

**Response to the Findings and Recommendations  
of the 2007-2008 Grand Jury Report**

**Response to Findings:**

**1. San Jacinto Valley Academy disagrees wholly with Finding #1.**

The entire premise of the Grand Jury's report is that the San Jacinto Valley Academy ("SJVA") uses a warrant system, which it does not. As a result, the remainder of the analysis in this finding is inaccurate. The Grand Jury's confusion over this matter may have related to the fact that a document submitted to the Board was titled "Warrants". In fact, these were not warrants, but simply a report to the Board of financial expenditures *already authorized by SJVA's administration*. SJVA assumed that the word "warrants" was the proper educational term for checks that have already been cut and that are being reported to the board as funds already spent. SJVA was unaware that they typically have a different meaning (that of a request for checks to be cut) in traditional school districts.

These expenditures are reported to the Board to create transparency and accountability relating to all expenditures of the school prior to being submitted to the SJVA auditor. We note that such public reports to the Board are not required for charter schools, but rather this was an extra step taken by the SJVA Board to provide increased accountability and transparency for how tax dollars are being spent.

Since the acceptance of the financial report was simply a recognition of funds already spent rather than an authorization to pay school funds to the individuals and vendors listed, there was no violation of Board Bylaws or policies pertaining to conflicts of interest. To avoid confusion over this matter in the future, the Board has stopped using the term "warrant" and instead will call it a "check register report" and has moved the acceptance of this report into the body of the routine monthly financial reports that are presented to the SJVA Board.

**2. San Jacinto Valley Academy disagrees wholly with Finding #2.**

The SJVA policy (see Exhibits A and B) on the formation of both the PAC and SAC call for both committees to report to the Principal and the SJVA Board. The policy indicates that SJVA has the right to remove individual parents from the committees if they do not act in accordance with the mission and purpose of the group as defined by the Principal. Some individual parents were removed by the Interim Principal at the end of the school year because they were not using the committee in a manner that furthered the mission of the charter school. (see Exhibit C)

The Board and Interim Principal appointed new parents to both committees in accordance with the policy governing the committees, and the committees have continued to function since that time. As a result, the school was never in violation of its charter or policy on the committees.

**4. SJVA disagrees in part with Finding #4. Specifically, SJVA disagrees with the contention that individual board members should abstain when the Board votes to elect Board members to a new term.**

The re-election of a Board member to a new term of office, which is a commonplace practice among nonprofit corporations throughout the country, is a perfectly acceptable practice. It is really no different than the fact that a candidate running for public office has the ability to vote for themselves in the election. Nonprofit board members have the same right to participate in the decision on who represents them in office as any other citizen. Their vote carries no more and no less weight than the vote of anyone else.

Moreover, this is much like the process used by school boards, city councils and county boards of supervisors to elect their officers. The elected officials vote, and typically the candidate for the position of chair still votes for himself/herself. SJVA does not see how this is any different, and this practice is consistent with its charter and its Bylaws.

**5. SJVA disagrees partially with Finding #5 in that SJVA believes that no funds were ever misused in the operation of SJVA.**

The finding of a misuse of SJVA funds appears to center on three issues: the landscape project done at the school, the credit card use (as explained above), and gift cards purchased for teachers. We already addressed the credit card use issue above, but will address the other two issues in greater detail now as we believe that erroneous information led to this finding.

With regard to the landscaping project, the SJVA did not hire an unlicensed landscape contractor. SJVA hired UCN (see Exhibit F) to spread soil amendments and lay sod in accordance with the guidelines established by a retired landscape contractor (see Exhibit G). The SJVA did the project as an owner-builder. SJVA paid for all materials and paid UCN for the labor. Although it is true that a member of the UCN staff is the son of a Board member he is also a licensed General Contractor but he was not hired as an individual or a Contractor for this project. His UCN salary was in no way impacted by this project. The staff members of UCN are on fixed salaries that are not changed by individual jobs.

The grand jury inaccurately states that the project cost was \$70,000. In fact it was \$37,951.12 (see Exhibit H). This price includes the additional labor that was required to spread the fertilizer requested by the landscape contractor. SJVA was informed that one of the fertilizer brands the contractor selected was not available in bulk due to it being on the homeland security explosive materials list. Therefore smaller bags were purchased and it added to the total cost of labor because it was more time consuming to use the smaller bags. The grand Jury inaccurately portrayed this lawn as failing when in fact it is flourishing and is in heavy daily use by hundreds of children. (See Exhibit I)

Although SJVA acknowledges that there is a ridge in the lawn surface, this is the dividing line between the sod and the hydro seed portions of the lawn. The depth of the "ridge" cited is less than what can be found between varying play surfaces on the San Jacinto Unified School District playgrounds. No one has ever been injured at the SJVA due to the ridge, nor has anyone been injured at the District playgrounds to best knowledge of the SJVA.

With regard to the gift cards in the amount of \$25 that were given to each of the teachers, staff and Board members, SJVA maintains that this was not a gift of public funds but rather an incidental amount of compensation provided to the teachers and Board members. Teacher and staff salaries from the San Jacinto Unified School District ("District") are significantly higher than those paid to SJVA teachers and staff. (see Exhibit J) The administration of SJVA was trying to do something nice to recognize all of their hard work, particularly in light of the difference in salaries between the District and SJVA.

SJVA would like to note, since the grand jury did not do thorough research on this matter, that other charter schools throughout California have given significant cash bonuses to teachers. By comparison, SJVA's action was a token amount that was intended to convey appreciation for a job well done.

Further, SJVA would like it noted that its Board serves on an entirely voluntary basis and receives no compensation for its work. The District's Board members, by contrast, receive a \$240 monthly stipend and \$8,150 per year toward medical benefits. SJVA has been very frugal with the public's money. A gift card of \$25 to thank Board members who have spent hundreds of hours on school business throughout the year is certainly a good deal for the taxpayers considering, by comparison, the more than \$10,000 per year provided in salary and benefits to District Board members.

**6. SJVA partially agrees with Finding #6 that during an approved and scheduled teachers' training session on November 17, 2007, with a paid consultant, the Principal and Assistant Principal removed teachers from the training session to conduct performance evaluations.**

The Academy is committed to professional development and incorporates more training days and opportunities than traditional districts. (see Exhibit K) Because of the turmoil caused by the terminated principal, the new principal was behind in the teacher review process. He invited a variety of teachers for a 10 minute discussion of their reviews. Because of the large number of additional scheduled training days, the Administration may remove various teachers from particular training events for other duties, or assign a variety of different teachers to various trainings if the Administrator feels that to do so is in the best interest of the school and/or staff. At no time did any teacher complain to the Administration nor the Board about the practice. And many were thankful that that timely effort allowed the Board to offer raises and contracts to most teachers.

**7. SJVA disagrees wholly with Finding #7 relating to the safety of the buildings operated by SJVA.**

SJVA has Certificates of Occupancy for all classrooms at SJVA and the City of San Jacinto has never asked SJVA not to use any classroom or other building for any reason.

Additionally, SJVA took photos of its restroom facilities, some facilities nearly 10 years old to demonstrate the level of cleanliness in the facilities. (see Exhibit L)

There has never been a complaint against the Academy from any of the agencies listed in this finding. Not from the Department of Health, the Fire Marshal, nor the City Building Department.

SJVA contracted with a local company to provide porta-potties for emergency use while new bathrooms were constructed. There have always been adequate bathroom facilities on campus, but the Administration felt that the existing facilities might not be close enough in an emergency. In the contract with the company, the Academy included weekly cleaning of the Porta-potties. In addition, Academy staff cleaned them as needed between visits. SJVA is providing copies of its receipts for regular maintenance of the facilities. (See Exhibit M)

The photos of the porta-potties included in the Grand Jury report were taken immediately after a windstorm that caused millions of dollars of damage to the city, and thousands of dollars in damages to SJVA. (see Exhibit N) The Porta-potties were tipped over by the wind and some of their contents spilled. Students were restricted from the area and the porta-potties were removed by the contracting company.

The temporary wooden ramp did fail when a student jumped on the ramp. It was immediately repaired with different materials and soon after was replaced by a metal ramp when new bathrooms were installed. The failure was not a maintenance issue, but an unknown weakness in the lumber. No one was injured in the event and maintenance staff solved the problem.

The baseball field is a dirt field, not too dissimilar from dirt playfields throughout our valley. (see Exhibit O) It has been graded and is in reasonable shape for a dirt field. The photos included in the report were again taken immediately following the catastrophic sand storm and the unevenness shown is the result of blown sand that had not yet been leveled. No child used the field until the sand was bladed away.

**8. SJVA disagrees wholly with Finding #8.**

SJVA is a closed campus. Gates are locked at 8:30 a.m. and are not opened until the close of instruction. Vendors must come through the SJVA office to access the campus or get a gate opened for truck access. SJVA is a small campus and the administration is well aware of who is on campus and for what purpose. Additionally, once the vendor states that the work is completed; all work is verified by staff prior to payment.

## **9. SJVA disagrees partially with Finding #9.**

The report incorrectly cites to public agency bidding laws applicable to school districts (Education Code Section 39802 and Public Contract Code Section 20111) as justification for its finding that bids were split and that the bid process required by law was not followed. However, SJVA is not subject to the public bidding laws that are applicable to school districts because Education Code Section 47610 exempts charter schools from most laws governing school districts. Education Code Section 47610 states, in relevant part:

“A charter school shall comply with this part and all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except all of the following:

- (a) As specified in Section 47611
- (b) As specified in Section 41365.
- (c) All laws establishing minimum age for public school attendance.
- (d) The California Building Standards Code...”

Education Code Section 39802 is part of a statutory scheme pertaining to bids for *transportation services* provided by *school districts*, not charter schools. It does not even mention charter schools and transportation services were not even the subject of this grand jury report.

Additionally, Public Contract Code Section 20111 begins by stating, “The governing board of any school district...” SJVA is not a school district and thus even by the plain meaning of the statute, Public Contract Code Section 20111 was never intended to apply to SJVA. Unfortunately, the grand jury’s completely erroneous misstatement regarding the applicability of these laws has already caused great harm to the reputation of SJVA and its Board. We believe an apology from the grand jury is in serious order.

We would like to note that in spite of the flexibility provided to charter schools under the law, SJVA has established an informal bidding process that has worked well for 10 years. SJVA is proud of the campus and the fact that it can house in excess of 500 students with a total debt load of less than \$150,000. (see Exhibit P) The process is simple but extremely effective. Staff lays out the project and asks local companies to bid on it. Staff takes all bids received to the Board for a decision. No one has ever been prevented from bidding on a contract at SJVA. No contractor has ever come to the Board or written a letter to the Board objecting to this process or complaining that they were prevented from bidding. SJVA has used a large number of different local contractors for the work performed at the school. (See Exhibit Q)

The SJVA never split bids as this report concluded. On occasion, SJVA has divided projects into phases so that it can complete phases as the SJVA has funding to do so. The



SJVA does not receive construction funding from the state and does not borrow money to pay for projects. As a result, it can only complete large projects in phases over time.

The SJVA has had 10 years of clean independent audit reports and is confident that all financial transactions are reported to the Board in a timely and accurate manner.

Finally, the SJVA did not select or pay for an unlicensed contractor. Rather, the school used, and uses, an owner builder process, which is used by millions of people and companies nationwide, and accepted by all cities operating under the Uniform Building Code.

## **Response to Recommendations**

**Recommendation #1.** This was already implemented prior to this report as noted in SJVA's response to the findings.

**Recommendation #2.** This was already implemented prior to this report as noted in SJVA's response to the findings.

**Recommendation #3.** A change to using the SJVA credit card with an increased limit was already implemented prior to this report as noted in the findings. The rest of the recommendation will not be implemented because there was no Board member who enriched themselves.

**Recommendation #4.** This change will not be implemented because SJVA feels that it is unwarranted and because it is not the common practice of other charter schools or public agency boards.

**Recommendation #5.** SJVA does not have the authority to implement these changes requested of outside agencies and thus this will not be implemented by SJVA.

**Recommendation #6.** This was already implemented and will remain an SJVA priority within the context of our response to the findings.

**Recommendation #7.** SJVA already has implemented these provisions of its charter prior to this report as noted in SJVA's response to the findings.

**Recommendation #8.** This was already implemented prior to this report as noted in SJVA's response to the findings.

**Recommendation #9.** This will not be implemented as SJVA believes that the informal bidding process established previously by SJVA is getting SJVA the best possible services at the lowest possible cost and a conversion to the process utilized by school districts would actually increase costs for SJVA rather than reduce them.

# EXHIBITS

Exhibit A	Parent Activities Committee (PAC)
Exhibit B	Site Advisory Committee (SAC)
Exhibit C	Letters of Dismissal
Exhibit D	Amended ByLaws
Exhibit E	Proposed Amendment to Charter
Exhibit F	Minutes and Proposals for Lawn
Exhibit G	Soils Report
Exhibit H	Invoices for Lawn
Exhibit I	Pictures of Lawn
Exhibit J	Salary Schedules
Exhibit K	Scheduled Training Days
Exhibit L	Photos of Bathroom
Exhibit M	Contract for Porta-Potties
Exhibit N	Stories on Windstorm
Exhibit O	Pictures of Dirt Ball Field
Exhibit P	Procurement Policy
Exhibit Q	List of Contractors Used During Period Covered By Grand Jury Report

# EXHIBIT A



## **SAN JACINTO VALLEY ACADEMY**

### **PARENT ACTIVITIES COMMITTEE (PAC) FORMULATION AND REGULATION**

The PAC is to be constituted of the following:

- Parents of enrolled children who shall be elected to the committee.
- Teachers who shall be appointed by the Principal.
- Board Members who shall be appointed by the Board Chair.

The terms of office for these positions are two (2) three-year terms.

The PAC may be dissolved, or any member may be removed by the Principal or the Board if it is in the best interest of the school to do so. Upon removal, new members will be appointed or elected to continue the work of the committee.

- Any purchase or project that is to be made or conducted by the PAC that requires a fundraiser must first be approved by the SJVA Governing Board.
- Any fundraiser conducted under the auspices of SJVA must be approved in advance by the Governing Board.
- Any request for dues or donations from either enrolled parents or community members at large must be first approved by the Governing Board.
- All purchases and disbursement of funds will follow the purchasing policies established by the Governing Board.

#### **All Approved Fundraisers will adhere to the following policies:**

##### **Fundraising Ethics:**

Neither SJVA nor any of its approved groups or associations will at any time attempt to use contrived pressure tactics to elicit a donation or to increase the size of a donation. The use of pressure of any kind to force or encourage the payment of dues or the participation in any fundraisers is strictly forbidden. All presentations, solicitations and fundraising events will be with prior approval of the SJVA Governing Board and will be based on the delivery of honest information that can be supported by audited financial and programmatic material. All requests for the use of the funds, goods or services raised or gathered by any group or association of SJVA will be made to the Governing Board and will include a full disclosure of costs associated with the use of the funds.

##### **Custody of Funds:**

All disbursements are to be made for Board approved payables and are to be made by check. No cash payment disbursements for any part of the cost of any event or fundraiser is authorized. All payments will follow existing purchasing policies, and will be posted to the appropriate budget account.

All funds received will be recorded and secured in a locked compartment. All checks received will be restrictively endorsed upon receipt. Cash received will be counted and confirmed by at least two people. Dual copy receipts will be used to confirm all cash transactions. One copy will be given to the client and one copy will be turned in to the business office with the funds collected.

No school funds may be taken home by any parent or PAC member. Arrangements must be made with the business office to turn in all funds on a daily basis or funds must be remanded to the custody of the Principal or designee.

# EXHIBIT B

## **SAN JACINTO VALLEY ACADEMY**

### **SITE ADVISORY COMMITTEE**

The Board of Directors of San Jacinto Valley Academy believes in the power of multiple opinions and hereby establishes the Site Advisory Committee as a means to ensure everyone an opportunity to share their thoughts and ideas on the programs and governance of the Academy.

#### **Composition and Election**

There should be one (1) administrator, four (4) parents, three (3) teachers and one (1) Business Manager.

The parents will be elected to their posts by other parents according to the following:

**(Parents can not be current PAC Officers)**

Staff, in October, will nominate 10 parents that they think can best represent other parents in the Academy.

The ten (10) names will be sent home with instructions for each parent to vote for only four (4)

The four (4) elected will be seated for a one (1) year term.

The three (3) teachers will be elected annually by the other teachers.

#### **Organizational Structure**

The Site Advisory Committee is set just below the Principal in the management structure but has no operational authority concerning the daily activities of the Academy or its employees. It is imperative that this group be a resource to our management staff. If relational problems develop, the Principal can request that the Board remove the individual or groups of individuals causing the disturbance. Upon removal, the Principal can appoint parents and/or teachers to fill the unexpired term of those removed. The Principal, the Business Manager and the Resource Development Director are Board appointed and serve at the will of the Board.

## **Mission**

The Site Advisory Committee will act as a clearing house for ideas on the development and evaluation of programs at SJVA. The School Board, Management Staff, PAC, and parents may ask that items be reviewed, discussed, or evaluated by the Committee in the following areas of general concern:

- Library
- Program Expansion
- Program Evaluation
- Technology
- Educational Enrichment Opportunities
- Field Trips
- School Advocacy

Though these areas of interest are identified, other matters may be added if, in the opinion of the Principal, the matter requires attention.

# EXHIBIT C



# San Jacinto Valley Academy

480 N. San Jacinto San Jacinto, CA 92583

## Governing Board

Roger Schultz  
Chair

Merl McKnight  
Chair Elect

Robin Reid  
Secretary

Bob Duistermars  
Treasurer

April Delira  
Member

Bob Harrison  
Member

## Associate Principal

Michael Yancey

Bus: 951 654-6113  
Fax: 951 654-5083

## Business Manager

Maria E. Galindo

Bus: 951 487-6767  
Fax: 951 487-7690



June 13, 2007

[REDACTED]  
[REDACTED]  
[REDACTED]

PARENT ACTIVITIES COMMITTEE MEMBER

Dear [REDACTED]

As of June 13, 2007 I feel that it is in the best interests of the school that you be removed from the Parent Activities Committee (see SJVA Policy No. 00-08.1 - attached).

Sincerely,

*Michael D. Yancey*

Michael D. Yancey  
Acting Principal

*Celebrating Achievement One Child at a Time*

Fully Accredited by the Schools Commission of the Western Association of Schools and Colleges



# San Jacinto Valley Academy

480 N. San Jacinto Blvd., Indio, CA 92583

## Governing Board

Roger Schultz  
Chair

Merl McKnight  
Chair Elect

Robin Reid  
Secretary

Bob Duistermars  
Treasurer

April Delira  
Member

Bob Harrison  
Member

## Associate Principal

Michael Yancey

Bus: 951 654-6113  
Fax: 951 654-5083

## Business Manager

Maria E. Galindo

Bus: 951 487-6767  
Fax: 951 487-7690

June 7, 2007

[REDACTED]  
[REDACTED]  
[REDACTED]

ADVISOR TO STUDENT COUNCIL  
PARENT ACTIVITIES COMMITTEE MEMBER

Dear [REDACTED]

As of June 7, 2007 I will be assuming the responsibilities of Secondary Student Council Advisor. Also, as of June 7, 2007 I feel that it is in the best interests of the school that you be removed from the Parent Activities Committee (see SJVA Policy No. 00-08.1 - attached).

Sincerely,



Michael D. Yancey  
Acting Principal



*Celebrating Achievement One Child at a Time*

Fully Accredited by the Schools Commission of the Western Association of Schools and Colleges



# EXHIBIT D

128 debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt  
129 and securities therefore. Any borrowing will require a 2/3 majority vote of the Board of  
130 Directors.

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- 132 e) To hear staff requests for student expulsion, conduct formal hearings, and take actions in  
133 accordance with applicable California Education Code.
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  - 135 f) To hear and decide upon parent complaints and grievances that are appealed from or through  
136 the office of the principal.
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Section 2 - Number of Directors

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- 141 a) The authorized number of directors shall be not less than five (5) nor more than fifteen (15).  
142 The exact number of directors shall be fixed, within these limits, by the board from time to  
143 time by resolution, provided that any resolution or amendment which reduces the number of  
144 directors shall not have the effect of terminating the unexpired term of any director nor cause  
145 the board to violate Article VIII Section 4 of these By-Laws.
  - 146 b) In addition to the authorized number of directors stated in a) above, up to three (3) parent  
147 representatives may be added as voting members of the Board to represent parents of  
148 enrolled children in the Elementary, Middle, and High Schools.
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Section 3 - Term

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152 "Directors shall be elected for such terms, not longer than three years, as are fixed in the articles  
153 or bylaws. However, the terms of directors of a corporation without members may be up to six  
154 years. In the absence of any provision in the articles or bylaws, the term shall be one year. The  
155 articles or bylaws may provide for staggering the terms of directors by dividing the total number  
156 of directors into groups of one or more directors. The terms of office of the several groups and  
157 the number of directors in each group need not be uniform."

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- 159 a) The terms of San Jacinto Valley Academy Directors shall be 6 years.

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- 161 b) The terms of Parent representatives shall be 1 year.
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Section 4 - Limitation Re: Interested Persons

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- 166 a) Any other provision of these Bylaws notwithstanding, not more than forty-nine percent  
167 (49%) of the persons serving on the board may be interested persons.
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170 For the purpose of this Section, "interested persons" means either: (1) any person being compensated  
171 by the Corporation for services rendered to it either currently or at any time within the previous  
172 twelve (12) months, whether as a full or part-time employee, independent contractor or otherwise,  
173 excluding any reasonable reimbursement paid to a Director for expenses incurred in functioning as a  
Director; and/or (2) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law,

# EXHIBIT E

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The Charter school shall incorporate the statewide performance standards and conduct the pupil assessments required pursuant to Section 60605, et. seq. As part of this section, the San Jacinto Valley Academy will conduct achievement testing in the Spring of each school year in grades two through twelve in accordance with ED Section 60605(b)(2) [Senate Bill 376, Statutes of 1997]. We will use the single standardized test, designated by the State Board of Education, to test each student in grades two through twelve of each fiscal year. Students in grades two through twelve must be tested in the basic skills of reading, spelling, written expression, and mathematics [ED Section 60605(b)(2), Senate Bill 376, Statutes of 1997, and other subjects as required by law in the current year. Every effort will be made to report student scores to parents according to State requirements

Section 4

The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.

The San Jacinto Valley Academy will be operated by a Non-Profit Public Benefit Corporation. The charter school will be governed by the non-profit board of directors.

The Charter School will comply with all federal and state laws and regulations that apply to the operation of a charter school.

We will use multiple means to ensure parental involvement. First parents will be represented on the school’s Governing Board. Second, parents will be included on a Parent Advisory Council, and a School Advisory Committee, and Parent Teacher Association (PTA) ensuring a voice on important school decisions. Two voting positions on the Board of Directors will be offered to one parent representative each for the High/Middle School and the Elementary School. These positions will be appointed by the Board and the terms of office will be concurrent with the school year. A parent representative report will be a standard item included on every Board agenda to allow ample time for reports from various parent committees. In addition, all new parents are required to attend a new parent orientation before their student’s enrollment begins. Teachers also conduct a student literacy and mathematics evaluation with the family, either in person, by phone or by letter/survey, which helps the teacher to get to know the student better and to allow for parents to address concerns/questions that students have about the SJVA educational program and philosophy.

Instead of reporting student’s progress through letter grades assigned solely by the teacher, each trimester/semester concludes with a student, parent and teacher conference. This entails two main components. First, a demonstration of what the student has learned up to this point. Second, a process of goal setting whereby the student’s next steps for learning will be outlined. This is decided by the student, parent, and the teacher. This occurs at the end of each trimester/semester.



# EXHIBIT F

SAN JACINTO VALLEY ACADEMY  
GOVERNING BOARD

*"We will develop self-motivated, competent lifelong learners. We are committed to educating students in compliance with state standards utilizing student-centered inquiry methods in a school wide inquiry environment"* – The SJVA Mission Statement

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**MINUTES**

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**Meeting:** SPECIAL MEETING – PUBLIC SESSION  
**Date:** Monday, July 9, 2007  
**Time:** 6:30 P.M. Room 21

**Place:** San Jacinto Valley Academy  
480 N. San Jacinto Ave.  
San Jacinto, CA 92583

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1.0 **CALL TO ORDER** *Mr. McKnight called the meeting to order at 6:37 p.m.*

A. **Pledge of Allegiance**

B. **Roll Call and Establishment of Quorum:**

	<b>present</b>	<b>absent</b>
1. Merl McKnight, Chair	<u>  X  </u>	<u>      </u>
2. Bob Duistermars, Chair-Elect	<u>      </u>	<u>  X  </u>
3. April Delira, Treasurer	<u>  X  </u>	<u>      </u>
4. Bob Harrison Secretary	<u>  X  </u>	<u>      </u>
5. Roger Schultz, Past-Chair	<u>  X  </u>	<u>      </u>
6. Robin Reid, Member	<u>  X  </u>	<u>      </u>

*Motion to adjourn to closed session at 6:40 p.m.*

*M, S, C – Schultz, Delira – 5 - 0*

2.0 **CLOSED SESSION**

2.1 **Employee #**            245  
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2.2 **"CONFERENCE WITH LABOR NEGOTIATORS**

**Agency Designated Representatives: Douglas Ferber, Principal  
Employee Organization: California Teachers Association"**

*Mr. Schultz left at 7:00 p.m.*

*Motion to adjourn closed session at 7:02 p.m.*

*M, S, C – Reid, Delira – 4 - 0*

3.0 CALL TO ORDER PUBLIC SESSION *Mr. McKnight called public session to order at 7:04 p.m.*

4.0 REPORT OUT ON CLOSED SESSION

- 4.1 Employee #            245    *Approved to hire for the 2007 – 2008 school year – 4 - 0*  
                                 246    *Approved to hire for the 2007 – 2008 school year – 4 - 0*  
                                 247    *Approved to hire for the 2007 – 2008 school year – 4 - 0*  
                                 248    *Approved to hire for the 2007 – 2008 school year – 4 - 0*  
                                 249    *No action taken.*  
                                 250    *No action taken.*

4.2 "CONFERENCE WITH LABOR NEGOTIATORS  
Agency Designated Representatives: Douglas Ferber, Principal  
Employee Organization: California Teachers Association"

*Motion to request a petition for investigation and direct legal counsel to submit all forms to the proper agencies necessary to investigate as provided for in the letter that we received from the Public Employment Relations Board – 4 – 0*

5.0 PUBLIC PARTICIPATION

Public participation is the time when members of the public, Staff and Board may speak to issues not scheduled on this meeting's agenda. Understand that the Board is not allowed to take any type of action other than to gather input. If your item is on this agenda, you will be allowed time to speak when the item is called. Please state your name and your address when recognized by the Board Chair.

This portion of the meeting is set aside for members of the audience to make comments or raise issues that are not specifically on the agenda or for those that are on the agenda. These presentations are limited to three (3) minutes per presentation and the total time allotted to non-agenda items will not exceed fifteen (15) minutes.

*There were no public individuals in the audience.*

- € *Mr. Ferber discussed his meeting with Kevin Fuller from SJUSD and our computer technician. The meeting went very well. We were invited to possibly piggyback on their license for communications software for teachers and staff. This would also be beneficial in dealings with the board.*
- € *Mrs. Delira commented that she spoke to our computer technician and they both agreed that we have outgrown our current system.*
- € *Discussion ensued regarding the Independent Study program. Our system will incorporate the Independent Study program.*

6.0 REPORTS AND RECOGNITION

*There were no reports and recognitions.*

7.0 **CONSENT AGENDA**

Items on the Consent Agenda are considered routine in nature and will all be enacted on without discussion by a motion of the Board unless a member of the Board, Staff, or Public wishes an item removed for separate discussion and/or action.

*There were no items on the consent agenda.*

8.0 **ACTION ITEMS**

8.1 **Landscaping – Mrs. Galindo**

*Motion for staff to provide the results of the soil sample from Ag-Laboratory, Inc. to all bidders and staff to award the job to the lowest bidder.*

*M, S, C – Reid, Delira – 4 – 0*

9.0 **INFORMATION ITEMS**

*There were no information items on the agenda.*

10.0 **ADJOURNMENT**

*Motion to adjourn at 7:40 p.m.*

*M, S, C – Reid, Harrison – 4 – 0*

Lawn Bid

# Proposal



A.H. Tomba

## PROMISED LAND NURSERY

15485 Palomar Rd. (Corner Palomar & Watson)

Romeland, CA 92585

C-27 Lic. #377771

(951) 928-9642 • Cell (951) 856-3078

~~242~~ 951 928 9592

P.O. Box 1187

909



### PROPOSAL and CONTRACT

PROPOSAL SUBMITTED TO <i>San Jacinto Country</i>	PHONE <i>951 654-6113 ext 222</i>	DATE <i>7-3-07</i>
STREET	JOB NAME <i>JAL 487-7690</i>	<del>60652006</del>
CITY, STATE, AND ZIP CODE	JOB LOCATION	JOB PHONE

We hereby submit specifications and estimates for

40,000 sq ft Sod installed @ 160 sq' — 24,000.00  
1 year Warranty. Pre fertilizer w/ Nitrate

26,000 sq' Hydrosod "Heavy application" @ 1690.00

Contractor was to grade @ 98%  
Fill & finish grade areas 3,800.00

Use 0.60 sq' pine for all Sod  
and 0065 pine for all Hydrosod

Thank You Paul 909 8563078

We propose hereby to furnish material and labor — complete in accordance with above

Payment to be made as follows:

24,000.00

1,690.00

3,800.00

29,490.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay beyond our control. Owner's liability for, to, and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal withdrawn by us if not accepted.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

hawn

MASTER LANDSCAPE

1980 EATON AVENUE  
HEMET, CA. 92545  
PHONE: (951) 652-1536 354-2909  
FAX: (951) 652-3686

Estimate

DATE	ESTIMATE #
7/3/2007	1651

NAME / ADDRESS
San Jacinto Valley Academy 480 N San Jacinto San Jacinto, CA 92583

P.O. NO.	TERMS	REP	FOB	PROJECT
951-487-6767		MY		

DESCRIPTION	TOTAL
LAWN: 1) INSTALL 360 YARDS OF COMPOST / ROTOTILL AND LEVEL 2) INSTALL APPROXIMATELY 66,000 SQUARE FEET OF FESCUE SOD	55,440.00
OR	
66,000 SQUARE FEET OF HYDROSEED	38,845.00
OR	
40,000 SQUARE FEET OF SOD, 26,000 SQUARE FEET OF HYDROSEED	50,940.00
<b>TOTAL</b>	<b>\$145,225.00</b>

SIGNATURE \_\_\_\_\_

Web Site
masterlandscapeco.com



# UCN

*Lawn Dia*

# Estimate

418 E. Florida Avenue  
Hemet, CA 92543  
(951) 929-7173  
License #881638

Date 6/28/2007

Estimate to:  
San Jacinto Valley Academy  
480 N. San Jacinto Avenue  
San Jacinto, CA 92583

For:  
San Jacinto Valley Academy  
480 N. San Jacinto Avenue  
San Jacinto, CA 92583

Project

Description	Amount	Subtotals
SOD APROX. 40,000 SQ MAT. AND LABOR	15,708.00	
FURNISH AND TILL SOIL APROX 40,000 SQ	4,835.00	20,543.00
FURNISH AND INSTALL NEW HEADS ADD 4 NEW ON THREE ZONES OVER ENTIRE AREA.	1,935.00	1,935.00
FURNISH AND TILL SOIL APROX 26,000 SQ	2,600.00	
HYDROSEED APROX 26,000 SQ MAT. & LABOR	2,765.00	5,365.00
PAYMENT DUE UPON COMPLETION		
<b>TOTAL</b>		<b>\$ 27,843.00</b>

Bid Submitted By: 

Bid Accepted By: \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!

# EXHIBIT G

# Fallbrook Ag-Laboratory, Inc.

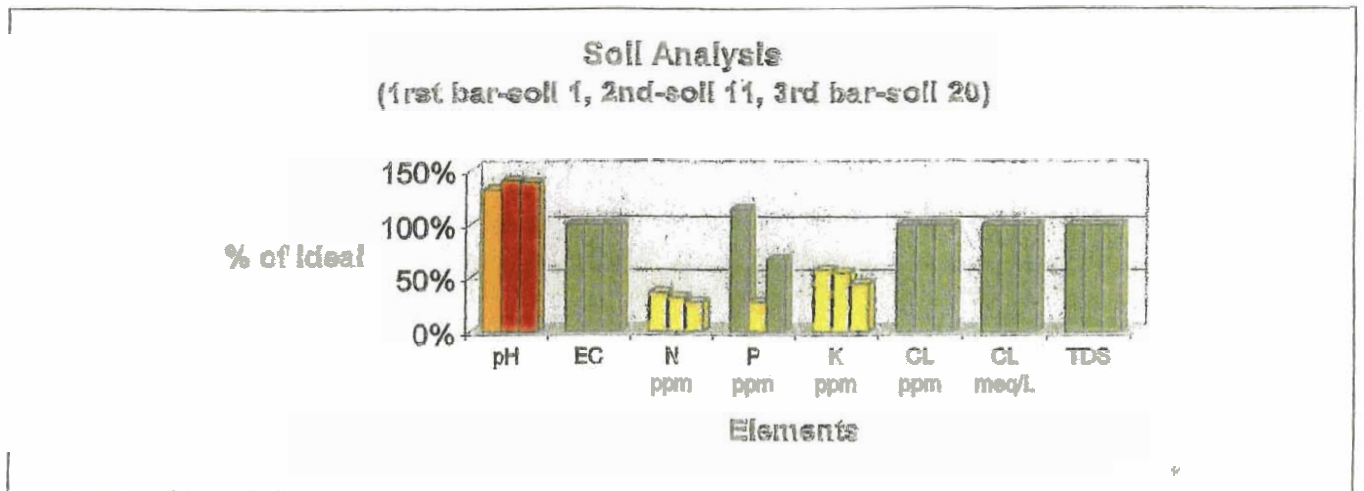
P.O. Box 1269 • 455 East Alvarado Street • Fallbrook, CA 92088  
(760) 728-4828 • Fax (760) 728-6301

19-Apr-07

**San Jacinto Valley Academy**  
480 North San Jacinto Avenue  
San Jacinto CA 92583

The results of the soil analysis are as follows:

Soil (S-9131)	pH	EC	N ppm	P ppm	K ppm	CL ppm	CL meq/L	TDS
Soil1-Field	7.9	0.34	8	25	129	57	1.6	218
Soil 11	8.4	0.32	7	6	123	28	0.8	206
Soil 20	8.3	0.35	6	15	100	28	0.8	224
Optimum Soil:	6.0	<.60	22	22	225	<70	<2	<384
% of Ideal Soil1	132%	100%	36%	114%	57%	100%	100%	100%
% of Ideal Soil 11	140%	100%	32%	27%	55%	100%	100%	100%
% of Ideal Soil 20	138%	100%	27%	68%	44%	100%	100%	100%



**Color Key:**



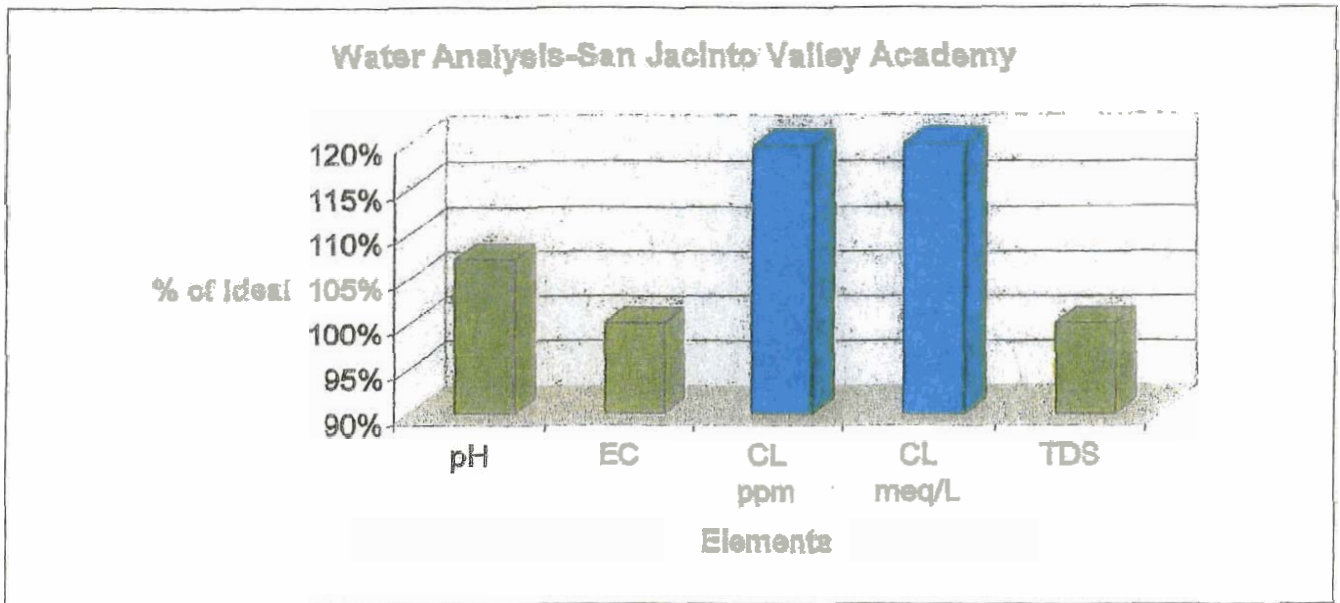
**Optimum Ranges:**

pH: 5.5-6.5  
 EC: <.60 mho  
 Nitrogen(N): 15-30  
 Phosphorus(P): 15-30  
 Potassium(K): 150-300  
 Chloride(CL): <70 ppm, <2 meq/L  
 TDS: <384

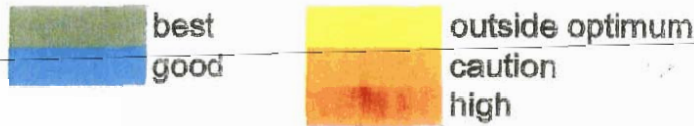
re:Water Analysis

The results of your water analysis are as follows:

Water (W-2438)	pH	EC	CL ppm	CL meq/L	TDS
Water Sample	7.5	700	85	2.4	448
Optimum Water	7.0	<1000	<70	<2	<640
% of Ideal Water	107%	100%	120%	120%	100%



Color Key:



\*Notes-Water = 30 hp-60 pounds of pressure at 250 gallons per minute

This water is extremely good quality for turf and most plants and trees.

The results of the soil pH analysis are as follows:

Soil ID	pH	Soil ID	pH	Soil ID	pH	Soil ID	pH
Soil 2	8.0	Soil 9	7.8	Soil 17	8.0	Soil 26	8.0
Soil 3	8.4	Soil 10	7.8	Soil 18	8.3	Soil 27	8.3
Soil 4	7.9	Soil 12	8.2	Soil 19	8.0	Soil 28	8.0
Soil 5	8.4	Soil 13	8.3	Soil 21	8.0	Soil 29	8.0
Soil 6	8.2	Soil 14	8.4	Soil 23	8.5	Soil 30	8.5
Soil 7	8.4	Soil 15	8.5	Soil 24	7.7		
Soil 8	8.1	Soil 16	8.3	Soil 25	8.3		

Optimum pH Range = 6.5 - 6.5

Soil Amendment Recommendation for **Front of School**

First, leach with 150 gallons of water per 1,000 square feet. Following leaching, amend the soil with the following at a rate of per 1,000 square feet:

- 4 pounds of Treble Superphosphate Fertilizer
- 5 pounds of Potassium Nitrate Fertilizer
- 2 yards of Wood Shavings
- 200 pounds of Gypsum
- 4 pounds of Ammonium Sulfate Fertilizer

Rototill the above amendments in to a depth of 4-6 inches. Before planting, irrigate with 50 gallons of water per 1,000 square feet.

Soil Amendment Recommendation for **Field 1**

First, leach with 150 gallons of water per 1,000 square feet. Following leaching, amend the soil with the following at a rate of per 1,000 square feet:

- 3 pounds of Treble Superphosphate Fertilizer
- 4 pounds of Potassium Nitrate Fertilizer
- 2 yards of Wood Shavings
- 250 pounds of Gypsum
- 3 pounds of Ammonium Sulfate Fertilizer

Rototill the above amendments in to a depth of 4-6 inches. Before planting, irrigate with 50 gallons of water per 1,000 square feet.

San Jacinto Valley Academy

19-Apr-07

Page Four

**Soil Amendment Recommendation for Field 2(adiacent to basketball hoops)**

First, leach with 150 gallons of water per 1,000 square feet. Following leaching, amend the soil with the following at a rate of per 1,000 square feet:

5 pounds of Treble Superphosphate Fertilizer

5 pounds of Potassium Nitrate Fertilizer

2 yards of Wood Shavings

225 pounds of Gypsum

5 pounds of Ammonium Sulfate Fertilizer

Rototill the above amendments in to a depth of 4-6 inches. Before planting, irrigate with 50 gallons of water per 1,000 square feet.

A map of the soil locations is enclosed.



RICHARD P MARROCCO

Entomologist

Cal-State Advisor

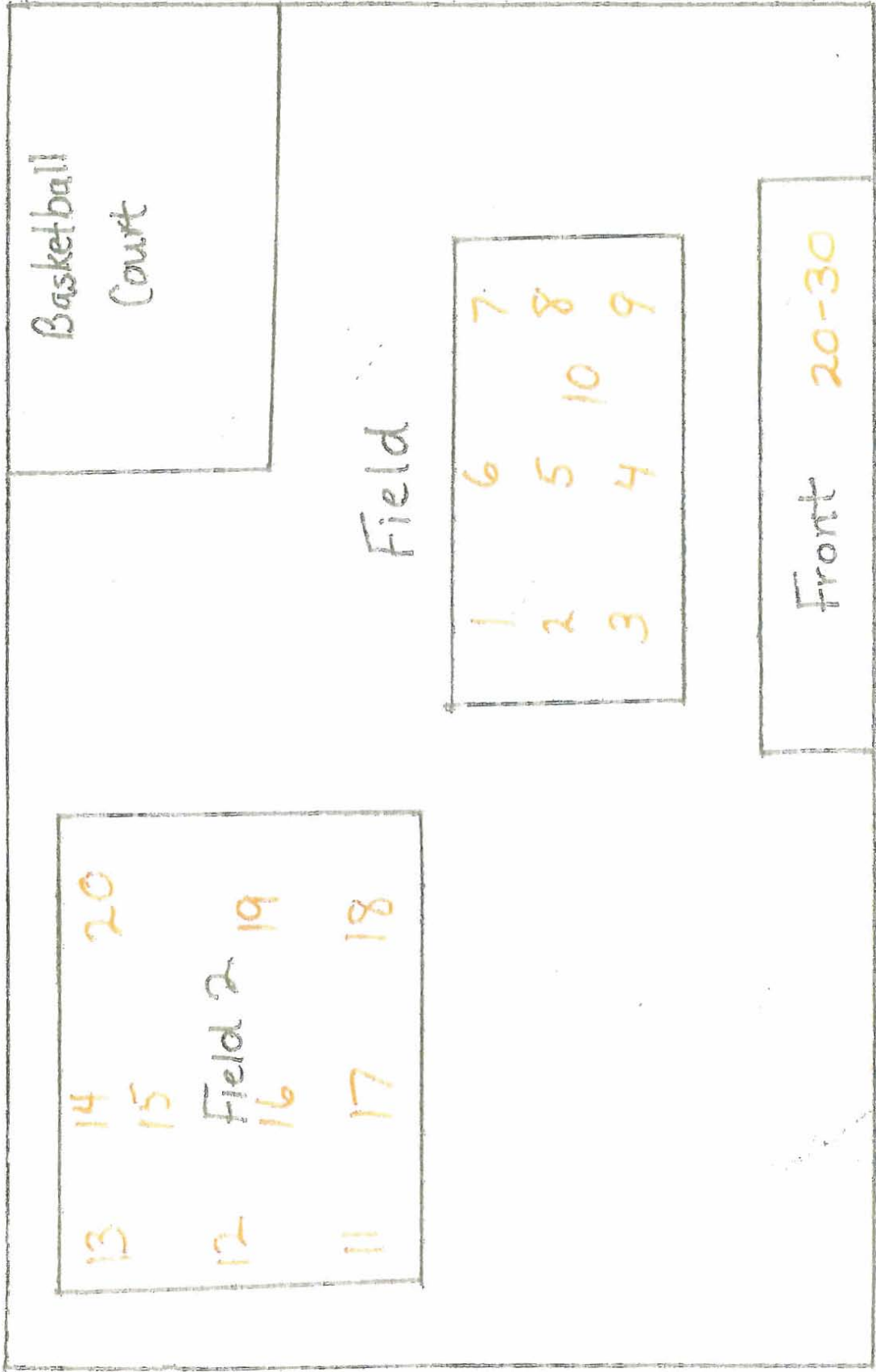
License #4571

RPM:pv

cc:enc



San Jacinto Valley Academy



# EXHIBIT H

IVA GENERAL ACCT.

United Communities Network

8/2/2007

67

7693.1 New Building

18,473.00

BoH Checking Accou Grass

18,473.00

IVA GENERAL ACCT.

United Communities Network

8/2/2007

6781

7693.1 New Building

18,473.00

BoH Checking Accou Grass

18,473.00



18,473.00 +  
 9,370.00 +  
 6,600.00 +  
 34,443.00 +

---

34,443.00 +  
 3,508.12 +  
 37,951.12 +



United Communities Network  
418 E. Florida Avenue  
Hemet, CA 92543  
(951) 929-7173  
EIN: 33-0532424

# Invoice

Date	Invoice #
8/2/2007	4152

<b>Bill To</b>
San Jacinto Valley Academy 480 N. San Jacinto Avenue San Jacinto, CA 92583

Quantity	Description	Job #	Terms
		Rate	Amount
	Sod and Hydroseed	18,473.00	18,473.00
Thank you for your business!		<b>Total</b>	<b>\$18,473.00</b>

~~OK TO PAY~~

8/23/2007

7693.1 · New Building  
7693.1 · New Building

9,370.00  
15,150.00

BoH Checking Accou Sod and Hydroseed & Mower

24,520.00

**SJVA GENERAL ACCT.**

United Communities Network  
7693.1 · New Building  
7693.1 · New Building

8/23/2007

68

9,370.00  
15,150.00

BoH Checking Accou Sod and Hydroseed & Mower

24,520.00




United Communities Network  
 418 E. Florida Avenue  
 Hemet, CA 92543  
 (951) 929-7173  
 EIN: 33-0532424

# INVOICE

Date	Invoice #
8/23/2007	4177

Bill To
San Jacinto Valley Academy 480 N. San Jacinto Avenue San Jacinto, CA 92583

		Job #	Terms
		0575	Due on receipt
Quantity	Description	Rate	Amount
	Progress billing # 2 Sod and Hydroseed	9,370.00	9,370.00
<p style="text-align: center;"><b>OK TO PAY</b></p> 			
Thank you for your business!		<b>Total</b>	<b>\$9,370.00</b>

7693.1 · New Building  
7693.1 · New Building

6,600.00  
6,569.40

BoH Checking Accou Sod and Hydroseed & Mower

13,169.40

**SJVA GENERAL ACCT.**

United Communities Network

9/4/2007

6 8

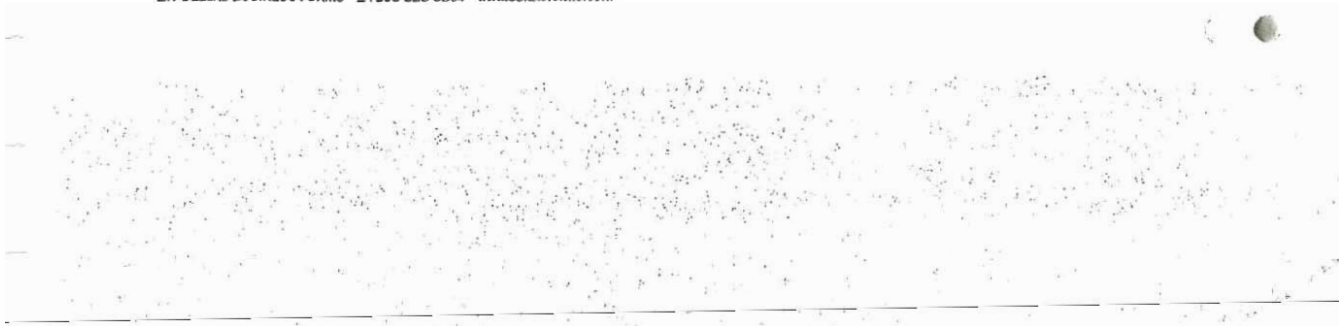
7693.1 · New Building  
7693.1 · New Building

6,600.00  
6,569.40

BoH Checking Accou Sod and Hydroseed & Mower

13,169.40

 DELUXE BUSINESS FORMS 1-800-328-0304 www.deluxeforms.com






United Communities Network  
418 E. Florida Avenue  
Hemet, CA 92543  
(951) 929-7173  
EIN: 33-0532424

# Invoice

Date	Invoice #
8/28/2007	4180

<b>Bill To</b>
San Jacinto Valley Academy 480 N. San Jacinto Avenue San Jacinto, CA 92583

		Job #	Terms
		0575	Due on receipt
Quantity	Description	Rate	Amount
	Final billing for extra costs for spreading fertilizer	6,600.00	6,600.00
Thank you for your business!		<b>Total</b>	\$6,600.00

OK TO PAY  




BoH Checking Accou Landscaping

3,508.12

**SJVA GENERAL ACCT.**

67

San Jacinto Nursery  
7693.1 New Building

7/16/2007

3,508.12

BoH Checking Accou Landscaping

3,508.12



*Handwritten or stamped text, possibly a date or reference number, located in the bottom right corner.*



LANDSCAPING

1350 S. San Jacinto Ave  
San Jacinto, CA 92583

# San Jacinto

## NURSERY

### & Garden Center

(951) 654-0775 • Fax (951) 654-8826

QUANTITY		DESCRIPTION	PRICE	AMOUNT
10	1	20 LB'S PHOSPHATE	9.99	99.90
14	2	20 LBS POTASSIUM NT.	9.99	139.86
10	3	20 LBS AMMONIUM	7.99	79.90
330	4	ESPERSON	9.99	
	5			329.66
	6			
	7			366.45
	8			
	9			
	10	1070 LBS.		366.45
	11			
	12			3255.8
	13			
	14	306 - 8599.		
	15			3508.12
	16			
	17	OK TO PAY		
	18	<i>[Signature]</i>		
	19			

RECEIVED BY:

DATE

07/16/07

# EXHIBIT I





# EXHIBIT J

**San Jacinto Valley Academy**  
**Certificated Teacher's Salary Schedule**  
**Effective July 1, 2003**

**Column**

	1	2	3	4	5	6	7
1	31,155.00	35,106.23	39,558.58	44,575.60	50,228.90	56,599.19	63,777.38
2	31,466.55	35,457.30	39,954.17	45,021.36	50,731.19	57,165.18	64,415.15
3	31,781.22	35,811.87	40,353.71	45,471.57	51,238.50	57,736.83	65,059.30
4	32,099.03	36,169.99	40,757.25	45,926.29	51,750.89	58,314.20	65,709.90
5	32,420.02	36,531.69	41,164.82	46,385.55	52,268.40	58,897.34	66,367.00
6	32,744.22	36,897.00	41,576.47	46,849.41	52,791.08	59,486.31	67,030.67
7	33,071.66	37,265.97	41,992.23	47,317.90	53,318.99	60,081.18	67,700.97
8	33,402.38	37,638.63	42,412.16	47,791.08	53,852.18	60,681.99	68,377.98
9	33,736.40	38,015.02	42,836.28	48,268.99	54,390.70	61,288.81	69,061.76
10	34,073.76	38,395.17	43,264.64	48,751.68	54,934.61	61,901.70	69,752.38
11	34,414.50	38,779.12	43,697.29	49,239.20	55,483.96	62,520.71	70,449.90
12	34,758.65	39,166.91	44,134.26	49,731.59	56,038.80	63,145.92	71,154.40

Step



**SAN JACINTO UNIFIED SCHOOL DISTRICT  
SCHEDULE 100  
TEACHERS SALARY SCHEDULE - CONTRACT DAYS 184  
EFFECTIVE 01/01/08**

Row	BA	BA & 15 Semester Units	BA & 30 Semester Units	BA & 45 Semester Units OR MA	BA & 60 Semester Units INC MA OR MA & 15	BA & 75 Semester Units INC MA OR MA & 30 Sem Units	LONGEVITY
1	44,362.00	44,584.00	46,813.00	49,856.00	52,972.00	56,150.00	
2	44,584.00	45,476.00	47,984.00	51,352.00	54,561.00	57,835.00	
3	44,807.00	46,385.00	49,183.00	52,892.00	56,198.00	59,570.00	
4	45,031.00	47,313.00	50,413.00	54,479.00	57,884.00	61,357.00	
5	45,256.00	48,259.00	51,673.00	56,113.00	59,621.00	63,198.00	
6		49,224.00	52,965.00	57,797.00	61,409.00	65,094.00	
7		50,209.00	54,289.00	59,531.00	63,251.00	67,047.00	
8			55,646.00	61,317.00	65,149.00	69,058.00	
9			57,037.00	63,156.00	67,103.00	71,130.00	
10				65,051.00	69,117.00	73,264.00	
11				67,002.00	71,190.00	75,461.00	
12					73,326.00	77,725.00	
13					75,526.00	80,057.00	
14						82,459.00	16-18 YEARS
15						84,933.00	19-21 YEARS
16						87,480.00	22-24 YEARS
17						90,105.00	25+ YEARS

TEACHERS CAN BE CREDITED WITH UP TO 12 YEARS EXPERIENCE

QUARTER UNITS MUST BE CONVERTED TO SEMEMSTER UNITS. A QUARTER UNIT IS 2/3 OF A SEMESTER UNIT



# EXHIBIT K

**San Jacinto Valley Academy  
School Calendar 2007- 2008**

July					August					September					October					November					December										
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	
2	3	4	5	6			1	2	3	3	4	5	6	7	1	2	3	4	5					1	2	3	4	5	6	7					
9	10	11	12	13	6	7	8	9	10	10	11	12	13	14	8	9	10	11	12	5	6	7	8	9	10	11	12	13	14	17	18	19	20	21	
16	17	18	19	20	13	14	15	16	17	17	18	19	20	21	15	16	17	18	19	12	13	14	15	16	17	18	19	20	21	24	25	26	27	28	
23	24	25	26	27	20	21	22	23	24	24	25	26	27	28	22	23	24	25	26	19	20	21	22	23	24	25	26	27	28	31					
30	31				27	28	29	30	31						29	30	31			26	27	28	29	30	31										
School Days 7					School Days 19					School Days 22					School Days 16					School Days 15															
CE Days 10					CE Days 19					CE Days 23					CE Days 18					CE Days 15															

January					February					March					April					May					June										
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	
	1	2	3	4					1	3	4	5	6	7		1	2	3	4					1	2	2	3	4	5	6					
7	8	9	10	11	4	5	6	7	8	10	11	12	13	14	7	8	9	10	11	5	6	7	8	9	9	10	11	12	13	16	17	18	19	20	
14	15	16	17	18	11	12	13	14	15	17	18	19	20	21	14	15	16	17	18	12	13	14	15	16	16	17	18	19	20	23	24	25	26	27	
21	22	23	24	25	18	19	20	21	22	24	25	26	27	28	21	22	23	24	25	19	20	21	22	23	23	24	25	26	27						
28	29	30	31	25	26	27	28	29	31					28	29	30			26	27	28	29	30	30											
School Days 17					School Days 16					School Days 21					School Days 17					School Days 21					School Days 9										
CE Days 18					CE Days 19					CE Days 21					CE Days 17					CE Days 21					CE Days 9										

Student / Certificated School Days					Grading Periods									
Student			Certificated					1st	2nd	3rd				
Level	Minimum	Regular	Total	Teacher Agreement Days	Sec	Semester Ends	1/25/08	6/12/08						
K	n/a	180	180	192		# of Weeks/Days	19/93	18/87						
Gr. 1-6	18	162	180	192										
Gr. 1-8	18	162	180	192										
Gr. 9-11	18	162	180	192										
<b>School Recesses</b>					<b>Holidays</b>					<b>Special Events</b>				
Thanksgiving Recess November 19-23, 2007					Independence Day July 4, 2007					New Parent Orientation August 21, 2007				
Winter Recess December 24-January 4, 2008					Labor Day September 3, 2007					Kinder Parent Orientation August 22, 2007				
Presidents' Days Recess February 18-22, 2008					Veteran's Day (obs) November 12, 2007					First Day of School August 23, 2007				
Spring Recess April 7-11, 2008					Thanksgiving Day November 22, 2007					Back to School Night September 13, 2007				
					Christmas Day December 25, 2007					Picture Day Elementary October 9, 2007				
					New Year's Day January 1, 2008					Picture Day Secondary October 10, 2007				
					MLK's Birthday January 21, 2008					Amer. Col. History Day November 16, 2007				
					President's day February 18, 2008					Spring Pictures Elem. March 5, 2008				
					Washington's Birthday February 22, 2008					Spring Pictures Sec. March 4, 2008				
					Memorial Day May 28, 2008					Open House May 22, 2008				
										Last Day of School June 12, 2008				



Legend		Flag Ceremony	Board Meeting Dates
	First/Last Day of School	First Friday of the month	July 19, 2007
	Minimum Day (School day ends at E12:30/S1:00)		August 16, 2007
	Recess	<b>Elem. Award Ceremonies</b>	September 20, 2007
	Holidays	T1 November 27, 2007	October 18, 2007
	Conference Days (School day ends at E1:30/S2:00)	T2 March 20, 2008	November 15, 2007
	Teacher Orientation & PD	T3 June 10, 2008	December 20, 2007
	New Teacher Orientation	<b>Sec. Award Ceremony</b>	January 17, 2008
		S1 January 31, 2008	February 28, 2008
		S2 June 11, 2008	March 20, 2008
			April 17, 2008
			May 15, 2008
			June 19, 2008



# San Jacinto Unified School District School Calendar 2007-2008

**JANUARY**

Track	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
A	H	WB	WB	WB	WB						MD							MD														
B	H	WB	WB	WB	WB														MD													
C	H	WB	WB	WB	WB						MD								MD													
D	H	WB	WB	WB	WB						MD								MD													
MIDDLE	H	WB	WB	WB	WB						MD								MD													
HS	H	WB	WB	WB	WB						ER								ER													

**FEBRUARY**

Track	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29			
A	MD																		H													
B						PD													H													PD
C	MD							MD											H													MD
D	MD							MD											H													MD
MIDDLE	MD							MD											H													MD
HS	ER							ER											H													ER

**MARCH**

Track	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
A							MD														MD												
B							MD																										
C							MD																										
D							MD																										
MIDDLE							MD																										
HS							ER																										

**APRIL**

Track	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
A				MD																													
B				MD																													
C				MD																													
D				MD																													
MIDDLE				MD																													
HS				ER																													

**MAY**

Track	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
A																																		
B																																		
C																																		
D																																		
MIDDLE																																		
HS																																		

**JUNE**

Track	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				
A																																		
B																																		
C																																		
D																																		
MIDDLE																																		
HS																																		

H = Holiday (school closed)  
 MD = Minimum Day  
 MC = Minimum Day for Parent Conferences  
 PD = Prep Day for Teachers (students not in attendance)  
 SD = Staff Development Day (students not in attendance)  
 WB/SD = Winter Break/Spring Break (schools closed)



# San Jacinto Unified School District School Calendar 2007-2008

JULY																															
Track	1 <sup>st</sup>	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A			PD	H		MD						MD								MD											
B			PD	H		MD						MD								MD											
C			PD	H		MD						MD								MD											
D																															

AUGUST																															
Track	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A			MD																												
B			MD																												
C			MD																												
D			SD	PD																											
MIDDLE																															
HS																															

SEPTEMBER																															
Track	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
A			H																												
B			H																												
C			H																												
D			H																												
MIDDLE																															
HS																															

OCTOBER																															
Track	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															
MIDDLE																															
HS																															

NOVEMBER																															
Track	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
A			MD																												
B			MD																												
C			MD																												
D			MD																												
MIDDLE																															
HS																															

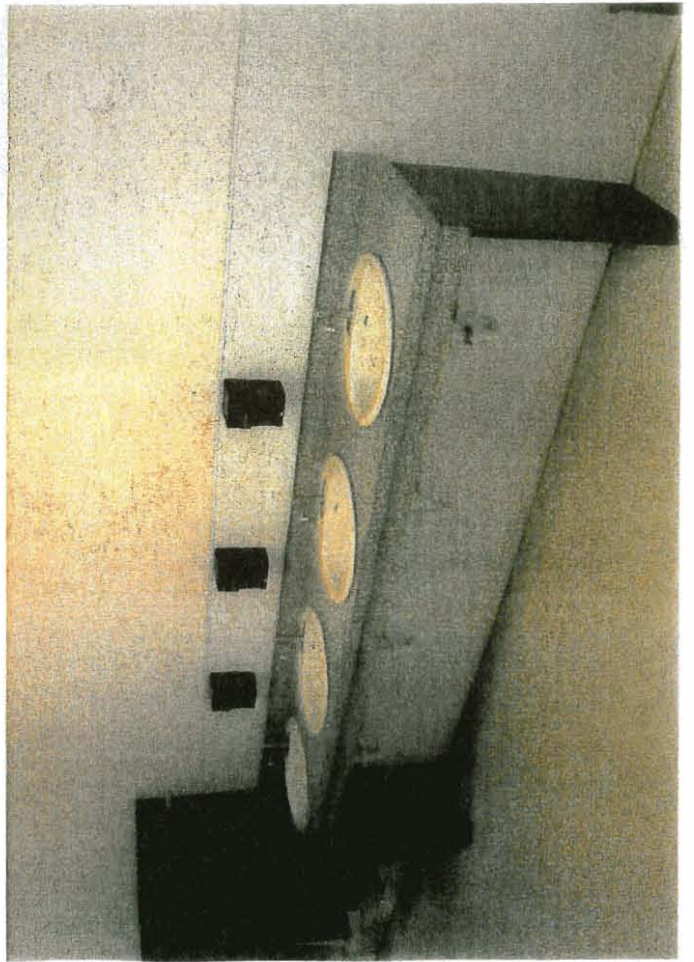
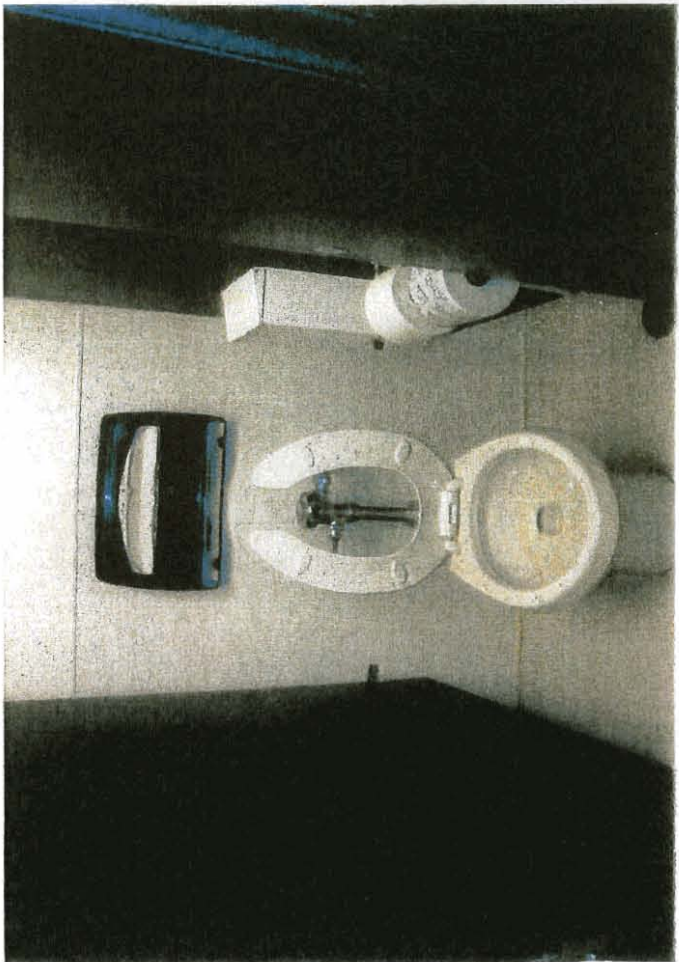
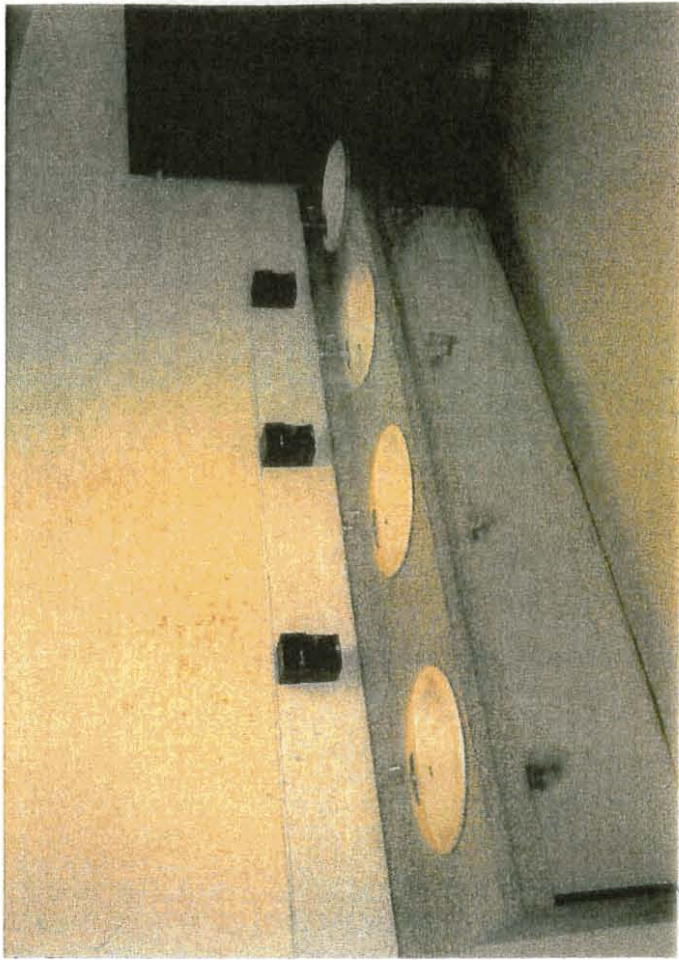
  

DECEMBER																															
Track	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															
MIDDLE																															
HS																															

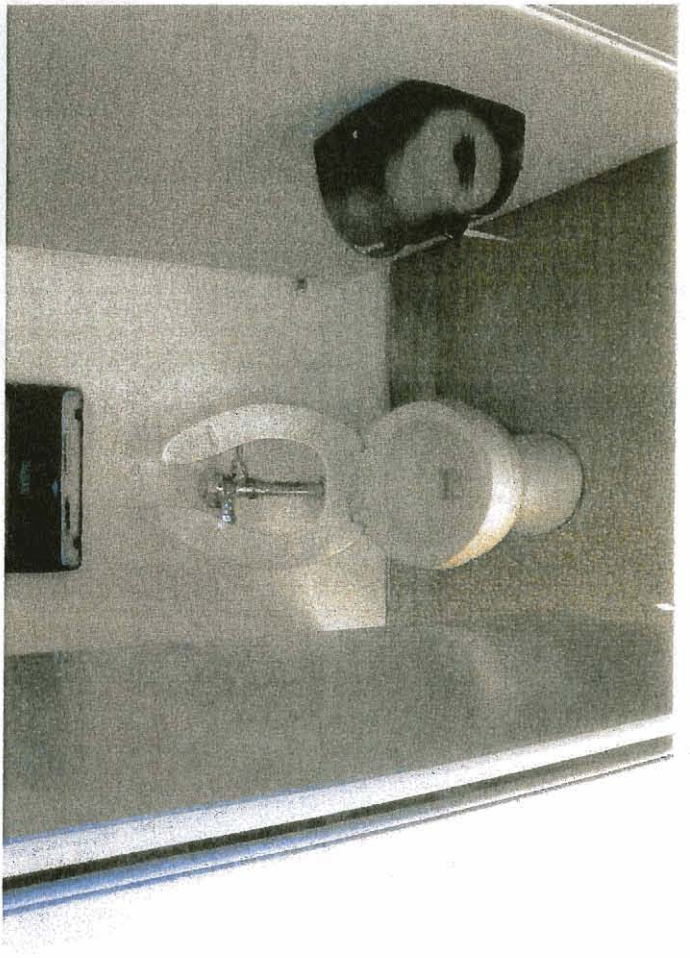
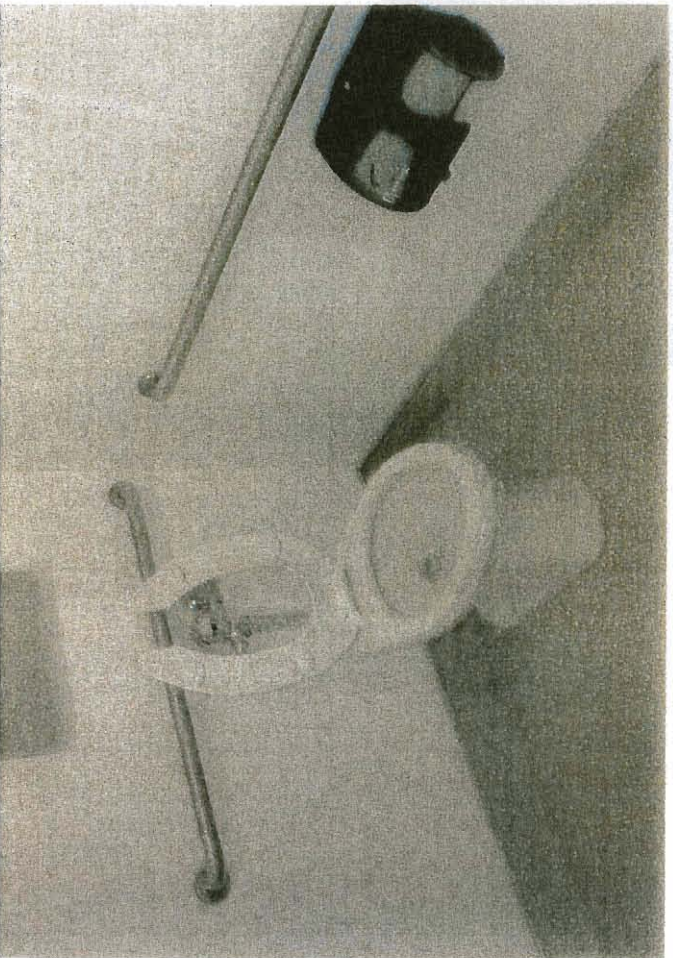
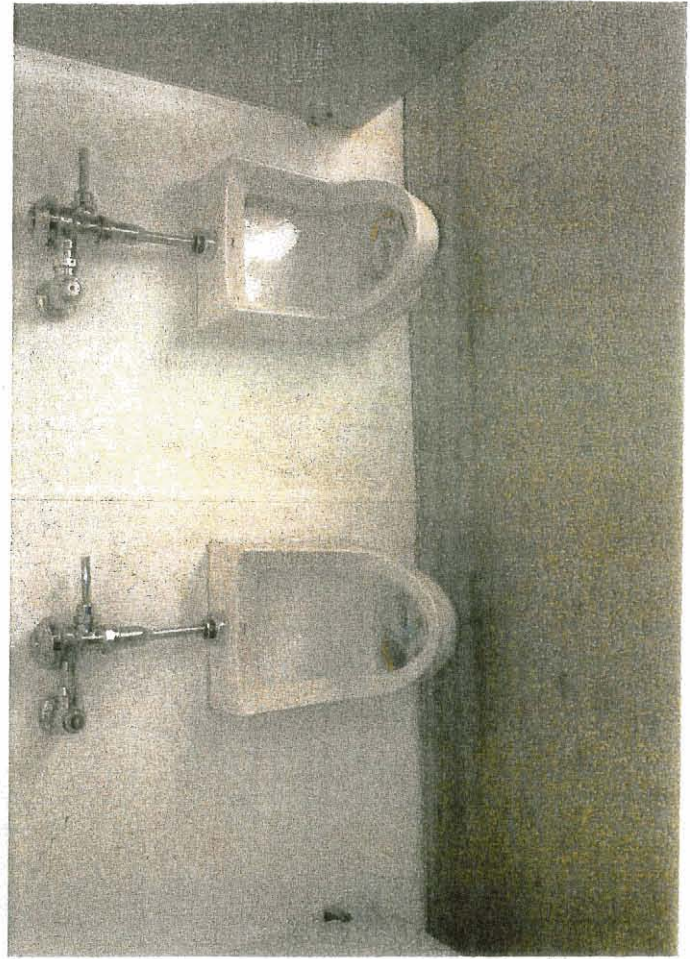
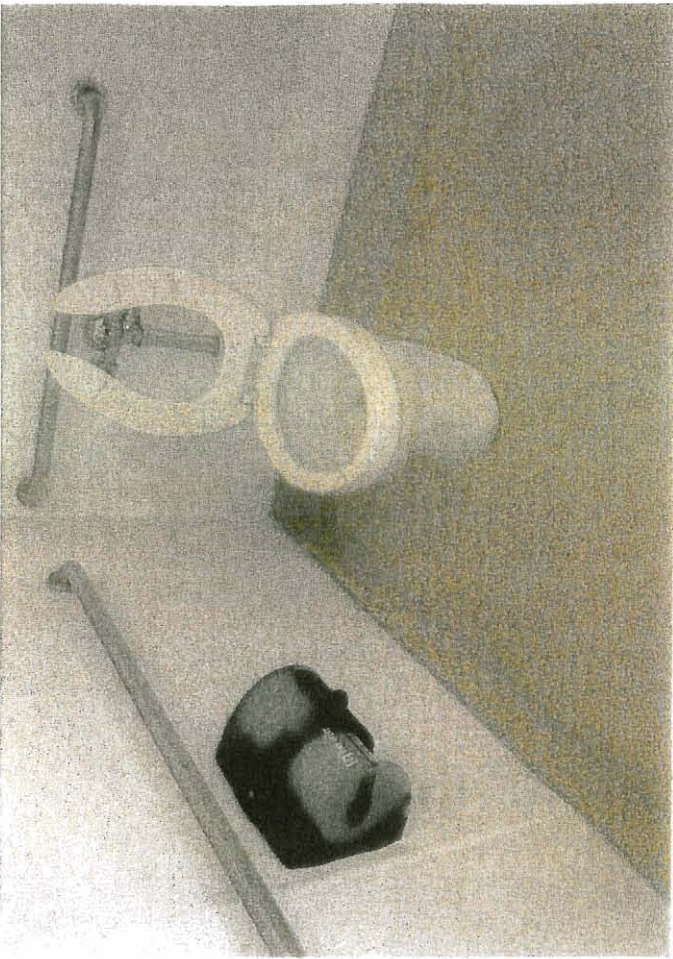
H = Holiday (school closed)  
 MD = Minimum Day  
 MC = Minimum Day for Parent Conferences  
 ER = Early Release  
 PD = Prep Day for Teachers (students not in attendance)  
 SD = Staff Development Day (students not in attendance)  
 WBSB = Winter Break/Spring Break (schools closed)

# EXHIBIT L











# EXHIBIT M



1925 Palomar Oaks Way, Suite 204  
Carlsbad, CA 92008  
(760) 731-5252

Fax (760) 731-7252 Customer Service  
Fax (760) 731-3280 Accounts Receivable  
www.spankysps.com

# Invoice

Date: 22-Aug-2006  
Invoice #: 535933  
PO / Job#:

SAN JACINTO VALLEY ACADEMY  
480 N. SAN JACINTO AVE  
SAN JACINTO, CA 92583

Project:  
SAN JACINTO VALLEY ACADEMY  
480 NORTH SAN JACINTO ST  
SAN JACINTO, CA 92583

Order #: 28943

Payment Due By: 09/01/2006

Account #: 6769

Qty	Description	Rental Period	Days Rent	Rate	Amount
4	HANDICAP W/ INSIDE SINK	08/22 - 09/18	28	\$10.00	\$40.00
4	Delivery Charge	08/22 - 08/22	1	\$50.00	\$200.00
4	SERVICE - FIRST SERVICE DAY	08/22 - 09/18	28	\$135.00	\$540.00
1	Fuel Surcharge		1	\$42.90	\$42.90

~~OK TO PAY~~

~~OK TO PAY~~

Due to fluctuation in fuel prices, you may notice a change in your fuel surcharge.  
Please review back of invoice for rental terms and conditions.

Subtotal	\$822.90
Sales Tax 7.75%	\$3.10
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$826.00</b>

~~OK TO PAY~~

~~OK TO PAY~~

~~OK TO PAY~~

~~OK TO PAY~~



1925 Palomar Oaks Way, Suite 204  
Carlebad, CA 92008  
(760) 731-5252

Fax (760) 731-7252 Customer Service  
Fax (760) 731-3280 Accounts Receivable  
www.spankysps.com

# Invoice

Date: 19-Sep-2006  
Invoice #: 541412  
PO / Job#:

SAN JACINTO VALLEY ACADEMY  
480 N. SAN JACINTO AVE  
SAN JACINTO, CA 92583

Project:  
SAN JACINTO VALLEY ACADEMY  
480 NORTH SAN JACINTO ST  
SAN JACINTO, CA 92583

Order #: 28943

Payment Due By: 09/29/2006

Account #: 6769

Qty	Description	Rental Period	Days Rent	Rate	Amount
4	HANDICAP W/ INSIDE SINK	09/19 - 10/16	28	\$10.00	\$40.00
4	SERVICE - FIRST SERVICE DAY	09/19 - 10/16	28	\$135.00	\$540.00
1	Fuel Surcharge		1	\$31.90	\$31.90

~~PAID TO~~

\*Spanky's Portable Services provides Concrete Washout pumping for your convenience. Please call today to schedule your next service. Please review back of invoice for rental terms and conditions.

Subtotal	\$611.90
Sales Tax 7.75%	\$3.10
Payments/Credits	\$0.00
Balance Due	<u>\$615.00</u>



1925 Palomar Oaks Way, Suite 204  
Carlsbad, CA 92008  
(760) 731-5252

Fax (760) 731-7252 Customer Service  
Fax (760) 731-3280 Accounts Receivable  
www.spankysps.com

# Invoice

Date: 17-Oct-2006

Invoice #: 546646

PO / Job#:

SAN JACINTO VALLEY ACADEMY  
480 N. SAN JACINTO AVE  
SAN JACINTO, CA 92583

Project:  
SAN JACINTO VALLEY ACADEMY  
480 NORTH SAN JACINTO ST  
SAN JACINTO, CA 92583

Order #: 28943

Payment Due By: 10/27/2006

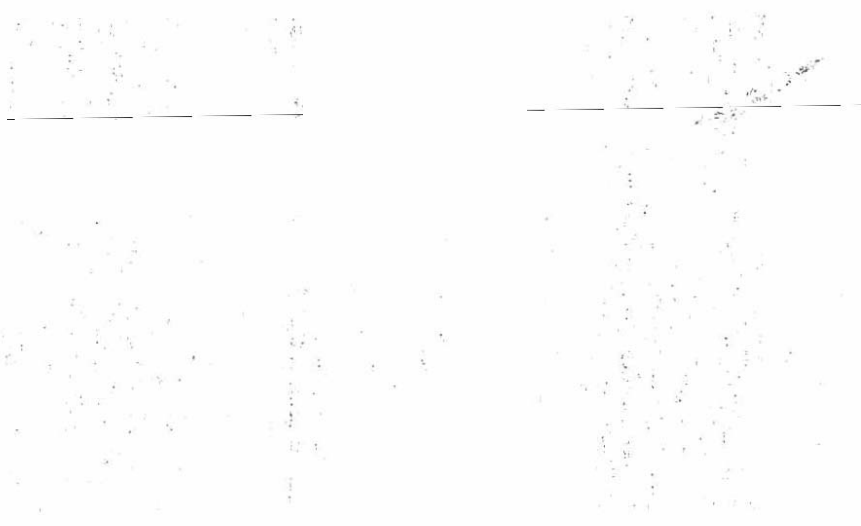
Account #: 6769

Qty	Description	Rental Period	Days Rent	Rate	Amount
4	HANDICAP W/ INSIDE SINK	10/17 - 11/13	28	\$10.00	\$40.00
4	SERVICE - FIRST SERVICE DAY	10/17 - 11/13	28	\$135.00	\$540.00
1	Fuel Surcharge		1	\$31.90	\$31.90

**OK TO PAY**

\*Remember Cal OSHA mandates that a minimum of one wash station shall be provided for each 20 employees or fraction thereof. Call Spanky's to ensure your job site is in compliance.  
Please review back of invoice for rental terms and conditions.

Subtotal	\$611.90
Sales Tax 7.75%	\$3.10
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$615.00</b>





1925 Palomar Oaks Way, Suite 204  
Carlsbad, CA 92008  
(760) 731-5252

Fax (760) 731-7252 Customer Service  
Fax (760) 731-3280 Accounts Receivable  
www.spankysps.com

# Invoice

Date: 14-Nov-2006

Invoice #: 551913

PO / Job#:

Project:

SAN JACINTO VALLEY ACADEMY  
480 NORTH SAN JACINTO ST  
SAN JACINTO, CA 92583

Order #: 28943

Payment Due By: 11/24/2006

SAN JACINTO VALLEY ACADEMY  
480 N. SAN JACINTO AVE  
SAN JACINTO, CA 92583

Account #: 6769

Qty	Description	Rental Period	Days Rent	Rate	Amount
4	HANDICAP W/ INSIDE SINK	11/14 - 12/11	28	\$10.00	\$40.00
4	SERVICE - FIRST SERVICE DAY	11/14 - 12/11	28	\$135.00	\$540.00
1	Fuel Surcharge	-	1	\$31.90	\$31.90



\*We want to wish you a Happy Holidays, from our family to yours!

Please review back of invoice for rental terms and conditions.

Subtotal	\$611.90
Sales Tax 7.75%	\$3.10
Payments/Credits	\$0.00
Balance Due	<u>\$615.00</u>





1925 Palomar Oaks Way Suite  
 Carlsbad, CA 92008  
 Tel: (760) 731-8252  
 Fax: (760) 731-7252

Invoice #: 640463  
 Invoice Date: Dec 12, 2006  
 Page #: 1  
 PO Number:

San Jacinto Valley Academy  
 480 N. San Jacinto Ave  
 San Jacinto, CA 92583

Quantity	Description	Rental Period	Unit Price	Days Rent	Extension
	(4) San Jacinto Valley Academy 480 North San Jacinto St San Jacinto, CA 92583				
4	Handicap w/inside Sink Rental	Dec 12, 2006 - Jan 08, 2007	\$ 10.00	28	\$ 40.
4	1 x Week Service	Dec 12, 2006 - Jan 08, 2007	\$ 135.00	28	\$ 540.
	Fuel Surcharge 5.50%			5.50 %	\$ 31.
	San Diego County			7.75 %	\$ 3.
				Invoice Total	\$ 615.

~~OK TO PAY~~

We want to wish you a Happy Holidays, from our family to yours!  
 Please review back of invoice for rental terms and conditions.

Current	30-60	60-90	90-120	120+	Project Balance Due
\$ 615.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 615.00



INVOICE

Spanky's Portable Services  
 1925 Palomar Oaks Way Suite  
 Carlsbad, CA 92008  
 Tel: (760) 731-5252  
 Fax: (760) 731-7252

Invoice #: 645616  
 Invoice Date: Jan 09, 2007  
 Page #: 1  
 PO Number:

San Jacinto Valley Academy  
 480 N. San Jacinto Ave  
 San Jacinto, CA 92583

Quantity	Description	Rental Period	Unit Price	Days Rent	Extension
	(4) San Jacinto Valley Academy, 480 North San Jacinto St, San Jacinto, CA, 92583				
4	Handicap w/Inside Sink				
	Rental	Jan 09, 2007 - Feb 05, 2007	\$ 10.00	28	\$ 40
4	1 x Week Service	Jan 09, 2007 - Feb 05, 2007	\$ 135.00	28	\$ 540
	Fuel Surcharge 5.50%			5.50 %	\$ 31
	San Diego County			7.75 %	\$ 3
				<b>Invoice Total</b>	<b>\$ 615</b>

~~OK TO PAY~~

In order to service in a timely matter, your Sanitation Driver must have truck access to your units throughout the day. If your unit is unable to be accessed during normal business hours, please call our office to arrange a key or combo option.

Please review back of invoice for rental terms and conditions.

Current	30-60	60-90	90-120	120+	Project Balance Due
\$ 615.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 615.00





**INVOICE**

Sperry's Portable Services  
 1925 Palomar Oaks Way Suite  
 Carlsbad, CA 92008  
 Tel: (760) 731-5252  
 Fax: (760) 731-7252

Invoice #: 650985  
 Invoice Date: Feb 06, 2007  
 Page #: 1  
 PO Number:

San Jacinto Valley Academy  
 480 N. San Jacinto Ave  
 San Jacinto, CA 92583

Quantity	Description	Rental Period	Unit Price	Days Rent	Extension
	(4) San Jacinto Valley Academy 480 North San Jacinto St San Jacinto, CA 92583				
4	Handicap w/Inside Sink Rental	Feb 06, 2007 - Mar 05, 2007	\$ 10.00	28	\$ 40.
4	1 x Week Service Fuel Surcharge 5.50% San Diego County	Feb 06, 2007 - Mar 05, 2007	\$ 135.00	28 5.50 % 7.75 %	\$ 540. \$ 31. \$ 3.
				<b>Invoice Total</b>	<b>\$ 615.</b>

**OK TO PAY**

In the event of inclement weather, we may not be able to service job sites that are too muddy or impassable. If there is a request for an extra service, please call our office to schedule.

Please review back of invoice for rental terms and conditions.

Current	30-60	60-90	90-120	120+	Project Balance Due
\$ 615.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 615.00



**INVOICE**

1925 Palomar Oaks Way Suite  
 Carlsbad, CA 92008  
 Tel: (760) 731-5252  
 Fax: (760) 731-7252

Invoice #: 657215  
 Invoice Date: Mar 06, 2007  
 Page #: 1  
 PO Number:

**San Jacinto Valley Academy**  
 480 N. San Jacinto Ave  
 San Jacinto, CA 92583

Quantity	Description	Rental Period	Unit Price	Days Rent	Extension
	(4) San Jacinto Valley Academy 480 North San Jacinto St San Jacinto, CA 92583				
4	Handicap w/Inside Sink	Mar 06, 2007 - Apr 02, 2007	\$ 10.00	28	\$ 40
4	Rental	Mar 06, 2007 - Apr 02, 2007	\$ 135.00	28	\$ 540
	1 x Week Service			5.60 %	\$ 31
	Fuel Surcharge 5.50%			7.75 %	\$ 3.
	San Diego County				
				<b>Invoice Total</b>	<b>\$ 615.</b>

**OK TO PAY**

To prevent equipment damage, please do not use portable toilets as trash cans for such items; beverage bottles, soft-drink cans, newspaper, paint shavings, wood, nails, and other items.

Please review back of invoice for rental terms and conditions.

Current	30-60	60-90	90-120	120+	Project Balance Due
\$ 615.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 615.00



**INVOICE**

1925 Palomar Oaks Way Suite  
 Carlsbad, CA 92008  
 Tel: (760) 731-5252  
 Fax: (760) 731-7252

Invoice #: 662952  
 Invoice Date: Apr 03, 2007  
 Page #: 1  
 PO Number:

**San Jacinto Valley Academy**  
 480 N. San Jacinto Ave  
 San Jacinto, CA 92583

Quantity	Description	Rental Period	Unit Price	Days Rent	Extension
	(4) San Jacinto Valley Academy 480 North San Jacinto St San Jacinto, CA 92583				
4	Handicap w/Inside Sink	Apr 03, 2007 - Apr 30, 2007	\$ 10.00	28	\$ 40
4	Rental	Apr 03, 2007 - Apr 30, 2007	\$ 135.00	28	\$ 540
4	1 x Week Service				\$ 60
	Stake Down / Removal - Work Order 5220		\$ 15.00		\$ 35
	Fuel Surcharge 5.50%			5.50 %	\$ 3
	San Diego County			7.75 %	\$ 3
				<b>Invoice Total</b>	<b>\$ 678.</b>

**OK TO PAY**

Do you have a special occasion coming up, such as a wedding or a party? Please remember that Spanky's Portable Services offers our services for a great price. Please call our office to schedule.

Please review back of invoice for rental terms and conditions.

Current	30-60	60-90	90-120	120+	Project Balance Due
\$ 678.30	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 678.30



# INVOICE

**Spanky's Portable Services**  
 1925 Palomar Oaks Way Suite 20  
 Carlsbad, CA 92008  
 Tel: (760) 731-8252  
 Fax: (760) 731-7252

**Invoice #:** 668355  
**Invoice Date:** May 01, 2007  
**Page #:** 1  
**PO Number:**

**San Jacinto Valley Academy**  
 480 N. San Jacinto Ave  
 San Jacinto, CA 92583

Quantity	Description	Rental Period	Unit Price	Days Rent	Extension
	(4) San Jacinto Valley Academy 480 North San Jacinto St San Jacinto, CA 92583				
4	Handicap w/inside Sink Rental	May 01, 2007 - May 28, 2007	\$ 10.00	28	\$ 40.00
4	1 x Week Service	May 01, 2007 - May 03, 2007	\$ 135.00	3	\$ 57.80
4	1 x Week Service	May 04, 2007 - May 28, 2007	\$ 141.00	25	\$ 503.50
	Fuel Surcharge 5.50%			5.50%	\$ 33.00
	San Diego County			7.75%	\$ 3.10
				<b>Invoice Total</b>	<b>\$ 637.60</b>

**OK TO PAY**

Important Notice: Please read the notice enclosed with this invoice in regards to an upcoming increase in our rates starting in May. Thank you.

Please review back of invoice for rental terms and conditions.

Current	30-60	60-90	90-120	120+	Project Balance Due
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42



**INVOICE**

Spanky's Portable Services  
 1925 Palomar Oaks Way Suite 1  
 Carlsbad, CA 92008  
 Tel: (760) 731-5252  
 Fax: (760) 731-7252

Invoice #: 673430  
 Invoice Date: May 29, 2007  
 Page #: 1  
 PO Number:

San Jacinto Valley Academy  
 480 N. San Jacinto Ave  
 San Jacinto, CA 92583

Quantity	Description	Rental Period	Unit Price	Days Rent	Extension
	(4) San Jacinto Valley Academy 480 North San Jacinto St San Jacinto, CA 92583				
4	Handicap w/inside Sink	May 29, 2007 - Jun 25, 2007	\$ 10.00	28	\$ 40.00
4	Rental	May 29, 2007 - Jun 25, 2007	\$ 141.00	28	\$ 564.00
	1 x Week Service			5.50 %	\$ 33.00
	Fuel Surcharge 5.50%			7.75 %	\$ 3.00
	San Diego County				\$ 3.00
				<b>Invoice Total</b>	<b>\$ 640.32</b>

~~OK TO PAY~~

Please remember your Cal-OSHA and Storm Water regulations. Give us a call for containment tray compliance and any questions pertaining to number of people vs. number of units. Are you compliant?

Please review back of invoice for rental terms and conditions.

Current	30-60	60-90	90-120	120+	Project Balance Due
\$ 640.32	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 640.32



# INVOICE

Spanky's Portable Services  
 1925 Palomar Oaks Way Suite 20  
 Carlsbad, CA 92008  
 Tel: (760) 731-5252  
 Fax: (760) 731-7252

Invoice #: 678859  
 Invoice Date: Jun 26, 2007  
 Page #: 1  
 PO Number:

San Jacinto Valley Academy  
 480 N. San Jacinto Ave  
 San Jacinto, CA 92583

Quantity	Description	Rental Period	Unit Price	Days Rent	Extension
	(4) San Jacinto Valley Academy 480 North San Jacinto St San Jacinto, CA 92583				
4	Handicap w/Inside Sink Rental	Jun 26, 2007 - Jul 23, 2007	\$ 10.00	28	\$ 40.00
4	1 x Week Service Fuel Surcharge 5.50% San Diego County	Jun 26, 2007 - Jul 23, 2007	\$ 147.00	28	\$ 588.00
				5.50 %	\$ 34.54
				7.75 %	\$ 3.10
				<b>Invoice Total</b>	<b>\$ 665.64</b>

OK TO PAY  


Please remember your Cal-OSHA and Storm Water regulations. Give us a call for containment tray compliance and any questions pertaining to number of people vs. number of units. Are you compliant?

Please review back of invoice for rental terms and conditions.

Current	30-60	60-90	90-120	120+	Project Balance Due
\$ 665.64	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 665.64





# INVOICE

Spanky's Portable Services  
 1925 Palomar Oaks Way Suite 204  
 Carlsbad, CA 92008  
 Tel: (760) 731-5252  
 Fax: (760) 731-7252

Invoice #: 684219  
 Invoice Date: Jul 24, 2007  
 Page #: 1  
 PO Number:

San Jacinto Valley Academy  
 480 N. San Jacinto Ave  
 San Jacinto, CA 92583

Quantity	Description	Rental Period	Unit Price	Days Rent	Extension
	(4) San Jacinto Valley Academy 480 North San Jacinto St San Jacinto, CA 92583				
4	Handicap w/Inside Sink Rental	Jul 24, 2007 - Aug 20, 2007	\$ 10.00	28	\$ 40.00
4	1 x Week Service	Jul 24, 2007 - Aug 20, 2007	\$ 147.00	28	\$ 588.00
4	Pump Out		\$ 0.00		\$ 0.00
4	Pump Out		\$ 0.00		\$ 0.00
4	Pump Out		\$ 0.00		\$ 0.00
4	Pump Out		\$ 0.00		\$ 0.00
	Fuel Surcharge 5.50% San Diego County			5.50 %	\$ 34.54
				7.75 %	\$ 3.10
				Invoice Total	\$ 665.64

**OK TO PAY**

261.30

Remember Cal OSHA mandates that a minimum of one wash station shall be provided for each 20 employees or fraction thereof. Call Spanky's to ensure your jobsite is in compliance.

Please review back of invoice for rental terms and conditions.

Current	30-60	60-90	90-120	120+	Project Balance Due
\$ 0.00	\$ 0.00	\$ 665.64	\$ 0.00	\$ 0.00	\$ 665.64

TEAR OFF HEADER AND RETURN LOWER PORTION WITH YOUR PAYMENT



San Jacinto Valley Academy  
 Customer #: 005164 - 000004  
 Invoice #: 684219  
 Invoice Date: Jul 24, 2007  
 PO Number:  
 Invoice Total \$ 665.64

Spanky's Portable Services  
 1925 Palomar Oaks Way Suite 204  
 Carlsbad, CA 92008

PLEASE WRITE IN AMOUNT OF PAYMENT ENCLOSED

Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_\_

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



# INVOICE

Spanky's Portable Services  
 1925 Palomar Oaks Way Suite 204  
 Carlsbad, CA 92008  
 Tel: (760) 731-5252  
 Fax: (760) 731-7252

San Jacinto Valley Academy  
 480 N. San Jacinto Ave  
 San Jacinto, CA 92583

Invoice #: 689987  
 Invoice Date: Aug 23, 2007  
 Page #: 1  
 PO Number:

Quantity	Description	Rental Period	Unit Price	Days Rent	Extension
	(5) San Jacinto Valley Academy 480 N. San Jacinto Ave San Jacinto, CA 92583				
4	Handicap w/inside Sink		\$ 37.50		\$ 150.00
4	Delivery ( same day ) - Handicap w/inside Sink - Work Order 15780		\$ 10.00	28	\$ 40.00
4	Rental	Aug 23, 2007 - Sep 19, 2007	\$ 147.00	28	\$ 588.00
	1 x Week Service	Aug 23, 2007 - Sep 19, 2007		5.50 %	\$ 42.79
	Fuel Surcharge 5.50%			7.75 %	\$ 3.10
	Riverside County				
				<b>Invoice Total</b>	<b>\$ 823.89</b>

**OK TO PAY**

Valued customer, please remember your invoice is for a 28 day period and there are no pro-rations for early returns.

Please review back of invoice for rental terms and conditions.

Current	30-60	60-90	90-120	120+	Project Balance Due
\$ 823.89	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 823.89





# INVOICE

Spanky's Portable Services  
 1925 Palomar Oaks Way Suite 204  
 Carlsbad, CA 92008  
 Tel: (760) 731-5252  
 Fax: (760) 731-7252

Invoice #: 690748  
 Invoice Date: Aug 31, 2007  
 Page #: 1  
 PO Number:

San Jacinto Valley Academy  
 480 N. San Jacinto Ave  
 San Jacinto, CA 92583

Quantity	Description	Rental Period	Unit Price	Days Rent	Extension
	(4) San Jacinto Valley Academy 480 North San Jacinto St San Jacinto, CA 92583				
6	Damage Charges Graffiti and paint on units picked up 08/03/2007		\$ 10.00		\$ 60.00
4	Handicap w/inside Sink Pickup - Handicap w/inside Sink - Work Order 13978 Fuel Surcharge 5.50%		\$ 25.00	5.50 %	\$ 100.00 \$ 5.50
				<b>Invoice Total</b>	<b>\$ 165.50</b>

**OK TO PAY**

Valued customer, please remember your invoice is for a 28 day period and there are no pro-rations for early returns.

Please review back of invoice for rental terms and conditions.

Current	30-60	60-90	90-120	120+	Project Balance Due
\$ 165.50	\$ 665.64	\$ 0.00	\$ 0.00	\$ 0.00	\$ 831.14

TEAR OFF HEADER AND RETURN LOWER PORTION WITH YOUR PAYMENT

San Jacinto Valley Academy  
 Customer #: 005164 - 000004  
 Invoice #: 690748  
 Invoice Date: Aug 31, 2007  
 PO Number:  
 Invoice Total ~~\$ 165.50~~



Spanky's Portable Services  
 1925 Palomar Oaks Way Suite 204  
 Carlsbad, CA 92008

PLEASE WRITE IN AMOUNT OF PAYMENT ENCLOSED

Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_\_

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

# EXHIBIT N

**Public Information Office**

**Related Sites**

**MSJC in the News**

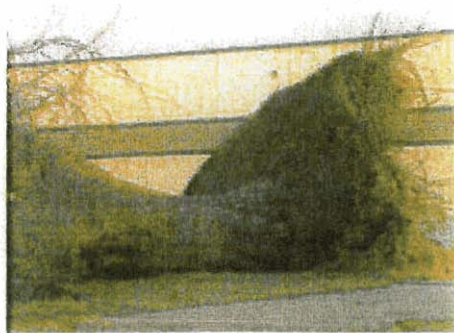
**SJC Wind Damage Photos**

**Calendar**

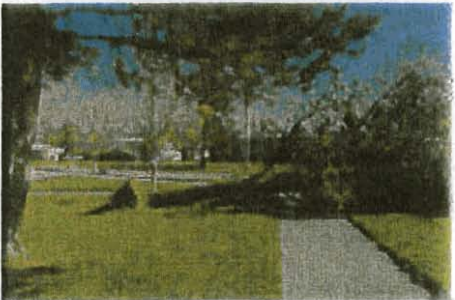
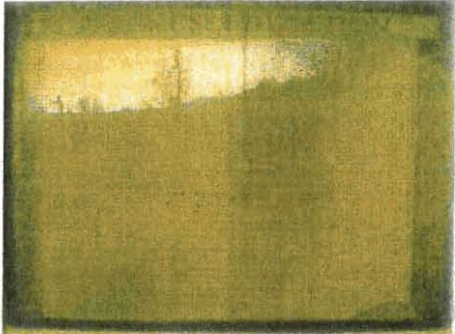
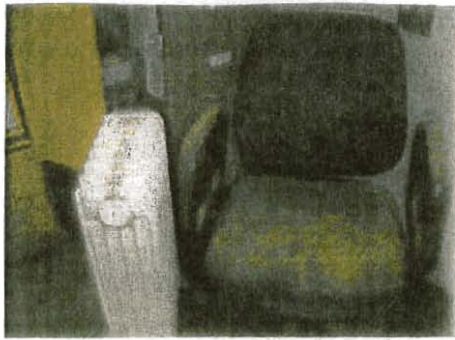
**SJC Wind Damage Photos**

**San Jacinto Campus Wind Damage, October 2007**

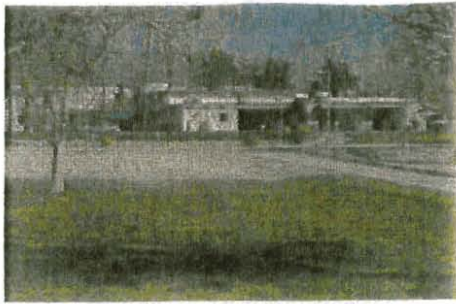
The San Jacinto campus alone was hit with gale-force winds, toppling about 50 trees, blowing air conditioner units off kilter and sending sand and dust into offices, classrooms and the library. Even though windows and doors were closed, sand and dust infiltrated computers, air ducts and the electrical master switches. These must be cleaned and inspected before power can be restored, said Jon Tyler, interim president of Mt. San Jacinto College.



5/19/2007



5/19/2008



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10/20/2010 10:10:10 AM

# Freak Oct. '07 windstorm left damage, dust, red tape for San Gorgonio Pass and San Jacinto Valley

Download story podcast

[Download story podcast](#)

07:14 AM PDT on Monday, April 21, 2008

By STEVE FETBRANDT  
The Press-Enterprise

**File video:** [Oct. 21, 2007, windstorm destroys barn and pet supply shop in San Jacinto](#)

Six months to the day after a devastating overnight windstorm turned the northern San Jacinto Valley and San Gorgonio Pass upside down, some homeowners and businesses are still climbing out from under the mess while others have moved on.

The Oct. 21-22 freak storm had winds measured by the National Weather Service in excess of 50 mph for 19 hours. Unofficial sources measured gusts at more than 100 mph. It killed or maimed as many as 20 dairy cows, leveled a pet-supply business, toppled trees into yards and onto homes, tore off roof tiles and shingles, snapped utility poles, and blew down block walls. In some parts of San Jacinto and Beaumont in Riverside County, sand drifts buried streets and yards waist high and fine sand seeped inside homes and vehicles.

A sampling of homeowners and business owners indicates mixed recovery success in the private sector six months later. Some say they are pretty much whole again, while others continue to negotiate outstanding insurance claims.

Nearly everyone interviewed remained bitter, however, about the federal government's refusal to help offset the costs.

## Dairy Cows Killed

Among the hardest-hit businesses was R&J Haringa Dairy in San Jacinto. Blowing pieces of metal and wood killed four or five cows, owner Ron Haringa said recently, and injured another 15 so badly they could no longer produce milk. Haringa also lost money due to two skipped milkings of the dairy's 2,800 cows.

Haringa said his losses came close to \$1 million. While private insurance covered most of it, he had \$33,000 in out-of-pocket cost for the cows, which were not covered.



"You just deal with the way it comes and do your best," he said. "If I had my choice, I'd never see another windstorm."

To date, the Riverside County Office of Emergency Services has put the total wind damage at \$7.1 million for public facilities and \$5.2 million for private homes and businesses. The hardest-hit town was San Jacinto, which experienced an estimated \$3 million in damage between public and private property.


So far, the city has spent \$293,000 cleaning up and repairing public property and facilities, while residents and businesses have shelled out about \$2.7 million for damage to private property, drawing mostly on private insurance.

### **Disaster Declaration**

City and Riverside County officials declared a local state of disaster within hours of the windstorm. Gov. Schwarzenegger sought to add the wind damage to the disaster declaration President Bush issued for the numerous wildfires that were raging throughout Southern California at the time.

FEMA denied the request, saying they were two separate events and the wind damage did not meet the threshold for federal assistance.

Story continues below



2007 / The Press-Enterprise  
Winds that swept across the San Jacinto Valley on Oct. 22 piled sand into drifts that nearly buried vehicles and did millions of dollars in damage to homes and businesses. San Jacinto, which had an estimated \$3 million in damage, was hardest hit.

Bonnie Reed, administrative services officer for the county Office of Emergency Services, said homeowners "got absolutely nothing" from the federal government. However, public agencies were eligible to receive up to 75 percent of their wind-damage costs reimbursed by the state under the governor's emergency declaration.

FEMA press secretary James McIntyre said the federal government could not provide assistance because most of the wind damage was covered by private insurance.

"We cannot duplicate the assistance given," he said.

To meet federal disaster standards, McIntyre said, a catastrophe must involve a large number of uninsured people with damage so overwhelming that local jurisdictions cannot cope. FEMA representatives assessed the area, he said, and did not find those circumstances.

County and state officials, meanwhile, note that FEMA approved a similar state request during the 2003 Southern California wildfires. Peter Lent, who heads the Riverside County Office of Emergency Services, said FEMA needs to better define "disaster," clarify the rules for obtaining federal assistance and apply them more consistently.

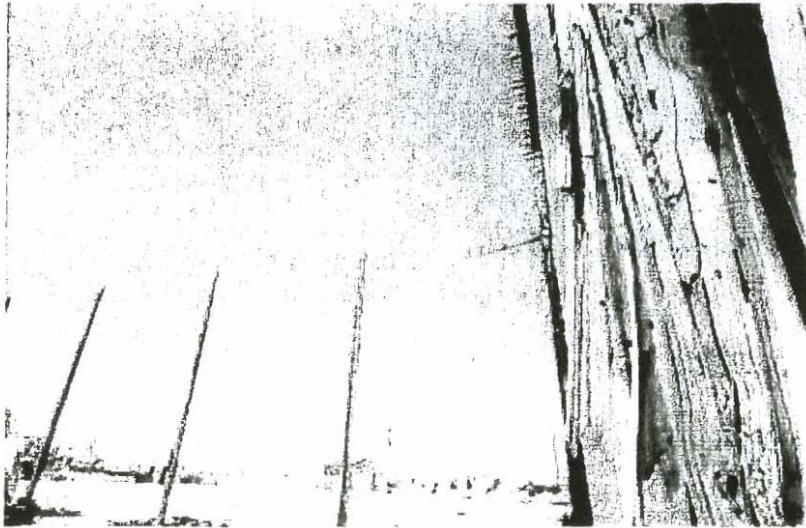
Bob Duistermars, head of Hemet-based Central County United Way, is still bristling over the federal government's response:

"The city of San Jacinto did a wonderful job. The state did its job. A lot of the insurance companies did what they contractually had to do," he said. "I would think the feds would have given tremendous weight to the state and the governor declaring a disaster. To use a technicality just to walk away bothers me tremendously."

### **Help Here and There**

The October fallout still has not settled for Mt. San Jacinto College. State aid and a college self-insurance pool helped pay for cleanup and repairs totaling \$3 million so far, said Karin Marriott, a college spokeswoman.

Story continues below



The hay storage roof at C.L. Smith Hay Co. in San Jacinto hasn't been replaced. An adjacent pet supply store is now closed.

San Jacinto resident Calvin Smith, owner of C.L. Smith Hay Co. and C.L. Smith Pet Supplies on the

Ramona Expressway, had to move out of his house for three months while repairs were made. The wind also blew down most of his pet-supplies store on the same property, forcing him to permanently close the retail business he started in May 2000.

Smith has had 14 insurance adjusters visit his property for claims he made on four policies.

"We were pretty well destroyed," he said. "Insurance-wise, we're still dealing with some of that. Most of the things have been settled. I'm not bagging on my insurance company. They've been as good as can be expected."

Riverside County and San Jacinto both set aside small pools of money to help senior citizens and low-income homeowners meet their insurance deductibles or pay for housing repairs.

Carolyn Hicks, 66, who lives in the Country Lake Mobile Home Community on State Street just outside San Jacinto, was uninsured. Friends, church members and mix of nonprofit and Riverside County assistance helped repair the damage to her home.

"We shared resources, we shared information and when you're in this disaster, you just have to share and share the love," she said.

In Beaumont, Thomas Creekmore moved his pregnant wife and two children into a San Bernardino hotel from their Daisy Drive home. Ten weeks later, the family moved back into their home with their newborn baby, Alyssa. Creekmore estimated his recovery costs at \$30,000.

"I try to not think about it," he said.

His homeowner insurance has paid his mortgage company.

As for lessons learned, Creekmore said:

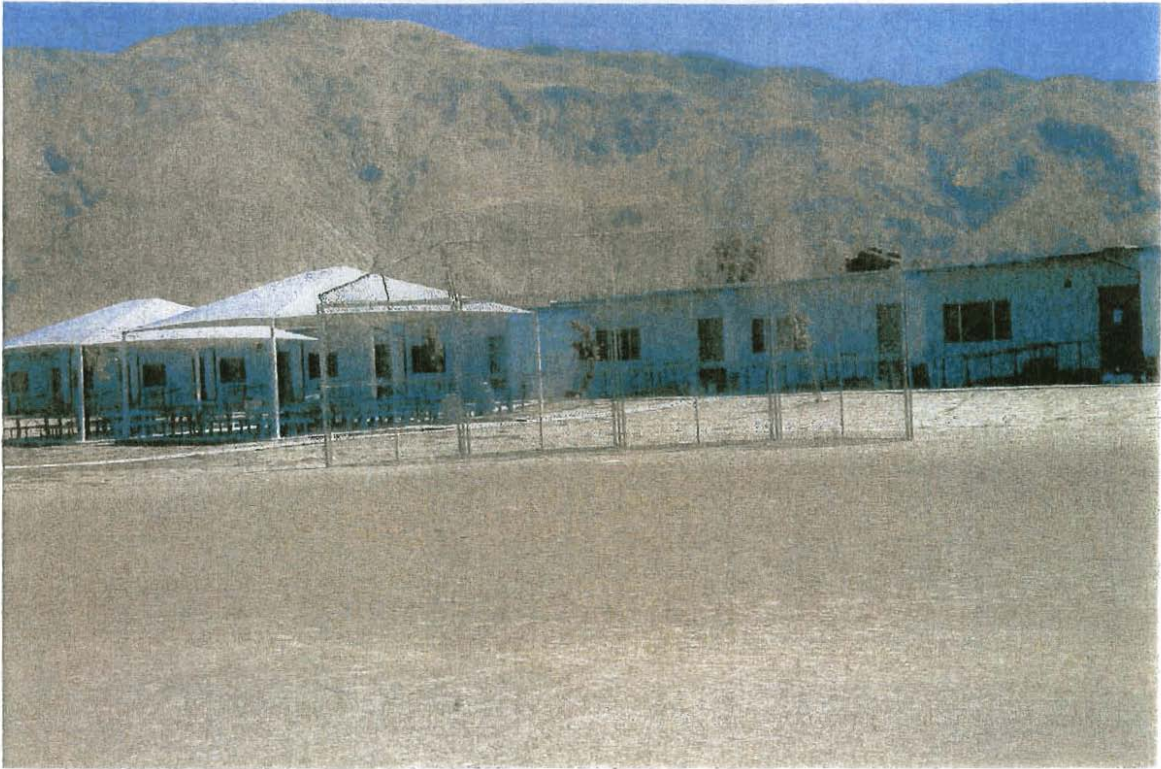
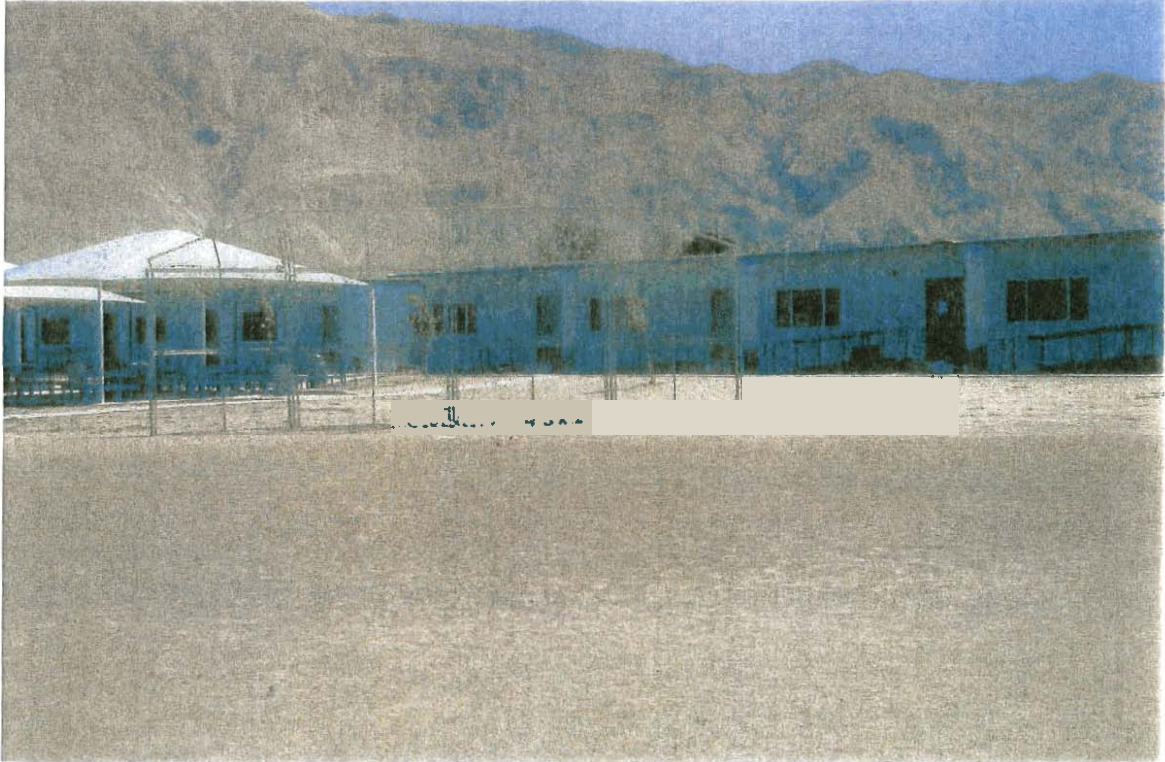
"I guess the lesson is patience ... (and) don't do anything unless it's authorized. And take time, before disaster hits, to review insurance with someone who is knowledgeable and make sure the policy is up to date."

Staff writers Herbert Atienza and Gail Wesson contributed to this report.

*Reach Steve Fetbrandt at 951-763-3473 or [sfetbrandt@PE.com](mailto:sfetbrandt@PE.com)*

# EXHIBIT O





# EXHIBIT P

**SAN JACINTO VALLEY ACADEMY  
BUSINESS: PROCUREMENT POLICIES AND PROCEDURES**

1. General

It is the intent of San Jacinto Valley Academy (“Charter School”) to conduct all procurement activities consistent with the guideline set forth herein. The Charter School practices have been designed to give fair and equitable treatment to all persons who deal with our procurement system, to provide maximum economy in our procurement activities, and to foster competition within the free enterprise system.

2. Procurement Defined

Procurement is defined as buying, purchasing, renting, leasing, or otherwise acquiring goods, services, or construction. It also includes all functions that pertain to the obtaining of any goods, service, or construction, including description of requirements, selection, and solicitation of sources, preparation, and award of a contract and all phases of contract administration.

3. Procurement Policy

Any procurement of goods and services shall be made by the (governing board/procurement officer/authorized agent), in their best judgment, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to price, quality, availability, timelines, reputation, and prior dealings.

4. Informal Bidding

All purchases over \$10,000 but less than \$20,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services of similar value. The Academy shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all purchase order and check requests indicating that at least three vendors were contacted and such documentation shall be maintained for three years. Informal quotes or proposals for goods and/or services may be requested and received in writing by mail, email, facsimile, and/or verbally, such as by telephone, so long as properly documented.

i. Formal Bidding

All purchases in excess of \$20,000 must be bid by the competitive bidding process described in No. 8 below.

i. Use of Competitive Bidding

The Charter School shall not be precluded from using a competitive bidding process as a method of entering into any contract for the purchase of goods or services that is not



covered under this policy.

7. Professional Services Contracts

The Charter School has the authority to hire such professional services as are needed for the operation of the School without complying with the bidding procedures described herein. Such professional services include, without limitation, services provided by the following professionals: attorneys, architects, engineers, accountants, computer technician, construction management, and financial advisors. In selecting professionals for engagement, the School may consider all relevant factors, including experience, education, expertise, reputation, and cost. The selection of professionals shall be within the discretion of the School Board.

8. Competitive Bidding Procedure

A. Seeking Bids

The Charter School shall seek bids from those sources able to offer the best prices, consistent with quality, quantity, delivery, and service.

B. Specifications

Specifications regarding the goods and/or services requested shall be clear, complete, and conducive to competitive bidding and/or quoting of prices and shall include all information and conditions necessary to obtain bids or price quotations.

C. Opening Bids

Bids will be opened only officer or designated employee of the Charter School. Bidders retain the right to withdraw a bid due to a material mistake in the bid. After bids have been opened, they shall be available for inspection or copy by any interested party.

D. Contract Award

The Charter School shall award a competitively bid contract at the bid amount to the bidder offering the best value to the School according to its selection criteria. The selection criteria may include the following factors:

- i. purchase price
- ii. reputation of the vendor and of the vendor's goods and/or services
- iii. quality of the vendor's goods and/or services
- iv. extent to which the goods and/or services meet the School's needs
- v. vendor's past relationship with the School
- vi. total long-term cost to the School to acquire the goods and/or services

9. Conflict of Interest

The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest) unless all of the following apply:

- a. The director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.
- b. The director with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).
- c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.
- e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

10. Reservation

The Charter School Procurement Policies and Procedures shall be amended and updated if necessary to comply with changes in acceptable procurement practices.

Adopted:

Amended:

# EXHIBIT Q

Name	Memo
Inland Foundation Engineering	Foundation Report
B & L Construction	Parkinglot
Bobby Duisternars	Electrical For new classrooms
Cynthia Perez	Tile for restrooms
HDS	Dry wall for office remodel
Helge Nyberg	Grading for new classrooms
Hemet Valley Piping Supply	Plumbing for new bathrooms
Howard Electric	Electrical for new classroom
Knacker Door and Glass	Partitions for bathroom
L. O. Lynch Quality Wells & Pumps, Inc.	Well
Lyve Wyre Electric	Down Payment electrical for new building
Pacific Alarm Service, Inc	Alarm Service for new rooms
PJU Telecomm	Down Payment New Phone System
Silver Creek Industires	Sidewalks
Timberline Construction	Hig School Bathroom
United Communities Newok	Admin office, Bathroom and conduit for alarm & fire
Wright- Griffith Plumbing Co	Sewer
Ley Heating & Air	Heating and Air
Fargo Plumbing	Plumbing
Power Bownd	Electrical