

CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 Valle Road San Juan Capistrano, CA 92675

BOARD OF TRUSTEES Regular Meeting

July 11, 2011

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

AGENDA

CLOSED SESSION AT 5:30 P.M.

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

A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

EXHIBIT 3 A1-A2

- 1) Program Specialist
- 2) Director IV, Early Childhood Programs (Pursuant to Government Code §54957)

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Dr. Joseph M. Farley/Ron Lebs to provide direction on possible sale and/or lease price, and terms for District property at: 26126 Victoria Blvd., Capistrano Beach, CA 92624 (Pursuant to Government Code §54956.8)

C. CONFERENCE WITH LABOR NEGOTIATORS

Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs/Julie Hatchel Employee Organizations:

- 1) Capistrano Unified Education Association (CUEA)
- 2) Capistrano School Employees Association (CSEA)
- 3) Teamsters
- 4) Unrepresented Employees (CUMA)

D. LIABILITY CLAIM

EXHIBIT 3 D

Minor Claimant: Claim No. 11-91964 Agency Claimant Against: Capistrano Unified School District (Pursuant to Government Code §54954.5{d})

E. STUDENT EXPULSIONS

EXHIBITS 3 E1-E8

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

RECORDING OF SCHOOL BOARD MEETINGS

OPEN SESSION AT 7:00 P.M.

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

Steve Concialdi - Founder of Friends Against Drinking and Driving

- BOARD AND SUPERINTENDENT COMMENTS 5.
- **ORAL COMMUNICATIONS (Non-Agenda Items)** 6.

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

PROPOSED DETAILED 2011-2012 SCHOOL CALENDAR: 7.

On April 11, 2011, the Board of Trustees approved the 2011-2012 School Calendar ACTION which included start and end dates, local and legal holidays, and school recesses. This item presents the proposed detailed 2011-2012 school calendar. Contact: Julie Hatchel, Assistant Superintendent, Education Services

Vote Page 1 **EXHIBIT 1**

DISCUSSION/

Staff Recommendation:

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

Following discussion, it is recommended the Board of Trustees approve the detailed 2011-2012 School Calendar.

Motion by	Sec	conded by

SECOND READING - ORDINANCE NO. 1112-1 ENTITLED: "ORDINANCE OF DISCUSSION/ 8. COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO ACTION UNIFIED SCHOOL DISTRICT (WHISPERING HILLS), AUTHORIZING THE Vote LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT Page 3 NO. 2005-1" AND ADOPTION OF ORDINANCE NO. 1112-1:

EXHIBIT 2

In regards to the Board of Education of the Capistrano Unified School District ("Board" and "District") as Legislative Body of Community Facilities District No. 2005-1 ("CFD No. 2005-1") accomplishing proceedings to revise the special taxes of CFD No. 2005-1, the following agreements were executed and received by the applicable parties:

- 1. First Amended and Restated Joint Community Facilities Agreement among Capistrano Unified School District, Community Facilities District No. 2005-1 of Capistrano Unified School District (Whispering Hills), City of San Juan Capistrano, Rancho San Juan Development LLC, and Whispering Hills, LLC; and
- 2. First Amended Impact Mitigation Agreement Related to the Whispering Hills Project and Community Facilities District No. 2005-1 by and between Capistrano Unified School District, Community Facilities District No. 2005-1 of Capistrano Unified School District (Whispering Hills), Whispering Hills, LLC, and Rancho San Juan Development LLC; and

3. Settlement Agreement and General Releases by and among Whispering Hills, LLC, Rancho San Juan Development LLC, and Capistrano Unified School District.

The approval and adoption of the foregoing agreements by the necessary parties were required for the Board to move forward with the proceedings to revise the special taxes of CFD No. 2005-1. At the District's Board meeting on June 13, 2011, the District conducted a "Continued Public Hearing" and a "Special Tax Election" relative to the proceedings to revise the special taxes of CFD No. 2005-1. The results of the Special Tax Election were canvassed by the Board and the proposition of the Special Tax Election was approved unanimously by all owners of property within CFD No. 2005-1.

Pursuant to the requirements of the Mello-Roos Act, following the adoption of authorization resolutions and the conducting of a special tax election, in order to amend a special tax on territory within a community facilities district, the legislative body of the public agency forming the community facilities district must adopt an ordinance authorizing the levy of the required special tax. Under the provisions of the Mello-Roos Act, the Board, acting as the Legislative Body of CFD No. 2005-1, is granted the same authority to adopt ordinances for this purpose as are held by California cities.

The ordinance procedure prescribed by law requires a two-step (first reading/second reading) process before such an ordinance may be adopted. The "first reading" of Ordinance No. 1112-1 was completed at the meeting of the Board held on June 13, 2011. Ordinance No. 1112-1 was prepared by the District's legal counsel and a copy has been provided for Trustee review.

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

Staff Recommendation:

It is recommended the Board conduct the second reading of Ordinance No. 112-1 and adopt Ordinance No. 1112-1 entitled, "Ordinance of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) Authorizing the Levy of a Special Tax within Community Facilities District 2005-1."

Motion by	Seconded by
ROLL CALL:	
Trustee Addonizio	Trustee Hatton
Trustee Alpay	Trustee Palazzo
Trustee Bryson	Trustee Pritchard
•	Trustee Brick

DISCUSSION/

ACTION

Vote

Page 23

EXHIBIT 3

9. JOINT USE AND FUNDING AGREEMENT FOR BATTING CAGE LIGHTS AT ALISO NIGUEL HIGH SCHOOL:

Approval of an agreement between the District and the City of Aliso Viejo for funding, installation, and use of lights at the existing batting cage at Aliso Niguel High School. Since the batting cages were constructed without lighting, high school students have routinely been using lighted batting cages at a nearby park for evening practice. The City, in conjunction with the master homeowners association, is now looking to secure full-time use of the park facilities for its youth programs and is offering to provide new lighting for high school cages to accommodate the school programs. In return for its investment, the City is requesting community use of the lighted high school cages during non-school hours and within a schedule agreeable to the District. It is understood that priority use at all times will be given to the high school programs.

The City of Aliso Viejo prepared the draft Joint Use and Funding Agreement for the District's consideration. Terms of the agreement include an estimated total cost of \$6,500 to be split at 75 percent paid by the City and 25 percent paid by available school site funds.

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

Motion by	Sec	conded by

10. FIRST READING - REVISIONS TO BOARD POLICY 1312.4, WILLIAMS INFORMATION/ **UNIFORM COMPLAINT PROCEDURES:**

As laws change, revisions to existing board policy and administrative regulations are Page 33 necessary. In addition, staff has been reviewing policies and regulations in an effort to EXHIBIT 4 eliminate "optional" provisions that may have created additional and unnecessary financial burdens on the District. This agenda item presents for consideration revisions to Board Policy 1312.4, Williams Uniform Complaint Procedures. There is no financial impact. Proposed additions to the Board Policy are underlined; deletions are struck through.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, who will present the revisions to Board Policy 1312.4, Williams Uniform Complaint Procedures.

FIRST READING - REVISIONS TO BOARD POLICY 4031, COMPLAINTS INFORMATION/ 11. **CONCERNING DISCRIMINATION IN EMPLOYMENT:**

As employment laws change, revisions to existing board policy and administrative Page 41 regulations are necessary. In addition, staff has been reviewing policies and regulations in an effort to eliminate "optional" provisions that may have created additional and unnecessary financial burdens on the District. This agenda item presents for consideration revisions to Board Policy 4031, Complaints Concerning Discrimination in Employment. Proposed additions to the Board Policy are underlined; deletions are struck through.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, who will present the revisions to Board Policy 4031, Complaints Concerning Discrimination in Employment.

FIRST READING - REVISIONS TO BOARD POLICY 4161.8/4261.8/4361.8, INFORMATION/ 12. FAMILY CARE AND MEDICAL LEAVE:

As employment laws change, revisions to existing Board policy and administrative regulations are necessary. In addition, staff has been reviewing policies and regulations in an effort to eliminate "optional" provisions that may have created additional and unnecessary financial burdens on the District. This agenda item presents for consideration revisions to Board Policy 4161.8/4261.8/4361.8, Family Care and Medical Leave. There is no financial impact. Proposed additions to the Board Policy are underlined; deletions are struck through.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, who will present the revisions to Board Policy 4161.8/4261.8/4361.8, Family Care and Medical Leave.

DISCUSSION

DISCUSSION **EXHIBIT 5**

DISCUSSION Page 45 **EXHIBIT 6**

DIVISION OF STATE ARCHITECT UPDATE: 13.

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, DISCUSSION Business and Support Services, who will provide the DSA Update and answer any Page 47 questions Trustees may have. There is no change from the information provided to the EXHIBIT 7 Board at its June 13, 2011, meeting.

INFORMATION/

There is no financial impact. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed. Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

Staff Recommendation:

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

CONSENT CALENDAR

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

GENERAL FUNCTIONS

SCHOOL BOARD MINUTES:

Page 49

Approval of the minutes of the June 13, 2011, regular Board meeting and the June 15, EXHIBIT 8 2011, special Board meeting.

CURRICULUM & INSTRUCTION

EXPUNGING OF EXPULSION RECORD:

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

Contact: Julie Hatchel, Assistant Superintendent, Education Services

EXPULSION READMISSION:

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

Contact: Julie Hatchel, Assistant Superintendent, Education Services

2011-2012 CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID PROGRAMS, PART I:

Approval of the 2011-2012 Consolidated Application for Funding Categorical Aid Programs, Part I, to fund supplemental programs. The Consolidated Application for Funding Categorical Aid Programs is a two-part application and reporting process for multiple state and federal, formula-driven categorical program funds submitted annually to the California Department of Education (CDE). The Consolidated Application is used by the CDE to distribute categorical funds from various state and federal programs. By June 30th of each year, districts submit Part 1 of the application to document program participation in categorical programs and provide assurances that they will comply with the legal requirements of each program. Part II of the application, submitted by January 30th of the following year, contains the districts' entitlements for each funded program.

The federal programs coordinated through the Consolidated Application include Title I. Part A; Title II, Part A; and Title III, Part A. The state program coordinated through the Consolidated Application is Economic Impact Aid.

This agenda item requests approval of the 2011-2012 Consolidated Application for Funding Categorical Aid Programs, Part I. The complete Consolidated Application, Part I, is on file for review in the State and Federal Programs office. As required by the California Department of Education, the District English Language Advisory Committee also approved this document.

The 2010-2011 Consolidated Application represented an income of \$8,860,954. The 2011-2012 Consolidated Application reflects an estimated income of \$8,455,671. Actual entitlements will be calculated when the budget appropriations are final.

Due to the size of the document, the application will be available for review in the State and Federal Programs office.

Contact: Julie Hatchel, Assistant Superintendent, Education Services

PROPOSED SCHOOL STARTING AND DISMISSAL TIMES FOR THE 2011-18. 2012 SCHOOL YEAR:

Page 69 **EXHIBIT 9**

Approval of proposed school starting and dismissal times for the 2011-2012 school year. Board Policy 6111, School Day, states: "Opening and closing hours of the school day shall be approved annually by the Board of Trustees upon consideration of recommendations of the Superintendent." The proposed starting and dismissal times for the 2011-2012 school year meet California Department of Education requirements for instructional minutes, comply with Education Code, and adhere to current collective bargaining agreements.

Contact: Julie Hatchel, Assistant Superintendent, Education Services

PROPOSED BACK-TO-SCHOOL NIGHT TIMES AND DATES FOR THE 2011- Page 73 19. 2012 SCHOOL YEAR

EXHIBIT 10

Approval of the proposed times and dates for the 2011-2012 Back-to-School Nights. Back-to-School Nights are a reflection of the District's desire to support the instructional program and outreach to the community. Specific weeks are designated for elementary, middle, and high schools to host Back-to-School Nights. Per Article 5 of the Collective Bargaining Agreement, schools schedule a minimum day in association with Back-to-School Night. Proposed times for the 2011-2012 school year adhere to current collective bargaining agreements.

Contact: Julie Hatchel, Assistant Superintendent, Education Services

EDUCATION WORK PLAN SECONDARY SPECIAL 20. DISTRICT **EXPERIENCE EDUCATION PROGRAM:**

Page 79 **EXHIBIT 11**

Approval of a Work Experience Education Plan and application to provide a Work Experience Education (WEE) course for secondary students in special education. This course is available to students for elective credit in conjunction with the Workability I and Transition Partnership Project programs. The WEE plan first approved in 1998 must be approved every three years by the Board of Trustees and submitted to the California Department of Education.

Contact: Julie Hatchel, Assistant Superintendent, Education Services

MEMORANDUM OF UNDERSTANDING FOR MISSION HOSPITAL ASTHMA Page 85 AND OBESITY EDUCATION AND TREATMENT PROGRAMS:

EXHIBIT 12

Approval of the Memorandum of Understanding for Mission Hospital Asthma and Obesity Education and Treatment Programs. Illness associated with childhood asthma is one of the major reasons children are kept home from school.

Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

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

Page 97 **EXHIBIT 13**

Approval of purchase orders (Exhibit 13-Attachment 1) and commercial warrants (Exhibit 13-Attachment 2). The purchase orders and commercial warrants included in this item have previously been authorized as part of the District's budget approval process. The purchase orders total \$62,806,885.73; the commercial warrants total \$2,280,014.45. Attachment 3of Exhibit 13 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings.

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

23. LOS ALAMITOS UNIFIED SCHOOL DISTRICT BID NO. 2010-0002 LEASE, RELOCATION, DISMANTLE AND REMOVAL OF DEPARTMENT OF STATE ARCHITECT APPROVED PORTABLE CLASSROOMS AND CALIFORNIA DEPARTMENT OF HOUSING PORTABLE BUILDINGS DISTRICTWIDE – WILLIAMS SCOTSMAN:

Approval of authorization to utilize Los Alamitos Unified School District Bid No. 2010-0002 for the purchase or lease of relocatable buildings, as needed by the District, under the same terms and conditions of the public agency's contract. School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the district's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

This agenda item recommends approval of authorization to utilize Los Alamitos Unified School District Bid No. 2010-0002 for the purchase or lease of relocatable buildings, as needed by the District, under the same terms and conditions of the public agency's contract. This contract provides competitive pricing and allows staff to streamline the procurement process. District staff anticipates utilizing the contract to lease a portable restroom facility for Capistrano Valley High School for approximately 24 months, to accommodate students during construction of the new theater, at the estimated cost of \$50,000, funded by CFD 87-1.

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

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

24. STATE OF UTAH, DIVISION OF PURCHASING AND GENERAL SERVICES, AND WESTERN STATES CONTRACTING ALLIANCE CONTRACT NO. AR-233 AWARDED TO CISCO SYSTEMS, INC., CALIFORNIA PARTICIPATING ADDENDUM NO. 7-08-70-13, PURCHASES THROUGH AMS.NET, INCORPORATED:

Approval of authorization to utilize the State of Utah, Division of Purchasing and General Services, and Western States Contracting Alliance (WSCA) Contract No. AR-233 awarded to Cisco Systems, Inc., and approved for usage in the State of California pursuant to the California Participating Addendum No. 7-08-70-13, for the purchase of Cisco hardware, software, voice/VOIP equipment and services, support, maintenance, training services, and cabling through its Fulfillment Partner, AMS.Net, Inc. The District can utilize such contracts pursuant to California Public Contract Code §10298, §10299 and §12100 et seq. without going to bid.

District staff has determined the contract prices offered by Cisco Systems, Incorporated, are fair, reasonable, and competitive and it is in the best interest of the District to utilize the contract awarded to Cisco Systems, Incorporated. As allowed under the California Participating Addendum No. 7-08-70-13, AMS.Net, Incorporated, has been approved as a Cisco Systems Fulfillment Partner qualified and authorized to receive purchase orders, invoice, and receive payments, on behalf of Cisco Systems, Incorporated.

Anticipated expenditures utilizing this contract will be a lease purchase commitment for the next six years of \$490,000 per year for equipment, and an additional expenditure of approximately \$100,000 for hardware support, services, and equipment for fiscal year 2011-2012, funded by Title 1, Microsoft vouchers, and the general fund.

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

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

INDEPENDENT CONTRACTOR AGREEMENT - STAFF DEVELOPMENT Page 129 25. TRAINING, QUANTUM LEARNING NETWORK:

EXHIBIT 14

Approval of an independent contractor agreement with Quantum Learning Network to provide staff development training for 90 District teachers to improve the classroom learning environment and increase student engagement as part of the Academic Design and Delivery (ADD) Initiative. The training will focus on teaching strategies, content delivery, curriculum design, and learning skills to enrich student learning and successful achievement. Teachers will learn specific strategies on effective classroom management, creating a positive atmosphere, building rapport and respect, and having a purposeful environment. Scheduled services under this contract are estimated to be \$7,458, paid out of Economic Impact Aid funds. The cost of contract services with Quantum Learning Network have been significantly reduced from District's 2010-2011 consultant support for the ADD Initiative.

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

INDEPENDENT CONTRACTOR AGREEMENT - TUTORING SERVICES, Page 143 PROFESSIONAL TUTORS OF AMERICA:

EXHIBIT 15

Approval of an independent contractor agreement with Professional Tutors of America to provide tutoring services to students in the Indian Education program. Professional Tutors of America will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of the Indian Education program funds. The tutoring services are offered after school hours in the student's home, at a public library, or community center. Scheduled services under this contract are estimated to be \$31.304.

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

EXTENSION OF JUVENILE COURT WORK PROGRAM SERVICES 27. AGREEMENT - THE COUNTY OF ORANGE:

Page 151 EXHIBIT 16

Approval of the extension of the juvenile court work program services agreement to be provided by the County of Orange Probation Department. This contract provides weed abatement services on District slopes and grounds. The current rate for this agreement is \$500 per work crew per day. This rate has not increased since July 2005. The extension term is July 1, 2011, through June 30, 2012. The total annual expenditures under this contract are estimated to be \$18,000 funded by the general fund.

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

28. ADVERTISE BID NO. 1112-08 – CONCRETE MAINTENANCE AND REPAIR:

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

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

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

PERSONNEL SERVICES

29. RESIGNATIONS/RETIREMENT/EMPLOYMENT-CLASSIFIED EMPLOYEES:

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

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel

30. RESIGNATIONS/RETIREMENT/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 187 **EXHIBIT 18**

Page 175

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

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel

31. WILLIAMS SETTLEMENT UNIFORM COMPLAINT QUARTERLY REPORT:

Page 195 EXHIBIT 19

Approval of the fourth quarter Williams Settlement Legislation Inspection Report. As a result of the Williams Settlement, Education Code §35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination (CAHSEE).

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel

32. DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS:

Page 197

Approval of the *Declaration of Need for Fully Qualified Educators*. Education Code \$80026 requires that a *Declaration of Need for Fully Qualified Educators* be on file with the appropriate County Office of Education before the beginning of a new school year and shall remain in force until the end of that academic year. (A *Declaration of Need* is necessary if there is an insufficient number of qualified applicants.)

EXHIBIT 20

Submission of this declaration does not commit the District to issuing short term staff permits or emergency credentials, but rather is submitted as a matter of routine in the event it becomes necessary to employ such individuals.

Based on past and current trends, the 2011-12 *Declaration of Need for Fully Qualified Educators* enables the District to request special teaching permits in hard-to-fill areas such as Special Education (Deaf and Hard of Hearing, Moderate/Severe, Pre-School), and single subjects (Spanish, Physics, Chemistry). This year, there continues to be an expected increase in CLAD/EL Authorizations as the District moves a year closer to full implementation of its Comprehensive EL Authorization Plan.

A Declaration of Need for Fully Qualified Educators must be filed prior to the beginning of the school year, even though there is no way to determine if there will be a need to employ teachers. However, if the Board of Trustees has not approved the appropriate declaration for the upcoming year, the District is precluded from hiring such individuals should the need arise. There is no financial impact to the general fund in the Board's acceptance of this declaration.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel

Motion by	Seconded by
ROLL CALL:	
Trustee Addonizio	Trustee Hatton
Trustee Alpay	
Trustee Bryson	
<u> </u>	Trustee Brick
NOTE: BY USING A ROLL CAMEET THE NEED FOR ACTION ROLL CALL VOTE.	ALL VOTE FOR THE CONSENT CALENDAR, IT WIL ON ITEMS WHICH REQUIRE A SIMPLE MOTION OF
	ADJOURNMENT
	ADJOURINEITI

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, JULY 27, 2011, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

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

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

PROPOSED SCHOOL CALENDAR 2011/2012

INDEPENDENCE DAY HOLIDAY (Legal Holiday)

Adult Transition Program - Teacher Pre-service Days

Adult Transition Program (ATP) OPENING DAY OF SCHOOL

New Teacher – Pre-service Day

LABOR DAY (Legal Holiday)

All Teachers - Pre-service Day

OPENING DAY OF SCHOOL

(Minimum Day Elementary)

Back to School Week, Middle School

(Minimum day per individual school site calendar)

Back to School Night-ATP (Minimum Day)

Back to School Week, High School

(Minimum day per individual school site calendar)

Back to School Week, Elementary

(Minimum day per individual school site calendar)

End of First Progress Reporting Period (High School)

End of First Quarter - Middle School

End of First Trimester - Elementary

VETERANS DAY (Legal Holiday)

Parent Conferences, Elementary (Minimum Days)

Parent Conferences, Elementary (Student Holiday)

THANKSGIVING RECESS (Recess for Students and Teachers)

THANKSGIVING HOLIDAYS (Legal and Local Holiday)

SCHOOL RESUMES

End of Second Progress Reporting Period (High School)

WINTER RECESS (Recess for Students and Teachers)

CHRISTMAS HOLIDAYS (Local and Legal Holiday)

Holiday to Replace Admission Day

NEW YEAR'S DAY (Legal Holiday)

SCHOOL RESUMES

DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)

Final Exam Days, High School (Minimum Days, High School)

End of First Semester

SECOND SEMESTER BEGINS

LINCOLN DAY (Legal Holiday)

WASHINGTON DAY (Legal Holiday)

End of Second Trimester – Elementary

Parent Conferences, Elementary (Minimum Days, Elementary Schools)

End of First Progress Reporting Period (High School)

End of Third Quarter - Middle School

SPRING HOLIDAY (Local Holiday)

SPRING RECESS (Recess for Students and Teachers)

SCHOOL RESUMES

End of Second Progress Reporting Period (High School)

MEMORIAL DAY (Legal Holiday)

ATP Graduation

ATP Students/Staff - Last Day of School

(Minimum Day for ATP students only)

Final Exam Days, High School (Minimum Days, High Schools)

LAST DAY OF SCHOOL FOR SECONDARY STUDENTS

(Minimum Day for Secondary/Graduation Ceremonies)

Secondary Student Holiday

LAST DAY OF SCHOOL FOR ALL ELEMENTARY STUDENTS

(Minimum Day for Elementary)

(End of Second Semester)

LAST DAY OF SCHOOL FOR ALL TEACHERS

Monday, July 4, 2011

Monday-Tuesday, Aug. 15-16, 2011

Wednesday, Aug. 17, 2011

Thursday, Sept. 1, 2011

Monday, Sept. 5, 2011

Tuesday, Sept. 6, 2011

Wednesday, Sept. 7, 2011

Tuesday-Thursday, Sept. 20-22, 2011

Thursday, Sept. 22, 2011

Monday-Tuesday, Sept. 26-27, 2011

Tuesday-Thursday, Oct. 4-6, 2011

Friday, Oct. 14, 2011

Friday, Nov. 4, 2011

Friday, Nov. 4, 2011

Friday, Nov. 11, 2011

Monday - Thursday, Nov. 14-17, 2011

Friday, Nov. 18, 2011

Monday-Friday, Nov. 21-25, 2011

Thursday-Friday, Nov. 24-25, 2011

Monday, Nov. 28, 2011

Friday, Dec. 2, 2011

Monday-Monday, Dec. 19, 2011-Jan. 2, 2012

Friday & Monday., Dec. 23 & 26, 2011

Friday, Dec. 30, 2011

Monday, Jan. 2, 2012

Tuesday, Jan. 3, 2012

Monday, Jan. 16, 2012

Wednesday-Friday, Feb. 1-3, 2012

Friday, Feb. 3, 2012

Monday, Feb. 6, 2012

Friday, Feb. 17, 2012

Monday, Feb. 20, 2012

Wednesday, Mar. 7, 2012

Monday-Friday, Mar. 12-Mar. 16, 2012

Friday, Mar. 16, 2012

Friday, Apr. 6, 2012

Monday, April 9, 2012

Monday-Friday, Apr. 9-13, 2012

Monday, Apr. 16, 2012

Friday, May 4, 2012

Monday, May 28, 2012

Wednesday, May 30, 2012

Thursday, May 31, 2012

Monday-Wednesday, June 18-20, 2012

Wednesday, June 20, 2012

Wednesday, June 20, 2012

Thursday, June 21, 2012

Thursday, June 21, 2012

Thursday, June 21, 2012

ORDINANCE NO. 1112-1

ORDINANCE OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2005-1

WHEREAS, on April 25, 2005, the Board of Education ("Board") of the Capistrano Unified School District ("District"), adopted Resolution No. 0405-83 stating its intention to form Community Facilities District No. 2005-1 of the Capistrano Unified School District ("CFD No. 2005-1") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended ("Act"); and

WHEREAS, on July 26, 2010, the Board completed a noticed hearing, as required by law, relative to the determination to form CFD No. 2005-1 and regarding the rate and method of apportionment ("Formation RMA") of the special taxes to be levied within CFD No. 2005-1 to acquire, construct, pay lease payments on facilities to be financed through CFD No. 2005-1, or pay for any bonded indebtedness, all as further described in Resolution No. 0506-06 ("Facilities") and related costs of CFD No. 2005-1; and

WHEREAS, the Board, subsequent to said hearing, adopted Resolution No. 0506-07 which authorized the levy of special taxes within CFD No. 2005-1 and called an election within CFD No. 2005-1 for July 26, 2005, on the proposition of incurring bonded indebtedness, levying special taxes and setting an appropriations limit for CFD No. 2005-1; and

WHEREAS, on July 26, 2005, an election was held within CFD No. 2005-1 in which the eligible voters approved, by more than two-thirds (2/3) vote, the proposition of incurring bonded indebtedness, levying special taxes, and setting an appropriations limitation;

WHEREAS, based on changes which have occurred relative to the expected development of the property within CFD No. 2005-1, the Board adopted Resolution No. 1011-43 on March 8, 2011, stating its consideration of a change to the Formation RMA and adoption of a Revised Rate and Method of Apportionment ("Revised RMA"), and initiating a public hearing thereon which has been continued from time to time ("S/T Revision Proceedings"), pursuant to the Act; and

WHEREAS, on June 13, 2011, the Board, acting as the Legislative Body of CFD No. 2005-1, adopted Resolution No. 1011-60 ordering certain changes to the Revised RMA and adoption of a proposed First Amended Rate and Method of Apportionment of Special Taxes of CFD No. 2005-1 ("First Amended RMA") which replaces the Revised RMA for all purposes relating to the S/T Revision Proceedings; and

WHEREAS, the Board and Rancho San Juan Development LLC ("Landowner") have pursued and concluded a proposed First Amended Impact Mitigation Agreement Related To the Whispering Hills Project and Community Facilities District No. 2005-1; and

WHEREAS, on June 13, 2011, the Board held a noticed continued public hearing ("Continued Public Hearing"), as required by law, relative to the proposed First Amended RMA; and

ATTACHMENT 1 (1 of 19) WHEREAS, the Board, subsequent to said Continued Public Hearing, adopted Resolution No. 1011-61 which called an election within CFD No. 2005-1 for June 13, 2011, on the proposition of the proposed First Amended RMA as set forth in Resolution Nos. 1011-43, 1011-60 and 1011-61; and

WHEREAS, on June 13, 2011, an election was held within CFD No. 2005-1 in which the eligible voters approved, by more than two-thirds (2/3) vote, the proposed First Amended RMA;

Now, therefore, the Board of Education of the Capistrano Unified School District, acting as the Legislative Body of Community Facilities District No. 2005-1, does hereby ordain and order as follows:

- 1. That the above recitals are true and correct.
- 2. By the passage of this Ordinance, the Board authorizes the levy of special taxes pursuant to the First Amended RMA set forth in Exhibit "A," attached hereto and incorporated by reference, in an amount necessary to pay all amounts payable with respect to financing the Facilities and other obligations within the boundaries of CFD No. 2005-1.
- 3. That the Board is hereby further authorized each year, by resolution, to determine the rate of such special taxes and amount to be levied for the next fiscal year, except that the special tax rate to be levied shall not exceed that as set forth in Exhibit "A."
- 4. To the extent provided in the First Amended RMA, properties or entities of the state, federal or other local governments shall be exempt from the above authorized special taxes except that when property not otherwise exempt from the above authorized special taxes levied pursuant to the Act is acquired by a public entity through a negotiated transaction, or by gift or devise, the above authorized special taxes shall, notwithstanding this Ordinance, continue to be levied on the property acquired and shall be enforceable against the public entity that acquired the property. Any property within CFD No. 2005-1 which is conveyed to a public school district for use as a public school site will be subject to the applicable provisions of State law, the Act and the First Amended RMA.
- <u>5</u>. No other properties or entities are exempt from the above authorized special taxes unless the properties or entities are expressly exempted in Resolution Nos. 1011-43, 1011-60, 1011-61 and the First Amended RMA.
- <u>6</u>. All of the collections of the above authorized special taxes shall be used as provided for in the Act, in the formation proceedings of CFD No. 2005-1, and as set forth in Resolution No. 1011-43.
- 7. The above authorized Special Taxes may be collected in the same manner as ordinary *ad valorem* taxes are collected and may be subject to the same penalties and the same procedure, sale, and lien priority in cases of delinquency as provided for *ad valorem* taxes, or another procedure as may be adopted by the Board.

- <u>8</u>. The Orange County Tax Collector may deduct reasonable administration costs incurred in collecting the above authorized special tax.
- 9. As a cumulative remedy, if any amount levied pursuant thereto as special taxes for payment of bond interest or principal together with any penalties and other charges accruing under this Ordinance of the District are not paid when due, the Board may, not later than four (4) years after the due date of the last installment of principal, order that the same be collected by an action brought in the superior court to foreclose any lien therefor.
- 10. That this Ordinance relating to the levy of the special taxes shall take effect thirty (30) days after adoption hereof.

ADOPTED, SIGNED AND APPROVED this 11th day of July, 2011.

BOARD OF EDUCATION OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT

By:	
·	Jack R. Brick, President, Board of Education of the Capistrano Unified School District
	of the Capistrano Chined School District
ATTE	ST:
John	M. Alpay, Clerk, Board of Education of the
Capist	trano Unified School District

STATE OF CALIFORNIA)) ss. COUNTY OF ORANGE)
I, John M. Alpay, Clerk, Board of Education of the Capistrano Unified School District, do hereby certify that the foregoing ordinance was duly adopted by the Board of Education of said School District, acting as the Legislative Body of Community Facilities District No. 2005-1, at a meeting of said Board held on the 11 th day of July, 2011, at which a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law, and that it was so adopted by the following vote:
AYES:
NOES:
ABSTAIN:
ABSENT:
Clerk, Board of Education of the Capistrano Unified School District
STATE OF CALIFORNIA)) ss. COUNTY OF ORANGE)
I, John M. Alpay, Clerk, Board of Education of the Capistrano Unified School District, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. 1112-1 of said Board and that the same has not been amended or repealed.
Dated this 11 th day of July, 2011

Clerk, Board of Education of the Capistrano Unified School District

EXHIBIT "A"

FIRST AMENDED RATE AND METHOD OF APPORTIONMENT

ATTACHMENT 1 (5 of 19)

FIRST AMENDED RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) ("CFD No. 2005-1") and collected each Fiscal Year commencing in Fiscal Year 2011-12, in an amount determined by the Board through the application of the appropriate Special Tax for "Developed Property," "Taxable Property Owner Association Property," "Taxable Public Property," "Religious Property," and "Undeveloped Property" as described below. All of the real property in CFD No. 2005-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. **DEFINITIONS**

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2005-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the School District or designee thereof or both); the costs of collecting the Special Taxes (whether by the School District or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the School District, CFD No. 2005-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the School District, CFD No. 2005-1 or any designee thereof of complying with disclosure requirements of the School District, CFD No. 2005-1 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the School District, CFD No. 2005-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the School District's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the School District or CFD No. 2005-1 for any

other administrative purposes of CFD No. 2005-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

- "Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.
- "Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.
- "Assigned Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C below.
- "Backup Special Tax" means the Special Tax applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C below.
- "Board" means the Board of Trustees of the Capistrano Unified School District, acting as the legislative body of CFD No. 2005-1.
- "Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2005-1 under the Act.
- "CFD Administrator" means an official of the School District, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.
- "CFD No. 2005-1" means Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills).
- "County" means the County of Orange.
- "Custom Lot Property" means, for each Fiscal Year, any Assessor's Parcel of Taxable Property (i) for which (a) escrow has closed prior to January 1 of the prior Fiscal Year to an owner other than Rancho San Juan Development LLC or (b) a building permit for new construction was issued prior to January 1 of the prior Fiscal Year; and (ii) that includes one or more of the following lots: lots 141 through 155 of Tract No. 16634 recorded with the County on October 12, 2006. Notwithstanding any future lot line adjustments or consolidations, each of the fifteen lots specified above shall be considered a "custom lot" for purposes of the levy of both the Assigned Special Tax and Backup Special Tax. However, if all or a portion of the geographic area described as lots 141 through 155 of Tract No. 16634 is remapped and a new tract map is recorded for such area, each buildable lot in such new tract shall be considered a "custom lot" for purposes of the levy of both the Assigned Special Tax and Backup Special Tax.

- "Developed Property" means, for each Fiscal Year, all (i) Custom Lot Property, and (ii) Taxable Property, exclusive of Religious Property, Taxable Property Owner Association Property, or Taxable Public Property, for which a building permit for new construction was issued prior to January 1 of the prior Fiscal Year.
- "Fiscal Year" means the period starting July 1 and ending on the following June 30.
- "Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.
- "Land Use Class" means any of the classes listed in Table 1.
- "Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel.
- "Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.
- "Outstanding Bonds" means all Bonds which are deemed to be outstanding under the Indenture.
- "Property Owner Association Property" means any property within the boundaries of CFD No. 2005-1 that is owned in fee or by easement, or dedicated to, a property owner association, including any master or sub-association.
- "Proportionately" means for Undeveloped Property that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property in CFD No. 2005-1. For Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor's Parcels of Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property in CFD No. 2005-1.
- "Public Property" means any property within the boundaries of CFD No. 2005-1 that is transferred to a public agency on or after the date of formation of CFD No. 2005-1 and is used for rights-of-way or any other purpose and is owned by or dedicated to the federal government, the State of California, the County or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.
- "Religious Property" means all property within the boundaries of CFD No. 2005-1 which is used primarily as a place of worship and is exempt from ad valorem property

taxes because it is owned by a religious organization. Religious Property, without limitation, does not include any Assessor's Parcels used primarily for religious schools, day care centers, or congregate care facilities.

- "Residential Property" means (i) Custom Lot Property, and (ii) all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.
- "Residential Floor Area" means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel.
- "School District" means the Capistrano Unified School District.
- "Single Family Property" means all Assessor's Parcels of Residential Property for which building permits have been issued for residential units, excluding Custom Lot Property.
- "Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property, Religious Property, Taxable Property Owner Association Property, Taxable Public Property, and Undeveloped Property to fund the Special Tax Requirement.
- "Special Tax Requirement" means that amount required in any Fiscal Year for CFD No. 2005-1 to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay reasonable Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) pay directly for construction of facilities eligible under the Act to the extent that the inclusion of such amount does not increase the Special Tax levy on Undeveloped Property; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; (vii) less a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.
- "State" means the State of California.
- "Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2005-1 which are not exempt from the Special Tax pursuant to law or Section E below.
- "Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E below.

"Taxable Religious Property" means all Assessor's Parcels of Religious Property that are not exempt pursuant to Section E below.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, Taxable Public Property, or Taxable Religious Property.

B. <u>ASSIGNMENT TO LAND USE CATEGORIES</u>

Each Fiscal Year, all Taxable Property within CFD No. 2005-1 shall be classified as Developed Property, Taxable Public Property, Taxable Property Owner Association Property, Taxable Religious Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below. Residential Property shall be assigned to Land Use Classes 1 through 8, and Non-Residential Property shall be assigned to Land Use Class 9.

The Assigned Special Tax for Residential Property shall be based on whether it is Custom Lot Property or Single Family Property. The Assigned Special Tax for Custom Lot Property shall be based on the number of lots located within the Assessor's Parcel, as determined by the CFD Administrator. The Assigned Special Tax for Single Family Property shall be based on the Residential Floor Area of the dwelling unit(s) located on the Assessor's Parcel, as specified in Table 1 below. The Assigned Special Tax for Non-Residential Property shall be based on the Acreage of the Assessor's Parcel.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax.

b. Assigned Special Tax

The Assigned Special Tax for each Land Use Class for Fiscal Year 2011-12 is shown below in Table 1.

TABLE 1

Assigned Special Taxes for Developed Property For Fiscal Year 2011-12 Community Facilities District No. 2005-1

Land Use Class	Residential Floor Area	Description	Assigned Special Tax
1	NA	Custom Lot Property	\$13,902 per lot
2	> 4,600 SF	Residential Property	\$8,605 per unit
3	4,301 -4,600 SF	Residential Property	\$7,855 per unit
4	3,901 -4,300 SF	Residential Property	\$7,638 per unit
5	3,701 –3,900 SF	Residential Property	\$7,105 per unit
6	3,401 -3,700 SF	Residential Property	\$6,981 per unit
7	2,901 -3,400 SF	Residential Property	\$6,641 per unit
8	≤ 2,900 SF	Residential Property	\$6,177 per unit
9	N/A	Non-Residential Property	\$21,000 per Acre

c. <u>Increase in the Assigned Special Tax</u>

The Assigned Special Taxes in Table 1 shall be applicable for Fiscal Year 2011-12, and shall increase thereafter, commencing on July 1, 2012 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Assigned Special Tax for the previous Fiscal Year.

d. Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Assigned Special Tax levied on an Assessor's Parcel shall be the sum of the Assigned Special Taxes for all Land Use Classes located on that Assessor's Parcel. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor's Parcel. For an Assessor's Parcel that contains both Residential Property and Non-Residential Property, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on

the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

e. <u>Backup Special Tax</u>

(1) Residential Property (Excluding Custom Lot Property)

The Backup Special Tax for Residential Property excluding Custom Lot Property, shall equal \$21,485 per Acre for Fiscal Year 2011-12. The Backup Special Tax shall increase thereafter, commencing on July 1, 2012 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Backup Special Tax for the previous Fiscal Year.

(2) Custom Lot Property

The Backup Special Tax for Custom Lot Property shall equal \$13,902 per lot for Fiscal Year 2011-12. The Backup Special Tax shall increase thereafter, commencing on July 1, 2012 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Backup Special Tax for the previous Fiscal Year.

Notwithstanding the foregoing, if all or any portion of the Custom Lot Property is subsequently changed or modified in a manner that results in fewer than 15 custom lots, the Backup Special Tax for each Assessor's Parcel of Custom Lot Property that is changed or modified shall be a rate per Acre calculated as follows:

- 1. Determine the total Backup Special Tax anticipated to apply to the changed or modified portion of the Custom Lot Property prior to the change or modification.
- 2. Divide the amount determined pursuant to paragraph 1 above by the taxable Acreage of the Custom Lot Property which is expected to be located in such changed or modified area, as determined by the CFD Administrator.
- 3. The resulting quotient is the Backup Special Tax per Acre, which shall be applicable to Assessor's Parcels of Custom Lot Property in such changed or modified area.

The Backup Special Tax per Acre shall increase thereafter on each July 1, by an amount equal to two percent (2%) of the Backup Special Tax per Acre for the previous Fiscal Year.

2. Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property and Taxable Religious Property

a. <u>Maximum Special Tax</u>

The Maximum Special Tax for Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property and Taxable Religious Property in CFD No. 2005-1 shall be \$21,485 per Acre for Fiscal Year 2011-12, and shall increase thereafter, commencing on July 1, 2012 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Special Tax for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2011-12 and for each following Fiscal Year, the Board shall levy the Special Tax as follows:

<u>First:</u> The Special Tax shall be levied on each Assessor's Parcel of Developed Property at 100% of the applicable Assigned Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

<u>Third</u>: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property at up to the Maximum Special Tax for Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2005-1.

E. <u>EXEMPTIONS</u>

No Special Taxes shall be levied on Public Property, Religious Property, and Property Association Property, so long as the Acreage of Taxable Property within CFD No. 2005-1 is at least 58.71 Acres. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property, Public Property or Religious Property. However, should an Assessor's Parcel no longer be classified as Property Owner Association Property, Public Property or Religious Property, its tax-exempt status will be revoked.

To the extent that the exemption of an Assessor's Parcel of Public Property, Religious Property, or Property Association Property would reduce the Acreage of Taxable Property within CFD No. 2005-1 below 58.71 Acres, such Assessor's Parcel shall be classified as Taxable Public Property, Taxable Religious Property, or Taxable Property Association Property, as applicable, and shall be subject to the levy of the Special Tax and shall be taxed as part of the fourth step in Section D above, at up to 100% of the applicable Maximum Special Tax for Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property.

F. REVIEW/APPEAL COMMITTEE

The Board shall establish as part of the proceedings and administration of CFD No. 2005-1 a special three-member Review/Appeal Committee. Any landowner or resident who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may file a notice with the Review/Appeal Committee appealing the amount of the Special Tax levied on such Assessor's Parcel. The Review/Appeal Committee shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals, as herein specified. The decision of the Review/Appeal Committee shall be final and binding as to all persons.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that CFD No. 2005-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section H:

"CFD Public Facilities" means either \$15.8 million in 2011 dollars, which shall increase by the Construction Inflation Index on July 1, 2012, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide the public facilities to be provided by CFD No. 2005-1 under the authorized financing program for CFD No. 2005-1, or (ii) shall be determined by the Board concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

"Construction Fund" means an account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under the Act.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Public Facilities minus (i) public facility costs previously paid from the Construction Fund; (ii) moneys currently on deposit in the Construction Fund; and (iii) moneys currently on deposit in an escrow fund, if any, that are expected to be available to finance public facilities costs.

"Outstanding Bonds" means all Previously Issued Bonds which are deemed to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

"Previously Issued Bonds" means all Bonds that have been issued by CFD No. 2005-1 prior to the date of prepayment.

1. Prepayment in Full

All Assessor's Parcels of Developed Property and Assessor's Parcels of Undeveloped Property for which a building permit has been issued may be prepaid. The Special Tax obligation applicable to such Assessor's Parcel in CFD No. 2005-1 may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel or any other Assessor's Parcel owned by such owner at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator will

charge a fee to the owner requesting prepayment for providing this figure. Prepayment must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit

Total: equals Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

Paragraph No.:

- 1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
- 2. For Assessor's Parcels of Developed Property compute the Assigned Special Tax and Backup Special Tax applicable for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property (for which a building permit has been issued), compute the Assigned Special Tax and Backup Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.
- 3. (a) Divide the Assigned Special Tax computed pursuant to paragraph 2 by the total estimated Assigned Special Taxes for the entire CFD No. 2005-1 based on the Developed Property Special Taxes which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 2005-1, excluding any Assessor's Parcels which have been prepaid, and
 - (b) Divide the Backup Special Tax computed pursuant to paragraph 2 by the estimated Backup Special Taxes at buildout of CFD No. 2005-1 using the Backup Special Tax amount for the current Fiscal Year, excluding any Assessor's Parcels which have been prepaid.
- 4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").

- 5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
- 6. Compute the current Future Facilities Costs.
- 7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
- 8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
- 9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.
- 10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
- 11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").
- 12. Verify the administrative fees and expenses of No. 2005-1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
- 13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of:
 (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
- 14. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected

balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

- 15. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").
- 16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13 and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 12 shall be retained by CFD No. 2005-1.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the Board shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

2. Prepayment in Part

The Maximum Special Tax on an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E - A) \times F + A$$

These terms have the following meaning:

PP = the partial prepayment

P_E = the Prepayment Amount calculated according to Section H.1

F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax.

A = the Administration Fees and Expenses from Section H.1

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Special Tax shall notify the CFD Administrator of such owner's intent to partially prepay the Maximum Special Tax and the percentage by which the Maximum Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Maximum Special Tax for an Assessor's Parcel within 30 days of the request and will charge a fee to the owner requesting prepayment for providing this figure.

With respect to any Assessor's Parcel that is partially prepaid, the School District shall (i) distribute the funds remitted to it according to Paragraph 16 of Section H.1. and (ii) indicate in the records of CFD No. 2005-1 that there has been a partial prepayment of the Maximum Special Tax and that a portion of the Maximum Special Tax equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

Notwithstanding the foregoing, no full or partial Special Tax prepayment shall be allowed unless the amount of Assigned Special Taxes that may be levied on Taxable Property within CFD No. 2005-1 both prior to and after the proposed prepayment, less expected Administrative Expenses, is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied for the period necessary to fully satisfy the Special Tax Requirement, but in no event shall it be levied after Fiscal Year 2051-52.

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JOINT USE AND FUNDING AGREEMENT FOR INSTALLATION OF LIGHT FIXTURES AT ALISO NIGUEL HIGH SCHOOL BATTING CAGES

BY AND BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CITY OF ALISO VIEJO

Effective Date July 11, 2011

EXHIBIT 3

1 of 10 23

JOINT USE AND FUNDING AGREEMENT

1. Parties and Date.

This Joint Use and Funding Agreement ("Agreement") is made and entered into as of the 11th day of July 2011 ("Effective Date") by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("DISTRICT") and CITY OF ALISO VIEJO, a California municipal corporation ("CITY"). DISTRICT and CITY are sometimes referred to herein singularly as a "Party" and collectively as the "Parties."

2. Recitals.

- **2.1** School districts and cities are authorized by Chapter 10 of Part 7 of Division 1 of Title 1 of the Education Code of the State of California (section 10900 *et seq.*) to organize, promote, and conduct community recreation programs and activities.
- 2.2 The governing bodies of school districts and cities are authorized to enter into agreements with each other pursuant to Education Code section 10905 to promote the health and welfare of the community and contribute to the attainment of the general recreational and educational objectives for children and adults within the community.
- 2.3 DISTRICT owns certain real property known as the Aliso Niguel High School located at 28000 Wolverine Way, Aliso Viejo ("High School"), upon which are located batting cages. The High School batting cages do not have lighting. As a result, the batting cages cannot be used during the evening hours and members of the High School baseball team routinely use the lighted batting cages at Woodfield Park located at 26800 Woodfield Drive, Aliso Viejo ("Woodfield Park").
- 2.4 CITY and DISTRICT desire to have lighting installed and maintained at the High School batting cages, which will permit the High School baseball team to use the batting cages at the High School, instead of the batting cages at Woodfield Park, and will provide more availability for other youth sport organizations to use the batting cages at Woodfield Park.
- **2.5** Woodfield Park is owned by the Aliso Viejo Community Association ("AVCA"), a master association that owns and maintains a majority of the parks in Aliso Viejo. CITY intends to enter into a separate agreement with AVCA to permit the use of the batting cages at Woodfield Park by youth sport organizations.
- **2.6** CITY and DISTRICT desire to enter into this Agreement to specify the allocation of duties and obligations with respect to the installation, maintenance, use and funding of the light fixtures to be installed at the High School batting cages.

3. Agreement.

3.1 Definitions.

Whenever in this Agreement the following terms are used, the same shall have the meaning ascribed to them in this Section 3.1, unless the context otherwise requires or admits:

- **3.1.1** "City Representative" means the City Manager of CITY or a person authorized by the City Manager to act on his or her behalf under or with respect to this Agreement, as evidenced by a certificate conferring such authority executed by the City Manager, given to DISTRICT or District Representative.
- **3.1.2** "District Representative" means the Superintendent of the DISTRICT or any person authorized to act on behalf of the DISTRICT under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the Superintendent of the DISTRICT, given to the CITY or the City Representative.
- **3.1.3** "Improvements" means the lighting fixtures and appurtenant electrical equipment to be installed and located on the Joint Use Property and as described in the plans and specifications to be prepared pursuant to Section 3.4.1 of this Agreement.
- **3.1.4** "Project" means the installation and construction of the Improvements on the Joint Use Property in accordance with the terms and conditions of this Agreement.
- **3.1.5** "School Day" means the time period between the hours of 7:00 a.m. and 3:00 p.m. during the School Year.
- **3.1.6** "School Year" means the period beginning in the month of September each year and ending on the succeeding June during which DISTRICT conducts educational programs and services for school age students.
- **3.1.7** "Joint Use Property" means that certain portion of the Aliso Niguel High School where the batting cages are located.

3.2 Term of Agreement

The initial term of this Agreement shall be five (5) years, commencing on the Effective Date, unless sooner terminated as provided for by this Agreement. Subject to the provisions herein, this Agreement may be renewed for successive five (5) year terms. Such renewal will be deemed automatic unless this Agreement is sooner terminated as provided for hereinafter in this Article, or upon written notice of intent not to renew given by one Party to the other Party at least 180 days prior to the expiration of this Agreement, or any renewal period thereof. Notwithstanding the foregoing, in no event shall the total term of this Agreement ("Agreement Term"), including the initial term and any extensions to the initial term, exceed forty years from the Effective Date, unless expressly set forth in a written agreement duly approved and executed by both Parties.

3.3 Termination and Expiration of Agreement

3.3.1. Termination and Expiration for Cause

3 of 10 25

Notwithstanding the provisions of Section 3.2, above, either Party shall have the right to terminate this Agreement for cause upon material breach of this Agreement by the other Party. If either Party believes the other Party has failed to perform as required under this Agreement, said Party may serve written notice upon the Party thought to be in material breach of this Agreement thereby noticing the other Party of its intention to terminate this Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate and a statement to that effect that this Agreement shall cease and terminate upon the expiration of thirty (30) calendar days unless such violations have ceased and arrangements satisfactory to the Party giving notice have been made for correction of said breach. Should the Party receiving such notice of intent to terminate fail to take action within said thirty (30) day period, this Agreement shall be terminated. Otherwise, said Party receiving such notice shall remedy the failures stated in said notice of intent to terminate. Any dispute over termination shall be addressed pursuant to Section 3.9 of this Agreement.

Upon termination of this Agreement, the DISTRICT, in its sole discretion, shall have the right to remove any Improvements that remain on the Joint Use Property and shall otherwise have full use and enjoyment of the Joint Use Property free from any claim or lien from CITY. Notwithstanding the foregoing, the Parties agree that if this Agreement is terminated by the CITY for a material breach of the DISTRICT within five (5) years of the Effective Date, DISTRICT shall, within thirty (30) calendar days of the effective date of termination, reimburse CITY for the City Share of the Improvements, as defined in Section 3.4 of this Agreement.

3.3.2 Termination for Convenience.

Either Party may terminate this Agreement at any time, without the necessity for cause, as may be necessary or convenient for such Party. The Parties may terminate this Agreement with termination to be effective one-hundred eighty (180) days following receipt by the other party of written notice of termination. The Parties agree that if this Agreement is terminated by the DISTRICT within five (5) years of the Effective Date, DISTRICT shall, within thirty (30) calendar days of the effective date of termination, reimburse CITY for the City Share of the Improvements, as defined in Section 3.4 of this Agreement.

3.3.3 Termination for School Closure.

Notwithstanding any other provision of this Agreement, and in addition to any other bases set forth herein for termination of this Agreement, the DISTRICT may terminate this Agreement prior to expiration of the Agreement Term in the event the DISTRICT, in its sole discretion, determines to close the High School, either permanently or temporarily, for a period exceeding one calendar year. Termination pursuant to this Section shall be effective as of the date specified in the written notice of termination to the CITY. The DISTRICT shall endeavor to provide written notice to the CITY as far in advance of the closure of the school as possible; however, nothing herein shall be deemed or construed to limit the discretion of the DISTRICT in regard to closure of the school.

3.4 Improvements; Costs of Installation, Maintenance and Replacement

26

- 3.4.1 CITY will act as lead agency for the Project for purposes of satisfying the requirements of the California Environmental Quality Act ("CEQA") and all state and local laws and regulations concerning the advertisement, competitive bidding, contract award, construction, and administration of the Project. responsible for development and preparation of designs, plans, and specifications for the Project, which shall be subject to the approval of DISTRICT. CITY agrees to obtain, with the necessary assistance and support of DISTRICT, all appropriate approvals required for the Project, including, but not limited to, approvals required by the Department of General Services, Division of the State Architect ("DSA") pursuant to Education Code Section 17295. For purposes of permitting CITY to fulfill its obligations under this Section 3.4.1, DISTRICT hereby grants to CITY and its contractors a license to enter upon the Joint Use Property to install and construct the Improvements. CITY and its contractors will use reasonable efforts to complete the Project during times other than the School Day. CITY shall ensure that any contracts for the completion of the Project include provisions that require DISTRICT to be listed as an additional insured under any and all insurance policies provided by the contractor to CITY and an indemnitee for purposes of any indemnification obligations of the contractor. CITY shall comply with all applicable laws concerning the installation and construction of the Improvements including, without limitation, competitive bidding and prevailing wage requirements. CITY shall, upon request, provide to DISTRICT copies of any contracts CITY enters into concerning the Project. Upon completion and acceptance of the Improvements by CITY and DISTRICT, the Improvements shall be owned and maintained by the DISTRICT.
- **3.4.2** The total cost of the Project is estimated to be Six Thousand Five Hundred Dollars (\$6,500.00) ("Total Project Cost") with a "not-to-exceed" cost set at Seven Thousand Dollars (\$7,000). The Total Project Cost includes, without limitation, costs associated with the design, engineering, preparation of the plans and specifications of the Project, and the CITY's cost for fulfilling its obligations under Section 3.4.1. CITY shall be responsible for seventy-five percent (75%) of the Total Project Cost ("City Share") and DISTRICT shall be responsible for twenty-five percent (25%) of the Total Project Cost ("District Share"). Upon satisfactory completion of the Project, CITY shall invoice DISTRICT for the District Share. DISTRICT shall pay to CITY the amount shown on such invoice within thirty (30) calendar days.
- **3.4.3** DISTRICT, at DISTRICT's sole cost and expense, shall maintain, repair, replace, and/or cause to be maintained, in good condition and repair the Joint Use Property and the Improvements installed, repaired and/or replaced hereunder on the Joint Use Property including preventative and/or regularly scheduled maintenance. DISTRICT agrees to remove any debris generated by its activities and shall leave the Joint Use Property and the Improvements thereon in a comparable state as existed prior to the conduct of its activities.
- **3.4.4.** In the event all or any significant portion of the Joint Use Property is destroyed or damaged at any time during the term of this Agreement, the DISTRICT, in its reasonable discretion, may determine that it is not practical, possible or desirable to reconstruct, replace, or repair the Joint Use Property. In such event, this Agreement shall terminate immediately and neither Party shall have any further obligation

5 of 10 27

whatsoever to the other Party pursuant to this Agreement except as expressly provided in this Agreement.

3.5 <u>Utilities</u> DISTRICT shall be responsible for the costs for all utility services supplied to the Joint Use Property, including all water, gas, trash and electrical costs associated with the Joint Use Property.

3.6 Joint Use of Joint Use Property

During the School Year, DISTRICT shall have primary use of the Joint Use Property during each School Day. During the School Year, CITY may use the Joint Use Property at any time other than during the School Day if the Joint Use Property is available for use pursuant to Section 3.7 of this Agreement. At all other times of the year, CITY and DISTRICT may jointly use the Joint Use Property subject to any scheduling requirements set forth in Section 3.7 of this Agreement. The Parties acknowledge and agree that first priority for use of the Joint Use Property shall be for the High School baseball team to provide more availability for other youth sport organizations to use the batting cages at Woodfield Park.

3.7 Use Scheduling

Scheduling the use of the Joint Use Property shall be administered by DISTRICT in accordance with DISTRICT's rules, regulations and policies concerning the use of DISTRICT facilities. No later than the start of each school year, the DISTRICT shall provide the CITY with its schedule for the upcoming year setting forth the times and uses wherein evening or weekend uses of the Joint Use Property by DISTRICT shall be required. Both Parties shall notify the other in case of schedule changes. Any failure of the DISTRICT to provide the CITY with its schedule pursuant to this Section shall not cause the DISTRICT to forfeit the priority use of the Joint use Property by the High School, as acknowledged in Section 3.6, except that if the DISTRICT's schedule is untimely, the DISTRICT shall give priority to any conflicting scheduled uses occurring within two (2) weeks of the DISTRICT's provision of its schedule.

3.8 Governance

The District Representative is responsible for safeguarding the health, welfare, and safety of students. In emergency situations, the District Representative or his/her designee shall take such action as he/she deems appropriate, to provide for the safety of the students. CITY and DISTRICT shall work cooperatively to eliminate situations which threaten the health, welfare, and safety of students.

3.9 Resolution Without Arbitration

In the event any dispute arises over the scheduling of the use of the Joint Use Property or any other dispute arising under the terms of this Agreement, City and District Representatives shall reasonably endeavor to meet and confer with the object of resolving such disputes within forty-eight (48) hours of the request of either Party, unless otherwise agreed upon by the Parties. If, within seven (7) days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the City and District Representatives to their mutual satisfaction, the City and District

28 6 of 10

Representatives shall then convene a committee composed of themselves and two (2) members each of the City Council of CITY and Board of Education of DISTRICT, selected by such legislative bodies, in their discretion. The committee shall meet as soon as possible to attempt to resolve the dispute to the mutual satisfaction of CITY and DISTRICT.

3.10 Indemnification

3.10.1 Indemnification by CITY

CITY hereby agrees to defend, indemnify and hold free and harmless DISTRICT and DISTR1CT's elected and appointed officials, officers, employees, and volunteers from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, personal injury, death or property damage, arising from or connected with CITY's actions under this Agreement, including any worker's compensation suits, liability, or expense, arising from or connected with performance under this Agreement, whether such claims, damages, liabilities, costs and/or judgments are based upon alleged negligence, a dangerous condition of public property, or any other theory of liability. CITY'S duty to indemnify DISTRICT shall survive the expiration or other termination of this Agreement as to any injuries, occurrences or claims occurring or alleged to have occurred prior to its expiration or termination.

3.10.2 Indemnification by DISTRICT

DISTRICT hereby agrees to defend, indemnify, and hold free and harmless CITY and CITY's elected and appointed officials, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, personal injury, death or property damage, arising from or connected with DISTRICT'S actions under this Agreement, including any worker's compensation suits, liability, or expense, arising from or connected with performance under this Agreement, whether such claims, damages, liabilities, costs and/or judgments are based upon alleged negligence, a dangerous condition of public property, or any other theory of liability. DISTRICT's duty to indemnify CITY shall survive the expiration or other termination of this Agreement as to any injuries, occurrences or claims occurring or alleged to have occurred prior to its expiration or termination.

3.11 Insurance

DISTRICT shall carry adequate property damage and public liability insurance or be otherwise financially responsible in an amount sufficient to reasonably protect the Property, the Joint Use Property, the Improvements and the activities contemplated under this Agreement against claims, demands, causes of actions, damage, cost, expense, property damage, bodily injury, personal injury, loss, or liability. Such amount shall be no less than One Million Dollars (\$1,000,000). DISTRICT shall furnish CITY with proof of such insurance or financial responsibility.

7 of 10 29

The CITY shall require the contractor utilized by the CITY to perform work on the Joint Use Property or complete the Improvements to provide insurance coverage at minimum as follows:

- Commercial General Liability. Commercial general liability insurance, including products and completed operations, with limits of no less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the project constructed pursuant to this Agreement, or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability. Automobile liability insurance with limits of no less than \$2,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation and Employer's Liability. Workers' compensation insurance shall be provided to the extent required by the State of California, with statutory limits, and employer's liability insurance shall be provided with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Payment to the contractor will be made in full upon 30 days after completion of the project.

3.12 <u>Time of Essence</u>

Time is of the essence of each provision of this Agreement.

3.13 Consent of Parties

Whenever consent or approval of either Party is required, that Party shall not unreasonably withhold such consent or approval.

3.14 Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between CITY and DISTRICT, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein with respect to the Improvements and Joint Use Property, nor shall this Agreement be construed, except as expressly provided herein, to authorize either Party to act as the agent for the other.

3.15 Amendment of Agreement

CITY and DISTRICT realize that this Agreement may remain in effect past current ability to understand the future needs of the Parties. Therefore, the Parties

agree to meet from time to time at the request of either Party and discuss methods, details and amendments to accommodate the needs of the Parties and the purpose of this Agreement to the fullest practical extent.

3.16 Assignment

Neither CITY nor DISTRICT may assign any right or delegate any duty arising under this Agreement without the prior written consent of the other Party.

3.17 Binding Effect

All of the terms, conditions and provisions of this Agreement shall be deemed to be covenants. The covenants contained in this Agreement shall bind and insure to the benefit of CITY and DISTRICT and their respective representatives, successors, and, except as otherwise provided in this Agreement, their assigns.

3.18 Interpretation

This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. Venue shall be in Orange County. The language contained herein shall be construed according to its fair meaning and not strictly for or against either Party. The paragraph headings are for purpose of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

3.19 Notices

Any notice provided for herein shall be sent by, and deemed given when deposited in the United States mail, registered and postage prepaid, to the Parties at the following addresses, or to such other address as a Party may designate by notice to:

CITY: City of Aliso Viejo

12 Journey, Suite 100 Aliso Viejo, CA 92656 Attention: City Manager

DISTRICT: Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

Attention: Superintendent

3.20 Entire Agreement

This Agreement contains, all of the covenants, terms, provisions and agreements between CITY and DISTRICT relating in any manner to the use and occupancy of the Joint Use Property. No prior agreement or understanding of the Parties with respect to the matters referred to herein shall be valid or of any force or effect, and no covenant, term, provision or agreement of this Agreement can be altered or amended except in writing, signed by both Parties hereto.

9 of 10 31

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY" CITY OF ALISO VIEJO, a California municipal corporation By: __ Mark A. Pulone City Manager ATTEST: By:_____ Susan Ramos City Clerk APPROVED AS TO FORM: **BEST BEST & KRIEGER** By:___ Scott C. Smith City Attorney "DISTRICT" CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district Superintendent or Designee APPROVED AS TO FORM: Bowie, Arneson, Wiles and Giannone By:_____

Legal Counsel to DISTRICT

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186)

1. Instructional materials

- a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state or district-adopted textbooks or other required instructional materials to use in class.
- b. A pupil does not have access to instructional materials to use at home or after school in order to complete required homework assignments.
- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- d. A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment

a. A semester begins and a certificated teacher is not assigned to teach the class.

Vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

- b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

EXHIBIT 4

Williams Uniform Complaint Procedure

3. High School Exit Examination

Pupils, including English learners, who have not passed one or both parts of the high school exit examination by the end of the 12th grade are to be provided the opportunities to receive intensive instruction and services for up to two consecutive academic years after the completion of Grade 12.

4. Facilities

a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including but not limited to gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition.

- b. School restrooms were not maintained or cleaned regularly, are not operational, or are not stocked with toilet paper, soap and functional hand driers or paper towels.
- c. The school has not kept sufficient number of restrooms open during hours when pupils are in classes.

5. Pupil Fees

a. Pupils shall not be charged fees, including security deposits, or be required to purchase materials or equipment, to participate in a class or an extracurricular activity.

Filing of Complaint

A complaint alleging any condition(s) specified above shall be filed with the principal or designee. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee within 10 working days.

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received.

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to his/her complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. At the same time, the principal or designee shall report the same information to the Superintendent or designee.

Williams Uniform Compliance Procedure

If a complainant is not satisfied with the resolution of the complaint, he/she may describe the complaint to the Governing Board at a regularly scheduled hearing.

For complaints concerning a facility condition that poses an emergency or urgent threat to the health or safety of pupils as described in item #4a above, a complainant who is not satisfied with the resolution proffered by the principal, Superintendent, or designee may file an appeal to the Superintendent of Public Instruction. The complainant shall comply with the appeal requirements of Section 4632.

Complaints and written responses shall be public records.

Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints on a quarterly and annual basis to the Board and the County Superintendent of Schools. The report shall include the number of Williams complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported at a regularly scheduled Board meeting.

Forms and Notices

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes.

Additionally:

- If a response is requested, the response shall be made to the mailing address of the complainant indicated on the complaint.
- If Section 48985 of the Education Code is applicable, the response, if requested, and report shall be written in English and the primary language in which the complaint was filed.
- Each school in the district shall have complaint forms available for such Williams identified complaints.
- The complainant need not use the "official" CUSD Williams form to file a complaint.

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186.

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties
17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account
33126 School Accountability Report Card
35186 Alternative uniform complaint procedure
60119 Hearing on sufficiency of instructional materials
CODE OF REGULATIONS, TITLE 5
4600-4671 Uniform complaint procedures

Board Policy 1312.4(d)

Williams Uniform Compliance Procedure

Management Resources:

WEB SITES

CSBA: http://www.csba.org

California Department of Education, Williams case: http://www.cde.ca.gov/eo/ce/wc/index.asp

Policy

CAPISTRANO UNIFIED SCHOOL DISTRICT

Adopted: December 2004

San Juan Capistrano, California

Revised: December 10, 2007 Revised: August 11, 2008



Capistrano Unified School District

33122 Valle Road San Juan Capistrano, California 92675

PARENTS, GUARDIANS, PUPILS, AND EMPLOYEES WILLIAMS UNIFORM COMPLAINT PROCEDURES

For more information please refer to Board Policy 1312.4 Williams Uniform Complaint Procedures

State law requires the following:

- 1. There should be sufficient textbooks and instructional materials. Each pupil, including English learners, must have textbooks and instructional materials to use in class and to take home to complete assignments.
- 2. There should be no teacher vacancies or misassignments.
- 3. Pupils, including English learners, who have not passed one or both parts of the high school exit examination by the end of the 12th grade are to be provided the opportunities to receive intensive instruction and services for up to two consecutive academic years after the completion of Grade 12.
- 4. School facilities should be clean, safe, and maintained in good repair.
- 5. Pupils shall not be charged fees, including security deposits, or be required to purchase materials or equipment, to participate in a class or an extracurricular activity.

To file a complaint, you can obtain a Williams Uniform Complaint form at the principal's office, district office, or it can be downloaded from the CUSD website (www.capousd.org). The completed form would then be mailed to the attention of the Uniform Complaint Officer at the address below. You may also download a copy of the California Department of Education complaint form from the following web site: http://www.cde.ca.gov/re/cp/uc/.

Education Code Section 35186

Uniform Complaint Officer Capistrano Unified School District 33122 Valle Road San Juan Capistrano, California 92675 (949) 234-9200

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

Uniform Complaint Procedure Form For *Education Code* **Section 35186 Complaints**

Education Code (EC) Section 35186 created a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. The complaint and response are public documents as provided by statute. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the following contact information.

and response are public documents as provided by statute. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the following contact information. Response requested: Yes No						
Name (Optional):		iling Address (Optional):				
Contact Ph	Contact Phone Number/s (Optional):					
Issue of co	complaint (please check all that apply):					
1. Tex	extbooks and Instructional Materials					
	A pupil, including an English learner, does instructional materials or state-adopted or di instructional materials to use in class.	not have standards-aligned textbooks or strict-adopted textbooks or other required				
	A pupil does not have access to textbooks o after school. This does not require two sets each pupil.	r instructional materials to use at home or of textbooks or instructional materials for				
	Textbooks or instructional materials are in pages, or are unreadable due to damage.	poor or unusable condition, have missing				
	A pupil was provided photocopied sheets instructional materials to address a shortage	from only a portion of a textbook or of textbooks or instructional materials.				
2. Fac	acility Conditions					
	A condition poses an urgent or emergency to staff, including: gas leaks, nonfunctioning conditioning systems, electrical power failured or vermin infestation, broken windows or and that pose a security risk, abatemental undiscovered that pose an immediate three creating a hazardous or uninhabitable conditions.	heating, ventilation, fire sprinklers or air- ire, major sewer line stoppage, major pest exterior doors or gates that will not lock ent of hazardous materials previously eat to pupils or staff, structural damage				
	the school district determines appropriate.	ined or cleaned regularly, is not fully				

		The school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours				
		when pupils are in classes.				
3.	Tea	scher Vacancy or Misassignment				
<i>3.</i>		Teacher vacancy - A semester begins and a teacher vacancy exists. (A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.)				
		Teacher misassignment - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.				
		Teacher misassignment - A teacher is assigned to teach a class for which the teacher				
4	Hi	lacks subject matter competency. gh School Exit Examination (For school districts who receive intensive				
		truction funds)				
<u>5.</u>		Pupils who have not passed the high school exit exam by the end of 12 th grade were not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254 (d) (4) and (5) after the completion of grade 12. Pupil Fees				
		Pupils shall not be charged fees, including security deposits, or be required to purchase materials or equipment, to participate in a class or an extracurricular activity.				
Date o	of Pr	oblem:				
Locati	on c	of Problem (School Name, Address, and Room Number or Location):				
Course	e or	Grade Level and Teacher Name:				
		cribe the issue of your complaint in detail. You may attach additional pages if to fully describe the situation.				

Please file this complaint with your Principal or at the District, attention: Jeffrey Bristow, Executive Director / UCO, 33122 Valle, San Juan Capistrano, CA 92675.

All Personnel BP 4031(a)

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT

The appointed Uniform Complaint Officer is the Nondiscrimination in Employment Officer:

The following procedures shall be followed when an employee has a complaint alleging that a specific action, policy, procedure or practice discriminates against him/her on any basis specified in the District's nondiscrimination policies. Individuals who have complaints alleging sexual harassment shall utilize those policies/and complaint procedure.

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(cf. 1312 Uniform Complaint Policy)
(cf. 0410 Nondiscrimination in District Programs and Activities)
(cf. 4030 Nondiscrimination in Employment)
(cf. 4119.11 Sexual Harassment All Personnel)
(cf. 5183 Sexual Harassment Students)
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- 1. The complaint must be initiated within 60 calendar days after a complainant knew, or should have known, of the alleged discrimination.
- 2. All parties involved in allegations of discrimination shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made. The complainant also shall be notified of his/her right to appeal the decision to the next level.
- 3. When a complaint is brought against the individual responsible for the complaint process at any level, the complainant may address the complaint directly to the next appropriate level.
- 4. Meetings related to a complaint shall be held at times the District determines least likely to interfere with school schedules and operations.
- 5. For the protection of the complainant and the District, complaint proceedings shall be kept confidential within legal constraints.
- 6. All documents, communications and records dealing with the complaint shall be maintained in a separate unique District file and logged as appropriate.
- 7. No retaliation shall be taken in any form for filing of a complaint, reporting instances of discrimination, or for participation in the complaint process. Such participation shall not in any way affect the status or work assignments of the complainant.

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT (continued)

8. Time limits specified in these procedures may be revised only by written mutual agreement of the parties. If the District fails to respond within a specified or adjusted time limit, a complainant may proceed to the next level. If a complainant fails to take the complaint to the next level within the prescribed time, the complaint shall be considered settled at the preceding level.

Level I

The complaint should be discussed informally with the principal or administrator having oversight responsibility for the program or personnel where the alleged discriminatory act occurred. If the complainant's concerns are not clear or cannot be resolved through informal discussion, the principal or administrator shall prepare, within 10 calendar days, a written summary of his/her meeting(s) with the complainant. This report shall be forwarded to the nondiscrimination officer.

If the complaint is deemed to have merit, the principal or administrator will attempt to resolve the complaint with the parties.

Resolution of the complaint through this procedure by mutual agreement of the participants will close the issue.

Level II

If a complaint cannot be resolved at Level I, the complainant may submit a formal written complaint to the District Uniform Complaint Officer within 10 calendar days of his/her attempt to resolve the complaint informally. The written complaint shall include the following:

- 1. The complainant's signature or that of his/her representative.
- 2. The complainant's name, address and telephone number.
- 3. The name and address of the district staff member who committed the alleged violation.
- 4. A description of the allegedly discriminatory act(s) or omission(s).
- 5. A specific description of the time, place, nature, participants in and witnesses to the alleged act(s) or omission(s).
- 6. Other pertinent information which may assist in investigating and resolving the complaint.

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT (continued)

The Uniform Complaint Officer shall assign a staff member to assist the complainant with this writing if such help is needed. The officer shall respond to the complainant in writing within 10 calendar days.

The Uniform Complaint Officer shall conduct any investigation necessary to respond to the complaint, including discussion with the complainant, person(s) involved, appropriate staff members and students, and review of the Level I response and all other relevant documents. If a response from third parties is necessary, the Uniform Complaint Officer may designate up to 10 additional calendar days for investigation of the complaint.

Level III

If the complaint cannot be resolved at Level II, the complainant may present the complaint to the Superintendent or designee within 10 calendar days. The Superintendent or designee shall review the Level II investigation file, including the written complaint and all responses from district staff. The Superintendent or designee shall respond to the complainant in writing within 10 calendar days.

If the Superintendent or designee finds it necessary to conduct further investigation, he/she may designate up to 10 additional calendar days for such investigation and shall respond to the complainant in writing within 10 calendar days of completing the investigation.

Level IV

If the complainant is not satisfied with the resolution at Level III, he or she has 10 calendar days from the date of the letter containing the Level III findings to request in writing an appeal to the Board of Trustees.

The Board shall grant the hearing request for the next regular Board meeting for which it can be placed on the agenda. Any complaint against a district employee shall be conducted in closed session as a personnel matter. The Board shall render its decision within 10 calendar days after the hearing.

(cf. 4324 Complaints Concerning School Personnel)

Instead of conducting a hearing, the Board may appoint a hearing officer to review the complaint and previous decisions and make recommendations to the Board. The Hearing Officer shall hear the appeal and render its recommended decision within 10 calendar days.

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT (continued)

Other Remedies

Complainants may appeal the district's action to the California Department of Education. The Superintendent or designee shall ensure that complainants are informed that injunctions, restraining orders and other civil law remedies may also be available to them. This information shall be published with the district's nondiscrimination complaint procedures and included in any related notices. (Education Code 262.3)

Legal Reference:

EDUCATION CODE

200-262.3 Prohibition of discrimination

GOVERNMENT CODE

12920-12921 Nondiscrimination

12940-12948 Discrimination prohibited; unlawful practices, generally

TITLE VI, CIVIL RIGHTS ACT OF 1964

TITLE VII, CIVIL RIGHTS ACT OF 1964

TITLE IX, EDUCATION AMENDMENTS OF 1972

SECTION 504, REHABILITATION ACT OF 1973

AGE DISCRIMINATION ACT OF 1975

AMERICANS WITH DISABILITIES ACT

Policy

revised: June 14, 1999

revised: August 9, 2000

revised: July 26, 2005

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

4361.8

FAMILY CARE AND MEDICAL LEAVE

The Governing Board of Trustees shall grant family care and medical leave to eligible employees in accordance with current state and federal law. Full-time and part-time employees, Employees, including part time staff, who have been employed for at least 12 months, not required to be concurrent, and who have provided a minimum of 1,250 hours of service in the 12 months preceding the request for leave, are eligible for leave under the California Family Rights Act of 19913 (Government Code Section §12945) and the Federal Family and Medical Leave Act of 1993 (FMLA). The unpaid leave is for a maximum for a total of 12 workweeks during any a single 12-month period, except for care of a military service member, where the maximum unpaid leave is 26 work weeks in a single 12-month period. Available unpaid Ffamily care and medical leaves benefits may run concurrently with employee sick leave benefits each other and also with other employee accrued paid leaves.

Employees taking this leave shall be reinstated in the same or an <u>eomparable equivalent</u> position upon returning from family care leave, except as allowed by law <u>or collective bargaining agreement</u>.

An Eemployees who takes medical leave for his/or her own serious health condition shall present certification from his/or her health care provider to the effect that he/or she is able to resume return to work. If any work restrictions are placed by the health care provider, the District and the employee will engage in the interactive process as required by state and federal law to determine if reasonable accommodations are available to permit the employee to perform the essential functions of his or her job.

Leave is permitted for the following reasons as outlined in administrative regulations or collective bargaining agreement.

Legal Reference:

GOVERNMENT CODE

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.2 Family care leave; definitions; conditions

19702.3 Family care leave; exercise of rights

CODE OF REGULATIONS, TITLE 2

7297.0-7297.911 Family Care Leave

UNITED STATES CODE, TITLE 29

2601, 2611-2619, 2631-2636, 2651-2654 Family and Medical Leave Act of 1993

CODE OF FEDERAL REGULATIONS, TITLE 29

825 Family and Medical Leave Act of 1993

Policy

revised: June 14, 1999

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

EXHIBIT 6

45

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT **BOARD OF TRUSTEES** MINUTES - REGULAR MEETING JUNE 13, 2011 **EDUCATION CENTER - BOARD ROOM**

President Brick 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 Student Expulsions (seven cases); discuss Public Employee Appointment/Employment; discuss Public Employee Discipline/Dismissal/Release; and discuss CSEA/CUEA/CUMA/ Teamsters negotiations.

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

The Pledge of Allegiance was led by President Brick.

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

Student Advisor Larson Ishii

Absent: Trustee Bryson

A CD of the Board meeting discussion related to each of the items on the public Permanent Record 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

It was moved by Trustee Alpay, seconded by Trustee Pritchard, and carried by a 6-0 vote Adoption of the to adopt the Board agenda.

Board Agenda

AYES:

Trustees Addonizio, Alpay, Brick, Hatton, Palazzo, Pritchard,

and Student Advisor Larson Ishii

NOES: None

ABSENT: Trustee Bryson

President Brick asked Vice President Pritchard to facilitate the meeting.

President's Announcement

Trustee Pritchard reported the following action taken during closed session:

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

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

James M. Reardon v. Capistrano Unified School District: Direction was given to counsel.

Agenda Item #3 B-1 – Student Expulsion

The Board voted by a 6-0 vote to expel the following student with staff recommendations: Case #2011-097

AYES:

Trustees Addonizio, Alpay, Brick, Hatton, Palazzo, and

Pritchard

NOES:

None

ABSENT: Trustee Bryson

49 **EXHIBIT 8**

6310

Agenda Item #3 B-2 - Student Expulsion

The Board voted by a 6-0 vote to approve placing the following student at Serra in the fall: Case #2011-098

AYES:

Trustees Addonizio, Alpay, Brick, Hatton, Palazzo, and

Pritchard

NOES: None

ABSENT: Trustee Bryson

Agenda Item #3 B3-B7 - Student Expulsion by Stipulated Expulsion:

The Board voted by a 6-0 vote to expel the following students by stipulated agreement: Case #2011-094, #2011-101, #2011-103, #2011-104, and #2011-105

AYES:

Trustees Addonizio, Alpay, Brick, Hatton, Palazzo, and

Pritchard

NOES:

None

ABSENT: Trustee Bryson

Agenda Item #3 C-1 – Public Employee Appointment/Employment - Principal,

CVHS: No action was taken.

Agenda Item #3 C-2 – Public Employee Appointment/Employment:

The Board voted by a 6-0 vote to approve the appointment of Jason Allemann, Principal, Dana Hills High School.

AYES:

Trustees Addonizio, Alpay, Brick, Hatton, Palazzo, and

Pritchard

NOES:

None

ABSENT: Trustee Bryson

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

The Board voted by a 6-0 vote to approve the appointment of Penny Larsen, Manager IV, Budget.

AYES:

Trustees Addonizio, Alpay, Brick, Hatton, Palazzo, and

Pritchard

NOES:

None

ABSENT: Trustee Bryson

Agenda Item #3 D - Public Employee Discipline/Dismissal/Release: No action was taken.

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

Marcus Walton, Chief Communications Officer, introduced and recognized:

Special Recognitions

Denise Caras, Eddie Gardea, Victoria Lloyd, Carmen Vega, Vivienne Whitmore, and Stephanie Zenisek for being selected as the 2011 CUSD Classified Employees of the Year. Each Classified Employee of the Year received a plaque from the District.

Bernice Ayer Middle School for its selection as a National School to Watch. Principal Holly Feldt presented the Board of Trustees and Dr. Farley with Certificates of Recognition from the California Department of Education.

Ladera Ranch Middle School Principal Karen Gerhard and Newhart Middle School Principal Jeff Jones for their schools being named California Distinguished Schools.

Superintendent Farley thanked Student Advisor Larson Ishii for his contribution to the District and presented him with gift and plaque on behalf of the Board of Trustees. Dr. Farley announced Larson would be attending Harvard in the fall.

Board and Superintendent Comments

Student Advisor Larson Ishii remarked the overall theme of the last year has been "change," starting with a new Superintendent, three new Trustees, a new CVHS activities director and principal, a new theater for CVHS, and personal change. Larson encouraged students to care about the District and the direction it is heading.

Trustee Hatton stated she was proud of Larson and added it was an honor for her to represent the District.

Trustee Palazzo announced that she had attended the GRIP's Angel night with 200 CUSD students and one of the Marco Forster Middle School students caught a homerun baseball. Trustee Palazzo reminded parents to immunize their children for whooping cough.

Trustee Pritchard reported he attended the Aliso Niguel High School Senior Awards and was impressed with the accomplishments and achievements of the students.

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

Oral Communications

The following people addressed the Board:

• Ambuehl parents Carrie Weeks, Bruce Becker, Maureen Bournazian, Debi Kellermann, and Lisa Dalgaard expressed their concerns and opposition to the District's decision to place the West View Academy on the Ambuehl Elementary School campus. The parents shared their concerns of having high school students near the kindergarten yard, traffic issues, loss of the newest building on the campus, displacement of students, and the District's lack of input from parents.

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to allow parent Lisa Dalgaard, who turned in a late Blue Card, to address the Board.

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

Pritchard

NOES: None

ABSENT: Trustee Bryson

DISCUSSION/ACTION

Trustee Pritchard introduced this item by announcing, the Board of Education is now acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District and will now address matters related to the Special Tax Revision Proceedings of Community Facilities District No. 2005-1.

PUBLIC HEARING: CFD 2005-1 Agenda Item 7

Trustee Pritchard introduced Deputy Superintendent Ron Lebs to make a presentation regarding CFD No. 2005-1. Mr. Lebs introduced attorney Alex Bowie who was assisting with the presentation of the issues and agreements. Mr. Lebs stated all parties have approved and received executed copies of the First Amended Impact Mitigation Agreement, the First Amended Joint Community Facilities Agreement, and the Settlement Agreement. The First Amended Community Facilities District Report for CFD No. 2005-1 dated June 1, 2011, prepared by David Taussig & Associates concerning the First Amended Rate and Method of Apportionment of Special Taxes of CFD No. 2005-1 has been received and is submitted as part of these proceedings.

At 7:53 p.m. Trustee Pritchard declared the Continued Public Hearing on the Special Tax Revision Proceedings of CFD No. 2005-1 and the proposed First Amended Rate and Method of Apportionment open.

Trustee Pritchard asked Mr. Lebs if staff has confirmed that all notices, filings, and publications have been accomplished and Mr. Lebs confirmed staff received all proofs of publication of all notices of the Continued Public Hearings and filings for these proceedings. Trustee Pritchard stated, pursuant to Resolution No. 1011-43, the Deputy Superintendent of Business and Support Services has been designated as the Election Official for the proposed Special Tax Election relative to these proceedings and then asked Mr. Lebs if he received all of the waivers from the landowners that are necessary to conduct the Special Tax Election in regard to these proceedings. Mr. Lebs responded written waivers from each landowner within CFD No. 2005-1, and all of the waivers were duly approved and signed.

Trustee Pritchard asked the clerk if any written comments had been received. Trustee Alpay responded no written comments had been received. Trustee Pritchard asked if anyone wished to address the Board regarding the Special Tax Revision Proceedings of CFD No. 2005-1. There were no speakers. Trustee Pritchard declared the public hearing closed at 7:55 p.m.

Mr. Bowie explained Resolution No. 1011-60 makes changes of the rate and method of apportionment and reducing the levy of special taxes within CFD No. 2005-1 since March 8, 2011.

It was moved by Trustee Palazzo, seconded by Trustee Alpay, and the motion carried by a 6-0 vote to approve Resolution No. 1011-60 entitled, "Resolution of the Board of Education of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District (CFD) No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Ordering Certain Changes and Modifications to Proceedings to Alter the Rate and Method of Apportionment and Reducing the Levy of Special Taxes within CFD No. 2005-1 of the Capistrano Unified School District."

ROLL CALL AYES: Trustees Addonizio, Alpay, Brick, Hatton, Palazzo,

Pritchard, and Student Advisor Larson Ishii

NOES: None

ABSENT: Trustee Bryson

ABSTAIN: None

Mr. Bowie stated Resolution No. 1011-61 determines the District has taken the proper steps in the prior proceedings and calls for a special election.

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve Resolution No. 1011-61 entitled, "Resolution of the Board of Education of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District (CFD) No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Determining the Validity of Prior Proceedings and Calling a Special Election."

ROLL CALL AYES: Trustees Addonizio, Alpay, Brick, Hatton, Palazzo,

Pritchard, and Student Advisor Larson Ishii

NOES: None

ABSENT: Trustee Bryson

ABSTAIN: None

Trustee Pritchard asked Mr. Lebs, as the designated Election Official for CFD No. 2005-1, to declare the results of the Special Tax Election. Mr. Lebs announced the result of the Special Tax Election was 271 "yes" votes and 0 "no" votes. The certification of election results will be attached to Resolution No. 1011-62.

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve Resolution No. 1011-62 entitled, "Resolution of the Board of Education of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District (CFD) No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Canvassing the Results of the Election Held within CFD No. 2005-1."

ROLL CALL AYES: Trustees Addonizio, Alpay, Brick, Hatton, Palazzo,

Pritchard, and Student Advisor Larson Ishii

NOES: None

ABSENT: Trustee Bryson

ABSTAIN: None

Mr. Bowie explained Resolution No. 1011-63, based on the election results, determines the taxes are now reduced to a point consistent with what the developer intends to build, and the agreements have been executed by all parties.

It was moved by Trustee Alpay, seconded by Trustee Brick, and motion carried by a 6-0 vote to approve Resolution No. 1011-63 entitled, "Resolution of the Board of Education of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District (CFD) No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Altering the Rate and Method of Apportionment and Reducing the Levy of Special Taxes within CFD No. 2005-1 and Taking Related Actions."

ROLL CALL AYES: Trustees Addonizio, Alpay, Brick, Hatton, Palazzo,

Pritchard, and Student Advisor Larson Ishii

NOES: None

ABSENT: Trustee Bryson

ABSTAIN: None

Mr. Bowie explained when the CDF was formed, the District adopted an ordinance establishing the taxes at the rate consistent with the original formation, and now with the action taken at this meeting to reduce the taxes, Trustees need to adopt an ordinance reducing the original ordinance so the taxes are in agreement with the previous action. Mr. Bowie stated the procedure requires a motion authorizing the reading of this ordinance by title only. Trustee Pritchard clarified if the motion didn't pass then Trustee Alpay, as Clerk of the Board, would be required to read the entire ordinance.

It was moved by Trustee Alpay, seconded by Trustee Palazzo, and motion carried by a 6-0 vote to approve reading the Ordinance by title only and the Clerk forgoes reading the entire Ordinance.

AYES: Trustees Addonizio, Alpay, Brick, Hatton, Palazzo,

Pritchard, and Student Advisor Larson Ishii

NOES: None

ABSENT: Trustee Bryson

ABSTAIN: None

Trustee Alpay read the following: Ordinance of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) authorizing the levy of a special tax within Community Facilities District No. 2005-1.

Trustee Pritchard stated copies of the proposed Ordinance are available at the District office for public inspection and then directed staff to schedule the Ordinance for second reading at the July 11 Board meeting.

Trustee Pritchard announced the matters related to CFD No. 2005-1 are complete. The Board will no longer be acting as the Legislative Body of CFD No. 2005-1 for the remaining items of the agenda.

Assistant Superintendent Julie Hatchel introduced Director Kim Bailey to provide an overview of the scope of work completed by the District Student Fees Task Force. Mrs. Bailey reported members of the task force represented all stakeholder groups, including parents, teachers, administrators, school-connected organizations, and District staff. Mrs. Bailey explained the purpose was to examine the areas where the District has some potential compliance issues with the ACLU or student fees and to proactively provide some guidelines to support educators, coaches, and school-connected organizations. Mrs. Bailey informed the Board the task force drafted a set of guidelines, including an online training module, which is posted on the District's website as well as a booklet for staff and school-connected organizations. Mrs. Bailey stated there will be ongoing refinement and development to the information and additional guidelines are expected from the state.

Student Fees Task Force Agenda Item 8

Trustees asked questions regarding enforcement of compliance at school sites and with school-connected organizations, transportation fees, equality for all sports, and the impact on sport programs and Advanced Placement classes. Trustee Addonizio directed staff to strengthen the mandate portion of the fees and the consequences of noncompliance with the law.

Assistant Superintendent Jodee Brentlinger explained the State of California continues to project a budget shortfall for the 2011-2012 fiscal year. While the Governor's May Budget Revise proposes flat funding for K-12 education, the state has not yet adopted a budget. Therefore, the District must continue to preserve every option to ensure it develops and adopts a balanced budget by June 30, 2011.

Employee Compensation Reductions Agenda Item 9

Mrs. Brentlinger stated for the third consecutive year, as a precautionary measure, Trustees are being asked to adopt a resolution and authorization to provide written notice to union leadership of the District's represented groups and to unrepresented CUMA employees. This action reserves the right to negotiate a reduction in salaries during the 2011-2012 school year should it become necessary.

The following person addressed the Board:

• Ronda Walen stated she was disappointed to see this item on the agenda again this year. The tone of the resolution is oppositional and does nothing to promote collaboration and does everything to erode trust. Mrs. Walen asked Trustees to please vote no on this resolution.

Following discussion, it was moved by Trustee Palazzo, seconded by Trustee Alpay, and motion received a 3-3 vote to approve Resolution No. 1011-58, Reserving the Right to make 2011-2012 Employee Compensation Reductions for all employees and provide authorization to deliver written notice to union leaders and unrepresented CUMA employees. Trustee Pritchard tabled this item.

ROLL CALL AYES: Trustees Alpay, Hatton, Palazzo, and Student Advisor

Larson Ishii

NOES: Trustees Addonizio, Brick, and Pritchard

ABSENT: Trustee Bryson

ABSTAIN: None

Following the completion of agenda item #11, Trustees voted to reconsider this item due to the tie vote and the arrival of Trustee Bryson. Trustee Pritchard requested the original vote restated and Assistant Superintendent Jodee Brentlinger provided a short presentation for Trustee Bryson.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 4-3 vote to approve Resolution No. 1011-58, Reserving the Right to make 2011-2012 Employee Compensation Reductions for all employees and provide authorization to deliver written notice to union leaders and unrepresented CUMA employees.

ROLL CALL AYES: Trustees Alpay, Bryson, Hatton, Palazzo, and Student

Advisor Larson Ishii

NOES: Trustees Addonizio, Brick, and Pritchard

ABSENT: None ABSTAIN: None

Assistant Superintendent Jodee Brentlinger stated this agenda item seeks Board approval to reduce hours worked per day for two classified employee position groups. These remaining classifications were negotiated as a provision of the 2010-2012 CSEA and CUSD contract settlement agreement specifically outlined in 12(e) of the tentative agreement. This item also seeks Board approval to eliminate three Supervisor III positions in the Child Development Department. This layoff recommendation decreases management staff as the first step in a departmental reorganization and consolidation of the management structure.

Classified Layoff Management and Non-Management Employees Agenda Item 10

The following people addressed the Board:

- Melissa Reeder, Camilla Scolnick, and Sarah Gonzalez spoke in opposition to reducing the hours of Speech Language Pathologist Assistants and stated the reduction will directly affect therapy services to children.
- Terry Hause stated she doesn't know how workers will be able to do their jobs in 7 hours and still provide safe food and a clean environment.
- Ronda Walen remarked that under Item 12 of the Tentative Agreement CSEA thought they were agreeing to \$100,000 in cuts but if this resolution is approved it will jump to \$351,000. Mrs. Walen stated she brought the error to the District administrators but instead of attempting to correct the mistake they are justifying their action by claiming they gave CSEA too much credit for another item. Mrs. Walen asked Trustees to honor the agreement and vote no to decreasing more classified hours and positions.

Following discussion, it was moved by Trustee Palazzo, seconded by Trustee Alpay, and motion carried by a 4-2 vote to adopt Resolution No. 1011-59, Classified Layoff Management and Non-Management Employees, in the designated classifications.

ROLL CALL AYES: Trustees Alpay, Brick, Palazzo, Pritchard, and Student

Advisor Larson Ishii

NOES: Trustees Addonizio and Hatton

ABSENT: Trustee Bryson

ABSTAIN: None

At 9:00 p.m. it was moved by Trustee Alpay, seconded by Trustee Pritchard, and motion Recess carried by a 6-0 vote to take a five minute recess. The Board reconvened at 9:10 p.m.

AYES: Trustees Addonizio, Alpay, Brick, Hatton, Palazzo,

Pritchard, and Student Advisor Larson Ishii

NOES: None

ABSENT: Trustee Bryson

Deputy Superintendent Ron Lebs reported the proposal, submitted by mutual agreement of the parties, is offered in lieu of a formal Proposition 39 offer for the 2011-2012 school year. The offer provides facilities at two locations, grades K-8 at Barcelona Hills Elementary School and Independent Study at Foxborough. Mr. Lebs explained Oxford Preparatory Academy is willing to seek space for fewer than its full projected ADA for the 2011-2012 school year to house grades K-8 in one location. Mr. Lebs added that Oxford Preparatory Academy agreement to not require a formal Proposition 39 offer helps the District's budget.

Oxford Preparatory Academy Agenda Item 11

To facilitate the twelve people requesting to speak to this item, it was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried by a 6-0 vote to extend the 20 minutes specified in Board Bylaw 9323 for speakers and allow each speaker two (2) minutes rather than the usual 3 minutes to speak.

AYES: Trustees Addonizio, Alpay, Brick, Hatton, Palazzo,

Pritchard, and Student Advisor Larson Ishii

NOES: None

ABSENT: Trustee Bryson

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 6-0 vote to allow the speakers to select the order in which they would speak.

AYES: Trustees Addonizio, Alpay, Brick, Hatton, Palazzo,

Pritchard, and Student Advisor Larson Ishii

NOES: None

ABSENT: Trustee Bryson

- Barcelona Hills Elementary School parents Debbie Lackie, Linda Shepard, Magda McLain, Whitney Kazemipour, Laura Hess, Michael Nemec, Jim Reynen, and Patrick Mallon spoke in opposition of placing Oxford Preparatory Academy K-8 on the Barcelona Hills Elementary School campus. Parents voiced their concerns about shared bathroom use, the District's lack of candor with parents, the YMCA program, overcrowding, the sharing of Barcelona Hills' resources, and the relocation of SDC students to Reilly.
- Valinda Accetta, Pat Delorenzo, and Anne Deffebach spoke in opposition to having SDC students moved again, the need for routine for these children, and the lack of proper notification and consent from SDC parents.

Trustee Bryson arrived on the dais at 10:05 p.m.

Following discussion, it was moved by Trustee Palazzo and seconded by Trustee Addonizio to approve the proposal to provide Oxford Preparatory Academy facilities for the 2011-2012 school year.

Trustee Alpay made a substitute motion. It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 5-2 vote to adopt staff recommendation with the following changes: direct staff to go back and work further to the extent possible to separate the campus with an emphasis on reallocating P12, P13, P14 back to Barcelona Hills Elementary School; address and put in the contract adequate safeguards regarding usage of bathrooms; further consult with legal counsel regarding whether the release of claims from OPA is adequate in the contract and make appropriate changes, if deemed necessary, with an emphasis on California Civil Code section 1542; and meet with the parents of the SDC children and assist them with the transition to Reilly Elementary School.

56

AYES:

Trustees Alpay, Brick, Bryson, Hatton, Pritchard, and

Student Advisor Larson Ishii

NOES:

Trustees Addonizio and Palazzo

ABSENT: None ABSTAIN: None

Following the vote Trustee Addonizio asked to reconsider her vote as she didn't realize Trustee Alpay's motion included the approval of the proposal to provide Oxford Preparatory Academy facilities for the 2011-2012 school year.

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

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried unanimously to approve Trustee Alpay's motion.

Following the completion of this item, it was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried unanimously to reconsider agenda item #9 since there was a full Board seated with the arrival of Trustee Bryson. The previous vote on agenda item #9 was 3-3.

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, to postpone this item until the District receives the final report from the District Attorney's office.

Trustee Legal Representation Fees

Trustee Alpay presented a substitute motion to postpone this item until a later date. The Agenda Item 12 motion was seconded by Trustee Brick and failed by a 4-3 vote.

AYES:

Trustees Alpay, Brick, Pritchard, and

Student Advisor Larson Ishii

NOES:

Trustee Addonizio, Bryson, Hatton, Palazzo

ABSENT: None ABSTAIN: None

Trustee Addonizio restated her original motion, seconded by Trustee Palazzo, and motion carried by a 5-2 vote to postpone this item until the District receives the final report from the District Attorney's office.

AYES:

Trustees Addonizio, Alpay, Brick, Palazzo, Pritchard, and

Student Advisor Larson Ishii

NOES:

Trustee Bryson and Hatton

ABSENT: None ABSTAIN: None

Deputy Superintendent Ron Lebs provided a presentation to the Board regarding the assumptions used in constructing the 2011-2012 tentative budget. The District is required by law to adopt a budget for the 2011-2012 fiscal year no later than June 30, 2011, for enactment on July 1, 2011. The budget for 2011-2012 will be based upon revenue assumptions that have been outlined within the Governor's May Revise, as well as District-specific assumptions for revenue and expenditures.

2011-2012 Fiscal Year Tentative Budget Agenda Item 13

As of the Third Interim Report, the District was projecting a budget shortfall of approximately \$6.9 million. This shortfall reflects the revenue changes outlined in the Governor's May Revise, as well as incorporation of one-time revenues from sources such as the Federal Jobs Bill and State Fiscal Stabilization Funds (second round).

Mr. Lebs stated the Governor's May Revised Budget proposed flat funding. The District will receive the same amount per ADA in 2011-2012 as it did in 2010-2011. Mr. Lebs explained that the last presentation to the Board showed a shortfall for the District of \$6.9 million but some changes had taken place that improved the fiscal outlook for the District since that time. Mr. Lebs stated charter school enrollment is less than projected, yielding an extra \$.36 million for the District, County mental health expenses are less than projected yielding an extra \$4.37 million for the District, the deferred maintenance account will be tapped \$2.0 million leaving a onetime balance of approximately \$1 million in the deferred maintenance account plus an ongoing amount of approximately \$1.2 million. The revised estimated ending balance is now \$130,000 which is the amount above 2% required reserved of \$7.43 million. Mr. Lebs advised the Board the budget public hearing and adoption will be on the June 29 Board meeting agenda. Kristopher Pitman, Executive Director, Fiscal Services, presented the 2010-2011 estimated actual and 2011-2012 preliminary budget summary.

Trustee Palazzo stated she has a problem using the deferred maintenance money to balance the budget. Trustee Alpay requested staff investigate allegations there is mold at Ambuehl Elementary School and report the findings to the Board.

Assistant Superintendent Julie Hatchel asked Director Amy Bryant to provide an overview of the Local Educational Agency (LEA) Plan and LEA Plan Addendum. Dr. Bryant presented a PowerPoint showing the five LEA performance goals. Dr. Bryant reported the LEA Plan and LEA Plan Addendum were initially Board approved on January 11, 2011. Staff submitted the LEA Plan Addendum to the California Department of Education (CDE) for approval, and based on CDE feedback, staff has made further revisions to the LEA Addendum.

LEA Plan & Revised Addendum Agenda Item 14

Trustee Hatton commented the presentation was a great start but she would like a study session to get deeper into the whole instruction plan and implementation. Trustee Bryson told staff she would like to observe the Accelerated Reader Program.

Following discussion, it was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried unanimously to approve the revised LEA Plan Addendum.

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a **Time Extension** 6-1 vote to extend the meeting until it is over.

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

and Student Advisor Larson Ishii

NOES: Trustee Alpay

ABSENT: None ABSTAIN: None

Deputy Superintendent Ron Lebs introduced Randy Rowles to present this item. Mr. Rowles reported 12 bids were received and the lowest bidder was Edge Development, Inc. The funding is available to move forward on this project and the job is scheduled to begin on July 5, 2011, and conclude in approximately 22 months. Mr. Rowles informed the Board there were two protests to the bid which legal counsel has reviewed and their opinion is the protests are without merit.

CVHS Performing Arts Theater Agenda Item 15

Trustee Bryson directed staff to ensure the highest level of safety is maintained on the construction site for this project.

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to award Bid No. 1011-09 Capistrano Valley High School Performing Arts Theater to Edge Development, Inc., in the amount of \$11,975,007.

Student Advisor Larson Ishii left the meeting at 11:01 p.m.

Assistant Superintendent Julie Hatchel reported San Clemente High School received Board approval to pilot a new physical education elective titled Skateboarding. The subsequent spring 2011 pilot garnered great support and interest in establishing the course as a permanent offering that would meet the District's physical education graduation requirement. The addition of this course to the physical education curriculum would actively engage a large segment of the high school student population. It would also provide necessary safety education for this popular student activity. This agenda item presents for Board consideration the approval of Skateboarding as a permanent course offering at District high schools beginning with the 2011-2012 school year. Currently, the City of San Clemente, in partnership with the school, has provided an off-campus skateboarding facility. Included in the exhibit is a Conditional Use Permit from the City of San Clemente for use of the Ralph's Skate Court. Once approved by the Board, the Association of Schools for Cooperative Insurance Programs will provide necessary insurance certificates.

Skateboarding Course Offering Agenda Item 16

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 5-2 vote to approve the high school Skateboarding course beginning with the 2011-2012 school year.

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

NOES: Trustees Addonizio and Palazzo

ABSENT: None ABSTAIN: None

Assistant Superintendent Julie Hatchel stated current Board Policy (BP) 6174 explains the English learner program in the District. BP 6174.1 defines the parental waiver process for parents of English learners after the passing of Proposition 227. Since the adoption of BP 6174.1 in 1998 and BP 6174 in 1999, there is a more refined interpretation of what the laws mean and how they work together to create an education program for English learners. Therefore, the Board policies need to be updated and combined into one policy. Board Policy 6174.1 will be deleted and included in BP 6174.

Board Policy Revisions Agenda Item 17

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the revision of BP 6174 - Education For Students Of Limited English Proficiency And Proposition 227: Parental Exception Waiver Procedures and delete BP 6174.1.

Deputy Superintendent Ron Lebs stated the Governmental Accounting Standards Board issued GASB Statement 54 (GASB 54), which alters how fund balance information is reported, and to improve clarity of how fund balance information is presented and classified. GASB 54 became effective for all school districts in California for the fiscal year 2010-2011. Implementation of GASB 54 requires school districts to adopt a Board policy that outlines various reporting restrictions to fund balance(s), minimum fund balance, authority to commit and assign, and spending order. Mr. Lebs added the District will not be impacted by this new requirement as it is already transparent in how it lists its fund balances.

Board Policy Adoption Agenda Item 18

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 6-1 vote to approve the adoption of BP 3110, *Fund Balance Designations*.

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

NOES: Trustee Addonizio

ABSENT: None ABSTAIN: None

Superintendent Farley stated the revisions were necessary to provide a consistency in the Bylaws with the meeting changes the Trustees approved at the March 23 Board meeting. The proposed revisions to Board Bylaw 9320, *Meetings*, reflect the change in days when meetings are held and the addition of one meeting per month.

Board Policy Revisions Agenda Item 19

Trustee Palazzo asked for changes regarding the portion of the Bylaw for persons with disabilities requiring them to notify the District in writing a week prior to the scheduled Board meeting. Dr. Farley explained he would revise the information so it is stated more positively and added the reason for the request is to accommodate persons requiring specialized equipment or staff assistance such as a translator.

This item will be brought back to a future meeting for second reading.

Deputy Superintendent Ron Lebs stated there was one update to report this month and that is the close out of the San Juan Hills High School's original construction plan. Mr. Lebs added the San Juan Hills High School relocatables that were put in subsequent to the original application will soon have the DSA approval completed as well.

Division of State Architect Agenda Item 20

Vice President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Items #21, #25, #27, #30 and #71were 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:

Expunging of expulsion record: Case #2010-008.

Expunging of Expulsion Records Agenda Item 22

Readmission of students from expulsion: Case #2010-132 and #2011-022.

Expulsion Readmissions Agenda Item 23

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case numbers 1011-022 through 1011-25.

California High School Exit Exam Agenda Item 24

School Mobile Assessment Resource Team (SMART) Memorandum of Understanding.

SMART MOU Agenda Item 26

Denial of Government Claim 11-93640DP.

Government Claim Denial

Denial Agenda Item 28

Lease/purchase financing agreement with Key Government Finance, Cisco Capital's financing partner.

Lease/Purchase Agreement Agenda Item 29

Master contract for special education services to be provided by Red Rock Canyon School, a non-public school.

Master Contract Agenda Item 31

Master contract for special education services to be provided by Mae Olsen Education Center, a non-public school.

Master Contract Agenda Item 32

Master contract for special education services to be provided by Heritage School, a non-public school.

Master Contract Agenda Item 33

Master contract for special education services to be provided by Autism Behavior Consultants, Inc., a non-public agency.	Master Contract Agenda Item 34
Master contract for special education services to be provided by Autism Spectrum Consultants, Inc., a non-public agency.	Master Contract Agenda Item 35
Master contract for special education services to be provided by Autism Spectrum Therapies, a non-public agency.	Master Contract Agenda Item 36
Master contract for special education services to be provided by Center for Autism and Related Disorders, a non-public agency.	Master Contract Agenda Item 37
Master contract for special education services to be provided by Comprehensive Educational Services dba ACES, a non-public agency.	Master Contract Agenda Item 38
Master contract for special education services to be provided by Dependable Nursing, a non-public agency.	Master Contract Agenda Item 39
Master contract for special education services to be provided by Maxim Healthcare Services, Inc., a non-public agency.	Master Contract Agenda Item 40
Master contract for special education services to be provided by The LCNR, Incorporated, dba Leisure Care, a non-public agency.	Master Contract Agenda Item 41
Master contract for special education services to be provided by Devereux Victoria, a non-public school.	Master Contract Agenda Item 42
Master contract for special education services to be provided by Devereux League City, a non-public school.	Master Contract Agenda Item 43
Master contract for special education services to be provided by Devereux Cleo Wallace, a non-public school.	Master Contract Agenda Item 44
Master contract for special education services to be provided by Devereux Arizona, a non-public school.	Master Contract Agenda Item 45
Master contract for special education services to be provided by Cinnamon Hills Youth Crisis Center, a non-public school.	Master Contract Agenda Item 46
Master contract for special education services to be provided by Alpine Academy, a non-public school.	Master Contract Agenda Item 47
Transportation escort services, West Shield Adolescent Services.	Independent Contractor Agreement Agenda Item 48
Installation, training, and support for adaptive hardware and software, Voice Solutions.	Independent Contractor Agreement Agenda Item 49
Physician and medication consultation services, the Regents of the University of California, on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics.	Independent Contractor Agreement Agenda Item 50

Temporary support, training, and supervision to autism staff, Sylvia Mende, PSY.D. Independent Contractor Agreement Agenda Item 51 Consultation and training for acquired traumatic brain injury, Sharon Grandinette. Independent Contractor Agreement Agenda Item 52 Braille transcription services for Nemeth Code, Patricia Cromwell. Independent Contractor Agreement Agenda Item 53 Occupational therapy services, Orange County Therapy Service, Inc. Independent Contractor Agreement Agenda Item 54 Interpreting and translation services, Language Network, Inc. Independent Contractor Agreement Agenda Item 55 Physical therapy assessments, Joy for Kids Physical Therapy, Inc. Independent Contractor Agreement Agenda Item 56 Psycho-educational assessments, Jeffrey Owen. Independent Contractor Agreement Agenda Item 57 Audiological services, Hear Now dba Abramson Audiology. Independent Contractor Agreement Agenda Item 58 Auditory processing developmental delay evaluations, Hear Now dba Abramson Independent Audiology. Contractor Agreement Agenda Item 59 Assistive technology services, Goodwill Industries of Orange County-ATEC. Independent Contractor Agreement Agenda Item 60 Psychological evaluations, Gayla M. Massey. Independent Contractor Agreement Agenda Item 61 Training workshops, evaluation, and assessment of District autism services program, Dr. Independent Paul Alan Dores. Contractor Agreement Agenda Item 62

Review of occupational and physical therapy requests for prescriptions, Dr. Eugene **Independent** Levin. Contractor Agreement Agenda Item 63 Interpreter services, Deafinitely Professional Interpreting Services. Independent Contractor Agreement Agenda Item 64 Speech and language pathology services, Christine Stein. **Independent** Contractor Agreement Agenda Item 65 Psycho-educational evaluations, Carren J. Stika. Independent Contractor Agreement Agenda Item 66 Vision Assessments, Blind Children's Learning Center. **Independent** Contractor Agreement Agenda Item 67 Vision services, Dr. Sidney Weiss, MD. Independent Contractor Agreement Agenda Item 68 Investigative and security services, T. Davis & Associates, Inc. Agreement Extension Agenda Item 70 RFQ No. 10-0809 General Legal Services, Bowie, Arnesen, Wiles & Giannone. Agreement Extension Agenda Item 72 On-call geotechnical services, NMG Geotechnical, Inc. Agreement **Extension** Agenda Item 73 On-call California Environmental Quality Act compliance services, The Planning Center. Agreement Extension Agenda Item 74 Bid No. 1011-01 asphalt paving, sealcoating, and repair, Ben's Asphalt, Inc. Agreement Extension Agenda Item 75 Bid No. 1011-02 electrical service, Gilbert & Stearns, Inc. Agreement Extension Agenda Item 76 Bid No. 0708-04 fencing materials, repair, and installation, Commercial Fence & Agreement Ironworks, Inc. Extension Agenda Item 77

Bid No. 0708-05 flooring materials and installation, Tandus Flooring, Inc.

Agreement Extension Agenda Item 78

Bid No. 0708-07 movement of relocatable buildings, Pacific MH Construction, Inc.

Agreement Extension Agenda Item 79

Bid No. 0708-11 painting, Prime Painting Contractors, Inc.

Agreement Extension Agenda Item 80

Rejection of Bid No. 1112-02, Service to Collect, Recycle, and Dispose of Solid Waste Districtwide.

Bid Rejection Agenda Item 81

Resignations, retirements, and employment of classified personnel.

Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 82

Resignations, retirements, and employment of certificated personnel.

Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 83

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo,

and Pritchard

NOES: None ABSENT: None ABSTAIN: None

Trustee Alpay requested the minutes from the May 25, 2011, Board meeting be amended to accurately reflect what he said. Under Board and Superintendent Comments on agenda page 188, last sentence of his statement, Trustee Alpay request the following text be removed, "if a reprimand of censure is warranted", and replaced with, "what action, if any, is appropriate by the Board, up to and including censure." On agenda page 191 under agenda item 10, second sentence, Trustee Alpay stated he believes the word "amended" was inserted incorrectly and if that is the case, he would like it removed.

Minutes Agenda Item 21

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the minutes of the May 25, 2011, regular Board meeting with those changes.

Trustee Palazzo had concerns approving this item when the regular 2011-2012 school calendar has been not been approved yet. Mrs. Palazzo asked staff for clarification on why Title I schools have two additional minimum days. Assistant Superintendent Julie Hatchel responded Title I schools teach more instructional minutes on minimum days than non-Title I elementary schools.

Minimum Day Dismissal Times at Title I Elementary Schools Agenda Item 25

It was moved by Trustee Palazzo, seconded by Trustee Alpay, and motion carried unanimously to approve bringing back this item to a future Board meeting.

Trustee Palazzo requested staff provide a more specific report on why some schools are still providing the Handwriting Without Tears program.

Purchase Orders/Warrants Agenda Item 27 It was moved by Trustee Palazzo, seconded by Trustee Alpay, and motion carried unanimously to approve the purchase orders, warrants, and previously Board approved bids and contracts as listed.

The following person addressed the Board on Consent Items 34-38, 39-41, and 76:

 Ronda Walen stated classified employees provide the same services at a cheaper rate than outside contractors charge. Mrs. Walen compared the CSEA hourly rate to several of the outside contractor rates listed in items on the agenda. Mrs. Walen asked Trustees to consider a policy of limiting the use of outside contractors.

Trustee Hatton explained she pulled this item as an example and stated there are too many master contracts at one time. Trustee Hatton asked if the District needs to hire independent vendors or are there District employees who can provide the service. Superintendent Farley asked Candy Miller, Executive Director to answer Trustee Hatton's questions on how the District chooses agencies, the evaluation process for agencies, and why they are needed. Trustee Hatton suggested staff prepare a description page to insert before each contract in the agenda that explains why the contract is needed.

Master Contract Agenda Item 30

It was moved by Trustee Hatton, seconded by Trustee Addonizio, and motion carried unanimously to approve the master contract for special education services to Yellowstone Boys and Girls Ranch, a non-public school.

Trustee Alpay directed staff to agenda page 1151 and requested staff remove the arbitration provision in the agreement.

Agreement Extension Agenda Item 71

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve legal services, Atkinson, Andelson, Loya, Ruud & Romo with the change.

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

Vice President Pritchard announced the meeting adjourned at 11:35 p.m.

Board Clerk	
Board Cicik	
Secretary Roard of Trustees	

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT **BOARD OF TRUSTEES** MINUTES - SPECIAL MEETING JUNE 15, 2011 **EDUCATION CENTER - BOARD ROOM**

President Brick called the meeting to order at 9:00 a.m.

The Pledge of Allegiance was led by Trustee Brick.

Present:

Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, and Pritchard

Absent:

Trustee Hatton

A CD of the Board meeting discussion related to each of the items on the public Permanent Record 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

It was moved by Trustee Alpay, seconded by Trustee Bryson, and carried by a 6-0 vote to Adoption of the adopt the Board agenda.

Board Agenda

AYES:

Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, and Pritchard

NOES:

None

ABSENT: Trustee Hatton

President Brick asked Vice President Pritchard to facilitate the meeting.

President's Announcement

The Board recessed to closed session at 9:01 a.m. to discuss a student expulsion.

The Board reconvened at 9:10 a.m. and Vice President Pritchard reported the following President's Report action taken during closed session:

From Closed **Session Meeting**

Agenda Item #5A – Student Expulsion:

The Board voted by a 6-0 vote to support the staff recommendation to support the school's decision.

AYES:

Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, and Pritchard

NOES:

None

ABSENT: Trustee Hatton

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 6-0 vote to adjourn the meeting.

AYES:

Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, and Pritchard

NOES:

None

ABSENT: Trustee Hatton

Vice President Pritchard announced the meeting adjourned at 9:11 a.m.

Board Clerk	

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

2011 - 2012 Elementary Start/Dismissal Times

ELEMENTARY SCHOOL	TIMES START/DISMISSAL Gr. 1-5	ACE LATE START/EARLY OUT
Ambuehl	7:45 – 2:05	Tuesday 12:50 Dismissal
Arroyo Vista	8:15 – 2:35	Wednesday 1:20 Dismissal
Don Juan Avila	7:45 – 2:05	Thursday 12:50 Dismissal
Barcelona Hills	7:45 – 2:05	Wednesday 12:50 Dismissal
Bathgate	8:00 – 2:20	Wednesday 1:05 Dismissal
Benedict	7:45 – 2:05	Tuesday 12:50 Dismissal
Bergeson	7:45 – 2:05	Thursday 12:50 Dismissal
Canyon Vista	7:45 – 2:05	Thursday 12:50 Dismissal
Castille	7:45 – 2:05	Wednesday 12:50 Dismissal
Chaparral	8:00 – 2:20	Wednesday 1:05 Dismissal
Concordia	7:45 – 2:05	Tuesday 12:50 Dismissal
Crown Valley	7:45 – 2:05	Thursday 12:50 Dismissal
R. H. Dana	7:45 – 2:05	Thursday 12:45 Dismissal
R. H. Dana ENF	8:25 – 2:30	Thursday 1:15 Dismissal
Del Obispo	7:45 – 2:05	Tuesday 12:50 Dismissal
Carl Hankey	8:00 – 2:20	Wednesday 1:05 Dismissal
Hidden Hills	7:45 – 2:05	Thursday 12:50 Dismissal
Kinoshita	7:45 – 2:05	Tuesday 12:45 Dismissal
Ladera Ranch	8:00 – 2:20	Wednesday 9:00 – 2:20
Laguna Niguel	7:45 – 2:05	Thursday 12:50 Dismissal
Las Flores	7:45 – 2:05	Wednesday 12:50 Dismissal
Las Palmas	8:00 – 2:20	Tuesday 1:05 Dismissal
Lobo	7:45 – 2:05	Tuesday 12:50 Dismissal
Malcom	7:45 – 2:05	Thursday 12:50 Dismissal

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

2011 - 2012 Elementary Start/Dismissal Times

ELEMENTARY	TIMES	ACE
SCHOOL	START/DISMISSAL Gr. 1-5	LATE START/EARLY OUT
Marblehead	7:45 – 2:05	Tuesday 12:50 Dismissal
Moulton	7:45 – 2:05	Thursday 12:50 Dismissal
Oak Grove	7:45 – 2:05	Thursday 12:50 Dismissal
Oso Grande	8:00 - 2:20	Wednesday 1:05 Dismissal
Palisades	7:45 – 2:05	Tuesday 12:50 Dismissal
Philip Reilly	8:00 – 2:20	Wednesday 1:05 Dismissal
San Juan	7:45 - 2:05	Tuesday 12:45 Dismissal
Tijeras Creek	7:45 – 2:05	Wednesday 12:50 Dismissal
Viejo	7:45 – 2:05	Wednesday 12:45 Dismissal
Vista del Mar	8:15 - 2:35	Tuesday 1:20 Dismissal
Wagon Wheel	7:45 – 2:05	Wednesday 12:50 Dismissal
George White	7:45 – 2:05	Thursday 12:50 Dismissal
Wood Canyon	7:45 – 2:05	Thursday 12:50 Dismissal
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CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

2011-2012 SECONDARY SCHOOL START/DISMISSAL TIMES

MIDDLE SCHOOLS: 8:45 a.m. – 3:25 p.m., (ACE Time Day 9:45-3:25) Ladera Ranch 8:15-2:55 (Mon., Tues., Thur., Fri.) 9:15-2:55 (Wed.) Vista del Mar 8:10-2:55 (Mon., Wed., Thurs., Fri.) 8:10-1:55 (Tues.) Arroyo Vista 8:00-2:40 (Mon., Tues., Thur., Fri.) 8:00-1:25 (Wed.) Carl Hankey. 7:50-3:40 (Mon., Tues., Thur., Fri.) 7:50 - 1:23 (Wed.)

ANHS	Mondays	ANHS	Block Days
Period	Time	Period	Time
0	7:00-7:50	0	7:00-7:50
1	8:00-8:52	1/2	8:00-9:42
2	9:02-9:54	Tutorial	9:52-10:28
3	10:04-10:58	3/4	10:38-12:20
4	11:08-12:00	Lunch	12:20-12:50
Lunch	12:00-12:38	5/6	1:00-2:42
5	12:48-1:40		
6	1:50-2:42		

CVHS	Mondays	CVHS	Block Days
Period	Time	Period	Time
0	6:42-7:47	0	6:41-7:47
1	7:57-8:44	1/2	7:57-9:39
2	8:54-9:41	Tutorial	9:49-10:21
Tutorial	9:51-10:23	Break	10:21-10:26
Break	10:23-10:27	3/4	10:36-12:18
3	10:37-11:24	Lunch	12:18-12:53
4	11:34-12:21	5/6	1:03-2:45
Lunch	12:21-12:51		
5	1:01-1:48		
6	1:58-2:45		

DHHS	Mondays	DHHS	Block Days
Period	Time	Period	Time
1	8:40-9:28	0	6:42-7:47
3	9:37-10:24	1/2	7:56-9:42
Break	10:24-10:30	Tutorial	9:51-10:19
2	10:39-11:26	Break	10:19-10:24
4	11:35-12:22	3/4	10:33-12:19
Lunch	12:22-12:52	Lunch	12:19-12:49
5	1:01-1:48	5/6	12:58-2:44
6	1:57-2:44		

SCHS	Monday	SCHS	Block Days
Period	Time	Period	Time
1	8:20-9:10	0	6:40-7:46
2	9:19-10:09	1/2	7:55-9:39
Break	10:09-10:14	Tutorial	9:48-10:18
3	10:23-11:13	Break	10:18-10:23
4	11:22-12:12	3/4	10:32-12:17
Lunch	12:12-12:47	Lunch	12:17-12:52
5	12:56-1:46	5/6	1:01-2:45
6	1:55-2:45		

Block Days
Periods 1, 3, and 5 meet on Wednesdays and Fridays. Periods 2, 4, and 6 meet on Tuesdays and Thursdays. Period 0 meets Monday through Friday.

Block Days

Periods 2, 4, and 6 meet on Tuesdays and Thursdays. Periods 1, 3, and 5, meet on Wednesdays and Fridays. Period 0 does not meet on Tuesday.

Tuesday-Late Start

2	8:39-10:21
Break	10:21-10:26
4	10:36-12:18
Lunch	12:18-12:53
6	1:03-2:45

Block Days

Periods 1, 3, and 5 meet on Tuesdays and Thursdays. Periods 2, 4, and 6 meet on Wednesdays and Fridays. Period 0 meets Tuesday, Wednesday, Thursday and Friday.

Monday-Late Start No Zero period

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Periods 1, 3, and 5 meet on Wednesday. Periods 2, 4, and 6 meet on Thursday. Periods 1 through 6 meet on Monday, Tuesday and Friday.

Monday-Late Start No Zero period

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

SJHHS	Mondays	SJHHS	Block Days
Period	Time	Period	Time
(No 0 Period)		0	6:45-7:50
1	8:00-8:52	1/2	8:00-9:40
3	9:02-9:54	Tutorial	9:50-10:25
Break	9:54-9:59	Break	10:25-10:30
2	10:09-11:01	3/4	10:40-12:20
4	11:11-12:03	Lunch	12:20-12:55
Lunch	12:03-12:38	5/6	1:05-2:45
5	12:48-1:40		
6	1:50-2:42		

Block Days Periods 2, 4, and 6 meet on Tuesdays and Thursdays. Periods 1, 3, and 5 meet on Wednesdays and Fridays. Period 0 does not meet on Early Out Mondays.			
Monday	- Early Out		
1	8:00-8:40		
3	8:50-9:30		
Break	9:30-9:35		
2	9:45-10:25		
4	10:35-11:15		
Lunch	11:15-11:50		
5	12:00-12:40		
6	12:50-1:30		

THS	Mondays	THS	Block Days
Period	Time	Period	Time
0	6:40-7:42	0	6:40-7:42
1	7:52-8:41	1/2	7:52-9:35
2	8:51-9:40	Tutorial	9:45-10:18
Homeroom	9:50-10:10	Break	10:18-10:24
Break	10:10-10:14	3/4	10:34-12:17
3	10:24-11:13	Lunch	12:17-12:52
4	11:23-12:12	5/6	1:02-2:45
Lunch	12:12-12:47		
5	12:57-1:46		
6	1:56-2:45		

Block Days
Periods 1, 3, and 5 meet on Wednesdays and Fridays.
Periods 2, 4, and 6 meet on Tuesdays and Thursdays. Period 0 meets Monday, Tuesday, Thursday and Friday.

Wednesday-Late Start 1 8:36-10:19 3 10:34-12:17 5 1:02-2:45

Serra High School: 8:30 a.m. - 1:26 p.m.

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, CA

Elementary Back to School Night Schedule – 2011-2012

SCHOOL	BTSN-DAY/DATE/TIME	MINIMUM DAY
Ambuehl	Thursday, October 6	Tuesday, October 4
	6:30 – 8:05 p.m.	
Arroyo Vista	Wednesday, October 5	Wednesday, October 5
•	6:00 – 7:30 p.m.	
Don Juan Avila	Thursday, October 6	Thursday, October 6
	6:00 – 7:00 p.m.	
Barcelona Hills	Wednesday, October 5	Wednesday, October 5
	Grades $K - 2$: $6:00 - 6:45$ p.m.	
	Grades 3 – 5: 7:00 – 7:45 p.m.	
Bathgate	Wednesday, October 5	Wednesday, October 5
	Kindergarten: 6:00 -6:45 p.m.	
	Grades 1 and 2: 6:30 – 7:15 p.m.	
	Grades 3 – 5: 7:30 – 8:15 p.m.	
Benedict	Tuesday, October 4	Tuesday, October 4
	Grades $K - 2$: $6:00 - 6:45$ p.m.	
	Grades $3 - 5$: $6:50 - 7:35$ p.m.	
Bergeson	Thursday, October 6	Thursday, October 6
	Grades $3 - 5$: $6:00 - 6:45$ p.m.	
	Grades $K - 2$: $7:15 - 8:00$ p.m.	
Canyon Vista	Tuesday, October 4	Thursday, October 6
	Grades 4 and 5: 6:00 – 7:00 p.m.	
	Wednesday, October 5	
	Grades K and 1: 6:00 – 7:00 p.m.	
	<u>Thursday</u> , October 6	
	Grades 2 and 3: 6:00 – 7:00 p.m.	
Castille	Wednesday, October 5	Wednesday, October 5
	Grades $3 - 5$: $6:00 - 7:00$ p.m.	
	Grades K – 2: 7:00 – 8:00 p.m.	
Chaparral	<u>Tuesday</u> , October 4	Wednesday, October 5
	Grades K and 1: 5:30 – 6:45 p.m.	
	Wednesday, October 5	
	Grades 2 and 3: 5:30 – 6:45 p.m.	
	<u>Thursday, October 6</u>	
	Grades 4 and 5: 5:30 – 6:45 p.m.	
Concordia	Tuesday, October 4	Tuesday, October 4
	Grades K – 2: 6:15 – 7:00 p.m.	
	Grades 3 – 5: 7:15 – 8:00 p.m.	
Crown Valley	Thursday, October 6	Thursday, October 6
	Grades K-2: 6:00-6:45 p.m.	
	Grades 3-5: 6:45-7:30 p.m.	

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, CA

Elementary Back to School Night Schedule – 2011-2012

SCHOOL	BTSN-DAY/DATE/TIME	MINIMUM DAY
R. H. Dana	Thursday, October 6	Thursday, October 6
	Grades $K - 2$: 5:30 – 6:30 p.m.	
	Grades 3 – 5: 6:30 – 7:30 p.m.	
R. H. Dana ENF	Thursday, October 6	Thursday, October 6
	6:00 – 7:30 p.m.	
Del Obispo	Tuesday, October 4	Tuesday, October 4
	Grades $K - 2$: $6:30 - 7:10$ p.m.	
	Grades 3 – 5: 7:20 – 8:00 p.m.	
Hankey	Wednesday, October 5	Wednesday, October 5
·	6:00 – 8:00 p.m.	
Hidden Hills	Thursday, October 6	Thursday, October 6
	Kindergarten: 6:00 – 6:40 p.m.	
	Grades 1 and 2: 6:30 – 7:10 p.m.	
	Grade 3: 6:40 – 7:20 p.m.	
	Grade 4 and 5: 7:15 – 7:55 p.m.	
Kinoshita	Tuesday, October 4	Tuesday, October 4
	6:00-7:30 p.m.	·
Ladera Ranch	Wednesday, October 5	Wednesday, October 5
	Grades $K - 2$: 5:30 – 6:30 p.m.	
	Grades $3 - 5$: $6:45 - 7:45$ p.m.	
Laguna Niguel	Thursday, October 6	Thursday, October 6
	Kindergarten: 5:30 - 6:10 p.m.	
	Grades $1 - 3$: $6:15 - 6:55$ p.m.	
	Grades 4 and 5: 7:00 - 7:45 p.m.	
Las Flores	Wednesday, October 5	Wednesday, October 5
	Grades 1, 2, and 2/3 combo: 6:00 p.m.	
	Welcoming Address: 6:45 p.m.	
	Grades 3 – 5: 7:10 p.m.	
Las Palmas	Tuesday, October 4	Tuesday, October 4
	Grades K – 2: 6:00 – 7:00 p.m.	·
	Grades 3 – 5: 7:00 – 8:00 p.m.	
Lobo	Tuesday, October 4	Tuesday, October 4
	5:45 – 8:00 p.m.	
Malcom	Thursday, October 6	Thursday, October 6
	Grades K – 2: 6:30 – 7:10 p.m.	
	Grades 3 -5: 7:20 – 8:00 p.m.	
Marblehead	Tuesday, October 4	Tuesday, October 4
	Grades K – 2: 6:30 – 7:00 p.m.	
	Grades 3 – 5: 7:15 – 7:45 p.m.	

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, CA

Elementary Back to School Night Schedule – 2011-2012

SCHOOL	BTSN-DAY/DATE/TIME	MINIMUM DAY
Moulton	Wednesday, October 5	Thursday, October 6
	Grades $K - 2$: $6:00 - 7:00$ p.m.	
	Thursday, October 6	
	Grades $3 - 5$: $6:00 - 7:00$ p.m.	
Oak Grove	Thursday, October 6	Thursday, October 6
	Grades K-1: 6:00 – 6:45 p.m.	
	Grades 2-3: 7:00 - 7:45 p.m.	
	Grades 4-5: 5:00 - 5:45 p.m.	
Oso Grande	Wednesday, October 5	Wednesday, October 5
	Grades $K - 2$: $6:00 - 6:45$ p.m.	
	Grades 3- 5: 7:15 – 8:00 p.m.	
Palisades	Tuesday, October 4	Tuesday, October 4
	Grades $K - 2$: $6:00 - 6:45$ p.m.	
	Grades $3 - 5$: $7:00 - 7:45$ p.m.	
Reilly	Wednesday, October 5	Wednesday, October 5
•	Grades $K - 2$: $6:00 - 6:45$ p.m.	
	Grades 3 – 5: 7:00 – 7:45 p.m.	
San Juan	Tuesday, October 4	Tuesday, October 4
	Grades K-2: 6:00-6:45 p.m.	
	Grades 3-5: 6:45-7:30 p.m.	
Tijeras Creek	Tuesday, October 4	Wednesday, October 5
3	Grade 4: 5:00-6:00 p.m.	
	Grade 5: 6:15-7:15 p.m.	
	Wednesday, October 5	
	Grade 3: 5:00-6:00 p.m.	
	Grade 1: 6:15-7:15 p.m.	
	Thursday, October 6	
	Kindergarten: 5:00-6:00 p.m.	
	Grade 2: 6:15-7:15 p.m.	
Viejo	Wednesday, October 5	Wednesday, October 5
3	Grades $K - 2$: $6:00 - 6:45$ p.m.	
	Grades 3 – 5: 7:00 – 7:45 p.m.	
Vista del Mar	Thursday, October 6	Tuesday, October 4
	Grades $K - 2$: $6:00 - 7:00$ p.m.	
	Grades 3 – 5: 7:00 – 8:00 p.m.	ļ
Wagon Wheel	Wednesday, October 5	Wednesday, October 5
	5:30 – 7:00 p.m.	
George White	Thursday, October 6	Thursday, October 6
	Grades K $- 2$: 6:45 $- 7$:30 p.m.	
	Grades 3 – 5: 6:00 – 6:45 p.m.	
WastCarre		Thursday October 6
Wood Canyon	Thursday, October 6	Thursday, October 6
	Grades 4 5: 7:00 7:45 p.m.	
	Grades 4 – 5: 7:00 – 7:45 p.m.	

Page 3 of 5

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

Middle School Back-to-School Night Schedule 2011-2012

SCHOOL	BTSN - DAY/DATE/TIME	MINIMUM DAY
Aliso Viejo	Wednesday, September 21 6:00 – 8:00 p.m.	Wednesday, September 21
Arroyo Vista	Wednesday, September 21 6:00 – 7:45 p.m.	Wednesday, September 21
Bernice Ayer	Thursday, September 22 0 period: 6:15 – 8:00 p.m. All others 6:30 – 8:00 p.m.	Wednesday, September 22
Don Juan Avila	Wednesday, September 21 6:00 – 8:00 p.m.	Wednesday, September 21
Marco Forster	Wednesday, September 21 6:15 – 8:00 p.m.	Wednesday, September 21
Carl Hankey	Thursday, September 22 6:00 – 7:30 p.m.	Thursday, September 22
Ladera Ranch	Thursday, September 22 6:30 – 8:00 p.m.	Thursday, September 22
Las Flores	Thursday, September 22 6:00 – 7:30 p.m.	Thursday, September 22
Newhart	Thursday, September 22 6:00 – 7:30 p.m.	Thursday, September 22
Niguel Hills	Wednesday, September 21 6:30 – 8:30 p.m.	Wednesday, September 21
Shorecliffs	Wednesday, September 21 5:56 – 8:05 p.m.	Wednesday, September 21
Vista del Mar	Wednesday, September 21 6:30 – 8:00 p.m.	Wednesday, September 21

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

High School Back-to-School Night Schedule 2011-2012

SCHOOL	BTSN – DAY/DATE/TIME	MINIMUM DAY
Aliso Niguel	Monday, September 26 6:00 – 8:00 p.m.	Monday, September 26
Capistrano Valley	Tuesday, September 27 6:00 – 8:00 p.m.	Tuesday, September 27
Dana Hills	Tuesday, September 27 6:30 – 9:00 p.m.	Tuesday, September 27
San Clemente	Monday, September 26 Upper Campus – 4:45 – 6:31 p.m. Lower Campus – 7:14 – 9:00 p.m.	Monday, September 26
San Juan Hills	Tuesday, September 27 6:00 – 8:00 p.m.	Wednesday, September 28
Tesoro	Tuesday, September 27 6:00 – 8:16 p.m.	Tuesday, September 27
Serra	Tuesday, September 27 6:00 – 8:00 p.m.	Wednesday, September 28
Bridges	Thursday, September 27 6:00 – 8:00 p.m.	Thursday, September 27
Adult Transition	Thursday, September 27 6:00 – 8:00 p.m.	Thursday, September 27

California Department of Education

Secondary District Plan

And Application for

Work Experience Education (WEE) Program

School

33122 Valle Rd.
Street Address
Capistrano
City

School

Capistrano
City

Sounty

Sounty

Sounty

County

County

Sounty

County

Sounty

County

Sin Juan
Capistrano
City

Capistrano Unified School District intends to support the career preparation of its secondary students receiving special education services. The Work Experience Education plan presented addresses employment training/preparation necessary to enhance employment success of its students. The WEE class is offered as elective credit in conjunction with the Workability I and Transition Partnership Projects.

Place an "X" in the appropriate box (es) to identify the conditions under which WEE will operate.

	Exploratory WEE	General WEE	Vocational WEE
Regular School	\boxtimes	\boxtimes	
Summer School	\boxtimes	\boxtimes	

In addition to complying with appropriate federal and state laws, California *Labor Code*, California *Education Code*, and *California Code of Regulations*, Title 5, the LEA agrees to the following assurances:

- 1. **District Plan:** The district plan for Work Experience Education (WEE) has been approved and adopted by the local governing board and is attached in the enclosed copy of Board Approving Minutes. (EC § 51762 & CCR, T5 § 10070)
- 2. **Responsibility for District Plan:** The WEE teacher-coordinator shall implement and/or comply with the assurances contained herein. The school district administration is responsible for those assurances outside the requirements of the WEE teacher-coordinator. (e.g. Assurances 14, 15, 17, and 18)
- 3. **Credential:** The WEE teacher-coordinator shall possess a valid secondary-level credential, have two years of occupational experience outside the field of education, and have knowledge of the educational purposes, standards, laws, and regulations regarding WEE. (EC § 51762 & CCR, T5 § 10075)
- 4. **Enrollment in WEE:** The WEE teacher-coordinator approves students for enrollment in WEE. (EC § 51760)

a. At the time of enrollment, students are at least 16 years of age. (EC § 51760.3(a))

Exceptions:

- Students in grade 11 or higher. (EC § 51760.3(a)(i))
- Students enrolled in Exploratory WEE may be 12 years of age and in the middle school. (CCR, T5 § 10071 (c))
- Principal may certify exemption. (EC § 51760.3(a)(2)(3))
- WEE may be identified on the Individualized Education Program. (EC § 51760.3(a) (4))
- 5. **Minimum Day:** The minimum day for students is four periods totaling at least 180 minutes in duration (including WEE). (EC § 46144)

Exceptions:

- Continuation high school students. (EC § 46145)
- Graduating WEE students in the last semester of their senior year. (EC § 46147)
- 6. **Pupil/Teacher-Coordinator Ratio:** The pupil/teacher-coordinator ratio in WEE does not exceed 125 pupils per one full-time equivalent certificated WEE teacher-coordinator. Only duties and time directly related to the operation of WEE are considered when determining the pupil/teacher-coordinator ratio. (EC § 46300(b))

Exceptions:

- Ratio may be waived by the State Board of Education. (EC § 46300(b))
- 7. **Related Classroom Instruction:** The WEE teacher-coordinator is responsible for preparing and conducting related classroom instruction. (EC § 51760, § 51762.5(b) & CCR, T5 § 10073)
 - a. Related classroom instruction or guidance for each semester and type of WEE is conducted by the WEE teacher-coordinator a minimum equivalent of one instructional period per week offered in sessions scheduled intermittently throughout the semester. (EC § 51760.3(b))
- 8. **Course Description:** The WEE course description, with major units of instruction for each semester and for each type of WEE offered is attached in the enclosed course description with units of instruction per semester. (CCR, T5§ 10073)
- 9. **Work Sites:** The WEE teacher-coordinator identifies, selects, and/or approves work sites. (EC § 51762.5(a) & CCR, T5 § 10072)
 - a. A minimum of two on-site contacts per semester with a work site supervisor at each work site and minimum of one on-site contact during the summer school session is mandated for completion by the WEE teacher-coordinator. (CCR, T5 § 10074)
- 10. **Student Training Agreement:** A written formal training agreement identifying the responsibilities of the school district, employer, parent/guardian, and student

80

is developed for each WEE student and is attached in the enclosed copy of Student Training Agreement. (EC § 51762.5 & CCR, T5 § 10071)

The following are found on the Student Training Agreement:

- a. Student objectives to be accomplished at the work site. (CCR, T5 § 10071)
- b. The work site offers a reasonable probability of continuous employment for the student during the period for which the student is enrolled in WEE. (EC § 51760 & § 51762.5)
- c. The employer has adequate equipment, materials, and other facilities to provide appropriate learning opportunities. (EC § 51760 & CCR, T5 § 10072)
- d. Work conditions will not endanger the health, safety, welfare, or morals of the student. (EC § 49116, § 51762 & CCR, T5 § 10072)
- e. The employer provides adequate adult supervision to ensure that:
 - (1) The Exploratory WEE student is provided opportunities to observe and sample a variety of conditions of work to ascertain his/her interests and suitability for occupations being explored.
 - (2) The General WEE student is provided opportunities to gain occupational skills.
 - (3) The Vocational WEE student is provided opportunities to reinforce and extend the job skills and knowledge learned through the school career/vocational education instructional program. (CCR, T5 § 10071 & § 10072)
- f. The employer, as required by law, provides Workers' Compensation Insurance coverage whenever there is an employee/employer relationship. Students enrolled in Exploratory WEE are provided Workers' Compensation Insurance through the local school district. (EC § 51768, § 51769 & CCR, T5 § 10071)
- g. The employer maintains student's hourly work records and cooperates in rating his/her achievement at the work site. (EC § 51762.5 & CCR, T5 § 10072)
- h. The employer assures the district that he/she does not discriminate based on race, creed, color, sex, or religion. (EC § 51760.3(c) & CCR, T5 § 10071)
- 11. **Work Permits:** All work permits for students enrolled in WEE are issued or verified by the WEE teacher-coordinator or authorized designee in writing per the

- enclosed Letter of Authorization to issue work permits. (The document needs **original signature** of the District Superintendent or designee.) (EC § 49110 (b))
- 12. **Exploratory WEE:** For each student enrolled in Exploratory WEE, a limit on the number of hours of observation is established at each observation site. (CCR, T5 § 10071(c))
- 13. **Granting Credit:** The procedure for granting school credit for WEE is found in enclosure (4). A student satisfactorily completing the WEE program requirements may earn a maximum of 40 semester credits made up of one or a combination of two or more of the following:
 - (1) Exploratory WEE Ten (10) semester credits for each semester with a maximum of twenty (20) semester credits.
 - (2) General WEE Ten (10) semester credits for each semester with a maximum of forty (40) semester credits.
 - (3) Vocational WEE Ten (10) semester credits for each semester with a maximum of forty (40) semester credits. (EC § 51760.3, § 51762.5(b)(f) & CCR, T5 § 1635)
- 14. **Professional Development:** A provision is made for WEE professional development for new and continuing teacher-coordinators and other support personnel in WEE, to ensure the quality of the WEE program. (EC § 51762)
- 15. Clerical Services & Records: A provision is made for clerical services to assist the professional in meeting the goals and objectives of WEE and to assure the accuracy, completeness, and quality of the records.

The district shall maintain records including:

- a. Type of WEE in which each student is enrolled, where the student is employed, the type of job held or observation sites and hours of rotation. (EC § 51762.5)
- b. Work permit issued, if applicable. (EC § 49110) Note: Not required for Exploratory WEE.
- c. Employer's report of student's hourly work record and performance on the job. (EC § 51762.5)
- d. Report of employer consultations. (EC § 51762.5 & CCR, T5 § 10074)
- e. Ratings of each student, including his/her grade. (EC § 51760.3 & § 51762.5)
- f. Formal training agreement for each employer and student that describes the responsibilities of the employer, student, school, and parent/legal guardian. (EC § 51762.5 & CCR, T5 § 10071)
- 16. **Summer School:** WEE during the summer is conducted in the same time period as the rest of the approved summer school and conforms to all

appropriate federal and state laws, California Labor Code, California Education Code, and California Code of Regulations, Title 5 rules and regulations applicable to WEE.

- Civil Rights Act: WEE covered by this plan shall comply with Title VI and Title 17. VII of the Civil Rights Act of 1964 and with Title 5 of the California Code of Regulations. (EC § 51762)
- Nondiscrimination: WEE covered by this plan shall comply with Title IX 18. (Nondiscrimination on the Basis of Sex) of the Education Amendments of 1972. (EC § 51762)

I hereby certify that to the best of my knowledge, the provisions for WEE outlined in this Secondary District Plan meet all California Department of Education requirements.

District Superintendent or Designee	Date
District Superintendent of Designee	Date
Date Local Governing Board Approved:	
Person Preparing Application:	
Name: <u>Gerry Strickland</u> E-mail:	gstrickland@capousd.org
Title:Director, Transition Programs	Phone:(949) 234-5302

This Secondary District Plan and application for a WEE program must include the original signature of the district superintendent or designee along with the following required enclosures:

- Enclosures: (1) Copy of Board Approving Minutes
 - (2) Course Description w/units of Instruction per semester
 - (3) Copy of Student Training Agreement
 - (4) Letter of Authorization to Issue Work Permits (original signature of the district superintendent or designee)
 - (5) Description of WEE's procedure for granting school credit

Submit this Secondary District Plan and application along with all (5) enclosures to:

Kimberly B. Born, Education Programs Consultant Secondary, Career, and Adult Learning Division High School Transformation Unit California Department of Education 1430 N Street, Suite 4503 Sacramento, CA 95814 kborn@cde.ca.gov 916-319-0480

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into and effective on September 1, 2011 ("Effective Date"), by and between Mission Hospital Medical Center, 27700 Medical Center Road, Mission Viejo, CA 92691, a California nonprofit public benefit corporation ("Hospital"), and Capistrano Unified School District ("Agency"), 33122 Valle Road, San Juan Capistrano, CA 92675, a California nonprofit public benefit corporation, to cooperate in providing faculty, staff, students and student families with education and referrals in regards to health promotion, primarily in the areas of childhood obesity and asthma. The Hospital specific program engaged in these services is named Health and Ministry Services ("HMS").

RECITALS

- A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standard of the Joint Commission and licensed by the California Department of Public Health. The mission of Hospital includes improving the quality of life in the community it serves.
- B. The purpose of Agency is to provide education to children and maintain health services, including education of students, families and school personnel in an attempt to improve the quality of life for children within the school district.
- C. Hospital desires to provide additional educational support and programs for the Agency's health services consistent with its charitable purposes, on the terms and conditions set forth in this Agreement, and Agency desires to receive such assistance.
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which Hospital will provide health promotion assistance and services to the Agency and the Agency's cooperation and support of such services.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF PROGRAM

- 1.1 <u>Agency Services</u>. Agency shall assist and support the Hospital in its provision of health promotion services by providing the services described in **Exhibit A** (the "Services"), attached hereto and incorporated herein by reference. Agency shall maintain its status as a not for profit corporation throughout the term of the Agreement.
- 1.2 <u>Hospital Contribution</u>. Hospital shall provide educational services, support and referrals in the areas of childhood obesity, asthma and related health education as described in **Exhibit B** (the "Services) during the term of the Agreement subject to the terms and conditions of this Agreement.

EXHIBIT 12

II. RELATIONSHIP OF PARTIES

- 2.1 <u>Independent Contractor</u>. It is understood and agreed that the parties shall be and at all times are acting and performing as independent contractors under this Agreement.
- 2.2 <u>Licensure</u>. Hospital shall have and maintain throughout the term of the Agreement the licensure and permits required by a non-profit hospital and that its employees shall have the education, training, licensure, certification and experience necessary to provide the services.

III. TERM AND TERMINATION

- 3.1 <u>Term.</u> The term of this Agreement shall commence as of the Effective Date and shall continue for two (2) years unless terminated sooner as provided for herein.
- 3.2 <u>Termination without Cause</u>. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party.
- 3.3 <u>Termination for Cause</u>. Hospital may terminate this Agreement immediately for cause in the event that Agency (a) files for bankruptcy, is adjudicated bankrupt or has a receiver appointed for substantially all of its assets; (b) has any license or certifications required in order to carry out its duties under this Agreement revoked, suspended or otherwise restricted; or (c) fails to cure a material breach of this Agreement within thirty (30) days after written notice by Hospital specifying the nature of such material breach.

IV. INSURANCE AND INDEMNIFICATION

- 4.1 <u>Insurance</u>. Hospital shall, at its own expense, at all times during the term of this Agreement, maintain in full force and effect the following insurance policies in the following amounts: (a) professional liability insurance or errors and omissions insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate; (b) comprehensive commercial general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate; and (c) workers' compensation insurance as required by applicable state law and employers' liability insurance. Contractor shall furnish to Hospital, upon request, certificates of insurance evidencing that such coverage is in effect and shall notify Hospital at least thirty (30) days before any change or cancellation of such coverage.
- 4.2 <u>Indemnification</u>. Agency shall indemnify, defend and hold harmless Hospital and its officers, directors, trustees, and employees from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees, arising out of or incident to the negligent or intentional acts or omissions of Agency, its officers, directors or employees in connection with this Agreement.

V. GENERAL PROVISIONS

- 5.1 <u>Confidentiality</u>. Agency and each of its employees, agents and contractors shall comply with all applicable laws regarding the confidentiality of patient information including but not limited to the regulations under the Health Information Portability and Accountability Act ("HIPAA").
- 5.2 <u>Assignment</u>. Contractor shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall

be binding on and inure to the benefit of successors and permitted assigns of each party.

- 5.3 <u>Attorneys' Fees</u>. The prevailing party in any legal action to enforce this Agreement shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.
- 5.4 <u>Entire Agreement; Amendment</u>. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.
- 5.5 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original but such counterparts together shall constitute one and the same instrument.
- 5.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three (3) business days after being mailed by United States post, certified and return receipt requested; or (c) one (1) business day after being sent by a nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

Mission Hospital 27700 Medical Center Rd., Suite 150 Mission Viejo, CA 92691 Attn: Peter F. Bastone, President & CEO

Capistrano Unified School District 33122 Valle Rd. San Juan Capistrano, CA 92675 Attn: Executive Director of Student Support

- 7.12 <u>Severability</u>. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 7.13 <u>Governing Law.</u> This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- 7.14 <u>Waiver</u>. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- 7.15 <u>Captions</u>. Captions used herein as headings of various articles and sections are for convenience only and shall not be construed to be part of this Agreement or used in construing this Agreement.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HOSPITAL
By: M. M. COULT
Markie Cowley Executive Vice President and COO
Date:
AGENCY
Ву:
Joseph M. Farley, Ed.D. Superintendent
Date: July 12, 2011
Agency Tax ID No.: 95-2321055

EXHIBIT A

AGENCY SERVICES

The Agency has identified the need to address the serious health issues of childhood obesity and asthma among its students, and wishes to augment existing health education with services from Mission Hospital in the form of asthma and obesity education and treatment programs. As such, the Agency will provide the following services:

- A.1 Provide the Hospital with data and measurements of outcomes as requested by the Hospital;
- A.2 Participate as able in the South Orange County Childhood Obesity Taskforce, including attendance at quarterly meetings;
- A.3 Distribute information to individual school administrations, students and families regarding availability of asthma and childhood obesity programs and services and encourage school administration and staff to take advantage of such programs;
- A.4 Assist Hospital staff in providing services to schools, students and parents;
- A.5 Provide space, free of all charges, where classes, activities and other health promotion services can be held;
- A.6 Distribute and publicize activities, information and resources related to asthma and obesity education and management as reasonably requested by Hospital;
- A.7 Participate in evaluation and continuous improvement of on-site Hospital programs;
- A.8 Maintain and safeguard all confidential information as it pertains to programs and services of the Hospital and School District.

EXHIBIT B

Hospital Services

Based on publications from substantial governmental and non-profit organizations, i.e., National Institutes of Health, the CDC and County and State Health Agencies, and the expressed concerns of community members regarding the epidemic of childhood obesity and asthma, the Hospital has responded by developing childhood obesity and asthma programs. In an effort to jointly combat these childhood illnesses through prevention and treatment, Mission Hospital will:

- B.1 Hire, employ, supervise and/or contract with all Hospital staff necessary for the successful implementation and operations of said Programs;
- B.2 Provide information, education, resources and referral services related to asthma and childhood obesity to students, staff and parents;
- B.3 Provide consultation and training services to faculty and staff;
- B.4 Provide direction for the ongoing strategic development of the programs;
- B.5 Coordinate the programs' evaluation activities
- B.6 Seek or facilitate the search for additional funding for Program activities as mutually agreed upon by the Parties;
- B.7 Maintain and safeguard all confidential student health information provided to the Hospital or its staff by the school district.

EXHIBIT C

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract(s) ("Contract") by and between Mission Hospital_ ("Covered Entity" or "CE") and Capistrano Unified School District("Business Associate" or "BA"). This Addendum is effective as of September 1, 2011(the "Addendum Effective Date").

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable state and federal laws and regulations.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under HIPAA, the HIPAA Regulations and the HITECH Act, and as described in Cal. Civil Code Section 1798.82.
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **HITECH Compliance Date** shall mean February 17, 2010, unless a separate effective date is specified by law for a particular requirement, in which case such effective date shall apply for that particular requirement.
- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information.
- 1. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE.
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.

- c. **Prohibited Uses and Disclosures under HITECH.** Notwithstanding any other provision in this Addendum, no later than the HITECH Compliance Date, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Contract and consistent with the requirements of 42 U.S.C. 17936; (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. Section 17935(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum. BA further agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI. No later than the HITECH Compliance Date, BA shall comply with each of the requirements of 45 C.F.R. Sections 164.308, 164.310, and 164.312 and the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Mitigation.** BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI in violation of this Addendum.
- f. Reporting of Improper Access, Use or Disclosure. BA shall, following the discovery of any Breach of Unsecured PHI, Security Incident, as defined in the Security Rule, and/or any actual or suspected access, use or disclosure of Protected Information not permitted by the Contract and Addendum or applicable law notify CE in writing of such breach or disclosure without unreasonable delay and in no case later than three business days after discovery. BA shall take prompt corrective action and any action required by applicable state or federal laws and regulations relating to such disclosure. BA agrees to pay the actual costs of CE to provide required notifications and any associated costs incurred by CE, such as credit monitoring for affected patients, if CE reasonably determines that the nature of the breach warrants such measures.
- g. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents or subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. To the extent that BA creates, maintains, receives or transmits Electronic PHI on behalf of the CE, BA shall implement the safeguards required by paragraph 2.c above with respect to Electronic PHI.
- h. Access to Protected Information. To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524. No later than the Compliance Date, if BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- i. Amendment of PHI. To the extent BA maintains a Designated Record Set on behalf of CE, within thirty (30) days of receipt of a request from the CE or an individual for an amendment of Protected Information or a record about an individual contained in a

- Designated Record Set, BA or its agents or subcontractors shall make any amendments that CE directs or agrees to in accordance with the Privacy Rule.
- j. Accounting Rights. Within thirty (30) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and, no later than the HITECH Compliance Date, its obligations under the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. The provisions of this subparagraph 2.j shall survive the termination of this Addendum.
- k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule.
- l. **Minimum Necessary.** No later than the HITECH Compliance Date, BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. **Compliance with Laws.** BA shall comply with all applicable state and federal privacy and security laws, including but not limited to HIPAA, the HIPAA Regulations, HITECH, and Cal. Civil Code 1798.82, as they may be amended from time to time.

3. Termination

- a. **Material Breach by BA.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for termination of the Contract, any provision in the Contract to the contrary notwithstanding, with or without an opportunity to cure the breach. If termination of the Contract is not feasible, CE will report the problem to the Secretary of DHHS.
- b. Material Breach by CE. As of the HITECH Compliance Date, pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.
- 4. **Indemnification; Limitation of Liability.** To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage

resulting from or relating to the acts or omissions of BA in connection with the representations, duties and obligations of BA under this Addendum. Any limitation of liability contained in the Contract shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of the Addendum.

- 5. **Assistance in Litigation.** BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.
- 6. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI. Upon the compliance date of any such applicable laws and regulations, this Addendum shall automatically be amended such that this Addendum remains in compliance with such laws and regulations.
- 7. **No Third-Party Beneficiaries.** Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever
- 8. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HI TECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.
- 9. **Regulatory References.** A reference in this Addendum to a section of regulations means the section as in effect or as amended, and for which compliance is required.
- 10. Identity Theft Program Compliance. To the extent that CE is required to comply with the final rule entitled "Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transactions Act of 2003," as promulgated and enforced by the Federal Trade Commission (16 C.F.R. Part 681) (the "Red Flags Rule") and that BA is performing an activity in connection with one or more "covered accounts," as that term is defined in the Red Flags Rule, pursuant to the Contract, BA shall establish and comply with its own reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, which shall be consistent with and no less stringent than those required under the Red Flags Rule or the policies and procedures of CE's Red Flags Program. BA shall provide its services pursuant to the Contract in accordance with such policies and procedures. BA shall report any detected "red flags," as that term is defined in the Red Flags Rule, to CE and shall, in cooperation with Hospital, take appropriate steps to prevent or mitigate identity theft.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY MISSION HOSPITAL

By: Name: Markie Cowley

Title: Executive Vice President and COO

Date: 5/11/11

BUSINESS ASSOCIATE CAPISTRANO UNIFIED SCHOOL DISTRICT

By:					
Name:	Joseph	M.	Farley.	Ed.D.	

Title: Superintendent

Date:

01 CAPISTRANO CFD DISTRICT

PO BOARD LISTING

Board of Trustees Purchase Order Listing *====== Fiscal Year: 2011-12 ======* Board of Trustees Meeting.....JULY 11, 2011

MELLO ROOS

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

PO No.	Fund	Vendor	Description	Amount
======	=====	=======================================		========
5000	98	RUBBER CAL INC	OthConst/Fac Acq /SJHHS	9,557.56

1 Purchase Orders \$9,557.56

ATTACHMENT 1 (1 of 10)

POBOARD LISTING

Board of Trustees Purchase Order Listing

======= Fiscal Year: 2010-11 =======

Board of Trustees Meeting.....JULY 11, 2011

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

PO No.	Fund	Vendor	Description	Amount
======	=====	=======================================	=======================================	=========
4992	87	PACIFIC ROOFING SYSTEMS	IntHouse/Fac Acq /CVHS	8,362.00
4993	92	FIRST AMERICAN TITLE	LndOther/Fac Acq /Tesoro	750.00
4994	87	PACIFIC MH CONSTRUCTION INC.	IntHouse/Fac Acq /CVHS	26,616.49
4995	87	GILBERT & STEARNS INC	IntHouse/Fac Acq /CVHS	34,805.00
4996	87	PACIFIC PLUMBING	IntHouse/Fac Acq /CVHS	15,954.20
4997	89	US BANK NATIONAL ASSOCIATION	Serv&Op /Fac Acq /Dstrctwd	2,475.00
4998	89	US BANK NATIONAL ASSOCIATION	Serv&Op /Fac Acq /Dstrctwd	3,000.00
4999	89	CAPISTRANO UNIFIED	Sls Pay /Undesig /Dstrctwd	1,250.93

8 Purchase Orders

\$93,213.62

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

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

PO No.	Fund	Vendor ====================================	Description	Amount
306111	1	ASPEN PUBLISHERS INC	SplsNonI/Payroll /Dstrctwd	
306112	1	DELL COMPUTER	SplsNonI/Sch Adm /AVMS	85.51 195.74
306113	1	FEDERAL EXPRESS CORP	Cmmnctns/Warehse /Dstrctwd	4,648.93
306114	1	AWARDS 'N MORE	SplsNonI/SupvAdmn/SCHS	4,848.93
306115	_	VOID	VOID	0.00
306116	1	FIRST AMERICAN TITLE	Serv&Op /M&OUnrOH/Dstrctwd	1,500.00
306117	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	80.00
306118	1	JOSTENS	InstMtls/Instrctn/SCHS	75.94
306119		VOID	VOID	0.00
306120		VOID	VOID	0.00
306121	1	SPICERS PAPER CO	SplsNonI/Grph Art/Dstrctwd	20,000.00
306122	1	BEE MAN	Rntl:Oth/RR:Bldgs/Dstrctwd	2,117.00
306123	1	MOORE'S SEWING MACHINE	Rntl:Oth/RR:Bldgs/Dstrctwd	2,216.36
306124	1	MUNICIPAL UNDERGROUND SERVICES		
306125	1	CONSOLIDATED ELECTRICAL DISTR	SplsNonI/RR:Bldgs/Dstrctwd	750.00
306126	1	SMARDAN SUPPLY COMPANY	SplsNonI/RR:Bldgs/Dstrctwd	1,243.73
306127	1	HIRSCH PIPE & SUPPLY	SplsNonI/RR:Bldgs/Dstrctwd	3,092.57
306128	14	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/SCHS	598.50
306129	14	PACIFIC ROOFING SYSTEMS	-	16,249.55
306130	14	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/SCHS	16,249.55
306130	1	TIME CLOCK SALES SERVICE	Rntl:Oth/RR:Bldgs/SCHS	15,766.05
306131	1	BEE MAN	Rntl:Oth/Bus/Fisc/Dstrctwd	236.00
306132	1	VOID	Rntl:Oth/RR:Bldgs/Dstrctwd	1,214.00
306133	1	FILM OUT PUT	VOID	0.00
306134	1		Serv&Op /Grph Art/Dstrctwd	40.00
306135	1	CLARK SECURITY PRODUCTS	SplsNonI/RR:Bldgs/Dstrctwd	1,364.19
		COASTAL BLUE	Rntl:Oth/RR:Bldgs/Dstrctwd	32.03
306137	1	BETTER BUSINESS RECORDS	SplsNonI/RR:Bldgs/Dstrctwd	32.52
306138	1	WATERLINES TECHNOLOGIES INC	SplsNonI/RR:Bldgs/Dstrctwd	7,931.00
306139	1	PREMIERE WATER SERVICES	Rntl:Oth/RR:Bldgs/ArroyoEl	1,153.69
306140	1	EVERGREEN TRADE	Rnt&Repr/Instrctn/Serra	26.10
306141	1	BEE MAN	Rntl:Oth/RR:Bldgs/Dstrctwd	355.00
306142	1	SECRETARY OF STATE	Serv&Op /Bus/Fisc/Dstrctwd	25.00
306143	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	100.00
306144	1	HERITAGE SCHOOLS INC	Sub MHBC/NPS /Dstrctwd	10,783.92
306145	1	GOODWILL IND OF O C	Serv&Op /GuidCnsl/Dstrctwd	640.00
306146	1	PARENTS AS TEACHERS NATIONAL	Serv&Op /PrntPart/Dstrctwd	135.00
306147	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/MFMS	5,922.00
306148	1	FRESHINK	SplsNonI/Sch Adm /Las Palm	195.75
306149	1	WESTERN EXTERMINATORS	Rntl:Oth/Op:Grnds/Dstrctwd	2,525.00
306150	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	6.18
306151	1	SAF-COM SUPPLY	Rntl:Oth/RR:Bldgs/Dstrctwd	1,625.50
306152	1	DUNN-EDWARDS CORP	SplsNonI/RR:Bldgs/Dstrctwd	500.00
306153	13	DISBURSING OFFICER	FdPrshbl/FoodServ/Dstrctwd	54.93
306154	13	ASR FOOD DISTRIBUTORS INC.	FdPrshbl/FoodServ/Dstrctwd	10,000.00

Board of Trustees Purchase Order Listing

======= Fiscal Year: 2010-11 =======

Board of Trustees Meeting....JULY 11, 2011

PO No.	Fund	Vendor	Description	Amount
306155	1	DAVIS, AUTUMN	Serv&Op /PsychSer/Dstrctwd	700.00
			Serv&Op /SEOthIns/Dstrctwd	450.00
306156	1	ART MASTERS	CnsltIns/Instrctn/Don Juan	6,285.00
306157	1	US BANK	SplsNonI/DW Undst/Dstrctwd	50,000.00
306158	1	JASPER ENGINE & TRANSMISSION	Rntl:Oth/PuplTran/Dstrctwd	6,401.64
306159	1	MOBILE FLEET WASH	Serv&Op /PuplTran/Dstrctwd	704.00
306160	1	FRICTION MATERIALS CO.	Ppl Tran/PuplTran/Dstrctwd	27.84
306161	1	PACIFIC GO NATURAL GAS	Ppl Tran/PuplTran/Dstrctwd	6,419.31
306162	1	CAPISTRANO LAGUNA BEACH ROP	SplsNonI/Pub Info/Dstrctwd	48.00
306163	1	CAPISTRANO LAGUNA BEACH ROP	SplsNonI/Pub Info/Dstrctwd	125.00
306164	1	BATTERYEDGE.COM	<pre>InstMtls/Instrctn/Las Palm</pre>	259.37
306165	1	MAYER-JOHNSON CO	InstMtls/SEOthIns/Dstrctwd	92.44
306166	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
306167		VOID	VOID	0.00
306168	1	DEPT IND RELATIONS/ACCOUNTING	Serv&Op /RR:Bldgs/Dstrctwd	200.00
306169	1	DIGITAL NETWORKS GROUP	SplsNonI/Sch Adm /SJHHS	1,037.27
306170	1	UNISOURCE	St Rcpts/Undesig /Dstrctwd	356.45
306171	1	OFFICE DEPOT	SplsNonI/Purch /Dstrctwd	300.00

56 Purchase Orders \$205,165.19

PO BOARD LISTING

Board of Trustees Purchase Order Listing

======= Fiscal Year: 2011-12 =======

Board of Trustees Meeting....JULY 11, 2011

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

PO No.		Vendor	Description	Amount
310003	1	SOUTHWEST SCHOOL SUPPLY		
310003	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/RH Dana	150.00
310005	1	APEX LEARNING INC	SplsNonI/Sch Adm /MFMS Serv&Op /Instrctn/Dstrctwd	1,000.00
310006	1	APEX LEARNING INC	9-12Text/Instrctn/WestView	64,175.00
310007	69	METROPOLITAN EMPLOYEES	Serv&Op /Enterprs/Dstrctwd	24,607.00
310008	69	RELIANCE STANDARD LIFE INS CO	Serv&Op /Enterprs/Dstrctwd Serv&Op /Enterprs/Dstrctwd	53,392,292.00
310009	69	UNUM		186,900.00
310010	69	CIGNA	Serv&Op /Enterprs/Dstrctwd	130,662.00
310011	69	CONNECTICUT GEN LIFE INS CO	Serv&Op /Enterprs/Dstrctwd Serv&Op /Enterprs/Dstrctwd	655,350.00
310012	69	METROPOLITAN EMPLOYEES		214,200.00
310012	11	COMMUNITY EDUCATION	Serv&Op /Enterprs/Dstrctwd	275,000.00
310013	69	TRAVIS SOFTWARE	Serv&Op /AE:FEEBS/Dstrctwd	500,000.00
310011	1	THINKING MAPS INC	Serv&Op /Enterprs/Dstrctwd	990.00
310015	_	VOID	CnfrNonI/StDev In/Kinoshta VOID	3,885.00
310017	1	OCDE		0.00
310018	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	3,150.00
310019	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd CnfrNonI/StDev In/Dstrctwd	1,860.00
310020	1	DELL COMPUTER	·	1,500.00
310020	68	KEENAN & ASSOCIATES	NonCapEq/Instrctn/Oxford	51,047.71
310021	68	KEENAN & ASSOCIATES	Serv&Op /Enterprs/Dstrctwd	156,578.00
310022	68	CORVEL CORPORATION	Serv&Op /Enterprs/Dstrctwd Serv&Op /Enterprs/Dstrctwd	18,107.00
010010	00	CORVED CORPORATION	P/Yr Clm/Undesig /Dstrctwd	400,000.00
310024	68	CORVEL ENTERPRISE COMP INC	Serv&Op /Enterprs/Dstrctwd	2,400,000.00
310025	70	CORVEL CORPORATION	P/Yr Clm/Undesig /Dstrctwd	302,820.00
32322	, 0	CORVED CORPORATION	Serv&Op /Enterprs/Dstrctwd	350,000.00
310026	68	IRON MOUNTAIN	Serv&Op /Enterprs/Dstrctwd	350,000.00
310027		VOID	VOID	3,400.00
310028	1	GUNTHER'S ATHLETIC SERVICE	InstMtls/CurAthlt/SCHS	0.00 8,795.81
310029	1	NASCO WEST	InstMtls/Instrctn/AVMS	911.11
310030	1	DYNAMIC MEASUREMENT GROUP	Bks&Ref /SupvAdmn/Dstrctwd	204.44
310031		VOID	VOID	0.00
310032	1	RENAISSANCE LEARNING INC	InstMtls/SEOthIns/Dstrctwd	196.30
310033	1	RENAISSANCE LEARNING INC	InstMtls/SEOthIns/Dstrctwd	196.30
310034	1	RENAISSANCE LEARNING INC	SplsNonI/HlthServ/Dstrctwd	347.47
310035	1	BOONE BRIDGE BOOKS	SplsNonI/CommServ/FRC:AnxI	199.82
310036	1	DYNAVOX SYSTEMS INC	Rnt&Repr/SEOthIns/Dstrctwd	1,850.00
310037	1	WORKBOOK PUBLISHING INC	InstMtls/CommServ/FRC:AnxI	142.23
310038	1	CARSON-DELLOSA PUBLISHING	InstMtls/Enterprs/Dstrctwd	1,674.89
310039	1	CARES	NPA /NPA /Dstrctwd	973.64
310040	1	AUTISM SPECTRUM THERAPIES	NPA /NPA /Dstrctwd	3,815.00
310041	1	CENTER FOR AUTISM &	NPA /NPA /Dstrctwd	4,273.00
310042	1	AUTISM BEHAVIOR CONSULTANTS	NPA /NPA /Dstrctwd	6,800.00
310043	1	DICK BLICK WEST	InstMtls/Instrctn/ANHS	226.55
310044	1	PROGRESS PUBLISHERS	InstMtls/Instrctn/San Juan	844.09
310045		VOID	VOID	0.00
				0.00

PO BOARD LISTING

Board of Trustees Purchase Order Listing

======= Fiscal Year: 2011-12 =======

Board of Trustees Meeting....JULY 11, 2011

PO No.	Fund	Vendor	Description	Amount
310046	1	MAXIM HEALTHCARE SERVICES INC	NPA /NPA Hlth/Dstrctwd	24,999.00
			Sub NPA /NPA Hlth/Dstrctwd	31,109.50
310047	1	LEISURE CARE NURSES REGISTRY	NPA /NPA Hlth/Dstrctwd	24,999.00
			Sub NPA /NPA Hlth/Dstrctwd	42,466.20
310048	13	EKON-O-PAC INC.	Food Sup/FoodServ/Dstrctwd	601.36
310049	1	FOLLETT SOFTWARE CO	Rnt&Repr/Libr&Med/Dstrctwd	34,120.53
			9-12Text/Instrctn/Dstrctwd	3,040.27
			K-8Textb/Instrctn/Dstrctwd	1,658.33
310050		VOID	VOID	0.00
310051		VOID	VOID	0.00
310052	1	PYRAMID AUTISM CENTER	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	24,501.00
310053	1	MARDAN CENTER OF ED	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	10,261.00
310054	1	YELLOWSTONE BOYS & GIRLS RANCH		21,790.50
			Sub MHBC/NPS /Dstrctwd	76,860.00
310055	1	FAMILY LIFE CENTER BODEGA	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	17,832.10
			Sub MHBC/NPS /Dstrctwd	95,004.00
310056	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	19,097.00
310057	1	CINNAMON HILLS SCHOOL	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	9,021.00
			Sub MHBC/NPS /Dstrctwd	107,688.00
310058	1	CINNAMON HILLS SCHOOL	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	9,021.00
			Sub MHBC/NPS /Dstrctwd	107,688.00
310059	1	CINNAMON HILLS SCHOOL	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	9,021.00
			Sub MHBC/NPS /Dstrctwd	107,688.00
310060	1	CINNAMON HILLS SCHOOL	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	9,021.00
			Sub MHBC/NPS /Dstrctwd	107,688.00
310061	1	DEVEREUX TEXAS TREATMENT	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	6,486.00
			Sub MHBC/NPS /Dstrctwd	78,690.00
310062	1	TERI INC - THE COUNTRY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	25,127.99
310063	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	21,497.00
310064	1	FAMILY LIFE CENTER BODEGA	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	17,832.10
210065	_		Sub MHBC/NPS /Dstrctwd	95,004.00
310065	1	FAMILY LIFE CENTER BODEGA	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	17,832.10
210055	_		Sub MHBC/NPS /Dstrctwd	95,004.00
310066	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
21006=	_	Wannay	Sub NPS /NPS /Dstrctwd	24,377.00
310067	1	MARDAN CENTER OF ED	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	10,261.00

Board of Trustees Purchase Order Listing

======= Fiscal Year: 2011-12 =======

Board of Trustees Meeting....JULY 11, 2011

PO No.	Fund	Vendor	Description	Amount
310068	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	11,297.00
310069	1	BLIND CHILDRENS LEARNING CTR	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,138.00
310070	1	RED ROCK CANYON SCHOOL	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	6,751.00
			Sub MHBC/NPS /Dstrctwd	80,520.00
310071	1	DEVEREUX CLEO WALLACE	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	6,376.00
			Sub MHBC/NPS /Dstrctwd	75,019.02
310072	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	21,790.50
			Sub MHBC/NPS /Dstrctwd	76,860.00
310073		VOID	VOID	0.00
310074	1	PERFECT SEAL LABORATORIES	SplsNonI/HlthServ/Dstrctwd	40.72
310075	1	SCHOLASTIC EDUCATION	<pre>InstMtls/Instrctn/LadraElm</pre>	1,396.88
310076	1	CAMBIUM LEARNING TECHNOLOGIES	InstMtls/Enterprs/Dstrctwd	1,163.16
310077	1	STENHOUSE PUBLISHERS	InstMtls/Instrctn/Las Palm	507.97
310078	1	SCHOOL SPECIALITY	SplsNonI/Sch Adm /Las Palm	2,572.16
310079	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	167.26
310080	1	DEMCO INC	SplsNonI/Libr&Med/Dstrctwd	135.63
310081		VOID	VOID	0.00
310082	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	24,377.00
310083	12	PARENT INSTITUTE	SplsNonI/Sch Adm /Dstrctwd	698.00
310084		VOID	VOID	0.00
310085	1	PEARSON EDUCATION	SplsNonI/Spch Aud/Dstrctwd	375.22
310086	1	ENABLING DEVICES	InstMtls/SEOthIns/Dstrctwd	244.88
310087	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	237.29
310088	1	WIESER EDUCATIONAL	K-12Text/SEOthIns/Dstrctwd	2,721.60
310089	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	66.21
310090	1	CAFE	Conf:Ins/Instrctn/Serra	474.00
310091	1	BRIDGES TRANSITIONS CO.	Serv&Op /Instrctn/BAMS	1,164.38
310092	1	ACTION LEARNING SYSTEMS INC	<pre>InstMtls/Instrctn/Del Obis</pre>	1,189.50
310093	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	3,000.00
310094	1	LAKESHORE LEARNING MATERIALS	InstMtls/RSPInstr/LF Elem	259.53
310095	1	FRED PRYOR SEMINARS	CnfrNonI/Pup Serv/Dstrctwd	119.00
310096	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/MFMS	2,200.00
310097	1	LAKESHORE LEARNING MATERIALS	InstMtls/RSPInstr/LF Elem	135.72
310098 310099	1	VOID	VOID	0.00
310109	1	LAKESHORE LEARNING MATERIALS	InstMtls/RSPInstr/LF Elem	165.00
310100	1 12	ALLIANCE PUBLISHING	InstMtls/Instrctn/Viejo	1,449.31
310101	1	SCHOLASTIC LITERACY PARTNERSHP	InstMtls/Instrctn/Dstrctwd	1,533.38
310102	1	MCGRAW-HILL/SRA SANTILLANA PUBL CO	InstMtls/Instrctn/Palisade	942.17
310103	11		InstMtls/Instrctn/Benedict	1,500.00
310104	1	ADMINISTRATIVE SOFTWARE MAYER-JOHNSON CO	Serv&Op /AE:FEEBS/Dstrctwd	4,720.00
310105	1	MIND RESEARCH INSTITUTE	InstMtls/SEOthIns/Dstrctwd	270.79
310100	1	HOTMATH INC	Serv&Op /Instrctn/Malcom	7,700.00
310107	1	PC MALL GOV	Serv&Op /Instrctn/ArroyoMS Serv&Op /Sch Adm /RH Dana	225.00
310109	1	DANBRU WIRE & CABLE INC		66.56
32020)	_	DIMIDRO WINE & CADDE INC	SplsNonI/TIS /Dstrctwd	439.66

PO BOARD LISTING

Board of Trustees Purchase Order Listing

======= Fiscal Year: 2011-12 =======

Board of Trustees Meeting.....JULY 11, 2011

PO No.	Fund	Vendor	Description	Amount
310110	1	SEHI COMPUTER	SplsNonI/TIS /Dstrctwd	4,000.00
310111	1	COMPANION CORP	Rnt&Repr/Libr&Med/Dstrctwd	799.00
			9-12Text/Instrctn/Dstrctwd	499.00
310112	1	EDUPOINT EDUCATIONAL SYSTEMS	Serv&Op /SupvAdmn/Dstrctwd	35,714.22
310113	1	KELLY PAPER COMPANY	SplsNonI/Grph Art/Dstrctwd	75,000.00
310114	1	PRIORITY MAILING SYSTEMS	SplsNonI/Warehse /Dstrctwd	3,000.00
310115	1	FILM OUT PUT	Serv&Op /Grph Art/Dstrctwd	600.00
310116	1	PRINT FINISH SOULUTIONS	Rntl:Oth/Grph Art/Dstrctwd	3,000.00
310117	1	PRUDENTIAL OVERALL SUPPLY	SplsNonI/Grph Art/Dstrctwd	2,100.00
310118	1	GRAPHIC SYSTEMS/PRINTERS MAIL	SplsNonI/Grph Art/Dstrctwd	4,000.00
310119	1	ULINE	SplsNonI/Warehse /Dstrctwd	3,000.00
310120	1	XPEDX	SplsNonI/Grph Art/Dstrctwd	5,000.00
310121	1	XEROX CORPORATION	Serv&Op /Grph Art/Dstrctwd	5,000.00
310122	1	RUFFS SAW SERVICE	Rntl:Oth/Grph Art/Dstrctwd	300.00
310123	1	ONE STOP BINDERY	Serv&Op /Grph Art/Dstrctwd	23,000.00
310124	1	STAPLES ADVANTAGE	SplsNonI/Grph Art/Dstrctwd	1,000.00
310125	1	OVER NIGHT NUMBERING	Serv&Op /Grph Art/Dstrctwd	4,000.00
310126	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/Warehse /Dstrctwd	6,500.00
310127	1	PITNEY BOWES/PRESORT SERVICES	Cmmnctns/Warehse /Dstrctwd	5,000.00
310128	1	PITNEY BOWES	SplsNonI/Warehse /Dstrctwd	1,200.00
310129	1	WOODWIND & BRASSWIND	Rnt&Repr/Instrctn/Dstrctwd	3,500.00
310130	1	HORN IMPROVEMENT	Rnt&Repr/Instrctn/Dstrctwd	3,200.00
310131	1	SPEAK, JOHN V	Rnt&Repr/Instrctn/Dstrctwd	2,500.00
310132	1	ANAHEIM BAND INSTRUMENTS	Rnt&Repr/Instrctn/Dstrctwd	3,500.00
310133	1	JIM'S MUSIC CENTER	Rnt&Repr/Instrctn/Dstrctwd	500.00
310134	1	FEDERAL EXPRESS CORP	Cmmnctns/Warehse /Dstrctwd	18,000.00
310135	1	STEPHEN R DAVY VIOLINS	Rnt&Repr/Instrctn/Dstrctwd	250.00
310136	1	BEN'S MUSIC	Rnt&Repr/Instrctn/Dstrctwd	750.00
310137	12	OFFICE DEPOT	SplsNonI/SupvAdmn/Dstrctwd	10,000.00
310138	1	OFFICE DEPOT	InstMtls/Instrctn/DHHS	10,000.00
310139	11	OFFICE DEPOT	InstMtls/Instrctn/Dstrctwd	4,000.00
310140	1	SMART & FINAL IRIS #399	InstMtls/SEOthIns/Dstrctwd	3,000.00
310141	12	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	5,000.00
310142	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/CVHS	2,000.00
310143	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DHHS	1,000.00
310144	1	SMART & FINAL IRIS #399	SplsNonI/Sch Adm /RH Dana	250.00
310145	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Viejo	1,500.00
310146	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Tesoro	5,000.00
310147	12	STAPLES ADVANTAGE	SplsNonI/SupvAdmn/Dstrctwd	5,000.00
310148	1	STAPLES ADVANTAGE	SplsNonI/Sch Adm /Malcom	3,000.00
310149	1	DISCOUNT OFFICE SERVICES	SplsNonI/SupvAdmn/Dstrctwd	3,000.00
310150	1	DISCOUNT OFFICE SERVICES	SplsNonI/TIS /Dstrctwd	750.00
310151	1	DISCOUNT OFFICE SERVICES	SplsNonI/FacPlann/Dstrctwd	2,000.00
310152	1	SPARKLETTS CORVER ATTHERTS	InstMtls/Instrctn/Tesoro	400.00
310153	1	GOPHER ATHLETIC	InstMtls/Instrctn/Concordi	600.00
310154	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/GrgWhite	2,000.00
310155	1	DACTETC MU CONGEDUCATON THE	SplsNonI/Sch Adm /GrgWhite	2,000.00
310155	1 1	PACIFIC MH CONSTRUCTION INC. OTICON	Rntl:Oth/RR:Bldgs/Barcelon	7,735.35
310157	1	PACIFIC MH CONSTRUCTION INC.	NonCapEq/HlthServ/Dstrctwd	1,843.28
J = O = J	Τ.	THEIR CONSTRUCTION INC.	Rnt&Repr/RR:Bldgs/Oxford	23,127.36

Board of Trustees Purchase Order Listing

======= Fiscal Year: 2011-12 =======

Board of Trustees Meeting....JULY 11, 2011

PO No.	Fund	Vendor	Description	Amount
310158	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Las Palm	5,000.00
310159	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Bathgate	3,000.00
310160	1	PACIFIC MH CONSTRUCTION INC.	SplsNonI/Enterprs/FNMS	28,241.59
310161	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	50,000.00
310162	1	PREMIERE WATER SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
310163	1	SCHOLASTIC EDUCATION	InstMtls/Instrctn/Wood Cyn	73.13
			Serv&Op /Instrctn/Wood Cyn	1,323.75
310164	1	MOORE'S SEWING MACHINE	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310165	1	TRIPLE "A" COMM & PUMPING	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310166	1	W W GRAINGER INC	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
310167	1	WON-DOOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
310168	1	WESTERN ILLUMIN PLASTIC	SplsNonI/RR:Bldgs/Dstrctwd	2,500.00
310169	1	WESTERN GRAPHIX	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
310170	1	VISTA PAINT & WALLCOVERING	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310171	1	UNITED RENTALS	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310172	1	ULINE	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310173	1	TRAFFIC CONTROL SERVICE	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
310174	1	TONY'S LOCKSMITH SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
310175	1	TELL STEEL INC	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310176	1	SUPPLY LINE BUILDING MATERIALS	-	2,000.00
310177	1	SO COUNTY PROTECTIVE WEAR	SplsNonI/RR:Bldgs/Dstrctwd	1,000.00
310178	1	SOUTH COAST ANSWERING SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
310179	1	SHIFFLER EQPT SALES INC	SplsNonI/RR:Bldgs/Dstrctwd	2,000.00
310180	1	SHAMROCK SUPPLY CO INC	SplsNonI/RR:Bldgs/Dstrctwd	3,000.00
310181	1	SCHOLASTIC EDUCATION	InstMtls/Instrctn/Benedict	336.16
310182	1	SEPULVEDA BLDG MATERIALS	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310183	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/ArroyoMS	2,000.00
310184	1	SAF-COM SUPPLY	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310185	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/ArroyoMS	2,800.00
310186	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310187	1	RUSCO INC	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
310188	1	REFRIGERATION SUPPLIES	SplsNonI/RR:Bldgs/Dstrctwd	1,000.00
310189	1	RADIO SHACK	SplsNonI/RR:Bldgs/Dstrctwd	1,500.00
310190	1	HAAN CRAFTS	InstMtls/Instrctn/AVMS	1,500.00
310191	1	PRECISION AIR COND & MECH INC	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
310192	1	PRAXAIR	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310193	1	PAC TYPEWRITER & COMM	Rntl:Oth/RR:Bldgs/Dstrctwd	8,000.00
310194	1	P A THOMPSON ENGINEERING CO	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310195	1	ORDOQUI CONSLING & LOCK	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
310196	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lqna Niq	
310197	1	NATIONAL READY MIXED CONCRETE	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310198	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CanVistE	1,000.00
310199	1	NATIONAL CONTROLS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,500.00
310200	1	MONTGOMERY HARDWARE COMPANY	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310201	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	10,000.00
310201	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LF Elem	6,000.00
310202	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Bergeson	3,500.00
310203	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LadraElm	3,000.00
310204	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Reilly	5,000.00
310205	1	SOUTHWEST SCHOOL SUPPLY	-	3,000.00
310200	<u>.</u>	SOCIAMEDI SCHOOL SUPPLI	InstMtls/Instrctn/Viejo	1,500.00

Board of Trustees Purchase Order Listing

======= Fiscal Year: 2011-12 =======

Board of Trustees Meeting....JULY 11, 2011

PO No.		Vendor	Description Amoun	
310207	1	SOUTHWEST SCHOOL SUPPLY		
310208	11	STECK-VAUGHN CO	InstMtls/Instrctn/Dstrctwd	3,000.00 2,898.11
310209	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Wagon Wh	2,000.00
310210	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VdelMarE	8,000.00
310211	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Palisade	5,000.00
310212	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Wagon Wh	3,000.00
310213	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Concordi	5,000.00
310214	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Bathqate	1,500.00
310215	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
310216	1	McKENDRY DOOR SALES & SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
310217	1	LESLIE'S POOL SUPPLY	SplsNonI/RR:Bldgs/Dstrctwd	2,000.00
310218	1	CAESAR'S APPLIANCE	Rntl:Oth/RR:Bldgs/Dstrctwd	2,500.00
310219	1	KATHCO PRODUCTS	SplsNonI/RR:Bldgs/Dstrctwd	2,000.00
310220	1	HEADSETS.COM	SplsNonI/RR:Bldgs/Dstrctwd	2,500.00
310221	1	F SOLUTIONS	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310222	1	DEPT IND RELATIONS/ACCOUNTING	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
310223	1	DENAULT'S HARDWARE	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310224	1	CONTROL AIR CONDITIONING CORP	Rntl:Oth/RR:Bldgs/Dstrctwd	1,000.00
310225	1	CMS COMMUNICATIONS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
310226	1	COMMERCIAL FENCE & IRON WORKS	Rnt&Repr/RR:Bldgs/Oxford	3,221.00
310227	1	CAPISTRANO CRANE SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
310228	1	BLAINE WINDOW HARDWARE	SplsNonI/RR:Bldgs/Dstrctwd	1,000.00
310229	1	BETTER BUSINESS RECORDS	SplsNonI/RR:Bldgs/Dstrctwd	3,000.00
310230	1	BATTERIES PLUS	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310231	1	ASSOC BUSINESS PRODUCTS	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
310232	1	ALPHA SOUND AND LIGHTING	SplsNonI/RR:Bldgs/Dstrctwd	1,000.00
310233	1	BENS ASPHALT	Rnt&Repr/RR:Bldgs/Oxford	4,127.00
310234	1	ACOUSTICAL MATERIAL SERVICES	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310235	1	PREMIERE WATER SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	3,931.00
310236	1	AIR CONDITIONING CONTROL SYS	Rntl:Oth/RR:Bldgs/Dstrctwd	7,500.00
310237	1	ABSOLUTE COMMUNICATION INC	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310238	1	AAA ELECTRIC MOTOR SALES	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
310239	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/ANHS	584.00
310240	1	CINTAS	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
310241	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,575.00
310242	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	4,275.00
310243	1	ORANGE COUNTY PUMP CO	Rntl:Oth/RR:Bldgs/Dstrctwd	2,850.00
310244	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/ANHS	3,653.57
310245	1	MR CLEAN MAINTENANCE SYSTEMS	Rntl:Oth/Custodil/Dstrctwd	48,655.50
310246	1	TANDUS FLOORING INC.	SplsNonI/Enterprs/FNMS	2,885.50

234 Purchase Orders \$62,498,949.36

Board of Trustees Warrant Listing *====== Fiscal Year: 2010-11 =======* Board of Trustees Meeting....07/11/11

Warrant		Reference	
Number	Name of Payee	Number	Amount
164210	US BANK CORP PAYMENT SYSTEM	_	
101210		PV-015125	3,479.02
			1,272.46
		PV-015194	10.27
			1,610.87
164211	US BANK CORP PAYMENT SYSTEM		
	US BANK CORP PAYMENT SYSTEM		
	CAPISTRANO UNIFIED SCHOOL DIST		7.78-
		CM-010131	9.08-
		PO-300172	73,417.20
164214	CONNECTICUT GEN LIFE INS CO	PO-300173	14,231.09
164215	CONNECTICUT GENERAL LIFE	PO-300170	34,132.42
164216	SAN DIEGO GAS & ELECTRIC	PO-300464	106,474.87
			8,615.23
164218	SO COAST WATER DIST	PO-300462	4,155.82
164219	ORANGE COUNTY REGISTER	PO-305989	208.00
164220	APPLIED HUMAN FACTORS INC	PO-305981	491.50
164221			136.99
164222	ASPEN PUBLISHERS INC	PO-306111	85.52
164223	B & H PHOTOGRAPHY	PO-305752	298.95
164224	BIOMETRICS4ALL INC	PO-304572	79.50
164225	BORDERS GROUP INC.	PO-302222	245.60
164226	CAPISTRANO GOLF CARS	PO-305083	752.42
		PO-305039	26.29
		PO-305526	215.31
		PO-300320	
	CMS COMMUNICATIONS INC		
164231	CREATIVE CONTRACTORS CORP		
			650.00
		PO-305315	
			6,733.36
			2,413.68
	DAVE BANG ASSOCIATES INC		
			96.07
164235	DICK BLICK WEST	PO-305460	211.39
164236	DIGITAL NETWORKS GROUP DISCOUNT OFFICE SERVICES	PO-305240	3,504.50
164237	DISCOUNT OFFICE SERVICES	PO-301662	15.63-
		PO-303773 PO-305003	152.09
164238	DUNN-EDWARDS CORP	PO-305082	233.95 1,487.33
104230	DUNIN-EDWARDS CORP	PO-305346	3,832.01
164239	EAGLE COMMUNICATIONS	PO-305546 PO-305541	472.60
164240	EPOLY STAR, INC.	PO-305341 PO-306025	5,066.88
164241	ETA/ CUISENAIRE	PO-305627	69.74
164242	GLASS SPECTRUM	PO-303827 PO-300749	140.10
101212		10 300/43	110.10

ATTACHMENT 2 (1 of 18)

2

WARRANT LISTING

Board of Trustees Warrant Listing

======= Fiscal Year: 2010-11 ========

Board of Trustees Meeting....07/11/11

Warrant		Reference	
Number	Name of Payee	Number	Amount
164243	GOPHER ATHLETIC/SPORTS	PO-305112	1,197.20
	GOV CONNECTION INC		
	GREAT MUSIC PRODUCTS		
	HANDWRITING W/O TEARS		
		PO-305871	27.16
164247	HIRSCH PIPE & SUPPLY	PO-304038	
		PO-304052	531.77
		PO-303926	191.25
164249	INTERSTATE BATTERIES	PO-300975	373.63
164250	JOHN DEERE LANDSCAPES	PO-300451	25.45
		PO-304037	
164251			3,504.76
164252			
164253			2,967.04
164254			
164255	LAWNMOWERS ETC	PO-303925	9,230.92
		PO-305184	
164257	LIFETIME MEMORY PRODUCTS INC	PO-306057	71.23
164258	LOS ANGELES FREIGHTLINER	PO-301057	1,728.92
		PO-302857	
164259	LOS ANGELES TIMES	PO-301902	7.20
164260	CRARY, BRENDA	PO-301936	2,678.40
		PO-303771	
164261	ELIZABETH JIMENEZ DBA GEMAS	PO-304645	7,828.00
164262			3,742.20
164263			134,520.00
164264	KRANTZ, TRICIA ELIZABETH	PO-301922	1,674.00
164265		PO-306080	
164266	PARADIGM HEALTH CARE SERVICES	PO-301312	6,689.51
164267	•	PO-303716	
164268	SADDLEBACK VLY SCH DIST	PO-304030	41,000.00
164269	CRARY, BRENDA	PO-301936	201.60
			877.80
164271	KRANTZ, TRICIA ELIZABETH	PO-301922	126.00
164272	LYNDA K DURAND	PO-300510	200.00
164273	CERTIFIED TRANSPORTATION	PV-015200	4,237.00
164274	CITY OF SANTA ANA	PO-305956	126.00
164275	OCEAN INSTITUTE	PO-303320	1,060.00
164276	ORANGE CTY DEPT EDUC	PO-305100	525.75
164277	SADDLEBACK VLY SCH DIST	PO-303374	1,551.00
		PO-304993	1,275.00
164278	SCIENCE ON THE GO INC	PO-304653	700.00
164279	SOUTHERN CALIFORNIA GRAY LINE	PV-015204	22,495.57
164280	TRANSPORTATION CHARTER SERVICE	PV-015205	1,600.00

ATTACHMENT 2 (2 of 18)

Board of Trustees Warrant Listing *====== Fiscal Year: 2010-11 =======* Board of Trustees Meeting....07/11/11

Number	Warrant		Reference	
164281 APPLE COMPUTER INC	Number			
164282 BREAKTHROUGH COACH	164281			
164283 ERICKSON, DANA 164284 ALPINE ACADEMY 164285 CATHEDRAR HOME FOR CHILDREN 164286 CINNAMON HILLS SCHOOL 164287 FAMILY LIFE CENTER BODEGA 164288 GARY GREENE 164288 GARY GREENE 164289 HERITAGE CENTER 164290 RED ROCK CANYON SCHOOL 164291 YELLOWSTONE BOYS & GIRLS RANCH 164292 ODES, TANIA 164295 OTICON 164296 PEPPER-LOS ANGELES, J W PO-305540 164296 PEPPER-LOS ANGELES, J W PO-305540 164297 POCKET FULL OF THERAPY PO-305540 164298 RAYMOND GEDDES & COMPANY 164299 PEPPER-LOS ANGELES, J W PO-305540 164296 PEPPER-LOS ANGELES, J W PO-305540 164297 POCKET FULL OF THERAPY PO-304826 195.58 164298 RAYMOND GEDDES & COMPANY PO-304826 195.58 164299 SMART & FINAL PO-300693 357.81 164290 SMART & FINAL PO-300855 88.40 164291 PO-303397 181.05 164290 PO-303397 181.05 164291 PO-303397 181.05 164300 SMART & FINAL PO-304886 90.57 164290 PO-303397 181.05 164301 SPICERS PAPER CO PO-305384 907.00 164301 TEARNY SHOPPE PO-305666 32.793.74 164301 TEARNY SHOPPE PO-303586 238.51 164304 UNITED RENTALS PO-300693 25.23 164305 WALTERS WIGUESALE ELECTRIC CO. PO-303131 1.075.86 164306 WESTERN GRAPHIX PO-300662 4.250.00 164301 PO-301ATE FINAL PO-300693 1.05.86 164303 SPORTS FACILITIES GROUP INC PO-303592 25.53 164304 CONSOLIDATED ELECT DISTR PO-300319 12.11 164308 PO-303352 235.58 164309 PO-3016125 1.243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5.789.26			PV-015202	9,965.34
164284 ALPINE ACADEMY PO-305656 29,316.60 164285 CATHEDRAL HOME FOR CHILDREN PO-305653 13,330.00 164287 FAMILY LIFE CENTER BODEGA PO-305663 23,751.00 164288 GARY GREENE PO-304465 1,500.00 164289 HERITAGE CENTER PO-306692 375.00 164289 HERITAGE CENTER PO-305658 11,230.00 164290 RED ROCK CANYON SCHOOL PO-305660 6,820.00 164291 YELLOWSTONE BOYS & GIRLS RANCH PO-305654 33,600.00 164292 ODES, TANIA PV-015206 43.49 164293 OCDEN, SUE PV-015207 29,00 164295 OTICON PO-305580 162.25 164296 PEPPER-LOS ANGELES, J W PO-305580 162.25 164297 POCKET FULL OF THERAPY PO-304860 34.95 164299 SMART & FINAL PO-300853 357.81 PO-300855 88.40 PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-303856 90.57 PO-303484 404.60 PO-304882 97.30 PO-304885 113.72 164300 SMART & FINAL PO-305886 22.11 PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32.793.74 164304 UNITED RENTALS PO-30586 238.51 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303311 1,075.86 164306 WESTERN GRAPHIX PO-304622 4,250.00 164307 SMART & FINAL PO-30062 4,250.00 164308 SPORTS FACILITIES GROUP INC PO-303312 1,075.86 164308 SPORTS FACILITIES GROUP INC PO-303352 235.58 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,788.26	164282	BREAKTHROUGH COACH	PO-303570	525.00
164285 CATHEDRAL HOME FOR CHILDREN PO-305663 11,330.00 164286 CINNAMON HILLS SCHOOL PO-305662 35,896.00 164288 FAMILY LIFE CENTER BODEGA PO-305662 23,751.00 164288 GARY GREENE PO-304465 1,500.00 PO-306092 375.00 164289 HERITAGE CENTER PODEGA PO-305658 11,230.00 164290 RED ROCK CANYON SCHOOL PO-305666 6,820.00 164291 YELLOWSTONE BOYS & GIRLS RANCH PV-015206 43.49 164292 OGDES, TANIA PV-015207 29.00 164294 SANTIBANEZ, DULE PV-015207 29.00 164295 OTICON PO-305580 162.25 164296 PEPPER-LOS ANGELES, J W PO-305580 162.25 164297 POCKET FULL OF THERAPY PO-304826 195.58 164298 RAYMOND GEDDES & COMPANY PO-304826 195.58 164299 SMART & FINAL PO-300855 88.40 PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-304885 90.57 PO-304886 34.95 PO-304885 97.30 PO-304852 97.30 PO-304854 404.60 PO-304985 113.72 164300 SMART & FINAL PO-305866 32.793.74 164301 SPICERS PAPER CO PO-305884 907.00 164302 TEACHING STRATEGIES INC PO-305866 32.793.74 164303 THERAPY SHOPPE PO-305866 32.793.74 164304 UNITED RENTALS PO-300625 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-300819 12.11 PO-303352 255.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164283	ERICKSON, DANA	PV-015203	23.23
164286 CINNAMON HILLS SCHOOL PO-305662 35,896.00 164287 FAMILY LIFE CENTER BODEGA PO-305663 23,751.00 164288 GARY GREENE PO-304665 1,500.00 164289 HERITAGE CENTER PO-305658 11,230.00 164290 RED ROCK CANYON SCHOOL PO-305666 6,820.00 164291 YELLOWSTONE BOYS & GIRLS RANCH PO-305654 33,600.00 164292 ODES, TANIA PV-015206 43.49 164293 OGDEN, SUE PV-015206 43.49 164294 SANTIBANEZ, DULE PV-015208 61.00 164295 OTICON PO-305580 162.25 164296 PEPPER-LOS ANGELES, J W PO-305545 858.92 164297 POCKET FULL OF THERAPY PO-304680 34.95 164298 RAYMOND GEDDES & COMPANY PO-304680 34.95 164299 SMART & FINAL PO-300693 357.81 PO-300855 88.40 PO-301942 479.31 PO-303397 181.05 PO-303397 181.05 PO-304852 97.30 PO-304865 90.57 PO-304865 90.57 PO-304865 90.57 PO-304865 90.57 PO-304865 90.57 PO-304865 90.57 PO-304865 29.00 164300 SMART & FINAL PO-305860 22.01 PO-305860 22.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-30586 32.793.74 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTEES WHOLESALE ELECTRIC CO PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-301402 349.00 164307 SMART & FINAL PO-301612 4,250.00 164308 SPORTS FACILITIES GROUP INC PO-30512 4,60.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164284	ALPINE ACADEMY	PO-305656	29,316.60
164287 FAMILY LIFE CENTER BODEGA PO-305663 23,751.00 164288 GARY GREENE PO-304465 1,500.00 164289 HERITAGE CENTER PO-305658 11,230.00 164290 RED ROCK CANYON SCHOOL PO-305660 6,820.00 164291 YELLOWSTONE BOYS & GIRLS RANCH PO-305661 433,600.00 164292 ODES, TANIA PV-015206 43.49 164293 OGDEN, SUE PV-015207 29.00 164294 SANTIBANEZ, DULE PV-015208 61.00 164295 OTICON PO-305580 162.25 164296 PEPPER-LOS ANGELES, J W PO-305545 858.92 164297 POCKET FULL OF THERAPY PO-304826 195.58 164299 RAYMOND GEDDES & COMPANY PO-30693 357.81 PO-300855 88.40 PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-303397 181.05 PO-303397 181.05 PO-304862 97.30 PO-304862 97.30 PO-304862 97.30 PO-304863 29.00 164300 SMART & FINAL PO-300788 262.11 PO-300788 262.11 PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164303 THERAPY SHOPPE PO-305866 32.793.74 164304 UNITED ERITALS PO-30668 238.51 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-302602 25.23 164308 SPORTS FACILITIES GROUP INC PO-30512 5,789.26	164285			
164288 GARY GREENE PO-304465 1,500.00 164289 HERITAGE CENTER PO-305652 11,230.00 164290 RED ROCK CANYON SCHOOL PO-305660 6,820.00 164291 YELLOWSTONE BOYS & GIRLS RANCH PO-305654 33,600.00 164292 ODES, TANIA PV-015206 43.49 164293 OGDEN, SUE PV-015207 29.00 164294 SANTIBANEZ, DULE PV-015208 61.00 164295 OTICON PO-30580 162.25 164296 PEPPER-LOS ANGELES, J W PO-305580 162.25 164297 POCKET FULL OF THERAPY PO-304826 195.58 164298 RAYMOND GEDDES & COMPANY PO-304680 34.95 164299 SMART & FINAL PO-300693 357.81 PO-300855 88.40 PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-303997 181.05 PO-304884 404.60 PO-304885 97.30 PO-304885 113.72 164300 SMART & FINAL PO-300788 262.11 PO-304895 113.72 164301 SPICERS PAPER CO PO-305866 32,793.74 164303 THERAPY SHOPPE PO-303586 90.00 164304 UNITED RENTALS PO-30568 28.51 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-301842 601.86 164307 SMART & FINAL PO-300788 28.51 164308 SPORTS FACILITIES GROUP INC PO-303502 4,250.00 164308 SPORTS FACILITIES GROUP INC PO-30352 235.58 PO-304912 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-3036125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164286	CINNAMON HILLS SCHOOL	PO-305662	35,896.00
164289 HERITAGE CENTER	164287	FAMILY LIFE CENTER BODEGA	PO-305663	23,751.00
164289 HERITAGE CENTER PO-305658 11,230.00 164290 RED ROCK CANYON SCHOOL PO-305660 6,820.00 164291 YELLOWSTONE BOYS & GIRLS RANCH PO-305654 33,600.00 164292 ODES, TANIA PV-015206 43.49 164293 OGDEN, SUE PV-015207 29.00 164294 SANTIBANEZ, DULE PV-015208 61.00 164295 OTICON PO-305580 162.25 164296 PEPPER-LOS ANGELES, J W PO-305545 858.92 164297 POCKET FULL OF THERAPY PO-304826 195.58 164298 RAYMOND GEDDES & COMPANY PO-304680 34.95 164299 SMART & FINAL PO-300693 357.81 PO-300855 88.40 PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-304884 404.60 PO-304885 97.30 PO-304885 97.30 PO-304885 113.72 164300 SMART & FINAL PO-300788 262.11 PO-304885 113.72 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-303668 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-301311 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-302402 349.00 164308 SPORTS FACILITIES GROUP INC PO-305311 1,075.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164301 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164288	GARY GREENE	PO-304465	1,500.00
164290 RED ROCK CANYON SCHOOL 164291 YELLOWSTONE BOYS & GIRLS RANCH 164292 ODES, TANIA 164293 OGDEN, SUE 164294 SANTIBANEZ, DULE 164295 OTICON 164296 PEPPER-LOS ANGELES, J W 164297 PO-305554 164298 RAYMOND GEDDES & COMPANY 164299 SMART & FINAL 164299 PO-300693 164290 PO-300693 164290 PO-300693 164290 PO-300693 164290 PO-300693 164290 PO-300693 164290 PO-300693 164300 PO-300693			PO-306092	375.00
164291 YELLOWSTONE BOYS & GIRLS RANCH PO-305654 33,600.00 164292 ODES, TANIA PV-015206 43.49 164293 OGDEN, SUE PV-015207 29.00 164294 SANTIBANEZ, DULE PV-015208 61.00 164295 OTICON PO-305580 162.25 164296 PEPPER-LOS ANGELES, J W PO-305545 858.92 164297 POCKET FULL OF THERAPY PO-304806 195.58 164298 RAYMOND GEDDES & COMPANY PO-304800 34.95 164299 SMART & FINAL PO-300693 357.81 PO-300855 88.40 PO-301942 479.31 PO-301942 479.31 PO-303397 181.05 PO-303397 181.05 PO-303397 181.05 PO-304852 97.30 PO-304864 404.60 PO-304852 97.30 PO-304985 113.72 164300 SMART & FINAL PO-300788 262.11 PO-300788 262.11 PO-300788 262.11 PO-300788 262.11 PO-305600 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32.793.74 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-302402 349.00 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164289			
164292 ODES, TANIA	164290	RED ROCK CANYON SCHOOL	PO-305660	6,820.00
164293 OGDEN, SUE PV-015207 29.00 164294 SANTIBANEZ, DULE PV-015208 61.00 164295 OTICON PO-305580 162.25 164296 PEPPER-LOS ANGELES, J W PO-305545 858.92 164297 PCCKET FULL OF THERAPY PO-304826 195.58 164298 RAYMOND GEDDES & COMPANY PO-304680 34.95 164299 SMART & FINAL PO-300693 357.81 PO-300855 88.40 PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-303856 90.57 PO-303856 90.57 PO-304484 404.60 PO-304852 97.30 PO-304985 113.72 164300 SMART & FINAL PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-305866 32,793.74 164304 UNITED RENTALS PO-300586 28.51 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300312 5,789.26	164291	YELLOWSTONE BOYS & GIRLS RANCH	PO-305654	33,600.00
164294 SANTIBANEZ, DULE PV-015208 61.00 164295 OTICON PO-305580 162.25 164296 PEPPER-LOS ANGELES, J W PO-305545 858.92 164297 POCKET FULL OF THERAPY PO-304826 195.58 164298 RAYMOND GEDDES & COMPANY PO-304680 34.95 164299 SMART & FINAL PO-300693 357.81 PO-300855 88.40 PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-303397 181.05 PO-3034856 90.57 PO-304852 97.30 PO-304852 97.30 PO-304852 97.30 PO-304852 97.30 PO-304852 113.72 164300 SMART & FINAL PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305860 32,793.74 164303 THERAPY SHOPPE PO-305866 32,793.74 164304 UNITED RENTALS PO-30666 32,793.74 164305 WALTERS WHOLESALE ELECTRIC CO. PO-30511 1,075.86 164306 WESTERN GRAPHIX PO-301842 601.86 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-301842 601.86 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164292	ODES, TANIA	PV-015206	43.49
164295 OTICON PO-305580 162.25 164296 PEPPER-LOS ANGELES, J W PO-305545 858.92 164297 POCKET FULL OF THERAPY PO-304826 195.58 164298 RAYMOND GEDDES & COMPANY PO-304680 34.95 164299 SMART & FINAL PO-300693 357.81 PO-300855 88.40 PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-303856 90.57 PO-303856 90.57 PO-303856 90.57 PO-304864 404.60 PO-304862 97.30 PO-304985 113.72 164300 SMART & FINAL PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305866 32,793.74 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300522 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-303562 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164293	OGDEN, SUE	PV-015207	29.00
164296 PEPPER-LOS ANGELES, J W PO-305545 858.92 164297 POCKET FULL OF THERAPY PO-304826 195.58 164298 RAYMOND GEDDES & COMPANY PO-304680 34.95 164299 SMART & FINAL PO-300693 357.81 PO-300855 88.40 PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-303856 90.57 PO-304862 97.30 PO-304862 97.30 PO-3048652 97.30 PO-3048652 97.30 PO-3048652 97.30 PO-304985 113.72 164300 SMART & FINAL PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-305666 32,793.74 164304 UNITED RENTALS PO-30658 238.51 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-30512 5,789.26	164294	SANTIBANEZ, DULE	PV-015208	61.00
164297 POCKET FULL OF THERAPY PO-304826 195.58 164298 RAYMOND GEDDES & COMPANY PO-304680 34.95 164299 SMART & FINAL PO-300855 88.40 PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-303856 90.57 PO-304862 97.30 PO-304862 97.30 PO-304865 113.72 164300 SMART & FINAL PO-30088 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-305686 32,793.74 164304 UNITED RENTALS PO-300588 265.21 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-30512 34.50 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164295	OTICON	PO-305580	162.25
164298 RAYMOND GEDDES & COMPANY PO-304680 34.95 164299 SMART & FINAL PO-300693 357.81 PO-300855 88.40 PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-303856 90.57 PO-303486 90.57 PO-304484 404.60 PO-304852 97.30 PO-304985 113.72 164300 SMART & FINAL PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-303658 238.51 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164296	PEPPER-LOS ANGELES, J W	PO-305545	858.92
164299 SMART & FINAL	164297	POCKET FULL OF THERAPY	PO-304826	195.58
PO-300855 88.40 PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-303856 90.57 PO-304844 404.60 PO-304852 97.30 PO-304985 113.72 PO-304985 113.72 PO-304985 113.72 PO-304985 113.72 PO-303580 29.00 PO-303580 29.00 PO-303580 29.00 PO-303580 29.00 PO-303580 29.00 PO-303580 29.00 PO-305866 32,793.74 PO-3	164298	RAYMOND GEDDES & COMPANY	PO-304680	34.95
PO-301942 479.31 PO-302702 1,420.02 PO-303397 181.05 PO-303856 90.57 PO-304484 404.60 PO-304852 97.30 PO-304985 113.72 PO-304985 113.72 PO-304985 1262.11 PO-300788 262.11 PO-303580 29.00 PO-303580 29.00 PO-305866 32,793.74 PO-305866 32,793.74 PO-306404 UNITED RENTALS PO-306866 32,793.74 PO-303658 238.51 PO-30658 238.51 PO-30658 238.51 PO-306186 PO-305312 PO-305866 PO-306125 PO-305866 PO-305866 PO-306125 PO-305866 PO-305812 PO-305812	164299	SMART & FINAL	PO-300693	357.81
PO-302702 1,420.02 PO-303397 181.05 PO-3033856 90.57 PO-304484 404.60 PO-304852 97.30 PO-304985 113.72 PO-304985 113.72 PO-304985 29.00 PO-303580 29.00 PO-303580 29.00 PO-30584 907.00 PO-30586 32,793.74 PO-30686 32,793.74			PO-300855	88.40
PO-303397 181.05 PO-303856 90.57 PO-304484 404.60 PO-304852 97.30 PO-304985 113.72 164300 SMART & FINAL PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26			PO-301942	479.31
PO-303856 90.57 PO-304484 404.60 PO-304852 97.30 PO-304985 113.72 164300 SMART & FINAL PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26			PO-302702	1,420.02
PO-304484 404.60 PO-304852 97.30 PO-304985 113.72 164300 SMART & FINAL PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26			PO-303397	181.05
PO-304852 97.30 PO-304985 113.72 164300 SMART & FINAL PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26				
PO-304985 113.72 164300 SMART & FINAL PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26			PO-304484	404.60
164300 SMART & FINAL PO-300788 262.11 PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26			PO-304852	97.30
PO-303580 29.00 164301 SPICERS PAPER CO PO-305384 907.00 164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26			PO-304985	113.72
164301 SPICERS PAPER CO 164302 TEACHING STRATEGIES INC 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164300	SMART & FINAL	PO-300788	
164302 TEACHING STRATEGIES INC PO-305866 32,793.74 164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26			PO-303580	29.00
164303 THERAPY SHOPPE PO-303658 238.51 164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26			PO-305384	
164304 UNITED RENTALS PO-300252 25.23 164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164302	TEACHING STRATEGIES INC	PO-305866	
164305 WALTERS WHOLESALE ELECTRIC CO. PO-303131 1,075.86 164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26				
164306 WESTERN GRAPHIX PO-302402 349.00 164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164304	UNITED RENTALS	PO-300252	25.23
164307 SMART & FINAL PO-301842 601.86 164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164305		PO-303131	1,075.86
164308 SPORTS FACILITIES GROUP INC PO-305062 4,250.00 164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164306		PO-302402	349.00
164309 LOS ANGELES FREIGHTLINER PV-015209 14,640.19 164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164307		PO-301842	601.86
164310 CONSOLIDATED ELECT DISTR PO-300319 12.11 PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164308	SPORTS FACILITIES GROUP INC	PO-305062	4,250.00
PO-303352 235.58 PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164309	LOS ANGELES FREIGHTLINER	PV-015209	14,640.19
PO-306125 1,243.73 164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26	164310	CONSOLIDATED ELECT DISTR	PO-300319	12.11
164311 PACIFIC PLUMBING COMPANY OF PO-305312 5,789.26				235.58
·			PO-306125	
PO-305399 510.99	164311	PACIFIC PLUMBING COMPANY OF		5,789.26
			PO-305399	510.99

ATTACHMENT 2 (3 of 18)

Board of Trustees Warrant Listing

====== Fiscal Year: 2010-11 ========

Board of Trustees Meeting....07/11/11

		Deference	
Warrant		Reference	
Number	Name of Payee	Number	Amount
	SPRINT/NEXTEL COMMUNICATIONS		3,871.47
164313	US BANK CORP PAYMENT SYSTEM	-	
			6,689.92
164314	US BANK CORP PAYMENT SYSTEM		
164315	US BANK CORP PAYMENT SYSTEM	PV-015199	91.14
164316	MTGL	PO-301454	
164317	COX COMMUNICATIONS	PO-305497	3,638.70
164318	MAYER-JOHNSON CO	PO-305915	85.00
164319	MCGRAW-HILL COMPANIES	PO-305456	259.44
164320		PO-304886	129.65
164321	MERCURY DISPOSAL SYSTEM INC.	PO-301050	265.51
	MNJ TECHNOLOGIES DIRECT INC	PO-305731	
		PO-305732	538.48
		PO-305734	
			1,076.95
		PO-305804	
		PO-305806	
1.643.03	MODEL ME KIDS	PO-305511	
	MONTGOMERY HARDWARE COMPANY		
164324	MONIGOMERY HARDWARE COMPANY	PO-304790	
			5,960.25
164325			
164326	NETWORK HARDWARE RESALE		
		PO-304539	
164328	PAC TYPEWRITER & COMM	PO-304619	430.00
	PACIFIC GO NATURAL GAS		
164330		PO-303644	
		PO-305366	
			2,043.11
164332	RINCON TRUCK PARTS	PO-303688	655.71
		PO-305361	
164333	SAF-COM SUPPLY	PO-300283	2,316.49
164334	SAFETY KLEEN CORP	PO-302654	368.51
		PO-304788	67.55
164335	SELECT EQUIPMENT SALES INC	PO-303021	1,576.50
164336	SHAR PRODUCTS COMPANY	PO-304062	651.79
164337	SMARDAN SUPPLY COMPANY	PO-306126	3,092.57
164338	SOUTH COAST FAMILY MEDI CENTER	PO-300003	245.00
164339	SPICERS PAPER CO	PO-306121	3,364.99
164340	SPORTS FACILITIES GROUP INC	PO-305531	385.75
164341	THYSSENKRUPP ELEVATOR CORP	PO-302232	2,240.00
T0434T	INIDDEMICOLI DDEVATOR CORE	PO-305262	350.00
164242	WATERLINES TECHNOLOGIES INC	PO-306138	7,931.31
164342			175.00
164343	WESTERN GRAPHIX	PO-302402	
164344	WESTERN PSYCH SERVICES	PO-304139	258.39

ATTACHMENT 2 (4 of 18)

Warrant		Reference	
Number	Name of Payee	Number	Amount
164345	MCMAHAN DESK INC	PO-304914	336.17
		PO-304915	894.32
164346	CITY OF SAN CLEMENTE	PO-300466	15,465.34
164347	SAN DIEGO GAS & ELECTRIC	PO-300464	117,782.01
164348	SO CAL GAS CO	PO-300274	673.52
164349	SOUTHERN CALIFORNIA EDISON	PO-301282	21,076.53
164350	PLANNING CENTER, THE	PO-301115	745.00
	ADAMSON, CORAL	PV-015215	115.26
164352	AVILA, THERESE	PV-015216	88.23
164353	BIRKINSHAW, SANDY	PV-015217	236.13
164354	BOWDEN, JOANNA	PV-015219	51.51
164355	BRANNON, DESIREE	PV-015218	145.86
164356	BRISTOW-SHANDRO, DREW	PV-015220	160.65
164357	BROOKMAN, JOSEPH	PV-015221	381.99
164358	BUSH, VIRGINIA	PV-015222	104.04
		PV-015223	
164360	CLIFT, LYNNETTE I	PV-015224	90.27
		PV-015225	121.89
		PV-015226	116.28
164363	CUNNINGHAM, CHADWICK	PV-015227	189.21
164364	DARAKJIAN, CAROLE	PV-015228	117.30
164365	ENRIQUEZ, MICHELLE L	PV-015229	229.50
164366	FATEHI, BRENDA	PV-015230	36.72
164367	FETTIS, ANNETTE	PV-015231	53.04
164368	FLYNN, MARGARET	PV-015232	92.31
164369	FREDRIKSZ, LAURA	PV-015233	248.88
164370	GARRISON, SANDRA L.	PV-015234	41.31
164371	GILL, ARVINDER	PV-015236	131.58
164372	GONG, PHOEBE	PV-015237	267.75
164373	GRAY, LISA HANAFORD, LAURA	PV-015238	127.50
164374	HANAFORD, LAURA	PV-015240	7.14
164375	HARVEY, LAUREN	PV-015241	103.53
164376	HATLER, JAIME	PV-015239	339.15
164377	HERVEY, ROBIN	PV-015242	179.52
164378	HEUSER, RACHEL	PV-015243	369.75
164379	HIRCHAG, REBECCA S	PV-015256	59.16
164380	HOGBIN, RICH	PV-015244	84.15
164381	JACKSON, JENNIFER	PV-015245	115.26
164382	JIMENEZ, DENISE	PV-015246	109.14
164383	MANNAERT, BREE	PV-015247	226.44
164384	MARCUS, BRUCE	PV-015248	123.93
164385	MCKEE, DANISE	PV-015249	236.64
164386	NAPORA, NOELLE	PV-015250	73.44
164387	PARKER, LAURA	PV-015251	62.22
164388	PETERSON, DEBRA	PV-015252	111.69

Warrant		Reference	
Number	Name of Payee	Number	Amount
164389	PONCE, DAVE	PV-015253	83.64
164390	RASHIDI, AKRAM RILEY, JOLENE RODRIGUEZ, LAURA	PV-015254	113.73
164391	RILEY, JOLENE	PV-015255	187.68
164392		PV-015257	143.82
164393	SAUER, ASHLEIGH	PV-015258	147.39
164394	·	PV-015259	118.32
164395	TABARI, LISA SEYEDI	PV-015260	120.87
164396	THORNBURG, QUIN	PV-015261	105.06
164397	VERDUGO, ANNIE	PV-015262	67.32
164398	WALTERS, ELAINE	PV-015263	68.85
164399	WENTZEL, KORY	PV-015264	131.58
164400	WESTON, KELLY	PV-015265	150.96
164401	WHITE, BRANDI	PV-015266	65.79
164402	WENTZEL, KORY WESTON, KELLY WHITE, BRANDI WRIGHT, RACHEL	PV-015267	36.72
164403	GAST, LUCIBEL	PV-015235	44.88
164404	AARDVARK CLAY	PO-304683	2,638.12
164405	ACCURATE AIR ENGINEERING INC	PO-300700	838.24
164406			1,883.74
164407	ALL PRO SOUND	PO-305823	1,913.08
164408	ARAMARK	PO-300961	893.66
	ASSOCIATION OF CALIFORNIA		
164410	ATG - DESIGNING MOBILITY INC	PO-305897	94.12
164411	B & H PHOTOGRAPHY	PO-305980	499.80
164412	BRINKS INC.	PO-302632	144.06
164413	CAL-STATE AUTO PARTS INC	PO-300965	1,203.00
164414	CMI EDUCATION	PO-305330	192.42
		PO-305874	
164416	CREATIVE FORMS DESIGN INC	PO-304982	6,661.43
	DICK BLICK WEST	PO-304682	
164418	DIGITAL RIVER EDUCATION SVCS.	PO-305177	71.73
	FACTORY MOTOR PARTS		489.94
	FOLLETT LIBRARY RESOURCES		
164421	FREEWAY AUTO SUPPLY & MACHINE	PO-305362	39.68
164422	GANAHL LUMBER	PO-304943	165.17
164423	GLEN PRODUCTS	PO-303061	646.35
164424	IRON MOUNTAIN	PO-302364	266.32
164425	JOHNSTONE SUPPLY	PO-304910	3,395.13
164426	LAKESHORE LEARNING MATERIALS	PO-304941	276.23
164427	LAKESHORE	PO-305999	947.34
164428	ALPHA VISTA SERVICES INC	PO-301925	11,680.00
164429	BLIND CHILDRENS LRNG CTR	PO-305213	1,665.00
164430	CATHEDRAL HOME FOR CHILDREN	PO-303346	3,192.00
		PO-304871	3,192.00
164431	CHILEDA	PO-301128	2,647.20

Warrant		Reference	
Number	Name of Payee	Number	Amount
164432	DEVEREUX CLEO WALLACE	PO-305652	
164422	TRUCKETOWN PAGED GERMAGE	PO-305836	2,869.58
164433	EDUCATIONAL BASED SERVICES	PO-301944	2,800.00
164434		PO-302438	2,240.00
164435	HARRIS, SUE & ALEX	PO-304636	1,276.73
164436	HEAR NOW ABRAMSON AUDIOLOGY	PO-301926	4,526.27
164437	JEWELL, LAW OFFICE OF MICHAEL	PO-306053	2,000.00
164438	LANGUAGE NETWORK	PO-300495	285.00
164439	LEISURE CARE NURSES REGISTRY	PO-301345	6,764.00
164440	MAXIM HEALTHCARE SERVICES	PO-301346	4,232.00
164441	MCCLURE, MICHAEL AND HEATHER	PO-302772	2,400.00
164442	ORANGE CTY TESTING SERV	PO-300889	100.00
164443	PROGRESSUS THERAPY INC	PO-301927	11,760.00
		PO-301928	8,960.00
		PO-301929	11,200.00
164444	PYRAMID AUTISM CENTER	PO-300827	4,500.00
164445	RAINBOW CONNECTION	PO-300861	412.00
164446	RAINS, SANDY AND MAYNARD	PO-305579	711.48
164447	RED ROCK CANYON SCHOOL	PO-300833	2,625.00
164448	THERAPEUTIC EDUCATION CENTER	PO-301630	5,940.00
		PO-301631	4,050.00
164449	YELLOWSTONE BOYS & GIRLS RANCH	PO-304635	2,089.50
		PO-305132	2,089.50
		PO-305654	13,020.00
164450	CREATIVE GYMNASTICS	PO-302894	1,500.00
164451	DEMPSEY, MITCHELL	PO-302853	1,600.00
164452	KRANTZ, TRICIA ELIZABETH	PO-301922	2,120.40
164453	YMCA OF ORANGE COUNTY	PO-302905	52,135.23
164454	KRANTZ, TRICIA ELIZABETH	PO-301922	159.60
164455	STROUD, KEITH R	PO-301909	903.00
164456	CERTIFIED TRANSPORTATION	PV-015270	768.00
164457	ENTERPRISE FLEET SERVICES	PO-300968	1,072.22
164458	OCEAN INSTITUTE	PO-303320	1,060.00
164459	SOUTHERN CALIFORNIA GRAY LINE	PV-015271	10,878.57
164460	BARRETT, JANET S	PV-015273	56.10
164461	BLINN, JAMES F	PV-015274	500.00
164462	ELLIOTT, CHRISTIE	PV-015272	53.71
164463	FARRAND, MONA	PV-015276	54.38
164464	FLUENT, TERRY	PV-015277	42.54
164465	HANRATTY-RAJA, JENNIPHER	PV-015284	39.08
164466	HERNANDEZ, MARLO	PV-015278	55.40
164467	HIGHTOWER, SHERLIN	PV-015279	532.13
164468	LEINDECKER, NANCY	PV-015280	25.90
164469	PALMER, EVA	PV-015281	285.00
164470	PIPER, VANESSA	PV-015287	11.22
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Warrant		Reference	
		Number	
164471	SCOTT, KAREN	PV-015286	
	STRICKLAND, GERRY		
	ALISO VIEJO COMMUNITY ASSN		
			1,995.24
	CITY OF SAN JUAN CAPISTRANO		
164476	DAVID TAUSSIG ASSOC INC		
164477			3,800.89
164478			
	SANTA MARGARITA WATER		
			5,858.30
164481	SO COAST WATER DIST		
164482	ABDO-SPOTLIGHT-MAGIC WAGON	PO-305566	425.00
		PO-305568	425.00
		PO-305888	303.63
164483	ADVANTAGE RADIATOR	PO-300713	190.31
164484	ASSOC BUSINESS PRODUCTS	PO-304719	89.62
			140.58
		PO-306114	491.63
164486	BEE MAN	PO-306122	1,762.00
		PO-306132	1,214.00
		PO-306141	355.00
164487	BETTER BUSINESS RECORDS	PO-306137	32.52
164488	C D T INC.	PO-301908	537.50
164489	CAL-STATE AUTO PARTS INC	PO-300965	15.44
164490	CCS PRESENTATION SYSTEMS INC	PO-305677	424.13
164491	CHEFS TOYS	PO-305478	2,938.05
		PO-305479	1,500.00
164492	CINTAS CORP	PO-301205	134.00
	CINTAS FIRST AID & SAFETY		289.26
164494	CLARK SECURITY PRODUCTS	PO-300322	354.52
			1,364.19
	CLIMATEC BUILDING TECH GROUP	PO-306017	720.00
	COASTAL BLUE	PO-306136	32.03
	COLLINS BUSINESS EQUIPMENT		135.00
164498	CURRICULUM ASSOCIATES, LLC	PO-305882	5,714.72
164499	DANBRU WIRE & CABLE INC	PO-305528	91.30
164500	DAVE BANG ASSOCIATES INC	PO-305299	1,952.75
		PO-305300	1,767.88
		PO-305398	5,365.00
164501	DENAULT'S HARDWARE	PO-300711	24.89
164502	DEPT IND RELATION (ACCOUNTING)	PO-302655	125.00
164503	DEVELOPMENTAL STUDIES CT	PO-305553	1,214.29
		PO-305567	1,214.29
164504	DISCOUNT SCHOOL SUPPLY	PO-306095	934.87
164505	EVERGREEN TRADE	PO-306140	26.10

Board of Trustees Warrant Listing *====== Fiscal Year: 2010-11 =======* Board of Trustees Meeting....07/11/11

Warrant		Reference		
Number	Name of Payee	Number	Amount	
164506	FACTORY MOTOR PARTS	PO-300969	142.55	
164507	FEDERAL EXPRESS CORP	PO-300243	765.10	
		PO-305987	1,492.69	
		PO-306113	4,274.88	
164508	FILM OUT PUT	PO-306134	40.00	
164509	FLEET SERVICE SPECIALIST LLC	PO-302278	913.27	
		PO-303646	4,553.08	
		PO-305363	1,671.98	
164510	ALISO NIGUEL AUTO CARE	PO-305852	13.50	
164511	ARAMARK	PO-300961	443.39	
164512	BOYCE INDUSTRIES	PO-300964	240.00	
164513	CAESAR'S APPLIANCE	PO-305341	65.00	
164514	CAL-STATE AUTO PARTS INC	PO-300965	1,163.59	
164515	CAMCOR INC	PO-305491	6,002.59	
		PO-305546	1,861.12	
164516	CLEAN ENERGY	PO-306078	2,399.84	
164517	CREATIVE FORMS DESIGN INC	PO-305234	1,980.55	
164518	CULVER-NEWLIN INC	PO-305489	6,580.33	
164519	DAVE BANG ASSOCIATES INC	PO-305827	5,577.06	
164520	DICK BLICK WEST	PO-305704	11.48	
		PO-305705	32.49	
164521	DICK'S SPORTING GOODS	PO-305520	2,174.99	
164522	FACTORY MOTOR PARTS	PO-300969	3,632.18	
164523	FREEWAY AUTO SUPPLY & MACHINE	PO-305362	9.26	
164524	GATEKEEPER SYSTEMS INC	PO-306072	1,346.00	
164525	HANDWRITING W/O TEARS	PO-305872	7,422.99	
164526	HUT MUSIC	PO-305544	2,000.00	
164527	HYDRO-SCAPE PRODUCTS INC	PO-300448	260.06	
164528	INTERSTATE BATTERIES	PO-300975	855.00	
164529	IPC USA	PO-301228	27,965.85	
164530		PO-304457	75.00	
164531	JOSTENS	PO-302243	11.32	
		PO-303161	2,988.23	
		PO-303311	40.55	
		PO-304994	2,898.79	
		PO-306118	75.94	
164532		PO-300246	2,007.14	
164533	LAKESHORE	PO-302230	364.29	
		PO-305640	139.64	
164534	LAKESHORE LEARNING MATLS	PO-305321	244.01	
		PO-305820	1,540.01	
		PO-306037	37.57	
164535	LAWNMOWERS ETC	PO-303925	350.20	
164536	LOS ANGELES FREIGHTLINER	PO-301057	605.51	
164537	ANTONIUS, LYNDA	PV-015333	25.50	

ATTACHMENT 2 (9 of 18)

Warrant		Reference	
Number	Name of Payee	Number	Amount
164538	ARTINGER, TRACEY BRAUN, C. ANNE BROWN, SUSAN L. BROWNE, CAROLE BUCKMAN, JENNIFER	PV-015334	47.94
164539	BRAUN, C. ANNE	PV-015336	60.18
164540	BROWN, SUSAN L.	PV-015337	81.60
164541	BROWNE, CAROLE	PV-015338	115.26
164542	BUCKMAN, JENNIFER	PV-015339	90.27
164543	CARDIN, PATTI	PV-015341	176.46
164544	CARTISANO, JENNIFER	PV-015342	957.78
164545	CAUDILL, AMANDA CHACO, MARISSA COPPOLA, LUCI DARLING, MARTY DEWEES, JULIA K	PV-015343	251.94
164546	CHACO, MARISSA	PV-015344	51.51
164547	COPPOLA, LUCI	PV-015367	180.03
164548	DARLING, MARTY	PV-015345	97.92
164549	DEWEES, JULIA K	PV-015308	40.80
164550	DOUGLAS, TERRI A.	PV-015309	220.83
164551	EATON, ANDREA	PV-015310	33.66
	ELKINS, KAREN	PV-015311	144.84
164553	FERGUSON, ERIN	PV-015312	122.91
164554	FITZSIMMONS, KATHLEEN	PV-015313	79.05
164555	FRIEDLANDER, DOROTHY	PV-015314	393.72
164556	GALLEGOS, MOLLY	PV-015315	345.87
164557	GAMACHE, PATRICIA	PV-015346	52.96
	GILL, ARVINDER	PV-015316	116.79
164559	HANRATTY-RAJA, JENNIPHER	PV-015347	12.24
	HAUN, BARBARA	PV-015317	202.98
164561	HERNANDEZ, MARLO	PV-015348	31.11
164562	HILL, DAWN	PV-015318	287.13
164563	HILL, DAWN HOOPER, GWYNETH	PV-015349	14.28
164564	JERZ, SARAH	PV-015319	75.48
		PV-015350	90.78
164565	JONES, PAMELA	PV-015320	223.89
	KAROLYS, ANDREA	PV-015351	293.76
164567	KIMMELL-CAMOIA, JULIE	PV-015321	266.73
		PV-015322	175.95
			163.20
164570	MAGWOOD, DONNA KATHERINE	PV-015352	28.05
164571	MALONE, JULEE	PV-015353	238.17
164572	MANDERBACH, KAREN	PV-015325	117.81
164573	MC CLEMMY, KATHLEEN	PV-015354	23.97
164574	MCCORMICK, LENORE	PV-015326	4.08
164575	MENDEL, LINDA	PV-015327	189.21
164576	PANNING LA BATE	PV-015328	275.91
164577	PAYNE, JULIE	PV-015355	32.13
164578	PINKERTON, DAN	PV-015356	156.06
164579	ROCHE, ANN	PV-015357	213.69
164580	ROSE, LINDA	PV-015358	85.68
164581	SCHOOLER, DEBORAH	PV-015329	227.46

Warrant		Reference	
Number	Name of Payee	Number	Amount
164500	OMTERIA DADAGE	DI 015330	010 16
164582 164583	SMITH, ANNE SOLTIS, PAMELA	PV-015330 PV-015360	212.16 99.45
164584	•	PV-015380 PV-015331	280.50
164585	VARGAS, DAVID	PV-015351 PV-015361	279.99
164586	WALDERS, BRANNON	PV-015361	6.12
164587	WHITESELL, MARY	PV-015363	7.14
164588	WOLFSON, DONNA	PV-015332	193.29
164589	WYNNE, LAUREN	PV-015352 PV-015364	51.00
164590	BEAHM, BROOKE	PV-015384 PV-015335	98.94
	BROWNE, CAROLE	PV-015335	221.85
164591			47.94
164592	LAWING, KORIN	PV-015323	
164593	ROSS, KIRSTEN	PV-015359	49.98
164594	NASCO WEST	PO-300776	980.95
		PO-303577	910.11
		PO-303729	1,082.82
		PO-303943	292.87
		PO-304338	928.84
		PO-304555	176.03
		PO-304611	471.94
		PO-304691	67.14
		PO-305111	700.82
		PO-305162	431.66
		PO-305260	174.52
		PO-305614	105.27
		PO-305782	202.61
		PV-015365	184.18
164595	NATURAL LEARNING CONCEPTS	PO-304362	118.20
164596		PO-304762	1,164.80
164597	OCDE/MEDIA SERVICES	PO-303291	300.00
		PO-305324	40.50
164598	ORANGE COUNTY DEPT OF EDUC	PO-300014	108.75
164599	ORANGE CTY PUMP CO	PO-305070	1,078.43
164600	PACWEST AIR FILTER	PO-306074	2,883.90
164601	PALOS SPORTS	PO-304951	69.72
		PO-305445	55.96
164602	PAXTON/PATTERSON	PO-304923	820.20
164603	PCI ECUCATIONAL PUB	PO-305435	71.07
		PO-305639	103.17
164604	PEARSON	PO-304805	433.91

Warrant		Reference	
Number	Name of Payee	Number	Amount
164605	PEARSON ASSESSMENTS	PO-303204	904.31
		PO-304604	67.64
		PO-304838	503.75
		PO-305075	2,496.81
		PO-305331	349.41
		PO-305335	201.96
		PO-305635	297.20
		PO-305896	787.73
164606	PEARSON EDUCATION	PO-302889	1,729.13
		PO-305620	1,519.57
164607	PEARSON EDUCATION INC	PO-302942	51.06
164608	PEARSON EDUCATION INC.	PO-304766	46.50
164609	PERFECT SEAL LABORATORIES	PO-304670	35.95
164610	PERMA-BOUND	PO-305413	438.90
164611	PHONAK INC	PO-305447	117.89
		PO-305585	1,824.74
164612	POSITIVE PROMOTIONS	PO-305442	33.75
164613	PRO-ED	PO-304674	573.10
		PO-304684	291.50
		PO-305459	445.50
164614	PSYCHOLOGICAL ASSESSMENT RES	PO-305421	302.40
164615	R J COOPER & ASSOC INC	PO-305424	100.91
164616	REMEDIA PUBLICATIONS	PO-304778	63.98
		PO-305600	242.95
164617	RIVERSIDE PUBL CO	PO-305076	376.82
164618	RUSCO INC	PO-305309	18,720.13
		PO-305432	529.92
164619	SAF-COM SUPPLY	PO-305342	145.90
164620	SCOTT FORESMAN	PO-303332	1,599.45
		PO-303336	1,599.45
		PO-303664	286.61
		PO-303788	286.45
		PO-303789	2,148.36
		PO-304211	2,148.36
		PO-304525	2,148.36
		PO-304526	1,616.03
		PO-304527	2,020.03
		PO-304814	1,479.17
		PO-304815	2,663.77
		PO-304816	2,148.36
164621	PCI ECUCATIONAL PUB	PO-304263	2,291.98
164622	PEARSON	PO-304792	2,535.37
164623	ROSETTA STONE LANGUAGE LIBRARY	PO-305325	5,566.26

Warrant Number	Name of Payee	Reference Number	Amount
164624	APPLE COMPUTER INC	PO-304893	591.08
		PO-305092	
		PO-305197	
		PO-305851	
164625	DELL MARKETING L P	PO-300755	265.24
		PO-302493	777.04
		PO-302627	815.63
		PO-303902	543.75
		PO-304491	67.99
		PO-304979	
		PO-305764	2,366.83
		PO-305810	203.97
		PO-305811	815.89
		PO-305812	67.99
		PO-305814	67.99
		PO-305815	67.99
		PO-305816	135.99
		PO-305879	18,337.73
		PO-305969	1,590.61
164626	DELL MARKETING L P	PO-305723	67.99
164627	ACE TUTORING	PO-303380	3,147.70
		PO-305754	1,686.80
164628	ART MASTERS INC	PV-015394	160.00
164629	AVID CENTER	PO-305926	719.00
	LINDAMOOD-BELL LEARNING	PO-303783	599.00
	LYRIS TECHNOLGIES INC	PO-305805	1,680.01
164632	ORANGE COUNTY DEPT OF EDUCATIO	PO-305930	45.00
		PO-306042	
		PO-306043	
164633	PROFESSIONAL TUTORS OF AMERICA		•
		PO-306060	47,157.95
		PO-305268	
	TEACH N TUTOR INC	PO-303383	511.00
164636	YMCA OF ORANGE COUNTY	PO-301435	8,071.12
164605	1. TOTAL COLUMN	PO-301436	9,134.73
164637	ANDERSON, SEAN	PV-015368	60.00
164638	DE PILLO, RACHEL	PV-015369	73.00
164639	FERRER, KALAIA	PV-015370	18.00
164640	GRAMLICH, JORDAN	PV-015371	17.00
164641	HELTON, BRENT	PV-015372	165.00
164642	JONAS, BENNETT	PV-015374	26.00
164643	JUAREZ, JERARDO	PV-015376	165.00
164644	MARTINEZ, ROBERT	PV-015379	75.00
164645	MATSAMOTO, BRIAN	PV-015380	165.00
164646	MENDOZA, ISREAL	PV-015381	20.00

Warrant Number	Name of Payee	Reference Number	Amount	_
164647	NOVAK, JOHN	PV-015382	67.00	
164648	ORTIZ, MARIA	PV-015383	77.00	
164649	PACHECO, JOSEFINA	PV-015384	15.00	
164650	STONER, TYLER	PV-015386	18.00	
164651	WALTON, MARCUS	PV-015387	73.91	
164652	IMMEL, HAYLEY	PV-015373	100.00	
164653	SHERMAN, SARAH	PV-015385	200.00	
164654	ACCURATE AIR ENGINEERING INC	PO-300700	79.17	
164655	NEVCO SCOREBOARD CO	PO-305124	243.63	
164656	NIMCO INC	PO-305572	1,592.59	
164657	ORANGE CTY PUMP CO	PO-305070	2,962.53	
		PV-015395	1,000.00	
164658	ORIENTAL TRADING CO	PO-304733	296.67	
		PO-304898	74.86	
		PO-304899	235.06	
		PO-305156	144.85	
		PO-305289	43.96	
		PO-305291	21.98	
		PO-305423	248.35	
164659	PC MALL GOV	PO-304978	61.20	
		PO-305178	415.90	
		PO-305179	341.04	
		PO-305182	207.95	
		PO-305188	124.77	
		PO-305189	41.59	
		PO-305741	83.18	
		PO-305742	83.18	
		PO-305743	166.36	
		PO-305803	85.54	
		PO-305913	249.99	
		PO-305914	5,950.68	
		PO-305918	5,709.14	
164660	PEARSON EDUCATION	PO-305650	24,822.19	
164661	PREMIERE WATER SERVICES	PO-300381	1,025.00	
164662	PSYCHEMEDICS	PO-300678	55.50	
164663	SAF-COM SUPPLY	PO-300283	288.77	

Warrant		Reference	•
Number	Name of Payee	Number	Amount
164664	SOUTHWEST SCHOOL SUPPLY	PO-300054	308.13
		PO-300103	133.40
		PO-300620	861.44
		PO-300664	101.32
		PO-300665	9.64
		PO-300669	51.21
		PO-300748	65.54
		PO-300822	333.56
		PO-301135	18.32
		PO-301238	461.68
		PO-301660	128.93
		PO-305708	28.25
		PO-305712	73.98
		PO-305713	53.04
		PO-305716	520.85
		PO-306143	97.32
164665	SPARKLETTS	PO-300187	67.98
		PO-300189	394.33
		PO-300687	24.14
		PO-300987	50.95
		PO-300989	45.63
		PO-301549	88.04
		PO-301727	100.63
		PO-301756	21.42
		PO-302133	43.26

Warrant		Reference	_
Number	Name of Payee	Number	Amount
164666	STAPLES ADVANTAGE	-	
		CM-010132	212.60-
		CM-010133	172.86-
		CM-010134	39.14-
		CM-010135	25.22-
		CM-010136	52.31-
		CM-010137	8.85-
		CM-010138	20.76-
		PO-300548	16.36
		PO-300562	91.86-
		PO-300619	2.23
		PO-300621	65.51
		PO-300663	320.85
		PO-300718	392.97
		PO-300735	251.97
		PO-300793	329.57
		PO-300823	256.58
		PO-301557	140.32
		PO-301661	641.79
		PO-303474	190.84
		PO-304099	121.44
		PO-305004	603.26
164667	STAPLES ADVANTAGE	PO-305004	3,615.53
		PO-305251	107.93
		PO-305690	330.99
		PV-015391	20.34
164668	STAPLES BUSINESS ADVANTAGE	PO-302421	135.75
		PO-305975	131.61
		PV-015389	117.47
	OFFICE DEPOT	PO-303924	716.17
164670	SPARKLETTS	-	
		PO-300190	187.30
		PO-301543	6.04
		PO-301544	90.21
164681	ODADII EMM	PO-301545	49.28
164671	SPARKLETTS	PO-301545	81.81
		PO-301546	42.43
		PO-301547 PO-301548	109.91 48.30
164672	CTADIEC ADMANTACE	PO-301548 PO-300047	15.01
164672	STAPLES ADVANTAGE STAPLES ADVANTAGE	PO-300047 PO-301185	69.88
164674	DOHENY STATE BEACH PARK	PO-301185 PO-304863	113.00
164674	ENVIRONMENTAL NATURE CTR	PO-304863 PO-304563	840.00
164676	JFK TRANSPORTATION CO INC	PV-015375	925.00
1040/0	OFK IRAMSFORTATION CO INC	EA-073312	923.00

Warrant Number		Reference Number	Amount
164677	ORANGE COUNTY DEPT OF EDUCATIO		
		PO-304760	22,400.00
		PO-305787	47,440.00
164678	TANAKA FARM & PUMPKIN PATCH	PO-304041	1,344.00
164679		PO-300262	591.44
164680	Capistrano Connections Academy		4,667.42
164681	OPPORTUNITY FOR LEARNING	PV-015388	1,206.51
164682	AMS NET	PV-015393	79,140.39
164683	BENS ASPHALT	PO-306102	3,840.00
164684	COMMERCIAL FENCE & IRON WORKS	PO-304743	1,746.00
164685	MARCO FORSTER MS/ASB	PO-306097	517.01
164686	PACIFIC MOBILE HOME CONS	PO-305088	18,939.51
164687	SECRETARY OF STATE	PO-306142	25.00
164688	TANDUS FLOORING INC.	PO-305530	3,936.84
164689		PO-304917	2,189.14
		PO-305018	4,641.47
164690	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	49,061.65
164691	CORVEL CORPORATION	PO-300174	17,899.85
164693	ALPINE ACADEMY	PO-301355	3,360.00
		PO-301356	3,360.00
164694	BLIND CHILDRENS LRNG CTR	PO-301629	3,091.00
		PO-303245	360.00
164695		PO-302845	9,240.00
164696	DEVEREUX CLEO WALLACE	PO-304359	2,500.00
		PO-306039	1,000.00
164697		PO-305657	
164698		PO-305659	15,664.00
164699			1,200.00
164700		PO-305960	356.79
164701		PO-306145	
164702		PO-305272	
164703			
164704	MC ILVAIN, PATRICK & STEPHANIE		704.90
164705	MCCORMACK, MARC AND/OR KRISTA	PO-301485	746.13
164706	PATTERSON, PAMELA	PO-301634	2,382.55
164707	ROZENBERG, ABBY	PO-301129	750.00
164708	SHARIFI, NOAH OR CASEY	PV-015396	285.09
164709	TERI INC	PO-304129	4,465.19
164710	AKHLAGHI, NICOLE	PV-015400	55.40
164711	BRAUN, C. ANNE	PV-015407	54.38
164712	CRUZ, DELIA	PV-015403	40.80
164713	HIRCHAG, REBECCA S	PV-015401	42.41
164714	LARSON, LINDA J	PV-015397	211.86
164715	MELLY, SUSAN	PV-015402	483.71
164716	VERDUGO, WENDY	PV-015405	214.50

68 CAPISTRANO UNIFIED SCHOOL DIST J1068 WARBRDCS H.00.00 06/24/11 PAGE 18 WARRANT LISTING

Warrant Number	Name of Payee	Reference Number	Amount
164717	WILHELM, BARBARA	PV-015398	179.00
164718	YOTA, DENISE	PV-015399	35.00
164719	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	150,000.00
	509	Warrants	\$2,280,014.45

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
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-	4/13/2010
	09-70-0291Q, Electronic Data Processing (EDP)	
	Equipment and Service	
AMS.NET Inc.	Western State Contracting Alliance (WSCA) Cisco	11/9/2010
	Networking Communications and Maintenance	11/7/2010
" " "	California Multiple Award Schedule (CMAS)	
	Contract No. 3-11-70-0291U, Purchase and Warranty	
	of Hardware, Software, Software Maintenance,	
AMS.NET Inc.	Installation, Maintenance and Repair	5/25/2011
Architectural Roofing Systems dba		3/23/2011
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 &	RFQ No. 10-0809 General Legal Services	12/15/2009
Romo	The Court of the C	12/13/2009
B&H Photo Video Pro-Audio	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Ben's Aphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and	6/15/2010
, ,	Repair Repair	0/13/2010
Bergman & Dacey, Inc.	RFQ No. 10-0809 General Legal Services	12/15/2009
Best Best & Kreiger	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
California Western Visuals, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Camcor, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CCS Presentation Systems, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
CDWG	Western State Contracting Alliance (WSCA) Cisco	11/9/2010
	Networking Communications and Maintenance	11/9/2010
Certified Transportation Serivces,	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,	Bid No. 0708-04 Fencing Materials, Repair, and	6/25/2007
Inc.	Installation	0/23/2007
Concepts School and Office	Newport-Mesa USD Bid No. 106-10, School and	8/10/2010
Furnishings	Office Furniture	8/10/2010
1 0111101111150	Office I difficult	-17
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
D&D Security Resources, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground	4/13/2010
Dave Bung Hissociates, Inc.	Equipment, Safety Surfacing, Outdoor Site	4/13/2010
	Furnishings, DSA Shade Shelters	
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for	4/11/2011
David Tudsbig & Associates, Inc.	Public Financing	4/11/2011
Dell Computer	California Multiple Award Schedule Contract No. 3-	7/21/2008
(Dell Marketing LP)	94-70-0012, Purchase of Computer-Related	//21/2008
(2011 Mandellig Lit)	Hardware, Software and Networking Equipment	
Digital Networks Group, Inc.		12/8/2009
Digital Metworks Offulp, Inc.	California Multiple Award Schedule Contract No. 3-	12/8/2008
	06-702070D, Purchase and Installation of Pole	
	Mounted Systems for Video and Audio Switching.	125 TIMENT 2
	Control, and Projector Mounting ATTAC	$\begin{array}{cccc} \text{CHMENT 3} & & \underline{}^{123} \\ \end{array}$

(1 of 3)

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

VENDOR	TITLE	BOARD APPROVAL DA
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District	9/28/2010
	Representative	
Edge Development	Bid No. 1011-11, CVHS Theater	6/13/2011
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products,	12/8/2008
	Liners and Lamps	
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-	10/12/2010
	10-70-2039d, Cisco Auto Distribution, Internet	
	Encryption and Firewall, LanWan Wireless Network,	
	Network Component	
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
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Harris Realty Appraisal	RFQ No. 2-0809 Appraisal Services	5/11/2009
HMC Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Horizons Construction Co,	Bid No 1011-09, SJHHS 30 Meter Pool/Support	
International, Inc	Buildings	3/8/2011
Hot Dogger Tours, Inc. dba Gold	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Coast Tours		11,3,2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data	5/25/2011
,	Management System	5,25,2011
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel	7/13/2010
` ''	(Gasoline and Diesel)	7713/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Johnstone Supply, Inc.	County of Orange Bid No. EFZ0000087, Air	4/13/2010
11 37	Conditioning, Refrigeration Equipment, Parts and	W13/2010
	Supplies	
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano	5/11/2009
	Unified School District's Excess Worker's	3/11/2009
	Compensation Insurance	
	Compondation insurance	
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials	1/11/2011
	Testing	1/11/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No.	11/9/2010
The same same same, inc.	GS-35F-0717R, Pre-Owned and Refurbished Cisco	11/3/2010
	Systems Networking Equipment	
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials	1/11/2011
	Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food	· · · · · · · · · · · · · · · · · · ·
carriaper suppry Co.	and Nutrition Services	6/8/2009
P&R Paper Supply Co.		10/0/000
LOCK LADEL BUDDIV CO.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
1 - 11-7	TE TOWNS AND LARDON	
		2/0 E /0 0 0 =
Pacific MH Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
		6/25/2007 6/25/2007

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

VENDOR	TITLE	BOARD APPROVAL DATE
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
PJ of Orange County One, LP dba	Bid No. 0809-03 Pizza Service	8/11/2008
Papa John's Pizza		
PJHM Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
School Specialty, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration	2/9/2009
	Services (TPA) for Capistrano Unified School	
	District's 403(b) Plan	
SimplexGrinnell LP	General Services Administration (GSA) Contract No.	12/7/2010
	GS-07F-0396M, Fire and Security Alarm and Signal	
	Systems for Life Cycle Support Providing Design,	
	Coding, Intergration, Testing, Deploying, Repair,	
	Maintenance, Ancillary Services-Labor; Fire	
	Extinguishing and Supressing Products	
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Southwest School Supply	Placentia-Yorba Linda USD Bid No. 209-4, Purchase	1/12/2009
	of Instructional and Office Supplies	1,12,2009
Staples Advantage	County of Orange Master Agreement No. MA-017-	9/14/2010
1	10011795 - Office Supplies	3/14/2010
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.		11/9/2010
Troxell Communications, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials	1/11/2011
, me.	Testing	1/11/2011
Valiant IMC	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	
vavinick, Time, Day & Co., LEi	Western States Contracting Alliance (WSCA) Bid	4/21/2008
W. W. Grangier, Inc.	No. IS-06-79-55, Maintenance Repair & Operating	5/25/2011
Waterline Technologies, Inc.	Supplies	5/25/2011
waterine reclinologies, inc.	Los Angeles USD Bid No. IFB C-1030, Purchase of	3/9/2010
Waxie's Enterprises, Inc. dba Waxie	Swimming Pool Chemicals	0/14/2010
<u> </u>	Western States Contracting Alliance (WSCA) Bid	9/14/2010
Sanitary Supply	No. 7-09-79-02 - Janitorial Supplies	10101000
Waxie's Enterprises, Inc. dba Waxie	Bid No. 0809-04 Custodial Supplies - Paper Products,	12/8/2008
Sanitary Supply	Liners and Lamps	
West-Lite Supply Co., Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products,	12/8/2008
	Liners and Lamps	
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for	2/25/2008
	Districtwide Facilities Master Plan	
Xerox Corporation	California Multiple Award Schedule Contract No. 3-	6/15/2010
	01-36-0030A, Purchase and Warranty of Hardware	
	and Software, Installation, Maintenance, Software	
	Maintenance, License and Training on Xerox	į



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between Capistrano Unified School District,
nereinafter referred to as "DISTRICT", and Quantum Learning Network
nereinafter 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: CUSD staff development training
prog	ram titl	ed Quantum Learning for Teachers.
	2.	Term: CONTRACTOR shall commence providing services under this AGREEMENT
on _		July 12, 2011, and will diligently perform as required and complete performance by
	Jun	<u>ne 30</u> , <u>2012</u>

1

3.	Compensation: DISTRICT agrees to pay the CONTRACTOR for service
satisfactorily	rendered pursuant to this AGREEMENT a total fee not to exceedN/A
DISTRICT sl	hall pay CONTRACTOR according to the following terms and conditions:
District to iss	sue purchase orders for each assignment per fee schedule
4. paid or incur	Expenses: DISTRICT shall not be liable to CONTRACTOR for any costs or expenses red 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: QLT materials @ \$35 per person plus shipping cost

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

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

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

- 8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

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

CONTRACTOR'S NAME: Quantum Learning Network

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 DISTRI CT 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.
- Any injury to or death of any person(s), including the DISTRICT's officers, (b) 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.
- Any liability for damages which may arise from the furnishing or use of any (c) 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.
- Employment with Public Agency: CONTRACTOR, if an employee of another public 15. agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
- 16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

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

- 17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 18. Non Waiver: The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: CONTRACTOR: Quantum Learning Network Capistrano Unified School District 1938 Avenida Del Oro Oceanside, CA 92056 San Juan Capistrano, CA 92675

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

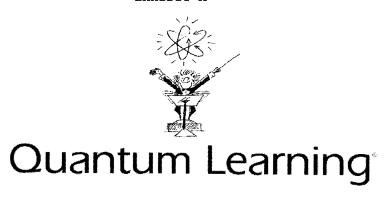
- 21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
- **22. Governing Law:** The terms and conditions of the AGREEMENT shall 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	Α	Fee Schedule/Proposal		
b. Exhibit	В	None		
c. Exhibit	C	None		
HIS AGREEMEN	T IS EI	NTERED INTO THIS <u>12th</u> DAY OF	July	, 2011

Capistrano Unified School District	Quantum Learning Network
Name of District	Contractor Name
By:	Signature:
Terry Fluent	
Typed Name	Typed or Printed Name
Director, Purchasing	
Title	Title
July 11, 2011	
Board Approval Date	-
	Taynayar Identification Number

Initials/Date BH - 6/21/11

EXHIBIT A



Proposal to deliver: QUANTUM LEARNING TRAINING Transforming Education to Transform Lives

Presented to: Dr. Amy Bryant, Director VI, Curriculum and Instructional Support

Capistrano Unified School District

on May 20, 2011

Presented by: Quantum Learning Education

Sue Pepe, Sr. Programs Consultant spepe@QLN.com 800-285-3276 Ext 116

This document contains proprietary information that Quantum Learning has developed. All material contained is strictly confidential, and is intended for above client only.

Contents:

- 1. Introduction
- 2. History
- 3. Description of Services (Approach, Outcomes, Implementation)
- 4. Results and Research Overview
- 5. Budget
- 6. Partnerships

I. Introduction

Quantum Learning has a deep appreciation for the opportunity to provide my alma mater--Capistrano Unified School District (CUSD) with outstanding programs for your students, administrators, coaches and teachers; we take this charge very seriously. We believe that given the right tools and strategies, students can gain a different perspective on school and life, which will equip them with lifelong tools to do their best and succeed.

The following proposal will reflect some of the strategies and methodologies that we will be providing to your district, should we undertake this project together. Our work, over the past 30 years with students from various socio-economic backgrounds and skill levels, has given us significant experience in transforming lives around the globe.

Through our partnership with school districts nationwide, we have built a solid reputation in improving teacher effectiveness and student achievement. QLN's partnerships combine our standard program offerings:

- Staff development programs
- Train-the-Trainer (Site License Training in separate proposal)
- Classroom Coaching and Observation (separate proposal)
- Parent involvement workshops (Spanish & English) in separate proposal.

QLN also customizes programs specifically for the needs of our clients. We look forward to working with CUSD, in helping to create a unique learning environment where there is safety, support and a sense of belonging felt by all parties.

II. History

Quantum Learning is an educational services organization with three decades of experience providing professional development for school administrators, teachers, and parents. We have worked in hundreds of schools and districts nationwide. Our integrated approach to improving student achievement through four key stakeholder groups creates a common language, goals and processes that reinforces practical proven teaching and learning techniques that enable a cohesive learning community.

The Quantum Learning model utilizes expert senior QL instructors and coaches who have served as leaders and teachers in public school systems across the U.S. Quantum Learning does not utilize trained consultants and "talking heads" from other industries. We understand that the field of education is unique and complex, and that professional educators, parents and students need and deserve to be informed, coached and supported by individuals who are experts in this field.

Quantum Learning Education (QLE) is part of the Quantum Learning Network (QLN) that includes *SuperCamp*, the original academic and life skills summer residential program for 6th grade through college-bound students. *SuperCamp*'s innovative learning-to-learn techniques help students increase academic achievement in reading, math, study skills, writing, and critical thinking, while enhancing important life skills including positive communication, leadership, quality relationships, self-worth, personal responsibility and goal setting.

III. Description of Services -

a. Quantum Learning: Our Approach

Quantum Learning delivers professional development programs, parent workshops, student learning and life skills programs and summer camps, classroom observation and coaching, train-the-coach, certification licenses, and educational products that are designed to improve instructional leadership, teacher effectiveness, parental involvement and student achievement.

We can also customize your professional development program, based on the Quantum Learning Professional Learning Community model, RtI and PBIS initiatives. We provide outstanding curriculum and training in all these areas. For CUSD, we will customize our approach to fit under your current SIOP framework.

b. Specific Services for CUSD -September 2011

Per your request, we were asked to provide our core professional development offering: *Quantum Learning for Teachers (30-hour course)*. This course will be customized for CUSD, based on the district's blueprint: Intentional Design for Learning. Our customization will include a 2-day QLT orientation (12 hours of content). We will work with you to design the exact components based on our recent meeting. Essential elements for CUSD, might include the following: the "how-to's" of building a strong foundation, classroom management, state management, positive atmosphere, rapport, respect and an inspiring, purposeful environment.

This course includes specific teaching strategies, content delivery, curriculum design and learning /life skills, and ongoing video support/classroom footage for implementation following the September training. Program participants receive corresponding manuals for each day of the course. Maximum # of participants is limited to 80-90, unless otherwise approved. We strongly recommend that you include major "influencers" from each school site at the September trainings, in order to create maximum buy-in.

We also recommend a minimum of 2 days of Classroom Coaching (Train-the-Coach) training in Fall 2011 or early 2012, in order to build ongoing capacity in your leadership teams. These descriptions and pricing will be covered under a separate proposal.

c. Targeted Outcomes

Our goal is for this partnership to result in:

- Strong, confident instructional leaders and coaches
- Highly effective teachers who create enriched learning environments, as a result of implementing evidence-based practices in content instruction and classroom management
- Dramatic increase of positive teacher-student interactions in the classroom. More time on task.
- A stronger community of learning with informed, involved parental/guardian support
- More successful transitions of students to the next level of school
- more engaged, motivated and responsible learners; better behavior; fewer office referrals
- Increased effectiveness in district's teachers and trainers

d. Implementation Models

The proposed whole-district model includes two important components:

- Implementation of the Quantum Learning system through teacher, administrator, student, and parent development
- Post-training implementation (online) and video support
- Implementation of an effective Professional Learning Community. The Quantum Learning PLC Blueprint is based on three essential platforms that drive the decisions and thinking of the group:
 - o All students can learn
 - o All students can behave appropriately
 - o All students can build strong character

IV. Results & Research Overview

Quantum Learning has positively impacted over 5,000,000 students through our programs and work with administrators, teachers, parents and students. Over 50,000 educators have been trained in the Quantum Learning research-based model for improving instruction and classroom management.

- Studies on Quantum Learning's effectiveness have shown a powerful positive impact with teachers:
 - o 98% report a positive impact on their classroom effectiveness
 - o 94% are more aware of student learning styles and needs
 - \circ 86% report more meaningful connections with students
 - $\circ~83\%$ report raising their personal teaching standards
- Studies on Quantum Learning's <u>effectiveness with students</u> have shown:
 - o 68% higher student attendance
 - o 66% better student behavior
 - o 89% higher esteem from students
 - o 73% improve grades

Outside Evaluator Report

"The Quantum Learning model demonstrated a consistent pattern of positive impact on student achievement in 18 schools in four states. This impact has included statistically significant and educationally significant gains in reading, mathematics, writing and more comprehensive measures of core academic achievement. Students who have participated in schools implementing the Quantum Learning model have shown a pattern of greater gains in achievement than comparison sample students not participating in the Quantum Learning model."

--William Benn & Associates, Independent Evaluators

V. Partnerships

Quantum Learning has had the privilege of over two decades of partnering with thousands of organizations and educational entities including:

- National education organizations including American YouthBuild and NCCEP/GEAR UP
- State Departments of Education including the State of Wyoming and the State of Tennessee
- Regional education services centers including Region 20 in Texas serving 51 school districts
- Diverse school districts including:
 - Cypress Fairbanks ISD in Houston- the third largest in Texas serving over 106,000 students
 - Metro Nashville Public Schools serving a diverse urban population
 - o Rural school districts across Montana, Wyoming and the panhandle of Texas, among others
 - Prince Georges County Public Schools in Maryland
 - o San Diego Unified School District
 - Nogales Unified School District in New Mexico
 - o Covington County School District in Mississippi
 - Native American tribal schools/districts and education organizations
 - And many others
 - Statewide education associations including Tennessee Principals Association, Mississippi Association of School Superintendents, Texas Association of Secondary School Principals, Utah Charter Schools Association and Wyoming State Gear UP Association, among others.
- Hundreds of individual schools from the affluent private schools to at-risk in inner city schools.
- Correctional education including the New York Department of Correctional Services.

VI. Budget Year 1 - Quantum Learning for Teachers (September 2011) = \$6,400

- Total fees **\$6400** (inclusive of travel and program fees for local instructor). Materials fees and shipping are extra. See below.
- \$35 per person for 2-day QLT materials + shipping

NOTE--Quantum Learning for Teachers is part of a larger curriculum that includes optional follow up programs including Classroom Coaching, Learning and Life Skills Workshop, Parent Workshops, PBIS training, Administrator/PLC workshops and Student achievement programs. We will provide pricing for these other programs (per your request) under separate proposals.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between Capistrano Unified School District,
hereinafter referred to as "DISTRICT", and Professional Tutors of America, 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: Tutoring services for CUSD
India	an Educ	ation students.
	2.	Term: CONTRACTOR shall commence providing services under this AGREEMENT
on _		July 12, 2011, and will diligently perform as required and complete performance by
	Jur	ne 30 , 2012

1

3	3.	Compensation	n: DISTRICT as	grees to pay the CONTRACT	OR for servi	ce	
satisfact	orily			EMENT a total fee not to exc		/ A	
****					_ Dollars (\$_	N/A).
				ing to the following terms and	d conditions:		·
	i. ncurr			ot be liable to CONTRACTO ming services for DISTRICT,	-		
	5. MEN	•	Contractor:	CONTRACTOR, in the pedent contractor. CONTRACT			
agrees th	nat he	e/she and all of h	nis/her employees	s shall not be considered offices of any kind or nature normal	ers, employe	ees or agei	
				employees are normally entit			
limited t	o, Sta	ate Unemploym	ent Compensatio	n or Workers' Compensation.	. CONTRA	CTOR ass	umes
the full 1	respo	nsibility for the	acts and/or omis	sions of his/her employees or	agents as th	ey relate t	o the
				NT. CONTRACTOR shall a	_	-	

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

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.

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.
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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 DISTRI CT 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.
- Any injury to or death of any person(s), including the DISTRICT's officers, (b) 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:

Terry Fluent, Director, Purchasing Capistrano Unified School District 3350 E. Birch St. #108 Brea, CA 92821 San Juan Capistrano, CA 92675

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

- 21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of 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	Α	Fee Schedule				
b. Exhibit	В	None				
c. Exhibit	C	None				
THIS AGREEMEN	T IS EN	NTERED INTO THIS $\frac{1}{2}$	2th DAY OF	July	, <u>2011</u> .	
Capistrano Unified S	School :	District	Professional T	utors of Amer	rica, Inc.	
Name of District			Contractor Name	Contractor Name		
Ву:	.		Signature:			
Terry Fluent		P-104-				
Typed Name			Typed or Printed Na	me		
Director, Purchasing						
Title			Title			
July	11, 201	1				
Board Approval Date			<u>-</u> -			
			Taxpayer Identificati	on Number		

Initials/Date _



FEE SCHEDULE

Capistrano USD – Indian Education Program

Company: Professional Tutors of America, Inc.

Contact: Jonas Maceda

Address: 3350 E. Birch Street, Suite 108, Brea, CA 92821

Phone: (800) 832-2487 Fax: (714) 996-0625

Email: Jonas@professionaltutors.com

Description of Services:

We provide individualized tutoring instruction (always One-to-One) in all subjects. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. Each student must have a 506 form on file with CUSD. We have been providing one-to-one tutoring for over 27 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and many of them have had teaching experience in either public or private schools. We have a strong, proven record with over 250 school districts, improving academic skills, motivating students, and building self-confidence.

______ Date: 06/01/11

Terms of Payment: \$52.00 per hour

Rates will be in effect: July 1, 2011 – June 30, 2012.

Name: Jonas Maceda, Program Manager

Juvenile Court Work Program (JCWP) - Contract Renewal

In accordance with Sections 1.0 and 17.0 of our JCWP contract with the County of Orange, the term of the contract is automatically renewed for 12 months beginning July 1 of each year, unless either party provides 30-day notice of termination to the other party. Expression of Continued Participation: We wish to continue our participation in JCWP under the existing contract with the County of Orange, for the 12-month period of July 1, 2011 – June 30, 2012. Expression of Termination of Participation: Effective July 1, 2011, we will no longer participate in JCWP services. By (Name and Title): John G. Forney, Director, Maintenance, Operations & Construction City/School District: San Juan Capistrano, Capistrano Unified School District	Date: June 20, 201	1		
 We wish to continue our participation in JCWP under the existing contract with the County of Orange, for the 12-month period of July 1, 2011 - June 30, 2012. Expression of Termination of Participation: □ Effective July 1, 2011, we will no longer participate in JCWP services. By (Name and Title): John G. Forney, Director, Maintenance, Operations & Construction 	contract is automatical	ly renewed for 12 months beginning July 1 of each year, unless either party provides a		
Orange, for the 12-month period of July 1, 2011 – June 30, 2012. Expression of Termination of Participation: Effective July 1, 2011, we will no longer participate in JCWP services. By (Name and Title): John G. Forney, Director, Maintenance, Operations & Construction	Expression of C	Continued Participation:		
Effective July 1, 2011, we will no longer participate in JCWP services. By (Name and Title): John G. Forney, Director, Maintenance, Operations & Construction				
By (Name and Title):	Expression of T	Cermination of Participation:		
	☐ Effectiv	e July 1, 2011, we will no longer participate in JCWP services.		
City/School District San Juan Capistrano, Capistrano Unified School District	By (Name and Title): _	John G. Forney, Director, Maintenance, Operations & Construction		
On journois District.	City/School District:	San Juan Capistrano, Capistrano Unified School District		
Address: 32972 Calle Perfecto, San Juan Capistrano, CA 92675	Address:	32972 Calle Perfecto, San Juan Capistrano, CA 92675		
E-mail Address: jgforney@capousd.org	E-mail Address:	jgforney@capousd.org		
Telephone No.: (949) 234-9543	relephone No.:	(949) 234–9543		

Please return completed response by regular mail or e-mail to:

Orange County Probation Department
Attention: Rick Tran
Administrative and Fiscal Division/Contracts Services-NCFSO
P.O. Box 10260
Santa Ana, CA 92711
E-mail: rick.tran@prob.ocgov.com

EXHIBIT 16

AGREEMENT

BETWEEN

THE COUNTY OF ORANGE

AND

CAPISTRANO UNIFIED SCHOOL DISTRICT

FOR

JUVENILE COURT WORK PROGRAM SERVICES

THIS AGREEMENT, entered into this 1st day of July, 2001, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "CAPISTRANO USD." This Agreement shall be administered by the County of Orange Chief Probation Officer, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, COUNTY, through its Probation Department, operates the Juvenile Court Work Program (JCWP) pursuant to California Welfare and Institutions Code Sections 730 and 731;

WHEREAS, minors who are adjudged wards of the Juvenile Court, hereinafter referred to as "Juvenile Probationers," may be placed under the supervision of a Deputy Probation Officer, and may be required, as a condition of probation, to perform community service or graffiti cleanup; and these Juvenile Probationers may also be authorized to participate in a voluntary work program in lieu of ADMINISTRATOR filing petitions for probation violations;

WHEREAS, CAPISTRANO USD desires to enter into this Agreement with COUNTY for Juvenile Probationers to provide manual services of an unskilled variety at public grounds and locations; and

WHEREAS, COUNTY is willing and capable of providing such JCWP services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTENTS

SECTION		PAGE
1.0	Term	3
2.0	Responsibilities of COUNTY	3
3.0	Responsibilities of CAPISTRANO USD	5
4.0	Compensation	
5.0	Financial Accountability	
6.0	Other Sources of Income	10
7.0	Right to Audit	10
8.0	Retention of Financial Records	10
9.0	Program Supervision	10
10.0	Disputes	11
11.0	Status of COUNTY	11
12.0	Affirmative Action	11
13.0	Nondiscrimination	12
14.0	Internal Controls	12
15.0	Confidentiality	12
16.0	Mutual Indemnification	13
17.0	Termination	13
18.0	Notices	14
19.0	Third Party Rights	14
20.0	Alteration of Terms	14
	Signatures	15
	Exhibit A: Miscellaneous Orders of the Juvenile Court Relating to Juvenile Court Work Program	A-1

1.0 TERM

The term of this Agreement shall be one year, commencing July 1, 2001 through June 30, 2002, and shall be automatically extended in one-year increments, unless otherwise terminated pursuant to Section 17.0 of this Agreement.

2.0 RESPONSIBILITIES OF COUNTY

2.1 Description of Services:

- 2.1.1 The parties agree that the Juvenile Probationers will perform work for CAPISTRANO USD in accordance with orders issued by the Orange County Juvenile Court to ADMINISTRATOR relating to the JCWP. These orders are contained in Exhibit A, which is attached hereto and incorporated by reference, and are enumerated below:
 - 2.1.1.1 Miscellaneous Order No. 633.3, dated April 3, 1997, entitled "Juvenile Court Work Program;" or
 - 2.1.1.2 Miscellaneous Order No. 634.3, dated April 3, 1997, entitled "Juvenile Court Work Program for Graffiti Eradication;" or
 - 2.1.1.3 Miscellaneous Order No. 635.3, dated April 3, 1997, entitled "Voluntary Juvenile Court Work Program."
- 2.1.2 The parties further agree that the Juvenile Probationers will perform work for CAPISTRANO USD in accordance with any future orders the Orange County Juvenile Court may issue to ADMINISTRATOR relating to the JCWP.
- 2.1.3 The work to be performed by the Juvenile Probationers will be unskilled labor, which may include, but may not be limited to, street and water basin cleaning; litter pickup; clearing brush, drainage ditches and fire breaks; and removal of graffiti, weeds, and damaged or excess vegetation.

2.2 COUNTY shall:

2.2.1 On weekends or on days mutually agreed to by the parties, schedule and dispatch an appropriate number and size of work crew(s) to the specified site(s). It is mutually understood that each Juvenile Probationer shall perform five (5) hours of community service, which is considered the equivalent of one (1) day served on the JCWP, pursuant to the Orange County Juvenile Court Miscellaneous Order No. 634.3, dated April 3, 1997.

- 2.2.1.1 As specified in Section 4.0 herein, each work crew provided by COUNTY may consist of ten (10) or more, or less than ten (10), Juvenile Probationers. If the work crew consists of ten (10) or more Juvenile Probationers, COUNTY shall be compensated at the full rate specified in Sections 4.2.1, 4.3.1, or 4.3.2.2, as applicable. If the work crew consists of less than ten (10) Juvenile Probationers, COUNTY shall be compensated at the discounted rate specified in Sections 4.2.2, 4.3.1, or 4.3.2.3, as applicable.
- 2.2.2 Transport the work crew(s) to and from the sites specified by CAPISTRANO USD.
- 2.2.3 Assign one (1) Deputy Probation Counselor (DPC) for each work crew consisting of up to twelve (12) Juvenile Probationers, to:
 - 2.2.3.1 Meet with the work crew(s) to explain the work to be performed, rules and expected standards of behavior, and consequences of disciplinary violations.
 - 2.2.3.2 Supervise the work crew(s) at all times.
 - 2.2.3.3 Monitor compliance of work crew members with all Juvenile Court orders and conditions of probation.
 - 2.2.3.4 Provide immediate care and assistance in the event any Juvenile Probationer is injured at the work site, and, if necessary, transport the injured Juvenile Probationer to a medical facility.
 - 2.2.3.5 Notify CAPISTRANO USD immediately by telephone, in the event COUNTY is unable to provide the work on scheduled days, as mutually agreed upon. COUNTY shall state the reason for work cancellation or delay, and shall reschedule the work.
- 2.2.4 Provide food for the work crew(s) and the DPC(s), during a one-half (1/2) hour supervised lunch break.
- 2.2.5 Provide Workers' Compensation Insurance coverage for the work crew(s), in accordance with policies and procedures established by the County Executive Office Risk Management Division.
- 2.2.6 Reserve the right to refuse any work that may be determined unsafe by the DPC(s) assigned to supervise the work crew(s). The DPC(s) may follow instructions from representatives of CAPISTRANO USD regarding the work to be performed, so long as the safety of the work crew(s) is not endangered, and COUNTY'S policies are not violated.

2.2.7 Be solely responsible for providing all legally required employee benefits to the work crew(s). CAPISTRANO USD shall not be required to assume any liability for the direct payment of any salaries, wages, or other compensation to the work crew(s) performing services hereunder, or any liability other than provided for in this Agreement.

2.3 ADMINISTRATOR shall:

- 2.3.1 Implement the Juvenile Court orders attached hereto and incorporated by reference, as described in Section 2.1.1, any succeeding orders thereto as described in Section 2.1.2, or any other orders related to JCWP, by authorizing Juvenile Probationers to provide unskilled manual labor to CAPISTRANO USD.
- 2.3.2 Have final authority and responsibility for decisions affecting the Juvenile Probationers' participation in JCWP, and any other program participation matters designated by ADMINISTRATOR, both verbally and in writing.

3.0 RESPONSIBILITIES OF CAPISTRANO USD

CAPISTRANO USD shall:

- 3.1 Coordinate the scheduling of JCWP work, in advance, with COUNTY'S Probation Department.
- 3.2 Explain to the DPC(s) the work to be performed by the work crew(s).
- 3.3 Provide the tools, equipment, supplies, and materials necessary or incidental to the performance of the scheduled work. However, Juvenile Probationers shall not be required to operate mechanical equipment or devices that may expose the work crew members to safety hazards.
- 3.4 Provide special instructions, devices, equipment, warning signs, and apparel as necessary to ensure the personal safety of the work crew members.
- 3.5 Provide technical direction and oversight until the completion of work.
- 3.6 Maintain absolute confidentiality of all information pertaining to the Juvenile Probationers, as described in Section 15.0 of this Agreement.
- 3.7 Neither seek nor authorize publicity concerning the JCWP, or the work performed under this Agreement, without the written consent of ADMINISTRATOR.
- 3.8 Keep confidential the names of minors participating in the JCWP.

4.0 <u>COMPENSATION</u>

- 4.1 CAPISTRANO USD agrees to pay COUNTY for the cost of JCWP services requested by CAPISTRANO USD and performed by the Juvenile Probationers. The cost of JCWP services is based on the actual average cost of supervising each work crew for each day that COUNTY provides general cleanup services or graffiti removal, and is within the maximum rate most recently approved by the Orange County Board of Supervisors for JCWP services.
 - 4.1.1 It is mutually understood that the maximum rate for JCWP services is established by the Orange County Board of Supervisors after a public hearing at the request of ADMINISTRATOR. The rate may vary but must be approved by the Orange County Board of Supervisors. The public hearing is necessary to adopt new fees and to revise existing fees that are assessed to persons granted probation, the parents and legal guardians of institutionalized minors, or public agencies, for services provided by COUNTY through ADMINISTRATOR.
- 4.2 <u>Compensation Rate for Initial Year of JCWP Services (July 1, 2001-June 30, 2002)</u>:

During the period July 1, 2001 through June 30, 2002, COUNTY shall charge CAPISTRANO USD at a rate per day based on the total number of Juvenile Probationers constituting a work crew and actually provided by COUNTY, for services rendered to CAPISTRANO USD, as follows:

- 4.2.1 Full Compensation Rate per Day for Each Work Crew of Ten (10) or More Juvenile Probationers: Upon COUNTY'S submission of invoices monthly, and in accordance with the payment procedures set forth in Section 5.0 of this Agreement, CAPISTRANO USD shall pay COUNTY for services rendered hereunder, at a rate of Four Hundred Dollars (\$ 400.00) per day, for each work crew consisting of ten (10) or more Juvenile Probationers.
- 4.2.2 <u>Discounted Compensation Rate per Day for Each Work Crew of Less than Ten (10) Juvenile Probationers</u>: If the total number of Juvenile Probationers provided by COUNTY for any work crew is less than ten (10) for a particular day, the full compensation rate specified in Section 4.2.1 shall be discounted in accordance with the following formula:

Discounted Compensation Rate

- = Full compensation rate per day for each work crew of ten (10) or more Juvenile Probationers
- x (0.10 x total number of Juvenile Probationers in work crew provided by COUNTY)

4.3 Compensation Rate for JCWP Services After June 30, 2002:

After the initial one-year term of this Agreement, COUNTY shall continue to charge CAPISTRANO USD at a rate per day based on the total number of Juvenile Probationers constituting a work crew and actually provided by COUNTY, for services rendered to CAPISTRANO USD in accordance with the following provisions:

- 4.3.1 No Change in Full or Discounted Compensation Rates: The full compensation rate provision of Section 4.2.1, and the discounted compensation rate provision of Section 4.2.2, shall continue to be applicable for the succeeding one (1)-year term(s) of this Agreement, unless a new full compensation rate is adopted in accordance with the provisions of Section 4.3.2 and 4.3.2.1 herein.
- 4.3.2 Change in Full Compensation Rate: Pursuant to Section 4.1.1 herein, if a change in the maximum rate for JCWP services is approved by the Orange County Board of Supervisors, ADMINISTRATOR shall review and analyze the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such review and analysis indicate that an adjustment to the then-current full compensation rate charged to CAPISTRANO USD for JCWP services is warranted, COUNTY shall, no later than March 15 of the then-current one-year term of this Agreement, submit to CAPISTRANO USD a written notice of a proposed rate adjustment.
 - 4.3.2.1 CAPISTRANO USD shall issue a written response to COUNTY within sixty (60) calendar days after receipt of COUNTY'S notice of the proposed adjustment to the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such response indicates an agreement with COUNTY'S proposed rate adjustment, the new full and discounted compensation rates shall become effective commencing July 1 of the succeeding one-year term of this Agreement, in accordance with Sections 4.3.2.2 and 4.3.2.3 herein.
 - 4.3.2.2 New Full Compensation Rate per Day for Each Work Crew of Ten (10) or More Juvenile Probationers: Upon COUNTY'S submission of invoices monthly, and in accordance with the payment procedures set forth in Section 5.0 of this Agreement, CAPISTRANO USD shall pay COUNTY for services rendered hereunder, at the new full compensation rate per day, for each work crew consisting of ten (10) or more Juvenile Probationers.

4.3.2.3 New Discounted Compensation Rate per Day for Each Work

Crew of Less than Ten (10) Juvenile Probationers: If the total
number of Juvenile Probationers provided by COUNTY for any
work crew is less than ten (10) for a particular day, the new full
compensation rate specified in Section 4.3.2.2 shall be discounted
in accordance with the following formula:

Discounted

Compensation Rate

Full compensation rate per day for each work crew of ten (10) or more Juvenile Probationers

x (0.10 x total number of Juvenile Probationers in work crew provided by COUNTY)

4.3.2.4 If, by May 15 of the then-current one-year term of this Agreement, the parties are unable to reach an agreement on COUNTY'S proposed rate adjustment, the parties shall then meet to determine if an acceptable rate can be negotiated.

5.0 FINANCIAL ACCOUNTABILITY

- 5.1 COUNTY agrees to provide fiscal procedures adequate to assure accounting for the billing of costs to CAPISTRANO USD under this Agreement, in accordance with COUNTY'S general accounting policies, and the accounting policies and procedures of COUNTY'S Auditor-Controller. All claimed reimbursements will be supported with source documents retained by COUNTY.
- 5.2 COUNTY shall be reimbursed monthly in arrears for actual costs incurred, upon the submission of invoices to CAPISTRANO USD. The monthly invoices shall be submitted in such form and detail as required by COUNTY'S Auditor-Controller, and be accompanied by an affidavit signed by COUNTY certifying the appropriateness of the amounts billed. All invoices shall include the following information:
 - 5.2.1 Date(s) of service
 - 5.2.2 Work site(s)
 - 5.2.3 Number of work crew(s)
 - 5.2.4 Number of Juvenile Probationers for each work crew
 - 5.2.5 Type of work performed

- 5.3 CAPISTRANO USD shall pay COUNTY within thirty (30) calendar days of the invoice date. Late charges will be assessed to CAPISTRANO USD in the following situations:
 - 5.3.1 Over-the-counter payments will be assessed a late charge if any payment is not received by COUNTY within thirty (30) calendar days of the date of the invoice for which payment is being rendered.
 - 5.3.2 Payments transmitted to COUNTY via the U.S. Mail, and which have CAPISTRANO USD'S postage meter mark, will be assessed a late charge if any payment is not received within thirty one (31) calendar days of the date of the invoice for which the payment is being rendered.
 - 5.3.3 Payments transmitted to COUNTY via the U.S. Mail, and which have a U.S. Post Office postmark dated thirty (30) calendar days after the date of the invoice, will be assessed a late charge.
- The late charge assessed in each of the above situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid, plus One Hundred Dollars (\$100.00) for late payments made within thirty (30) calendar days after the payments are due. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional thirty (30)-day period that the invoice remains unpaid. Late charges shall be added to the payment due and invoiced to CAPISTRANO USD in accordance with Section 5.2 herein. Any invoices and applicable late charges remaining unpaid within ninety (90) calendar days of the invoice date may result in deductions, by COUNTY'S Auditor-Controller, from money held on deposit with COUNTY'S Treasurer for CAPISTRANO USD if any, and as applicable in accordance with Government Code Section 907 and any other applicable provision of law.
- Early payments received by COUNTY from CAPISTRANO USD shall entitle CAPISTRANO USD to a discount of one-quarter of one percent (0.25%), if payment is received by COUNTY within eleven (11) calendar days of the date of the invoice. CAPISTRANO USD may take credit for the discount in the current payment. However, if a discount is taken inappropriately, COUNTY shall notify CAPISTRANO USD immediately that the discount should not have been taken and that the balance is due within thirty (30) calendar days of the invoice date, subject to late charges, pursuant to Section 5.3 herein.
- COUNTY shall have sixty (60) calendar days from the end of the term of the Agreement to liquidate all program obligations incurred during said term. COUNTY shall then submit the final invoice within sixty (60) calendar days of the end of the term of the Agreement. CAPISTRANO USD shall not be liable for any invoices submitted beyond sixty (60) calendar days of the end of the term of the Agreement.

5.7 <u>Equipment</u>: The parties agree that any equipment purchased for, or contributed to, the program shall remain the property of the contributing party.

6.0 OTHER SOURCES OF INCOME

COUNTY shall not bill CAPISTRANO USD for any service, cost or expense for which COUNTY has been reimbursed by revenue, income or grants from any other source, if those revenue, income, or grants are expressly earmarked by the source for services provided under this Agreement, or for similar services for the benefit of CAPISTRANO USD'S area.

7.0 RIGHT TO AUDIT

CAPISTRANO USD shall have access to any books, documents, papers and records of COUNTY, which CAPISTRANO USD determines to be pertinent specifically to this Agreement, for the purpose of making an audit, evaluation, excerpts and transcripts.

8.0 RETENTION OF FINANCIAL RECORDS

- 8.1 COUNTY shall maintain and preserve all books, financial statements, journals, ledgers, source documents and other financial records for a period of seven (7) years from the termination of this Agreement, and for such longer period as may be required by any applicable statute. All financial records shall be kept or made available to CAPISTRANO USD at COUNTY'S principal place of business. Exceptions to the above provisions of this section must have the prior written approval of ADMINISTRATOR.
- 8.2 Records which relate to: a) litigation of the settlement of claims rising out of the performance of this Agreement, or b) costs and expenses of this Agreement to which CAPISTRANO USD takes exception, shall be retained by COUNTY until disposition of such appeals, litigation, claims, or exceptions.

9.0 **PROGRAM SUPERVISION**

ADMINISTRATOR shall appoint a Juvenile Hall Assistant Division Director to oversee the daily operation and administration of this Agreement pursuant to the terms and conditions contained herein.

10.0 DISPUTES

- 10.1 If COUNTY and CAPISTRANO USD fail to agree as to whether or not any work is within the scope of the requirements of this Agreement, CAPISTRANO USD shall, within fifteen (15) calendar days, provide COUNTY with a written protest specifying in detail the manner in which the requirements of this Agreement were not fulfilled, and the proposed remedy.
- 10.2 ADMINISTRATOR agrees to furnish a written decision on the dispute within thirty (30) calendar days after receipt of such protest.

11.0 STATUS OF COUNTY

COUNTY is, and at all times shall be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CAPISTRANO USD. COUNTY assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. COUNTY, its agents, and employees, shall not be entitled to any rights and privileges of employees of CAPISTRANO USD, and shall not be considered in any manner to be employees of CAPISTRANO USD.

12.0 AFFIRMATIVE ACTION

COUNTY shall maintain an Affirmative Action Program Plan, including the setting of goals and timetables for minority employment which meet the requirements of the Federal Equal Employment Opportunity Commission and the State of California Fair Employment Practice Commission. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, or be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or part with funds made available under this Agreement. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to any otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall also apply to any such program or activity. Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition as provided in the Civil Rights Act of 1964 or Title VIII of the Civil Rights Act of 1986, shall all apply to any such program or activity. In the performance of this Agreement, COUNTY shall not discriminate against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, age or physical or mental condition. This prohibition shall pertain to employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rate of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters. COUNTY will permit access by CAPISTRANO USD, State and Federal agencies to its records of employment, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of the Agreement.

13.0 **NONDISCRIMINATION**

COUNTY shall not employ discriminatory practices in admission of clients, employment of personnel, or in any other respect on the basis of race, color, religion, national origin, ancestry, sex, age, or physical or mental condition.

14.0 INTERNAL CONTROLS

COUNTY shall maintain necessary written procedures establishing internal controls approved by COUNTY'S Auditor-Controller for its personnel, instruct all of its personnel in said procedures, and continuously supervise its operations to ensure compliance.

15.0 CONFIDENTIALITY

- 15.1 CAPISTRANO USD agrees to maintain the confidentiality of all juvenile record information pertaining to all minors under the jurisdiction of the Juvenile Court, or the Juvenile Court law of the State of California when such records come into the possession of, or are generated by CAPISTRANO USD.
- 15.2 CAPISTRANO USD'S staff, and all agents and employees of CAPISTRANO USD shall maintain the confidentiality of such records in accordance with Orange County Juvenile Court's policy titled "Confidentiality and Release of Information" dated January 28, 1997, and adopted in accordance with California Welfare and Institutions Code, Section 827, and all applicable statutes, court orders and case law. No access, disclosure or release of such information shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.
- 15.3 "Juvenile record information" is understood to include all records and data which identify the subject of the information, and associate the subject with any aspect of the administration of the Juvenile Court law of the State of California. Such information includes, but is not limited to, the subject's offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the individual, whether generated by CAPISTRANO USD or not.
- 15.4 All written materials pertaining to the Juvenile Probationers shall be placed in a secure and locked file when not in use, and access to such materials shall be limited to specified authorized staff.

16.0 MUTUAL INDEMNIFICATION

COUNTY shall indemnify, hold harmless and defend CAPISTRANO USD, its governing board, officers, agents and employees from any and all claims, demands, losses or liabilities for injury, death or damage arising out of the acts or omission to act by COUNTY agents or employees in carrying out this Agreement.

CAPISTRANO USD shall indemnify, hold harmless and defend COUNTY, its officers, agents and employees, from any and all claims, demands, losses or liabilities for injury, death or damages arising out of the acts or omission to act by CAPISTRANO USD'S agents or employees in carrying out this Agreement.

17.0 TERMINATION

- 17.1 Either party may terminate this Agreement, with or without cause, upon thirty (30) calendar days' written notice given to the other party.
- 17.2 In the event of termination of this Agreement, CAPISTRANO USD and COUNTY shall not be liable for services provided beyond the date of termination, except as may otherwise be provided in this Agreement.
- 17.3 The obligations pertaining to indemnification for, or defense of, causes of action accruing during the term of this Agreement, shall extend beyond the termination of this Agreement until fully performed.
- 17.4 Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or otherwise unavailable in the budget for COUNTY by any means whatsoever in any fiscal year covered by this Agreement, COUNTY will immediately notify CAPISTRANO USD of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY.
- 17.5 Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or otherwise unavailable in the budget for CAPISTRANO USD by any means whatsoever in any fiscal year covered by this Agreement, CAPISTRANO USD will immediately notify COUNTY of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CAPISTRANO USD.

18.0 NOTICES

- 18.1 All notices or demands to be given under this Agreement by any party to the other, shall be in writing and given either by: (a) personal service, or (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by any party may be changed by written notice given in accordance with the notice provisions of this Section.
- 18.2 Notices and payments to COUNTY shall be sent to the Probation Department addressed as follows:

Chief Probation Officer
Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711

18.3 Notices to CAPISTRANO USD shall be addressed as follows:

Mr. Joe Dixon, Executive Director Capistrano Unified School District 32972 Calle Perfecto San Juan Capistrano, CA 92675

19.0 THIRD PARTY RIGHTS

The parties intend not to create rights in, or to grant remedies to, any third party as beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

20.0 ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understandings of the parties, and is the total agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement or Exhibit A, whether written or verbal, by the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: Ju ()

DATED: 8-20-01

COUNTY OF ORANGE

BY: Stephani Savis

Stephanie Lewis Chief Probation Officer DATED:

EXHIBIT A:

MISCELLANEOUS ORDERS OF THE JUVENILE COURT RELATING TO JUVENILE COURT WORK PROGRAM

ORANGE APR 0.3 (037 ALAN SQUEES CLUB 200 OfficeriClerk K. Shipeld BY IC SHEFFIELD

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

SITTING AS THE JUVENILE COURT

MISCELLANEOUS ORDER - 633.3

JUVENILE COURT WORK PROGRAM TITLE:

CHIEF PROBATION OFFICER, COUNTY OF ORANGE TO:

FOR GOOD CAUSE SHOWN THEREFOR, IT IS HEREBY ORDERED that all minors, while participating in the Juvenile Court Work Program, shall obey the usual terms and conditions of probation, the rules of the work program, and the reasonable directions of Probation Department staff, and shall submit to search and seizure without cause.

IT IS FURTHER ORDERED that the administrator of the Juvenile Court Work Program is authorized to grant one day off the number of days the minor is ordered to serve on the Work Program for each four grades of "A" the minor earns, provided the minor has obeyed all other rules of the program.

1997. day of Dated this

Presiding Judge of the Juvenile Court

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

SITTING AS THE JUVENILE COURT

MISCELLANEOUS ORDER - 634.3

TITLE: JUVENILE COURT WORK PROGRAM FOR GRAFFITI ERADICATION

TO: CHIEF PROBATION OFFICER, COUNTY OF ORANGE

the Chief Probation Officer of the County of Orange, or his designee, is authorized to allow wards of the Juvenile Court, who have been ordered to participate in the Juvenile Court Work Program as a result of a sustained vandalism petition, to, instead, complete voluntary community service eradicating graffiti in or near their home communities subject to the following conditions:

- Wards with more than one sustained petition are not eligible;
- 2. Both the ward and his/her parent(s) must volunteer for the community service alternative and must agree, without reservation, to the following conditions:
 - Five hours of community service will be considered the equivalent of one day served on the Juvenile Work Program;
 - b. The voluntary community service must be completed at a rate of at least twenty hours per month; and,

Each ward must report service hours completed C. to the Probation Officer once each month as directed by the Probation Officer.

The Probation Officer will, without delay, schedule the ward to begin serving his/her entire Juvenile Court Work Program commitment in the event the ward fails to maintain a rate of twenty hours of community service per month or fails to report service hours as directed.

1997. day of

Ronald E.

Presiding Judge of the Juvenile Court

CRANCE AFR 0 3 1097 ALAN SLATETI TUMBURG Officer/Clerk BY K. SHEFFIELD

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TITLE: 12

TO:

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF ORANGE SITTING AS THE JUVENILE COURT MISCELLANEOUS ORDER - 635.3

VOLUNTARY JUVENILE COURT WORK PROGRAM

CHIEF PROBATION OFFICER, COUNTY OF ORANGE

The Orange County Probation Department has established a Voluntary Juvenile Court Work Program.

FOR GOOD CAUSE SHOWN THEREFOR, IT IS HEREBY ORDERED that the Chief Probation Officer, in his discretion, is authorized to allow wards of the Court to participate in said Voluntary Juvenile Court Work Program for a period not to exceed six (6) days in lieu of filing petitions for technical violations only, pursuant to Section 777 of the Welfare and Institutions Code.

1997. day of Dated this

Ronald E.

Presiding Judge of the Juvenile Court

EXHIBIT B

	Juvenile Court Work Program (JCWP) - Contract Renewal Re	eminder
		Den 1/2"
Date:	April 28, 2009	/ 1/

In accordance with Sections 1.0 and 17.0 of our JCWP contract with the County of Orange, the term of the contract is automatically renewed for 12 months beginning July 1 of each year, unless either party provides a 30-day notice of termination to the other party.

Effective July 1, 2009, we will no longer participate in JCWP services.

Expression of Continued Participation:



Telephone No.:

We wish to continue our participation in JCWP under the existing contract with the County of Orange, for the 12-month period of July 1, 2009 – June 30, 2010.

Expression of Termination of Participation:

(949) 234-9532

By (Name and Title): _	Mike Patton, Executive Diretor, Maintenance, Operations & Transportation
City/School District: _	Capistrano Unified School District, San Juan Capistrano, CA 92675
Address: _	32972 Calle Perfecto, San Juan Capistrano, CA 92675
E-mail Address:	mrpatton@capousd.org

Please return completed response by regular mail or e-mail to:

Orange County Probation Department
Attention: Rick Tran
Administrative and Fiscal Division/Contracts Services-NCFSO
P.O. Box 10260
Santa Ana, CA 92711
E-mail: rick.tran@prob.ocgov.com

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EXHIBIT C Page 1 of 2

STEPHANIE LEWIS CHIEF PROBATION OFFICER

TELEPHONE (714) 569-2000

1535 E. ORANGEWOOD AVENUE ANAHEIM, CA 92805

MAILING ADDRESS: P.O. BOX 10260 SANTA ANA, CA 92711-0260

PROBATION DEPARTMENT

March 10, 2005

Mr. Joe Dixon, Executive Director, Maintenance & Operations Capistrano Unified School District 32972 Calle Perfecto San Juan Capistrano, CA 92675

Re: Agreement between County of Orange and Capistrano Unified School District for the Provision of Juvenile Court Work Program Services - Proposed Rate Adjustment

Dear Mr. Dixon:

Pursuant to Minute Order Item Number 69 dated August 7, 2001, the Orange County Board of Supervisors approved the "Master Agreement for Juvenile Court Work Program (JCWP) Services," and authorized the Chief Probation Officer to execute specific agreements with public agencies. The County's specific JCWP agreement with Capistrano Unified School District (CAPISTRANO USD), based on the Master JCWP Agreement, commenced on July 1, 2001, and unless terminated, renews automatically in one-year increments as of July 1 each vear.

Section 4.3.2 of the JCWP Agreement between the County of Orange and CAPISTRANO USD states that "if a change in the maximum rate for JCWP services is approved by the Orange County Board of Supervisors, ADMINISTRATOR shall review and analyze the then-current full compensation rate charged by the COUNTY to CAPISTRANO USD. If such review and analysis indicate that an adjustment to the then-current full compensation rate charged to the CAPISTRANO USD for JCWP services is warranted, the COUNTY shall, no later than March 15 of the then-current one-year term of this Agreement, submit to CAPISTRANO USD a written notice of a proposed rate adjustment."

On November 23, 2004, the Orange County Board of Supervisors authorized a maximum fee of \$1,248.13 for JCWP services. At this time, we are proposing an adjustment of \$100.00 to increase the \$400.00 JCWP compensation rate currently charged to your agency since the inception of the agreement, for a new rate of \$500.00 per work crew day, to be effective as of July 1, 2005. As you can see, the proposed rate is well below the Board authorized maximum rate of \$1,248.13 per work crew-day, representing the actual cost of supervising each JCWP crew.

Section 4.3.2.1 of the Agreement also states that "CAPISTRANO USD shall issue a written response to COUNTY within sixty (60) calendar days after receipt of COUNTY'S notice of the proposed rate adjustment to the thencurrent full compensation rate charged by COUNTY to CAPISTRANO USD. If such response indicates an agreement with COUNTY'S proposed rate adjustment, the new full and discounted compensation rates shall become effective commencing July 1 of the succeeding one-year term of this Agreement."

Probation's JCWP office has indicated that your agency is agreeable to our proposed rate adjustment. Accordingly, we will appreciate a signed confirmation of your concurrence on page two of the two (2) originals provided by no later than May 15, 2005. You may retain one original set of this cover letter, which serves as notice of our proposed rate adjustment, and your signed concurrence for your records, and return the other set to Rosina Wong, Staff Analyst, at the above address. Thank you for your continuing support of this program.

STEPHANIE LEWIS for 5 Lew =

Chief Probation Officer

orig mailed 3/11/05 C to Juns C. 89

Confirmation of Rate Adjustment under the Agreement between County of Orange and Capistrano Unified School District for the Provision of Juvenile Court Work Program (JCWP) Services

THE CAPISTRANO UNIFIED SCHOOL DISTRICT AGREES TO THE RATE ADJUSTMENT PROPOSED BY THE COUNTY OF ORANGE, IN THE AMOUNT OF \$100.00 TO INCREASE THE \$400.00 COMPENSATION RATE CURRENTLY CHARGED FOR JCWP SERVICES, FOR A NEW RATE OF \$500.00 PER WORK CREWDAY, EFFECTIVE JULY 1, 2005.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:

JOE DIXON

Executive Director, Maintenance & Operations

COUNTY OF ORANGE

Bv:

STEPHANIE LEWIS

Chief Probation Officer

Dated:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of <u>July 11, 2011</u> Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

_		_	Original	Date of
<u>Name</u>	Position Title	Reason	Hire Date	<u>Separation</u>
1. Anderson, L.	Executive Secretary	Retirement	10/06/1986	07/04/2011
2. Apollo, Odette	Inst Asst	Layoff	02/15/2011	07/11/2011
Argent, Heidi	Presch Teacher	Layoff	02/03/2009	07/25/2011
4. Armbruster, Anita	Inst Asst	Voluntary	03/08/2011	06/05/2011
5. Austerman, Judith	Presch Teacher	Retirement	10/19/1998	06/23/2011
6. Badaluco, Helene	Independence Facilitator	Voluntary	09/28/2009	06/23/2011
7. Bandettini, S.	Independence Facilitator	Personal	11/16/2009	06/23/2011
8. Berger, Mary	Inst Asst	Layoff	01/14/2011	07/11/2011
9. Blackaby, E.	FS Worker	Moving	05/23/2006	06/23/2011
10. Booker, Alexis	Independence Facilitator	Personal	09/25/2009	06/23/2011
11. Boulgarides,	Blngl Comm Svcs	Layoff	02/28/2011	07/11/2011
Garbriela	Liaison	m i d	02/20/2011	07/02/0011
12. Britton, Kim	Independence Facilitator	Relocation	03/22/2011	06/23/2011
13. Butier, Amy	Independence Facilitator	Personal	02/05/2010	06/23/2011
14. Castro, Daniel	Inst Asst-Sp Ed	Voluntary	03/25/2010	06/23/2011
15. Cota Burciaga, A.	Independence Facilitator	Voluntary	09/21/2009	06/23/2011
16. Danford, Sara	Academic Advisor	Retirement	08/22/1988	06/30/2011
17. Danielson, Kristin	Inst Asst-Sp Ed	Personal	06/24/2010	06/23/2011
18. Escobar, Jose	Opportunity Asst	Voluntary	09/13/2001	06/22/2011
19. Eyraud, Lorilynn	Independence Facilitator	Deceased	11/20/2000	06/01/2011
20. Fogarty, Beth	Inst Asst	Layoff	04/25/2011	07/11/2011
21. Frey, Deborah	Nursing Spec	Layoff	10/22/2007	07/11/2011
22. Groff, Dana	Presch Resource Teacher	Layoff	11/29/2005	07/11/2011
23. Hamara, Karen	MS Campus Supvr	Exhausted Pd Leave	09/05/2006	02/11/2011
24. Henry, Lindsay	Inst Asst	Voluntary	11/08/2010	05/10/2011
25. Hunt, Pamela	Presch Teacher	Retirement	09/25/1989	07/01/2011
26. Jakovich, Jennifer	Presch Teacher	Layoff	09/06/2000	07/25/2011
27. James, Katharine	Inst Asst-Sp Ed	Voluntary	12/02/2010	05/30/2011
28. Jones, Donice	Inst Asst	Voluntary	12/15/2009	06/23/2011
29. Jones, Joan	Inst Asst	Layoff	02/23/2011	07/11/2011
30. Karamians, Amy	Inst Asst	Layoff	12/13/2010	07/11/2011
31. Ladowicz, K.	Independence Facilitator	Voluntary	11/08/2010	06/23/2011
32. Larkin, Cecily	Infant/Toddler Childcare	Layoff	09/15/2008	07/15/2011
22 MagCragor	Provider ES Flom Cashion	Other Empley	00/02/2009	06/22/2011
33. MacGregor- Matthews, N.	FS Elem Cashier	Other Employ	09/02/2008	06/23/2011
34. Marmolejo,	Blngl Comm Svcs	Voluntary	12/17/2007	05/20/2011
Marco	Liaison		A	
35. Martin, Janette	Inst Asst-Sp Ed	Personal	04/09/2001	07/22/2011
36. May, Rita	Inst Asst-ELD	Retirement	10/04/1984	06/23/2011
37. Merrill, Ann	FS Worker	Other Employ	10/14/2009	06/17/2011

Personnel Activity List Board of Trustees Regular Meeting of <u>July 11, 2011</u> Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

Original

Date of

Name	Position Title	Reason	Hire Date	<u>Separation</u>
38. Morain, Debra	HS Campus Supvr	Retirement	09/30/1985	06/22/2011
39. Morales, F.	Custodian I	Retirement	05/06/1986	07/01/2011
40. Ortega, Nicole	Health Asst	Voluntary	09/04/2007	05/16/2011
41. Perez, Aleida	Blngl Comm Svcs	Layoff	03/21/2011	07/11/2011
,	Liaison	•		
42. Pitman, Kristofer	Executive Director I	Personal	11/12/2008	07/01/2011
42 D M 1	Fiscal Svcs	T CC	01/02/2011	07/11/0011
43. Rogers, Mark	Inst Asst	Layoff	01/03/2011	07/11/2011
44. Sack, Jennifer	Academic Advisor	Voluntary	11/01/1999	07/01/2011
45. Stewart, Ashley	Inst Asst-Sp Ed Presch	Personal	12/13/2010	06/23/2011
46. Tarkington, C.	Job Tech I	Retirement	09/06/2001	06/22/2011
47. Thomas, Candice	Independence Facilitator	Retirement	09/09/1996	06/23/2011
48. Vazquez Paramio, Silvia	Blngl Inst Asst	Personal	11/29/2010	06/23/2011
49. Veth, Sara	Independence Facilitator	Personal	11/17/2010	06/23/2011
50. Watsek, Tamara	Sch Secretary I	Retirement	01/26/1998	06/28/2011
	•			
	<u>APPROVE EM</u>	<u>PLOYMENT</u>		
			Range	Effective
<u>Name</u>	Position-Part Time	Salary	Range Step	Effective <u>Date</u>
Name 51. Merchant, Susan	Position-Part Time HS Campus Supvr (9.5mo/15hpw)	Salary \$15.82 hr	•	
	HS Campus Supvr		<u>Step</u>	<u>Date</u>
51. Merchant, Susan	HS Campus Supvr (9.5mo/15hpw) Independence Facilitator	\$15.82 hr	<u>Step</u> R25-1	<u>Date</u> 05/23/2011
51. Merchant, Susan	HS Campus Supvr (9.5mo/15hpw) Independence Facilitator	\$15.82 hr	<u>Step</u> R25-1	<u>Date</u> 05/23/2011
51. Merchant, Susan	HS Campus Supvr (9.5mo/15hpw) Independence Facilitator	\$15.82 hr	Step R25-1 R22-1	Date 05/23/2011 05/24/2011
51. Merchant, Susan 52. Traner, Josephine	HS Campus Supvr (9.5mo/15hpw) Independence Facilitator (9.5mo/17.5hpw)	\$15.82 hr \$14.69 hr	Step R25-1 R22-1 Range	Date 05/23/2011 05/24/2011 Effective
51. Merchant, Susan 52. Traner, Josephine Name	HS Campus Supvr (9.5mo/15hpw) Independence Facilitator (9.5mo/17.5hpw) Recall from Layoff HS Campus Supvr	\$15.82 hr \$14.69 hr <u>Salary</u>	Step R25-1 R22-1 Range Step R25-5	Date 05/23/2011 05/24/2011 Effective Date 09/07/2011
51. Merchant, Susan 52. Traner, Josephine Name 53. LeDuc, Matthew	HS Campus Supvr (9.5mo/15hpw) Independence Facilitator (9.5mo/17.5hpw) Recall from Layoff HS Campus Supvr (9.5mo/40hpw)	\$15.82 hr \$14.69 hr <u>Salary</u> \$3,332.90 mo	Step R25-1 R22-1 Range Step R25-5 Range	Date 05/23/2011 05/24/2011 Effective Date 09/07/2011
51. Merchant, Susan 52. Traner, Josephine Name	HS Campus Supvr (9.5mo/15hpw) Independence Facilitator (9.5mo/17.5hpw) Recall from Layoff HS Campus Supvr	\$15.82 hr \$14.69 hr <u>Salary</u>	Step R25-1 R22-1 Range Step R25-5	Date 05/23/2011 05/24/2011 Effective Date 09/07/2011
51. Merchant, Susan 52. Traner, Josephine Name 53. LeDuc, Matthew	HS Campus Supvr (9.5mo/15hpw) Independence Facilitator (9.5mo/17.5hpw) Recall from Layoff HS Campus Supvr (9.5mo/40hpw)	\$15.82 hr \$14.69 hr <u>Salary</u> \$3,332.90 mo	Step R25-1 R22-1 Range Step R25-5 Range	Date 05/23/2011 05/24/2011 Effective Date 09/07/2011
51. Merchant, Susan 52. Traner, Josephine Name 53. LeDuc, Matthew	HS Campus Supvr (9.5mo/15hpw) Independence Facilitator (9.5mo/17.5hpw) Recall from Layoff HS Campus Supvr (9.5mo/40hpw) Position-Substitute	\$15.82 hr \$14.69 hr Salary \$3,332.90 mo	Step R25-1 R22-1 Range Step R25-5 Range Step	Date 05/23/2011 05/24/2011 Effective Date 09/07/2011 Effective Date
51. Merchant, Susan 52. Traner, Josephine Name 53. LeDuc, Matthew Name 54. Agrawal,	HS Campus Supvr (9.5mo/15hpw) Independence Facilitator (9.5mo/17.5hpw) Recall from Layoff HS Campus Supvr (9.5mo/40hpw) Position-Substitute Independence Facilitator	\$15.82 hr \$14.69 hr Salary \$3,332.90 mo Salary \$14.69 hr	Step R25-1 R22-1 Range Step R25-5 Range Step R25-5	Date 05/23/2011 05/24/2011 Effective Date 09/07/2011 Effective Date 05/25/2011
51. Merchant, Susan 52. Traner, Josephine Name 53. LeDuc, Matthew Name 54. Agrawal,	HS Campus Supvr (9.5mo/15hpw) Independence Facilitator (9.5mo/17.5hpw) Recall from Layoff HS Campus Supvr (9.5mo/40hpw) Position-Substitute Independence Facilitator Inst Asst-Sp Ed	\$15.82 hr \$14.69 hr <u>Salary</u> \$3,332.90 mo <u>Salary</u> \$14.69 hr \$13.98 hr	Step R25-1 R22-1 Range Step R25-5 Range Step R25-1 R20-1	Date 05/23/2011 05/24/2011 Effective Date 09/07/2011 Effective Date 05/25/2011 05/25/2011

Personnel Activity List Board of Trustees Regular Meeting of <u>July 11, 2011</u> Classified Employees

APPROVE EMPLOYMENT (Cont.)

Name	Position-Substitute	Salary	Range Step	Effective <u>Date</u>
56. Belan, Vladimir	Independence Facilitator	\$14.69 hr	R22-1	05/26/2011
,	Inst Asst-Sp Ed	\$13.98 hr	R20-1	05/26/2011
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	05/26/2011
57. Bennett, Hayley	Student Supvr	\$10.00 hr		06/07/2011
58. Bunyan, Daryl	Independence Facilitator	\$14.69 hr	R22-1	05/24/2011
3 , 3	Inst Asst-Sp Ed	\$13.98 hr	R20-1	05/24/2011
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	05/24/2011
59. Dale, Mary	Independence Facilitator	\$14.69 hr	R22-1	06/16/2011
•	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/16/2011
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	06/16/2011
60. Danford, Sara	Academic Advisor	\$20.25 hr	R35-1	07/01/2011
61. Davis, Lisa	Student Supvr	\$10.00 hr		06/23/2011
62. Domenichini,	Student Supvr	\$10.00 hr		04/26/2011-
Cathy	•			06/23/2011
63. Eichstadt, Diane	Clerk	\$15.06 hr	R23-1	05/06/2011-
				06/23/2011
64. Espinoza, Martha	FS Worker	\$12.06 hr	R14-1	06/16/2011
65. Farias, Margarita	Student Supvr	\$10.00 hr		06/07/2011
66. Healey, Stacey	Student Supvr	\$10.00 hr		05/24/2011
67. Hollingsworth, J.	Independence Facilitator	\$14.69 hr	R22-1	06/03/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/03/2011
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	06/03/2011
68. Hunt, Pamela	Presch Teacher	\$18.35 hr	R31-1	07/02/2011
69. Kounlavouth,	Independence Facilitator	\$14.69 hr	R22-1	06/02/2011
Roslie	Inst Asst-Sp Ed	\$13.98 hr	R20-1	06/02/2011
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	06/02/2011
70. LaMotte, Sandra	Clerk	\$15.06 hr	R23-1	09/07/2011
71. MacGregor- Matthews, N.	FS Elem Cashier	\$12.67 hr	R16-1	06/24/2011
72. Migliaccio, V.	Student Supvr	\$10.00 hr		06/23/2011
73. Mondino, Micky	Student Supvr	\$10.00 hr		05/17/2011
74. Morain, Debra	HS Campus Supvr	\$15.82 hr	R25-1	06/23/2011
75. Panov, Brooke	Student Supvr	\$10.00 hr		06/13/2011
76. Parks, Shannon	Independence Facilitator	\$14.69 hr	R22-1	05/24/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	05/24/2011
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	05/24/2011
77. Prescott, Amanda	Student Supvr	\$10.00 hr		05/17/2011
78. Rashtian, Kathy	Student Supvr	\$10.00 hr		01/12/2011
79. Rendon, A.	FS Worker	\$12.06 hr	R14-1	06/14/2011
80. Rousseau, Sandra	FS Worker	\$12.06 hr	R14-1	09/06/2011
81. Smeltzer, Cindy	MS Library Tech	\$16.21 hr	R26-1	02/15/2011

Personnel Activity List Board of Trustees Regular Meeting of <u>July 11, 2011</u> Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	Position-Substitute	<u>Salary</u>	Range <u>Step</u>	Effective <u>Date</u>
82. Toscano Barbosa, Alejandra	Inst Asst-Sp Ed	\$13.98 hr	R20-1	05/20/2011
83. Vargas, Sonia	Student Supvr	\$10.00 hr		05/13/2011
				Effective
<u>Name</u>	Position-Short Term	<u>Salary</u>		<u>Date</u>
84. Askin, Spencer	ASB Worker	\$10.00 hr	•	01/03/2011- 06/22/2011
85. Davies-Morris, Brittany	ASB Worker	\$10.00 hr		02/26/2011- 05/06/2011
86. Gilman, Steven	ASB Worker	\$10.00 hr		03/01/2011- 05/06/2011
87. Melody, Timothy	ASB Worker	\$10.00 hr		02/26/2011-
88. Owens, John	ASB Worker	\$10.00 hr		05/06/2011 04/27/2011-
89. Payne, Ronald	ASB Worker	\$10.00 hr		05/10/2011 02/26/2011-
90. Pomeroy, Robert	ASB Worker	\$10.00 hr		05/06/2011 02/26/2011-
91. Rusinkovich, Jake	ASB Worker	\$10.00 hr		05/13/2011 05/09/2011-
				05/27/2011
92. Rusinkovich, John	ASB Worker	\$10.00 hr		05/09/2011- 05/27/2011
93. Metzger, Heather	Student Supvr	\$10.00 hr		09/07/2011
94. Parks, Shannon	Student Supvr	\$10.00 hr		05/16/2011
95. Rodriguez, Amy	Student Supvr	\$10.00 hr		09/07/2011
96. Bourgeois,	Student Worker	\$ 8.00 hr		05/01/2011-
Samantha				05/30/2011
97. Collins, Mamie	Student Worker	\$ 8.00 hr		05/19/2011-
				06/30/2011
98. Dobias, Joshua	Student Worker	\$ 8.00 hr		05/09/2011-
				06/30/2011
99. Dooney, Tanner	Student Worker	\$ 8.00 hr		06/02/2011-
				06/30/2011
100. Farias-Sanchez,	Student Worker	\$ 8.00 hr		05/12/2011-
Isidro	G 1			06/30/2011
101. Gonzalez-Reyna,	Student Worker	\$ 8.00 hr		05/19/2011-
Jose				06/30/2011

Personnel Activity List Board of Trustees Regular Meeting of <u>July 11, 2011</u> Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	Position-Short Term	<u>Salary</u>		<u>Date</u>
102. Heredia-Silva, Oscar	Student Worker	\$ 8.00 hr		05/09/2011- 06/30/2011
103. Hernandez- Ramirez, Michael	Student Worker	\$ 8.00 hr		05/09/2011- 06/30/2011
104. Hernandez-Lopez, Ashlit	Student Worker	\$ 8.00 hr		05/09/2011- 06/30/2011
105. Martinez, Roberto	Student Worker	\$ 8.00 hr		05/16/2011- 06/30/2011
106. O'Campo, Jasmin	Student Worker	\$ 8.00 hr		05/26/2011- 06/30/2011
107. Quero-Jimenez, Miguel	Student Worker	\$ 8.00 hr		05/19/2011- 06/30/2011
108. Ramirez-Manzo, Edgar	Student Worker	\$ 8.00 hr		05/11/2011- 06/30/2011
109. Rivera-Porras, Carlos	Student Worker	\$ 8.00 hr		05/19/2011- 06/30/2011
110. Rosenlieb, Martin	Student Worker	\$ 8.00 hr		05/19/2011- 06/30/2011
111. Stepaniuk, Mariah	Student Worker	\$ 8.00 hr		05/19/2011- 05/30/2011
				00/30/2011
Nama	Position-	Lagation	Colomi	Effective
Name 112. DeLancellotti, Amanda	Co-Curricular Softball, Girls Varsity Asst	Location San Clemente HS	<u>Salary</u> \$3,044	<u>Date</u> 02/14/2011- 05/13/2011
	APPROVE PR	<u>OMOTION</u>		
	Former		Range	Effective
<u>Name</u>	<u>Classification</u>	Promotion	<u>Step</u>	<u>Date</u>
113. Escobedo, Gerardo	Custodian I (Temp/40hpw)	Custodian III (Temp/40hpw)	R30-5	05/09/2011- 05/20/2011
114. Fadich, Eti	FS Worker (9.5mo/30hpw)	Lead FS Worker II (Temp/40hpw)	R31-1	05/16/2011- 06/22/2011
115. Hunn, Dawn	Health Asst (9.5mo/17.5hpw)	Sch Secretary II (10mo/40hpw)	R29-10	08/25/2011
116. Johnson, Wendy	Inst Asst (9.5mo/17.5hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-1	05/25/2011
117. Vega, Jesus	Custodian I (12mo/40hpw)	Custodian III (Temp/40hpw)	R30-6	03/01/2011- 04/24/2011

Effective

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of <u>July 11, 2011</u> Classified Employees

APPROVE PROMOTION (Cont.)

<u>Name</u>	Former <u>Classification</u>	Promotion	Range Step	Effective <u>Date</u>	
118. Weiske, Marla	Health Asst (9.5mo/17.5hpw)	Sch Secretary I (10mo/40hpw)	R27-6	08/25/2011	
APPROVE ASSIGNMENT ADJUSTMENT					
<u>Name</u>	Former <u>Classification</u>	Assignment Adjustment	Range Step	Effective <u>Date</u>	
119. Bohn, Julia	Independence Facilitator (9.5mo/17.5hpw)	Independence Facilitator	R22-1	05/27/2011	

APPROVE REDUCTION IN HOURS IN LIEU OF LAYOFF

(9.5mo/32.5hpw)

NI	Former	Current	Range	Effective
Name	Classification	Classification	<u>Step</u>	<u>Date</u>
120. Ayala, Nancy	Inst Asst-Presch	Inst Asst-Presch	R20-3	09/07/2011
	(12mo/19.5hpw)	(9.5mo/17.5hpw)		
121. Azzazy, Amparo	Blngl Comm Svcs	Blngl Comm Svcs	R23-6	09/07/2011
	Liaison	Liaison		
	(9.5mo/19.5hpw)	(9.5mo/17.5hpw)		
122. Bandaruk, Rita	Inst Asst-Presch	Inst Asst-Presch	R20-1	09/07/2011
	(9.5mo/15hpw)	(9.5mo/10.5hpw)		
123. Becerra, Cecilia	Presch Teacher	Presch Teacher	R31-5	09/07/2011
	(12mo/30hpw)	(9.5mo/30hpw)		
124. Bellah, Martha	Inst Asst-Presch	Inst Asst-Presch	R20-2	09/07/2011
	(9.5mo/15hpw)	(9.5mo/10.5hpw)		
125. Burns, Brittney	Inst Asst-Presch	Inst Asst-Presch	R20-1	09/07/2011
	(9.5mo/17.5hpw)	(9.5mo/10hpw)		
126. Cervantes, Martha	Presch Teacher	Presch Teacher	R31-10	09/07/2011
	(12mo/30hpw)	(9.5mo/30hpw)		
127. Crowe, Carmen	Blngl Comm Svcs	Blngl Comm Svcs	R23-14	09/07/2011
	Liaison	Liaison		
	(9.5mo/30hpw)	(9.5mo/17.5hpw)		
128. Cruz, Janeth	Blngl Inst Asst-Presch	Blngl Inst Asst-	22-4	09/07/2011
	(12mo/19.5hpw)	Presch		
		(9.5mo/17.5hpw)		
129. Dix, Sonia	Inst Asst-Presch	Inst Asst-Presch	R20-3	09/07/2011
	(9.5mo/15hpw)	(9.5mo/10hpw)		

Personnel Activity List Board of Trustees Regular Meeting of <u>July 11, 2011</u> Classified Employees

APPROVE REDUCTION IN HOURS IN LIEU OF LAYOFF (Cont.)

<u>Name</u>	Former <u>Classification</u>	Current Classification	Range Step	Effective <u>Date</u>
130. Gast, Lucibel	Blngl Comm Svcs Liaison (9.5mo/19.5hpw)	Blngl Comm Svcs Liaision (9.5mo/17.5hpw)	R23-4	09/07/2011
131. Ghaffarian, Sonbol	Inst Asst-Presch (12mo/19.5hpw)	Inst Asst-Presch (9.5mo/17.5hpw)	R20-9	09/07/2011
132. Hankins, Heather	Inst Asst-Presch (9.5mo/17.5hpw)	Inst Asst-Presch (9.5mo/10hpw)	R20-1	09/07/2011
133. Hayes, Natalie	Presch Teacher (12mo/30hpw)	Presch Teacher (9.5mo/30hpw)	R31-10	09/07/2011
134. Karlous, Theolla	Inst Asst-Presch (9.5mo/15hpw)	Inst Asst-Presch (9.5mo/10.5hpw)	R20-2	09/07/2011
135. Kebler, Quincy	Presch Teacher (12mo/30hpw)	Presch Teacher (9.5mo/30hpw)	R31-14	09/07/2011
136. Landeros, Beatriz	Blngl Clerk (10mo/40hpw)	Blngl Clerk (10mo/17.5hpw)	R25-20	08/25/2011
137. McMurray, Joyce	Nursing Spec (9.5mo/40hpw)	Nursing Spec (9.5mo/30hpw)	R51-6	09/07/2011
138. Nikkhah, Mahtab	Inst Asst-Presch (12mo/19.5hpw)	Inst Asst-Presch (9.5mo/10.5hpw)	R20-2	09/07/2011
139. Noorzad, M.	Presch Teacher (12mo/30hpw)	Presch Teacher (9.5mo/30hpw)	R31-10	09/07/2011
140. Palacios, Cynthia	Inst Asst-Presch (12mo/19.5hpw)	Inst Asst-Presch (9.5mo/17.5hpw)	R20-3	09/07/2011
141. Palomo, Mary	Blngl Comm Svcs Liaison (9.5mo/30hpw)	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	R23-15	09/07/2011
142. Postigo, Amy	Inst Asst-Presch (12mo/19.5hpw)	Inst Asst-Presch (9.5mo/17.5hpw)	R20-3	09/07/2011
143. Reategui Alva, C.	Blngl Comm Svcs Liaison (9.5mo/19.5hpw)	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	R23-2	09/07/2011
144. Reyna, Jasmin	Inst Asst-Presch (9.5mo/15hpw)	Inst Asst-Presch (9.5mo/10hpw)	R20-3	09/07/2011
145. Reza, Margarita	Inst Asst-Presch (12mo/19.5hpw)	Inst Asst-Presch (9.5mo/17.5hpw)	R20-5	09/07/2011
146. Sanchez- Martinez, Sandra	Blngl Inst Asst-Presch (12mo/19.5hpw)	Blngl Inst Asst- Presch (9.5mo/17.5hpw)	R22-5	09/07/2011
147. Serrano, Maria	Presch Teacher (12mo/30hpw)	Presch Teacher (9.5mo/30hpw)	R31-4	09/07/2011

Personnel Activity List Board of Trustees Regular Meeting of <u>July 11, 2011</u> Classified Employees

APPROVE REDUCTION IN HOURS IN LIEU OF LAYOFF (Cont.)

<u>Name</u>	Former <u>Classification</u>	Current Classification	Range <u>Step</u>	Effective <u>Date</u>
148. Sherwood, Virgina	Presch Teacher (12mo/30hpw)	Presch Teacher (9.5mo/30hpw)	R31-20	09/07/2011
149. Torres, Rocio	Inst Asst-Presch (12mo/19.5hpw)	Inst Asst-Presch (9.5mo/17.5hpw)	R20-5	09/07/2011
150. VanScheik, Jessie	Inst Asst-Presch (9.5mo/15hpw)	Inst Asst-Presch (9.5mo/10.5hpw)	R20-2	09/07/2011
151. Vega, Irene	Inst Asst-Presch (12mo/19.5hpw)	Inst Asst-Presch (9.5mo/17.5hpw)	R20-6	09/07/2011
152. Wade, Teresa	Blngl Inst Asst-Presch (12mo/19.5hpw)	Blngl Inst Asst- Presch (9.5mo/17.5hpw)	R22-9	09/07/2011

APPROVE DISPLACEMENT IN LIEU OF LAYOFF

Name	Former Classification	Current <u>Classification</u>	Range Step	Effective <u>Date</u>
153. Darling, Martha	Nursing Spec (11mo/30hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-4	09/07/2011
154. Mickle, Jacqueline	Presch Resource Teacher (9.5mo/30hpw)	Independence Facilitator (9.5mo/30hpw)	R22-3	09/07/2011

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	Additional <u>Assignment</u>	Range <u>Step</u>	Effective <u>Date</u>
155. Casarrubias- Quinn, Olivia	Blngl Clerk NTE 80hrs (Translation)	R25-6	07/01/2011- 09/06/2011
156. Diaz, Martha	Testing Asst NTE 200hrs (CELDT testing EL students)	R19-20	07/01/2011- 09/06/2011
157. Hernandez, M.	Testing Asst NTE 200hrs (CELDT testing EL students)	R19-10	07/01/2011- 09/06/2011
158. Mejia, Rebeca	Testing Asst NTE 200hrs (CELDT testing EL students)	R19-15	07/01/2011- 09/06/2011
159. Muniz, Maria	Testing Asst NTE 200hrs (CELDT testing EL students)	R19-4	07/01/2011- 09/06/2011
160. Novack, Mary	Testing Asst NTE 200hrs (CELDT testing EL students)	R19-15	07/01/2011- 09/06/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of <u>July 11, 2011</u> Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)

	Additional	Range	Effective
<u>Name</u>	<u>Assignment</u>	<u>Step</u>	<u>Date</u>
161. Parsons, Alma	Testing Asst	R19-6	07/01/2011-
	NTE 100hrs (CELDT testing EL students)		09/06/2011
162. Smith, Susan	Testing Asst	R19-10	07/01/2011-
	NTE 200hrs (CELDT testing EL students)		09/06/2011
163. Violette, Jan	Testing Asst	R19-1	07/01/2011-
	NTE 200hrs (CELDT testing EL students)		09/06/2011

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT PAY AT REGULAR RATE OF PAY

Name	Additional Assignment	Effective <u>Date</u>
164. Armbruster, Anita	Inst Asst NTE 5hrs (Update student log-in information)	04/14/2011- 04/26/2011
165. Atchity, Shauna	Independence Facilitator	05/10/2011-
166. Barber, Angela	NTE 2hrs 45min (Accompany student on field trip) Inst Asst	05/10/2011 05/01/2011-
167. Becerra, Ceci	NTE 1.5hpw (Additional hours through RMIQ Foundation) Presch Teacher	06/23/2011 04/18/2011-
168. Burton, Irma	NTE 15hrs (Prep for parent-child class) Blngl Inst Asst	06/30/2011 09/08/2011-
169. Casarrabias-	NTE 12hrs (Translation) Presch Teacher	06/24/2011 04/18/2011-
Quinn, Olivia 170. Cervantes, Martha	NTE 30hrs (Prep for parent-child class) Presch Teacher	06/30/2011 04/18/2011-
171. Diaz, Martha	NTE 30hrs (Prep for parent-child class) Blngl Inst Asst	06/30/2011 08/02/2011-
172. Forbes, Kathryn	NTE 20hrs (Parenting program) Inst Asst	09/30/2011 08/15/2011-
173. Gonzalez, B.	NTE 48hrs (Prep for summer school) Presch Teacher	09/01/2011 04/18/2011-
174. Ibara, Amy	NTE 15hrs (Prep for parent-child class) Presch Teacher	06/30/2011 04/18/2011-
175. Jurdi, Ghada	NTE 15hrs (Prep for parent-child class) Presch Teacher	06/30/2011 04/18/2011-
176. Kebler, Quincy	NTE 30hrs (Prep for parent-child class) Presch Teacher	06/30/2011
•	NTE 15hrs (Prep for parent-child class)	04/18/2011- 06/30/2011
177. Landeros, Beatriz	Blngl Clerk NTE 48hrs (Prep for summer school)	08/15/2011- 09/01/2011

Personnel Activity List Board of Trustees Regular Meeting of <u>July 11, 2011</u> Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.) PAY AT REGULAR RATE OF PAY

	Additional	Effective
<u>Name</u>	Assignment	<u>Date</u>
178. Lee, Nancy	Presch Teacher	04/18/2011-
	NTE 30hrs (Prep for parent-child class)	06/30/2011
179. Mar, Araceli	Blng Clerk	05/01/2011-
	NTE 20hrs (End of year projects)	06/23/2011
180. Pontecorvo, D.	Independence Facilitator	05/10/2011-
	NTE 2hrs (Accompany student on field trip)	05/10/2011
181. Reategui, Alonso	Blngl Comm Svcs Liaison	05/02/2011-
	NTE 32hrs (Assist with senior activities)	06/22/2011
182. Rios,Amanda	Presch Teacher	04/18/2011-
	NTE 30hrs (Prep for parent-child class)	06/30/2011
183. Rodriguez,	Storekeeper/Delivery Driver	06/24/2011-
Octavio	NTE 40hpw (Deliver food)	09/01/2011
184. Sall, Sam	Storekeeper/Delivery Driver	06/24/2011-
	NTE 40hpw (Deliver food)	09/01/2011
185. Sanchez, Jose	Storekeeper/Delivery Driver	06/24/2011-
	NTE 40hpw (Deliver food)	09/01/2011
186. Sandino, Claudia	Blngl Comm Svcs Liaison	05/23/2011-
	NTE 50hrs (Translation)	06/30/2011
187. Sosa, Cesar	Storekeeper/Delivery Driver	06/24/2011-
	NTE 40hpw (Deliver food)	09/01/2011
188. Vazquez, Obdulia	Blngl Comm Svcs Liaison	07/01/2011-
	NTE 30hrs (GED testing)	09/06/2011
189. Verdugo, Annie	Blngl Inst Asst	07/01/2011-
	NTE 180hrs (Written Spanish translations)	09/06/2011
190. Weiske, Marla	Health Asst	02/17/2011-
	NTE 17.5hpw (Added hours by Gift account)	06/23/2011

APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED FOR VACANT POSITION OR ABSENT EMPLOYEE

<u>Name</u>	Current Assignment	Sub Classification	Range <u>Step</u>	Effective <u>Date</u>
191. Romero, M.	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	Elem Sch Clerk	R26-6	04/11/2011
192. Szabo, Susan	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator	R22-1	09/05/2010- 06/22/2011
193. Willment, Marisa	Health Asst (9.5mo/17.5hpw)	Clerk	R23-1	05/17/2011- 06/23/2011

Personnel Activity List Board of Trustees Regular Meeting of <u>July 11, 2011</u> Classified Employees

APPROVE SUMMER EMPLOYMENT

<u>Name</u>	Position	<u>Salary</u>	Range <u>Step</u>	Effective <u>Date</u>
194. Gruden, Norma	Inst Asst	\$19.19 hr	R19-15	08/15/2011- 09/01/2011
195. Landeros, B.	Blngl Clerk	\$22.81 hr	R25-20	08/15/2011- 09/01/2011
196. Lopez, Laura	Presch Teacher	\$24.59 hr	R31-10	06/27/2011- 07/22/2011
197. Lowe, Debbie	Inst Asst-Presch	\$18.74 hr	R20-10	06/27/2011- 07/22/2011

Personnel Activity List Board of Trustees Regular Meeting, <u>July 11, 2011</u> Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position</u>	<u>Reason</u>	Date of Employment	Date of Separation
1. Barker, Karoline	Teacher	Retirement	10/18/1996	06/25/2011
2. Barnes, Cheryl	Teacher	Retirement	08/31/1990	06/25/2011
3. Burnette, David	Teacher	Personal	08/29/2007	06/23/2011
4. Carlson, Tamara	Teacher	Retirement	09/03/1986	06/23/2011
5. DeNicola, Beverly	Principal	Retirement	02/03/1992	05/04/2011
6. Fitch, Charles	Teacher	Retirement	09/08/1975	06/24/2011
7. Illig, Andre	Teacher	Other Employ	08/22/2003	06/30/2011
8. Maggay, Mary	Teacher	Retirement	08/30/2002	06/24/2011
9. Muntean, Catherine	Teacher	Retirement	12/02/1980	06/25/2011
Puckett, Linda	Speech Path	Retirement	09/04/1980	06/25/2011
11. Ray, Judy	Teacher	Retirement	09/04/1998	06/25/2011
12. Reece, Megan	Speech Path	Relocation	08/28/2006	06/01/2011
13. Townsend, Amy	Teacher	Relocation	02/07/2000	06/23/2011
14. Vanderpool, Celia	Teacher	Retirement	09/11/1973	06/25/2011
15. Wiesner, Maria	Teacher	Relocation	08/30/2002	06/24/2011
16. Yontos-Howie, Jonda	Teacher	Relocation	09/03/1996	06/01/2011

APPROVE EMPLOYMENT

<u>Name</u>	1 st Year <u>Probationary</u>	Annual Salary	Column/Step	Effective Date
17. Clark, Chelsea	Speech Path	\$75,653.00	SP-3	08/30/2011
18. Marsden, Claire	Speech Path	\$70,892.00	SP-1	08/30/2011
19. Smith, Whitney	Speech Path	\$70,892.00	SP-1	08/30/2011
20. Wilmot, Erica	Speech Path	\$73,232.00	SP-2	08/30/2011

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

21. Besseling, Quirne24. McKeon, Gail22. Fatehi, Brenda25. Meissner, Andrea23. James, Doug26. Whitesell, Mary

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

27. Anastopoulos, Perry52. Liang, Kari28. Angeles, Vanessa-Joyce53. Mack, Joie

Personnel Activity List Board of Trustees Regular Meeting, <u>July 11, 2011</u> Certificated Employees

APPROVE SUBSTITUTE TEACHERS (Cont.)

Pay @ \$90.00 per day

54. Mattair, Laura 55. Miller, Michael 56. Nguyen, Mai 57. Oldroyo, Cory 58. Page, Rachelle 59. Pak, Lindsey 60. Patel, Keena 61. Pham, Lien 62. Quinn, Traci 63. Reeder, Clare 64. Rypinski, Michelle 65. Sandell, Shira 66. Schmitt, Lindsay 67. Schumacher, Holly 68. Tran, Sophia 69. Urman, Jennifer 70. Venanzi, Dean 71. Vilander, Katherine 72. Walker, Michelle 73. West, Ashley

APPROVE 6/5^{ths} ASSIGNMENT 2nd SEMESTER

77. Stegner, Susan**

46. Hicks, Kim

47. Hill, Katherine

48. Holman, Lori

49. Jobst, Steven 50. Kent, Jacquelyn

51. Lavrov, Eduard

78. Volebregt, Kirschel**

74. White, Jennifer

76. Zapel, Kallila

75. Winchester, Kimberlee

APPROVE SUMMER SCHOOL

Summer School Intervention Program-Kinoshita Elem NTE 60 hours administrator pay @ \$55.00 per hour 08/15/2011-09/01/2011

79. Pedraza, Jose Luis

^{*}Special Education Teacher

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

Personnel Activity List Board of Trustees Regular Meeting, <u>July 11, 2011</u> Certificated Employees

APPROVE SUMMER SCHOOL (Cont.)

Summer School Intervention Program-Kinoshita Elem NTE 6 hours non-instructional pay @ \$30.00 per hour 08/15/2011-09/01/2011

80. Von Hofwegen, Martyne

Summer School Intervention Program-Kinoshita Elem NTE 48 hours instructional pay @ \$35.00 per hour 08/15/2011-09/01/2011

81. Fatehi, Brenda

82. Von Hofwegen, Martyne

Summer School Intervention Program-RH Dana Elem NTE 26 hrs @ \$18.00 per hour 08/01/2011-09/01/2011

83. Roppa, Susan

Summer School Intervention Program-RH Dana Elem NTE 2 hrs non-instructional pay @ \$30.00 per hour 08/01/2011-08/19/2011

84. Beltran, Antonio85. Class, Mary

86. Cooper, Stephanie

87. Granja, Patricia

88. Groves, Kelli

89. Lukens, Cynthia

90. McGaffin, Jan

Summer School Intervention Program-RH Dana Elem NTE 24 hrs instructional pay @ \$35.00 per hour 08/22/2011-09/01/2011

91. Beltran, Antonio96. Knox, Vanessa92. Class, Mary97. Lukens, Cynthia93. Cooper, Stephanie98. McGaffin, Jam94. Granja, Patricia99. Paradise, Susan95. Groves, Kelli100. Semas, Andrea

Personnel Activity List Board of Trustees Regular Meeting, <u>July 11, 2011</u> Certificated Employees

APPROVE SUMMER SCHOOL (Cont.)

Summer School Intervention Program-San Juan Elem NTE 52.5 hours instructional pay @ \$35.00 per hour 08/08-08/31/2011

101. Camacho, Isis	110. Hernandez, Norma
102. Cantoran, Rene	111. Martinez-Ramirez, Saul
103. DeLoye, Lisette	112. Perez, Carmen
104. Derrig, Sophia	113. Porter, jacqueline
105. Diaz, Monica	114. Ramirez, Theresa
106. Hernandez, Norma	115. Reina, Renato
107. Gearn, Gina	116. Sandoval, Rocio
108. Gonzalez, Joann	117. Tawil, Grace
109. Hamidi, Luz	118. Ward, Yesenia

Summer School Intervention Program-Tesoro HS NTE 82 hours administrator pay @ \$55.00 per hour 07/01/2011-07/29/2011

119. Reed, Heidi 120. Zendner, Ann

Summer Program-Adult Ed/ Community Ed \$29.00 per hour 06/27/2011-07/29/2011

121. Christman, Merry 122. Moe, Lori

Summer Program-Adult Ed/ Community Ed NTE 39 hours Adult Ed pay @ \$30.00 per hour 06/27/2011-07/29/2011

123. Ambrosini, Linda

Summer Program-Adult Ed/ Community Ed NTE 59 hours Adult Ed pay @ \$31.00 per hour 06/27/2011-07/29/2011

124. Corrales, Javier 126. Easley, Mary Ann 125. Dempsey, Patrice

Personnel Activity List Board of Trustees Regular Meeting, <u>July 11, 2011</u> Certificated Employees

APPROVE SUMMER SCHOOL (Cont.)

Summer Program-Adult Ed/ Community Ed NTE 39 hours Adult Ed pay @ \$32.00 per hour 06/27/2011-07/29/2011

127. Adamo, Marilyn	139. Luttrell, John
128. Busch, Marc	140. McDevitt, Nicole
129. Caravalho, Mary	141. McPhillips, Nancy
130. Cuthbertson, Denise	142. Melberg, Nadine
131. Dempsey, Patrice	143. Rice, Janet
132. Futami, Kimbely	144. Skaron, Debbie
133. Hanson, Kathy	145. Tomlison-Segura, K.
134. Hochgesang, Barbara	146. Vermeulen, Don
135. Ibbotson, Jill	147. Violette, Jan
136. Istrate, Lavinia	148. Waterbury, Linda
137. LeVeque, Maryly	149. Wolley, Dianne
138. Lopata, Kelley	150. Woodward, Ginni

Preschool Summer Assessments-Special Education NTE 170 hours pay per diem rate 06/24/2011-08/31/2011

151. Antonius, Lynda154. Eaton, Andrea152. Bland, Lisa155. Sternberg, Joan

153. Brown, Susie

APPROVE ADDITIONAL ASSIGNMENTS

156. <u>Proctor AP Tests-Capistrano Valley HS</u> NTE 117 hours instructional pay @ \$18.00 per hour	05/02/2011- 05/20/2011
157. Attend Keystone Training-Elementary Services NTE 2 hours non-instructional pay @ \$30.00 per hour	04/21/2011
158. Complete Blueproof Data Input-Education Division NTE 8.5 hours non-instructional pay @ \$30.00 per hour	06/06/2011- 06/30/2011
159. Mentoring for Transition Prep Program-Education Division NTE 27 hours non-instructional pay @ \$30.00 per hour	02/01/2011- 05/01/2011

Personnel Activity List Board of Trustees Regular Meeting, <u>July 11, 2011</u> Certificated Employees

APPROVE ADDITIONAL ASSIGNMENT (Cont.)

Complete ELD Site Requirements-Don Juan Avila Elem NTE 20 hours non-instructional pay @ \$30.00 per hour 05/02/2011-06/23/2011

160. Wilson, Trina Jo

<u>Teach After School Class-Las Palmas Elem</u> NTE 50 hours instructional pay @ \$35.00 per hour 03/28/2011-06/23/2011

161. Paz Soldan, Paola

Teach After School Class-Las Palmas Elem NTE 40 hours @ 18.00 per hour 03/16/2011-06/23/2011

162. Cornejo, Eduardo

Teach After School Class-San Juan Elem NTE 1 hour @ \$18.00 per hour 04/18/2011

163. Elder, Anna

<u>Teach After School Class-Marco Forster MS</u> NTE 40 hours instructional pay @ \$35.00 per hour 03/23/2011-06/22/2011

164. Foster, Lindsey

ELD Advisor-Niguel Hills MS

NTE 20 hours non-instructional pay @ \$30.00 per hour

09/08/2010-06/23/2011

165. Freeman, Denene

Teach After School Class-Shorecliffs MS

NTE 20 hours instructional pay @ \$35.00 per hour

04/01/2011-05/10/2011

166. Morales, Thomas

Prep Students for Science Olympiad Competition-Aliso Niguel HS
NTE 80 hours instructional pay @ \$35.00 per hour
02/01/2011-06/24/2011

167. Henson, Tom

ADD SIOP Observations-Aliso Niguel HS
NTE 24 hours non-instructional pay @ \$30.00 per hour
11/01/2010-06/23/2011

168. Arena, Franco

169. Schrieman, Courtney

Personnel Activity List Board of Trustees Regular Meeting, <u>July 11, 2011</u> Certificated Employees

APPROVE ADDITIONAL ASSIGNMENT (Cont.)

Teach Saturday School-Aliso Niguel HS
NTE 40 hours instructional pay @ \$35.00 per hour
02/07/2011-06/23/2011

170. Martin, Debra

AP Student Review-Capistrano Valley HS NTE 5 hours instructional pay @ \$35.00 per hour 04/01/2011-05/31/2011

171. Carson, Megan177. Marsing, Deborah172. Corbett, James178. Marzolo, Gary173. Dollar, Christopher179. Osumi, Deanna174. Grabowski, Michael180. Sayles, Kenneth175. Harrington, Candice181. Smith, Georgette176. Khalil, Amal

Review for AP test with Students-Dana Hills HS NTE 4.5 hours instructional pay @ \$35.00 per hour 03/01/2011-05/11/2011

182. McLellan, Hayley

183. Valderrama, Andrew

<u>Teach After School Tutorial-San Clemente HS</u> NTE 25 hours instructional pay @ \$35.00 per hour 05/02/2011-05/20/2011

184. Tubb, Michael

ELD Advisor-San Juan Hills HS

NTE 50 hours non-instructional pay @ \$30.00 per hour

05/03/2011-06/30/2011

185. Villalba, Fernanda

Coordinate Medi-Cal Claims-Special Education
NTE 73 hours pay non-instructional @ \$30.00 per hour
10/04/2011-06/30/2011

186. Elkins, Karen

187. Roche, Ann

Provide Compensatory Reading Instruction-Special Education NTE 21 hrs instructional pay @ \$35.00 per hour 06/28/2011-07/31/2011

188. Maass, Susan

Personnel Activity List Board of Trustees Regular Meeting, <u>July 11, 2011</u> Certificated Employees

APPROVE ADDITIONAL ASSIGNMENT (Cont.)

Provide Adapted PE Services-Special Education
NTE 12 hours instructional pay @ \$35.00 per hour
04/04/2011-06/30/2011

189. Brannon, Desiree

Provide Staff Development to Capo Beach Christian School-Education Services

NTE 16 hours non-instructional pay @ \$30.00 per hour

09/03/2010-02/23/2011

190. Boys, Josephine

191. Rose, Renee

Organize Science Materials-Education Services
NTE 2 hours non-instructional pay @ \$30.00 per hour
05/18/2011

192. Iverson, Brandye

193. Schuh, Patty

Provide School Loop Training-TIS

NTE 5 hours non-instructional pay @ \$30.00 per hour

04/27/2011

194. Avera, Stephanie

Proctor AP Tests-Capistrano Valley HS
Pay @ \$18.00 per hour
05/02/2011-05/20/2011

195 Dedmon, Kristen 196. Gustafson, Douglas 197. Kussner. Patty

APPROVE LEAVES OF ABSENCE

<u>Name</u>	Reason	Effective Date
198. Becerra, Alejandra	Child Care	09/06/2011-02/01/2012
199. Chapman, Autumn	Personal	2011-2012
200. Fujioka, Christine	Personal	2011-2012
201. Geiger, Heather	Personal	2011-2012
202. Gruenewald, Jamie	Personal	2011-2012
203. Gutridge, Megan	Personal	09/06/2011-02/03/2012
204. Hyrlik, Kimberly	Personal	2011-2012
205. Lander, Laura	Child Care	06/03/2011-06/23/2011
206. Robinson, Lauren	Personal	2011-2012
207. Scuri, Susan	Personal	2011-2012
208. Veravanich, Stephanie	Personal	2011-2012
209. Yoshida, Jennifer	Personal	2011-2012

Print Form

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

rson c	ompleting this for	m: Jeffrey Bristow				
le: [Executive Director, Risk	Management/Complince				
-	☐ Quarter #1	July 1 to September 30, 2010	Report due b	y October 29, 20	10	
Quarter #2 October 1 to December 31, 2010		Report due by January 31, 2011				
	Cuarter #3 January 1 to March 31, 2011		Report due b	Report due by April 29, 2011		
☐ Quarter #4 April 1 to June 30, 2011		Report due b	y July 29, 2011			
Date	for information to	be reported publicly at governing	board meeting:	July 11, 2011		
Pleas	se check the box t	hat applies:				
$\overline{\times}$	No complaints were fil	ed with any school in the district during t	he quarter indicated	above.		
	Complaints were filed nature and resolution	with schools in the district during the qua of these complaints.	arter indicated above	. The following chart	summarizes the	
	nature and resolution		Total # of Complaints	. The following chart # Resolved	summarizes the # Unresolved	
	nature and resolution General	of these complaints.	Total # of			
Tex	General	of these complaints. Subject Area	Total # of Complaints			
Tea	General	of these complaints. Subject Area uctional Materials	Total # of Complaints			
Tea Fac	General xtbooks and Instraction acher Vacancies of the conditions HSEE Intensive In	of these complaints. Subject Area uctional Materials	Total # of Complaints 0			

Please submit to: Suzie Strelecki

Senior Administrative Assistant 200 Kalmus Drive, *B-1009*

P.O. Box 9050, Costa Mesa, CA 92628-9050 (714) 966-4000 357



State of California Commission on Teacher Credentialing Certification, Assignment and Waivers Division 1900 Capitol Avenue Sacramento, CA 95811-4213 Telephone: (888) 921-2682 Email: credentials@ctc.ca.gov Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2011/12		
Revised Declaration of Need for year:		
FOR SERVICE IN A SCHOOL DISTRICT		
Name of District: Capistrano Unified School District	District CDS Code: 30	
Name of County: Orange	County CDS Code: 66464	
By submitting this annual declaration, the district is certifying the following:		
A diligent search, as defined below, to recruit a fully prepared teacher for	r the assignment(s) was made	
• If a suitable fully prepared teacher is not available to the school district, to recruit based on the priority stated below	the district will make a reasonable effort	
The governing board of the school district specified above a dopted a declaration held on $\frac{6}{29}/\frac{11}{11}$ certifying that there is an insufficient number of certific specified employment criteria for the position(s) listed on the attached form. The and the declaration did NOT appear as part of a consent calendar.	ated persons who meet the district' s	
Enclose a copy of the board agenda item		
With my signature below, I verify that the item was acted upon favorably by the force until June 30, 2012.	e board. The declaration shall rem ain in	
Submitted by (Superintendent, Board Secretary, or Designee):		
Jodee Brentlinger	Assist Superintendent, Personne1	
Name Signature 949.487.1453 949.234.9386	Title	
Fax Number Telephone Number	Date	
33122 Valle Rd, San Juan Capistrano, CA 92675 Mailing Address		
ibrentlinger@capousd.org		
E-Mail Address		
FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OF	NONPUBLIC SCHOOL OR AGENCY	
Name of County	County CDS Code	
Name of State Agency		
Name of NPS/NPA	County of Location	
The Superintendent of the County Office of Education or the Director of the NPS/NPA specified above adopted a declaration on/, at least announcement that such a declaration would be made, certifying that there is an epersons who meet the county's, agency 's or school's specified employment criterattached form.	72 hours following his or her public insufficient number of certificated	
The declaration shall remain in force until June 30,		
Enclose a copy of the public announcement		

CL-500 2/11

Name	Signature	Title	
Fax Number	Fax Number Telephone Numb		
	Mailing Address		
	E-Mail Address		
► This declaration must be on file with t issued for service with the employing a		Credentialing before any emergency permits	will be
AREAS OF ANTICIPATED NEED FOR F	ULLY QUALIFIED EDUCA	rors	
the employing agency estimates it will ne	ed in each of the identified a	nt, please indicate the number of emergency pureas during the valid period of this Declarationally for the type(s) and subjects(s) identified be	on of
This declaration m ust be revised by the exceeds the estimate by ten percent. Boar		total number of emergency permits applied frevision.	For
Type of Emergency Permit		Estimated Number Needed	
CLAD/English Learner Authori holds teaching credential)	ization (applicant already	125	
Bilingual Authorization (applica credential)	ant already holds teaching	0	
List target language(s) for b	vilingual authorization:		
Resource Specialist		0	
Teacher Librarian Services		0	
Visiting Faculty Permit		0	
LIMITED ASSIGNMENT PERMITS Limited Assignment Permits may only be baccalaureate degree and a professional pr	reparation program including and projections of enrollme	nt, please indicate the number of Limited	d on a
TYPE OF LIMITED AS:	SIGNMENT PERMIT	ESTIMATED NUMBER NEEDED	
Multiple Subject		0	
Single Subject		5	

Special Education

TOTAL

5

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

CL-500 2/11

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cdc.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?	Yes	∑ No
If no, explain. We participate in university programs		
Does y our agency participate in a Commission-approved college or university internship program?	Yes	No
If yes, how many interns do you expect to have this year? 10		
If yes, list each college or university with which you participate in an in UC Irvine, CSU Fullerton, CSU Long Beach, CSU San Ma		
National University, Azusa Pacific University, Concordia U	Jniversity	
If no, explain why you do not participate in an internship program.		

Page 3 of 3 199