
CAPISTRANO
UNIFIED SCHOOL DISTRICT

REVISED 11-8-11

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

BOARD OF TRUSTEES
Regular Meeting

November 14, 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. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION **EXHIBITS 3A1-A2**
   Number of Cases – Two
   (Pursuant to Government Code §54956.9(a))

   Case 1
   Superior Court of the State of California
   County of Orange – Central Justice Center
   Case No. 30-2010-00430720
   Lopez v. Capistrano Unified School District

   Case 2
   Orange County Superior Court
   Case No. 30-2011-00444363
   Last v. Commission on Professional Competence & Real Party in Interest, CUSD

   B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
   (Pursuant to Government Code §54957)

   C. STUDENT EXPULSIONS **EXHIBITS 3C1-C7**
   Deliberations of Findings of Fact and Recommendations
   (Pursuant to Education Code §48918(c) and §35145)

   D. CONFERENCE WITH LABOR NEGOTIATORS
   Joseph M. Farley/Jodee Brentlinger/Ron Lebs/Julie Hatchel/Sara Jocham/Jeff Bristow
   Employee Organizations:
   1) Capistrano Unified Education Association (CUEA)
   2) California School Employees Association (CSEA)
   3) Teamsters
   4) Unrepresented Employees (CUMA)
   (Pursuant to Government Code §54957.6)

PUBLIC HEARING: Agenda Item #1– Recommendation of Tentative Agreement with CUEA for July 1, 2011-June 30, 2012

RECORDING OF SCHOOL BOARD MEETINGS
In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Capistrano Academic Resources to Education Foundation
Student Body President's Report – Capistrano Valley High Schools

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARING

1. RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR JULY 1, 2011 – JUNE 30, 2012:

INFORMATION/ DISCUSSION
Page 1
EXHIBIT 1

The Board will conduct a public hearing on the recommendation of a tentative agreement between the Capistrano Unified School District and the Capistrano Unified Education Association for July 2, 2011 – June 30, 2012.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation

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

DISCUSSION/ACTION ITEMS

2. RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR JULY 1, 2011 – JUNE 30, 2012:

DISCUSSION/ ACTION
Page 15
EXHIBIT 2

The purpose of this agenda item is to seek approval of the tentative agreement between the District and the Capistrano Unified Education Association (CUEA). In addition to the tentative agreement, the Public Disclosure of Collective Bargaining Agreement is attached. The total estimated fiscal impact of this agreement is a continued savings to the District of approximately $10.5 million for the 2011-2012 fiscal year.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation

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

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

Motion by _____ Seconded by _____

3. RESOLUTION NO. 1112-25 – ESTABLISHING CRITERIA FOR ADJUSTING TRUSTEE AREA BOUNDARIES:

DISCUSSION/ ACTION
Page 29
EXHIBIT 3

With the passage of Measure H on November 2, 2010, the District changed the current method of election to a "by trustee area" method of election requiring each member of the Board of Trustees to reside within, and be elected by, the voters living within that particular Trustee area or district. Voters in a Trustee area no longer elect members of the Board of Trustees for other Trustee areas. The election scheduled for Tuesday, November 6, 2012, will employ this method of election. In addition, the 2010 Census generated updated demographic data. As populations shift, Trustee areas need to be evaluated and rebalanced. This Trustee area analysis needs to be completed, revised, and established prior to March 1, 2012.

The first step in the process of establishing new Trustee areas is to adopt criteria by which the analysis of the new voting districts will be performed and measured. This presentation will consist of five components:

1. Review of election/redistricting laws and procedures
2. Review of the current Trustee boundaries
3. Review of proposed schedule and optional services
4. Solicitation of input from Trustees
5. Adoption of Resolution 1112-25, Establishing Criteria for Adjusting Trustee Area Boundaries

CUSD Strategic Plan Pillar 1: Community Relations
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

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

Following discussion, it is recommended the Board of Trustees provide direction regarding the schedule/timeline and approve Resolution 1112-25, Establishing Criteria for Adjusting Trustee Area Boundaries.

Motion by _____ Seconded by _____
ROLL CALL:
Student Advisor Ryan Pallas _____
Trustee Addonizio_____ Trustee Hatton_____
Trustee Alpay _____ Trustee Palazzo _____
Trustee Bryson _____ Trustee Pritchard_____
Trustee Brick _____

4. MANDARIN IMMERSION PROGRAM UPDATE:

INFORMATION/ DISCUSSION
Page 37
EXHIBIT 4

The Board approved the creation of the Mandarin Immersion Program for Marian Bergeson Elementary School on September 26, 2011, for the 2012-2013 school year. This item serves as an update toward the completion of the Board directed motion regarding approval of the Mandarin Immersion Program.
CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation
It is recommended that the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

5. SCHOOL FACILITY MITIGATION AGREEMENTS AND COMMUNITY FACILITIES DISTRICTS – PART TWO:

INFORMATION/ DISCUSSION
Page 43
EXHIBIT 5

As stated at the Board meeting on September 26, 2011, this agenda item was to be delivered in two parts. Part one of the PowerPoint presentation is available for review on the District Board Agendas and Supporting Documentation page on the District's website.

The District currently operates ten Community Facilities Districts (CFDs) which are used to fund capital improvements at various school sites. In Part one of the presentation, staff presented an overview of school facility mitigation and CFD mechanics. Part two of the presentation will focus on the District's CFDs and facility funding options with the goal of laying the foundation for policy decisions and operational direction as it relates to future housing development and subsequent school facility needs.

This presentation will consist of the following:

- PowerPoint Presentation Outline (Part Two)
- CFD Map
- CFD Funding Sources and Balances
- CFD Budgets (Board Approved 8-24-11)
- Authorized Funding Sources by Site
- Sources and Uses of Funds Summary
- CFD Expenditure of Special Taxes

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

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

6. AGREEMENT FOR THE SETTLEMENT OF THE TORT CLAIM BETWEEN THE ORANGE COUNTY SOCIAL SERVICES AGENCY AND CAPISTRANO UNIFIED SCHOOL DISTRICT:

DISCUSSION/ ACTION
Page 151
EXHIBIT 6

The approval of the settlement agreement will resolve a dispute regarding the payment of board and care costs for special education students in residential treatment centers for the time period of July 1, 2010, through October 7, 2010, due to changes in mental health funding at the state level. This agreement will allow the District to settle this claim without litigation by paying 40 percent of the board and care costs in the amount of $175,552.61.

CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Sara Jocham, Assistant Superintendent, Special Education Operations and SELPA

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

Following discussion, it is recommended the Board of Trustees approve the settlement agreement with Orange County Social Services Agency in the amount of $175,552.61 to resolve the Government Tort Claim.

Motion by _____ Seconded by _____

7. ACCOUNTABILITY PROGRESS REPORT:

INFORMATION/
DISCUSSION
Page 159
EXHIBIT 7

California's comprehensive accountability system monitors the academic achievement of all the state's public schools, including charter schools, and local educational agencies that serve students in kindergarten through grade twelve. This accountability system is based on state requirements, established by the Public Schools Accountability Act of 1999, and on federal requirements, established by the No Child Left Behind Act of 2001. The California Department of Education reports both state and federal accountability results under the "Accountability Progress Reporting" system. State-required reports include Base and Growth Academic Performance Index results. Federal-required reports include Adequate Yearly Progress and Program Improvement results. These reports were released in September 2011. This item provides a summary of the 2011 Accountability Progress Report along with additional standardized assessment results from the 2010-2011 academic year. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended that the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will provide the Accountability Progress Report and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

8. TREATMENT OF STUDENT ATTENDANCE AS A RESULT OF SCHOOL CLOSURE DUE TO POWER OUTAGE ON SEPTEMBER 9, 2011:

INFORMATION/
DISCUSSION
Page 167
EXHIBIT 8

Schools are funded on Average Daily Attendance which means that in order to receive funding for a particular day, a student must be in attendance on that school day of the academic calendar. However, with respect to the closing of school on September 9, the situation is slightly different. For the 2011-2012 school year, Education Code §46201.3(a) allows California school districts to reduce the number of instructional days by up to seven thereby shortening the calendar from 180 to 175 days. The District's 2011-2012 academic calendar includes 180 instructional days. With the closure of school on Friday, September 9, the number of instructional days was reduced to 179. Under normal circumstances, the District would seek an attendance waiver for this day of closure. Because the minimum number of required days of instruction is currently 175, the District does not need to seek a waiver; it can simply eliminate the day from the academic calendar and shorten the school year to 179 days without any impact to state funding.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

9. COMPRESSED NATURAL GAS FUELING FACILITY PROJECT UPDATE:

INFORMATION/
DISCUSSION
Page 175
EXHIBIT 9

On October 10, 2011, the Trustees expressed interest in following the progress of the Compressed Natural Gas (CNG) Fueling Facility project and requested District staff to prepare a report that provides Trustees with information communicating recent project activity and delineating overall project progress. Additionally, this update includes a master activity schedule (exhibit) that summarizes current and future progress against milestones.

As shown in the exhibit, there has been significant activity in September and October, 2011, including completion of a risk assessment study, meeting with and gaining project support from the Temple Beth El, recommencing the public review and comment period for the project's updated environmental documentation, and submittal of the application for a Conditional Use Permit to the City of Aliso Viejo.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation:

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

10. JOINT FACILITY USE AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND THE CITY OF SAN JUAN CAPISTRANO AT MARCO FORSTER MIDDLE SCHOOL:

DISCUSSION/ ACTION
Page 179
EXHIBIT 10

In 1999, the District and the City of San Juan Capistrano executed a Joint Facility Use Agreement for the construction and operation of an outdoor roller hockey facility on the campus of Marco Forster Middle School. At that time, the city requested the agreement to fulfill a need for this type of community recreation, and the unused tennis court area of the school provided that opportunity. Conditions of the agreement included the city constructing, operating and maintaining the facility, and obtaining the scheduling rights of use outside of regular school hours for a ten-year term. The city invested approximately $200,000 in improvements. In return, the school's students were granted priority use of the improved facility during school hours, and the District was entitled to 20 percent of revenues generated through contractual agreements with a third party operator.

The original agreement has expired and the city's programmed use for the community has ceased. The city is now requesting a continuation of the agreement to allow the city to continue to provide a roller hockey program. The city prepared an updated agreement for District consideration which includes a change in the designation of use of the facility. Since roller hockey is no longer as popular in the community, the city desires to change the designated use as roller hockey/multi-purpose facility allowing other types of uses. Also, the new agreement has been reformatted and includes revised language referring each agency's respective authority/responsibilities. Pending District approval, the agreement will need to go before the City Council for their approval. Legal counsels from the District and the city have reviewed and approved the new agreement.

CUSD Strategic Plan Pillar 5: Effective Operations

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 present this item.

Following discussion, it is recommended the Board of Trustees approve Joint Facility Use Agreement between the District and the City of San Juan Capistrano for the roller hockey/multipurpose facility at Marco Forster Middle School.

Motion by _____ Seconded by _____

11. SECOND READING – REVISIONS TO BOARD POLICY 5165, HEALTH EXAMINATIONS:

DISCUSSION/ ACTION
Page 193
EXHIBIT 11

Board Policy 5165 is the governing policy outlining vision and hearing, scoliosis, and sports examination requirements. The policy was adopted in 1997 and has not been revised since. Minor language edits are periodically needed to keep this policy current. The recommended changes will clarify the language and will comply with current law. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools
Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation
It is recommended that 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 revisions to Board Policy 5165, *Health Examinations*.

Motion by _____ Seconded by _____

12. FIRST READING – REVISIONS TO BOARD POLICY 5111 - STUDENT ADMISSION:

INFORMATION/ DISCUSSION
Page 197
EXHIBIT 12

The passage of Senate Bill 1381 (SB 1381) in 2010 introduced a variety of changes to the enrollment dates for children entering kindergarten and first grade in California, as well as, creating enrollment options for students who miss the kindergarten age cutoff as a result of SB 1381. In accordance with the new entry age requirements, Board Policy 5111 is being amended to reflect those new entry dates as well as outline the birthdates of students who qualify for transitional kindergarten programs. Other changes to the Board policy reflect the required documentation to verify entry age. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation
It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

13. FIRST READING – REVISIONS TO BOARD POLICY 5119 - OPEN ENROLLMENT:

INFORMATION/ DISCUSSION
Page 201
EXHIBIT 13

Board Policy 5119 is being revised to change the category for District students who are siblings of any student currently in attendance and who will continue to be enrolled at the same school next year, to be moved from priority A to priority B status. This will enable siblings to continue to enroll beyond the published application deadline. There is no financial impact. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 1: Community Relations
Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation
It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

14. FIRST READING - REVISIONS TO BOARD POLICY 5141, CONDUCT: INFORMATION/ DISCUSSION Page 205 **EXHIBIT 14**

Bullying and cyber bullying has become a growing national concern. In order to be effective in dealing with this issue, administrators, staff, students, and parents need to be clear of its definition and what steps should be taken if an offense occurs. Revisions to Board Policy 5141 expands the current policy to address bullying. These revisions will also update and clarify the current language. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

15. DIVISION OF STATE ARCHITECT UPDATE: INFORMATION/ DISCUSSION Page 213 **EXHIBIT 15**

Update of progress of the Division of State Architect Construction and Project listing. There is no financial impact at this time. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed. There is no change from the information provided to the Board at its October 10, 2011, meeting.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

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

Staff Recommendation

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, 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

16. SCHOOL BOARD MINUTES: Page 215 **EXHIBIT 16**

Approval of the minutes of the October 26, 2011, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

17. ANNUAL ORGANIZATIONAL MEETING: Page 219 **EXHIBIT 17**

Approval of December 12, 2011, as the date for the annual organizational meeting of the Board of Trustees. The provisions of Education Code §35143 and §72000 require the governing board of each school district and community college district to hold an annual organizational meeting within a prescribed 15-day period beginning with the first day of the term of office following the biennial school district board election. For 2011, this 15-day period is from December 2 through December 16. The Education Code further requires that, unless otherwise provided by rule of the governing board, the day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to the first day of the 15-day period and to notify the county superintendent of schools of the time and day selected. There is no financial impact.

Contact: Jane Boos, Manager, Board Office Operations

CURRICULUM & INSTRUCTION

18. PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:

Approval to waive California Education Code §60851(c) and Board Policy 6162.52 in accordance with §60851(c) approving four students have completed all requirements for passing the California High School Exit Exam (CAHSEE) subtest in mathematics, case numbers 1112-001 through 1112-004. California Education Code §60851(c) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for special education students to pass CAHSEE with modifications stated in the pupil's Individualized Education Program. Supporting information for this item is provided to Trustees under separate cover so that individual student rights under the Family Educational Rights and Privacy Act are protected.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

19. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL TEXTBOOK – INTERNATIONAL BACCALAUREATE FRENCH:

Adoption of *Kiffe Kiffe Demain (Kiffe Kiffe Tomorrow)* written by Faiza Guene and published by Hachette Litteratures ©2004, for a seven-year period. San Clemente High School is requesting the adoption of a new supplemental title for use with the International Baccalaureate French course (Standard & Higher Level) in grades 11 and 12. The proposed textbook has been reviewed and approved by the Instructional Materials Review Committee and a copy is on display in the Board room. The book will be purchased using site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

20. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL TEXTBOOK – FRENCH III, IV AND ADVANCED PLACEMENT FRENCH LANGUAGE:

Adoption of *Imaginez: Le français sans frontières 2nd edition* written by Cherie Mitschke and published by Vista Higher Learning ©2012, for a seven-year period. Tesoro High School is requesting the adoption of a supplemental title for use with the French III, IV, & AP French Language courses in grades 10 and 11. The proposed textbook has been reviewed and approved by the Instructional Materials Review Committee and a copy is on display in the Board room. The book will be purchased using site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

21. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: MIDDLE SCHOOL SUPPLEMENTAL TEXTBOOK – ENGLISH 8:

Adoption of *Success for Teens* written by the editors of the Success Foundation and published by Success Books ©2008, for a seven-year period. Newhart Middle School is requesting the adoption of this supplemental textbook to be used for eighth grade English as an informational unit. The proposed textbook has been reviewed and approved by the Instructional Materials Review Committee and a copy is on display in the Board room. The book will be purchased using site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

22. **AGREEMENT BY AND BETWEEN THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT FOR THE SCHOOL READINESS INITIATIVE GRANT:** Page 221 **EXHIBIT 22**

Approval of the agreement for the School Readiness Initiative Grant. The Orange County Superintendent of Schools has entered into an agreement with the District to facilitate the School Readiness Initiative Grant for the provision of training and technical assistance. The provision of services of $1,200 is included in this agreement beginning July 1, 2011, to June 30, 2012.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

23. **PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 233 **EXHIBIT 23**

Approval of purchase orders (Exhibit 23-Attachment 1) and commercial warrants (Exhibit 23-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 $6,132,295.06; the commercial warrants total $8,901,226.47. Attachment 3 of Exhibit 23 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

24. **RESOLUTION NO. 1112-24 – TRANSITION PARTNERSHIP PROJECT INTERAGENCY AGREEMENT AUGMENTATION WITH THE DEPARTMENT OF REHABILITATION:** Page 293 **EXHIBIT 24**

Approval of Resolution No. 1112-24 authorizes staff to execute the augmentation to the Transition Partnership Project Interagency Agreement with the Department of Rehabilitation. The augmentation provides additional funding to the District and the local Department of Rehabilitation Office to transition students/clients into competitive employment. Specifically, the funding provides for case management staff, pre-employment training, job placement, staff development services, and clerical support. These services are conducted collaboratively between the District and the local Department of Rehabilitation Office. In addition, the District will also receive the services of two Department of Rehabilitation counselors to plan and coordinate the provision of support services. The District will receive an additional $149,991 for a total of approximately $746,332 per year.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

25. **CONTRACT AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND ORRICK, HERRINGTON, & SUTCLIFFE LLP FOR SERVICES RELATED TO THE INTERNAL REVENUE SERVICE AUDIT OF THE 2009A TAX REVENUE ANTICIPATION NOTE ISSUANCE:** Page 335 **EXHIBIT 25**

Approval and acceptance of the contract agreement between Capistrano Unified School District and Orrick, Herrington, & Sutcliffe LLP (Orrick). The Internal Revenue Service (IRS) is auditing the Capistrano Unified School District Tax Revenue Anticipation Note (TRAN) issuance for 2009-2010. This is the third time since 2000 that a TRAN issuance of the District has been audited. The audit required that information be submitted to the IRS by October 28, 2011. The District engaged bond counsel, Orrick, for assistance in completing the necessary response to the IRS audit. Several other districts participated in the same TRAN issuance and are also being audited. The estimated total cost to the District will be approximately $5,000. Due to the timing of the audit, the District is submitting to the Board of Trustees a request to ratify the agreement with Orrick.

CUSD Strategic Plan Pillar 5: Effective Operations

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

26. INDEPENDENT CONTRACTOR AGREEMENT – HEALTH SERVICES BY A LICENSED VOCATIONAL NURSE, LEISURE CARE NURSES REGISTRY: Page 339 **EXHIBIT 26**

Approval of an independent contractor agreement with Leisure Care Nurses Registry to provide health services by a certified licensed vocational nurse for students from Ladera Ranch Elementary School while attending science camp. Leisure Care Nurses Registry will provide services at the rate of $38 per hour. Services under this contract are estimated to be $3,230, paid out of site gift funds.

CUSD Strategic Plan Pillar 2: Safe & Healthy Schools

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

27. INDEPENDENT CONTRACTOR AGREEMENT – HISTORICAL SOCIAL-SCIENCE ASSEMBLY PROGRAMS, CALIFORNIA WEEKLY EXPLORER, INCORPORATED: Page 347 **EXHIBIT 27**

Approval of an independent contractor agreement with California Weekly Explorer, Incorporated to provide historical social-science assemblies throughout the District. California Weekly Explorer will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, for services as requested by the individual school sites, paid by PTA, parent groups, and gift funds. Expenditures under this contract are estimated to be $10,000.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact Ron Lebs, Deputy Superintendent, Business and Support Services

28. CONSULTANT AGREEMENT – CONSTRUCTION MANAGEMENT SERVICES, EDENCO, INCORPORATED: Page 357 **EXHIBIT 28**

Approval of a consultant agreement with Edenco, Incorporated to provide construction management services for the San Juan Hills High School Stadium Phase II project. The project includes the construction of the home-side stadium bleachers, the press box, and related electrical and public address system. Edenco, Incorporated will provide services at the fixed rate of $200,000 which represents a 13 percent professional fee reduction, to be paid from CFD 98-2.

CUSD Strategic Plan Pillar 5: Effective Operations

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

29. TELEVISION BROADCASTING AND CONSULTING SERVICES AGREEMENT – KOCE-TV FOUNDATION, ON BEHALF OF PBS SOCAL EDUCATION: Page 365 **EXHIBIT 29**

Approval of a television broadcasting and consulting services agreement with KOCE-TV Foundation, on behalf of PBS SoCal Education, to provide teachers with instructional television materials and training on the effective use of television and Discovery Streaming for instructional use in the classroom. The vendor will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, paid out of the general fund. Scheduled services under this contract are estimated to be $39,924.60.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

30. SCHOOL BUS SERVICE AGREEMENT AMENDMENT – JSERRA CATHOLIC HIGH SCHOOL: Page 373 **EXHIBIT 30**

Approval of adding the ability to provide bus rental services for District owned buses to the school bus service agreement with JSerra Catholic High School. Through this agreement, the District provides servicing, inspections, maintenance, roadside assistance, driver training, and rental service of District owned buses on an as-needed basis. This agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation Department's encroachment.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

31. RESIGNATIONS/RETIREMENTS/EMPLOYMENT–CLASSIFIED EMPLOYEES: Page 387 **EXHIBIT 31**

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

32. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES: Page 405 **EXHIBIT 32**

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

33. VISITING EDUCATOR – KARIN FOSTER: Page 423 **EXHIBIT 33**

Approval of Karin Foster for a Visiting Educator assignment to the Orange County Department of Education (OCDE). Pursuant to the Interjurisdictional Exchange provisions of Government Code §19050.8, a school district employee may be given a temporary assignment or loaned to another educational agency as a Visiting Educator. OCDE has requested Karin Foster continue to serve as a teacher for the Secondary English Language Learners Program for the 2011-2012 school year. Ms. Foster's duties will include:

- Provide trainings to secondary teachers across the county to help close the achievement gap in core academic areas.
- Support secondary teachers across the county with curriculum, materials, and resources to accelerate academic achievement of English Language learners.

Under the law which approves the Visiting Educator, Ms. Foster's status and rights as an employee of the District shall not be affected, and she will be entitled to all pay, allowances, and benefits offered to the employees of the District. Ms. Foster will remain an employee of the District. There is no financial impact. OCDE will reimburse the District for Ms. Foster's salary and benefits with a standard contract agreement.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

34. AUTHORIZATION OF COACHES TO PROVIDE FIRST SEMESTER PHYSICAL EDUCATION CREDIT: Page 429 **EXHIBIT 34**

Approval of teachers who are credentialed in subjects other than physical education to provide physical education credit to students in that respective sport. Districts may assign a teacher with a credential in a subject area other than physical education to coach a competitive sport and award physical education credit to students. State law requires that such teachers be full-time employees of a district, complete a minimum of 20 hours of first-aid instruction, have training on the harmful effects of steroid use, and be approved by the Board of Trustees. It has been determined that all teachers who do not hold a physical education credential, but are assigned coaching activities for which such credit is given, are full-time employees of the school District and have completed cardio pulmonary resuscitation and first aid instruction. Additionally, these coaches have attended or are in the process of attending a training program based on the Victory With Honor curriculum, which includes discussion on the dangerous effects of steroids. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio_____ Trustee Hatton_____

Trustee Alpay _____ Trustee Palazzo _____

Trustee Bryson _____ Trustee Pritchard_____

Trustee Brick _____

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

ADJOURNMENT

Motion by _____ Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, NOVEMBER 30, 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

November 14, 2011

RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR JULY 1, 2011–JUNE 30, 2012

BACKGROUND INFORMATION

The District and the Capistrano Unified Education Association (CUEA) entered into a three-year contract agreement covering the 2009-2010, 2010-2011 and 2011-2012 school years. As a provision of the contract agreement, each party had the ability to reopen two articles during the 2011-2012 school year. In March, the District reopened negotiations focusing on the following articles:

- Article 8 – Class Size
- Article 14 – Wages

CUEA requested to reopen:

- Article 13 – Health and Welfare Benefits

The teams met six times between May and October 2011. Recognizing that the fiscal situation remained a challenge, both teams agreed to maintain the status quo of the current contract provisions surrounding wages and class size. In addition, the parties agreed, for the 2012 plan year, the District will increase its contributions to unit member health benefit premium costs. The plan includes no additional premium costs for employees covered under the Health Maintenance Organization (HMO) plan. This fact along with the significant cost differential between the Point of Service (POS) and the Health Maintenance Organization (HMO) or Kaiser HMO plans will promote additional migration.

In the event the District incurs any reductions mid-year, both parties agreed to reopen negotiations. If the Legislative Analyst Office or the Department of Finance forecast mid-year cuts, either party may request to meet in November or December. The tentative agreement was reached on October 27, 2011, and CUEA employees are expected to vote and ratify the agreement by November 10, 2011.

Government Code §3547 (d) provides the public a "reasonable time" to review the tentative agreement after negotiations have taken place. By providing the public notification and conducting a public hearing prior to the introduction and discussion of this item, the District has fulfilled this obligation.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to seek approval of the tentative agreement between the District and CUEA. In addition to the tentative agreement, the Public Disclosure of Collective Bargaining Agreement is attached.

FINANCIAL IMPLICATIONS

The total estimated fiscal impact of this agreement is a continued savings to the District of approximately $10.5 million for the 2011-2012 fiscal year. The estimated $329,270 cost to increase premiums contributions spans two fiscal years. The estimated cost for 2011-2012 is $164,635 of which $128,003 would be chargeable to the unrestricted general fund and $36,632 would be chargeable to restricted/categorical programs. This cost will be offset and reduced by the migration of additional employees from the POS health benefit plan to the HMO or Kaiser HMO health benefit plans.

STAFF RECOMMENDATION

It is recommended the Board President recognize Assistant Superintendent, Personnel Services, Jodee Brentlinger, who will introduce this agenda item. Following discussion, it is recommended the Board of Trustees approve the tentative agreement with CUEA for July 1, 2011- June 30, 2012.

Tentative Agreement Between

Capistrano Unified School District and

Capistrano Unified Education Association

October 27, 2011

The parties have come to agreement on the following issues for the 2011/12 school year;

1. The parties agree to meet in November and December 2011 upon request by either party to address the Legislative Analyst Office's and/or Department of Finance's revenue forecasts scheduled for mid November 2011 and December 15, 2011, respectively.

   If mid-year cuts are made to K-12 education, the parties agree to negotiate, commencing January 2012, additional cost saving measures with a focus on wage adjustment and temporary work year reductions (Article 14) and class size adjustments (Article 8).

2. The parties agree the District will increase its contributions to unit member premium costs, for 2012 only, as follows:
   a. District to pay the increased cost for HMO premiums for 2012 only
   b. District to pay half of the increased costs for POS plan premiums for 2012 only.

3. The parties shall continue to jointly explore the feasibility of implementing an early retirement plan. The parties' goal is to make a feasibility determination prior to mid-December 2011.

4. The parties shall continue to meet to determine an equitable resolution to the Kindergarten Minutes MOU.

For the District:

Dated: 10-27-11

For the Association:

Dated: 10-27-11

Orange County Department of Education
District Fiscal Services

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District:	Capistrano Unified School District
Name of Bargaining Unit:	Capistrano Unified Education Association
Certificated, Classified, Other:	Certificated

The proposed agreement covers the period beginning: July 1, 2009 (date) and ending: June 30, 2012 (date)

The Governing Board will act upon this agreement on: November 14, 2011 (date)

A. Proposed Change in Compensation

	Compensation	Annual Cost Prior to Proposed Agreement FY 2011-12	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2011-12	Year 2 Increase/(Decrease) FY 2012-13	Year 3 Increase/(Decrease) FY 2013-14
1	**Salary Schedule**	$ 178,480,183	$ -	$ -	$ -
2	**Step and Column**	$ -		$ -	$ -
3	**Other Compensation**	$	$ -	$ -	$ -
	Description of other compensation				
4	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicate etc.	$ 25,040,770	$ -	$ -	$ -
5	**Health/Welfare Plans**	$ 25,669,216	$ 164,635	$ 164,635	$ -
6	**Total Compensation** - Increase (Decrease) (Total Lines 1-5)	$ 229,190,169	$ 164,635	$ 164,635	$ -
			0.08%	0.08%	0.00%
7	**Total Number of Represented Employees** (Use FTEs if appropriate)	2,083.00			
8	**Total Compensation Average Cost per Employee**	$ 110,029	$ 79	$ 79	$ -
			0.07%	0.07%	0.00%

9. What was the negotiated percentage decrease approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

   No decrease.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

    No.

11. Please include comments and explanations as necessary.

    The parties agree that the District will increase its contribution to unit member premium costs, for 2012 only, as follows:
    a. *District to pay the increased cost for HMO premiums for 2012 only.*
    b. *District to pay half of the increased costs for POS plan premiums for 2012 only.*

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits' Yes[X] No[ ]

    If yes, please describe the cap amount. Yes
    Blue Cross POS 6,005.30 (Employee) 12,454.40 (plus spouse) 17,730.90 family
    Blue Cross HMO 4,901.90 (Employee) 10,132.40 (plus spouse) 14,412.20 family
    Kaiser HMO 4,840.30 (Employee) 10,003.20 (plus spouse) 14,209.90 (family)

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing rations, etc.)

Not applicable

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, eliminatior or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There are no specific impacts on instructional and support programs in order to accommodate the settlement.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.
The parties agree to meet in November and December 2011 upon request by either party to address the Legislative Analyst's Office and/or Department of Finance's revenue forecasts scheduled for mid November 2011 and December 15, 2011, respectively.
If mid-year cuts are made to K-12 education, the parties agree to negotiate, commencing January 2012, additional cost saving measures with a focus on wage adjustment and temporary work year reductions (Article 14) and class size adjustments (Article 8).

E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement

1. Current Year

General Fund

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

The parties agree that the District will increase its contribution to unit member premium costs, for 2012 only.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **CUEA**

	Column 1 Latest Board-Approved Budget Before Settlement (Unaudited Actual)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 255,106,050	$ -	$ -	$ 255,106,050
Remaining Revenues (8100-8799)	$ 36,584,616	$ -	$ -	$ 36,584,616
TOTAL REVENUES	$ 291,690,666	$ -	$ -	$ 291,690,666
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 150,769,268	$ -	$ -	$ 150,769,268
Classified Salaries (2000-2999)	$ 28,522,393	$ -	$ -	$ 28,522,393
Employee Benefits (3000-3999)	$ 53,674,922	$ 128,003	$ -	$ 53,802,925
Books and Supplies (4000-4999)	$ 3,923,554	$ -	$ -	$ 3,923,554
Services, Other Operating Expenses (5000-5999)	$ 17,475,302	$ -	$ -	$ 17,475,302
Capital Outlay (6000-6599)	$ 250,000	$ -	$ -	$ 250,000
Other Outgo (7100-7299) (7400-7499)	$ 3,625,583	$ -	$ -	$ 3,625,583
Direct Support/Indirect Cost (7300-7399)	$ (3,653,820)	$ -	$ -	$ (3,653,820)
Other Adjustments				
TOTAL EXPENDITURES	$ 254,587,202	$ 128,003	$ -	$ 254,715,205
OPERATING SURPLUS (DEFICIT)	$ 37,103,464	$ (128,003)	$ -	$ 36,975,461
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$ -	$ -	$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ (50,063,250)	$ -	$ -	$ (50,063,250)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (10,201,489)	$ (128,003)	$ -	$ (10,329,492)
BEGINNING BALANCE	$ 24,407,895			$ 24,407,895
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ -
CURRENT-YEAR ENDING BALANCE	$ 14,206,406	$ (128,003)	$ -	$ 14,078,403
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	$ 325,000	$ -	$ -	$ 325,000
Reserved for Economic Uncertainties (9789)	$ 7,525,000	$ 2,360	$ -	$ 7,527,360
Assigned Amounts (9775-9780)	$ 4,995,320	$ -	$ -	$ 4,995,320
Unappropriated Amount (9790)	$ 1,361,086	$ (130,363)	$ -	$ 1,230,723

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **CUEA**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (Unaudited Actual)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 5,505,360	$ -	$ -	$ 5,505,360
Remaining Revenues (8100-8799)	$ 63,430,562	$ -	$ -	$ 63,430,562
TOTAL REVENUES	$ 68,935,922	$ -	$ -	$ 68,935,922
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 41,294,738	$ -	$ -	$ 41,294,738
Classified Salaries (2000-2999)	$ 27,740,908	$ -	$ -	$ 27,740,908
Employee Benefits (3000-3999)	$ 24,181,939	$ 36,632	$ -	$ 24,218,571
Books and Supplies (4000-4999)	$ 9,436,496	$ -	$ -	$ 9,436,496
Services, Other Operating Expenses (5000-5999)	$ 8,971,553	$ -	$ -	$ 8,971,553
Capital Outlay (6000-6599)	$ 100,000	$ -	$ -	$ 100,000
Other Outgo (7100-7299) (7400-7499)	$ 6,791,962	$ -	$ -	$ 6,791,962
Direct Support/Indirect Cost (7300-7399)	$ 3,098,569	$ -	$ -	$ 3,098,569
Other Adjustments				
TOTAL EXPENDITURES	$ 121,616,165	$ 36,632	$ -	$ 121,652,797
OPERATING SURPLUS (DEFICIT)	$ (52,680,243)	$ (36,632)	$ -	$ (52,716,875)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ -	$ -	$ -	$ -
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ 50,063,250	$ -	$ -	$ 50,063,250
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (2,616,993)	$ (36,632)	$ -	$ (2,653,625)
BEGINNING BALANCE	$ 4,236,302			$ 4,236,302
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ -
CURRENT-YEAR ENDING BALANCE	$ 1,619,309	$ (36,632)	$ -	$ 1,582,677
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	$ 1,619,309	$ (36,632)	$ -	$ 1,582,677
Reserved for Economic Uncertainties (9789)	$ -	$ -	$ -	$ -
Assigned Amounts (9740)	$ -	$ -	$ -	$ -
Unappropriated Amount (9790)	$ -	$ -	$ -	$ -

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **CUEA**

	Column 1 Latest Board-Approved Budget Before Settlement (Unaudited Actual)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 260,611,410	$ -	$ -	$ 260,611,410
Remaining Revenues (8100-8799)	$ 100,015,178	$ -	$ -	$ 100,015,178
TOTAL REVENUES	$ 360,626,588	$ -	$ -	$ 360,626,588
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 192,064,006	$ -	$ -	$ 192,064,006
Classified Salaries (2000-2999)	$ 56,263,301	$ -	$ -	$ 56,263,301
Employee Benefits (3000-3999)	$ 77,856,861	$ 164,635	$ -	$ 78,021,496
Books and Supplies (4000-4999)	$ 13,360,050	$ -	$ -	$ 13,360,050
Services, Other Operating Expenses (5000-5999)	$ 26,446,855	$ -	$ -	$ 26,446,855
Capital Outlay (6000-6599)	$ 350,000	$ -	$ -	$ 350,000
Other Outgo (7100-7299) (7400-7499)	$ 10,417,545	$ -	$ -	$ 10,417,545
Direct Support/Indirect Cost (7300-7399)	$ (555,251)	$ -	$ -	$ (555,251)
Other Adjustments				
TOTAL EXPENDITURES	$ 376,203,367	$ 164,635	$ -	$ 376,368,002
OPERATING SURPLUS (DEFICIT)	$ (15,576,779)	$ (164,635)	$ -	$ (15,741,414)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$ -	$ -	$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ -	$ -	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (12,818,482)	$ (164,635)	$ -	$ (12,983,117)
BEGINNING BALANCE	$ 28,644,197			$ 28,644,197
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ -
CURRENT-YEAR ENDING BALANCE	$ 15,825,715	$ (164,635)	$ -	$ 15,661,080
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	$ 1,944,309	$ (36,632)	$ -	$ 1,907,677
Reserved for Economic Uncertainties (9789)	$ 7,525,000	$ 2,360	$ -	$ 7,527,360
Assigned Amounts (9780)	$ 4,995,320	$ -	$ -	$ 4,995,320
Unappropriated Amount - Unrestricted (9790)	$ 1,361,086	$ (130,363)	$ -	$ 1,230,723
Unappropriated Amount - Restricted (9790)	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties Percentage	2.00%			2.00%

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **CUEA**

	2011-12 Total Current Budget After Settlement	2012-13 First Subsequent Year After Settlement	2013-14 Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	$ 260,611,410	$ 265,486,267	$ 272,573,086
Remaining Revenues (8100-8799)	$ 100,015,178	$ 84,013,322	$ 84,013,322
TOTAL REVENUES	$ 360,626,588	$ 349,499,589	$ 356,586,408
EXPENDITURES			
Certificated Salaries (1000-1999)	$ 192,064,006	$ 193,357,715	$ 196,900,118
Classified Salaries (2000-2999)	$ 56,263,301	$ 59,535,083	$ 60,839,063
Employee Benefits (3000-3999)	$ 78,021,496	$ 79,165,074	$ 79,860,062
Books and Supplies (4000-4999)	$ 13,360,050	$ 10,347,948	$ 10,297,742
Services, Other Operating Expenses (5000-5999)	$ 26,446,855	$ 26,234,613	$ 26,357,635
Capital Outlay (6000-6999)	$ 350,000	$ 350,000	$ 350,000
Other Outgo (7100-7299) (7400-7499)	$ 10,417,545	$ 10,579,707	$ 10,746,734
Direct Support/Indirect Cost (7300-7399)	$ (555,251)	$ (555,251)	$ (555,251)
Other Adjustments-Additional Cuts Needed		$ (26,600,000)	$ (26,600,000)
TOTAL EXPENDITURES	$ 376,368,002	$ 352,414,889	$ 358,196,103
OPERATING SURPLUS (DEFICIT)	$ (15,741,414)	$ (2,915,300)	$ (1,609,695)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$ 2,758,297	$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (12,983,117)	$ (157,003)	$ 1,148,602
BEGINNING BALANCE	$ 28,644,197	$ 15,661,080	$ 15,504,077
CURRENT-YEAR ENDING BALANCE	$ 15,661,080	$ 15,504,077	$ 16,652,679
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	$ 1,907,677	$ 1,671,045	$ 1,671,045
Reserved for Economic Uncertainties - Unrestricted (9789)	$ 7,527,360	$ 7,048,298	$ 7,163,922
Reserved for Economic Uncertainties - Restricted (9789)	$ -	$ -	$ -
Assigned Amounts (9780)	$ 4,995,320	$ 4,995,320	$ 4,995,320
Unappropriated Amounts - Unrestricted (9790)	$ 1,230,723	$ 1,789,414	$ 2,822,392
Unappropriated Amounts - Restricted (9790)	$ 0	$ -	$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2011-12	2012-13	2013-14
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 376,368,002	$ 352,414,889	$ 358,196,103
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR $50,000	$ 7,527,360	$ 7,048,298	$ 7,163,922

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	$ 7,527,360	$ 7,048,298	$ 7,163,922
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	$ -	$ -	$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	$ -	$ -	$ -
g.	Total Available Reserves	$ 7,527,360	$ 7,048,298	$ 7,163,922
h.	Reserve for Economic Uncertainties Percentage	2.00%	2.00%	2.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2011-12	Yes	X	No	
2012-13	Yes	X	No	
2013-14	Yes	X	No	

4. If no, how do you plan to restore your reserves?

N/A

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

   Not applicable

6. Please include any additional comments and explanations of Page 4 as necessary:

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Educational Association Bargaining Unit, during the term of the agreement from July 1, 2009 to June 30, 2012 .

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:		**Budget Adjustment Increase (Decrease)**
Expenditures/Other Financing Uses		*$ 329,270*
Ending Balance Increase (Decrease)		*$ (329,270)*
Expenditures/Other Financing Uses		$ -
Ending Balance Increase (Decrease)		*0*

District Superintendent (Signature) — **Date**

Chief Business Officer (Signature) — **Date**

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee) **(Signature)**	**Date**
Ronald N. Lebs **Contact Person**	949-234-9211 **Phone**
(Signature)	**Date**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 14, 2011

RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR JULY 1, 2011–JUNE 30, 2012

BACKGROUND INFORMATION

The District and the Capistrano Unified Education Association (CUEA) entered into a three-year contract agreement covering the 2009-2010, 2010-2011 and 2011-2012 school years. As a provision of the contract agreement, each party had the ability to reopen two articles during the 2011-2012 school year. In March, the District reopened negotiations focusing on the following articles:

- Article 8 – Class Size
- Article 14 – Wages

CUEA requested to reopen:

- Article 13 – Health and Welfare Benefits

The teams met six times between May and October 2011. Recognizing that the fiscal situation remained a challenge, both teams agreed to maintain the status quo of the current contract provisions surrounding wages and class size. In addition, the parties agreed, for the 2012 plan year, the District will increase its contributions to unit member health benefit premium costs. The plan includes no additional premium costs for employees covered under the Health Maintenance Organization (HMO) plan. This fact along with the significant cost differential between the Point of Service (POS) and the Health Maintenance Organization (HMO) or Kaiser HMO plans will promote additional migration.

In the event the District incurs any reductions mid-year, both parties agreed to reopen negotiations. If the Legislative Analyst Office or the Department of Finance forecast mid-year cuts, either party may request to meet in November or December. The tentative agreement was reached on October 27, 2011, and CUEA employees are expected to vote and ratify the agreement by November 10, 2011.

Government Code §3547 (d) provides the public a "reasonable time" to review the tentative agreement after negotiations have taken place. By providing the public notification and conducting a public hearing prior to the introduction and discussion of this item, the District has fulfilled this obligation.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to seek approval of the tentative agreement between the District and CUEA. In addition to the tentative agreement, the Public Disclosure of Collective Bargaining Agreement is attached.

FINANCIAL IMPLICATIONS

The total estimated fiscal impact of this agreement is a continued savings to the District of approximately $10.5 million for the 2011-2012 fiscal year. The estimated $329,270 cost to increase premiums contributions spans two fiscal years. The estimated cost for 2011-2012 is $164,635 of which $128,003 would be chargeable to the unrestricted general fund and $36,632 would be chargeable to restricted/categorical programs. This cost will be offset and reduced by the migration of additional employees from the POS health benefit plan to the HMO or Kaiser HMO health benefit plans.

STAFF RECOMMENDATION

It is recommended the Board President recognize Assistant Superintendent, Personnel Services, Jodee Brentlinger, who will introduce this agenda item. Following discussion, it is recommended the Board of Trustees approve the tentative agreement with CUEA for July 1, 2011- June 30, 2012.

Tentative Agreement Between

Capistrano Unified School District and

Capistrano Unified Education Association

October 27, 2011

The parties have come to agreement on the following issues for the 2011/12 school year;

1. The parties agree to meet in November and December 2011 upon request by either party to address the Legislative Analyst Office's and/or Department of Finance's revenue forecasts scheduled for mid November 2011 and December 15, 2011, respectively.

   If mid-year cuts are made to K-12 education, the parties agree to negotiate, commencing January 2012, additional cost saving measures with a focus on wage adjustment and temporary work year reductions (Article 14) and class size adjustments (Article 8).

2. The parties agree the District will increase its contributions to unit member premium costs, for 2012 only, as follows:
   a. District to pay the increased cost for HMO premiums for 2012 only
   b. District to pay half of the increased costs for POS plan premiums for 2012 only.

3. The parties shall continue to jointly explore the feasibility of implementing an early retirement plan. The parties' goal is to make a feasibility determination prior to mid-December 2011.

4. The parties shall continue to meet to determine an equitable resolution to the Kindergarten Minutes MOU.

For the District:

Dated: 10-27-11

For the Association:

Dated: 10-27-11

Orange County Department of Education
District Fiscal Services

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District:	Capistrano Unified School District
Name of Bargaining Unit:	Capistrano Unified Education Association
Certificated, Classified, Other:	Certificated

The proposed agreement covers the period beginning: July 1, 2009 (date) and ending: June 30, 2012 (date)

The Governing Board will act upon this agreement on: November 14, 2011 (date)

A. Proposed Change in Compensation

	Compensation	Annual Cost Prior to Proposed Agreement FY 2011-12	Fiscal Impact of Proposed Agreement: Year 1 Increase/(Decrease) FY 2011-12	Year 2 Increase/(Decrease) FY 2012-13	Year 3 Increase/(Decrease) FY 2013-14
1	**Salary Schedule**	$ 178,480,183	$ -	$ -	$ -
2	**Step and Column**	$ -		$ -	$ -
3	**Other Compensation**	$	$ -	$ -	$ -
	Description of other compensation				
4	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicate etc.	$ 25,040,770	$ -	$ -	$ -
5	**Health/Welfare Plans**	$ 25,669,216	$ 164,635	$ 164,635	$ -
6	**Total Compensation** - Increase (Decrease) (Total Lines 1-5)	$ 229,190,169	$ 164,635	$ 164,635	$ -
			0.08%	0.08%	0.00%
7	**Total Number of Represented Employees** (Use FTEs if appropriate)	2,083.00			
8	**Total Compensation Average Cost per Employee**	$ 110,029	$ 79	$ 79	$ -
			0.07%	0.07%	0.00%

9. What was the negotiated percentage decrease approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

   No decrease.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

    No.

11. Please include comments and explanations as necessary.

    The parties agree that the District will increase its contribution to unit member premium costs, for 2012 only, as follows:
    a. *District to pay the increased cost for HMO premiums for 2012 only.*
    b. *District to pay half of the increased costs for POS plan premiums for 2012 only.*

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits' Yes [X] No [ ]

    If yes, please describe the cap amount. Yes
    Blue Cross POS 6,005.30 (Employee) 12,454.40 (plus spouse) 17,730.90 family
    Blue Cross HMO 4,901.90 (Employee) 10,132.40 (plus spouse) 14,412.20 family
    Kaiser HMO 4,840.30 (Employee) 10,003.20 (plus spouse) 14,209.90 (family)

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing rations, etc.)

Not applicable

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, eliminatior or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There are no specific impacts on instructional and support programs in order to accommodate the settlement.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.
The parties agree to meet in November and December 2011 upon request by either party to address the Legislative Analyst's Office and/or Department of Finance's revenue forecasts scheduled for mid November 2011 and December 15, 2011, respectively.
If mid-year cuts are made to K-12 education, the parties agree to negotiate, commencing January 2012, additional cost saving measures with a focus on wage adjustment and temporary work year reductions (Article 14) and class size adjustments (Article 8).

E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement

1. Current Year

General Fund

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

The parties agree that the District will increase its contribution to unit member premium costs, for 2012 only.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **CUEA**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (Unaudited Actual)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 255,106,050	$ -	$ -	$ 255,106,050
Remaining Revenues (8100-8799)	$ 36,584,616	$ -	$ -	$ 36,584,616
TOTAL REVENUES	$ 291,690,666	$ -	$ -	$ 291,690,666
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 150,769,268	$ -	$ -	$ 150,769,268
Classified Salaries (2000-2999)	$ 28,522,393	$ -	$ -	$ 28,522,393
Employee Benefits (3000-3999)	$ 53,674,922	$ 128,003	$ -	$ 53,802,925
Books and Supplies (4000-4999)	$ 3,923,554	$ -	$ -	$ 3,923,554
Services, Other Operating Expenses (5000-5999)	$ 17,475,302	$ -	$ -	$ 17,475,302
Capital Outlay (6000-6599)	$ 250,000	$ -	$ -	$ 250,000
Other Outgo (7100-7299) (7400-7499)	$ 3,625,583	$ -	$ -	$ 3,625,583
Direct Support/Indirect Cost (7300-7399)	$ (3,653,820)	$ -	$ -	$ (3,653,820)
Other Adjustments				
TOTAL EXPENDITURES	$ 254,587,202	$ 128,003	$ -	$ 254,715,205
OPERATING SURPLUS (DEFICIT)	$ 37,103,464	$ (128,003)	$ -	$ 36,975,461
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$ -	$ -	$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ (50,063,250)	$ -	$ -	$ (50,063,250)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (10,201,489)	$ (128,003)	$ -	$ (10,329,492)
BEGINNING BALANCE	$ 24,407,895			$ 24,407,895
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ -
CURRENT-YEAR ENDING BALANCE	$ 14,206,406	$ (128,003)	$ -	$ 14,078,403
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	$ 325,000	$ -	$ -	$ 325,000
Reserved for Economic Uncertainties (9789)	$ 7,525,000	$ 2,360	$ -	$ 7,527,360
Assigned Amounts (9775-9780)	$ 4,995,320	$ -	$ -	$ 4,995,320
Unappropriated Amount (9790)	$ 1,361,086	$ (130,363)	$ -	$ 1,230,723

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **CUEA**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (Unaudited Actual)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 5,505,360	$ -	$ -	$ 5,505,360
Remaining Revenues (8100-8799)	$ 63,430,562	$ -	$ -	$ 63,430,562
TOTAL REVENUES	$ 68,935,922	$ -	$ -	$ 68,935,922
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 41,294,738	$ -	$ -	$ 41,294,738
Classified Salaries (2000-2999)	$ 27,740,908	$ -	$ -	$ 27,740,908
Employee Benefits (3000-3999)	$ 24,181,939	$ 36,632	$ -	$ 24,218,571
Books and Supplies (4000-4999)	$ 9,436,496	$ -	$ -	$ 9,436,496
Services, Other Operating Expenses (5000-5999)	$ 8,971,553	$ -	$ -	$ 8,971,553
Capital Outlay (6000-6599)	$ 100,000	$ -	$ -	$ 100,000
Other Outgo (7100-7299) (7400-7499)	$ 6,791,962	$ -	$ -	$ 6,791,962
Direct Support/Indirect Cost (7300-7399)	$ 3,098,569	$ -	$ -	$ 3,098,569
Other Adjustments				
TOTAL EXPENDITURES	$ 121,616,165	$ 36,632	$ -	$ 121,652,797
OPERATING SURPLUS (DEFICIT)	$ (52,680,243)	$ (36,632)	$ -	$ (52,716,875)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ -	$ -	$ -	$ -
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ 50,063,250	$ -	$ -	$ 50,063,250
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (2,616,993)	$ (36,632)	$ -	$ (2,653,625)
BEGINNING BALANCE	$ 4,236,302			$ 4,236,302
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ -
CURRENT-YEAR ENDING BALANCE	$ 1,619,309	$ (36,632)	$ -	$ 1,582,677
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	$ 1,619,309	$ (36,632)	$ -	$ 1,582,677
Reserved for Economic Uncertainties (9789)	$ -	$ -	$ -	$ -
Assigned Amounts (9740)	$ -	$ -	$ -	$ -
Unappropriated Amount (9790)	$ -	$ -	$ -	$ -

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **CUEA**

	Column 1 Latest Board-Approved Budget Before Settlement (Unaudited Actual)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 260,611,410	$ -	$ -	$ 260,611,410
Remaining Revenues (8100-8799)	$ 100,015,178	$ -	$ -	$ 100,015,178
TOTAL REVENUES	$ 360,626,588	$ -	$ -	$ 360,626,588
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 192,064,006	$ -	$ -	$ 192,064,006
Classified Salaries (2000-2999)	$ 56,263,301	$ -	$ -	$ 56,263,301
Employee Benefits (3000-3999)	$ 77,856,861	$ 164,635	$ -	$ 78,021,496
Books and Supplies (4000-4999)	$ 13,360,050	$ -	$ -	$ 13,360,050
Services, Other Operating Expenses (5000-5999)	$ 26,446,855	$ -	$ -	$ 26,446,855
Capital Outlay (6000-6599)	$ 350,000	$ -	$ -	$ 350,000
Other Outgo (7100-7299) (7400-7499)	$ 10,417,545	$ -	$ -	$ 10,417,545
Direct Support/Indirect Cost (7300-7399)	$ (555,251)	$ -	$ -	$ (555,251)
Other Adjustments				
TOTAL EXPENDITURES	$ 376,203,367	$ 164,635	$ -	$ 376,368,002
OPERATING SURPLUS (DEFICIT)	$ (15,576,779)	$ (164,635)	$ -	$ (15,741,414)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$ -	$ -	$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ -	$ -	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (12,818,482)	$ (164,635)	$ -	$ (12,983,117)
BEGINNING BALANCE	$ 28,644,197			$ 28,644,197
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ -
CURRENT-YEAR ENDING BALANCE	$ 15,825,715	$ (164,635)	$ -	$ 15,661,080
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	$ 1,944,309	$ (36,632)	$ -	$ 1,907,677
Reserved for Economic Uncertainties (9789)	$ 7,525,000	$ 2,360	$ -	$ 7,527,360
Assigned Amounts (9780)	$ 4,995,320	$ -	$ -	$ 4,995,320
Unappropriated Amount - Unrestricted (9790)	$ 1,361,086	$ (130,363)	$ -	$ 1,230,723
Unappropriated Amount - Restricted (9790)	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties Percentage	2.00%			2.00%

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **CUEA**

	2011-12 Total Current Budget After Settlement	2012-13 First Subsequent Year After Settlement	2013-14 Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	$ 260,611,410	$ 265,486,267	$ 272,573,086
Remaining Revenues (8100-8799)	$ 100,015,178	$ 84,013,322	$ 84,013,322
TOTAL REVENUES	$ 360,626,588	$ 349,499,589	$ 356,586,408
EXPENDITURES			
Certificated Salaries (1000-1999)	$ 192,064,006	$ 193,357,715	$ 196,900,118
Classified Salaries (2000-2999)	$ 56,263,301	$ 59,535,083	$ 60,839,063
Employee Benefits (3000-3999)	$ 78,021,496	$ 79,165,074	$ 79,860,062
Books and Supplies (4000-4999)	$ 13,360,050	$ 10,347,948	$ 10,297,742
Services, Other Operating Expenses (5000-5999)	$ 26,446,855	$ 26,234,613	$ 26,357,635
Capital Outlay (6000-6999)	$ 350,000	$ 350,000	$ 350,000
Other Outgo (7100-7299) (7400-7499)	$ 10,417,545	$ 10,579,707	$ 10,746,734
Direct Support/Indirect Cost (7300-7399)	$ (555,251)	$ (555,251)	$ (555,251)
Other Adjustments-Additional Cuts Needed		$ (26,600,000)	$ (26,600,000)
TOTAL EXPENDITURES	$ 376,368,002	$ 352,414,889	$ 358,196,103
OPERATING SURPLUS (DEFICIT)	$ (15,741,414)	$ (2,915,300)	$ (1,609,695)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$ 2,758,297	$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (12,983,117)	$ (157,003)	$ 1,148,602
BEGINNING BALANCE	$ 28,644,197	$ 15,661,080	$ 15,504,077
CURRENT-YEAR ENDING BALANCE	$ 15,661,080	$ 15,504,077	$ 16,652,679
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	$ 1,907,677	$ 1,671,045	$ 1,671,045
Reserved for Economic Uncertainties - Unrestricted (9789)	$ 7,527,360	$ 7,048,298	$ 7,163,922
Reserved for Economic Uncertainties - Restricted (9789)	$ -	$ -	$ -
Assigned Amounts (9780)	$ 4,995,320	$ 4,995,320	$ 4,995,320
Unappropriated Amounts - Unrestricted (9790)	$ 1,230,723	$ 1,789,414	$ 2,822,392
Unappropriated Amounts - Restricted (9790)	$ 0	$ -	$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2011-12	2012-13	2013-14
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 376,368,002	$ 352,414,889	$ 358,196,103
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR $50,000	$ 7,527,360	$ 7,048,298	$ 7,163,922

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	$ 7,527,360	$ 7,048,298	$ 7,163,922
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	$ -	$ -	$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	$ -	$ -	$ -
g.	Total Available Reserves	$ 7,527,360	$ 7,048,298	$ 7,163,922
h.	Reserve for Economic Uncertainties Percentage	2.00%	2.00%	2.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2011-12	Yes	X	No	
2012-13	Yes	X	No	
2013-14	Yes	X	No	

4. If no, how do you plan to restore your reserves?

N/A

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

   Not applicable

6. Please include any additional comments and explanations of Page 4 as necessary:

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Educational Association Bargaining Unit, during the term of the agreement from July 1, 2009 to June 30, 2012 .

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:		Budget Adjustment Increase (Decrease)
Expenditures/Other Financing Uses		$ 329,270
Ending Balance Increase (Decrease)		$ (329,270)
Expenditures/Other Financing Uses		$ -
Ending Balance Increase (Decrease)		0

District Superintendent (Signature) — **Date**

Chief Business Officer (Signature) — **Date**

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee) **(Signature)**	**Date**
Ronald N. Lebs **Contact Person**	949-234-9211 **Phone**
(Signature)	**Date**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 14, 2011

RESOLUTION NO. 1112-25 - ESTABLISHING CRITERIA FOR ADJUSTING TRUSTEE AREA BOUNDARIES

BACKGROUND INFORMATION

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

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

CURRENT CONSIDERATIONS

The first step in the process of establishing new Trustee areas is for the Trustees to adopt criteria by which the analysis of the new voting districts will be performed and measured. This presentation will consist of five components:

1. Review of election/redistricting laws and procedures
2. Review of the current Trustee boundaries
3. Review of proposed schedule and optional services
4. Solicitation of input from Trustees
5. Adoption of Resolution 1112-25, Resolution Establishing Criteria for Adjusting Trustee Area Boundaries

Attached for Trustee review and consideration are the following exhibits:

1. Resolution 1112-25 – Resolution Establishing Criteria for Adjusting Trustee Area Boundaries
2. Current Trustee Area Map
3. Redistricting Schedule Options

Trustees will also decide on the level of services to be provided by the demographer. These include:

Number of Additional In-person Meetings	$2,000 (per meeting)
Option 1: Create and Maintain Project Website	$4,500
Option 2: Paper/PDF/Excel "Public Participation Kit"	$4,000
Option 3: Online Redistricting Application	$11,500

FINANCIAL IMPLICATIONS

Estimated financial implications associated with the Trustee areas boundary redistricting process are estimated as follows:

Demographer	$40,000 - $68,000	Depends on level services requested
Legal Fees	$20,000 - $30,000	
Election Costs	$300,000 - $364,000	Depends on number of voters
Total	$260,000 - $462,000	

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, to present this item along with Douglas Johnson from National Demographics Corporation, whose firm was selected through RFQ/No. 5-1112. Following discussion, it is recommended the Board of Trustees provide direction regarding schedule/timeline and approve Resolution 1112-25, Establishing Criteria for Adjusting Trustee Area Boundaries.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-25

ESTABLISHING CRITERIA FOR ADJUSTING TRUSTEE AREA BOUNDARIES

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

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

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

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

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

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

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

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

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

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

1. Each Trustee area shall contain a nearly equal number of inhabitants;

2. Trustee area borders shall be drawn in a manner that complies with the Federal Voting Rights Act;

3. Trustee areas shall consist of contiguous territory in as compact a form as possible;

4. Trustee area borders shall respect communities of interest as much as possible;

5. Trustee area borders shall follow visible natural and man-made geographical and topographical features as much as possible;

6. Each new Trustee area shall preserve the corresponding existing Trustee area's population and territory as much as possible;

7. Trustee area borders shall follow jurisdictional boundaries as much as possible;

8. Trustee area borders shall take into consideration the location of schools;

9. Trustee area borders shall attempt to avoid head-to-head contests between incumbent members of the Board of Trustees insofar as this does not conflict with federal or state law;

10. Trustee areas known to be areas of higher-than-average population growth in the two to five years following this boundary line adjustment may be underpopulated within the population deviation amounts allowed by law.

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

AYES: ( )

NOES ( )

ABSENT ( )

ABSTAIN ( )

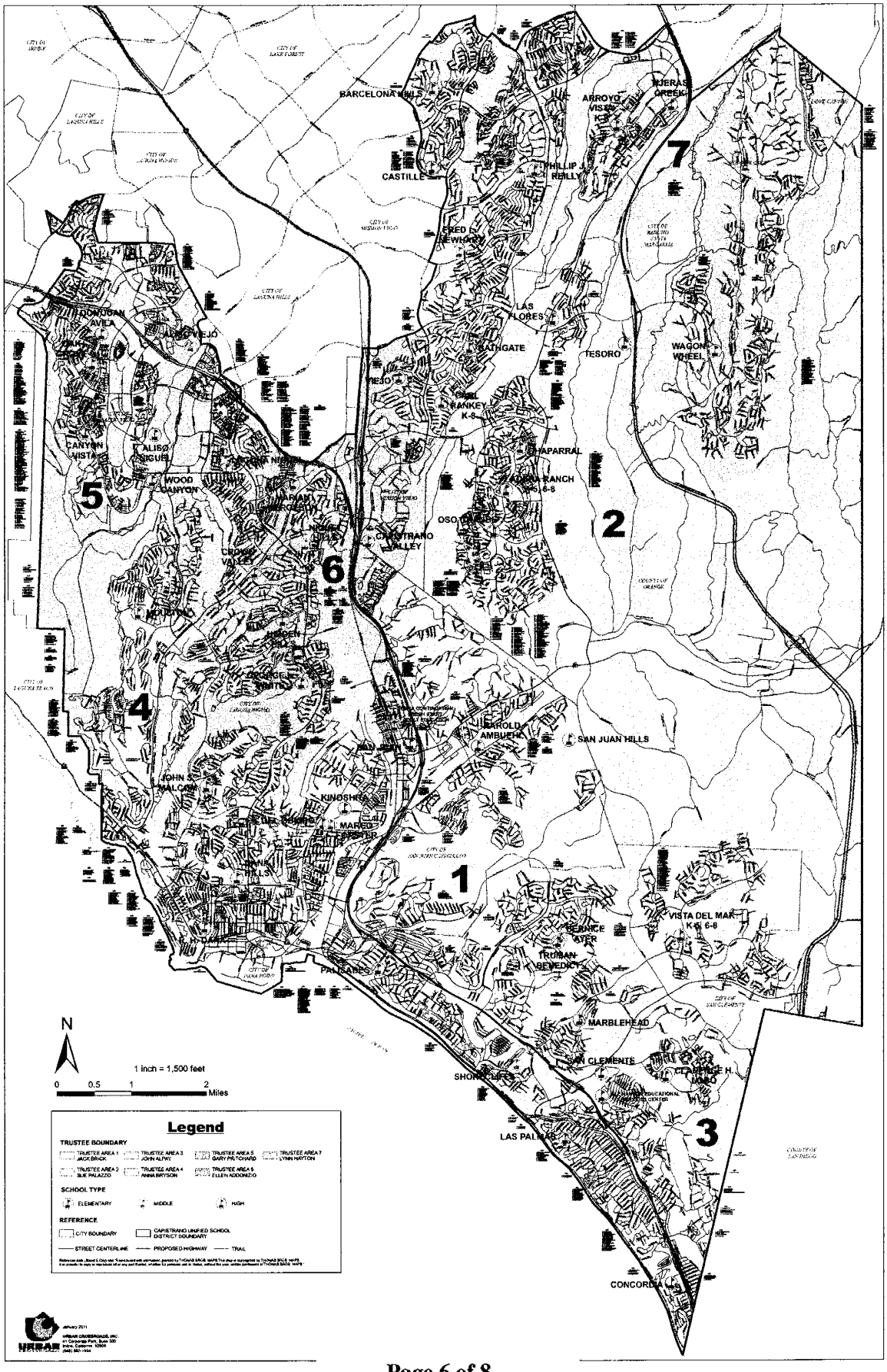
I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting thereof on the 14th day of November, 2011, by a roll call vote of said Board.

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

_____
John M. Alpay, Clerk

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

BOARD OF TRUSTEES REPRESENTATION AREAS
2010 - 2011



Capistrano Unified School District
Redistricting Schedule Options

Completion Deadline: March 1, 2012

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

Option 2: Extensive Outreach				
Meeting Date	**Agenda Packets go out**	**Materials to Staff**	**Deliverables**	**Action Items**
14-Nov-11	7-Nov-11	1-Nov-11	Criteria Resolution	Adopt criteria resolution
			Demographics of existing trustee areas Introduction to process & rules Presentation on schedule options	Provide direction on schedule
30-Nov-11	23-Nov-11	16-Nov-11	no action (not enough time to draft plans)	
12-Dec-11	5-Dec-11	28-Nov-11	Draft Plans	Board Review of Draft Plans prior to public forums
9-Jan-12	*n/a*	*19-Dec-11*	*Public Forum Presentation*	*Public Forum*
14-Jan-12	*n/a*	*same material as Jan 9*	*Public Forum Presentation*	*Public Forum*
19-Jan-12	*n/a*	*same material as Jan 9*	*Public Forum Presentation*	*Public Forum*
25-Jan-12	18-Jan-12	11-Jan-12	not on agenda	
13-Feb-12	6-Feb-12	31-Jan-12	Summary of Public Input Any requested new draft plans	Hear, review & discuss public input Narrow options Provide direction for final plan revisions, if desired
29-Feb-12	22-Feb-12	15-Feb-12	Revised plans, if any, and materials for final adoption	Final adoption

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 14, 2011

MANDARIN IMMERSION PROGRAM UPDATE

BACKGROUND INFORMATION

The Board approved the creation of a Mandarin Immersion Program (MIP) on September 26, 2011, for the 2012-2013 school year.

CURRENT CONSIDERATIONS

The program will be located at Marian Bergeson Elementary School and will begin with kindergarten and possibly first grade classes. The Mandarin fee-based preschool will serve approximately 48 four-year-old students. A classroom location has been identified at Marian Bergeson, furniture delivered, and appropriate licensing applications are underway. Staff is working toward enrolling students in the fee-based preschool program scheduled to begin in early 2012. The fee-based preschool will be a cost neutral program.

The MIP would use the District's standard core curriculum of English, Math, Science, and History/Social Science in the targeted language of Mandarin and English. Listed below is the language instructional model for MIP:

- Kindergarten and First Grade: 80 percent Mandarin and 20 percent English
- Second Grade: 70 percent Mandarin and 30 percent English
- Third Grade: 60 percent Mandarin and 40 percent English
- Fourth and Fifth Grades: 50 percent Mandarin and 50 percent English

The MIP would teach using the zhuyin and traditional characters, followed by instruction in pinyin starting in the 3rd grade. By planning the language instruction this way, students would not have interference with English phonics since it is a completely different system. They would be precise in their pronunciation and have the ability to sound out words. Lastly, students would learn the history of the character by starting with zhuyin, which explains and enhances the cultural experience of the language.

An Intent to Enroll form was developed for both the fee-based preschool and MIP programs and made available on the District website to solidify interest and create a Listserv for future communications with families. There have been 160 forms completed to date. Families receive weekly program updates from the principal via the school Listserv newsletter.

Bergeson Principal Barbara Scholl, met with the site foundation board, who approved the MIP parent group as members of Bergeson's non-profit foundation. The MIP parent group is ready to begin fundraising to support the MIP implementation in September, 2012.

Staff is bringing forward changes to Board policy which would facilitate an early open enrollment window the first week of December, 2011 for MIP. Notification of an awarded spot in the program before the end of the year would allow parents a full semester to fundraise and establish support for the inaugural year of implementation of MIP. The standard open enrollment window in February will reopen for additional spots to be filled.

A Mandarin credentialed teacher recruitment process for the 2012-2013 school year is currently underway. Collaborative partnerships are being pursued for a Chinese sister school selection, equipment donation, textbooks, and multicultural experiences for teachers, students, and staff. District staff is also pursuing potential recruitment candidates from existing programs, Chinese universities, and potential community partners.

FINANCIAL IMPLICATIONS

There was no impact to the general fund.

STAFF RECOMMENDATION

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will provide the Mandarin Immersion Program update and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

TEN POINT MOTION FOR THE MANDARIN IMMERSION PROGRAM
Action Plan and Progress Report

Motion Item	Action	Status
1. Approve the creation of a Mandarin Immersion Program within CUSD starting in the 2012-2013 school year.	Approved by Board of Trustees on 9/26/11	Completed
2. Creation of this program will start with a kindergarten program and if deemed feasible and economical by staff, at their sole discretion, include the first grade in the initial launch.	Intent to register for kindergarten and/or first grade forms were created and posted on the District website to determine the number of classes that will be needed. Recruitment of Mandarin bilingual teachers is underway. Staffing will drive the number of classes that can be created.	In process
3. Program to operate as an *80:20 model* and teach both traditional and simplified characters.	The program will be structured as an 80:20 model in Kindergarten and first, 70:30 in second, 60:40 in third, 50:50 in fourth and fifth grades. Curriculum will include introducing traditional characters and zhuyin phonetic symbols in kindergarten and introducing pinyin beginning in fourth grade.	Completed
4. Program to operate as a school within a school as a magnet testable program giving all CUSD students equal access.	The program is referred to as the Mandarin Immersion Program @ Bergeson. Enrollment will be done by using the existing Open Enrollment (OE) process, which is done by lottery. An early OE window in December will be opened to allow parents to know if their child was	Completed

	accepted so they can begin fundraising.	
5. Program situated at an elementary school near the 5 (freeway) and 73 (toll road), specifically Marian Bergeson Elementary School.	The MIP will be a part of Bergeson Elementary School under the leadership of Barbara School, principal.	Completed
6. Approve the creation of Mandarin Community Education program, also to launch in tandem with the Mandarin Immersion Program for the purpose of additional revenue and to launch the program at the earliest possible convenience.	Investigation is underway as to whether Community Education can host fee-based afterschool programs.	In process
7. Staff instructed to begin the process of finding and facilitating the creation of a companion Mandarin pre-school program (i.e. partner with a third party).	The pre-school program will be a fee-based program run by the District. The preschool classroom located was identified as being near the kindergarten area. Furniture was delivered. Licensing applications is in process. Four year old students as of November 2, 2011 will be eligible for either a two day or three day program. A total of 48 students can be served. Staffing for the teacher and aide position are underway.	In process
8. Staff is directed to begin marketing the program within and outside its boundaries, as deemed appropriate, including the creation of a listserv for the Mandarin Immersion Program on the CUSD website and a dedicated page giving information to all interested parents.	The MIP has a dedicated page on the District website. As the intent to enroll forms are turned in, parents are invited to enroll in the Bergeson BARK listserv to receive updates on the program and enrollment.	In process
9. Staff is instructed to work with the Mandarin Immersion parent groups on the creation of a 501 (c) 3 and make sure they adhere to all District policies on fundraising and maintenance of funds.	Barbara Scholl met with the Bergeson Foundation to vote in the Mandarin Immersion parent groups as a part of the non-profit Foundation group. Parents may begin fundraising and will have a separate account within the Bergeson 501(c)3.	Completed

10. Staff if instructed to, at all times, keep the Board of Trustees informed of the progress of the non-profit organization in fundraising to maintain and ascertain whether the program would indeed be cost-neutral and if it seems that the program fall short to immediately bring it to the attention of the Board and agendize for further discussion.	Friday updates were sent on 10/6/11 and 10/21/11. Update to the Board on 11/14/11.	In process

School Facility Mitigation Agreements & Community Facilities Districts

Part 2

November 14, 2011



1

Introduction



- Purpose
  - Provide background on CUSD facility funding
  - Provide clarity on CUSD CFD policy/procedures
  - Set foundation for future mitigation agreements
  - Provide direction to staff & answer questions
- Two-part presentation
  1. CFD background and mechanics
  2. Existing CFDs and prospective CFD policies

2

Part Two – Existing CFDs & Prospective CFD Policies

8. Existing CUSD CFDs
   a. Example CFD 87-1 Aliso Viejo/Mission Viejo
9. Post Initial Facilities Policies
10. Development Projects on the Horizon
11. Policy Questions/Direction
12. Conclusion – Questions/Direction



3

8. Existing CUSD CFDs

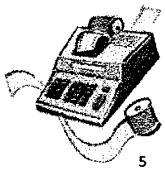
- Review of Existing CUSD CFDs
  - 10 CFDs
  - Financial Information
- Authorized expenditures
  - Expenditure of Special Taxes (attachment)
- Permissible uses of CFD funds
  - Facilities that support the students residing in the areas from where the special taxes are collected.
  - Projects as defined in CFD formation documents



4

9. Post Initial Facilities Policies

- What to do with excess special taxes when initially anticipated projects are completed?
  - Retire outstanding bonds
  - Construct additional allowable projects
    - Additional capital projects
    - Facility Master Plan needs
    - Rehabilitation of existing facilities
  - Reduce annual tax levy
- Refunding Bonds
  - Refinancing the debt



5

10. Projects on the Horizon

- Rancho Mission Viejo Company
  - 14,000 units total (9 planning areas)
    - 8,000 units - market rate
    - 6,000 units - age qualified
  - Planning area #1 (Antonio Pkwy & Ortega Hwy)
    - 1,000 units (50/50 age qualified/market rate)
  - Planning area #2
    - 2,700 units (market rate)
- San Juan Hills - Pacific Communities
  - 136 units



11(a). Policy Questions/Direction

1. What comprises a school?
   1. Education specification/grade configurations
2. Who bears risk of uncertain state funding?
3. How will future projects be funded?
4. If through CFDs, will agreements:
   1. Specifically or generally define facilities
   2. Have facility matched tax rates or defined rates
5. What will be the term of the levy?



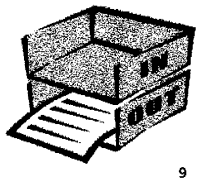
11(b). Policy Questions/ Direction Cont.

6. What to do with excess special taxes when initially anticipated projects are completed?
7. Treatment of pay-as-you-go proceeds?
8. Should projects include JCFAs?
9. Refunding considerations?



12. Conclusion

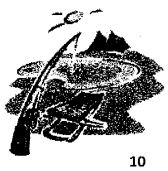
- Questions
- Comments
- Direction



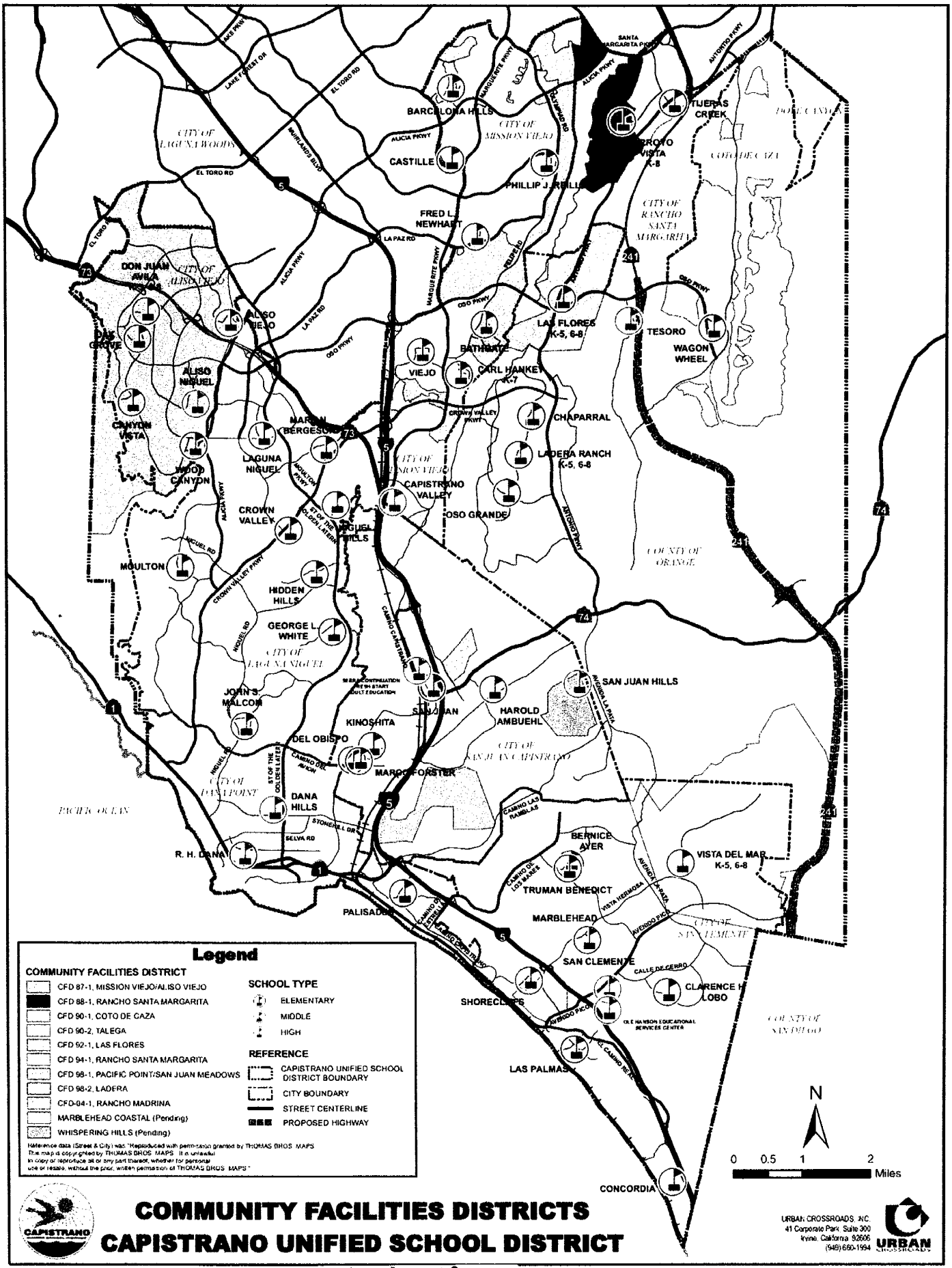
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The End

Thank you!



10



Attachment 2

Funding Source	Location	Available Funds As of 6/30/11	Bond Maturity	Term of Special Tax Levy (Pursuant to RMA)
CFD 87-1	Aliso Viejo and Mission Viejo	17,728,794	2020	N/A [1]
CFD 88-1	Rancho Santa Margarita	223,896	2014	N/A [1]
CFD 90-1	Coto de Caza	1,825,680	N/A	N/A [1]
CFD 90-2	Talega, San Clemente	3,202,945	2032	2041-42
CFD 90-2, IA 2002-1	Talega, San Clemente	1,005,081	2033	2044-45
CFD 92-1	Las Flores	5,217,344	2023	N/A [1]
CFD 94-1	Rancho Santa Margarita	1,271,136	N/A	2014 [2]
CFD 98-1A	Pacifica San Juan, SJC	1,034,155	N/A	2044-45
CFD 98-2	Ladera Ranch	4,999,046	2033	[3]
CFD 2004-1	Rancho Madrina, SJC	60,564	2034	2043-44
Fund 23	SFID	5,084,706		
Fund 25	Capital Facilities-Developer Fees	4,322,211		
Fund 35	School Facility Fund-Prop 1A	1,111,630		
Fund 39	School Facility Fund-Prop 47	994,125		
Fund 40	Mission Viejo RDA	5,056,534		
Fund 40	San Juan Capistrano RDA	0		
Fund 40	Sun Cal	34,311		
Fund 40	San Clemente RDA	215,016		

[1] Formed before the Mello-Roos Act required an end date to be specified.
[2] Pursuant to the RMA for CFD 94-1, the special tax will be levied each year until all CFD No. 88-1 special tax bonds are repaid, but in any case, not after fiscal year 2030-31.
[3] Levied for a period of 40 years from the first fiscal year in which the assessor's parcel first becomes developed property.

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

FUND 87-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$10,358,536	$10,462,121
TOTAL REVENUES	**$10,358,536**	**$10,462,121**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$159,610	$161,206
Capital Outlay	$444,684 [1]	$15,200,000 [2]
Other Outgo	$0	$0
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$7,037,875	$7,108,254
TOTAL EXPENDITURES	**$7,642,169**	**$22,469,460**
EXCESS/(DEFICIENCY)	**$2,716,367**	**($12,007,338)**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$2,716,367**	**($12,007,338)**

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

FUND 87-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$15,638,344	$18,354,711
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$15,638,344**	**$18,354,711**
ENDING BALANCE	**$18,354,711**	**$6,347,373**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$18,354,711	$6,347,373

[1] Amounts include preliminary work for theater at CVHS

[2] Allocation is for construction projects
- Beginning theater construction at CVHS ($15.M)
- Beginning MPR renmodel at NMS ($200k)

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

FUND 88-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$1,540,118	$1,555,519
TOTAL REVENUES	**$1,540,118**	**$1,555,519**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$60,338	$60,941
Capital Outlay	$0	$0
Other Outgo	$0	$0
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$1,289,300	$1,302,193
TOTAL EXPENDITURES	**$1,349,638**	**$1,363,134**
EXCESS/(DEFICIENCY)	**$190,480**	**$192,385**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$190,480**	**$192,385**

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

FUND 88-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$760,061	$950,541
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$760,061**	**$950,541**
ENDING BALANCE	**$950,541**	**$1,142,926**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$950,541	$1,142,926

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

FUND 90-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$88,885	$89,774
TOTAL REVENUES	**$88,885**	**$89,774**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$26,593	$26,859
Capital Outlay	$0	$0
Other Outgo	$0	$0
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$0	$0
TOTAL EXPENDITURES	**$26,593**	**$26,859**
EXCESS/(DEFICIENCY)	**$62,292**	**$62,915**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$62,292**	**$62,915**

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

FUND 90-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$1,766,934	$1,829,226
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$1,766,934**	**$1,829,226**
ENDING BALANCE	**$1,829,226**	**$1,892,141**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$1,829,226	$1,892,141

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

FUND 90-2 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$7,709,405	$7,747,952
TOTAL REVENUES	**$7,709,405**	**$7,747,952**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$339,525	$342,920
Capital Outlay	$229,884	$0
Other Outgo	$446,182 [1]	$450,644 [2]
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$5,739,571	$5,796,967
TOTAL EXPENDITURES	**$6,755,162**	**$6,590,531**
EXCESS/(DEFICIENCY)	**$954,243**	**$1,157,421**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$954,243**	**$1,157,421**

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

FUND 90-2 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$4,173,729	$5,127,972
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$4,173,729**	**$5,127,972**
ENDING BALANCE	**$5,127,972**	**$6,285,393**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$5,127,972	$6,285,393

[1] A portion of semi-annual COP principal and interest payments due in FY 2010-11.
[2] A portion of semi-annual COP principal and interest payments due in FY 2011-12.

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

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

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

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

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

FUND 94-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$316,665	$319,832
TOTAL REVENUES	**$316,665**	**$319,832**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$32,812	$33,140
Capital Outlay	$0	$0
Other Outgo	$0	$0
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$0	$0
TOTAL EXPENDITURES	**$32,812**	**$33,140**
EXCESS/(DEFICIENCY)	**$283,853**	**$286,692**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$283,853**	**$286,692**

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

FUND 94-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2010/2011 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$1,271,136	$1,554,989
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$1,271,136**	**$1,554,989**
ENDING BALANCE	**$1,554,989**	**$1,841,681**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$1,554,989	$1,841,681

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

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

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

FUND NEW DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$1,034,155	$1,329,019
Audit Adjustments	$1	$0
NET BEGINNING BALANCE	**$1,034,156**	**$1,329,019**
ENDING BALANCE	**$1,329,019**	**$1,626,831**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$1,329,019	$1,626,831

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

FUND 98-2 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$9,738,223	$9,835,605
TOTAL REVENUES	**$9,738,223**	**$9,835,605**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$184,672	$186,519
Capital Outlay	$1,282,225 [1]	$6,600,000 [2]
Other Outgo	$466,182 [3]	$470,844 [4]
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$6,997,413	$7,067,387
TOTAL EXPENDITURES	**$8,930,492**	**$14,324,750**
EXCESS/(DEFICIENCY)	**$807,731**	**($4,489,144)**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$807,731**	**($4,489,144)**

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

FUND 98-2 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$4,941,900	$5,749,631
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$4,941,900**	**$5,749,631**
ENDING BALANCE	**$5,749,631**	**$1,260,487**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$5,749,631	$1,260,487

[1] Amounts include prior construction closeout and new projects at SJHHS.

[2] Allocation is for construction projects at SJHHS
- Beginning stadium construction ($1.5M)
- Security cameras ($100k)
- Pool Construction ($5.M)

[3] A portion of semi-annual COP principal and interest payments due in FY 2010-11.

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

FUND 2004-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$687,468	$694,343
TOTAL REVENUES	**$687,468**	**$694,343**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$52,560	$53,086
Capital Outlay	$4,093	$0
Other Outgo	$0	$0
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$408,010	$412,090
TOTAL EXPENDITURES	**$464,663**	**$465,176**
EXCESS/(DEFICIENCY)	**$222,805**	**$229,167**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$222,805**	**$229,167**

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

FUND 2004-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$793,791	$1,016,596
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$793,791**	**$1,016,596**
ENDING BALANCE	**$1,016,596**	**$1,245,763**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$1,016,596	$1,245,763

Authorized Funding Sources by Site

Funding Source	Fund 23 Measure "A"	Fund 25 Capital Facilities	City of MV Redevelopmt	City of SJC Redevelopmt	CFD 87-1 AV/MV	CFD 88-1 RSM	CFD 90-1 Coto de Caza	CFD 92-1 Las Flores	CFD 94-1 RSM II	CFD 98-1 Pacifica SJ	CFD 98-2 Ladera	CFD 90-2 Talega	CFD 2004-1 Rancho Madrina
Elementary Schools													
Ambuehl	✓	✓		✓						✓			✓
Arroyo Vista	✓	✓				✓			✓				
Don Juan Avila	✓	✓			✓								
Barcelona Hills	✓	✓	✓		✓								
Bathgate	✓	✓	✓		✓								
Benedict	✓	✓											
Bergeson	✓	✓											
Canyon Vista	✓	✓			✓								
Castille	✓	✓	✓		✓								
Chaparral	✓	✓									✓		
Concordia	✓	✓											
Crown Valley	✓	✓											
R.H. Dana	✓	✓											
Del Obispo	✓	✓		✓									
Hankey	✓	✓	✓										
Hidden Hills	✓	✓											
Kinoshita	✓	✓		✓									
Ladera Ranch	✓	✓									✓		
Laguna Niguel	✓	✓											
Las Flores	✓	✓						✓					
Las Palmas	✓	✓											
Lobo	✓	✓											
Malcom	✓	✓											
Marblehead	✓	✓											
Moulton	✓	✓											
Oak Grove	✓	✓			✓								
Oso Grande	✓	✓									✓		
Palisades	✓	✓											
Reilly	✓	✓	✓		✓								
San Juan	✓	✓		✓									
Tijeras Creek	✓	✓				✓	✓		✓				
Viejo	✓	✓	✓		✓								
Vista del Mar	✓	✓										✓	
Wagon Wheel	✓	✓					✓						
George White	✓	✓											
Wood Canyon	✓	✓			✓								

Authorized Funding Sources by Site

Funding Source	Fund 23 Measure "A"	Fund 25 Capital Facilities	City of MV Redevelopmt	City of SJC Redevelopmt	CFD 87-1 AV/MV	CFD 88-1 RSM	CFD 90-1 Coto de Caza	CFD 92-1 Las Flores	CFD 94-1 RSM II	CFD 98-1 Pacifica SJ	CFD 98-2 Ladera	CFD 90-2 Talega	CFD 2004-1 Rancho Madrina
Middle Schools													
Aliso Viejo MS	✓	✓			✓								
Arroyo Vista 6-8	✓	✓				✓			✓				
Don Juan Avila MS	✓	✓			✓								
Bernice Ayer MS	✓	✓											
Hankey 6-8 (5)	✓	✓	✓	To Be Reimb									
Ladera Ranch MS	✓	✓									✓		
Las Flores MS	✓	✓				✓	✓	✓	✓				
Marco Forster MS	✓	✓		✓						✓			✓
Newhart MS	✓	✓	✓		✓								
Niguel Hills MS	✓	✓											
Shorecliffs MS	✓	✓											
Vista del Mar MS	✓	✓										✓	
High Schools													
Aliso Niguel HS	✓	✓			✓								
Capistrano Valley HS	✓	✓	✓		✓								
Dana Hills HS	✓	✓											
San Clemente HS	✓	✓										✓	
San Juan Hills HS	✓	✓		✓						✓	✓	✓	✓
Tesoro HS	✓	✓				✓	✓	✓	✓		✓		
Other													
School Buses/District Vehicles (1)					✓								✓
District Support Facilities (2)					✓						✓	✓	✓
Ed Center COP Debt Service (3), (4)		✓		✓					✓	✓	✓	✓	✓

(1) CFD 87-1 payments for school buses were made from improvement area special taxes.
(2) CFD 87-1 payments for district support facilities were made from improvement area special taxes.
(3) COP debt service payments made from CFD's use either improvement area or pay-as-you-go special taxes.
(4) Currently, 100% of City of SJC Redevelopment funds are allocated to the Ed Center COP debt service.
(5) Hankey K-8 Conversion project was originally funded from CFD 87-1 and will be reimbursed with City of MV Redevelopment funds.

DAVID TAUSSIG & ASSOCIATES
Public Finance and Urban Economics
5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660
Phone: 949-955-1500 • Fax: 949-955-1590

August 31, 2011

Mr. Ron Lebs
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Dear Ron:

Enclosed please find the Sources and Uses of Funds statements for Community Facilities Districts No. 87-1, No. 88-1, No. 90-1, No. 90-2, IA No. 2002-1 of CFD No. 90-2, No. 92-1, No. 94-1, No. 98-1A, No. 98-2, No. 2004-1, and the Series 2002 COPs for the fourth quarter (the months of April, May, and June) of fiscal year 2010-2011.

Community Facilities District No. 87-1 (Series 2006)

Fourth quarter sources of funds for CFD No. 87-1 Series 2006 consisted of the receipt of special taxes. Special tax receipts of $4,155,961 were posted during the quarter, bringing the year-to-date total to $10,152,785. There were no investment agreement earnings or investment earnings on cash balances not in investment agreements posted during the quarter; therefore, the year-to-date totals remain $194,534 and $242, respectively.

Uses of funds in the fourth quarter consisted of payments for the acquisition and/or construction of school facilities and payments for professional services. Payments for the acquisition and/or construction of school facilities totaled $191,430, bringing the year-to-date total to $433,710. Payments for professional services totaled $47,456, bringing the year-to-date total to $159,610. A total of $2,592,875 in interest and $4,445,000 in principal were paid during the fiscal year. The next principal payment is due in September of 2011; therefore, outstanding bonded indebtedness is equal to $50,575,000.

Community Facilities District No. 88-1 (Series 1996)

Fourth quarter sources of funds for CFD No. 88-1 Series 1996 consisted of the receipt of special taxes. Special tax receipts of $609,499 were posted during the quarter, bringing the year-to-date total to $1,497,002. There were no investment agreement earnings or investment earnings on cash balances not in investment agreements posted during the quarter; therefore, the year-to-date totals remain $43,095 and $21, respectively.

Uses of funds in the fourth quarter consisted of payments for professional services totaling $17,257 and a miscellaneous rebate payment to the United States Treasury in the amount of $20,020. The

year-to-date total for professional services is $60,338. A total of $339,300 in interest and $950,000 in principal were paid during the fiscal year. The next principal payment is due in September of 2011; therefore, outstanding bonded indebtedness is equal to $4,745,000.

Community Facilities District No. 90-1

Fourth quarter sources of funds for CFD No. 90-1 consisted solely of special tax receipts totaling $24,613, bringing the year-to-date total to $88,920.

Uses of funds in the fourth quarter consisted of payments for professional services totaling $2,475, bringing the year-to-date total to $29,068.

Community Facilities District No. 90-2 (Series 2006)

Fourth quarter sources of funds for CFD No. 90-2 Series 2006 consisted of the receipt of special taxes. Special tax receipts of $1,479,666 were posted during the quarter, bringing the year-to-date total to $3,733,657. There were no investment agreement earnings or investment earnings on cash balances not in investment agreements posted during the quarter; therefore, the year-to-date totals remain $105,405 and $53, respectively.

Uses of funds in the fourth quarter consisted of payments for professional services totaling $32,357, bringing the year-to-date total to $33,894. A total of $1,907,464 in interest and $595,000 in principal were paid during the fiscal year. The next principal payment is due in September of 2011; therefore, outstanding bonded indebtedness is equal to $42,240,000.

Community Facilities District No. 90-2, Improvement Area No. 2002-1 (Series 2003)

Fourth quarter sources of funds for IA No. 2002-1 of CFD No. 90-2 Series 2003 consisted of the receipt of special taxes. Special tax receipts of $1,456,205 were posted during the quarter, bringing the year-to-date total to $3,681,637. There were no investment earnings on cash balances not in investment agreements posted during the quarter; therefore, the year-to-date total remains $86.

Miscellaneous sources of funds for the year include a payment of $188,653, which resulted from a draw on GC Builders' security deposit regarding construction of San Clemente High School Auxiliary Gym and Pool Building.

Uses of funds in the fourth quarter consisted of payments for the acquisition and/or construction of school facilities, payments for professional services, and a debt service payment on the Series 2002 Certificates of Participation. Payments for the acquisition and/or construction of school facilities totaled $202,896, bringing the year-to-date total to $229,884. Payments for professional services totaled $195,701, bringing the year-to-date total to $305,631. Payments made to the Certificates of Participation for debt service obligations totaled $81,854 for the quarter, and $446,183 for the year. A total of $2,842,107 in interest and $395,000 in principal were paid during the fiscal year. The next principal payment is due in September of 2011; therefore, outstanding bonded indebtedness is equal to $48,385,000.

Community Facilities District No. 92-1 (Series 1998)

Fourth quarter sources of funds for CFD No. 92-1 Series 1998 consisted of the receipt of special taxes. Special tax receipts of $1,249,181 were posted during the quarter, bringing the year-to-date total to $2,917,195. There were no investment agree; therefore, the year-to-date totals remain $124,430 and $71, respectively.

Uses of funds in the fourth quarter consisted of payments for the acquisition and/or construction of school facilities and payments for professional services. Payments for the acquisition and/or construction of school facilities totaled $750, which equals the year-to-date total. Payments for professional services totaled $23,571, bringing the year-to-date total to $71,560. A total of $1,056,238 in interest and $1,135,000 in principal were paid during the fiscal year. The next principal payment is due in September of 2011; therefore, outstanding bonded indebtedness is equal to $20,835,000.

Community Facilities District No. 94-1

Fourth quarter sources of funds for CFD No. 94-1 consisted solely of the receipt of special taxes totaling $13,474,596, bringing the year-to-date total to $32,991,994. Deposits attributed to CFD No. 94-1 totaled $138,819 during the fourth quarter, bringing the year-to-date total to $325,891.

Uses of funds in the fourth quarter consisted solely of payments for professional services in the amount of $10,786, bringing the year-to-date total to $32,812.

Special tax receipts totaling $13,335,777 for all other School District CFDs were transferred from CFD No. 94-1 to the respective Special Tax Fund for each CFD during the fourth quarter, bringing the year-to-date total to $32,666,103.

Community Facilities District No. 98-1A

Fourth quarter sources of funds for CFD No. 98-1A consisted of the receipt of special taxes and investment earnings on cash balances not in investment agreements. Special tax receipts of $119,118 were posted during the quarter, bringing the year-to-date total to $316,203. Investment earnings on cash balances not in investment agreements of $172 were posted during the quarter, bringing the year-to-date total to $755.

Uses of funds in the fourth quarter consisted solely of payments for professional services in the amount of $13,843, bringing the year-to-date total to $22,095.

Community Facilities District No. 98-2 (Series 2005)

Fourth quarter sources of funds for CFD No. 98-2 Series 2005 consisted of the receipt of special taxes. Special tax receipts of $4,020,861 were posted during the quarter, bringing the year-to-date total to $9,738,080.

Uses of funds in the fourth quarter consisted of payments for the acquisition and/or construction of school facilities, payments for professional services, and a debt service payment on the Series 2002 Certificates of Participation. Payments for the acquisition and/or construction of school facilities totaled $816,011, bringing the year-to-date total to $1,282,225. Payments for professional services totaled $67,330, bringing the year-to-date total to $184,672. Payments to the Certificates of Participation for debt service obligations totaled $81,854 for the quarter and $446,183 for the fiscal year. A total of $5,107,413 in interest and $1,890,000 in principal were paid during the fiscal year. The next principal payment is due in September of 2011; therefore, outstanding bonded indebtedness is equal to $112,004,491.

Community Facilities District No. 2004-1 (Series 2005)

Fourth quarter sources of funds for CFD No. 2004-1 Series 2005 consisted of special tax receipts and investment earnings on cash balances not in investment agreements. Special tax receipts of $245,286 were posted during the quarter, bringing the year-to-date total to $685,703. Investment earnings on cash balances not in investment agreements of $225 were posted during the quarter, bringing the year-to-date total to $1,765.

Uses of funds in the fourth quarter consisted solely of payments for professional services in the amount of $28,899, bringing the year-to-date total to $52,560. There were no payments for the acquisition and/or construction of city or school facilities, so the year-to-date totals for city and school facilities remain $464,227 and $4,093, respectively. A total of $348,010 in interest and $60,000 in principal were paid during the fiscal year. The next principal payment is due in September of 2011; therefore, outstanding bonded indebtedness is equal to $6,875,000.

Certificates of Participation (Series 2002)

Fourth quarter sources of funds for Certificates of Participation Series 2002 included the receipt of tax increment funds, CFD payments, and investment agreement earnings. Tax increment funds totaled $149,261, bringing the year-to-date total to $925,066. CFD payments and investment agreement earnings totaled $163,709 and $71,694, respectively. The year-to-date total for CFD payments is $892,365, for investment agreement earnings is $142,596, and for investment earnings on cash balances not in investment agreements is $2.

Uses of funds in the fourth quarter consisted of an interest payment in the amount of $600,654, bringing the year-to-date total to $1,220,115. The payment was made from money on hand in the Lease Payment Fund and investment agreement earnings in the Reserve Fund. There were no payments for professional services in the fourth quarter, so the year-to-date total remains $7,800. The next principal payment is due in December of this year; therefore, outstanding bond indebtedness is $23,855,000.

In addition, the Project Fund was closed and the remaining balance was transferred to the Lease Payment Fund during the fiscal year.

If you have any questions or comments regarding these statements, please call Andrea or me at (949) 955-1500.

Sincerely,

William Blandon
Senior Associate

Enclosures

cc: Randall L. Rowles, Capistrano Unified School District

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COMMUNITY FACILITIES DISTRICT NO. 87-1
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT
SERIES 2006 SPECIAL TAX BONDS
FISCAL YEAR 2010-2011

	SPECIAL TAX FUND	INTEREST ACCOUNT	PRINCIPAL ACCOUNT	SPECIAL RESERVE FUND	RESERVE ACCOUNT	ADMIN EXPENSE ACCOUNT	REDEMPTION ACCOUNT	ACQUIS. & CONST. FUND	REBATE FUND	COST OF ISSUANCE ACCOUNT	TOTAL
BEGINNING BALANCE	$8,149,693	$0	$0	$14,882,319	$3,576,300	$224,001	$0	$532,024	$0	$0	$27,364,337
SOURCES OF FUNDS											
SPECIAL TAX RECEIPTS	$10,152,785	$0	$0	$0	$0	$0	$0	$0	$0	$0	$10,152,785
INVESTMENT AGRMNT. EARNINGS	$0	$0	$0	$0	$194,534	$0	$0	$0	$0	$0	$194,534
OTHER INVESTMENT EARNINGS	$85	$0	$0	$149	$0	$2	$0	$5	$0	$0	$242
MISCELLANEOUS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL SOURCES	$10,152,870	$0	$0	$149	$194,534	$2	$0	$5	$0	$0	$10,347,562
USES OF FUNDS											
INTEREST PAYMENTS	$0	($2,592,875)	$0	$0	$0	$0	$0	$0	$0	$0	($2,592,875)
PRINCIPAL PAYMENTS	$0	$0	($4,445,000)	$0	$0	$0	$0	$0	$0	$0	($4,445,000)
PUBLIC FACILITIES	$0	$0	$0	($114,036)	$0	($291,692)	$0	($27,982)	$0	$0	($433,710)
PROFESSIONAL SERVICES	$0	$0	$0	($97,182)	$0	($62,428)	$0	$0	$0	$0	($159,610)
MISCELLANEOUS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL USES	$0	($2,592,875)	($4,445,000)	($211,218)	$0	($354,120)	$0	($27,982)	$0	$0	($7,631,195)
TRANSFERS	($9,670,059)	$2,592,875	$4,445,000	$2,553,496	($194,534)	$273,222	$0	$0	$0	$0	$0
ENDING BALANCE	$8,632,505	$0	$0	$17,224,747	$3,576,300	$143,105	$0	$504,048	$0	$0	$30,080,704

PRINTED: 08/31/11
15:36

P PAGE:1

COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT
SERIES 1996 BONDS
FISCAL YEAR 2010-2011

	CONSTRUCTION ACCOUNT - 1996 BONDS	CONSTRUCTION ACCOUNT - PRIOR BONDS	ADMINISTRATIVE EXPENSE FUND	BOND RESERVE FUND	COST OF ISSUANCE	INTEREST ACCOUNT	PRINCIPAL ACCOUNT	SINKING REDEMPTION ACCOUNT	SPECIAL RESERVE FUND	OPTIONAL REDEMPTION ACCOUNT	REBATE FUND	SPECIAL TAX FUND	TOTAL
BEGINNING BALANCE	$0	$0	$48,587	$637,750	$0	$0	$475,000	$0	$711,474	$0	$23,367	$759,571	$2,655,750
SOURCES OF FUNDS													
SPECIAL TAX RECEIPTS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,497,002	$1,497,002
INVESTMENT AGREEMENT EARNINGS	$0	$0	$0	$43,095	$0	$0	$0	$0	$0	$0	$0	$0	$43,095
OTHER INVESTMENT EARNINGS	$0	$0	$0	$0	$0	$0	$5	$0	$7	$0	$0	$8	$21
ACCRUED INTEREST	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MISCELLANEOUS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL SOURCES	$0	$0	$0	$43,095	$0	$0	$5	$0	$7	$0	$0	$1,497,011	$1,540,118
USES OF FUNDS													
INTEREST PAYMENTS	$0	$0	$0	$0	$0	($339,300)	$0	$0	$0	$0	$0	$0	($339,300)
PRINCIPAL PAYMENTS	$0	$0	$0	$0	$0	$0	($950,000)	$0	$0	$0	$0	$0	($950,000)
PUBLIC FACILITIES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROFESSIONAL SERVICES	$0	$0	($60,338)	$0	$0	$0	$0	$0	$0	$0	$0	$0	($60,338)
ACCRUED INTEREST	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MISCELLANEOUS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($20,020)	$0	($20,020)
TOTAL USES	$0	$0	($60,338)	$0	$0	($339,300)	($950,000)	$0	$0	$0	($20,020)	$0	($1,369,659)
TRANSFERS	$0	$0	$95,000	($43,095)	$0	$339,300	$995,000	$0	($487,585)	$0	$0	($898,620)	$0
ENDING BALANCE	$0	$0	$83,250	$637,750	$0	$0	$520,005	$0	$223,896	$0	$3,347	$1,357,962	$2,826,209

PRINTED: 08/31/11 15:40

PAGE:1

CAPISTRANO UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 90-1
FISCAL YEAR 2010-2011

	CFD 90-1 WELLS FARGO 073-2849914
BEGINNING BALANCE	$1,765,729
SOURCES OF FUNDS	
SPECIAL TAX REVENUES	$88,920
INVESTMENT AGREEMENT EARNINGS	$0
OTHER INVESTMENT EARNINGS	$0
MISCELLANEOUS	$0
TOTAL SOURCES	$88,920
USES OF FUNDS	
INTEREST PAYMENTS	$0
PRINCIPAL PAYMENTS	$0
PUBLIC FACILITIES	$0
PROFESSIONAL SERVICES	($29,068)
MISCELLANEOUS	$0
TOTAL USES	($29,068)
TRANSFERS	$0
ENDING BALANCE	$1,825,581

PRINTED: 08/31/11 15:42

PAGE:1

COMMUNITY FACILITIES DISTRICT NO. 90-2
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT
SERIES 2006 SPECIAL TAX BONDS
Fiscal Year 2010-2011

	SPECIAL TAX FUND	INTEREST ACCOUNT	PRINCIPAL ACCOUNT	SPECIAL RESERVE FUND	RESERVE ACCOUNT	ADMIN EXPENSE ACCOUNT	REDEMPTION ACCOUNT	ACQUIS. & CONST. FUND	REBATE FUND	COST OF ISSUANCE ACCOUNT	TOTAL
BEGINNING BALANCE	$2,481,595	$0	$0	$2,248,950	$1,932,264	$314,811	$0	$0	$0	$0	$6,977,620
SOURCES OF FUNDS											
SPECIAL TAX RECEIPTS	$3,733,657	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,733,657
INVESTMENT AGRMNT. EARNINGS	$0	$0	$0	$0	$105,405	$0	$0	$0	$0	$0	$105,405
OTHER INVESTMENT EARNINGS	$27	$0	$0	$23	$0	$3	$0	$0	$0	$0	$53
MISCELLANEOUS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL SOURCES	$3,733,684	$0	$0	$23	$105,405	$3	$0	$0	$0	$0	$3,839,115
USES OF FUNDS											
INTEREST PAYMENTS	$0	($1,907,464)	$0	$0	$0	$0	$0	$0	$0	$0	($1,907,464)
PRINCIPAL PAYMENTS	$0	$0	($595,000)	$0	$0	$0	$0	$0	$0	$0	($595,000)
PUBLIC FACILITIES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROFESSIONAL SERVICES	$0	$0	$0	$0	$0	($33,894)	$0	$0	$0	$0	($33,894)
MISCELLANEOUS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL USES	$0	($1,907,464)	($595,000)	$0	$0	($33,894)	$0	$0	$0	$0	($2,536,358)
TRANSFERS	($3,577,015)	$1,907,464	$595,000	$953,972	($67,421)	$188,000	$0	$0	$0	$0	$0
ENDING BALANCE	$2,638,264	$0	$0	$3,202,945	$1,970,248	$468,920	$0	$0	$0	$0	$8,280,377

PRINTED: 08/31/11
15:44

P PAGE:1

COMMUNITY FACILITIES DISTRICT NO. 90-2 IMPROVEMENT AREA NO. 2002-1
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT
SERIES 2003 SPECIAL TAX BONDS
FISCAL YEAR 2010-2011

	SPECIAL TAX FUND	INTEREST ACCOUNT	PRINCIPAL ACCOUNT	RESERVE ACCOUNT	ADMIN EXPENSE ACCOUNT	SPECIAL RESERVE FUND	REDEMPTION ACCOUNT	ACQUISITION & CONST. ACCOUNT	SCHOOL FUND SUBACCOUNT	CITY FUND SUBACCOUNT	COST OF ISSUANCE ACCOUNT	REBATE ACCOUNT	ALTERNATIVE PENALTY ACCOUNT	ESCROW FUND	ESCROW INTEREST ACCOUNT	ESCROW RESERVE ACCOUNT	CAPITALIZED INTEREST SUBACCOUNT	TOTAL
BEGINNING BALANCE	$1,796,301	$0	$0	$4,956,238	$91,155	$1,518,813	$0	$0	$5,064	$0	$0	$0	$0	$0	$0	$0	$0	$8,367,570
SOURCES OF FUNDS																		
SPECIAL TAX RECEIPTS	$3,681,637	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,681,637
INVESTMENT AGREEMENT EARNINGS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER INVESTMENT EARNINGS	$20	$0	$0	$50	$1	$15	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$86
MISCELLANEOUS	$0	$0	$0	$0	$0	$188,653	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$188,653
TOTAL SOURCES	$3,681,657	$0	$0	$50	$1	$188,668	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,870,375
USES OF FUNDS																		
INTEREST PAYMENTS	$0	($2,842,107)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($2,842,107)
PRINCIPAL PAYMENTS	$0	$0	($395,000)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($395,000)
PUBLIC FACILITIES	$0	$0	$0	$0	$0	($224,820)	$0	$0	($5,064)	$0	$0	$0	$0	$0	$0	$0	$0	($229,884)
PROFESSIONAL SERVICES	$0	$0	$0	$0	($54,652)	($250,979)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($305,631)
MISCELLANEOUS	$0	$0	$0	$0	$0	($446,183)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($446,183)
TOTAL USES	$0	($2,842,107)	($395,000)	$0	($54,652)	($921,982)	$0	$0	($5,064)	$0	$0	$0	$0	$0	$0	$0	$0	($4,218,804)
TRANSFERS	($3,452,706)	$2,842,106	$395,000	($50)	$100,000	$115,650	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
ENDING BALANCE	$2,025,252	$0	$0	$4,956,238	$136,505	$901,148	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$8,019,142

PRINTED: 08/31/11
15:46

PAGE:1

COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT
SERIES 1998 BONDS
FISCAL YEAR 2010-2011

	ACQUISITION & CONSTRUCTION FUND	ADMINISTRATIVE EXPENSE ACCOUNT	COST OF ISSUANCE ACCOUNT	INTEREST ACCOUNT	PRINCIPAL ACCOUNT	REDEMPTION ACCOUNT	RESERVE ACCOUNT	SPECIAL RESERVE FUND	SPECIAL TAX FUND	REBATE ACCOUNT	ALTERNATIVE PENALTY ACCOUNT	TOTAL
BEGINNING BALANCE	$24,115	$77,817	$0	$0	$0	$0	$2,218,000	$4,528,833	$2,331,184	$0	$0	$9,179,949
SOURCES OF FUNDS												
SPECIAL TAX RECEIPTS	$0	$0	$0	$0	$0	$0	$0	$0	$2,917,195	$0	$0	$2,917,195
INVESTMENT AGREEMENT EARNINGS	$0	$0	$0	$0	$0	$0	$124,430	$0	$0	$0	$0	$124,430
OTHER INVESTMENT EARNINGS	$0	$1	$0	$0	$0	$0	$0	$45	$24	$0	$0	$71
MISCELLANEOUS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL SOURCES	$0	$1	$0	$0	$0	$0	$124,430	$45	$2,917,220	$0	$0	$3,041,696
USES OF FUNDS												
INTEREST PAYMENTS	$0	$0	$0	($1,056,238)	$0	$0	$0	$0	$0	$0	$0	($1,056,238)
PRINCIPAL PAYMENTS	$0	$0	$0	$0	($1,135,000)	$0	$0	$0	$0	$0	$0	($1,135,000)
PUBLIC FACILITIES	($750)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($750)
PROFESSIONAL SERVICES	$0	($69,560)	$0	$0	$0	$0	$0	($2,000)	$0	$0	$0	($71,560)
MISCELLANEOUS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL USES	($750)	($69,560)	$0	($1,056,238)	($1,135,000)	$0	$0	($2,000)	$0	$0	$0	($2,263,548)
TRANSFERS	$0	$134,999	$0	$1,056,238	$1,135,000	$0	($124,430)	$667,101	($2,868,908)	$0	$0	$0
ENDING BALANCE	$23,365	$143,257	$0	$0	$0	$0	$2,218,000	$5,193,980	$2,379,496	$0	$0	$9,958,097

PRINTED: 08/31/11 15:48

PAGE:1

CAPISTRANO UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 94-1
FISCAL YEAR 2010-2011

	CFD NO. 94-1 BANK OF AMERICA 07298-04361
BEGINNING BALANCE	$987,284
SOURCES OF FUNDS	
SPECIAL TAX REVENUES	$325,282
INVESTMENT AGREEMENT EARNINGS	$0
OTHER INVESTMENT EARNINGS	$0
MISCELLANEOUS	$0
TOTAL SOURCES	$325,282
USES OF FUNDS	
INTEREST PAYMENTS	$0
PRINCIPAL PAYMENTS	$0
PUBLIC FACILITIES	$0
PROFESSIONAL SERVICES	($32,812)
MISCELLANEOUS	$0
TOTAL USES	($32,812)
TRANSFERS	$0
ENDING BALANCE	$1,279,753

PRINTED: 08/31/11 15:51

PAGE:1

CAPISTRANO UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 98-1A
FISCAL YEAR 2010-2011

	CFD 98-1A WELLS FARGO 129697000
BEGINNING BALANCE	$739,291
SOURCES OF FUNDS	
SPECIAL TAX REVENUES	$316,203
INVESTMENT AGREEMENT EARNINGS	$0
OTHER INVESTMENT EARNINGS	$755
MISCELLANEOUS	$0
TOTAL SOURCES	$316,958
USES OF FUNDS	
INTEREST PAYMENTS	$0
PRINCIPAL PAYMENTS	$0
PUBLIC FACILITIES	$0
PROFESSIONAL SERVICES	($22,095)
MISCELLANEOUS	$0
TOTAL USES	($22,095)
TRANSFERS	$0
ENDING BALANCE	$1,034,155

PRINTED: 08/31/11 15:52

PAGE:1

COMMUNITY FACILITIES DISTRICT NO. 98-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT
SERIES 2005 SPECIAL TAX BONDS
FISCAL YEAR 2010-2011

	SPECIAL TAX FUND	INTEREST ACCOUNT	PRINCIPAL ACCOUNT	RESERVE ACCOUNT	ADMIN EXPENSE ACCOUNT	SPECIAL RESERVE FUND	REDEMPTION ACCOUNT	ACQUISITION & CONSTRUCTION FUND	COST OF ISSUANCE ACCOUNT	REBATE ACCOUNT	ALTERNATIVE PENALTY ACCOUNT	CAPITALIZED INTEREST SUBACCOUNT	TOTAL
BEGINNING BALANCE	$6,145,084	$0	$0	$2,601,375	$161,768	$4,508,529	$0	$271,603	$0	$0	$0	$0	$13,688,358
SOURCES OF FUNDS													
SPECIAL TAX RECEIPTS	$9,738,080	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$9,738,080
INVESTMENT AGREEMENT EARNINGS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER INVESTMENT EARNINGS	$68	$0	$0	$26	$2	$45	$0	$3	$0	$0	$0	$0	$143
MISCELLANEOUS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL SOURCES	$9,738,148	$0	$0	$26	$2	$45	$0	$3	$0	$0	$0	$0	$9,738,224
USES OF FUNDS													
INTEREST PAYMENTS	$0	($5,107,413)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($5,107,413)
PRINCIPAL PAYMENTS	$0	$0	($1,890,000)	$0	$0	$0	$0	$0	$0	$0	$0	$0	($1,890,000)
PUBLIC FACILITIES	$0	$0	$0	$0	$0	($1,014,262)	$0	($267,962)	$0	$0	$0	$0	($1,282,225)
PROFESSIONAL SERVICES	$0	$0	$0	$0	($136,943)	($47,729)	$0	$0	$0	$0	$0	$0	($184,672)
MISCELLANEOUS	$0	$0	$0	$0	$0	($446,183)	$0	$0	$0	$0	$0	$0	($446,183)
TOTAL USES	$0	($5,107,413)	($1,890,000)	$0	($136,943)	($1,508,174)	$0	($267,962)	$0	$0	$0	$0	($8,910,492)
TRANSFERS	($9,264,890)	$5,107,413	$1,890,000	($26)	$272,500	$1,995,003	$0	$0	$0	$0	$0	$0	$0
ENDING BALANCE	$6,618,342	$0	$0	$2,601,375	$297,326	$4,995,403	$0	$3,643	$0	$0	$0	$0	$14,516,089

PRINTED: 08/31/11
15:55

P PAGE:1

COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT
SERIES 2005 SPECIAL TAX BONDS
FISCAL YEAR 2010-2011

	SPECIAL TAX FUND	INTEREST ACCOUNT	PRINCIPAL ACCOUNT	RESERVE ACCOUNT	ADMIN EXPENSE ACCOUNT	REDEMP. ACCOUNT	ACQUIS. & CONST. FUND	SCHOOL FACILITIES SUBACCOUNT	CITY FACILITIES SUBACCOUNT	REBATE FUND	COST OF ISSUANCE ACCOUNT	REBATE ACCOUNT	ALTERN. PENALTY ACCOUNT	CAPIT. INTEREST SUBACCOUNT	SURPLUS FUND	TOTAL
BEGINNING BALANCE	$406,661	$0	$0	$654,995	$138,796	$0	$0	$78,437	$463,890	$0	$0	$0	$0	$0	$295,211	$2,037,990
SOURCES OF FUNDS																
SPECIAL TAX RECEIPTS	$685,703	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$685,703
INVESTMENT AGRMNT. EARNINGS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER INVESTMENT EARNINGS	$233	$0	$0	$601	$149	$0	$0	$68	$355	$0	$0	$0	$0	$0	$358	$1,765
MISCELLANEOUS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL SOURCES	$685,936	$0	$0	$601	$149	$0	$0	$68	$355	$0	$0	$0	$0	$0	$358	$687,467
USES OF FUNDS																
INTEREST PAYMENTS	$0	($348,010)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($348,010)
PRINCIPAL PAYMENTS	$0	$0	($60,000)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($60,000)
PUBLIC FACILITIES	$0	$0	$0	$0	$0	$0	$0	($4,093)	($464,227)	$0	$0	$0	$0	$0	$0	($468,319)
PROFESSIONAL SERVICES	$0	$0	$0	$0	($38,711)	$0	$0	($13,849)	$0	$0	$0	$0	$0	$0	$0	($52,560)
MISCELLANEOUS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL USES	$0	($348,010)	($60,000)	$0	($38,711)	$0	$0	($17,941)	($464,227)	$0	$0	$0	$0	$0	$0	($928,889)
TRANSFERS	($648,448)	$348,010	$60,000	$2,701	$75,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$162,738	$0
ENDING BALANCE	$444,148	$0	$0	$658,297	$175,234	$0	$0	$60,564	$18	$0	$0	$0	$0	$0	$458,307	$1,796,568

PRINTED: 08/31/11
15:57

PAGE:1

CAPISTRANO UNIFIED SCHOOL DISTRICT
SERIES 2002 CERTIFICATES OF PARTICIPATION
Fiscal Year 2010-2011

	LEASE PAYMENT FUND	PREPAYMENT FUND	PROJECT FUND	REBATE ACCOUNT	RESERVE ACCOUNT	TOTAL
BEGINNING BALANCE	$143,387	$856	$9,499	$0	$2,467,059	$2,620,803
SOURCES OF FUNDS						
TAX INCREMENT	$925,066	$0	$0	$0	$0	$925,066
CFD PAYMENT	$892,365	$0	$0	$0	$0	$892,365
GENERAL FUND PAYMENT	$0	$0	$0	$0	$0	$0
INVESTMENT AGREEMENT EARNINGS	$0	$0	$0	$0	$142,596	$142,596
OTHER INVESTMENT EARNINGS	$1	$0	$0	$0	$0	$2
MISCELLANEOUS	$0	$0	$0	$0	$0	$0
TOTAL SOURCES	$925,067	$0	$0	$0	$142,596	$1,067,663
USES OF FUNDS						
INTEREST PAYMENTS	($1,220,115)	$0	$0	$0	$0	($1,220,115)
PRINCIPAL PAYMENTS	($885,000)	$0	$0	$0	$0	($885,000)
PUBLIC FACILITIES	$0	$0	$0	$0	$0	$0
PROFESSIONAL SERVICES	$0	$0	($7,800)	$0	$0	($7,800)
MISCELLANEOUS	$0	$0	$0	$0	$0	$0
TOTAL USES	($2,105,115)	$0	($7,800)	$0	$0	($2,112,915)
TRANSFERS	$144,296	$0	($1,699)	$0	($142,596)	$0
ENDING BALANCE	$0	$856	$0	$0	$2,467,059	$2,467,916

PRINTED: 08/31/11 15:59

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M E M O R A N D U M

TO: Ron Lebs, Assistant Superintendent, Business Services
Capistrano Unified School District

FROM: Bowie, Arneson, Wiles & Giannone; Alexander Bowie

DATE: December 9, 2010

RE: Capistrano Unified School District – Expenditure of Special Taxes from Community Facilities District No. 87-1 and Improvement Area No. 1 of CFD No. 87-1 (Aliso Viejo/Mission Viejo)

SUMMARY

As requested by the Capistrano Unified School District ("School District"), our Firm is providing this Memorandum after a thorough analysis of the permitted uses for the available "Pay-As-You-Go Special Taxes"[1] ("Special Taxes") for Community Facilities District No. 87-1 of the District ("CFD No. 87-1") and Improvement Area No. 1 of CFD No. 87-1 ("Improvement Area"). We have reviewed transcripts for CFD No. 87-1 and the Improvement Area ("Transcript Documents"),[2] and our conclusion, which is based on the Transcript Documents, is that the School District may spend the Special Taxes proportionally on the following "School Facilities" (defined below) that serve the students generated as a result of the development within CFD No. 87-1 ("Project Students"). The Improvement Area Transcript Documents are not discussed in detail because Improvement Area does not generate Project Students, the Improvement Area Special Taxes were only intended to be levied on undeveloped property, and the School District, in the future, does not plan to levy the Improvement Areas Special Taxes.

[1] "Pay-As-You-Go Special Taxes," as the term is used herein, means those funds available to the School District, subject to the terms of the applicable Bond Indenture, Rate and Method, and other agreements, remaining from the Special Taxes after the debt service on the Bonds and any administrative expenses have been paid for the applicable "Bond Year."

[2] The Transcript Documents include, but are not limited to, Bond Indentures, Mitigation Agreements, Amendments to Mitigation Agreements, other agreements, all formation resolutions including the Notices of Special Tax Lien, CFD Reports, and Rates and Method of Apportionment ("RMA").

CFD No. 87-1 School Facilities:

- construction, acquisition, modification or rehabilitation of certain real or other tangible property with an estimated useful life of five years or longer, including certain school and related facilities
- purchase of land
- design and planning work related to such facilities to serve the area within CFD No. 87-1
- acquiring necessary rights-of-way, equipment and property (and fulfilling contractual commitments)
- classrooms, multi-purpose, and administration space at identified schools or portions of identified schools in the CFD Report
- central support and administrative facilities, interim housing, transportation, special education facilities proportionately related to Project Students as reasonably determined by the School District
- lease payments for financings, if for authorized School Facilities, proportional to Project Students as reasonably determined by School District.

CFD NO. 87-1 ANALYSIS

Based on our review of the Transcript Documents, we conclude that the School District may spend the Special Taxes proportionally on the School Facilities that serve the Project Students. Our conclusion is based on the following:

Mitigation Agreement:

The "Mitigation Agreement"[3] provides that "[d]evelopment within [CFD No. 87-1] will require the provision of additional School Facilities necessary for the student population to be generated as a result of such development." As a result, the parties have prepared a facilities plan for CFD No. 87-1 ("Plan"). The purpose of the Mitigation Agreement is:

[3] The Mitigation Agreement is entitled the Agreement between the School District and Mission Viejo Company ("Company") dated March 2, 1987.

> to create an alternative method of financing the School Facilities necessary to serve the [Project Students] to be utilized only in the event that and to the extent that state or other funding is not provided in adequate amounts or in a timely manner to finance the [School Facilities] in accordance with the Plan.

CFD No. 87-1 is formed in order to provide "financing for the constructing, modifying, purchasing, acquiring or leasing of CFD No. 87-1 School Facilities and sites therefor for [School District] as authorized by the [Mello-Roos] Act." The School District may "authorize and issue Bonds to provide funds to construct CFD No. 87-1 School Facilities in accordance with the Plan to the extent that funds for the School Facilities are neither timely nor adequately provided by the State of California or from other sources." The Mitigation Agreement provides specific language regarding when bonds may be issued and circumstances when bonds may need to be called.[4] Also, "[t]he Special Tax shall be levied to pay debt service for the Bonds issued by CFD No. 87-1 for providing the CFD No. 87-1 School Facilities, furniture, equipment, and required sites therefor, in accordance with the Plan."

Significantly, the Plan states that the "facilities discussed in this plan and financed . . . are specifically intended to meet the needs of [Project Students]. Any facilities needs generated by residential development in neighboring communities would require financing from other sources and are not within the scope of this . . . Plan."

The "Amendment to Agreement"[5] amends the original Mitigation Agreement to limit the levy of Special Taxes on undeveloped property in the Improvement Area. A further amendment to the Mitigation Agreement[6] "amends[s] the Mitigation Agreement to . . . conform [S]pecial [T]ax amounts to actual and projected construction needs."

---

[4] The Mitigation Agreement provides that:

> Bonds for a particular school facility as depicted on the Plan shall not, without the consent of Company, be issued for the construction of that school facility until the number of students residing in CFD No. 87-1 who will attend that school facility exceeds 50% of the capacity of that proposed school facility.

Additionally, "[i]f CFD No. 87-1 Bonds have been issued and [School District] is reimbursed by the State of California or other sources for the facility constructed with said bonds, the CFD No. 87-1 shall use that money to call the bonds to the extent permitted by the Act."

[5] The Amendment to Agreement was entered into on July 2, 1990 between the School District, CFD No. 87-1 and the Company.

[6] "Amendment No. 2 to the Mitigation Agreement" dated October 2, 1995, between the School District, CFD No. 87-1 and the Company.

Formation Documents:

The Resolution of Intention for Formation (Resolution No. 87-31) describes that CFD No. 87-1 will "finance the construction, acquisition, modification or rehabilitation of certain real or other tangible property with an estimated useful life of five years or longer, including certain school and related facilities (including the purchase of land and any design and planning work related to such facilities) . . . to serve the [CFD No. 87-1]."[7]

The Resolution of Intention for Bonded Indebtedness (Resolution No. 87-32) provides that the Special Taxes will "serve the area within proposed [CFD] No. 87-1"[8] and also may be used for "the costs of designing, planning, constructing and acquiring the [School] Facilities, acquiring necessary rights-of-way, equipment and property therefor, and fulfilling contractual commitments and carryout the powers and purposes of [CFD No. 87-1]."

The Board of Trustees of the School District ("Board") made a finding in the Resolution of Formation (Resolution No. 87-38) that "the proposed [School] Facilities are necessary to meet the increased demand put upon the [School District] as a result of the new development projected within [CFD No. 87-1]."

The official ballot for CFD No. 87-1 relates back to the facilities description provided in Resolution No. 87-31 which is further confirmation that the Special Taxes should only benefit the Project Students.

The CFD Report for CFD No. 87-1 states that "[t]he following described facilities are all . . . required to adequately meet the needs of [CFD No. 87-1.]" Specifically, the Special Taxes would fund the following School Facilities:

- ✓ Complete facilities for elementary portion of K-8 in Mission Viejo
- ✓ 59% of intermediate portion of K-8 in Mission Viejo
- ✓ Complete facilities for two elementary schools and one K-8 school in Aliso Viejo
- ✓ 82% of Phase One of high school in Aliso Viejo[9]

The CFD Report lists the needed classrooms and administrative facilities at some of these schools. Also, we believe central support and administration, interim housing, transportation, special education facilities and lease payments for financings (if for authorized School Facilities) proportional to Project Students may be funded from Special Taxes and proceeds of bonds. It is

[7] "Project Area" is defined in Resolution No. 87-31 as the land depicted in the attached boundary map and the land described in the attached legal description.
[8] The Resolution Determining Necessity to Incur Bonded Indebtedness (Resolution No. 87-39) has similar language.
[9] All facilities include on-site administration offices.

reasonable that as part of the construction of any school or portion of a school due to the influx of additional students, that there would also be an impact on these other services (central support and administration, interim housing, transportation, special education) and these services would also need to be proportionally improved or funded to accommodate the Project Students. We believe the School District and/or CFD No. 87-1 may finance the construction of School Facilities with lease financing and the payment of those lease payments if it produces cost savings. We believe that these items may be only proportionally funded in relation to the needs of Project Students.

Pursuant to the CFD Report, CFD No. 87-1 "would have the option of selling Mello-Roos bonds to finance the schools, or of using [Special Tax] revenues directly to pay for construction." Ultimately, CFD No. 87-1 issued Mello-Roos bonds.

Bond Documents:

The Supplement to Resolution 89-56 (Authorizing the Issuance of its Series 1989 Special Tax Bonds) defines "Project" as "those public facilities described in the Resolution of Formation which are to be acquired or constructed within and outside of [CFD No. 87-1], including all engineering, planning and design services and other incidental expenses related to such facilities and other facilities, if any, authorized by the qualified electors within [CFD No. 87-1] from time to time."[10]

It is consistent with the rest of the Transcript Documents that School Facilities might need to be constructed outside of the CFD No. 87-1 boundaries in order to serve Project Students. For example, if a school was only partially funded with CFD No. 87-1 Special Taxes, it would be reasonable for the School District to build the school outside the boundaries of CFD No. 87-1.

We note that the Official Statements[11] and closing documents for the Series 1989 Special Tax Bonds[12], Series 1990 Tax Bonds[13] and Series 2006 Special Tax Refunding Bonds[14] provide

[10] The Supplement to Resolution 90-103 (Authorizing the Issuance of its Series 1990 Special Tax Bonds) similarly defines "Project," but also includes the word "rehabilitated" in the definition. The Bond Indenture for the Series 2006 Special Tax Refunding Bonds uses a similar definition.

[11] The CFD Report did not explicitly contemplate construction work at an existing high school; however, the CFD Report also provides that "[t]he descriptions of the public school facilities, as set forth herein, are general in their nature" and the CFD Report provides for substitutions.

[12] The Official Statement for the Series 1989 Special Tax Bonds provides that the "proceeds of the Bonds will be used to finance the acquisition of sites for and payment of certain planning and architectural costs in connection with construction of an elementary school and a high school within the School District, development of an extended parking facility at an existing high school and the purchase of relocatable classrooms."

descriptions of the various facilities projects. We have not reviewed what projects were funded with the Special Taxes and/or bond proceeds described in this Memorandum.

IMPROVEMENT AREA ANALYSIS

In the Official Statement for the $71,810,000 Community Facilities District No. 87-1 of the Capistrano Unified School District Series 2006 Special Tax Refunding Bonds, the following statement is made regarding the Improvement Area Special Taxes:

> The Improvement Area Special Taxes may be levied only upon undeveloped property. As the property within the Improvement Area becomes developed it is annexed into [CFD No. 87-1], and the Improvement Area Special Taxes are no longer levied on such property. [CFD No. 87-1] has not levied Improvement Area Special Taxes since Fiscal Year 1999-00 and does not, in the future, expect to levy Improvement Area Special Taxes.

As Special Taxes have not been levied within the boundaries of the Improvement Area for approximately ten years, are not currently being levied, and do not expect to be levied in the future, they are not relevant to this discussion.

CONCLUSION

Based on our review of the Transcript Documents, we conclude that CFD No. 87-1 may use its Special Taxes proportionally on the School Facilities, including modernization and rehabilitation, that serve the Project Students, including the described facilities and central support and administrative facilities, interim housing, transportation, special education facilities and lease payments for financings (if for authorized School Facilities).

Please do not hesitate to contact us if you have any questions.

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[13] The Official Statement for the Series 1990 Special Tax Bonds explains that "[a] portion of the proceeds of the 1990 Bonds will be used to finance the acquisition of sites for and the payment of construction, expansion and/or rehabilitation of an elementary school and a high school with [CFD No. 87-1], including planning, engineering and architectural costs incurred in connection with the development of sites and/or structures, landscaping, parking, multi-media facilities and the cost of furniture and related equipment."

[14] The Tax Certificate for the Series 2006 Special Tax Refunding Bonds states that the new money portion of the obligations will be spent on "K-12 public school site acquisition and school building construction, including classroom, transportation and administration facilities." Specific projects listed on the Tax Certificate include Aliso Niguel High School, Newhart Middle School, Capistrano Valley High School, and Hankey Elementary School.

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M E M O R A N D U M

TO: Ron Lebs, Assistant Superintendent, Business Services
Capistrano Unified School District

FROM: Bowie, Arneson, Wiles & Giannone; Alexander Bowie

DATE: December 9, 2010

RE: Capistrano Unified School District – Expenditure of Special Taxes from Community Facilities District No. 88-1 (Rancho Santa Margarita)

SUMMARY

As requested by the Capistrano Unified School District ("School District"), our Firm is providing this Memorandum after a thorough analysis of the permitted uses for the available "Pay-As-You-Go Special Taxes"[1] ("Special Taxes") for Community Facilities District No. 88-1 of the School District ("CFD No. 88-1"). We have reviewed transcripts for CFD No. 88-1 ("Transcript Documents"),[2] and our conclusion, which is based on the Transcript Documents, is that the School District may spend the Special Taxes proportionally on the following "School Facilities" (defined below) that serve the students generated as a result of the development within CFD No. 88-1 ("Project Students").

CFD No. 88-1 School Facilities:

- planning, designing, constructing, acquiring, modifying, improving or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of facilities necessary to house the Project Students

[1] "Pay-As-You-Go Special Taxes," as the term is used herein, means those funds available to the School District, subject to the terms of the applicable Bond Indenture, Rate and Method, and other agreements, remaining from the Special Taxes after the debt service on the Bonds and any administrative expenses have been paid for the applicable "Bond Year".

[2] The Transcript Documents include, but are not limited to, Bond Indentures, Mitigation Agreements, all formation resolutions including the Notices of Special Tax Lien, CFD Reports, and Rates and Method of Apportionment ("RMA").

- schools, school sites, classrooms, multi-purpose, and administration space at identified schools or portions of identified schools in the CFD Report
- landscaping, parking, administrative areas, multimedia facilities, furniture and related equipment
- engineering, planning and designing the School Facilities
- acquiring necessary equipment and property, and fulfilling contractual commitments
- purchase of land
- central support and administrative facilities, interim housing, transportation, special education facilities proportionately related to Project Students as reasonably determined by the School District
- lease payments for financings, if for authorized School Facilities, as reasonably determined by School District

CFD NO. 88-1 ANALYSIS

The intent of the Transcript Documents is for the School District to spend the Special Taxes proportionally on the School Facilities that serve the Project Students. Our conclusion is based on the following:

Mitigation Agreement:

The "Mitigation Agreement"[3] provides that "[d]evelopment within [CFD No. 88-1] will require the provision of additional [School Facilities] necessary for the [Project Students]." As a result, the parties have prepared a facilities plan for CFD No. 88-1 ("Plan").

The purpose of the Mitigation Agreement is:

> to create an alternative method of financing the School Facilities necessary to serve the [Project Students] to be utilized only in the event that . . . state or other funding is not provided in adequate amounts or in a timely manner to finance the [School Facilities] in accordance with the Plan.

[3] The Mitigation Agreement is entitled the Agreement between the School District and Rancho Santa Margarita Joint Venture ("Company") dated August 4, 1988.

CFD No. 88-1 is formed in order to provide "financing for the constructing, modifying, purchasing, acquiring or leasing of . . . School Facilities and sites therefor for [the School District] as authorized by the [Mello-Roos] Act." The Mitigation Agreement provides specific language regarding when bonds may be issued and circumstances when bonds may need to be called.[4] Also, "[t]he Special Tax shall be levied to pay debt service for the Bonds issued by CFD No. 88-1 for providing the School Facilities, furniture, equipment, and required sites therefor, in accordance with the Plan."

Significantly, the Plan states that the "facilities discussed in this Plan and financed . . . are specifically intended to meet all the needs of [Project Students]. Any facilities needs generated by residential development in neighboring communities would require financing from other sources and are not within the scope of this . . . Plan."

Formation Documents:

The Petition to the Board of Trustees of the School District ("Board") states that CFD No. 88-1 should finance:

> the costs of planning, designing, constructing, acquiring, modifying, improving or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of facilities necessary to house elementary, junior high and high school students generated in the [School District], including landscaping, parking, classrooms, administrative areas, multimedia facilities, furniture and related equipment . . . ...[and] the costs of engineering, planning and designing the [School] Facilities.

We note that the Petition says "students generated in the School District" rather than CFD No. 88-1. However, the remaining Transcript Documents demonstrate that the intent is for the School District to spend the Special Taxes proportionally on the School Facilities that serve the Project Students rather than the entire School District population.

The CFD Report for CFD No. 88-1 states that "[t]he following described facilities . . . . are required to adequately meet the needs of [CFD No. 88-1.] . . . [and] to satisfy the school

[4] The Mitigation Agreement provides that "Bonds for a particular school facility as depicted on the Plan shall not, without the consent of Company, be issued for the construction of that school facility until the number of students residing in [CFD No. 88-1] who will attend that school facility exceeds 25% of the capacity of that proposed school facility." Additionally, "[i]f the Bonds have been issued and [the School District] is reimbursed by the State of California or other sources for the facility constructed with said Bonds, the CFD No. 88-1 shall use that money to call the Bonds to the extent permitted by the Act."

facilities needs generated by residential development within CFD No. 88-1." The CFD Report provides for the following facilities:

- ✓ One K-6 school site and one-half of one K-6 school facility
- ✓ 10.50% of an intermediate school
- ✓ 9.42% of a high school[5]

The CFD Report lists the needed classrooms and administrative facilities at some of these schools. Also, we believe proportional to Project Students, central support and administration, interim housing, transportation, special education facilities and lease payments for financings (if for authorized School Facilities) proportional to Project Students may be funded by Special taxes and proceeds of bonds. It is reasonable that as part of the construction of any school or portion of a school due to the influx of additional students, that there would also be an impact on these other services (central support and administration, interim housing, transportation, special education) and these services would also need to be proportionally improved or funded to accommodate the Project Students. We believe the School District and/or CFD No. 88-1 may finance the construction of authorized school facilities with lease financing and the payment of those lease payments if it produces cost savings. We believe that these items may be only proportionally funded in relation to the needs of Project Students.

The CFD Report further describes that CFD No. 88-1 "would have the option of selling Mello-Roos bonds to finance the schools, or of using [Special Tax] revenues directly to pay for construction." Ultimately, CFD No. 88-1 sold Mello-Roos bonds.

The Resolution of Intention for Bonded Indebtedness (Resolution No. 88-23) provides that the School Facilities will "serve the area within proposed [CFD No. 88-1]" and also may be used for "the costs of designing, planning, constructing and acquiring the [School] Facilities, acquiring necessary equipment and property therefor, and fulfilling contractual commitments and carryout the purposes of [CFD No. 88-1]."

The Resolution of Formation (Resolution No. 88-29) explains that CFD No. 88-1 shall finance:

> [t]he costs of planning, designing, constructing, acquiring, modifying, improving or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of facilities necessary to house . . . [Project Students], including landscaping, parking, classrooms, administrative areas, multimedia facilities, furniture and related equipment.

[5] All facilities include on-site administration offices.

Further, the Board made a finding that "the proposed [School] Facilities are necessary to meet the increased demand put upon the [School District] as a result of the new development projected within [CFD No. 88-1]."

The official ballot for CFD No. 88-1 relates back to the School Facilities description provided in Resolution No. 88-22 which is further confirmation that the Special Taxes should be expended only on School Facilities reasonably related to the Project Students.

The RMA for CFD No. 88-1 provides "that once an Assessor's Parcel has been classified as Developed Property [,the Maximum Special Taxes] shall be increased on each subsequent July 1 by an amount equal to 4.0% of the amount applicable to such Assessor's Parcel as of the previous July 1."

Bond Documents:

The Nonarbitrage Certificate for the Series 1989 Special Tax Bonds states that "[t]he Bonds are being issued for the purpose of financing the cost of acquiring and constructing certain public improvements . . . such facilities to be located within [CFD No. 88-1]."

The Supplement to Resolution 89-48 (Authorizing the Issuance of its Series 1989 Special Tax Bonds) defines "Project" as "those public facilities described in the Resolution of Formation which are to be acquired or constructed within and outside of the [CFD No. 88-1], including all engineering, planning and design services and other incidental expenses related to such facilities and other facilities, if any, authorized by the qualified electors within the [CFD No. 88-1] from time to time."[6]

It would be consistent with the rest of the Transcript Documents that School Facilities might need to be constructed outside of the CFD No. 88-1 boundaries in order to serve the Project Students. For example, if a school was only partially funded with CFD No. 88-1 Special Taxes, it would be reasonable for the School District to build the school outside the boundaries of CFD No. 88-1.

The Official Statement for the Series 1996 Special Tax Refunding Bonds provides that "the proceeds of the Bonds and certain amounts relating to the Prior Bonds will be . . . used by the [CFD No. 88-1] for the construction of certain public school improvements, including,

[6] The Official Statement for this issuance states that it financed "certain school facilities, including an elementary school and intermediate student housing" and the bonds proceeds will "be used to finance the acquisition and construction of various school facilities within or serving [CFD No. 88-1]." The Official Statement also explains that the Bonds will "finance half of an elementary school to be located on approximately 8.3 acres within [CFD No. 88-1].The elementary school will house an estimated 350 students. Intermediate student housing costs of $3,100,000 will be required for the anticipated 105 intermediate students and 200 high school students in [CFD No. 88-1]."

primarily, the Las Flores School, a school for grades kindergarten through eight which will serve [CFD No. 88-1]."

We have not reviewed what projects were funded with the Special Taxes and/or bond proceeds described in this Memorandum.

CONCLUSION

Based on our review of the Transcript Documents, we conclude that CFD No. 88-1 may spend the Special Taxes proportionally on the School Facilities, including modernization and rehabilitation thereof, that serve the Project Students, including the described facilities and central support and administrative facilities, interim housing, transportation, special education facilities and lease payments for financings (if for authorized School Facilities).

Please do not hesitate to contact us if you have any questions.

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M E M O R A N D U M

TO: Ron Lebs, Assistant Superintendent, Business Services
Capistrano Unified School District

FROM: Bowie, Arneson, Wiles & Giannone; Alexander Bowie

DATE: December 9, 2010

RE: Capistrano Unified School District – Expenditure of Special Taxes from Community Facilities District No. 90-1 (Coto de Caza)

SUMMARY

As requested by the Capistrano Unified School District ("School District"), our Firm is providing this Memorandum after a thorough analysis of the permitted uses for the available "Pay-As-You-Go Special Taxes"[1] ("Special Taxes") for Community Facilities District No. 90-1 of the School District (Coto de Caza) ("CFD No. 90-1"). We have reviewed transcripts for CFD No. 90-1 ("Transcript Documents"),[2] and our conclusion, which is based on the Transcript Documents, is that CFD No. 90-1 may use its Special Taxes to make debt service payments on the $7,200,000 CFD No. 90-1 Special Tax Bond ("Special Tax Bond") and after full repayment of the Special Tax Bond, pay all Special Taxes over to the School District to be used as hereinafter described. The language in the Transcript Documents authorizing the "School Facilities" (defined below) and the subsequent use of Special Taxes is provided below.

[1] "Pay-As-You-Go Special Taxes," as the term is used herein, those funds available to the School District, subject to the terms of the applicable Bond Indenture, Rate and Method, and other agreements, remaining from the Special Taxes after the debt service on the Bonds, including the Special Tax Bond, and any administrative expenses have been paid for the applicable "Bond Year."

[2] The Transcript Documents include, but are not limited to, Bond Indentures, all formation resolutions including the Notices of Special Tax Lien, CFD Reports, and Rates and Method of Apportionment.

CFD No. 90-1 School Facilities:

- planning, designing, constructing, acquiring, modifying, improving or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer

- facilities necessary to house elementary, junior high and high school students generated as a result of development within CFD No. 90-1 ("Project Students")

- landscaping, parking, classrooms, administrative areas, multimedia facilities, furniture and related equipment

- payment of the principal of and interest on such bonds

- central support and administrative facilities, interim housing, transportation, special education facilities proportionately related to Project Students as reasonably determined by School District

- lease payments for financings, if for authorized School Facilities, as reasonably determined by School District

CFD NO. 90-1 ANALYSIS

We conclude that CFD No. 90-1 may use its Special Taxes to make debt service payments on the Special Tax Bond and after full repayment of the Special Tax Bond, pay all Special Taxes over to the School District for School Facilities as hereinafter described. Therefore, School Facilities acquired and/or modernized with proceeds of the Special Tax Bond should serve the Project Students, and the School District should spend the Special Taxes, if received in the future, on School Facilities excluding facilities needs existing prior to the formation of CFD No. 90-1.

Mitigation Agreement:

The Mitigation Agreement[3] allows the School District "to collect a [Special Tax] that will generate approximately $25,000,000 in funds to build school facilities."[4] The Amendment to the Mitigation Agreement[5] was entered into to clarify the Company (defined below) and School District's obligations regarding the site where Wagon Wheel Elementary School was to be constructed.

Formation Documents:

The Petition to the Board of Trustees of the School District ("Board") requests that CFD No. 90-1 "finance the construction, purchase, modification, expansion, improvement or rehabilitation of certain school and related facilities (including elementary, intermediate and high school sites and/or structures and related support facilities) . . . and to finance the . . . cost of engineering, planning and designing the [School] Facilities."

The Resolution of Intention for Formation (Resolution No. 90-02) provides that CFD No. 90-1 may "[f]inance . . . the construction, purchase, modification, expansion, improvement or rehabilitation of certain school and related facilities (including elementary, intermediate, high school sites and structures and related support facilities) . . . ."[6] Resolution No. 90-02 also discusses that CFD No. 90-1 will "serve [CFD No.] 90-1 pursuant to the [developer's Petition discussed above.]" The Board made a finding "that the proposed [School] Facilities and Services are necessary to meet the increased demand placed upon the School District and the existing infrastructure in the School District as a result of the development of [CFD No.] 90-1."[7]

The Resolution of Intention for Bonded Indebtedness (Resolution No. 90-03) provides that CFD No. 90-1 will finance the costs of "designing, constructing, acquiring and inspecting the [School] Facilities, acquiring necessary land and rights-of-way, equipment and property therefor, and fulfilling contractual commitments and carrying out the powers and purpose of [CFD No. 90-1] . . . ."

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[3] The Mitigation Agreement is entitled the "Agreement between the School District and Coto De Caza ("Company")" dated April 16, 1990.

[4] This language is contained in an agenda item for the April 16, 1990, Board meeting.

[5] The Amendment to the Mitigation Agreement is entitled the "First Amendment to Agreement Between the School District and Company" dated October 11, 1995.

[6] The Resolution of Intention for Bonded Indebtedness (Resolution No. 90-03) has similar language. This resolution also states "[i]t is necessary to incur bonded indebtedness within the boundaries of proposed [CFD No. 90-1] in the amount of $7,200,000 to finance a portion of the costs of the [School] Facilities. . . ."

[7] The Resolution of Formation (Resolution No. 90-12) made this similar finding: "The Board . . . finds that the proposed [School] Facilities are necessary to meet the increased demand put upon the . . . School District as a result of the new development projected within [CFD No.] 90-1."

As explained in the CFD Report, CFD No. 90-1 "[had] the option of selling Mello-Roos bonds to finance the schools, or of using [Special Taxes] directly to pay for the construction. . . . However, current projections do not anticipate the issuance of bonds." Moreover, "all of the property located within CFD No. 90-1, unless exempted by law, shall be taxed for the purpose of providing school facilities to serve, in part, the territory within CFD No. 90-1."

The CFD Report states that CFD No. 90-1 intends to "satisfy the school facilities needs generated by residential development within CFD No. 90-1." The School Facilities include: one K-6 school site and one K-6 school facility, 22% of an intermediate school, and 14% of a high school.

The CFD Report lists the needed classrooms and administrative facilities at some of these schools. Also, we believe proportional to Project Students, central support and administration, interim housing, transportation, special education facilities and lease payments for financings (if for authorized School Facilities) proportional to Project Students may be funded by Special Taxes and proceeds of bonds. It is reasonable that as part of the construction of any school or portion of a school due to the influx of additional students, that there would also be an impact on these other services (central support and administration, interim housing, transportation, special education) and these services would also need to be proportionally improved or funded to accommodate the Project Students. We believe the School District and/or CFD No. 90-1 may finance the construction of authorized School Facilities with lease financing and the payment of those lease payments if it produces cost savings. We believe that these items may be only proportionally funded in relation to the needs of Project Students.

The Resolution of Formation (Resolution No. 90-12) contains the following language:

> The [School] Facilities authorized to be provided for [CFD No. 90-1] are to finance the costs of planning, designing, constructing, acquiring, modifying, improving, or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of facilities necessary to house . . . [Project Students], including landscaping, parking, classrooms, administrative areas, multimedia facilities, furniture and related equipment . . . the issuance of bonds for the [School] Facilities . . .

The official ballot for CFD No. 90-1 states:

> [T]o finance the costs of planning, designing, constructing, acquiring, modifying, improving or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of facilities necessary to house . . . [Project Students], including landscaping, parking, classrooms,

> administrative areas, multimedia facilities, furniture and related equipment . . . and for the payment of the principal of and interest on such bonds[.]
>
> The Ordinance clearly states that CFD No. 90-1 allows for "the purchase of land."
>
> The RMA for CFD No. 90-1 provides
>
> [o]n January 1, 1991, and on each January 1 thereafter, the Maximum Special Tax for each class set forth in Table I shall be increased by an amount equal to the annual percentage change in the Consumer Price Index as of each January 1 or 5.0%, whichever is greater, of the amount in effect for the previous Calendar Year.
>
> Special Tax Pledge:

The Acquisition Agreement[8] can be reasonably construed to provide that the School District will execute and deliver Certificates of Participation in order to construct a high school:

> [d]ue to an immediate need for a high school facility to serve the School District, including the territory located within the boundaries of [CFD No. 90-1], it is necessary and desirable to execute, sell and deliver not to exceed $11,500,000 of [Certificates] for the purpose of providing such high school facility, which is one of the authorized facilities of [CFD No. 90-1], thereby assisting the [CFD No. 90-1] in the provision of [School] Facilities currently required to house [the Project Students]. . .

The Acquisition Agreement also provides that CFD No. 90-1 will pledge its Special Taxes to the repayment of the Special Tax Bond: [9]

---

[8] The Acquisition Agreement is entitled the "Acquisition Agreement by and among CFD No. 90-1, the School District and First Trust of California, National Association" dated November 20, 1997.

[9] The Resolution Authorizing the Transfer and Assignment of Special Tax Revenues (Resolution No. 9798-28)

> [CFD No. 90-1] has determined that it is not commercially practicable to issue bonds to finance the [School] Facilities, and has determined that, due to the urgent need for facilities to house student of [CFD No. 90-1], it is of public benefit, and necessary and desirable in furtherance of the purposes of [CFD No. 90-1] at this time to agree to acquire from special tax revenues on a pay-as-you-go basis, as such revenues are received by [CFD No. 90-1], the [School] Facilities which the School District has determined to finance in part by the sale of the Certificates, and in part, over time, from other available funds of the School District; and
>
> . . . in consideration of the agreement of [CFD No. 90-1] to pay special tax revenues to the School District, if and when received, as described above, the [School District] has determined that it is necessary and desirable to execute and deliver the Certificates for the purpose of financing certain

> [CFD No. 90-1] has determined that it is of benefit to the residents of [CFD No. 90-1] . . . to expend its Special Taxes, as such Special Taxes are received by [CFD No. 90-1], for the acquisition from the School District of an undivided interest in the proposed high school facility and all other [School] Facilities which the School District has provided or will provide on behalf of [CFD No. 90-1] and in connection therewith to pledge such Special Taxes to the repayment of $7,200,000 aggregate principal amount of bonded indebtedness of the [CFD No. 90-1], together with interest thereon . . .

The Acquisition Agreement appears to provide that once the debt service payments are complete for the Special Tax Bond, then CFD No. 90-1 is to turn the Special Taxes over to the School District.

> In consideration of the receipt by the [CFD No. 90-1] of the sum of $7,200,000 from the Trustee held under the Trust Agreement, which amount the [CFD No. 90-1] hereby directs the Trustee to retain in the Project Fund held by it pursuant to the Trust Agreement, [CFD No. 90-1] hereby issues and delivers to the Trustee the CFD Bond . . . which CFD Bond . . .shall constitute . . . a limited obligation of [CFD No. 90-1] payable only from Special Taxes. . . . [CFD No. 90-1] hereby covenants to levy and collect the Special Taxes pursuant to the Ordinance and pledges and agrees to pay to the Trustee, as holder of the CFD Bond, all Special Taxes collected by [CFD No. 90-1] after the date hereof, . . . until such time as the principal amount of the CFD Bond, together with interest thereon . . . is paid in full. . . . After repayment in full of . . . the CFD Bond, [CFD No. 90-1] hereby agrees to pay to the School District all Special Taxes collected by it. . . [CFD No. 90-1] hereby covenants to apply, or to cause the application of, the $7,200,000 CFD Bond proceeds received by it . . . to the construction of the Chiquita Canyon area high school and related costs . . . In consideration of the agreement of [CFD No. 90-1] hereunder to issue the CFD Bond and to provide payment of Special Taxes to the School District, the School District hereby covenants and agrees to construct or install all of the [School] Facilities which have not been constructed as of the date of this Agreement . . . Upon payment in full, or provision in full, of the Certificates pursuant to the Trust Agreement, . . .the School District hereby

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> of the [School] Facilities and to assist [CFD No. 90-1] by providing the remaining [School] Facilities to serve [CFD No. 90-1] as and when reasonably practicable.

Thus, from the language above, it appears that CFD No. 90-1 would be transferring the Special Taxes to the repayment of the Certificates.

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> covenants and agrees to deliver to [CFD No. 90-1] a quitclaim deed which transfers to the [CFD No. 90-1] an undivided interest in the Project[10] . . . ."

We have not reviewed what projects were funded with the Special Taxes and/or bond proceeds described in this Memorandum.

CONCLUSION

Based on our review of the Transcript Documents, we conclude that CFD No. 90-1 may use its Special Taxes to make debt service payments on the Special Tax Bond and after full repayment of the Special Tax Bond, pay all Special Taxes over to the School District for School Facilities. School Facilities acquired and/or modernized with proceeds of the Special Tax Bond should serve the Project Students, and the School District may spend the Special Taxes, if received in the future, on School Facilities including modernization and rehabilitation thereof. However, we believe this would exclude school facility needs existing prior to the formation of CFD No. 90-1. These School Facilities may include the described facilities and central support and administrative facilities, interim housing, transportation, special education facilities and lease payments for financings (if for authorized School Facilities).

Please do not hesitate to contact us if you have any questions.

[10] Project is defined in the Acquisition Agreement as "improvements comprising the Chiquita Canyon Area High School."

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M E M O R A N D U M

TO: Ron Lebs, Assistant Superintendent, Business Services

FROM: Bowie, Arneson, Wiles & Giannone; Alexander Bowie

DATE: December 9, 2010

RE: Capistrano Unified School District – Expenditure of Special Taxes from Community Facilities District No. 90-2 and Improvement Area No. 2002-1 of CFD No. 90-2 (Talega)

SUMMARY

As requested by the Capistrano Unified School District ("School District"), our Firm is providing this Memorandum after a thorough analysis of the permitted uses for the available "Pay-As-You-Go Special Taxes"("Special Taxes")[1] for Community Facilities District No. 90-2 of the School District ("CFD No. 90-2") and Improvement Area No. 2002-1 of CFD 90-2 ("Improvement Area"). We have reviewed transcripts for CFD No. 90-2 and the Improvement Area ("Transcript Documents"),[2] and our conclusion, which is based on the Transcript Documents, is that the School District may spend the Special Taxes proportionally on the following "School Facilities" (defined below) that serve the students generated as a result of the development within CFD No. 90-2 and/or the Improvement Area ("Project Students").

While the Transcript Documents describe the School Facilities slightly differently for CFD No. 90-2 and the Improvement Area, the School Facilities include the following described facilities as to which the Special Taxes may be spent to serve the Project Students:

- Acquisition, purchase, modification, improvement, rehabilitation, construction and/or financing of facilities to serve K-12 students

[1] "Pay-As-You-Go Special Taxes," as the term is used herein, means those funds available to the School District, subject to the terms of the applicable Bond Indenture, Rate and Method, and other agreements, remaining from the Special Taxes after the debt service has been on the Bonds and any administrative expenses have been paid for the applicable "Bond Year."

[2] The Transcript Documents include, but are not limited to, Bond Indentures, Mitigation Agreements, Amendments to Mitigation Agreements, all formation resolutions including the Notices of Special Tax Lien, CFD Reports, and Rates and Method of Apportionment ("RMA").

- classrooms, multi-purpose, administration and auxiliary space at schools
- central support and administrative facilities
- interim housing, transportation, and special education facilities
- furniture, equipment and technology (multimedia facilities)
- land
- landscaping, parking
- attributable costs of engineering, design, planning, materials testing, etc.
- lease payments for financings, if for authorized School Facilities, proportional to Project Students as reasonably determined by School District
- any reference to "Facilities" means the School Facilities and the City of San Clemente ("City") facilities included within the JCFA[3]

CFD NO. 90-2 ANALYSIS

Based on our review of the Transcript Documents, we conclude that the School District may spend the Special Taxes proportionally on the School Facilities that serve the Project Students. Our conclusion is based on the following:

Mitigation Agreement:

The purpose of the Original Mitigation Agreement[4] was "to create an alternative method of financing the School Facilities necessary to serve the [Project Students]" and "to mitigate the anticipated need for school facilities to house [Project Students] by establishing CFD No. 90-2 to

[3] Joint Community Facilities Agreement ("JCFA") by and among the School District, City and Developer, dated June 19, 2002.
[4] The Original Mitigation Agreement is entitled the "Agreement between the School District and Arvida/JMB Partners, L.P.-II" dated April 16, 1991, and was later amended when Talega Associates, LLP ("Developer") bought Arvida/JMP Partners, L.P.'s interest in the property.

provide the financing for the School Facilities . . . ." The Amended Mitigation Agreement[5] explains that "[t]he Special Tax shall be levied to be debt service for the Bonds, if any, issued by CFD No. 90-2 and, if no Bonds are issued, for providing the CFD No. 90-2 School Facilities, furniture, equipment, and required sites therefor, . . . and for paying CFD No. 90-2 Administrative Expenses."

Formation Documents:

The Resolution of Intention to Establish CFD No. 90-2 (Resolution No. 90-32) explains that CFD No. 90-2 will "finance the construction or acquisition of [School] Facilities for the [CFD No.] 90-2." Moreover, "[t]he [S]pecial [T]ax is based on the expected demand that each parcel of real property within [CFD No. 90-2] will place on the [School] Facilities and on the benefit that each parcel derives from the right to access the [School] Facilities." Additionally, the Board of Trustees of the School District ("Board") made a finding "that the proposed [School] Facilities . . . are necessary to meet the increased demand placed upon the [School District] and the existing infrastructure in the [School District] as a result of the development of [CFD No.] 90-2."

The Resolution Establishing CFD No. 90-2 (Resolution No. 90-50) provides that CFD No. 90-2 will:

> finance the costs of planning, designing, constructing, acquiring, modifying, improving or rehabilitating, certain real and other tangible property with an estimated useful life of five years or longer, consisting of facilities necessary to house elementary, junior high and high school students generated in [CFD No. 90-2], including landscaping, parking, classrooms, administrative areas, multimedia facilities, furniture and related equipment . . ., all as described in Resolution No. 90-02 and the [CFD] Report.

The Amended CFD Report provides that "[t]he actual facilities described herein are those currently expected to be required to adequately meet, in part, the needs of CFD No. 90-2." The Amended CFD Report further explains that "CFD No. 90-2 Special Taxes may be used to construct or acquire transportation, central support, administration, interim housing and special education facilities, together with furniture, equipment and technology."

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[5] The Amended Mitigation Agreement is entitled "Amendment No. 1 between School District and Arvida/JMB Partners, L.P.-II and by and among Community Facilities District No. 90-2 of the School District and Talega Associates, LLC" dated March 29, 1999. We note that the Amended Mitigation Agreement deleted a requirement in the Original Mitigation Agreement that the School District would have to call any bonds if it received State funding.

The Amendment No. 1 to Notice of Special Tax Lien to CFD No. 90-2 states that the authorized School Facilities include:

> all needed school facilities to serve [CFD No. 90-2] and mitigate the development thereof, including but not limited to, K-12 school sites and construction, transportation, central support, administration, interim housing and special education facilities, together with furniture, equipment and technology, all land or interests in land required to be provided by the [School District] as mitigation of environmental impacts associated with the development of such [School Facilities], all costs to [the School District] related to negotiation and execution of the amended mitigation agreement, the attributable costs of engineering, design, planning, materials testing, coordination, construction staking and construction ...

Bond Documents:

> The Bond Indenture for the Series 2001 Special Tax Bonds explains that:
>
> At the maturity of all of the Bond and Parity Bonds and, after all principal and interest then due on the Bonds and Parity Bonds then Outstanding has been paid or provided for and any amounts owed to the Fiscal Agent have been paid in full, moneys in the Special Tax Fund and any accounts therein may be used by the [CFD No. 90-2] for any lawful purpose.

IMPROVEMENT AREA ANALYSIS

Funding Agreement:

The parties entered into the Funding Agreement[6] "in order to adequately house [Project Students] and provide essential educational improvements therefore . . . [and] for the additional purpose of financing School Facilities." Although some discretionary language appears in the Funding Agreement,[7] the clear intent of the Transcript Documents is for the School District to spend the Special Taxes on the School Facilities that serve the Project Students.

---

[6] The Improvement Area Funding Agreement was entered into between the School District, CFD No. 90-2 acting on behalf of the Improvement Area and the Developer ("Funding Agreement").

[7] The Parties agreed that: "notwithstanding anything to the contrary contained herein, (i) Surplus Special Taxes may be expended by [the School District] for any legal purpose determined by [the School District] in its sole discretion." Although the Funding Agreement directed that all Net Bond Proceeds deposited in the School Facilities Account be used for Vista del Mar Elementary School, Vista del Mar Middle School, and San Clemente High School, the Funding Agreement appears to give discretion to the School District regarding the use of Surplus Special Taxes. We do not agree such discretion legally exists.

JCFA:

The JCFA provides that "[t]he sole source of funds for payment of the acquisition price or funding with respect to the approved City Improvement or Discrete Component thereof shall be the bond proceeds made available by the CFD for City Improvements."

Formation Documents:

The Resolution of Formation (Resolution No. 0102-102) explains that: "[t]he Board finds that proposed School Facilities are necessary to meet the increased demand that will be placed upon the schools within the [School District] as a result of new development within the Improvement Area."

The CFD Report for the Improvement Area states that:

> In addition to the bond financed facilities, certain school facilities may be financed through the levy of Special Taxes. Such facilities include, without limitation, classrooms, multi-purpose, administration and auxiliary space at a school, and interim housing, together with furniture, equipment and technology, land, central support and administrative facilities, and transportation and special education facilities, including any incidental school administrative and transportation center improvements.

The Notice of Special Tax Lien for the Improvement Area provides that "[t]he [S]pecial [T]ax [is] secured by this lien . . . in order to mitigate the impact on school facilities of the [Project Students] . . . ."

CONCLUSION

Based on the Transcript Documents, we conclude that the School District may spend the Special Taxes proportionately on the School Facilities, including modifications, improvements and rehabilitation thereof that serve the Project Students, including lease payments for financings.

Please do not hesitate to contact us if you have any questions.

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M E M O R A N D U M

TO: Ron Lebs, Assistant Superintendent, Business Services
Capistrano Unified School District

FROM: Bowie, Arneson, Wiles & Giannone; Alexander Bowie

DATE: December 9, 2010

RE: Capistrano Unified School District – Expenditure of Special Taxes from Community Facilities District No. 92-1 (Las Flores)

SUMMARY

As requested by the Capistrano Unified School District ("School District"), our Firm is providing this Memorandum after a thorough analysis of the permitted uses for the available "Pay-As-You-Go Special Taxes"[1] ("Special Taxes") for Community Facilities District No. 92-1 of the School District ("CFD No. 92-1"). We have reviewed transcripts for CFD No. 92-1 (Las Flores) ("Transcript Documents"),[2] and our conclusion, which is based on the Transcript Documents, is that the School District may spend the Special Taxes proportionally on the "School Facilities" (defined below) that serve the students generated as a result of the development within CFD No. 92-1("Project Students"), but also retains the discretion to levy a separate Special Tax for the "Rehabilitation Portion of Special Tax Requirement" (defined below).

[1] "Pay-As-You-Go Special Taxes," as the term is used herein those funds available to the School District, subject to the terms of the applicable Bond Indenture, Rate and Method, and other agreements, remaining from the Special Taxes after the debt service on the Bonds and any administrative expenses have been paid for the applicable "Bond Year."

[2] The Transcript Documents include, but are not limited to, Bond Indentures, Mitigation Agreements, Community Facilities Agreement, all formation resolutions including the Notices of Special Tax Lien, CFD Reports, and Rates and Method of Apportionment.

CFD No. 92-1 School Facilities:

- planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer

- any and all school sites and school facilities necessary to house students in grades kindergarten through 12

- any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation and related auxiliary functions and certain roadway improvements

- inspecting the Facilities, acquiring necessary equipment therefor, and fulfilling contractual commitments

- equipment and fulfilling contractual commitments

- lease payments for financings, if for authorized School Facilities, as reasonably determined by School District

- any reference to "Facilities" means the School Facilities and the roadway facilities included within the JCFA[3]

CFD NO. 92-1 ANALYSIS

The intent of the Transcript Documents is for the School District to spend the Special Taxes proportionally on the School Facilities that serve the Project Students, but the School District also retains the discretion to levy a separate Special Tax for the Rehabilitation Portion of Special Tax Requirement. Our conclusion is based on the following:

Mitigation Agreement and JCFA:

The Mitigation Agreement[4] explains that CFD No. 92-1:

[3] The Joint Community Facilities Agreement ("JCFA") for the Las Flores Planned Community is entered into effective as of December 21, 1992, by and among the County of Orange ("County"), Foothill/Eastern Transportation Corridor Agency ("Transportation Agency") and the School District. The JCFA relates to the County's Foothill Circulation Phasing Plan ("FCPP").

> will finance certain construction and rehabilitation needs by, and issue bonds secured by, the levy and collection of annual [Special Taxes] within [CFD No. 92-1] for the purpose of financing the planning, purchase, construction, expansion, improvement, rehabilitation, relocation, leasing and equipping of the School Facilities[5] and all incidental expense related thereto as authorized by the [Mello-Roos] Act.

Pursuant to the term of the Mitigation Agreement, mitigation of the School Facilities:

> is anticipated to have occurred upon (i) the sale by [CFD No. 92-1] of bonds in the amount of $30,000,000 and (ii) the collection of Special Taxes for purposes of paying principal and interest on such bonds . . . [,] related incidental expenses and providing funds for acquiring, constructing, equipping and rehabilitating certain school facilities in an amount sufficient to provide, in the aggregate, $2,000,000 toward such costs . . . .

The Mitigation Agreement contains a CFD attendance policy so that the Project Students "shall, wherever possible, be given priority and opportunity to attend the School Facilities closest to [CFD No. 92-1]. [School District], however, reserves the right to establish attendance areas for all School Facilities."

The JCFA provides that CFD No. 92-1 shall transfer up to $6,800,000 in CFD No. 92-1 Bond proceeds to the County to assist with the County's requirements under the FCPP.

Formation Documents:

In the Petition to the Board of Trustees of the School District ("Board"), the Owners[6] request that CFD No. 92-1:

> finance the construction, acquisition, modification, expansion or rehabilitation of certain school and roadway improvements, both onsite and offsite, and all

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[4] The Mitigation Agreement is entitled the Mitigation Agreement among the School District, and Richard J. O'Neill Trust, Alice O'Neill Avery Trust, Las Flores Real Estate Group Ltd., and Santa Margarita Company (collectively, "Owners") dated September 1, 1993.

[5] The Mitigation Agreement defines School Facilities as:

> any existing or proposed elementary, middle or high school to be attended by students at least some of which reside in the [CFD No. 92-1] and related sites and facilities thereto, including, but not limited to, athletic and recreation facilities, child care facilities, administrative facilities and permanent or relocatable classrooms and furniture, fixtures, equipment and other tangible property with an estimate useful life of five (5) years or longer.

[6] The Santa Margarita Company along with Richard J. O'Neill Trust, Alice O'Neill Avery Trust, Las Flores Real Estate Group Ltd. will collectively be referred to as the "Owners" as they are parties to the Mitigation Agreement.

> appurtenances and appurtenant work in connection with the foregoing, all required to be constructed to facilitate development within [CFD No. 92-1] . . . and [t]he cost of engineering, planning, designing and rehabilitating the Facilities.

In the Resolution of Intention to Establish CFD No. 92-1 (Resolution No. 92-113), the Board explained that CFD No. 92-1:

> will finance . . . the construction, purchase, modification, expansion, improvement or rehabilitation of school facilities . . . certain roadway improvements, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing school and roadway facilities, all required to be constructed to facilitate development within the [CFD No. 92-1] ..."[7]

The Resolution of Intention to Incur Bonded Indebtedness (Resolution No. 92-112) explains that the indebtedness will also finance "the costs of designing, constructing, acquiring and inspecting the Facilities, acquiring necessary equipment therefor, and fulfilling contractual commitments and carrying out the powers and purposes of [CFD No. 92-1] . . . ."

The Board made a finding in the Resolution of Formation (Resolution No. 92-141) that "the proposed Facilities are necessary to meet the increased demand that will be placed upon the [School District] as a result of new development projected within [CFD No. 92-1].[8]"

The Resolution Determining Necessity to Incur Bonded Indebtedness (Resolution No. 92-142) allows for CFD No. 92-1 to finance:

> the construction, purchase, modification, expansion, improvement, furnishing, equipping or rehabilitation of certain real and other tangible property with an estimated useful life of five years or longer, including certain school sites and related facilities and certain roadway improvements, all as more fully described in Resolution No. 92-113 to serve the area within [CFD No. 92-1].

The official ballot for CFD No. 92-1 provides that the proceeds may be used to finance:

> the costs of planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of any and all school sites and [School Facilities] necessary to house students in grades kindergarten through 12, including any types of support facilities and sites,

[7] The Resolution of Intention to Incur Bonded Indebtedness (Resolution No. 92-112) has a similar definition for the Facilities.
[8] The Resolution of Intention to Establish CFD No. 92-1 (Resolution No. 92-113) has similar language.

> including, but not limited to, central administration, food services, maintenance/operations, transportation and related auxiliary functions and certain roadway improvements . . . .

The Impartial Analysis, drafted by the School District's counsel at the time, specifically states that, beyond what is provided in the official ballot, "[n]o other facilities or services are authorized to be provided by [CFD No. 92-1.]" We believe this language to reasonably mean those Facilities provided for throughout the CFD No. 92-1 formation process and reasonably needed to serve the Project Students.

The CFD Report for CFD No. 92-1 states that "[t]he actual facilities described [in the CFD Report] are those currently expected to meet the needs of CFD No. 92-1." Below is a description of the School Facilities from the CFD Report:

> School [Facilities] which may be financed include the acquisition, construction and rehabilitation of certain school sites and facilities and certain road improvements. School sites which may be financed include a portion of a middle school site and a 9-12 high school site which are needed in order to serve, in part, the [Project Students].[9] . . .
>
> CFD No. 92-1 may also provide for the rehabilitation of a portion of the [School Facilities] proposed to be financed, over their useful life of five years or longer, including, but not limited to, the replacement of floor covering, interior and exterior painting, electrical and communication systems, lighting, roofing, plumbing, heating systems, wall systems and paving.

Also, we believe lease payments for financings (if for authorized School Facilities) proportional to Project Students may be funded by Special Taxes and proceeds of bonds if to do so would produce cost savings. We believe that lease payments may be only proportionally funded in relation to the needs of the Project Students.

In addition to the Special Tax being levied to pay for debt service on the bonds, create a reserve fund, and pay administrative expenses and incidental expenses, [School District] may, at its discretion, levy Special Taxes in an aggregate amount of $2 million to pay the costs of

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[9] Per the CFD Report,

> [s]chool facilities construction which may be financed may include, but are not limited to, a portion of the construction of a middle school and a high school. The proposed middle school site would consist of approximately 25 acres and the high school site would consist of approximately 40 acres. The middle school is projected to have a student capacity of 1,400, while the high school is projected to house 2,000 students. . . .

"acquiring, constructing, equipping and rehabilitating certain [School Facilities]" ("Rehabilitation Portion of Special Tax Requirement").

Additionally, the School District is required to "use its best efforts to attain the highest priority for funding of the School Facilities from the State" under several State funding programs. If the School District receives "Matching Funds," then the Mitigation Agreement sets forth how the School District shall determine if there are "Excess Matching Funds" and the School District may be required to defease outstanding bonds of CFD No. 92-1 or reduce the Special Tax levy.

We note that a document produced for environmental purposes, rather than for CFD formation purposes and/or bond sale purposes, has conflicting language regarding the need for a high school within the boundaries of CFD No. 92-1.[10] The whole of the Transcript Documents suggests otherwise, and therefore, it seems reasonable that the Special Taxes be expended on a high school if such facility is proportionally funded in relation to the Project Students.

The Amendment No. 1 to the Notice of Special Tax Lien coordinates the [Special Tax] levy for CFD No. 92-1 with that of Community Facilities District No. 95-1 of the School District ("CFD No. 95-1"). There are three separate levies using Special Taxes for CFD No. 92-1: (1) for the CFD No. 92-1 Series 1993 Special Tax Bonds; (2) Additional Bonds also using the Special Taxes available from CFD No. 95-1, and (3) for the Rehabilitation Portion of Special Tax Requirement. As explained in the Resolution of Consideration to change the RMA for CFD No. 92-1 (Resolution No. 9596-24), the amendment to the RMA would:

> alter the method of levy of [Special Taxes] to be levied on undeveloped property within [CFD No. 92-1] from the currently authorized method in order to coordinate the levy of [Special Taxes] of CFD No. 95-1 with the levy of [Special Taxes] of [CFD No. 92-1] and to clarify the treatment of open space property under the current [RMA]. The Board hereby finds and determines that the Amendments will not interfere with the timely retirement of the Bonds.

[10] The Expanded Initial Study for CFD No. 92-1 discusses how:

> [f]unds derived from CFD bond sales will be utilized for site acquisition and construction of a K-8 school, as well as satisfaction of fee obligations for [the FCPP]. The school bond revenues will be applied toward a portion of the school site acquisition, a portion of the construction costs, as well as modification, expansion, purchase of improvements and rehabilitations. . . The ultimate development of [CFD No. 92-1] will generate approximately 600 students for all grade levels. Student capacity is available at the high school in the area. However, the elementary and middle schools in the area are nearing capacity and will not be able to accommodate the students generated as a result of development of this community. Thus, formation of CFD [No.] 92-1 is necessary to insure that these students will be accommodated.

The RMA provides "[o]n each July 1, commencing July 1, 1994, the Assigned Special Tax for each Land Use Class and the Backup Special Tax shall be increased by two percent (2.00%) of the amount in effect in the previous Fiscal Year."

Bond Documents:

The Supplement to Resolution No. 93-76 for the Series 1993 Special Tax Bonds defines "Project" as "those public facilities described in the Resolution of Formation which are to be acquired or constructed within and outside of the [CFD No. 92-1], including all engineering, planning and design services and other incidental expenses related to such facilities and other facilities . . . ."

It would be consistent with the rest of the Transcript Documents that School Facilities might need to be constructed outside of the CFD No. 92-1 boundaries in order to serve Project Students. For example, if a school was only partially funded with CFD No. 92-1 Special Taxes, it would be reasonable for the School District to build the school outside the boundaries of CFD No. 92-1.

The Official Statement for the Series 1993 Special Tax Bonds shows that the bonds will "finance a portion of the [School Facilities] to be located within [CFD No. 92-1] and portions of roadways contained in the FCPP . . . and related improvements.[11]

The Tax Certificate for the Series 1997 Special Tax Bonds shows that the construction proceeds would be spent on "[c]apital costs of the construction of an elementary school for grades kindergarten through eighth grade for approximately 1,200 students and a portion of costs associated with a future high school."[12] The Official Statement for the Series 1997 Bonds explains that:

> [t]he principal of and interest on the Bonds are also secured by a lien and charge on the revenues of Special Taxes levied on taxable property in CFD No. 95-1. . . . Special Taxes will be levied on property within CFD No. 95-1 only if and to the extent that available revenues from the Special Taxes levied on property within CFD No. 92-1 are insufficient to pay the full amount of the principal of, and interest on, the Bonds.

[11] The Tax Certificate also explains that: "[a]pproximately $1,500,000 in Bond proceeds will be available to finance the school facilities . . . . $5,000,000 in Bond proceeds will be available to finance [the FCPP] roadways. . . .[CFD No. 92-1] currently plans to issue two series of Additional Bonds in the future to finance additional school facilities improvements in connection with the School Project and additional roadway improvements."

[12] The Official Statement has similar language.

The Tax Certificate for the Special Tax Bonds, Series 1998 provides that these Bonds will advance refund the 1993 Special Tax Bonds and 1997 Special Tax Bonds,[13] as well as fund additional School Facilities. We have not reviewed what projects were funded with the Special Taxes and/or bond proceeds described in this Memorandum.

CONCLUSION

Based on our review of the Transcript Documents, we conclude that CFD No. 92-1 may use its Special Taxes proportionally on the School Facilities that serve the Project Students, including the described facilities and central support and administrative facilities, as well as lease payments for financings (if for authorized School Facilities). The School District also retains the discretion to levy a separate Special Tax for the Rehabilitation Portion of Special Tax Requirement.

Please do not hesitate to contact us if you have any questions.

[13] The Tax Certificate for the Special Tax Bonds, Series 1998 explained that the 1993 Special Tax Bonds and 1997 Special Tax Bonds funded public K-12 school facilities including Las Flores Middle School and Chiquita canyon Area High School and roadway facilities for the FCPP roads). The new school facilities for the Special Tax Bonds, Series 1998 includes Chiquita Canyon Area High School.

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M E M O R A N D U M

TO: Ron Lebs, Assistant Superintendent, Business Services
Capistrano Unified School District

FROM: Bowie, Arneson, Wiles & Giannone; Alexander Bowie

DATE: December 9, 2010

RE: Capistrano Unified School District – Expenditure of Special Taxes from Community Facilities District No. 94-1 (Rancho Santa Margarita)

SUMMARY

As requested by the Capistrano Unified School District ("School District"), our Firm is providing this Memorandum after a thorough analysis of the permitted uses for the available "Pay-As-You-Go Special Taxes"[1] ("Special Taxes") for Community Facilities District No. 94-1 of the School District (Rancho Santa Margarita) ("CFD No. 94-1"). We have reviewed transcripts for CFD No. 94-1 ("Transcript Documents"),[2] and our conclusion, which is based on the Transcript Documents, is that the School District may spend the Special Taxes proportionally on the "School Facilities" (defined below) that serve the students generated as a result of the development within CFD No. 94-1 ("Project Students").

CFD No. 94-1 School Facilities:

- planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer

[1] "Pay-As-You-Go Special Taxes" as the term is used herein means those funds available to the School District, subject to the terms of the applicable Bond Indenture, Rate and Method, and other agreements, remaining from the Special Taxes after the debt service on the Bonds and any administrative expenses have been paid for the applicable Bond Year.

[2] The Transcript Documents include, but are not limited to, Bond Indentures, Mitigation Agreements, Joint Community Facilities Agreement, all formation resolutions including the Notices of Special Tax Lien, CFD Reports, and Rates and Method of Apportionment.

- any and all school sites and school facilities necessary to house students in grades kindergarten through 12

- any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation and related auxiliary functions

- any bonds and/or certificates of participation proposed to be issued to finance the School Facilities, including those of CFD No. 88-1

CFD NO. 94-1 ANALYSIS

The intent of the Transcript Documents is for the School District to spend the Special Taxes proportionally on the School Facilities that serve the Project Students. Our conclusion is based on the following:

Formation Documents:

The Petition to the Board of Trustees of the School District ("Board") requests that CFD No. 94-1:

> finance the construction, acquisition, modification, expansion or rehabilitation of certain school improvements, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing, all required to be constructed to facilitate development within [CFD No. 94-1] . . . cost of engineering, planning, designing and rehabilitating the [School] Facilities . . . the issuance of bonds of Community Facilities District No. 88-1 of the School District ("CFD [No.] 88-1") [including the] . . . [p]ayment of principal and interest on bonds of CFD [No.] 88-1.

The Petition also requests that the Board:

> annually levy [Special Taxes] on the property within [CFD No. 94-1] for the construction, acquisition and rehabilitation of certain of the [School] Facilities and for the payment of the aggregate amount of principal of and interest owing on bonds of the CFD [No.] 88-1 in each fiscal year, including the maintenance of reserves therefor.

The Resolution of Intention for Formation (Resolution No. 94-56) explains that CFD No. 94-1 should:

> finance, either directly or through a lease or lease-purchase financing arrangement, . . . the construction, purchase, modification, expansion, improvement or rehabilitation of elementary, middle and high school facilities, both onsite and offsite, which are expected to be attended by students residing within [CFD No. 94-1] and all appurtenances and appurtenant work in connection with the foregoing [School Facilities], all required to be constructed to facilitate development with [CFD No. 94-1]. . .

The Board stated that they intended "to levy annually . . . a [Special Tax] . . . sufficient to pay for: (i) the [School] Facilities, (ii) the principal and interest and other periodic costs with respect to the bonds, and/or certificates of participation, proposed to be issued to finance the [School] Facilities . . . ."

Moreover, "[t]he earlier of Fiscal Year 2030-31 and the last year [Special Taxes] are levied for Community Facilities District No. 88-1 of the School District ["CFD No. 88-1"] is the last fiscal year in which the [Special Tax] for [CFD No. 94-1] may be levied."

The Board "hereby finds that the proposed [School] Facilities are necessary to meet the increased demand placed upon the School District and the existing infrastructure in the School District as a result of the development of [CFD No.] 94-1."

We note that CFD No. 94-1 has no authorized bonded indebtedness.[3]

The CFD Report provides that[4]:

---

[3] Per a Board agenda item dated August 15, 1994:
"CFD [No.] 94-1 will provide the [School] District with up to $6 million in funding to support future school facilities. CFD [No.] 94-1 will not issue bonds, but special taxes of CFD [No.] 94-1 may be used to pay debt service on bonds of CFD [No.] 88-1 or other indebtedness incurred to finance facilities serving CFD [No.] 94-1.

[4] Per the CFD Report: Given the present zoning for the property, the special taxes estimated to be generated over the life of the program is $1,138,378. Approximately $6,090,000 would be generated if the 722 homes . . . were developed. The estimated cost of the school and ancillary and support facilities described above including the cost of land, is as follows:
- Arroyo Vista Elementary School=$13,320,858
- Las Flores Middle School=$24,424,130
- Chiquita Canyon High School=$52,844,586
- Ancillary and Support Facilities=$1,032,000

> School [Facilities] which may be financed include the acquisition, construction and rehabilitation of certain school sites and facilities and ancillary and/or support facilities which are needed, in part, to serve the [Project Students]. School sites and/or facilities which may be, in part, financed include, but are not limited to a portion of Arroyo Vista Elementary School, Las Flores Middle School and/or Chiquita Canyon High School.
>
> CFD No. 94-1 may also provide for the rehabilitation of a portion of the [School Facilities] proposed to be financed, over their useful life of five years or longer, including, but not limited to, the replacement of floor covering, interior and exterior painting, electrical and communication systems, lighting, roofing, plumbing, heating systems, wall systems and paving.

The Board made a finding in the Resolution of Formation (Resolution No. 94-64) that "the proposed [School] Facilities are necessary to meet the need within the School District for high school facilities." We note that this finding is narrower than what was contained within Resolution No. 94-56.

Additionally, Resolution No. 94-64 establishes that CFD No. 94-1 may provide for the:

> planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of any and all school sites and [School Facilities] necessary to house students in grades kindergarten through 12, including any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation and related auxiliary functions . . . .[5]

Resolution No. 94-64 also allows for the repayment of funds advanced by the School District from its Developer Fee Account for costs of forming CFD No. 94-1, but without interest, from the [Special Tax] collections of CFD No. 94-1.

Regarding the levy of Special Taxes, the Board stated that they intended:

> to levy the . . . [Special Tax] . . . sufficient to pay for: (i) the [School] Facilities, (ii) the principal and interest and other periodic costs on the bonds of [CFD No. 88-1] and any bonds and/or certificates of participation proposed to be issued to finance the [School] Facilities . . . .; (iii) repayment, without interest, to the School District's Developer Fee Account . . . The earlier of Fiscal Year 2030-31

[5] The Official Ballot contains nearly an identical description, but clearly provides for the issuance of certificates of participation to finance the facilities in the same sentence.

> or the date that all bonds of CFD [No.] 88-1 are retired is the last Fiscal Year in which the [Special Tax] may be levied.

The RMA provides "[c]ommencing with July 1, 1995 and each July 1 thereafter, the Maximum Special Tax . . . shall be increased by an amount equal to 2.0% of the amount in effect for the previous Fiscal Year."

We have not reviewed what projects were funded with the Special Taxes described in this Memorandum.

CONCLUSION

Based on our review of the Transcript Documents, we conclude that CFD No. 94-1 may spend the Special Taxes proportionally on the School Facilities, including modernization and rehabilitation thereof that serve the Project Students.

Please do not hesitate to contact us if you have any questions.

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M E M O R A N D U M

TO: Ron Lebs, Assistant Superintendent, Business Services
Capistrano Unified School District

FROM: Bowie, Arneson, Wiles & Giannone; Alexander Bowie

DATE: December 9, 2010

RE: Capistrano Unified School District – Expenditure of Special Taxes from Community Facilities District No. 95-1 (Horno/Ladera)

SUMMARY

As requested by the Capistrano Unified School District ("School District"), our Firm is providing this Memorandum after a thorough analysis of the permitted uses for the available "Pay-As-You-Go Special Taxes"[1] ("Special Taxes") for Community Facilities District No. 95-1 of the School District (Horno/Ladera) ("CFD No. 95-1"). We have reviewed transcripts for CFD No. 95-1 ("Transcript Documents"),[2] and our conclusion, which is based on the Transcript Documents, show CFD No. 95-1 has pledged its Special Taxes[3] toward the payment of debt service (excluding the 1993 Special Tax Bonds) for Community Facilities District No. 92-1 of the School District ("CFD No. 92-1 Bonds"). The language in the Transcript Documents authorizing the "School Facilities" (defined below) and the subsequent pledge of Special Taxes is provided below.

[1] "Pay-As-You-Go Special taxes" as the term is used herein means those funds available to the School District, subject to the terms of the applicable Bond Indenture, Rate and Method, and other agreements, remaining from the Special Taxes after the debt service on the Bonds, including the CFD No. 92-1 Bonds, and any administrative expenses have been paid for the applicable "Bond Year."

[2] The Transcript Documents include, but are not limited to, Bond Indentures, all formation resolutions including the Notices of Special Tax Lien, CFD Reports, and Rates and Method of Apportionment.

[3] We understand that no Special Taxes have been levied to date for CFD No. 95-1.

CFD No. 95-1 School Facilities:

- planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer

- any and all school sites and school facilities necessary to house students in grades kindergarten through 12

- any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation and related auxiliary functions

- bonds or certificates of participation issued to finance the School Facilities

CFD NO. 95-1 ANALYSIS

CFD No. 95-1 pledged its Special Taxes toward the payment of debt service on the CFD No. 92-1 Bonds, and therefore, the School Facilities for CFD No. 92-1 should also serve the students generated as a result of the development within CFD No. 95-1 ("Project Students").[4]

Formation Documents:

The Resolution of Intention for Formation (Resolution No. 9596-23) provides that CFD No. 95-1 may:

> [f]inance, either directly or through a lease or lease-purchase financing arrangement, . . . the construction, acquisition, modification, expansion or rehabilitation of certain school improvements including all or portion of an elementary school, a middle school and a high school . . . which are expected to be attended by students residing within [CFD No. 95-1] . . .
>
> [CFD No. 95-1 will] pay for . . . costs associated with the creation of [CFD No. 95-1] and the issuance of bonds, certificates of participation and other indebtedness by ["CFD No. 92-1"] . . .

[4] Agenda documents for the October 23, 1995 Board meeting indicate that CFD No. 95-1 special taxes were intended, at that time, to be collected along with those from CFD No. 92-1 in order to support a future bond issue that will provide construction funds to partially build Las Flores K-8 School. The Tax Certificate for the CFD No. 92-1 Special Tax Bonds, Series 1998 indicates that facilities at Las Flores Middle School were indeed funding using the 1993 Special Tax Bonds and 1997 Special Tax Bonds.

The Board of Trustees of the School District ("Board") made a finding "that the proposed [School] Facilities are necessary to meet the increased demand placed upon the School District and the existing infrastructure in the School District as a result of the development of [CFD No.] 95-1."[5]

The CFD Report states that "[t]he actual facilities' described [within the CFD Report] are those currently expected to be required to adequately meet, in part, the needs of CFD No. 95-1." The School Facilities for CFD No. 95-1 include:

> [t]he acquisition and construction of certain school sites and facilities. School sites which may be financed include a portion of a middle school site and a 9-12 high school site which are needed in order to serve, in part, the student population to be generated as a result of the expected development within CFD No. 95-1. School [Facilities] construction which may be financed may include, but are not limited to, a portion of the construction of a middle school and a high school.[6]

The CFD Report further explains that "[n]o bonded indebtedness for CFD No. 95-1 is authorized. Rather, [Special Taxes] levied within CFD No. 95-1 will secure, in part, certain bonds issued by [CFD No. 92-1.]"

The Resolution of Formation (Resolution No. 9596-59) contains the following language:

> The [School Facilities] authorized to be provided for [CFD No. 95-1] are those described in Resolution No. 9596-23, the [CFD] Report and shall include, without limitation, planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of any and all school sites and [School Facilities] necessary to house students in grades kindergarten through 12, including any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation, and related auxiliary functions . . . .
>
> It is the intention of the Board . . . to levy the proposed [Special Tax] . . . annually on all non-exempt property within [CFD No. 95-1] sufficient to pay for (i) the

[5] The Resolution of Formation (Resolution No. 9596-59) made this similar finding: "The Board finds that the proposed Facilities are necessary to meet the need within the School District for elementary, middle and high school facilities."

[6] The CFD Report also includes the following description: The proposed middle school site would consist of approximately 25 acres and the high school site would consist of approximately 40 acres. The middle school is projected to have a student capacity of 1,400, while the high school is projected to house 2,000 students.

> [School] Facilities, (ii) the principal and interest and other periodic costs on certain bonds of [CFD No. 92-1], and any bonds and/or certificates of participation proposed to be issued to finance the [School] Facilities . . . .The [School] Facilities may be financed on a direct payment basis or through a lease, lease-purchase, installment purchase or the issuance of bonds. . . . The earlier of Fiscal Year 2035-36 or the date that all bonds of CFD [No.] 92-1 are retired is the last Fiscal Year in which the [Special Tax] may be levied.

The Special Tax for CFD No. 92-1 and CFD No. 95-1 are levied, pursuant to the Rate and Method of Formation for CFD No. 95-1 ("RMA"), "until the aggregate amount of the levy equals items one through five of the Special Tax Requirement relative to the Additional Bonds.[7]" To summarize, the CFD No. 92-1 Special Tax is levied first on CFD No. 92-1 Developed Property; then, if necessary, CFD No. 95-1 Special Tax is levied on CFD No. 95-1 Developed Property; followed by the CFD No. 92-1 Special Tax is levied on Undeveloped Property; and then the CFD No. 95-1 Special Tax is levied on Undeveloped Property, and further steps are provided in the RMA if monies are still needed in order to satisfy the Special Tax Requirement.

The official ballot for CFD No. 95-1 states:

> Shall [CFD No. 95-1] levy a [Special Tax] . . . on the real property located within . . . [CFD No. 95-1], which [Special Taxes] will be used to finance the costs of planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of any and all school sites and [School Facilities] necessary to house students in grades kindergarten through12, including any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation and related auxiliary functions all as described in Resolution No. 9596-59 . . . and for the payment of the principal of and interest on bonds or certificates of participation issued to finance the [School] Facilities?

Special Taxes Pledge:

The Resolution Authorizing the Pledge of its Special Taxes (Resolution No. 9697-54) recognized:

---

[7] Additional Bonds are defined in the RMA as "the additional bonds or indebtedness of CFD No. 92-1 (i.e., exclusive of the 1993 Bonds) up to an amount equal to $21,485,000 pursuant to the current authorization, or in such greater amount as may be subsequently authorized by the qualified electors of CFD No. 92-1."

> that the qualified electors of [CFD No. 95-1] approved the pledge of [Special Taxes] of [CFD No. 95-1] to Bonds of [CFD No. 92-1], and, accordingly, the legislative body of [CFD No. 95-1] is presently authorized to pledge such taxes from time to time as determined by the legislative body for the benefit of [CFD No. 95-1] for the purposes set forth in the proposition so approved . . . .

In this Resolution, [CFD No. 95-1] pledged its Special Taxes toward CFD No. 92-1's issuance of its Series 1996 Special Tax Bonds. The Official Statement for the CFD No. 92-1 Series 1997 Bonds explains:

> [t]he principal of and interest on the Bonds are also secured by a lien and charge on the revenues of Special Taxes levied on taxable property in CFD No. 95-1. . . . Special Taxes will be levied on property within CFD No. 95-1 only if and to the extent that available revenues from the Special Taxes levied on property within CFD No. 92-1 are insufficient to pay the full amount of the principal of, and interest on, the Bonds.

We have not reviewed the pledge of the CFD No. 95-1 Special Taxes as to the payment of debt service on CFD No. 92-1 Bonds nor have we reviewed what projects were funded with any of the expenditures for the CFD No. 92-1 issuances.

The RMA for CFD No. 95-1 provides "[o]n July 1, commencing July 1, 1996, the Assigned Special Tax for each Land Use Class shall be increased by two percent (2.00%) of the amount in effect in the previous Fiscal Year."

CONCLUSION

Based on our review of the Transcript Documents, we conclude that CFD No. 95-1 pledged its Special Taxes toward the payment of debt service on the CFD No. 92-1 Bonds, and therefore, the School Facilities for CFD No. 92-1 should also proportionately serve the Project Students.

Please do not hesitate to contact us if you have any questions.

BAW&G/AB/DDL/pks/154423.7

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M E M O R A N D U M

TO: Ron Lebs, Assistant Superintendent, Business Services
Capistrano Unified School District

FROM: Bowie, Arneson, Wiles & Giannone; Alexander Bowie

DATE: December 9, 2010

RE: Capistrano Unified School District – Expenditure of Special Taxes from Community Facilities District No. 95-1 (Horno/Ladera)

SUMMARY

As requested by the Capistrano Unified School District ("School District"), our Firm is providing this Memorandum after a thorough analysis of the permitted uses for the available "Pay-As-You-Go Special Taxes"[1] ("Special Taxes") for Community Facilities District No. 95-1 of the School District (Horno/Ladera) ("CFD No. 95-1"). We have reviewed transcripts for CFD No. 95-1 ("Transcript Documents"),[2] and our conclusion, which is based on the Transcript Documents, show CFD No. 95-1 has pledged its Special Taxes[3] toward the payment of debt service (excluding the 1993 Special Tax Bonds) for Community Facilities District No. 92-1 of the School District ("CFD No. 92-1 Bonds"). The language in the Transcript Documents authorizing the "School Facilities" (defined below) and the subsequent pledge of Special Taxes is provided below.

[1] "Pay-As-You-Go Special taxes" as the term is used herein means those funds available to the School District, subject to the terms of the applicable Bond Indenture, Rate and Method, and other agreements, remaining from the Special Taxes after the debt service on the Bonds, including the CFD No. 92-1 Bonds, and any administrative expenses have been paid for the applicable "Bond Year."

[2] The Transcript Documents include, but are not limited to, Bond Indentures, all formation resolutions including the Notices of Special Tax Lien, CFD Reports, and Rates and Method of Apportionment.

[3] We understand that no Special Taxes have been levied to date for CFD No. 95-1.

CFD No. 95-1 School Facilities:

- planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer

- any and all school sites and school facilities necessary to house students in grades kindergarten through 12

- any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation and related auxiliary functions

- bonds or certificates of participation issued to finance the School Facilities

CFD NO. 95-1 ANALYSIS

CFD No. 95-1 pledged its Special Taxes toward the payment of debt service on the CFD No. 92-1 Bonds, and therefore, the School Facilities for CFD No. 92-1 should also serve the students generated as a result of the development within CFD No. 95-1 ("Project Students").[4]

Formation Documents:

The Resolution of Intention for Formation (Resolution No. 9596-23) provides that CFD No. 95-1 may:

> [f]inance, either directly or through a lease or lease-purchase financing arrangement, . . . the construction, acquisition, modification, expansion or rehabilitation of certain school improvements including all or portion of an elementary school, a middle school and a high school . . . which are expected to be attended by students residing within [CFD No. 95-1] . . .
>
> [CFD No. 95-1 will] pay for . . . costs associated with the creation of [CFD No. 95-1] and the issuance of bonds, certificates of participation and other indebtedness by ["CFD No. 92-1"] . . .

[4] Agenda documents for the October 23, 1995 Board meeting indicate that CFD No. 95-1 special taxes were intended, at that time, to be collected along with those from CFD No. 92-1 in order to support a future bond issue that will provide construction funds to partially build Las Flores K-8 School. The Tax Certificate for the CFD No. 92-1 Special Tax Bonds, Series 1998 indicates that facilities at Las Flores Middle School were indeed funding using the 1993 Special Tax Bonds and 1997 Special Tax Bonds.

The Board of Trustees of the School District ("Board") made a finding "that the proposed [School] Facilities are necessary to meet the increased demand placed upon the School District and the existing infrastructure in the School District as a result of the development of [CFD No.] 95-1."[5]

The CFD Report states that "[t]he actual facilities' described [within the CFD Report] are those currently expected to be required to adequately meet, in part, the needs of CFD No. 95-1." The School Facilities for CFD No. 95-1 include:

> [t]he acquisition and construction of certain school sites and facilities. School sites which may be financed include a portion of a middle school site and a 9-12 high school site which are needed in order to serve, in part, the student population to be generated as a result of the expected development within CFD No. 95-1. School [Facilities] construction which may be financed may include, but are not limited to, a portion of the construction of a middle school and a high school.[6]

The CFD Report further explains that "[n]o bonded indebtedness for CFD No. 95-1 is authorized. Rather, [Special Taxes] levied within CFD No. 95-1 will secure, in part, certain bonds issued by [CFD No. 92-1.]"

The Resolution of Formation (Resolution No. 9596-59) contains the following language:

> The [School Facilities] authorized to be provided for [CFD No. 95-1] are those described in Resolution No. 9596-23, the [CFD] Report and shall include, without limitation, planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of any and all school sites and [School Facilities] necessary to house students in grades kindergarten through 12, including any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation, and related auxiliary functions . . . .
>
> It is the intention of the Board . . . to levy the proposed [Special Tax] . . . annually on all non-exempt property within [CFD No. 95-1] sufficient to pay for (i) the

[5] The Resolution of Formation (Resolution No. 9596-59) made this similar finding: "The Board finds that the proposed Facilities are necessary to meet the need within the School District for elementary, middle and high school facilities."

[6] The CFD Report also includes the following description: The proposed middle school site would consist of approximately 25 acres and the high school site would consist of approximately 40 acres. The middle school is projected to have a student capacity of 1,400, while the high school is projected to house 2,000 students.

> [School] Facilities, (ii) the principal and interest and other periodic costs on certain bonds of [CFD No. 92-1], and any bonds and/or certificates of participation proposed to be issued to finance the [School] Facilities . . . .The [School] Facilities may be financed on a direct payment basis or through a lease, lease-purchase, installment purchase or the issuance of bonds. . . . The earlier of Fiscal Year 2035-36 or the date that all bonds of CFD [No.] 92-1 are retired is the last Fiscal Year in which the [Special Tax] may be levied.

The Special Tax for CFD No. 92-1 and CFD No. 95-1 are levied, pursuant to the Rate and Method of Formation for CFD No. 95-1 ("RMA"), "until the aggregate amount of the levy equals items one through five of the Special Tax Requirement relative to the Additional Bonds.[7]" To summarize, the CFD No. 92-1 Special Tax is levied first on CFD No. 92-1 Developed Property; then, if necessary, CFD No. 95-1 Special Tax is levied on CFD No. 95-1 Developed Property; followed by the CFD No. 92-1 Special Tax is levied on Undeveloped Property; and then the CFD No. 95-1 Special Tax is levied on Undeveloped Property, and further steps are provided in the RMA if monies are still needed in order to satisfy the Special Tax Requirement.

The official ballot for CFD No. 95-1 states:

> Shall [CFD No. 95-1] levy a [Special Tax] . . . on the real property located within . . . [CFD No. 95-1], which [Special Taxes] will be used to finance the costs of planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of any and all school sites and [School Facilities] necessary to house students in grades kindergarten through12, including any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation and related auxiliary functions all as described in Resolution No. 9596-59 . . . and for the payment of the principal of and interest on bonds or certificates of participation issued to finance the [School] Facilities?

Special Taxes Pledge:

The Resolution Authorizing the Pledge of its Special Taxes (Resolution No. 9697-54) recognized:

---

[7] Additional Bonds are defined in the RMA as "the additional bonds or indebtedness of CFD No. 92-1 (i.e., exclusive of the 1993 Bonds) up to an amount equal to $21,485,000 pursuant to the current authorization, or in such greater amount as may be subsequently authorized by the qualified electors of CFD No. 92-1."

> that the qualified electors of [CFD No. 95-1] approved the pledge of [Special Taxes] of [CFD No. 95-1] to Bonds of [CFD No. 92-1], and, accordingly, the legislative body of [CFD No. 95-1] is presently authorized to pledge such taxes from time to time as determined by the legislative body for the benefit of [CFD No. 95-1] for the purposes set forth in the proposition so approved . . . .

In this Resolution, [CFD No. 95-1] pledged its Special Taxes toward CFD No. 92-1's issuance of its Series 1996 Special Tax Bonds. The Official Statement for the CFD No. 92-1 Series 1997 Bonds explains:

> [t]he principal of and interest on the Bonds are also secured by a lien and charge on the revenues of Special Taxes levied on taxable property in CFD No. 95-1. . . . Special Taxes will be levied on property within CFD No. 95-1 only if and to the extent that available revenues from the Special Taxes levied on property within CFD No. 92-1 are insufficient to pay the full amount of the principal of, and interest on, the Bonds.

We have not reviewed the pledge of the CFD No. 95-1 Special Taxes as to the payment of debt service on CFD No. 92-1 Bonds nor have we reviewed what projects were funded with any of the expenditures for the CFD No. 92-1 issuances.

The RMA for CFD No. 95-1 provides "[o]n July 1, commencing July 1, 1996, the Assigned Special Tax for each Land Use Class shall be increased by two percent (2.00%) of the amount in effect in the previous Fiscal Year."

CONCLUSION

Based on our review of the Transcript Documents, we conclude that CFD No. 95-1 pledged its Special Taxes toward the payment of debt service on the CFD No. 92-1 Bonds, and therefore, the School Facilities for CFD No. 92-1 should also proportionately serve the Project Students.

Please do not hesitate to contact us if you have any questions.

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M E M O R A N D U M

TO: Ron Lebs, Assistant Superintendent, Business Services
Capistrano Unified School District

FROM: Bowie, Arneson, Wiles & Giannone; Alexander Bowie

DATE: December 9, 2010

RE: Capistrano Unified School District – Expenditure of Special Taxes from Community Facilities District No. 98-1A (Pacifica San Juan)

SUMMARY

As requested by the Capistrano Unified School District ("School District"), our Firm is providing this Memorandum after a thorough analysis of the permitted uses for the available "Pay-As-You-Go Special Taxes"[1] ("Special Taxes") for Community Facilities District No. 98-1 of the School District (Pacifica San Juan) ("CFD No. 98-1"). CFD No. 98-1 was later amended and became known as "CFD No. 98-1A." When describing our review of CFD No. 98-1/CFD No. 98-1A, we will refer to CFD No. 98-1 when describing the initial formation and CFD No. 98-1A when describing the amendment process and such community facilities district as it is currently described.

We have reviewed transcripts for CFD No. 98-1A ("Transcript Documents"),[2] and our conclusion, which is based on the Transcript Documents, is that the School District may spend the Special Taxes proportionally on the "School Facilities" that serve the students generated as a result of the development within CFD No. 98-1A ("Project Students").

[1] "Pay-As-You-Go Special Taxes" as the term is used herein means those funds available to the School District, subject to the terms of the applicable Bond Indenture, Rate and Method, and other agreements, remaining from the Special Taxes after the debt service on the Bonds and any administrative expenses have been paid for the applicable "Bond Year."

[2] The Transcript Documents include, but are not limited to, Bond Indentures, Mitigation Agreements, Joint Community Facilities Agreement, all formation resolutions including the Notices of Special Tax Lien, CFD Reports, and Rates and Method of Apportionment.

CFD No. 98-1A School Facilities:

- construction, purchase, modification, expansion, improvement or rehabilitation of school, both onsite and offsite, and all appurtenances and appurtenant work, all needed School Facilities to serve CFD No. 98-1A and mitigate development thereof, including but not limited to K-12 school sites

- furniture, equipment and technology all land or interests in land

- transportation, central support, administration, interim housing and special education facilities, engineering, planning and designing the School Facilities

- lease payments or debt service for "Bonds" as defined in the Amended Mitigation Agreement[3] (if the corresponding project list contains authorized Facilities), and also expenses related to the issuance and sale of any "debt" as defined in Section 53317(d) of the Mello-Roos Act

- any reference to "Facilities" means collectively, the School Facilities, the City of San Juan Capistrano ("City") facilities and the Capistrano Valley Water District ("Water District") facilities included within the JCFAs, including the Amended JCFA[4]

    - ✓ Facilities also include: governmental facilities as well as storm drain, sewer, landscaping, curb and gutter, park, water, roadway, highway and bridge, traffic signals and safety lighting, flood control, libraries, police, fire and recreation facilities and open space acquisition and improvements

CFD NO. 98-1A ANALYSIS

The intent of the Transcript Documents is for the School District to spend the Special Taxes proportionally on the School Facilities that serve the Project Students. Our conclusion is based on the following:

[3] The Amended Mitigation Agreement is dated June 14, 2004 and entitled "Impact Mitigation Agreement Related to CFD No. 98-1A" by and between the School District, and Company. This agreement provides that it "supersedes and cancels any and all other agreements, oral and written, between the parties with respect to the subject matter herein."

[4] The JCFA, dated September 13, 1999, is entered into by and among the Water District, the School District, and SJD Partners, LTD ("Company"). The JCFA dated September 13, 1999, is entered by and among the City, the School District and Company. The Amended JCFA is entitled the "Amended and Restated Joint Community Facilities Agreement among the School District, the City, and Company dated June 14, 2004."

CFD No. 98-1 Formation Documents:

The Petition to the Board of Trustees of the School District ("Board") states that CFD No. 98-1 should finance:

> the construction, acquisition, modification, expansion, maintenance or rehabilitation of certain school, roadway, storm drain, sanitary sewer, landscape and water improvements . . . [and] other appropriate public facilities, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing, all required to be constructed to facilitate development within [CFD No. 98-1] and to finance the . . . cost of engineering, planning, designing and rehabilitating the Facilities.

The CFD Report states:

> School [Facilities] which may be financed include (i) construction of the Kinoshita School, and (ii) acquisition and design of the Las Ramblas school site. These facilities are needed in order to serve, in part, the [Project Students]. In addition to the bond financed facilities, additional facilities may be financed through the levy of Special Taxes. Such facilities include central support and administrative facilities, transportation and special education facilities, including any incidental school administrative and transportation center improvements.

The Resolution of Intention for Formation (Resolution No. 9900-03 explains that CFD No. 98-1 should "finance . . . the purchase, construction, expansion, improvement or rehabilitation of certain real or other tangible property described in Attachment "B" . . ., including all furnishings, equipment and supplies . . ., which Facilities have a useful life of five years or longer...." Moreover, there is some indication that the Board contemplated lease financings with: "[a]ny portion of the Facilities may be financed through a lease or lease-purchase arrangement if [CFD No. 98-1] hereafter determines that such arrangement is of benefit to [CFD No. 98-1]."

Attachment "B" to Resolution No. 9900-03 lists the proposed Facilities as:

> The construction, purchase, modification, expansion, improvement or rehabilitation of school, storm drain, water and roadway facilities, both onsite and offsite, . . . classrooms, multi-purpose, administration and auxiliary space at a school, and interim housing, together with furniture, equipment and technology, needed by [CFD No. 98-1] in order to mitigate the impact on school facilities of the [Project Students], together with all land or interests in land . . ., central

> support and administrative facilities, transportation and special education facilities, including any incidental school administration and transportation center improvements . . . .

The Resolution of Intention for Bonded Indebtedness (Resolution No. 9900-04) provides that CFD No. 98-1 will finance, pursuant to the Resolution of Formation, the "purchase, construction, expansion, improvement or rehabilitation of public facilities indentified in Attachment "A" . . . including all furnishings, equipment and supplies related thereto . . . ." Attachment "A" describes facilities similar to Resolution No. 9900-03.

In the Resolution of Formation (Resolution No. 9900-33), the Board "finds that the proposed Facilities are necessary to meet the increased demand that will be placed upon public infrastructure as a result of new development within the School District."[5] This Resolution also describes facilities similar in nature to Resolution Nos. 9900-03 and 9900-04.

The official ballot states:

> Shall [CFD No. 98-1] be authorized to incur an indebtedness and issue bonds in the maximum aggregate principal amount of $20,000,000, . . . which will be used to finance the construction, purchase, modification, expansion, improvement or rehabilitation of school, storm drain, water and roadway facilities, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing . . . to finance all incidental expenses related thereto, which include the cost of engineering, planning and designing the facilities, the cost of forming [CFD No. 98-1], issuing bonds and levying and collecting a [Special Tax] within [CFD No. 98-1] . . .

The Reimbursement Agreement[6] provides that Company "has agreed to advance funds to allow the School District to pay certain preliminary costs and expenses related to proceedings heretofore and hereafter conducted to form CFD No. 98-1, such advances being subject to reimbursement or credit upon a successful completion of the proceedings and sale of bonds."

98-1A Mitigation Agreement and JCFA:

The Amended Mitigation Agreement[7] for CFD No. 98-1A provides that:

> [a]mendment of [CFD No. 98-1] shall be deemed to have occurred only upon the occurrence of all of the following: (i) the adoption of a resolution calling an

[5] The Resolution of Intention to Establish (Resolution No. 9900-03) has similar language.
[6] The Reimbursement Agreement is dated December 14, 1998 and by and between the School District and San Juan Meadows, L.P,
[7]

> election to alter the [Special Taxes], facilities and boundaries and authorizing additional bonded indebtedness of [CFD No. 98-1A] by the [Board]; (ii) the approval by the qualified electors of [CFD No. 98-1A] of the amendment of the Special Taxes, facilities and boundaries of [CFD No. 98-1A] and the issuance of Bonds in the amount not to exceed $45,000,000; and (iii) and the expiration of all statute of limitations . . .
>
> [Company] acknowledges that School District may hereafter determine, in its sole discretion, that it is necessary and desirable to house elementary school students residing within [CFD No. 98-1A] at a location outside of the [CFD No. 98-1A] boundaries and, in such event, [Company] agrees that School District may sell or transfer ownership of the school site as the School District determines is appropriate in its sole discretion.

The Amended Mitigation Agreement also defines the authorized facilities as the following:

> [City] governmental facilities as well as storm drain, sewer, landscaping, curb and gutter, park, water, roadway, highway and bridge, traffic signals and safety lighting, flood control, libraries, police, fire and recreation facilities and open space acquisition and improvements . . ., together with all needed school facilities to serve [CFD No. 98-1] and mitigate development thereof, including but not limited to, K-12 school sites and construction, transportation, central support, administration, interim housing and special education facilities, together with furniture, equipment and technology, all land or interests in land required to be provided by the [School District] as mitigation of environmental impacts associated with the development of such school facilities, all costs to the [School District] related to the negotiated and executed of the Amended Mitigation Agreement . . ., the attributable costs of engineering, design, planning, materials testing, coordination, construction staking and construction, together with the expenses related to the issuance and sale of any "debt" as defined in Section 53317(d) of the [Mello-Roos] Act . . .

The Amended Mitigation Agreement also defines "Bonds" as "any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, or any refunding thereof incurred by [CFD No. 98-1A] and/or School District and the City Facilities and repayable out of Special Taxes of [CFD No. 98-1A]." Additionally, the Company

> acknowledges that School District intends to and agrees that School District is permitted by law to levy Special Taxes on Developed Property (as defined in the RMA) at the maximum rate and apply in each year any proceeds of such levy not

> required to pay debt service on the Bonds and administrative expenses, in each case for such year, to acquire and construct School Facilities.

We note that any project lists for the Bonds, as defined above, should serve the Project Students; if so, then CFD No. 98-1A would be able to likely use Special Taxes to make proportional debt service or lease payments, as applicable, on the Bonds.

The Amended JCFA provides that the parties previously entered into two JCFAs for the City facilities and Water District facilities. However, "[i]n 2002, the [Water District] became a subsidiary of the City. This Agreement supersedes the [two original] JCFA[s]." Moreover, '[t]he Parties intend that [CFD No. 98-1A], as amended, will assist in financing the City Facilities by disbursing [CFD No. 98-1A] bond construction proceeds pursuant to this Agreement in an amount which is estimated at, and shall not exceed $13,800,000 . . . ."

98-1A Amendment Documents:

The Petition to the Board states that CFD No. 98-1A should:

> [f]inance the originally approved facilities, including the construction, acquisition, modification, expansion, maintenance or rehabilitation of certain school, roadway, storm drain, sanitary sewer, landscape and water improvements . . ., other appropriate public facilities both onsite and offsite . . . all required to be constructed to facilitate development within [CFD No. 98-1A] and to finance . . . the cost of engineering, planning, designing and rehabilitating of the Facilities . . .
>
> The [Company] further request[s] that the [Board] amend the [CFD No. 98-1] bond authorization to authorize the issuance of bonds of [CFD No. 98-1A] in an amount not to exceed $40,000,000 to finance certain of the Facilities and costs . . .

Amendment No. 1 to Notice of Special Tax Lien for CFD No. 98-1A provides that CFD No. 98-1A will:

> (i) provide for the levy of annual [Special Taxes] pursuant to the [amended] rate and method of apportionment . . . , (ii) expand the types of authorized public facilities to include all needed school facilities to serve [CFD No. 98-1A] and mitigate the development thereof, including but not limited to, K-12 school sites and construction, transportation, central support, administration, interim housing and special education facilities, together with furniture, equipment and technology, all land or interests in land required to be provided by the [School District] as mitigation of environmental impacts associated with the development of such [School Facilities], all costs to [the School District] related to negotiation and execution of the [Amended Mitigation Agreement], the attributable costs of

> engineering, design, planning, material testing, coordination, construction staking and construction, together the expenses related to the issuance and sale of any "debt" as defined in Section 53317(d) of the [Mello-Roos] Act . . ., (iii) change the [CFD No. 98-1A] boundaries . . . and (iv) increase the authorized bonded indebtedness of [CFD No. 98-1A] to an aggregate principal amount not to exceed $50,000,000 for the purpose of financing the Facilities . . .
>
> As part of the amendment proceedings, the Board altered:
>
> the method of levy of [Special Taxes] to be levied on all taxable property located within the boundaries of [CFD No. 98-1A], to expand the authorized facilities list to include the City . . .governmental facilities as well as storm drain, sewer, landscaping, curb and gutter, park, water, roadway, highway and bridge, traffic signals and safety lighting, flood control, libraries, police, fire and recreation facilities and open space acquisition and improvements, together with all needed [School Facilities] to serve [CFD No. 98-1A] and mitigate development thereof, including but not limited to K-12 school sites and construction, transportation, central support, administration, interim housing and special education facilities, together with furniture, equipment and technology, and to remove certain commercial property from the boundaries of [CFD No. 98-1A], as well as increase the authorized bonded indebtedness of [CFD No. 98-1A] from $20,000,000 to $45,000,000 . . .

The RMA for CFD No. 98-1A provides "[o]n each July 1, commencing on July 1, 2005, the Assigned Special Tax shall be increased by an amount equal to two percent (2%) of the Assigned Special Tax for the previous Fiscal Year."

We note that the School District, on behalf of CFD No. 98-1A, has been levying the Special Taxes, at its discretion, at less than the Assigned Special Tax for the last two years. We believe that it may be possible for the School District to do so as such Special Taxes inure to the benefit of the School District for School Facilities prior to the sale of bonds..

We have not reviewed what projects were funded with the Special Taxes described in this Memorandum.

CONCLUSION

Based on our review of the Transcript Documents, we conclude that CFD No. 98-1A may spend the Special Taxes proportionally on the described School Facilities, including modernization and rehabilitation thereof, that serve the Project Students, including those facilities explicitly provided for and debt service or lease payments for Bonds.

Please do not hesitate to contact us if you have any questions.

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M E M O R A N D U M

TO: Ron Lebs, Assistant Superintendent, Business Services
Capistrano Unified School District

FROM: Bowie, Arneson, Wiles & Giannone; Alexander Bowie

DATE: December 9, 2010

RE: Capistrano Unified School District – Expenditure of Special Taxes from Community Facilities District No. 98-2 (Ladera)

SUMMARY

As requested by the Capistrano Unified School District ("School District"), our Firm is providing this Memorandum after a thorough analysis of the permitted uses for the available "Pay-As-You-Go Special Taxes"[1] ("Special Taxes") for Community Facilities District No. 98-2 of the School District (Ladera) ("CFD No. 98-2"). We have reviewed transcripts for CFD No. 98-2 ("Transcript Documents"),[2] and our conclusion, which is based on the Transcript Documents, is that the School District may spend the Special Taxes proportionally on the "School Facilities" (defined below) that serve the students generated as a result of the development within CFD No. 98-2 ("Project Students").

CFD No. 98-2 School Facilities:

- constructing, purchasing, modifying, expanding, improving, or rehabilitating school facilities, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing

[1] "Pay-As-You-Go Special Taxes," as the term is used herein, means those funds available to the School District, subject to the terms of the applicable Bond Indenture, Rate and Method, and other agreements, remaining from the Special Taxes after the debt service on the Bonds and any administrative expenses have been paid for the applicable Bond Year.

[2] The Transcript Documents include, but are not limited to, Bond Indentures, Mitigation Agreements, Joint Community Facilities Agreement, all formation resolutions including the Notices of Special Tax Lien, CFD Reports, and Rates and Method of Apportionment.

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- classrooms, multi-purpose, administration and auxiliary space at a school
- interim housing
- furniture, equipment and technology, which have a useful life of five years or longer
- all land or interest in land required for the construction of such facilities or to mitigate the environmental impacts associated with the development of the School Facilities
- following the completion of the foregoing school improvements, central support and administrative facilities, transportation and special education facilities, including any incidental school administration and transportation center improvements
- engineering, planning and designing of above-described facilities
- the official ballot dated February 8, 1999 ("Official Ballot") provides for the execution and delivery of certificates of participation
- any reference to "Facilities" means the Santa Margarita Water District ("Water District") facilities included within the JCFA[3]
    - ✓ Facilities also include: wastewater facilities (sewage lift stations, force mains, trunk sewers, wastewater treatment plant capacity) and water facilities (reservoirs, waste pumping stations, water distribution mains)

CFD NO. 98-2 ANALYSIS

The intent of the Transcript Documents is for the School District to spend the Special Taxes proportionally on the School Facilities that serve the Project Students. Our conclusion is based on the following:

[3] The JCFA, dated November 2, 1998, is entered into by and among the Water District, the School District, and DMB Ladera, L.L.C. ("Company").

Mitigation Agreement and JCFA:

The Mitigation Agreement[4] for CFD No. 98-2 provides that:

> [The School District] and the [Company] acknowledge and agree that development of [CFD No. 98-2] will require the provision of school facilities necessary to mitigate the effects of [Project Students]. . . . [The School District and Company] have agreed upon the School Facilities Description and Cost Summary (the "Plan"), . . . which sets forth the portion of the School Facilities . . . that will be needed to mitigate the effects of the [Project Students]. . . .

The Mitigation Agreement also defines the School Facilities as the following:

> The acquisition, construction and/or financing of those school facilities having a useful life of five years or longer generally identified in Exhibit "B" hereto, including classrooms, multi-purpose, technology, administration and auxiliary space at a school, interim housing, and special education facilities, and provided it will not adversely affect special tax rates projected to be levied on undeveloped land owned by the [Company] or its affiliate, and assuming historically average special tax delinquency rates in [CFD No. 98-2], based upon projections at the time of the first levy for such purpose (but only to the extent of the levy for each year then being contemplated), central support, transportation and administrative facilities, together with furniture and equipment need by [CFD No. 98-2] in order to serve the [Project Students], together with all land or interests in land required to be provided for the construction of such facilities and all land or interests in land required to be provided by [the School District] as mitigation of environmental impacts associated with the development of such School Facilities as well as costs to [the School District] related to negotiation and execution of this Agreement . . ., the attributable costs of engineering, design, planning, materials testing, coordination, construction staking and construction, together with the expenses related to the issuance and sale of any "debt" as defined in Section 53317(d) of the [Mello-Roos] Act . . .

The Mitigation Agreement also defines "Bonds" as "any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private

[4] The Mitigation Agreement, dated December 15, 1998, is entered into between the School District and the Company.

businesses, or individuals, or long-term contracts, or any refunding thereof, which obligation may be incurred by [CFD No. 98-2] or [the School District]."

Additionally, the Mitigation Agreement states that "[t]he Special Tax is to be levied and collected to construct and acquire the School Facilities and/or to pay debt service on the Bonds or any other obligation of [CFD No. 98-2]." We note that any project lists for the Bonds, as defined above, should serve the Project Students; if so, then CFD No. 98-2 would be able to use Special Taxes to make proportional debt service or lease payments, as applicable, on the Bonds.

The Mitigation Agreement also provides that:

> [The School District] covenants that, in order to adequately serve [CFD No. 98-2], and except as otherwise agreed by the parties hereto, [the School District] shall commence construction on each of the School Facilities identified in Exhibit "B" no later than one year following receipt of Available Funds[5] and/or State matching funds designated for such School Facility in an amount sufficient to fully construct and equip such School Facility. If additional monies are needed to complete any of the K-5 or 6-8 School Facilities identified in Exhibit "B" to then-applicable State standards, the [Company] will provide all additional monies needed to complete and equip such school facilities.

Section 7.1 of the Mitigation Agreement sets forth the order of priority for how certain State funding shall be applied to the School Facilities.

The JCFA provides that "[t]he Parties intend to have [CFD No. 98-2] assist in financing the Water Facilities by disbursing [CFD No. 98-2] bond construction proceeds in an amount which is estimated at $35,000,000 . . . ."

Formation Documents:

The Petition to the Board of Trustees of the School District ("Board") requests that CFD No. 98-2:

---

[5] Available Funds is defined in the Mitigation Agreement as:

> (i) Construction proceeds of issued Bonds which have been released by the trustee or fiscal agent for the Bonds to [the School District], (ii) State funding with respect to the School Facilities, or (iii) cash paid to [the School District] by the [Company], in each case, free and clear of any lien, encumbrance or limitation on expenditure, and immediately available for expenditure, by [the School District] for authorized School Facilities. In the event funds of the type identified in (iii) above are provided, such funds shall not be deemed Available Funds for any purpose under this Agreement until ninety (90) days after receipt of such funds by [the School District].

> finance the construction, acquisition, modification, expansion or rehabilitation of certain school and water facilities, and related infrastructure improvements, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing, all required to be constructed to facilitate development within [CFD No. 98-2] . . . cost of engineering, planning, designing and rehabilitating the Facilities . . . the issuance of bonds, the determination of the amount of [S]pecial [T]axes to be levied and costs otherwise incurred in order to carry out the authorized purposes of [CFD No. 98-2].
>
> The Petition also requests that the Board:
>
> annually levy [Special Taxes] on the property within [CFD No. 98-2] for the construction, acquisition and rehabilitation of certain of the Facilities and for the payment of the aggregate amount of principal of and interest owing on bonds in each fiscal year, including the maintenance of reserves therefor.

The Resolution of Intention for Formation (Resolution No. 9899-28) explains that CFD No. 98-2 should:

> finance . . . the purchase, construction, expansion, improvement or rehabilitation of certain real or other tangible property described in Attachment "B" . . . including all furnishings, equipment and supplies, which Facilities have a useful life of five years or longer]. . .
>
> Attachment "B" to Resolution No. 9899-28 states that the Facilities include[6]:
>
> the construction, purchase, modification, expansion, improvement or rehabilitation of school and water facilities, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing, including in such facilities, without limitation, classrooms, multi-purpose, administration and auxiliary space at a school, and interim housing, together with furniture, equipment and technology, needed by [CFD No. 98-2] in order to mitigate the impact on school facilities of the [Project Students], together with all land or interests in land required for the construction of such facilities and all land or interests in land required to be provided by [CFD No. 98-2] as mitigation of environmental impacts associated with the development of such [School Facilities], and, following the completion of the foregoing improvements, central support and administrative facilities, transportation and special education

[6] The Resolution of Intention for Bonded Indebtedness (Resolution No. 9899-29) and Resolution Establishing CFD No. 98-2 (Resolution No. 9899-76) have similar language; however, Resolution No. 9899-76 provides for "school and water and sewer facilities."

> facilities, including any incidental school administration and transportation center improvements . . .cost of engineering, planning and designing the Facilities; . . .all costs associated with the creation of [CFD No. 98-2], the issuance of the bonds, the determination of the amount of [Special Taxes] to be levied . . .

The Board stated that they intended "to levy annually . . . a [Special Tax] . . . sufficient to pay for: (i) the Facilities and Incidental Expenses,[7] (ii) the principal and interest and other periodic costs with respect to the bonds or other indebtedness issued to finance the Facilities and Incidental Expenses . . . ."

The Board "hereby finds that the proposed Facilities are necessary to meet the increased demand placed upon the School District and the existing infrastructure in the School District as a result of the development of [CFD No.] 98-2." Similarly, in the Resolution Establishing CFD No. 98-2 (Resolution No. 9899-76), the Board provides that "[t]he School District is authorized by the Act and by that certain [JCFA] to contribute revenue to, or to construct or acquire the Facilities, all in accordance with the Act."

The CFD Report provides that:

> School [Facilities], which may be financed, include the acquisition and construction of certain school sites. The land and facilities which are expected to be financed include two elementary schools, a combined elementary and middle school, and a portion of a high school. These facilities are needed in order to serve, in part, the [Project Students]. . . . Following the completion of bond financed school facilities, additional facilities may be financed through the levy of Special Taxes. Such facilities include central support and administrative facilities, transportation and special education facilities, including any incidental school administrative and transportation center improvements.
>
> Water and sewer improvements to be financed by CFD No. 98-2 may include the construction of all or a portion of certain water and sewer related facilities identified in the [JCFA].

The proposition in the Official Ballot asked whether CFD No. 98-2 may "incur an indebtedness and issue bonds or certificates of participation in the maximum aggregate principal amount of $115,000,000 . . . ?"

Resolution No. 9899-135 called an election regarding a proposition to amend the Rate and Method of Apportionment ("RMA") and reduce the Special Taxes.

---

[7] Defined in Resolution No. 9899-28 as "the incidental expenses to be incurred in connection with financing the Facilities and forming and administering [CFD No. 98-2]."

The Amended RMA[8] provides "[a]fter the first Fiscal Year in which any Assessor's Parcel is designated as Developed Property, the Assigned Special Tax for such Assessor's Parcel shall be increased every July 1 by two percent (2%) per year."

Bond Documents:

Resolution No. 9899-91 (Series 1999 Special Tax Bonds) authorized the issuance of said bonds. The Official Statement for the 1999 Special Tax Bonds explains that:

> The Bonds are being issued in part to finance a portion of the costs for the construction, purchase, modification, expansion, improvement or rehabilitation of school and water and sewer facilities (the "Project") to meet the needs of [CFD No. 98-2]. Currently, it is anticipated that the Project will include (i) the land acquisition for certain school sites and construction of school facilities and (ii) the acquisition and construction of certain and sewer related facilities pursuant to the terms of the [JCFA].

The Bond Indenture for the 1999 Special Tax Bonds defines "Project" as "those public facilities described in the Resolution of Formation which are to be acquired or constructed within and outside of the [CFD No. 98-2], including all engineering, planning and design services . . . ." It would be consistent with the rest of the Transcript Documents that School Facilities might need to be constructed outside of the CFD No. 98-2 boundaries in order to serve the Project Students. For example, if a school was only partially funded with CFD No. 98-2 Special Taxes, it would be reasonable for the School District to build the school outside the boundaries of CFD No. 98-2.

Resolution No. 0405-66 (Series 2005 Special Tax Refunding Bonds) authorized the issuance of bonds for new capital projects as well as to refund all or part of the Series 1999 Special Tax Bonds ("Prior Bonds"). The Official Statement for the Series 2005 Special Tax Refunding Bonds were issued to "(i) refund the Prior Bonds currently outstanding in the aggregate principal amount of $105,080,000, (ii) finance the costs of certain school facilities for the School District, (iii) fund the portion of the Reserve Requirement not funded with the Reserve Policy, and (iv) pay costs of issuance."

We have not reviewed what projects were funded with the Special Taxes and/or bond proceeds described in this Memorandum.

[8] The Amended RMA is dated May 6, 1999.

CONCLUSION

Based on our review of the Transcript Documents, we conclude that CFD No. 98-2 may spend the Special Taxes proportionally on the School Facilities, including modernization and rehabilitation thereof, that serve the Project Students including lease payments for financing.

Please do not hesitate to contact us if you have any questions.

BOWIE, ARNESON, WILES & GIANNONE

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
ATTORNEYS AT LAW

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REF. OUR FILE
3003. A 2

M E M O R A N D U M

TO: Ron Lebs, Assistant Superintendent, Business Services
Capistrano Unified School district

FROM: Bowie, Arneson, Wiles & Giannone; Alexander Bowie

DATE: December 9, 2010

RE: Capistrano Unified School District – Expenditure of Special Taxes from Community Facilities District No. 2004-1 (Rancho Madrina)

SUMMARY

As requested by the Capistrano Unified School District ("School District"), our Firm is providing this Memorandum after a thorough analysis of the permitted uses for the available "Pay-As-You-Go Special Taxes"[1] ("Special Taxes") for Community Facilities District No. 2004-1 of the School District (Rancho Madrina) ("CFD No. 2004-1"). We have reviewed transcripts for CFD No. 2004-1 ("Transcript Documents"),[2] and our conclusion, which is based on the Transcript Documents, is that the School District may spend the Special Taxes proportionally on the "School Facilities" (defined below) that serve the students generated as a result of the development within CFD No. 2004-1("Project Students").

CFD No. 2004-1 School Facilities:

- construction, purchase, modification, expansion, improvement or rehabilitation of school facilities and ancillary support facilities of the School District
- classrooms, multi-purpose, administration and auxiliary space at a school, and interim housing

[1] "Pay-As-You-Go Special Taxes" as the term is used herein means those funds available to the School District, subject to the terms of the applicable Bond Indenture, Rate and Method, and other agreements, remaining from the Special Taxes after the debt service on the Bonds and any administrative expenses have been paid for the applicable "Bond Year."

[2] The Transcript Documents include, but are not limited to, Bond Indentures, Mitigation Agreements, Joint Community Facilities Agreement, all formation resolutions including the Notices of Special Tax Lien, CFD Reports, and Rates and Method of Apportionment.

- furniture, equipment and technology
- all land or interests in land
- central support and administrative facilities, transportation (including without limitation buses and vans) and special education facilities, including any incidental school administration and transportation center improvements
- engineering, planning and designing the School Facilities
- lease payments for financings, if for authorized School Facilities, proportional to Project Students as reasonably determined by School District.
- any reference to "Facilities" means the School Facilities and the City of San Juan Capistrano ("City") facilities included within the JCFA[3]

CFD NO. 2004-1 ANALYSIS

The intent of the Transcript Documents is for the School District to spend the Special Taxes proportionally on the School Facilities that serve the Project Students. Our conclusion is based on the following:

Mitigation Agreement and JCFA:

The School District and Landowner agreed in the Mitigation Agreement[4] "that the development of the [area within CFD No. 2004-1] will generate additional students in grades kindergarten through twelfth . . . who cannot be housed in the existing school facilities of the School District [and] additional [School Facilities] for grades kindergarten through twelfth . . . will be needed to adequately house [these s]tudents." The Mitigation Agreement describes the following needed School Facilities:

[3] The JCFA, dated September 1, 2004, is entered into by and among the School District, the City, and William Lyon Homes, Inc. ("Company").

[4] The Mitigation Agreement is entitled the "Impact Mitigation Agreement Related to Proposed Community Facilities District No. 2004-1" dated as October 18, 2004, by and between the School District and Company.

K-12 School Facilities

K-12 school sites and facilities with a useful life of at least five (5) years, including classrooms, ancillary facilities, and on-site office space at such K-12 [School Facilities]; additionally, furniture, equipment and technology with a useful life of at least five (5) years at such K-12 School Facilities.

Other School Facilities

Central support and administrative facilities, interim housing and transportation facilities with a useful life of at least five (5) years; additionally, furniture, equipment and technology with a useful life of at least five (5) years.

The JCFA provides that[5] "[t]he parties hereto intend to have [CFD No. 2004-1] assist in financing the City Facilities by disbursing [CFD No. 2004-1] bond construction proceeds in an amount which is estimated at, and shall not exceed, $3,947,000 . . . ."

Formation Documents:

The Petition to the Board of Trustees of the School District ("Board") states that CFD No. 2004-1 should finance:

> the construction, acquisition, modification, expansion or rehabilitation of certain school, roadway, sidewalk, curb, gutter, landscaping, storm drain, park, sewer and water facilities, and related infrastructure improvements . . . all required to be constructed to facilitate development within CFD No. 2004-1 . . . and to finance the . . . cost of engineering, planning, designing and rehabilitating the Facilities.

The CFD Report states that the:

> [b]ond proceeds will be used to finance construction, reconstruction, and/or modernization of various [School Facilities], including K-12 school facilities, central support and administrative facilities, transportation and special education facilities, including any incidental school administrative and transportation center

[5] The JCFA states that "[i]t is expected that the cost of the School Facilities will exceed the cost of the City Facilities, therefore the School District is permitted to have primary responsibility for the formation and administration of [CFD No. 2004-1]. However, the Official Statement for the 2005 Special Tax Bonds shows that the estimated costs for the School Facilities and City Facilities is $1,965,264 and $3,947,000, respectively. We note that an agenda item for August 19, 2004 says that CFD No. 2004-1 will receive approximately $5 million, of which approximately $2 million is anticipated from bond proceeds.

> improvements, and district vehicles. These [School Facilities] may also be financed through the levy of Special Taxes.

Although lease payments for financings (if for authorized School Facilities) were not explicitly contemplated nor prohibited as part of the CFD Report, the School District and/or CFD No. 2004-1 should not be prohibited from financing the construction of School Facilities with lease financing and the payment of those lease payments if it produces cost savings. We believe that lease payments may be only proportionally funded in relation to the needs of the Project Students.

The Resolution of Intention for Formation (Resolution No. 0304-78) explains that CFD No. 2004-1 should "finance . . . the purchase, construction, expansion, improvement or rehabilitation of certain real or other tangible property described in Attachment "B" . . ., including all furnishings, equipment and supplies . . ., which Facilities have a useful life of five years or longer...."

Attachment "B" to the Resolution of Intention for Formation lists the proposed public facilities as:

> The construction, purchase, modification, expansion, improvement or rehabilitation of [School Facilities]. . . and City [Facilities] as well as storm drain, sewer, landscaping, curb and gutter, park, water, roadway, highway and bridge, traffic signals and safety lighting, flood control, libraries, police, fire and recreation facilities and open space acquisition and improvements . . ., including in School Facilities, without limitation, classrooms, multi-purpose, administration and auxiliary space at a school, and interim housing, together with furniture, equipment and technology, needed by [CFD No. 2004-1] in order to mitigate the impact on school facilities of the [Project Students], together with all land or interests in land . . ., central support and administrative facilities, transportation (including without limitation buses and vans) and special education facilities, including any incidental school administration and transportation center improvements . . . .

The Resolution of Intention for Bonded Indebtedness (Resolution No. 0304-79) provides that CFD No. 2004-1 will finance, pursuant to the Resolution of Formation, the "purchase, construction, expansion, improvement or rehabilitation of public facilities indentified in Attachment "A" . . . including all furnishings, equipment and supplies related thereto . . . ." Attachment "A" describes:

> The construction, purchase, modification, expansion, improvement or rehabilitation of [School Facilities]. . . and City [Facilities such as] storm drain,

> sewer, landscaping, curb and gutter, park, water, roadway, highway and bridge, traffic signals and safety lighting, flood control, libraries, police, fire and recreation facilities and open space acquisition and improvements . . . including in School Facilities, without limitation, classrooms, multi-purpose, administration and auxiliary space at a school, and interim housing, together with furniture, equipment and technology, needed by [CFD No. 2004-1] in order to mitigate the impact on school facilities of the [Project Students] , together with all land or interests in land required for the construction of such facilities . . ., central support and administrative facilities, transportation (including without limitation buses and vans) and special education facilities, including any incidental school administration and transportation center improvements.

The Board made a finding in the Resolution of Formation (Resolution No. 0405-42)[6] that "the proposed School Facilities are necessary to meet the increased demand that will be placed upon the schools within the School District as a result of the new development within [CFD No. 2004-1]."[7]

The RMA provides "[o]n each July 1, commencing on July 1, 2005, the Assigned Special Tax shall be increased by an amount equal to two percent (2%) of the Assigned Special Tax for the previous Fiscal Year."

Bond Documents:

The Bond Indenture for the 2005 Special Tax Bonds defines "Project" as "those public facilities described in the Resolution of Formation which are to be acquired or constructed within and outside of the [CFD No. 2004-1], including all engineering, planning and design services . . . ." It would be consistent with the rest of the Transcript Documents that School Facilities might need to be constructed outside of the CFD No. 2004-1 boundaries in order to serve the Project Students. For example, if a school was only partially funded with CFD No. 2004-1 Special Taxes, it would be reasonable for the School District to build the school outside the boundaries of CFD No. 2004-1.

[6]The Official Ballot links back to the facilities and expenses provided for in the Resolution of Formation (Resolution No. 0405-42).

[7] The Resolution of Intention to Establish (Resolution No. 0304-78) and Resolution Determining to Proceed Regarding CFD No. 2004-1 and Approving the JCFA/Mitigation Agreement (Resolution No. 0405-34) has similar language.

We have not reviewed what projects were funded with the Special Taxes described in this Memorandum.

CONCLUSION

Based on the Transcript Documents, we conclude that CFD No. 2004-1 may spend the Special Taxes proportionally on the School Facilities, including modernization and rehabilitation thereof that serve the Project Students, including lease payments for financings.

Please do not hesitate to contact us if you have any questions.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 14, 2011

AGREEMENT FOR THE SETTLEMENT OF THE TORT CLAIM BETWEEN THE ORANGE COUNTY SOCIAL SERVICES AGENCY AND CAPISTRANO UNIFIED SCHOOL DISTRICT

BACKGROUND INFORMATION

Passed in 1984, AB 3632 assigned county mental health departments the responsibility of providing mental health services for students with special needs. The bill was amended in 1996 to expand the role of county mental health in placement of students in out-of-state schools. In 2004 Proposition 1A established a claim procedure for state mandates, specifying if a mandate is not funded or the past claims are not funded in the budget act, the mandate is suspended.

On October 8, 2010, Governor Schwarzenegger signed the state budget and vetoed $133 million in prior year mandated claims from the Department of Mental Health's budget. The Budget Act also failed to include a $70 million appropriation for social services for the cost of residential placement for some AB 3632 students placed in residential treatment centers (RTC). At the time the Governor signed the bill, it was uncertain if the elimination of the $70 million was effective October 8, 2010, or retroactive to July 1, 2010. The District has been working with the Orange County Social Services Agency and the Orange County Department of Education to determine the fiscal responsible agency for board and care costs for District students in residential placement from July 1, 2010, through October 7, 2010.

As a result of statewide litigation, the Sacramento Superior Court ruled that county social services departments were not required to pay board and care residential treatment center costs since the Legislature did not appropriate funds for the services. The Superior Court further held that July 1, 2010, was the effective date of the funding elimination and the date school districts were responsible to fund board and care for students educationally placed in RTC.

CURRENT CONSIDERATIONS

Orange County Social Services Agency filed a Government Tort Claim against the District on June 30, 2011, seeking $175,552.61 as reimbursement at 40 percent of the total cost for board and care costs for District students in RTC during the period of July 1, 2010, through October 7, 2010. Further investigation determined mandated cost reimbursement is not allowed for these claims.

FINANCIAL IMPLICATIONS

The total board and care cost between July 1, 2010, and October 7, 2010, for District students in RTC was $438,881.53. The $175,552.61 settlement amount sought in the Government Tort Claim would resolve the board and care costs for 40 percent of the total amount owed.

STAFF RECOMMENDATION

It is recommended the Board President recognize Sara Jocham, Assistant Superintendent, Special Education, to present this item. Following discussion, it is recommended the Board of Trustees approve the settlement agreement with Orange County Social Services Agency in the amount of $175,552.61 to resolve the Government Tort Claim.

AGREEMENT FOR THE SETTLEMENT OF TORT CLAIM
BETWEEN THE
ORANGE COUNTY SOCIAL SERVICES AGENCY
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT

THIS AGREEMENT entered into this 14 day November, 2011, by and between the ORANGE COUNTY SOCIAL SERVICES AGENCY (SSA) AND CAPISTRANO UNIFIED SCHOOL DISTRICT (DISTRICT).

WHEREAS, a dispute has arisen between SSA and DISTRICT regarding the payment of board and care costs for special education students and residential treatment centers for the time period of July 1, 2010 through October 7, 2010;

WHEREAS, SSA has filed a claim with DISTRICT under the Government Tort Claims Act, Government Code section 810 et seq.;

WHEREAS, SSA and DISTRICT wish to resolve their dispute without litigation;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DISTRICT will seek approval from its governing board of the attached claim in the amount of $175,552.61 (a copy of which is attached hereto)

2. DISTRICT will pay SSA the amount of the claim within 60 days of approval by the governing board of the DISTRICT.

3. SSA and DISTRICT fully release and discharge each other from all claims, damages, liabilities, rights, obligations, causes of action and complaints of whatever kind or nature, whether known or unknown arising from or related to the cost of board and care for special education students incurred during the time period of July 1, 2010 through October 7, 2010. SSA and DISTRICT waive all rights or benefits that they may have under Section 1542 of

the Civil Code of the State of California. Section 1542 of the Civil Code referred to herein states as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing this release, which if known by him or her must have materially affected his or her settlement with the debtor."

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: _____ DATED: November 14, 2011

TITLE: Superintendent

COUNTY OF ORANGE

BY: _____ DATED: _____
SOCIAL SERVICES AGENCY

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

BY: _____ DATED: _____
DEPUTY

SED Billings
General Accounting
FY 10/11 - July 1st to October 7, 2010

Facilities	Child's Name	Jul-10	Aug-10	Sep-10	Oct-10	Dates billed in October	Prorated Costs 10/01-10/07/10	Total Costs @ 100% 07/01/10 to 10/07/10	Total Costs @ 40% 07/01/10 to 10/07/10	School District
Alpine Academy		$ 5,105.70	$ 5,105.70	$ 4,941.00	$ 5,105.70	10/01-10/31/10	$ 1,152.90	$ 16,305.30	$ 6,522.12	Capistrano Unified School District
Alpine Academy		$ 5,105.70	5,105.70	4,941.00	5,105.70	10/01-10/31/10	1,152.90	16,305.30	6,522.12	Capistrano Unified School District
Boys Town California Inc		$ 6,237.00	6,335.00	6,335.00	6,335.00	10/01-10/31/10	1,430.48	20,337.48	8,134.99	Capistrano Unified School District
Cathedral Home		$ 6,665.00	6,665.00	6,450.00	6,665.00	10/01-10/31/10	1,505.00	21,285.00	8,514.00	Capistrano Unified School District
Cathedral Home		$ 6,665.00	430.00	-	-		-	7,095.00	2,838.00	Capistrano Unified School District
Cathedral Home		$ 3,440.00	-	-	-		-	3,440.00	1,376.00	Capistrano Unified School District
Chileda Institute		$ 6,479.00	6,479.00	6,270.00	6,479.00	10/01-10/31/10	1,463.00	20,691.00	8,276.40	Capistrano Unified School District
Cinnamon Hills		$ 6,694.00	6,694.00	6,694.00	6,046.19	10/01-10/28/10	1,511.55	21,593.55	8,637.42	Capistrano Unified School District
Cinnamon Hills		$ 6,694.00	6,694.00	6,694.00	6,694.00	10/01-10/31/10	1,511.55	21,593.55	8,637.42	Capistrano Unified School District
Cinnamon Hills		$ 6,694.00	6,478.05	-	-		-	13,172.05	5,268.82	Capistrano Unified School District
Cinnamon Hills		$ 6,694.00	6,694.00	6,694.00	6,694.00	10/01-10/31/10	1,511.55	21,593.55	8,637.42	Capistrano Unified School District
Cinnamon Hills		$ 6,694.00	6,694.00	6,694.00	6,694.00	10/01-10/31/10	1,511.55	21,593.55	8,637.42	Capistrano Unified School District
Day Star Residential		$ 5,673.00	5,673.00	5,490.00	5,673.00	10/01-10/31/10	1,281.00	18,117.00	7,246.80	Capistrano Unified School District
Devereux Foundation (Arizona)		$ 6,913.00	3,345.00				-	10,258.00	4,103.20	Capistrano Unified School District
Devereux Foundation (Arizona)		$ 6,690.00	6,913.00	6,699.00	6,922.30	10/01-10/31/10	1,563.10	21,865.10	8,746.04	Capistrano Unified School District
Devereux Foundation (Florida)		$ 6,665.00	6,665.00	6,450.00	6,665.00	10/01-10/31/10	1,505.00	21,285.00	8,514.00	Capistrano Unified School District
Devereux Foundation (Florida)		$ 6,665.00	6,665.00	6,450.00	6,665.00	10/01-10/31/10	1,505.00	21,285.00	8,514.00	Capistrano Unified School District
Devereux Foundation (Florida)		$ 6,665.00	6,665.00	6,450.00	6,665.00	10/01-10/31/10	1,505.00	21,285.00	8,514.00	Capistrano Unified School District
Devereux Texas		$ 5,456.00	5,456.00	5,280.00	5,456.00	10/01-10/31/10	1,232.00	17,424.00	6,969.60	Capistrano Unified School District
Devereux Texas		$ 6,665.00	6,665.00	6,450.00	6,665.00	10/01-10/31/10	1,505.00	21,285.00	8,514.00	Capistrano Unified School District
Family Life Center		$ 7,917.00	7,917.00	7,917.00	7,917.00	10/01-10/31/10	1,787.71	25,538.71	10,215.48	Capistrano Unified School District
Family Life Center		$ -	255.39	7,917.00	7,917.00	10/01-10/31/10	1,787.71	9,960.10	3,984.04	Capistrano Unified School District
New Haven Home		$ 7,917.00	4,852.35	-	-		-	12,769.35	5,107.74	Capistrano Unified School District
Oak Grove Institute		$ 7,917.00	7,917.00	2,375.00	-		-	18,209.00	7,283.60	Capistrano Unified School District
Oak Grove Institute		$ 254.94	-	-	-		-	254.94	101.98	Capistrano Unified School District
Red Rock Canyon School		$ 3,100.00	3,100.00	6,600.00	6,820.00	10/01-10/31/10	1,540.00	14,340.00	5,736.00	Capistrano Unified School District
		$ 151,665.34	**$ 135,463.19**	**$ 123,791.00**			**$ 27,962.00**	**$ 438,881.53**	**$ 175,552.61**	**Capistrano USD Total**

COPY

CLAIM FOR MONEY OR DAMAGES
(Pursuant to California Government Code § 910)

TO: BOARD OF EDUCATION

Orange County Social Services Agency, Children and Family Services Division
Name of Claimant

888 North Main Street, Santa Ana CA 92701 (714) 541-7707
Mailing/Post Office Address of Claimant Phone

ATTN: Mike Ryan, Chief Deputy Director, SSA
888 North Main Street, Santa Ana CA 92701
Mailing/Post Office Address to Which Claimant Desires Notices to be Sent

WHEN did damage or injury occur? July 1, 2010 through October 7, 2010

WHERE did damage or injury occur? Orange County, California

HOW and under what circumstances did damage or injury occur? The school district failed to reimburse claimant for the cost of board and care payments for twenty-six (26) students placed in residential educational placements. For additional information regarding the district's failure to reimburse claimant please see attached "Statement of Damages."

WHAT particular action by the school or its employee caused the alleged damage or injury (include names of employees, if known): The school district failed to reimburse claimant for the cost of board and care payments for twenty-six (26) students placed in residential educational placements. For additional information regarding the district's failure to reimburse claimant please see attached "Statement of Damages."

WHAT sum do you claim?
Unreimbursed board and care payments for the time period of July 1, 2010 through October 7, 2010 at 40% reimbursement rate in the amount of $175,552.61 (see attached accounting/invoices for basis of computation of the amount claimed.

If the damages you are claiming are $10,000 or less, please state the full amount you are claiming: _____.

If you are claiming more than $10,000 dollars, please indicate whether your case will be in the unlimited civil jurisdiction or the limited civil jurisdiction by checking one of the following:

Unlimited Civil ___X___
Limited Civil _____

NAMES AND ADDRESSES of witnesses, doctors and hospitals: Lien Mai; 888 North Main Street, Santa Ana, CA 92701

NICHOLAS S. CHRISOS, COUNTY COUNSEL
and CAROLYN S. FROST, SENIOR DEPUTY

Date: 06/29/11

By Carolyn S. Frost
Carolyn S. Frost, Senior Deputy
Attorneys for Claimant, Orange County Social Services Agency

Statement of Damages

On October 8, 2010, Governor Arnold Schwarzenegger signed the State budget bill (SB 870), which included his line-item veto of $132.9 million in funding to reimburse counties for their costs from previous years of complying with the AB 3632 mandate. The final budget also included the elimination of $70 million designated for county welfare department intended to cover the residential placement costs for AB3632 students placed in out-of-home facilities. At the time of the governor's signing of the budget bill, it was uncertain if the elimination of the $70 million was effective October 8, 2010 or retroactive to July 1, 2010.

Three lawsuits were filed to determine, among other things, whether the Governor's suspension of the AB 3632 mandate was constitutional, and if so, the effective date of the suspension of the mandate. In addition the lawsuits sought to determine whether the AB 3632 responsibilities and costs should be borne solely by the School Districts or jointly with the Counties.

By late March, 2011, decisions and settlements had been reached in the AB 3632 lawsuits. The Courts ruled that the Governor had acted constitutionally when he suspended the AB 3632 mandate. Moreover, the suspension had the result of shifting the A3632 mandate responsibilities to the School Districts. On April 15, 2011, the California Department of Social Services (CDSS) issued County Fiscal Letter No. 1011 1-51. The letter explained that CDSS will not reimburse Counties for any AB 3632 residential placements costs incurred during fiscal year 2010/2011.

Due to these circumstances, the district is responsible for the residential board and care costs incurred between July 1, 2010 and October 7, 2010, for the AB 3632 youth placed through the district. On May 19, 2011, Social Services Agency mailed the district invoices for these costs along with a cover letter requesting payment within 30 days. As of the filing on this claim, the district has failed to provide payment for the board and care costs.

The attached invoices detail the total cost of room and board payments from July 1, 2010 through October 7, 2010 (i.e. 100% of the cost). The attached accounting details both the total cost (i.e. 100%) and the 40% cost associated with each student from July 1, 2010 through October 7, 2010. The invoices and accounting demonstrate the basis for computation of the amount that the district owes to Claimant as outlined in the accompanying claim form. The amount Claimant is seeking represents 40% of the total board and care costs as indicated in the accounting under the column entitled "Total Costs @ 40% 07/01/10 to 10/07/10." This figure has been highlighted in yellow on the attached accounting.

06/29/11
Date

Carolyn S. Frost
Carolyn S. Frost, Senior Deputy County Counsel

County of Orange

INVOICE # SED-CAPO-100
INVOICE DATE 5/18/2011
AB 3632 B & C

SOCIAL SERVICES AGENCY
888 NORTH MAIN STREET
SANTA ANA, CA 92701-3518

Mailed 5/19/11

Capistrano Unified School District
Attention: Joseph Farley/Candy Miller
33122 Valle Road
San Juan Capistrano, CA 92675

DATE		AMOUNT
5/18/2011	REIMBURSEMENT TO ORANGE COUNTY SOCIAL SERVICES AGENCY for **Board and Care Costs for AB3632 students incurred from 07/01 - 10/07/2010 as per SSA letter dated May 16, 2011.**	
	July 2010 $ 151,665.34	
	August 2010 135,463.19	
	September 2010 123,791.00	
	October (10/01-10/07/2010) 27,962.00	
	$ 438,881.53	
	See attachment for billing details.	
	Total Due To SSA	**$ 438,881.53**

Questions Concerning This Invoice?

Contact: Lien Mai
Phone (714) 245-6206
Email: lien.mai@ssa.ocgov.com

Please remit payment within 30 days of invoice date to:

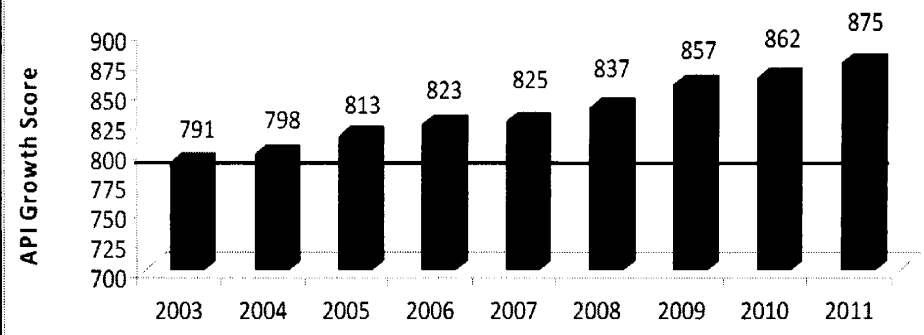
ORANGE COUNTY SSA
P.O. BOX 1998
SANTA ANA, CA 92702-1998
ATTN: SED COORDINATOR

CAPISTRANO
UNIFIED SCHOOL DISTRICT

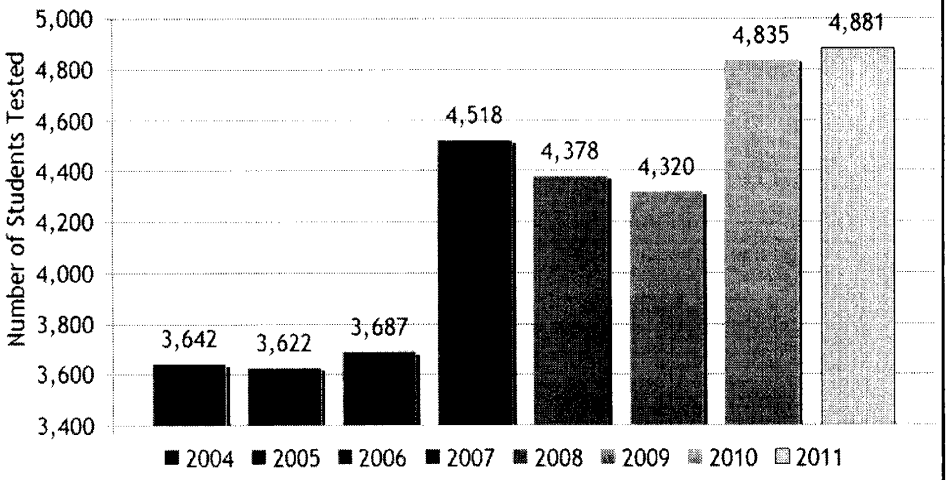
2011 Accountability Progress Report

November 14, 2011

CUSD API Growth Scores 2003 to 2011



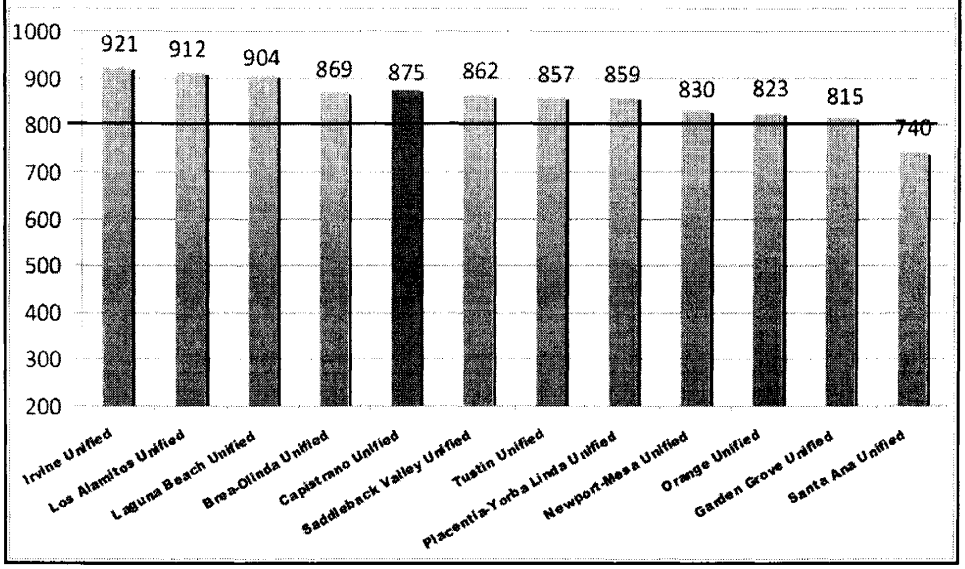
CST End-of-Course Algebra I
Students Tested by Year, 2004-11



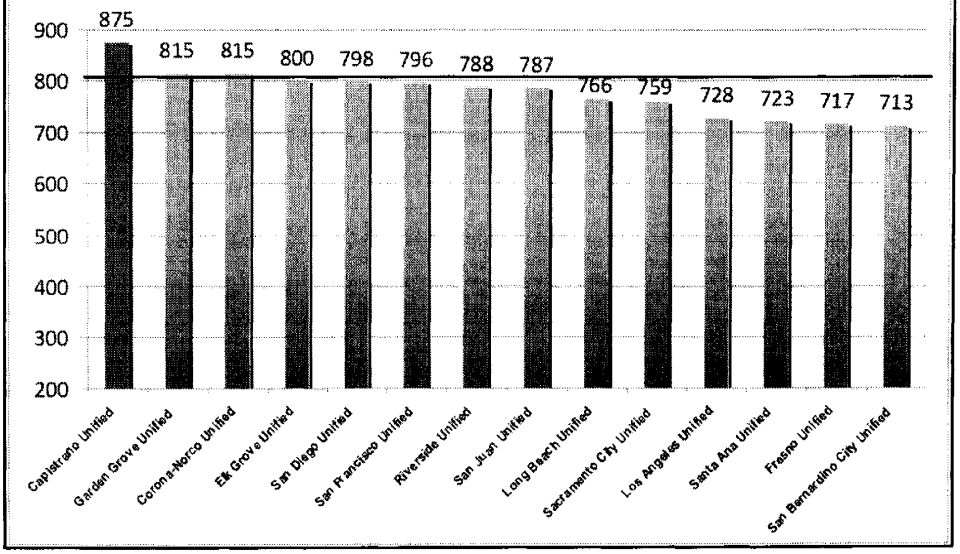
CUSD 2011 Growth API Scores by Subgroup

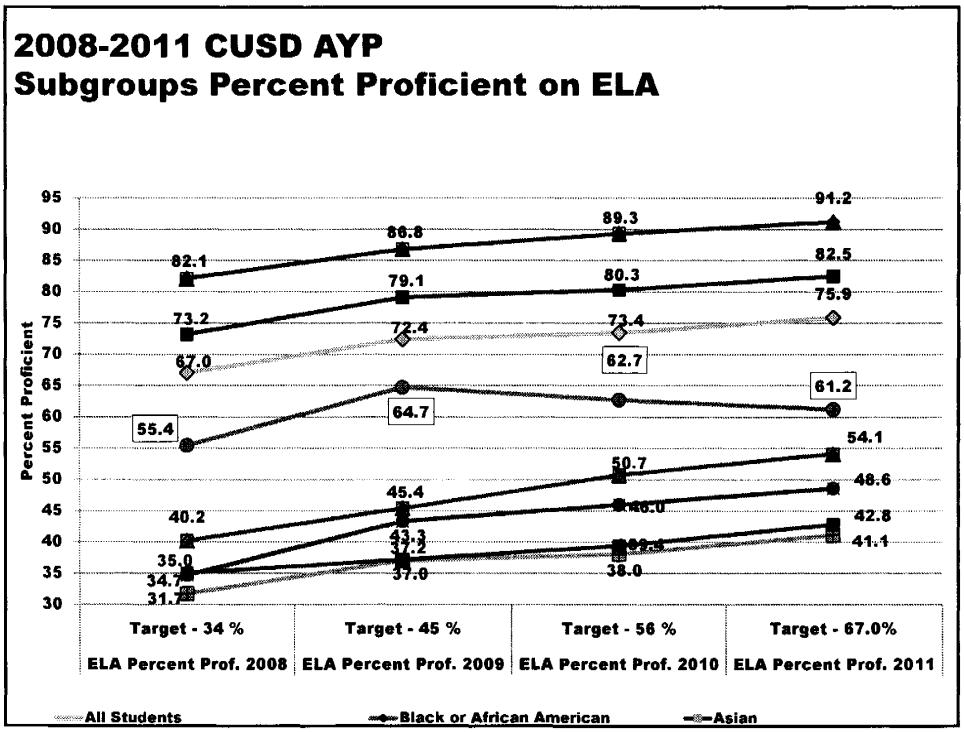
Subgroup	Number of Students Included in 2011 API	Numerically Significant	2010 Subgroup Base API	2011 Subgroup Growth API	Dif +/-
African American (not of Hispanic origin)	395	Yes	806	815	9
American Indian or Alaska Native	140	Yes	807	855	48
Asian	2,077	Yes	949	956	7
Filipino	647	Yes	893	903	10
Hispanic or Latino	9,227	Yes	768	784	16
Pacific Islander	54	No	859	865	
White (not of Hispanic origin)	24,072	Yes	888	900	12
Socio-economically Disadvantaged	7,710	Yes	746	762	16
English Learners	5,642	Yes	714	726	12
Students with Disabilities	3,127	Yes	626	651	25

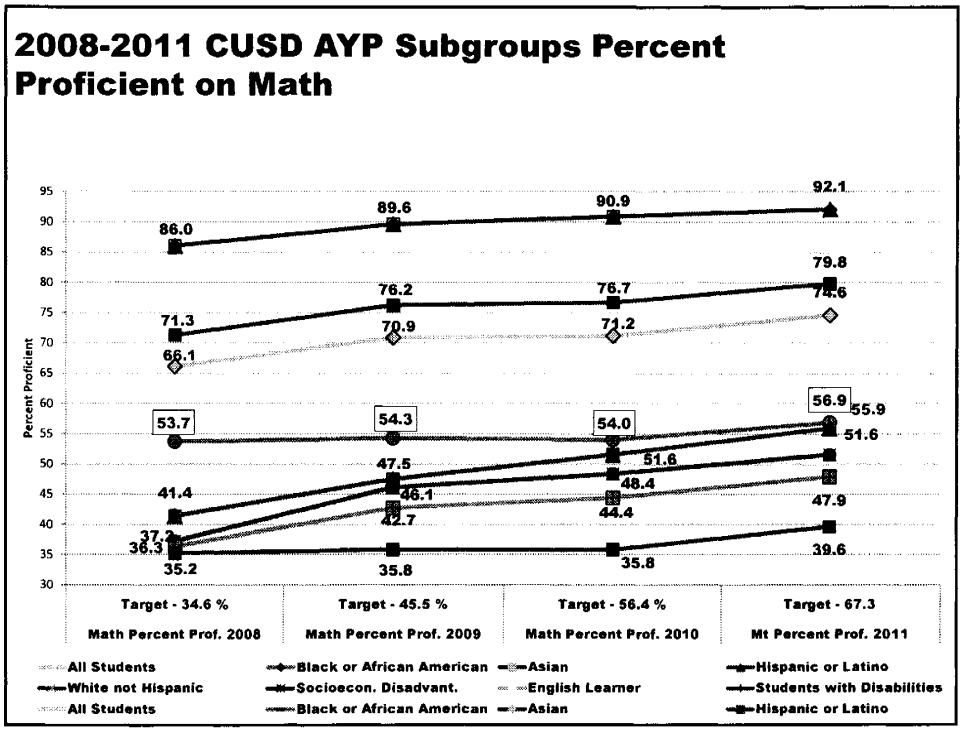
2011 API Growth Scores
OC Unified School Districts

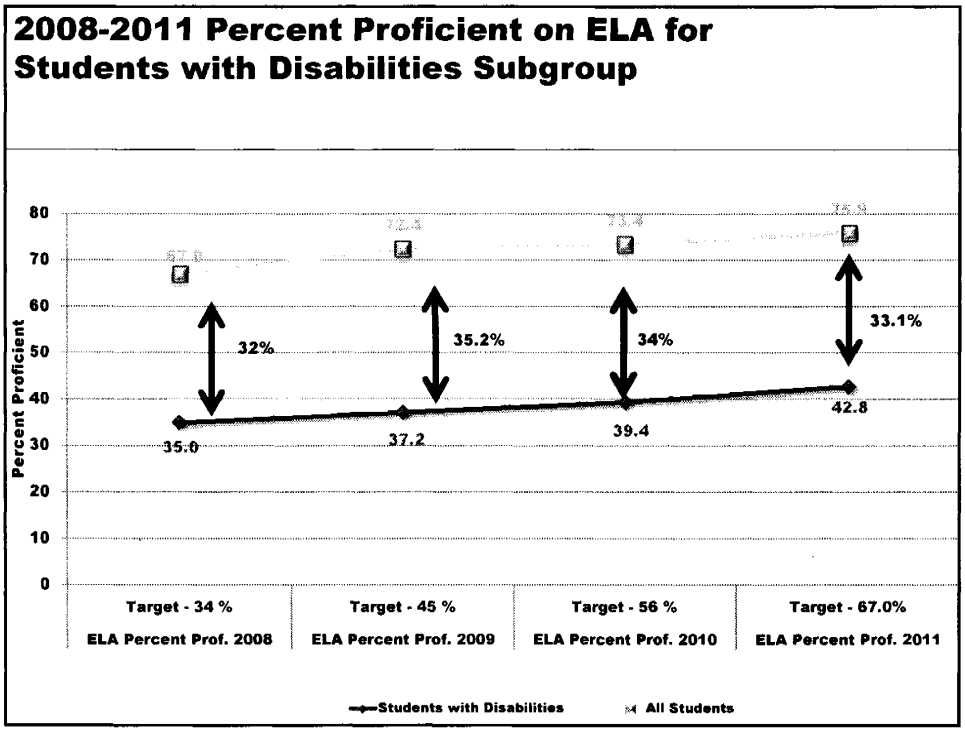


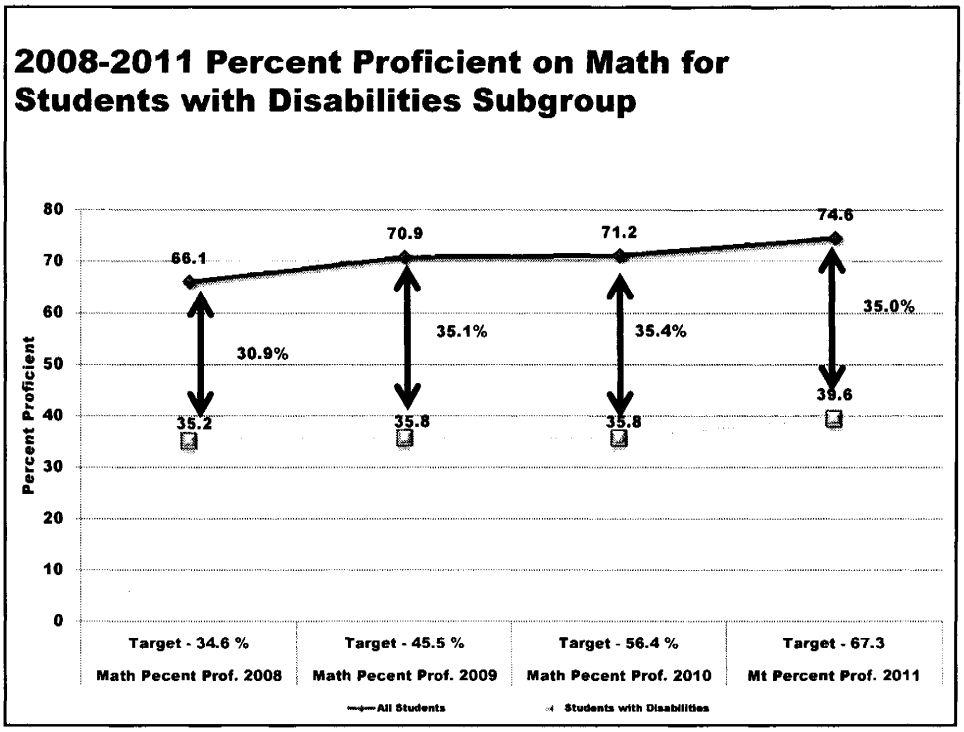
2011 API Growth Scores
California Largest Districts

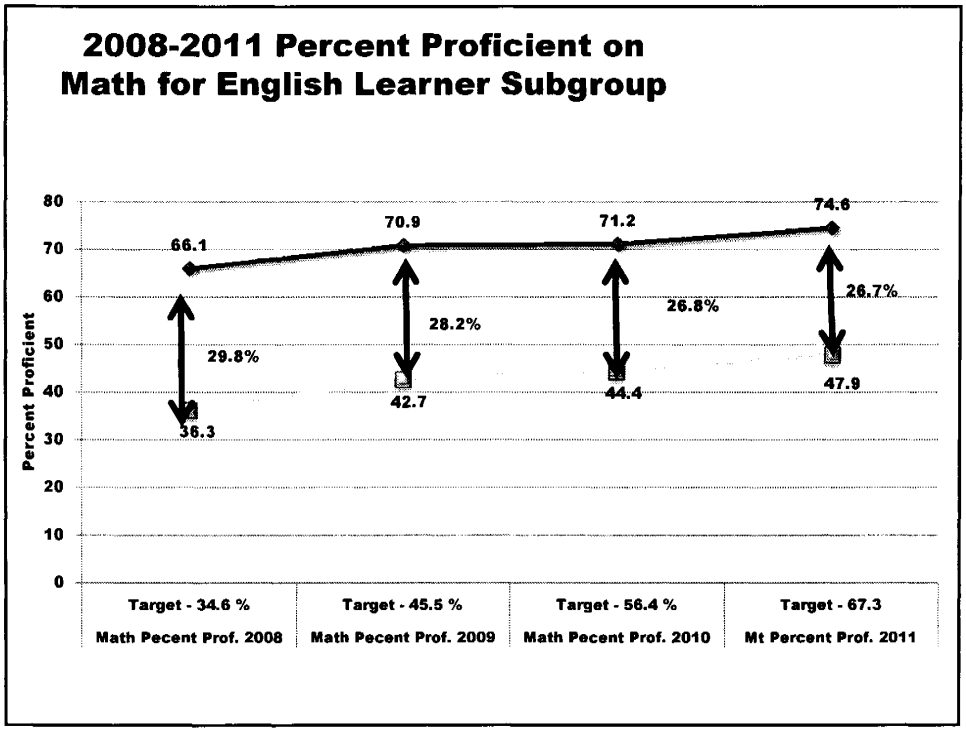


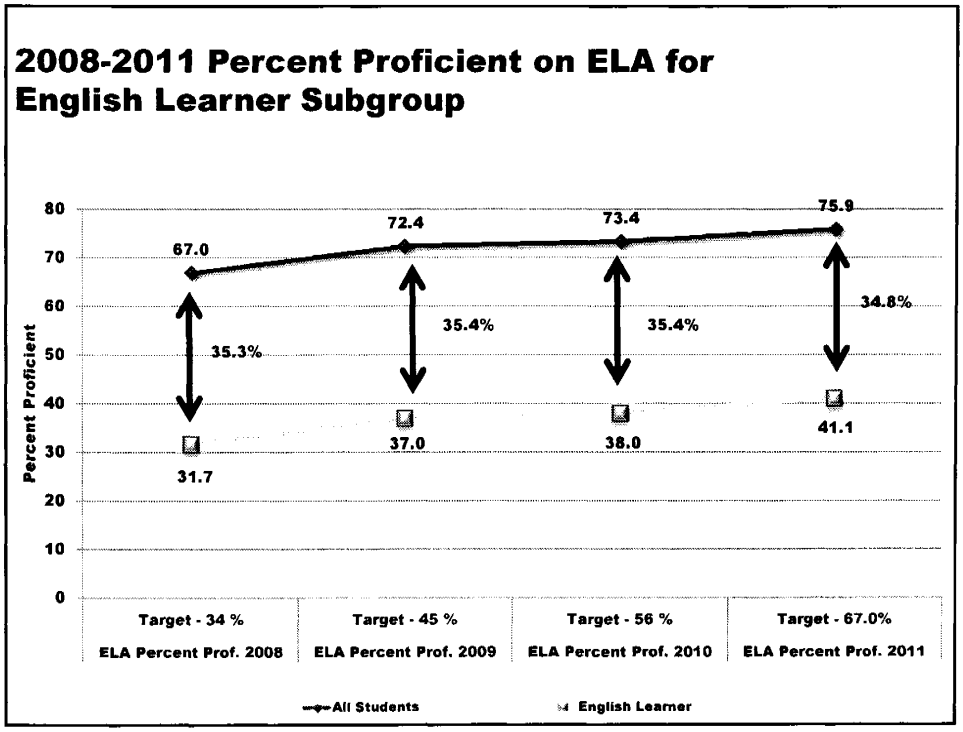

2008-2011 CUSD AYP
Subgroups Percent Proficient on ELA
Percent Proficient
95
90
85
80
75
70
65
60
55
50
45
40
35
30
82.1
86.8
89.3
91.2
73.2
79.1
80.3
82.5
67.0
72.4
73.4
75.9
55.4
64.7
62.7
61.2
40.2
45.4
50.7
54.1
35.0
43.3
46.0
48.6
34.7
37.2
38.0
42.8
31.7
37.0
41.1
Target - 34 %
ELA Percent Prof. 2008
Target - 45 %
ELA Percent Prof. 2009
Target - 56 %
ELA Percent Prof. 2010
Target - 67.0%
ELA Percent Prof. 2011
All Students
Black or African American
Asian


2008-2011 CUSD AYP Subgroups Percent Proficient on Math
Percent Proficient
95
90
85
80
75
70
65
60
55
50
45
40
35
30
86.0
89.6
90.9
92.1
71.3
76.2
76.7
79.8
66.1
70.9
71.2
74.6
53.7
54.3
54.0
56.9
55.9
51.6
47.5
51.6
41.4
46.1
48.4
47.9
37.2
42.7
44.4
36.3
35.2
35.8
35.8
39.6
Target - 34.6 %
Math Percent Prof. 2008
Target - 45.5 %
Math Percent Prof. 2009
Target - 56.4 %
Math Percent Prof. 2010
Target - 67.3
Mt Percent Prof. 2011
All Students
Black or African American
Asian
Hispanic or Latino
White not Hispanic
Socioecon. Disadvant.
English Learner
Students with Disabilities
All Students
Black or African American
Asian
Hispanic or Latino

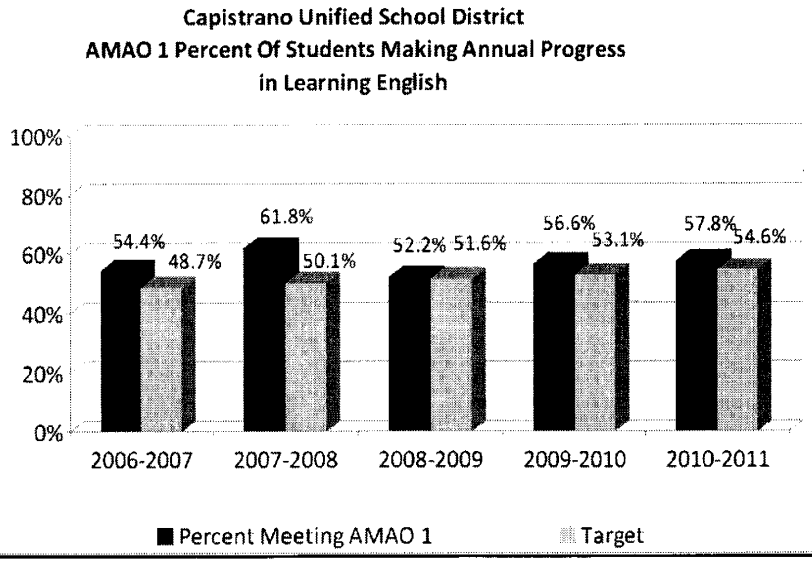

2008-2011 Percent Proficient on ELA for Students with Disabilities Subgroup
Percent Proficient
80
70
60
50
40
30
20
10
0
32%
35.2%
34%
33.1%
35.0
37.2
39.4
42.8
Target - 34 %
ELA Percent Prof. 2008
Target - 45 %
ELA Percent Prof. 2009
Target - 56 %
ELA Percent Prof. 2010
Target - 67.0%
ELA Percent Prof. 2011
Students with Disabilities
All Students


2008-2011 Percent Proficient on Math for Students with Disabilities Subgroup
Percent Proficient
80
70
60
50
40
30
20
10
0
66.1
70.9
71.2
74.6
30.9%
35.1%
35.4%
35.0%
35.2
35.8
35.8
39.6
Target - 34.6 %
Math Pecent Prof. 2008
Target - 45.5 %
Math Pecent Prof. 2009
Target - 56.4 %
Math Pecent Prof. 2010
Target - 67.3
Mt Percent Prof. 2011
All Students
Students with Disabilities

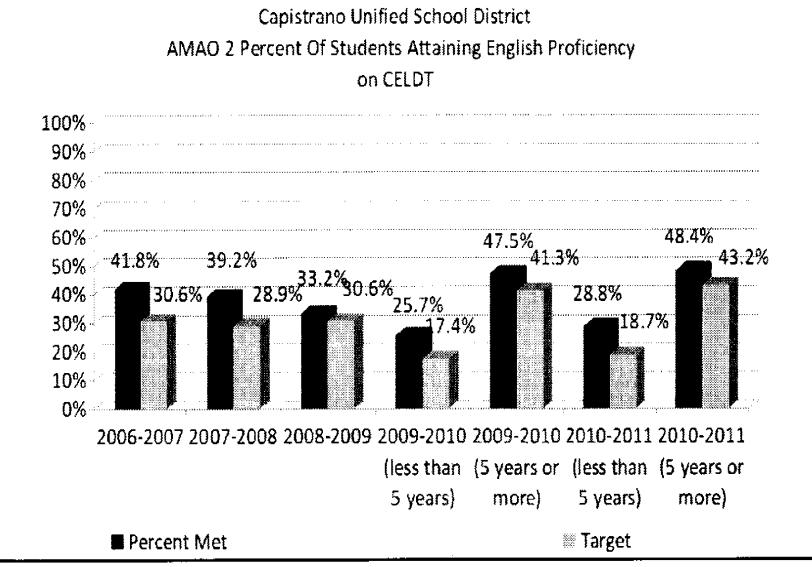

2008-2011 Percent Proficient on Math for English Learner Subgroup
Percent Proficient
80
70
60
50
40
30
20
10
0
66.1
70.9
71.2
74.6
29.8%
28.2%
26.8%
26.7%
36.3
42.7
44.4
47.9
Target - 34.6 %
Math Pecent Prof. 2008
Target - 45.5 %
Math Pecent Prof. 2009
Target - 56.4 %
Math Pecent Prof. 2010
Target - 67.3
Mt Percent Prof. 2011


2008-2011 Percent Proficient on ELA for English Learner Subgroup
Percent Proficient
80
70
60
50
40
30
20
10
0
67.0
72.4
73.4
75.9
35.3%
35.4%
35.4%
34.8%
31.7
37.0
38.0
41.1
Target - 34 %
ELA Percent Prof. 2008
Target - 45 %
ELA Percent Prof. 2009
Target - 56 %
ELA Percent Prof. 2010
Target - 67.0%
ELA Percent Prof. 2011
All Students
English Learner

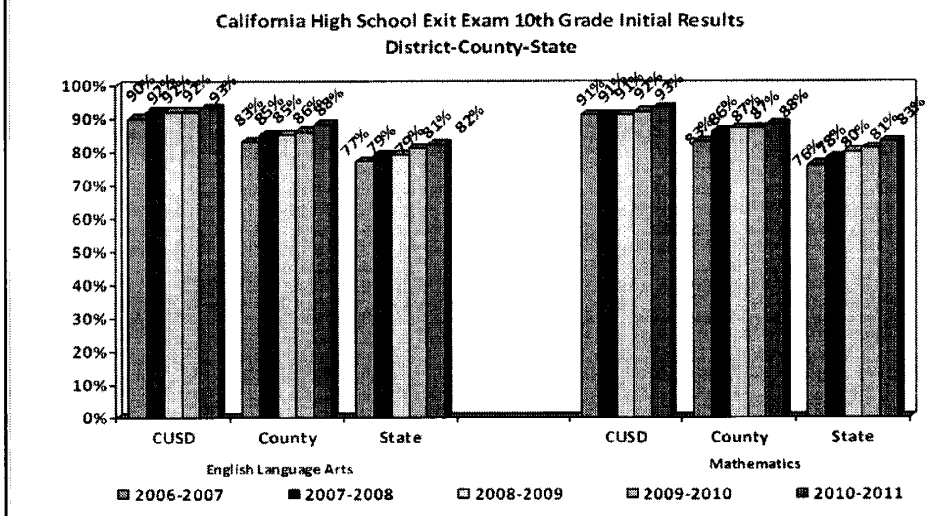
California English Language Development (CELDT) Test



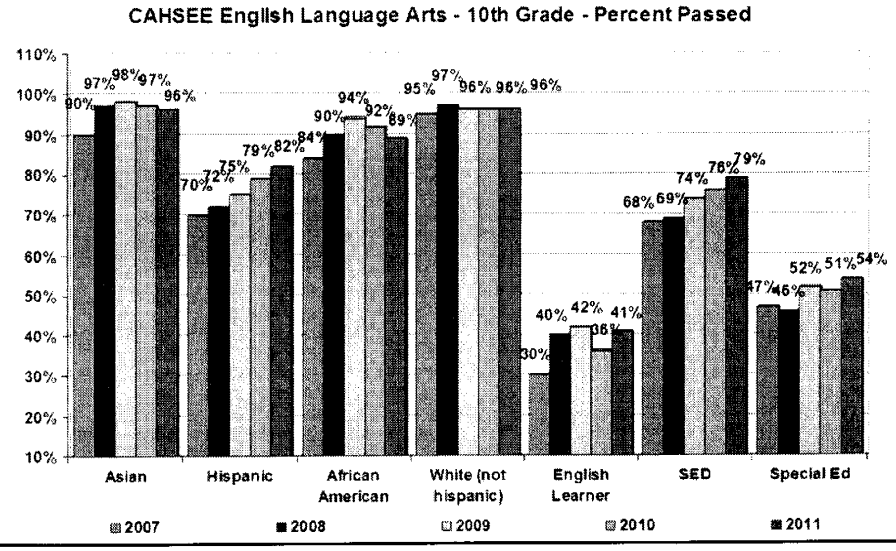
California English Language Development (CELDT) Test



California High School Exit Exam (CAHSEE)



California High School Exit Exam (CAHSEE) by Subgroup



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 14, 2011

TREATMENT OF STUDENT ATTENDANCE AS A RESULT OF SCHOOL CLOSURE DUE TO POWER OUTAGE ON SEPTEMBER 9, 2011

BACKGROUND INFORMATION

On Friday, September 9, 2011, schools in the District were closed due to a widespread power outage across Southern California, parts of Arizona, and portions of northern Baja California. School closure events similar to this have taken place in the District from time to time over the past several years. Examples include:

1. January 11, 2005 (Del Obispo, Marco Forster) – Heavy rains and flooding in San Juan Capistrano caused flooding at two sites resulting in the Sheriff closing school for one day; one day was omitted from school calendar.

2. October 25-26, 2007 (All Sites) – Orange County wildfires and state of emergency. Schools were closed across the District; two days were omitted from the calendar due to fire and smoke concerns.

3. December 6, 2008 (Marblehead Elementary) – Flood damage due to a water-line eruption. Repairs continued through Monday, December 8, 2008. Per waiver approval, December 8 was omitted from the Marblehead school calendar.

4. April 16-17, 2009 (Moulton Elementary) – Severe smoke and unsafe air quality due to a classroom fire early in the morning before school started on Thursday, April 16, 2009. Due to indoor air quality issues from the related smoke, classes were canceled on Thursday and Friday, April 16 – 17. Per waiver approval, April 16 -17 were omitted from the Moulton school calendar.

Schools are funded on Average Daily Attendance; which means that in order to receive funding for a particular day, a student must be in attendance on that school day of the academic calendar. For the closures listed above, the District sought, and was granted, an attendance waiver from the Department of Education thereby receiving full funding as if students had attended school that day. In each of these examples, employees received their compensation as if it were a regular workday, even though they were not required to show up for work; any other arrangement would require negotiated agreements with respective employee groups.

CURRENT CONSIDERATIONS

With respect to the closing of school on September 9, the situation is slightly different. For the 2011-2012 school year, Education Code §46201.3(a) allows California school districts to reduce

the number of instructional days by up to five thereby shortening the calendar from 180 to 175 days. The District's 2011-2012 academic calendar includes 180 instructional days. With the closure of school on Friday, September 9, the number of instructional days was reduced to 179. Under normal circumstances, the District would seek an attendance waiver for this day of closure. However, because the minimum number of required days of instruction is currently 175, the District does not need to seek a waiver; it can simply eliminate the day from the academic calendar and shorten the school year to 179 days without any impact to state funding.

The following information regarding the September 9 closure from the California Department of Education (CDE) and Orange County Department of Education (OCDE) is attached as an exhibit:

- E-mail dated September 9, 2011, from Tom Torlakson, State Superintendent of Public Instruction
- CDE Management Advisory 90-01 Average Daily Attendance Credit During Periods of Emergency (referenced/hyperlinked in Mr. Torlakson's e-mail)
- E-mail dated September 21, 2011, from OCDE

FINANCIAL IMPLICATIONS

There is no loss of state revenue limit funding associated with elimination of this day from the school calendar due to the power outage.

STAFF RECOMMENDATIONS

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

Lebs, Ron

Subject: FW: Torlakson Announces Relief Is Available for School Districts Shut Down by Southern California Power Outage

From: COMMUNICATIONS [mailto:COMMUNICATIONS@cde.ca.gov]
Sent: Friday, September 09, 2011 3:26 PM
To: DL-Communications
Subject: Torlakson Announces Relief Is Available for School Districts Shut Down by Southern California Power Outage

REL#11-66
FOR IMMEDIATE RELEASE
September 9, 2011

CONTACT: Tina Jung
PHONE: 916-319-0818
E-MAIL: communications@cde.ca.gov

State Schools Chief Tom Torlakson Announces Relief Is Available for School Districts Shut Down by Southern California Power Outage

SACRAMENTO—State Superintendent of Public Instruction Tom Torlakson announced today that school districts may qualify for relief from loss of Average Daily Attendance (ADA) funding because of the massive power outage yesterday in Southern California.

"The power outage forced many school districts in Southern California to shut down to protect the safety of students and school employees," Torlakson said. "School districts should not be punished financially for closing schools to address this emergency. That's why I'm directing my staff to work with school districts to help them through the process of receiving full Average Daily Attendance funding."

ADA is technically defined as the total days of student attendance divided by the total days of instruction. The California Department of Education uses a school district's ADA to determine some of its funding.

School districts may file a Form J-13A with the California Department of Education to claim ADA and instructional time credit for days on which schools are forced to close, or days when schools are open but attendance is reduced, because of emergency conditions. For guidance, school districts may refer to the California Department of Education's Website at http://www.cde.ca.gov/fg/sf/aa/ma9001.asp. To download a copy of the Form J-13A, please visit http://www.cde.ca.gov/fg/sf/aa/documents/formj13a.doc.

####

The California Department of Education (CDE) is a state agency led by State Superintendent of Public Instruction Tom Torlakson. For more information, please visit http://www.cde.ca.gov or by mobile device at http://m.cde.ca.gov/. You may also follow Superintendent Torlakson on Twitter at http://www.twitter.com/TorlaksonSSPI and Facebook at http://www.facebook.com/CAEducation.

California Department of Education, Communications Division
1430 N Street, Suite 5602, Sacramento, CA 95814
Main: 916-319-0818; Fax: 916-319-0100
E-Mail: communications@cde.ca.gov; URL: www.cde.ca.gov/nr/

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California Department of Education (http://www.cde.ca.gov/fg/sf/aa/ma9001.asp)
Page Generated: 10/28/2011 9:32:10 AM

CALIFORNIA
DEPARTMENT OF
EDUCATION

1430 N STREET
SACRAMENTO, CA
95814-5901

JACK O'CONNELL
State Superintendent of
Public Instruction
PHONE: 916-319-0800

February 22, 1990 (revised February 10, 2005)

Dear District and County Superintendents, District and County Business Officers, and District and County Attendance Officers:

MANAGEMENT ADVISORY 90-01

AVERAGE DAILY ATTENDANCE CREDIT DURING PERIODS OF EMERGENCY

This advisory provides instructions on how to claim average daily attendance (ADA) and instructional time credit for days on which schools are forced to close, or days when schools are open but attendance is reduced, because of emergency conditions.

Two sections of the *Education Code* allow the State Superintendent of Public Instruction (SSPI) to grant normal apportionment credit to districts in emergencies. *Education Code* Section 41422 authorizes maintenance of apportionments in instances when one or more schools must be closed because of "extraordinary conditions." When the SSPI authorizes credit for days that school was closed, districts receive ADA credit for all purposes and instructional time credit for the day(s) and minutes lost to the emergency closure. The instructional time credit satisfies state law with regard to both the 175-day minimum year and "longer day and year" requirements.

Section 46392 of the *Education Code* provides for the crediting of ADA "whenever the average daily attendance of any school district, county office of education, or regional occupational center or program...has been materially decreased...because of fire...flood...impassable roads [and other specified circumstances]." Although the wording of the two code sections differs in detail, the effect is the same. School districts and county offices are to be held harmless from revenue loss that might otherwise result from the loss of ADA or instructional time in emergencies.

School Closures

Most emergencies do not require that schools be closed for more than a few days, and it is of course desirable to reopen school and return to normal instructional activities as soon as safe operations can be assured. If any school will have to be closed for an extended period of time, districts should make alternative arrangements for students in other facilities.

To prevent school closure from reducing ADA, districts should deduct approved emergency days from the days in the reporting period divisor when calculating the ADA of the school that was closed. In this manner the days on which the school was closed will not reduce the average attendance quotient, although the emergency days will be credited towards the requirements to maintain school for 175 or 180 days. The regularly scheduled minutes of instruction for those days are counted toward the annual minutes requirement for the "longer day and year." If different schools are closed for different days, then ADA should be calculated on a school-by-school basis (using the appropriate divisor for each school); the ADA of all schools should then be summed to obtain a district total that will be reported to the state. Districts should obtain approval of their days of emergency closure (and thus permission to reduce the reporting period days) by submitting a Form J-13A as described later in this advisory. The approved J-13A forms, combined with other district records, serve to document the district's compliance with instructional time laws (including "longer day and year" requirements) as well as show why different divisors may be used in the computation of ADA for different schools.

Material Decrease and Credit Calculations

Districts that keep schools open during, or immediately after, an emergency may find that attendance is below normal. If the attendance of a school or program is less than 90 percent of "normal" for a reasonable time after the event, then the district may assume that a case exists for claiming emergency attendance credit for the "material decrease" of ADA. Any reduction of ADA in a necessary small school, even if less than 10 percent, may be considered material.

Title 5, *California Code of Regulations*, Section 428 (amended effective December, 1989) provides that "the average daily attendance of the school during either the [school] month of May or the month of October of the same school year shall be used to determine the normal attendance of a school for purposes of calculating material decrease credit." (If those options do not appear reasonable under particular conditions, the Superintendent retains broad authority under Section 41422 to approve other requested methods of calculating normal attendance.)

The resultant "normal" ADA figure will also be used as the material decrease credit. For example, a district choosing to use its May ADA of say, 388 would be credited with 388 days of student attendance for each day during which there was a material decrease (that is, creditable attendance of less than 349 [90 percent of 388]).

Credit Approval

School closure or ADA credit for material decrease cannot be approved unless the reason for closure of loss of attendance can reasonably be related to an emergency situation. Once schools are reopened, normal attendance should return within a few days; the district should claim material decrease credit only for the days immediately following the emergency. When approval of school closure or material decrease credit is requested via the J-13A form, the district should explain the extraordinary conditions that prevented normal operations or kept students from returning to class.

Attendance credit and approval of school closures may be obtained by submitting three copies of Form J-13A (Request for Allowance of Attendance Because of Emergency Conditions) to your county office of education (county offices should file their own J-13As directly with the state). The J-13A form replaces the J-13 form that was used previously. A fourth copy of the form should be retained by the requesting district or county. Since only one copy of the J-13A is attached, it should be used as a master to make multiple copies for filing. Form J-13A may also be used to make claims for attendance when attendance records have been lost or destroyed. Approval requires the affidavits of the district governing board members and the county superintendent of schools (J-13A, page 5). Requests submitted for charter schools require the signature of the superintendent of their authorizing local educational agency (LEA), in addition to the affidavits of the charter school governing board members and the county superintendent of schools (J-13A, page 5C). After the county superintendent of schools has verified the supporting information and approved the request, the forms should be forwarded to:

School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

Districts and their county offices will be notified when requests for school closure or attendance credit are approved.

Locally maintained attendance records, including teacher registers, should be marked "Emergency Closure" on days when school has to be closed for emergency conditions. Attendance should be recorded as usual on days that may later be determined to be days of material decrease. Upon approval of a request for relief of a material decrease, the credited days of student attendance will be substituted for actual (decreased) days when computing ADA for reporting on the *School District Attendance* data entry screen in the *Principal Apportionment Revenue Limit* software. Actual attendance records should not be changed for days of material decrease, since these records will be needed to substantiate that a material decrease did occur. Since all attendance records are subject to audit, districts and counties should be careful to retain all supporting records and documents for later review.

Child Development Programs

Child care, child development, and preschool programs are not funded through average daily attendance, but similar allowances exist for the granting of emergency day credit. For further information, contact your assigned consultant in the Department's Child Development Division, or call Greg Hudson at 916-323-1300.

Application of Law and Policy to Other Events

The emergency day and material decrease credits that are described in this advisory have been available to districts for many years, although claiming details and policies have changed somewhat over time. In recent years, attendance credit has been granted to districts affected by floods, fires, earthquakes, and various isolated instances of heavy snow, fog-closed roads, and other emergencies.

In past years, the emergency attendance credits were guided by regulations that required the "make-up" of lost time under certain conditions and required various ADA loss calculations to determine if an ADA loss was sufficiently "material." These regulations have been replaced by simpler guidelines that are reflected in this advisory. The elimination of requirements to "make-up" instructional time losses should not be misconstrued. In an emergency, the health and safety of students and staff are the primary concern, but the instructional program should not be allowed to be a secondary casualty. Although no longer required to do so, districts and county offices should make every effort to replace instructional time losses and restore the instructional program as soon as safety allows.

Emergency ADA credit is obviously not intended to be used when the conditions that cause school closure could have been foreseen or avoided. In locales where normal winter snow or fog will predictably force school closure for a few days every year, districts are expected to foresee the need to close and schedule "extra" days in the school calendar in order to compensate for the foreseeable loss of instructional time. Emergency ADA credit will not be granted to districts that

attempt to abuse the allowance to compensate for foreseeable circumstances; however, credit may be requested (as usual) when adverse weather conditions, which could not be reasonably predicted, cause school closure or material decrease. Credit may also be granted to districts that expect and make provision for a few days of weather closure but experience more than expected problems. What is "reasonable" for any given district will vary, of course, but the actual experience of the district over the last five fiscal years should establish a case for the number of days that school may reasonably be expected to be closed for fog, snow, or other weather problems.

For further information or assistance in completing the J-13A, please contact ~~Carina Saraiva-Perez, Analyst, School Fiscal Services Division, at (916) 322-6068~~ [Note, the preceding contact name and phone number are no longer valid and have been replaced by Office of Principal Apportionment and Special Education, at 916-324-4541 or by e-mail at PASE@cde.ca.gov.]

To the extent that this Management Advisory contains guidelines in addition to recitation of the law, the guidelines are exemplary only, and compliance with them is not mandatory.

Last Reviewed: Tuesday, August 31, 2010

Lebs, Ron

Subject: FW: Waiver - Power Outage 9/9/11
Attachments: ATT1857464.txt

From: Kristiana Trucios [mailto:KTrucios@ocde.us]
Sent: Wednesday, September 21, 2011 10:10 AM
To: LaForte, Lynda
Subject: RE: Waiver - Power Outage 9/9/11

Hi Lynda,

If you were to do a waiver, you would be claiming a closure rather than a decrease, because you did not have school that day, so it was not a material decrease. However, at this point, a waiver is not necessary. Because districts currently have the flexibility to reduce their school year by 5 days, you do not need CDE approval to reduce the days in your calendar. You will simply take the day of the closure out of your annual divisor, making it 179 instead of 180. Therefore with a smaller divisor your ADA will not be affected.

Kristiana Trucios

From: LaForte, Lynda [mailto:lylaforte@capousd.org]
Sent: Wednesday, September 21, 2011 9:59 AM
To: Kristiana Trucios
Subject: Waiver - Power Outage 9/9/11

Hi Kristiana,

Due to the power outage on 9/9/11, CUSD plans to file a waiver for the loss in attendance, which was 100% at all sites.
Can you tell me if we have the option of:

1.) filing a waiver requesting apportionment based on October's apportionment
2.) adjusting the calendar year by eliminating the day

In other words, is the calendar year adjustment mandatory due to the nature of the incident?

Thanks for your help with this.

Lynda LaForte
Attendance Accounting Technician
Capistrano Unified School District
(949) 234-9320
Fax (949)493-3728

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 14, 2011

COMPRESSED NATURAL GAS FUELING FACILITY PROJECT UPDATE

BACKGROUND INFORMATION

On October 10, 2011, the Board expressed interest in following the progress of the Compressed Natural Gas Fueling (CNG) Fueling Facility project and requested District personnel to prepare a report that provides Trustees with information communicating recent project activity and delineating overall project progress.

District staff provided an extensive project update to the Board of Trustees on August 24, 2011, that detailed the history of the project, previous challenges from the City of Aliso Viejo, and Temple Beth El regarding the initial dispenser location and the current progress with relocating the dispenser to an agreeable location. This update will briefly revisit the project history to reacquaint Trustees with the project's previous activities and progress, and provide information to supplement the Monthly Project Update Exhibit into current context.

History
In November 2007, the Board of Trustees directed staff to prepare the necessary plans to build and operate the CNG dispenser at the Aliso Viejo Transportation Center. Also, the District was able to secure additional grant funding from SCAQMD in the amount of $271,553 for the construction of the CNG dispenser. The early steps taken by District staff to secure the necessary project approvals included:

- Coordination with the City of Aliso Viejo, Southern California Gas Company, South Coast Air Quality Management District (SCAQMD), and Orange County Fire Authority
- Submittal of Conditional Use Permit (CUP) Application to the City of Aliso Viejo
- Preparation of Mitigated Negative Declaration (MND)
- Board Acceptance and Certification of the MND

In 2010, the adjacent property owner, Temple Beth El, expressed concern about the proposed fueling project. Temple Beth El is located immediately west of the Transportation Center and the proposed CNG facility is approximately 150 feet from the shared property line. At the Temple's request, on Tuesday, May 11, 2010, staff met with representatives of the City of Aliso Viejo and Temple Beth El regarding the proposed location of the CNG dispenser. The Temple's concerns were safety and noise associated with its installation and operation. The Temple operates a preschool child care facility and elementary school; the primary reason for their concerns.

The Temple Beth El recommended the District move the location of the proposed facility much further away from the Temple property line, i.e., on the other side of the transportation building. The District met with the Gas Company regarding the extension of the gas line to the "preferred" location and received gas company assurance that this relocation is acceptable.

Project Activities – January through August, 2011
District personnel reinitiated efforts with city staff and adjacent property owners to reach a project scope consensus prior to moving this project forward through the City of Aliso Viejo. The Board of Trustees approved the contract for design services to PJHM Architects to design the facility based on the new dispenser location and the plans and specifications are now complete. A Risk Assessment Study was commissioned by District personnel to review, identify, and evaluate any risks associated with the construction and operation of the CNG Fueling Facility.

CURRENT CONSIDERATIONS

Recent Activity – September and October, 2011
The project team met with Temple Beth El representatives and the City of Aliso Viejo planning staff to discuss the results of the Risk Assessment Study and address any project concerns. This meeting concluded with a mutual agreement on the study's conclusions, proposed mitigation measures, and Temple Beth El's support. Based on the input from the city staff and Temple Beth El, and the new project scope, the project team prepared a new Initial Study/Mitigated Negative Declaration (IS/MND) that includes the Risk Assessment Study to support the District's application for a Conditional Use Permit (CUP). The CUP application and supporting documentation was submitted to the City of Aliso Viejo and the public comment and review period was initiated on October 18, 2011.

Future Activities
The following project activities and actions are planned for November and December, 2011:

- Closing of the IS/MND Public Comment Period – November 7, 2011
  The California Environmental Quality Act (CEQA) requires the District to notice and receive public comment on the IS/MND prior to the Board of Trustees acceptance and certification of the document. Although comments do not require a written response, they must be considered when approving the environmental documents.

- Acceptance and Certification of the IS/MND by Board of Trustees – Nov. 30, 2011
  Acceptance and certification of the IS/MND is required by the District (Lead Agency) as to approve the study. This also starts a statutory clock on any potential legal challenges.

- Public Hearing on CUP by the City of Aliso Viejo – December 7, 2011
  The City of Aliso Viejo will hold a Public Hearing on the CNG Fueling Facility project. Public comment will be received and a decision (hopefully in support) to grant the Conditional Use Permit will be rendered.

- Authorization to Bid the CNG Project by the Board of Trustees – December 12, 2011
  Approval of the CUP by the City of Aliso Viejo removes the final environmental hurdle and will provide the Board of Trustees the opportunity to authorize the bidding of the construction project. December 12, 2011, authorization is needed to keep the project on schedule to have the CNG Fueling Facility operational by September 1, 2012.

FINANCIAL IMPLICATIONS

The total estimated cost to design and construct the CNG facility is $882,450 and will be funded from a combination of grant funds and developer fees. Costs associated with preparing the construction documents will be $63,500 and will funded from developer fees.

Capistrano Unified School District

CNG FUELING FACILITY

Monthly Project Update - November 14, 2011

Activity	Action By	Target Date	Status	Comments
Preparation of Risk Assessment Study	The Planning Center	August 31, 2011	Complete	Document confirmed no safety risk.
Team Progress Meeting	District / TPC / pjhm	August 23, 2011	Complete	Finalized scope and project schedule.
Meeting with Temple Beth El	District / TPC / pjhm	September 8, 2011	Complete	Temple Beth El agrees to write letter of support.
Preparation of Initial Study & MND	The Planning Center	October 18, 2011	Complete	Commenced 20 day public review period.
Fueling Facility Design	pjhm	October 18, 2011	Complete	Final construction plans and specifications.
Continue CUP Application to Aliso Viejo	District / Aliso Viejo	November 1, 2011	Complete	
End of Public Comment & Review	District	November 7, 2011		
CNG Progress Report	District	November 14, 2011		
Certification of Initial Study and MND	Board of Trustees	November 30, 2011		
Public Hearing on CUP – Aliso Viejo	District / TPC / pjhm	December 7, 2011		City Council consideration.
Authorization to Bid CNG Project	Board of Trustees	December 12, 2011		
Advertise for Bid	District	December 19, 2011		
Receive Bids	District	January 12, 2012		
Authorization to Award	Board of Trustees	January 25, 2012		
Preconstruction Meeting	District / TPC / pjhm / Contractor (TBD)	February 14, 2012		
Contractor Permitting / Equipment	Contractor	February 15 – March 16, 2011		
Commence Construction	Contractor	March 19, 2012		
Finish Construction	Contractor	August 17, 2012		
Testing and Commissioning	Contractor / pjhm / District	August 20 – 31, 2012		
Begin CNG Fueling Operations	District	September 1, 2012		

Prepared by Facilities and Plant Operations
October 27, 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

November 14, 2011

JOINT FACILITY USE AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND THE CITY OF SAN JUAN CAPISTRANO AT MARCO FORSTER MIDDLE SCHOOL

BACKGROUND INFORMATION

In 1999, a joint use agreement was executed between the District and the City of San Juan Capistrano for the development and operation of a roller hockey facility on the campus of Marco Forster Middle School. At that time, the city requested the agreement to fulfill a need for this type of community recreation, and the unused tennis court area of the school provided that opportunity. Conditions of the agreement included the city constructing, operating and maintaining the facility, and obtaining the scheduling rights of use outside of regular school hours with a term length of eight years with an additional two-year renewal. The city invested approximately $200,000 in improvements to build the facility. In return, the school's students were granted priority use of the improved facility, and the District was entitled to 20 percent of revenues generated through contractual agreements with a third party operator. It should be noted that school administrators indicated they don't use the facility.

Regarding the 20 percent revenue sharing clause, two payments were sent to the District; one in 2001 for $635 and another in 2002 for $1,062. The city indicated that after that time, the operator did not generate profitable income as participation in roller hockey dropped significantly. The city did allow the operator to continue providing services to those remaining players for the remaining term with only nominal fees to cover maintenance of the facility, and therefore, no additional 20 percent payments were made to the District.

In June 2011, District personnel were contacted by the city to begin discussion of renewing the agreement that had expired in 2009. The goal of extending the agreement was to provide the few remaining user groups a facility to continue roller hockey. The city drafted the new agreement which was presented to the District's legal counsel in July 2011. Minor changes were recommended by legal counsel, and the city prepared the final draft. Since the request to renew came from the city, District staff requested that the city approve the new document prior to District consideration. On September 20, the City Council reviewed and approved the agreement.

This item was originally scheduled for Board consideration on October 26 but was pulled from the agenda due to several questions on the part of Trustees. It was noted that several differences existed between the old and new versions of the agreement; these differences included in-part the following significant points:

1) All references regarding construction were removed as the facility is now complete.
2) A ten-year term with an option to renew for another five years is different from the old agreement.
3) The new agreement does not include a profit sharing clause as did the old agreement of 20 percent of the residual income realized from their contractual agreements.
4) A clause was added regarding non-exclusive use of school parking lots.
5) A clause was added regarding District maintenance for use during school hours.

District staff then notified the city of the District's concerns and the city subsequently redrafted the new agreement to change the items noted above back to the original, except the language referring to constructing the facility which no longer applies. Legal counsels from the District and the city have reviewed this latest draft of the new agreement and approved the changes/additions. Pending the approval from the Board, this new agreement will go back to the San Juan Capistrano City Council for their approval.

Subsequent to the Board meeting on October 26, Trustees had several additional questions/comments. These questions are provided below with responses from staff:

1) Could District staff or Community Education administer the programmed use of the facility directly instead of having the city provide the service?

   Response: The District could contract with an operator directly if desired or, choose to run a community program directly without city or third party intervention. However, there are disadvantages in doing so including devoting the time and expense associated administering the programs, and the on-going maintenance of the facility. It can also be assumed that if the city had administered the program for years without realizing a profit, most likely, the District would experience the same outcome in administering the program internally.

2) A ten-year term seems lengthy.

   Response: The ten (10) year term, as outlined in the new agreement, is the same terms as was provided in the previous agreement. The Trustees, at their discretion could approve the agreement with a stipulated different term length, if desired. With the Trustees direction, staff would communicate the amended term to the city prior to their consideration.

3) Has someone monitored the collection of residuals from the city's prior agreement with the third party contractor?

   Response: In researching past records, two payments were made to the District regarding the 20 percent share of the contract. The first payment was on August 2, 2001 for $635, and the second payment was on October 4, 2002 for $1,062. Since the city has not contracted with a profitable third party operator since that time, no further profit sharing transpired.

4) What is the chain of authority?

   Response: As joint use agreements are created, typically personnel within each agency will work together to create a draft agreement. In this case where a pre-existing agreement expired, the city first contacted staff to craft a new extension of that agreement. As with all agreements, each agency will then present the draft agreement to the governing bodies for approval. Pending approval of the newly drafted agreement by the Trustees, the agreement would then go before the City Council for their approval.

CURRENT CONSIDERATION

Staff recommends approval of the Joint Facility Use Agreement between the District and the City of San Juan Capistrano for the roller hockey/multipurpose facility at Marco Forster Middle School. Attached is a copy of the new agreement that outlines the terms and conditions of the shared use of the roller hockey/multipurpose facility.

FINANCIAL IMPLICATIONS

It is anticipated that approval of this agreement will have no financial impact on the District. Moreover, if the City of San Juan Capistrano were to execute a profitable third party contract to operate the facility, the District would receive 20 percent of the generated revenues.

STAFF RECOMMENDATION

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, to present this item. Following discussion, it is recommended the Board of Trustees approve the Joint Facility Use Agreement between the District and the City of San Juan Capistrano for the roller hockey/multipurpose facility at Marco Forster Middle School.

JOINT FACILITY USE AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CITY OF SAN JUAN CAPISTRANO

THIS JOINT FACILITY USE AGREEMENT ("Agreement") is made and entered into to be effective on the _____ day of _____, 2011, by and between the City of San Juan Capistrano ("CITY") and the Capistrano Unified School District ("CUSD").

RECITALS:

1. Education Code §10900 et seq. authorizes CUSD to organize, promote and conduct programs for community recreation, and to cooperate in providing community recreation programs and facilities.

2. CUSD owns and operates Marco Forster Middle School ("MFMS"), which is located at 25601 Camino del Avion, San Juan Capistrano, California, and which has facilities that are suitable for use for community recreation programs.

3. On May 25, 1999, CUSD and CITY entered into a Joint Development and Joint Use Agreement for the development, construction, and operation of a roller hockey/multipurpose facility located at 3 Via Positiva, on the property of MFMS, which has expired. The CITY, as a result of the 1999 Joint Use Agreement, constructed the roller hockey/multipurpose facility on the MFMS property.

4. CITY desires to coordinate, schedule and conduct community recreation programs on the roller hockey/multipurpose facility, located at 3 Via Positiva, on the property of MFMS, during times when it is not being used for school purposes.

5. CITY and CUSD desire to enter into this Agreement to provide public use of the roller hockey/multipurpose facility at MFMS.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promise, covenants and conditions herein contained, the parties hereto agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is for the CITY and CUSD to work together to provide for the operation and/or public use, including use by community organizations, of the roller hockey/multipurpose facility, and to coordinate and schedule those uses along with the uses by the CITY and CUSD.

2. Use of MFMS by the CITY.

   a. CUSD shall grant to the CITY the following:

      i. The right to operate, coordinate, schedule and/or allow the operation and/or public use of the roller hockey/multipurpose facility during non-school hours; and

      ii. Maintenance responsibilities for the roller hockey/multipurpose facility as set forth in Section 4(b) below.

   b. During the term of this Agreement, CUSD shall make the roller hockey/multipurpose facility available to the CITY for the stated purposes of this Agreement, CUSD shall take no actions which interfere with or inhibit the use of the roller hockey/multipurpose facility, including, but not limited to, the

construction of temporary or permanent buildings on the area used for the roller hockey/multipurpose facility.

3. Scheduling the Use of the Roller Hockey/Multipurpose Facility.

   a. The CITY shall be responsible for and have the authority to control, coordinate, and/or schedule all use of the roller hockey/multipurpose facility during non-school hours.

   b. For purposes of this Agreement, school hours are defined to be from 8:00 a.m. to 3:30 p.m., Monday through Friday, for each day that school at MFMS is in session. It is understood and agreed that the starting and ending times for school hours may change from school year to school year, and that for each school year, the actual starting and ending times, will be those hours that school classes start and end as determined for each school year by CUSD. CUSD, at its sole discretion, may extend the scope of school hours by as much as 30 minutes before the start time of classes or after the end time of classes, or both, in order to allow sufficient time for students to arrive at or leave the premises before the CITY commences its use of the roller hockey/multipurpose facility.

   c. CUSD shall have the exclusive use of the roller hockey/multipurpose facility during school hours.

   d. The CITY shall control, coordinate, and/or schedule all non-school hours use of the roller hockey/multipurpose facility, including use by CUSD and MFMS. The CITY shall establish a system to provide for the control, coordination and/or scheduling of the roller hockey/multipurpose facility, including controls and/or procedures for reserving the use of the roller hockey/multipurpose facility, providing supervision and assigning priorities for use of the roller

hockey/multipurpose facility. CUSD will be given first priority of use provided CUSD gives advance written notice to CITY in compliance with the CITY's controls and/or procedures at the time of the notice, and all others will be prioritized according to the CITY's controls and/or procedures. Use priority for all groups is based on facility availability. Additionally, the CITY shall schedule the use of the roller hockey/multipurpose facility to allow for maintenance/renovation purposes.

e. The CITY shall insure that, as to the operation and/or reservation of use of the roller hockey/multipurpose facility by persons and organizations, each such person or organization shall have in effect at the time of use of the roller hockey/multipurpose facility, general liability insurance coverage in the amount of at least $1,000,000 per occurrence, and that the CITY and CUSD are named as additional insured on the applicable insurance policies.

4. Maintenance of the Roller Hockey/multipurpose Facility

   i. CUSD shall be responsible for and pay all costs incurred for any necessary maintenance or custodial services, and/or repairs for damages (if any) resulting from CUSD's use of the roller hockey/multipurpose facility.

   ii. CITY shall be responsible for and pay all costs incurred for any necessary maintenance or custodial services, and/or repairs for damages (if any) resulting from the scheduled public use of the roller hockey/multipurpose facility.

5. Charges for Use of the Roller Hockey/Multipurpose Facility.

The CITY may charge the persons and organization that operate and/or use the roller hockey/multipurpose facility during non-school hours an operations user fee, or charge for

such use as set by contract or fee resolution of City Council. The purpose of this fee is for the CITY to recover the costs it incurs in scheduling the use of and maintaining the roller hockey/multipurpose facility. CUSD shall not be charged for its use of the roller hockey/multipurpose facility either for use during school hours or for use during non-school hours. CUSD shall not charge either the CITY or the public for the use of the roller hockey/multipurpose facility during non-school hours. In the event CITY contracts with an operator to manage the use of the roller hockey/multipurpose facility, CITY agrees to annually pay CUSD twenty percent (20%) of the amount CITY is to contractually receive from CITY's operator of the facility.

6. Term.

The term of this Agreement shall be for eight (8) years commencing on the date this Agreement is fully executed by the City and CUSD. The City shall have the right to exercise an option to renew the Agreement for another two (2) years by giving advance written notice of the option renewal to CUSD not later than six (6) months from the end of the initial term. This Agreement may be terminated without cause by either party with one hundred eighty (180) days prior written notice to the other party.

7. Cooperation of the Parties.

The CITY and CUSD shall cooperate and take all actions necessary to achieve the purposes of this Agreement. Each party shall designate a particular person to be responsible for the performance of that party's duties and responsibilities pursuant to this Agreement.

8. Indemnification and Insurance.

a. CITY shall save and hold CUSD, as well as its officers, employees, agents, and volunteers, harmless to the extent authorized by law from any or all claims or causes of action for injury of persons, including death, or damages to property resulting from or which may arise by reason of any dangerous or defective

condition of equipment or other improvements installed or constructed by CITY on property owned by CUSD, or a failure to maintain said equipment and improvements installed or constructed by CITY in a safe condition or which might arise as a result of acts or omissions of employees of CITY. CITY shall maintain, at all times this Agreement is in force, general liability insurance, self-insurance or liability coverage through a self-insurance pool of not less the One Million Dollars ($1,000,000).

b. CITY shall require any CITY Operator to acquire and maintain at all times general liability insurance with a combined single limit of not less than three million dollars ($3,000,000.00) per occurrence for property damage and personal injury with respect to all activities of the CITY's Operator in the operations of the roller hockey/multipurpose facility and shall require the CITY Operator to name the CITY and CUSD as additional insureds.

c. CUSD shall save and hold CITY harmless to the extent authorized by law from any or all claims or causes of action for injury of persons, including death, or damages to property resulting from or which may arise by reason of dangerous or defective condition of equipment or other improvements installed or constructed by CUSD on property owned by CUSD, or a failure to maintain said equipment and improvements installed or constructed by CUSD in a safe condition or which might arise as a result of acts or omissions of employees of CUSD. CUSD shall maintain, at all times this Agreement is in force, general liability insurance, self-insurance or liability coverage through a self-insurance pool of not less than One Million Dollars ($1,000,000).

d. The CITY and CUSD each agree to provide thirty (30) days' written notice to the other party if it proposes any substitution, change, or other modification of the

aforementioned insurance coverage which will result in a decrease in the scope or the amount of such coverage.

9. Notices.

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of ten (10) calendar days following the date of mailing of the notice.

CITY: Attn: Manager, Community Services Department
City of San Juan Capistrano
25925 Camino del Avion
San Juan Capistrano, CA 92675

CUSD: Attn: Executive Director, Facilities
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

10. Entire Agreement.

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the parties with respect to this matter. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to this matter by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding this matter not contained in this Agreement shall be valid or

binding. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

11. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Orange, California.

12. Breach of Agreement.

If either party defaults in the performance of any of the terms or conditions of this Agreement, it shall have thirty (30) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the defaulting party fails to cure its default within such period of time, the non-defaulting party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of a party to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

13. Attorneys' Fees.

If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which shall be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

14. Severability.

If any provision in 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 without being impaired or invalidated in any way, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the parties.

15. Successors and Assigns.

The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first hereinabove written.

"CITY"
CITY OF SAN JUAN CAPISTRANO

By _____
Sam Allevato, Mayor

"CUSD"
CAPISTRANO UNIFIED SCHOOL DISTRICT

By _____
Superintendent or Designee

ATTEST:

_____
Maria Morris, City Clerk

APPROVED AS TO FORM:

_____
Omar Sandoval, City Attorney

HEALTH EXAMINATIONS

The ~~Governing~~ Board of Trustees recognizes the importance of periodic health examinations conducted according to state health regulations. To determine the health status of students, facilitate the removal of handicaps to learning, and determine whether special adaptations of the school program may be necessary, the Board shall require that periodic examinations be conducted which include tests for vision, hearing and scoliosis.

All personnel employed to examine students shall exercise proper care of each student being examined and shall ensure that the examination results are kept confidential. (Education Code 49450)

A parent/guardian may annually file a statement with the principal withholding consent to any physical examination of his/her child. The child shall be exempt, but shall be subject to exclusion due to a suspected contagious or infectious disease. (Education Code 49451)

~~*(cf. 5163 - Infectious Diseases)*~~

The principal of each school shall notify parents/guardians of the rights of students and parents/guardians relating to health examinations.

The Board may from time-to-time require reports regarding the numbers of students found to have physical problems and the effort made to correct them. (Education Code 49457)

Vision

Students shall have their vision tested by qualified personnel authorized by the district. (Education Code 49452, 49454)

Students shall have their vision examined upon first enrollment in elementary school. Further examinations shall take place every three years until the student has completed eighth grade. The results of the vision appraisal shall be entered into the student's health record. All students shall be tested for visual acuity. Color vision shall be tested once and only in male students. (Education Code 49455)

The above evaluation of a student's vision may be waived at the parent's/guardian's request of the parent/guardian presents a certificate from either a medical doctor or an optometrist stating the results of an examination of the student's vision including visual acuity, and, in male children, color vision.

Visual defects, or any other defects, found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The written report shall not include a referral to any private practitioner. (Education Code 49456)

HEALTH EXAMINATIONS (continued)

The student may be referred to a public clinic, or diagnostic and treatment center operated by a public hospital or be the state, county or city department of public health. (Education Code 49456)

Hearing

Students shall have their hearing tested by qualified personnel authorized by the district upon first entry into the California public school system and in Grades K, 2, 5, 8, 10. The parent/guardian of students who fail the hearing test will receive written notification of the test results with a referral for further examination. (Code of Regulations, Title 17,2951)

Scoliosis Screening

The Board shall provide for the screening of students for the condition known as scoliosis. Every female student in the seventh grade and every male student in the eighth grade shall be screened. The screening shall follow the standards established by the State Department of Education and shall be performed by qualified personnel as specified by law. (Education Code 49452.5)

Persons performing the screening shall not solicit, encourage or advise treatment of the student for scoliosis. The same shall apply to any other condition discovered in the course of the screening for scoliosis. (Education Code 49452.5)

The parent/guardian of any student suspected of having scoliosis shall be notified. The notice shall include an explanation of scoliosis and the significance of treatment at a early age. A referral to appropriate community resources for diagnosis and treatment shall be made. (Education Code 49452.5)

~~*(cf. 5111 - Admission)*~~
~~*(cf. 5165.1 - Immunizations)*~~
~~*(cf. 5163 - Infectious Diseases)*~~

Interscholastic Athletic Competition

All students who participate as cheerleaders, marching band members, members of auxiliary field units, or athletes in interscholastic sports are required to have on file a current medical examination performed by a Doctor of Medicine (M.D.), Doctor of Osteopathic Medicine or a physician's assistant with their supervising M.D. signature of approval. Compliance with the medical examination requirement is not necessary for participants in a play day or a field day activity occurring occasionally during a school year in which students of one or more particular grade levels from two or more schools in the district participate in athletic contests.

HEALTH EXAMINATIONS (continued)

If a student sustains an injury or serious illness, the student may be required by school personnel to have another examination prior to further interscholastic competition.

A student who has been excused from the physical education program because of a medical reason may not participate in any interscholastic athletic competition.

All students engaging in interscholastic athletic competition are required to meet accident insurance requirements prescribed by law.

~~*(cf. 5177 - Insurance)*~~

Legal Reference:

EDUCATION CODE
48211-48214 Persons excluded
48400-49410 General powers-school boards (re student health)
49450-49457 Physical examinations (of students)
HEALTH AND SAFETY CODE
3380-3389 Immunization against communicable diseases
3400-3409 Tuberculosis tests for students
CODE OF REGULATIONS, TITLE 17
6000-6075 School attendance immunization requirements
CODE OF REGULATIONS, TITLE 5
590-596 Vision screening

ADMISSION

The ~~Governing~~ Board of Trustees believes that all children should have the opportunity to receive educational services. Staff shall encourage parents/guardians to enroll all school-aged children in school.

The Superintendent or designee shall maintain procedures which provide for the verification of all entrance requirements specified in law and in Board policies and regulations.

~~*(cf. 5111.1 - District Residency)*~~
~~*(cf. 5111.11 - Residency of Students in Foster Care)*~~
~~*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*~~
~~*(cf. 5111.13 - Residency for Homeless Children)*~~
~~*(cf. 5119 - Students Expelled from Other Districts)*~~
~~*(cf. 5141.22 - Infectious Diseases)*~~
~~*(cf. 5141.3 - Health Examinations)*~~
~~*(cf. 5141.31 - Immunizations)*~~

Age of Admission

Proof of age shall be required of all enrolling students. The legal evidences of age, in order of desirability, are an official or certified copy of the birth certificate, ~~baptismal certificate,~~ passport, or immigration certificate. ~~Bible record or affidavit from the parent/guardian~~.

~~A child who will reach the age of five on or before December 2 of the school year shall be eligible for enrollment in kindergarten at the beginning of that school year or at any later time in the same year.~~ A child shall be admitted to kindergarten at the beginning of the school year if the child will have his or her fifth birthday on or before one of the following dates:

1. December 2 of the 2011-2012 school year
2. November 1 of the 2012-2013 school year
3. October 1 of the 2013-2014 school year
4. September 1 of the 2014-2015 school year and each school year thereafter

A child shall be admitted to transitional kindergarten if the child will have his or her fifth birthday on or between the following dates:

1. November 2 and December 2 of the 2012-2013 school year
2. October 2 and December 2 of the 2013-2014 school year
3. September 2 and December 2 of the 2014-2015 school year and thereafter

A child shall be admitted to first grade at the beginning of the school year if the child will have his or her sixth birthday on or before one of the following dates:

1. December 2 of the 2011-2012 school year
2. November 1 of the 2012-2013 school year

ADMISSION (continued)

3. October 1 of the 2013-2014 school year
4. September 1 of the 2014-2015 school year and each school year thereafter

The Education Code states:

> *Persons 16 years of age or older and under 18 years of age who have not been graduated from high school shall be permitted by the governing board to enroll in continuation classes conducted by the school district if such enrollment does not preclude attainment of the goals of continuation education schools and classes prescribed as determined by the governing board.*

In conformity with the Education Code, a person 16 years of age or older and under 18 years of age, who resides in the district and who has not graduated from high school, shall be permitted to enroll in Junipero Serra High School or in the Capistrano-Laguna Beach Regional Occupational Program or a combination of the two in lieu of the enrollment in the regular high school program. Students must attend at least 20 hours per week.

Foreign Exchange Student Admission

The ~~Governing~~ Board of Trustees recognizes the value of diversity in its student population. To this end, foreign students seeking admission to ~~CUSD~~ District high schools on an Exchange Student Visa (J) will be admitted to District schools on ~~an available~~ a space available basis. Such admission shall be granted only when the qualified, exchange student organization has submitted all appropriate documentation to include: current immunization record, transcripts and verification of sufficient proficiency in English to benefit from participation in school in the United States.

All students attending ~~CUSD~~ District high schools on J Visas will be subject to the regulations of federal and state government and the rules of the District. The approved sponsoring agency must meet all requirements of the Department of Homeland Security and Department of State's Student and Exchange Visitor Program ~~(SEVP)~~.

Legal Reference:

EDUCATION CODE

46600 Agreements for admission of pupils desiring interdistrict attendance
48000 Minimum age of admission (kindergarten)
48002 Evidence of minimum age required to enter kindergarten or first grade
48010 Minimum age of admission (first grade)
48011 Admission from kindergarten or other school; minimum age
48050-48053 Nonresidents
48200 Children between ages of 6 and 18 years (compulsory full-time education)
48211 Habits and disease

ADMISSION (continued)

48221 Physical or mental condition
48413 Enrollment in Continuation Classes
49076 Access to records by persons without written consent or under judicial order
49408 Information of use in emergencies
HEALTH & SAFETY CODE
3380-3390 Immunization against communicable diseases
3400-3409 Tuberculosis tests for pupils
CODE OF REGULATIONS, TITLE 5
200 Promotion from kindergarten to first grade
201 Admission to high school
CODE OF REGULATIONS, TITLE 17
6000-6075 School attendance immunization requirements
TITLE VII, SUBTITLE B, THE MCKINNEY ACT OF 1987
Illegal Immigration Reform and Immigrant Responsibility Act of 1996

Management Resources:
CDE MANAGEMENT ADVISORIES
0900.90 Changes in law concerning eligibility for admission to kindergarten

OPEN ENROLLMENT

Purpose and Intent

The ~~Governing Board~~ Board of Trustees endorses the neighborhood public school concept. However, the Board recognizes that some parents/guardians may wish to choose a school of attendance other than their school of residence. Thus, a Capistrano Unified School District Open Enrollment Program shall be included as an integral feature of the District's instructional offerings.

School of residence attendance areas, school capacities, and class size mandates/guidelines are established to optimize the use of existing facilities and to maintain relatively balanced enrollments. All ~~CUSD~~ District schools offer high quality instructional programs addressing the District's mission, goals, and adopted curricula. However, parents/guardians may wish to apply to other ~~CUSD~~ District schools in order to take advantage of specialized or innovative programs, or to meet other family needs.

Priority Criteria for School Placement

~~CUSD~~ District students residing in any Board-approved school attendance area shall first be provided the option of attending their school of residence. After all students within each school's attendance area have been accommodated within established class-size mandates, and after all students in categories A and B below have been placed, requests for Open Enrollment placement will be honored according to the following priority until all openings in a given school are filled:

A. ~~CUSD students who are siblings of any student currently in attendance who will continue to be enrolled at the same school next year or~~ ~~CUSD~~ District students requesting placement at their school of residence.

B. ~~CUSD~~ District students who have continuously attended the school for at least one full year, but have moved into another ~~CUSD~~ District school's attendance area, or ~~CUSD~~ District students residing in an area affected by an attendance boundary change who wish to remain at their existing school, or District students who are siblings of any student currently in attendance who will continue to be enrolled at the same school the next year.

C. ~~CUSD~~ District students whose residence is not within the school's attendance area but whose parents/guardians pay a Mello-Roos tax which helped support construction of the school.

D. ~~CUSD~~ District students who reside in a feeder pattern which divides students to different school sites upon promotion to the next school level (elementary school to middle school or middle school to high school) will be provided the opportunity to attend the same school as the majority of students in their feeder pattern.

E. All other ~~CUSD~~ District students requesting Open Enrollment placement.

Determination of Openings

District staff shall project the initial number of open enrollment classroom seats which will be available for the fall of the following school year. In this analysis, staff shall consider each of the following elements:

1. Current enrollment as it rolls forward and provides a basis for the following year's enrollment.

OPEN ENROLLMENT (continued)

2. Projected new enrollments for the school's entry grade level (K, 6, or 9).

3. Projected new enrollments due to the construction of new housing facilities in the attendance area during the next year.

4. The ratio of enrollment to capacity as compared with the enrollment to capacity ratio of other schools in the surrounding area.

5. Plans for the construction of new school facilities which would provide future relief from current overcrowded conditions.

6. Special programs which may have particular enrollment requirements or limitations.

When the Open Enrollment process is implemented each year, the initial number of openings assigned to each school may be augmented as students who are currently enrolled in a given school transfer to another school site during the Open Enrollment process.

Schools with Openings

Each year the Superintendent or designee shall utilize all available information to determine which schools have openings. Schools identified without additional openings may accept students in Priority A and Priority B categories only.

Schools with openings will begin the Open Enrollment process with a designated number of openings. Students will be placed in order of the priority criteria referenced in this policy.

Placement Procedures

The Open Enrollment timeline will be published on the ~~CUSD~~ District website ~~and will be available at all school sites in January of each year~~.

Open Enrollment applications shall be initiated by a child's parent/guardian. Applications must be submitted on the District-designated form which is available at the District office, in each school office, and on the ~~CUSD~~ District website. Parents/guardians seeking placement for multiple children must submit a separate application for each child.

Applications for enrollment to ~~Two-Way~~ Language Immersion Programs will only be available at ~~Two-Way~~ Language Immersion sites. Parents/guardians desiring to enroll students in a ~~Two-Way~~ Language Immersion site must submit applications directly to the site(s) of choice within the designated Open Enrollment timeline. Students matriculating from elementary to middle or middle to high school ~~Two-Way~~ Language Immersion programs will have the right to continue to attend the ~~Two-Way~~ Language Immersion program within the same feeder pattern.

Parents/guardians who have applied for an Open Enrollment transfer by the published application deadline shall be notified of the status of their transfer request by late spring. Open Enrollment approval is school specific and does not guarantee placement in the feeder school(s) for the school of choice.

OPEN ENROLLMENT (continued)

After the number of openings has been determined and applications processed, a determination will be made as to whether sufficient openings exist to accommodate all applications. In the event there are more applications for Open Enrollment into any given school than there are openings in that school, a lottery procedure for placement will be implemented which takes into account the priority criteria referenced in this policy and considers the openings which are available according to grade level.

Students in priority B may continue to apply beyond the published application deadline. In late spring, after the initial Open Enrollment window, the list of schools with openings will be updated and a second opportunity to apply for Open Enrollment placement for all priorities will take place. Applications for Open Enrollment will not be accepted after July 30th in an effort for schools to accurately determine staffing needs and student placement for the following school year.

Eligibility for Interscholastic Athletic Participation

When a student enrolls as a freshman (Grade 9) in any ~~CUSD~~ District high school, he/she will have that school identified as the school of attendance for athletic eligibility. Once eligibility has been established, a transfer to a different high school under Open Enrollment may result in a declaration of ineligibility to participate. Students considering a transfer to another ~~CUSD~~ District high school should contact California Interscholastic Federation (CIF) for eligibility guidelines.

Recruitment of students by school personnel to attend a high school other than the school of residence for the purpose of athletic participation is prohibited in accordance with CIF rules and regulations.

Home-to-School Bus Transportation

Transportation of students who have been placed through the open enrollment process is the responsibility of the parent/guardian.

Nonrequirements to the District

In implementing the Open Enrollment Program, the District is not required to:

1. Make alterations in the structure or grounds of any schools or make alterations to the arrangement or function of rooms within District schools.

2. Establish and offer any particular program in a school if such program is not offered currently in each school in the District.

3. Alter or waive any established eligibility criteria for participation in a particular program including age requirements, course prerequisites and required levels of performance.

Transfer Back to the School of Residence

Students approved for Open Enrollment placement in accordance with the priority placement criteria spelled out in this policy shall abide by all school rules and procedures. Principals may recommend to Student Services the involuntary transfer of students back to their school of residence or another school deemed appropriate for any of the following reasons:

1. Unsatisfactory attendance

OPEN ENROLLMENT (continued)

2. Continual tardiness
3. Failure of the parent/guardian to make adequate transportation arrangements
4. Unsatisfactory academic performance
5. Unsatisfactory behavior
6. No longer residing within CUSD boundaries

Students being transferred back to their school of residence or another school deemed appropriate have the right to an Admission and Discharge (A & D) hearing relative to the infraction which caused the involuntary transfer.

Students determined to have enrolled in a school by falsifying attendance or residency records shall be returned to their school of residence immediately. These students will not qualify as Priority A or B students even if they otherwise meet the stated priority criteria.

Students requesting a transfer to their school of residence, after having been accepted into another school through the open enrollment process, will not be guaranteed a place in their school of residence. Students must reapply in writing for Open Enrollment placement at their school of residence within the designated Open Enrollment timeline.

Legal Reference:

EDUCATION CODE
35160 Authority of governing boards
35160.1 Broad authority of school districts
35160.5 District policies; rules and regulations
35291 Rules
35350 Transportation of students
35351 Assignment of students to particular schools
29 Ops.Cal.Atty.Gen. 63
GOVERNMENT CODE
53312.7 Establishment of community facilities district; goals and policies
Jackson v. Pasadena City School District (1963) 59 Cal. 2nd 876, 879
Crawford v. Board of Education (1976) 17 Cal.3d 280

POLICY
adopted: February 8, 1999
revised: November 17, 2003
revised: December 8, 2003
revised: February 11, 2008
revised December 15, 2009
revised March 8, 2011
revised

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CONDUCT

The ~~Governing~~ Board of Trustees recognizes its responsibility to adopt and enforce rules and regulations governing student behavior in order to provide students with a learning environment conducive to an effective education.

(cf. 5140 - Positive School Climate)

The Board of Trustees expects all students within the schools, as well as personnel serving the District to be knowledgeable of state laws, local school Board policies and administrative rules and regulations which establish the codes of conduct for students, including the responsibilities and duties of students, employees and parents/guardians to maintain good order and discipline within the District.

Each school site's rules and procedures related to student conduct shall be developed in consultation with a school site discipline committee which shall include at least one representative of each of the following groups: teachers, school administrators, classified employees, parents/guardians, and for middle schools and high schools, students enrolled in the school. School rules and consequences are to be approved by the principal and the school discipline committee. School personnel who work directly with students have a responsibility to communicate school rules and consequences to students and parents/guardians, utilizing the various means of communication deemed suitable.

~~*(cf. 5150 - Discipline)*~~
~~*(cf. 5152 - Suspension/Expulsion/Due Process)*~~

Definitions

The following definitions shall apply with respect to behavioral terms used in this policy:

1. "Behavior" shall mean the actions, words, demeanor, manner, management or direction of an individual.

2. "Self-direction" refers to the intrinsic motivation on the part of an individual to control his/her behavior in a socially acceptable manner; it involves personal conduct and study habits which are beneficial both to the individual student and to any other person with whom he/she associates.

3. "Punishment" shall mean the infliction of a penalty, retributive action or loss of privilege.

CONDUCT (continued)

The Board of Trustees believes that the highest level of achievement in maintaining order within the schools is to achieve self-direction on the part of each student whereby he/she conforms to all behavioral expectations through personal desire and self-discipline. To achieve positive self-direction on the part of each student, the following responsibilities are expected:

1. Students: Control of student behavior begins with and ultimately rests within the individual student. Students shall retain their right to an education within ~~CUSD~~ District schools only so long as they do not persistently violate or neglect their responsibilities as imposed by state law, District policy and school rules. Students are to be made aware of their responsibilities and rights and assisted by all school personnel to understand and accept their responsibilities.

2. Parents/Guardians: Parents/guardians have a fundamental responsibility for the behavior and academic efforts of their children. In addition to direct supervision of their children while in their custody, they have a responsibility to cooperate fully with school personnel to maintain proper behavior of their children during school hours and functions and to support their children's classroom effort and performance. This is not only a legal responsibility, but a moral one as well.

3. Teachers: A classroom instructional program which meets the individual needs of students in an effective manner is one of the best means of achieving self-direction and good behavior on the part of students. Teachers, as skilled professionals, have the responsibility to utilize effective professional techniques to maintain the respect of students, establish order within the classroom, and provide a learning environment and instructional approaches supportive of student achievement.

4. Student Support Personnel: Limited psychological, guidance and health services are provided to assist and augment the classroom teacher. Through such services, deviant student behavior may be identified in its early stages and remedied before more serious delinquent behavior develops while student failure may also be addressed through collaborative efforts of the school and home.

CONDUCT (continued)

5. Administrative Personnel: Administrators have the responsibility to administer the educational program, facilities and activities to support the highest educational level of achievement by students. Such action will assist in maintaining order in the governance of the schools.

6. Classified Personnel: Classified personnel have the responsibility to work in partnership with certificated staff to ensure that students are treated respectfully and that state laws, District policies and school rules are enforced.

Standards for Student Behavior

It is expected that ~~CUSD~~ District students will:

1. Pursue the required course or study with diligence.

2. Follow the direction of administrators, teachers, volunteers and/or classified employees.

3. Treat other students, as well as staff and volunteers, with respect.

4. Remain on school premises unless duly authorized to leave.

5. Be responsible to provide adequate explanation of school absence and tardiness.

6. Obey school rules, District policy, and state law with respect to student conduct.

The primary standards for student behavior include, but are not limited to, the following: students must refrain from:

1. Gambling

2. Immorality

3. Profanity

4. The use, possession, or furnishing to others of tobacco or intoxicating liquor, narcotics or other hallucinogenic or dangerous drugs or substances.

5. Possession or use of dangerous objects

CONDUCT (continued)

6. Causing or threatening harm to another person or property

7. Stealing or damaging District or private property

8. Sexually harassing other students, school volunteers, or District employees

9. Holding membership in secret clubs or fraternities at school

10. Hazing or intimating others

BULLYING/CYBER BULLYING

The Board of Trustees strives to provide a safe, positive learning climate for students in the schools. Therefore, it shall be the policy of the District to maintain an educational environment in which bullying and cyber bullying in any form are not tolerated.

1. All forms of bullying and cyber bullying by District students are hereby prohibited. Anyone who engages in bullying and cyber bullying in violation of this policy shall be subject to appropriate discipline.
2. Students who have been bullied or cyber bullied shall promptly report such incidents to any staff member.
3. Complaints of bullying and cyber bullying shall be investigated promptly, and corrective action shall be taken when a complaint is verified. Neither reprisals nor retaliation shall occur as a result of the submission of a complaint.
4. The District shall annually inform students that bullying and cyber bullying of students will not be tolerated.

Definitions:
Bullying shall mean unwelcome, pervasive and/or severe, verbal, written, or physical conduct directed at a student or staff member by a student or staff member that has the effect of any or all of the following:

1. Physically, emotionally, or mentally harming a student or staff member.
2. Damaging, extorting, or taking a student or staff member's personal property.
3. Placing a student or staff member in reasonable fear of physical, emotional, or mental harm.
4. Placing a student or staff member in reasonable fear of damage to or loss of personal property.

CONDUCT (continued)

5. Creating an intimidating and/or hostile environment that substantially interferes with a student's educational opportunities or the ability of a staff member to perform his or her duties.

Cyber bullying includes, but is not limited to, the following misuses of technology: harassing, teasing, intimidating, threatening, or terrorizing, another student or staff member by way of any technological tool, such as sending or posting an inappropriate or derogatory e-mail message, telephone message, instant message, text message, digital picture or image, or website posting (including an individual or collective blog) which has the effect of the following:

1. Physically, emotionally, or mentally harming a student or staff member;
2. Placing a student or staff member in reasonable fear of physical, emotiona,l or mental harm.

BULLYING/CYBER BULLYING

1. Placing a student or staff member in reasonable fear of damage to or loss of personal property.
2. Creating an intimidating and/or hostile environment that substantially interferes with a student's educational opportunities or a staff member's ability to perform his or her duties.

All forms of bullying are unacceptable and, to the extent that such actions are disruptive of the educational process of the District, offenders shall be subject to appropriate staff intervention, which will result in administrative disciplinary measures and notification of appropriate authorities.

The term "bullying" and "cyber bullying" shall not be interpreted to infringe upon a student's right to engage in legally protected speech or conduct.

Delegation of Responsibility:

1. Each staff member shall be responsible to maintain an educational environment free of bullying and cyber bullying.
2. Each student shall be responsible to respect the rights of his/her fellow students and those of staff members and to ensure an atmosphere free from all forms of bullying and cyber bullying.
3. Students shall be encouraged to report bullying and cyber bullying complaints to any staff member.

CONDUCT (continued)

4. Any staff member who receives a bullying or cyber bullying complaint shall gather information and immediately seek administrative assistance to determine if bullying and/or cyber bullying has occurred. If the behavior is found to meet the definition of bullying and cyber bullying, the principal or designee will take the appropriate disciplinary action.
5. The principal or designee will inform the parents or guardians of the victim and also the parents or guardians of the accused.

Complaint Procedure:

1. A student shall report a complaint of bullying or cyber bullying, orally or in writing, to a staff member. If a parent initiates the complaint, the principal or designee will follow-up with the student and parent.
2. The principal or designee will gather and review the information to determine if the alleged bullying or cyber bullying conduct occurred.
3. After the information has been gathered, the principal or designee will determine the need for further investigation or the appropriate intervention, which may result in administrative discipline to ensure that the conduct ceases. If the behavior is found to meet the definition of bullying or cyber bullying, the principal or designee must complete and submit the appropriate written documentation to Student Services.

BULLYING/CYBER BULLYING

A violation of this policy shall subject the offending student to appropriate disciplinary action, consistent with the student discipline code, which may include suspension, a recommendation for expulsion and/or notification to the appropriate authorities.

~~*(cf. 351.4 - Recovery for Property Loss or Damage)*~~
~~*(cf. 5152 - Suspension/Expulsion)*~~
~~*(cf. 5176 - Safety)*~~

CONDUCT (continued)

Legal Reference:

EDUCATION CODE
32261 Legislative findings, declarations, and intent
35181 Governing Board policy on responsibilities of students
35291 Rules
44807 Duty concerning conduct of students
48900-48925 Suspension or expulsion
48908 Duties of pupils
48980-48981 Notification of parent or guardian
CIVIL CODE
1714.1 Liability of parents and guardians for willful misconduct of minor
***CALIFORNIA** CODE OF REGULATIONS, TITLE 5*
300-307 Duties of pupils
AB 86 Safe Schools
UNITED STATES CODE, TITLE 42
2000h-2 et seq. Title IX, 1972 Education Act Amendments

PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION PROJECT LISTING– NOVEMBER 14, 2011 (IN BOLD LETTERING)		
PROJECT LISTING NUMBER	**SITE**	**STATUS/COMMENTS**
04-104845	Del Obispo ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-104935	Niguel Hills MS Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-104993	Viejo ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-105269	Laguna Niguel ES Restroom Building	Closed without Certification on 1/16/08. PJHM is sending letter to DSA to closeout application number.
04-104860	Crown Valley ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-108164	Aliso Niguel HS Parking Lot Improvement	To date, work has not begun on this Application No. No inspections have taken place. Inspector will review and work with Construction Manager.
04-100736	Crown Valley ES Ball Field - City of Laguna Niguel M&O Construction Manager is working with City of Laguna Niguel to locate inspection reports.	This project was completed by the City of Laguna Niguel to add lights to the baseball fields.
04-102787	Capistrano Valley HS Cell Tower – Mericon	The cell tower has changed carriers many times over the years. The original contractor needs to be located for paperwork required. Construction Manager will be working on this.
04-105499	Carl Hankey ES: New covered walkway, alterations to Classrooms, MPR, Administration Building	Application Numbers 04-108531 and 04-108613 need to be closed out before this Application No. can be closed out. All paperwork has been submitted to DSA.
04-108531	Carl Hankey K-8 Conversion	This Application No. is part of the modernization that took place a few years ago. The full scope was not completed and is being reviewed by the Architect to see what DSA is going to require to close out this project.

PROJECT LISTING NUMBER	SITE	STATUS/COMMENTS
04-108613	Carl Hankey K-8 Relocatables	All paperwork has been submitted to DSA. DSA will not close out this Application No. until Application No. 04-105499 is closed out.
04-105495	Barcelona ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-107867	San Juan Hills HS– Two-Story Modular Buildings	NOC's on MSI and HCH from the District were sent to PJHM. Change orders to DSA for approval – gathering closeout document. Update 2/14/11 – All docs in cannot be certified and closed until #A104115 is closed and certified.
04-108716	San Juan Hills HS Phase II – Bleachers, Concession Building, Restroom Building	Change orders at DSA pending approval. Closeout documents cannot be submitted until all COs are approved.
No DSA Application Number	Ambuehl ES Configuration of Relocatables	Working with architects to develop scope of work to submit to DSA.

President Brick called the meeting to order at 5:30 p.m. The Board recessed to closed session to discuss Public Employee Discipline/Dismissal/Release and CSEA/CUEA/CUMA/Teamsters negotiations.

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

The Pledge of Allegiance was led by President Brick.

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

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

Permanent Record

President Brick announced agenda item number eight was being pulled and will be brought back to the November 14 Board meeting.

President's Announcement

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

Adoption of the Board Agenda

President Brick asked Trustee Pritchard to facilitate the meeting.

President's Announcement

Trustee Pritchard reported the following action taken during closed session:

President's Report From Closed Session Meeting

Agenda Item #3 A – Public Employee Discipline/Dismissal/Release: The Board gave direction to staff.

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

Student Body President Chandler Hoffman from Aliso Niguel High School presented a report on activities taking place at the high school.

Student Body Report

Trustee Bryson shared she and Trustees Addonizio, Palazzo, and Pritchard attended Saddleback College's Annual State of the College K-12 Breakfast and she was very impressed with the new Cal-PASS program.

Board and Superintendent Comments

Trustee Palazzo asked staff to consider adding the Cal-PASS information on the District's website and having someone present a report to the Board on the program.

Trustee Brick complimented the District on the success of last week's California Great Shakeout drill and shared he visited several schools during the drill.

Trustee Pritchard commented he was pleased the current ASB president of Saddleback College is a Tesoro High School graduate.

Oral Communications

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

The following speakers addressed the Board:

- Ronda Walen thanked Trustees Addonizio and Hatton for participating on the Calendar Committee this year.
- Mark Klein and David Marohnis spoke in support of Coach Eric Patton.

DISCUSSION/ACTION

PUBLIC HEARING: Instructional Materials Funding Realignment
Agenda Item 1

Trustee Pritchard announced the Public Hearing open at 7:16 p.m. regarding the approval of Resolution No. 1112-23, Statement of Assurance for the Instructional Materials Funding Realignment. There being no speakers to address the Board, Trustee Pritchard declared the Public Hearing closed at 7:17 p.m.

It was moved by Trustee Bryson, seconded by Trustee Brick, and motion carried unanimously to approve Resolution No. 1011-23, Statement of Assurance for the Instructional Materials Funding Realignment.

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

GASB 45 Actuarial Valuation Report
Agenda Item 2

Deputy Superintendent Ron Lebs reported Governmental Accounting Standards Board (GASB) establishes generally accepted accounting principles for state and local agencies. GASB 45 provides that agencies account for Other Post-Employment Benefits (OPEBs), or benefits other than pensions, in their financial statements, and that an actuarial study be performed every two years to determine the value of this liability. The actuarial study discloses the accrual basis, the annual required contribution, the unfunded actuarial liability, and the net OPEB obligation.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to approve and accept the Capistrano Unified School District GASB 45 Actuarial Valuation Report for OBEDs.

Middle School Elective Course Dance Pilot
Agenda Item 3

Assistant Superintendent Julie Hatchel stated Marco Forster Middle School is seeking approval to pilot a dance course as part of middle school elective course offerings for second semester. The course is designed to give students the opportunity to learn the basic skills of modern, ballet, jazz, and world dance while improving technique, poise, self-confidence, and creative ability. Students will study dance forms from various cultures and time periods in both cultural and historical contexts. Upon completion of the pilot, the course will be returned to the Board for consideration as a finalized course offering for District middle schools. There is no financial impact associated with this item as this class will be added to the elective wheel for middle school students and will utilize existing staff.

Trustee Palazzo directed staff to explore the option of adding the dance class as a P.E. class. Trustee Alpay asked staff to find out which courses on the elective wheel are being replaced by the dance and forensic science pilots and Trustee Pritchard requested staff provide the number of elective wheel sections currently offered at the school.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried unanimously to approve a dance pilot course as an additional course offering for District middle schools for 2011-2012.

Middle School Elective Course Forensic Science Pilot
Agenda Item 4

Assistant Superintendent Julie Hatchel stated Marco Forster Middle School is requesting approval to pilot a forensic science course as part of the middle school elective course offerings. This laboratory-based course is designed to further prepare middle school students for college preparatory high school science. The course will introduce students to various career paths and opportunities, strengthen reading and writing skills as related to science curricula, and demonstrate real-life applications for science. Upon completion of the pilot, the course will be returned to the Board for consideration as a finalized course offering for District middle schools. There is no financial impact associated with this item as this class will be added to the elective wheel for middle school students and will utilize existing staff.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried unanimously to approve a forensic science pilot course as an additional course offering for District middle schools for 2011-2012.

Board Policy Revisions
Agenda Item 5

Assistant Superintendent Julie Hatchel stated Board Policy 5165, *Health Examinations*, is the governing policy outlining vision and hearing, scoliosis, and sports examination requirements. Minor language edits are periodically needed to keep this policy current. This item will be brought back to a future meeting for second reading.

The following speakers addressed the Board:

- Dr. John Cheng proposed the District use the American Academy of Family Physicians' standard medical form for medical examinations to decrease the liability to the District and physician performing the exam.
- Eric Glassman spoke in regards of physician's assistants performing student medical examinations without the requirement for their supervising doctor's signature of approval and the need to standardize the medical form.

Items Pulled from the Consent Calendar

Trustee Pritchard asked Trustees for items they wished to pull from the Consent Calendar. No items were pulled.

CONSENT CALENDAR

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

Minutes
Agenda Item 6

Minutes of the October 10, 2011, regular Board meeting.

Donations
Agenda Item 7

Donations of funds and equipment.

~~**Joint Facility Use Agreement**~~
~~**Agenda Item 8**~~

This item was pulled prior to the adoption of the agenda and will be brought back to the November 14 Board meeting.

Limited Use Agreement
Agenda Item 9

Limited Use License Agreement between the Distract and SAMLARC for student use of Arroyo Vista Park.

Master Contract
Agenda Item 10

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

Independent Contractor Agreement
Agenda Item 11

Independent educational evaluations for speech and language evaluations to students as designated by the District, Judy Segal.

Bid No. 1011-07 Co-curricular Bus Service, Certified Transportation Services, Incorporated; Hot Dogger Tours, Incorporated dba Gold Coast Tours; JFK Transportation Co., Incorporated; Roadways International, Incorporated; CUSA PCSTC LLC dba Southern California Gray Line; and Transportation Charter Services, Incorporated.

Extension of Agreements
Agenda Item 12

Authorization to utilize the State of Nevada, Division of Purchasing, and Western States Contracting Alliance Contract No. 1862, awarded to W.W. Grainger, Incorporated for the purchase of lighting products, facilities maintenance, and industrial supplies and tools.

Utilization of Contract No. 1862
Agenda Item 13

Award of Bid No. 1112-11 Concrete Maintenance and Repair, Above All Names Construction Services, Incorporated.

Concrete Maintenance and Repair
Agenda Item 14

First Quarter Williams Settlement Uniform Complaint Report.

Williams Settlement
Agenda Item 15

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

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

Adjournment

Trustee Pritchard announced the meeting adjourned at 7:45 p.m.

_____
Board Clerk

_____
Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

October 4, 2011

TO: District Superintendents
Community College Chancellors

FROM: Rosalee Hormuth, Manager
Business Services

SUBJECT: **Annual Organizational Meeting**

Education Code Sections 35143 and 72000 require the governing board of each school district and community college district to hold an annual organizational meeting within a prescribed 15-day period commencing with the first day of the term of office following the November election. For 2011, this 15-day period is **December 2nd through December 16th.**

The Education Code further requires that, unless otherwise provided by rule of the governing board, the day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to the first day of the 15-day period and to notify the county superintendent of schools of the time and day selected.

Please use the attached form to submit the required information regarding your district's annual organizational meeting. The form has been updated to allow you to complete electronically. Please email completed forms by **Wednesday, November 30, 2011** to:

Rosalee Hormuth, Manager Business Services
Orange County Department of Education
rhormuth@ocde.us

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

2012 – December 7 through December 21, 2012
2013 – December 6 through December 20, 2013
2014 – December 5 through December 19, 2014

If you have any questions or concerns, please call me at (714) 966-4234.
Thank you.

Attachment

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

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

WILLIAM M. HABERMEHL
County Superintendent of Schools

LYNN APRIL HARTLINE
Deputy Superintendent

JOHN L. NELSON
Associate Superintendent

ORANGE COUNTY BOARD OF EDUCATION
JOHN W. BEDELL, PH.D.
DAVID L. BOYD
ELIZABETH PARKER
LONG PHAM, PH.D.
KEN L. WILLIAMS, D.O.

Print Form

Submit Form by Email

Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA
92626

Date: November 14, 2011

In accordance with Education Code Sections 35143 and 72000, the governing board of each school district, community college district, or regional occupational program must hold an annual organizational meeting within a prescribed 15-day period commencing with the first day of the term of office following the November election. For 2011, this 15-day period runs December 2nd through December 16th. Further, the Education Code requires each governing board to notify the county superintendent of schools of the day and time selected for the organizational meeting.

Please return this form with the information below by Wednesday, November 30th to:

Rosalee Hormuth, Manager Business Services
Orange County Department of Education
200 Kalmus Drive, Costa Mesa, CA 92626
rhormuth@ocde.us
Phone: (714) 966-4234
Fax: (714) 662-3570

Organizational Meeting Information

District Name:	Capistrano Unified School District
Meeting Date:	December 12, 2011
Meeting Time:	7:00 p.m.

District Contact Information

Name:	Jane Boos
Title:	Manager, Board Office Operations
Phone:	(949) 234-9207
Email:	jboos@capousd.org

AGREEMENT NUMBER 37377

CAPISTRANO UNIFIED SCHOOL DISTRICT
EARLY CHILDHOOD EDUCATION
SCHOOL READINESS INITIATIVE GRANT

This AGREEMENT is hereby made and entered into this 1st day of July, 2011, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received grant funds from the Orange County Children and Families Commission to provide services to Orange County students through the delivery of the School Readiness Initiative Grant;

WHEREAS, SUPERINTENDENT is in need of special services and advice; and

WHEREAS, the Orange County Children and Families Commission requires that SUPERINTENDENT allocate a portion of the School Readiness Initiative grant funds to school districts for implementation of the Early Childhood Education Program, hereinafter referred to as PROGRAM; and

WHEREAS, DISTRICT and its school teachers have expertise with the targeted school population and in providing the services required.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2011 and ending on June 30, 2012, subject to termination as set forth in this AGREEMENT.

2.0 GRANT AWARDS. SUPERINTENDENT has awarded grant funds to DISTRICT for participation in the School Readiness Initiative Grant Program. DISTRICT agrees to use grant funds on training and technical assistance. Grant funds shall only be used for the activities described in Exhibit "A", Sample List of Program Activities, which is attached hereto and incorporated by reference.

3.0 ASSURANCES. DISTRICT agrees to abide by the sample list of program activities as described in Exhibit "A", which is attached hereto and incorporated by reference herein. ***All funds must be spent by June 30, 2012. It is the responsibility of the Coordinator at the grant funded site to submit all required paperwork to SUPERINTENDENT'S designated grant Coordinator.***

4.0 PAYMENT.

A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to exceed One thousand two hundred dollars ($1,200.00) for those activities identified in Section 2.0 of this AGREEMENT. **Pre-approval must be obtained by submitting the Expenditures Pre-Approval Form, which is attached hereto as Exhibit "B" and incorporated by reference herein, and reimbursement must be obtained by submitting the Expenditures Claim Form attached as Exhibit "C" and incorporated by reference herein.** Payment shall be made to DISTRICT upon completion of approved activity identified in Section 2.0, SUPERINTENDENT'S receipt and approval of an invoice in triplicate, Exhibit "B",

222

Expenditures Pre-Approval Form, and Exhibit "C", Expenditures Claim Form. All invoices to SUPERINTENDENT shall be supported at DISTRICT'S facility by source documentation which shall include, but not be limited to: ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided. **DISTRICT'S invoice for the period commencing July 1, 2011, and ending June 30, 2012, Exhibit "B", Expenditures Pre-Approval Form, and Exhibit "C", Expenditures Claim Form, are due on or before April 30, 2012.** Payment shall be mailed to: Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, or at such other place as DISTRICT may designate in writing.

B. DISTRICT shall not claim reimbursement for items as described in Exhibit "A", Sample List of Program Activities, provided under this AGREEMENT.

C. SUPERINTENDENT may withhold or delay any payment should DISTRICT fail to comply with any of the provisions set forth in this AGREEMENT.

D. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by the Orange County Children and Families Commission. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT fiscal obligations hereunder shall be limited to a pro rated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when

received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

5.0 INDEPENDENT CONTRACTOR. DISTRICT is and at all times to be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and DISTRICT. DISTRICT assumes the responsibility for the acts and omissions of its employees or agents as they relate to the services to be provided. DISTRICT, its officers, agents and employees, shall not be entitled to any rights, and/or privileges of SUPERINTENDENT'S employees and shall not be considered in any manner to be SUPERINTENDENT'S employees.

6.0 HOLD HARMLESS/INDEMNIFICATION.

A. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any negligent acts or omissions of employees, agents, or officers of DISTRICT during the period of this AGREEMENT.

B. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any negligent acts or omissions of employees, agents, or

officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

7.0 COPYRIGHT/TRADEMARK/PATENT. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of SUPERINTENDENT and cannot be used without SUPERINTENDENT'S prior express written permission. SUPERINTENDENT 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 SUPERINTENDENT. Therefore, all matters produced and created by DISTRICT for SUPERINTENDENT'S School Readiness Initiative Grant Program shall become the property of SUPERINTENDENT.

8.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age or sex of such persons.

9.0 APPLICABLE LAW. The services completed herein must meet the approval of the SUPERINTENDENT'S general right of inspection to secure the satisfactory completion thereof. DISTRICT 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 DISTRICT, DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

10.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of the SUPERINTENDENT.

11.0 RETENTION OF RECORDS. DISTRICT shall preserve and make available, to SUPERINTENDENT and the State of California, all records for a period of five (5) years from the date of final payment under this AGREEMENT, and for such a longer period, if any, as is required by applicable statute, or by any other clause of this AGREEMENT.

12.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

13.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT or DISTRICT with or without cause, upon the giving of thirty (30) days prior written notice to the other party.

14.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) 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 (3rd) 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. As of the date of this AGREEMENT the addresses of the parties are as follows:

DISTRICT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

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

16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

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IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: Debbi Keeler
Authorized Signature

PRINT NAME: Debbi Keeler

TITLE: Director, Early Childhood Progs.

DATE: October 11, 2011

95-2321055
TAXPAYER IDENTIFICATION NUMBER

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: Patricia McCaughey
Authorized Signature

PRINT NAME: Patricia McCaughey

TITLE: Coordinator

DATE: September 22, 2011

CUSD-SchoolReadiness(37377)12
ZIP4

Sample List of Program Activities

(Pre-Approval is ***REQUIRED*** for ***ALL*** activities)


Preschool GLAD Training (Retained Cost)


Early Language and Literacy Classroom Observation Training (ELLCO)


Early Childhood Environment Rating Scale-R (ECERS)


Center for Improving the Readiness of Children for Learning and Education Transitions (CIRCLE)


Preschool Learning Foundations


Assessment and Observation – data to drive training and instruction


Desired Results Development Profile – Revised (DRDP-R)


Latino Family Literacy Project


Other appropriate training and training materials pre-approved by the OCDE School Readiness Coordinator


Food, Mileage, Lodging, Travel Expenses


Training not pre-approved by the OCDE School Readiness Coordinator


Substitute Teachers/Extra work hours stipends


Other

Exhibit "B"

WILLIAM M. HABERMEHL
County Superintendent of Schools

School Readiness Program
Training & Technical Assistance Funding

Services for Early Education & Development

Expenditures Pre-Approval Form

Submit Form To:
Orange County Department of Education
Krista Murphy
Project Specialist, School Readiness
FAX: 714.437.5446
E-Mail: kmurphy@ocde.us

School District: _____

Date Submitted: _____

Expenditure Description	Amount
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost	
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost	
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost	
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost	
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost	
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost	
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost	
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost	

Required Attachments:

Conferences/Trainings – Flier, Registration Form, and List of Attendees

Materials – List of Materials to include vendor name, shipping cost, taxes, and any additional costs in excess of actual materials.

Retained Costs:

Some OCDE Provided Trainings/Materials may be considered retained costs (i.e. Preschool GLAD, SEED Trainings) which require no Purchase Order. Please contact Mary Johnson @ 714.327.1076 or mjohnson@ocde.us to verify the nature of your transaction.

Approval: _____ _____

Krista Murphy, Project Specialist, School Readiness — Date

230

WILLIAM M. HABERMEHL
County Superintendent of Schools

School Readiness Program
Training & Technical Assistance Funding

Exhibit "C"

Services for Early Education & Development

Expenditures Claim Form

Submit Form To:
Orange County Department of Education
Krista Murphy
Project Specialist, School Readiness
FAX: 714.437.5446
E-Mail: kmurphy@ocde.us

School District: _____

Date Submitted: _____

Expenditure Description	Pre-Approval Date	Amount
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost		
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost		
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost		
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost		
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost		
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost		
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost		
Vendor Name: ☐ Materials ☐ Conference/Training ☐ Retained Cost		

Required Attachments:

Conferences/Trainings – Copy of paid purchase order and Copy of sign-in Sheet
Materials – Copy of paid purchase order

Retained Costs:

Attachments for retained costs (e.g. sign-in sheets for Preschool GLAD, SEED trainings) will be attached by OCDE.

Approval: _____ _____
Krista Murphy, Project Speci Date

231

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 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
311927		VOID	VOID	0.00
311928	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	4,648.23
311929	1	JOSTENS	SplsNonI/Sch Adm /SJHHS	145.48
311930	1	BIO RAD LABORATORIES	InstMtls/Instrctn/SJHHS	290.38
311931	1	CA DEPT OF EDUCATION	CnfrNonI/SupvAdmn/Dstrctwd	300.00
311932	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Reilly	172.38
311933	1	GOPHER ATHLETIC	InstMtls/Instrctn/ANHS	512.46
311934	1	DELL FINANCIAL SERVICES	Debt Ser/Dbt Serv/VdelMarE	16,061.40
311935	1	DEAFINITELY PROFESSIONAL	Serv&Op /GuidCnsl/Dstrctwd	620.00
311936		VOID	VOID	0.00
311937	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/SJHHS	345.00
311938	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	1,000.00
311939	1	SPARKLETTS	InstMtls/Instrctn/DHHS	100.00
311940	1	CALSPRA/SAN JOAQUIN COUNTY	CnfrNonI/Pub Info/Dstrctwd	149.00
311941	1	CARD INTEGRATORS	SplsNonI/Prsnl:HR/Dstrctwd	456.78
311942	1	CAMCOR INC	NonCapEq/Instrctn/Oak Grv	6,429.68
311943	1	INTERNATIONAL BACCALAUREATE	Conf:Ins/Instrctn/CVHS	675.00
311944	1	CDWG Inc	St Rcpts/Undesig /Dstrctwd	190.59
311945	1	DANBRU WIRE & CABLE INC	SplsNonI/TIS /Dstrctwd	127.99
311946	1	DIGITAL NETWORKS GROUP	NonCapEq/Instrctn/MFMS	10,340.95
311947	1	CENTER FOR AUTISM &	NPA /NPA /Dstrctwd	18,069.00
311948	1	CENTER FOR AUTISM &	NPA /NPA /Dstrctwd	1,800.00
311949	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	218.30
311950	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Malcom	250.00
311951	1	WOODBURN PRESS	InstMtls/Instrctn/BAMS	156.94
311952	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	1,462.17
311953	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/MFMS	1,200.00
311954	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	6,124.95
311955	1	CCIS	CnfrNonI/SupvAdmn/Dstrctwd	700.00
311956	1	DEL SOL BOOKS	InstMtls/Instrctn/Las Palm	59.21
311957	1	HANDWRITING W/O TEARS	InstMtls/SDCInstr/Del Obis	123.64
311958		VOID	VOID	0.00
311959	1	UNIVERSITY OF OREGON/SWIS	InstMtls/Instrctn/Marblehd	250.00
311960	1	NATIONAL GEOGRAPHIC BEE	Serv&Op /Instrctn/AVMS	90.00
311961	1	SCANTRON	InstMtls/Instrctn/Kinoshta	610.94
311962	1	BRAIN POP LLC	InstMtls/Instrctn/Chaparal	195.00
311963	1	APPERSON EDUCATION PRODUCTS	InstMtls/Instrctn/CVHS	2,100.00
311964	1	FREESTYLE PHOTO SUPPLIES	InstMtls/Instrctn/DHHS	2,700.00
311965	12	FERGUSON, ERIN	ParntFee/Undesig /Dstrctwd	285.00
311966	1	DANBRU WIRE & CABLE INC	InstMtls/Instrctn/FNMS	88.31
311967	12	FURNISH, LEIGHANN	ParntFee/Undesig /Dstrctwd	285.00
311968	12	HOTTINGER, ALLISON	ParntFee/Undesig /Dstrctwd	490.00
311969	12	LEONARD, MARYDALE	ParntFee/Undesig /Dstrctwd	490.00
311970	12	NAJM, KASSY	ParntFee/Undesig /Dstrctwd	285.00
311971	12	STEVENSON, CATALINA	ParntFee/Undesig /Dstrctwd	285.00

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 2011

PO No.	Fund	Vendor	Description	Amount
311972	12	TITIZIAN, ALEXANDRA	ParntFee/Undesig /Dstrctwd	285.00
311973	1	MACMILLAN/MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	1,996.49
311974	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	3,084.61
311975	1	THINK SOCIAL PUBLISHING	InstMtls/SEOthIns/Dstrctwd	325.41
311976	1	PHONAK INC	Rntl:Oth/HlthServ/Dstrctwd	70.00
311977	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	345.00
311978	1	DANBRU WIRE & CABLE INC	SplsNonI/TIS /Dstrctwd	4,000.00
311979	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	150.00
311980	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	150.00
311981	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	345.00
311982	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	180.00
311983	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	150.00
311984	1	DICK BLICK WEST	InstMtls/Instrctn/DHHS	1,500.00
311985	1	SIEMENS HEARING INST	SplsNonI/HlthServ/Dstrctwd	431.25
311986	1	ORANGE COUNTY DEPT OF EDUC	SplsNonI/SupvAdmn/Dstrctwd	176.63
311987	1	SHAHBAZI, SHEILA AND	Serv&Op /Aid:Inst/Dstrctwd	2,000.00
			Serv&Op /SEOthIns/Dstrctwd	7,000.00
			Legal /SupvAdmn/Dstrctwd	7,000.00
311988	1	ACADEMIC THERAPY PUBL	SplsNonI/PsychSer/Dstrctwd	164.85
311989	1	QUINN RENTAL SERVICES	Rnt&Repr/Instrctn/SCHS	203.17
311990	1	SPRINT/NEXTEL COMMUNICATIONS	SplsNonI/PuplTran/Dstrctwd	38.78
311991	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/San Juan	278.25
311992	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/SCHS	2,730.00
311993	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/SMS	2,503.92
311994	1	GOPHER ATHLETIC	InstMtls/Instrctn/ANHS	146.28
			InstMtls/CurAthlt/ANHS	1,071.90
311995	1	ORANGE COUNTY DEPT OF EDUC	CnsltNon/HlthServ/Dstrctwd	6,500.00
311996	1	LANGUAGE NETWORK	Serv&Op /GuidCnsl/DJAMS	300.00
311997	1	MARY MERCHANT	CnsltNon/StDev In/Dstrctwd	1,050.00
311998	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/SJHHS	5,140.00
311999	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Las Palm	1,001.70
312000	1	MIRACLE PLAYGROUND SALES	SplsNonI/RR:Bldgs/Ambuehl	31.83
312001	1	BIG TEX TRAILERS WEST	NonCapEq/Op:Grnds/Dstrctwd	5,289.13
312002	13	M-S CASH DRAWER LLC	Comptr /FoodServ/Dstrctwd	39,105.15
312003		VOID	VOID	0.00
312004	1	CHARTER SCHOOLS DEVELOPMENT	CnfrNonI/SupvAdmn/Dstrctwd	790.00
312005	25	ORANGE COUNTY FIRE AUTHORITY	Serv&Op /Fac Acq /Dstrctwd	387.00
312006	1	SPARKLETTS	SplsNonI/Sch Adm /Wood Cyn	300.00
312007	1	SCOTT FORESMAN	InstMtls/Instrctn/San Juan	892.49
312008	1	HOLT MCDOUGAL	K-8Textb/Instrctn/Dstrctwd	195.67
312009	1	HOLT MCDOUGAL	9-12Text/Instrctn/Dstrctwd	3,269.33
312010	1	KEY GOVERNMENT FINANCE INC	CompTech/Grph Art/	27,731.74
312011	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	622.02
312012	1	JOURNEY WORKS PUBLISHING	SplsNonI/GuidCnsl/FRC:AnxI	202.53
312013	1	FITNESS FINDERS INC	InstMtls/Instrctn/RH Dana	516.97
312014	1	BLU-WISE MGMT INC	SplsNonI/PrntPart/San Juan	183.09
312015	1	UNIVERSITY OF OREGON/SWIS	InstMtls/Instrctn/RH Dana	300.00
312016	1	PREMIER SCHOOL AGENDAS	InstMtls/Instrctn/Chaparal	1,228.24
312017	1	GOPHER ATHLETIC	InstMtls/Instrctn/CVHS	215.40
312018	1	OCEAN INSTITUTE	Serv&Op /Instrctn/RH Dana	1,390.00
312019		VOID	VOID	0.00

PO BOARD LISTING

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 2011

PO No.	Fund	Vendor	Description	Amount
312020	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/Castille	46,360.00
312021	1	PERMA-BOUND	InstMtls/Instrctn/RH Dana	1,495.30
312022	1	LOYER, LAW OFFICES OF KATHLEEN	Serv&Op /SEOthIns/Dstrctwd	95,000.00
312023	1	LOYER, LAW OFFICES OF KATHLEEN	Legal /SupvAdmn/Dstrctwd	35,000.00
312024	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Concordi	798.37
312025	1	J & J DOOR CLOSER SERVICE INC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
312026	1	CALLOWAY HOUSE INC	InstMtls/SDCInstr/Del Obis	95.66
312027	12	CHANDLER, AMY	ParntFee/Undesig /Dstrctwd	498.75
312028	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/GrgWhite	3,533.70
312029	12	ASHRAFI, SHEILA	ParntFee/Undesig /Dstrctwd	818.00
312030	1	EXPANDING EXPRESSION	InstMtls/Spch Aud/Dstrctwd	269.75
312031	1	ACADEMIC INDUSTRIES MATHTOOLS	InstMtls/Instrctn/Dstrctwd	2,621.00
312032	1	COLLEGE BOARD PUBLICATIONS	InstMtls/Instrctn/CVHS	131.87
312033	1	ACTION LEARNING SYSTEMS INC	CnsltIns/Instrctn/Dstrctwd	4,000.00
312034	1	DAVID TAUSSIG ASSOC INC	Serv&Op /M-R Reim/Dstrctwd	10,000.00
312035	1	WINGARD, RICHARD AND LORENA	Serv&Op /HlthServ/Dstrctwd	10,250.00
312036	1	LAW OFFICE OF MAUREEN GRAVES	Legal /SupvAdmn/Dstrctwd	8,000.00
312037	1	ACTION LEARNING SYSTEMS INC	CnsltIns/Instrctn/Dstrctwd	6,000.00
312038	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Kinoshta	10,089.07
312039	1	PSYCHOLOGICAL CORP	SplsNonI/HlthServ/Dstrctwd	791.51
312040	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Wood Cyn	245.94
312041	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Malcom	4,304.08
312042		VOID	VOID	0.00
312043	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/FNMS	4,397.50
312044	1	BULBTRONICS INC.	SplsNonI/M&OUnrOH/Dstrctwd	452.56
312045	1	SUMMIT SUPPLY CORP	SplsNonI/RR:Bldgs/Dstrctwd	2,000.00
312046	1	THOUSAND PINES OUTDOOR SCHOOL	FieldTrp/Instrctn/Bergeson	15,949.44
312047	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	182.49
312048	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DHHS	94.72
312049	1	COMMUNITY PLAYTHINGS	NonCapEq/Instrctn/Dstrctwd	3,159.23
312050	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/MFMS	154.40
312051	1	INDUSTRIAL FORMULATORS INC	SplsNonI/Custodil/Dstrctwd	219.57
312052	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Ambuehl	861.71
312053	1	CAMCOR INC	InstMtls/Instrctn/DJAMS	175.88
312054	1	MILLER MECHANICAL	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
312055	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/SMS	9,382.05
312056	1	AZTEC CONTAINER	Rntl:Oth/RR:Bldgs/SMS	595.00
312057	1	SPECIALTY EQUIPMENT CO	SplsNonI/Dist Veh/Dstrctwd	2,367.51
312058	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/SCHS	5,255.95
312059	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/SCHS	6,778.00
312060	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/Viejo	3,089.00
312061	1	SCHOOL HEALTH CORP	SplsNonI/Sch Adm /LFMS	172.95
			SplsNonI/Sch Adm /LF Elem	89.80
312062	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	4,778.02
312063	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	1,595.39
312064	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	34,262.50
312065	1	POSNER, CARLA AND/OR BRUCE	NPS /NPS /Dstrctwd	7,204.00
312066	1	ALVARADO, CYNTHIA	NPS /PuplTran/Dstrctwd	3,073.95
312067	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/PrntPart/Kinoshta	1,593.62

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 2011

PO No.	Fund	Vendor	Description	Amount
312068	1	GOV CONNECTION INC	InstMtls/Instrctn/Dstrctwd	17,145.96
312069	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	4,583.04
312070	1	PEARSON EDUCATION	K-12Text/Instrctn/CVHS	1,089.72
312071	13	EKON-O-PAC INC.	Food Sup/FoodServ/Dstrctwd	369.41
312072	1	PRO-ED	SplsNonI/Spch Aud/Dstrctwd	475.71
312073	1	MENTORING MINDS	SplsNonI/SupvAdmn/Dstrctwd	818.36
312074	1	ORIENTAL TRADING CO	InstMtls/HlthServ/Dstrctwd	70.18
312075	1	LINGUI SYSTEMS INC	InstMtls/Spch Aud/Dstrctwd	160.39
312076	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	30,243.70
312077		VOID	VOID	0.00
312078	1	LINGUI SYSTEMS INC	InstMtls/Spch Aud/Dstrctwd	93.53
312079	1	LINGUI SYSTEMS INC	SplsNonI/Spch Aud/Dstrctwd	226.01
312080	1	LINGUI SYSTEMS INC	InstMtls/Spch Aud/Dstrctwd	45.20
312081	1	SCHOOL SPECIALTY	SplsNonI/HlthServ/Dstrctwd	121.43
312082		VOID	VOID	0.00
312083	1	SCHOOL SPECIALTY	SplsNonI/HlthServ/Dstrctwd	20.79
312084	1	SUPER DUPER INC.	InstMtls/Spch Aud/Dstrctwd	291.60
312085	1	SUPER DUPER INC.	InstMtls/Spch Aud/Dstrctwd	155.97
312086	1	SUPER DUPER INC.	InstMtls/Spch Aud/Dstrctwd	58.08
312087	1	JANELLE PUBLICATIONS INC	InstMtls/Spch Aud/Dstrctwd	32.94
312088	1	WEEKLY READER/PUBL & SUB	InstMtls/Instrctn/CanVistE	813.78
312089	1	TIME FOR KIDS	InstMtls/Instrctn/CanVistE	588.00
312090	1	CURRICULUM ASSOCIATES	InstMtls/Instrctn/OsoGrand	3,926.73
312091	1	STAPLES BUSINESS ADVANTAGE	SplsNonI/PrntPart/Kinoshta	39.76
312092	1	PEARSON K-12 CURRICULUM	InstMtls/Instrctn/Palisade	405.68
312093	1	VALIANT IMC	SplsNonI/PrntPart/Kinoshta	674.52
312094	1	TUNED INTO LEARNING	InstMtls/Spch Aud/Dstrctwd	70.60
312095	1	GOLDEN STAR TECHNOLOGY INC.	SplsNonI/PrntPart/Kinoshta	314.80
312096	1	PEARSON EDUCATION	SplsNonI/SupvAdmn/Dstrctwd	4,427.39
312097	1	COSTCO S.J.C.	SplsNonI/PrntPart/Kinoshta	446.90
312098	1	PEARSON ASSESSMENTS	SplsNonI/Spch Aud/Dstrctwd	403.81
312099	1	BEYOND PLAY	InstMtls/Spch Aud/Dstrctwd	109.00
312100	1	FOLLETT EDUCATIONAL SERVICES	InstMtls/Instrctn/San Juan	138.79
312101	1	CAMCOR INC	NonCapEq/SupvAdmn/Dstrctwd	965.69
312102	1	HAMERAY PUBLISHING GROUP	InstMtls/Instrctn/Viejo	1,053.80
312103	1	UNITED COMMUNICATION SYSTEMS	SplsNonI/Sch Adm /Viejo	2,968.95
312104	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/San Juan	560.30
312105	1	EMC CORPORATION	Serv&Op /TIS /Dstrctwd	5,999.95
312106	1	SANTILLANA PUBL CO	InstMtls/Instrctn/Viejo	258.49
312107	1	DEL SOL BOOKS	InstMtls/Instrctn/Viejo	837.48
312108	1	DAY LITE MAINTENANCE	Rntl:Oth/RR:Bldgs/DHHS	4,909.85
312109	1	KNORR POOL SYSTEMS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	40,000.00
312110	1	BARBER & GONZALES CONSULTING	Serv&Op /StaffNeg/Dstrctwd	30,000.00
312111	1	CAPPO INC - OC MAVERICKS	CnfrNonI/Purch /Dstrctwd	230.00
312112	1	STAPLES ADVANTAGE	SplsNonI/Sch Adm /ArroyoEl	205.52
312113	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Enterprs/SMS	13.04
312114	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/OsoGrand	1,000.00
312115	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DJAMS	500.00
312116	1	CASBO	CnfrNonI/Sch Adm /LFMS	295.00
312117	11	PC MALL GOV	Serv&Op /Instrctn/Dstrctwd	61.20

PO BOARD LISTING

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 2011

PO No.	Fund	Vendor	Description	Amount
312118	1	DELL COMPUTER	NonCapEq/Enterprs/Dstrctwd	1,248.61
312119	1	CAMBRIDGE UNIV PRESS	K-12Text/Instrctn/CVHS	560.51
312120	1	SYMANTEC CORPORATION	Serv&Op /TIS /Dstrctwd	4,975.00
312121	1	PEARSON ASSESSMENTS	SplsNonI/HlthServ/Dstrctwd	53.50
312122	1	PEARSON ASSESSMENTS	SplsNonI/Spch Aud/Dstrctwd	1,232.36
312123	1	ORIENTAL TRADING CO	InstMtls/SEOthIns/Dstrctwd	50.92
312124	1	SCHOOL SPECIALITY	InstMtls/RSPInstr/LFMS	750.00
312125	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Viejo	686.82
312126	1	ORANGE COUNTY REGISTER	SplsNonI/Sch Adm /SCHS	168.09
312127	1	DELL COMPUTER	NonCapEq/Fac Acq /Oxford	5,269.56
312128	1	TRANSTRAKS	Serv&Op /PuplTran/Dstrctwd	1,275.00
312129	1	ACSI	CnfrNonI/SupvAdmn/Dstrctwd	2,047.00
312130	1	SMART & FINAL IRIS #399	InstMtls/SDCInstr/Dana ENF	2,000.00
312131	1	DOHENY BUILDERS SUPPLY	SplsNonI/Sch Adm /Dstrctwd	500.00
312132	1	NILES BIOLOGICAL	SplsNonI/Sch Adm /Dstrctwd	1,200.00
312133	1	DISCOUNT OFFICE SERVICES	SplsNonI/Sch Adm /Dstrctwd	500.00
312134	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/BAMS	1,000.00
312135	1	THOMAS KELLY SOFTWARE ASSOC	Serv&Op /Instrctn/Dstrctwd	7,000.00
312136	1	ULTIMATE OFFICE	SplsNonI/SupvAdmn/Dstrctwd	745.40
312137	1	MEET THE MASTERS	Serv&Op /Instrctn/GrgWhite	7,032.93
312138	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Bathgate	250.00
312139	1	MEET THE MASTERS	CnsltIns/Instrctn/RH Dana	3,374.74
312140	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	1,500.00
312141	1	DICK BLICK WEST	InstMtls/Instrctn/Dstrctwd	500.00
312142	1	DISCOUNT OFFICE SERVICES	SplsNonI/Pub Info/Dstrctwd	1,000.00
312143	1	MEET THE MASTERS	CnsltIns/Instrctn/VdelMarE	6,574.97
312144	1	GRAYMARK	InstMtls/Instrctn/MFMS	750.00
312145	1	GANAHL LUMBER	InstMtls/Instrctn/MFMS	750.00
312146	1	PAXTON/PATTERSON	InstMtls/Instrctn/DHHS	1,343.86
			Serv&Op /Instrctn/DHHS	16,000.00
312147	1	MAIER INTERNATIONAL INC	Rnt&Repr/M&O /Dstrctwd	23,723.00
312148	1	WOODWIND & BRASSWIND	InstMtls/Instrctn/Dstrctwd	1,000.00
312149	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	45.00
312150	1	SMITH, LOZANO	CnfrNonI/SupvAdmn/Dstrctwd	75.00
312151	1	CASTO CHAPTER 2	CnfrNonI/PuplTran/Dstrctwd	175.00
312152	1	HITT MARKING DEVICE	SplsNonI/Sch Adm /BAMS	38.06
312153	1	LEARNING A-Z	Serv&Op /Instrctn/Las Palm	533.13
312154	1	XEROX CORPORATION	Rnt&Repr/DW Unrst/Dstrctwd	157,947.45
			Rnt&Repr/Instrctn/VarSites	1,057,032.93
312155	1	XEROX CORPORATION	Rnt&Repr/Grph Art/Dstrctwd	304,038.22
312156	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /SJHHS	296.31
312157	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Concordi	1,473.26
312158	1	CAMCOR INC	InstMtls/Instrctn/MFMS	308.41
312159	1	DEAFINITELY PROFESSIONAL	Serv&Op /GuidCnsl/Dstrctwd	150.00
312160	1	CR&R INCORPORATED	Op&Hskpg/Opr:Util/Dstrctwd	80,000.00
312161	68	MCMAHAN DESK INC	SplsNonI/Enterprs/Dstrctwd	320.02
312162	68	MCMAHAN DESK INC	SplsNonI/Enterprs/Dstrctwd	274.76
312163	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/Tesoro	441.24
312164	1	P A THOMPSON ENGINEERING CO	NonCapEq/Sch Adm /Chaparal	8,482.76
312165	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/Palisade	397.11

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 2011

PO No.	Fund	Vendor	Description	Amount
312166	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Bathgate	4,285.06
312167		VOID	VOID	0.00
312168	1	HEWLETT-PACKARD COMPANY	InstMtls/Enterprs/NHMS	44.12
312169	1	CAMCOR INC	NonCapEq/Instrctn/San Juan	1,837.05
312170	1	IMAGE 2000	SplsNonI/Sch Adm /San Juan	1,200.00
312171	1	ALISO VIEJO COMMUNITY ASSN	Rntl:Oth/RR:Bldgs/Dstrctwd	7,228.00
312172	1	PEARSON EDUCATION	SplsNonI/SupvAdmn/Dstrctwd	1,212.31
312173	1	PEARSON EDUCATION	SplsNonI/SupvAdmn/Dstrctwd	1,895.10
312174	1	NETWORK HARDWARE RESALE	SplsNonI/TIS /Dstrctwd	1,306.00
312175	13	HUBERT	SmlEquip/FoodServ/Dstrctwd	384.37
312176	13	SNA	Dues&Mmb/FoodServ/Dstrctwd	101.75
312177	1	SPARKLETTS	SplsNonI/Sch Adm /Dana ENF	900.00
312178	1	SPARKLETTS	SplsNonI/Grph Art/Dstrctwd	181.67
312179	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	782.27
312180	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	272.13
312181	1	RED RIBBON RESOURCES	InstMtls/Instrctn/OsoGrand	75.37
312182	1	DISCOUNT OFFICE SERVICES	InstMtls/Instrctn/Dstrctwd	42.28
312183	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Lgna Nig	166.38
312184	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Del Obis	180.63
312185	1	BUREAU EDUCATION & RESEARCH	Serv&Op /Instrctn/AlisoVjo	738.00
312186	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/San Juan	593.68
312187	1	SHARPAT SCAN KITS	InstMtls/Instrctn/Ambuehl	417.07
			InstMtls/Instrctn/Bathgate	489.92
			InstMtls/Instrctn/Benedict	52.83
			InstMtls/Instrctn/CanVistE	453.90
			InstMtls/Instrctn/Del Obis	161.70
			InstMtls/Instrctn/Don Juan	161.70
			InstMtls/Instrctn/Hiddn Hl	308.19
			InstMtls/Instrctn/LadraElm	709.26
			InstMtls/Instrctn/Lgna Nig	161.70
			InstMtls/Instrctn/LF Elem	52.83
			InstMtls/Instrctn/Las Palm	672.43
			InstMtls/Instrctn/Moulton	745.29
			InstMtls/Instrctn/Oak Grv	489.92
			InstMtls/Instrctn/OsoGrand	887.80
			InstMtls/Instrctn/RH Dana	271.37
			InstMtls/Instrctn/Reilly	206.53
			InstMtls/Instrctn/San Juan	599.58
			InstMtls/Instrctn/Tijeras	599.58
			InstMtls/Instrctn/Viejo	563.56
312188	1	PEARSON LEARNING	InstMtls/Instrctn/Las Palm	361.23
312189	1	SMITH, LOZANO	CnfrNonI/SupvAdmn/Dstrctwd	450.00
312190	1	SCHOLASTIC INC	Bks&Ref /Instrctn/San Juan	894.64
312191		VOID	VOID	0.00
312192	1	HOUGHTON MIFFLIN HARCOURT PUB	InstMtls/RSPInstr/Palisade	175.52
312193	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Viejo	389.20
312194	1	ACHIEVEMENT PRODUCTS	SplsNonI/HlthServ/Dstrctwd	171.79
312195	1	ULINE	InstMtls/SEOthIns/Dstrctwd	176.71
312196		VOID	VOID	0.00
312197	1	THINK SOCIAL PUBLISHING	InstMtls/SEOthIns/Dstrctwd	407.74

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 2011

PO No.	Fund	Vendor	Description	Amount
312198	1	TEACHING STRATEGIES INC	InstMtls/SDCInstr/Dstrctwd	2,508.96
312199	1	ALEKS	CnsltIns/Instrctn/MFMS	3,500.00
312200	1	ACTION LEARNING SYSTEMS INC	InstMtls/Instrctn/Crn Vlly	1,011.37
312201	1	ABLENET INC	InstMtls/SEOthIns/Dstrctwd	128.22
312202	1	MCGRAW-HILL/SRA	InstMtls/RSPInstr/ArroyoEl	204.36
312203	1	LAKESHORE LEARNING MATERIALS	InstMtls/Spch Aud/Dstrctwd	268.40
312204	1	TROXELL COMMUNICATIONS INC	InstMtls/Libr&Med/VdelMarE	99.67
312205	1	ACHIEVEMENT PRODUCTS	SplsNonI/HlthServ/Dstrctwd	196.22
312206	1	THERAPRO	SplsNonI/HlthServ/Dstrctwd	128.94
312207	1	THERAPRO	SplsNonI/HlthServ/Dstrctwd	46.45
312208	1	GOV CONNECTION INC	InstMtls/Instrctn/Dstrctwd	251.36
312209	1	VONS C/O SAFEWAY INC	InstMtls/Instrctn/DJAMS	1,500.00
312210	1	TIME FOR KIDS	InstMtls/Instrctn/CanVistE	1,020.60
312211	1	WILLIAM H SADLIER INC	InstMtls/RSPInstr/Lgna Nig	158.08
312212	12	ZALE, PAULINA	ParntFee/Undesig /Dstrctwd	516.00
312213	12	VURPILLAT, ALLISON	ParntFee/Undesig /Dstrctwd	555.00
312214	12	TOMCZAK, STEFANI	ParntFee/Undesig /Dstrctwd	543.00
312215	12	PETHTEL, MICHELLE	ParntFee/Undesig /Dstrctwd	385.00
312216	1	SCOTT FORESMAN	InstMtls/Instrctn/Las Palm	2,758.62
312217	1	WESTERN PSYCHOLOGICAL SERVICES	SplsNonI/PsychSer/Dstrctwd	1,742.70
312218	1	RIVERSIDE PUBLISHING CO	SplsNonI/PsychSer/Dstrctwd	726.90
312219	1	CAPISTRANO CONNECTIONS ACADEMY	InLieuTx/Undesig /Connectn	1,115,008.00
312220	1	LAKESHORE LEARNING MATERIALS	SplsNonI/SupvAdmn/Dstrctwd	840.65
312221	1	LAKESHORE LEARNING MATERIALS	InstMtls/SEOthIns/Dstrctwd	2,453.47
312222	1	OAK GROVE INSTITUTE	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	1,603.85
			Sub MHBC/NPS /Dstrctwd	87,087.00
312223	1	ALPINE ACADEMY	Residtl /NPS /Dstrctwd	814.50
312224	1	MAYER-JOHNSON CO	InstMtls/SEOthIns/Dstrctwd	2,479.10
312225	1	MCGRAW-HILL/SRA	InstMtls/SEOthIns/Dstrctwd	7,261.27
312226	1	LAKESHORE LEARNING MATERIALS	InstMtls/SEOthIns/Dstrctwd	494.94
312227	1	JOURNEY CHARTER SCHOOL	InLieuTx/Undesig /Journey	1,054,965.00
312228	1	AV WINDOW PROS	Rntl:Oth/RR:Bldgs/Dstrctwd	1,595.99
312229		VOID	VOID	0.00
312230	1	SOUTHERN CA BOILER INC	Rntl:Oth/RR:Bldgs/DHHS	3,000.00
312231	1	SCHOOL SPECIALTY	InstMtls/Instrctn/MFMS	553.51
312232	1	CAMCOR INC	NonCapEq/Enterprs/AVMS	1,084.46
312233	1	GOLDEN STAR TECHNOLOGY INC.	SplsNonI/SupvAdmn/Dstrctwd	84.41
312234	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/DHHS	50.10
312235	1	ARIEL SUPPLY	SplsNonI/SEOthIns/Dstrctwd	51.56
312236	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/LFMS	1,534.00
312237	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/SCHS	2,296.00
312238	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/Hiddn Hl	3,481.00
312239	1	ANDY'S DRYWALL	Rntl:Oth/RR:Bldgs/Hiddn Hl	8,600.00
312240	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Serra	5,180.00
312241	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/DHHS	2,400.00
312242	1	IMAGE 2000	InstMtls/Instrctn/Palisade	342.65
312243	1	CURTIS WINDOW COVERINGS	SplsNonI/Sch Adm /Las Palm	176.07
312244	1	AUDITORY INSTRUMENTS	Rnt&Repr/Instrctn/CVHS	33.87
312245	1	CAMCOR INC	NonCapEq/Instrctn/LadraElm	2,688.31

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 2011

PO No.	Fund	Vendor	Description	Amount
312246	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/Serra	13,805.00
312247	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/LadraElm	95.84
312248	68	STAPLES BUSINESS ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	284.21
312249	68	STAPLES BUSINESS ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	156.24
312250	1	COMMUNICATIONS USA	InstMtls/Instrctn/LadraElm	408.83
312251	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/Benedict	278.00
312252	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/San Juan	1,648.09
312253	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/LadraElm	299.62
312254	1	CARLOS GUZMAN INC	Rntl:Oth/PuplTran/Dstrctwd	30,000.00
312255	1	A Z BUS SALES INC	Rntl:Oth/PuplTran/Dstrctwd	19,395.00
312256	1	CAMCOR INC	InstMtls/SEOthIns/Dstrctwd	4,592.63
312257	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/SEOthIns/Dstrctwd	4,111.20
312258	1	COMMUNITY ROOTS	Sus Clrg/Undesig /Dstrctwd	36,631.00
312259	1	LAKESHORE LEARNING MATERIALS	InstMtls/SEOthIns/Dstrctwd	138.02
312260	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	25,000.00
312261	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/CVHS	147.53
312262	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/DHHS	52.00
312263	1	ACTION LEARNING SYSTEMS INC	InstMtls/Instrctn/Lobo	1,367.55
312264	1	MY DESK BUDDY	InstMtls/Instrctn/LFMS	521.51
312265		VOID	VOID	0.00
312266	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/AVMS	1,413.00
312267	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/SMS	11,322.00
312268	1	TIME FOR KIDS	InstMtls/Instrctn/San Juan	114.30
312269	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Hankey	2,581.38
312270	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/VDMMS	150.00
312271	1	ATG REHAB	SplsNonI/HlthServ/Dstrctwd	2,449.05
312272	1	FARIBORZ, SURUR FAZELI	NPS /PuplTran/Dstrctwd	3,593.52
312273	1	DRAKE, TERI AND GLEN	Residtl /NPS /Dstrctwd	2,100.00
312274	12	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	4,500.00
312275	12	WAL MART S.C.	InstMtls/Instrctn/Dstrctwd	500.00
312276	12	DISCOUNT OFFICE SERVICES	SplsNonI/SupvAdmn/Dstrctwd	1,000.00
312277	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	500.00
312278	1	WAL MART L.N.	InstMtls/SEOthIns/Dstrctwd	666.66
312279	1	C & L CUSTOM LETTERING	InstMtls/CurAthlt/SCHS	3,706.19
312280	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	2,000.00
312281	1	BUREAU EDUCATION & RESEARCH	Serv&Op /Instrctn/St Anne	2,309.58
312282	1	BUREAU EDUCATION & RESEARCH	Serv&Op /Instrctn/St Anne	522.00
312283	1	CMC MATH	Serv&Op /Instrctn/St Anne	963.00
312284	1	TANAKA FARM & PUMPKIN PATCH	CnsltIns/Instrctn/San Juan	1,728.00
312285	1	COUNTY OF ORANGE/HERITAGE HILL	FieldTrp/Instrctn/Marblehd	214.00
312286	1	CAMP HIGH TRAILS OUTDOOR	FieldTrp/Instrctn/LadraElm	27,900.00
312287		VOID	VOID	0.00
312288	1	GARY GRIMM & ASSOCIATES	InstMtls/SEOthIns/Dstrctwd	24.06
312289	1	FRANCES KRAMER	CnsltIns/Instrctn/Dstrctwd	1,200.00
312290	1	ACADEMIC THERAPY PUBL	SplsNonI/Spch Aud/Dstrctwd	571.09
312291		VOID	VOID	0.00
312292	1	CONTINENTAL BOOK COMPANY INC	9-12Text/Instrctn/Dstrctwd	781.40
312293	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	50.20
312294	1	PRO-ED	InstMtls/Spch Aud/Dstrctwd	62.41
312295	1	VERNON LIBRARY SUPPLIES INC	SplsNonI/Libr&Med/Dstrctwd	329.98
312296		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 2011

PO No.	Fund	Vendor	Description	Amount
312297	1	HERTZ FURNITURE SYSTEMS	InstMtls/Spch Aud/Dstrctwd	83.14
312298	1	GAYLORD BROS INC	SplsNonI/Libr&Med/Dstrctwd	736.07
312299	1	DEMCO INC	SplsNonI/Libr&Med/Dstrctwd	641.79
312300	1	BRODART CO	SplsNonI/Libr&Med/Dstrctwd	208.60
312301	1	ORANGE COUNTY SCH BOARDS ASSN	CnfrNonI/Board /Dstrctwd	62.00
312302	70	ENVIRONMENTAL MANAGEMENT TECH	Serv&Op /Enterprs/Dstrctwd	700.00
312303	1	BIOMETRICS4ALL INC	Serv&Op /Prsnl:HR/Dstrctwd	960.00
312304	1	ACTION LEARNING SYSTEMS INC	CnsltIns/Instrctn/Dstrctwd	4,000.00
312305	1	BJ BINDERY	Serv&Op /Grph Art/Dstrctwd	7,000.00
312306	1	VAVRINEK TRINE DAY & CO LLP	Serv&Op /Bus/Fisc/Dstrctwd	2,782.26
312307	1	MEET THE MASTERS	CnsltIns/Instrctn/Hiddn Hl	4,169.68
312308	1	MEET THE MASTERS	Serv&Op /Enterprs/Castille	150.00
312309	13	NATIONAL RESTAURANT ASSOC.	OpSupp /FoodServ/Dstrctwd	427.95
312310	12	L-1 ENROLLMENT SERVICES DIV	Serv&Op /Sch Adm /Dstrctwd	4,000.00
312311	1	MISSION VIEJO POST OFFICE	Cmmnctns/Warehse /Dstrctwd	10,000.00
312312	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Reilly	22.15
312313	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Viejo	896.21
312314	1	DELL COMPUTER	NonCapEq/Instrctn/SCHS	1,246.51
312315	12	KEELER, DEBRA	Serv&Op /Sch Adm /Dstrctwd	840.00
312316	1	DELL COMPUTER	NonCapEq/Instrctn/Las Palm	6,648.36
312317	1	DELL COMPUTER	InstMtls/Instrctn/SMS	7,479.06
312318	1	THERAPRO	SplsNonI/HlthServ/Dstrctwd	214.43
312319	1	BEYOND PLAY	InstMtls/SEOthIns/Dstrctwd	71.00
312320	1	LINGUI SYSTEMS INC	InstMtls/Spch Aud/Dstrctwd	178.65
312321	1	DELL COMPUTER	NonCapEq/Sch Adm /CanVistE	1,331.32
312322	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	268.82
312323	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	2,500.00
312324	12	SCHOLASTIC LITERACY PARTNERSHP	InstMtls/Instrctn/Dstrctwd	1,000.00
312325	1	STAPLES ADVANTAGE	SplsNonI/Enterprs/Castille	274.21
312326	1	SPINITAR	NonCapEq/Instrctn/San Juan	5,640.46
312327	1	SATOR SOCCER	InstMtls/Instrctn/Las Palm	1,924.33
312328	1	AARDVARK CLAY	InstMtls/Instrctn/SJHHS	400.00
312329	1	BADEN SPORTS INC	InstMtls/Instrctn/Chaparal	443.92
312330	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	177.25
312331	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Spch Aud/Dstrctwd	34.11
312332	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	201.01
312333	1	DELL COMPUTER	SplsNonI/Sch Adm /LadraElm	1,246.51
312334	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	246.36
312335	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	118.47
312336	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	301.70
312337	1	DENAULT'S HARDWARE	InstMtls/Instrctn/SJHHS	100.00
312338	1	DELL COMPUTER	NonCapEq/CurAthlt/SJHHS	1,331.32
312339	14	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/GrgWhite	5,662.73
312340	1	PESI HEALTHCARE	Conf:Ins/Instrctn/ANHS	379.98
312341	1	CAWS	Serv&Op /Instrctn/CVHS	350.00
312342	1	DYNAMIC MEASUREMENT GROUP	CnfrNonI/SupvAdmn/Dstrctwd	75.00
312343	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Benedict	39,338.00
312344	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	752.90
312345		VOID	VOID	0.00
312346	1	TIME FOR KIDS	InstMtls/Instrctn/Chaparal	2,208.90

PO BOARD LISTING

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 2011

PO No.	Fund	Vendor	Description	Amount
312347	1	REALLY GOOD STUFF	InstMtls/RSPInstr/Lgna Nig	114.16
312348	1	SCHOLASTIC INC	InstMtls/Instrctn/VdelMarE	945.00
312349	1	K12 VIRTUAL SCHOOLS LLC	Serv&Op /Instrctn/WestView	10,000.00
312350	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	370.01
312351	1	OLIVER & ANDY'S BOOK CO	InstMtls/SEOthIns/Dstrctwd	111.01
312352	1	PERMA-BOUND	InstMtls/Libr&Med/DJAMS	736.49
312353	1	ORIENTAL TRADING CO	InstMtls/SEOthIns/Dstrctwd	109.91
312354	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	1,100.00
312355	1	CULVER-NEWLIN INC	InstMtls/Instrctn/SCHS	250.36
312356	1	WAXIE	St Rcpts/Undesig /Dstrctwd	466.77
312357	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	172.00
312358	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	6,318.57
312359	1	BUSINESS RADIO LICENSING	Serv&Op /PuplTran/Dstrctwd	110.00
312360	1	W W GRAINGER INC	SplsNonI/Custodil/Dstrctwd	50,000.00
312361	1	SHARON GRANDINETTE	CnsltNon/SupvAdmn/Dstrctwd	10,000.00
312362	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SpecProj/Dstrctwd	350.00
312363		VOID	VOID	0.00
312364	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Bathgate	1,100.00
312365	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	3,225.97
312366	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/LF Elem	33,250.00
312367	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	6,506.76
312368	1	CAWS	Conf:Ins/Instrctn/SCHS	250.00
312369	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	3,437.45
312370	1	RENAISSANCE PALM SPRINGS	Conf:Ins/Instrctn/MFMS	880.54
312371	1	CMC MATH	Conf:Ins/Instrctn/MFMS	420.00
312372	1	COTO CONSTRUCTION	Rntl:Oth/RR:Bldgs/Hiddn Hl	2,244.00
312373	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/ANHS	854.86
312374	1	COTO CONSTRUCTION	Rntl:Oth/RR:Bldgs/LFMS	1,980.00
312375	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/San Juan	2,511.00
312376	1	COTO CONSTRUCTION	Rntl:Oth/RR:Bldgs/SCHS	1,452.00
312377	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/OsoGrand	3,041.16
312378	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /Serra	354.50
312379	1	CAMCOR INC	InstMtls/Instrctn/BAMS	459.51
312380	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/BAMS	500.00
312381	1	CAMCOR INC	InstMtls/Instrctn/SMS	182.35
312382	1	CAMCOR INC	InstMtls/Instrctn/MFMS	182.35
312383	1	CAMCOR INC	InstMtls/Instrctn/SMS	292.25
312384	1	CAMCOR INC	InstMtls/Instrctn/MFMS	703.52
312385	1	CAMCOR INC	InstMtls/Instrctn/MFMS	292.25
312386	1	IMAGE 2000	InstMtls/Instrctn/Tesoro	475.48
312387	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Tesoro	3,018.19
312388	1	COTO CONSTRUCTION	Rntl:Oth/RR:Bldgs/FNMS	350.00
312389	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Hiddn Hl	1,054.29
312390	1	CREATIVE CONTRACTORS	Serv&Op /Enterprs/Dstrctwd	1,200.00
312391	1	REEL LINK FILMS	Serv&Op /Instrctn/Las Palm	538.75
312392	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /Instrctn/Concordi	571.75
312393	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/VdelMarE	166.28
312394	1	PLAYPOWER LT FARMINGTON	Serv&Op /Enterprs/Dstrctwd	4,207.15
312395	1	ECS IMAGING INCORPORATED	Serv&Op /Pup Serv/Dstrctwd	200.00
312396	1	UNITED COMMUNICATION SYSTEMS	SplsNonI/PrntPart/San Juan	3,822.27

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 2011

PO No.	Fund	Vendor	Description	Amount
312397	1	COMMUNICATIONS USA	InstMtls/Instrctn/VdelMarE	297.43
312398	1	SADDLEBACK GOLF CARS	Rntl:Oth/Sch Adm /ANHS	89.31
312399	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/GrgWhite	685.73
312400	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Bathgate	685.73
312401	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Kinoshta	685.73
312402	1	TANDUS FLOORING INC.	Serv&Op /Enterprs/Dstrctwd	3,066.94
312403	1	TANDUS FLOORING INC.	SplsNonI/RR:Bldgs/Dstrctwd	11,111.47
312404	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	2,616.56
312405	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	2,200.00
312406	1	DICK BLICK WEST	InstMtls/Enterprs/SCHS	988.77
312407	1	RENAISSANCE LEARNING	Serv&Op /Instrctn/MFMS	6,805.91
312408	1	RICK TROW PRODUCTIONS	InstMtls/SEOthIns/Dstrctwd	309.00
312409	1	SANTILLANA PUBL CO	InstMtls/Instrctn/Las Palm	2,439.79
312410	1	PRO-ED	SplsNonI/Spch Aud/Dstrctwd	191.93
312411	1	AARDVARK CLAY	InstMtls/Instrctn/CVHS	900.00
312412	1	ORIENTAL TRADING CO	InstMtls/RSPInstr/Del Obis	55.85
312413	1	ATG REHAB	SplsNonI/HlthServ/Dstrctwd	48.99
312414	1	AARDVARK CLAY	InstMtls/Instrctn/DHHS	3,200.00
312415	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/Moulton	929.34
312416	1	ACTION LEARNING SYSTEMS INC	InstMtls/Instrctn/Marblehd	1,802.87
312417	1	PERMA-BOUND	K-12Text/Instrctn/DHHS	1,656.98
312418	1	PEARSON EDUCATION	K-12Text/Instrctn/SCHS	2,239.06
312419	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	540.96
312420	1	MACMILLAN PUBLISHING CO	K-8Textb/Instrctn/Dstrctwd	490.46
312421	1	MACMILLAN PUBLISHING CO	K-8Textb/Instrctn/Dstrctwd	258.72
312422	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	659.79
312423	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	659.79
312424	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	659.79
312425	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	659.79
312426	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	659.79
312427	13	LUNCHBYTE SYSTEMS INC	CntrctFd/FoodServ/Dstrctwd	235.89
312428	13	FOOD SAFETY SPECIALTIES INC.	OpSupp /FoodServ/Dstrctwd	10.27
312429	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/FNMS	9,655.00
312430	1	ORIENTAL TRADING CO	SplsNonI/Sch Adm /Ambuehl	103.50
312431	1	KIDS INSTITUTE FOR DEVELOPMENT	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	34,686.00
312432	1	HARCOURT OUTLINERS INC	InstMtls/Instrctn/Chaparal	116.37
312433	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	9,557.00
312434	1	SAMUELIAN, ROBERT AND SHERI	Serv&Op /NPS /Dstrctwd	24,928.00
			Serv&Op /PuplTran/Dstrctwd	1,500.00
312435	1	LIFE TRENDS GROUP TLTG INC	SplsNonI/SupvAdmn/Dstrctwd	75.43
312436	1	SAMUELIAN, ROBERT AND SHERI	Legal /SupvAdmn/Dstrctwd	4,059.96
			Serv&Op /PuplTran/Dstrctwd	1,310.04
			Residtl /NPS /Dstrctwd	48,530.00
			Serv&Op /PsychSer/Dstrctwd	3,200.00
312437	1	GENESIS INC	InstMtls/Instrctn/ArroyoEl	169.58
312438	1	LATINO FAMILY LITERACY PROJECT	CnfrNonI/SupvAdmn/SMS	200.00
312439	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	1,000.00
312440	1	MEDCO SUPPLY COMPANY	InstMtls/CurAthlt/ANHS	146.17

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 2011

PO No.	Fund	Vendor	Description	Amount
312441	1	ULTIMATE OFFICE	SplsNonI/SupvAdmn/Dstrctwd	233.43
312442	1	COOLE SCHOOL	InstMtls/Instrctn/VDMMS	2,400.00
312443	1	JOHNSTONE SUP OF ANAHEIM	SplsNonI/RR:Bldgs/Dstrctwd	50,000.00
312444	1	ORANGE COUNTY PUMP CO	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
312445	1	DIGITAL NETWORKS GROUP	Serv&Op /RR:Bldgs/Chaparal	6,114.87
312446	1	GUNTHER'S ATHLETIC SERVICE	InstMtls/CurAthlt/DHHS	24,000.00
312447	1	STAPLES ADVANTAGE	InstMtls/Instrctn/MFMS	5,000.00
312448	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	100.00
312449	1	STAPLES ADVANTAGE	InstMtls/Instrctn/AVMS	750.00
			SplsNonI/Sch Adm /AVMS	750.00
312450	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/AVMS	500.00
			SplsNonI/Sch Adm /AVMS	500.00
312451	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	381.97
312452	1	HOME DEPOT	Rntl:Oth/RR:Bldgs/Dstrctwd	674.71
312453	1	BUDGETEXT	K-8Textb/Instrctn/Dstrctwd	36.04
312454	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,438.62
312455	1	MACMILLAN/MCGRAW-HILL	InstMtls/Instrctn/Las Palm	481.97
312456	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	152.79
312457	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	229.18
312458	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	229.18
312459	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Serra	1,042.83
312460	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Hiddn Hl	5,482.00
312461	1	NvLS PROFESSIONAL SERVICES LLC	CnsltNon/TIS /Dstrctwd	20,000.00
312462	1	USS MIDWAY MUSEUM	FieldTrp/Instrctn/FNMS	300.00
312463	1	LET'S TALK SPEECH & LANGUAGE	CnsltNon/Spch Aud/Dstrctwd	7,000.00
312464	23	PJHM ARCHITECTS	BI:Arch /Fac Acq /SCHS	6,000.00
312465	1	BEARCOM	Rnt&Repr/Sch Adm /ANHS	223.01
312466	1	OFFICE DEPOT	InstMtls/Instrctn/LRMS	500.00
312467	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/MFMS	500.00
312468	1	WAL MART L.N.	InstMtls/Instrctn/MFMS	3,000.00
312469	1	STAPLES ADVANTAGE	SplsNonI/Spch Aud/Dstrctwd	66.32
312470	1	MCMAHAN DESK INC	SplsNonI/Sch Adm /Bathgate	274.76
312471	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/MFMS	1,000.00
312472	1	CAMCOR INC	InstMtls/Instrctn/Chaparal	175.88
312473	1	SADDLEBACK GOLF CARS	Rntl:Oth/Sch Adm /ANHS	276.85
312474	1	GLS SPORTS	SplsNonI/Enterprs/Bathgate	286.59
312475	1	SPRINT/NEXTEL COMMUNICATIONS	Cmmnctns/HlthServ/Dstrctwd	25.49
312476	1	CAMCOR INC	InstMtls/Instrctn/SCHS	17.40
312477	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	100.00
312478	68	STAPLES ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	5,000.00
312479	1	CAMCOR INC	NonCapEq/Instrctn/DHHS	537.66
312480	12	COMMUNITY CARE LICENSING	Serv&Op /Sch Adm /Dstrctwd	440.00
312481	12	COMMUNITY CARE LICENSING	Serv&Op /Sch Adm /Dstrctwd	25.00
312482	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/SCHS	1,030.00
312483	1	BARRETT-ROBINSON INC	Rntl:Oth/RR:Bldgs/Serra	795.00
312484	1	COAST RECREATION INC	SplsNonI/RR:Bldgs/Chaparal	2,112.65
312485	1	COTO CONSTRUCTION	Rntl:Oth/RR:Bldgs/SCHS	1,768.80
312486	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/SJHHS	3,788.00
312487		VOID	VOID	0.00
312488	1	DELL COMPUTER	NonCapEq/Instrctn/DJAMS	5,269.56

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 2011

PO No.	Fund	Vendor	Description	Amount
312489	1	DELL COMPUTER	NonCapEq/PrntPart/Las Palm	878.26
312490	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	8,135.80
312491	1	DELL COMPUTER	InstMtls/Instrctn/Dstrctwd	662.85
312492	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/SMS	8,470.00
312493	1	JANELLE PUBLICATIONS INC	InstMtls/SEOthIns/Dstrctwd	105.98
312494	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	100.42
312495	1	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	936.11
312496	13	EKON-O-PAC INC.	Food Sup/FoodServ/Dstrctwd	394.80
312497	1	LINGUI SYSTEMS INC	InstMtls/SEOthIns/Dstrctwd	226.11
312498		VOID	VOID	0.00
312499	1	LINGUI SYSTEMS INC	InstMtls/SEOthIns/Dstrctwd	115.13
312500	1	NORTHERN SPEECH SERVICES INC	InstMtls/SEOthIns/Dstrctwd	402.25
312501	1	SADDLEBACK EDUCATIONAL PUBLISH	InstMtls/Instrctn/Bridges	296.84
312502	1	PEARSON LEARNING	SplsNonI/SupvAdmn/Dstrctwd	350.94
312503	1	CAMBIUM LEARNING SOPRIS WEST	SplsNonI/SupvAdmn/Dstrctwd	470.41
312504	1	OAK GROVE SCHOOL	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	11,491.00
312505	1	XPEDX	St Rcpts/Undesig /Dstrctwd	2,746.93
312506	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	1,739.09
312507	1	ARAMARK UNIFORM SERVICE	Serv&Op /PuplTran/Dstrctwd	3,966.85
312508	1	COTO CONSTRUCTION	Rntl:Oth/RR:Bldgs/SMS	10,218.78
312509	1	TUNED INTO LEARNING	InstMtls/SEOthIns/Dstrctwd	211.78
312510	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	168.90
312511	1	DELL COMPUTER	NonCapEq/Instrctn/Malcom	26,514.00
312512	1	DELL COMPUTER	NonCapEq/Sch Adm /LF Elem	878.26
312513	1	DELL COMPUTER	InstMtls/Instrctn/San Juan	179.59
312514	1	PC MALL GOV	InstMtls/Instrctn/Las Palm	124.77
312515	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	732.65
312516		VOID	VOID	0.00
312517	1	APPLE COMPUTER INC	InstMtls/Instrctn/Las Palm	3,479.02
312518	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	832.79
312519	1	SADDLEBACK GOLF CARS	SplsNonI/Sch Adm /ANHS	286.76
312520	68	MCMAHAN DESK INC	SplsNonI/Enterprs/Dstrctwd	6,500.00
312521	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	11,009.63
312522	1	COMMERCIAL LANDSCAPE SUP INC	Rntl:Oth/Op:Grnds/Dstrctwd	5,000.00
312523	1	APPLE COMPUTER INC	NonCapEq/SEOthIns/Dstrctwd	759.17
312524	1	APPLE COMPUTER INC	NonCapEq/Enterprs/BAMS	1,427.92
312525	1	STEWART AND ASSOC	Rntl:Oth/Op:Grnds/San Juan	9,130.00
312526	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/SJHHS	14,377.00
312527	13	APRONS GALORE PLUS	OpSupp /FoodServ/Dstrctwd	865.03
312528	1	NATIONAL DEMOGRAPHIC CORP	CnsltNon/Board /Dstrctwd	48,625.00

583 Purchase Orders $5,963,004.78

PO BOARD LISTING

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....NOVEMBER 14, 0211

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
5071	98	ARC	BI:Other/Fac Acq /SJHHS	3,000.00
5072	98	PACIFIC PLUMBING	OthConst/Fac Acq /SJHHS	682.50
5073	98	PACIFIC PLUMBING	OthConst/Fac Acq /SJHHS	2,321.00
5074	98	PACIFIC PLUMBING	OthConst/Fac Acq /SJHHS	1,307.75
5075	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	7,720.00
5076	87	PACIFIC ROOFING SYSTEMS	IntHouse/Fac Acq /CVHS	3,564.00
5077	87	EDENCO INC.	CnsMgFee/Fac Acq /CVHS	4,340.00
5078	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	3,720.00
5079	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	8,921.00
5080	94	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	2,250.00
5081	88	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	2,000.00
5082	89	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	2,250.00
5083	89	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	2,250.00
5084	89	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	2,250.00
5085	87	TANDUS FLOORING INC.	IntHouse/Fac Acq /CVHS	1,466.66
5086	98	COUNTY OF ORANGE	Serv&Op /Fac Acq /SJHHS	4,447.26
	93		Serv&Op /Fac Acq /SJHHS	4,447.27
5087	98	TEL-TEC SECURITY SYSTEMS INC.	F&EInstl/Fac Acq /SJHHS	112,309.92

17 Purchase Orders $169,247.36

WARRANT LISTING

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
166975	E. STEWART AND ASSOCIATES	PO-310319	21,054.25
		PO-311723	7,034.75
166976	MACMILLAN/MCGRAW-HILL	PO-310982	231.74
166977	MAILFINANCE	PO-310391	1,101.82
166978	MCGRAW-HILL	PO-310849	2,891.53
		PO-310854	5,939.17
166979	MCGRAW-HILL COMPANIES	PO-310980	100.34
		PO-311068	759.12
166980	MNJ TECHNOLOGIES DIRECT INC	PO-311577	464.13
166981	MOBILE LIFT GATE SERVICE	PO-310532	796.52
166982	NEFF COMPANY	PO-311840	835.76
166983	ORANGE COUNTY PROBATION DEPT	PO-310688	500.00
166984	ORANGE COUNTY REGISTER	PO-310523	856.68
166985	ORANGE COUNTY TREASURER	PO-311836	500.00
166986	ORANGE CTY PUMP CO	PO-310341	4,360.27
166987	P A THOMPSON ENGR CO	PO-310194	1,221.50
166988	PITNEY BOWES	PO-310367	508.00
166989	ROCHESTER 100/NICKY'S FOLDERS	PO-310483	1,160.00
166990	SEHI COMPUTER	PO-310110	289.96
166991	SIMPLEX GRINNELL LP	PO-310738	3,064.00
166992	SMARDAN SUPPLY COMPANY	CL-011350	640.76
		PO-310348	2,210.61
166993	SMART & FINAL	PO-310140	43.18
		PO-310399	155.56
166994	SOUTHWEST SCHOOL SUPPLY	-	
		CM-120064	26.64-
		PO-310158	90.80
		PO-310159	42.18-
		PO-310183	244.31
		PO-310196	42.88
		PO-310198	110.68
		PO-310202	28.51
		PO-310203	1,222.85
		PO-310204	129.63
		PO-310205	25.94-
166995	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310205	180.16
		PO-310207	5.68
		PO-310210	376.79
		PO-310211	35.96
		PO-310212	3.93
		PO-310213	349.09
		PO-310401	14.78
		PO-310402	32.15
		PO-310404	17.72-

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
166996	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310404	17.86-
		PO-310417	11.74-
		PO-310418	1,763.78
		PO-310428	606.48
		PO-310429	195.27
		PO-310430	649.99
		PO-310431	102.56
		PO-310435	527.90
		PO-310436	99.80
		PO-310744	6.01
		PO-311090	200.89
		PO-311104	28.23-
166997	SOUTHWEST SCHOOL SUPPLY	PO-311108	1,392.40
		PO-311109	1,028.05
		PO-311304	2.13
		PO-311479	2.69
		PO-311484	141.95
		PO-311546	257.99
		PO-311587	81.10
		PV-120659	26.64
166998	SOUTHWEST STRINGS	CL-011493	97.76
166999	SPICERS PAPER CO	PO-310277	3,108.56
167000	THYSSENKRUPP ELEVATOR CORP	PO-310346	1,599.34
167001	ULINE	PO-310119	442.69
167002	UNITED RENTALS	PO-310313	812.97
167003	WATERLINES TECHNOLOGIES INC	PO-310344	3,720.13
167004	WESTERN PRODUCTS	PO-311731	1,403.55
167005	WOODWIND & BRASSWIND	PO-310129	2,743.42
167006	ALL AMERICAN INVESTMENT GRP	PO-311918	14,855.86
167007	ALL AMERICAN INVESTMENT GRP	PO-311918	28,837.80
167008	BERGMAN & DACEY INC	PO-311182	575.00
167009	DAVID TAUSSIG ASSOC INC	PO-311646	71.93
167010	MOULTON NIGUEL WATER	PO-310358	13,154.22
167011	SAN DIEGO GAS & ELECTRIC	PO-310354	59,369.72
167012	SANTA MARGARITA WATER	PO-310357	992.51
167013	SO CAL GAS CO	PO-310352	706.18
167014	DICK, CRAIG OR BILLIE	PV-120661	216.75
167015	DIXON, KEN OR SHAUNA	PV-120662	209.72
167016	HAMEED, SHAWN	PV-120664	215.73
167017	INTERNATIONAL BACCALAUREATE	PV-120670	675.00
167018	LEVENDOSKI, RICHARD OR LEA	PV-120665	1,513.21
167019	PRABHU, WILLIAM & MYKA	PV-120666	72.31
167020	QUENGA, JOSEPH OR TRACY	PV-120667	227.06
167021	STAFFIERI, MICHAEL OR ELIZABET	PV-120668	305.19

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167022	WATSON, MALISSA	PV-120669	910.05
167023	YMCA OF ORANGE COUNTY	PO-311670	2,994.71
167024	CAMCOR INC	PO-311421	658.48
		PO-311455	3,120.65
		PO-311462	2,595.82
		PO-311464	537.66
		PO-311469	175.88
		PO-311471	283.63
		PO-311472	703.52
		PO-311473	175.88
		PO-311474	482.38
167025	CINTAS CORP	PO-311380	135.48
167026	CLARY BUSINESS MACHINES	PO-311128	5,200.54
167027	CONCEPTS SCHOOL & OFFICE	PO-310472	7,783.05
167028	DAY LITE MAINTENANCE	PO-310297	8,344.20
167029	EDUCATIONAL DATA SYSTEMS	PO-311597	45.00
167030	FOLLETT LIBRARY RESOURCES	PO-311263	454.68
		PO-311267	510.83
		PO-311269	259.82
		PO-311277	354.00
167031	GOLDEN RULE BINDERY	PO-310885	3,012.99
		PO-310886	3,665.96
		PO-310888	1,068.31
		PO-310889	547.35
		PO-310890	1,746.15
		PO-310891	525.52
		PO-310893	3,083.06
		PO-310894	1,342.74
		PO-310898	3,351.66
		PO-311352	429.56
167032	HITT MARKING DEVICE	PO-311604	35.45
167033	HOLT MCDOUGAL	PO-310895	3,991.60
		PO-311632	293.39
167034	IRON MOUNTAIN	PO-310801	266.32
167035	JIM'S MUSIC CENTER	PO-311329	1,399.67
167036	JKP DESIGNS	PO-311659	200.00
167037	LRP PUBLICATIONS	PO-311363	237.00
167038	CARLISLE, TERESA	PV-120622	62.72
167039	COLLINGS, JANICE	PV-120624	42.33
167040	COPPAGE, CARRI	PV-120625	79.92
167041	COX, LINDA	PV-120626	125.99
167042	DIXON, AURORA	PV-120627	49.95
167043	ELLISON, BRETT	PV-120628	17.21
167044	GONZALEZ, DOLORES	PV-120658	12.21
167045	HIGHTOWER, SHERLIN	PV-120629	123.21

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167046	IMSLAND, TRACEY	PV-120631	64.38
167047	JACOBS, ALLISON	PV-120632	93.80
167048	JUDITH S. BRADLEY	PV-120621	28.86
167049	KIMINAS, ANTHONY	PV-120633	192.03
167050	KLISTER, PAMELA	PV-120636	69.38
167051	LUEHE, CHRISTOPHER	PV-120637	128.21
167052	O'KANE, MONIKA	PV-120639	41.07
167053	PEREZ, RICHARD	PV-120641	99.45
167054	SCHROEDER, JANICE	PV-120650	38.85
167055	SHEA HINNAG, REBECCA	PV-120651	41.63
167056	SHERRIE, LORRAINE	PV-120652	24.98
167057	STOFFEL, DAVID E	PV-120654	47.18
167058	STRICKLAND, GERRY	PV-120653	37.74
167059	TALILI, MAILUMAI	PV-120655	225.89
167060	TUNULI, JESSICA	PV-120656	68.82
167061	WYNNE, LAUREN	PV-120657	15.54
167062	CARSE, BARBARA	PV-120623	47.73
167063	DISCOUNT OFFICE SERVICES	PO-310151	305.91
		PO-310945	116.48
167064	JOHNSTONE SUPPLY	PO-310337	1,676.34
167065	1ST JON	PO-310283	1,372.80
167066	ANDERSON'S IT'S ELEMENTARY	PO-310709	337.27
167067	ASSOC BUSINESS PRODUCTS	PO-310231	80.81
167068	B & H PHOTOGRAPHY	PO-311477	1,498.00
167069	BADEN SPORTS INC	PO-310716	418.07
167070	BATTERIES PLUS	PO-310230	47.41
167071	BAVCO	PO-310304	195.29
167072	BEE MAN	PO-310294	795.00
167073	BETTER BUSINESS RECORDS	PO-311237	44.93
167074	BOYCE INDUSTRIES	PO-310292	597.60
167075	BRINKS INC.	PO-311871	141.88
167076	CAPISTRANO GOLF CARS	PO-310323	3,274.90
167077	CLASROOM PRODUCTS.COM	PO-311513	87.56
167078	CMS COMMUNICATIONS INC	PO-310225	623.88
167079	COASTAL PUBLISHING GROUP INC	PO-311642	289.00
167080	COTO CONSTRUCTION	PO-311777	828.00
		PO-311778	1,542.00
		PO-311826	7,749.40
167081	CREATIVE CONTRACTORS CORP	PO-311796	650.00
167082	CROWN CONCRETE PUMPING INC	PO-311576	223.00
167083	DAVE BANG ASSOCIATES INC	PO-310729	3,989.40
		PO-310774	1,333.23
167084	DUNN-EDWARDS CORP	PO-310333	187.92
167085	FEDERAL EXPRESS CORP	PO-310134	124.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167086	FLEET SERVICE SPECIALIST LLC	PO-310589	3,876.76
		PO-311744	100.00
167087	FLINN SCIENTIFIC INC	PO-311698	75.18
167088	FOLLETT LIBRARY RESOURCES	PO-311255	74.90
167089	GOLDEN RULE BINDERY	PO-310899	2,567.04
167090	HANDWRITING W/O TEARS	PO-311201	1,683.54
		PO-311202	861.34
167091	HIRSCH PIPE & SUPPLY	PO-310310	1,641.07
167092	IMAGE 2000	PO-310338	281.64
		PO-311732	168.01
167093	FLINN SCIENTIFIC INC	PO-310753	436.25
		PO-310756	25.15
		PO-310757	435.43
		PO-310759	89.36
167094	FOLLETT EDUCATIONAL SVC	PO-310681	10,409.73
167095	FOLLETT LIBRARY RESOURCES	PO-311253	249.33
		PO-311254	287.96
		PO-311258	169.62
		PO-311261	186.84
		PO-311273	253.90
		PO-311275	735.54
		PO-311276	382.56
167096	FOLLETT SOFTWARE CO	PO-310049	35,695.75
167097	IDEAL COMPUTER SOUTH	PO-310685	6,567.60
167098	ENTERPRISE FLEET SERVICES	PO-310591	1,062.61
167099	MOBILE MODULAR	PO-311229	1,220.00
167100	CENTER FOR AUTISM &	PO-310041	682.38
		PO-310601	2,352.80
		PO-311557	218.88
167101	MEET THE MASTERS	PO-311818	888.00
167102	SPEECH & LANGUAGE DEVEL	PO-310614	549.25
		PO-310621	508.50
		PO-310622	698.00
		PO-310623	472.13
		PO-310927	698.00
167103	STEIN, CHRISTINE E	PO-310499	585.00
167104	ANAHEIM BAND INSTRUMENTS	PO-310132	482.03
167105	ARIEL SUPPLY	PO-311816	32.64
167106	BIO RAD LABORATORIES	PO-310778	1,286.93
		PO-311866	486.95
167107	BUDGETEXT CORP	PO-311510	1,336.32
167108	CAMCOR INC	PO-311461	537.66
		PO-311751	537.66
167109	CINTAS CORP	PO-310339	1,385.45
167110	COMPLETE BUSINESS SYSTEMS	PO-311745	774.83

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167111	COMPLIANCE POSTER CO	PO-311722	1,211.20
167112	CREATIVE IMAGES	PO-311842	122.84
167113	DANBRU WIRE & CABLE INC	PO-311047	276.74
		PO-311367	1,077.34
167114	DEMCO	PO-311694	60.36
167115	DISCOUNT SCHOOL SUPPLY	PO-311671	87.85
167116	EBERHARD EQUIPMENT	PO-310324	1,114.69
167117	EDGEWOOD PRESS INC	PO-310705	473.02
167118	EDUCATION WEEK	PO-311893	89.94
167119	FOLLETT EDUCATIONAL SVC	PO-311628	158.82
167120	FOLLETT LIBRARY RESOURCES	PO-311256	311.46
		PO-311257	188.85
		PO-311259	191.74
		PO-311260	449.13
		PO-311265	161.91
		PO-311266	620.61
		PO-311271	113.07
		PO-311278	124.20
167121	FOREWORKS PUBLISHING	PO-311096	113.00
167122	AMERICAN COUNCIL ON EDUCATION	PO-311876	27.00
167123	EXECUTIVE ENVIRONMENTAL SVCS	PO-311928	4,648.23
167124	CLARKE, STEPHANIE	PV-120683	26.93
167125	CONCERNED PARENTS	PV-120684	50.00
167126	RANCK, DIANA	PV-120687	17.00
167127	SANDOVAL-FITZ, YOHANA	PV-120689	90.77
167128	SCOTT, CONNIE	PV-120690	16.11
167129	STRATFORD, JON	PV-120691	21.00
167130	STRICKLAND, GERRY	PV-120692	21.73
167131	THIBEAU, LORI	PV-120693	21.00
167132	WATERBURY, NILSA	PV-120694	20.00
167133	ASHRAFI, SHEILA	PV-120680	818.00
167134	BARRIOS, KATIE	PV-120681	100.00
167135	CHANDLER, AMY	PV-120682	498.75
167136	ECKSTEIN, SHERYL	PV-120685	177.00
167137	NELSON, NATALIE	PV-120686	89.00
167138	SANCHIZ, ALICIA	PV-120688	231.00
167139	AMS NET	PV-120695	1,650.00
167140	B & H PHOTOGRAPHY	CL-010772	3,270.93
		PO-311879	774.70
		PO-311937	242.57
167141	CINTAS CORPORATION #640	PO-311208	4.00
167142	JOHN V. SPEAK	PO-311781	566.52

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167143	MACMILLAN/MCGRAW-HILL	PO-310977	553.41
		PO-311066	1,437.47
		PO-311069	1,023.84
		PO-311070	2,130.00
167144	MCGRAW-HILL COMPANIES	PO-310102	876.87
		PO-310922	1,048.80
		PO-310979	1,860.99
167145	NEUPAC RESOURCES INC	PO-310736	808.40
167146	SCHOOL IMPROVEMENT NETWORK	PO-311626	5,145.00
167147	SIMPLEX GRINNELL LP	PO-310239	292.00
		PO-310728	302.19
167148	SMART & FINAL	PO-310144	249.46
167149	SPICERS PAPER CO	PO-310277	3,340.30
167150	SPORTS FACILITIES GROUP INC	PO-311572	261.59
167151	UNISOURCE CORP	PO-311922	1,135.00
167152	UNITED RENTALS	PO-310313	380.12
167153	WATERLINES TECHNOLOGIES INC	PO-310344	1,054.33
167154	WEST COAST ARBORISTS INC.	PO-311198	540.00
167155	WHITE CAP INDUSTRIES INC	PO-310317	47.83
167156	WOODWIND & BRASSWIND	PO-310129	17.55
167157	SMART & FINAL	PO-311294	375.05
167158	GLENCOE A DIV OF	PO-310658	12,286.81
		PO-310668	3,630.86
		PO-310673	1,383.83
		PO-310914	2,499.78
167159	GOLDEN RULE BINDERY	PO-310892	771.27
		PO-310901	8,945.54
167160	GRAPHIC SYSTEMS	PO-310118	493.33
167161	HAESE & HARRIS PUBLICATIONS	PO-311560	3,247.99
167162	HANDWRITING W/O TEARS	PO-311203	587.28
167163	HEWLETT-PACKARD COMPANY	PO-311425	44.12
		PO-311457	44.12
		PO-311747	44.12
167164	HOLT MCDOUGAL	PO-310679	30,902.54
		PO-310905	1,253.52
		PO-310925	3,096.99
		PO-310970	3,896.94
		PO-310971	3,731.13
		PO-310973	1,013.71
		PO-311509	181.88
167165	IMAGE 2000	PO-311415	803.69
167166	INCENTIVE PUBLICATNS INC	PO-310508	44.97
167167	INSIGHT SYSTEMS EXCHANGE	PO-311116	19,598.59
167168	JOHN DEERE LANDSCAPES	PO-310326	1,220.49
167169	JOSTENS	PO-311929	145.48

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167170	JOSTENS	PO-311110	2,042.41
167171	KELLY PAPER COMPANY	PO-310113	4,821.26
167172	LAWNMOWERS ETC	PO-310327	1,344.09
167173	LEARNING LINKS INC	PO-310278	184.58
167174	LECTORUM PUBLISHING	PO-311079	1,494.33
167175	LIFETIME MEMORY PRODUCTS INC	PO-311869	74.75
167176	LAKESHORE LEARNING MATLS	PO-311362	380.87
167177	PACIFIC MOBILE HOME CONS	PO-310300	1,390.32
		PO-311170	15,938.51
167178	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	75,345.66
167179	BOWIE ARNESON WILES &	PO-311187	307.50
		PO-311191	4,197.50
167180	CITY OF SAN CLEMENTE	PO-310359	22,570.78
167181	CITY OF SAN JUAN CAPISTRANO	PO-310360	15,677.80
167182	MOULTON NIGUEL WATER	PO-310358	11,902.07
167183	SAN DIEGO GAS & ELECTRIC	PO-310354	67,671.32
167184	SANTA MARGARITA WATER	PO-310357	10,183.32
167185	SO CAL GAS CO	PO-310352	8,538.25
167186	BOWIE ARNESON WILES &	PO-311244	352.50
167187	ENVIRONMENTAL NATURE CTR	CL-011016	510.00
167188	THOUSAND PINES OUTDOOR SCHOOL	PO-311858	1,632.00
167189	APPLE COMPUTER INC	PO-311151	660.04
		PO-311220	1,753.94
		PO-311289	395.39
		PO-311311	2,036.11
167190	DELL FINANCIAL SERVICE	CL-011859	15,000.44
167191	DELL MARKETING L P	PO-310934	1,264.79
		PO-310997	8,693.53
		PO-311321	19,039.47
		PO-311355	3,741.83
		PO-311520	1,376.07
		PO-311521	254.51
		PO-311666	838.61
		PO-311676	878.14
		PO-311696	7,264.79
167192	CA DEPT OF EDUCATION	PO-311931	300.00
167193	NATIONAL GEOGRAPHIC BEE	PO-311877	90.00
167194	ORANGE COUNTY DEPT OF EDUCATIO	PO-311860	5,200.00
167195	PEDRAZA, JOSE LUIS	PV-120697	188.26
167196	SAN DIEGO COUNTY	PO-311661	60.00
167197	HORN, DUWAYNE	PV-120701	1,966.44
167198	PACIFIC MOBILE HOME CONS	PO-310160	13,826.98

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167199	US BANK CORP PAYMENT SYSTEM	PV-120714	3,719.53
		PV-120715	19.99
		PV-120716	1,985.50
		PV-120717	686.18
		PV-120718	15,579.08
167200	US BANK CORP PAYMENT SYSTEM	PV-120714	52.87
167201	US BANK CORP PAYMENT SYSTEM	PV-120717	34.64
167202	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	65,960.57
167203	DAVID TAUSSIG ASSOC INC	PO-312034	856.59
167204	MOULTON NIGUEL WATER	PO-310358	11,213.01
167205	SAN DIEGO GAS & ELECTRIC	PO-310354	44,995.57
167206	SANTA MARGARITA WATER	PO-310357	7,230.29
167207	SO CAL GAS CO	PO-310352	582.40
167208	SO COAST WATER DIST	PO-310355	16,109.91
167209	SOUTHERN CALIFORNIA EDISON	PO-310353	6,089.06
167210	E. STEWART AND ASSOCIATES	PO-311723	1,988.00
167211	JOHN V. SPEAK	PO-310131	80.78
167212	OFFICE DEPOT	PO-311451	71.63
167213	ORANGE COUNTY REGISTER	PO-310523	509.76
167214	PC MALL GOV	PO-310108	58.53
		PO-311222	351.18
167215	PEARSON ASSESSMENTS	PO-311210	39,223.75
		PO-311437	2,804.67

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167216	PEARSON EDUCATION	PO-310663	686.36
		PO-310664	1,848.63
		PO-310666	1,525.13
		PO-310869	1,884.55
		PO-310870	942.27
		PO-310871	1,413.41
		PO-310896	2,232.85
		PO-310903	8,537.03
		PO-310904	9,193.49
		PO-310913	11,789.45
		PO-310915	1,982.38
		PO-310920	1,919.30
		PO-310924	648.78
		PO-310949	16,658.58
		PO-310952	12,232.14
		PO-310953	12,759.91
		PO-310954	9,228.29
		PO-310955	1,571.40
		PO-310956	448.97
		PO-310957	1,817.70
		PO-310958	1,962.03
		PO-310959	1,009.83
		PO-310960	1,010.19
		PO-310962	561.22
		PO-310964	1,346.92
		PO-310965	1,413.77
		PO-310966	757.37
		PO-311353	1,492.18
		PO-311354	1,465.04
		PO-311357	2,487.79
		PO-311358	2,487.79
		PO-311359	2,487.79
		PO-311368	1,492.18
		PO-311518	1,907.01
		PO-311631	1,279.00
167217	R&S SOIL PRODUCTS INC	PO-310635	4,994.50
167218	RENAISSANCE LEARNING	PO-310598	7,207.94
		PO-310987	121.57
167219	RENAISSANCE LEARNING INC	CL-011098	12.93
		CL-011122	147.77
		PO-310034	344.28
		PO-310369	344.28
167220	SAF-COM SUPPLY	PO-310184	302.76

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167221	SCOTT FORESMAN	-	
		PO-310808	2,401.88
		PO-310809	7,217.26
		PO-310810	10,154.45
		PO-310813	11,034.21
		PO-310814	11,581.14
		PO-310816	13,436.08
		PO-310818	10,701.39
		PO-310820	7,859.63
		PO-310821	6,004.68
		PO-310825	15,691.32
		PO-310829	8,192.45
		PO-310830	10,848.01
		PO-310831	10,312.71
		PO-310834	20,308.89
		PO-310836	6,004.68
		PO-310837	7,910.82
		PO-310839	17,851.15
		PO-310842	9,337.52
		PO-310843	22,519.92
		PO-310844	1,228.87
167222	SCOTT FORESMAN	PO-310844	4,749.75
		PO-310974	2,001.46
		PO-310976	3,192.90
		PO-311065	4,257.20
		PO-311067	4,257.20
167223	SCOTT FORESMAN	PO-311539	2,128.60
167224	SHAMROCK SUPPLY CO INC	PO-311322	536.60
167225	SOLUTION TREE INC	PO-310477	4,847.00
167226	SPORTS FACILITIES GROUP INC	PO-310345	475.00
167227	WAXIE	PO-311018	717.62
167228	WOODWIND & BRASSWIND	PO-310129	54.13
167229	AMS NET	PO-311038	19,969.42
167230	DISCOUNT OFFICE SERVICES	PO-310149	250.88
		PO-310150	62.45
		PO-310151	368.34
		PO-310419	36.25
		PO-310542	330.37
		PO-310745	52.78
		PO-310945	36.06
		PO-311685	315.73
167231	JOHNSTONE SUPPLY	PO-310337	8,515.27
167232	LAKESHORE	PO-311627	278.86
167233	LAKESHORE LEARNING MATLS	PO-311802	916.95

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167234	W W GRAINGER INC	-	
		PO-310577	26,046.46
167235	W W GRAINGER INC	PO-310577	6,756.88
167236	LAKESHORE LEARNING MATLS	PO-311361	176.43
167237	ADVANTAGE RADIATOR	PO-310566	4,358.38
167238	ALISO NIGUEL AUTO CARE	PO-310569	5,096.23
167239	ALISO VIEJO AUTO SERVICE	PO-310568	1,009.42
167240	ANSMAR PUBL INC	PO-311874	298.68
167241	AUTO SHOP EQUIP CO INC	PO-310565	1,455.80
167242	BAVCO	PO-310304	20.06
167243	BEE MAN	PO-310294	125.00
167244	BEN'S MUSIC	PO-310136	250.00
167245	BETTER BUSINESS RECORDS	PO-310229	146.27
167246	BOYCE INDUSTRIES	PO-310560	6,244.11
167247	CAROLINA BIOLOGICAL SUPPLY CO	PO-310733	1,362.12
167248	CDW GOVERNMENT	PO-310395	308.94
167249	CINTAS	PO-310420	210.86
167250	CINTAS CORP	PO-311380	135.48
167251	CINTAS CORPORATION #640	PO-311208	565.47
167252	CLEAN ENERGY	CL-011725	1,876.11
		PO-310592	873.49
167253	CREATIVE CONTRACTORS CORP	PO-310296	250.00
167254	DON JOHNSTON INC.	PO-311525	96.51
167255	DYNAMIC MEASUREMENT GROUP	PO-310030	185.00
167256	ECOLOGY TIRE	PO-310530	198.75
167257	EMC PARADIGM PUBLISHING	PO-310484	5,022.98
167258	FOLLETT LIBRARY RESOURCES	PO-311246	333.53
		PO-311247	189.78
		PO-311252	446.13
167259	FRICTION MATERIALS CO.	PO-310588	1,303.58
167260	MOORES MUFFLER SER, DOUG	PO-310527	983.61
167261	AGRAVIADOR, MIA	PV-120720	12.00
167262	AQUAGO, CHRISTIAN	PV-120721	92.00
167263	ARROYO, JULIA	PV-120722	84.00
167264	BLACK, BRANDON	PV-120723	80.00
167265	BOOK, MARISSA	PV-120724	30.00
167266	BROWN, LYNDSEY	PV-120725	81.00
		PV-120726	15.00
167267	CARROLL, ALEC	PV-120727	80.00
167268	CASEY, TAYLOR	PV-120728	60.00
167269	CLARK, IAN	PV-120729	69.00
167270	CLEMENTE, MARY ANN	PV-120731	87.00
167271	COFINI, SHAYLA	PV-120732	18.00
167272	CORDERO, MARY	PV-120733	80.00
167273	DANESHVAR, ARIA	PV-120734	15.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167274	DE ARAUJO, RODRIGO	PV-120735	63.00
167275	DI MARTINO, NADIA	PV-120736	50.00
167276	EBERHARDT, MATTHEW	PV-120737	27.00
167277	ESPIRITU, JOSEPH HENRY	PV-120738	60.00
167278	ESQUIVAL, JOEL	PV-120739	99.00
167279	FITZGERALD, KATIE	PV-120740	90.00
167280	GARNER, TIANA	PV-120741	77.00
167281	GROSS, PHILLIP	PV-120742	15.00
167282	GROVOM, MATTHEW	PV-120743	18.00
167283	HEREDIA, LUIS	PV-120744	31.00
167284	HERZOG, HOLLY	PV-120745	70.00
167285	HUYNH, ALISON	PV-120746	15.00
167286	KAMIKAWA, LINDSAY	PV-120747	15.00
167287	KOHLER, MARK OR JENNIFER	PV-120748	80.00
167289	LEE, JANE	PV-120750	15.00
167290	LEIMBACH, KRISTINA	PV-120751	85.00
167291	LEPE, VICTOR	PV-120752	30.00
167292	MAALOUF, DOMINICK	PV-120753	47.00
167293	MCLEMORE, KAYLA	PV-120754	77.00
167294	MCROBERTS, CONNOR	PV-120755	15.00
167295	MOLINA, MARIANO	PV-120756	128.00
167296	MOORHEAD, ALEC	PV-120757	80.00
167297	MORRIS, MICHELLE	PV-120758	15.00
167298	NAKAMURA, ANTHONY	PV-120759	85.00
167299	NORD, CODY	PV-120760	115.00
167300	PASCUAL, TRACY	PV-120761	16.00
167301	PERTRIDGE, ALEXANDRIA	PV-120762	70.00
167302	RAY, AVERY	PV-120763	82.00
167303	RODRIGUEZ, NATHAN	PV-120764	77.00
167304	SEEGMILLER, MARGIE	PV-120765	116.00
167305	SMITH, KAYLA	PV-120766	71.00
167306	SQUIREK, VANCE	PV-120767	12.00
167308	TRUJILLO, RAYMOND	PV-120769	14.00
167309	VARGAS, TRACY	PV-120770	77.00
167310	VELAZQUEZ, MANNY	PV-120771	12.00
167311	VICTORINO, MA CERES SHARON	PV-120772	14.00
167312	WINCKEL, KAY	PV-120773	61.00
167313	WINSTEN, CHELSEA	PV-120774	181.00
167315	ZILL, JARED	PV-120776	69.00
167316	CLARK, JANE	PV-120730	54.00
167317	GANAHL LUMBER	PO-310309	1,150.44
167318	GEIGER	PO-310376	280.32
167319	GENERAL BINDING CORP	PO-311693	61.44
167320	GUNTHER'S ATHLETIC SERV	PO-310028	8,721.31

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167321	HIRSCH PIPE & SUPPLY	PO-310310	813.70
		PO-310336	103.18
167322	HOLT MCDOUGAL	PO-310674	3,543.47
		PO-310969	2,901.97
167323	IBBS	PO-310864	684.66
167324	IMAGE 2000	PO-310338	85.00
		PO-311417	267.22
167325	KELLY PAPER COMPANY	PO-310113	1,995.95
167326	KNORR SYSTEMS INC	PO-310347	790.80
		PO-310740	3,772.50
167327	LAMA SEWING KITS	PO-310488	438.56
167328	LOCAL JANITORIAL & VACUUM	PO-310289	716.54
167329	HANEN CENTRE	PO-311444	23.90
167330	ACTION LEARNING SYSTEMS INC	CL-011560	2,960.00
		CL-011561	3,040.00
		CL-011576	2,000.00
167331	ATKINSON ANDELSON LOYA	PO-311638	2,342.54
167332	CAMPCO	PO-311366	10,302.00
167333	CENTER FOR APPLIED LINGUISTICS	PO-311541	11,100.00
167334	DEBRA HOROWITZ	PO-311857	100.00
167335	HARBOTTLE LAW GROUP	PO-311692	3,595.50
167336	KRANTZ, TRICIA ELIZABETH	PO-310996	1,200.00
167337	QUANTUM LEARNING NETWORK	PO-310787	7,184.13
167338	STUTZ ARTIANO SHINOFF & HOLTZ	PO-311490	9,797.65
167339	T DAVIS & ASSOCIATES INC	PO-310373	5,833.32
167340	VAVRINEK TRINE DAY & CO LLP	PO-310701	9,680.43
167341	YMCA OF ORANGE COUNTY	PO-311667	1,093.92
167342	ALVARADO, CYNTHIA	PO-312066	297.00
167343	DEVEREUX ARIZONA	PO-310612	9,187.78
167344	ENNICO, RODDY AND/OR LORRAINE	PO-311073	533.38
167345	ESCO EAR SERVICE CORP	PO-311977	345.00
		PO-311979	150.00
		PO-311980	150.00
		PO-311981	345.00
		PO-311982	180.00
		PO-311983	150.00
167346	FAMILY LIFE CENTER BODEGA	CL-011813	3,715.95
167347	HEAR NOW ABRAMSON AUDIOLOGY	PO-310805	2,983.50
167348	HERITAGE CENTER	PO-310273	8,658.48
167349	LEISURE CARE NURSES REGISTRY	PO-310047	1,615.00
167350	O'NEILL, JENNIFER AND JOSEPH	PO-311735	300.00
167351	PARADIGM HEALTH CARE SERVICES	PO-311654	5,672.03
167352	PAUL ALAN DORES	PO-310500	800.00
167353	RAINBOW CONNECTION	PO-311902	309.00
167354	ROZENBERG, ABBY	PO-310276	1,687.50

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167355	WINGARD, RICHARD AND LORENA	PO-311003	500.00
167356	THOUSAND PINES OUTDOOR SCHOOL	PO-312046	15,949.44
167357	DEPARTMENT OF JUSTICE	PO-310464	4,093.00
167358	OCEAN INSTITUTE	PO-312018	50.00
167359	SOUTHERN CALIFORNIA GRAY LINE	PV-120777	7,900.80
		PV-120778	5,925.60
167360	ADAMS ESQ	PO-311901	7,000.00
167361	LAW OFFICE OF MAUREEN GRAVES	PO-312036	8,000.00
167363	DELL MARKETING L P	PO-311696	371.18
		PO-311759	1,692.43
		PO-311762	827.00
		PO-311766	1,653.97
167364	BRUMMETT, ELIZABETH	PV-120781	4,001.20
167365	CAMPCO	PV-120783	2,088.98
167366	EVERETT, MELINDA	PV-120780	1,659.00
167367	H2O SPOT	PV-120784	6,016.50
167368	STALLION VOLLEYBALL CAMP	PV-120779	1,976.00
167369	WALTON, MARINA	PV-120782	3,976.00
167370	ACETEC SECURITY SYSTEMS	PO-310328	5,967.00
167371	ALL PRO SCHOOL SOUND	PO-311456	1,207.11
167372	BLAIRS TOWING	PO-310561	1,375.05
167373	BUSWEST	PO-311681	86.62
167374	CHEVROLET OF IRVINE	PO-310593	187.05
167375	CLARK SECURITY PRODUCTS	PO-310331	1,882.40
167376	CLEAN ENERGY	PO-310592	90.40
167377	CONTRACT PAPER GROUP INC.	PO-311583	2,680.83
167378	CRAFT RACKETS	PO-311916	870.08
167379	DANBRU WIRE & CABLE INC	PO-311978	517.46
167380	DAWN SIGN PRESS	PO-311895	263.98
167381	FACTORY MOTOR PARTS	PO-310590	326.61
167382	FEDERAL EXPRESS CORP	PO-310134	42.74
167383	FLEET SERVICE SPECIALIST LLC	PO-311744	11,335.21
167384	FLINN SCIENTIFIC INC	PO-310754	384.16
167385	FOLLETT EDUCATIONAL SVC	PO-311847	55.06
		PO-311894	184.19
167386	FREEWAY AUTO SUPPLY & MACHINE	PO-310529	513.97
167387	GOV CONNECTION INC	PO-311715	8,768.01
		PO-311717	6,671.89
167388	HIRSCH PIPE & SUPPLY	PO-310310	568.84
167389	HOLT MCDOUGAL	PO-310968	5,306.48
		PO-311896	589.67
167390	IPC USA	PO-310585	28,680.41
		PO-310586	52,730.48
167391	IRONMAN	PO-311207	2,545.00
167392	JOHN DEERE LANDSCAPES	PO-310326	1,269.30

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167393	KAP7 INTERNATIONAL INC	PO-311891	593.54
167394	KNORR SYSTEMS INC	PO-312109	979.80
167395	LAWNMOWERS ETC	PO-310327	2,179.28
167396	LINGUI SYSTEMS INC	PO-311401	329.85
167397	DISCOUNT OFFICE SERVICES	PO-310151	39.83
		PO-310419	1,500.96
		PO-310421	77.42
		PO-310782	200.17
		PO-310945	96.96
167398	LAKESHORE LEARNING MATLS	PO-311361	2,728.39
167399	BOWDEN, JOANNA	PV-120791	43.29
167400	BROWN, RICHARD	PV-120792	61.20
167401	FAETA, KIEKO	PV-120793	24.48
167402	HOGBIN, RICH	PV-120794	83.25
167403	LUDLOW, JACK	PV-120796	15.54
167404	MCCORMICK, LENORE	PV-120797	22.20
167405	PERSONS, JEFFREY	PV-120799	154.29
167406	SHAPLAND, CHERYL	PV-120801	42.18
167407	PEREZ, VIRGINIA	PV-120798	43.29
167408	SANDERS, LORNA L	PV-120800	67.16
167409	KRAUSE, MATTHEW	PV-120795	92.22
167410	CHAVARRIA, MIGUEL	PV-120802	15.00
167411	COLE, LAUREN	PV-120803	83.00
167412	CUSHMAN, CONNOR	PV-120804	15.00
167413	DARIAN, SOUSAN	PV-120805	80.00
167414	DEAVILA, DEMET	PV-120806	59.00
167415	DHILLON, GARRETT	PV-120807	85.00
167416	DURAN, KELLIE	PV-120808	80.00
167417	ESQUIVIAS, DANIEL	PV-120809	87.00
167418	FINCH, MICHAEL	PV-120810	87.00
167419	FRATTONE, PARIS	PV-120811	69.00
167420	FUSCO, DAWN	PV-120812	94.00
167421	GUNDERSON, JORDAN	PV-120813	15.00
167422	HALLORAN, KAITLIN	PV-120814	111.00
167423	HARVEY, TODD	PV-120815	81.00
167424	HATCHEL, JULIE	PV-120816	121.20
167425	JACKSON, STEVEN	PV-120817	69.00
167426	JENSEN, KENNETH	PV-120818	15.73
167427	JOHNSON, GARY	PV-120819	82.00
167428	JONES, DALLIN	PV-120820	84.00
167429	KLINE, TYLER	PV-120821	77.00
167430	KRUFKA, SARAH	PV-120822	69.00
167431	LEAHY, AUSTIN	PV-120823	94.00
167432	LESINSKI, HANNA	PV-120824	15.00
167433	LEWIS, CADEN	PV-120825	104.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167434	LIBMAN, ROSS	PV-120826	42.00
167435	LISK, SYDNEE	PV-120827	161.00
167436	LIVSEY-HERD, JEROME	PV-120828	15.00
167437	MALONE, NINA	PV-120829	15.00
167438	MANLAPAZ, JACOB	PV-120830	85.00
167439	MARTIN, MICHELLE	PV-120831	15.00
167440	MAXWELL, KATIE	PV-120832	61.00
167441	MICHAEL, LINDA	PV-120833	146.00
167442	MILLS, JARED	PV-120834	80.00
167443	MONTAZAMI, HANNA	PV-120835	15.00
167444	MULDERRIG, AMBER	PV-120836	20.00
167445	MURPHY, KENNETH	PV-120837	81.00
167446	NAVARRO, TERESA	PV-120838	79.00
167447	NORMAN, KELSEY	PV-120839	81.00
167448	PINEDA, JORGE	PV-120840	7.00
167449	RAY, CHANCELLOR	PV-120841	20.00
167450	ROBERTS, JANET	PV-120842	104.00
167451	SAUNIER, DEREK	PV-120843	68.00
167452	SCHUSTER, MICAH	PV-120844	84.00
167453	SHOGA, MUNIR	PV-120845	88.00
167454	SILVER, BROOKE	PV-120846	22.00
167455	SMITH, MARIA	PV-120847	15.00
167456	STOENNER, CARLY	PV-120848	80.00
167457	STRICKLAND, GERRY	PV-120849	72.04
167458	SWAMY, VINAY	PV-120850	69.00
167459	WALKER-MENDEZ, SEAN	PV-120851	85.00
167460	WEBER, RUDI	PV-120852	81.00
167461	WEBSTER, TIM	PV-120853	15.00
167462	WESTON, KELLY	PV-120854	15.00
167463	WILEMON, TYLER	PV-120855	80.00
167464	WILLIAMS, HARVEY	PV-120856	20.00
167465	YSLAS, BOBBIE SUE	PV-120857	22.69
167466	ANDERSON, STEPHANIE	PV-120858	163.41
167467	COLWELL, CONNIE	PV-120859	43.08
167468	COUNTY OF ORANGE	PV-120860	75.00
167469	JOCHAM, SARA	PV-120862	200.00
167470	MOALEJ BUILDERS INC.	PV-120864	100.00
167471	R. FARINO	PV-120861	100.00
167472	TED ENTERPRISES INC.	PV-120869	100.00
167473	PHOENIX, ULRIKA	PV-120878	149.00
167474	RAHNAMA, SANDRA	PV-120868	149.00
167476	NELSON, NATALIE	PV-120865	196.00
167477	PETHTEL, MICHELLE	PV-120866	385.00
167478	TOMCZAK, STEFANI	PV-120871	543.00
167479	TRAN, THAO	PV-120872	200.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167481	ZALE, PAULINA	PV-120875	516.00
167482	VON LORTZ, MARY	PV-120873	1,050.18
167483	E. STEWART AND ASSOCIATES	PO-311723	3,479.00
167484	EDUCATIONAL & COMMUNITY	PO-311959	250.00
		PO-312015	300.00
167485	MAIER INTERNATIONAL INC	PO-312058	5,255.95
		PO-312059	6,778.00
167486	MERCURY DISPOSAL SYSTEM INC.	PO-310600	627.45
167487	MILLER MECHANICAL	PO-312054	675.43
167488	ONE STOP BINDERY	PO-310123	100.00
167489	ORANGE COUNTY REGISTER	PO-310523	211.20
167490	ORANGE CTY PUMP CO	PO-310341	6,752.13
167491	PAC TYPEWRITER & COMM	PO-310193	144.79
167492	PC MALL GOV	PO-311829	51.38
167493	PERMA-BOUND	PO-310669	5,432.36
		PO-310874	3,053.46
		PO-310879	5,095.29
		PO-310947	10,157.80
		PO-311080	3,257.74
167494	PITNEY BOWES/PRESORT SERVICES	PO-311716	11,730.99
167495	PREMIER AGENDAS	PO-312016	1,228.24
167496	PREMIERE WATER SERVICES	PO-310162	1,025.00
167497	PRUDENTIAL OVERALL SUP	PO-310117	194.37
167498	RENAISSANCE LEARNING	PO-310368	194.51
167499	RENAISSANCE LEARNING INC	PO-310032	194.51
		PO-310033	194.51
167500	SHAMROCK SUPPLY CO INC	PO-311677	912.86
167501	SIMPLEX GRINNELL LP	PO-310738	1,020.00
		PO-311442	319.82
167502	SMARDAN SUPPLY COMPANY	PO-310348	905.42
167503	SMART & FINAL	PO-310140	23.52
		PO-310143	76.08
		PO-310399	36.11
167504	SMART & FINAL	PO-311586	355.06
167505	SOUTH COAST ANSWERING SERVICE	PO-310178	322.35
167506	SOUTH COAST FAMILY MEDI CENTER	PO-310467	800.00
167507	SPORT CHALET	PO-310779	7,795.50
167508	SPORTS FACILITIES GROUP INC	PO-310345	1,532.00
167509	SUNSTATE EQUIPMENT COMPANY	PO-310312	90.00
167510	SUPER DUPER INC.	PO-310596	270.60
		PO-310986	655.00
167511	THYSSENKRUPP ELEVATOR CORP	PO-310346	1,867.36
167512	TIME FOR KIDS	PO-312089	588.00
167513	VERIZON WIRELESS	PO-311033	259.25
167514	WATERLINES TECHNOLOGIES INC	PO-310344	3,250.47

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167515	WAXIE	PO-310363	3,389.19
167516	WEST COAST ARBORISTS INC.	PO-311198	1,440.00
167517	WHITE CAP INDUSTRIES INC	PO-310317	1,271.68
167518	SMART & FINAL	PO-311294	285.55
167519	COMMUNITY ROOTS	PO-311308	42,477.00
167520	Capistrano Connections Academy	PO-311335	856,204.00
167521	OPPORTUNITY FOR LEARNING	PO-311334	61,491.00
167522	OXFORD ACADEMY	PO-311336	196,402.00
167523	STATE BD EQUALIZATION	PV-120870	2,327.00
167524	DANIEL, JASON & RUTHIE	PO-310767	5,345.00
167525	DEVEREUX TEXAS TREATMENT	PO-310061	9,435.68
167526	DEVEREUX TEXAS TREATMENT	PO-310274	8,447.12
167527	FAMILY LIFE CENTER BODEGA	PO-310065	23,392.95
167528	GARCIA, IRMA	PO-310995	4,320.00
		PO-311580	300.00
167529	GE CAPITOL	PO-311526	9,363.77
167530	MARDAN CENTER OF ED	PO-310053	2,752.00
		PO-310067	2,580.00
167531	NATIONAL GEOGRAPHIC BEE	PO-311960	90.00
167532	ORANGE CTY TESTING SERV	PO-310768	100.00
167533	PATTERSON, PAMELA	PO-310764	2,670.94
167534	THERAPEUTIC EDUCATION CENTER	PO-310619	990.00
		PO-311016	675.00
167535	WINGARD, RICHARD AND LORENA	PO-311003	2,000.00
167536	ANTIFAE, DONNA	PV-120880	74.27
167537	FRIEDLANDER, DOROTHY	PV-120879	173.70
167538	JOCHAM, SARA	PV-120881	787.73
167539	PALLAS, RYAN	PV-120882	21.09
167540	CREATIVE GYMNASTICS	PV-120883	457.80
167541	H2O SPOT	PV-120885	1,512.00
167542	LJOKA, QUINN A	PV-120886	142.40
167555	ACCOMANDO, JASON	PV-120937	77.00
167556	ALARIO, ZACHARY	PV-120938	104.00
167557	ALBERTO, ALEXANDER	PV-120939	91.00
167558	ALLAIRE, MICHAEL	PV-120940	15.00
167559	ALLEN, JARED	PV-120941	87.00
167560	ANDRZEJEWSKA, BARBARA	PV-120942	70.00
167561	BAHR, SHAWN	PV-120943	70.00
167562	BARES, JACK	PV-120944	15.00
167563	BARI, KATHY	PV-120945	32.16
167564	BARONE, DANIEL	PV-120946	88.00
167565	BEH, JOSHUA	PV-120947	83.00
167566	BELLO, CESAR	PV-120948	15.00
167567	BITOWFT, SANDRA	PV-120949	15.00
167568	BORGES, ANDREA	PV-120950	157.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167569	BRANT, CHRISTOPHER	PV-120951	130.00
167570	BRISENO, BROOKE	PV-120952	15.00
167571	BUCKLER, MAXWELL	PV-120953	20.00
167572	CARTER, BROOKE	PV-120954	87.00
167573	CHAVEZ, DYLAN	PV-120955	82.00
167574	CHO, JIYOON	PV-120957	47.00
167575	CLARKE, TRAVIS	PV-120956	80.00
167576	COLUMNA, KIRA/CODY	PV-120958	87.00
167577	COODY, AVERY	PV-120959	77.00
167578	DATTE, MEGAN	PV-120960	69.00
167579	DELOYE, LUCAS	PV-120961	91.00
		PV-120962	88.00
167580	DUNNE, RYAN	PV-120964	81.00
167581	ENGLE, WILLIAM	PV-120985	87.00
167582	FLORES, JOCELYN	PV-120965	91.00
167583	FRIEDMAN, ALYSSA	PV-120966	87.00
167584	GILES, JARED	PV-120967	87.00
167585	GRANELLI, OMAR	PV-120968	15.00
167586	GREFFIN, KELSEY	PV-120969	87.00
167587	HEIM, CALVIN	PV-120971	22.00
167588	HICKMAN, JOSHUA	PV-120973	88.00
167589	HILBURN, DANIELLE	PV-120974	25.00
167590	HOWARD, KATHERINE	PV-120975	69.00
167591	IBARRA, REUBEN	PV-120976	15.00
167592	JARAMILLO, AMANDA	PV-120977	80.00
167593	JOHNSON, TREVOR	PV-120978	84.00
167594	JUNG, ALEX	PV-120979	85.00
167595	KILPATRICK, TREVOR	PV-120980	165.00
167596	LEICHT, MAX	PV-120981	15.00
167597	LUNA, ELISABETH	PV-120982	15.00
167598	MACCARO, CIARA	PV-120983	88.00
167599	MARTIN, MICHELLE	PV-120984	15.00
167600	MCANULLA, EMILY	PV-120986	95.00
167601	MCCLUSKEY, TAYLOR	PV-120987	84.00
167602	MCMULLIN, TARA	PV-120988	69.00
167603	NAGEL, SPENCER	PV-120989	64.00
167604	NAVARRO, BRIANNA	PV-120990	88.00
167605	RAFIQ, AMIR	PV-120992	69.00
167606	RAULLI, CHRIS	PV-120991	84.00
167607	ROSENTHAL, MAX	PV-120993	119.00
167608	ROSNEY, KIRA	PV-120994	70.00
167609	RYDELSKI, JESSICA	PV-120995	15.00
167610	SCHRIVER, MATT	PV-120996	69.00
167611	SILVER, BRIAN	PV-120997	80.00
167612	SOUZA, PERRI	PV-120998	80.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167613	STINSON, RACHEL	PV-120999	94.00
167614	TIETZER, NICOLE	PV-121000	71.00
167615	TORRES, SABRINA	PV-121002	80.00
167616	TRAIEH, KASSANDRA	PV-121001	15.00
167617	VACA, MOISES	PV-121003	12.00
167618	MACMILLAN/MCGRAW-HILL	PO-310865	921.45
		PO-310866	899.28
167619	MCGRAW-HILL	PO-310863	258.77
167620	MCGRAW-HILL COMPANIES	PO-310868	1,921.16
		PO-311624	53,660.29
167621	MIND RESEARCH INSTITUTE	PO-310106	7,700.00
167622	MNJ TECHNOLOGIES DIRECT INC	PO-311459	217.72
167623	ORANGE COUNTY REGISTER	PO-312126	168.09
167624	ORANGE CTY HEALTH AGENCY	PO-310536	1,439.00
167625	TRANSTRAKS	PO-312128	1,275.00
167626	WORLD OF AWNINGS & CANOPIES	PO-311573	3,458.81
167627	COMMERCIAL FENCE & IRON WORKS	PO-310295	1,675.00
167628	CONSOLIDATED ELECT DISTR	PO-310545	2,720.52
167629	GILBERT & STEARNS INC	PO-310298	197.84
167630	PACIFIC MOBILE HOME CONS	PO-311177	3,630.66
		PO-311786	6,834.89
167631	PACIFIC PLUMBING COMPANY OF	PO-310301	882.30
		PO-312055	9,382.05
167632	PACIFIC ROOFING SYSTEMS	PO-311738	23,084.70
		PO-311813	22,777.70
		PO-311827	13,568.00
		PO-311830	10,179.00
167633	BRYCE BAUM VOLLEYBALL INC	PV-121019	11,660.00
167634	BENS ASPHALT	PO-310329	32,015.00
167635	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	46,815.09
167636	RELIANCE STANDARD LIFE INS CO	PO-310008	13,681.29
167637	ALISO VIEJO COMMUNITY ASSN	PO-312171	1,807.00
167638	CITY OF SAN JUAN CAPISTRANO	PO-310360	17,819.47
167639	GEORGE COOPER RUDOLPH ATTORNEY	PO-311284	20,654.44
167640	MOULTON NIGUEL WATER	PO-310358	12,610.59
167641	SAN DIEGO GAS & ELECTRIC	PO-310354	84,523.70
167642	SANTA MARGARITA WATER	PO-310357	7,465.79
167643	SO CAL GAS CO	PO-310352	8,375.48
167644	SOUTHERN CALIFORNIA EDISON	PO-310353	115,582.52
167645	CUSD REVOLVING CASH	CM-120066	0.74-
		PV-120926	885.00
167646	CUSD REVOLVING CASH	PV-120926	387.00
167647	ACSI	PO-312129	2,047.00
167648	CAPPO INC - OC MAVERICKS	PO-312111	230.00
167649	THINKING MAPS INC	PO-310015	3,885.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167650	WINGARD, RICHARD AND LORENA	PO-311003	1,000.00
167651	YMCA OF ORANGE COUNTY	PO-311668	4,013.27
167652	DISCOUNT OFFICE SERVICES	PO-310419	732.94
167653	JOHNSTONE SUPPLY	PO-310337	2,480.78
167654	LAKESHORE	PO-310094	257.15
		PO-310097	134.47
		PO-310099	163.50
167655	ANTONIUS, LYNDA	PV-121004	93.24
167656	AVILA, THERESE	PV-121005	34.41
167657	BARRETT, JANET S	PV-121006	120.44
167658	BENE, CHERI	PV-121007	116.55
167659	BRANNON, DESIREE	PV-121024	182.04
167660	BRUNSON JR., LARRY W.	PV-121008	154.85
167661	COX, LINDA	PV-121010	102.12
167662	CROSS, MINDY	PV-121011	209.79
167663	EDEN, CRIS	PV-121012	39.96
167664	EFFENBERGER, PATRICIA	PV-121013	109.89
167665	IMSLAND, TRACEY	PV-121016	52.17
167666	JACOBS, ALLISON	PV-121017	119.33
167667	KENNEY, VALERIE	PV-121018	9.99
167668	METTERT, LISA M	PV-121020	133.76
167669	SHAH, RANA	PV-121021	14.43
167670	TABARI, LISA SEYEDI	PV-121022	109.89
167671	YSLAS, BOBBIE SUE	PV-121023	56.06
167672	CARSE, BARBARA	PV-121009	34.41
167673	FREY, DEBORAH	PV-121014	55.50
167674	GAST, LUCIBEL	PV-121015	56.61
167675	ALEXANDER, CHAD	PV-121025	18.00
167676	AMEZCUA, JENNIFER	PV-121026	15.00
167677	BECK, JACK	PV-121027	85.00
167678	BECKER, ALISSA	PV-121028	93.00
167679	BILLS, LAUREN	PV-121029	77.00
167680	BULLARD, BO	PV-121030	15.00
167681	CRAIN, VALEN	PV-121031	172.00
167682	DALU, DEAN	PV-121032	60.00
167683	DAY, ADAM	PV-121033	60.00
167684	DECAIR, JESSICA	PV-121034	60.00
167685	FARLEY, JOSEPH M	PV-121035	85.00
167686	FIELDS, CARRINGTON	PV-121036	12.00
167687	GALA, TROY	PV-121037	71.00
167688	GAO, CHRISTIAN	PV-121038	119.00
167689	HALL, KELLI	PV-121039	10.00
167690	HARRIS, KORY	PV-121041	77.00
167691	HENERSON, CAROLYN	PV-121042	31.98
167692	HOSTETTER, CANDACE	PV-121043	7.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167693	HUFF, TYLER	PV-121044	77.00
167694	LEARD, KENNETH	PV-121046	60.00
167695	LIM, JEREMY	PV-121048	30.00
167696	MILLA, MATTHEW	PV-121049	94.00
167697	MOE, KENNETH L	PV-121050	36.06
167698	MORRIS, MANDY	PV-121051	87.00
167699	NGUYEN, CHRISTIAN	PV-121052	69.00
167700	NGUYEN, ERIC	PV-121053	18.00
167701	OREM, BENJAMIN	PV-121054	82.00
167702	OROZCO, FABIAN	PV-121055	30.00
167703	PEAK, MARISSA	PV-121056	15.00
167704	PENA, BRIAN	PV-121057	12.00
167705	PRESLEY, MELISSA	PV-121058	77.00
167706	RUBINSTEIN, RACHEL	PV-121059	82.00
167707	RUNNING, ERIN	PV-121060	82.00
167708	SAMMUT, JOHN	PV-121061	83.00
167709	SCHOLL, BARBARA	PV-121062	82.08
167710	SEDERQUIST, DEBRA	PV-121063	74.00
167711	SHOUSE, KANYON	PV-121064	15.00
167712	TANNER, JOHN	PV-121065	94.00
167713	TIAN, KAREN	PV-121066	42.00
167714	VEIT, SYDNEY	PV-121067	130.00
167715	VERNA, ANGELA	PV-121069	98.00
167716	WARD, KRISTA	PV-121070	80.00
167717	WEBER, KATHERINE	PV-121071	15.00
167718	WYSS, JULIE	PV-121072	17.00
167719	YOCAM, GARRETT	PV-121073	69.00
167720	HANSON, KATHY	PV-121040	45.22
167721	VERMEULEN, DONALD	PV-121068	56.14
167722	KEELER, DEBRA	PV-121045	840.00
167723	L-1 ENROLLMENT SERVICES DIV	PV-121047	4,000.00
167724	A Z BUS SALES INC	PO-310562	6,259.97
167725	AAA ELECTRIC MOTOR SALES	PO-310238	1,419.88
167726	ACCURATE AIR ENGINEERING INC	PO-310567	1,224.11
167727	ADVANTAGE RADIATOR	PO-310566	503.19
167728	ALISO NIGUEL AUTO CARE	PO-310569	6,085.10
167729	ARIEL SUPPLY	PO-311440	62.39
		PO-311684	38.68
167730	BADEN SPORTS INC	PO-311674	593.01
167731	BETTER BUSINESS RECORDS	PO-311237	7.49
167732	CAL-STATE AUTO PARTS INC	PO-310595	347.71
167733	CAMCOR INC	PO-311460	2,595.82
		PO-311465	1,612.98
167734	CARD INTEGRATORS	PO-311941	456.78
167735	CENTER FOR IMPROVEMENT OF	PO-311850	766.27

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167736	CHEVROLET OF IRVINE	PO-310593	41.38
167737	CINTAS CORP	PO-310339	9,151.69
		PO-311380	67.74
167738	CINTAS CORPORATION #640	PO-311208	577.52
167739	CINTAS FIRST AID & SAFETY	PO-310240	140.93
167740	CLARK SECURITY PRODUCTS	PO-310331	356.67
167741	COAST RECREATION	PO-311574	613.46
167742	COLLEGE BOARD PUBLICATIONS	PO-312032	132.74
167743	COMMUNITY PLAYTHINGS	PO-311476	4,051.40
167744	CURRICULUM ASSOCIATES, LLC	PO-311441	217.71
167745	DANBRU WIRE & CABLE INC	PO-310332	614.18
167746	DAVE BANG ASSOCIATES INC	PO-311688	4,326.93
167747	DENAULT'S HARDWARE	PO-310223	103.87
		PO-310528	49.50
167748	DUNN-EDWARDS CORP	PO-310333	499.40
167749	CARLOS GUZMAN INC	PO-310594	21,592.52
167750	EVERGREEN OIL INC	PO-310524	857.82
167751	FACTORY MOTOR PARTS	PO-310590	1,143.51
167752	FLINN SCIENTIFIC INC	PO-310755	666.06
167753	FOLLETT EDUCATIONAL SVC	PO-311700	183.49
167754	FRICTION MATERIALS CO.	PO-310588	3,215.90
167755	GOLDEN RULE BINDERY	PO-310900	5,088.92
167756	GOLDEN STAR TECHNOLOGY INC.	PO-311853	1,567.12
167757	HAAN CRAFTS	PO-310486	634.12
167758	HEWLETT-PACKARD COMPANY	PO-311686	88.25
167759	HIRSCH PIPE & SUPPLY	PO-310310	58.35
167760	HOLT MCDOUGAL	PO-310926	32,312.07
167761	HYDRO-SCAPE PRODUCTS INC	PO-310325	514.36
167762	IBBS	PO-311139	526.66
167763	IMAGE 2000	PO-310338	138.67
		PO-311414	406.75
		PO-311529	794.64
167764	INTERSTATE BATTERIES	PO-310587	996.46
167765	IPC USA	PO-310586	26,011.29
167766	JASPER ENGINE & TRANSMISSION	PO-310584	5,132.31
167767	BANK OF AMERICA NATIONAL	PO-311174	49,815.60
167768	JOURNEY CHARTER SCHOOL	PO-311338	96,941.00
		PO-312227	272,227.00
167769	AT&T	PO-310361	21.09
167770	E. STEWART AND ASSOCIATES	PO-311723	9,799.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167771	MAIER INTERNATIONAL INC	PO-311550	5,094.77
		PO-311552	37,029.36
		PO-311726	2,505.50
		PO-311746	3,907.00
		PO-311753	2,085.00
		PO-311774	2,085.00
		PO-311817	2,085.00
		PO-312043	4,397.50
		PO-312246	13,805.00
167772	NORAM INTERNATIONAL CORP	PO-311453	2,598.93
167773	OFFICE DEPOT	PO-310138	2,070.68
		PO-310520	3,540.23
		PO-310544	355.37
		PO-311448	84.53
167774	PACWEST AIR FILTER	PO-310342	9,230.69
167775	PEARSON EDUCATION	PO-310877	963.18
		PO-310910	4,107.64
		PO-310916	3,198.43
		PO-310950	12,201.10
		PO-310963	800.52
		PO-311356	2,487.79
		PO-311629	2,878.96
		PO-311699	854.93
		PO-311718	1,138.14
		PO-311897	116.12
167776	PERMA-BOUND	PO-311710	3,294.99
167777	POSTMASTER PERMIT #44	PO-312311	10,000.00
167778	REALLY GOOD STUFF	CL-011117	83.88
		CL-011118	101.83
167779	SCANTRON SERVICE GROUP	PO-310706	203.07
167780	SCOTT FORESMAN	PO-310815	8,485.71
		PO-310826	10,594.32
		PO-310827	9,472.53
		PO-310828	4,985.29
		PO-310832	10,792.16
		PO-310845	11,364.23
167781	SCOTT FORESMAN	PO-311566	1,026.39
167782	SIMPLEX GRINNELL LP	PO-310728	5,705.81
		PO-310738	13,070.00
		PO-310750	4,030.00
		PO-311442	1,314.81
167783	SMART & FINAL	PO-310140	52.14
		PO-310142	80.53
		PO-310399	78.79
167784	SO COAST AIR QULTY MGMT	PO-310557	719.97

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167785	SOUTHERN CA BOILER INC	PO-310302	1,188.89
167786	SPARKLETTS	PO-310505	25.12
		PO-311281	38.05
		PO-311307	265.72
		PO-311600	6.39
		PO-311603	40.42
167787	SPECIALTY EQUIPMENT CO	PO-311387	739.17
167788	SPICERS PAPER CO	PO-310277	6,601.34
167789	SPORTS FACILITIES GROUP INC	PO-310345	875.00
167790	STAPLES ADVANTAGE	-	
		PO-310124	152.74
		PO-310145	253.65
		PO-310146	239.09
		PO-310148	809.99
		PO-310408	104.07
		PO-310409	591.72
		PO-310410	941.27
		PO-310416	2,197.52
167791	STAPLES ADVANTAGE	PO-310416	957.66
		PO-310432	1,992.19
		PO-310543	311.52
		PO-310746	644.36
		PO-311020	302.76
		PO-311136	13.48
		PO-311239	967.66
		PO-311344	65.62
		PO-311588	1,926.99
		PO-311599	890.86
167792	SUPER DUPER INC.	PO-310079	153.80
		PO-310089	60.88
167793	TELL STEEL INC	PO-310175	1,547.61
167794	THYSSENKRUPP ELEVATOR CORP	PO-310346	1,610.00
167795	UNIQUE SWEEPING	PO-310559	252.00
167796	UNITED RENTALS	PO-310313	669.80
167797	VISTA PAINT CORP	PO-310170	59.89
167798	WATERLINES TECHNOLOGIES INC	PO-310344	3,454.28
167799	WAXIE	PO-310363	4,656.20
167800	WESTERN EXTERMINATORS	PO-310315	500.00
167801	HM RECEIVABLES CO LLC	PO-310208	2,339.69
167802	OFFICE DEPOT	PO-310139	57.75
167803	PC MALL GOV	PO-311652	165.54
167804	OFFICE DEPOT	PO-310137	274.37

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167805	SPARKLETTS	PO-311485	4.00
		PO-311486	0.02
		PO-311487	4.00
		PO-311489	2.00
		PO-311491	0.02
		PO-311492	20.48
		PO-311493	2.40
		PO-311494	8.94
		PO-311495	0.01
		PO-311497	6.39
		PO-311498	4.39
		PO-311500	0.02
		PO-311502	26.91
		PO-311504	4.00
		PO-311505	6.87
		PO-311507	4.00
167806	STAPLES ADVANTAGE	PO-310147	206.75
167807	MCMAHAN DESK INC	PO-311467	549.53
		PO-311807	599.09
167808	STAPLES ADVANTAGE	PO-310374	287.70
		PO-310375	287.70
		PO-310541	201.47
167809	STAPLES BUSINESS ADVANTAGE	PO-311468	575.39
167810	STAPLES ADVANTAGE	PO-310541	291.53
167811	STAPLES ADVANTAGE	PO-310541	248.42
167812	MOULTON NIGUEL WATER	PO-310358	4,850.75
167813	SAN DIEGO GAS & ELECTRIC	PO-310354	69,003.37
167814	SO CAL GAS CO	PO-310352	212.56
167815	SOUTHERN CALIFORNIA EDISON	PO-310353	73,236.83
167816	ABATEC INC	PO-311164	9,315.00
167817	ABLENET INC	PO-311030	145.86
167818	ACADEMIC THERAPY PUBL	PO-311988	165.94
167819	AUDIOMETRICS	PO-310252	565.69
167820	AUTO SHOP EQUIP CO INC	PO-310565	370.00
167821	BIO RAD LABORATORIES	PO-311930	290.39
167822	BIOMETRICS4ALL INC	PO-310470	106.50
167823	BJ BINDERY	PO-312305	444.00
167824	BOYCE INDUSTRIES	PO-310292	432.66
167825	CAMCOR INC	PO-311369	537.66
		PO-311421	865.27
167826	CAPISTRANO GOLF CARS	PO-310323	2,241.94
		PO-310349	2,066.32
167827	CAROLINA BIOLOGICAL SUPPLY CO	PO-311867	133.20
167828	CLARK SECURITY PRODUCTS	PO-310331	526.03
167829	CREATIVE CONTRACTORS CORP	PO-311795	595.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167830	DEMCO	PO-311102	100.24
167831	EDGEWOOD PRESS INC	PO-311657	544.14
167832	FLINN SCIENTIFIC INC	PO-310772	1,679.69
		PO-310773	1,340.30
167833	GLEN PRODUCTS	PO-310335	333.60
167834	GLENCOE A DIV OF	PO-310657	11,555.71
		PO-311630	817.04
167835	GOV CONNECTION INC	PO-311423	122.40
		PO-311873	86.09
		PO-312068	17,145.95
167836	HEWLETT-PACKARD COMPANY	PO-311419	308.87
		PO-311422	44.12
		PO-311447	44.12
		PO-311750	22.61
		PO-311821	44.12
167837	INSIGHT SYSTEMS EXCHANGE	PO-311908	1,003.90
167838	LAWNMOWERS ETC	PO-310327	978.50
167839	LACEFIELD, PATRICIA	PV-121076	466.00
167840	TIMMERING, KENNETH	PV-121077	466.00
167841	WONG, LEILA	PV-121078	466.00
167842	DISCOUNT OFFICE SERVICES	PO-310149	83.52
		PO-311685	322.73
167843	LAKESHORE LEARNING MATLS	PO-311952	1,516.04
167844	COMMUNITY CARE LICENSING	PV-121080	6,930.00
167845	LOYER, KATHLEEN M. INC	PV-121079	35,000.00
167846	LOYER, LAW OFFICES OF KATHLEEN	PV-121081	95,000.00
167847	CONNECTICUT GEN LIFE INS CO	PO-310011	34,416.04
167848	CONNECTICUT GENERAL LIFE	PO-310010	14,135.29
167849	PARENT PROJECT INC.	PO-311662	1,500.00
167850	CITY OF SAN CLEMENTE	PO-310359	19,196.54
167851	CITY OF SAN JUAN CAPISTRANO	PO-310360	4,515.28
167852	COUNTY OF ORANGE-WASTE MNGT	PO-310351	1,557.34
167853	MOULTON NIGUEL WATER	PO-310358	3,241.23
167854	SAN DIEGO GAS & ELECTRIC	PO-310354	103,830.33
167855	SANTA MARGARITA WATER	PO-310357	2,048.80
167856	SO CAL GAS CO	PO-310352	5,556.90
167857	SO COAST WATER DIST	PO-310355	6,575.40
167858	SOLAG / CR&R	PO-310350	13,865.51
167859	AIR CONDITIONING CONTROL SYS	PO-310236	433.33
167860	ALISO VIEJO AUTO SERVICE	PO-310568	1,258.77
167861	AMS NET	PO-311054	13,660.24
		PO-311057	12,736.73
		PO-311058	20,871.53
167862	ASSOC BUSINESS PRODUCTS	PO-310231	178.33
167863	ASSOCIATION OF CALIFORNIA	PO-310469	260.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167864	BAVCO	PO-310304	1,476.18
167865	BEYOND PLAY	PO-312099	108.55
167866	C & L CUSTOM LETTERING	PO-312279	3,706.19
167867	CALLOWAY HOUSE INC	PO-312026	86.93
167868	CINTAS DOCUMENT MANAGEMENT	PO-311607	206.00
167869	COMMUNICATIONS USA	PO-311578	247.83
167870	COSTCO S.J.C.	PO-311788	630.93
167871	CULVER-NEWLIN INC	PO-305947	1,283.79
		PO-311316	5,411.98
167872	DANBRU WIRE & CABLE INC	PO-311966	87.28
167873	EBERHARD EQUIPMENT	PO-310324	137.68
167874	EXPANDING EXPRESSION	PO-312030	252.00
167875	FEDERAL EXPRESS CORP	PO-310134	38.42
167876	FITNESS FINDERS INC	PO-312013	482.36
167877	FOLLETT LIBRARY RESOURCES	PO-311250	360.93
		PO-311262	165.18
		PO-312186	593.68
167878	GANAHL LUMBER	PO-310309	30.76
167879	GLEN PRODUCTS	PO-310335	137.32
167880	GOPHER ATHLETIC/SPORTS	PO-310735	76.40
		PO-311242	322.20
		PO-311426	974.73
		PO-311697	56.16
		PO-311789	42.38
		PO-311862	544.16
		PO-311994	1,130.56
		PO-312017	215.40
167881	GOV CONNECTION INC	PO-311531	374.11
167882	HEINEMANN PUBLISHING	PO-311709	1,086.10
167883	HITT MARKING DEVICE	PO-312152	38.51
167884	IPC USA	PO-310586	25,316.31
167885	IRON MOUNTAIN	PO-310801	315.49
167886	JANELLE PUBLICATIONS INC	PO-312087	31.00
167887	JOURNEY WORKS PUBLISHING	PO-312012	202.92
167888	LINGUI SYSTEMS INC	PO-312075	148.85
		PO-312078	86.80
		PO-312079	209.75
		PO-312080	41.95
167889	IRON MOUNTAIN	PO-310026	849.63
167890	PACIFIC MOBILE HOME CONS	PO-311553	7,510.45
167891	PACIFIC ROOFING SYSTEMS	PO-311812	801.00
167892	TANDUS FLOORING INC.	PO-311758	2,993.52
167893	CORVEL ENTERPRISE COMP INC	PO-310024	77,219.00
167894	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	50,187.00
167895	RELIANCE STANDARD LIFE INS CO	PO-310008	13,726.75

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167896	UNUM LIFE INSURANCE	PO-310009	9,418.68
167897	CORVEL CORPORATION	PO-310025	20,220.29
167898	Capistrano Connections Academy	PV-121103	205,852.37
		PV-121105	261,320.84
167899	OPPORTUNITY FOR LEARNING	PV-121102	33,744.92
		PV-121104	36,406.06
167900	COX COMMUNICATIONS	PO-311783	13,995.96
167901	MERCURY DISPOSAL SYSTEM INC.	PO-310600	688.02
167902	MILLER MECHANICAL	PO-312054	185.78
167903	MOBILE COMM REPAIR INC	PO-310582	1,696.31
167904	MOBILE FLEET WASH	PO-310581	2,853.50
167905	MOORES MUFFLER SER, DOUG	PO-310527	353.02
167906	NATIONWIDE FIRE PROTECTION	PO-310533	1,516.38
167907	NEUPAC RESOURCES INC	PO-310736	574.20
167908	OC DIESEL	PO-310580	11,117.35
167909	ORANGE COUNTY FIRE PROTECTION	PO-310537	341.00
167910	ORANGE CTY TANK TESTING	PO-310579	4,289.14
167911	PACIFIC GO NATURAL GAS	PO-310578	12,528.71
167912	PACWEST AIR FILTER	PO-310342	6,954.35
167913	PARKHOUSE TIRE INC.	PO-310576	8,427.00
167914	PEARSON EDUCATION	PO-312096	4,781.23
167915	PITNEY BOWES/PRESORT SERVICES	PO-310127	79.32
167916	PRAXAIR	PO-310550	111.60
		PO-311608	37.20
167917	PRECISION SPEEDOMETER SR	PO-310549	343.06
167918	QUALITY TOWING	PO-310540	295.00
167919	RADIO SHACK ACCOUNTS REC	PO-311224	106.52
167920	RICKS TRAILER SUP	PO-310538	2,674.17
167921	RINCON TRUCK PARTS	PO-310575	10,191.05
167922	SANTA MARGARITA FORD	PO-310574	2,027.71
167923	SCHAEFFER MFG	PO-310573	729.92
167924	SEHI COMPUTER	PO-310110	251.87
167925	SIMPLEX GRINNELL LP	PO-310728	1,533.83
167926	SMARDAN SUPPLY COMPANY	PO-310348	1,548.46
167927	SMOG EXPRESS	PO-310558	129.90
167928	SNAP-ON TOOLS INDUSTRIAL	CL-011351	47.56
167929	SOLARWINDS	PO-311811	2,370.00
167930	STORAGE CONTAINER.COM	PO-311582	7,542.50
167931	TAYLOR SECURITY & LOCK CO. INC	PO-311428	12,600.00
		PO-311431	2,100.00
		PO-311432	5,040.00
		PO-311434	455.00
		PO-311435	3,780.00
167932	THYSSENKRUPP ELEVATOR CORP	PO-310346	280.00
167933	TIFCO INDUSTRIES	PO-310554	1,105.64

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167934	TOXGUARD FLUID TECHNOLOGIES	PO-310552	625.80
167935	TRUCPAR CO	PO-310570	5,721.18
167936	TUTTLE-CLICK FORD	PO-310571	10,774.55
167937	UNITED TRANSMISSION EXCHANGE	PO-311218	1,934.11
167938	WAL MART COMMUNITY	PO-311234	99.37
167939	WARDS NATURAL SCIENCE	CL-011085	375.80
		PO-305673	442.50
167940	WEST COAST ARBORISTS INC.	PO-312260	14,796.00
167941	WESTERN GRAPHIX	PO-310169	647.83
167942	WAL MART COMMUNITY	PO-311296	193.93
167943	WAL MART COMMUNITY	PO-311295	88.50
167944	CITY OF SAN CLEMENTE	PO-310359	6,427.23
167945	CITY OF SAN JUAN CAPISTRANO	PO-310360	5,733.20
167946	MOULTON NIGUEL WATER	PO-310358	14,956.56
167947	ORANGE CTY DEPT EDUC	PO-311189	4,960.14
167948	SAN DIEGO GAS & ELECTRIC	PO-310354	138,021.99
167949	SANTA MARGARITA WATER	PO-310357	1,346.69
167950	SO CAL GAS CO	PO-310352	923.22
167951	UNION BANK OF CALIFORNIA	PV-121109	2,808.50
167952	EXECUTIVE ENVIRONMENTAL SVCS	PO-312357	172.00
		PO-312358	6,318.57
		PO-312404	2,616.56
167953	A Z BUS SALES INC	PO-310562	2,294.27
167954	BEACH CITIES GLASS	PO-310572	106.31
167955	BRAIN POP	PO-311962	195.00
167956	BUSINESS RADIO LICENSING	PO-312359	110.00
167957	C D T INC.	PO-310795	1,038.25
167958	CAMBRIDGE UNIV PRESS	PO-312119	560.51
167959	CARLOS GUZMAN INC	PO-310594	1,934.78
		PO-312254	20,022.89
167960	COTO CONSTRUCTION	PO-312374	1,980.00
		PO-312376	1,452.00
		PO-312388	350.00
167961	DAVE BANG ASSOCIATES INC	PO-311755	1,066.73
167962	DIGITAL NETWORKS GROUP	PO-311325	2,135.60
167963	DISNEY EDUCATIONAL PRODUCTIONS	PO-311383	646.28
167964	DOHENY BUILDERS SUPPLY	PO-310308	464.62
167965	ECS IMAGING INC	PO-311175	3,000.00
		PO-312395	155.78
167966	FOLLETT EDUCATIONAL SVC	PO-310850	179.95
		PO-310853	1,495.52
		PO-310923	2,959.68

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
167967	FOLLETT LIBRARY RESOURCES	PO-311264	221.56
		PO-311268	493.85
		PO-311274	382.99
		PO-311365	1,094.93
167968	FREEWAY AUTO SUPPLY & MACHINE	PO-310529	354.90
167969	GEISENS AUTO UPHOLSTERY	PO-310531	348.49
167970	IMAGE 2000	PO-311417	794.12
		PO-311458	317.31
167971	KELLY PAPER COMPANY	PO-310113	3,020.69
167972	LESLIES SWIMMING POOL SUPPLY	PO-310217	176.05
167973	ACOSTA, BRENDA	PV-121110	154.85
167974	BROWN, SUSAN	PV-121111	67.16
167975	CAMPBELL, MEGAN	PV-121112	48.84
167976	DELFOSSE, MICHAEL	PV-121113	56.06
167977	EXWORTHY, MARK	PV-121115	496.17
167978	GINSBERG-BROWN, CLAUDIA	PV-121116	45.51
167979	HANAFORD, LAURA	PV-121117	87.69
167980	HARMAN, NANCY	PV-121118	190.92
167981	HERNANDEZ, MARLO	PV-121119	61.61
167982	HEUSER, RACHEL	PV-121120	286.94
167983	KELLMAN, KATHLEEN	PV-121121	260.85
167984	KIMMELL-CAMOIA, JULIE	PV-121122	223.11
167985	LEWIS, DAWN	PV-121123	42.74
167986	LUDLOW, JACK	PV-121124	15.54
167987	MENDEL, LINDA	PV-121125	166.50
167988	PEREZ, VIRGINIA	PV-121126	38.85
167989	ROCHE, ANN	PV-121127	246.42
167990	RODRIGUEZ, MICHELLE	PV-121128	171.50
167991	SHEA HINNAG, REBECCA	PV-121129	62.72
167992	SHERRIE, LORRAINE	PV-121130	21.65
167993	TAYNE, JULIE	PV-121133	113.22
167994	WEINELL, CAROL	PV-121131	171.50
167995	WYNNE, LAUREN	PV-121132	68.82
167996	EDEN, CRIS	PV-121114	94.35
167997	PEREZ, VIRGINIA	PV-121126	54.95
167998	ASTOR, KEVIN	PV-121134	69.95
167999	BARKEMA, HALEY	PV-121135	15.00
168000	BARRAS, MELISSA	PV-121136	20.00
168001	BECERRA, IAN	PV-121137	85.00
168002	BELTRAN, ANDREW	PV-121138	85.00
168003	BENAVIDES, CHRISTINE	PV-121139	77.00
168004	BENNETT, BRIANOR LEANN	PV-121140	21.00
168005	BOHUSLAVIZKI, TAMMI	PV-121141	82.00
168006	BRANT, MICHELLE	PV-121142	81.00
168007	CARRILLO, HUMBERTO	PV-121143	10.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
168008	CARVAJAL, IRENE	PV-121144	9.00
168009	CEASE, LYSLE	PV-121145	80.00
168010	CHAVEZ, MAX	PV-121146	87.00
168011	COCO, COREY	PV-121147	82.00
168012	COSTELLO, PIERCE	PV-121148	83.00
168013	CRISOSTOMO, ANAKAREN	PV-121149	19.00
168014	CRUZ-DUARTE, MAYRA	PV-121150	10.00
168015	DE MARCHI, ADRIANA	PV-121152	18.00
168016	DEDIANOUS BASHE, JESSE	PV-121151	87.00
168017	DIAZ DE LEON, ENRIQUE	PV-121153	13.00
168018	EDELSTEIN, RACHEL	PV-121154	80.00
168019	ERNULT, MONZERRAT	PV-121159	15.00
168020	ESCALONA, MINDY	PV-121160	15.00
168021	FERNALD, MELISSA	PV-121155	25.00
168022	FIGUEROA, GABRIELA	PV-121156	10.00
168023	FIRMAN, KATELYNN	PV-121157	157.00
168024	FRAHM, JENNIFER	PV-121161	81.00
168025	FREGIN, DEBBIE	PV-121162	88.00
168026	HAROUTUNIAN, ISABELLE	PV-121163	15.00
168027	HOLCOMB, ROCK	PV-121164	80.00
168028	HONG, ASHLEY	PV-121165	41.00
168029	HOWE, DALE OR RITA	PV-121166	88.00
168030	HUGHES, ANDREW	PV-121167	84.00
168031	HYUN KIM, JOON	PV-121171	117.00
168032	JACOBO, DENISE	PV-121168	88.00
168033	JENSEN, JONATHAN	PV-121169	77.00
168034	JOCHAM, EMILY	PV-121170	93.00
168035	RODRIGUEZ FUENTES, MARIO	PV-121158	77.00
168036	HANNAH, JANA	PV-121172	77.00
168037	LANTRY, AUBREE	PV-121173	62.00
168038	LINNES, NATALEE	PV-121174	20.00
168039	MALI, KAUMULI	PV-121175	70.00
168040	MCCORMICK, KEVIN	PV-121176	88.00
168041	MEJER, KODIE	PV-121177	80.00
168042	MENDOZA, MICHAEL	PV-121208	69.00
168043	MONAHAN, KAREN	PV-121178	69.00
168044	MORGAN, BRANDON	PV-121179	16.00
168045	MOSIER, SYDNEY	PV-121180	167.00
168046	MUNIZ, EVARARDO	PV-121181	12.00
168047	NAKAKIHARA, MADISON	PV-121182	69.00
168048	NEWMAN, JOSEPH	PV-121183	10.00
168049	OCAMPO MENA, JAVIER	PV-121184	10.00
168050	OLIVER, MATTHEW	PV-121185	62.00
168051	OSMAN, JAMIE	PV-121186	15.00
168052	PACIFIC LANDCRAFTERS	PV-121187	15.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
168053	PILL, BRETT	PV-121188	80.00
168054	POWELL, DEVIN	PV-121189	22.00
168055	RODRIGUEZ, MARIA	PV-121190	77.00
168056	SCREETON, JACQUELINE	PV-121191	77.00
168057	SECRETARIO, JEREMY	PV-121192	10.00
168058	SELLINGER, MIKAYLA	PV-121193	93.00
168059	SHELDON, BRANDON	PV-121194	13.00
168060	SHOJAEI, SHAHRIAR	PV-121195	20.00
168061	SMITH, CRAIG	PV-121196	80.00
168062	SOTO, JENNA	PV-121197	60.00
168063	SWINDELL, JORDAN	PV-121198	77.00
168064	SZAFIRSKY, CHAZ	PV-121199	77.00
168065	TRUNCAL LEVINE, DARLENE	PV-121200	77.00
168066	UPSHAW, MARY	PV-121201	10.00
168067	WALLACE, LAURA	PV-121202	20.00
168068	WAPATO, THERESA	PV-121204	37.00
168069	WEST, BRITTANY	PV-121203	30.00
168070	WILLIAMS, MATTHEW	PV-121205	80.00
168071	YACCINO, JULIE	PV-121206	77.00
168072	ZAWOYSKY, JACOB	PV-121207	14.00
168073	AMERICAN LOGISTICS COMPANY LLC	PO-311532	8,235.00
168074	COMMUNITY ROOTS	PO-312258	36,631.00
168075	KEY GOVERNMENT FINANCE INC	PO-312010	25,737.11
168076	ORANGE COUNTY DEPT OF EDUCATIO	CL-011877	39,338.00
168077	XEROX CORPORATION	PO-312154	420,403.25
		PO-312155	50,673.04
168078	ART MASTERS INC	PO-311074	2,118.00
		PO-311076	1,424.00
		PO-311077	1,894.00
		PO-311528	1,911.00
		PO-311581	2,139.00
168079	CAPO-LAGUNA BEACH ROP	CL-011642	16,497.01
		CL-011643	17,664.30
168080	CRARY, BRENDA	PO-310994	2,520.00
168081	MEET THE MASTERS	PO-310459	2,928.38
168082	ORANGE CTY DEPT EDUC	CL-010567	30.00
168083	YMCA OF ORANGE COUNTY	PO-311670	10,862.41
168084	STEIN, CHRISTINE E	PO-311319	3,360.00
168085	APPLE COMPUTER INC	PO-311225	876.96
		PO-311349	8,493.68
		PO-311501	1,987.06
		PO-311845	6,875.09
		PO-311848	10,999.13

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
168086	DELL MARKETING L P	PO-311759	134.74
		PO-311762	67.36
		PO-311765	1,472.10
		PO-311766	134.74
		PO-311838	1,324.17
		PO-311839	1,213.59
		PO-311843	1,231.61
		PO-311855	6,156.93
168087	CITY OF SAN JUAN CAPISTRANO	PO-310360	7,659.15
168088	MOULTON NIGUEL WATER	PO-310358	1,167.26
168089	SAN DIEGO GAS & ELECTRIC	PO-310354	67,159.72
168090	SO CAL GAS CO	PO-310352	1,446.72
168091	PJHM ARCHITECTS SOUTHWEST INC	PO-312464	3,124.25
168092	STATE BD EQUALIZATION	PV-121218	245.86
168093	DAVY VIOLINS, STEPHEN R	PO-310135	250.00
168094	MACMILLAN/MCGRAW-HILL	PO-310975	1,599.34
168095	MOBILE FLEET WASH	PO-310581	923.00
168096	MOORE'S SEWING MACHINE	PO-310164	199.73
168097	NETWORK HARDWARE RESALE	PO-312174	1,306.00
168098	ONE STOP BINDERY	PO-310123	145.00
168099	PC MALL GOV	PO-306109	207.95
		PO-310394	234.12
168100	PERMA-BOUND	CL-011315	4,056.21
168101	PRUDENTIAL OVERALL SUP	PO-310117	85.45
168102	PSYCHEMEDICS	PO-310411	269.00
168103	REEL LUMBER	PO-311868	1,143.93
168104	RICKS TRAILER SUP	PO-310538	1,323.09
168105	RINCON TRUCK PARTS	PO-310575	2,446.72
168106	SADDLEBACK GOLF CARS	PO-312398	89.31
168107	SO COUNTY PROTECTIVE WEAR	PO-310320	754.49
168108	SPECIALTY EQUIPMENT CO	PO-311822	4,263.01
168109	STAPLES ADVANTAGE	PO-310148	62.16
		PO-310409	145.46
		PO-310432	163.18
		PO-310746	146.11
		PO-311105	346.30
		PO-312344	68.89
168110	SUNSTATE EQUIPMENT COMPANY	PO-310312	590.40
168111	TAYLOR SECURITY & LOCK CO. INC	PO-311433	2,520.00
		PO-311436	6,300.00
168112	THOMAS KELLY SOFTWARE ASSOC	PO-312135	7,000.00
168113	THYSSENKRUPP ELEVATOR CORP	PO-310346	280.00
168114	TRUCPAR CO	PO-310570	243.69
168115	VISTA PAINT CORP	PO-310170	309.54
168116	WAXIE	PO-310363	4,116.70

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
168117	WHITE CAP INDUSTRIES INC	PO-310317	40.91
168118	WOODWIND & BRASSWIND	PO-310129	160.77
168119	CONSOLIDATED ELECT DISTR	PO-310545	10,401.32
168120	PACIFIC PLUMBING COMPANY OF	PO-310301	6,998.59
168121	CORVEL CORPORATION	PO-310023	208,256.90
168122	CAPISTRANO UNIFIED SCHOOL DIST	CM-120069	8.08-
		PO-310247	45,129.97
168123	ACADEMIC INDUSTRIES MATHTOOLS	PO-312031	2,375.00
168124	ACADEMIC THERAPY PUBL	PO-312290	574.89
168125	ACHIEVEMENT PRODUCTS	PO-312194	173.42
		PO-312205	198.08
168126	ALEKS	PO-312199	3,500.00
168127	ANDY'S DRYWALL	PO-312239	8,600.00
168128	ARAMARK	PO-312507	3,966.85
168129	ASSOC BUSINESS PRODUCTS	PO-310231	69.50
168130	B & H PHOTOGRAPHY	PO-312050	143.55
168131	BADEN SPORTS INC	PO-312329	411.99
168132	BEE MAN	PO-310294	857.00
168133	BEN'S MUSIC	PO-310136	280.15
168134	BETTER BUSINESS RECORDS	PO-310229	137.64
		PO-311237	7.49
168135	BOYCE INDUSTRIES	PO-310292	283.10
		PO-310560	256.92
168136	BUDGETEXT CORP	PO-310851	33.83
		PO-310852	1,704.28
		PO-310983	152.57
		PO-310984	660.51
168137	BULBTRONICS INC.	PO-312044	425.92
168138	CAL-STATE AUTO PARTS INC	PO-310595	805.49
168139	CAPISTRANO GOLF CARS	PO-310323	2,359.68
		PO-310349	369.84
168140	CAWS	PO-312341	350.00
168141	CDW GOVERNMENT	PO-310395	56.55
168142	CLASSROOM SUPPLY MART	PO-311656	117.49
168143	COMMERCIAL LANDSCAPE SUP. INC.	PO-312522	1,090.39
168144	COMMUNICATIONS USA	PO-312250	408.83
168145	COOLE SCHOOL	PO-312442	1,759.50
168146	COSTCO S.J.C.	PO-311788	206.58
168147	COTO CONSTRUCTION	PO-312485	1,768.80
168148	CURRICULUM ASSOCIATES, LLC	PO-312090	3,952.57

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
168149	DISCOUNT OFFICE SERVICES	PO-310149	357.83
		PO-310151	222.80
		PO-310745	129.63
		PO-310782	91.54
		PO-311685	617.29
		PO-312182	41.11
168151	JOHNSTONE SUPPLY	PO-310337	3,843.83
168152	LAKESHORE	PO-311950	249.99
		PO-312040	245.14
168153	LAKESHORE LEARNING MATERIALS	PO-312220	759.64
168154	LAKESHORE LEARNING MATLS	PO-312226	412.45
168155	W W GRAINGER INC	PO-310577	383.64
		PO-312360	5,845.38
168156	ADAMS, JOSHUA	PV-121241	71.00
168157	BARACANI, JORDAN	PV-121242	12.00
168158	FINCH, JAMES	PV-121261	14.00
168159	GRAY, TRACI	PV-121247	18.00
168160	HANLEY, KIMBERLY	PV-121248	166.00
168161	HOLTZENDORFF, STEVEN	PV-121249	466.00
168162	HUNTINGTON, KESLYN	PV-121250	15.00
168163	LONG BEACH LOCKSMITH	PV-121252	15.00
168164	MEEK, L.	PV-121260	15.00
168165	MINOR, DANIELLE	PV-121254	15.00
168166	ROMAN, JUDITH	PV-121257	79.86
168167	BROWNE, CAROLE	PV-121243	50.00
168168	DUZMAN, ALICIA	PV-121244	462.00
168169	GALAMBOS-OLIVER, PAMELA	PV-121246	220.00
168170	MACKENZIE, ROSEMARY	PV-121253	69.00
168171	MORGAN, PATRICIA	PV-121255	146.00
168172	PEREZ, VIRGINIA	PV-121256	50.00
168173	SENA, STAYCIE	PV-121258	285.00
168174	VURPILLAT, ALLISON	PV-121259	270.00
168175	ADAMSON, CORAL	PV-121262	66.60
168176	BIRKINSHAW, SANDY	PV-121263	43.29
168177	BRASSO, DANIEL	PV-121264	7.77
168178	BUSH, VIRGINIA	PV-121265	81.03
168179	CARDIN, PATTI	PV-121266	202.58
168180	CLIFT, LYNNETTE I	PV-121267	88.25
168181	COPPOLA, LUCI	PV-121268	177.60
168182	ENRIQUEZ, MICHELLE L	PV-121269	162.06
168183	FITZSIMMONS, KATHLEEN	PV-121270	163.73
168184	FLYNN, MARGARET	PV-121271	51.06
168185	FREDRIKSZ, LAURA	PV-121272	129.32
168186	FRIEDLANDER, DOROTHY	PV-121273	420.69
168187	GILL, ARVINDER	PV-121274	115.44

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
168188	JIMENEZ, DENISE	PV-121275	96.57
168189	KOPELSON, KATHLEEN	PV-121276	162.06
168190	LEAHY, CHRISTINA	PV-121277	69.93
168191	MANDERBACH, KAREN	PV-121278	63.83
168192	MANNAERT, BREE	PV-121279	154.85
168193	MATIENZO, NINA RIE	PV-121287	175.94
168194	MCKEE, DANISE	PV-121281	170.94
168195	MEYERS, AMY	PV-121282	148.19
168196	MILLER, MARIE T.	PV-121283	151.52
168197	MORAND, CARA	PV-121284	61.05
168198	NAPORA, NOELLE	PV-121285	107.12
168199	RASHIDI, AKRAM KIM	PV-121286	111.00
168200	SAUER, ASHLEIGH	PV-121288	120.99
168201	SCHOOLER, DEBORAH	PV-121289	229.22
168202	SMITH, ANNE	PV-121290	195.92
168203	SOLTIS, PAMELA	PV-121291	248.09
168204	TUNULI, JESSICA	PV-121292	204.80
168205	WEIS-DAUGHERTY, DENISE	PV-121293	188.70
168206	WESTON, KELLY	PV-121280	96.57
168207	WHALEN, ANDREA	PV-121294	190.37
168208	DEMCO	PO-311863	186.07
168209	DESIGN SCIENCE	PO-311147	484.50
168210	DICK BLICK WEST	PO-311984	861.02
168211	ENABLING DEVICES	PO-310086	226.95
168212	FEDERAL EXPRESS CORP	PO-310134	95.33
168213	FLINN SCIENTIFIC INC	PO-312048	94.72
168214	FOLLETT EDUCATIONAL SVC	PO-312069	4,583.04
168215	FOLLETT LIBRARY RESOURCES	PO-311249	84.97
		PO-311270	457.33
		PO-311898	1,316.06
168216	FRICTION MATERIALS CO.	PO-310588	5,957.31
168217	GANAHL LUMBER	PO-310309	202.62
		PO-310334	3,128.75
168218	GENERAL BINDING CORP	PO-310777	2,061.50
168219	GLENCOE A DIV OF	PO-310660	5,986.69
168220	GOPHER ATHLETIC/SPORTS	PO-310730	194.08
		PO-310771	1,466.84
168221	HANDWRITING W/O TEARS	PO-311957	123.64
168222	HIRSCH PIPE & SUPPLY	PO-310310	1,455.28
168223	HOLT MCDOUGAL	PO-312008	177.08
168224	INTERSTATE BATTERIES	PO-310587	1,135.35
168225	JASPER ENGINE & TRANSMISSION	PO-310584	7,416.45
168226	KNORR SYSTEMS INC	PO-310347	77.88
		PO-312109	576.00
168227	LAWNMOWERS ETC	PO-310327	2,159.47

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
168228	LINGUI SYSTEMS INC	PO-312320	165.80
168229	ART MASTERS INC	PO-311075	2,206.00
168230	ATKINSON ANDELSON LOYA	PO-311282	977.25
		PO-311283	2,490.75
168231	BARBER & GONZALES CONSULTING	PO-312110	13,175.91
168232	DANNIS WOLIVER KELLEY	PO-311184	203.35
		PO-311192	825.65
		PO-311691	16,689.67
168233	GARCIA, IRMA	PO-310995	2,880.00
168234	KRANTZ, TRICIA ELIZABETH	PO-310940	1,440.00
168235	MEET THE MASTERS	PO-310461	1,888.50
		PO-310462	1,308.67
168236	VAVRINEK TRINE DAY & CO LLP	PO-311571	13,780.58
		PO-312306	2,782.26
168237	GARCIA, IRMA	PO-311039	360.00
168238	ALPINE ACADEMY	PO-312223	814.50
168239	AUTISM BEHAVIOR CONSULTANTS	PO-310042	2,600.00
168240	BLIND CHILDRENS LRNG CTR	PO-310069	3,259.80
168241	BOCKLER, BRIAN & TINA	PO-310765	2,405.00
168242	CARES	PO-310039	416.00
168243	CATHEDRAL HOME FOR CHILDREN	PO-310618	9,642.00
168244	CHILEDA	PO-310258	9,049.56
168245	CINNAMON HILLS SCHOOL	PO-310057	11,809.00
		PO-310060	11,809.00
168246	DEVEREUX ARIZONA	PO-310612	9,342.06
168247	DEVEREUX CLEO WALLACE	PO-310071	8,774.10
		PO-310275	8,399.10
168248	DEVEREUX TEXAS TREATMENT	PO-310061	18,278.54
168249	DEVEREUX TEXAS TREATMENT	PO-310274	16,310.36
168250	DRAKE, TERI AND GLEN	PO-312273	482.62
168251	FAMILY LIFE CENTER BODEGA	PO-310055	11,784.95
168252	FARIBORZ, SURUR FAZELI	PO-312272	347.20
168253	FARRELL, MIN KIM AND DONALD	PO-311004	3,440.00
168254	GOODWILL INDUSTRIES	CL-010102	120.00
		PO-310496	840.00
168255	HEAR NOW ABRAMSON AUDIOLOGY	PO-310805	4,313.75
168256	HERBERT, DEBRA	PO-310615	450.00
		PO-310616	240.00
		PO-310617	170.00
		PO-311593	240.00
		PO-311594	960.00
168257	MC ILVAIN, PATRICK & STEPHANIE	PO-311082	439.56
168258	MCCORMACK, MARC AND/OR KRISTA	PO-311083	762.30
168259	MCCOY, MICHAEL AND PAM	PO-311005	5,440.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
168260	OCEANVIEW SCHOOL	PO-310063	3,844.00
		PO-310066	3,872.00
		PO-310068	3,064.00
		PO-310082	4,084.00
		PO-310271	3,872.00
		PO-310272	2,280.00
		PO-310613	3,180.00
		PO-311395	2,760.00
168261	ORANGE COUNTY THERAPY SERVICE	PO-310692	15,040.00
168262	ORANGE CTY DEPT EDUC	PO-311398	994,661.75
168263	ORANGE CTY TESTING SERV	PO-310768	250.00
168264	PATTERSON, PAMELA	PO-310764	300.00
168265	PAUL ALAN DORES	PO-310500	1,200.00
168266	PYRAMID AUTISM CENTER	PO-310052	4,275.00
168267	RAINS, SANDY AND MAYNARD	PO-310762	125.00
		PO-311084	516.04
168268	RED ROCK CANYON SCHOOL	PO-310070	9,225.00
168269	ROZENBERG, ABBY	PO-310276	1,312.50
168270	SANDOR, LASZLO/COURTENAY	CL-011823	292.74
168271	THERAPEUTIC EDUCATION CENTER	PO-310619	6,600.00
		PO-311016	4,725.00
168272	WERTHEIMER-GALE & ASSOCIATES	CL-011298	78.00
		CL-011299	26.00
		CL-011300	45.50
168273	WEST SHIELD ADOLESCENT	PO-310495	3,292.57
168274	YELLOWSTONE BOYS & GIRLS RANCH	PO-310054	8,389.50
		PO-310072	8,389.50
168275	BLAND, LISA	PV-121296	79.92
168276	BOLLA, BRENDA	PV-121297	57.17
168277	BOWDEN, JOANNA	PV-121298	79.37
168278	BRUNTON, MICHELLE	PV-121300	103.79
168279	BUCKMAN, JENNIFER	PV-121301	66.05
168280	CARTER, SHEREE	PV-121303	78.81
168281	COLLINGS, JANICE	PV-121304	44.96
168282	DOUGLAS, TERRI A.	PV-121305	252.53
168283	ELKINS, KAREN	PV-121306	190.92
168284	FEESER, JENNIFER	PV-121307	36.08
168285	GELLER, DIANE	PV-121309	89.91
168286	GERLING, SUSAN	PV-121310	49.95
168287	GOFORTH, KRYSTYN	PV-121311	68.82
168288	GRIFFITH, LINDA	PV-121312	73.62
168289	HAACK, KATHI	PV-121313	138.75
168290	HARVEY, LAUREN	PV-121314	131.54
168291	HOWARD, ANDREA	PV-121315	106.56
168292	BROWNE, CAROLE	PV-121302	244.20

WARRANT LISTING

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....11/14/2011

Warrant Number	Name of Payee	Reference Number	Amount
168293	BROCKMAN, CARY	PV-121299	147.08
168294	CERTIFIED TRANSPORTATION	PV-121318	1,640.44
168295	ENTERPRISE FLEET SERVICES	PO-310591	1,062.61
168296	JFK TRANSPORTATION CO INC	PV-121316	3,878.75
168297	ORANGE CTY DEPT EDUC	PO-312392	571.75
168298	PALI MOUNTAIN INSTITUTE	PO-312366	8,312.50
168299	SOUTHERN CALIFORNIA GRAY LINE	PV-121317	7,755.71
168300	AZZOLLINI, CHERYL	PV-121319	275.37
168301	ORANGE COUNTY DEPT OF EDUCATIO	PO-311953	1,200.00
		1,308 Warrants	$8,901,226.47

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. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVES Audio Visual Systems, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
AVID	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Ben's Aphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair	6/15/2010
Bergman & Dacey, Inc.	RFQ No. 10-0809 General Legal Services	12/15/2009
Best Best & Kreiger	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
California Western Visuals	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Camcor, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CDWG	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
Certified Transportation 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, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Compview, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste Districtwide	8/8/2011
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Edge Development	Bid No. 1011-11, CVHS Theater	6/13/2011
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden State Technology, Inc dba GST	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Harris Realty Appraisal	RFQ No. 2-0809 Appraisal Services	5/11/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hewlett-Packard Company	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
HMC Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Horizons Construction Co, International, Inc	Bid No 1011-09, SJHHS 30 Meter Pool/Support Buildings	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009

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

VENDOR	TITLE	BOARD APPROVAL DATE
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
Longs Electronics, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
MNJ Technologies Direct, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
National Demographics Corp	RFP/Q No. 5-1112 - Trustee Area Redistricting Analysis and Adjustment Services	9/26/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ohno Construction	Bid No. 1011-15 San Juan Hills High School Stadium Phase II	9/26/2011
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009
Pacific MH Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
PJHM Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Renaissance Learning, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Southwest School Supply	Placentia-Yorba Linda USD Bid No. 209-4, Purchase of Instructional and Office Supplies	1/12/2009
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009

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

VENDOR	TITLE	BOARD APPROVAL DATE
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tandus Flooring, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Valiant IMC	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Tech	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Waterline Technologies, Inc.	Los Angeles USD Bid No. IFB C-1030, Purchase of Swimming Pool Chemicals	3/9/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
WB Hunt Co, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox	6/15/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California 92675

RESOLUTION NO. 1112-24

TRANSITION PARTNERSHIP PROJECT INTERAGENCY AGREEMENT AUGMENTATION WITH THE DEPARTMENT OF REHABILITATION

WHEREAS, the Board of Trustees of Capistrano Unified School District agrees to the proposed contract and its stipulations between the Department of Rehabilitation and Capistrano Unified School District acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

BE IT FURTHER RESOLVED that the Board of Trustees of Capistrano Unified School District does hereby authorize Ronald N. Lebs, Deputy Superintendent, Business and Support Services, Capistrano Unified School District, to sign and execute any and all documents required by the Department of Rehabilitation to effectuate the execution of contracts and/or amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Trustees.

AYES: ( )

NOES ( )

ABSENT ( )

ABSTAIN ( )

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

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

_____
John M. Alpay, Clerk

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

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 6/03)

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 39 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
28190	1
REGISTRATION NUMBER	
eP 1163176	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of Rehabilitation
CONTRACTOR'S NAME
Capistrano Unified School District
2. The term of this Agreement is July 1, 2011 through June 30, 2014
3. The maximum amount of this Agreement after this amendment is: $2,238,966.00 Certified Expenditure $1,437,963.00
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

CFDA #84,126A – State Vocational Rehabilitation Services Program

Exhibits A,B,D,E,F, budgets and narrative are hereby revised as attached hereto for fiscal year 2011/12, 2012/13 and 2013/14.

The amount of this agreement is changed to add $149,991.00 for each FY 2011/12, 2012/13 and 2013/14; the Certified Expenditure is changed to add $99,994.00 for each FY 2011/12, 2012/13 and 2013/14.

This amendment is effective July 1, 2011. This contract provides aid to the public through an intermediary or a non-profit entity that meets Revenue & Taxation Code 2211 using funds identified for this purpose.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
Capistrano Unified School District

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Ronald N. Lebs, Deputy Superintendent, Business & Support

ADDRESS
31576 El Camino Real, San Juan Capistrano, CA 92675
33122 Valle Road, San Juan Capistrano, CA 92675 (billing)

STATE OF CALIFORNIA

AGENCY NAME
Department of Rehabilitation

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Sandra J. Cook, Acting Contracts Mgr, Contracts & Procurement Section

ADDRESS
721 Capitol Mall, 6th Floor, Sacramento, CA 95814

CALIFORNIA Department of General Services Use Only

☐ Exempt per:

294

Exhibit A
COOPERATIVE CONTRACT
Capistrano Unified School District
Transition Partnership Project

Scope of Work:

I. Introduction

This Cooperative Contract is designed to jointly serve the mutual clients receiving services from the Department of Rehabilitation (DOR) through the San Diego District Office and the Capistrano Unified School District (CUSD). Staff and resources are combined to provide vocational rehabilitation services through this Transition Partnership Project. (TPP)

The Capistrano Unified School District (CUSD) Transition Partnership Program (TPP) has been serving south Orange County students/clients in cooperation with the former Southern Coastal District, Laguna Hills Office of the Department of Department of Rehabilitation since 1992. CUSD is the 10th largest school districts in the state of California with over 55,000 students attending classes, over 14,000 students attend high school programs, and over 1,600 high school students have been identified as having disabilities. The district plans to open an average of two new schools per year for the next ten years. CUSD has a total of six comprehensive high schools, a continuation high school, one Community Day High School, and an Adult Transition Program. It is the only district in south Orange County with increasing, as opposed to decreasing, enrollment. The Capistrano TPP Program utilizes pre-employment pullout and classroom models to develop student/client skills as well as to acquire certified time to support the program. The Capistrano TPP draws referrals from all six comprehensive high schools Dana Hills High School, San Clemente High School, Aliso Niguel High School, Tesoro High School, San Juan Hills High School, Capistrano Valley High School. Additionally Capistrano TPP serves Serra Continuation High School, the Adult Transition Program addressing the needs of the 18-22 year old students with severe disabilities, and the Bridges Community Day High School serving severely emotionally disabled students and those at-risk with severe learning disabilities. The Capistrano TPP is supported by 3.8 FTE Dept. of Rehabilitation counselors. All services, funded directly or through certified expenditures, provided through this agreement shall be exclusively for TPP applicants/clients.

Many of the students with the most severe disabilities will be referred to the Program in their junior year or two years prior to graduation, with an expectation that Transition Partnership Program (TPP) services may be provided until two years after graduation through this contractual agreement. TPP staff from Capistrano Unified School District will work closely with the DOR counselors throughout the referral, eligibility, and planning processes to ensure coordinated services that will lead to a successful employment outcome.

The TPP staff will provide employment services including: employment preparation, job development, placement and follow up services designed to prepare TPP student/clients to obtain and retain competitive employment.

For fiscal year 2011-2012, a total of 175 unduplicated TPP student/clients will receive services through this cooperative contract.

As a result of the services provided under this contract, it is expected that DOR will:

- Open **77** new cases (Status 02)
- Develop 50 new Individual Plans for Employment (IPE's)
- Close 44 cases successfully (status 26)

For fiscal year 2012-13, a total of 175 unduplicated TPP students/clients will receive services through this cooperative contract.

As a result of services provided through this contract, it is expected that DOR will:

- Open **77** new cases (Status 02)
- Develop 50 new Individual Plans for Employment (IPE's)
- Close 45 cases successfully (status 26)

For fiscal year 2013-2014, a total of 175 unduplicated TPP students/clients will receive services through this cooperative contract.

As a result of services provided through this contract, it is expected that DOR will:

- Open **77** new cases (Status 02)
- Develop 50 new Individual Plans for Employment (IPE's)
- Close 46 cases successfully (status 26)

II. SERVICES TO BE PROVIDED

A. Employment Services

Provide individual employment training services specific to job placement and job retention. Service includes employment preparation, direct job development, job placement for individual TPP student/clients, job club services, individual job training instruction, mobility training; and social skill development. Services may include interview skill refinement, communication skill development, work skills, worksite academic skills, and accommodation training. Employment services would also include job coaching specific to the TPP student/client needs. The lead transition service coordinator, job technicians, and site service coordinators will deliver specific job skills to TPP students/clients; develop community support, mobility training, and job coaching for TPP students/clients. Summer follow-along and placement of TPP student/clients and graduate TPP student/clients will be provided.

1. **Description of Service**
   - **Employment Preparation** –
     The Work Skills Teacher/Case Manager and Job Technicians will provide job seeking skills training and preparation, either individually or in class/group setting, to TPP student/clients prior to entering into a specific job search.

The TPP may enroll the TPP student/client in the TPP/World of Work class for the junior, senior year upon completion of the intake interview and acceptance of the TPP student/client application by the DOR counselor. This class provides instruction and support services that will enable the TPP student/client to research various vocational objectives, educational and training requirements necessary for obtaining and maintaining employment, and labor market information. Functional/community-based curriculum will

be included to effectively prepare TPP student/client for independent living and competitive employment. Class activities may include worksite visits, guest speakers, job shadowing, and related activities. An assessment which incorporates the areas of work tolerance, work skills, and other areas related to the significance of disability determination required under Order of Selection will be available to TPP student/client. Recommendations of possible employment placement will be given.
Activities include:

- Assessment/review of appropriateness of referral and job choice
- Analysis of pertinent collateral information and reports of prior work experiences and performance
- Instruction of intervals and/or groups regarding techniques for obtaining and maintaining employment, such as:
    - Interviewing techniques
    - Resume development
    - Application preparation
    - Appropriate work behaviors
    - Relevant work practices
    - Appropriate grooming and hygiene

Assistance in becoming knowledgeable regarding the impact of employment on a TPP student/client's disability and benefits, as well as providing information on accessing such benefits.

- **Job Development, Placement and Follow-up** – The Job Technician will assist job ready TPP student/clients, both in school and out-of-school, obtain employment in the community by identifying specific job openings that are appropriate for each TPP student/client, assisting in placing the TPP student/client in the job, orient the TPP student/client to the job, and identify specific ongoing support and resource needs. Activities include:
    - Contact employers and build networks to develop and/or identify job opportunities
    - Work site analysis, as needed
    - Job site consultation to identify or modify barriers
    - Negotiate job carving or other job accommodations
    - Maintain an organized system of current job openings
    - Assisting TPP student/clients to find jobs which match their Individual Plan for Employment vocational goal
    - Assisting a TPP student/client become knowledgeable regarding the conditions of their employment such as:
        - Job description
        - Name of immediate supervisor
        - Responsibilities of the employee
        - Wage payment practices
        - Benefits
        - Conflict resolution procedures
        - Health and safety practices

    A limited amount of contact with the TPP student/client and/or their employer to ensure job satisfaction

Non-Supported Employment Job Coaching (on-the-job-supports) – The job technician or work skills assistant, with prior agreement with the employer, will provide on site assistance to TPP students/clients as necessary for job retention. This assistance includes but not limited to: organizing the job to facilitate work flow, on the job training by the demonstration of job tasks in a way from which the TPP student/client can learn and repeat., provide continuous reinforcement of appropriate on site behavior and work habit, monitor and evaluate the TPP student/clients' progress in job performance, and work habits, and consultation with the employer to provide assistance in integrating a TPP student/client into the work environment through accommodation.

- The Job Technician will provide individual TPP student/client assistance and support on or off-the-job, in activities that are employment-related and needed to promote job adjustment and retention. Services may be time-limited or on-gong depending upon individual TPP student/client need.
  Activities include:
  - Job orientation
  - Job destination/transportation training
  - Teaching job tasks
  - Supervision at the worksite
  - Co-worker/supervisor consultation
  - Assistance with integrating into the work environment or with changes the work environment
  - Assistance with public support agencies
  - Family and residential provider consultation
  - On-going contact with the TPP student/client and/or employer to ensure continued job satisfaction

During fiscal year 2011-2012, it is expected that:

- There shall be 45 TPP student/clients who receive employment preparation services;
- 50 TPP student/clients who receive job development, placement, and follow-up services
- 50 student/clients placed in employment consistent with the IPE
- 25 TPP student/clients who receive job coaching services
- Of the TPP student/clients who are placed in employment, 44 will result in a DOR 26 closure

During fiscal year 2012-2013, it is expected that:

- There shall be 45 TPP student/clients who receive employment preparation services;
- 50 TPP student/clients who receive job development, placement, and follow-up services
- 50 student/clients placed in employment consistent with the IPE
- 25 TPP student/clients who receive job coaching services
- Of the TPP student/clients who are placed in employment, 45 will result in a DOR 26 closure

During fiscal year 2013-2014, it is expected that:

- There shall be 45 TPP student/clients who receive employment preparation services;
- 50 TPP student/clients who receive job development, placement, and follow-up services
- 50 student/clients placed in employment consistent with the IPE
- 25 TPP student/clients who receive job coaching services
- Of the TPP student/clients who are placed in employment, 46 will result in a DOR 26 closure

B. Work Experience

TPP contract certified time staff will assist TPP student/clients in completing the paperwork necessary to gain work experience and school credits as the WEE program is developed in CUSD. Work Skills Teachers/Case Man. and Job Technicians will work together to secure work experience placements both on and off campus and monitor the TPP student/client's performance in work experiences. TPP student/clients may participate in more than one work experience situation. Work experiences are expected to develop the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, accuracy, and occupational skills.

TPP student/clients may participate in paid or unpaid work experience. Any non-paid experiential activities will be in compliance with the Department of Labor regulations. All paid work experiences will be at the least minimum wage. Work experience supervisors will evaluate TPP student/clients and submit written reports to the DOR counselor on a monthly basis.

2. Service Outcomes / number to be Served

During fiscal year 2011/2012, it is expected that:

- 40 TPP student/clients will participate in at least 1 work experience
- 20 TPP student/clients will complete one or more work experiences and move on to Employment Services to seek a permanent job placement

During fiscal year 2012/2013, it is expected that:

- 40 TPP student/clients will participate in at least 1 work experience
- 20 TPP student/clients will complete one or more work experiences and move on to Employment Services to seek a permanent job placement

During fiscal year 2013/2014, it is expected that:

- 40 TPP student/clients will participate in at least 1 work experience
- 20 TPP student/clients will complete one or more work experiences and move on to Employment Services to seek a permanent job placement

III. CONTRACT ADMINISTRATORS/PROGRAM COORDINATORS:

Mary Ann Nucci
Rehabilitation Specialist
Department of Rehabilitation
7575 Metropolitan Dr. #107
San Diego, CA. 92108
(619) 767-2133
(619) 767-2134 (FAX)
mnucci@dor.ca.gov

Sara Jocham
Assistant Superintendent, SELPA
Capistrano Unified School District
33122 Valle Rd.
San Juan Capistrano, CA. 92675
(949) 234-9275
(949) 240-9047 (FAX)
srjocham@capousd.org

IV. LINKAGES TO OTHER COMMUNITY AGENCIES

The Capistrano Unified School District TPP has regular contact and on-going working relationships with the following agencies to increase opportunities for TPP student/clients and avoid duplication of services:

- Local One-Stop
- Saddleback Community College
- Bridges for Youth Self-Advocacy Project
- The Orange County Task Force
- Chambers of Commerce
- Orange County Department of Education
- Vital Link
- Workability I Special Education services
- Capistrano-Laguna ROP
- WIA Services
- South Orange County Family Resource Centers
- Community employers/sponsors.

V. IN-SERVICE TRAINING

Capistrano TPP staff and DOR staff, through quarterly joint-unit meetings, will be cross-trained in the other agency's mission, services and methods, procedures, and professional approach.

EXHIBIT B
(Standard Agreement-Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. This is a cost reimbursement agreement. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget narrative and budget cost proposal as specified in the Service Budget (DOR 801A), which is attached hereto and made a part of this Agreement.

B. For travel reimbursements (if applicable), upon request from the DOR, Contractor to provide purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures submitted of costs proposed.

C. Invoice(s) shall include the Agreement Number, Registration Number, CFDA Reference # and CFDA Title, as listed on the STD 213, and shall be submitted in duplicate not more frequently than monthly in arrears to DOR Contract Administrator or designee (listed on Exhibit A).

D. A claim adjustment on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget (DOR 801A) with a maximum not to exceed $100,000 for all budget years, as long as there is neither an increase nor decrease of the total annual contract Service Budget (DOR 801A). A formal amendment is required if it does not meet the above criteria.

E. Staff line item salary ranges and percentage of time are projected and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item D above.

2. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Department of Rehabilitation, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

For Federally Funded Agreements:

C. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

D. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the current fiscal year and/or any applicable subsequent fiscal years covered for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

E. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE CONTRACT

Contracts awarded by the DOR shall be subject to actual costs for services rendered under this agreement. Allowable costs under this contract must meet the following general criteria:

The allowable cost must: 1) be generally recognized and necessary for the operation of the Contractor's organization; 2) be reasonable for the performance of the contract, including acceptable sound business practices; 3) be subject to the terms and conditions of the contract and approved DOR budgeted line items; 4) not be used for general expenses required to carry out other responsibilities of the Contractor, and 5) be properly supported.

Documenting and supporting the distribution of personnel activity to the contract is also required. The Contractor agrees to comply with the 2 CFR Part, 220, 225, 230 (Office of Management and Budget Circulars (OMBs) – Cost Principles as applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

5. ACCOUNTING SYSTEM REQUIREMENTS

Contractor must maintain an appropriate cost accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations. The Contractor's financial management system shall provide for:

- Accurate, current and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the agreement.
- Accounting records including cost accounting records that are supported by source documentation.

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable 34 Part 74 or 80 Uniform Administrative Requirements and the related 2 CFR Part, 220, 225, 230 (OMBs).

6. CERTIFIED EXPENDITURE

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit F, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations and OMB circulars. All such expenditures shall be under the administrative supervision of State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget (DOR 801A) may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.

The Contractor contributions, including any in excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary" will be used by State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

7. PAYMENT OF EXPENDITURES

This is a cost reimbursement contract. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor as stated in Exhibit B, Invoicing and Payment 1.A.

Budget must not contain line items that are, or will be, during the period covered by this contract reimbursed/paid by another source of funding. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

Contract expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA #84.126A prepared for the OMB A-133 Single Audit.

8. INDIRECT COSTS

Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 (OMBs). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then an amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

Capistrano Unified School District TPP

Attachment 1

Program Budget Summary
Fiscal Year 2011/12
July 1, 2011 - June 30, 2012

		TOTALS
DOR PROGRAM COSTS (From DOR Program Budget)		**$686,255**
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		**$746,322**
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		**$479,321**
TOTAL PROGRAM COST		**$1,911,898**
Cooperative Agency Share (Certified Expenditure)	**25.07%**	**$479,321**
Total DOR Share	**74.93%**	**$1,432,577**
TOTAL BUDGET		**$1,911,898**

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Capistrano Unified School District TPP

Attachment 1

Program Budget Summary

Fiscal Year 2012/13

July 1, 2012 - June 30, 2013

		TOTALS
DOR PROGRAM COSTS (From DOR Program Budget)		**$686,255**
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		**$746,322**
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		**$479,321**
TOTAL PROGRAM COST		**$1,911,898**
Cooperative Agency Share (Certified Expenditure)	**25.07%**	**$479,321**
Total DOR Share	**74.93%**	**$1,432,577**
TOTAL BUDGET		**$1,911,898**

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Capistrano Unified School District TPP

Attachment 1

Program Budget Summary

Fiscal Year 2013/14

July 1, 2013 - June 30, 2014

		TOTALS
DOR PROGRAM COSTS (From DOR Program Budget)		**$686,255**
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		**$746,322**
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		**$479,321**
TOTAL PROGRAM COST		**$1,911,898**
Cooperative Agency Share (Certified Expenditure)	**25.07%**	**$479,321**
Total DOR Share	**74.93%**	**$1,432,577**
TOTAL BUDGET		**$1,911,898**

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

Capistrano Unified School District TPP

DOR Program Budget

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

4.48 **FTE Counselor Units**

DEPARTMENT OF REHABILITATION SERVICES

ITEM	FTE EXPENDITURE	FTE	TOTAL
Rehabilitation Counselor	1 FTE = $110,377	**4.48**	**$494,489**
Case Services (Individual Client Expenses)			**$191,766**
SUBTOTAL			**$686,255**
Case Service Contract/s to:			
			$0
			$0
			$0
			$0
			$0
TOTAL DOR PROGRAM COST			**$686,255**

Capistrano Unified School District TPP

DOR Program Budget

Fiscal Year 2012/13

July 1, 2012 - June 30, 2013

4.48 **FTE Counselor Units**

DEPARTMENT OF REHABILITATION SERVICES

ITEM	FTE EXPENDITURE	FTE	TOTAL
Rehabilitation Counselor	1 FTE = $110,377	**4.48**	**$494,489**
Case Services (Individual Client Expenses)			**$191,766**
SUBTOTAL			**$686,255**
Case Service Contract/s to:			
			$0
			$0
			$0
			$0
			$0
TOTAL DOR PROGRAM COST			**$686,255**

Capistrano Unified School District TPP

DOR Program Budget

Fiscal Year 2013/14

July 1, 2013 - June 30, 2014

4.48 **FTE Counselor Units**

DEPARTMENT OF REHABILITATION SERVICES

ITEM	FTE EXPENDITURE	FTE	TOTAL
Rehabilitation Counselor	1 FTE = $110,377	**4.48**	**$494,489**
Case Services (Individual Client Expenses)			**$191,766**
SUBTOTAL			**$686,255**
Case Service Contract/s to:			
			$0
			$0
			$0
			$0
			$0
TOTAL DOR PROGRAM COST			**$686,255**

STATE OF CALIFORNIA
SERVICE BUDGET
DOR 801A (Rev. 2/98)

DEPARTMENT OF REHABILITATION

☐ Original ☒ Amendment

Contractor Name and Address:
Capistrano Unified School District
33122 Valle Rd.
San Juan Capistrano, CA 92675

Contract Number: 28190
Federal ID Number: 95-2321055
Page 1 of 1
Budget Period: 7/1/11 to 6/30/12
Effective Date: **7/1/2011**
Effective Date:

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	**PERSONNEL**				
2	Lead Transition Service Coordinator 1 @ .60 F 12mons. 40 hrs/wk	$91,274.00			$91,274.00
3	Job Technician 1 FTE @.75% 12 mo 40 hr/wk.(JH)	$53,269.00			$53,269.00
4	Job Technician 1 FTE @.75% 12mo 40 hr/wk. (AK)	$54,281.00			$54,281.00
5	Job Technician 1 FTE @.75% 12 mo 40 hr./wk (EP)	$51,863.00			$51,863.00
6	Job Technician 1 FTE @ .37% 12 mo 19.5 hrs /wk (JB)	$18,928.00			$18,928.00
7	Job Technician 1 FTE @ .37% 12 mo.19.5 hrs./wk(CT)	$17,445.00			$17,445.00
8	Job Technician 1 FTE @.75% 12 mo. 40hrs/wk (SH)	$55,856.00			$55,856.00
9	Job Technician 1 FTE @ .37 % 12 mo. 19.5 hrs/wk (CP)	$13,348.00			$13,348.00
10	Job Technician 1 FTE @ .75% 12 mo. 40hrs/wk (TH)	$43,307.00			$43,307.00
11	Job Technician 1 FTE @37% 12 mo.19.5 hrs./wk (AMC)	$13,855.00			$13,855.00
12	Job Technician 1 FTE @ .37% 12 mo.19.5 hrs./wk(AT)	$13,855.00			$13,855.00
13	Job Technician 1 FTE@ .75%12mo.40 hrs/wk(MT)	$43,307.00			$43,307.00
14	Job Technician 1 FTE @ .75% 12 mo. 40 hrs/w (LW)	$54,556.00			$54,556.00
15	**Job Tech Job Devel. 1 FTE @100%, 12 mos, 40 hrs/wk**		**$67,200.00**		**$67,200.00**
16	**Job Tech Worksite Support 1 FTE @ 49% 12 mos, 19.5 hrs/wk**		**$18,000.00**		**$18,000.00**
17	**Development of Program Coor 1 FTE @ 100%, 40 hrs/wk, 12 mos**		**$10,000.00**		**$10,000.00**
18	Clerical 1 FTE @.25% 12 mo.40 hrs/wk **(RF)**	$17,626.00	**$10,000.00**		**$27,626.00**
19	Clerical 1 FTE@.37%12 mo19.5 hrs/wk **(TP)**	$14,642.00	**$35,000.00**		**$49,642.00**
20	Clerical Extra Hours 20 hrs. @$25/hr.	$200.00			$200.00
21	Job Technician Extra Hours 18 hrs @ $25/hr	$200.00			$200.00
22	**Subtotal**	$557,812.00	**$140,200.00**		**$698,012.00**
23	**OPERATING**				
24	Substitute Pay	$2,000.00			$2,000.00
25	**Contracted Services**		**$5,000.00**		**$5,000.00**
26	Mileage/Travel	$10,000.00			$10,000.00
27	Instructional Supplies	$1,000.00			$1,000.00
28	Office Supplies/Printing	$964.00	**-$6.00**		**$958.00**
29	Communications	$1,000.00	**-$373.00**		**$627.00**
30	Transportation	$1,000.00			$1,000.00
31	Training	$2,000.00			$2,000.00
33	**Subtotal**	$17,964.00	**$4,621.00**		**$22,585.00**
34	**Subtotal Personnel & Operating Costs:**	$575,776.00	**$144,821.00**		**$720,597.00**
35	**INDIRECT COST** 3.5700%	$20,555.20	**$5,170.11**		**$25,726.31**
36	**TOTALS**	$596,331	**$149,991**		**$746,322**

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

JH

STATE OF CALIFORNIA
SERVICE BUDGET
DOR 801A (Rev. 2/98)

DEPARTMENT OF REHABILITATION

☐ Original ☒ Amendment

Contractor Name and Address:	Contract Number:	Federal ID Number:		Page 1 of 1
Capistrano Unified School District	28190	95-2321055		
33122 Valle Rd.	Budget Period:	Effective Date:	Effective Date:	
San Juan Capistrano, CA 92675	7/1/12 to 6/30/13	**7/1/2011**		

Line No.	Position Title	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	**PERSONNEL**				
2	Lead Transition Service Coordinator 1 @ .60 FT 12mons. 40 hrs/wk	$91,274.00			$91,274.00
3	Job Technician 1 FTE @.75% 12 mo 40 hr/wk.(JH)	$53,269.00			$53,269.00
4	Job Technician 1 FTE @.75% 12mo 40 hr/wk. (AK)	$54,281.00			$54,281.00
5	Job Technician 1 FTE @.75% 12 mo 40 hr./wk (EP)	$51,863.00			$51,863.00
6	Job Technician 1 FTE @ .37% 12 mo 19.5 hrs /wk (JB)	$18,928.00			$18,928.00
7	Job Technician 1 FTE @ .37% 12 mo.19.5 hrs./wk(CT)	$17,445.00			$17,445.00
8	Job Technician 1 FTE @.75% 12 mo. 40hrs/wk (SH)	$55,856.00			$55,856.00
9	Job Technician 1 FTE @ .37 % 12 mo. 19.5 hrs/wk (CP)	$13,348.00			$13,348.00
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16	**Job Tech Worksite Support 1 FTE @ 49% 12 mos, 19.5 hrs/wk**		**$18,000.00**		**$18,000.00**
17	**Development of Program Coord. Positions**		**$10,000.00**		**$10,000.00**
18	Clerical 1 FTE @.25% 12 mo.40 hrs/wk **(RF)**	$17,626.00	**$10,000.00**		**$27,626.00**
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20	Clerical Extra Hours 20 hrs. @$25/hr.	$200.00			$200.00
21	Job Technician Extra Hours 18 hrs @ $25/hr	$200.00			$200.00
22	**Subtotal**	$557,812.00	**$140,200.00**		**$698,012.00**
23	**OPERATING**				
24	Substitute Pay	$2,000.00			$2,000.00
25	**Contracted Services**		**$5,000.00**		**$5,000.00**
26	Mileage/Travel	$10,000.00			$10,000.00
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SERVICE BUDGET
DOR 801A (Rev. 2/98)

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☐ Original ☒ Amendment

Contractor Name and Address:	Contract Number:	Federal ID Number:		Page 1 of 1
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33122 Valle Rd.	Budget Period:	Effective Date:	Effective Date:	
San Juan Capistrano, CA 92675	7/1/13 to 6/30/14	**7/1/2011**		

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24	Substitute Pay	$2,000.00			$2,000.00
25	**Contracted Services**		**$5,000.00**		**$5,000.00**
26	Mileage/Travel	$10,000.00			$10,000.00
27	Instructional Supplies	$1,000.00			$1,000.00
28	Office Supplies/Printing	$964.00	**-$6.00**		**$958.00**
29	Communications	$1,000.00	**-$373.00**		**$627.00**
30	Transportation	$1,000.00			$1,000.00
31	Training	$2,000.00			$2,000.00
33	**Subtotal**	$17,964.00	**$4,621.00**		**$22,585.00**
34	**Subtotal Personnel & Operating Costs:**	$575,776.00	**$144,821.00**		**$720,597.00**
35	**INDIRECT COST** 3.5700%	$20,555.20	**$5,170.11**		**$25,725.31**
36	**TOTALS**	$596,331	**$149,991**		**$746,322**

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

CAPISTRANO TPP
SERVICE BUDGET NARRATIVE

PERSONNEL:

Lead Transition Service Coordinator:
The Lead Transition Service Coordinator will provide TPP services within the description of the contract services.
TPP Contract Duties:

- Manages overall TPP program
- Supervises TPP Job technicians
- Coordinates and monitors TPP referrals and intakes
- Aids in community/school outreach for TPP
- Responsible for TPP interagency coordination and collaborations
- Responsible for TPP collaboration, and representations within school district programs, administration, and activities.
- Oversees, revises, and develops TPP curriculum
- Attends Orange County Task Force for TPP
- Coordinates and interfaces with TPP Work Skills Teachers
- Leads program meetings of TPP staff
- Interfaces with the Local and Regional DOR Offices and administrators
- Coordinates employers and job sites for TPP
- Develops program worksites/Job Placement for TPP student/clients
- Coordinates Transition Services/Program for TPP student/clients
- Develop and maintain TPP budget
- Develop and maintain budget and TPP contract requirements
- Participate in TPP student/client IEPs/ITPs as requested by instructors/parents/students, not mandated or provided by Education.

Traditional Education Agency Duties:

- Administrator, Adult Transition Program/Bridges High School
  Provides administrative support for operation of District programs
- Administrates the Workability I program

Qualifications:

- Transition Specialist Credential
- Administrative Credential (12 years experience)
- Special Education Teaching Credentials (SDC [LH], RSP)
- Masters Degree Special Education
- 10 yrs. Experience Regional Center, WAP/DOR Coordinator
- 15 yrs. Teaching experience with persons with disabilities

Job Technicians:

TPP Duties:

- Job Development
- Job Coaching
- Job site support
- Work Skills Coaching
- Collection and completion of documentation for TPP applicants.
- Coordination of intake interviews with TPP student/clients, parents, and DOR
- Coordination of TPP referrals at school site
- Job skill training
- Maintains documentation on individual TPP student/clients
- Coordinates and directs job club activities
- Assists with interview prep, resume writing, applications, job search, pre-employment skills development, communication/social skill development, career interest and skill assessment, portfolio development
- Work site evaluation/assessment
- Complete DOR updates on TPP student/clients
- Collect certified time from TPP certified staff
- Coordinating TPP student/client worksite visits, job shadowing
- Coordination of guest speakers, worksite visits for TPP
- Mobility training
- Participates in TPP student/client IEPs/ITPs as requested by instructors, not mandated or already provided by Education
- Assists with transition to the community college

Traditional Education Agency Duties:

- Aide positions assist teachers with clerical work in the classroom
- Work in a classroom setting assisting students in academic achievement work
- Assist students in academic/school settings
- Work with all students with IEPs to introduce general career planning
- Refer students to TPP staff

Qualifications:

- Understanding of student behaviors and characteristics
- Communicate clearly and succinctly
- Recruit students and speak in front of small groups
- Understands the goals, purpose and basis of the TPP/DOR
- Works successfully with students, staff, school site personnel, parents, and business representatives/employees
- Drive a motor vehicle
- Motivate and instruct students
- Coach and instruct students in a work setting
- Understand impacts of disabilities and accommodations
- Capable of completing documentation required by contract

Job Technician / Job Developer:

- **Establishes coordinated job development with community employers, both major and minor**
- **Creates enclaves for groups of students for job training and employment**
- **Coordinates local community business task force**
- **Represents Capistrano TPP at the local Chambers of Commerce (8)**
- **Locates and lists employment opportunities for client placements for use by Capistrano TPP staff**
- **Acts as liaison between school-based regional job technicians and community opportunities**
- **Develops specific jobs in the community for individual clients**
- **Interfaces between community employment agencies/programs and Capistrano TPP**
- **Creates grant, funding, and support opportunities with community companies and community service clubs/agencies**
- **Is responsible for linking Capistrano TPP with WIA, One Stop, and EDD services/agencies.**
- **Promotes and represents Capistrano TPP in the community at community meetings/functions**

Position specifically created for TPP. There are no Traditional Education Agency Duties.

Job Technician/Worksite Support:

- **Assists TPP student/clients with worksite accommodations**
- **Provides intervention(s) to promote job retention**
- **Creates natural supports for students at worksites**
- **Familiarizes companies with disabilities and accommodations available**
- **Interfaces between DOR counselors, job technicians, and other TPP staff regarding job status and notifies of successful closure.**
- **Assists with the instruction and use of technology by student/clients in the workplace**
- **Addresses individual and specific barriers to student/client employment success**
- **Alerts job technicians and DOR counselors to needed supports for employment success that may be obtained from case service dollars or other resources**

Traditional Education Agency Duties:

- **Aide positions assist teachers with clerical work in the classroom**
- **Work in a classroom setting assisting students in academic achievement work**
- **Assist students in academic/school settings**
- **Work with all students with IEPs to introduce general career planning**
- **Refer students to TPP staff**

Development of Program Coordination Positions :

- **Assist with consistent implementation of instructional materials and methodology in TPP classes across the district**
- **Report instructional needs and situations requiring attention and assistance in TPP classrooms across the district**
- **Work closely with job technicians in implementing TPP pre-employment skills**
- **Coordinate job placements for student/clients ready for employment**
- **Identify instructional needs in TPP classrooms**
- **Assist with development of special TPP projects, events, and activities**

Position specifically created for TPP. There are no Traditional Education Agency Duties.

Clerical **(RF)**:

TPP Duties:

- **Coordinates clerical duties of budgets, programs, and contracts for the TPP**
- **Integrate budgets and contracts of TPP with other transition programs**
- **Coordinates and oversees TPP activities, projects, and programs with second TPP clerical position**
- **Assists program director in maintaining overall budgets, contracts, and TPP required documents**
- Performs general clerical duties directly related to the TPP
  Filing and organization of TPP records
- Organizing and accumulation of certified time records
- Tracking of TPP expenditures/certified time
- Distribution of correspondence/communication related to TPP.
- Assist with the organization/implementation of TPP job technician and work skills activities.
- Assists in coordinating communication and functional collaboration between TPP and other Transition programs for more effective use of Transition resources for TPP student/clients.

Traditional Education Agency Duties:

- Keep attendance data of school staff and students
- Respond to school related phone calls and communication
- Respond to teachers needs in classrooms
- Maintain classroom/school supplies
- Order school/classroom materials

Qualifications:

- General word processing skills/writing skills
- Communication skills to effectively communicate by correspondence and phone
- Organizational Skills
- Knowledge of general budgeting
- Knowledge of disability transition services and agencies
- Knowledge of DOR, the goals, purpose, and basic premise

Clerical **(TP)**

- Maintains daily records, budgets, attendance, duties, for TPP staff
- Maintains and tabulates certified time records
- Coordinates daily communication with TPP job technicians
- Completes daily budget documents ie., instructional materials requests, Request to Attends, mileage tabulation, coordinates daily budgets with district office data
- Answers phones and communications for TPP job technician office
- Performs general clerical duties directly related to the TPP
- Filing and organization of TPP records

Traditional Education Agency Duties:

- Keep attendance data of school staff and students
- Respond to school related phone calls and communication
- Respond to teachers needs in classrooms
- Maintain classroom/school supplies
- Order school/classroom materials

Clerical and Job Technician Extra Hours
Provides extended hours as needed for clerical and job technician duties related to TPP contract only.

OPERATING EXPENSES

Substitute Pay - Provides substitutes to release Education Agency teachers for training

Contracted Services – Instruction/training offered by the Director of the Technology Department for TPP student/clients in workplace accommodations. TiW is a model program in collaboration with the University of California, Irvine Director of Technology to train students with autism in the use of technology in the workplace.

Mileage/Travel - Provides for mileage reimbursements and travel expenses for job development, State TPP meetings and other program activities for Cooperative Agency staff only. Reimbursement rates per Exhibit D.

Instructional Supplies - Provides for books and supplies (e.g. portfolios) for TPP student/client in TPP.

Office Supplies/Printing - Provides for printing, correspondence and consumable supplies, such as pen, pencils, paper, and binders.

Communication - Cell phone service for communication between the office, job sites, and staff for emergencies and student placement.

Transportation - Provides for cost of buses and public transportation for and TPP student/clients.

Training - Provides for cost of attendance at TPP-related training. Training must be applicable to services outlined in the contact and written approval must be given by the Department of Rehabilitation contract administrator.

Indirect Costs

Indirect costs as approved by the California Department of Education and Capistrano Unified School District. Central Administrative costs e.g. Chief Financial Officer, building/office facilities expenses, personnel, data processing, maintenance, and operations.

Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2011-2012

July 1, 2011 - June 30, 2012

Contractor Name and Address	
Capistrano Unified School District 33122 Valle Rd. San Juan Capistrano, CA. 92675	**Cooperative agency agrees that it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds.**

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
PERSONNEL/POSITIONS				
Program Coordinator 40 hrs/wk, 12 mos	1	$120,000.00	4.899%	$5,878.80
Site Service Coordinator 40 hrs/wk, 10 mos	6	$600,000.00	12%	$72,000.00
Work Skills Tchr/Case Mgr 40 hrs/wk, 10 mos	3	$330,000.00	80%	$264,000.00
Work Skills Assts 30 hrs/wk, 10 mos	4	$100,000.00	80%	$80,000.00
Workplace Communications Specialist 40hrs/wk, 10 mos	1	$110,000.00	37.20%	$40,920.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
OPERATING EXPENSES				
		NOT APPLICABLE		
			SUBTOTAL	$462,798.80
Indirect Cost/Administrative Overhead:		3.570%		$16,521.92
TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):				**$479,321**

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2012-2013

July 1, 2012 - June 30, 2013

Contractor Name and Address	
Capistrano Unified School District 33122 Valle Rd. San Juan Capistrano, CA. 92675	**Cooperative agency agrees that it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds.**

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
PERSONNEL/POSITIONS				
Program Coordinator 40 hrs/wk, 12 mos	1	$120,000.00	4.899%	$5,878.80
Site Service Coordinator 40 hrs/wk, 10 mos	6	$600,000.00	12%	$72,000.00
Work Skills Tchr/Case Mgr 40 hrs/wk, 10 mos	3	$330,000.00	80%	$264,000.00
Work Skills Assts 30 hrs/wk, 10 mos	4	$100,000.00	80%	$80,000.00
Workplace Communications Specialist 40hrs/wk, 10 mos	1	$110,000.00	37.20%	$40,920.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
OPERATING EXPENSES				
		NOT APPLICABLE		
			SUBTOTAL	$462,798.80
Indirect Cost/Administrative Overhead:		3.570%		$16,521.92
TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):				**$479,321**

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2013-2014

July 1, 2013 - June 30, 2014

Contractor Name and Address	
Capistrano Unified School District 33122 Valle Rd. San Juan Capistrano, CA. 92675	**Cooperative agency agrees that it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds.**

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
PERSONNEL/POSITIONS				
Program Coordinator 40 hrs/wk, 12 mos	1	$120,000.00	4.899%	$5,878.80
Site Service Coordinator 40 hrs/wk, 10 mos	6	$600,000.00	12%	$72,000.00
Work Skills Tchr/Case Mgr 40 hrs/wk, 10 mos	3	$330,000.00	80%	$264,000.00
Work Skills Assts 30 hrs/wk, 10 mos	4	$100,000.00	80%	$80,000.00
Workplace Communications Specialist 40hrs/wk, 10 mos	1	$110,000.00	37.20%	$40,920.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
OPERATING EXPENSES				
		NOT APPLICABLE		
			SUBTOTAL	$462,798.80
Indirect Cost/Administrative Overhead:		3.570%		$16,521.92
TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):				$479,321

EXHIBIT D
(Standard Agreement-Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION

All notices required by either party shall be in writing and sent by email, US mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

2. SETTLEMENT OF DISPUTES

A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with the DOR within ten (10) days of discovery of the problem. Within ten (10) days of receipt of Notice of Dispute, the DOR Contract Administrator shall meet with the Contractor for purposes of resolving the dispute.

B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and DOR Contract Administrator shall be brought to the attention of the DOR Contract Officer for resolution. The decision of the DOR Contract Officer shall be final.

C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement, which is not affected by the dispute.

3. CONTRACT AMENDMENT

This agreement shall allow amendments should either party, during the term of the agreement, desire a change to the terms of this agreement. Such changes shall be proposed in writing to the other party. No amendment will be considered binding on either party until it is formally approved by the State.

4. TERMINATION AND CANCELLATION

A. In addition to the rights under Exhibit C of the Standard Agreement, State or Contractor reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice.

B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.

C. Upon receipt of the invoice, progress report and data (if applicable), a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include services rendered, and materials purchased or utilized (including all non-cancellable commitments) to termination date as specified in the proposal budget.

5. TRAVEL AND REIMBURSEMENT RATES

Contractor agrees that all travel expenses and per diem rates paid under this contract shall be reimbursed at actual costs not to exceed the Department of Personnel Administration (DPA) designated rates stated on the DPA website. No travel outside the State of California is allowed without prior documented written authorization from the DOR Contract Administrator.

6. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

7. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor should acknowledge the support of the State whenever publicizing the work under this agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

8. INSURANCE REQUIREMENTS

A. GENERAL LIABILITY INSURANCE

Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in affect for the contractor. The certificate of insurance shall show that activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e. transporting of persons by any mode of transportation.

The certificate of insurance **must** include; (1) the insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and (2) the certificate of insurance must provide the State of California, its officers, agents, employees, and servants are included as additional insured, but only with the respect to work performed for the State of California under the contract.

Evidence of insurance must be issued by an insurance company acceptable to the Department of General Services, Office of Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS/ORIM.

B. WORKERS' COMPENSATION INSURANCE

1. Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

2. Unless a current copy is on file with the agency, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the agency to the State as evidence of compliance with the workers' compensation insurance requirement.

C. AUTOMOBILE LIABILITY INSURANCE (TRANSPORTING CONSUMERS)

1. **For public schools and for-profit organizations**: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **$5,000,000** per occurrence for bodily injury and property damage liability combined.

2. **For non-profit organizations**: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract. For **seating capacity of up to 15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **$5,000,000** per occurrence for bodily injury and property damage liability combined.

9. CONFLICT OF INTEREST (FOR NON-PROFITS ONLY)

A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

10. CONFIDENTIALITY

a. Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR.

b. Contractor agrees that any information obtained in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.

c. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

d. Contractor agrees to report any security breach or information security incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at isoinfo@dor.ca.gov.

e. Security breaches or information security incidents that shall be reported include, but are not limited to:

1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.

2. Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.

3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing DOR consumers' personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, netbooks, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.

f. Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract.

g. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.

h. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: http://www.dor.ca.gov/eps/servpro.htm.

Additional training and awareness tools are available at the California Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

11. AUDIT AND REVIEW REQUIREMENTS

(a) General Audit and Review Requirements

1. Contractor shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under State and Federal laws and regulations, including the applicable 2 CFR Part, 220, 225, 230 (OMBs).

2. Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibility in the event of non-compliance.

3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.

4. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this contract agreement and other applicable federal or state statutes and regulations.

5. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the contract, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.

6. Contractor to include a provision in its independent auditor agreements that allows DOR access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report" for review in performance in the event of a DOR audit.

7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit or any other action involving the records prior to expiration of the three (3) year period, whichever is later. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

(b) Annual Federal Financial Audit (For federal funds $500,000 and above)

In addition to the general audit and review requirements, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

For DOR contract expenditures designated by the independent auditor as major programs, the Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section
Department of Rehabilitation
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814

Copies of the audit report and letters shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months following the end of the Contractor's fiscal year, unless a longer period is agreed to in advance by DOR. Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

EXHIBIT E
(Standard Agreement-Subvention)

ADDITIONAL PROVISIONS –SUBVENTION AGREEMENTS

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the contract is more restrictive.

- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
- OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars. A copy of Title 34 CFRs are available at http://www.gpoaccess.gov/cfr/index.html.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

In any agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership which results directly and indirectly from the agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing this contract, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for department, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

1. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT (IF APPLICABLE)

A. Equal Employment Opportunity--All contracts require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts of amounts in excess of $100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this agreement, the Contractor who is awarded an agreement of $100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

D. All contractors shall comply with the following statutes and regulations:

Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.

Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.

Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.

Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

5. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

EXHIBIT F
(Standard Agreement -Subvention)

COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

1. CONTRACT MANUAL

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Manual and its additional policy requirements and conditions for Case Services/Cooperative Contract Program Agreements as applicable for the Fiscal Year(s) covered under this contract. Match requirements are applicable to Cooperative Programs agreements only.

2. CONTRACTOR'S MONITORING

The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms and the approved contracted budget.

3. DOR CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all contract provisions. The DOR Contractor Administrator will:

A. Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.

B. Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.

C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/ consumers during the contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.

D. Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.

E. Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.

F. Ensure there are sufficient funds to pay for all services rendered as required by the contract.

G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)

H. Identify low usage levels and consider partial disencumbrance of contract funds.

I. Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.

J. Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:

- Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.

- Verify that job duties, as provided by the contract staff, match contract duty statements and service descriptions.

- Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.

- Verify that contract staff provide services only to authorized DOR consumers. (Case Service Contracts only)

- Review the CAS 170AA report. (Case Service Contracts only)

Exhibit F
COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

I. CONTRACT MONITORING AND REPORTING

On a quarterly basis, the Capistrano Unified School District, Contract Administrator shall provide a report to the DOR Contract Administrator specifying the following:

- Number of TPP student/clients receiving Cooperative Program Auxiliary Services
- Number of TPP student/clients receiving Employment Services

On a monthly basis, a completed Service Invoice (DOR801B) shall be submitted to the DOR Contract Administrator. The original quarterly progress report shall be submitted to the DOR counselor. Additionally, the DOR Contract Administrator shall receive time records of contractor staff every month.

Every 3 months, the Contract Administrator of Capistrano Unified School District and the DOR Program Administrator will meet to discuss progress of the contract. This meeting will be to discuss referrals, problems, or any mutual or program specific concerns.

II. TRANSPORTATION

Capistrano USD TPP will provide transportation services to up to 8-15 DOR student/clients in the same vehicle at a time.

AGREEMENT FOR SPECIAL TAX COUNSEL SERVICES

THIS AGREEMENT is entered into as of October 1, 2011, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (the "District") and ORRICK, HERRINGTON & SUTCLIFFE LLP ("Orrick"), as follows:

Recitals

A. The District has been notified by the Internal Revenue Service (the "IRS") that its $37,447,687.00 South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program Note Participations, Series 2009A (the "Note") is the subject of an examination by the IRS (the "IRS Audit").

B. The District desires to engage the services of special tax counsel to represent it in connection with the IRS Audit of the Note.

C. The District has determined that Orrick possesses the necessary professional capabilities and resources to provide the legal services required by the District in connection with the IRS Audit and as described in this Agreement.

Agreement

1. Scope of Services To Be Provided by Orrick. Subject to any exclusions as set forth below, Orrick shall perform the following legal services:

(a) Consultation with appropriate representatives of the District, underwriters and others in connection with the Note, with respect to the IRS Audit.

(b) Representation of the District before the IRS and otherwise in connection with the IRS Audit, including possible negotiation of a closing agreement.

(c) Such other legal services as may be necessary or appropriate in connection with the foregoing or otherwise in connection with the IRS Audit.

2. Scope of Services Not To Be Provided By Orrick.

Orrick's services are limited to those specifically set forth above. Orrick's services do not include representation of the District in any litigation or other legal, administrative or legislative proceeding or matter, including without limiting the foregoing, any other audit or review by any state or federal agency of any other District financing. Orrick's services also do not include any financial advice or analysis.

3. Compensation. In connection with the foregoing, Orrick's services will be billed at its regular hourly rates as established from time to time. The following per hourly rates currently are in effect for the following people currently expected to work on the IRS Audit:

$820 for Larry D. Sobel; $720 for Bill Bothwell and $645 for Winnie Tsien. Such fees are subject to an adjustment annually, and others at Orrick may assist in the IRS Audit. Hourly rates will contain all overhead and internal charges associated with the cost of doing business. Legal bills submitted to the District will only contain fees for attorneys and legal assistants. Fees for services performed by other personnel shall not be billed unless approved in advance by the District.

CD-Rom document generation, messenger and expedited mail services will be used judiciously, and will be reimbursable only if reasonable.

Legal bills will be accompanied by specific time entries describing the work performed by each attorney and legal assistant.

Fees and disbursements incurred will be billed to the District in monthly statements which are payable upon receipt. The District agrees to be responsible for all fees and disbursements incurred in connection with the IRS Audit.

4. Termination of Agreement and Legal Services. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all files of the District maintained by Orrick, shall, at the option of the District, become its property and shall be delivered to it or to any other party that the District may designate; provided that Orrick shall have no liability whatsoever for any subsequent use of such documents. Upon termination, Orrick shall have no future duty of any kind to or with respect to the IRS Audit described above.

5. Relationships With Other Parties. The District acknowledges that Orrick regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Orrick has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, accountants, investment providers/brokers and others who may have a role or interest in a financing involving the District or that may be involved with or adverse to the District in this or some other matter. Given the special, limited role of Orrick as special tax counsel to the District as described above, the District acknowledges that no conflict exists in connection with any such relationships and the IRS Audit and consents to such relationships; provided, however, that a separate conflict waiver will be prepared and presented to the District for its consideration with respect to any concurrent representation of the District and any other person or entity in connection with the IRS Audit, if any.

Orrick previously served as bond counsel to the District in connection with the issuance of the Note. The District understands that, by engaging Orrick as counsel in connection with the examination of the Note, there is a possibility of a conflict of interest arising. If an actual conflict arises, the parties agree to discuss whether it would be appropriate for Orrick to continue to be engaged in connection with the IRS Audit.

6. Limitation of Rights to Parties; Successor and Assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to give any person other than

the District and Orrick any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the District and Orrick.

7. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

8. Notices. Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to Orrick at Los Angeles, 777 South Figueroa Street, Suite 3200, Los Angeles, California 90017-5855, Attention: Mr. Larry Sobel and Mr. Bill Bothwell, and to the District at 33122 Valle Road, San Juan Capistrano, California 92675; Attn: David W. Carter.

The District and Orrick have executed this Agreement by their duly authorized representative as of the date provided above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Ron Lebs, Deputy Superintendent, Business and Support Services

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: _____
Title: Partner

CONTRACTOR'S NAME: Leisure Care Nurses Registry **CONTRACT No.** I1112083

INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Health care services by a certified licensed vocational nurse for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on September 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

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

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

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

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

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

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

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

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

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

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the 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.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

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

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

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

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

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

a. Exhibit A Fee Schedule

b. Exhibit B None

c. Exhibit C None

THIS AGREEMENT IS ENTERED INTO THIS 15th DAY OF November, 2011.

Capistrano Unified School District
Name of District

By: _____

Terry Fluent
Typed Name

Director, Purchasing
Title

November 14, 2011
Board Approval Date

Initials/Date BH 10/20/11

Leisure Care Nurses Registry
Contractor Name

Signature: _____

_____
Typed or Printed Name

_____
Title

_____
Taxpayer Identification Number

EXHIBIT A

FEE SCHEDULE

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

Licensed Vocational Nurse (LVN) @ $38.00 per hour

Signature _____ Date _____

Printed Name _____ Title _____

CONTRACTOR'S NAME: California Weekly Explorer, Inc. **CONTRACT No.** I1112062

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and California Weekly Explorer, 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:** District wide historical social-science assembly programs.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on November 14, 2011, and will diligently perform as required and complete performance by June 30, 2012.

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

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

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

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

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

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

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

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

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

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the 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.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

California Weekly Explorer, Inc.
15052 Red Hill Ave., Suite G
Tustin, CA 92780

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

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

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

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

a. Exhibit A Fee Schedule

b. Exhibit B None

c. Exhibit C None

THIS AGREEMENT IS ENTERED INTO THIS 15th DAY OF November, 2011.

Capistrano Unified School District
Name of District

By: _____

Terry Fluent
Typed Name

Director, Purchasing
Title

November 14, 2011
Board Approval Date

Initials/Date BH - 9/29/11

California Weekly Explorer, Inc.
Contractor Name

Signature: _____

_____
Typed or Printed Name

_____
Title

_____
Taxpayer Identification Number

Exhibit A (3 Pages)

CALIFORNIA WEEKLY EXPLORER, INC.
15052 RED HILL AVENUE, SUITE G
TUSTIN, CA 92780
(714)247-2250 FAX (714)247-2254
info@californiaweekly.com
www.californiaweekly.com



Enter your preferred dates:

Our Minimum Day is: M T W TH F None/Varies

1st Choice: _____

2nd Choice: _____

3rd Choice: _____

We will contact you within 3 business days if the above dates are no longer available.

After May 15th, please call for available dates.

INSTRUCTIONS

- *Select first, second, and third choice dates and write them in the upper right hand corner.* *
- *FAX both sides or mail form to our offices. All forms received are date stamped and processed on a first come, first serve basis.*

SCHOOL:_____

SCHOOL ADDRESS:_____

CITY:_____, CA ZIP:_____DISTRICT:_____

SCHOOL PHONE: (___) _____EXT____SCHOOL FAX (___) _____ ALT/CELL (___) _____

ORDERED BY:_____TITLE_____EMAIL:_____

PRESENTATION LOCATION (IF DIFFERENT FROM ABOVE) _____

WALK THROUGH TEAM LEAD: *Teacher/administrator responsible for receiving and distributing teacher booklets, and completing confirmation form. Prep Booklets cannot be sent to PTA personnel.*

NAME: _____TITLE_____PHONE: (____) _____

EMAIL:_____ BEST WAY TO CONTACT: ☐EMAIL ☐SCHOOL PHONE ☐CELL

IS YOUR SCHOOL NEW TO WALK THROUGHS? _____ IS YOUR GRADE LEVEL NEW TO WALK THROUGHS? _____

WALK THROUGH PRESENTATION PRICING

- *SAVE! Fall prices reflect a $25.00 discount (October-Dec 31). Schedule two presentations per day ($25 off second presentation on the same day).*
- *SAVE! Pre-pay discount: Take 5% off if payment is sent by July 31st, 2011 and/or within 7 days of returning this reservation form.*
- *Prices reflect a 10% discount for payments made on/before the due date (last day of the presentation). Add 10% for payments made after due date.*

FALL PRICES-Presentation dates- October through December, 2011:

How many presentations? Give 1st, 2nd, & 3rd choice dates in box at top right. *(No more than 36 students per presentation)*

# of:____ CALIFORNIA	($295 first - $270 second; $295 third - $270 fourth, etc.)	= $ _____
# of:____ REVOLUTION	($295 first - $270 second; $295 third - $270 fourth, etc.)	= $ _____
# of:____ ANCIENT WORLD	($295 first - $270 second; $295 third - $270 fourth, etc.)	= $ _____

SPRING PRICES-Presentation dates- January through June, 2012:

How many presentations? Give 1st, 2nd, & 3rd choice dates in box at top right. *(No more than 36 students per presentation)*

# of:____ CALIFORNIA	($320 first - $295 second; $320 third - $295 fourth, etc.)	= $ _____
# of:____ REVOLUTION	($320 first - $295 second; $320 third - $295 fourth, etc.)	= $ _____
# of:____ ANCIENT WORLD	($320 first - $295 second; $320 third - $295 fourth, etc.)	= $ _____

* *Before choosing dates, please consider:*
- School holidays/vacations
- Minimum days
- Annual school events *(science camps, fundraisers, campus events)*
- State-wide testing

Total from Above	$_____
Total Travel fee (see chart) *($____fee x _____# of days) =*	$_____
Sub-Total	$_____
5% pre-pay discount *(check must be enclosed or sent by July 31st, 2011 or within 7 days after sending form)*	($_____)
TOTAL COST:	$_____
Add 10% if paid after due date *(last day of presentations)*	$_____

SCHOOL:_____

Authorization and Billing Information

Please provide information below to ensure we invoice the proper department/organization.
Check with your district for the proper invoicing.
Please do not use teachers for billing unless personally paying for the presentations.

1. The invoice for these programs will be paid by:

   ☐school district ☐local school ☐parent organization ☐other: _____

2. Billing Contact Person: _____ School/organization/dept: _____

   Phone: _____ext_____ Email: _____

   Billing Address: _____City_____ CA Zip _____

3. Does your district require a purchase order number? (Purchase orders are not considered payment)

   ☐not needed for this ☐will be sent later ☐Purchase Order #:_____

4. ***PAYMENT:*** **Payment is due by date of presentation. Prices shown on reservation form include the standard 10% discount.** Payments made after the due date will be for the non-discounted price. Please indicate when you intend to pay:

   ☐mailed by date of program ☐enclosed with this order (deduct 5% more from discounted price)

   ☐after date of program and will be paying the 10% higher, non-discounted price.

CONDITIONS

1. Each program is limited to a maximum of 36 student participants.
2. Cancellations and changes may be made up to 60 days prior to scheduled presentations. If any cancellations/changes are made less than 60 days prior to scheduled presentations, you will be responsible for the payment in full of the original invoice and any other applicable change fees.
3. Person(s) placing the order will receive a confirmation form and **one** teacher preparation booklet per presentation to distribute to each teacher. Replacement for each lost booklet is $15.
4. We **cannot** present programs to 5th or 6th grade classes if students are not prepared to according to the teacher preparation booklet instructions. Since this date is reserved for your school, the invoice will need to be paid even if the program is not presented for this reason.
5. All programs and their contents are protected by registered copyright; no license or permission is granted to individuals or organizations to use any included material beyond the scope of each of the performances. Only certain portions of each presentation are allowed to be video recorded at the presenter's discretion. Please check with your school's policy regarding the video recording of students. Photographs are permitted.
6. Purchase orders are not considered payment for invoices.

Authorization

I authorize the reservation of the programs listed on the front of this form according to the conditions and payment terms above. I have read and understood the above conditions.

X _____ *Title:*_____ *Date:*_____

Mail or FAX *both pages/sides* to **(714) 247-2254**

Make a copy of this form for your records



ORDERING "WALK THROUGH" PRESENTATIONS

- Complete both sides of the form and sign the back. Include your 1st, 2nd and 3rd choice dates.
- **Act fast for the best dates! April 15th is the first day of reservations.** Dates are assigned based on a first-come, first-served basis. Spring dates are especially popular and fill quickly.
- Check your requested dates with necessary staff members and your school's master calendar before submitting your reservation. Our calendars fill quickly and similar dates may not be available if you need to change your date.
- **Orders placed from April 15 - May 15th**: You will be notified within 3 days if the dates you requested are **not** available. If your dates are available, a confirmation email will be sent within 2 weeks.
- **Ordering after May 15th?** Please contact the office for available dates before submitting your form.
- You may cancel or change dates up to **60 days prior** to scheduled presentations without penalties. If cancellations or changes are made less than 60 days prior to scheduled presentations, you will be responsible for the full amount of invoice along with any other applicable charges.
- Please note that our offices will be closed the month of July and re-open the month of August.
- *Teacher Preparation Booklets* will be sent in September. Please open the packet and return the *Confirmation/ Work Order* promptly. Invoices will be sent in September to the billing person listed on this invoice.

PRESENTATION PRICES

First presentation each day	*$320*
Second presentation (on same day)	*$295*
Two presentations on one day	*$615*
Daily Travel Fee (see below)	*(Varies)*

WAYS TO SAVE

- *$25 discount per program for Oct-Dec dates*
- *Book two programs per day*
- *Prepay Discount 5% off total amount*
  Paid in full by July 31st, 2011. After July, payment must be received within *seven days* of receipt of your reservation form.

DAILY TRAVEL FEE CHART

(Please contact us if your zip code is not listed)

Zip codes	Fee	Zip codes	Fee	Zip codes	Fee	Zip codes	Fee	Zip codes	Fee
90001-90262	95	91350-91351	105	92014-92014	80	92335-92337	85	92386-92386	125
90265-90265	75	91352-91352	85	92019-92030	105	92338-92338	125	92388-92388	85
90266-90270	70	91355-91355	110	92036-92040	125	92341-92342	125	92392-92397	125
90272-90505	75	91356-91356	85	92054-92058	80	92345-92345	125	92399-92399	125
90601-90703	65	91360-91360	100	92059-92065	100	92346-92346	85	92401-92599	80
90706-90822	65	91364-91699	95	92067-92069	75	92350-92350	85	92601-92679	45
91001-91214	70	91701-91739	75	92071-92071	105	92352-92352	125	92681-92899	40
91301-91307	80	91740-91899	70	92075-92079	80	92353-92354	85	93001-93899	125
91310-91310	100	91901-91941	125	92082-92082	105	92356-92356	125	93900-93999	130
91311-91311	85	91950-91951	100	92083-92085	80	92357-92360	85	94001-94499	155
91316-91319	80	91962-91980	125	92086-92315	125	92365-92368	125	94500-95499	125
91320-91321	105	92003-92003	85	92316-92325	85	92369-92369	80	95601-95999	125
91324-91345	85	92007-92011	75	92327-92327	125	92374-92383	95		

CONSULTANT NAME: Edenco, Inc. Contract No. C1011076

Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Edenco, Inc.

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Construction management services for the San Juan Hills High School Stadium Phase II project.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on November 15, 2011 and will diligently perform as required and complete performance by completion of project.

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

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

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

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

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

7. **Originality of Services:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

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

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

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

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

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

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

DISTRICT	CONSULTANT
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Edenco, Inc 2906 La Ventana San Clemente, CA 92672 (949) 874-9170

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

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

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A Fee Schedule and Proposal dated October 24, 2011

b. Exhibit B N/A

c. Exhibit C N/A

CONSULTANT NAME: Edenco, Inc. Contract No. C1011076

This AGREEMENT is entered into this 15 Day of November, 2011.

DISTRICT:

By: _____

Terry Fluent, Director of Purchasing

CONSULTANT:

By: _____

Signature

_____

Printed Name

_____

Title

November 14, 2011

Board Approval Date

_____

Social Security or Taxpayer Identification

Initials/Date _____

EXHIBIT A

TO: Randy Rowles

DATE: October 24, 2011

SUBJECT: Fee Schedule Proposal for San Juan Hills High School Stadium Project II

Edenco Fee for Proposal for San Juan Hills High School Stadium Project II :

- Proposed Start date of San Juan Hills HS – Stadium November 2011
- Scheduled Completion date of San Juan Hills HS – Stadium June 2012

  Estimated CM duration = 9 mos. (1 month for Close-Out)

  - Proposed CM Fee = 174 hrs/mo x 9 mos x $150/hr = $235,000
  - Final Proposed Fee (Requested Fee Reduction) = $200,000

The enhanced value that Edenco's construction management fee request ensures Capistrano Unified School District the following:

1. The highest level of risk management and claims avoidance for CUSD at all three (3) projects located on two (2) high school campuses; San Juan Hills High School - Aquatic Center, San Juan Hills High School – Stadium and Capistrano Valley High School – Performing Arts Center.

2. Assurance that the architect's intended design and the District's project expectations are exceeded at all three (3) projects. Edenco will ensure that the construction deficiencies and budget overruns recently experienced at San Juan Hills High School will not be repeated. Edenco will monitor and document all project deficiencies and withhold the estimated corrective costs at project completion and release the revised retention funds to the contractor. Edenco will Informally Bid the deficient work and manage the corrective work after the original contractor is de-mobilized from the site.

Edenco is fully committed to managing the construction projects at Capistrano Unified School District at an exceptional level of excellence to match the standards set by the district's leadership. Our goal is to deliver projects which meet the students and administrators expectations. We thank you for the opportunity provided to Edenco to be of service to Capistrano Unified School District. We are available, at your pleasure to discuss the details of our request.

Respectfully submitted,

Walt Eden
President

Edenco, Inc. • 2906 La Ventana • San Clemente, CA 92672 • (949) 874-9170

PBS SoCal / KOCE-TV FOUNDATION
3080 Bristol Street, Suite 400, Costa Mesa, CA 92626 ◆714-241-4100

2011-2012

AGREEMENT FOR

TELEVISION BROADCASTING AND CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between The **KOCE-TV FOUNDATION, on behalf of PBS SoCal Education,** 3080 Bristol Street, Suite 400, Costa Mesa, California 92626 and Capistrano Unified School District ("Client"), 33122 Valle Road San Juan Capistrano, CA 92675.

IN CONSIDERATION OF the mutual promises and covenants contained herein, PBS SoCal Education and client agree as follows:

1. Purpose of Agreement: This Agreement is to provide teachers of Client with instructional television materials and training on the effective use of television and Discovery Streaming for instruction in the classroom.

2. Unit of Membership: Any school or school district, or educational agency within the PBS SoCal primary reception area is eligible for PBS SoCal Education membership and services; In addition, any school, school district, or educational agency capable of receiving PBS SoCal's broadcast signal via cable television is likewise eligible.

3. PBS SoCal Education Advisory Board: Membership in PBS SoCal Education shall entitle the Client to representation on the PBS SoCal Education Advisory Board. The PBS SoCal Education Advisory Board shall act in an advisory capacity to the KOCE-TV FOUNDATION in the selection of programs to be aired on PBS SoCal and in the approval of relevant financial decisions.

4. Television Consulting Services: PBS SoCal Education shall provide Client with training resources for its teachers on the subject of effective use of television and Discovery Streaming in the classroom. Such training resources include but are not limited to teacher guides and instructional materials.

5. Broadcast of Instructional Television Programming: PBS SoCal Education shall, within the broadcast limits specified below, use its best efforts to provide educational television such as: instructional television programs and recordings for 30 weeks during the school year, September through June.

6. Discovery Streaming: PBS SoCal Education shall provide Client with *Discovery Education Streaming* for use in the classroom.

7. Grant of License to Record Series: PBS SoCal Education grants to Client, subject to the limitations set forth below and in the instructional television broadcast schedules, the right to record from broadcast by PBS SoCal all series used by Client ("Recordings").

8. Limitations on License to Record Series: Client may use the Recordings at any time only for purposes of in-class instruction. Client shall cause all Recordings to be erased at the end of the school year that coincides with the term of this Agreement; provided, however, that Client need not erase all Recordings if this agreement is renewed but shall erase only those Recordings not included on the PBS SoCal webpage during the school year subsequent to the terms of this Agreement. Client shall assume all liability for violation of copyright due to any failure to comply with these limitations. Any exceptions to any limitation set forth in this paragraph shall be void and of no effect unless granted by prior written approval by PBS SoCal Education.

9. Additional Usage of Recordings: Client may transmit Recordings via in-house cable systems, provided that all users receiving such materials are PBS SoCal Education clients. Client may also use PBS SoCal Education recordings for re-programming on a community cable television channel or channels dedicated to Client's use provided the following conditions are met: 1) Client assumes responsibility for recording and scheduling PBS SoCal Education programs; 2) Said programming must occur only on regular days of instruction from 9:00 A.M. to 3:00 P.M. and exclusively for the purposes of instruction; 3) Copyright restrictions must be adhered to as outlined on the PBS SoCal Education webpage; 4) Depending on individual program rights, some programs may be limited to cable transmission simultaneous to broadcast and 5) Such activity must have the written approval of the PBS SoCal Director of Educational Services.

10. Broadcast Limits: Client acknowledges and agrees that PBS SoCal, Channel 50, holds final authority and responsibility for all station broadcasts. No liability shall attach under this Agreement because of any scheduling or rescheduling by PBS SoCal Education of educational television programs. All scheduling or rescheduling of PBS SoCal Education broadcasts including educational television programs shall be as approved by the Educational department of PBS SoCal.

11. Liability Insurance: PBS SoCal Education shall obtain and maintain a policy of liability insurance against liability or claims of liability resulting from acts or omissions to act by PBS SoCal Education, its agents, or employees, in connection with the performance of this Agreement. Client shall obtain and maintain a policy of liability insurance against liability resulting from the acts or omissions to act by Client, its agents, or employees, in connection with the performance of this Agreement. The minimum acceptable amount of any such policy shall be one million dollars.

12. Ownership of Instructional Television Programs: All instructional television programs, and teacher guides and Instructional Materials are and shall remain the property of PBS SoCal Education. PBS SoCal Education shall negotiate all lease agreements for educational

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

13. Termination: If either client or PBS SoCal Education defaults in the performance of any of the terms of this Agreement, it shall have ten (10) days after service of written notice of such default by the other party in which to cure such default. In the event the party receiving such notice fails to cure the default within such period of time, the party serving the notice at its option may terminate this Agreement without further notice.

14. Notice: Any notices required or permitted here under shall be given in writing to the appropriate party at the address specified below. Notice shall be deemed given upon personal delivery of written notice, or when written notice is sent by certified or registered mail. The notices should be sent as follows:

To PBS SoCal:
KOCE-TV Foundation
c/o PBS SoCal Education
3080 Bristol Street
Suite 400
Costa Mesa, CA 92626
Attention: Ed Miskevich, Station Manager

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

15. Term of Agreement: The term of this Agreement shall begin when signed by Client, received by PBS SoCal Education, and approved by the governing board of Client and the KOCE-TV Foundation Board, and expires on August 31, 2012. The period in which PBS SoCal shall provide television broadcasting and consulting services here under is September 1, 2011 to June 3, 2012. The period in which PBS SoCal Education shall provide online video streaming will be September 1, 2011 to August 31, 2012.

16. Fees: In consideration of the obligations performed here under by PBS SoCal Education, client shall pay PBS SoCal Education a fee of $1.10 per student. The total dollar amount of this Agreement shall not exceed $39,924.60. The total number of students is 42,362.

17. Indemnity: PBS SoCal Education to the extent permitted by law shall defend, indemnify and hold harmless Client and its members, trustees, officers, employees, instructors, agents and representatives free and harmless from any claim, liability, loss, and expense, including reasonable attorney fees and court costs, which may arise because of the breach of this Agreement by PBS SoCal Education, negligence, misconduct or other fault of PBS SoCal Education and its employees, instructors, agents and representatives in the performance of its

obligations under this Agreement including the violation of any copyrighted material provided to PBS SoCal Education by client.

18. Limitation of Liability: Notwithstanding anything to the contrary with the exception of Client's duty to indemnify PBS SoCal Education as provided in paragraph 17, to the extent allowed by law neither party shall be liable to the other party for any special, indirect, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to the Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) even if the parties are advised of the likelihood or possibility of same.

19. Remittance: Remittance of fees shall be made as follows: One payment of total fee not to exceed $39,924.60.

20. This agreement and Exhibit A attached hereto constitute the entire agreement among parties to it and supersedes any prior or contemporaneous understanding or agreement and may be amended only by a written amendment executed by both parties to the agreement.

21. Governing Law
The terms and conditions of this agreement shall be governed by the laws of the State of California with venue in Orange County, California.

Consultant	**District**
PBS SoCal/KOCE-TV Foundation	**Capistrano Unified School District**
By: _____ Signature	**By:** _____ Signature
Name Ed Miskevich	**Name** _____
Title Station Manager	**Title** _____
Date 9/28/11	**Date** _____

***PLEASE NOTE:**
Send back Agreement with original signatures to:

Dawn Ariza
Controller
c/o PBS SoCal
P.O. Box 25113
Santa Ana, CA 92733

Retain a copy for your files. After receiving this Agreement, PBS SoCal Education will invoice client through their fiscal agent.





Capistrano Schools
9/1/2011-8/31/2012

Discovery Education Streaming Basic: $1.10 per student
Minimum: $425.00

School	Enrollment	2011-2012 Subtotal	2011-2012 Total with Min/Max
Aliso Niguel High School	2959	$3,254.90	$1,975.00
Bathgate Elementary	668	$734.80	$0.00
Benedict Elementary	696	$765.60	$765.60
Bergeson Elementary	516	$567.60	$567.60
Bernice Ayer Middle	888	$976.80	$976.80
Canyon Vista Elementary	769	$845.90	$845.90
Capistrano Valley High School	2729	$3,001.90	$1,975.00
Castille Elementary	606	$666.60	$666.60
Chaparral Elementary	916	$1,007.60	$1,007.60
Concordia Elementary	648	$712.80	$712.80
Dana Hills High School	2814	$3,095.40	$1,975.00
Del Obispo Elementary	434	$477.40	$477.40
George White Elementary	659	$724.90	$724.90
Hankey K-8	812	$893.20	$893.20
Hidden Hills Elementary	504	$554.40	$554.40
Kinoshita Elementary	639	$702.90	$0.00
Ladera Ranch Elementary	893	$982.30	$982.30
Ladera Ranch Middle School	1243	$1,367.30	$1,367.30
Laguna Niguel Elementary	607	$667.70	$667.70
Las Flores Elementary	637	$700.70	$700.70
Las Flores Middle	1144	$1,258.40	$1,258.40
Las Palmas Elementary	753	$828.30	$828.30
Malcom Elementary	692	$761.20	$761.20
Marblehead Elementary	572	$629.20	$629.20
Marco Forster Middle	1379	$1,516.90	$1,516.90
Moulton Elementary	677	$744.70	$744.70
Niguel Hills Middle	1309	$1,439.90	$1,439.90
Oak Grove Elementary	796	$875.60	$875.60
Oso Grande Elementary	1131	$1,244.10	$1,244.10
Palisades Elementary	502	$552.20	$552.20
Reilly Elementary	455	$500.50	$500.50
RH Dana Elementary	371	$408.10	$408.10
San Clemente High School	2898	$3,187.80	$1,975.00
San Juan Elementary	722	$794.20	$794.20
San Juan Hills High School	1928	$2,120.80	$1,975.00

370

Tesoro High School	2412	$2,653.20	$1,975.00
Tijeras Creek Elementary	536	$589.60	$589.60
Viejo Elementary	416	$457.60	$457.60
Vista Del Mar Elementary	1143	$1,257.30	$1,257.30
Vista Del Mar Middle School	522	$574.20	$574.20
Wagon Wheel Elementary	703	$773.30	$773.30
Wood Canyon Elementary	485	$533.50	$533.50
Serra High School	179	$196.90	$425.00

Total	**$39,924.60**

68 CAPISTRANO UNIFIED SCHOOL DIST | REMOTE REQUISITION PRELIST SITE NO: 0640 | J1523 POX530 H.03.03 09/29/11 PAGE 1

REQ#	VENDOR #/NAME	DATE	S	SITE	SHIP CO	BOARD DESCRIPTION	SUBMITTED BY
420149	146483 KOCE-TV FOUNDATION C/O PBS SOCAL FOUNDATION	09/29/2011	C	0640	7777	0	HOGBIN/BARI

BUYER: CH TERMS: FOB:

CONTACT: 3080 BRISTOL STREET PO-TYPE: REQ DELIVERY DATE:

ED MISKEVICH,S

(714)241-4100 COSTA MESA CA 92626

01	1	LOT	DISCOVERY EDUCATION STREAMING 9/1/11 - 8/31/12 TELEVISION BROADCASTING & CONSULTING SERVICES	39,924.60	39,924.60	N

I 1112 003

BH ~~10/20/11~~ 11/14/11

SUB TOTAL	39,924.60
TAX	0.00
REQ. TOTAL	39,924.60

AUTHORIZED SIGNATURE

10/3/11
DATE

01-0000-0-5800-0000-7700-000-000-000-000 39,924.60

AMENDMENT TO SCHOOL BUS SERVICE AGREEMENT NO. C1011065

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JSERRA

The original School Bus Service Agreement between Capistrano Unified School District and JSerra, called for the District to provide maintenance and training services. JSERRA is in need of bus rental services provided by the District on an as needed basis.

Article 19.0 LEASE/RENTAL OF BUS shall be added to the Agreement.

Except as set forth in this Amendment to Agreement, and Board approved on September 14, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District	**JSERRA**
By: _____	By: _____
Signature	Signature
Terry Fluent	_____
	Print Name
Director, Purchasing	_____
	Title
Date: _____	Date: _____

19.0 LEASE/RENTAL OF BUS

I.

WITNESS: The District may lease to JSERRA the following described motor vehicle:

District owned school bus, on an as needed basis, at $200.00 per day, plus fuel.

A security deposit in the amount of $1,000 is payable upon execution of this agreement. Security deposit will be returned at the end of this contract if all items on this agreement are met. Early termination or returning the units with damage or repairs needed may forfeit all or part of the security deposit.

II.

JSERRA agrees to the following:

1. Return the vehicle(s) to District in as good a condition as received with normal wear and tear, or
2. Retain the vehicle(s) for an additional period under the terms and conditions contained in the Agreement after having obtained Districts written consent at least one (1) day prior to the expiration of the initial retention rental period.
3. JSERRA shall notify the district of all potential drivers of the rental vehicle.
4. JSERRA shall supply appropriate license and training documentation to verify driver's qualifications.
5. All potential drivers of the vehicle shall demonstrate proficiency in the vehicle prior to taking possession of the vehicle during the rental period.

III.

JSERRA AGREES to indemnify and hold District harmless from any liability from any personal injuries, property damage, or any other damages or injuries, which result from the use or operation of, said vehicle(s). District and JSERRA agree there is categorically no employment relationship between the District and JSERRA. JSERRA shall assume any and all loss or damages to said vehicle(s) while within the JSERRA's control and possession.

IV.

JSERRA WILL provide at its own expense liability, collision, comprehensive, fire and theft insurance, in the amount of **$5 million**, which shall properly cover the JSERRAs use of the rented unit. A copy of this policy or a Certificate of Insurance shall be delivered to the District at the earliest possible opportunity. Before unit is delivered, District shall be named as *additional insured* and *loss payee*. Value of the vehicle(s) is **$126,525.**

V.

JSERRA AGREES to the following pertaining to breakdowns, repairs and upkeep. Any breakdowns or repairs which are attributed to the age of the vehicle and normal wear and tear are the responsibility of the District. Any breakdowns or repairs which are attributed to the operation, driving, misuse, or neglect are the responsibility of the JSERRA. JSERRA to keep records on a Daily Driver Check List to assure that all systems, fluid levels, etc., are being properly checked and maintained. JSERRA will maintain the above vehicle(s) hereby leased in good repair and operating condition, and will furnish at its expense all parts and supplies necessary to comply with this provision including, but not limited to, tires, tubes, fuel, lubricants, oil and anti-freeze, and further, the JSERRA shall keep said vehicle(s) properly stored. JSERRA shall be liable to District for any and all damage or depreciation caused by the negligence of the JSERRA, its officers, agents or employees, or by failure or neglect of the JSERRA, its officers, agents, and employees to care for or make repairs as needed, normal wear and tear excepted.

VI.

THIS RENTAL may be terminated in the following manner: If the JSERRA fails to perform any of the above terms, the District shall have the right to terminate this agreement by giving the JSERRA thirty (30) days written notice and JSERRA shall terminate its lease payment.

VII.

JSERRA SHALL NOT sub-lease this vehicle to any other including any auxiliary group.

This vehicle shall be housed at: _____

Agreement Number: C1011065

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL BUS SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 15th day of September, 2010, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and JSerra, 26351 Junipero Serra Road, San Juan Capistrano, CA 92675, (hereinafter referred to as "JSERRA"). DISTRICT and CLIENT shall be collectively referred to as the Parties.

WHEREAS, the DISTRICT is specially trained and experienced and competent to perform the special services required by JSERRA to maintain the school bus purchased by JSERRA;

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

WHEREAS, DISTRICT AND JSERRA wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT'S schools and students and only if DISTRICT operations are not adversely impacted in any way;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT;

1.1 Provide routine inspection and servicing (i.e. lubrication of chassis, changing oil, oil filters and air filters) on the one (1) JSERRA school bus every 3,000 miles

or 45 calendar days, whichever occurs first, at $105/hour (inspection/servicing fees have a ½ hour minimum).

1.2 Provide an annual maintenance check-up on one (1) JSERRA bus at $105/hour and any repairs necessitated by such maintenance check-up will be mutually agreed to in writing between the Parties.

1.3 Provide roadside assistance for one (1) JSERRA school bus within DISTRICT boundaries at $105/hour, which shall commence from point of departure to point of return.

1.4 Provide emergency roadside assistance for the one (1) JSERRA school bus outside DISTRICT boundaries at DISTRICT'S discretion at $105/hour, which shall commence from point of departure to point of return.

1.5 Provide certified California school bus driver training at $55.00/hour per training session.

1.6 Provide certified California school bus behind the wheel training at $55.00/hour per individual driver. (Initial training for Class B license requires drivers to take 25 hours of classroom training plus 25 hours of behind the wheel training - a one-time requirement for a five year license. Each year thereafter, annual in-service classroom training of 10 hours is required upon each driver's birth date.)

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on or after September 15, 2010 and this Agreement

shall be effective for one (1) year with two (2) one year options to renew upon mutual written agreement of the Parties.

3.0 FEES/PAYMENT. JSERRA agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. JSERRA agrees to pay all hourly rates as stated in Section 1.0 and any and all towing costs, if necessary. ALL parts/supplies/materials, fuel and oil shall be paid by JSERRA. There shall be no costs or expenses to the DISTRICT to provide these services. Payment shall be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE, or at such other place as DISTRICT may designate in writing.

4.0 COMMUNICATION BETWEEN THE PARTIES. JSERRA SHALL COMMUNICATE DIRECTLY WITH THE DISTRICT'S Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT. JSERRA shall comply with all schedules that have been established by the DISTRICT for inspecting, servicing and/or maintaining the JSERRA school bus and shall deliver the bus at or before the time scheduled.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the JSERRA, and are not entitled to benefits of any kind or nature normally provided employees of JSERRA and/or to which JSERRA

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT shall 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 DISTRICT'S employees.

6.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason by providing thirty (30) days written notice to the other party specifying the desired date of termination. Notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 HOLD HARMLESS/INDEMNIFICATION. JSERRA agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligent act, default, or negligent omission of the JSERRA, or its officers or employees arising out of, or in any way connected with, this AGREEMENT, whether said injury or damage occurs either on or off JSERRA or DISTRICT'S property, except for liability for damages which result from the sold negligence or willful misconduct of the DISTRICT or its officers or employees.

8.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and JSERRA agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to DISTRICT and JSERRA as they relate to their respective performances pursuant to this AGREEMENT.

9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT.

10.0 TOBACCO USE POLICY. In the interest of public health, DISTRICT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT pursuant to DISTRICT Policy 400.15. Failure to abide with the conditions of this policy could result in the termination of this AGREEMENT.

11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and JSERRA agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to DISTRICT and JSERRA as they relate to their respective performances pursuant to this AGREEMENT.

12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees 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.

13.0 NON-DISCRIMINATION. DISTRICT and JSERRA agree that they 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.

14.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) 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. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Mike Patton, Director, Transportation

CLIENT: JSerra Catholic High School
26351 Junipero Serra Road
San Juan Capistrano, CA 92675
Attn: Michelle Ramirez, CFO

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

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

17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California which venue in Orange County, California

18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:
CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: Terry Fluent

Print Name: Terry Fluent

TITLE: Director, Purchasing

DATE: 4/22/11

JSERRA

BY: Michele Ramirez

PRINT NAME: MICHELE RAMIREZ

TITLE: CFO

DATE: 4/19/11

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JSERRA

This School Bus Service Agreement called for an original 12-month contract covering the period September 15, 2010 through September 14, 2011, with annual renewals at the option of the Board of Trustees for two (2) additional one year periods.

The contract with JSERRA pursuant to Contract No. C1011065, shall be extended, covering the period September 15, 2011 through September 14, 2012.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

DISTRICT	**CLIENT**
Capistrano Unified School District	**JSERRA**
By: _____ Signature	By: _____ Signature
Terry Fluent	MICHELE RAMIREZ Print Name
Director, Purchasing	CFO Title
Date: 10/17/11	Date: 9/6/11

AMENDMENT TO SCHOOL BUS SERVICE AGREEMENT NO. C1011065

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JSERRA

The original School Bus Service Agreement between Capistrano Unified School District and JSerra, called for the District to provide services for one (1) JSERRA school bus. JSERRA is in need of the services provided by the District for an additional bus that they purchased.

Articles 1.0, 1.2, 1.3. and 1.4 in the agreement between Capistrano Unified School District and JSERRA shall be amended to replace the words "the one (1) JSERRA school bus" with "select JSERRA school buses".

Except as set forth in this Amendment to Agreement, and Board approved on September 14, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District	**JSERRA**
By: T Fluent (Signature)	By: Michele Ramirez (Signature)
Terry Fluent	MICHELE RAMIREZ (Print Name)
Director, Purchasing	CFO (Title)
Date: 10/17/11	Date: 9/27/11

RECEIVED
OCT 04 2011
PURCHASING

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

Name	Position Title	Reason	Original Hire Date	Date of Separation
1. Amar, Elie	Bilngl Inst Asst	Moving	10/29/2007	10/12/2011
2. Carrera, Tammy	Inst Asst-Sp Ed	Voluntary	09/27/2010	10/14/2011
3. Espinosa, Jeanette	Inst Asst-Sp Ed	Voluntary	09/07/2011	10/19/2011
4. Hansler, Tara	IF-Sp Ed	Other Employment	09/09/2008	09/27/2011
5. Irons, Sharon	Inst Asst-Sp Ed	Other Employment	12/06/2010	09/29/2011
6. Jensen, Debra	Elem Sch Clerk	Other Employment	09/07/2011	10/05/2011
7. MacGregor, Jennifer	IF-Sp Ed	Voluntary	01/22/2008	07/22/2011
8. Manoogian, Jean	Sch Bus Driver	Retirement	09/04/1985	12/16/2011
9. Martinez, Guadalupe	Presch Rsrc Teacher	Deceased	09/03/1987	10/09/2011
10. Mejia, Cynthia	Inst Asst-Sp Ed	Voluntary	09/16/2011	10/21/2011
11. Micalizzi, Tracy	IF-Sp Ed	Voluntary	02/28/2011	09/15/2011
12. Ospina, Carolina	Bilngl Inst Asst	Voluntary	02/22/2011	06/23/2011
13. Scaggs, Linda	FS Worker	Voluntary	09/02/2008	10/15/2011
14. Thompson, Laura	IF-Sp Ed	Voluntary	09/16/2011	10/10/2011
15. Velez, Vida	Sch Secretary II	Probationary	02/28/2011	10/07/2011

APPROVE EMPLOYMENT

Name	Position-Full Time	Salary	Range Step	Effective Date
16. Bomgaars, Norman	Maintenance Carpenter (12mo/40hpw)	$3,806.52 mo	R38-1	09/28/2011
17. Desirey, Donna	Sch Secretary I (10mo/40hpw)	$3,198.49 mo	R27-3	09/26/2011
18. Saaremagi-Mynes, Mari-Liis	Account Clerk II (12mo/40hpw)	$3,047.99 mo	R29-3	10/03/2011

Name	Position-Part Time	Salary	Range Step	Effective Date
19. Beebe, Brittany	Bilngl Comm Svcs Liaison (9.5mo/17.5hpw)	$15.16 hr	R23-1	10/24/2011
20. Bertussi, Gionna	Nurse Specialist (9.5mo/30hpw)	$33.38 hr	R51-3	10/03/2011
21. Brenna, Colleen	Literacy Intervention Asst (9.5mo/17.5hpw)	$16.33 hr	R26-1	10/14/2011
22. Calahan, Michael	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	10/10/2011
23. Campbell, Melissa	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	$13.74 hr	R19-1	10/17/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

APPROVE EMPLOYMENT (Cont.)

Name	Position-Part Time	Salary	Range Step	Effective Date
24. Deckard, Kimberly	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	09/21/2011
25. Frith, Tara	Inst Asst-Presch (9.5mo/10.5hpw)	$14.08 hr	R20-1	10/17/2011
26. Gefell, Julia	Inst Asst-Presch (9.5mo/10hpw)	$14.08 hr	R20-1	10/03/2011
27. George, Karly	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	10/10/2011
28. Goetz, Amanda	IF-Sp Ed (9.5mo/17.5hpw)	$14.79 hr	R22-1	10/17/2011
29. Gomez, Lydia	Blngl Clerk (10mo/17.5hpw)	$15.93 hr	R25-1	10/18/2011
30. Greenup, Behnaz	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	$13.74 hr	R19-1	09/19/2011
31. Harsh, Sheena	Inst Asst (9.5mo/17.5hpw)	$13.74 hr	R19-1	10/17/2011
32. Healy, Jan	Literacy Intervention Asst (9.5mo/17.5hpw)	$16.33 hr	R26-1	10/14/2011
33. Hodges, Cynthia	Inst Asst-Presch (9.5mo/10.5hpw)	$14.08 hr	R20-1	10/19/2011
34. Jaeckel, Deborah	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	09/07/2011
35. Jenican, Melissa	Literacy Intervention Asst (9.5mo/17.5hpw)	$16.33 hr	R26-1	10/14/2011
36. Johns, Nancy	FS Worker (9.5mo/15hpw)	$12.14 hr	R14-1	10/19/2011
37. Kear, Casey	IF-Sp Ed (9.5mo/17.5hpw)	$14.79 hr	R22-1	10/17/2011
38. Larson, Jennifer	IF-Sp Ed (9.5mo/17.5hpw)	$14.79 hr	R22-1	10/25/2011
39. Lebeda, Kelli	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	09/07/2011
40. Madsen, Sheryl	MS Campus Supvr (9.5mo/17.5hpw)	$15.16 hr	R23-1	10/20/2011
41. McKeown, Sheray	Inst Asst-Presch (9.5mpw/10hpw)	$14.08 hr	R20-1	10/24/2011
42. McPherson, Denise	Inst Asst (9.5mo/15hpw)	$13.74 hr	R19-1	10/24/2011
43. Micalizzi, Tracy	IF-Sp Ed (9.5mo/17.5hpw)	$14.79 hr	R22-1	09/16/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

APPROVE EMPLOYMENT (Cont.)

Name	Position-Part Time	Salary	Range Step	Effective Date
44. Moy, Wendy	LVN (9.5mo/17.5hpw)	$18.02 hr	R30-1	10/26/2011
45. Nall, Janette	Literacy Intervention Asst (9.5mo/17.5hpw)	$16.33 hr	R26-1	10/14/2011
46. Norgren, Erica	Inst Asst (9.5mo/15hpw)	$13.74 hr	R19-1	10/19/2011
47. Oborn, Kimberly	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	10/03/2011
48. Oerth, Ziva	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	09/13/2011
49. Oldenburg, Amy	Inst Asst-Presch (9.5mo/10hpw)	$14.08 hr	R20-1	10/10/2011
50. Parker, Karen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	10/03/2011
51. Rios, Allyson	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	10/10/2011
52. Ruiz, Karla	Inst Asst (9.5mo/17.5hpw)	$13.74 hr	R19-1	10/19/2011
53. Seay, Laurence	IF-Sp Ed (9.5mo/17.5hpw)	$14.79 hr	R22-1	10/21/2011
54. Story, Virginia	Inst Music Asst (9.5mo/30hpw)	$14.08 hr	R20-1	10/10/2011
55. Tannery, Sarah	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	09/14/2011
56. Thompson, Laura	IF-Sp Ed (9.5mo/17.5hpw)	$14.79 hr	R22-1	09/16/2011
57. Torres, Rosalba	Literacy Intervention Asst (9.5mo/17.5hpw)	$16.33 hr	R26-1	10/14/2011
58. Varela, Amanda	Literacy Intervention Asst (9.5mo/30hpw)	$16.33 hr	R26-1	10/14/2011
59. Workman, Terri	Inst Asst (9.5mo/15hpw)	$13.74 hr	R19-1	10/24/2011
60. Younis, Olga	Literacy Intervention Asst (9.5mo/17.5hpw)	$16.33 hr	R26-1	10/26/2011

Name	Recall from Layoff	Salary	Range Step	Effective Date
61. Azzazy, Amparo	Blngl Comm Svcs Liaison (9.5mo/40hpw)	$3,354.40 mo	R23-6	10/31/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

APPROVE EMPLOYMENT (Cont.)

Name	Recall from Layoff	Salary	Range Step	Effective Date
62. Breithaupt, Scott	Sch Bus Driver (9.5mo/per bid)	$19.26 hr	R28-3	10/17/2011
63. Buenrostro, Victor	Sch Bus Driver (9mo/per bid)	$18.35 hr	R28-2	10/17/2011
64. Feyerabend, Kathleen	Sch Bus Driver (9.5mo/per bid)	$21.37 hr	R28-5	09/21/2011

Name	Position-Substitute	Salary	Range Step	Effective Date
65. Adams, Sonja	Student Supvr	$10.00 hr		09/30/2011
66. Alvarado, Agustin	Groundskeeper	$16.74 hr	R27-1	10/17/2011
67. Bethurum, Robert	Custodian I	$16.33 hr	R26-1	09/30/2011
68. Coronado, Amy	Student Supvr	$10.00 hr		09/15/2011
69. Crummett, Jacquelyn	Student Supvr	$10.00 hr		10/24/2011
70. Cuevas, Cathy	Student Supvr	$10.00 hr		10/07/2011
71. Curtis, Meredith	Student Supvr	$10.00 hr		10/17/2011
72. Dabee, Wedaad	Student Supvr	$10.00 hr		09/27/2011
73. Fleiss, Theresa	Student Supvr	$10.00 hr		09/20/2011
74. Florentino, Osvaldo	Custodian I	$16.33 hr	R26-1	10/13/2011
75. Gamez, Jorge	Custodian I	$16.33 hr	R26-1	10/20/2011
76. Garcia, Guadalupe	Student Supvr	$10.00 hr		09/07/2011
77. Glunk-Mathews, S.	Student Supvr	$10.00 hr		09/30/2011
78. Goldberg, Elba	Student Supvr	$10.00 hr		11/04/2011
79. Gonzalez, Manuel	Custodian I	$16.33 hr	R26-1	10/17/2011
80. Gray, Kelly	Student Supvr	$10.00 hr		09/07/2011
81. Griffin, Virgil	Custodian I	$16.33 hr	R26-1	10/20/2011
82. Gulley, Danny	Custodian I	$16.33 hr	R26-1	10/20/2011
83. Hernandez, Angelina	Custodian I	$16.33 hr	R26-1	09/22/2011
84. Koehler, Sarah	Student Supvr	$10.00 hr		11/04/2011
85. LaBella, Karen	MS Campus Supvr	$15.16 hr	R23-1	09/20/2011
	HS Campus Supvr	$15.93 hr	R25-1	
86. Lazenby, Cheryl	Clerk	$15.16 hr	R23-1	11/14/2011
87. MacDonald, Kevin	Student Supvr	$10.00 hr		09/16/2011
88. Martz, Starline	IF-Sp Ed	$14.79 hr	R22-1	09/19/2011
	Inst Asst-Sp Ed	$14.08 hr	R20-1	
89. McAuliffe, Carol	IBI Asst/Tutor	$15.54 hr	R24-1	09/26/2011
90. McCarthy, Christee	Inst Asst	$13.74 hr	R19-1	09/07/2011
91. Morain, Debra	MS Campus Supvr	$15.16 hr	R23-1	09/29/2011
92. Napier, April	Student Supvr	$10.00 hr		09/22/2011
93. Novobilski, Patricia	Opportunity Asst	$15.54 hr		10/24/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

APPROVE EMPLOYMENT (Cont.)

Name	Position-Substitute	Salary	Range Step	Effective Date
94. Packman, Margaret	MS Campus Supvr	$15.16 hr	R23-1	09/29/2011
	HS Campus Supvr	$15.93 hr	R25-1	
95. Parenteau, Melina	MS Campus Supvr	$15.16 hr	R23-1	10/14/2011
	HS Campus Supvr	$15.93 hr	R25-1	
96. Pascual, Tracy	Student Supvr	$10.00 hr		10/20/2011
97. Pulaski, Maria	Student Supvr	$10.00 hr		09/27/2011
98. Rayner, Mehrzad	Student Supvr	$10.00 hr		09/22/2011
99. Robbins, Delia	Student Supvr	$10.00 hr		09/22/2011
100. Rodriguez, Magdalena	Intermediate Office Asst	$15.93 hr	R25-1	09/29/2011
101. Roman, David	MS Campus Supvr	$15.16 hr	R23-1	10/14/2011
	HS Campus Supvr	$15.93 hr	R25-1	
102. Samaniego, Catherine	Student Supvr	$10.00 hr		10/11/2011
103. Schooler, Michael	IBI Asst/Tutor	$15.54 hr	R24-1	09/26/2011
104. Sebek, Kathy	Student Supvr	$10.00 hr		10/17/2011
105. Thompson, Laura	IF-Sp Ed	$14.79 hr	R22-1	10/11/2011
	Inst Asst-Sp Ed	$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	$13.74 hr	R19-1	
106. Urman, Jennifer	IF-Sp Ed	$14.79 hr	R22-1	09/27/2011
	Inst Asst-Sp Ed	$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	$13.74 hr	R19-1	
107. Van Patten, Christina	Student Supvr	$10.00 hr		10/11/2011
108. Whitmarsh, Tammy	Student Supvr	$10.00 hr		10/17/2011

Name	Position-Short Term	Salary	Effective Date
109. Blackburn, Jenne	ASB Worker	$10.00 hr	08/29/2011-11/02/2011
110. Buckley, Ryan	ASB Worker	$10.00 hr	08/11/2011-11/04/2011
111. Cisneros, Isaac	ASB Worker	$10.00 hr	09/01/2011-06/30/2012
112. Curtis, Bradley	ASB Worker	$10.00 hr	08/22/2011-11/11/2011
113. Flanders, Torie	ASB Worker	$10.00 hr	08/01/2011-06/20/2012
114. Gregory, Payl	ASB Worker	$10.00 hr	09/15/2011-06/30/2012
115. Henson, Trent	ASB Worker	$10.00 hr	08/22/2011-11/11/2011
116. Kalaycioglu, Burcu	Student Supvr	$10.00 hr	10/11/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

APPROVE EMPLOYMENT (Cont.)

Name	Position-Short Term	Salary	Effective Date
117. Keefer, Bryce	ASB Worker	$10.00 hr	09/01/2011-11/12/2011
118. Klaeb, Melissa	ASB Worker	$10.00 hr	11/21/2011-02/10/2012
119. Major, Alton	ASB Worker	$10.00 hr	07/17/2011-09/03/2011
120. McPherson, Michael	ASB Worker	$10.00 hr	09/08/2011-11/11/2011
121. Moorhouse, Danny	ASB Worker	$10.00 hr	08/29/2011-11/11/2011
122. Nealy, Billy	ASB Worker	$10.00 hr	08/29/2011-11/11/2011
123. Page, Craig	ASB Worker	$10.00 hr	08/22/2011-11/11/2011
124. Pate, Nicole	Student Supvr	$10.00 hr	09/22/2011
125. Penner, Susan	AVID Tutor	$10.00 hr	09/07/2011-06/30/2012
126. Perez, Jose	Student Worker	$8.00 hr	09/19/2011-06/30/2012
127. Pfeuffer, Bruce	ASB Worker	$10.00 hr	08/22/2011-11/11/2011
128. Reed, Sam	ASB Worker	$10.00 hr	08/29/2011-11/11/2011
129. Salgado, Alyssa	ASB Worker	$10.00 hr	08/29/2011-11/04/2011
130. Sanchez-Orozco, Horacio	Student Worker	$8.00 hr	09/19/2011-06/30/2012
131. Simonton, Debra	ASB Worker	$10.00 hr	08/16/2011-11/04/2011
132. Smith, Eric	ASB Worker	$10.00 hr	08/22/2011-11/11/2011
133. Stevenson, Mariah	ASB Worker	$10.00 hr	09/16/2011-06/20/2012
134. Tangherlini, Vincent	ASB Worker	$10.00 hr	08/01/2011-06/20/2012
135. Zahran, Noran	Sch Bus Driver Trainee	$8.00 hr	09/12/2011-09/15/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

APPROVE EMPLOYMENT (Cont.)

Name	Position-Co-Curricular	Location	Salary	Effective Date
136. Moorehouse, Danny	Volleyball Girls Varsity, Asst	DHHS	$2,609.00	08/29/2011-11/11/2012
137. Pacek, Kristina	Water Polo Boys Varsity, Asst	SJHHS	$2,609.00	08/29/2011-11/12/2011
138. Stevenson, Mariah	Volleyball Girls Varsity, Asst	DHHS	$2,609.00	08/29/2011-11/11/2011

APPROVE PROMOTION

Name	Former Classification	Promotion	Range Step	Effective Date
139. Avan, Katy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-1	09/07/2011
140. Catanghal, Rene	Custodian I (12mo/40hpw)	Custodian III (Temp/40hpw)	R30-15	09/15/2011-01/01/2012
141. Hafemann, Linda	Inst Asst-Presch (9.5mo/15hpw)	Presch Teacher (9.5mo/30hpw)	R31-1	10/24/2011
142. Kardos, Dawn	Lead FS Worker I (9.5mo/40hpw)	Lead FS Worker II (9.5mo/35hpw)	R31-20	10/03/2011
143. Ortega Jr., Francisco	Custodian III (12mo/40hpw)	Custodian IV (12mo/40hpw)	R32-10	10/10/2011
144. Spencer, Mary Ann	FS Elem Cashier (9.5mo/15hpw)	Lead FS Worker II (9.5mo/15hpw)	R31-1	09/26/2011

APPROVE REASSIGNMENT

Name	Former Classification	Reassignment	Range Step	Effective Date
145. Berger, Mary	Inst Asst (9.5mo/10hpw)	Caregiver (9.5mo/17.5hpw)	R19-1	10/03/2011
146. Materra, Ralph	MS Campus Supvr (9.5mo/15hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-1	09/07/2011
147. Nekooei, Martha	Bilngl Inst Asst-Comm Ed (9.5mo/10hpw)	Bilngl Inst Asst (9.5mo/17.5hpw)	R21-6	10/24/2011
148. Rodriguez, Nascina	Bilngl Inst Asst-Presch (9.5mo/10hpw)	Bilngl Inst Asst (9.5mo/17.5hpw)	R21-3	10/31/2011
149. Wisniewski, Margaret	IF-Sp Ed (9.5mo/17.5hpw)	IF-Autism (9.5mo/30hpw)	R22-2	10/10/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

APPROVE ASSIGNMENT ADJUSTMENT

Name	Former Classification	Assignment Adjustment	Range Step	Effective Date
150. Fallowfield, Cassandra	Inst Asst-Presch (9.5mo/12hpw)	Inst Asst-Presch (9.5mo/17.5hpw)	R20-4	09/07/2011
151. Haddy, Kathy	IF-Sp Ed (9mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-20	09/07/2011
152. Loven, Darlene	Inst Asst-Presch (9.5mo/12hpw)	Inst Asst-Presch (9.5mo/17.5hpw)	R20-5	09/07/2011
153. Nichols, Marlene	Inst Asst-Presch (9.5mo/10hpw)	Inst Asst-Presch (9.5mo/10.5hpw)	R20-1	10/10/2011

APPROVE REDUCTION IN HOURS IN LIEU OF LAYOFF

Name	Former Classification	Current Classification	Range Step	Effective Date
154. Bandaruk, Rita	Inst Asst-Presch (9.5mo/15hpw)	Inst Asst-Presch (9.5mo/10.5hpw)	R20-1	09/07/2011
155. Hunstein, Ellen	Presch Teacher (9.5mo/30hpw)	Inst Asst-Presch (9.5mo/17.5hpw)	R20-6	09/07/2011

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

Name	Additional Assignment	Range Step	Effective Date
156. Harris, Heidi	Delegated Behind the Wheel Trainer NTE 40hpw(Train Sch Bus Drivers as needed)	R30-20	09/01/2011-06/21/2012
157. LeVrier, William	Delegated Behind the Wheel Trainer NTE 40hpw(Train Sch Bus Drivers as needed)	R30-10	09/01/2011-06/21/2012
158. Robleto, Sergio	AVID Tutor NTE 4hpw(Tutor EL Students in ACTIVATE)	$10.00 hr	10/04/2011-05/04/2012

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT PAY AT REGULAR RATE OF PAY

Name	Additional Assignment	Effective Date
159. Angotti, Irene	Inst Asst-EIA NTE 5hrs(Attend Capistrano Autism Training classes)	10/24/2011-10/27/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

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

Name	Additional Assignment	Effective Date
160. Argent, Heidi	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
161. Ayon, Shari	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
162. Beas, Estela	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
	NTE 8hrs(Attend monthly staff meetings)	09/27/2011-
		06/30/2012
163. Becerra, Cecilia	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
164. Becerra, Patricia	Blngl Elem Sch Clerk	08/30/2011-
	NTE 30hrs(Assist registration and parents for ASES program)	11/30/2011
165. Bell, Steve	HS Campus Supvr	09/01/2011-
	NTE 1hr(Attend campus supervisors meeting)	09/30/2011
166. Bernal, Priscilla	IF-Sp Ed	09/07/2011-
	NTE 25hrs(Translate during IFSP or home based instruction)	06/21/2011
167. Bogard, Martha	Blngl Inst Asst	09/07/2011-
	NTE 2hpw(Provide additional EL student support)	06/20/2012
168. Bougrab, Maria	Inst Asst-ELD	08/15/2011-
	NTE 35hrs(Translate during registration and assessment)	08/31/2011
169. Brierley, Magdalena	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
170. Casarrubias-Quinn, Olivia	Presch Teacher	09/27/2011-
	NTE 2hrs(Attend Back to School Night)	10/30/2011
171. Centeno, Celina	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

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

Name	Additional Assignment	Effective Date
172. Cervantes, Martha	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
173. Chung, Cecilia	Blngl Inst Asst	09/12/2011-
	NTE 6hrs(Assist new students)	10/03/2011
	NTE 2hrs(Provide translation during a GRIP meeting)	10/20/2011
174. Clarke, Stephanie	HS Campus Supvr	09/01/2011-
	NTE 1hr(Attend campus supervisors meeting)	09/30/2011
175. Cole, Patricia	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
176. Copeland, Melonie	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
177. Corner, Stacie	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
178. Crowe, Carmen	Blngl Comm Svcs Liaison	10/04/2011
	NTE 1hr(Assist parents at BTSN)	
179. Diaz, Gloria	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
180. Diaz, Martha	Blngl Inst Asst	09/29/2011-
	NTE 5hrs(Prepare materials for intervention groups)	06/21/2012
181. Duarte, Diane	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
182. Escribano-Newlove, Carmen	Blngl Comm Svcs Liaison	09/07/2011-
	NTE 30hrs(Additional hours as needed)	06/30/2012
183. Flask, Lori	HS Campus Supvr	09/01/2011-
	NTE 1hr(Attend campus supervisors meeting)	09/30/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

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

Name	Additional Assignment	Effective Date
184. Flotho, Lisa	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
185. Foulds, Lori	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
186. Gaffney, Lanett	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
187. Getty, Jacquelyn	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
188. Glesener, Patricia	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
189. Gonzalez, Berenice	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
190. Grant, Mary	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
191. Grulkowski, Susan	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
	NTE 8hrs(Attend monthly staff meetings)	09/27/2011-
		06/30/2012
192. Hamidi, Aurora	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

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

Name	Additional Assignment	Effective Date
193. Hamidi, Zoila	Presch Teacher	08/31/2011-
	NTE 8hrs(Attend IEP meetings)	09/16/2011
	NTE 4hrs(Attend monthly staff meetings)	09/27/2011-
		06/30/2012
194. Hayes, Natalie	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 8hrs(Attend IEP meetings)	08/31/2011-
		09/16/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
195. Ibara, Amy	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
196. Jakovich, Jennifer	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
197. Jurdi, Ghada	Presch Teacher	08/01/2011-
	NTE 30hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
198. Katz-Sinico, Dorcas	Presch Teacher	09/27/2011-
	NTE 2hrs(Attend Back to School Night)	10/30/2011
199. Kebler, Quincy	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
200. Kleinman, Deborah	IF-Sp Ed	10/24/2011-
	NTE 5hrs(Attend Capistrano Autism Training classes)	10/27/2011
201. La Plante, Tori	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
202. Lee, Nancy	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
	NTE 8hrs(Attend monthly staff meetings)	09/27/2011-
		06/30/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

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

Name	Additional Assignment	Effective Date
203. Leslie, Becky	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
204. Long, Keith	HS Campus Supvr	09/01/2011-
	NTE 1hr(Attend campus supervisors meeting)	09/30/2011
205. Lopez, Laura	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
206. Mar, Araceli	Blngl Clerk	08/01/2011-
	NTE 60hrs(Perform duties during intervention program)	08/31/2011
207. Martin, Gail	Health Asst	08/30/2011-
	NTE 10hrs(Verify Tdap records and input data)	09/01/2011
208. Massey, Tarah	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 8hrs(Attend monthly staff meetings)	09/27/2011-
		10/06/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
209. Medina, Maria	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
210. Meyer, Jacqueline	IF-Sp Ed	10/24/2011-
	NTE 5hrs(Attend Capistrano Autism Training classes)	10/27/2011
211. Miller, Patricia	Inst Asst-Presch	08/29/2011-
	NTE 3.5hrs(Classroom cleanup)	09/06/2011
212. Milligan, Debbie	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
213. Minaya, Brenda	Inst Asst-Computer Lab	09/07/2011-
	NTE 8hrs(Facilitate additional access to computer lab)	06/22/2012
214. Miranda, Maria	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
215. Morrow, Susi	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

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

Name	Additional Assignment	Effective Date
216. Muniz, Maria	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
217. Nieblas, Theresa	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
	NTE 8hrs(Attend monthly staff meetings)	09/27/2011-
		06/30/2012
218. Noorzad, Mansoureh	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
219. Orozco, Martha	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
220. Pino-Miranda, Maria	Presch Teacher	09/27/2011-
	NTE 2hrs(Attend Back to School Night)	10/30/2011
221. Poudrier, Cindy	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
222. Preuitt, Aymara	Blngl Comm Svcs Liaison	09/07/2011
	NTE 3.5hrs(Work additional hours due to threat at SCHS)	
223. Quinn, Olivia	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
224. Rios, Amada	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
225. Scinico, Dorcas	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
226. Serrano, Carmen	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

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

Name	Additional Assignment	Effective Date
227. Sherwood, Gini	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
228. Stilwell, Leslie	Lead FS Worker II	08/09/2011
	NTE 4hrs(Participate in CSEA negotiations)	
229. Valles, Susan	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
230. Vanderpool, Wendee	Health Asst	09/07/2011-
	NTE 2hpw(Additional hours)	09/21/2011
231. Vargas, Estrella	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
232. Vazquez, Obdulia	Blngl Comm Svcs Liaison	09/06/2011-
	NTE 25hrs(Perform duties after normal work hours)	06/22/2012
233. Walsh, Rhonda	HS Campus Supvr	09/01/2011-
	NTE 1hr(Attend campus supervisors meeting)	09/30/2011
234. White, Julia	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
235. White, Laurie	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
236. Ybarra, Gigi	Presch Teacher	08/01/2011-
	NTE 6hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011
237. Yerena, Maricela	Presch Teacher	08/01/2011-
	NTE 12hrs(Set up preschool classroom)	09/07/2011
	NTE 2hrs(Attend Back to School Night)	09/27/2011-
		10/30/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE

Name	Current Assignment	Classification Sub As Needed	Range Step	Effective Date
238. Clark, Sandra	IF-Sp Ed (9.5mo/32.5hpw)	MS Campus Supvr	R23-15	09/07/2011-06/20/2012
239. Dishno, Karen	MS Campus Supvr (9.5mo/17.5hpw)	Opportunity Asst	R24-4	09/07/2011-06/21/2012
240. Fiorentino, Debbie	IF-Sp Ed (9.5mo/35hpw)	HS Campus Supvr	R25-10	09/07/2011-06/22/2012
241. Forino, Paula	Health Asst (9.5mo/17.5hpw)	MS Campus Supvr	R23-5	09/07/2011-06/21/2012
242. Garrett, Ann	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Presch	R20-6	09/07/2011-06/21/2012
243. Haferl, Stacey	IF-Sp Ed (9.5mo/17.5hpw)	Caregiver	R19-1	10/04/2011-06/21/2011
244. Isch-Hewell, Victoria	Sch Bus Driver (9.5mo/per bid)	Transportation Dispatcher	R32-4	09/01/2011-06/21/2012
245. Johnson, Melissa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	09/07/2011-06/21/2012
246. Keeler, Joellen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Presch	R20-1	09/07/2011-06/21/2012
247. Langford, Diana	MS Campus Supvr (9.5mo/17.5hpw)	Opportunity Asst	R24-3	09/07/2011-06/21/2012
248. Novenario-Sison, Leda	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-1	09/07/2011-06/21/2012
249. Sheehan, Donna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	MS Campus Supvr	R23-1	09/07/2011-06/20/2012
250. Simonelli, Rorie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	09/07/2011-06/21/2012
251. Soderin, Dennis	Sch Bus Driver (9.5mo/per bid)	Transportation Dispatcher	R32-4	09/01/2011-06/21/2012
252. Spurlock, Melody	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IBI Asst/Tutor	R24-1	10/17/2011-06/21/2011
253. Sullivan, Elizabeth	MS Campus Supvr (9.5mo/17.5hpw)	IF-Sp Ed Opportunity Asst	R22-5 R24-1	09/07/2011-06/21/2012
254. Talafus, Susan	Health Asst (9.5mo/17.5hpw)	Inst Asst-Sp Ed IF-Sp Ed MS Campus Supvr Opportunity Asst	R20-1 R22-1 R23-1 R24-1	09/07/2011-06/21/2012
255. Vermillion, Diana	MS Campus Supvr (9.5mo/17.5hpw)	Opportunity Asst	R24-6	09/07/2011-06/21/2012
256. Wiles, Kim	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-2	10/24/2011-10/27/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 14, 2011
Classified Employees

APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)

Name	Current Assignment	Classification Sub As Needed	Range Step	Effective Date
257. Willment, Marisa	Health Asst (9.5mo/17.5hpw)	Elem Sch Office Mgr	R33-5	08/11/2011-06/29/2012
258. Wisniewski, Margaret	IF-Autism (9.5mo/30hpw)	HS Campus Supvr	R25-2	09/07/2011-06/20/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

ACCEPT RESIGNATIONS/TERMINATIONS

NAME		POSITION	REASON	DATE OF EMPLOYMENT	DATE OF SEPARATION
1.	Berger, Michelle	Substitute Teacher	Permit Expired	01/15/2010	10/20/2011
2.	Camarena, Dayna	Substitute Teacher	Did not voice into CASS	08/11/2011	10/24/2011
3.	Di Poalo, Anthony	Teacher	Personal	09/01/2011	09/15/2011
4.	Faulkner, Aaron	Substitute Teacher	Other Employment	05/04/2010	10/03/2011
5.	Girard, Catherine	Adult Ed Teacher	Assignment Ended	11/01/1995	10/26/2011
6.	Massey, Tarah	Preschool Teacher	Other Employment	11/01/2000	10/06/2011
7.	Simpson, Jenny	Substitute Teacher	Other Employment	01/13/2011	09/23/2011
8.	Varney, Rosemary	Substitute Teacher	Other Employment	09/23/2008	10/11/2011

APPROVE EMPLOYMENT

NAME		1st YEAR TEMPORARY	ANNUAL SALARY	COLUMN/ STEP	EFFECTIVE DATE
9.	Gerson, Victoria	Teacher	$48,312	A-1	11/16/2011
10.	Hansler, Tara	Teacher-Sp Ed	$48,312	A-1	09/28/2011
11.	Lachemann, Dina	Teacher-Sp Ed	$68,417	D-6	09/16/2011
12.	Pagano, Lynetta	Teacher-Sp Ed-60%	$73,290	D-8	10/03/2011
13.	Selecman, Lana	Speech Pathologist-60%	$80,751	SP-5	10/03/2011
14.	Yamamoto, Kera	Teacher-Sp Ed-80%	$48,312	A-1	10/24/2011

APPROVE SUBSTITUTE PSYCHOLOGIST

Pay @ $175.00 per day

15. De Pass, Lindsay

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE SUBSTITUTE TEACHERS
Pay @ $90.00 per day

16. Abney, Kelly
17. Aitken, Jessica
18. Alanes, Joseph
19. Aldrich, Sharon
20. Alston, Katelyn
21. Andriany, Michael
22. Barajas, Maritsa
23. Barber, Laurie
24. Barcellano, Jessica
25. Beld, Jessica
26. Bell, Brittany
27. Bernardino, Amanda
28. Billy, Christopher
29. Bixler, Bryan
30. Blakeley, Susan
31. Bohn, Jennifer
32. Boice, Skyler
33. Bortz, Suzanna
34. Bover, Vanessa
35. Bravo, Susana
36. Brown, Jessica
37. Buzan, John
38. Calabretta-Dawson, Mara
39. Camacho, Francisco
40. Carias, Evelyn
41. Carroll, Janelle
42. Casey, Michael
43. Coleman, Patrice
44. Cooper, Loretta
45. Corbett, Nicole
46. Dakak, Sumer
47. Dalati, Obada
48. Daly, Pamela
49. Davis, Nicole
50. Divel, Kristen
51. Downhower, Susan
52. Driscoll, Colleen
53. Durham, Leslie
54. Eddy, Trisha
55. Entwistle, Conley
56. Erickson, Kathleen
57. Eustis, Madeline
58. Farro, Gina
59. Faxon, Veronica
60. Feeney Jr., Jack
61. Fitzgerald, Richard
62. Fleischman, Breanna
63. Fong, Heather
64. Franco, Annette
65. Fults, Bob
66. Gacek, April
67. Gansel, Adam
68. Ghaffari, Ardeshir
69. Gierstorfer, Leonora
70. Godoy, Rogelio
71. Gonzales, Christine
72. Gonzalez, Gary
73. Gonzalez, Leticia
74. Gordon, Hanna
75. Graham, Nikole
76. Graham, Timothy
77. Green, Keith
78. Guadagni, Danielle
79. Gutierrez, Maria
80. Guy, Kamden
81. Haas, Amanda
82. Harp, Elise
83. Harrison, Monique
84. Hastings, David
85. Hauxhurst, Jennifer
86. Hayden, Kimberly
87. Healy, Jan
88. Height, Diane
89. Henderson, Carrie
90. Hertogh, Janet
91. Heurlin, John
92. Hill, Katherine
93. Hill, Lindsay
94. Hirano, Fujiyo
95. Hogan-Miertschin, Lauren
96. Horwitz, Karen
97. Howard, Christopher

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE SUBSTITUTE TEACHERS (Cont.)
Pay @ $90.00 per day

98. Hudson, Amy
99. Hwang-Dolak, Rachel
100. Ignacio, Jesica
101. Irby, Anna
102. Jacobs, Talia
103. Jeffries Bangert, Teri
104. Jessup, Kathleen
105. Johnson, Andrew
106. Johnson, Heather
107. Johnson, Kevin
108. Jolly, Leah
109. Jones, Donice
110. Karpel, Rachel
111. Keefe, Kelly
112. Kibler, Deborah
113. Kinkopf, Christine
114. Kirby, Melissa
115. Kline, Kristin
116. Koenig, Jeffrey
117. Koerner, Janene
118. Kozick, Margaret
119. Kulik, Gina
120. Lazarus, Barry
121. Lee, Heidi
122. Lee, Jina
123. Lee, Rodney
124. Lesueur, Daniel
125. Liuzzi, Karen
126. Loyco, Emily
127. Lundy, Tammy
128. Mahayni, Majwa
129. Marcelli, Marybell
130. Marroquin, Jani
131. Marshall, Robin
132. Martin, Carol
133. Martin, Juan
134. Maynez, Victoria
135. Mazzola, Kristen
136. McClelland, Nicole
137. McGee, Marcia
138. McMasters, David
139. McNeal, Michelle
140. Mejia, Cynthia
141. Melville, James
142. Miyake, Darin
143. Moe, Michelle
144. Moller, Laurie
145. Moothart, Lindsey
146. Mosley, Susan
147. Mostero, Jennifer
148. Munoz, Mayra
149. Murphey, Sarah
150. Neff, Miriam
151. Nelson, Cynthia
152. Nguyen, Diane
153. Noyes, Carrie
154. Nyhan, John
155. O'Malley, Patrick
156. O'Reilly, Melissa
157. Oakson, Leanne
158. Ouellet, Sara
159. Petri, Kristen
160. Pham, Ngan
161. Pham, Shannon
162. Phelps, Rachel
163. Pokroy, Melanie
164. Porter, Freda
165. Poteet, Sara
166. Pratt, Kimberly
167. Prestia, Amanda
168. Prizio, Amanda
169. Pufahl, Wendi
170. Puffer, Jon
171. Quinn, Amberleigh
172. Ramsey, Janet
173. Robinson, Melissa
174. Rottier, Amy
175. Ryan, Jeremy
176. Ryan, Shannon
177. Sarno, Arthur

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE SUBSTITUTE TEACHERS (Cont.)

Pay @ $90.00 per day

178. Schafer, Nadia
179. Schiefer, John
180. Schutz, Elizabeth
181. Sedlak, Robert
182. Sender, Andrea
183. Seufert, Debra
184. Slumskie, Jennifer
185. Smith, Jennifer
186. Snodgrass, Shay
187. Spiteri, Caty
188. Stark, Jan
189. Suggs, Michelle
190. Tatro, Shani
191. Teiman, Michael
192. Terry, Mark
193. Teshima, Jennifer
194. Thai, Ann
195. Thompson, Laura
196. Tiab, Jeelan
197. Tinnell, Kellie
198. Toohey, Carolyn
199. Toohey, Michelle
200. Tuominen, Roy
201. Ullrich, Paul
202. Urbas, Lori
203. Vanderboss, Rachel
204. Vath, Channon
205. Vig, Rajni
206. Villafranca-Ruiz, Estrella
207. Walden, Ashley
208. Walker, Mark
209. Wall, Anita
210. Watkins, Sandra
211. Watson, Cheryl
212. Webb, Lasheena
213. Webster, Anne
214. Wheeler, Bonnie
215. Wilkerson, Travis
216. Wilson, Nyquita
217. Woodbury, Barclay
218. Wright, Gary
219. Yi, Brian
220. Young, Ronnie
221. Zoeller, Lisa

APPROVE 6/5^{ths} ASSIGNMENT 1st SEMESTER

222. Addison, Chad**
223. Ahlberg, Mark**
224. Ahmer, Matt**
225. Airey, Thomas**
226. Albelo, Rafael**
227. Anderson, Carol**
228. Andrews, Phillip**
229. Avera, Stephanie**
230. Bailey, Lori**
231. Barnaby, Michele**
232. Barragan, Ezequiel**
233. Beckler, Ann**
234. Benson, Eric**
235. Binley, Judd**
236. Bleidistel, Deanna**
237. Boland, Mary**
238. Bornfeld, Dan**
239. Bucher, Ernst**
240. Burdyshaw, Debra**
241. Cahill, Stephen**
242. Carlisle, Bruce**
243. Carr, Mary**
244. Caruso, Heather**
245. Castle, John**
246. Chapman, Mike**
247. Chavez-Rock, Barbara**
248. Coppes, Paul**
249. Croix, Nora**
250. Dang-Wright, Dolores**
251. Davidson, Nancy**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE 6/5ths ASSIGNMENT 1st SEMESTER (Cont.)

252. DeLange, Lynn**
253. Delprato, Kelly**
254. Dutton, Caroline**
255. Evanston, Bill**
256. Famalette, Dwynn**
257. Ferdinand, Justin**
258. Forster, Glenn**
259. Fossum, Nolan**
260. Foster, Lindsey**
261. Fragassi, Joseph**
262. Frommholz, Eric**
263. Gant, Tina**
264. Garcia, Jeri**
265. Garrett, Steve**
266. Garrity, Timothy**
267. Gerhard, Dru**
268. Gibson, Christine**
269. Grassman, Dan**
270. Greger, Frank**
271. Groothuis, Mark**
272. Hackstadt, P.**
273. Haehn, Marilyn**
274. Hanson, Craig**
275. Henson, Tom**
276. Herbold, Keith**
277. Hoffman, William**
278. Hornacek, Melissa**
279. Howit, Greg**
280. Hwang, Polly**
281. Jansen, Bob**
282. Jean, Amanda**
283. Jeung, Albert**
284. Johnson, Dave**
285. Kaneshiro, Reid**
286. Kau III, Joseph**
287. Kearsley, John**
288. Khalil, Amal**
289. LaMotte, Migel**
290. Lawbaugh, Cynthia**
291. Lee, Christina**
292. Lewis, Thad**
293. Liedlich, Bonnie**
294. Lovett, Tessa**
295. Lynch, Kim**
296. Mairs, Robin**
297. Maltby, Shannon**
298. Marzolo, Gary**
299. Mashburn, Andrew**
300. McCoy, Matt**
301. McElfish, Wendy**
302. McGowan, Michelle**
303. Melendrez, Margo**
304. Middlebrook, Mike**
305. Middlebrook, Stacy**
306. Miller, Teresa**
307. Minier, Michael**
308. Moen, Melissa**
309. Morgan, Bob**
310. Morgan, John**
311. Murphy, Kelli**
312. Murphy, Orla, **
313. Nahl, Robert**
314. Nicol, Katherine**
315. O'Brien, Doug**
316. Olinger, Cathy**
317. Olson, Stacey**
318. Panici, Raymond**
319. Patterson, Susan**
320. Peternell, Morgan**
321. Petrucco, Deanna**
322. Phelps, Susan**
323. Prinz, Jeff**
324. Reina, Renato**
325. Rivadeneyra, Mark**
326. Roche, Susan**
327. Rodriguez, George**
328. Royal, Susan**
329. Sanchez, Lorena**
330. Schniepp, Jeff**
331. Schooler, Mike**
332. Schultz, Brian**
333. Schwartzberg, Jake**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE 6/5ths ASSIGNMENT 1st SEMESTER (Cont.)

334. Scott, Ryan**
335. Shults-Amon, Leesa**
336. Silberman, Erik**
337. Skidmore, Michelle**
338. Skinner, Phillip**
339. Sottile, Wendy**
340. Stark, Cynthia**
341. Steidle, Gwynne**
342. Stirtz, Phil**
343. Sullivan, Michael**
344. Sweeney, Alba**
345. Threadgill, Ethan**
346. Tinker, James**
347. Todd, Mary**
348. Tribe, Joshue**
349. Trumble, Donavon**
350. Vigus, Dave**
351. Vollebregt, Krischel**
352. Wade, Doug**
353. Waldukat, Andreas**
354. Wallace, Tiffany**
355. Ward, Robbin**
356. Webster, Donna**
357. Weitzel, Renee**
358. Wenk, James**
359. Westling, Kurt**
360. Williamson, Nancy**
361. Wingen, Tamarah**
362. Zinsli, Sheryl**

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

APPROVE 6/5ths ASSIGNMENT FULL YEAR

363. Garrett, Steve**
364. Georgia, David*
365. Greenfield, Sherry**
366. Hansler, Tara*
367. Harris, Robert*
368. Martin, Wallace*
369. McGraw, Elizabeth**
370. Stone, Lou*

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

APPROVE ASSIGNMENT ADJUSTMENTS

NAME	PREVIOUS ASSIGNMENT	NEW ASSIGNMENT	EFFECTIVE DATE
371. Akbarzadeh, Heather	Teacher-100%	Teacher-80%	09/07/2011
372. Alberts, Shannon	Teacher-100%	Teacher-60%	09/07/2011
373. Arsala, Mariam	Teacher-80%	Teacher-100%	09/07/2011
374. Backman, Lhonda	Teacher-80%	Teacher-100%	09/07/2011
375. Biggs, Paul	Teacher	STAP I	10/01/2011
376. Brick, Jill	Partnership-50%	ETAP I-100%	09/07/2011
377. Buckman, Jennifer	Teacher-50%	Teacher-80%	10/17/2011
378. Campbell, Bryan	STAP I	Teacher	09/07/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)

	NAME	PREVIOUS ASSIGNMENT	NEW ASSIGNMENT	EFFECTIVE DATE
379.	Carlini-Castiglia, Marcella	Teacher	ETAP I	09/07/2011
380.	Carlisle, Amanda	Teacher-100%	Teacher-60%	09/07/2011
381.	Curtis, Christy	STAP II	STAP I	09/07/2011
382.	Daniel, Sonia	Teacher	STAP I	09/07/2011
383.	Daniel, Sonia	STAP I	Teacher	10/12/2011
384.	Dollar, Erin	Teacher	STAP I	09/07/2011
385.	Fernandez, Irma	ETAP I	Teacher	09/07/2011
386.	Fiorenza, Lucy	Teacher	ETAP I	09/07/2011
387.	Foote, Carol	Teacher	ETAP I	09/07/2011
388.	Gerhard, Kendra	ETAP I	Teacher	09/07/2011
389.	Gilpin, Gail	Teacher	ETAP I	09/07/2011
390.	Globus, Cindy	Teacher	ETAP I	09/07/2011
391.	Gray, Carrie	Teacher	ETAP I	09/07/2011
392.	Groves, Kelli	ETAP I	Teacher	09/07/2011
393.	Hatcher, Michael	Teacher	STAP I	11/01/2011
394.	Herring, Jennifer	Teacher-100%	Teacher-80%	09/07/2011
395.	Hudson, Kara	Teacher	ETAP I	09/07/2011
396.	Humphrey, Laura	Partnership-60%	Teacher-100%	09/07/2011
397.	Imsland, Tracey	Psychologist	ETAP I-Psychologist	09/07/2011
396.	Keith, Brooks	ETAP I	Teacher	09/07/2011
397.	Kluck, Jane	Teacher	STAP I	09/07/2011
398.	Kolenic, Nicole	ETAP I	Teacher	09/07/2011
399.	Koopman, Nicole	Teacher-60%	Teacher-40%	09/07/2011
400.	Ledri, Claudia	Teacher	ETAP I	09/07/2011
401.	Lewis, Elizabeth	Teacher	STAP I	09/07/2011
402.	Livingston, Lisa	Teacher-100%	Teacher-60%	09/07/2011
403.	MacAlistaire-Frey, Rachiel	Teacher-80%	Teacher-100%	09/07/2011
404.	Martin, Mary	Teacher	ETAP I	09/07/2011
405.	Middlekauff, Marianne	Teacher	ETAP I	09/07/2011
406.	Nasiri, Rosa	Teacher-80%	Teacher-100%	09/07/2011
407.	Ng, Caiyin	Teacher-80%	Teacher-100%	09/07/2011
408.	Nielson, Susan	ETAP I	Teacher	09/07/2011
409.	Norgren, Kristy	ETAP I	Teacher	09/07/2011
410.	Nusenow, Kristina	ETAP I	Teacher	09/07/2011
411.	O'Donovan, Pam	Teacher-80%	Teacher-60%	09/07/2011
412.	Oliver-McClellan, Rebecca	Teacher-100%	Teacher-80%	09/07/2011
413.	Perry, Johnnie	Teacher	ETAP I	09/07/2011
414.	Russell, Sheryl	Teacher-60%	ETAP I-60%	09/07/2011
415.	Schroeder, Joanne	Teacher-60%	Teacher-80%	09/07/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)

NAME	PREVIOUS ASSIGNMENT	NEW ASSIGNMENT	EFFECTIVE DATE
416. Shults-Amon, Leesa	Teacher	STAP I	09/07/2011
417. Smith, Laura	Teacher	ETAP I	09/07/2011
418. Soucy, Deborah	Counselor-STAP II	Counselor-STAP I	09/07/2011
419. Sullivan, Jennifer	ETAP I	Teacher-100%	09/07/2011
420. Tatala, Jennifer	Teacher-100%	Teacher-60%	09/07/2011
421. Tisdale, Angela	Teacher-LOA	Teacher-60%	09/07/2011
422. Votava, Christine	Teacher-100%	Teacher-60%	09/07/2011
423. Wilcos, Lisa	Teacher – 80%	Teacher – 100%	10/03/2011
424. Winkelman, Margaret	Teacher	ETAP I	09/07/2011
425. Yaple, Deborah	Teacher-LOA	Teacher-100%	09/07/2011
426. Young, Jessica	Teacher-LOA	Teacher-80%	09/07/2011

APPROVE ADDITIONAL ASSIGNMENTS

427. ST Math Training for all Teachers at Concordia – Concordia Elem
Not to exceed 1 hour non-instructional pay @ $30.00 per hour — 09/13/2011

428. Write from the Beginning Training – Kinoshita Elem
Not to exceed 1 hour non-instructional pay @ $30.00 per hour — 10/11/2011

429. Fall Staff Development – Las Palmas Elem
Not to exceed 2 hours non-instructional pay @ $30.00 per hour — 09/01/2011

430. Professional and Curriculum Development Related to ADD Initiative – Lobo Elem
Not to exceed 22.5 hours non-instructional pay @ $30.00 per hour — 08/24/2011-08/26/2011

431. After School Intervention – San Juan Elem
Not to exceed 60 hours instructional pay @ $35.00 per hour — 10/10/2011-06/21/2012

432. ADD Training – Marco Forster MS
Not to exceed 20 hours non-instructional pay @ $30.00 per hour — 09/26/2011-06/20/2012

433. After School Homework Zone – Niguel Hills MS
Not to exceed 113 hours instructional pay @ $35.00 per hour — 10/03/2011-02/03/2012

434. EETT Training – Assessment
Not to exceed 16.5 hours non-instructional pay @ $30.00 per hour — 07/01/2011-09/30/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

435. Attend SBRC Anchor Training – Education Division
Not to exceed 2 hours non-instructional pay @ $30.00 per hour 09/19/2011

436. COHORT 1 Section SIOP Training Interaction and Delivery – Education Division
Not to exceed 3.5 hours non-instructional pay @ $30.00 per hour 09/02/2011

437. COHRT 1 Year 2 Elementary ADD/SIOP Training – Education Division
Not to exceed 5 hours non-instructional pay @ $30.00 per hour 08/30/2011

438. COHORT Year 2 Summer Training at Kinoshita Elem – Education Division
Not to exceed 5 hours non-instructional pay @ $30.00 per hour 08/31/2011

439. Attend/Participate in College and Career Readiness Training – Staff Development
Not to exceed 1.5 hours non-instructional pay @ $30.00 per hour 09/29/2011

440. Site Technology Coordinators – TIS
Not to exceed 16 hours non-instructional pay @ $30.00 per hour 10/03/2011-06/21/12

Homework Club – Multiple Sites
Not to exceed 45 hours instructional pay @ $35.00 per hour
10/03/2011-06/15/2012

441. Arambula, Michele
442. Arsala, Mariam
443. Battenfield, Susan
444. McDevitt, Ron
445. Riddle, Juanita
446. Waterman, Chuck

Saturday School – Multiple Sites
Not to exceed 50 hours instructional pay @ $35.00 per hour
09/07/2011-06/16/2012

447. Addison, Chad
448. Bucher, Ernie
449. Carson, Megan
450. Gonzalez, Armando
451. Gonzalez, David
452. Harris, Robert
453. Herwig, Christopher
454. Kruse-Morgan, Shauna
455. Lee, Christina
456. Marsh, Barbara
457. Martin, Debra
458. Sampson, Timothy
459. Smith, Sarah
460. Stinson, Richard
461. Turney, Jason
462. Wanders, Chad
463. Weinstein, David
464. Westling, Wayne

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Move Classroom – Barcelona Hills Elem
Not to exceed 6 hours non-instructional pay @ $30.00 per hour
09/01/2011-09/15/2011

465. Hayden, Curt

SST Coordinator – Chaparral
Not to exceed 50 hours non-instructional pay @ $30.00 per hour
09/01/2011-06/30/2012

466. Trager, Jim

Kindergarten Assessments – Concordia
Not to exceed 4 hours instructional pay @ $35.00 per hour
08/29/2011

467. DeMille, Kim
468. Garritson, Melanie
469. Gregerson, Bridget
470. Johnson, Barbara

Sign Language Instruction to Families of DHH Students – Crown Valley Elem
Not to exceed 25 hours non-instructional pay @ $30.00 per hour
09/26/2011-12/12/2011

471. Buckman, Jennifer
472. Hemenway, Nancy

Lead ADD Initiative Team Preparation – Del Obispo Elem
Not to exceed 3 hours non-instructional pay @ $30.00 per hour
10/06/2011-06/22/2012

473. Allen, Carol
474. Ettinger, Stephanie
475. Nelson, Patricia
476. Wilson, Cynthia

Pre-Assessment Test to Incoming Kindergarten Students – Kinoshita Elem
Not to exceed 4 hours instructional pay @ $35.00 per hour
09/02/2011

477. Jones, Christa

Site Technology Coordinator – Las Flores Elem
Not to exceed 14 hours instructional pay @ $35.00 per hour
09/07/2011-06/21/2012

478. Boelman, Tami

Intervention Services for Students – Las Palmas Elem
Not to exceed 15 hours instructional pay @ $35.00 per hour
07/08/2011-07/25/2011

479. Cornejo, Eduardo
480. Hogancamp, Yesenia

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Substitute Teach Summer Intervention Program – Las Palmas Elem
Not to exceed 3 hours instructional pay @ $35.00 per hour
08/08/2011-08/19/2011

481. Junco, Juliana

Elementary Program Sub Reading Intervention Teacher – Moulton
Not to exceed 5 hours per day @ $45.00 per day
09/07/2011-06/21/2012

482. Edwards, Blaire

Prep Time for Summer Intervention Program – RH Dana Elem
Not to exceed 2 hours pay @ $18.00 per hour
Not to exceed 4 hours non-instructional pay @ $30.00 per hour
08/01/2011-08/19/2011

483. Paradise, Susan
484. Semas, Andrea

Participate in Leadership Meetings to Promote Student Achievement – RH Dana Elem
Not to exceed 8 hours non-instructional pay @ $30.00 per hour
09/13/2011-06/21/2012

485. Cast, Jody
486. Class, Mary
487. Granja, Patricia
488. McGaffin, Jan
489. Norgren, Kristina
490. Paradise, Susan
491. Pedersen, Ann
492. Pitkin, Bonny

After School Intervention – San Juan Elem
Not to exceed 12 hours instructional pay @ $35.00 per hour
10/10/2011-06/21/2012

493. Derrig, Sophia
494. Jacques, Pierre
495. Martinez Ramierz, Saul
496. Torres, Cristina

Math Homework Support – Aliso Viejo MS
Not to exceed 26 hours instructional pay @ $35.00 per hour
10/24/2011-05/30/2012

497. Delprato, Kelly
498. Hackstadt, Paul
499. Haehn, Marilyn
500. Herbold, Keith
501. Royal, Sue

Perform Fine and Practical Arts Duties – Aliso Viejo MS
Not to exceed 34 hours non-instructional pay @ $30.00 per hour
09/07/2011-02/04/2012

502. Miller, Michelle

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Teach Homework Club – Aliso Viejo MS
Not to exceed 25 hours instructional pay @ $35.00 per hour
10/11/2011-05/30/2012

503. Garell, Nancy

STEM Professional Development – Don Juan Avila MS
Not to exceed 25 hours non-instructional pay @ $30.00 per hour
09/07/2011-06/20/2012

504. Squires, Carly

Conduct Secondary English Language Arts Program Development – Ladera Ranch MS
Not to exceed 16 hours non-instructional pay @ $30.00 per hour
08/25/2011-09/20/2011

505. Votava, Christine

After School Program – Marco Forster MS
Not to exceed 136 hours instructional pay @ $35.00 per hour
09/26/2011-06/15/2012

506. Barnaby, Michele
507. Bottino, Vivian
508. Boyle, Jeanette
509. Cady, Scott
510. Dendel, Ranna
511. Deptola, Cheri
512. Dilloughery, Colleen
513. Frommholz, Eric
514. Galasso, Maggie
515. Gant, Tina
516. Gottdank, Alex
517. Martus, Larissa
518. McKeon, Margie
519. Mulcahy, Eileen
520. Sarigumba, Bernadette
521. Southhall, Jackie

AVID Curriculum Planning – Marco Forster MS
Not to exceed 3 hours non-instructional pay @ $30.00 per hour
08/29/2011

522. Corbin, Nick
523. Foster, Lindsey
524. Louie, Jamie

CELDT Testing Proctor – Marco Forster MS
Not to exceed 4 hours instructional pay @ $35.00 per hour
09/01/2011

525. Carr, Mary

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Participate in the School Leadership Committee and Activities – Marco Forster MS
Not to exceed 20 hours non-instructional pay @ $30.00 per hour
09/07/2011-06/20/2012

526. Takach, Eric

Positive Behavioral Intervention and Support Implementation Day – Marco Forster MS
Not to exceed 3 hours non-instructional pay @ $30.00 per hour
08/24/2011

527. Fox, Megan
528. Gant, Tina

Collaborated with other Teachers Regarding the ADD/SIOP Conference – Newhart MS
Not to exceed 3 hours non-instructional pay @ $30.00 per hour
10/01/2010-06/13/2011

529. Japlit, Ginhawa

Before School Math Intervention – Niguel Hills MS
Not to exceed 22 hours instructional pay @ $35.00 per hour
02/07/2011-06/23/2011

530. Steidle, Gwynne

ADD Initiative Collaboration and Observation – Niguel Hills MS
Not to exceed 12 hours non-instructional pay @ $30.00 per hour
09/07/2011-06/20/2012

531. Averyt, Anne
532. Castle, John
533. Clifton, Christine
534. Fallman, Katie
535. Halterman, Jody

ACTIVATE – After School Tutorial Program – Shorecliffs MS
Not to exceed 94 hours instructional pay @ $35.00 per hour
10/04/2011-05/04/2012

536. Anderson, Sean

SIOP Observation/Coaching/Debriefing – Aliso Niguel HS
Not to exceed 18 hours non-instructional pay @ $30.00 per hour

537. Arena, Franco
538. DeDiego, Joslin
539. Lane, Serena
540. Mosier, Jason
541. Quirk, Julianne
542. Schreiman, Courtney

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

STEM Coordinator to Plan Professional Development – Aliso Niguel HS
Not to exceed 25 hours non-instructional pay @ $30.00 per hour
08/01/2011-06/30/2012

543. Stirtz, Phil

Conduct Student Activities After School and Weekends with Students – Aliso Niguel HS
Not to exceed 300 hours instructional pay @ $35.00 per hour
09/26/2011-02/03/2012

544. Mahindrakar, Manoj

STAP I – Capistrano Valley HS
Not to exceed 33.34 hours non-instructional pay @ $30.00 per hour
09/07/2011-06/20/2012

545. Williamson, Sean

After School Tutorial and Homework Center – Dana Hills HS
Not to exceed 20 hours instructional pay @ $35.00 per hour
10/17/2011-02/03/2012

546. Prinz, Jeff
547. Rigby, Michael
548. Sampson, Timothy
549. Violette, Jan

Illuminate Training – Dana Hills HS
Not to exceed 2 hours non-instructional pay @ $30.00 per hour
10/07/2011-10/12/2011

550. Brooks, Michael

Home Hospital – San Clemente HS
Not to exceed 20 hours instructional pay @ $35.00 per hour
05/01/2010-06/11/2010

551. Havens, Carol

Prepare for Stem Multi-Agency Collaboration Meeting – San Clemente HS
Not to exceed 25 hours non-instructional pay @ $30.00 per hour
09/07/2011-06/30/2012

552. Kerr, Elizabeth

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

ADD Initiative Collaboration – San Juan Hills HS
Not to exceed 30 hours instructional pay @ $35.00 per hour
09/06/2011-06/20/2012

553. Brotherton, Jill
554. Kolenic, Rita
555. Osborn, Kristen
556. Powers, Kari
557. Wegner, Katie

CELDT Administration – San Juan Hills HS
Not to exceed 20 hours non-instructional pay @ $30.00 per hour
10/01/2011-11/01/2011

558. Clemons, Kathlyn
559. Villalba, Fernanda

Teach ESL Program – Adult Education
Not to exceed 19.5 hours per week pay @ $29.00 per hour
10/04/2011-06/22/2012

560. Koen, Anne

Online Math Teaching Academy – Adult Education
Not to exceed 50 hours pay @ $32.00 per hour
101/5/2011-06/20/2012

561. Puelma, Estela

PDA Special Project – Block Music
Not to exceed 10 hours non-instructional pay @ $30.00 per hour
09/25/2011-10/02/2011

562. Thornburg, Quin

TPP Training and Review for 2011-2012 School Year – Career Preparation
Not to exceed 8 hours non-instructional pay @ $30.00 per hour
09/01/2011-06/30/2012

563. Afrouzeh, Golnaz
564. Carroll, Addie
565. Garrett, Steve
566. Halterman, Roger
567. Horton, Leslie
568. Murtaugh, Dave
569. Robustelli, Lucille
570. Thibeau, Lori
571. Turney, Jason

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

ELD Advisor Duties for the 2011-2012 School Year – Education Division
Not to exceed 100 hours non-instructional pay @ $30.00 per hour
09/01/2011-06/30/2012

572. Aston, Melanie
573. Bazansky, Heidi
574. Bell, Beth
575. Bradbury, Rebecca
576. Brandt, Mike
577. Bushell, Kimberly
578. Calkins, Joan
579. Camacho, Isis
580. Campbell, Blake
581. Carter, Thomas

ELD Advisor Duties for the 2011-2012 School Year – Education Division (Cont.)
Not to exceed 100 hours non-instructional pay @ $30.00 per hour
09/01/2011-06/30/2012

582. Brown, Robynne
583. Conover, Nancy
584. Cornejo, Eduardo
585. Doane, Michele
586. Faris, Anne
587. Fatehi, Brenda
588. Foote, Carol
589. Freeman, Denene
590. French, Mikole
591. Frome, Lori
592. Furlong, Adriana
593. Gaspar, Lisa
594. Gilstrap, Tiffany
595. Goode, Kimberly
596. Grondahl, Rebecca
597. Gunderson, Terry
598. Jacobson, Jennifer
599. Kenney, Clare
600. King, Brett
601. Lechuga, Naomi
602. Lewis, Elizabeth
603. Linder, Kelly
604. Marks, Barbara
605. McCorkle, Valerie
606. More-Rivas, Trina
607. Murphy, Jodi
608. Narr, Cherise
609. Neeve, Peter
610. Neidl, Isabel
611. Noland, Janice
612. Peel, Maureen
613. Pierce, Jonathan
614. Rader, Melinda
615. Rutherford, Susanne
616. Seftel, Anna
617. Sheehan, Debra
618. Shultz, Michelle
619. Sweeney, Alba
620. Takacs, Lynne
621. Torres, Jennifer
622. Uminsky, Alma
623. Villalba, Fernanda
624. Violette, Jan

Home Hospital – Education Division
Not to exceed 5 hours per week instructional pay @ $35.00 per hour
09/26/2011-06/21/2012

625. Freeman, Denene
626. Labac, Julie
627. Townsend, Norm
628. Willey, Elizabeth
629. Workman, Ken

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Home Hospital – Special Education
Not to exceed 22 hours instructional pay @ $35.00 per hour
10/06/2011-11/04/2011

630. Weinstein, David

Not to exceed 5 hours per week instructional pay @ $35.00 per hour
09/07/2011-06/30/2011

631. Besseling, Quirine
632. Danna, Mary
633. O'Toner, Eric

Academic Tutoring for Student – Special Education
Not to exceed 39 hours instructional pay @ $35.00 per hour
09/14/2011-12/31/2011

634. Kenney, Valerie

Literacy Consultation for Student – Special Education
Not to exceed 60 hours instructional pay @ $35.00 per hour
07/01/2011-12/31/2011

635. Bolla, Brenda
636. Maas, Susan

Provide Specialized AAC Device Assessment – Special Education
Not to exceed 20 hours pay @ hourly per diem rate
09/26/2011-04/09/2012

637. Godfrey, Nicole

Special Ed Program Service and Support through Expert Consultation Team – Special Education
Not to exceed 7 hours pay @ hourly per diem rate
09/19/2011-06/30/2012

638. Gelsinger, Steve
639. Gonzalez, Kristian
640. Youngerman, Paul

Speech and Language Therapy Services for Student – Special Education
Not to exceed 60 hours instructional pay @ $35.00 per hour
10/11/2011-06/30/2012

641. Blinn, Jim

Prepare and Teach a Beckman Science – Staff Development
Not to exceed 8 hours non-instructional pay @ $30.00 per hour
08/01/2011-09/15/2011

642. Millat, Carrie

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING November 14, 2011
CERTIFICATED EMPLOYEES

APPROVE LEAVES OF ABSENCE

NAME	REASON	EFFECTIVE DATE
643. Becerra, Alejandra	Child Care	02/01/2012-06/21/2012
644. Bentley, Gayle	Child Care	01/03/2012-02/03/2012
645. DeVetis-Kruse, Terry	Personal	09/21/2011-06/21/2012
646. Garcia, Stephanie	Child Care	11/08/2011-01/02/2012
647. Norman, Mary	Personal	11/08/2011-06/21/2012
648. Ogranovich, Marina	Personal	2011-2012

Agreement Number: 37514

PERSONNEL REIMBURSEMENT AGREEMENT
CAPISTRANO UNIFIED SCHOOL DISTRICT

This Agreement is entered into on this 1st day of September, 2011, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

W I T N E S S E T H:

WHEREAS, SUPERINTENDENT is in need of the professional services of an employee of the DISTRICT to provide teaching services for the SUPERINTENDENT; and

WHEREAS, DISTRICT is agreeable to assigning Karin Foster, hereinafter referred to as EMPLOYEE, to give her professional services to SUPERINTENDENT in the above assignment.

NOW, THEREFORE, the Parties to this AGREEMENT do mutually agree as follows:

1.0 DISTRICT agrees during the term of this AGREEMENT to assign EMPLOYEE to provide secondary teachers with professional development for the SUPERINTENDENT'S Instructional Services Programs. EMPLOYEE will provide services under this AGREEMENT for a total of (36.4) days.

2.0 The term of this AGREEMENT shall commence September 1, 2011, and end on June 30, 2012, subject to termination as set forth in this AGREEMENT.

3.0 SUPERINTENDENT agrees to pay DISTRICT twenty percent (20%) of EMPLOYEE'S salary and benefits in consideration of services performed by EMPLOYEE as specified in Section 1.0 of this AGREEMENT, and DISTRICT agrees to accept in full payment thereof a sum not to exceed Twenty-one thousand four hundred ninety-eight dollars and fifty-six cents ($21,498.56), which includes salary and benefits as follows:

A. $ 80,340.31 Base Salary, RIC/TIC (less 3 furlough days).

$ 25,251.78 Benefits: State Teachers Retirement System (STRS), Medicare, Dental, Vision, State Unemployment Insurance, Worker's Compensation, Other Post Employment Benefits, Life Insurance.

$ 1,900.00 Masters Stipend

$107,492.09/182 days of service = $590.62 daily rate x 20% (36.4 days) = $21,498.56.

B. SUPERINTENDENT agrees to pay DISTRICT within thirty (30) days after the last day upon which services are rendered by EMPLOYEE upon submission of an itemized invoice in triplicate. This AGREEMENT shall be amended to revise any of the reimbursement rates for any increases in salary or benefits provided to EMPLOYEE for fiscal year 2011/2012.

C. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by U.S. Department of Education and the California Department of Education. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations

hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

4.0 DISTRICT shall require EMPLOYEE to report to both SUPERINTENDENT and DISTRICT when EMPLOYEE will not be able to provide services to SUPERINDENT as scheduled.

5.0 DISTRICT hereby agrees to defend all claims of loss, and indemnify and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from any and all liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of DISTRICT, its officers, agents or employees, or the negligent condition of the property used, in the performance of this AGREEMENT.

6.0 SUPERINTENDENT and DISTRICT agrees that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

7.0 In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use any tobacco products are prohibited in buildings and vehicles, and on any property owned,

leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

8.0 This AGREEMENT may be terminated by either party with the giving of thirty (30) days prior written notice to the other party.

9.0 All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) 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 (3rd) 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: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

10.0 DISTRICT hereby agrees to defend all claims of loss, and indemnify and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from any and all liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the

negligent acts or omissions of DISTRICT, its officers, agents or employees, or the negligent condition of the property used, in the performance of this AGREEMENT.

SUPERINTENDENT hereby agrees to defend all claims of loss, and indemnify and hold harmless DISTRICT, its Governing Board, officers, agents and employees from any and all liability and claims of liability for bodily injury, personal injury, sickness, disease, or death, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of SUPERINTENDENT, its officers, agents or employees, or subcontractors, in the performance of this AGREEMENT.

11.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be construed and enforced in accordance with the laws of the State of California, with venue in Orange County, California.

12.0 If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated in any way.

13.0 This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the personnel services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: _____	PRINTED NAME: Patricia McCaughey
TITLE: _____	TITLE: Coordinator
DATE: _____	DATE: October 24, 2011

CONSENT OF EMPLOYEE

The undersigned employee hereby acknowledges that she has read the foregoing agreement between SUPERINTENDENT and DISTRICT and consents to serve as described in this AGREEMENT.

_____	_____
Date	Karin Foster

Personnel-CapistranoUSD(37514)12
Zip9

Authorization of Coaches to Provide First Semester Physical Education Credit
November 14, 2011

ALISO NIGUEL HIGH SCHOOL

Teacher	Assignment
Keith Barnett	Basketball/Boys
Peter Butler	Volleyball/Girls
Michael Chapman	Basketball/Girls
Jon Chubb	Football
Greg Colwell	Wrestling
Justin Ferdinand	Water Polo/Boys
Craig Hanson	Baseball
Erick Lynch	Water Polo/Girls
Stacy Middlebrook	Cross Country/Girls
Richard Ruhlen	Tennis/Girls
John Walsh	Cross Country/Boys
Dave Weinberg	Marching Band
Kurt Westling	Football

CAPISTRANO VALLEY HIGH SCHOOL

Teacher	Assignment
Mark Ahlberg	Basketball/Girls
Richard Bordner	Wrestling
Brian Clark	Football
Andrea DeMarco	ROP Dance
Christopher Dollar	Cross Country
Patrick Higginson	Water Polo/Girls
Andrew Mashburn	Football
Brian Mulligan	Basketball/Boys
Matthew Poston	Football
Kenneth Sayles	Track and Field/Girls
Brian Schultz	Surfing
Leesa Shults-Amon	Pep Squad
Jason Sorrell	Soccer
Andreas Waldukat	Marching Band/Auxiliary

DANA HILLS HIGH SCHOOL

Teacher	Assignment
Brittany Casey	SOCSA Dance
Leonardo Compean	Soccer
Robert Cullinan	Basketball/Girls
Marcus Degen	Surfing
Tom Desiano	Basketball/Boys
Justin Green	Tennis
Matthew Reid	Soccer/Girls
Matthew Rosa	Water Polo
Todd Rusinkovich	Football
Patricia Sexton	SOCSA Dance
Steven Wade	Marching Band/Auxiliary

SAN CLEMENTE HIGH SCHOOL

Teacher	Assignment
Richard Brown	Wrestling
Mark Calentino	Wrestling
Douglas Dill	Football
Stacey Finnerty	Soccer/Girls
Jonathan Hamro	Football
Michael Hurlbut	Golf/Girls
Daniel Johnson	Cross Country/Boys
Robert O'Rear	Volleyball/Girls
Marc Popovich	Basketball/Boys
David Proodian	Cross Country/Girls
Christopher Schefter	Basketball/Girls
Antonio Soto	Marching Band
John Stephens	Tennis/Girls

SAN JUAN HILLS HIGH SCHOOL

Teacher	Assignment
John Baker	Golf
Charles Briggs	Football
Aaron Flowers	Football
Armando G. Gonzalez	Football
Dean McElroy	Marching Band
Juan Hernandez	Football
Farrel Moore	Soccer/Girls
Melissa Murphy	Pep Squad
Catherine Nolan	Track and Field
Nathan Roberts	Surfing
George Rodriguez	Football
Robert Summers	Football
James Tinker	Golf
Jeremey Wooten	Baseball

TESORO HIGH SCHOOL

Teacher	Assignment
Richard Brail	Baseball
Timothy DiLeo	Tennis/Girls
Steve Garrett	Basketball
Michael Gibson	Water Polo/Boys
Andrew Magana	Marching Band
Cathy Olinger	Auxiliary/Dance Guard
Ryan Pinon	Surfing
Richard Polk	Volleyball
Donald Skaff	Soccer/Boys