

**CENTRAL UNION HIGH SCHOOL DISTRICT**

**351 Ross Avenue – El Centro, CA**

**Board of Trustees – Regular Meeting**

**AGENDA**

**Tuesday, August 09, 2011**

**6:00 P.M. (Closed Session)**

**7:00 P.M. (Open Session)**

In accordance with the American Disabilities Act, if accommodations are required, please call the Superintendent's office 72 hours in advance at 760 336-4516 and every effort will be made to accommodate your request.

Please Note: Back-up documentation and attachments are available at the Central Union High School District Office upon request. From time-to-time writings that are public records, which are related to open session items on an agenda for a regular meeting, may be distributed to school board members after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection at the Central Union High School District office located at 351 Ross Avenue, El Centro.

**I. CALL TO ORDER:**

**Time: \_\_\_\_\_**

1. Roll Call

**II. CLOSED SESSION:**

**PUBLIC EMPLOYEE MATTERS:**

(Pursuant to Government Code Section 54957 and 53262)

**CONFERENCE WITH LABOR NEGOTIATOR:**

(Pursuant to Government Code Section 54957.6)

Negotiator: C. Thomas Budde, Superintendent

Group: El Centro Secondary Teachers' Association (ECSTA)

Group: California School Employees' Association, Chapter #726 (CSEA)

**III. RECONVENE IN OPEN SESSION:**

1. Public Report of Action Taken in Closed Session
2. Flag Salute

**IV. APPROVAL OF AGENDA:**

**V. COMMUNICATIONS & RECOGNITIONS:**

**VI. PUBLIC COMMENT SESSION:**

At this time the Board will hear comments, presentations, or requests on matters not listed on this agenda. Speakers are to give their names and addresses. Time limit for speakers is three minutes. The board reserves the right to limit presentations. The Board may in an emergency, by majority vote, take action on matters presented at this time. This meeting is being taped and all comments are being recorded.

**VII. CONSENT AGENDA ITEMS:**

*All items appearing will be acted upon by one motion, without discussion. Should any Trustee or other person request that any item be considered separately, that item will be added to the end of the regular agenda.*

**VII. CONSENT AGENDA ITEMS: (continued)**

- pp.4-30     **Warrant Orders:**    #06282011, 1-4; #07052011, 1-4; #07122011, 1-7; #07192011, 1-4; #07262011, 1-4; #08022011, 1-5
- pp.31-32     **Personnel Report:**   Payroll Warrants – #12B 6/31/11 \$1,991,928.48; #9A 7/8/11 \$24,506.73 #10A 7/13/11 \$7,648.40 #1B 7/28/11 \$569,823.27
1. Certificated Employment / 2010-2011 School Year
  2. Certificated Employment / Substitutes/Adult Education Teachers
  3. Certificated Employment / Supplemental Assignments
  4. Classified Employment
  5. Classified Hourly Employment / Supplemental Assignments
  6. Classified Resignation/Separations
  7. Certificated Resignation/Separations
  8. The Superintendent recommends the Board approve all certificated teaching staff to provide home teaching services, prep period substitution or proficiency test grading on an as-needed basis for the 2011-2012 school year based on the currently hourly rate of pay.
- pp.34-46     9. The Superintendent recommends the Board approve the 2011-2012 Photography Agreement with Duke Photography Inc. and the Secondary Portrait Agreement with Lifetouch for Central Union High School and Southwest High School as presented.
- pp.47-51     10. The Superintendent recommends the Board approve the 2011-2012 Memorandum of Understanding for Partnering School Districts and Employers – Agreement to Provide Services with San Diego County Superintendent of Schools.
- pg. 52       11. The Superintendent recommends the Board approve the adoption of the new textbook Pearson Education Inc. Campbell Biology © 2011 Edition.
- pp. 53-54    12. The Superintendent recommends the Board approve the 2011-2012 California Interscholastic Federation San Diego Section Request for Continuing Membership and Agreement to Conditions of Membership.
- pp.55-60     13. The Superintendent recommends the Board approve the Memorandum of Understanding between the District and Imperial County Office of Education for the 2011-2012 Borderlands AmeriCorps Program.
- pp.61-66     14. The Superintendent recommends the Board approve the Agreement for Special Services for 2011-2012 with the law firm of Atkinson, Andelson, Loya, Ruud & Romo as presented.
- pp. 67-72    15. The Superintendent recommends the Board approve to declare the personal property listed on the attached list as Surplus Property with insufficient value and authorize administration to dispose of as appropriate.
- pp.73-90     16. The Superintendent recommends the Board review the Central Union High School District GASB 45 Actuarial Valuation Report of the District’s retiree health insurance program as of July 1, 2010.
- pp.91-96     17. The Superintendent recommends the Board approve submitting a Variable Term Waiver to the California Commission on Teacher Credentialing on behalf of AMANDA K. TATUM, in grades 9-12, to waive the Certificate of Completion of Staff Development to provide instruction to English learner students effective 08/09/11-06/11/12.

**VIII. ACTION ITEMS:**

- pp.97-99 18. The Superintendent recommends the Board approve the Memorandum of Understanding between the District and Brawley Union High School District for the use/access of their kitchen facilities for the preparation of food to be served at Central Union High School during the modernization project.
- pp.100-101D 19. The Superintendent recommends the Board approve the renewal of the Consulting Agreement between CUHSD and Sodexo America, LLC which expired on June 30, 2011.
- pp.102-118 20. The Superintendent recommends the Board approve the School Mitigation and Settlement Agreement between McCabe Union Elementary School District, the City of El Centro, Central Union High School District and WWS–Burson LLC providing for the mitigation of impacts related to the Miller-Burson property.
- pp.119-142 21. The Superintendent recommends the Board approve the revised Local Educational Agency Plan Addendum.
- pp.143-146 22. The Superintendent recommends the Board approve the proposed Southwest High School Citizenship Requirements for Graduation policy as presented.
- pp.147-148 23. The Superintendent recommends the Board adopt Board Resolution No. 08092011-19 authorizing certificated staff to teach out of their credential authorization area based on the specific Education Code Sections that authorize teacher assignments.

**VIX. INFORMATION ITEMS:**

- pp. 24. Monthly budget financial report

**X. ECSTA AND CSEA COMMENTS:**

**XI. SUPERINTENDENT'S REPORT:**

25. Honorary diplomas policy update  
26. Southwest High School bleacher purchase update  
27. CSBA Annual Education Conference Attendance

**XII. BOARD COMMENTS:**

**XIII. RECONVENE TO CLOSED SESSION:**

*The Board reserves the right to reconvene to closed session at the end of the open session if closed session matters have not been completed prior to the convening of the open session meeting.*

**XIV. ADJOURNMENT:**

Time: \_\_\_\_\_

Date(s) of Next Regular Meeting:  
Agenda Posted: August 5, 2011

September 13, 2011 @ 7:00P.M.

***CONSENT AGENDA ITEMS***

*MINUTES*



BOARD OF TRUSTEES – SPECIAL MEETING  
June 28, 2-011 – 6:00 PM

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PUBLIC HEARING FOR THE PURPOSE OF RECEIVING INPUT ON THE PROPOSED TRANSFER OF TIER III CATEGORICAL FUNDS:

President Vogel declared a public hearing open for the purpose of receiving input on the proposed transfer of funds relating to Tier III Categorical Programs. There being no comments, oral or written, President Vogel declared the public hearing closed.

APPROVAL OF THE PROPOSED USE OF PREVIOUSLY RESTRICTED PROGRAM (TIER III) FUNDS FOR ANY EDUCATIONAL PURPOSE:

Trustee Jimenez moved to approve the proposed use of previously restricted program (Tier III) funds for any educational purpose; motion seconded by Trustee Hindman.

Motion: Carried Vote: Ayes-5

AWARD OF BID FOR THE CUHS MODERNIZATION PROJECT BP#5 ALUMINUM STOREFRONTS/GLAZING:

Trustee Hindman moved to approve to award the bid for the CUHS Modernization Project BP#5 Aluminum Storefronts/Glazing as listed on the Bid Opening Chart to Trade Mark Construction, Inc. as the lowest Responsive and Responsible Bidder meeting District Specifications and authorize the superintendent to execute all necessary contract documents; motion seconded by Trustee Jimenez. Trustee Hindman amended his motion to include approval of the over budgeted amount of approximately \$177,000; Trustee Jimenez amended his second.

Motion: Carried Vote: Ayes-5

PUBLIC HEARING FOR THE PURPOSE OF RECEIVING INPUT ON THE PROPOSED 2011-2012 BUDGET:

President Vogel declared a public hearing for the purpose of disclosing and receiving public input on the proposed budget for the period ending June 30, 2012 prior to final adoption.

There being no comments, oral or written, President Vogel declared the public hearing closed.

ADOPTION OF THE 2010-2011 ESTIMATED ACTUALS AND ADOPTION OF THE 2011-2012 PROPOSED BUDGET:

Trustee Hindman moved to approve the 2010-2011 Estimated Actuals and adopt the 2011-2012 proposed budget as presented; motion seconded by Trustee Jimenez.

Motion: Carried Vote: Ayes-5

APPROVAL OF THE SOUTHWEST HIGH SCHOOL BOOSTER CLUB BLEACHER PROPOSAL:

Trustee Jimenez moved to approve the proposal from the Southwest High School Booster Club requesting the District advance payment of \$34,000 for the purchase of additional portable bleachers for the football/athletic fields; motion seconded by Trustee Vogel. Trustee Jimenez amended his motion to include approval contingent on receipt of official Booster Club minutes approving the proposal and excluding the ASB contribution from the proposal; Trustee Vogel

BOARD OF TRUSTEES – REGULAR MEETING  
June 28, 2011 – Special Meeting

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amended her second.

Motion: Carried Vote: Ayes-5

ADJOURNMENT:

President Vogel adjourned the meeting at 7:40 P.M.

CERTIFIED MINUTES:

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Superintendent & Secretary to the Board of Trustees

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Date



***WARRANT ORDERS***

Date Paid: 6/28/2011

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	E Pay	Payment Amount	Check Amount	Vendor Total	Audit Flag
016549	AIRGAS WEST INC.	PV-112509	6/27/11	#103233927	JUNE	010-8150-0-0000-8110-4390-43-0000		119.34	119.34	119.34	
019921	ALL SECURITY	PO-111146	6/27/11	#3995		010-0000-0-0000-7700-4300-43-0000		174.81	174.81		
019921	ALL SECURITY	PO-111147	6/27/11	#4007	*	010-8150-0-0000-8110-4400-43-0000		2,085.24	2,085.24	2,260.05	
018169	AP BY THE SEA	PO-111159	6/28/11	ARMANDO CORONA		010-0000-0-1110-1000-5200-43-7294		725.00	725.00	725.00	
019781	AT&T	PV-112499	6/23/11	352-9772	FRC	010-5640-0-8100-8200-5900-43-0000		68.38	68.38	68.38	
019933	AUTOZONE INC.	PV-112498	6/23/11	JUNE		010-7230-0-0000-3600-4360-43-0000		787.40	787.40	787.40	
019873	AVENTA LEARNING	PO-111139	6/27/11	#10-4056		010-3010-0-1110-1000-5800-45-0000		6,000.00			
			6/27/11	#10-4056		010-3010-0-1110-1000-5800-47-0000		4,000.00	10,000.00	10,000.00	
014568	BURT, MARILYN	PV-112508	6/27/11	LEADING THE		010-3010-0-1110-1000-5200-45-0000		37.17	37.17	37.17	
015534	CALIBER	PO-110966	6/27/11	#26287		010-0000-0-1300-4200-4300-47-0000		1,152.75	1,152.75	1,152.75	
019903	CASTILLO, MANUEL	PV-112511	6/27/11	BUS- CHOP RENEWAL		010-7230-0-0000-3600-5800-43-0000		12.00	12.00	12.00	
019000	CHEVRON & TEXACO	PV-112547	6/28/11	#30347430		010-0000-0-1345-4200-5200-47-0000		79.00			
			6/28/11	#30347430		010-3010-0-1110-1000-5200-45-0000		55.57			
			6/28/11	#30347430		010-0000-0-0000-3110-5200-47-0000		94.54	229.11	229.11	
020231	CSM CONSULTING, INC.	PV-112506	6/27/11	#7969	E-Rate Sys.	010-0000-0-0000-7200-5800-44-0000		1,800.00	1,800.00	1,800.00	
020076	CUHSD NUTRITION	PO-111158	6/28/11	SNACKS/MEALS		010-0000-0-1110-1000-4300-43-6091		837.04	837.04	837.04	
016495	EBSCO PUBLISHING	PO-111108	6/27/11	#0345717		010-3010-0-1110-1000-5800-45-0000		3,399.00	3,399.00	3,399.00	
014353	EDUCATIONAL TESTING	PO-110506	6/23/11	#SP20030583		010-0000-0-0000-2100-5800-44-0000		1,211.06	1,211.06	1,211.06	
015477	FRIENDSHIP HOUSE	PO-110816	6/27/11	#873508		010-0000-0-1520-1000-4300-45-0000		18.95	18.95	18.95	
015620	GAS COMPANY	PV-112504	6/27/11	11632701	CUHS	010-0000-0-0000-8200-5501-45-0000		58.13			
			6/27/11	11632701	CUHS	130-5310-0-0000-8200-5501-45-0000		174.40	232.53	232.53	
016126	GAS COMPANY	PV-112503	6/27/11	12172486	CUHS	010-0000-0-0000-8200-5501-45-0000		164.19	164.19	164.19	
016127	GAS COMPANY	PV-112505	6/27/11	10138958	SHS	010-0000-0-0000-8200-5501-47-0000		419.75			
			6/27/11	10138958	SHS	130-5310-0-0000-8200-5501-47-0000		139.92	559.67	559.67	
019983	GCR TIRE CENTERS	PV-112548	6/28/11	#832-3894	JUNE	010-7230-0-0000-3600-4362-43-0000		449.78	449.78	449.78	
018461	HARTLINE, JESSE DOUGLAS	PV-112539	6/28/11	6/20-24/11		353-7710-8-0000-8500-6290-45-0000		3,750.00	3,750.00	3,750.00	
010290	IMPERIAL IRRIGATION	PV-112540	6/28/11	50044293	CUHS	010-0000-0-0000-8200-5502-45-0000		2,117.29			
			6/28/11	50044293	CUHS	130-5310-0-0000-8200-5502-45-0000		1,042.84			

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Date Paid: 6/28/2011

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
010290	IMPERIAL IRRIGATION	PV-112541	6/28/11	50044335 DOHS	010-0000-0-3200-8200-5502-46-0000			1,879.34			
			6/28/11	50044335 DOHS	010-0000-0-4110-8200-5502-46-6390			1,879.34			
		PV-112542	6/28/11	50044355 FRC	010-5640-0-8100-8200-5502-43-0000			377.13			
		PV-112543	6/28/11	50186311 M&T	010-0000-0-0000-8200-5502-43-0000			519.67			
			6/28/11	50186311 M&T	010-7230-0-0000-8200-5502-43-0000			519.67			
		PV-112544	6/28/11	50093691 SHS	010-0000-0-0000-8200-5502-47-0000			10,519.60			
			6/28/11	50093691 SHS	130-5310-0-0000-8200-5502-47-0000			3,506.53			
		PV-112545	6/28/11	SHS (3)	010-0000-0-0000-8200-5502-47-0000			11,869.43			
		PV-112546	6/28/11	CUHS (14)	010-0000-0-0000-8200-5502-45-0000			18,065.11	52,295.95	52,295.95	
020087	INTEGRITY DOOR &	PV-112513	6/27/11	#144	010-8150-0-0000-8110-4390-43-0000			1,175.30	1,175.30	1,175.30	
017015	LESLIE'S POOL SUPPLIES	PV-112514	6/27/11	#00257-204567	010-8150-0-0000-8110-4390-43-0000			4,580.56			
		PV-112515	6/27/11	#652-46052	010-8150-0-0000-8110-4390-43-0000			115.69	4,696.25	4,696.25	
016224	LJ CREATE INC.	PO-111109	6/27/11	#116595	010-6378-0-1110-1000-4300-47-0000			1,545.00	1,545.00	1,545.00	
015556	MacGAFFEY, NEIL	PV-112507	6/27/11	LEADING THE	010-3010-0-1110-1000-5200-45-0000			40.21	40.21	40.21	
014103	MISSION JANITORIAL	PO-111143	6/27/11	#261500-00	010-0000-0-0000-8200-4400-43-0000			1,025.25			
			6/27/11	#261500-00	010-0000-0-0000-8200-4380-43-0000			599.24			
		PV-112516	6/27/11	#262758-00	010-0000-0-0000-8200-4380-43-0000			384.61			
		PV-112517	6/27/11	#261743-00	010-0000-0-0000-8200-4380-43-0000			2,030.15			
		PV-112518	6/27/11	#261743-01	010-0000-0-0000-8200-4380-43-0000			336.89			
		PV-112519	6/27/11	#262758-01	010-0000-0-0000-8200-4380-43-0000			106.64	4,482.78	4,482.78	
018732	PRACTI-CAL, INC.	PV-112501	6/27/11	#18659	010-5640-0-1110-1000-5800-43-0000			531.28	531.28	531.28	
010321	RADIO SHACK CORP.	PV-112502	6/27/11	#012129 (0218)	010-0000-0-0000-7700-4300-43-0000			47.58	47.58	47.58	
019546	REXEL ELECTRICAL	PV-112520	6/27/11	#801312008 JUNE	010-8150-0-0000-8110-4390-43-0000			25.15			
		PV-112521	6/27/11	#801313306 JUNE	010-8150-0-0000-8110-4390-43-0000			26.08	51.23	51.23	
019995	RICK'S GROUP DIESEL INC.	PV-112522	6/27/11	#10080 JUNE	010-7240-0-5770-3600-5800-43-0000			45.00	45.00	45.00	
017177	SAFETY-KLEEN CORP.	PV-112523	6/28/11	#54150316	010-7230-0-0000-3600-5800-43-0000			511.49	511.49	511.49	
017902	SAN DIEGO FRICTION	PV-112524	6/28/11	MAY	010-7230-0-0000-3600-4360-43-0000			333.15	333.15	333.15	
017902	SAN DIEGO FRICTION	PV-112525	6/28/11	#23011234 JUNE	* 010-7230-0-0000-3600-4360-43-0000			47.09	47.09	47.09	



Date Paid: 6/28/2011

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
019170	SHRED-IT	PV-112500	6/23/11	#8505113532		010-0000-0-0000-7200-5800-44-0000		1,237.50	1,237.50	1,237.50	
019972	SIEMENS INDUSTRY INC.	PV-112526	6/28/11	#5442026425		010-8150-0-0000-8110-4390-43-0000		805.43	805.43	805.43	
011224	SKEELS & COMPANY,	PV-112527	6/28/11	#37311		010-8150-0-0000-8110-4390-43-0000		118.93			
		PV-112528	6/28/11	#37378		010-8150-0-0000-8110-4390-43-0000		18.92			
		PV-112529	6/28/11	#37705		010-8150-0-0000-8110-4390-43-0000		103.90			
		PV-112530	6/28/11	#37943		010-8150-0-0000-8110-4390-43-0000		69.49			
015935	STAPLES CREDIT PLAN	PO-1111106	6/28/11	#22820		010-5640-0-8100-3140-4300-43-0000		114.19	311.24	311.24	
		PO-1111137	6/28/11	#45989		010-3010-0-1110-1000-4300-45-0000		59.81			
		PV-112531	6/28/11	MAY		010-0000-0-0000-7200-4300-44-0000		69.58			
			6/28/11	MAY		010-0000-0-0000-2700-4350-47-0000		21.73	265.31	265.31	
015873	TRANE COMPANY	PV-112532	6/28/11	#5414490R1		010-8150-0-0000-8110-4390-43-0000		166.07	166.07	166.07	
014752	UPS	PV-112534	6/28/11	#866031251		010-0000-0-0000-8110-5901-43-0000		80.00	80.00	80.00	
020235	U-SAVE CAR & TRUCK	PV-112533	6/28/11	#EC-48997 TRACK		010-0000-0-1345-4200-5600-47-0000		148.48	148.48	148.48	
012225	XEROX CORPORATION	PV-112535	6/28/11	#055476452 MAY		010-0000-0-0000-7700-5600-43-0000		137.28			
		PV-112536	6/28/11	#055391017 JUNE		010-0000-0-0000-2700-5600-45-0000		1,630.40			
		PV-112537	6/28/11	#055391015 MAY		010-0000-0-0000-2700-5600-45-0000		1,458.64			
		PV-112538	6/28/11	#055391016 JUNE		010-0000-0-0000-2700-5600-45-0000		1,228.76	4,455.08	4,455.08	
							<b>Total Checks:</b>	101,084.84			
							<b>Total EPayments:</b>	0.00			
							<b>Total Accounts Payable:</b>	101,084.84			

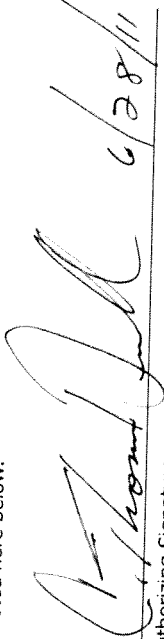
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Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPA	Payment Amount	Check Amount	Vendor Total	Audit Flag
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District APY Cash Verification as of 6/28/2011 at 9:53 AM

Fund	Current Cash	Pending APY Expenses	Pending Payroll Expenses	Future Expenses	Cash Available after Expenses
010	6,682,786.91	92,471.15	0.00	2,134,179.44	4,456,136.32
110	80,712.62	0.00	0.00	9,052.42	71,660.20
130	134,740.43	4,863.69	0.00	73,737.65	56,139.09
353	7,033,446.38	3,750.00	0.00	0.00	7,029,696.38

It is hereby ordered that payment be made to the vendors indicated as per requisition or claims on this report totaling \$101,084.84 except as noted here below.

  
 Authorizing Signature \_\_\_\_\_ Date 6/28/11

\_\_\_\_\_  
 Authorizing Signature \_\_\_\_\_ Date

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	E Pay	Payment Amount	Check Amount	Vendor Total	Audit Flag
011837	ACSA	PO-120003	6/30/11	RENEWAL 2011-12		010-0000-0-0000-7100-5300-44-0000		2,050.79	2,050.79	2,050.79	
013037	AM COPIERS, INC.	PO-120024	6/30/11	#26460 MAINT.		010-0000-0-0000-2700-5600-45-0000		1,200.00	1,200.00	1,200.00	
019781	AT&T	LB-120003	6/30/11	336-4300 CUHS		010-0000-0-0000-2700-5900-45-0000		1,178.17			
		LB-120004	6/30/11	336-4500 DIST		010-0000-0-0000-7200-5900-44-0000		205.74			
		LB-120005	6/30/11	336-4580 DOHS		010-0000-0-4110-2700-5900-46-6390		21.70			
		LB-120006	6/30/11	336-4555 DOHS		010-0000-0-3200-2700-5900-46-0000		143.27			
		LB-120007	6/30/11	336-4555 DOHS		010-0000-0-4110-2700-5900-46-6390		143.26			
		LB-120008	6/30/11	336-4540 FRC		010-5640-0-8100-8200-5900-43-0000		111.91			
		LB-120009	6/30/11	336-4470 MAIN		010-8150-0-0000-8110-5900-43-0000		49.99			
		LB-120010	6/30/11	336-4479 TRAN		010-7230-0-0000-3600-5900-43-0000		44.93			
020248	BAKER DISTRIBUTING	LB-120017	7/5/11	JUNE		010-0000-0-0000-2700-5900-47-0000		30.59	1,929.56	1,929.56	
011570	CALIF. SCHOOL BOARDS	PO-120005	6/30/11	1200245-12 MANUAL		010-8150-0-0000-8110-4390-43-0000		496.36	496.36	496.36	
011570	CALIF. SCHOOL BOARDS	PO-120004	6/30/11	100245-12 MBRSHIP	*	010-0000-0-0000-7200-5800-44-0000		2,600.00	2,600.00	2,600.00	
011570	CALIF. SCHOOL BOARDS	PO-120007	6/30/11	1200245-12 GAMUT	*	010-0000-0-0000-7100-5300-44-0000		8,631.00	8,631.00	8,631.00	
018404	CAL-TEST INC.	PV-120016	7/5/11	#2011-50410 JULY		010-7230-0-0000-3600-5850-43-0000		39.95	39.95	39.95	
019722	CAL-TEST INC.	PV-120015	7/5/11	#2011-50513 JULY		010-0000-0-0000-7200-5800-43-0000		39.95	39.95	39.95	
016198	CARTER, MICHAEL	LB-120011	6/30/11	HOSA CONFERENCE		010-6378-0-1110-1000-5200-47-0000		76.09	76.09	76.09	
015160	CASBO	PO-120002	6/30/11	#1004 DUES 11/12		010-0000-0-0000-7200-5300-44-0000		619.00	619.00	619.00	
019661	DE LAGE LANDEN	LB-120020	7/5/11	9935777 06/15-30/11		010-0000-0-4110-2700-5600-46-6390		620.35			
		LB-120021	7/5/11	9935789 06/15-30/11		010-0000-0-0000-2700-5600-47-0000		747.12			
		PV-120009	7/5/11	9935777 7/1-7/14/11		010-0000-0-4110-2700-5600-46-6390		620.35			
		PV-120010	7/5/11	9935789 7/1-14/11		010-0000-0-0000-2700-5600-47-0000		747.11	2,734.93	2,734.93	
018710	DESERT SERVICES, INC.	LB-120028	7/5/11	220864		010-0000-0-0000-8300-5800-45-0000		624.00			
			7/5/11	220864		010-0000-0-0000-8300-5800-47-0000		624.00			
017405	EAGLE SOFTWARE	PO-120006	6/30/11	SUP-CentralUHSD11.12		010-0000-0-3200-2700-5600-46-0000		1,400.00	1,248.00	1,248.00	
			6/30/11	SUP-CentralUHSD11.12		010-0000-0-0000-2700-5600-45-0000		2,300.00			
			6/30/11	SUP-CentralUHSD11-12		010-0000-0-0000-2700-5600-47-0000		2,300.00			

Date Paid: 7/5/2011

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
017405	EAGLE SOFTWARE	PO-120006	6/30/11	SUP-CentralUHSD11-12		010-0000-0-4110-2700-5600-46-6390		2,300.00			
014049	EL CENTRO CHAMBER OF	PV-120004	6/30/11	SUP-CentralUHSD11-12		010-0000-0-0000-7200-5600-44-0000		2,880.00	11,180.00	11,180.00	
018496	FISHER WIRELESS	PV-120007	7/5/11	Annual Mem Dues		010-0000-0-0000-7200-5300-44-0000		295.00	295.00	295.00	
019767	FRUTH GROUP INC.	LB-120019	7/5/11	792338		010-7230-0-0000-3600-5903-43-0000		484.52	484.52	484.52	
018461	HARTLINE, JESSE DOUGLAS	PV-120008	7/5/11	9929839		010-0000-0-3200-2700-5600-46-0000		241.19			
010290	IMPERIAL IRRIGATION	LB-120002	7/5/11	9929839		010-0000-0-3200-2700-5600-46-0000		241.19	482.38	482.38	
014835	IMPERIAL VALLEY PRESS	PV-120005	7/5/11	JUNE 27, 28, 29 & 30		353-7710-8-0000-8500-6290-45-0000		3,000.00			
019916	INTAND CORPORATION	PV-120001	7/5/11	7/1/11		353-7710-8-0000-8500-6290-45-0000		750.00	3,750.00	3,750.00	
017843	LEON, PATRICIA MENDEZ	LB-120001	6/30/11	50093709 SHS		010-0000-0-0000-8200-5502-47-0000		18,393.40	18,393.40	18,393.40	
020268	LOZANO CASEWORKS INC.	LB-120026	7/5/11	7/1/11-6/30/12		010-0000-0-0000-7200-5840-44-0000		134.85	134.85	134.85	
011833	MCNEECE BROS. OIL	LB-120018	7/5/11	20110621-142817-61		010-0000-0-0000-7200-5800-44-0000		2,997.00	2,997.00	2,997.00	
019336	MORRELL, DANETTE	LB-120012	6/30/11	LEADING THE		010-3010-0-1110-1000-5200-45-0000		25.26	25.26	25.26	
019274	NATIONAL STUDENT	PV-120006	7/5/11	#1		353-7710-8-0000-8500-6270-45-0000		5,695.20	5,695.20	5,695.20	
020270	NEXON CORPORATION	LB-120027	7/5/11	9235 JUNE		010-8150-0-0000-8110-4361-43-0000		1,695.01			
019514	PITNEY BOWES- RESERVE	PO-120063	7/5/11	9235 JUNE		010-0000-0-1411-1000-4361-47-0000		97.12			
010021	REFRIGERATION SUPPLIES	LB-120016	7/5/11	9235 JUNE		010-7230-0-0000-3600-4361-43-0000		306.24			
013339	SCHOOLS EXCESS	PV-120003	7/5/11	9235 JUNE		010-0000-0-0000-2700-4361-45-0000		25.07			
018698	SOLARWINDS, INC.	PO-120032	6/30/11	9235 JUNE		010-0000-0-3200-2700-4361-46-0000		12.53			
			7/5/11	9235 JUNE		010-0000-0-0000-2700-4361-47-0000		25.07			
			7/5/11	9235 JUNE		010-7240-0-5770-3600-4361-43-0000		2,247.99			
			7/5/11	9235 JUNE		010-7230-0-0000-3600-4361-43-0000		351.63	4,760.66	4,760.66	
			6/30/11	HEALTH SCIENCE		010-6378-0-1110-1000-5200-47-0000		66.88	66.88	66.88	
			7/5/11	HS1108005		010-0000-0-0000-7100-5800-44-0000		850.00	850.00	850.00	
			7/5/11	#1		353-7710-8-0000-8500-6270-45-0000		293,980.73	293,980.73	293,980.73	
			6/30/11	MTR. 1361157		010-3010-0-1110-1000-5901-47-0000		400.00	400.00	400.00	
			7/5/11	JUNE		010-8150-0-0000-8110-4390-43-0000		284.03	284.03	284.03	
			7/5/11	07-111363115		010-0000-0-0000-7200-5400-44-0000		13,908.00	13,908.00	13,908.00	
			6/30/11	# IN42628 MAINT.		010-0000-0-0000-7700-5800-43-0000		3,089.00	3,089.00	3,089.00	

Date Paid: 7/5/2011

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
016160	SOUTHWEST EAGLES	PV-120002	6/30/11	FULL PAGE AD		010-0000-0-0000-7200-5840-44-0000		300.00	300.00	300.00	
019807	SUPREME ELECTRICAL	LB-120025	7/5/11	#1		353-7710-8-0000-8500-6270-45-0000		118,125.00	118,125.00	118,125.00	
017972	SYNREVOICE	PO-120031	6/30/11	#00013434 2011/12		010-0000-0-0000-7700-5800-43-0000		2,034.00	2,034.00	2,034.00	
019917	TAGAMI, MICHAIL	LB-120013	6/30/11	HEALTH SCIENCE		010-6378-0-1110-1000-5200-47-0000		228.69	228.69	228.69	
020269	TEAM C CONSTRUCTION	LB-120024	7/5/11	#1		353-7710-8-0000-8500-6270-45-0000		9,221.40	9,221.40	9,221.40	
019310	TRADE MARK	LB-120023	7/5/11	#1		353-7710-8-0000-8500-6270-45-0000		9,324.00	9,324.00	9,324.00	
019817	VALADEZ, JACQUELINE	LB-120014	6/30/11	HOSA CONFERENCE		010-6378-0-1110-1000-5200-47-0000		161.69			
		LB-120015	6/30/11	HEALTH SCIENCE		010-6378-0-1110-1000-5200-47-0000		35.17	196.86	196.86	
019256	WILLIAMS SCOTSMAN INC.	PV-120012	7/5/11	#95773536		250-0000-1-0000-8700-5600-43-0000	E	501.00			
		PV-120013	7/5/11	#95773537		250-0000-1-0000-8700-5600-43-0000	E	501.00			
		PV-120014	7/5/11	#95773538		250-0000-1-0000-8700-5600-43-0000	E	501.00			
								<b>Total Checks:</b>	524,122.49		
								<b>Total EPayments:</b>	1,503.00		
								<b>Total Accounts Payable:</b>	525,625.49		




Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
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District APY Cash Verification as of 7/5/2011 at 1:39 PM

Fund	Current Cash	Pending APY Expenses	Pending Payroll Expenses	Future Expenses	Cash Available after Expenses
010	4,717,326.32	84,026.16	0.00	0.00	4,633,300.16
250	369,070.53	1,503.00	0.00	0.00	367,567.53
353	7,029,696.38	440,096.33	0.00	0.00	6,589,600.05

It is hereby ordered that payment be made to the vendors indicated as per requisition or claims on this report totaling \$525,625.49 except as noted here below.

  
 Authorizing Signature \_\_\_\_\_ Date 7/5/11

\_\_\_\_\_  
 Authorizing Signature \_\_\_\_\_ Date \_\_\_\_\_

Date Paid: 7/12/2011

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
020271	ALANIZ, JUANITA	PV-120026	7/11/11	BULLYING CONF.		010-0000-0-3200-2700-5200-46-0000		59.76	59.76	59.76	
019571	ALLIED WASTE SERVICES	LB-120066	7/12/11	#0467-001266585		010-0000-0-0000-8200-5506-45-0000		995.28			
		LB-120067	7/12/11	#0467-001266586		010-0000-0-0000-8200-5506-47-0000		2,233.98			
		PV-120029	7/12/11	#0467-001266621		010-0000-0-0000-8200-5506-44-0000		70.00			
		PV-120030	7/12/11	#0467-001266587		010-0000-0-3200-8200-5506-46-0000		125.00			
			7/12/11	#0467-001266587		010-0000-0-4110-8200-5506-46-6390		125.00			
		PV-120031	7/12/11	#0467-001265931		010-0000-0-0000-8200-5506-43-0000		50.00			
			7/12/11	#0467-001265931		010-7230-0-0000-8200-5506-43-0000		50.00			
019296	ALVAREZ, ANABELLE	PV-120032	7/12/11	#3-0467-0201018	JULY	010-0000-0-0000-8200-5506-47-0000		250.00	3,899.26	3,899.26	
		LB-120047	7/12/11	7/1-12/15/2010		010-5640-0-8100-3140-5200-43-0000		131.50			
		LB-120048	7/12/11	1/4-5/26/11		010-5640-0-8100-3140-5200-43-0000		92.82			
		LB-120049	7/12/11	6/3-6/30/2011		010-5640-0-8100-3140-5200-43-0000		23.97	248.29	248.29	
013037	AM COPIERS, INC.	PO-120042	7/8/11	#26489		010-0000-0-0000-2700-5600-47-0000		350.00			
		PO-120043	7/8/11	#26490		010-0000-0-0000-2700-5600-47-0000		495.00	845.00	845.00	
020200	AMERICA'S TIRE CO	LB-120069	7/12/11	#1015536	JUNE	010-8150-0-0000-8110-4362-43-0000		39.81	39.81	39.81	
020169	AT & T MOBILITY	LB-120034	7/7/11	287026013584		010-0000-0-0000-7700-5800-43-0000		30.60	30.60	30.60	
015571	AT&T	LB-120033	7/7/11	370-3857	DIST	010-0000-0-0000-7200-5900-44-0000		48.97	48.97	48.97	
019781	AT&T	LB-120029	7/7/11	352-7571	TECH	010-0000-0-0000-7700-5900-43-0000		15.52			
		LB-120030	7/7/11	352-2134	DIST	010-0000-0-0000-7200-5900-44-0000		13.77			
		LB-120031	7/7/11	352-0344	DIST	010-0000-0-0000-7200-5900-44-0000		124.29	153.58	153.58	
020264	ATS PROJECT SUCCESS	PO-120089	7/12/11	#SES 1011-1		010-3010-0-1110-1000-5800-43-0000		660.00	660.00	660.00	
020036	BARTH & TOZER LLP	LB-120051	7/12/11	11397		250-0000-0-0000-7200-5830-44-0000		1,451.25			
		LB-120052	7/12/11	11392		250-0000-0-0000-7200-5830-44-0000		52.49	1,503.74	1,503.74	
020265	BATTERY BUILDERS INC.	LB-120050	7/12/11	261953		010-8150-0-0000-8110-4400-43-0000		4,796.96	4,796.96	4,796.96	
019604	BEAM SPEED INTERNET	PV-120024	7/8/11	#5435 J. VOGEL		010-0000-0-0000-7100-5800-44-0000		49.95	49.95	49.95	
015534	CALIBER	PO-120026	7/8/11	#26337		010-0000-0-0000-2700-4300-45-0000		147.90	147.90	147.90	
019285	CALIF.SCHOOLS DENTAL	PV-120017	7/7/11	JULY 2011		010-0000-0-0000-0000-9524-43-0000		20,888.00	20,888.00	20,888.00	
019286	CALIF.SCHOOLS VISION	PV-120018	7/7/11	JULY 2011		010-0000-0-0000-0000-9524-43-0000		5,402.00	5,402.00	5,402.00	

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Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
019721	CAL-TEST INC.	PV-120034	7/12/11	2011-50513		010-0000-0-0000-7200-5800-43-0000		39.95	39.95	39.95	
018963	COUNTY MOTOR PARTS	LB-120053	7/12/11	6/1-6/30/2011		010-7230-0-0000-3600-4360-43-0000		26.63			
			7/12/11	6/1-6/30/2011		010-7230-0-0000-3600-4360-43-0000		244.68			
			7/12/11	6/1-6/30/2011		010-8150-0-0000-8110-4390-43-0000		23.40			
			7/12/11	6/1-6/30/2011		010-7240-0-5770-3600-4360-43-0000		2.63	297.34	297.34	
010996	CUHSD-REVOLVING CASH	LB-120039	7/7/11	REIMBURSEMENT		353-7710-8-0000-8500-5800-43-0000		600.00	600.00	600.00	
014799	DB PUMP AND SUPPLY	LB-120054	7/12/11	5/3-6/13/2011		010-0000-0-0000-8200-4380-43-0000		110.11	110.11	110.11	
018917	DEMSEY, FILLIGER &	LB-120055	7/12/11	2090		010-0000-0-0000-7200-5800-44-0000		4,000.00	4,000.00	4,000.00	
019126	DESERT AUTO PLAZA	LB-120056	7/12/11	06/01-06/02/2011		010-7230-0-0000-3600-4360-43-0000		28.93			
			7/12/11	06/01-06/02/2011		010-8150-0-0000-8110-4390-43-0000		38.91			
			7/12/11	06/01-06/02/2011		010-7230-0-0000-3600-4360-43-0000		62.27	130.11	130.11	
019851	DIVISION OF STATE	PV-120039	7/12/11	FILE 13-H4		353-7710-8-0000-8500-6220-45-0000		4,356.00	4,356.00	4,356.00	
019453	EDUCATION LOGISTICS,	PV-120025	7/8/11	#091019 7/11-9/11		010-0000-0-0000-7200-4300-44-0000		238.00	238.00	238.00	
010270	EL CENTRO MOTORS	LB-120058	7/12/11	06/17-06/23/2011		010-7230-0-0000-3600-4360-43-0000		299.00	299.00	299.00	
010262	EL CENTRO, CITY OF	LB-120057	7/12/11	June		010-0000-0-0000-8200-5503-44-0000		139.74			
			7/12/11	June		010-5640-0-8100-8200-5503-43-0000		31.26			
			7/12/11	June		010-0000-0-0000-8200-5503-45-0000		1,139.90			
			7/12/11	June		010-0000-0-3200-8200-5503-46-0000		862.95			
			7/12/11	June		010-0000-0-4110-8200-5503-46-6390		862.95			
			7/12/11	June		010-0000-0-0000-8200-5503-47-0000		847.34			
			7/12/11	June		010-7230-0-0000-8200-5503-43-0000		95.81			
			7/12/11	June		010-0000-0-0000-8200-5503-43-0000		95.80	4,075.75	4,075.75	
011591	ELMS EQUIPMENT RENTAL	LB-120059	7/12/11	2083013, 2083611,		010-0000-0-0000-8200-5600-43-0000		508.90			
			7/12/11	2083013, 2083611,		010-0000-0-0000-8200-4380-43-0000		50.79	559.69	559.69	
014602	ENTERPRISE RENT-A-CAR	PV-120033	7/12/11	#D021447 JUNE		010-0000-0-3200-2700-5600-46-0000		207.77	207.77	207.77	
012416	FEDEX	LB-120060	7/12/11	7-554-54878		010-0014-0-1110-1000-5901-43-0000		24.83	24.83	24.83	
016125	GAS COMPANY	LB-120036	7/7/11	12432003 POOL		010-0000-0-0000-8200-5501-45-0000		2,941.15	2,941.15	2,941.15	
018461	HARTLINE, JESSE DOUGLAS	PV-120038	7/12/11	7/5-7/8/11		353-7710-8-0000-8500-6290-45-0000		3,000.00	3,000.00	3,000.00	

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Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
020155	HOLMAN COMPANY	PV-120019	7/7/11	JULY 2011		010-0000-0-0000-0000-9524-43-0000		776.25	776.25	776.25	
017821	HOME DEPOT CREDIT	LB-120061	7/12/11	5/31-6/23/2011		010-8150-0-0000-8110-4390-43-0000		2,205.10			
			7/12/11	5/31-6/23/2011		010-0000-0-0000-8200-4380-43-0000		72.85			
010014	IMPERIAL COUNTY HEALTH	LB-120070	7/12/11	5/31-6/23/2011		010-0000-0-0000-7700-4300-43-0000		96.92	2,374.87	2,374.87	
011033	IMPERIAL COUNTY OFFICE	LB-120037	7/12/11	#13605 JUNE		010-0000-0-0000-7200-5850-44-0000		75.00	75.00	75.00	
			7/7/11	#11-556 AMERICORPS		010-3011-0-1110-1000-5800-43-0000		3,577.50			
			7/7/11	#11-556 AMERICORPS		010-7091-0-1110-1000-5800-47-0000		1,788.75	5,366.25		
011033	IMPERIAL COUNTY OFFICE	PV-120027	7/11/11	#12-013 DEMARC.	*	010-0000-0-0000-7700-5800-43-0000		20,000.00	20,000.00	25,366.25	
010290	IMPERIAL IRRIGATION	LB-120035	7/7/11	50380155 CUHS		010-0000-0-0000-8200-5502-45-0000		13,401.25	13,401.25	13,401.25	
011111	IMPERIAL STORES	LB-120072	7/12/11	JUNE		010-8150-0-0000-8110-4390-43-0000		752.78			
			7/12/11	JUNE		010-0000-0-0000-8200-4380-43-0000		132.52	885.30	885.30	
010294	IMPERIAL VALLEY PAINT	LB-120073	7/12/11	JUNE		010-8150-0-0000-8110-4390-43-0000		4,975.47			
			7/12/11	JUNE		010-7230-0-0000-3600-4360-43-0000		55.30			
014369	IMPERIAL VALLEY PRESS	LB-120076	7/12/11	#312824B (110139		010-0000-0-1300-4200-4300-47-0000		48.94	5,079.71	5,079.71	
014369	IMPERIAL VALLEY PRESS	LB-120077	7/12/11	#10368446 JUNE		010-0000-0-0000-7200-5840-44-0000		137.15	137.15		
020087	INTEGRITY DOOR &	LB-120078	7/12/11	#10373257 JUNE	*	353-7710-8-0000-8500-5840-45-0000		1,914.06	1,914.06	2,051.21	
017492	KEENAN &	PV-120020	7/12/11	#144		010-8150-0-0000-8110-4390-43-0000		1,175.30	1,175.30	1,175.30	
018862	KEENAN &	PV-120021	7/7/11	JULY 2011		010-0000-0-0000-0000-9524-43-0000		449.78	449.78	449.78	
012771	KENNEDY'S FOR TIRES	LB-120080	7/12/11	JUNE		010-0000-0-0000-0000-9524-43-0000		230.46	230.46	230.46	
			7/12/11	JUNE		010-7230-0-0000-3600-4362-43-0000		514.63			
			7/12/11	JUNE		010-7230-0-0000-3600-5800-43-0000		115.00			
019457	LA BRUCHERIE IRRIGATION	LB-120081	7/12/11	JUNE		010-8150-0-0000-8110-4362-43-0000		69.57	699.20	699.20	
017715	LIN LINES, INC.	LB-120045	7/12/11	JUNE		010-0000-0-0000-8200-4380-43-0000		412.39	412.39	412.39	
019993	LOW VOLTAGE	LB-120082	7/11/11	#17277 (111033)		010-7220-0-1110-1000-5800-45-0000		1,026.00	1,026.00	1,026.00	
019095	LOWE'S BUSINESS	LB-120083	7/12/11	#11852 JUNE		010-8150-0-0000-8110-5800-43-0000		1,944.00	1,944.00	1,944.00	
019904	MAGIN, JEFF	LB-120043	7/12/11	JUNE		010-8150-0-0000-8110-4390-43-0000		43.95	43.95	43.95	
020219	MURDOCH, WALRATH &	LB-120085	7/8/11	LEADING/LEARNING		010-3010-0-1110-1000-5200-45-0000		13.04	13.04	13.04	
			7/12/11	JUNE		250-0000-0-0000-7200-5800-44-0000		2,500.00	2,500.00	2,500.00	

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Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
018756	NIELSEN CONSTRUCTION	LB-120086	7/12/11	#2		353-7710-8-0000-8500-6288-45-0000		74,873.68	74,873.68	74,873.68	
010314	OFFICE SUPPLY COMPANY	LB-120088	7/12/11	JUNE		010-0000-0-0000-7200-4300-44-0000		707.01			
			7/12/11	JUNE		010-8150-0-0000-8110-4350-43-0000		231.55			
		LB-120089	7/12/11	#442805-0 (110840)		010-0000-0-0000-2700-4350-45-0000		37.96			
		LB-120091	7/12/11	#443194-1 (110840)		010-0000-0-0000-2700-4350-45-0000		191.40			
		LB-120092	7/12/11	#443198-0 (110840)		010-0000-0-0000-2700-4350-45-0000		34.23			
		LB-120094	7/12/11	#443239-0 (110840)		010-0000-0-0000-2700-4350-45-0000		72.81			
		LB-120096	7/12/11	#443308-0 (111153)		010-0000-0-1560-1000-4300-43-7394		119.23			
		LB-120097	7/12/11	#443308-0 (111153)		010-0000-0-1560-1000-4300-43-7394		45.46	1,439.65	1,439.65	
018732	PRACTI-CAL, INC.	LB-120038	7/7/11	#18774		010-5640-0-1110-1000-5800-43-0000		63.06	63.06	63.06	
020158	RABOBANK VISA CARD	LB-120098	7/12/11	JUNE C.T.B.		010-0000-0-3200-2700-5200-46-0000		88.48			
			7/12/11	JUNE C.T.B.		010-0000-0-0000-7700-4300-43-0000		589.55			
			7/12/11	JUNE C.T.B.		010-0000-0-1110-1000-5200-43-7294		664.80			
			7/12/11	JUNE C.T.B.		010-7220-0-1566-1000-5200-47-0000		1,008.48	2,351.31	2,351.31	
020160	RABOBANK VISA CARD	LB-120099	7/12/11	JUNE C.M.		010-0000-0-0000-7200-5800-44-0000		400.00	400.00	400.00	
020267	RABOBANK VISA CARD	LB-120100	7/12/11	JUNE F.T.		010-8150-0-0000-8110-4390-43-0000		413.25	413.25	413.25	
010321	RADIO SHACK CORP.	LB-120046	7/12/11	12297,98,300		010-0000-0-0000-7700-4300-43-0000		114.13	114.13	114.13	
018843	RAMIREZ WOOD WORKING	LB-120101	7/12/11	#2011-6		010-0000-0-0000-7200-5800-44-0000		230.00	230.00	230.00	
019020	RUBIO, SERGIO	PV-120028	7/12/11	REIMBURSEMENT		010-0000-0-0000-7310-4300-47-0047		95.60	95.60	95.60	
018182	SEHI COMPUTER	LB-120041	7/8/11	#100069736		010-3010-0-1110-1000-4300-45-0000	E	136.12		136.12	
019972	SIEMENS INDUSTRY INC.	LB-120102	7/12/11	#5442048629 JUNE		010-8150-0-0000-8110-5800-43-0000		35,250.00	35,250.00	35,250.00	
020142	SIMNSA HEALTH PLAN	PV-120022	7/7/11	JULY 2011		010-0000-0-0000-0000-9524-43-0000		25,320.40	25,320.40	25,320.40	
017481	SISC III	PV-120023	7/7/11	JULY 2011		010-0000-0-0000-0000-9524-43-0000		165,378.34	165,378.34	165,378.34	
020131	SPRINT	LB-120103	7/12/11	#322908316-115		010-0000-0-0000-7200-5903-44-0000		1,409.37			
			7/12/11	#322908316-115		010-7230-0-0000-3600-5903-43-0000		40.04	1,449.41	1,449.41	
017872	STAPLES BUSINESS	PO-120019	7/12/11	#3157325169		010-3310-0-5770-1120-4300-45-0000		291.02			
			7/12/11	#3157325170		010-3310-0-5770-1120-4300-45-0000		22.61			
		PO-120057	7/12/11	#3157325171		010-0000-0-1545-1000-4300-45-0045		194.30	507.93	507.93	

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
017143	STATE BOARD OF	LB-120040	7/7/11	2nd QTR SALES TAX		130-5310-0-0000-3700-4700-45-0000		129.00			
			7/7/11	2nd QTR SALES TAX		130-5310-0-0000-3700-4700-47-0000		122.00	251.00	251.00	
015447	TERRIQUEZ, MARIA R.	LB-120032	7/7/11	HEALTH SCIENCE		010-6378-0-1110-1000-5200-47-0000		88.70	88.70	88.70	
015873	TRANE COMPANY	LB-120104	7/12/11	#5426657R1		010-8150-0-0000-8110-4400-43-0000		619.64	619.64	619.64	
019386	TRI-ED DISTRIBUTION INC.	LB-120044	7/8/11	#102296433		010-0000-0-0000-7700-4300-43-0000		113.32	113.32	113.32	
014752	UPS	LB-120106	7/12/11	#866031271		010-0000-0-0000-7200-5901-44-0000		7.13			
			7/12/11	#866031271		010-0000-0-0000-8110-5901-43-0000		40.00	47.13	47.13	
020146	URIE, SAMUEL	LB-120042	7/8/11	CATA CONFERENCE		010-3550-0-1110-1000-5200-47-0000		92.88	92.88	92.88	
012225	XEROX CORPORATION	LB-120062	7/12/11	055852840		010-0000-0-0000-7100-5600-44-0000	E	78.00			
		LB-120063	7/12/11	055953489		010-0000-0-0000-7200-5600-44-0000	E	333.59			
		LB-120064	7/12/11	055852841		010-0000-0-0000-7200-4400-44-0000	E	93.00			
		LB-120065	7/12/11	055852865 June		010-0000-0-0000-7200-5600-44-0000	E	309.92			
		LB-120068	7/12/11	055852870		010-0000-0-0000-7200-5600-44-0000	E	845.90			
		LB-120071	7/12/11	055953505		010-0000-0-0000-7700-5600-43-0000	E	133.95			
		LB-120074	7/12/11	055953511		010-8150-0-0000-8110-5600-43-0000	E	208.25			
		LB-120075	7/12/11	056009226		010-0000-0-0000-2700-5600-45-0000	E	1,016.04			
		LB-120084	7/12/11	056009220		010-0000-0-0000-2700-5600-45-0000	E	119.16			
		LB-120087	7/12/11	056009222		010-0000-0-0000-2700-5600-45-0000	E	146.49			
		LB-120090	7/12/11	056009224		010-0000-0-0000-2700-5600-45-0000	E	98.55			
		LB-120093	7/12/11	056009228		010-0000-0-0000-2700-5600-45-0000	E	65.21			
		LB-120095	7/12/11	056009230		010-0000-0-0000-2700-5600-45-0000	E	270.24			
		LB-120105	7/12/11	055852859		010-0000-0-0000-2700-5600-47-0000	E	66.00			
		LB-120107	7/12/11	055852843 April		010-0000-0-0000-2700-5600-47-0000	E	26.00			
		LB-120108	7/12/11	055852860		010-0000-0-0000-2700-5600-47-0000	E	66.00			
		LB-120109	7/12/11	055852871		010-0000-0-0000-2700-5600-45-0000	E	45.00			
		LB-120110	7/12/11	055953499		010-5640-0-8100-3140-5600-43-0000	E	109.27			
		PO-120015	7/12/11	#115250880		010-0000-0-0000-2700-4300-45-0000	E	1,525.74			
		PV-120035	7/12/11	056009229		010-0000-0-0000-2700-5600-45-0000	E	857.10			

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Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag	
012225	XEROX CORPORATION	PV-120036	7/12/11	0555852842	July	010-0000-0-0000-2700-5600-45-0000	E	47.20				
		PV-120037	7/12/11	056009231		010-0000-0-0000-2700-5600-45-0000	E	857.09		7,317.70		
								<b>Total Checks:</b>	427,256.91			
								<b>Total EPayments:</b>	7,453.82			
								<b>Total Accounts Payable:</b>	434,710.73			

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
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District APY Cash Verification as of 7/12/2011 at 11:34 AM

Fund	Current Cash	Pending APY Expenses	Pending Payroll Expenses	Future Expenses	Cash Available after Expenses
010	5,043,998.27	345,712.25	0.00	0.00	4,698,286.02
130	68,630.75	251.00	0.00	0.00	68,379.75
250	367,567.53	4,003.74	0.00	0.00	363,563.79
353	6,589,600.05	84,743.74	0.00	0.00	6,504,856.31

It is hereby ordered that payment be made to the vendors indicated as per requisition or claims on this report totaling \$434,710.73 except as noted here below.

  
 Authorizing Signature      7/12/11      Date

\_\_\_\_\_  
 Authorizing Signature      Date



ACCOUNTS PAYABLE PRELIST  
Date Paid: 7/19/2011

APY500

7/19/2011

9:00 AM

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
019400	ADAMS REPAIR SHOP	LB-120111	7/14/11	# 12977 JUNE		010-7240-0-5770-3600-5800-43-0000		157.69	157.69	157.69	
017699	ADMIN. SOFTWARE	PO-120075	7/18/11	# 3453		010-0000-0-4110-2700-5600-46-6390		3,900.00	3,900.00	3,900.00	
019347	AMERICAN EMBROIDERY &	LB-120116	7/18/11	# 2700 (PO 110413)		010-7220-0-1110-1000-4300-45-0000		1,523.58	1,523.58	1,523.58	
017729	ANIXTER INC.	PO-120030	7/18/11	# 187-323613		010-0000-0-0000-7700-4300-43-0000		565.90	565.90		
017729	ANIXTER INC.	PO-120030	7/18/11	# 187-323534	*	010-0000-0-0000-7700-4300-43-0000		629.29	629.29	1,195.19	
019837	ARAMARK UNIFORM	LB-120121	7/18/11	JUNE (#1001)		010-0000-0-0000-8200-5890-45-0000		240.58	240.58	240.58	
019843	ARAMARK UNIFORM	LB-120126	7/19/11	JUNE (#1008)		010-0000-0-0000-8200-5890-47-0000		212.89	212.89	212.89	
019835	ARAMARK UNIFORM	LB-120119	7/18/11	38491003		130-5310-0-0000-3700-5800-45-0000		117.76	117.76	117.76	
019839	ARAMARK UNIFORM	LB-120122	7/19/11	JUNE (#1004)		010-0000-0-0000-8200-5504-45-0000		330.55	330.55	330.55	
019840	ARAMARK UNIFORM	LB-120123	7/19/11	JUNE (#1005)		010-0000-0-0000-8200-5890-43-0000		469.62	469.62	469.62	
019841	ARAMARK UNIFORM	LB-120124	7/19/11	JUNE (#1006)		010-7230-0-0000-8200-5504-43-0000		188.82	188.82	188.82	
019842	ARAMARK UNIFORM	LB-120125	7/19/11	JUNE (#1007)		010-7230-0-0000-3600-5890-43-0000		366.88	366.88	366.88	
019844	ARAMARK UNIFORM	LB-120127	7/19/11	JUNE (#1009)		010-0000-0-0000-8200-5504-47-0000		165.28	165.28	165.28	
014442	AUDIOMED INC.	PO-120066	7/18/11	# 75788		010-5640-0-8100-3140-5800-43-0000		175.00	175.00	175.00	
019933	AUTOZONE INC.	LB-120128	7/19/11	JUNE		010-7230-0-0000-3600-4360-43-0000		277.07			
			7/19/11	JUNE		010-7230-0-0000-3600-4360-43-0000		250.11			
			7/19/11	JUNE		010-8150-0-0000-8110-4390-43-0000		81.51	608.69	608.69	
018193	BAUDVILLE, INC.	PO-120017	7/18/11	# 2281621		010-0000-0-0000-2700-4300-45-0000		150.40	150.40	150.40	
015534	CALIBER	PO-120092	7/18/11	PO 120092		010-5819-0-7110-1000-4300-43-0000		808.13	808.13	808.13	
016451	CALIF. EDUCATIONAL	PO-120022	7/18/11	PO 120022		010-0000-0-0000-2700-4300-45-0000		163.62	163.62	163.62	
014532	CALIFORNIA DEPT. OF	LB-120118	7/18/11	INTEREST EARNED		010-0000-0-0000-7300-5800-43-0000		2,814.44	2,814.44	2,814.44	
019721	CAL-TEST INC.	PV-120040	7/14/11	# 2011-50511 JULY		010-0000-0-0000-7200-5800-43-0000		39.95	39.95	39.95	
018377	CDW GOVERNMENT, INC.	PO-120059	7/18/11	# XWGI183		010-0000-0-0000-7700-4300-43-0000		206.61	206.61	206.61	
017834	CENTRATION INC.	PV-120041	7/14/11	# 0007754-IN		010-0000-0-0000-7200-5800-44-0000		3,250.00	3,250.00	3,250.00	
020004	CRS ADVANCED	PV-120051	7/19/11	# SF1112456 7/11		010-0000-0-0000-7200-5800-44-0000		455.00	455.00	455.00	
019388	DANA INN ON MISSION BAY	PO-120101	7/18/11	1380523 ESTRADA		010-0000-0-1525-1000-5200-47-0000		195.02	195.02	195.02	
018668	DATA MANAGEMENT, INC.	PO-120018	7/18/11	# 1302100		010-0000-0-0000-2700-4300-45-0000		242.91	242.91	242.91	
016787	DELL MARKETING L.P.	PO-120062	7/18/11	XFD173N45		010-0000-0-3200-2700-4350-46-0000		366.21			

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ACCOUNTS PAYABLE PRELIST  
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Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
016787	DELL MARKETING L.P.	PO-120072	7/18/11	XFD3KXFC3 +2		010-0000-0-0000-7700-5800-43-0000		9,825.72	10,191.93		
016787	DELL MARKETING L.P.	PO-120058	7/18/11	XFD2773T2	*	010-0000-0-0000-7700-5800-43-0000		261.26	261.26	10,453.19	
019126	DESERT AUTO PLAZA	PO-120103	7/19/11	2010 GMC TRUCK		010-8150-0-0000-8110-6400-43-0000		16,855.30	16,855.30	16,855.30	
018710	DESERT SERVICES, INC.	PV-120050	7/19/11	#220939 7/1-15/11		010-0000-0-0000-8300-5800-45-0000		858.00			
016906	DIGITAL-THE FRUTH	LB-120112	7/19/11	#220939 7/1-15/11		010-0000-0-0000-8300-5800-47-0000		858.00	1,716.00	1,716.00	
016942	FOLLETT EDUCATIONAL	PO-120067	7/14/11	#381833 4/4-7/5/11		010-0000-0-4110-2700-5600-46-6390		91.29	91.29	91.29	
016942	FOLLETT EDUCATIONAL	PO-120021	7/18/11	#1133668A		010-6300-0-1110-1000-4100-43-0000		1,564.69	1,564.69		
019959	GIGA KOM	PO-120060	7/18/11	#EM117014	*	010-0000-0-1110-1000-4100-47-0047		13,040.33	13,040.33	14,605.02	
019516	HARLAND TECHNOLOGY	PV-120052	7/19/11	#12901612		010-0000-0-0000-2700-5600-47-0000		6,385.52	6,385.52	6,385.52	
018461	HARTLINE, JESSE DOUGLAS	PV-120053	7/19/11	#12901612		010-0000-0-0000-2700-5600-47-0000		629.00	1,110.00	1,110.00	
010393	HOUGHTON MIFFLIN CO.	PO-120065	7/19/11	7/11-15 &		353-7710-8-0000-8500-6290-45-0000		3,750.00			
019521	K-C WELDING & RENTALS	LB-120113	7/19/11	7/11-15 &		353-7710-8-0000-8500-6290-45-0000		2,025.00	5,775.00	5,775.00	
018002	KJOS MUSIC CO., NEIL A.	PO-120028	7/18/11	#9475274526		010-6300-0-1110-1000-4100-43-0000		5,904.33	5,904.33	5,904.33	
017015	LESLIE'S POOL SUPPLIES	PV-120054	7/14/11	#152638 JUNE		010-8150-0-0000-8110-4390-43-0000		31.54	31.54	31.54	
019858	MERTEN, MERRITT	PV-120049	7/18/11	#663474		010-7220-0-1566-1000-4300-47-0000		52.43	52.43	52.43	
014103	MISSION JANITORIAL	PV-120042	7/19/11	#00652-047589 JULY		010-8150-0-0000-8110-4390-43-0000		107.71			
017406	MSA TERMITE SYSTEMS	PV-120047	7/19/11	#652-48172 JULY		010-8150-0-0000-8110-4390-43-0000		320.09	427.80	427.80	
019642	NCS PEARSON, INC.	PO-120009	7/18/11	BUDGET WORKSHOP		010-0000-0-0000-7200-5200-44-0000		123.21	123.21	123.21	
			7/14/11	#261743-02		010-0000-0-0000-8200-4380-43-0000	E	6.68			
			7/14/11	#256802-00		010-0000-0-0000-8200-4380-43-0000	E	79.01			
			7/14/11	#265119-00		010-0000-0-0000-8200-4380-43-0000	E	454.17			
			7/14/11	#259787-01		010-0000-0-0000-8200-4380-43-0000	E	819.05			
			7/18/11	JULY 2011		010-0000-0-0000-8200-5500-43-0000		700.00	700.00	700.00	
			7/18/11	#73173394		010-3310-0-5770-1110-4300-45-0000		172.68			
			7/18/11	#73173394		010-3310-0-5770-1110-4300-47-0000		172.68			
			7/18/11	#73172050		010-3310-0-5770-1110-4300-45-0000		639.29			
			7/18/11	#73172050		010-3310-0-5770-1110-4300-47-0000		639.30	1,623.95	1,623.95	

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Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
015689	ONESOURCE	LB-120114	7/14/11	JUNE		010-8150-0-0000-8110-4390-43-0000		1,792.27	1,792.27	1,792.27	
017127	PIONEER/BRAWLEY	PO-120023	7/19/11	# 3945		010-0000-0-0000-2700-5800-45-0000		518.51			
019956	PITNEY BOWES GLOBAL	LB-120132	7/19/11	# 5638011-jy11		010-0000-0-0000-2700-5800-45-0000		490.59	1,009.10	1,009.10	
		LB-120133	7/19/11	# 5638029-JY11		010-0000-0-0000-2700-5600-45-0000		560.00			
		PV-120056	7/19/11	# 5638011-JY11	JULY	010-0000-0-0000-2700-5600-47-0000		280.00			
		PV-120057	7/19/11	# 5638029-JY11	JULY	010-0000-0-0000-2700-5600-45-0000		280.00	1,680.00	1,680.00	
019514	PITNEY BOWES- RESERVE	PO-120041	7/19/11	SHS POSTAGE		010-0000-0-0000-2700-5901-47-0000		10,000.00	10,000.00	10,000.00	
018732	PRACTI-CAL, INC.	PV-120048	7/18/11	# 18867		010-5640-0-1110-1000-5800-43-0000		46.24	46.24	46.24	
017917	PRINT TO MAIL DOC.	PO-120008	7/18/11	# 0016943		010-0000-0-0000-2700-5800-45-0000		594.00	594.00	594.00	
017727	PYRO-COMM SYSTEMS INC.	LB-120129	7/19/11	# 58965		010-8150-0-0000-8110-4390-43-0000		792.04	792.04	792.04	
010024	SHELL OIL COMPANY	LB-120115	7/14/11	# 8000042476107	JUNE	010-6378-0-1110-1000-5200-47-0000		314.25			
			7/14/11	# 8000042476107	JUNE	010-0000-0-1325-4200-5200-45-0000		59.16			
			7/14/11	# 8000042476107	JUNE	010-0000-0-0000-7700-4361-43-0000		74.59			
			7/14/11	# 8000042476107	JUNE	010-0000-0-1306-4200-5200-45-0000		50.57			
			7/14/11	# 8000042476107	JUNE	010-0000-0-1300-4200-5200-45-0000		67.73			
			7/14/11	# 8000042476107	JUNE	010-3010-0-1110-1000-5200-45-0000		76.59			
			7/14/11	# 8000042476107	JUNE	010-0000-0-3200-2700-5200-46-0000		86.68	729.57	729.57	
020070	SPARKLETT'S	LB-120117	7/18/11	45493999443905		010-0000-0-1110-1000-5600-43-6091		12.50	12.50	12.50	
015935	STAPLES CREDIT PLAN	LB-120134	7/19/11	# 48168	JUNE	010-8150-0-0000-8110-4350-43-0000		116.28			
		LB-120135	7/19/11	# 13435 (110014)		010-0000-0-0000-2700-4350-45-0000		91.30	207.58	207.58	
013180	STATE BOARD OF	LB-120130	7/19/11	4/1-6/30/11	SALES TAX	010-0000-0-0000-0000-9503-00-0000		4,284.00			
			7/19/11	4/1-6/30/11	SALES TAX	110-0000-0-0000-0000-9503-00-0000		2.00	4,286.00	4,286.00	
015447	TERRIQUEZ, MARIA R.	LB-120120	7/18/11	7/10-6/11	MILEAGE	010-0000-0-0000-2100-5200-44-0000		44.44	44.44	44.44	
019386	TRI-ED DISTRIBUTION INC.	PO-120073	7/18/11	102328165, 522		010-0000-0-0000-7200-4300-44-0000		1,491.52	1,491.52	1,491.52	
019247	UNITED STATES TREASURY	PV-120046	7/18/11	95-6000550		010-0000-0-0000-7200-5800-44-0000		636.39	636.39	636.39	

Total Checks: 107,154.84  
 Total EPayments: 1,358.91  
 Total Accounts Payable: 108,513.75

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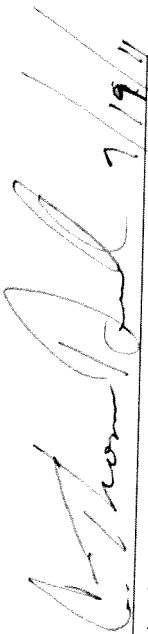
Date Paid: 7/19/2011

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
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District APY Cash Verification as of 7/19/2011 at 9:00 AM

Fund	Current Cash	Pending APY Expenses	Pending Payroll Expenses	Future Expenses	Cash Available after Expenses
010	4,568,675.78	102,618.99	0.00	0.00	4,466,056.79
110	112,615.96	2.00	0.00	0.00	112,613.96
130	257,516.38	117.76	0.00	0.00	257,398.62
353	6,469,387.19	5,775.00	0.00	0.00	6,463,612.19

It is hereby ordered that payment be made to the vendors indicated as per requisition or claims on this report totaling \$108,513.75 except as noted here below.

  
 Authorizing Signature \_\_\_\_\_ Date 7/19/11

\_\_\_\_\_  
 Authorizing Signature \_\_\_\_\_ Date \_\_\_\_\_

Date Paid: 7/26/2011

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	E Pay	Payment Amount	Check Amount	Vendor Total	Aud Fla
018479	AADVANCED WIRELESS	PV-120060	7/22/11	ELCEAIN4412		010-8150-0-0000-8110-4390-43-0000		21.44	21.44	21.44	
010582	ACCREDITING COMM. FOR	PV-120058	7/21/11	4000474,75,76,77		010-0000-0-0000-2700-5800-45-0000		756.00			
			7/21/11	4000474,75,76,77		010-0000-0-0000-2700-5800-47-0000		756.00			
			7/21/11	4000474,75,76,77		010-0000-0-3200-2700-5800-46-0000		756.00			
018940	ACTION PUBLISHING INC.	PV-120059	7/21/11	4000474,75,76,77		010-0000-0-4110-2700-5800-46-6390		756.00	3,024.00	3,024.00	
019742	AIRPEAK	PV-120061	7/21/11	# 56455 (111037)		010-7220-0-1110-1000-4300-45-0000		410.62	410.62	410.62	
019921	ALL SECURITY	PO-120068	7/25/11	# 792441 AUG.		010-7230-0-0000-3600-5903-43-0000		484.52	484.52	484.52	
			7/21/11	# 4119		010-0000-0-0000-7700-4400-43-0000		1,409.06			
			7/21/11	# 4119		010-0000-0-0000-7700-4300-43-0000		190.16	1,599.22	1,599.22	
019838	ARAMARK UNIFORM	LB-120136	7/21/11	38491002 AUTO		010-3550-0-1110-1000-5800-45-0000		43.52	43.52	43.52	
019781	AT&T	LB-120139	7/25/11	352-9772 FRC		010-5640-0-8100-8200-5900-43-0000		68.53	68.53	68.53	
018110	ATKINSON, ANDELSON,	LB-120142	7/25/11	# 384819 JUNE		010-0000-0-0000-7100-5830-44-0000		101.50	101.50	101.50	
013797	BAKER MUSIC, CLARK	PO-120094	7/21/11	# 100359		010-0000-0-1521-1000-5600-45-0000		499.63	499.63	499.63	
019641	BARRERA, RAMON	LB-120151	7/26/11	MILEAGE 6/11		010-0000-0-0000-7700-5200-43-0000		57.01	57.01	57.01	
018738	C.A.S.H.	PV-120062	7/25/11	# 2011 - 07 - 11 7/11-6		010-0000-0-0000-7200-5800-44-0000		323.00	323.00	323.00	
018377	CDW GOVERNMENT, INC.	PO-120090	7/21/11	# XXZ8843		010-0000-0-0000-7700-4300-43-0000		620.53	620.53	620.53	
019000	CHEVRON & TEXACO	LB-120143	7/25/11	# 30721199 JUNE		010-0000-0-3200-2700-5200-46-0000		9.67			
			7/25/11	# 30721199 JUNE		010-6378-0-1110-1000-5200-47-0000		196.51			
			7/25/11	# 30721199 JUNE		010-0000-0-1325-4200-5200-45-0000		55.42	261.60	261.60	
020250	CREATIVE BUS SALES INC.	LB-120144	7/25/11	# 32656 NEW BUS		010-7230-0-0000-3600-6400-43-0000		175,728.12	175,728.12	175,728.12	
019304	CUMMINS CAL PACIFIC, LLC	PV-120063	7/25/11	# 008-9476 JULY		010-7230-0-0000-3600-5800-43-0000		488.11	488.11	488.11	
016787	DELL MARKETING L.P.	PO-120096	7/21/11	XFD744P76		010-0000-0-0000-7700-4300-43-0000		603.18	603.18	603.18	
010668	EBSCO SUBSCRIPTION	PO-120054	7/21/11	# 0344663		010-3010-0-1110-1000-5800-45-0000		455.86	455.86	455.86	
011409	EMPLOYMENT	LB-120140	7/25/11	DE 9423 6/11		010-0000-0-0000-0000-9525-43-0000		40,616.46	40,616.46	40,616.46	
019906	FARONICS TECHNOLOGIES,	PO-120098	7/21/11	INUS0108125		010-0000-0-0000-7700-5800-43-0000		1,785.00	1,785.00	1,785.00	
017013	FERGUSON ENTERPRISES	LB-120147	7/25/11	JUNE		010-8150-0-0000-8110-4390-43-0000		214.36	214.36	214.36	
016942	FOLLETT EDUCATIONAL	PO-120067	7/21/11	# 11336688		010-6300-0-1110-1000-4300-43-0000		108.04			
			7/21/11	# 1136778A		010-6300-0-1110-1000-4100-43-0000		1,367.35	1,475.39	1,475.39	

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ACCOUNTS PAYABLE PRELIST

Date Paid: 7/26/2011

APY500

7/26/2011

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Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Auc	Flt
018461	HARTLINE, JESSE DOUGLAS	PV-120064	7/25/11	7/18-22 & 7/18-19/11		353-7710-8-0000-8500-6290-45-0000		3,750.00				
020222	HEWLETT-PACKARD CO.	PO-120074	7/25/11	7/18-22 & 7/18-19/11		353-7710-8-0000-8500-6290-45-0000		1,350.00	5,100.00	5,100.00		
018353	HMC	LB-120145	7/25/11	30329825-001		130-5310-8-0000-3700-4300-45-0000		1,046.46	1,046.46	1,046.46		
		LB-120146	7/25/11	#99405 JUNE		353-7710-8-0000-8500-6210-45-0000		19,689.00				
019884	IMP. CO. PUBLIC HEALTH	LB-120137	7/21/11	#99503 JUNE		353-7710-8-0000-8500-6210-45-0000		6,754.57	26,443.57	26,443.57		
		LB-120138	7/21/11	AR0000703 4/11-6/11		130-5310-0-0000-3700-5800-45-0000		136.80				
020247	MacMILLAN PUBLISHING	PO-120036	7/21/11	AR0003502 4/11-6/11		130-5310-0-0000-3700-5800-47-0000		63.26	200.06	200.06		
014103	MISSION JANITORIAL	PV-120065	7/25/11	#62602004		010-6300-0-1110-1000-4300-43-0000		800.63	800.63	800.63		
019895	NAT` L GEOGRAPHIC	PO-120083	7/22/11	#2660171-00		010-0000-0-0000-8200-4380-43-0000	E	1,201.28		1,201.28		
		PO-120084	7/25/11	INV387181		010-6300-0-1110-1000-4100-43-0000		4,105.47				
017014	PEARSON EDUCATION	PO-120035	7/25/11	INV387180		010-6300-0-1110-1000-4100-43-0000		4,105.47				
017127	PIONEER/BRAWLEY	PO-120037	7/22/11	INV387442		010-6300-0-1110-1000-4100-43-0000		4,005.35				
		PO-120045	7/25/11	INV387447		010-6300-0-1110-1000-4100-43-0000		4,005.35				
		PO-120048	7/21/11	BK63958424		010-6300-0-1110-1000-4100-43-0000		497.45	16,221.64	16,221.64		
		PO-120069	7/25/11	#3947		010-0000-0-0000-2700-5800-47-0000		299.53	497.45	497.45		
		PO-120077	7/25/11	#3948		010-0000-0-0000-2700-5800-47-0000		215.77				
		PO-120106	7/21/11	#3949		010-0000-0-0000-2700-5800-47-0000		355.62	870.92	870.92		
013340	RIDDELL, INC.	PO-120048	7/21/11	#60164668		010-0000-0-1325-4200-4300-45-0000		957.71				
		PO-120079	7/21/11	#93820244		010-0000-0-1325-4200-4300-45-0000		371.05				
015406	SCSBOA	PO-120106	7/21/11	#93823448		010-0000-0-1325-4200-4300-47-0000		6,124.99	7,453.75	7,453.75		
018182	SEHI COMPUTER	PO-120020	7/21/11	RENEE BAKER 2011/12		010-0000-0-1521-1000-5300-45-0000		100.00	100.00	100.00		
		PO-120061	7/21/11	#100070042		010-3310-0-5770-1120-4300-45-0000		690.91				
011224	SKEELS & COMPANY,	PV-120066	7/25/11	#100070090		010-3310-0-5770-1110-4300-45-0000		143.82				
		PV-120067	7/25/11	#38336		010-8150-0-0000-8110-4390-43-0000		295.55	1,130.28	1,130.28		
019386	TRI-ED DISTRIBUTION INC.	PO-120079	7/25/11	#38414		010-3010-0-1110-1000-4300-47-0000		74.32				
012225	XEROX CORPORATION	LB-120148	7/21/11	102334935		010-8150-0-0000-8110-4390-43-0000		14.48	88.80	88.80		
			7/21/11	102334935		010-0000-0-0000-7700-4300-43-0000		29.22	29.22	29.22		
			7/25/11	#056032162 JUNE		010-6500-0-5770-2700-5600-43-0000	E	151.76				

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**ACCOUNTS PAYABLE PRELIST**

APY500

7/26/2011

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\*\*\* FINAL \*\*\*

Date Paid: 7/26/2011


Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audi	Fla
012225	XEROX CORPORATION	LB-120149	7/25/11	#056052412	JUNE	010-0000-0-0000-2700-5600-47-0000	E	322.08				
		LB-120150	7/25/11	#056052415	JUNE	010-0000-0-0000-2700-5600-47-0000	E	87.00				
		PV-120068	7/25/11	#056052415	JULY	010-0000-0-0000-2700-5600-47-0000	E	87.00				
015030	ZINN, MARY	LB-120141	7/25/11	LUNCH REIMB.		130-5310-0-0000-3700-5800-47-0000		14.50	14.50	647.84	14.50	
								<b>Total Checks:</b>	288,878.88			
								<b>Total EPayments:</b>	1,849.12			
								<b>Total Accounts Payable:</b>	290,728.00			

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Aud Fla
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District APY Cash Verification as of 7/26/2011 at 9:39 AM

Fund	Current Cash	Pending APY Expenses	Pending Payroll Expenses	Future Expenses	Cash Available after Expenses
010	6,331,434.71	257,923.41	0.00	640,363.96	5,433,147.34
110	130,033.31	0.00	0.00	2,224.70	127,808.61
130	401,888.75	1,261.02	0.00	6,208.52	394,419.21
353	6,463,668.57	31,543.57	0.00	0.00	6,432,125.00

It is hereby ordered that payment be made to the vendors indicated as per requisition or claims on this report totaling \$290,728.00 except as noted here below.

  
 Authorizing Signature \_\_\_\_\_ Date 7/27/11

\_\_\_\_\_  
 Authorizing Signature \_\_\_\_\_ Date \_\_\_\_\_



Date Paid: 8/2/2011

\*\*\* FINAL \*\*\*

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
015894	APPLIED INDUSTRIAL	PV-120097	8/2/11	#84641089		010-8150-0-0000-8110-4390-43-0000		83.61	83.61	83.61	
019781	AT&T	PV-120082	7/28/11	336-4300 CUHS		010-0000-0-0000-2700-5900-45-0000		992.02			
014628	AVILA, CATHERINE	PV-120083	7/28/11	336-4100 SHS		010-0000-0-0000-2700-5900-47-0000		1,738.07	2,730.09	2,730.09	
020248	BAKER DISTRIBUTING	PV-120096	8/2/11	AP BY THE SEA		010-0000-0-1555-1000-5200-47-0000		58.27	58.27	58.27	
010253	BLACKMAN PLUMBING	PV-120137	8/2/11	JULY		010-8150-0-0000-8110-4390-43-0000		626.16	626.16	626.16	
019285	CALIF.SCHOOLS DENTAL	PV-120093	8/2/11	# 1 PLUMBING		353-7710-8-0000-8500-6270-45-0000		102,325.28	102,325.28	102,325.28	
019286	CALIF.SCHOOLS VISION	PV-120092	8/1/11	AUGUST		010-0000-0-0000-0000-9524-43-0000		20,888.00	20,888.00	20,888.00	
018404	CAL-TEST INC.	PV-120099	8/2/11	#2011-51016 AUGUST		010-0000-0-0000-0000-9524-43-0000		5,402.00	5,402.00	5,402.00	
019721	CAL-TEST INC.	PV-120100	8/2/11	#2011-50882 AUGUST		010-7230-0-0000-3600-5850-43-0000		39.95	39.95	39.95	
013966	COSTCO	PO-120104	8/2/11	#26081		010-0000-0-0000-7200-5800-43-0000		39.95	39.95	39.95	
010996	CUHSD-REVOLVING CASH	PV-120086	8/1/11	REIMBURSEMENT		010-0000-0-0000-2700-4350-45-0000		86.73	86.73	86.73	
019661	DE LAGE LANDEN	PV-120101	8/2/11	#10264253		010-7220-0-1566-1000-5200-47-0000		326.00	326.00	326.00	
019126	DESERT AUTO PLAZA	PV-120102	8/2/11	#10264269		010-0000-0-4110-2700-5600-46-6390		1,229.29			
018710	DESERT SERVICES, INC.	PV-120103	8/2/11	JULY		010-0000-0-0000-2700-5600-47-0000		1,480.49	2,709.78	2,709.78	
020277	DIESEL POLLUTION	PV-120104	8/2/11	#221033 4/16-31/11		010-8150-0-0000-8110-4390-43-0000		123.62	123.62	123.62	
016942	FOLLETT EDUCATIONAL	PV-120085	7/28/11	1133668A (120067)		010-0000-0-0000-8300-5800-45-0000		936.00			
011576	FREE FORM CLAY & SUPPLY	PO-120025	8/2/11	#221033 4/16-31/11		010-0000-0-0000-8300-5800-47-0000		936.00	1,872.00	1,872.00	
019767	FRUTH GROUP INC.	PV-120105	8/2/11	#1852		010-7230-0-0000-3600-5800-43-0000		450.00	450.00	450.00	
015620	GAS COMPANY	PV-120075	8/1/11	#56070		010-6300-0-1110-1000-4100-43-0000		14.52	14.52	14.52	
016125	GAS COMPANY	PV-120077	8/2/11	#10258928		010-0000-0-1435-1000-4300-45-0000		1,109.50	1,109.50	1,109.50	
016126	GAS COMPANY	PV-120076	7/28/11	11632701 CUHS		010-0000-0-3200-2700-5600-46-0000		477.95	477.95	477.95	
016127	GAS COMPANY	PV-120078	7/28/11	12432003 POOL		010-0000-0-0000-8200-5501-45-0000		14.79	14.79	14.79	
019983	GCR TIRE CENTERS	PV-120144	7/28/11	12172486 CUHS		010-0000-0-0000-8200-5501-45-0000		16.92	16.92	16.92	
015305	GIBSON & SCHAEFER INC.	PV-120106	7/28/11	10138958 SHS		010-0000-0-0000-8200-5501-45-0000		17.98	17.98	17.98	
			7/28/11	10138958 SHS		010-0000-0-0000-8200-5501-47-0000		352.97			
			8/2/11	#832-4432 JULY		130-5310-0-0000-8200-5501-47-0000		117.65	470.62	470.62	
			8/2/11	#48283 JULY		010-7230-0-0000-3600-5800-43-0000		75.43	75.43	75.43	
			8/2/11	#48283 JULY		010-8150-0-0000-8110-4390-43-0000		85.12			

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**ACCOUNTS PAYABLE PRELIST**  
Date Paid: 8/2/2011

APY500

8/2/2011

11:23 AM

\*\*\* FINAL \*\*\*

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	E Pay	Payment Amount	Check Amount	Vendor Total	Audit Flag
015305	GIBSON & SCHAEFER INC.	PV-120106	8/2/11	#48283 JULY		010-8150-0-0000-8110-5800-43-0000		45.00	130.12	130.12	
018461	HARTLINE, JESSE DOUGLAS	PV-120107	8/2/11	7/25-29/11		353-7710-8-0000-8500-6290-45-0000		3,750.00	3,750.00	3,750.00	
020222	HEWLETT-PACKARD CO.	PO-120074	7/28/11	30329640-003		130-5310-8-0000-3700-4400-45-0000		17,506.14	17,506.14	17,506.14	
020155	HOLMAN COMPANY	PV-120095	8/1/11	AUGUST		010-0000-0-0000-0000-9524-43-0000		776.25	776.25	776.25	
010393	HOUGHTON MIFFLIN CO.	PO-120080	7/28/11	947329789		010-6300-0-1110-1000-4100-43-0000		5,081.76	5,081.76	5,081.76	
011033	IMPERIAL COUNTY OFFICE	LB-120152	7/28/11	#12-040 LEGAL 10/11		010-0000-0-0000-7200-5200-44-0000		257.50			
010290	IMPERIAL IRRIGATION	PV-120084	7/28/11	#12-030 DEMARC.		010-0000-0-0000-7700-5800-43-0000		2,000.00	2,257.50	2,257.50	
		PV-120069	7/28/11	CUHS (14)		010-0000-0-0000-8200-5502-45-0000		23,787.26			
		PV-120070	7/28/11	50044293 CUHS		010-0000-0-0000-8200-5502-45-0000		749.51			
		PV-120071	7/28/11	50044344 DIST		010-0000-0-0000-8200-5502-44-0000		1,287.77			
		PV-120072	7/28/11	50044355 FRC		010-5640-0-8100-8200-5502-43-0000		578.98			
		PV-120073	7/28/11	50186311 M&T		010-0000-0-0000-8200-5502-43-0000		805.12			
		PV-120074	7/28/11	50186311 M&T		010-7230-0-0000-8200-5502-43-0000		805.11			
		PV-120088	7/28/11	SHS (3)		010-0000-0-0000-8200-5502-47-0000		14,221.32			
			8/1/11	50044335 DOHS		010-0000-0-3200-8200-5502-46-0000		2,023.18			
			8/1/11	50044335 DOHS		010-0000-0-4110-8200-5502-46-6390		2,023.17	46,281.42	46,281.42	
017361	JACKDAW PUBLICATIONS	PO-120097	7/28/11	#31471A		010-0000-0-1555-1000-4300-45-0000		222.50	222.50	222.50	
017492	KEENAN &	PV-120090	8/1/11	AUGUST		010-0000-0-0000-0000-9524-43-0000		445.86	445.86	445.86	
018862	KEENAN &	PV-120091	8/1/11	AUGUST		010-0000-0-0000-0000-9524-43-0000		230.46	230.46	230.46	
015379	LAZOS, GUILLERMO GARCIA	PV-120110	8/2/11	#105172		010-7230-0-0000-3600-5600-43-0000		300.00	300.00	300.00	
014584	LEE TIRE CO.	PV-120108	8/2/11	#278531, 278504 JULY		010-8150-0-0000-8110-4362-43-0000		1,117.74			
			8/2/11	#278531, 278504 JULY		010-8150-0-0000-8110-5600-43-0000		329.00	1,446.74	1,446.74	
020268	LOZANO CASEWORKS INC.	PV-120138	8/2/11	# 2 CARPENTRY		353-7710-8-0000-8500-6270-45-0000		3,055.50	3,055.50	3,055.50	
011833	MCNEECE BROS. OIL	PV-120109	8/2/11	#10222 JULY		010-8150-0-0000-8110-4361-43-0000		1,548.60			
			8/2/11	#10222 JULY		010-0000-0-1411-1000-4361-47-0000		35.46			
			8/2/11	#10222 JULY		010-7230-0-0000-3600-4361-43-0000		157.43			
			8/2/11	#10222 JULY		010-7230-0-0000-3600-4361-43-0000		203.04			
			8/2/11	#10222 JULY		010-7240-0-5770-3600-4361-43-0000		482.93	2,427.46	2,427.46	

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ACCOUNTS PAYABLE PRELIST  
Date Paid: 8/2/2011

APY500 8/2/2011 11:23 AM

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
014103	MISSION JANITORIAL	PV-120111	8/2/11	# 267643-00		010-0000-0-0000-8200-4380-43-0000	E	400.06		400.06	
020276	MORALES, DENISE	PV-120080	7/28/11	REIMB. JOY/SING.		010-7220-0-1566-1000-5200-47-0000		39.03	39.03	39.03	
017645	PETTER, TRICIA M.	PV-120079	7/28/11	REIMBURSEMENT		010-3010-0-1110-1000-4300-45-0000		15.34	15.34	15.34	
020275	PRIME SPORTS SALES, INC.	LB-120153	7/28/11	# 19183		010-0000-0-1325-4200-4300-45-0000		721.56	721.56	721.56	
018772	R & K AIR CONDITIONING	PV-120139	8/2/11	# 1 HVAC		353-7710-8-0000-8500-6270-45-0000		74,121.39	74,121.39	74,121.39	
018772	R & K AIR CONDITIONING	PV-120112	8/2/11	# 15772	*	010-8150-0-0000-8110-5800-43-0000		85.00	85.00	74,206.39	
010021	REFRIGERATION SUPPLIES	PV-120113	8/2/11	JULY		010-8150-0-0000-8110-4390-43-0000		46.10	46.10	46.10	
014914	SALEM, SAMIA A.	PV-120087	8/1/11	AP BY THE SEA		010-4035-0-1110-1000-5200-47-0000		291.87	291.87	291.87	
020142	SIMNSA HEALTH PLAN	PV-120094	8/1/11	AUGUST		010-0000-0-0000-0000-9524-43-0000		25,402.00	25,402.00	25,402.00	
017481	SISC III	PV-120089	8/1/11	AUGUST		010-0000-0-0000-0000-9524-43-0000		222,899.80	222,899.80	222,899.80	
017401	SLOBIG, ANITA	PV-120081	7/28/11	REIMB. JOY/SING.		010-7220-0-1566-1000-5200-47-0000		54.59	54.59	54.59	
019807	SUPREME ELECTRICAL	PV-120140	8/2/11	# 2 ELECTRICAL		353-7710-8-0000-8500-6270-45-0000		34,425.00	34,425.00	34,425.00	
020269	TEAM C CONSTRUCTION	PV-120141	8/2/11	# 2 CONCRETE		353-7710-8-0000-8500-6270-45-0000		71,406.00	71,406.00	71,406.00	
015873	TRANE COMPANY	PV-120114	8/2/11	# 5460308R1		010-8150-0-0000-8110-4390-43-0000		27.75	27.75	27.75	
015172	WESTERN ENVIRON. &	PV-120143	8/2/11	# 11-075 ASBESTO		353-7710-8-0000-8500-5800-45-0000		1,375.00	1,375.00	1,375.00	
012225	XEROX CORPORATION	LB-120154	8/2/11	# 056114288 JUNE		010-7230-0-0000-3600-5600-43-0000	E	111.89			
		LB-120155	8/2/11	# 056114309 JUNE		010-0000-0-0000-2700-5600-45-0000	E	311.14			
		LB-120156	8/2/11	# 056114300 JUNE		010-0000-0-0000-2700-5600-47-0000	E	437.19			
		LB-120157	8/2/11	# 055988720		010-0000-0-0000-2700-5600-47-0000	E	26.00			
		LB-120158	8/2/11	# 056114304		010-0000-0-0000-2700-5600-47-0000	E	208.02			
		LB-120159	8/2/11	# 056114294 JUNE		010-0000-0-0000-2700-5600-47-0000	E	1,764.72			
		LB-120160	8/2/11	# 056114296 JUNE		010-0000-0-0000-2700-5600-47-0000	E	2,378.59			
		LB-120161	8/2/11	# 056114298 JUNE		010-0000-0-0000-2700-5600-47-0000	E	2,619.18			
		PV-120115	8/2/11	# 056460633 JULY		010-0000-0-0000-7200-5600-44-0000	E	277.13			
		PV-120116	8/2/11	# 056460659 JULY		010-0000-0-0000-7200-5600-44-0000	E	226.99			
		PV-120117	8/2/11	# 056460674 JULY		010-0000-0-0000-7200-5600-44-0000	E	657.85			
		PV-120118	8/2/11	# 056460671 JULY		010-0000-0-0000-7700-5600-43-0000	E	132.90			
		PV-120119	8/2/11	# 056460653 JULY		010-7230-0-0000-3600-5600-43-0000	E	85.96			

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ACCOUNTS PAYABLE PRELIST

APV500

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Date Paid: 8/2/2011

\*\*\* FINAL \*\*\*

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag	
012225	XEROX CORPORATION	PV-120120	8/2/11	#056460680	JULY	010-8150-0-0000-8110-5600-43-0000	E	132.12				
		PV-120121	8/2/11	#056460692	AUGUST	010-0000-0-0000-2700-5600-45-0000	E	893.11				
		PV-120122	8/2/11	#056460690	JULY	010-0000-0-0000-2700-5600-45-0000	E	886.09				
		PV-120123	8/2/11	#056460691	AUGUST	010-0000-0-0000-2700-5600-45-0000	E	859.90				
		PV-120124	8/2/11	#056460649	JULY	010-5640-0-8100-3140-5600-43-0000	E	84.91				
		PV-120125	8/2/11	#056460631	JULY	010-6500-0-5770-2700-5600-43-0000	E	129.65				
		PV-120126	8/2/11	#056460687	JULY	010-0000-0-0000-2700-5600-45-0000	E	84.91				
		PV-120127	8/2/11	#056460688	JULY	010-0000-0-0000-2700-5600-45-0000	E	84.91				
		PV-120128	8/2/11	#056460689	JULY	010-0000-0-0000-2700-5600-45-0000	E	84.91				
		PV-120129	8/2/11	#056460632	AUGUST	010-0000-0-0000-2700-5600-45-0000	E	47.20				
		PV-120130	8/2/11	#056460675	JULY	010-0000-0-0000-2700-5600-45-0000	E	137.65				
		PV-120131	8/2/11	#056460664	JULY	010-0000-0-0000-2700-5600-47-0000	E	150.43				
		PV-120132	8/2/11	#056460663	JULY	010-0000-0-0000-2700-5600-47-0000	E	150.43				
		PV-120133	8/2/11	#056460703	AUGUST	010-0000-0-0000-2700-5600-47-0000	E	86.99				
		PV-120134	8/2/11	#056460660	JULY	010-0000-0-0000-2700-5600-47-0000	E	322.23				
		PV-120135	8/2/11	#056460661	JULY	010-0000-0-0000-2700-5600-47-0000	E	548.11				
		PV-120136	8/2/11	#056460662	JULY	010-0000-0-0000-2700-5600-47-0000	E	548.13		14,469.24		
								<b>Total Checks:</b>			654,781.29	
								<b>Total EPayments:</b>			14,869.30	
								<b>Total Accounts Payable:</b>			669,650.59	

Vendor Number	Vendor Name	Reference Number	Invoice Date	Invoice No	Sep. Chk	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit Flag
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District APY Cash Verification as of 8/2/2011 at 11:23 AM

Fund	Current Cash	Pending APY Expenses	Pending Payroll Expenses	Future Expenses	Cash Available after Expenses
010	5,540,072.34	361,568.63	0.00	0.00	5,178,503.71
130	394,419.21	17,623.79	0.00	0.00	376,795.42
353	6,432,125.00	290,458.17	0.00	0.00	6,141,666.83

It is hereby ordered that payment be made to the vendors indicated as per requisition or claims on this report totaling \$669,650.59 except as noted here below.



\_\_\_\_\_  
 Authorizing Signature Date

\_\_\_\_\_  
 Authorizing Signature Date

## PERSONNEL REPORT

**PAYROLL WARRANTS - #12B June 31, 2011**

CERTIFICATED	(255)		\$1,517,058.61
CLASSIFIED	(211)		\$ 473,093.87
STUDENTS	( 6)		\$ 1,776.00
<b>TOTAL</b>	<b>(472)</b>		<b>\$ 1,991,928.48</b>

**WARRANTS - #9A July 8, 2011 Special Regular**

CERTIFICATED	( 7)		\$ 11,136.50
CLASSIFIED	(17)		\$ 9,174.23
STUDENTS	( 5)		\$ 4,196.00
<b>TOTAL</b>	<b>( 29)</b>		<b>\$ 24,506.73</b>

**WARRANTS - #10A July 13, 2011 Manual Payroll**

CERTIFICATED	( 2)		\$ 4,000.00
CLASSIFIED	( 4)		\$ 2,594.40
STUDENTS	( 2)		\$ 1,054.00
<b>TOTAL</b>	<b>( 8)</b>		<b>\$ 7,648.40</b>

**PAYROLL WARRANTS - #1B July 28, 2011**

CERTIFICATED	( 71)		\$ 291,675.09
CLASSIFIED	( 87)		\$ 278,148.18
STUDENTS	( 0)		\$
<b>TOTAL</b>	<b>(472)</b>		<b>\$ 569,823.27</b>

**INFORMATION / ACTION ITEMS:**

**1. CERTIFICATED MANAGEMENT EMPLOYMENT FOR 2011-2012 SCHOOL YEAR:**

BAUGHN, TRACIE –Principal Desert Oasis High School 08-03-11  
 LANE, BETSY –Supervisor of Instruction/Summer Intervention Principal 08-15-11

**2. CERTIFICATED EMPLOYMENT – SUBSTITUTES/ADULT EDUCATION TEACHERS:**

MONTANO, SUSANA –CalWorks, Eng. Immersion 05-11-11

**3. CERTIFICATED EMPLOYMENT - SUPPLEMENTAL ASSIGNMENTS:**

MIDDLETON, DAVID –Behind the Wheel, CUHS 07-01-11  
 BOUOMAR, OMAR –AVID Coordinator , SHS 08-09-11  
 PETTER, TRICIA –WASC Coordinator, CUHS 08-15-11  
 PETTER, TRICIA –ASB Director, CUHS 08-15-11

*Summer Intervention—Southwest High School 6/20-7/21/11*

MORDASINI, MARK –Summer Band Camp  
 VARGAS, JOSE –Algebra Fundamentals  
 GARCIA, J.P. –Algebra/Algebra Fundamentals  
 BALCOM, STEVE –English 9,10,11

**CENTRAL UNION HIGH SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING**

**August 9, 2011**

**Page 2**

**4. CLASSIFIED EMPLOYMENT:**

CASTRO, JOSE –Extra Summer Help, Maintenance	06-06-11
MARTINEZ, GEORGE –Extra Summer Help, Maintenance	06-13-11
MONTALVO, RAYMOND –Extra Help, Maintenance	06-13-11
GONZALES, LORENA –7 hrs. Food Service Assist. I, SHS	08-12-11
PALOMARES, PATRICIA –7 hrs. Food Service Assist. II, SHS	08-12-11
LUCERO-LIZARRAGA, ARMANDO –Temp. Nutritional Services Driver	08-15-11
<i>Summer Intervention—Southwest High School 6/20-7/21/11</i>	
BELELLANO, GUILLERMO –Sp. Ed. Instructional Aide	
CARO, ROSA –Sp. Ed. Instructional Aide	
MEZA, MARGARITA –Sp. Ed. Instructional Aide	
RIVERA, OSCAR –AHLP Sp. Ed. Instructional Aide	
TAMAYO, GARY –Sp. Ed. Instructional Aide	
LOPEZ, EDUARDO –Migrant Tutor	
BRAMBILLA, KARINA –Migrant Tutor	
LOPEZ, KARLA –Migrant Clerk	
FAVELA, YVETTE –Textbook/Media Center	

**5. CLASSIFIED HOURLY EMPLOYMENT – SUPPLEMENTAL ASSIGNMENTS:**

GONZALEZ, EDDIE –Maintenance Extra Help, Central Modernization	05-06-11
CELAYA, MARINA—Summer Intervention Clerk	06-20-11
SORIANO, SYLVIA—Student Registration, SHS	08-01-11
BRAMBILA, KARINA—Student Registration, SHS	08-01-11
PARGA, LOURDES—Student Registration, SHS	08-01-11
SAIZA, ROSELIA—Student Registration, SHS	08-01-11
RIVERA, NANCY—Student Registration, SHS	08-01-11
SALAZAR, SONIA –4 hour Bus Driver, Dist. Wide	08-15-11

**6. CLASSIFIED RESIGNATION / SEPARATIONS:**

BELTRAN, JOANNA –Health Care Specialist, SHS	07-20-11
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**7. CLASSIFIED LEAVE OF ABSENCE (UNPAID)**

CERVANTES, GRACIE	7/20/11 – 1/3/12
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**8. CERTIFICATED RESIGNATION/SEPARATIONS**

DHILLON, PAR—CalWorks English Immersion, Adult Education	05-11-11
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**9. CERTIFICATED RESIGNATIONS – SUPPLEMENTAL ASSIGNMENTS**

GONZALEZ, THERESA—English Department Chair, CUHS	06-30-11
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**10. CERTIFICATED MANAGEMENT RESIGNATIONS**

AMBRIZ, MARIA J. –Principal, DOHS	07-15-11
SPENCER, SHERRY R. –Principal, Adult Education	07-30-11

**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 9, 2011  
**TO:** C. Thomas Budde, Superintendent  
**FROM:** Carol Moreno, Director of Human Resources  
**SUBJECT: BLANKET MOTION TO APPROVE HOURLY PREP PERIOD  
SUBSTITUTION, HOME TEACHING, PROFICIENCY TEST GRADING**

**A C T I O N**

**BACKGROUND:**

The District hires certificated staff to provide home teaching services to students who are unable to attend the regular school environment due to medical reasons, and for designated periods of time as defined in the student’s medical excuse, or they may provide prep period substitution for their colleagues, and or proficiency test grading on an as-needed basis through out the school year. This blanket motion approves all certificated teaching staff to participate in these activities rather than bring the individual names to the Board for approval.

**DISCUSSION / ALTERNATIVE / CONCERNS:**

None

**FINANCIAL IMPLICATIONS:**

Unknown at this time.

**ACTION REQUESTED:**

The Board is requested to approve all certificated teaching staff to provide home teaching services, prep period substitution or proficiency test grading on an as-needed basis for the 2011-2012 school year based on the current hourly rate of pay.

ACTION: MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_  
AYES: \_\_\_\_\_ NOES: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_



**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 09, 2011  
**TO:** Board of Trustees  
**FROM:** C. Thomas Budde  
**SUBJECT:** **APPROVAL OF THE 2011-2012 PHOTOGRAPHY CONTRACTS FOR SOUTHWEST AND CENTRAL UNION HIGH SCHOOL.**

**ACTION**

**BACKGROUND:**

Attached.

**DISCUSSION/ALTERNATIVE/CONCERNS:**

None.

**FINANCIAL IMPLICATIONS:**

**ACTION REQUESTED:**

The Superintendent recommends the Board approve the 2011-2012 Photography Agreement with Duke Photography Inc. and the Secondary Portrait Agreement with Lifetouch for Central Union and Southwest High School as presented.

**ACTION:**      **MOTION:** \_\_\_\_\_      **SECOND:** \_\_\_\_\_  
                 **AYES:**        \_\_\_\_\_      **NOES:**        \_\_\_\_\_  
                 **ABSTENTIONS:**      \_\_\_\_\_



**PHOTOGRAPHY INC.**

Central Union High School  
1001 Brighton Avenue  
El Centro, CA 92243  
Attention: David Baker

**2011-2012 Photography Agreement**

Underclass Portraits grades 9-11 w/ID Cards onsite	Tuesday August 23, 2011
Senior Tux and Drape Proofs w/\$10 sitting fee	Wednesday August 31, 2011
Fall Sports Day	Pending
Retake Day	Wednesday September 28, 2011
Yearbook Disc Due	October 7, 2011
Homecoming Dance Portraits	Pending
Senior Panorama Portrait	Pending
Winter Sports Day	Pending
Winter/Spring Dance Portraits	Pending
Cap and Gown Portraits	Pending
Spring Sports Day	Pending
Prom Dance Portraits	Pending

Dan Fisher  
Executive Director  
Crown Studios and Publishing  
Duke Photography Inc.

## Scope of Work requirements

### Senior Photography

- Duke is the senior photographer and all senior yearbook photographs must be taken on campus with a \$10 sitting fee that is collected by Duke Photography and paid back to the yearbook department as a stipend. Any student not able to pay will be provided a “scholarship”.
- Color Yearbook disk for senior section; identified and alphabetical delivered by specified due date.
- Photograph senior class picture in the gymnasium at school. Rope and ladder will be provided by photographer to outline how far students may go on bleachers and take picture at the appropriate height.
- Photograph seniors in cap and gown on High School’s campus as a fund raiser for the yearbook with a \$2 back per package commission paid out for packages sold. Photographer is responsible for photo session, caps and gowns loaned to the students and information distributed to the students that includes pricing, date and time of photo session.

### Underclass Photography

- Duke Photography will provide all advertising materials prior to picture day.
- Duke Photography will provide a full color ID card on each student and faculty member photographed.
- Duke Photography will provide necessary information and/or materials for students to be properly identified in photos.
- Color Yearbook disk for underclass section, identified and alphabetical delivered prior to specified due date.
- Duke Photography will return finished packages to school in 2-3 weeks, alphabetized by name and by English teacher.
- Duke Photography will provide color Yearbook and Administration disk identified and alphabetical.

### Sports Photography

- Duke Photography will provide photo packages and work with school coaches to photograph seasonal sports teams at the convenience of coaches and team. Sports team photos emailed within a three day time period.
- Duke Photography will provide \$2 back per package commission paid out for packages sold.

### **Miscellaneous Support**

- Duke Photography will provide a thumbnail binder directory of all students and faculty photographed.
- Duke Photography will provide professional ID press passes for publication staff.

### **Inclusions**

Central Union High School agrees to the following:

Provide a computer disk of all students with student's names, ID numbers and grades, as well as faculty and staff for photography preparation.

Provide assistance in distributing and advertising information for the various photography programs and dates in advance to the students and parents.

Cost Provided



**PHOTOGRAPHY INC.**

The following is an example of photo packaging selections for underclass and senior students. Pricing is all inclusive and includes any taxes and other costs associated with the services described herein. Final pricing is negotiable based on the needs of the school and yearbook department.

1. Package A

- 3 – 8 x 10
- 1 – 5 x 7
- 2 – 3 x 5
- 4 – 2 x 3
- 8 -- 1 X 2

Net packet cost: 2011-2012           \$39          

2. Package B

- 2 – 8 x 10
- 2 – 5 x 7
- 2 – 3 x 5
- 2 – 2 x 3
- 4 – 1 x 2

Net packet cost: 2011-2012           \$32          

3. Package C

- 1 – 8 x 10
- 2 – 5 x 7
- 1 – 3 x 5
- 2 – 2 x 3
- 8 – 1 x 2

Net packet cost: 2011-2012           \$29

**PHOTO PACKAGING AND PRICING (continued)**

4. Package D

3 – 5 x 7  
1 – 3 x 5  
4 – 2 x 3  
4 – 1 x 2

Net packet cost: 2011-2012           \$25          

5. Package E

2 – 5 x 7  
4 – 2 x 3  
8 – 1 x 2

Net packet cost: 2011-2012           \$22          

6. Package F

1 – 5 x 7  
2 – 3 x 5  
4 – 2 x 3

Net packet cost: 2011-2012           \$20          

7. Package G

2 – 3 x 5  
2 – 2 x 3  
4 – 1 x 2

Net packet cost: 2011-2012           \$18          

**OPTIONAL PHOTO PACKAGES:**

- Buddy Pictures: Submit in your response the packages available for buddy pictures. Include the cost per package and the commission the school would receive for each package.

**\$5 per person and includes 1-5x7 & 3-die cut wallets each with Commission of \$2 per package**

- Panoramic Picture: Submit in your response the packages available for panoramic pictures. Include the cost per package and the commission the school would receive for each package. It is the vendor's responsibility to review the proof and remove all inappropriate gestures prior to printing.

**\$20 for an 18 in x 10 in Full Color Graphic print with Commission of \$2 per package**

- Sports Pictures: Submit in your response the packages available for sport pictures. Include the cost per package and the commission the school would receive for each package.

**Package options enclosed. Commission \$2 back per package.**

- Cap and Gown Pictures: Submit in your response the packages available for graduation pictures. Include the cost per package and the commission the school would receive for each package.


Package options enclosed. Commission \$2 back per package

Brand and types(s) of paper to be used:

**Duke Photography utilizes the highest quality Fuji chemistry and paper at our in-house state of the art digital color lab. All of our work comes with our 100% quality guarantee.**

**Come Prepared On Picture Day To Have Your Portrait Taken!**  
**Please Fill Out The Information Completely**  
**Return Orders and Money to the Photographer on Team Picture Day**  
**DO NOT SEAL ENVELOPE!**

**SPORTS PORTRAITS BY DUKE PHOTOGRAPHY, INC.**

**A \$15** 

(1) 8 x 10 Team Photo

Not all schools have a team photograph taken! If no team photograph was taken then all package "A" orders will be refunded!

**B \$35**

One pose: Up to 2 people

(1) 8 x 10 - Montage  
 (2) 5 x 7 • (4) 4 x 5  
 (9) wallets

**C \$30**

One pose: Up to 2 people

(1) 8 x 10 • (2) 5 x 7  
 (9) wallets  
 (1) 5x7 Team Group

**D \$25**

One pose: Up to 2 people

(2) 5 x 7 • (27) wallets

*Note: No group photograph included.*

**E \$20**

One pose: Up to 2 people

(2) 5 x 7 • (9) wallets

*Note: No group photograph included.*

**F \$20**

One pose: Up to 2 people


(18) wallets

*Note: No group photograph included.*

**per person in portrait**  
**G \$5 Group Package**

(1) 5 x 7 • (3) wallets *Each person is to receive.*  
**Only Groups of 3 or more.**

**Portrait Montage**  
**M \$15**

 (1) 8x10 with a team group and an individual portrait inset.

**Both an individual and group portrait must be taken for this package**

**PORTRAIT PACKAGE EXTRAS**  
 Add as many of these as you would like to your package order.  
 Must purchase package B, C, D, E or F before ordering items below.

<b>#6 \$10</b> Portrait Montage Individual and Team (1) 8 x 10	<b>#8 \$12</b> Photo Button (1) Button	<b>#9 \$30</b> Acrylic Stand-Up (1) 8 x 10	<b>I \$10</b> Calendar (1) 8 x 10
--	--	--	---

**Z \$15**  
 High Resolution Individual Picture Emailed\*

**\$20 MINIMUM PURCHASE FOR CREDIT CARD USE**

Payment:  Visa  MC  Disc  AMEX Purchase Amount \$ \_\_\_\_\_

Card # \_\_\_\_\_

Exp. Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Security Code \_\_\_\_\_

Name On Card \_\_\_\_\_

Signature \_\_\_\_\_

*All prices listed include tax.*

*Orders received after the team picture day must include a \$5.00 Shipping and Handling Fee and can take up to 2-3 weeks to process. Late orders must be delivered to Duke Photography.*

Images produced by Duke Photography, INC. shall remain exclusive property of the studio. Duke Photography, INC. reserves the right to use images for promotional purposes. All photographs taken by Duke Photography, INC. are protected by copyright laws. Any individual who is in violation of the laws by duplicating any print, wall art, or part of the order will be subject to prosecution. ©2010 Duke Photography, INC. Duke Photography, INC. liability is limited to the total amount of the individual student order. Current prices as of December 2010, all other price scales are no longer valid. Prices are subject to change.

School \_\_\_\_\_

Sport \_\_\_\_\_

Jersey # \_\_\_\_\_ Frosh JV Var

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\*Email \_\_\_\_\_

Phone # \_\_\_\_\_

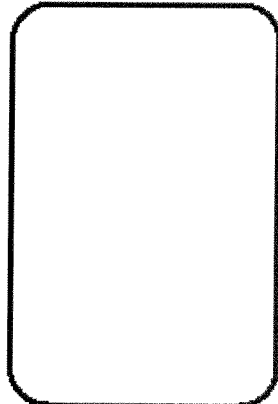
PACKAGE	QUANTITY	PRICE
Shipping and handling for orders placed after team picture day		<b>\$5.00</b>
Total Amount Enclosed		

**CHECK ACCEPTANCE POLICY**  
 Returned checks are subject to a collection fee.

<b>Closed Sunday</b>	Thursday	10AM to 8PM
Tuesday	Friday	10AM to 6PM
Wednesday	Saturday	10AM to 4PM



Duke Photography, INC. • 2810 North 7th Avenue  
 Phoenix, Arizona 85007 • Phone 602-265-2605  
 www.dukephoto.com



HSS 9x12/12-10-10



**Please fill out FRONT AND BACK of envelope completely and legibly – Thank You!**

Select the package that best fits your needs. Enter your selections into the order form below and return with cash, check, or money order in this envelope. All finished orders will be mailed to the address you provide on the reverse side or delivered back to the school. All packages are pre-pay.

**DO NOT SEAL ENVELOPE!**

**CAP AND GOWN PORTRAITS BY DUKE PHOTOGRAPHY, INC.**

**A \$37**  
one pose  
(2) 8 x 10 • (2) 5 x 7  
(4) 4 x 5 • (18) wallets  
(1) High Resolution  
Image Emailed

**B \$29**  
one pose  
(1) 8 x 10 • (2) 5 x 7  
(4) 4 x 5 • (9) wallets

**C \$25**  
one pose  
(2) 5 x 7  
(27) wallets

**D \$15**  
one pose  
(2) 5 x 7 • (9) wallets

**E \$15**  
one pose  
(18) die cut wallets

**Package Extras**  
*NOT SOLD SEPARATELY PURCHASE OF PACKAGE A-E REQUIRED*

<b>#1</b> \$25 (1) 10 x 13	<b>#2</b> \$10 (1) 8 x 10	<b>#3</b> \$10 (2) 5 x 7
<b>#4</b> \$10 (4) 4 x 5	<b>#5</b> \$10 (9) wallets	<b>#6</b> \$20 Image on CD
<b>#7</b> \$20 High Resolution Image Emailed	<b>R \$10</b> Portrait Retouching Facial blemishes reduced	

*All prices listed include tax. These portrait prices are for on-campus photography only, the day of pictures.*

**PHOTOGRAPHERS DO NOT CARRY CHANGE**  
Change will be returned with your pictures

**FILL IN ORDER INFORMATION BELOW**

SCHOOL \_\_\_\_\_ PORTRAIT DATE \_\_\_\_\_  
NAME \_\_\_\_\_  
STUDENT ID # \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
EMAIL \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PACKAGE	QUANTITY	PRICE
Total Amount Enclosed		

**Studio hours:**  
Closed Sunday and Monday  
Tuesday 10AM to 6PM  
Wednesday 10AM to 6PM  
Thursday 10AM to 8PM  
Friday 10AM to 6PM  
Saturday 10AM to 4PM

**MAKE CHECKS PAYABLE TO DUKE PHOTOGRAPHY**  
Returned checks are subject to a \$25 collection fee.

Payment:  Visa  MC  Disc  AMEX

Card # \_\_\_\_\_

Exp. Date \_\_\_\_ / \_\_\_\_ Security Code \_\_\_\_\_

Name on Card \_\_\_\_\_

Signature \_\_\_\_\_



Duke Photography, INC. • phone 602-265-2605  
2810 North 7th Avenue • Phoenix, Arizona 85007

Discover it all on our website... [www.dukephotos.com](http://www.dukephotos.com)

Duke Photography, INC. reserves the right to use images for promotional purposes. All photographs taken by Duke Photography, INC. are protected by copyright laws. Duke Photography, INC. liability is limited to the total amount of the individual student order.

## Miscellaneous

- I. This Agreement contains the entire agreement between the parties hereto and supersedes all prior contemporaneous agreements and understandings between the parties respecting the subject matter hereof. Should any provision of the Agreement be held to be invalid, void, or unenforceable, or waived whether by conduct or otherwise, in any one or more instances, it shall not affect the enforceability of the remaining provisions of this Agreement which shall be read as if such term or provision held invalid, void, unenforceable or waived were never part thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
  - a. No Supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.
  - b. Each party hereto represents and warrants to the other as follows:
    - i. Such party has duly authorized this Agreement by all requisite corporate action and such party has the corporate power and authority to execute and deliver, and to perform its obligations under this Agreement.
    - ii. This Agreement constitutes a valid and binding obligations of such party, enforceable against such party in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally.
  - c. No Failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
  - d. This Agreement shall inure the benefit of and be binding upon the parties hereto and their respective successors and assigns.

e. In any case where any notice or other communication is required or permitted to be given hereunder, such notice or communication shall be in writing and (a) personally delivered, (b) sent by registered United States mail, postage prepaid, return receipt requested, (c) transmitted by telecopy (with confirmation of receipt received) or (d) sent by way of recognized overnight courier service, postage prepaid, return receipt requested, with instructions to deliver on the next business day, in each case as follows:

(i) If to Duke Photography, Inc.

**Duke Photography, Inc.**  
2810 North 7<sup>th</sup> Avenue  
Phoenix, Arizona 85007  
Attention: Mr. Darrell Duke, President

(ii) If to Central Union High School

Central Union High School  
1001 Brighton Avenue  
El Centro, CA 92243  
Attention: Jeffrey Magin

All such notices or other communications shall be deemed to have been given or received (a) upon receipt if personally delivered, (b) on the fifth day following posting if registered United States mail, (c) when sent if by confirmed telecopy or (d) on the next business day following deposit with an overnight courier if sent by an overnight courier



**PHOTOGRAPHY INC.**

This Agreement shall become effective as of the date Central Union High School has approved the Agreement in properly noticed meeting and the parties have signed the Agreement as provided below. The Term of Agreement shall be from August 15, 2011 until June 1, 2012. This agreement may be terminated by either party with 30 day written notice of cause.

DUKE PHOTOGRAPHY, INC. d/b/a  
CROWN STUDIOS AND PUBLISHING

By: \_\_\_\_\_  
Dan Fisher, Executive Director

Date: \_\_\_\_\_, 2011

By: \_\_\_\_\_  
Jeffrey Magin, Principal

By: \_\_\_\_\_  
David Baker, Yearbook Advisor

Date: \_\_\_\_\_, 2011

5450 S. Lakeshore Drive, Tempe, AZ 85283 & 2810 North 7<sup>th</sup> Avenue, Phoenix, AZ 85007  
[www.dukephotos.com](http://www.dukephotos.com) 602-265-2605 fax 602-265-2390





# Secondary Portrait Agreement

Agreement Term

New

Renew

2011 2012



School / LID Southwest High 115095 Phone \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

City/State/Zip El Centro CA 92243 Grades 9-12 Enrollment 2100

Principal Danett Morrell Phone \_\_\_\_\_ Email \_\_\_\_\_

Secretary Craig Lyon Phone \_\_\_\_\_ Email \_\_\_\_\_

### Programs Selected

Y/N	Program	Date	Auth Initials
	Fall Underclass original		
	Fall Underclass retakes	10-20-11	
	Senior Portraits	TBD	
	Homecoming dance		
	Prom		
	Fall Sports	TBD	
	Winter Sports		

Y/N	Program	Date	Auth Initials
	Spring Sports		
	Cap & Gown		
	Graduation		
	Band/Chorus		
	pan	TBD	

### Yearbook Information

YB Advisor Karen Saikhou Phone \_\_\_\_\_ Email \_\_\_\_\_

YB Company: Lifetouch Herff-Jones Jostens Taylor \_\_\_\_\_ YB Job # \_\_\_\_\_ YB Rep \_\_\_\_\_

YB Company Address \_\_\_\_\_

### Senior Information

Photo Deadline \_\_\_\_\_ YB attire: Tux/drape Cap/gown Sunday best Casual Cap/gown color \_\_\_\_\_

Senior CD due date \_\_\_\_\_ Color B/W Ship to: School YB Company Ops Center Studio

PhotoTracker U/N \_\_\_\_\_ Password \_\_\_\_\_ DVD due date \_\_\_\_\_

You must request your DVD via PhotoTracker by \_\_\_\_\_ to receive your DVD by the due date. YB Adv Initials: \_\_\_\_\_

### Notes, Special Requests & Promotions:

#### Work Order due dates:

Fall \_\_\_\_\_

Sports \_\_\_\_\_

Dance \_\_\_\_\_

Other \_\_\_\_\_

*During the Agreement Term, Lifetouch National School Studios Inc. is designated as the School's exclusive professional photographer to photograph, process and deliver photographs for the programs described above. In exchange for the services, the School will allow access to students, staff and use of school property and information for photography, administration of the photography and distribution of materials. Lifetouch will not disclose confidential information provided by the school or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. This Agreement is subject to the terms and conditions on the reverse side of this Agreement.*

Craig Lyon  
Authorized School Representative

\_\_\_\_\_  
Lifetouch Representative Date 4/7/11

Office use only:
OC: _____
IV: _____ Job # _____

White - Operations Center

Yellow - Sales representative

Pink - School Rev 7-06 19792

**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 09, 2011  
**TO:** Board of Trustees  
**FROM:** C. Thomas Budde  
**SUBJECT:** **APPROVAL OF THE 2011- 2012 MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT AND SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PARTNERING SCHOOL DISTRICTS AND EMPLOYERS TO PROVIDE CREDENTIALING REVIEW SERVICES**

**A C T I O N**

**BACKGROUND:**

Attached.

**DISCUSSION/ALTERNATIVE/CONCERNS:**

None.

**FINANCIAL IMPLICATIONS:**

**ACTION REQUESTED:**

The Superintendent recommends the Board approve the 2011-2012 Memorandum of Understanding between the District and San Diego County Superintendent of Schools for Partnering School Districts and Employers – Agreement to Provide Services for credentialing review services.

**ACTION:**      **MOTION:** \_\_\_\_\_      **SECOND:** \_\_\_\_\_  
                 **AYES:** \_\_\_\_\_      **NOES:** \_\_\_\_\_  
                 **ABSTENTIONS:** \_\_\_\_\_

Memorandum of Understanding  
2011 – 2012  
For Partnering School Districts and Employers  
AGREEMENT TO PROVIDE SERVICES

This Memorandum of Understanding (MOU), is entered into this 1st day of July, 2011 by and between the San Diego County Superintendent of Schools, herein called the "Superintendent" and **Central Union High School District** herein called the "District," who agrees to purchase the following services from the Superintendent.

SCOPE OF SERVICES

A. The Superintendent agrees to:

1. Act as Local Educational Agency in accordance with San Diego County Local Educational Agency agreement with the California Commission on Teacher Credentialing.
  - a. Provide credential services for the review of applications for the Adult and Career Technical Education Designated Subjects Credentials.
2. Distribute Commission on Teacher Credentialing updates for credential standards and program information.
3. Review and organize data from course evaluations and mentor experiences. Report findings at Credential advisory meetings.
4. Organize and publicize annual Credential Advisory meeting.
5. Adhere to the California Commission on Teacher Credentialing educator preparation accreditation system's 7-year cycle of activities.
6. Provide support and linkages to partnering IHE's.
7. Provide ongoing program improvement collaboration opportunities with IHE's, Districts, employers, and all relevant stakeholders.
8. Recognize **COE** as an official liaison for the district and work through **COE** to effectively disseminate information and necessary follow-up related to the listed scope of services.

B. The District agrees to:

1. Provide District Supervisors (evaluative) who are:
  - a. Certificated and experienced in teaching
  - b. Trained in supervision and support of beginning teachers
  - c. Experienced in offering professional development opportunities
  - d. Experienced in providing ongoing support to Support Providers and candidates
  - e. Responsible for collaborating with **COE** and the Program staff on selecting qualified mentors and completing all necessary paperwork.



2. Provide Support Providers (non-evaluative) mentors who are:
  - a. Program Approved, Minimum Qualifications include:
    - i. Hold a Valid Clear California Teaching Credential
    - ii. Verify a minimum of three (3) years of classroom teaching experience
    - iii. Verify recent work experience in an educational setting
3. Work with **COE** to ensure selected mentors are:
  - a. Trained in providing coaching and support to beginning teachers
  - b. Assessed by new teachers for their services
  - c. Competent in providing complete, accurate and timely feedback to candidates, including information about progress toward competence
  - d. Attend annual Credential Advisory meetings.
4. Provide district staff available to assist and support candidates in the processing of credential application materials (i.e., district credential technician).
5. Ensure candidates complete a program-approved Early Orientation within the first 30 days of employment via either an online method or district-sponsored. District sponsored Early Orientation content and assessments need to be approved by the Program prior to candidate use. If a district-sponsored Early Orientation model is completed, the district will provide the candidate and program with a certificate of completion when all Early Orientation requirements are met.
6. Identify one (1) contact person, in addition to the **COE** contact, as liaison with Superintendent.

#### TOBACCO – FREE FACILITY

- A. The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

#### PERIOD OF AGREEMENT AND RENEWAL TERMS

- A. This agreement shall be effective from **July 1, 2011 until June 30, 2012** and is renewable annually, by mutual written agreement.

#### CONTACT PERSONS

The contact person(s) for the Superintendent shall be:

Steve Pinning, Senior Director, CTE & ROP  
6401 Linda Vista Road, Room 408  
San Diego, CA 92111  
Telephone: (858) 569-3116  
Email: [spinning@sdcoe.net](mailto:spinning@sdcoe.net)

The contact(s) for the **Central Union High School District** shall be:

Carol Moreno, Director of Human Resources  
351 Ross Avenue  
El Centro, CA 92243  
Telephone: 760-336-4511  
Email: [cmoreno@cuhsd.net](mailto:cmoreno@cuhsd.net)

Susie Johnson, Program Supervisor  
6401 Linda Vista Road, Room 408  
San Diego, CA 92111  
Telephone: (858) 292-3759  
Email: [sujohnson@sdcoe.net](mailto:sujohnson@sdcoe.net)

**Imperial County ROP**  
Phil Villamor, CTE Coordinator  
687 State Street  
El Centro, CA 92243  
Telephone: 760-482-2605  
Email: [pvillamor@ivrop.org](mailto:pvillamor@ivrop.org)

Credential Technician  
Lillian Harvey, Credentials Technician  
6401 Linda Vista Road, Room 408  
San Diego, CA 92111  
Telephone: (859) 292-3825  
Email: [lharvey@sdcoe.net](mailto:lharvey@sdcoe.net)

Credential Technician  
Ceclia Duron, Director of Business & Human  
Services  
687 State Street  
El Centro, CA 92243  
Telephone: 760-482-2611  
Email: [cduron@ivrop.org](mailto:cduron@ivrop.org)

#### TERMINATION

- A. This agreement may be terminated by either party by mutual agreement with (30) thirty days written notice.

#### OWNERSHIP OF DOCUMENTS OR WORK

- A. Superintendent and District equally.

#### GOVERNING LAW/VENUE SAN DIEGO

- A. In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego.

#### COMPLIANCE WITH THE LAW

- A. The County shall be subject to and shall comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this contract including, but not limited to, licensing, employment and purchasing practices and wages, hours and conditions of employment, including nondiscrimination.

#### FINAL APPROVAL

- A. This Agreement is of no force or effect until approved by signature of the Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

#### ENTIRE AGREEMENT

- A. This agreement represents the entire agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This agreement may not be amended in any way except by a writing duly executed by both parties here-to.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representative being thereunto duly authorized.

SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS

By (Authorized Signature)


Lora Duzyk  
Name (Type or Print)

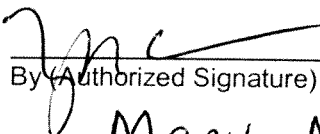
Assistant Superintendent, Business Services  
Title

Date

Central Union High School District

Imperial County ROP

  
By (Authorized Signature)

  
By (Authorized Signature)

C. Thomas Budd  
Name (Type or Print)

Mary N Camacho  
Name (Type or Print)

Superintendent  
Title

Superintendent  
Title

7/11/11  
Date

07/06/11  
Date

95-6000550  
Federal I.D. No./Social Security #

91-2133310  
Federal I.D. No./Social Security #

# CENTRAL UNION HIGH SCHOOL DISTRICT

**DATE:** August 9, 2011  
**TO:** C. Thomas Budde, Ph.D.  
**FROM:** Sheri Hart  
**SUBJECT:** APPROVAL OF THE ADOPTION OF THE PEARSON EDUCATION INC. CAMPBELL BIOLOGY 2011 EDITION TEXTBOOK.

## ACTION

### BACKGROUND:

Consistent with BP 6161.1 and in compliance with Education Code, new textbooks are to be approved by the Board of Trustees. EC 60400 states, "*The governing board of each school district maintaining one or more high schools shall adopt instructional materials for use in the high schools under its control.*"

### DISCUSSION/ALTERNATIVE/CONCERNS:

The recommended new textbook for Advanced Placement Biology has been evaluated and recommended by staff. Science Department teachers have certified that selected textbooks are best suited for maximizing student learning.

Recommended materials were made available for public inspection at the district office from June 20 to August 4, 2011.

### FINANCIAL IMPLICATIONS:

Estimated costs of textbook purchases for 2011-12 is approximately \$8,000.

### ACTION:

The Superintendent recommends that the Board approve the adoption of the following new textbook: Pearson Education Inc. Campbell Biology ©2011.

**ACTION:** MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_  
AYES: \_\_\_\_\_ NOES: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_

**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 09, 2011  
**TO:** Board of Trustees  
**FROM:** C. Thomas Budde  
**SUBJECT:** **APPROVAL OF THE 2011-2012 CALIFORNIA  
INTERSCHOLASTIC FEDERATION – SAN DIEGO SECTION  
REQUEST FOR CONTINUING MEMBERSHIP AND  
AGREEMENT TO CONDITIONS OF MEMBERSHIP**

**ACTION**

**BACKGROUND:**

Attached.

**DISCUSSION/ALTERNATIVE/CONCERNS:**

None.

**FINANCIAL IMPLICATIONS:**

None.

**ACTION REQUESTED:**

The Superintendent recommends the Board approve the 2011-2012 California Interscholastic Federation – San Diego Section Request for Continuing Membership and Agreement to Conditions of Membership.

**ACTION:** **MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_  
**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_  
**ABSTENTIONS:** \_\_\_\_\_

2011-12  
CALIFORNIA INTERSCHOLASTIC FEDERATION – SAN DIEGO SECTION  
REQUEST FOR CONTINUING MEMBERSHIP AND AGREEMENT  
TO CONDITIONS OF MEMBERSHIP

DUE ON OR BEFORE AUGUST 1 EACH SCHOOL YEAR\*

The superintendent and board of trustees of the school district/private school identified below renew its application for voluntary membership in the California Interscholastic Federation – San Diego Section (CIFSDS) and affirm and agree as follows:

1. That membership in the CIFSDS is voluntary and conditioned upon actual compliance with the conditions of membership as set forth at Article 2 Section 22 of the State CIF Constitution and Bylaws and the CIFSDS application for membership;
2. That the superintendent, board of trustees and each school in the district accept and adopt the “Sixteen Principles of Pursuing Victory with Honor” as operating principles;
3. That membership in the CIFSDS is a privilege, not a right;
4. That student participation in interscholastic athletics is a privilege, not a right;
5. That participation by member schools in the CIFSDS playoffs is a privilege, not a right;
6. That the CIFSDS will adopt bylaws, policies and procedures in accordance with its governance and will enforce those bylaws, policies and procedures consistently and in accordance with the operating principles;
7. That the superintendent, board of trustees, each school in the district **and its employees, to include but not limited to, its coaches, volunteers, team attendants or the like, and booster organizations** for each school will abide by the decisions of the CIFSDS and seek redress of any grievance only through the adopted procedures of the CIFSDS;
8. That the superintendent, board of trustees, school administration, and coaches (**including booster organizations and team attendants and volunteers**) of each school in the district will not take an adverse position to the CIFSDS at any time; or encourage, expressly or impliedly, that a party take any adverse action against the CIFSDS; or benefit from any adverse decision imposed on the CIFSDS that contravenes a bylaw, or the spirit of a bylaw, adopted by the membership;
9. That a failure by the district, site administration or coaching staff to abide by the current rules, regulations or decisions of the CIF or CIFSDS may cause the school district or one of its schools to be subject to discipline up to and including exclusion from membership in the CIFSDS.

AGREED AND ACCEPTED:

Central Union High School District

Name of Public School District/Private School

August 9, 2011

Reviewed by Governing Board

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Superintendent

\_\_\_\_\_ Date

C. Thomas Budde, Ph.D.

Print name of Superintendent

**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 09, 2011  
**TO:** Board of Trustees  
**FROM:** C. Thomas Budde  
**SUBJECT:** **APPROVAL OF THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE IMPERIAL COUNTY OFFICE OF EDUCATION  
AND THE DISTRICT FOR THE 2011-2012 PROJECT  
BORDERLANDS AMERICORPS PROGRAM**

**ACTION**

**BACKGROUND:**  
Attached.

**DISCUSSION/ALTERNATIVE/CONCERNS:**  
None.

**FINANCIAL IMPLICATIONS:**

**ACTION REQUESTED:**  
The Superintendent recommends the Board approve the Memorandum of Understanding between the District and Imperial County Office of Education for the 2011-2012 Project Borderlands AmeriCorps Program.

**ACTION:** **MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_  
**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_  
**ABSTENTIONS:** \_\_\_\_\_

**Memorandum of Understanding For the Project Borderlands AmeriCorps Program**

This Memorandum of Understanding establishes an Agreement between the Imperial County Office of Education (ICOE) and Central Union High School District (District) for the District's participation in the Project Borderlands AmeriCorps Program for the 2011-2012 funding year. The ICOE's Student Well-Being and Family Resources Department will be the point of contact for ICOE obligations under this MOU.

*The Project Borderlands AmeriCorps Program is administered through ICOE and is funded through California Volunteers. Project Borderlands AmeriCorps members provide academic tutoring to teacher assigned students; recruit volunteers in the community to participate in community service projects; provide mentoring to children of prisoners; and are trained to become a part of Imperial County's Community Emergency Response Team.*

The terms of this Agreement are as follows:

**1. District's Obligations:**

- a. Participate in the Project Borderlands AmeriCorps Program for the 2011-2012 funding year.
- b. Contribute a cash match of \$7,155 per full-time (1700-hour) AmeriCorps Member to the ICOE. The cash match will be used toward the living allowances for full-time (1700-hour) AmeriCorps Members. Cash match shall be payable quarterly and payment due thirty days after date of invoice.
- c. The District agrees to place three (3) full-time AmeriCorps Members for the total cash match sum of \$21,465.
- d. Place AmeriCorps Members at each school site, who will serve the community as outlined in the 2011-2012 Project Borderlands AmeriCorps Program's California Performance Measurement Worksheets. (See Exhibit 1).
- e. Assign a site supervisor to supervise and work closely with the Members. In the spirit of "getting things done" (the AmeriCorps motto), site supervisors will work closely with AmeriCorps Members to assist Members in meeting the Borderlands AmeriCorps Program's goals and objectives.



- f. Contribute an in-kind match in the form of supervisory staff, training, workspace, materials, and use of equipment. Assigned site supervisors will participate in partnership meetings with the AmeriCorps Program Coordinator.

**2. ICOE's Obligations:**

- a. Aggressively recruit and interview applicants to place appropriate Members at each site.
  - b. Process fingerprinting and background checks for all potential Members in compliance with the Education Code (*See* Educ. Code §§ 45125, 45125.01, 45125.1). ICOE will only place Members with the District who are cleared for placement under the Education Code and Department of Justice standards.
  - c. Provide weekly supervision to AmeriCorps Members.
  - d. Process all Members' living allowances and reimbursement claims.
  - e. Plan and coordinate all appropriate community service projects for AmeriCorps Members, which are in addition to the Members' placements at the District.
  - f. Make a good faith effort to provide replacement Member(s) or make arrangements for service for vacancies created by Members leaving for compelling personal reasons, terminating or released for cause, or voluntarily resigning from the AmeriCorps program.
  - g. Invoice District for cash match on a quarterly basis.
- 3. Effective Date and Term of Agreement.** This Agreement shall commence on the later of the date the Agreement is signed by all parties or July 1, 2011 and shall remain in full force and effect until June 30, 2012.

**4. Termination:**

- a. Either Party may terminate this Agreement for any reason or no reason upon a ninety (90) day written notice to the other Party. The Parties may mutually agree to waive this notice requirement and terminate the Agreement immediately.
- b. In the event that the District fails to perform on a material term of this Agreement, ICOE has the right to terminate the Agreement upon seven days written notice and all other rights and remedies available to it at law and equity.
- c. In the event that ICOE fails to perform on a material term of this Agreement, then District shall have the right to terminate the Agreement upon seven days written notice.

**5. Indemnification:**

- a. The District agrees to indemnify, defend, and hold harmless ICOE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on ICOE

arising out of the District's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of ICOE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless ICOE under this Agreement, the District shall reimburse ICOE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The District shall seek ICOE approval of any settlement that could adversely affect the ICOE, its officers, agents or employees.

- b. ICOE agrees to indemnify, defend, and hold harmless the District, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on the District arising out of ICOE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of District, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless the District under this Agreement, ICOE shall reimburse the District for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. ICOE shall seek the District's approval of any settlement that could adversely affect the District, its officers, agents or employees.

6. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement shall first be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

- a. The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.
- b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
- c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (c) and (d) of this paragraph.

7. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Proper venue for any dispute regarding this Agreement shall lie in Imperial County, California.
8. **Entire Agreement.** This Agreement represents the entire Agreement between ICOE and District and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.
9. **Interpretation.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.
10. **Assignment.** Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.
11. **Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.
12. **No Waiver of Default.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
13. **Successors and Assigns.** All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of either Party herein shall be binding upon and inure to the benefit of such Party and its successors and assigns.
14. **Amendment.** This Agreement may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.
15. **Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
16. **Execution of Counterparts.** If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Agreement.
17. **Authority.** The Parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.

18. **Notice.** Any notice given under this Agreement shall be in writing to the parties' representatives and shall be deemed delivered three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties.

The Parties' representatives shall be:

ICOE:

Tim Druihet  
Program Manager II, Student Well-Being  
& Family Resources

1398 Sperber Road  
El Centro, CA 92243  
Phone: (760) 312-6498  
Email: tdruihet@icoe.org

District:

Dr. Thomas Budde  
Superintendent

351 W. Ross Avenue  
El Centro, CA 92243  
Phone: (760) 336-4500  
Email: tbudde@cuhsd.net

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.**

**For the Imperial County Office of Education**

By: Angela McNeece

Angela McNeece  
Assistant Superintendent—Student Services

Date: 7/13/11

**For Central Union High School District**

By: Dr. Thomas Budde

Dr. Thomas Budde  
Superintendent

Date: 7/13/11

Attachments:

Exhibit 1: 2011-2012 Project Borderlands AmeriCorps Program's California Performance Measurement Worksheets.

*[Remainder of page intentionally left blank]*

**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 09, 2011  
**TO:** Board of Trustees  
**FROM:** C. Thomas Budde  
**SUBJECT:** **APPROVAL OF THE 2011-2012 AGREEMENT FOR SPECIAL SERVICES WITH THE LAW FIRM OF ATKINSON, ANDELSON, LOYA, RUUD AND ROMO.**

**ACTION**

**BACKGROUND:**

Attached.

**DISCUSSION/ALTERNATIVE/CONCERNS:**

None.

**FINANCIAL IMPLICATIONS:**

Agreement represents a 5% increase in fees from the previous year.

**ACTION REQUESTED:**

The Superintendent recommends the Board approve the 2011-2012 Agreement for Special Services between the District and the law firm of Atkinson, Andelson, Loya, Ruud and Romo.

**ACTION:**      **MOTION:** \_\_\_\_\_      **SECOND:** \_\_\_\_\_  
                 **AYES:**        \_\_\_\_\_      **NOES:**        \_\_\_\_\_  
                 **ABSTENTIONS:**      \_\_\_\_\_

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

FRESNO  
(559) 225-6700  
FAX (559) 225-3416

IRVINE  
(949) 453-4260  
FAX (949) 453-4262

PLEASANTON  
(925) 227-9200  
FAX (925) 227-9202

A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

12800 CENTER COURT DRIVE, SUITE 300  
CERRITOS, CALIFORNIA 90703  
(562) 653-3200 - (714) 826-5480

FAX (562) 653-3333  
WWW.AALRR.COM

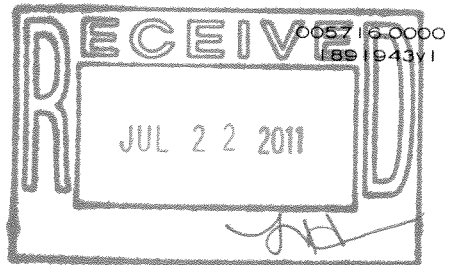
RIVERSIDE  
(951) 683-1122  
FAX (951) 683-1144

SACRAMENTO  
(916) 923-1200  
FAX (916) 923-1222

SAN DIEGO  
(858) 485-9526  
FAX (858) 485-9412

OUR FILE NUMBER:

July 19, 2011



**ATTORNEY-CLIENT PRIVILEGE**  
**CONFIDENTIAL COMMUNICATION**

Dr. C. Thomas Budde, Superintendent  
Central Union High School District  
351 Ross Avenue  
El Centro, CA 92243

**Re: Agreement for Special Services**

Dear Dr. Budde:

Enclosed for your review and consideration is a proposed Agreement for Special Services between the District and our firm for the period 2011-2012.

Subject to approval, please sign the Agreement where indicated and return to my attention in the Cerritos office for processing. Once received, I will forward a fully executed copy for your records.

If you have any questions, please feel free to call Mr. Conradi directly.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Michelle L. Needham  
Paralegal

/mln

Enclosure

cc: Gerald Conradi, Esq.

## **AGREEMENT FOR SPECIAL SERVICES**

### **I. PARTIES**

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2011, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm" and CENTRAL UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "District".

### **II. RECITALS; PURPOSE; MATTERS**

The District desires to retain and engage the Law Firm to perform legal services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

### **III. TERMS AND CONDITIONS**

A. The term of this Agreement shall be for one year, commencing July 1, 2011, through June 30, 2012. For the period July 1, 2011, through June 30, 2012, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates: Two Hundred Ten Dollars (\$210.00) for Senior Partners, Two Hundred Five Dollars (\$205.00) for Partners, Two Hundred Dollars (\$200.00) for Senior Associates, One Hundred Ninety Dollars (\$190.00) for Associates, One Hundred Thirty-Five Dollars (\$135.00) for Senior Paralegals, and One Hundred Thirty Dollars (\$130.00) for Paralegals. The Law Firm shall bill in quarter-hour increments.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts

or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee (“consultant processing fee”) on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm’s Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm’s Trust Account to the Law Firm’s General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm’s monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm’s monthly statement within thirty (30) days of the District’s receipt thereof shall be deemed to signify the District’s agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm’s representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District’s attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys’ fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;
3. Upon the failure of the District to perform any of the District’s obligations hereunder as respects the payment of the Law Firm’s fees and costs advanced; or



4. Upon the failure of the District to perform any of the District's obligations hereunder as respects cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

#### **IV. CONSENT TO LAW FIRM COMMUNICATION**

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right of unsubscribe at any time.

#### **V. ARBITRATION**

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

#### **VI. DURATION**

This Agreement shall be effective July 1, 2011, through June 30, 2012, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

**VII. EXECUTION DATE**

This Agreement is entered into this \_\_\_\_\_.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD &  
ROMO

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
GERALD A. CONRADI

“District”

CENTRAL UNION HIGH SCHOOL DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
C. THOMAS BUDDE, Superintendent

**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 9, 2011  
**TO:** Board of Trustees  
**FROM:** C. Thomas Budde, Superintendent  
**SUBJECT:** **REQUEST TO DECLARE PERSONAL PROPERTY SURPLUS  
AND AUTHORIZATION TO SELL**

**ACTION**

**BACKGROUND:**

Pursuant to Education Code EC 17545, Article 14 Sale of Personal Property, The governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use. Public notice shall be posted in at least three public places in the district for not less than two weeks, or by publication for at least once a week for two weeks in a newspaper in the district and having general circulation. Please see attached list(s).

**DISCUSSION/ALTERNATIVE/CONCERNS:**

If the board, by a unanimous vote to those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of on order of any employee of the district empowered for that purpose by the board. (Ed Code 17546)

**FINANCIAL IMPLICATIONS:**

After sale of the personal property as surplus the funds will be placed back into the general fund as revenue.

**ACTION REQUESTED:**

The Superintendent recommends the Board to declare the personal property listed on the attached list as Surplus with insufficient value and authorize administration to dispose of as appropriate.

**ACTION:**      **MOTION:** \_\_\_\_\_      **SECOND:** \_\_\_\_\_  
                  **AYES:**        \_\_\_\_\_      **NOES:**        \_\_\_\_\_  
                  **ABSTENTIONS:** \_\_\_\_\_

Central Union High School District Surplus Inventory

Brand	Device Type	Model	CUHSD Tag	Serial #	Reason for Surplus	Device Site Origin
GATEWAY	COMPUTER	E4000	000764	0028719348	OBSOLETE	
GATEWAY	COMPUTER	E4000	000778	0028719369	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001893	GNJ4U	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001890	GNJ3A	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001901	GNJ4E	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001896	GNJ4I	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001894	GNJ2U	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001889	GNJ2A	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001895	GNJ3Q	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001897	GNJ3U	OBSOLETE	
GATEWAY	COMPUTER	E3600	001265	0027280739	OBSOLETE	
GATEWAY	COMPUTER	E3600	001262	0027280740	OBSOLETE	
GATEWAY	COMPUTER	E3600	001261	0027280737	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001891	GNJ5A	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001899	GNJ1U	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001888	GNJ3I	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	N/A	GNJ4A	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001900	GNJ2E	OBSOLETE	
GATEWAY	COMPUTER	E4000	001345	0029513711	OBSOLETE	
GATEWAY	COMPUTER	E4000	001310	0029513696	OBSOLETE	
GATEWAY	COMPUTER	E4000	001367	0029513692	OBSOLETE	
GATEWAY	COMPUTER	E4000	001346	0029513708	OBSOLETE	
GATEWAY	COMPUTER	E3600	001263	0027280741	OBSOLETE	
GATEWAY	COMPUTER	E3600	001264	0027280736	OBSOLETE	
GATEWAY	COMPUTER	E4100	000270	0032998355	OBSOLETE	
GATEWAY	COMPUTER	E4000	000758	0028719368	OBSOLETE	
GATEWAY	COMPUTER	E4100	001663	0033004426	OBSOLETE	
GATEWAY	COMPUTER	E4100	001662	0033004420	OBSOLETE	
GATEWAY	COMPUTER	E3600	001651	0027297618	OBSOLETE	
GATEWAY	COMPUTER	E3400	N/A	0022968322	OBSOLETE	
GATEWAY	COMPUTER	E3400	001390	0023628649	OBSOLETE	
GATEWAY	COMPUTER	300SE	001855	0028418580	OBSOLETE	
COMPUTRENI	COMPUTER	486-66	N/A	486DX266	OBSOLETE	
GATEWAY	COMPUTER	E4000	N/A	0030198481	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX280	000987	4BTPV61	OBSOLETE	
GATEWAY	COMPUTER	E4000	000911	0029513698	OBSOLETE	
GATEWAY	COMPUTER	E3400	000700	0023106244	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX110	001898	GNJ3E	OBSOLETE	
GATEWAY	COMPUTER	E3400	000344	0024344659	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX280	000990	DBTPV61	OBSOLETE	
GENERIC	COMPUTER	PT7000031	N/A	N/A	OBSOLETE	
GATEWAY	COMPUTER	TBR400	001254	0014912058	OBSOLETE	
GATEWAY	COMPUTER	E3400	000707	0023106089	OBSOLETE	
GATEWAY	COMPUTER	TBR400	N/A	0014911994	OBSOLETE	
GATEWAY	COMPUTER	E3400	000683	0023106240	OBSOLETE	
GATEWAY	COMPUTER	E4000	000910	0029513699	OBSOLETE	
GATEWAY	COMPUTER	P55C-233	N/A	0009847808	OBSOLETE	
GATEWAY	COMPUTER	E3400	000705	0023106207	OBSOLETE	
GATEWAY	COMPUTER	E4100	000226	0032998349	OBSOLETE	
DELL	COMPUTER	POWEREDGE 440C	N/A	FMP0301	OBSOLETE	
GATEWAY	COMPUTER	E4600	001429	0022886283	OBSOLETE	
DELL	COMPUTER	OPTIPLX GX270	000483	8BVY641	OBSOLETE	
IMS	COMPUTER	8SR8	N/A	8409W9111559	OBSOLETE	

Central Union High School District Surplus Inventory

Brand	Device Type	Model	CUHSD Tag	Serial #	Reason for Surplus	Device Site Origin
GATEWAY	MONITOR	EV700C	N/A	MU17046E0116087	OBSOLETE	
GATEWAY	MONITOR	EV500B	N/A	DU15038AA9434	OBSOLETE	
GATEWAY	MONITOR	EV730	N/A	MU17108A0032816	OBSOLETE	
DELL	MONITOR	E551C	N/A	CN07G076641803AG02B7	OBSOLETE	
DELL	MONITOR	E772P	N/A	CN04P121478042BUCGSW	OBSOLETE	
DELL	MONITOR	M783S	N/A	MY0M9133476035CNBZCK	OBSOLETE	
GATEWAY	MONITOR	EV700B	N/A	MU17026C0375474	OBSOLETE	
GATEWAY	MONITOR	EV650B	N/A	N/A	OBSOLETE	
COMPAQ	MONITOR	SHTND-1P01-M	N/A	CN04410STR	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760549UVYNZ	OBSOLETE	
CORNEA	MONITOR	CT1700	N/A	MP02100160	OBSOLETE	
DELL	MONITOR	E773C	N/A	CN04P0151641804A301KF	OBSOLETE	
DELL	MONITOR	M783S	N/A	MY0M91334760356HBP2X	OBSOLETE	
GATEWAY	MONITOR	EV700C	N/A	MU17046E0117922	OBSOLETE	
GATEWAY	MONITOR	EV500A	N/A	15017A131048	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554BQMR	OBSOLETE	
DELL	MONITOR	E551C	N/A	CN07G076641803AG02AR	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3Z6	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3YQ	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH32D	OBSOLETE	
DELL	MONITOR	E551C	N/A	CN07G076641803AG02K8	OBSOLETE	
GATEWAY	MONITOR	EV730	N/A	MU17108A0032811	OBSOLETE	
DELL	MONITOR	E773C	N/A	CN0J92356418069K034K	OBSOLETE	
GATEWAY	MONITOR	EV700C	N/A	MU17046E0116077	OBSOLETE	
GATEWAY	MONITOR	EV730	N/A	MU17108D0029396	OBSOLETE	
DELL	MONITOR	E773MMC	N/A	CN0XD0426418075K034G	OBSOLETE	
DELL	MONITOR	E551C	N/A	CN07G076641803AG02B6	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3Z7	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3VZ	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3Z4	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3Z8	OBSOLETE	
GATEWAY	MONITOR	EV500A	N/A	15017A130865	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3ZA	OBSOLETE	
GATEWAY	MONITOR	EV500B	N/A	DU15038AA9479	OBSOLETE	
GATEWAY	MONITOR	EV500B	N/A	DU15038AA9414	OBSOLETE	
DELL	MONITOR	E773C	N/A	CN0J92356418076U3080	OBSOLETE	
GATEWAY	MONITOR	EV500	N/A	B3C215C49413	OBSOLETE	
GATEWAY	MONITOR	EV500B	N/A	DU15038AA9481	OBSOLETE	
GATEWAY	MONITOR	EV730	N/A	MU17108A0032810	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3ZU	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3ZC	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3ZE	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3Z2	OBSOLETE	
GATEWAY	MONITOR	500-069EV	N/A	15009A965635	OBSOLETE	
GATEWAY	MONITOR	EV700B	N/A	MU17026C0297099	OBSOLETE	
GATEWAY	MONITOR	EV730	N/A	MU17108A0032786	OBSOLETE	
GATEWAY	MONITOR	500-069CS	N/A	15009A511576	OBSOLETE	
GATEWAY	MONITOR	EV730	N/A	MU17108A0032624	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3TR	OBSOLETE	
GATEWAY	MONITOR	EV700B	N/A	MU17026C0375594	OBSOLETE	
DELL	MONITOR	M770	N/A	MX01780R4780101PH3Z5	OBSOLETE	
CTX	MONITOR	BL701	N/A	DMW4YC601778	OBSOLETE	
EMC	MONITOR	ND-1428	N/A	ESU3707085	OBSOLETE	
GATEWAY	MONITOR	EV730	N/A	MU17108A0032807	OBSOLETE	
GATEWAY	MONITOR	EV500B	N/A	DU15038AD2853	OBSOLETE	
SONY	MONITOR	CPD-22BS	N/A	7119691	OBSOLETE	
GATEWAY	MONITOR	EV500A	N/A	15017A177283	OBSOLETE	
GATEWAY	MONITOR	EV500A	N/A	15017A177312	OBSOLETE	
GATEWAY	MONITOR	EV500B	N/A	DU15038AD3300	OBSOLETE	
GATEWAY	MONITOR	ND-1428	N/A	ESU3705445	OBSOLETE	
EMC	MONITOR	EV730	N/A	MU17108G0163077	OBSOLETE	
GATEWAY	MONITOR	EV730	N/A	MU17108G0163083	OBSOLETE	
GATEWAY	MONITOR	EV700C	N/A	MU17046C0222910	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760555BBT7J	OBSOLETE	
DELL	MONITOR	M783S	N/A	CN0M9133476095CEBJA4	OBSOLETE	
EMC	MONITOR	ND-1428	N/A	ESU3705549	OBSOLETE	
GATEWAY	MONITOR	EV500	N/A	B3C217C55814	OBSOLETE	
VIEWSONIC	MONITOR	VE150	N/A	GU14700732	OBSOLETE	
CORNEA	MONITOR	CT1700	N/A	MPKD03103824	OBSOLETE	
DELL	MONITOR	E198FPF	N/A	CN0CN0787287281F0EWL	OBSOLETE	
DELL	MONITOR	P780	N/A	9258566	OBSOLETE	
GATEWAY	MONITOR	EV700C	N/A	MU17046E0117944	OBSOLETE	
SAMSUNG	MONITOR	750S	N/A	DT17HCEN623116M	OBSOLETE	
GATEWAY	MONITOR	EV500B	N/A	DU15038AD3250	OBSOLETE	
GATEWAY	MONITOR	EV500B	N/A	DU15038AD2929	OBSOLETE	
GATEWAY	MONITOR	EV730	N/A	MU17108G0136852	OBSOLETE	
GATEWAY	MONITOR	EV500A	N/A	15052D009803	OBSOLETE	
DELL	MONITOR	M783S	N/A	MY0X3782476034CA	OBSOLETE	
GATEWAY	MONITOR	EV500	N/A	HDK2K7004442	OBSOLETE	
GATEWAY	MONITOR	EV530	N/A	B5C405D05644	OBSOLETE	
DELL	MONITOR	E551C	N/A	CN07G076641803AG0286	OBSOLETE	
GATEWAY	MONITOR	EV500B	N/A	DU15038AD3340	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X3782476054C8BVFA	OBSOLETE	
CORNEA	MONITOR	CT1700	N/A	MP02140192	OBSOLETE	
GATEWAY	MONITOR	EV500A	N/A	15017A177285	OBSOLETE	

Central Union High School District Surplus Inventory

Brand	Device Type	Model	CUHSD Tag	Serial #	Reason for Surplus	Device Site Origin
DELL	PRINTER	1700N	000244	GC7F951	OBSOLETE	
HP	PRINTER	LASERJET 2300N	000466	CNBGG4798	OBSOLETE	
HP	PRINTER	DESKJET 890C	N/A	SG7911K06J	OBSOLETE	
HP	PRINTER	LASERJET 1020	000923	CNBK890942	OBSOLETE	
HP	PRINTER	DESKJET 895CXI	001404	MY99F1B1GR	OBSOLETE	
HP	PRINTER	LASERJET 2200D	001703	JPGGB48611	OBSOLETE	
HP	PRINTER	LASERJET 5000N	000224	USB3063221	OBSOLETE	
HP	PRINTER	LASERJET 1200	000339	CNBSF36583	OBSOLETE	
HP	PRINTER	LASERJET 1200	000308	CNBSF29538	OBSOLETE	
HP	SWITCH	1600M	N/A	SG93900604	OBSOLETE	
HP	SWITCH	1600M	N/A	SG94662758	OBSOLETE	
HP	SWITCH	1600M	N/A	SG93900594	OBSOLETE	
HP	PRINTER	COLORLASERJET 3600N	000314	CNNBD13129	OBSOLETE	
HP	PRINTER	COLORLASERJET 4550N	000750	JPNCB17406	OBSOLETE	
HP	PRINTER	LASERJET 2200D	001708	JPGGJ53311	OBSOLETE	
HP	PRINTER	LASERJET P2015DN	002612	CNBJR67237	OBSOLETE	
DELL	PRINTER	1700N	001456	2WVFJ951	OBSOLETE	
PANASONIC	PRINTER	KX-P1595	N/A	TIMLJM23158	OBSOLETE	
EIKI	PROJECTOR	LCSB21	N/A	GXXA1316	OBSOLETE	
ELMO	VISUAL PRESENTER	TT-02S	002729	087712	BROKEN	

Central Union High School District Surplus Inventory Southwest High Elab

Brand	Device Type	Model	CUHSD Tag	Serial #	Reason for Surplus	Device Site Origin
DELL	COMPUTER	GX280	001521	B9K2M71	OBSOLETE	
DELL	COMPUTER	GX280	000050	DSTH971	OBSOLETE	
DELL	COMPUTER	GX280	001520	39K2M71	OBSOLETE	
DELL	COMPUTER	GX280	001517	BBK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001515	5FK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001531	JBKM71	OBSOLETE	
DELL	COMPUTER	GX280	001525	2DK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001529	JCK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001528	D8K2M71	OBSOLETE	
DELL	COMPUTER	GX280	001538	7QJ2M71	OBSOLETE	
DELL	COMPUTER	GX280	001523	1FK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001526	6CK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001534	FBK2M71	OBSOLETE	
DELL	COMPUTER	GX280	000043	GJS1R61	OBSOLETE	
DELL	COMPUTER	GX280	001533	3DK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001542	19K2M71	OBSOLETE	
DELL	COMPUTER	GX280	001535	9FK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001519	3BK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001540	68K2M71	OBSOLETE	
DELL	COMPUTER	GX280	001543	6DK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001544	FDK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001545	5DK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001546	BCK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001536	F9K2M71	OBSOLETE	
DELL	COMPUTER	GX280	001537	H9K2M71	OBSOLETE	
DELL	COMPUTER	GX280	001539	DCK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001527	9DK2M71	OBSOLETE	
DELL	COMPUTER	GX280	000045	9RTH971	OBSOLETE	
DELL	COMPUTER	GX280	001524	H8K2M71	OBSOLETE	
DELL	COMPUTER	GX280	001532	7BK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001518	CFK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001522	CDK2M71	OBSOLETE	
DELL	COMPUTER	GX280	001659	2PG6H71	OBSOLETE	
DELL	COMPUTER	GX280	001660	5PG6H71	OBSOLETE	
DELL	COMPUTER	GX280	001658	7PG6H71	OBSOLETE	
DELL	COMPUTER	GX280	001661	3PG6H71	OBSOLETE	

Central Union High School District Surplus Inventory Southwest High Elab

Brand	Device Type	Model	CUHSD Tag	Serial #	Reason for Surplus	Device Site Ori
DELL	MONITOR	E773S	N/A	MX0N817547605623B45C	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554PBH38	OBSOLETE	
DELL	MONITOR	M783S	N/A	MY0M91334760361IV612	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBH7U	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHHP	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHKO	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHHQ	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554PBH3U	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554PBH2X	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554PBH23	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554PBH44	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554PBH43	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHKU	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554PBH21	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X378247605563B4K7	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554PBH3Z	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554PBH3Q	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554PBH3T	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHGQ	OBSOLETE	
DELL	MONITOR	M783S	N/A	MY0M91334760357RBGC6	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHHN	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHJO	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHHM	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554PBH24	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554PBH1Z	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHK2	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHKN	OBSOLETE	
DELL	MONITOR	M783S	N/A	MY0M91334760357MBE69	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHKV	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHJ5	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHCB	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554SBHKP	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554LBDZR	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554LBE03	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554LBE02	OBSOLETE	
DELL	MONITOR	M783S	N/A	MX0X37824760554LBE42	OBSOLETE	



**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 09, 2011  
**TO:** Board of Trustees  
**FROM:** C. Thomas Budde  
**SUBJECT:** **REVIEW OF THE CENTRAL UNION HIGH SCHOOL DISTRICT  
GASB 45 VALUATION REPORT**

**STUDY / ACTION**

**BACKGROUND:**

Attached.

**DISCUSSION/ALTERNATIVE/CONCERNS:**

None.

**FINANCIAL IMPLICATIONS:**

**ACTION REQUESTED:**

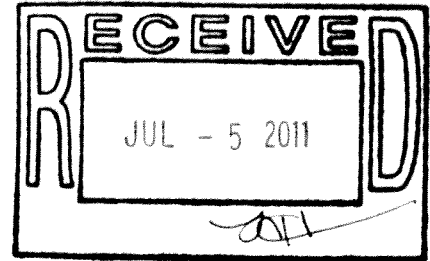
The Superintendent recommends the Board review the Central Union High School District GASB 45 Valuation Report as presented.

**ACTION:**      **MOTION:** \_\_\_\_\_      **SECOND:** \_\_\_\_\_  
                  **AYES:**        \_\_\_\_\_      **NOES:**        \_\_\_\_\_  
                  **ABSTENTIONS:**      \_\_\_\_\_

**Demsey, Filliger & Associates**  
21006 Devonshire, Suite 205  
Chatsworth, CA 91311-2386  
Phone: 818.718.1266  
Fax: 760.875.7133

July 2, 2011

Dr. C. Thomas Budde  
Superintendent  
Central Union High School District  
351 Ross Avenue  
El Centro, CA 92243



Re: Central Union High School District ("District") GASB 45 Valuation

Dear Dr. Budde:

This report sets forth the results of our GASB 45 actuarial valuation of the District's retiree health insurance program as of July 1, 2010.

In June, 2004 the Government Accounting Standards Board (GASB) issued its final accrual accounting standards for retiree healthcare benefits, GASB 43 and GASB 45. GASB 43/45 require public employers such as the District to perform periodic actuarial valuations to measure and disclose their retiree healthcare liabilities for the financial statements of both the employer and the trust, if any, set aside to pre-fund these liabilities. The District must obtain actuarial valuations of its retiree health insurance program under GASB 43/45 not less frequently than once every two years.

To accomplish these objectives the District selected Demsey, Filliger and Associates (DF&A) to perform an actuarial valuation of the retiree health insurance program as of July 1, 2010. This report may be compared with the valuation performed by DF&A as of July 1, 2007, to see how the liabilities have changed since the last valuation. We are available to answer any questions the District may have concerning the report.

### **Financial Results**

We have determined that the amount of actuarial liability for District-paid retiree benefits is \$10,675,600 as of July 1, 2010. This represents the present value of all benefits expected to be paid by the District for its current and future retirees. If the District were to place this amount in a fund earning interest at the rate of 5.0% per year, and all other actuarial assumptions were exactly met, the fund would have exactly enough to pay all expected benefits.

This includes benefits for 33 retirees as well as 325 active employees who may become eligible to retire and receive benefits in the future. It excludes employees hired after the census date.

When we apportion the \$10,675,600 into past service and future service components under the Projected Unit Credit Cost Method, the past service liability (or "Accrued Liability") component is \$5,631,360 as of July 1, 2010. This represents the present value of all benefits earned to date assuming that an employee earns retiree healthcare benefits ratably over his or her career. The \$5,631,360 is comprised of liabilities of \$4,393,600 for active employees and \$1,237,760 for retirees. Because the District has not contributed to an irrevocable trust for the pre-funding of retiree healthcare benefits, the Unfunded Accrued Liability (called the UAL, equal to the AL less Assets) is also \$5,631,360.

GASB 45 had an effective date of July 1, 2008 for the District. GASB 43, pertaining to the financial statements of a retiree trust itself, would have taken effect one year earlier (June 30, 2008); however, the District has no trust assets at present so GASB 43 is not yet applicable.

We have determined that Central Union High School District's "Annual Required Contributions", or "ARC", for the fiscal year 2010-11, is \$723,289. The \$723,289 is comprised of the present value of benefits accruing in the current year, called the "Service Cost", and a 30-year amortization of the UAL. We estimate that the District will pay approximately \$242,416 for the 2010-11 fiscal year in healthcare costs for its retirees and covered dependents, so the difference between the accrual accounting expense (ARC) and pay-as-you-go is an increase of \$480,873.

There are two adjustments to the ARC that are required in order to determine the District's Annual OPEB Cost (AOC) for the 2010-11 fiscal year. We have calculated these adjustments based on a reported Net OPEB Obligation (NOO) of \$946,239 as of June 30, 2010, resulting in an AOC for 2010-11 of \$709,047.

We show these numbers in the table on the next page and in Exhibit II. All amounts are net of expected future retiree contributions, if any.

**Central Union High School District**  
**Annual Liabilities and Expense under**  
**GASB 45 Accrual Accounting Standard**  
**Projected Unit Credit Cost Method**

<b>Item</b>	<b>Amounts for Fiscal 2010-11</b>
Present Value of Future Benefits (PVFB)	
Active	\$9,437,840
Retired	<u>1,237,760</u>
<b>Total: PVFB</b>	<b>\$10,675,600</b>
Accrued Liability (AL)	
Actives	\$4,393,600
Retired	<u>1,237,760</u>
<b>Total: AL</b>	<b>\$5,631,360</b>
Assets	<u>(0)</u>
<b>Total: Unfunded AL</b>	<b>\$5,631,360</b>
Annual Required Contributions (ARC)	
Service Cost At Year-End	\$356,961
30-year Amortization of Unfunded AL	<u>366,328</u>
<b>Total: ARC</b>	<b>\$723,289</b>
Adjustments to ARC	
Interest on Net OPEB Obligation*	47,312
Adjustment to Net OPEB Obligation*	<u>(61,554)</u>
<b>Total: Annual OPEB Cost (AOC) for 2010-11</b>	<b>\$709,047</b>

\*Amounts based on reported June 30, 2010 Net OPEB Obligation of \$946,239.

The ARC of \$723,289, shown above, should be used for the 2010-11 and 2011-12 fiscal years, but the Annual OPEB Cost for the 2011-12 fiscal year must include an adjustment based on the Net OPEB Obligation (NOO) as reported in the June 30, 2011 financial statement, which is not precisely known in advance.

When the District begins preparation of the June 30, 2011 government-wide financial statements, DF&A will provide the District and its auditors with complimentary assistance in preparation of footnotes and required supplemental information for compliance with GASB 45 (and GASB 43, if applicable).

**Differences from Prior Valuation**

The most recent prior valuation was completed as of July 1, 2007 by DF&A. The AL (Accrued Liability) as of that date was \$5,053,311 (see page 3 of the prior report), compared to \$5,631,360 as of July 1, 2010. In this section, we provide a reconciliation between the two numbers so that it is possible to trace the AL from one actuarial report to the next.

Several factors have caused the AL to change since 2007. The passage of time increases the AL as the employees accrue more service and get closer to receiving benefits. There are actuarial gains/losses from one valuation to the next, and changes in actuarial assumptions and methodology for the current valuation. To summarize, the most important changes were as follows:

1. There was a gain (a decrease in the AL) of \$810,245 due to increases in healthcare costs less than expected, including changes in options offered to retirees, and District caps.
2. We lowered the percent married assumption for future retirees from 60% to 15% to reflect the current retiree population. This change resulted in a decrease in the AL of \$686,389.
3. We lowered the discount rate to 5% (from 6%) given the District's decision not to establish an irrevocable trust. GASB 45 recommends the use of a lower discount rate for unfunded plans such as the District's. This change caused an increase in the AL of \$540,633.
4. There was a net census loss (an increase in the AL) of \$203,073, primarily due to more retirements than expected.

The estimated changes to the AL from July 1, 2007 to July 1, 2010 may be summarized as follows:

<b>Changes to AL</b>	<b>AL</b>
AL as of 7/1/07	<b>\$5,053,311</b>
Passage of time	1,330,977
Increase in healthcare costs < expected	(810,245)
Change in percent married assumption	(686,389)
Change in discount rate	540,633
Census loss	203,073
AL as of 7/1/10	<b>\$5,631,360</b>

## **GASB 43 and GASB 45 Compliance Issues**

There are two considerations regarding GASB 43 and GASB 45 that we would like to mention at this point:

(1) Both statements specify that in order for a retiree fund to be counted as "assets" for purposes of the statements, the fund must be set aside in a separate, irrevocable trust, that may not be used for any purpose besides the payment of plan benefits to retirees. The trust must also be beyond the reach of creditors of both the employer and/or the plan administrator, if any. For example, an earmarked reserve within the general fund is not expected to meet this definition of "assets". We recommend that the District consider taking steps to establish a retiree fund that meets the GASB requirements, as soon as possible.

(2) There has been some confusion among public agencies throughout California over what GASB 45 does and does not require. Specifically, many agencies initially believed that GASB 45 required pre-funding of retiree healthcare plans. This is not the case - the standard applies only to the expense to be charged to the agencies' income statements. Contributing to the confusion is the terminology used in both GASB 43 and GASB 45 for the annual expense - it's called the "Annual Required Contributions", even though it's neither required nor (necessarily) contributed.

### **Relationship between GASB 45 And District Funding Policy**

We do not believe that it is necessary or even desirable for an agency to establish a policy of funding exactly the ARC on a cash basis each year. The reasons for this are a bit complex and beyond the scope of this report, but the important thing to understand is that GASB 45 pertains to the income statement, and funding pertains to cash flow, and there is no need for the two to be directly linked, at least for now.

Despite these concerns, we do recommend that the District adopt a policy of pre-funding its retiree healthcare plan as soon as possible. The benefits of pre-funding into an irrevocable retiree trust are numerous. To name a few, the District can expect the establishment of an irrevocable trust to result in:

- (1) improved return on investments;
- (2) healthier District financial statements;
- (3) lower ARC in future years (since pre-funded amounts reduce future years' amortization charges on the Unfunded AL, and the actuary may use a higher discount rate);
- (4) more predictable and manageable cash flows; and
- (5) greater economic security for District employees and retirees.

## Funding Schedules

There are many ways to approach the pre-funding of retiree healthcare benefits. In the *Financial Results* section, we determined the annual expense for all District-paid benefits. The expense is an orderly methodology, developed by the GASB, to account for retiree healthcare benefits. This amount will fluctuate from year to year based on the asset performance and as the population matures. It will eventually reach zero when the last eligible retiree dies. The GASB 45 expense has no direct relation to amounts the District may set aside to pre-fund healthcare benefits.

The table on the next page provides the District with three alternative schedules for funding (as contrasted with expensing) retiree healthcare benefits. The schedules all assume that the retiree fund earns 5.0% per annum on its investments, a starting fund value of \$1,076,971 as of July 1, 2010, and that contributions and benefits are paid mid-year.

The schedules are:

1. A level contribution amount for the next 20 years.
2. A level percent of the Unfunded Accrued Liability.
3. A constant percentage (3%) increase for the next 20 years.

We provide these funding schedules to give the District a sense of the various alternatives available to it to pre-fund its retiree healthcare obligation. The three funding schedules are simply three different examples of how the District may choose to spread its costs.

By comparing the schedules, you can see the effect that early pre-funding has on the total amount the District will eventually have to pay. Because of investment earnings on fund assets, the earlier contributions are made, the less the District will have to pay in the long run. Of course, the advantages of pre-funding will have to be weighed against other uses of the money.

The table on the following page shows the required annual outlay under the pay-as-you-go method and each of the above schedules. **The three funding schedules include the "pay-as-you-go" costs; therefore, the amount of pre-funding is the excess over the "pay-as-you-go" amount.**

These numbers are computed on a closed group basis, assuming no new entrants, and using unadjusted premiums. We use unadjusted premiums for these funding schedules because we do not recommend that the District pre-fund for the full age-adjusted costs reflected in the GASB 45 liabilities shown in the first section of this report. If the District's premium structure changes in the future to explicitly charge under-age 65 retirees for the full actuarial cost of their benefits, this change will be offset by a lowering of the active employee rates (all else remaining equal), resulting in a direct reduction in District operating expenses on behalf of active employees from that point forward. For this reason among others, we believe that pre-funding of the full GASB liability would be redundant.

**Central Union High School District**

**Sample Funding Schedules (Closed Group)**

**Starting Fund Value of \$1,076,971 as of July 1, 2010**

<b>Fiscal Year</b>	<b>Pay-as-you-go</b>	<b>Level Contribution for 20 years</b>	<b>Level % of Unfunded Liability*</b>	<b>Constant Percentage Increase</b>
2010	\$242,416	\$497,810	\$675,952	\$388,594
2011	235,397	497,810	585,478	400,251
2012	248,892	497,810	511,725	412,259
2013	270,978	497,810	453,760	424,627
2014	299,018	497,810	409,366	437,366
2015	320,244	497,810	376,417	450,486
2016	322,519	497,810	351,797	464,001
2017	348,912	497,810	331,787	477,921
2018	377,633	497,810	317,950	492,259
2019	402,877	497,810	309,166	507,027
2020	400,451	497,810	303,947	522,237
2021	436,657	497,810	298,772	537,904
2022	483,117	497,810	297,318	554,042
2023	549,166	497,810	299,609	570,663
2024	587,173	497,810	306,436	587,783
2025	649,550	497,810	314,020	605,416
2026	665,339	497,810	324,120	623,579
2027	629,241	497,810	331,874	642,286
2028	681,089	497,810	333,270	661,555
2029	739,953	497,810	336,951	681,401
2030	632,174	0	342,716	0
2031	686,135	0	336,715	0
2032	673,889	0	334,213	0
2033	655,255	0	329,238	0
2034	609,139	0	321,838	0
2035	568,209	0	310,600	0
2036	620,986	0	296,854	0
2037	603,587	0	287,601	0
2038	611,413	0	277,026	0
2039	525,553	0	267,053	0
2040	457,153	0	251,679	0
2041	377,232	0	233,450	0
2042	326,239	0	249,239	0
2043	294,084	0	294,084	0
2044	213,550	0	213,550	0
2045	158,991	0	158,991	0
2050	24,740	0	24,740	0
2055	0	0	0	0

\*Reverts to pay-as-you-go in 2043.

Note to auditor: when calculating the employer OPEB contribution for the year ending on the statement date, we recommend multiplying the actual District-paid premiums on behalf of retirees by a factor of 1.5351 to adjust for the implicit subsidy.



## Actuarial Assumptions

In order to perform the valuation, the actuary must make certain assumptions regarding such items as rates of employee turnover, retirement, and mortality, as well as economic assumptions regarding healthcare inflation and interest rates. Our assumptions are based on a standard set of assumptions we have used for similar valuations, modified as appropriate for the District. For example, turnover rates are taken from a standard actuarial table, T-5, reduced by 10% at all ages. This closely matches the District's historic turnover patterns. Retirement rates were also based on recent District retirement patterns. Both assumptions should be reviewed in the next valuation to see if they are tracking well with experience.

The discount rate of 5.0% is based on our best estimate of expected long-term plan experience. It is in accordance with our understanding of the guidelines for selection of this rate under GASB 45 for unfunded plans such as the District's. The healthcare trend rates are based on our analysis of recent District experience and our knowledge of the general healthcare environment.

In determining the cost of covering early retirees (those under the age of 65), we used an age-adjusted claims cost matrix fitted to the average premium charged to active employees and early retirees. A complete description of the actuarial assumptions used in the valuation is set forth in the "Actuarial Assumptions" section.

## Projected Annual Pay-as-you go Costs

As part of the valuation, we prepared a projection of the expected annual cost to the District to pay benefits on behalf of its retirees on a pay-as-you-go basis. These numbers are computed on a closed group basis, assuming no new entrants, and are net of retiree contributions. The annual cost reaches a maximum of \$739,953 in FYB 2029. Projected pay-as-you-go costs for selected years are as follows:

<b>FYB</b>	<b>Pay-as-you-go</b>
2010	\$242,416
2011	235,397
2012	248,892
2013	270,978
2014	299,018
2015	320,244
2020	400,451
2025	649,550
2030	632,174
2035	568,209
2040	457,153
2045	158,991
2050	24,740
2055	0

**Breakdown by Employee/Retiree Group**

Exhibit I, attached at the end of the report, shows a breakdown of the GASB 45 components (ARC, AL, Service Cost, and PVFB) by bargaining unit (or non-represented group) and separately by active employees (future retirees) and current retirees.

**Net OPEB Obligation (NOO) and Annual OPEB Cost (AOC)**

Exhibit II shows a development of the District's Net OPEB Obligation ("NOO") as of June 30, 2009 and 2010, and the Annual OPEB Cost ("AOC") for the fiscal years 2009-10 and 2010-11.

**Certification**

The actuarial certification, including a caveat regarding limitations of scope, if any, is contained in the "Actuarial Certification" section at the end of the report.

We have enjoyed working with the District on this report, and are available to answer any questions you may have concerning any information contained herein.

Sincerely,  
DEMSEY, FILLIGER AND ASSOCIATES



T. Louis Filliger, FSA, EA, MAAA  
Partner & Actuary

## **Benefit Plan Provisions**

This report analyzes the health and welfare benefit plans of the District including medical, prescription drug, dental, vision and life insurance benefits. The medical plans available to retirees are Blue Cross Prudent Buyer Classic PPO options "100-A \$10", "100-A \$20", "90-C \$10", "80-E \$20", and "80-G \$30", with prescription drug coverage carved out and provided through Medco Prescription Drug Card plans "5-20" and "200/10-35". Behavioral health benefits are provided under the medical plans. These coverages are all self-insured on a pooled basis through the Self-Insured Schools of California (SISC III). An additional medical option, SIMNSA, covering healthcare delivered in Mexico, is available to District employees and retirees. Dental coverage is provided through Delta Dental and vision coverage through the Vision Service Plan. Term life insurance coverage is provided through MetLife.

### **Post-retirement Coverage**

The District maintains the same plans for its retirees as for its active employees with the general exception that benefits end when the retiree attains age 65. The District's share of retiree premium depends on classification, age, and the applicable cap, as follows:

#### **Certificated Retirees**

Certificated unit members may retire with District-paid benefits at age 55 with at least 15 years of service with the District. Benefits continue until the retiree reaches age 65.

The District's contribution towards medical, dental, vision, and life premiums is limited to a monthly cap of \$628.10 per retiree.

#### **Classified Retirees**

Classified unit members hired prior to July 1, 2005 may retire with District-paid benefits at age 55 with at least 10 years of service with the District. Classified employees hired on or after July 1, 2005 but before July 1, 2008 may retire with District-paid benefits at age 55 with at least 15 years of service with the District. Classified employees hired on or after July 1, 2008 may retire with District-paid benefits at age 55 with at least 20 years of service. Benefits continue until the retiree reaches age 65.

The District's contribution towards medical, dental, and vision premiums is limited to a monthly cap of \$700.00 per retiree.

#### **Management Retirees**

Health benefits for Management retirees are subject to Board approval, and have been assumed to follow the Certificated guidelines described above, except that Management retirees do not receive District-paid life insurance.

<b>Benefit Plan Provisions (continued)</b>
--

Retired Board members do not receive District contributions towards medical, dental, vision, or life premiums. They are eligible to self-pay for these benefits upon attaining age 55 and 15 years of service on the Board.

The following tables summarize the monthly premiums for each coverage offered to District retirees. The rates became effective as of October 1, 2010:

	Single	2-Party	Family
<b>Certificated &amp; Management</b>			
PBC 100-A \$10, Medco 5-20	\$630.00	\$1,099.00	\$1,316.00
PBC 100-A \$20, Medco 200/10-35	564.00	985.00	1,172.00
PBC 80-E \$20, Medco 200/10-35	489.00	854.00	1,018.00
SIMNSA	148.00	272.00	396.00
Delta Dental (Composite)	55.70	55.70	55.70
VSP Vision (Composite)	13.90	13.90	13.90
Met Life Insurance	1.50	2.42	2.42
<b>Classified</b>			
PBC 100-A \$20, Medco 200/10-35	\$564.00	\$985.00	\$1,172.00
PBC 90-C \$10, Medco 200/10-35	538.00	940.00	1,118.00
PBC 80-G \$30, Medco 200/10-35	454.00	792.00	946.00
SIMNSA	148.00	272.00	396.00
Delta Dental (Composite)	55.70	55.70	55.70
VSP Vision (Composite)	13.90	13.90	13.90

<b>Valuation Data</b>
-----------------------

**Active and Retiree Census**

Age distribution of retirees included in the valuation

Age	Count
Under 55	0
55-59	6
60-64	27
65+	<u>0</u>
All Ages	33
Average Age	61.52

Age/Years of service distribution of active employees included in the valuation

Years→	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35+	Total
<u>Age</u>									
<25	3								3
25-29	15	4							19
30-34	21	15	7	2					45
35-39	16	17	12	3	1				49
40-44	10	14	15	13	4				56
45-49	8	9	10	14	15	2			58
50-54	3	2	5	9	11	3	2		35
55-59	2	3	5	12	8	5	4	0	39
60-64	1	4	3	0	2	3	4	0	17
65+*	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>4</u>
All Ages	80	68	57	54	41	14	11	0	325

\*not eligible for future District-paid retiree health benefits.

Average Age: 43.82  
 Average Service: 11.99

**Actuarial Assumptions**

The liabilities set forth in this report are based on the actuarial assumptions described in this section.

Valuation Date: July 1, 2010  
 Actuarial Cost Method: Projected Unit Credit  
 Amortization Method: 30-year level dollar, open period  
 Discount Rate: 5.0% per annum  
 Return on Assets: 5.0% per annum  
 Pre-retirement Turnover: According to the Crocker-Sarason Table T-5 less mortality, reduced by 10% at all ages. Sample rates are as follows:

Age	Turnover (%)
25	7.0%
30	6.5
35	5.6
40	4.6
45	3.6
50	2.4
55	0.9

Pre-retirement Mortality: 1994 Group Annuity Mortality, male and female tables. Sample deaths per 1,000 employees are as follows:

Age	Males	Females
25	0.71	0.31
30	0.86	0.38
35	0.92	0.51
40	1.15	0.76
45	1.70	1.05
50	2.77	1.54
55	4.76	2.47
60	8.58	4.77

Post-retirement Mortality: 1994 Group Annuity Mortality, male and female tables. Sample deaths per 1,000 retirees are as follows:

Age	Males	Females
65	15.63	9.29
70	25.52	14.73
75	40.01	24.39
80	66.70	42.36
85	104.56	72.84
90	164.44	125.02

**Actuarial Assumptions  
(Continued)**

Claim Cost per Retiree or Spouse (Dental and Vision are composite):

Age	Medical/Rx	Dental/Vision
55	\$8,114	\$835
60	9,406	835
64	10,587	835
65	4,235	835
70	4,562	835
75	4,914	835

Retirement Rates:

Age	Percent Retiring*
55	7.0%
56	15.0
57	15.0
58	15.0
59	7.0
60	7.0
61	20.0
62	15.0
63	35.0
64	40.0
65	100.0

\*Of those having met the eligibility for District-paid benefits. The percentage refers to the probability that an active employee reaching the stated age will retire within the following year.

Trend Rate:

Healthcare costs were assumed to increase according to the following schedule:

FYB	Medical/Rx	Dental/Vision
2010	7.0%	4.0%
2011	6.0	4.0
2012	5.0	4.0
2013+	5.0	4.0

Percent Married:

15%. Male spouses assumed 3 years older than female spouses. For current retirees, actual spousal data was used.

Increases in District Caps:

Percentage of premium paid by retiree assumed to remain constant in all future years.

**Actuarial Certification**

The results set forth in this report are based on our actuarial valuation of the health and welfare benefit plans of the Central Union High School District ("District") as of July 1, 2010.

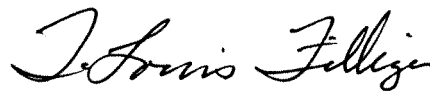
The valuation was performed in accordance with generally accepted actuarial principles and practices. We relied on census data for active employees and retirees provided to us by the District in June, 2011. We also made use of claims, premium, expense, and enrollment data, and copies of relevant sections of healthcare documents provided to us by the District.

The assumptions used in performing the valuation, as summarized in this report, and the results based thereupon, represent our best estimate of the actuarial costs of the program under GASB 43 and GASB 45, and the existing and proposed Actuarial Standards of Practice for measuring post-retirement healthcare benefits.

Throughout the report, we have used unrounded numbers, because rounding and the reconciliation of the rounded results would add an additional, and in our opinion unnecessary, layer of complexity to the valuation process. By our publishing of unrounded results, no implication is made as to the degree of precision inherent in those results. Clients and their auditors should use their own judgment as to the desirability of rounding when transferring the results of this valuation report to the clients' financial statements.

The undersigned actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this report.

Certified by:



T. Louis Filliger, FSA, EA, MAAA Date: 7/2/11  
Partner & Actuary



**Central Union High School District**  
**GASB 45 Valuation Results By Employee Group**

	7/1/2010	7/1/2010	7/1/2010	7/1/2010	7/1/2010	7/1/2010
	<u>Valuation Results</u>	<u>Valuation Results</u>	<u>Valuation Results</u>	<u>Valuation Results</u>	<u>Valuation Results</u>	<u>Valuation Results</u>
	<u>Certificated</u>	<u>Classified</u>	<u>Certificated Mgmt.</u>	<u>Classified Mgmt.</u>	<u>Total All Groups</u>	
District-paid Present Value of Benefits						
Actives	\$ 5,342,453	\$ 3,430,563	\$ 215,332	\$ 449,492	\$ 9,437,840	
Retirees	498,836	522,414	91,601	124,909	1,237,760	
Total District-Paid PVFB:	\$ 5,841,289	\$ 3,952,977	\$ 306,933	\$ 574,401	\$ 10,675,600	
District-paid Accrued Liability:						
Actives	\$ 2,449,827	\$ 1,651,433	\$ 93,479	\$ 198,861	\$ 4,393,600	
Retirees	498,836	522,414	91,601	124,909	1,237,760	
Total District-Paid AL:	\$ 2,948,663	\$ 2,173,847	\$ 185,080	\$ 323,770	\$ 5,631,360	
Assets*	-	-	-	-	-	
District-paid Unfunded Accrued Liability ("UAL")	\$ 2,948,663	\$ 2,173,847	\$ 185,080	\$ 323,770	\$ 5,631,360	
GASB 45 ARC (" <u>Annual Required Contributions</u> ")						
Service Cost at Year-end	\$ 198,311	\$ 132,253	\$ 9,378	\$ 17,019	\$ 356,961	
30-year amortization of District-paid UAL	191,814	141,412	12,040	21,062	366,328	
Total ARC (District's Annual Expense)	\$ 390,125	\$ 273,665	\$ 21,418	\$ 38,081	\$ 723,289	

\*Assets, if any, allocated in proportion to AL pursuant to CDE guidelines only; GASB 45 does not provide authority for this calculation

**Central Union High School District  
Development of Annual OPEB Costs**

**Exhibit II**

	<b>Amount</b>
<b>Net OPEB Obligation 6/30/2008</b>	-
ARC for 2008-9	687,609
Interest adjustment to ARC	-
Amortization adjustment to ARC	-
<b>Annual OPEB Cost 2008-9</b>	<b>687,609</b>
Employer Contribution	<u>(191,824)</u>
<b>Net OPEB Obligation 6/30/2009</b>	<b>495,785</b>
ARC for 2009-10	687,609
Interest adjustment to ARC	29,753
Amortization adjustment to ARC	<u>(36,025)</u>
<b>Annual OPEB Cost 2009-10</b>	<b>681,337</b>
Employer Contribution	<u>(230,883)</u>
Change in Net OPEB Obligation 2009-10	450,454
Net OPEB Obligation 6/30/2009	<u>495,785</u>
<b>Net OPEB Obligation 6/30/2010</b>	<b>946,239</b>
ARC for 2010-11	723,289
Interest adjustment to ARC	47,312
Amortization adjustment to ARC	<u>(61,554)</u>
<b>Annual OPEB Cost 2010-11</b>	<b>709,047</b>

**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 9, 2011  
**TO:** C. Thomas Budde, Superintendent  
**FROM:** Carol Moreno, Director of Human Resources  
**SUBJECT: VARIABLE TERM WAIVER REQUEST - WAIVER OF  
EDUCATION CODE §44253.11  
Waiver of Certificate of Completion of Staff Development to  
Provide Instruction to English Learners**

**ACTION**

**BACKGROUND:**

New Legislation, SB280 (Chap. 145, Stats, 2007) was signed by the Governor on October 12, 2007. One provision of the bill pertains to options to earn and the requirement to hold an English learner (EL) authorization for designated subjects vocational/career technical education and special subject teaching credentials and service credentials with a special class authorization.

**Key provisions:**

SB 280 states that holders of designated subjects vocational/career technical education and special subject teaching credentials and service credentials with a special class authorization may complete the staff development required to earn a Certificate of Completion of Staff Development (CCSD). Changes to the statute include the removal of the provision that allowed teachers to be “teachers in training” while pursuing training to earn a CCSD. Therefore, it is necessary for us to apply for a Variable Term Waiver to satisfy the requirement for the EL authorization.

**DISCUSSION/ALTERNATIVE/CONCERNS:**

None

**FINANCIAL IMPLICATIONS:**

None known.

**ACTION:**

The Board is requested to approve submitting Variable Term Waiver(s) to the California Commission on Teacher Credentialing on behalf of the following employee(s), in grades 9-12, to waive the Certificate of Completion of Staff Development to provide instruction to English learner students. Effective dates of waiver: 08-09-11 through 06-01-12.

AMANDA K TATUM—ROP Culinary Arts

ACTION: MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_  
VOTE: AYES \_\_\_\_\_ NOES \_\_\_\_\_  
ABSTENTIONS \_\_\_\_\_



### VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be clear enough to photocopy.

<b>1. EMPLOYING AGENCY</b> (include mailing address) <b>Central Union High School District</b> <b>351 Ross Avenue El Centro, CA 92243</b>	County/District CDS Code <b>13-63115</b>	Contact Person: <b>Carol Moreno</b> Telephone #: <b>760-336-4513</b> E-Mail: <b>cmoreno@cuhsd.net</b>
NPS/NPA (list county code _____)		

#### 2. APPLICANT INFORMATION

Social Security Number

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed LiveScan receipt (~~41-L.S~~) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name **Tatum** **Amanda** **Kathleen**  
L ast First Middle

Former Name(s) \_\_\_\_\_ Birth Date **07/30/85**

Applicant's Mailing Address \_\_\_\_\_  
**E-mail address: atatum@cuhsd.net**

Credential Needed for Waiver **Certificate of Completion of Staff Development**  
 (List specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment **ROP Culinary Arts**

Indicate specific position and grade level (e.g. *chemistry teacher, grades 11-12*)

- For bilingual assignment list LANGUAGE: \_\_\_\_\_
- Is this a full time position?  Yes  No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s)
- Is this a subsequent waiver? (see #9 for additional information)  Yes  No

#### 3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: **44253.11**

#### 4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): **08 / 09 / 2011** to **06 / 30 / 2012**

Ending date of school term, track, or year: **06 / 01 / 2012**

**5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:**

**a. INDICATE THE HIGH INCIDENCE AREA FOR THE ASSIGNMENT**

- Special Education
- Clinical or Rehabilitative Services
- Speech-Language Pathology Services
- Driver Education and Training
- 30-Day Substitute

**b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION**

No copies are necessary if this is a recognized high incidence area.

- Advertised in local/national newspapers
- Advertised in professional journals
- Attended job fairs in California
- Attended recruitment out-of-state
- Contacted IHE placement centers
- Distributed job announcements
- Internet
- Other \_\_\_\_\_

**c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE**

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

**Amanda Tatum holds a Associate of Science degree in Culinary Arts from the Art Institute of California San Diego and has several years of experience in the field. Ms. Tatum was raised in the Imperial County and knows our community and students well. She will be able to use her experience and education as a reference point for students and provide real world experience.**

6. NON STATEWIDE LOW INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- Administrative Services
- Single Subject Teaching (all subject areas)
- Designated Subjects – except driver education and training
- Library Media Services
- Multiple Subject Teaching
- Pupil Personnel Services: Counseling, Psychology, Social Work
- Reading Specialist/Certificate
- Teacher of English Learner Students

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- Distributed job announcements
- Contacted IHE placement centers
- Internet (i.e. [www.edjoin.org](http://www.edjoin.org))

Optional recruitment methods:

- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out-of-state
- Advertised in professional journals
- Other \_\_\_\_\_

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position?

0

How many individuals credentialed in the authorization of the waiver request were interviewed?

0

What were the results of those interviews? (Please indicate answers in numbers)

0 Applicant(s) withdrew

0 Candidate(s) declined job offer

0 Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

**Successful classroom teaching experience**

**Possession of a valid California teaching credential authorizing service in the subject area to be taught**

**Possession of an English Learner authorization**

**e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE**

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

**Amanda Tatum holds a Associate of Science degree in Culinary Arts from the Art Institute of California San Diego and has several years of experience in the field. Ms. Tatum was raised in the Imperial County and knows our community and students well. She will be able to use her experience and education as a reference point for students and provide real world experience.**

**7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL**

List the requirements that the applicant must complete to be eligible for the document named above as the credential goal and a target date by which he or she plans to complete those requirements.

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
<b>CCSD/SDAIE</b>	<b>7/1/2012</b>

**8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER**

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name **Anabel Rodriguez** Position **EL Resource Teacher**

**9. SUBSEQUENT WAIVER REQUESTS**

Attached is a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.

**10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?**

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

Yes       No       Not applicable (program completion is not a requirement)

**12. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES**

**Public School District:** Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

**County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency:** Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #14 below, the person signing verifies that there were no objections to this waiver request.

**13. APPLICANT'S CERTIFICATION**

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

\_\_\_\_\_  
**Signature of Applicant**

*(Sign full legal name as listed in #2)*

\_\_\_\_\_  
**Date**

**14. EMPLOYING AGENCY CERTIFICATION** *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Director of Human Resources**

**Date:** \_\_\_\_\_

**8/10/11**



**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 09, 2011  
**TO:** Board of Trustees  
**FROM:** C. Thomas Budde  
**SUBJECT:** **APPROVAL OF THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE DISTRICT AND BRAWLEY UNION HIGH  
SCHOOL DISTRICT FOR USE OF KITCHEN FACILITIES**

**A C T I O N**

**BACKGROUND:**

Attached.

**DISCUSSION/ALTERNATIVE/CONCERNS:**

None.

**FINANCIAL IMPLICATIONS:**

\$4,500 per month for one year or less.

**ACTION REQUESTED:**

The Superintendent recommends the Board approve the Memorandum of Understanding between the District and Brawley Union High School District allowing access to their kitchen facilities for the preparation of food.

**ACTION:** **MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_  
**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_  
**ABSTENTIONS:** \_\_\_\_\_

Memorandum of Understanding  
Between  
The Brawley Union High School District  
And  
The Central Union High School District

Whereas the Central Union High School District is currently renovating the kitchen at Central Union High School, and

Whereas the kitchen at Central Union High School is under construction and unusable, and

Where as the Central Union High School must provide breakfast and lunch to the students who attend Central Union High School, and

Whereas the Brawley Union High School District has agreed to assist the Central Union High School District by providing access to the kitchen at Brawley Union High School for the preparation of food to be served at Central Union High School.

Therefore, the Central Union High School and the Brawley Union High School District do agree:

This agreement shall be for one year and may be less. The agreement may be extended by mutual agreement.

The agreement shall terminate when renovation of the kitchen at Central Union High School is finished and returned to operation.

This agreement may be terminated by either party given 60 days written notice.

Employees preparing foods for Central Union in the Brawley Union High School kitchen shall be Central Union employees, supervised by Central Union, and all compensation, benefits(fringe and statutory), workers comp and liability insurance for those employees and their work, shall be paid by the Central Union High School District.

Parking and other employee support services shall be made available to the Central Union High School District employees in a manner similar to those same services made available to Brawley Union High School District employees.

Consultive management services will be provided by Sodexo.

Food stock and supplies will be provided by Sodexo and Central Union and Brawley Union High School will be accounted for separately by Sodexo.

Necessary equipment will be provided by Brawley Union High School but additional or specialized equipment may be provided as needed by Central Union. Repair and maintenance of equipment shall be the responsibility of the respective owner. All equipment will remain the property of the provider.

In consideration of utility costs, normal wear and tear, trash disposal, and for other just and good consideration the Central Union High School District shall pay the Brawley Union High School District four thousand, five hundred dollars (\$4,500) per month. This amount shall be prorated on a daily basis for partial months (August and final month).

\_\_\_\_\_  
For Central Union HSD

*Barbara Lopez*  
\_\_\_\_\_  
For Brawley Union HSD

\_\_\_\_\_  
Date

*7/14/2011*  
\_\_\_\_\_  
Date

**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 09, 2011  
**TO:** Board of Trustees  
**FROM:** C. Thomas Budde  
**SUBJECT:** **APPROVAL TO RENEW THE CONSULTING AGREEMENT WITH SODEXO AMERICA, LLC**

**ACTION**

**BACKGROUND:**

Attached.

**DISCUSSION/ALTERNATIVE/CONCERNS:**

None.

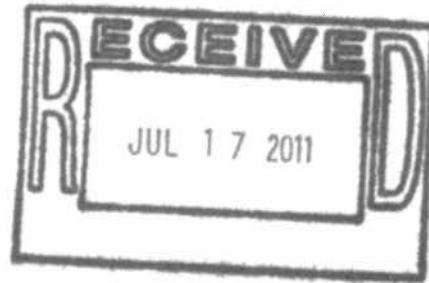
**FINANCIAL IMPLICATIONS:**

Dr. Budde will provide an update.

**ACTION REQUESTED:**

The Superintendent recommends the Board approve the renewal of the Consulting Agreement with Sodexo America, LLC.

**ACTION:**      **MOTION:** \_\_\_\_\_      **SECOND:** \_\_\_\_\_  
                 **AYES:**      \_\_\_\_\_      **NOES:**      \_\_\_\_\_  
                 **ABSTENTIONS:**      \_\_\_\_\_



School Services

July 6, 2011

Dr. Thomas Budde, Superintendent  
Central Union High School District  
351 Ross Avenue  
El Centro, CA 92243

Re: Consulting Agreement Dated June 23, 2009 between Central Union High School District and Sodexo America, LLC

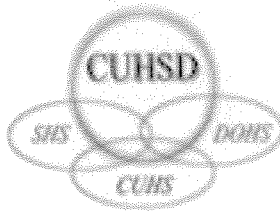
Dear Dr. Budde:

The above referenced Agreement expires on June 30, 2011. Sodexo agrees to continue providing Services to Client in accordance with the terms and conditions of the Consulting Agreement (as amended), and Client agrees to remit payment in accordance with the payment terms of the Consulting Agreement. Upon execution of a renewal amendment to the Agreement, the terms of the renewal amendment to the Agreement will retroactively apply, effective July 1, 2011.

Client's acceptance of the Services will be deemed acceptance of the conditions set forth in this letter.

Sincerely,

Jude Medeiros  
Operations Vice President



AMENDMENT

CENTRAL UNION HIGH SCHOOL DISTRICT

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated August 4, 2011, is between CENTRAL UNION HIGH SCHOOL DISTRICT ("SFA" and/or "District") and SODEXO AMERICA, LLC ("Consultant").

W I T N E S S E T H:

WHEREAS, District and Consultant entered into a Consulting Contract, dated June 23, 2009, ("Contract"), whereby District retains Consultant to provide food service consulting assistance located in El Centro, California

WHEREAS, the parties now desire to amend the aforesaid Contract;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 1.3.1 is hereby deleted in its entirety and the following substituted therefore:

"1.3.1 Term. The term of the Contract shall be for a period of one (1) year commencing on July 1, 2011 and terminating on June 30, 2012. By mutual agreement, the parties may renew this Contract for up to two (2) additional consecutive one (1) year renewal periods."

2. Section 8.1 is hereby deleted in its entirety and the following substituted therefore:

"8.1 CONSULTANT shall invoice the SFA \$1.75 per Pattern Meal and Meal Equivalent each Accounting Period for the services provided to the SFA pursuant to this Contract including, without limitation, the food, supplies, consultant, Insurance/workers compensation, signage/marketing materials, other miscellaneous, General Support Services Allowance and Consulting Fee (collectively the "Fixed Price"). CONSULTANT shall issue a commodity credit monthly to the SFA."

3. Section 8.6 is deleted in its entirety and the following substituted therefore:

"8.6 Guarantee. SFA and CONSULTANT shall work together to ensure a financially sound operation. The SFA and CONSULTANT will mutually

agree upon a budget for each school year attached as Exhibit B. The SFA may make adjustments to the budget for SFA decisions related to costs for District labor and benefits, capital outlay, indirect costs and other district charges, which charges shall be mutually agreed to in writing by the parties. If Food Service operations result in a Food Service Program Deficit more than One Hundred Sixty Four Thousand Eight Hundred Sixty Four and 00/100 Dollars (\$164,864.00), CONSULTANT shall reimburse SFA for the difference. Any reimbursement shall not exceed one hundred percent (100%) of CONSULTANT's annual fee (\$27,136 - Management and Administrative), which is included in the Fixed Price. CONSULTANT reserves the right to recover such reimbursement from any future Food Service operation Surplus."

4. Section 8.7 is deleted in its entirety and the following substituted therefore:

"8.7 **Assumptions.** Financial terms of the Contract are based upon existing conditions and the following assumptions. If there is a change in conditions, including, without limitation, changes to the following assumptions, the financial terms of the Contract, including the guarantee, shall be adjusted to compensate for such change.

- Changes in SFA's policies, practices, and service requirements relating to the food service program shall result in the need for an appropriate adjustment.

- Average daily attendance ("ADA") for the 2011-2012 contract year shall meet or exceed three thousand eight hundred ninety two (3,892) and year over year enrollment will be flat or increasing. In the event of declining enrollment, the financial terms of the Contract shall be adjusted accordingly.

- Legislation, regulations and Federal and State reimbursement rates, effective July 1, 2011 and usable commodities, of adequate quality and variety are available for CONSULTANT's proposed menu cycle, valued at \$.0225 per Pattern Meal for the 2011-2012 contract year, shall remain consistent throughout the contract year.

- There shall be no competitive sales during the lunch period unless as otherwise agreed upon by the parties in writing.

- Milk vendor prices shall increase or decrease as authorized by the California Department of Food and Agriculture, Milk Stabilization Board. Adjustments may be made only after notification of any price adjustment has been made in writing to the SFA from the provider. Price changes shall become effective on the Monday following written notification to the SFA.

- The projected number of full feeding days shall remain at one hundred eighty (180) for both Breakfast and Lunch.

- No less than 559,126 full priced meals

- CONSULTANT programs and/or recommendations shall be implemented as proposed and agreed upon by the SFA in writing in a timely manner.

- A la carte pricing that is mutually agreed upon by SFA and CONSULTANT with an average food cost of forty percent (40%) on all a la carte items sold.

- Meal prices for the 2011-2012 school year will be \$2.50 for a reimbursable full paid lunch, \$0.40 for a qualified reduced price lunch; \$1.75 for a reimbursable full paid breakfast, \$0.30 for a qualified reduced price breakfast.

- SFA expenditures charged against the Food Service fund for Capital Outlay or In-Direct Transfers shall not be more than One Hundred Fifty Eight Thousand Two Hundred Twelve and 00/100 Dollars (\$158,212.00).

- SFA costs charged to the Food Service operation shall not exceed the following for SFA Labor as provided in the RFP: Wages, Taxes and Benefits of Eight Hundred Twenty Three Thousand Six Hundred Ninety One 00/100 Dollars (\$823,691.00).

- Construction at Central High School shall not have an impact on meals.

5. Exhibit B is deleted in its entirety and the attached Exhibit B substituted therefore

6. This Amendment is effective July 1, 2011, and thereafter, unless amended. All other terms and conditions contained in the Contract shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

CENTRAL UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Name (printed): Dr. C. Thomas Budde  
Title: Superintendent

SODEXO AMERICA, LLC

By: \_\_\_\_\_  
Ted J. Monk  
Senior Vice President



**Exhibit B**  
**FINANCIAL PRO FORMA**  
**CENTRAL UNION HIGH SCHOOL DISTRICT**  
**SCHOOL YEAR 2011-2012**

<b>Resources:</b>	Dollars	CPM
Local Sales	\$ 419,568	\$ 0.7504
Reimbursements:		
State	\$ 100,482	\$ 0.1797
Federal	\$ 1,181,737	\$ 2.1135
Interest	\$ 2,200	\$ 0.0039
<b>Total Reimbursements:</b>	<b>\$ 1,703,987</b>	<b>\$ 3.0476</b>

<b>Requirements:</b>		
Food Costs:		
Food Cost	\$ 647,292	\$ 1.1577
USDA Commodity Entitlement Received	\$ (92,497)	\$ (0.1654)
<b>Total Food Cost</b>	<b>\$ 554,795</b>	<b>\$ 0.9923</b>
Labor Costs:		
District Labor, Wages, Taxes and Benefits	\$ 823,691	\$ 1.4732
<b>Total Labor Costs</b>	<b>\$ 823,691</b>	<b>\$ 1.4732</b>
Non Food Expense:		
Sodexo Costs	\$ 129,960	\$ 0.2324
District 4000	\$ 5,000	\$ 0.0089
District 5000	\$ 63,000	\$ 0.1127
District 6000	\$ -	
District 7000 - Indirects	\$ 90,212	\$ 0.1613
<b>Total Non-Food Costs</b>	<b>\$ 288,172</b>	<b>\$ 0.5154</b>
Contract Services:		
On-Site Consultant	\$ 67,122	\$ 0.1200
Taxes and Benefits	\$ 15,438	\$ 0.0276
Sodexo Consulting Fee	\$ 27,136	\$ 0.0485
<b>Total Contract Services</b>	<b>\$ 109,696</b>	<b>\$ 0.1962</b>
<b>TOTAL REQUIREMENTS</b>	<b>\$ 1,868,851</b>	<b>\$ 3.1770</b>
<b>Net Gain/(Loss) to District</b>	<b>\$ (164,864)</b>	<b>\$ (0.1294)</b>

\*CPM-Cost per Meal, include pattern breakfast, lunches, and equivalent meals in Calculations

**Assumptions:**

NO drop in participation due to construction at Central HS

Federal Lunch Reimbursement \$2.79 free, \$2.39 reduced, \$0.28

Federal Breakfast Reimbursement \$1.80 free, \$1.50 reduced, \$0.27

Paid Lunch Price \$2.50 (\$0.50 increase), Paid Breakfast Price \$1.75 (\$0.50 increase)

180 service days

Total Meals for Fees:	559,126
Lunch (1:1)	451,206
Breakfast (2:1)	64,170
Meal Equivalent (\$2.50)	43,750

<b>Fixed Price Per Meal</b>	<b>\$ 1.7500</b>
Commodities not deducted from invoice	

<b>Fixed Price Per Meal</b>	<b>\$ 1.5846</b>
Commodities deducted from invoice	

**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 09, 2011  
**TO:** Board of Trustees  
**FROM:** C. Thomas Budde  
**SUBJECT:** **APPROVAL OF THE SCHOOL MITIGATION AND SETTLEMENT AGREEMENT BETWEEN MCCABE UNION ELEMENTARY SCHOOL DISTRICT, THE CITY OF EL CENTRO, CENTRAL UNION HIGH SCHOOL DISTRICT AND WWS-BURSON LLC**

**ACTION**

**BACKGROUND:**  
Attached.

**DISCUSSION/ALTERNATIVE/CONCERNS:**  
None.

**FINANCIAL IMPLICATIONS:**  
Dr. Budde will provide and update.

**ACTION REQUESTED:**  
The Superintendent recommends the Board approve the School Mitigation and Settlement Agreement between McCabe Elementary Union School District, the City of El Centro, Central Union High School District and WWS-Burson LLC providing for the mitigation of impacts relating to the Miller-Burson property.

**ACTION:**      **MOTION:** \_\_\_\_\_      **SECOND:** \_\_\_\_\_  
                 **AYES:**        \_\_\_\_\_      **NOES:**        \_\_\_\_\_  
                 **ABSTENTIONS:** \_\_\_\_\_

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP  
501 West Broadway, 15th Floor  
San Diego, California 92101-3541

Attention: Jeffrey A. Chine, Esq.

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(Space Above this Line for Recorder's Use Only.  
Exempt from recording fees pursuant to Gov Code § 6103)

### SCHOOL MITIGATION AND SETTLEMENT AGREEMENT

THIS SCHOOL MITIGATION AND SETTLEMENT AGREEMENT ("**Agreement**") is made and entered into as of this 9th day of August, 2011, by and between McCabe Union Elementary School District ("**McCabe**"), Central Union High School District ("**Central**"), C. Thomas Budde, PhD ("**Budde**"), Steve Walker ("**Walker**"), Mark Larson ("**Larson**") and Michael McFadden ("**McFadden**"), the City of El Centro ("**City**") and WWS-Burson LLC ("**Burson**"). McCabe and Central may hereinafter be referred to collectively as "**Districts**." McCabe, Central, Budde, Walker, Larson and McFadden collectively may hereinafter be referred to as "**Petitioners**." All parties to this Agreement may hereinafter be referred to individually as "**Party**" and collectively as "**Parties**."

#### RECITALS

A. Burson is the owner and developer of certain real property located within the County of Imperial, within the sphere of the influence of the City of El Centro, commonly referred to as Miller Burson (the "**Property**"), more particularly described on Exhibit "A."

B. The Districts provide public education for students within their respective boundaries. McCabe serves students from kindergarten to grade eight and Central serves students from grade nine through grade twelve. The Property is within the boundaries of the Districts.

C. In May 2009, the City approved development entitlements for the Property including, without limitation, 484 single-family residential lots, two detention basins, two public parks and a school site on approximately 160 acres of land (hereafter "**Project**" or "**Project Approvals**").

D. On June 8, 2009, Petitioners filed an "Amended Class Action Petition for Writ of Mandate" in the County of Imperial Superior Court (Case No. ECU05246) challenging the validity of the Project Approvals, including without limitation the certification by the City of a Final Environmental Impact Report (the "**Litigation**").

E. The Parties to this Agreement now desire to settle and resolve the Litigation, and to provide for the mitigation of impacts from the Project on the Districts' school facilities.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

### AGREEMENT

1. Incorporation of Recitals. All of the foregoing Recitals are correct and are incorporated in this Agreement by reference.
2. Payment of School Mitigation Fees. Burson agrees to pay lawfully adopted school impact fees in accordance with Education Code section 17620 *et seq.* and/or Government Code section 65970 *et seq.* (hereafter, "**School Fees**") for the Project as follows:

2.1. McCabe.

2.1.1. School Fees. As a condition of issuance by the City of a Certificate of Occupancy for each dwelling unit, Burson shall pay the School Fees then in effect and charged by McCabe for residential construction within its boundaries, subject to the provisions described in Section 2.1.2 below and Burson's rights as provided for in Section 2.3 below.

2.1.2. Offsite Improvement Fees. Burson and McCabe acknowledge that the School Site Traffic Study discussed in Section 3 below may result in a requirement for construction or alteration of traffic-related facilities for the proposed development of the school site. The Parties agree that McCabe will include in all future School Fees adopted by McCabe for application to the Project an amount of fifteen cents (\$.15) per square foot of assessable space upon which School Fees are calculated (the "**Offsite Improvement Fees**"). The Offsite Improvement Fees shall be in addition to and are not intended to replace any part of any School Fees adopted by McCabe and otherwise applicable District-wide pursuant to a School Facilities Needs Analysis (SFNA), authorized by applicable law and regulations, including without limitation any component of such School Fees relating to or resulting from the projected cost of offsite improvements other than those contemplated by the Offsite Improvement Fees. In consideration of this Agreement, Burson shall waive, on behalf of itself and its successors in interest, any and all rights to comment upon and/or challenge the legal validity of the Offsite Improvement Fees component of any School Fees adopted or imposed by McCabe at any time in the future (for the sake of clarity, the waiver referred to above shall not apply, nor be deemed interpreted or construed to apply to Burson's unfettered right to comment upon and/or challenge the legal validity of any School Fees, other than the Offsite Improvement Fees component of such School Fees, adopted or imposed by the Districts now or in the future, as provided by applicable law).

2.2. Central.

2.2.1 School Fees. As a condition of issuance by the City of a Certificate of Occupancy for each dwelling unit, Burson shall pay the School Fees then in effect and uniformly charged by Central for residential construction within its boundaries, subject to Burson's rights as provided for in Section 2.3 below.

2.2.2 Central Supplemental Fees. In addition to the Central School Fees, Burson shall concurrently pay to Central an amount equal to fifty cents (\$.50) per square foot of assessable space upon which the School Fees are calculated (the "**Supplemental Fees**"). The

Supplemental Fees shall be adjusted annually, commencing upon the first anniversary of the filing of a final subdivision map within the Project, in accordance with adopted Building Cost Index (Engineering News/Record updated annually in May) of the District. Except as provided herein, Supplemental Fees shall not be less than fifty cents (\$.50) per square foot. In no event shall Supplemental Fees exceed sixty-five cents (\$.65) per square foot. The Central School Fees and the Supplemental Fees collectively shall be referred to as the "**Central Combined Fees**." In the event of an increase in the Central School Fees which would result in Central Combined Fees in excess of five dollars and fifty cents (\$5.50) per square foot, then the Supplemental Fees shall be reduced as required to prevent the Central Combined Fees from exceeding five dollars and fifty cents (\$5.50) per square foot. For example, if the Central School Fees increase to five dollars and twenty-five cents (\$5.25) per square foot, the Supplemental Fees will be reduced to twenty-five cents (\$.25) per square foot, resulting in Central Combined Fees of five dollars and fifty cents (\$5.50). In the event the Central School Fees become five dollars and fifty cents (\$5.50) per square foot or higher, the Supplemental Fees will be eliminated, until the Central School Fees are reduced to less than five dollars and fifty cents (\$5.50), at which time the Supplemental Fees will be payable, according to the terms of this section.

2.3. No Waiver. Nothing in this Agreement is intended to limit the discretion of the Districts in setting School Fees pursuant to applicable legal requirements and the provisions of this Agreement. This Agreement shall not be construed as a waiver or limitation of Burson's right to comment upon and/or challenge the legal validity of any School Fees adopted or imposed by the Districts now or in the future, as provided by applicable law, except for Burson's agreement to waive any such rights with respect to the Offsite Improvement Fees component of any School Fees, as set forth in Section 2.1.2. As further consideration for this Agreement, Burson shall dismiss without prejudice the case of *WWS-Burson LLC v. McCabe Union Elementary School District* (Case No. ECU06047), presently pending in the Superior Court of California, County of Imperial, which challenges the School Fees adopted by McCabe on the basis of an SFNA dated April 1, 2010 (the "**April 2010 School Fees**"). Notwithstanding the foregoing, Burson may reinitiate the said lawsuit (Case No. ECU06047) in the event that McCabe seeks to apply the April 2010 School Fees to the Project. In the event that Burson reinitiates the said lawsuit (Case No. ECU06047) in circumstances where McCabe is seeking to apply the April 2010 School Fees to the Project, then McCabe agrees not to oppose the reinitialization of the said lawsuit (Case No. ECU06047) on the grounds of statute of limitation or otherwise. However, in the event that Burson reinitiates the said lawsuit (Case No. ECU06047) in circumstances where McCabe is not seeking to apply the April 2010 School Fees to the Project, then McCabe shall be free to oppose such reinitialization on the grounds of statute of limitations or otherwise and McCabe's waiver of such grounds as provided for in the preceding sentence shall not apply.

3. School Site Traffic Study. Not later than twenty (20) calendar days following receipt by Burson from McCabe of a copy of an invoice from a traffic consultant for services rendered McCabe in connection with the development of an elementary school on the School Site, Burson shall pay the invoice in an amount not to exceed Fifteen Thousand Dollars (\$15,000). Burson shall have no further obligation whatsoever in connection with the funding of such traffic study or the installation costs of any improvements recommended by the study, except for the terms of Section 2.1.2 above. The Parties agree that the traffic study is not being commissioned in connection with the Project and its content shall have no effect upon and shall not delay the Project in any manner.

4. Joint Use Agreement. Burson and McCabe have agreed in principal to the reconfiguration of a planned park site adjacent to the School Site within the Project, as described in Exhibit "B" attached hereto, which would allow for the exclusive school use of a portion of the park during school hours. The City and McCabe agree to negotiate in good faith a Joint Use Agreement to implement this concept and to provide for public access to adequate areas of the park during school hours, without requiring of Burson any further dedication of park land, imposition of park fees or any other exactions in addition to those already contained in the Project Approvals. Joint Use Agreement negotiations between the City and McCabe shall not delay the Project. The effectiveness of this Agreement shall not be conditioned upon the City and McCabe reaching agreement upon terms of, or the execution of, a Joint Use Agreement.

5. School Site Acquisition. A school site has been designated on the Project tentative subdivision map ("**School Site**") for potential elementary school purposes, more particularly described on Exhibit "C" attached hereto. McCabe and Burson, through this Agreement, wish to set forth the terms and conditions upon which McCabe may acquire the School Site from Burson. McCabe and Burson agree that the transaction outlined below would require further documentation and cooperation between the Parties thereto, including an agreement for purchase and sale, containing the following material terms:

5.1. Purchase Price. The purchase price for the School Site shall be its fair market value.

5.2. Determination of Purchase Price. The total cash purchase price for the School Site ("**Purchase Price**") shall be determined as follows:

(a) McCabe shall cause an appraisal of the School Site to be prepared ("**Buyer Appraisal**"). The appraiser selected ("**Buyer's Appraiser**") shall be a member of the Appraisal Institute ("**MAI**"), who shall have at least ten (10) years experience in the appraisal of real property entitled or to be entitled for residential subdivision and school property and shall be licensed by the State. The School Site shall be appraised in accordance with State Allocation Board ("**SAB**") Regulations Section 1859.74.1 ("**Highest and Best Use**") and shall take in consideration the Site Improvements set forth in Section 5.3. The Buyer Appraisal shall establish and support the Buyer Appraiser's opinion of the fair market value ("**FMV**") of the School Site based on the Highest and Best Use. The Buyer Appraisal shall comply with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation. If Burson concurs with the FMV established in the Buyer's Appraisal, then (i) the FMV of the Buyer's Appraisal shall be deemed to be both the Purchase Price and the "actual site cost" of the School Site within the meaning of California Code of Regulations sections 1859.74.1 et seq. ("**SAB Regulations**"), and (ii) McCabe shall pay for the cost of such appraisal.

(b) If Burson does not concur with the FMV established in the Buyer Appraisal, Burson may designate, at its own expense, another appraiser meeting the qualifications outlined above ("**Seller Appraiser**"). In accordance with all requirements set forth in Subsection (a), above, Seller Appraisal shall independently appraise the School Site and prepare a report establishing and supporting an opinion of the FMV of the School Site based on the Highest and Best Use ("**Seller Appraisal**"), taking into consideration the Site Improvements set forth in Section 5.3. If the opinions of FMV set forth in the Seller Appraisal and the Buyer Appraisal differ by ten percent (10%) or less of the higher value, the appraised FMV of the School Site based on the Highest and Best Use shall be deemed to be the average of the FMV of

the Buyer Appraisal and the Seller Appraisal. In such event, that average FMV shall be deemed to be both the Purchase Price and the "actual site cost" of the School Site within the meaning of the SAB Regulations. If the opinions of FMV set forth in the Buyer Appraisal and the Seller Appraisal differ by more than ten percent (10%) of the higher value, then either Party shall have thirty (30) days from the date the Seller Appraisal is received by that Party to notify the other Party in writing that a Supplemental Appraiser shall be appointed as set forth in Subsection (c), below. Thereafter the Parties shall follow the procedures set forth in Subsection (c) to establish the FMV of the School Site based on the Highest and Best Use. The Party requesting the Supplemental Appraiser shall pay the cost of the Supplemental Appraiser. If neither party requests the Supplemental Appraiser within the thirty (30) day period, then the appraised FMV of the School Site based on the Highest and Best Use shall be deemed to be the average of the FMV established in the Buyer Appraisal and the Seller Appraisal. In such event, that average FMV shall be deemed to be both the Purchase Price and the "actual site cost" of the School Site within the meaning of the SAB Regulations.

(c) If either Party requests a Supplemental Appraiser pursuant to Subsection (b), above, then the Buyer Appraiser and Seller Appraiser shall be instructed to agree upon a third appraiser meeting the qualifications set forth in Subsection (a) above ("**Supplemental Appraiser**"). The Supplemental Appraiser shall, in accordance with all requirements set forth in Subsection (a), above, independently appraise the School Site and prepare a report establishing and supporting its opinion of the FMV of the School Site based on the Highest and Best Use ("**Supplemental Appraisal**"), taking into consideration the Site Improvements set forth in Section 5.3. If a Supplemental Appraisal is required, the appraised FMV of the School Site shall be deemed to be the average of the two out of the three appraisals having the closest opinions of FMV. If the FMV of the low and high appraisals are equi-distant from the middle appraisal, then the middle appraisal shall be chosen. If a Party implements the procedures set forth in this Subsection (c), the FMV established pursuant to this Subsection shall be deemed to be both the Purchase Price and the "actual site cost" of the School Site within the meaning of the SAB Regulations.

(d) The appraisal(s) used to establish and support the FMV of the School Site, which is the Purchase Price and the "actual site cost" of the School Site shall be the appraisal(s) submitted to the SAB in order to obtain the State's portion of the funding of the Purchase Price of the School Site.

5.3. Site Improvements. Except as otherwise provided for under this Agreement, including without limitation in Section 5.7 below, prior to close of escrow of the School Site, Burson shall complete certain improvements, including the installation of public right-of-way streets as provided for in the tentative subdivision map of the Project adjacent to the School Site and necessary to provide access as required by the Project Approvals. In addition, Burson shall stub-out to the property line of the School Site utilities (including, but not limited to water, sewer, natural gas, and conduit and wiring for electricity, telephone, computer cable TV and fiber optics, in accordance with standards of the Imperial Valley Technical Authority) at locations which shall be designated in the purchase and sale agreement referenced in Section 5.5 below. The School Site will be delivered in a sheet graded condition to approximate the same elevation as the curb adjacent to the School Site. Burson shall install a six (6') foot high solid decorative block/masonry or stucco wall along the rear and sides of all lots backing/siding onto the School Site, at the time Burson begins construction of residences on any of such lots. Burson agrees that the wall constructed in this manner shall be consistent with the wall required by

condition 20 of the Project Approvals. The improvements described in this Section 5.3 shall be referred to as "**Site Improvements.**" Except as described in this Section and in Section 5.8, Burson shall have no obligation to install any other improvements in relation to the School Site. Burson shall consult with McCabe regarding the details of grading and the specific locations for stubbed-out utilities. Installation of the streets shall include full width street pavement surfacing, curbs, gutters, lighting, landscaping and parkways, sidewalks and driveway aprons to the extent required pursuant to the Project Approvals, and protected frontage drop-off/pick-up lane (cut-out) for busses and private vehicles within the boundaries of the Park Site adjacent to the School Site, as required by condition 28 of the Project Approvals and in accordance with McCabe's specifications, at locations which shall be designated in the purchase and sale agreement referenced in Section 5.5 below.

5.4. McCabe Credits. At the election of Burson, all or a portion of the Purchase Price may be paid in the form of School Fee credits, which may be used to satisfy McCabe School Fee obligations ("**McCabe School Fee Credits**"). McCabe School Fee Credits are freely transferrable and have no expiration date. Burson also shall receive McCabe School Fee Credits equivalent to the value of (a) any off-site improvements which Burson, in its sole and unfettered discretion, may elect to provide for the benefit of the School Site ("**Further Improvements**") and which are not included in the FMV of the appraisal(s) and the Purchase Price of the School Site; and (b) the value of the improvements described in Section 5.8 below. Any Further Improvements shall be identified by further agreement between McCabe and Burson, subject to approval by McCabe prior to Burson incurring costs for construction of such Further Improvements. The purchase and sale agreement to be negotiated by Burson and McCabe will include a mechanism to account for McCabe School Fee Credits, including in relation to such Further Improvements, and such mechanisms shall survive the termination or closing of the purchase and sale agreement.

5.5. Acquisition Timing. A purchase and sale agreement between Burson and McCabe shall be executed, if at all, not later than one year following the date upon which a final subdivision map for the portion of the Project containing the School Site is approved and recorded by the City ("**Final Map Approval Date**"). As a condition precedent to McCabe's obligation to purchase the School Site under the terms and conditions of the purchase and sale agreement, the California Department of Education (CDE) and the California Environmental Protection Agency Department of Toxic Substance Control (DTSC) shall have approved McCabe's acquisition of the School Site and any other applications, documents, reports or other conditions required to permit McCabe to proceed with the development of the School Site and obtain applicable State grants to fund the acquisition and construction of the School Site (collectively, "**State Approvals**") on terms and conditions reasonably acceptable to McCabe. As a covenant of McCabe, and not a condition for McCabe's benefit, McCabe shall undertake all diligent efforts in procuring the State Approvals as soon as reasonably possible. McCabe's failure to disapprove the State Approvals by the last day of an agreed due diligence period shall be deemed to be McCabe's approval. If McCabe timely disapproves the terms and conditions of the State Approvals, McCabe shall elect to either terminate the purchase and sale agreement or waive such disapprovals and close escrow. Escrow on the School Site will close after (1) McCabe has received the State Approvals, on conditions, if any, reasonably acceptable to McCabe, as evidenced by McCabe's receipt of Final Site Approval Letter from CDE, (2) McCabe has received funds from the State of California to fund the Purchase Price, (3) the due diligence period defined in the purchase and sale agreement, and any extensions thereof, have ended, and (4) all other terms and conditions for close of escrow provided in the purchase



and sale agreement have been satisfied or waived. The parties intend to close escrow on the School Site not later than 180 days after the completed execution of the purchase and sale agreement, if all conditions of the eventual purchase and sale agreement are satisfied or waived. The Parties acknowledge that Project development will proceed in phases at the sole and unfettered discretion of Burson, and that the Site Improvements, described in Section 5.3, will only occur in conjunction with the development of the Project phase which contains the School Site. In no event shall Burson be required to install the Site Improvements in advance of the comprehensive construction of said Project phase, which phasing shall be in Burson's sole and unfettered discretion. In no event shall McCabe be required to construct any improvements on the School Site in advance of Burson installing the Site Improvements. In the event escrow does not close by the date defined in the purchase and sale agreement for any reason other than the default of a party, the purchase and sale agreement shall terminate.

5.6. Construction Timing. In the event McCabe elects to acquire the School Site, construction of an elementary school will commence no later than the issuance by the City of a certificate of occupancy for the 300<sup>th</sup> residential dwelling unit within the Project. In the event school construction has not so commenced, Burson may, at its election, provide written notice demanding that McCabe reconvey the School Site in the same condition as it was conveyed to McCabe. McCabe shall reconvey the School Site to Burson, no later than thirty (30) days from such written notice. Burson's right to reconveyance of the School Site as described herein shall be recorded against title for the School Site and shall be dealt with in the purchase and sale agreement for the School Site. In the event McCabe elects not to acquire the School Site, or in the event the School Site is reconveyed from McCabe to Burson, McCabe shall have no further interest whatsoever in the School Site and acknowledges that Burson may pursue alternative development or use of School Site. Moreover, in the event the Project Approvals, or any component thereof, expire, are terminated or no final subdivision map is recorded for the Project, Burson's obligation to convey the School Site shall be null and void. Nothing in this Agreement shall be interpreted to prevent McCabe from seeking to exercise its power of eminent domain or in any way to limit Burson's response thereto, or to derogate from or limit Burson's sole and unfettered discretion with respect to whether or not it pursues the construction of the Project or any step whatsoever in furtherance thereof or the timing of any such steps.

5.7. School Site Condition. The School Site shall be conveyed to McCabe free of monetary encumbrances and, except as may otherwise be provided for in this Agreement, with Site Improvements completed as required by Section 5.3 hereof. Except as otherwise provided in this Agreement, the School Site will be conveyed to McCabe in an "as is" condition, with no representations or warranties. Notwithstanding any other term of this Agreement to the contrary or otherwise, including without limitation Section 5.5 above, the purchase and sale agreement for the School Site shall provide that if the Site Improvements are not timely completed by the date for the close of escrow under that agreement, Burson shall provide evidence that appropriate bonds have been posted in accordance with SAB Regulations for the completion of the Site Improvements and the close of escrow of the purchase and sale agreement shall occur on such evidence being provided or McCabe, at its election, may delay the close of escrow until the Site Improvements are completed. For clarification purposes, escrow pursuant to the purchase and sale agreement will not close until the Site Improvements are completed, unless McCabe elects to close escrow based upon evidence that the appropriate bonds have been posted as provided for above.

5.8. Traffic Controls at Intersection of Ross and Haskell. At its option, Burson may either pay the reasonable cost for the installation of traffic signals and four (4) cross-walks at the intersection of Ross and Haskell Street or install such improvements itself, provided that said improvements are permitted by the City. The improvements will be installed, if at all, not later than the completion of construction of an elementary school on the School Site.

5.9. Additional Provisions. The purchase and sale agreement will contain other provisions which are commercially reasonable and customary for land transactions involving acquisition of land by a school district for construction of a school in the region.

6. Contributions.

6.1. Band Room Contribution. Within sixty (60) days after execution of this Agreement, Burson shall pay to McCabe the amount of \$34,601.72, for the prior cost of the Corfman Band Room.

6.2. Tax Benefits. McCabe acknowledges that Burson may seek a tax deduction or other benefits for contributions associated with this Agreement or made in addition to this Agreement. In such event, to the extent reasonable and at Burson's sole cost and expense, McCabe shall cooperate with Burson's efforts by executing any additional documents reasonably necessary for such purposes. McCabe shall establish and maintain a nonprofit entity that Burson can contribute to in order to obtain the benefits contemplated herein.

7. Mutual Release. The Parties hereto intend and agree that this Agreement shall be effective as a full and final accord in satisfaction and general release of and from all claims, rights or causes of action arising out of or related to the Litigation ("**Released Matters**"). In furtherance thereof, the Parties acknowledge that they are familiar with section 1542 of the Civil Code of the State of California which provides as follows:

"A general release does not extend to claims which the creditor does not know or expect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The Parties expressly waive and release any and all rights or benefits which they have or may have with respect to the Released Matters under section 1542 of the Civil Code of the State of California, any successor statute or any similar law or rule of any other jurisdiction. In connection with such waiver and relinquishment, the Parties acknowledge that they are aware that claims or facts in addition to, or different from, those which they presently know or believe to exist may be discovered and that the release herein given shall be and remain in effect as a full and complete release notwithstanding the discovery of the existence of any additional common, new or different claims or facts.

8. Mitigation of School Impacts. By entering into this Agreement and complying with its terms, Burson shall be deemed to have fulfilled and mitigated its entire obligation to assist in funding school facilities to house future K-12 students enrolled in the Districts' schools and residing within the boundaries of the Project. Residential dwelling units constructed within the Project will be fully mitigated and not subject to any further mitigation or other financial obligation owing to the Districts, except as otherwise provided for in this Agreement.

9. Dismissal of Litigation. Within five (5) days of the execution of this Agreement by the Parties, the Petitioners shall file with the Imperial County Superior Court a request for dismissal of the Litigation in its entirety with prejudice as against all named defendants. Petitioners waive, relinquish and covenant not to file any petition, complaint, motion, proceeding or action of any kind that (i) asserts any claims, rights, or causes of action alleged or which could have been alleged in the Litigation, and/or (ii) challenges the validity of the Project Approvals. This Agreement may be filed with the Superior Court as evidence of the Parties' agreement to resolve the Litigation.

10. No Waiver of Rights. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver of any Party's duties pursuant to applicable law with regard to the Project. The failure of a Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

11. Further Assurance. All Parties hereto agree that they will do such acts and prepare, execute and deliver such documents as may reasonably be required in order to carry out the purposes and intents of this Agreement.

12. Entire Agreement. This Agreement constitutes the complete and entire written Agreement of compromise, settlement and release by and among the parties hereto and constitutes the complete expression of the terms of the settlement. All prior and contemporaneous agreements, representations and negotiations regarding the matters resolved herein are superseded by this Agreement.

13. No Modification. The terms of this Agreement may only be amended or modified by a writing, signed by duly authorized representatives of all Parties hereto, expressly stating that such modification or amendment is intended.

14. Interpretation. All Parties to this Agreement and their attorneys, if any, have reviewed and been provided the opportunity to revise this Agreement, and the normal rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting Parties shall not be employed in the interpretation of this Agreement.

15. No Representation. Each of the Parties hereto acknowledges that no other Party, nor any agent nor any attorney of any other Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce said Party to execute or authorize the execution of this Agreement, and acknowledges that said Party has not executed or authorized the execution of this Agreement in reliance upon any such promise, representation or warranty not contained herein.

16. No Admission. The purpose of this Agreement is to accomplish the compromise and settlement of the Parties' claims, and nothing in this Agreement shall be construed as an admission by any Party to this Agreement of any liability of any kind to any other Party to this Agreement.

17. Binding on Successors, No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. This Agreement is entered into solely for the benefit of the Parties and the successors, transferees and

assigns of all Parties. Other than the Parties and their successors, transferees and assigns, no third person shall be entitled, directly or indirectly, to base any claim or to have any right arising from, or related to this Agreement.

18. Covenant Running with the Land. This Agreement and the covenants created thereby are for the benefit of the Property owned by Burson and are intended to preserve the value of said Property and enhance its development. Burson agrees for the benefit of the Districts that the Property shall be held, transferred, and encumbered subject to the provisions of this Agreement which are for the use and benefit of every person who now or in the future owns any portion or portions of the Property. This Agreement and all the rights and obligations thereunder shall be a covenant running with the land and shall be binding upon and inure to the benefit of Burson and the Districts and their heirs, successors, assigns and personal representatives. The recordation of this Agreement shall constitute sufficient and constructive notice to every person owning any portion of the Property of the encumbrance of this Agreement.

19. Recovery of Litigation Expenses, Including Attorneys' Fees. If it becomes necessary to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs of litigation in addition to any other relief to which it may be entitled.

20. Due Authority of Signatories to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party which he or she represents to enter into this Agreement on behalf of the Party.

21. Notices. All notices and demands between the Parties shall be given by personal delivery, registered or certified mail, postage prepaid, return receipt requested, Federal Express or other reliable private express delivery, or by facsimile transmission. Such notices, demands or communications shall be deemed received upon delivery if personally served or sent by facsimile or after three (3) business days if given by other approved means as specified above. Notices, demands and communications shall be sent:

To McCabe: McCabe Union Elementary School District  
701 W. McCabe Road  
El Centro, CA 92243

To Central: Central Union High School District  
351 Ross Avenue  
El Centro, CA 92243

To Budde: C. Thomas Budde, PhD  
c/o Central Union High School District  
351 Ross Avenue  
El Centro, CA 92243

To Walker: Steve Walker  
c/o Central Union High School District  
351 Ross Avenue  
El Centro, CA 92243

To Larson: Mark Larson  
c/o McCabe Union Elementary School District  
701 W. McCabe Road  
El Centro, CA 92243

To McFadden: Michael McFadden  
c/o McCabe Union Elementary School District  
701 W. McCabe Road  
El Centro, CA 92243

With a copy to: Thomas W. Barth, Esq.  
Barth & Tozer LLP  
431 "I" Street, Suite 201  
Sacramento, CA 95814

To City of El Centro: City of El Centro  
1275 Main Street  
El Centro, CA 92243

With a copy to: Luis F. Hernandez, Esq.  
Office of the El Centro City Attorney  
1275 Main Street  
El Centro, CA 92243

To Burson: WWS-Burson LLC  
c/o Westmount Properties LLC  
77682 Country Club Drive, Suite A-3  
Palm Desert, CA 92211

With a copy to: Jeffrey A. Chine, Esq.  
Allen Matkins Leck Gamble Mallory & Natsis  
501 West Broadway, 15<sup>th</sup> Floor  
San Diego, CA 92101

22. Time. Time is of the essence for each and every term, provision, and condition of this Agreement.

23. California Law Governs Agreements. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

24. Counterparts. This Agreement may be signed in one or more counterparts which, taken together, shall constitute one original document.

25. Exhibits. All Exhibits attached hereto are incorporated into this Agreement.

26. Recordation. Upon execution hereof, this Agreement shall be recorded.

IN WITNESS WHEREOF, this Agreement is agreed and entered into as of the date first written above.

McCABE UNION ELEMENTARY  
SCHOOL DISTRICT

By \_\_\_\_\_  
AMANDA BROOKE, Superintendent

CENTRAL UNION HIGH SCHOOL DISTRICT

By \_\_\_\_\_  
C. THOMAS BUDDE, PhD, Superintendent

\_\_\_\_\_  
C. THOMAS BUDDE, PhD, an Individual

\_\_\_\_\_  
STEVE WALKER, an Individual

\_\_\_\_\_  
MARK LARSON, an Individual

\_\_\_\_\_  
MICHAEL McFADDEN, an Individual

CITY OF EL CENTRO

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

WWS-BURSON LLC

By \_\_\_\_\_  
LEONARD STEINBERG, Individually/  
Member of WWS-Burson, LLC, a  
California Limited Liability Company

WESTMONT PROPERTIES, LLC, a California  
Limited Liability Company, Member of WWS-  
BURSON, LLC, a California Limited Liability  
Company

By \_\_\_\_\_  
STEVEN HYMAN, Manager of  
WESTMONT PROPERTIES, LLC, a  
California Limited Liability Company

RPW VENTURES I, LLC, a California Limited  
Liability Company, Member of WWS-BURSON,  
LLC, a California Limited Liability Company

By \_\_\_\_\_  
ROBERT P. WARMINGTON, Manager/  
Member of RPW VENTURES I, LLC, a  
California Limited Liability Company

APPROVED AS TO FORM:

BARTH & TOZER LLP

By \_\_\_\_\_  
THOMAS W. BARTH, ESQ.  
Attorneys for Petitioners

EL CENTRO CITY ATTORNEY

By \_\_\_\_\_  
LUIS F. HERNANDEZ, ESQ.  
Attorneys for City of El Centro

ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP

By \_\_\_\_\_  
JEFFREY A. CHINE, ESQ.  
Attorneys for WWS-Burson, LLC

EXHIBIT "A"

PROPERTY



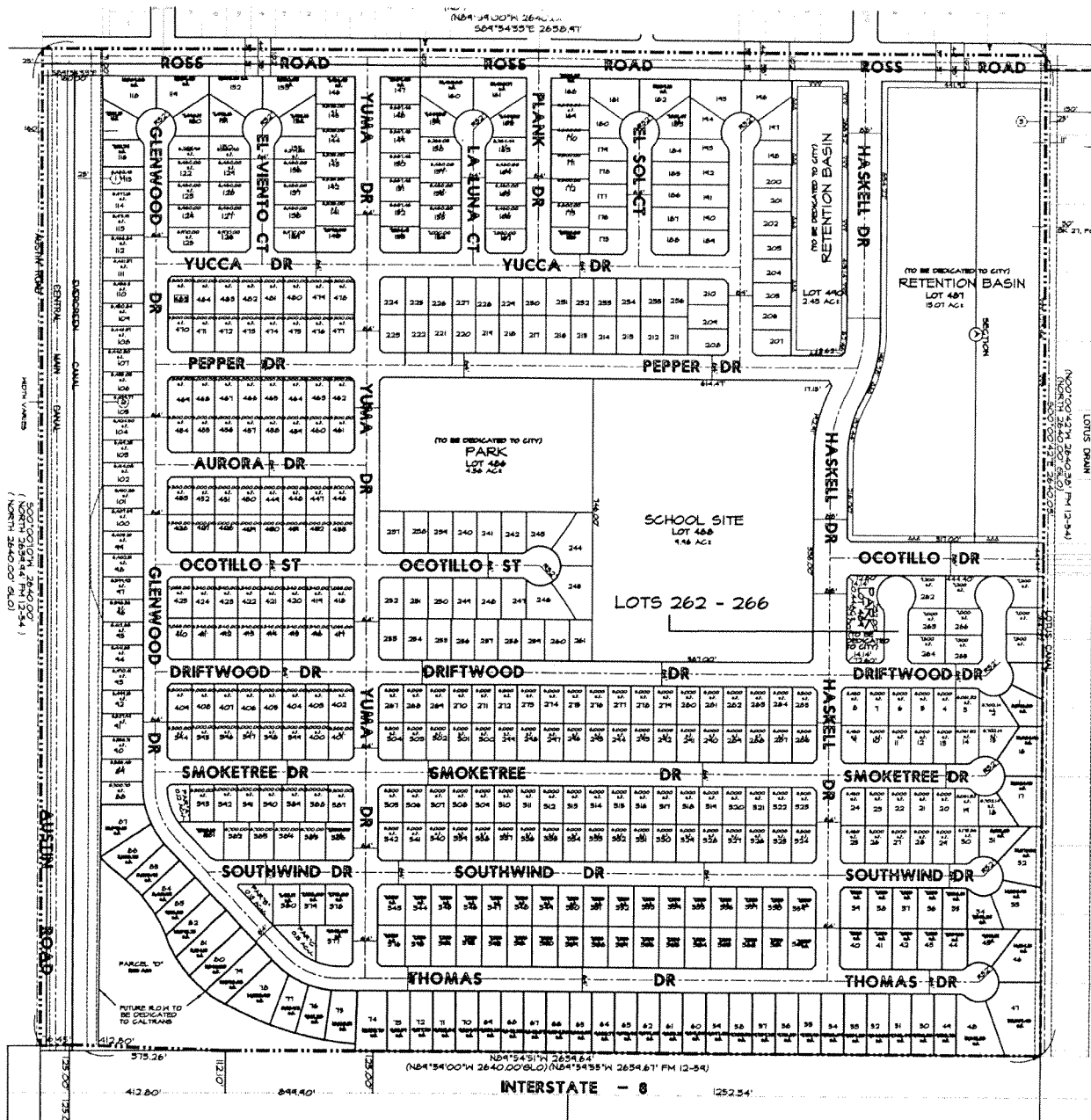
**EXHIBIT "B"**

**PARK JOINT USE PROPOSAL**

[To be developed by Districts and City subsequent to this Agreement]

EXHIBIT "C"

SCHOOL SITE



**DATE:** August 9, 2011  
**TO:** C. Thomas Budde, Ph.D.  
**FROM:** Sheri Hart  
**SUBJECT:** APPROVAL OF THE UPDATED LOCAL EDUCATIONAL AGENCY PLAN AND THE PLAN ADDENDUM

**ACTION**

**BACKGROUND:**

As a result of its identification for Program Improvement, the district was required to develop an addendum to the Local Educational Agency Plan (LEAP) to address specific areas of improvement. The Addendum and the revised LEAP were approved by the Board of Trustees in January. Following submission of the Addendum to the California Department of Education (CDE), it was reviewed by trained readers and feedback about needed revisions was provided. In general, the readers recommended that the strategies, timeline, monitoring activities, and budget be more specific.

**DISCUSSION/ALTERNATIVE/CONCERNS:**

The CDE does not require that the Addendum be resubmitted for review at the state level. The CDE does, however, require that the Addendum be approved by the local Board and posted on the district's website. The revised Addendum can be found at:  
[http://edservices.cuhsd.net/edservices\\_state\\_and\\_federal.html](http://edservices.cuhsd.net/edservices_state_and_federal.html)

**FINANCIAL IMPLICATIONS:**

Approval of the Addendum is necessary for continued receipt of Federal Title I and Title III funds. Current year awards for these two programs amount to \$1,007,759.

**ACTION:**

The Superintendent recommends that the Board approve the revised Local Educational Agency Plan Addendum.

**ACTION:** MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_  
AYES: \_\_\_\_\_ NOES: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_

District Name: Central Union High School District

CD Code: 13-63115

REVISED

LOCAL EDUCATIONAL AGENCY PLAN ADDENDUM

*The Elementary Secondary Education Act, codified as No Child Left Behind (NCLB, Section 1116(c)(7)(A) requires that local educational agencies (LEAs) identified for Program Improvement (PI) shall, not later than three months after being identified, develop or revise an LEA Plan, in consultation with parents, school staff, and others. Rather than completely rewriting the existing LEA Plan, the CDE recommends using this Plan Addendum template to address the items below. Type your responses in the expandable text boxes.*

Approved by the CUHSD Board of Trustees on August 9, 2011

*The Plan Addendum, which must be submitted to the California Department of Education (CDE), is required to:*

- 1. Address the fundamental teaching and learning needs in the schools of that LEA and the specific academic problems of low-achieving students, including a determination of why the prior LEA Plan failed to bring about increased student achievement.**

Please describe how you will address student learning needs, based on an analysis of data for why the prior LEA Plan was not successful. (First determine whether the LEA Plan was fully implemented as written. For assistance, please use the State Assessment Tools to help you with your analysis, review and/or revision. These tools are available on the CDE State Assessment Tools Web page at <http://www.cde.ca.gov/taact/taact/stateassesspi.asp>.)

**The CUHSD LEA Plan** outlines a number of strategies that have been integral to continued improvement in the district over the past several years. Each school site's SPSA supports the activities described in the LEA Plan. Adherence to the LEA Plan's activities has resulted in an increase of nearly 200 points at each of the comprehensive high schools' Academic Performance Index (API) over the last ten years. Those activities and strategies alone, however, were not sufficient to maintain improvement levels at a rate necessary to keep pace with the increasing academic proficiency AYP targets.

Proactively, the data analysis process began in February 2010 prior to the district's PI identification. Each school site involved administrative, resource and teaching staff members in the completion of the APS. In addition, the Board of Trustees approved a contract with WestEd to conduct a complete evaluation of the English Learner program. CELDT, CAHSEE, AP, CST and grade data were analyzed by WestEd consultant, Dr. Zoe Brown. Multiple classroom observations were conducted, and administrators, teachers and students were interviewed. Dr. Brown reported findings and recommendations to staff and to the Board. A team comprised of the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Academic Coaches, Program Improvement Resource Teachers, and the English Learner Program Resource Teacher followed up by prioritizing Dr. Brown's 27 recommendations and developing a plan of action to address them.

In the Fall of 2010, a District Advisory Panel (DAP) was convened to analyze student achievement data, participate in the District Assistance Survey, and most importantly, provide input into the LEA Plan Addendum.

**Achievement Data Analysis**

- In 2009-10 district-wide students did not meet the AYP proficiency target for ELA or Mathematics.
- The Latino and Socioeconomically Disadvantaged (SED) sub-groups did not meet AYP targets in ELA or Mathematics.
- English Learners (EL) did not meet the AYP target in ELA.
- SED and EL students did not meet the ELA target two years in a row – resulting in the LEA’s PI identification.

2010 Disaggregated AYP Proficiency Data										
10th Grade CAHSEE - score of >380										
District	English Language Arts					Mathematics				
	Valid Scores	No. A/Above Profic	% A/Above Profic	Met AYP	Valid Scores	No. A/Above Profic	% A/Above Profic	Met AYP	2010 Target - 55.6%	2011 Target - 66.7%
Districtwide	890	439	49.3%	No ↓	891	456	51.2%	No ↓		
Af. Amer/Black	15	7	46.7%	●	14	5	35.7%	●		
Asian/Filipino	14	12	85.7%	●	14	14	100.0%	●		
Latino	779	360	46.2%	No ↓	780	377	48.3%	No ↓		
White	68	50	73.5%	●	69	48	69.6%	●		
SocEcdis	585	239	40.9%	No ↓	585	273	46.7%	No ↓		
English Learner	503	191	38.0%	No ↓	501	240	47.9%	*SH ↓		
Stu w/Disability	84	15	17.9%	●	83	11	13.3%	●		

● Subgroup not numerically significant - A subgroup is defined as numerically significant for percent proficient if it has 100 or more students with valid scores or 50 or more students with valid scores who make up at least 15 percent of the total valid scores.

\*SH - The LEA or subgroup may have met the criteria for safe harbor, which is an alternate method of meeting the Annual Measurable Objective (AMO) if a school, an LEA, or a subgroup shows progress in moving students from scoring at the below proficient level to the proficient level.

Although not meeting proficiency targets, those subgroups identified with a green upward arrow in the "Met AYP" column experienced an increase in the percent proficient when compared to the prior year.

Downward red arrows signify areas in which there was a decrease in the percent proficient.

- In addition, ELs did not meet the AMAO targets for Percent of ELs Attaining the English Proficient Level on the CELDT.

The LEA Plan was not completely successful, because in some areas it did not address all students' academic needs with sufficient specificity to develop policies, practices and procedures targeting all of the variables needed for academic success. This was particularly true of strategies designed to address the unique needs of the English learner population. Some plan components were not fully implemented with fidelity. Furthermore, interventions for students not making sufficient progress were not clearly defined.

It is the goal of the CUHSD to continually improve its processes for diagnosing student learning needs and addressing those needs by individualizing each student's instructional program through differentiation and the provision of targeted interventions for those who are most at risk. With an emphasis on ELA, Math, intervention, professional development, and communication, the following section provides a general description of the overarching focus of school site efforts with more detailed implementation information provided in sections 3, 4 & 5.

Description of how student learning needs will be addressed:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost (annual)	Funding Source
<p><b>Standards-based English Language Arts Program</b></p> <p>The district will continue to implement standards-based ELA &amp; ELD programs and strive to ensure that all students master grade level standards in listening, speaking, reading and writing. The program for English learners will be specially designed to facilitate students' acquisition of English.</p> <p>Efforts of the ELA Curriculum &amp; Assessment Team (CAT) will continue. Greater emphasis will be placed on incorporating more writing into the curriculum. Essential standards for oral language and writing will be identified.</p> <p>ELA common summative and formative assessments will be revised and/or developed to ensure high quality test components that effectively and reliably measure student proficiency on all essential standards.</p>	<p>- Principals - ELA Teachers Ongoing</p>	<p>Base ELA &amp; ELD Program Salaries/Benefits</p>	<p>\$2.0 M</p>	<p>General Fund</p>
<p><b>Standards-based Mathematics Program</b></p> <p>The district will continue to institute and fully implement the Board adopted curriculum in mathematics and strive to ensure all students master state academic content standards.</p> <p>Common summative and formative assessments will be reviewed, revised and/or developed to ensure high quality test components that effectively and reliably measure student proficiency on all essential standards.</p>	<p>By June 2012</p> <p>- Principals - Math Teachers Ongoing</p>	<p>Collaboration Time, Hourly Salaries/Benefits</p> <p>Base Math Program Salaries/Benefits</p>	<p>\$7,000</p> <p>\$1.5 M</p>	<p>Title I EIA-SCE</p> <p>General Fund</p>

Description of how student learning needs will be addressed:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost (annual)	Funding Source
<p><b>Intervention</b></p> <p>The achievement of all students will be closely monitored. Schools will ensure that opportunities are provided for those who are failing core courses to participate in support courses, tutoring, and/or summer intervention.</p>	<ul style="list-style-type: none"> <li>- Counselors</li> <li>- English Learner Program Resource Teacher (ELPRT)</li> <li><b>Ongoing:</b> Grade review at the end of each grading period</li> </ul>	<p>Monitoring, Tutoring, Support Classes, Summer Program, Salaries/Benefits</p>	<p>\$200,000</p>	<p>General Fund Title I &amp; III EIA</p>
<p>A tiered system of intervention for students who experience difficulty in mastering standards in ELA and mathematics will be developed and implemented.</p>	<ul style="list-style-type: none"> <li>- Asst's Superintendent</li> <li>- Principals</li> <li>- Intervention TOSAs</li> </ul> <p><b>By August 2012</b></p>	<p>Portion of Salaries/Benefits, Materials</p>	<p>\$150,000</p>	<p>General Fund Title I</p>
<p><b>Professional Development</b></p> <p>Staff development will focus on proven effective instructional programs and strategies including, but not limited to, Explicit Direct Instruction, RTI, EL strategies, differentiated instruction, Assessment for Learning, Six Traits Writing, and critical reading. Professional development will be fortified with clearly defined teacher expectations, coupled with expectations for frequent observations/monitoring by administration and coaching from support staff.</p>	<ul style="list-style-type: none"> <li>- Asst's Superintendent</li> <li>- Principals</li> <li>- Academic Coaches</li> <li>- ELPRT</li> </ul> <p><b>Ongoing</b></p> <ul style="list-style-type: none"> <li>- Asst's Superintendent</li> <li>- Principals</li> <li>- Academic Coaches</li> </ul> <p><b>Ongoing</b></p>	<p>Training Costs, Salaries/Benefits, Substitutes</p> <p>Portion of Salaries/Benefits, Training Costs</p>	<p>\$100,000</p> <p>\$152,000</p>	<p>General Fund Title I, II EIA</p> <p>General Fund Title I, II, III</p>
<p><b>Communication &amp; Community Involvement</b></p> <p>Schools will increase communication with parents regarding their student's achievement.</p> <p>Parent education and outreach designed to increase parents' understanding of content standards, assessments, classroom expectations, intervention programs, graduation requirements, and a-g requirements will be provided.</p>	<ul style="list-style-type: none"> <li>- Principals</li> <li>- Counselors</li> <li>- Resource Staff</li> </ul> <p><b>At least once each quarter</b></p>	<p>Phone Calls, E-mails, Newsletters, Parent Workshops, Salaries/Benefits</p>	<p>\$50,000</p>	<p>General Fund Title I Title III EIA</p>
<p>Articulation with feeder schools designed to increase 8<sup>th</sup> grade students' awareness and understanding of high school expectations will be expanded. A program for involving high school students in mentoring activities for middle schoolers will be further developed.</p>	<ul style="list-style-type: none"> <li>-Asst's Principals</li> <li>-Counselors</li> <li>-Link Crew Supervisors</li> <li>-Student Mentors</li> </ul> <p><b>Spring 2011 &amp; 2012</b></p>	<p>Portion of Salaries/Benefits, Materials</p>	<p>\$1,000</p>	<p>General Fund Title I</p>
<p>A focus on school culture/structure and parent &amp; community involvement base on Dr. Muhammad's work will be introduced.</p>	<ul style="list-style-type: none"> <li>- All Staff</li> </ul> <p><b>August 2011 - Ongoing</b></p>	<p>Salaries/Benefits Training</p>	<p>\$90,000 \$ 6,500</p>	<p>General Fund GEAR-Up</p>

2. *Include specific measurable achievement goals and targets for student groups consistent with Adequate Yearly Progress (AYP).*

<p>Please describe academic goals and targets for student achievement, participation, growth on the API, and graduation rate, if applicable. (Refer to the CDE AYP Reports Web page at <a href="http://www.cde.ca.gov/ta/ac/av/aypreports.asp">http://www.cde.ca.gov/ta/ac/av/aypreports.asp</a>.)</p>	<p><b>Persons Involved/ Timeline</b></p>	<p><b>Related Expenditures</b></p>	<p><b>Estimated Cost (annual)</b></p>	<p><b>Funding Sources</b></p>
<p>The district will meet the Percent Proficient AYP targets for all students and those in significant sub-groups. OR will increase the percent proficient numbers sufficient to meet the Safe Harbor provision.</p>	<p>All certificated and administrative staff</p>	<p>Core academic &amp; supplemental instructional activities including administrator &amp; teacher</p>	<p>\$14 M \$900,000</p>	<p>General Fund Title I</p>
<p>The district's graduation rate will be at/above 90%</p>	<p>Efforts toward meeting goals will be continuous. AYP, API, Grad Rate &amp; CAHSEE Participation will be monitored annually upon release of results.</p>	<p>salaries/benefits, instructional materials, and professional development</p>	<p>\$180,000 \$ 30,000</p>	<p>Title II Title III EIA</p>
<p>The district will meet annual API growth targets.</p>				
<p>The district will continue to test 95% or more of 10<sup>th</sup> grade students on the CAHSEE.</p>				
<p>English Learners will meet the annual growth target for attaining English as measured by CELDT.</p>				

3. *Incorporate scientifically based research strategies that strengthen the core academic program in schools served by the LEA.*

<p>Please describe the specific strategies that the district will use and how those strategies will be used to strengthen the core academic program.</p>	<p><b>Persons Involved</b></p>	<p><b>Timeline</b></p>	<p><b>Related Expenditures</b></p>	<p><b>Estimated Cost (annual)</b></p>	<p><b>Funding Source</b></p>
<p><b>Six Traits Writing</b> will be implemented in all ELA classes, and schoolwide efforts will include integration of the Six Traits in writing in all academic courses. <b>Expository Reading and Writing</b> curriculum will be introduced in all English 9/10 courses, and will be integral to all English 11/12 courses. • Teachers will engage in collaborative lesson planning and scoring of student writing</p>	<p>- ELA teachers - Resource Teachers - Other core academic teachers</p>	<p><b>Ongoing</b> implementation; Collaborative activities to take place on <b>designated Wednesdays</b> during each quarter</p>	<p>Portion of Teacher Salaries/Benefits for planning &amp; evaluating student work Instructional Materials</p>	<p>\$11,000 \$10,000</p>	<p>General Fund Lottery</p>



Please describe the specific strategies that the district will use and how those strategies will be used to strengthen the core academic program.	Persons Involved	Timeline	Related Expenditures	Estimated Cost (annual)	Funding Source
<p><b>English Language Learner Strategies</b> that are specifically designed for the language level of EL students will be used in ELD, SEL, and mainstream classes to accelerate students' acquisition of English and increase their ability to access the core. Strategies will include:</p> <ul style="list-style-type: none"> <li>• <b>SDAIE</b> (including, but not limited to, graphic organizers, scaffolding, group learning, increased oral language, C4U, use of manipulatives &amp; realia, activating prior knowledge, and alternative assessments)</li> <li>• <b>Differentiated instruction</b> strategies utilized in all classrooms.</li> <li>• <b>ELD standards-based language objectives</b> to be developed and promoted in all classrooms. (See Section 6 for more detailed information)</li> </ul>	<ul style="list-style-type: none"> <li>- EL/PRT</li> <li>- Classroom Teachers</li> <li>- Assistant Principals</li> <li>- SEL Teachers</li> </ul>	<p>Training to be offered by Academic Coaches &amp; EL/PRT during prep periods during each semester; Classroom monitoring of use of strategies by site admin on a weekly basis</p>	<p>Portion of Salary/Benefits of classroom teachers for planning and training &amp; Administrators' for monitoring</p> <p>Portion of Salary/Benefits of Academic Coaches for training</p>	<p>\$ 8,500</p> <p>\$ 4,000</p> <p>\$ 5,000</p> <p>\$ 5,000</p>	<p>General Fund</p> <p>Title I, II &amp; III</p> <p>Title I</p> <p>EIA</p>
<p><b>Explicit Direct Instruction</b>, which is founded on the three-phase instructional delivery model (<i>I do. We do. You do.</i>), will be implemented. (Specific activities described in Section 4.)</p>	<ul style="list-style-type: none"> <li>- Classroom Teachers</li> <li>- Principals</li> <li>- ELA &amp; Math Teachers</li> <li>- ICOE Coordinators</li> </ul>	<p>DataWorks Training for SHS/DOHS in August 2011; ICOE Training/Support for CUHS in Fall 2011 &amp; Spring 2012; Model School Visits will occur as scheduled</p>	<p>Portion of Salaries/Benefits of Certificated Staff for training</p> <p>Training Costs (Dataworks)</p> <p>Materials</p> <p>Travel</p> <p>Substitutes</p>	<p>\$ 45,000</p> <p>\$ 5,000</p> <p>\$ 11,000</p> <p>TBD</p> <p>\$ 3,500</p> <p>\$ 2,400</p>	<p>General Fund</p> <p>Title I, II, III, SpEd</p> <p>Title I</p> <p>Title I</p> <p>EIA-SCE</p> <p>Title I &amp; II</p> <p>Title I &amp; II</p>
<p><b>Transforming School Culture</b> presented by Anthony Muhammad will provide strategies designed to empower educators to eliminate student achievement gap. The focus is on 4 critical areas of development: school culture, school structure, quality instruction, and parent &amp; community involvement.</p>	<ul style="list-style-type: none"> <li>- Classroom Teachers</li> <li>- Site Admin</li> <li>- District Admin</li> <li>- Resource Staff</li> </ul>	<p>Whole Staff Training in August 2011; Follow up TBD</p>	<p>Salaries/Benefits of Staff (One Day)</p> <p>Presenter Costs</p> <p>Follow Up Activities</p>	<p>\$ 111,000</p> <p>\$ 25,000</p> <p>\$ 3,500</p> <p>\$ 3,500</p> <p>TBD</p>	<p>General Fund</p> <p>Various Restricted</p> <p>GEAR-Up</p> <p>Title II</p>

<p>Please describe the specific strategies that the district will use and how those strategies will be used to strengthen the core academic program.</p>	<p><b>Persons Involved</b></p>	<p><b>Timeline</b></p>	<p><b>Related Expenditures</b></p>	<p><b>Estimated Cost (annual)</b></p>	<p><b>Funding Source</b></p>
<p><b>Multi-tiered intervention</b> approach will be implemented. Strategies will include:</p> <ul style="list-style-type: none"> <li>Screening of all students in the general education classroom to identify specific areas of need.</li> <li>Interventions for struggling learners provided at increasing levels of intensity to accelerate students' rate of learning.</li> <li>Progress monitoring to assess both the learning rate and level of performance of individual students.</li> <li>Educational decisions about the intensity and duration of interventions based on individual student response to instruction.</li> </ul>	<p>-SpEd Director -Ass't Superintendent -Site Administrators -Classroom Teachers -Intervention Staff</p>	<p>Implementation to be phased in over the next four years. (See more specific timeline in Section 4)</p>	<p>Salaries/Benefits, Materials, Training Costs</p>	<p>TBD (Will be based on the implementation model adopted by each school site)</p>	<p>General Fund Title I, II, III EIA IDEA</p>

**4. Identify actions that have the greatest likelihood of improving student achievement in meeting state standards.**

<p>Please identify actions and how they will be supported. (See full implementation statements in the Academic Program Survey [APS] and the District Assistance Survey [DAS] on the CDE State Assessment Tools Web page at <a href="http://www.cde.ca.gov/taact/t/stat/assessspl.asp">http://www.cde.ca.gov/taact/t/stat/assessspl.asp</a>.)</p>	<p><b>Persons Involved</b></p>	<p><b>Timeline</b></p>	<p><b>Related Expenditures</b></p>	<p><b>Estimated Cost (annual)</b></p>	<p><b>Funding Source</b></p>
<p>The ELA program will continue efforts to increase the quantity and quality of student writing through the implementation of <b>Six Traits Writing</b> and <b>ERWC</b> strategies in English and other core content areas. Specific actions include:</p> <ul style="list-style-type: none"> <li>Content Team evaluation of student work; development of inter-rater reliability.</li> <li>Collaborative lesson planning and curriculum development.</li> <li>Professional development and coaching provided by Resource Staff.</li> <li>CAT Team will continue to evaluate curriculum effectiveness, make modifications to course outlines, and refine assessments as needed.</li> </ul>	<p>-ELA teachers -Resource Teachers - Other core academic teachers</p>	<p><b>Ongoing</b> implementation; Collaborative activities to take place on <b>designated Wednesdays during each quarter.</b></p>	<p>Portion of Teacher Salaries/Benefits for planning &amp; evaluating student work</p> <p>Instructional Materials</p> <p>Portion of Resource Teachers' salaries/benefits</p>	<p>\$11,000</p> <p>\$10,000</p> <p>\$ 3,200</p>	<p>General Fund</p> <p>Lottery Title I, Title II, Title III</p>

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Please identify actions and how they will be supported. (See full implementation statements in the Academic Program Survey [APS] and the District Assistance Survey [DAS] on the CDE State Assessment Tools Web page at <a href="http://www.cde.ca.gov/taact/tl/stateassesspl.asp">http://www.cde.ca.gov/taact/tl/stateassesspl.asp</a> .)	Persons Involved	Timeline	Related Expenditures	Estimated Cost (annual)	Funding Source
<p>The district will continue efforts to increase the academic achievement of its English Learner population.</p> <ul style="list-style-type: none"> <li>SDAIE strategies will be routinely used in all classes (including, but not limited to, graphic organizers, scaffolding, group learning, increased oral language, C4U, use of manipulatives &amp; realia, activating prior knowledge, and alternative assessments)</li> <li>ELD standards-based language objectives will be developed and promoted in all classrooms.</li> <li>Lesson plans for designated EL program classrooms will include specific EL strategies.</li> <li>Specially Designed Program Offerings focusing on the unique need of English Learners will be offered including:               <ul style="list-style-type: none"> <li>Three levels of English language development for students with 3 or less years of US schooling</li> <li>SEI core content courses</li> <li>Alternative/Bilingual courses for recent immigrants</li> <li>Accelerated Language courses for long term ELs</li> <li>English Support classes</li> </ul> </li> </ul> <p>(See more specific details in Section 6)</p>	<ul style="list-style-type: none"> <li>EL Program (ELD, SEI, Bilingual)</li> <li>Teachers</li> <li>Resource Teachers</li> </ul>	<p>Use of strategies will occur daily; Lesson plans submitted weekly; Specific collaborative activities will occur at least once each quarter; Monitoring will occur weekly</p>	<p>Portion of Classroom Teachers' Salaries/Benefits for planning and training &amp; Administrators' salary/benefits for monitoring</p> <p>Instructional Materials</p> <p>Portion of Salary/Benefits of Academic Coaches &amp; ELPRT for training</p>	<p>\$ 8,500</p> <p>\$ 25,000</p> <p>\$ 5,000</p> <p>\$ 5,000</p> <p>\$ 4,000</p>	<p>General Fund</p> <p>Title I EIA</p> <p>Title I, II &amp; III</p>
<p>Ongoing efforts to increase student achievement in Mathematics will continue.</p> <p>Specific actions include:</p> <ul style="list-style-type: none"> <li>Collaborative lesson planning and sharing of effective strategies.</li> <li>Professional development and coaching provided by Resource Staff.</li> <li>Content Teams will continue to evaluate curriculum effectiveness, make modifications to course outlines, and refine assessments as needed.</li> <li>Learning cycle process</li> </ul>	<ul style="list-style-type: none"> <li>Mathematics Teachers</li> <li>Resource Teachers</li> </ul>	<p>Ongoing implementation; Collaborative activities to take place on designated Wednesdays during each quarter.</p>	<p>Portion of Math Teachers' Salaries/Benefits for planning and training</p> <p>Portion of Salary/Benefits of Academic Coaches &amp; ELPRT for supporting activities</p>	<p>\$8,000</p> <p>\$ 4,000</p>	<p>General Fund</p> <p>Title I, II, &amp; III</p>

Please identify actions and how they will be supported. (See full implementation statements in the Academic Program Survey [APS] and the District Assistance Survey [DAS] on the CDE State Assessment Tools Web page at <a href="http://www.cde.ca.gov/ta/act/ta/stateassesspl.asp">http://www.cde.ca.gov/ta/act/ta/stateassesspl.asp</a> .)	Persons Involved	Timeline	Related Expenditures	Estimated Cost (annual)	Funding Source
<p><b>Differentiated instruction</b> will be provided in all classrooms in order to meet the diverse learning needs of all students and ensure student achievement of grade-level standards, especially for English Learners and Students with Disabilities.</p>	<p>- Principals - Asst't Principals - Resource Staff - Teachers</p>	<p><b>Ongoing</b></p>	<p>Portion of Teacher Salaries/Benefits, Materials, Training</p>	<p>TBD</p>	<p>General Fund, Title I &amp; EIA, Title II</p>
<p><b>Explicit Direct Instruction</b> will be central to the learning process. Implementation will be monitored through classroom walk-throughs and observations.</p> <ul style="list-style-type: none"> <li>• Visits to high schools that are implementing with fidelity to observe effective practices</li> <li>• Training for whole staff (Various)</li> <li>• Data Works Training for SHS &amp; DOHS</li> <li>• Learning Cycle Process in Math &amp; English Departments</li> <li>• Monitoring and feedback regarding implementation of specific strategies/skills will be provided.</li> </ul>	<p>-Principals -Asst't Principals -Resource Staff -Teachers</p>	<p>Initial training in <b>August 2011</b>; Ongoing training thru <b>May 2013</b>; Implementation phased in during <b>2011-12 thru 2013-14</b></p>	<p>Salaries/Benefits of Certificated Staff for training (One Day – SHS/DOHS) Presenter Fees (Dataworks) Materials Travel Substitutes</p>	<p>\$ 45,000 \$ 5,000 \$ 11,000 TBD \$ 3,500 \$ 2,400</p>	<p>General Fund Title I, II, III, SpEd Title I Title I EIA-SCE Title I &amp; II Title I &amp; II</p>
<p><b>Ongoing coaching and classroom observations</b> by academic coaches, resource teachers, department chairpersons, and district/site administrators will ensure full implementation of standards-based curriculum and use of research-based effective instructional strategies.</p>	<p>-Academic Coaches -Principals -Asst't Principals -Resource Staff -Department Chairs</p>	<p><b>Weekly</b></p>	<p>Portion of Salaries/ Benefits of Academic Coaches, ELPRT, Administrators &amp; Department Chairs</p>	<p>\$ 15,000 \$50,000</p>	<p>Title I, II &amp; III General Fund</p>
<p><b>Reliable and valid assessments</b> that measure student proficiency levels in ELA, mathematics, science, and social studies will be developed. Greater focus will be placed on extended response and writing assessments. These assessments will be used to identify specific skill/knowledge deficits and determine appropriate interventions.</p>	<p>- Teachers -Resource Staff</p>	<p><b>By June 2012</b>; Revisions and Monitoring Ongoing</p>	<p>Portion of Salaries/ Benefits of Teachers &amp; Resource Staff during minimum days, prep periods, after school</p>	<p>\$ 20,000 \$ 4,000</p>	<p>General Fund Title I, II &amp; III</p>

Please identify actions and how they will be supported. (See full implementation statements in the Academic Program Survey (APS) and the District Assistance Survey (DAS) on the CDE State Assessment Tools Web page at <a href="http://www.cde.ca.gov/taact/sata/assesspl.asp">http://www.cde.ca.gov/taact/sata/assesspl.asp</a> .)	Persons Involved	Timeline	Related Expenditures	Estimated Cost (annual)	Funding Source
<p><b>Appropriate interventions</b> that are strategic, clearly defined, and designed to focus on specific skill gaps of students who are unable to master grade level academic standards will be developed and implemented.</p> <ul style="list-style-type: none"> <li>Curriculum, instruction, and assessment will be aligned into a coherent system that provides weekly/monthly student data about progress in core subjects, focuses high quality instruction, and ensures appropriate intervention for students experiencing difficulties in mastering standards.</li> <li>Intervention/support classes in ELA and mathematics will continue to be offered for identified grade 9/10 students. CAHSEE intervention courses will be offered for grade 12 students who have not yet passed the exam.</li> <li>Extended day and year programs will be offered. Tutoring after school, credit recovery, and summer intervention for SpEd and Migrant students will be provided. (contingent on funding)</li> <li>Monitoring and accountability plans will be developed to ensure effective implementation of strategic and intensive interventions.</li> <li>Data on the effectiveness of the interventions will be collected and analyzed.</li> <li>Evaluation reports will be submitted to the district office at the end of each semester.</li> </ul> <p><b>Time for collaboration</b> will continue to be allocated to allow teachers opportunities to share best practices, analyze data, evaluate student work, and develop/refine common formative and summative assessments.</p>	<ul style="list-style-type: none"> <li>-Principals</li> <li>-Asst Principals</li> <li>-Resource Staff</li> <li>-Teachers</li> <li>-Intervention Staff</li> </ul>	<ul style="list-style-type: none"> <li>- Targeted tutoring (at SHS) began in 2010-11.</li> <li>Identification, instruction and monitoring will be <b>refined in 2011-12.</b></li> <li>- Investigation of developing a comprehensive system including modification of the CUHS schedule to integrate interventions into the school day will <b>continue during 2011-12</b> with phased in implementation in 2012-13 &amp; 2013-14.</li> </ul>	<ul style="list-style-type: none"> <li>Salaries/ Benefits of Teachers, Resource Staff, &amp; Administrators</li> <li>Materials, Training Costs</li> </ul>	<p>TBD (Will be based on the implementation model adopted by each school site)</p>	<p>General Fund Title I, II, III EIA IDEA</p>
	<ul style="list-style-type: none"> <li>- District and Site Administrators</li> <li>- Resource Staff</li> <li>- Classroom Teachers</li> </ul>	<p><b>Ongoing</b></p>	<p>Collaboration Time Salaries/ Benefits of Teachers and Administrators</p>	<p>\$143,000</p>	<p>General Fund</p>

Please identify actions and how they will be supported. (See full implementation statements in the Academic Program Survey [APS] and the District Assistance Survey [DAS] on the CDE State Assessment Tools Web page at	Persons Involved	Timeline	Related Expenditures	Estimated Cost (annual)	Funding Source
<p><b>Peer mentoring and tutoring</b> programs will be expanded as a means of improving student relationships, enhancing students' sense of school connectedness, and increasing struggling students' opportunities for one-to-one/small group academic assistance. (e.g. Link Crew, AVID peer tutors, student aides, etc.)</p>	<p>-Principals -Link Crew Advisors</p>	<p>Ongoing</p>	<p>Hourly Salaries/ Benefits, Materials</p>	<p>\$ 5,000 \$ 3,000 \$ 2,000</p>	<p>General Fund, Title I, EIA</p>

**5. Address the professional development needs of the instructional staff that will support the strategies and recommendations described above.**

Please explain how the LEA identified professional development needs of instructional staff and LEA plans to support professional development. (See full implementation statements in the APS and the DAS located on the CDE State Assessment Tools Web page at <a href="http://www.cde.ca.gov/tacl/ti/stateassessment.asp">http://www.cde.ca.gov/tacl/ti/stateassessment.asp</a> .)	Persons Involved/Timeline	Related Expenditures	Estimated Cost (annual)	Funding Source
<p>Ongoing opportunities for teachers and administrators to participate in professional development necessary to achieve the goals identified in the LEA Plan will be provided. This includes but is not limited to training in the following areas:</p> <ul style="list-style-type: none"> <li>Standards-based assessment and grading (including Grant Wiggins, Robert Marzano, Ken O'Connor and Thomas Guskey)</li> <li>Explicit Direct Instruction (DataWorks, ICOE)</li> <li>Six Traits Writing</li> <li>Expository Reading and Writing</li> <li>Critical Reading</li> <li>Data Director</li> <li>Response to Intervention models and strategies (DuFour)</li> <li>English Learner Strategies (SDAIE, SIOP, PDCTEL)</li> <li>Differentiated Instruction</li> <li>Transforming School Culture (Anthony Muhammad)</li> </ul>	<p>Administrators Resource Staff Classroom Teachers Counselors</p> <p><b>Ongoing</b> In-services provided by Coaches &amp; ELPRT will occur on <b>prep periods &amp; after school throughout the year.</b> Workshop &amp; Conference attendance will take place <b>based on scheduled opportunities.</b></p>	<p>Portion of Salaries/ Benefits of Teachers &amp; Administrators</p> <p>Portion of Salaries/ Benefits of Resource Staff</p> <p>Training &amp; Travel Costs Substitutes</p>	<p>TBD (Determined by the number of staff who participate)</p> <p>\$ 30,000</p>	<p>General Fund</p> <p>Title I, II, III</p> <p>Title I, II, III &amp; EIA</p>

Please explain how the LEA identified professional development needs of instructional staff and LEA plans to support professional development. (See full implementation statements in the APS and the DAS located on the CDE State Assessment Tools Web page at <a href="http://www.cde.ca.gov/fact/lt/stateassessment/asp">http://www.cde.ca.gov/fact/lt/stateassessment/asp</a> .)	Persons Involved/Timeline	Related Expenditures	Estimated Cost (annual)	Funding Source
Support and training opportunities will be provided to teachers who are not fully credentialed in their subject areas to ensure that all instructional staff members are highly qualified.	Non-HQT Teachers	Per Diem Salary/ Benefits, Training costs, Travel costs	\$ 10,000	General Fund
	Ongoing		\$ 5,000	Title I, II,
Academic Coaches will continue to provide teachers ongoing opportunities for training and mentoring in the implementation of a wide array of effective instructional strategies. Priority is given to teachers new to the profession or to their current subject area or grade level assignment, as well as to teachers working with ELs and SWDs.	Academic Coaches	Portion of Salary/ Benefits	\$125,000	Title I Title II
	Prep periods & after school throughout year			
Visits to exemplary schools that are implementing effective programs with fidelity such as schoolwide EDI and modified tiered intervention schedules will be arranged.	Administrators Resource Staff Classroom Teachers	Per Diem Salary/ Benefits, Travel costs, Substitutes	\$ 4,000	General Fund
	As scheduled		\$ 3,000	Title I EIA
School site administrators will participate in ongoing professional development, and support in aligning curriculum, instruction, and assessment to state standards; using Aeries and Data Director in order to better monitor student achievement; aligning human and fiscal resources to achieve goals as outlined in the LEA Plan and SPSA; building effective parent and community involvement programs; and providing targeted professional development for all staff.	Administrators	Per Diem Salary/ Benefits, Training costs, Travel costs,	\$ 10,000	General Fund
	Ongoing		\$ 5,000	Title I Title II
Administrators will provide frequent monitoring of classrooms to ensure that professional development activities lead to improved instructional practice.	Administrators	Portion of Salary/ Benefits	\$ 45,000	General Fund
	Weekly			

**5. English Learners**

a. **Title III Status and Title I Program Improvement (PI) Status:** An LEA that is also in Title III Year 2 should insert the Improvement Plan Addendum in the expandable space below. LEAs in Title III Year 4 are required to complete the online Action Plan and need not address Item 6.

**1. Conduct an analysis of data. Identify and describe the factors that prevented the local educational agency (LEA) from achieving the Title III Annual Measurable Achievement Objectives (AMAOs) (Five page maximum for this item).**

**A. Analysis of data based on CELDT, CST, CMA, CAPA, and CAHSEE, and problems found.**

Our data analysis began with the administration of the DAS with district office administrative staff and the APS at each school site. Additionally, our district completed and reviewed the ELSSA. We had an opportunity to examine the combined results of the APS before beginning our discussion of the EL data included in the ELSSA. The combined results are included in our IPA.

Also taken into consideration was our district's performance on AMAOs. Our district met AMAO 1. In fact, 56.4% of our students made progress in learning English. Our goal is to ensure that our students continue to make progress in learning English. In regards to AMAO 2 we did not meet Part A, but did meet Part B. Only 15.1% of students who have been in US schools for less than 5 years became proficient in English. On a positive note, 45.2% of students in our district who have been in US schools 5 or more years, became proficient in English. Our district goal is to improve the percentage of all students who become proficient in English. Unfortunately, students in our district did not meet AMAO 3A or AMAO 3B. Only 38% of our English learners reached the academic target in ELA, and only 47.9% met the academic target in mathematics. The district's goal is to increase the percentage of ELs meeting academic targets in ELA and mathematics. Our plan specifies ways in which to address this goal.

In addition, in 2009-2010, we contracted with Dr. Zoe Brown from WestEd in an effort to review our English Learner Program. Some of the recommendations made that are included in this IPA include, determining essential standards and developing benchmark assessments around those standards, focusing on increasing EL engagement, focusing on increasing differentiation in all classes, ensuring effective instruction through consistent monitoring in classes, providing professional development and follow-up coaching with feedback.

**B. Strengths and weaknesses of current plan:**

After completing the ELSSA, our district found both strengths and weaknesses in our current plan. Strengths include providing equal access to the core and opportunity to learn in ELA and mathematics. Other strengths include student placement and professional development. Weaknesses include providing ELD to Long Term English Learners, providing intervention for all ELs in ELA and mathematics, in addition to assessment and accountability.



The analysis of our data and dialogue with staff at all levels of the district showed us that the **strengths** of our current plan include:

- Essential standards identified in ELA and mathematics
- Standards aligned materials
- Aligned course descriptions and sequencing at all the high schools
- Availability of programs to meet the needs of our English Learners
  1. Prog 1 (Sheltered English Immersion)
  2. Prog 2 (Alternative)
  3. Prog 3 (EL Mainstream)
  4. Prog 4 (Individualized Learning Plan)
- Quality professional development

**Weaknesses of Our Current Plan**

The analysis of our data on all the tools indicated that the greatest **weaknesses** in our plan are:

- Insufficient opportunity and lack of intervention in ELD for Long Term English Learners (LTELs)
- Insufficient opportunity and lack of intervention in ELA and mathematics for Long Term English Learners (LTELs)

**Other weaknesses include:**

**ELD Instructional Program Implementation**

The district is lacking quality assessments for ELD progress. We currently have no common assessment for placing or monitoring students in ELD beyond the CELDT.

While the CELDT is a good measure for monitoring progress over time, the scores arrive too late to be an effective measure for placing students in their ELD sections. We need to identify and implement common, ELD standards-based formative and summative assessments to be able to accurately place students and to allow teachers to monitor progress and make sound instructional decisions for their students.

**English Language Arts Instructional Program Implementation for Long Term English Learners (LTELs)**

In English language arts, we do not have common formative assessments for English classes to determine when students have mastered the essential standards. The result is that sometimes ELs are made to repeat courses because of not turning in homework or for grades, which are very subjective and not always reflective of students' mastery of standards.

Our district has an extensive series of sheltered core courses. However, we currently place the majority of our ELs in Prog 3 (the only SEI class they have is English.) Students at all levels of CELDT and reclassified students are placed together with English only students. The result is that teachers of these classes have a variety of student needs to meet and effective instruction is very challenging.

**Implementation of Instructional Interventions for ELA for Long Term English Learners (LTELs)**

A review of course offerings and a placement showed us that intervention options are inconsistent from site to site. All ELs are not offered strategic or intensive interventions in ELA and math. Some teachers use the ancillary materials for English learners to provide additional support.

**Professional Development**

While all of our teachers are appropriately credentialed to teach ELD, there is a need for additional support or monitoring of the implementation of research based instructional strategies for teaching ELD. There is a need for further professional development in using SDAIE strategies. There is also a need for staff development in differentiating instruction to meet the needs of ELs at different proficiency levels.

**Parental Participation**

Many parents do not understand the requirements for graduation and the requirements for admission to colleges and universities. The result is that many parents assume their children are prepared to enter post-secondary school when they are not. We realize that we need to improve the way we communicate to families regarding state assessments and graduation requirements. There is a need to provide training on CELDT, CAHSEE and CST. In addition, there is a need to provide training regarding home support techniques for parents (PIQE model).

**C. Factors contributing to failure to meet AMAO(s):**

- As described above, the following factors contributed to our failure to meet AMAOs:
- Lack of formative and benchmark assessments in ELD to monitor ELs' progress during the school year
- Lack of ELA formative assessments; lack of standards based grading policies; intervention options inconsistent from site to site; ELs not offered strategic or intensive interventions in ELA or mathematics.
- Lack of support and monitoring of implementation of research based EL (SDAIE) instructional strategies; need for additional staff development in differentiating instruction in core content courses for ELs at different ELD proficiency levels
- Lack of consistent parental participation from site to site; many parents uninformed of graduation and postsecondary admission requirements

**D. Conclusions from analysis that inform program modifications**

It is clear to all staff that we need to put our time and resources toward improving all aspects of English language development, particularly as it refers to our Long Term English Learners (LTELs). This includes placement criteria, interim monitoring of progress in language acquisition, effective instruction, quality materials and research based teaching practices. We need to address the same elements in our mainstream English classes. We also need to refine our placement and monitoring practices for English learners in ELA Interventions to ensure that ELs have access to these programs. We see the need for better progress monitoring of our English learners and we need to communicate better with the families of our students.

Educational activities to improve English proficiency and academic achievement	Timeline	Person Responsible	Funding Sources and Estimate	Monitoring Plan (To be completed periodically by LEA staff)
<p><b>2. Describe scientifically based strategies to improve English-language Development (ELD).</b> (AMAOS 1 and 2)</p> <p><b>OBJECTIVE: Full and consistent implementation of standards-based ELD instruction to all ELs.</b></p>				
<p>1. The district will identify clear criteria for placing students in ELD classes and will communicate these to all staff. These criteria will include CELDT scores, years in U.S. schools and R/LA assessment scores.</p>	<p>July 2011</p>	<p>Assistant Superintendent Principals, EL Program Resource Teacher (ELPRT)</p>	<p>EIA \$8,000</p>	<p>ELPRT will make program recommendations and schedule reviews each semester to ensure students are placed accordingly. Follow up monitoring of student schedules will be conducted to confirm proper placement.</p>
<p>2. Students new to the district will be assessed using LAS Links prior to placement in ELD classes.</p>	<p>Before start of school year for returning students and within 5 days of enrollment for new students</p>	<p>ELRPT, Testing Clerks</p>	<p>EIA \$1,000</p>	<p>ELPRT will ensure through monthly review of testing records that testing clerks assess new students as needed upon registration.</p>
<p>3. All teachers are CLAD certified and have been through SDALE refresher courses. All teachers teaching 2 or more sections of SEI will attend the PDCTEL.</p>	<p>Ongoing</p>	<p>ELRPT, Academic Coach (AC), ICOE</p>	<p>EIA \$25,000</p>	<p>The HR Director maintains a database of teacher certification and monitors annually to ensure there are no misassignments. No core academic teacher will be employed who does not hold appropriate EL certification.</p>
<p>4. The district will ensure that all teachers of ELD have sufficient standards-based, SBE approved or adopted ELD materials for each student in their ELD classes.</p>	<p>Before start of 2011-12 school year</p>	<p>Assistant Sup't, Principals, ELPRT</p>	<p>EIA \$65,000</p>	<p>ELPRT will annually monitor inventory of adopted ELD materials and supplemental resources to ensure the adequacy of materials.</p>
<p><b>Monitoring by Regional COE Lead</b></p>				

<p><b>3. Describe scientifically based strategies to improve academic achievement in reading/language arts (RLA). (AMAO 3)</b></p> <p><b>OBJECTIVE:</b> ELA support and intervention options will be designed and implemented for ELs to ensure that they have access to interventions.</p>	<p><b>Timeline</b></p>	<p><b>Person Responsible</b></p>	<p><b>Funding Sources and Estimate</b></p>	<p><b>Monitoring Plan</b> (To be completed periodically by LEA staff)</p>
<p>1. Staff will ensure that English learners have access to ELA interventions.</p>	<p>Before start of 2011-12 school year</p>	<p>Principals, ELPRT, AC</p>	<p>EIA \$8,000</p>	<p>ELs in need of strategic intervention will be identified by ELPRT and placed in English Support and Accelerated Language classes in August of each year.</p>
<p>2. District will continue to place 10<sup>th</sup> grade ELs in 2 hour blocks (CUHS) as well as target ELs who have not passed CAHSEE for CAHSEE Intervention classes. Programs to be used include BrainX, Study Island &amp; TeenBiz.</p>	<p>Ongoing</p>	<p>Principals, ELPRT</p>	<p>EIA \$50,000</p>	<p>The ELPRT will monitor targeted students' grades throughout the year. In the following fall, the ELPRT will analyze CST, CELDT, CAHSEE and grade data to identify program strengths and weakness. Based on the analysis, recommendations for improvement will be made.</p>
<p>3. District will develop clear entry and exit criteria for ELA interventions.</p>	<p>Before start of 2011-12 school year</p>	<p>Principals, ELPRT, AC, ELD/SEI Teachers</p>	<p>EIA \$7,000</p>	<p>APs for curriculum will review EL student data prior to the beginning of each semester to ensure proper placement of students in intervention programs as well as to assure that students are exited based on established criteria.</p>
<p>4. District will create progress monitoring (formative) assessments for ELs.</p>	<p>By June 2012</p>	<p>Principals, ELPRT, AC, ELD/SEI Teachers</p>	<p>EIA \$7,000</p>	<p>ELPRT will review assessments and ensure their implementation in the classroom on a quarterly basis.</p>
<p><b>Monitoring by Regional COE Lead</b></p>				

3. Describe scientifically based strategies to improve academic achievement in mathematics. (AMAO 3)	Timeline	Person Responsible	Funding Sources and Estimate	Monitoring Plan (To be completed periodically by LEA staff)
<p><b>OBJECTIVE: Mathematics support and intervention options will be designed and implemented for ELs to ensure that they have access to interventions.</b></p> <p>1. Staff will ensure that English learners have access to math interventions.</p>	<p>Before start of 2011-12 school year</p>	<p>Principals, ELPRT, AC</p>	<p>Title III \$8,000</p>	<p>ELs in need of strategic intervention will be identified by the ELPRT and placed in Algebra Support classes in August each year.</p>
<p>2. District will develop clear entry and exit criteria for math interventions.</p>	<p>Before start of 2011-12 school year</p>	<p>Principals, ELPRT, AC, ELD/SEI Teachers</p>	<p>Title III \$7,000</p>	<p>APs for Curriculum will review EL student data to ensure proper placement of students in intervention programs as well as to assure that students are exited based on established criteria.</p>
<p>3. District will create progress monitoring (formative) assessments for ELs.</p>	<p>By June 2012</p>	<p>Principals, ELPRT, AC, ELD/SEI Teachers</p>	<p>Title III \$7,000</p>	<p>ELPRT will review assessments and ensure their implementation in the classroom on a quarterly basis.</p>
<p>4. Minimum Wednesday tutorials for ELs at SHS.</p>	<p>Spring 2012</p>	<p>ELPRT, Math Teacher, AmeriCorps</p>	<p>Title III \$3,000</p>	<p>Participation logs will be submitted to the EL Program Office. The EL Program Assistant will track participation levels and report to site administration.</p>
<p><b>Monitoring by Regional COE Lead</b></p>				

<p><b>5. Describe scientifically based professional development strategies and activities, including coordination efforts with other Elementary and Secondary Education Act (ESEA) programs.</b></p>				
<p>1. All teachers of English learners will participate in PDCTEL training for access to core content area.</p>	<p>5 day training at ICOE Jan 11-May-11</p>	<p>ICOE Staff</p>	<p>Title III \$12,000</p>	<p>ICOE and the district Ed Services Department will monitor participation records and provide certificates of completion to those who complete and notification of incomplete modules to those who are in progress.</p>
<p>2. District will provide ELD strategy training to ELD and SEI teachers.</p>	<p>Ongoing</p>	<p>AC, ELPRT</p>	<p>Title III \$15,000</p>	<p>The ELPRT and ACs will maintain sign-in records of those who participate in training and will provide participation reports to Principals at the end of each semester.</p>
<p>3. The AC, ELPRT and administration will continue to conduct classroom observations to ensure implementation of ELD and SDAIE strategies.</p>	<p>Ongoing</p>	<p>AC, ELPRT</p>	<p>Title III \$15,000</p>	<p>Implementation of strategies learned in SDAIE refresher courses and PDCTEL will be monitored by site administrators. Observation records will be maintained.</p>
<p>4. Introduction of SIOP model to SEI teachers. SIOP is a research-based and validated instructional model that has proven effective in addressing the academic needs of English learners. The SIOP Model consists of eight interrelated components: lesson preparation, building background, comprehensible input, strategies, interaction, practice/application, lesson delivery, &amp; review/assessment</p>	<p>Jan 2011</p>	<p>AC, ELPRT</p>	<p>Title III \$15,000</p>	<p>The ELPRT and ACs will maintain sign-in records of those who participate in training and will provide participation reports to Principals.</p>
<p><b>Monitoring by Regional COE Lead</b></p>				

<p>6. Describe parental participation and outreach strategies to help parents become active participants in the education of their children, including coordination efforts with other ESEA programs.</p>				
<p>1. During ELAC/DELAC meetings, parents will be informed of graduation requirements. Counselors and ELPRT will present information to parents regarding graduation and A-G requirements; handouts will be provided and questions answered.</p>	<p>Annually at the December and May meetings</p>	<p>ELPRT, ELAC and DELAC presidents, counselors, teachers, admin</p>	<p>EIA \$3,000</p>	<p>The ELPRT will ensure that information regarding graduation and college entrance requirements are covered each year. Copies of meeting agendas will be maintained.</p>
<p>2. During ELAC/DELAC meetings, parents will be informed about high stakes assessments (CAHSEE, CST, CELDT) and their importance for their children will be explained.</p>	<p>Oct 2011 Jan 2012</p>	<p>ELPRT, ELAC and DELAC presidents, counselors, teachers, admin EL Assistant</p>	<p>EIA \$3,000</p>	<p>The ELPRT will ensure that information regarding high stakes exams is provided to parents each year. Copies of meeting agendas will be maintained.</p>
<p>3. EL Assistant will call parents of ELs who are struggling academically regarding tutoring. Home visits will be made if phone contact can't be made.  Academic advising will be conducted throughout the quarter for all ELs who have earned a D or F; students will be advised of tutoring and other services available to them; parent contact will be made every time staff meet with students.</p>	<p>Ongoing</p>		<p>Title III \$3,000</p>	<p>The ELPRT will regularly monitor student advisement records, as well as parent phone call and home visit logs maintained by the ELP Assistant.</p>
<p><b>Monitoring by Regional COE Lead</b></p>				

7. If applicable, identify any changes to the Title III Immigrant Education Program.				
Not Applicable				
Monitoring by Regional COE Lead				

**6. Incorporate, as appropriate, activities before school, after school, during the summer, and during an extension of the school year.**

Please describe those activities and how the LEA will incorporate them.	Persons Involved/Timeline	Related Expenditures	Estimated Cost	Funding Source
Summer intervention courses will be provided in order to help at-risk students develop proficiency in core academic standards. (contingent on available funding)	- Summer Principal - Teachers	Salaries/ Benefits, Materials	\$120,000 \$ 20,000 \$ 25,000	ARRA Title I, Title I, Migrant
A summer academy for incoming freshmen will be offered to strengthen students ELA and Algebra I schools in an effort to improve their opportunities for success and smooth the transition from junior high to high school. (contingent on available funding)	June/July 2011			
After school tutoring opportunities will be offered for all students. Extended tutoring will be offered on minimum days. Particular emphasis will be placed on identifying all ELs who are at risk of failing. Parents of students experiencing difficulties will be contacted and strongly encouraged to ensure that their children participate.	- Principals - Teachers - ELPRT	Hourly Salaries/ Benefits, Materials	\$ 40,000 \$ 10,000 \$ 10,000	Title I, EIA, Migrant
	Ongoing			
The concept of Saturday Academies for struggling students and/or English learners will be explored.	- Principals - PRTS - ELPRT	Hourly Salaries/ Benefits	\$ 1,000 (for exploration) \$ TBD (for implementation)	Title I Title III EIA



7. Include strategies to promote effective parental involvement in the school.

Please describe parental involvement strategies and how the LEA will support them across the LEA.	Persons Involved/Timeline	Related Expenditures	Estimated Cost	Funding Source
Parent Information sessions will be held at each school to provide information regarding graduation requirements.	- Principals -Assistant Principals -Counselors	Portion of Salaries/ Benefits, Materials	\$ 2,000	General Fund, Title I & III, EIA
Parent information sessions will be held at each site to explain the CAHSEE and its importance for students.	-Resource Staff -Gear Up Coaches Annually			
Counselors will meet with all parents of sophomores to discuss their student's past achievement and academic plans for the future.	-Counselors Annually	Portion of Salaries/ Benefits	\$15,000	General Fund
Annual Back-to-School nights and Title I Parent Nights will be held to provide parents with information about the core instructional program, supplemental instructional opportunities and extra-curricular activities.	- Principals	Portion of Salaries/ Benefits, Materials	\$ 8,000	General Fund,
	- Assistant Principals -PLRT -Counselors -Teachers		\$ 2,000	Title I
The Aeries Browser Interface will be available for all parents to access student progress and attendance data online. Teachers will regularly update assignment and grade information.	Annually in Fall -Principals -Assistant Principals	Portion of Salaries/ Benefits, Contract for Services	\$25,000	General Fund
The use of the auto-dialer phone system will be expanded to increase school-to-home communication and provide parents more information about upcoming events/activities, student progress, and attendance.	Ongoing	Portion of Salaries/ Benefits, Contract for Services	\$10,000	General Fund
	-Principals -Assistant Principals			
A survey to assess parent perceptions of school-to-home communication and school programs will be developed, administered and used as a key component of evaluation of program effectiveness.	Ongoing	Portion of Salaries/ Benefits, Materials, Postage	\$ 3,000	Title I
	-Principals -PLRT			
	By June 2012			

LOCAL EDUCATIONAL AGENCY PROGRAM IMPROVEMENT PLAN  
ASSURANCE PAGE

Local Educational Agency (LEA) Plan Information:

Name of LEA: Central Union High School District

County District Code: 13-63115

Date of Local Governing Board Approval: August 9, 2011 (Revised) January 11, 2011 (Original)

District Superintendent: C. Thomas Budde, Ph.D.

Address: 351 Ross Avenue

City: El Centro

Zip Code: 92243

Phone: 760-336-4500

FAX: 760-353-3606

E-mail: tbudde@cuhsd.net

Signatures:

On behalf of LEAs, participants included in the preparation of this Program Improvement LEA Plan Addendum:

Signature of Superintendent	<u>C. Thomas Budde, Ph.D.</u>	<u>August 3, 2011</u>
	Printed Name of Superintendent	Date

Signature of Board President	<u>Jeanne Vogel</u>	<u>August 9, 2011</u>
	Printed Name of Board President	Date

Signature of Title III English Learner Coordinator/Director	<u>Sheri Hart</u>	<u>August 3, 2011</u>
	Printed Name of Title III English Learner Coordinator/Director	Date

*Please note that the Title III English Learner Coordinator/Director will only need to sign this Assurance if the LEA is identified for Title III Year 2 or Year 4 improvement status.*

By submission of the local board approved LEA Plan Addendum (in lieu of the original signature assurance page in hard copy), the LEA certifies that the plan has been locally adopted and original signed copies of the assurances are on file in the LEA. The certification reads:

**Certification:** *I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Plan/Plan Addendum/Action Plan are on file, including signatures of any required external providers.*

**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 09, 2011  
**TO:** Board of Trustees  
**FROM:** C. Thomas Budde  
**SUBJECT:** **APPROVAL OF THE SOUTHWEST HIGH SCHOOL  
CITIZENSHIP REQUIREMENTS FOR GRADUATION POLICY**

**ACTION**

**BACKGROUND:**

Attached.

**DISCUSSION/ALTERNATIVE/CONCERNS:**

None.

**FINANCIAL IMPLICATIONS:**

**ACTION REQUESTED:**

The Superintendent recommends the Board approve the Southwest High School Citizenship Requirements for Graduation policy.

**ACTION:** **MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_  
**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_  
**ABSTENTIONS:** \_\_\_\_\_

# Southwest High School Citizenship

## Citizenship Requirements for Graduation

### I. General information and requirements for citizenship at Southwest High School:

A. Satisfactory citizenship is a graduation requirement at Southwest High School. This includes behavior, attendance, punctuality, and adherence to the rules and policies of the classroom and school. Students will be required to earn a 2.0 cumulative Citizenship Point Average (CPA) on a 4.0 point

scale in grades 9-12. In addition to academic grades the following citizenship grades will be earned in each class:

- A - Outstanding
- B - Above Average
- C - Average
- D - Needs Improvement
- F - Unsatisfactory

B. Transfer students will be required to maintain a 2.00 CPA to meet graduation requirements from the time they enroll in Southwest High School.

C. High school students who do not achieve the required 2.00 CPA will not graduate until the failing citizenship mark is remediated. (NOTE: Effective with Class of 2014. Class of 2012 and 2013 will be allowed to graduate, but not participate in the graduation ceremonies)

### II. Citizenship Determination:

A. Classroom behavior should be appropriate and consistent with each teacher's expectations. The expectations will be described in the Southwest Citizenship Grade Rubric provided by each teacher. Teachers may provide options for students to improve citizenship during the term being graded. Southwest administration will provide citizenship remediation at the close of each 9 week marking period.

B. Tardy – A tardy is defined as an unexcused tardy; arriving to class after the late bell has sounded will be considered an unexcused tardy, unless a student has the school-issued proper excused tardy slip/hall pass.

### III. Citizenship Remediation:

#### Citizenship remediation may be accomplished in the following ways:

- A. Teacher Remediation- teachers may elect to provide remediation opportunities which can include, but are not limited to:
  1. teacher detention or tutoring
  2. classroom beautification
- B. Southwest Student Services Remediation:

The Student Services Office will provide students with remediation opportunities that will support the teachers and attendance office in improving a student's CPA.

The following citizenship remediation plan will be utilized for those students who earn an "F" in citizenship in any class.

**Remediation for an "F" on the semester grade report**

Three community service hours at SHS

Three pre-approved non-profit community service hours in the community.

Three campus beautification hours completed on minimum days, weekends, or school holidays

Three after-school detention hours that will be structured with character education materials and assignments.

Upon the completion of the twelve hour remediation citizenship program, the given "F" in citizenship will be changed to a "C".

**Remediation for an "F" on the nine week grade report**

Three campus beautification hours completed on minimum days, weekends, or school holidays

Three after-school detention hours that will be structured with character education materials and assignments.

Upon the completion of the six hour remediation citizenship program, the given "F" in citizenship will be changed to a "C".

**IV. Appeals Procedure:**

If a student disputes a citizenship grade, it must be resolved with the issuing teacher(s) or the Student Service Office before the end of the term following the one in which the grade was received.

**To appeal lost citizenship credit:**

A. If a student feels that he/she has been denied citizenship credit unfairly due to circumstances beyond his/her control, he/she may appeal his/her case to the Appeals Board. The Appeals Board will consist of one SHS administrator, two counselors, and two SHS teachers.

B. Appeals will only be accepted during the grading period immediately following the credit loss. A senior's only hearing will be held prior to the graduation ceremony.

C. An appeal form can be obtained in the Student Services Office.

**V. Recognition of Outstanding Citizenship:**

Southwest will develop ways to recognize outstanding student citizenship. These may include:

A. Recognition on transcript

B. Recognition at the annual academic awards assembly

C. Designation in the Graduation Program

## **VI. Progress Reports to Students and Parents**

Report cards are mailed home to students four times during the academic year at regular intervals. The semester report card will indicate the grade earned in both subject achievement and citizenship. Teachers will be encouraged to update citizenship grades just as they do academic grades, with the use of the Aeries portal system. Students and parents will be encouraged to utilize the portal system.

**CENTRAL UNION HIGH SCHOOL DISTRICT**

**DATE:** August 9, 2011  
**TO:** C. Thomas Budde, Superintendent  
**FROM:** Carol Moreno, Director of Human Resources

**SUBJECT: APPROVAL OF BOARD RESOLUTION NOs: 08092011-19  
AUTHORIZATION TO TEACH OUT OF MAJOR/MINOR CREDENTIAL AREA**

**ACTION**

**BACKGROUND:**

The CUHSD strives to employ and assign certificated staff according to the standards established by the state through legislation (Education Code) and regulations (California Code of Regulations, Title 5). The Education Code and the California Code of Regulations give school districts assignment options in case districts cannot find someone who holds a credential in a specific area. Several Education Code sections refer to assignment options for the secondary school level. A copy of the Education Code sections used in the assignment options is attached for your review.

**DISCUSSION/ALTERNATIVE/CONCERNS:**

Staff have been advised by District officials that beginning in the 2009-2010 school year, board resolutions are not sufficient in meeting the definition of "highly qualified" under the No Child Left Behind criterion. Staffs are advised to take and pass subject matter exams in order to continue teaching in the subject areas that we are seeking board authorization.

**FINANCIAL IMPLICATIONS:**

None

**ACTION REQUESTED:**

The Superintendent recommends Board approval of the following board resolutions authorizing certificated staff to teach out of their credential authorization area based on the specific Education Code Sections that authorize teacher assignments:

Board Resolution #08092011-19 , per Education Code Section 44263

**ACTION:**      **MOTION:** \_\_\_\_\_      **SECOND:** \_\_\_\_\_  
                 **AYES:**        \_\_\_\_\_      **NOES:**        \_\_\_\_\_  
                 **ABSTENTIONS:** \_\_\_\_\_

**BOARD OF TRUSTEES RESOLUTION**

**RESOLUTION NO: 08092011-19**

Be it resolved by the CENTRAL UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES that approval is granted for the following teacher(s) to teach out of their Credential Authorization per Education Code Section 44263 for the school year 2011-2012.

<u>Teacher's Name</u>	<u>Subject Teaching</u>
<b>DON JEFFERS</b>	<b>ROP Computer Office Systems, 9-12</b> Credential Area: Clear Multiple Subjects
<b>RUBEN VALENZUELA</b>	<b>Biology, Integrated Science 9-12</b> Credential Area: Single Subject: Physical Education
<b>JESSICA BROOKS</b>	<b>Dance, 9-12</b> Credential Area: Preliminary Multiple Subjects
<b>JESSICA BROOKS</b>	<b>Modified Physical Education, 9-12</b> Credential Area: Preliminary Multiple Subjects

The teacher(s) listed above have submitted transcripts verifying that they have enough units as required by law in the subject area being taught.

I, C. Thomas Budde, Ph.D., Superintendent, of the Central Union High School District, do hereby certify that the foregoing resolution is a true copy of a resolution adopted by said Board of Trustees.

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Superintendent  
Central Union High School District  
Date of Board Meeting: 08-09-11