

CAPISTRANO UNIFIED SCHOOL DISTRICT  
33122 Valle Road  
San Juan Capistrano, CA 92675  
BOARD OF TRUSTEES  
Regular Meeting

**REVISED**

April 25, 2019

Closed Session 4:00 p.m.  
Open Session 7:00 p.m.

**AGENDA**

**CLOSED SESSION AT 4:00 P.M.**

**1. CALL TO ORDER**

**2. CLOSED SESSION COMMENTS**

**3. CLOSED SESSION (as authorized by law)**

**A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Gregory Merwin/Kathy Purcell

Attorney – Ernest Bell

Significant Exposure to Litigation – Four Cases

ADR Case Number 20190212

ADR Case Number 20190301

ADR Case Number 20190304

ADR Case Number 20190320

*(Pursuant to Government Code § 54956.9(d)(2))*

Clark Hampton

Attorney – Kelly Cauvel

Significant Exposure to Litigation – One Case

*(Pursuant to Government Code § 54956.9(d))*

**EXHIBIT A-1**

**EXHIBIT A-2**

**EXHIBIT A-3**

**EXHIBIT A-4**

**B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Gregory Merwin/Kathy Purcell

Attorney – Ernest Bell

Significant Exposure to Litigation – Three Cases

OAH Case Number 2018110162

OAH Case Number 2018120830

OAH Case Number 2019020057

*(Pursuant to Government Code § 54956.9(d)(1))*

**EXHIBIT B-1**

**EXHIBIT B-2**

**EXHIBIT B-3**

**C. STUDENT EXPULSIONS**

Mike Beekman

Eight Cases

Case # 2019-043

Case # 2019-047

Case # 2019-048

Case # 2019-049

Case # 2019-050

Case # 2019-051

Case # 2019-053

Case # 2019-054

**EXHIBIT C-1**

**EXHIBIT C-2**

**EXHIBIT C-3**

**EXHIBIT C-4**

**EXHIBIT C-5**

**EXHIBIT C-6**

**EXHIBIT C-7**

**EXHIBIT C-8**

**D. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Susan Holliday/Tim Brooks

*(Pursuant to Government Code § 54957)*

**EXHIBIT D-1**

**E. CONFERENCE WITH LABOR NEGOTIATORS**

District Negotiators: Kirsten M. Vital/Tim Brooks/Clark Hampton

Employee Organizations:

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

(Pursuant to Government Code § 54957.6)

**RECORDING OF SCHOOL BOARD MEETINGS**

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.

**OPEN SESSION AT 7:00 P.M.**

**CALL TO ORDER – ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADOPTION OF THE AGENDA**

**REPORT ON CLOSED SESSION ACTION**

**SPECIAL RECOGNITIONS**

**Associated Student Body**

Aliso Niguel High School

Deni Christensen, *Principal*

Brian Brosamer, *Activities Director*

Audrey McKeon, *Associated Student Body President*

**Extra Miler**

Aliso Niguel High School Marching Band for earning their third consecutive Gold Medal at the Southern California School Band and Orchestra Association's Field Band Championships, under the direction of Band Director David Weinberg, Drum Majors Brennan Liu and Justin Ryoo, and Color Guard Captains Megan Long, Nadia Origenes and Lani Suyama.

**BOARD AND SUPERINTENDENT COMMENTS**

**ORAL COMMUNICATIONS (Non-Agenda Items)**

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

**PUBLIC HEARINGS**

1. **PUBLIC HEARING: CAPISTRANO UNIFIED EDUCATION ASSOCIATION'S INITIAL PROPOSAL FOR NEGOTIATIONS AND CAPISTRANO UNIFIED SCHOOL DISTRICT'S INITIAL PROPOSAL TO CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR 2019-2020 NEGOTIATIONS:**

The Board will conduct a Public Hearing on receiving the Capistrano Unified Education Association's (CUEA) and Capistrano Unified School District's initial proposals for negotiations for the 2019-2020 school year.



This Public Hearing is conducted to meet the sunshining requirements set forth in Government Code § 3547. Supporting documentation can be found on the District website at [www.capousd.org](http://www.capousd.org).

***CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.***  
***Contact: Tim Brooks, Associate Superintendent, Human Resource Services***

Staff Recommendation

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

**2. PUBLIC HEARING: OXFORD PREPARATORY ACADEMY CHARTER SCHOOL ADMISSIONS PREFERENCES:** Page 3  
**EXHIBIT 2**

A Public Hearing is scheduled before the Board of Trustees which necessitates this Board item. Oxford Preparatory Academy (OPA) charter school has presented a renewal petition for a Charter School within the District that includes admission preferences on page 108. Due to the size of the exhibit, the information can be viewed by clicking [here](#). Pursuant to changes made by Assembly Bill 1360, effective October 13, 2017, a charter school's petition must include admission policies and procedures. Additionally, any priority order for preferences in admission must be in a charter school's petition and have been approved by the authorizer at a public hearing per Education Code § 47605(d) (2) (B) (i). The admission preferences as outlined in consent agenda item 24 align to the OPA Charter Petition Renewal.

***CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.***

***Contact: Susan Holliday, Associate Superintendent, Education Services***

Staff Recommendation

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

**CONSENT CALENDAR**

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

**BUSINESS AND SUPPORT SERVICES**

**3. DONATION OF FUNDS AND EQUIPMENT:** Page 5  
**EXHIBIT 3**

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$286,506.88 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash have no financial impact on the budget. The District does not guarantee maintenance of items or the expenditure of any District funds for continued use.

***Contact: Clark Hampton, Deputy Superintendent, Business and Support Services***

**4. PURCHASE ORDERS, COMMERCIAL WARRANTS AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 9  
**EXHIBIT 4**

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process.

The purchase orders total \$1,968,415.82 and the commercial warrants total \$16,642,733.97. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board-approved warrants, by vendor, exceeding \$250,000.

**Contact:** *Clark Hampton, Deputy Superintendent, Business and Support Services*

- 5. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:** Page 109  
**EXHIBIT 5**

Approval of the District standardized Independent Contractor, Professional Services, Field Service and Master Contract agreements. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows 12 new agreements totaling \$330,767.88 and 7 amendments to existing agreements totaling \$20,000. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page [here](#).

**Contact:** *Clark Hampton, Deputy Superintendent, Business and Support Services*
- 6. AWARD BID NO. 1819-14, DANA HILLS HIGH SCHOOL KITCHEN MODERNIZATION – HAMEL CONTRACTING, INCORPORATED:** Page 316  
**EXHIBIT 6**

Approval of Award of Bid No. 1819-14, Dana Hills High School Kitchen Modernization to Hamel Contracting, Incorporated. Four bids were received and opened on March 14, 2019 and are listed on Exhibit A. The bidder offering the lowest base price was used to determine the lowest responsive bidder. Hamel Contracting, Incorporated is the lowest responsive, responsible bidder at \$708,008. This project will be funded by the cafeteria fund.

**Contact:** *Clark Hampton, Deputy Superintendent, Business and Support Services*
- 7. AWARD BID NO. 1819-17, PALISADES ELEMENTARY SCHOOL MODERNIZATION PROJECT – KEYSTONE BUILDERS, INCORPORATED:** Page 350  
**EXHIBIT 7**

Approval of Award of Bid No. 1819-17, Palisades Elementary School Modernization Project to Keystone Builders, Incorporated. Five bids were received and opened on March 21, 2019 and are listed on Exhibit A. The bidder offering the lowest base price was used to determine the lowest responsive bidder. Keystone Builders, Incorporated is the lowest responsive, responsible bidder at \$3,996,000. This project will be funded by CFD 98-1A and CFD 98-1B.

**Contact:** *Clark Hampton, Deputy Superintendent, Business and Support Services*
- 8. CHANGE ORDER NO. 2, RESOLUTION NO. 1718-28, ENERGY SERVICE CONTRACT – REC SOLAR PROJECT:** Page 387  
**EXHIBIT 8**

Approval of Change Order No. 2, Resolution. No. 1718-28 for the Energy Service Contract related to the District's request to help expedite the construction for the Districtwide solar installation projects at four sites: San Clemente High School, Dana Hills High School, Tesoro High School, and Aliso Niguel High School. The District asked the contractor to escalate the schedule and perform the foundation drill, column set and foundation pour at San Clemente High School. The accelerated schedule will help utilize the limited resources available in the industry at this time and ensure minimal impact to the summer school projects. This change order consists of additions, deletions, or other revisions now being presented to the Board for approval. All such changes in the work are performed under applicable conditions of the change in contract documents. The original contract sum was \$17,563,660. The new contract sum including Change Order No. 2 is \$18,248,768.51 funded by Clean Renewable Energy Bonds (CREBS). The financial implication related to Change Order No. 2 is \$12,528.25. With this change order, the project continues to remain under budget.

**Contact:** *Clark Hampton, Deputy Superintendent, Business and Support Services*

**9. FILING A NOTICE OF EXEMPTION FOR THE AMBUEHL ELEMENTARY SCHOOL MODERNIZATION PROJECT:**

Page 398  
**EXHIBIT 9**

Approval of the filing of a Notice of Exemption for the Ambuehl Elementary School Modernization in compliance with California Environmental Quality Act (CEQA) Guidelines § 15302. The Facilities Construction Department drafted a Supplemental Information attachment to the Notice of Exemption for the proposed Ambuehl Elementary School Modernization. The Supplemental Information lists the categorical exemptions related to this project in compliance with CEQA Guidelines § 15302 and § 15314. With the consent of the Board, CEQA requirements will be satisfied and District staff will move forward with the completion of the Notice of Exemption for the Ambuehl Elementary School Modernization. There is no financial impact.

**Contact:** *Clark Hampton, Deputy Superintendent, Business and Support Services*

**10. FILING A NOTICE OF EXEMPTION FOR THE PALISADES ELEMENTARY SCHOOL HEATING, VENTILATION, AND AIR CONDITIONING FOR MAIN BUILDINGS, RETAINING WALL REPAIR AND NEW PORTABLE PROJECT:**

Page 410  
**EXHIBIT 10**

Approval of the filing of a Notice of Exemption for the Palisades Elementary School Heating, Ventilation, and Air Conditioning (HVAC) for Main Buildings, Retaining Wall Repair and New Portable in compliance with California Environmental Quality Act (CEQA) Guidelines § 15302. The Facilities Construction Department drafted a Supplemental Information attachment to the Notice of Exemption for the proposed Palisades Elementary School HVAC for Main Buildings, Retaining Wall Repair and New Portable. The Supplemental Information lists the categorical exemptions related to this project in compliance with CEQA Guidelines § 15302 and § 15314. With the consent of the Board, CEQA requirements will be satisfied and District staff will move forward with the completion of the Notice of Exemption for the Palisades Elementary School HVAC for Main Buildings, Retaining Wall Repair and New Portable. There is no financial impact.

**Contact:** *Clark Hampton, Deputy Superintendent, Business and Support Services*

**11. STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT NOS. 4-18-23-0049A, 4-18-23-0049B, 4-18-51-0061A, 4-18-51-0061C, 4-18-56-0071A, 4-18-56-0071B, 4-18-84-0063A, and 4-18-84-0063B, NON-INFORMATION TECHNOLOGY GOODS AND SERVICES – VARIOUS VENDORS:**

Page 422  
**EXHIBIT 11**

Approval to utilize the State of California Multiple Award Schedule (CMAS) Contract Nos. 4-18-23-0049A, 4-18-23-0049B, 4-18-51-0061A, 4-18-51-0061C, 4-18-56-0071A, 4-18-56-0071B, 4-18-84-0063A, and 4-18-84-0063B, General Services Administration Schedule Nos. GS-30F-0018U, GS-30F-0008S, GS-06F-0049S, GS-06F-0035M, GS-07F-0009Y, GS-07F-5666R, GS-07F-9515S, and GS-07F-0377V and any subsequent revisions, amendments, and extensions awarded to various vendors and authorized resellers, for the purchase of non-information technology goods and services, as needed by the District. Specifically, the Maintenance and Operations department intends to utilize these contracts to procure various brands of heating, ventilation, and air conditioning (HVAC) systems, hardware, accessories, units, warranty, and incidental services. With the varied conditions of our schools and facilities, one brand is not applicable to all. Each CMAS contract covers a different brand of HVAC products. The District can utilize such contracts pursuant to California Public Contract Code §§ 10298, 10299, and 12100 et. seq. without going to bid. The prices offered by the contractors have been assessed to be fair, reasonable, and competitive. Staff determined it is in the best interest of the District to utilize the state contracts for the purchase of various brands of HVAC and incidental services. Due to the size of the contracts and award documentation, they are posted online on the District Board Agendas and Supporting Documentation page [here](#).

**Contact:** *Clark Hampton, Deputy Superintendent, Business and Support Services*

12. **STATE OF CALIFORNIA CONTRACT NO. 4-14-65-0028A, NON-INFORMATION TECHNOLOGY GOODS – ZOLL MEDICAL CORPORATION:** Page 425  
**EXHIBIT 12**  
Approval to utilize the State of California Multiple Award Schedule (CMAS) Contract No. 4-14-65-0028A, General Services Agreement Schedule No. V797D-40135, Non-Information Technology Goods and any subsequent revisions, amendments, and extensions awarded to Zoll Medical Corporation for the purchase of defibrillators, accessories, and replacement parts, as needed by the District. The District can utilize such contracts pursuant to California Public Contract Code §§ 10298, 10299, and 12100 et. seq. without going to bid. The prices offered by the contractors have been assessed to be fair, reasonable, and competitive. Recent enacted legislation requires all school districts with interscholastic athletic programs to have at least one automated external defibrillator (AED) for each school within the school district by July 1, 2019. District staff determined it is in the best interest of the District to utilize the state contract to purchase AED devices with associated training and warranty. The manufacturer of the AED device selected by District staff is only available through authorized distributors, whose documentation is posted along with the CMAS agreement. Due to the size of the contract and award documentation, it is posted online on the District Board Agendas and Supporting Documentation page [here](#).  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

### **CURRICULUM AND INSTRUCTION**

13. **AGREEMENT TO REFER STUDENTS TO ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR ALTERNATIVE COMMUNITY AND CORRECTIONAL EDUCATIONAL SCHOOLS AND SERVICES FOR JUNE, JULY AND AUGUST 2019:** Page 428  
**EXHIBIT 13**  
Approval of Agreement to Refer Students to Alternative Community and Correctional Educational Schools and Services for June, July and August 2019. Since July 2010, the Alternative Community and Correctional Educational Schools and Services (ACCESS) has provided District high school students the opportunity to remediate credit deficiencies during June, July and August. Each year the District must enter into an Agreement to refer students to ACCESS for services. This agreement allows ACCESS to enroll District students for the purpose of remediating high school credit deficiencies during the months of June, July and August. There is no financial impact.  
*Contact: Susan Holliday, Associate Superintendent, Education Services*
14. **AGREEMENT WITH ASSOCIATION FOR SUPERVISION AND CURRICULUM DEVELOPMENT TO PROVIDE PROFESSIONAL DEVELOPMENT TO TEACHERS AT HIDDEN HILLS ELEMENTARY SCHOOL FOR 2019-2020:** Page 431  
**EXHIBIT 14**  
Approval of Agreement with Association for Supervision and Curriculum Development (ASCD) will provide a variety of resources including professional learning services. Aida Allen is a consultant for ASCD who provides training and support in the Framework for Intentional and Targeted Teaching model. The model emphasizes the importance of effective and intentional planning, cultivating a positive learning environment, focused instruction, gradual release of responsibility, and effective use of assessment data. Teachers at Hidden Hills Elementary School would receive four days of professional development and job embedded coaching. The cost for the contract is \$22,000, funded by site Title I funds.  
*Contact: Susan Holliday, Associate Superintendent, Education Services*
15. **SECOND READING – BOARD POLICY 5145.13, IMMIGRATION ENFORCEMENT:** Page 439  
**EXHIBIT 15**  
Approval of the proposed new Board Policy 5145.13, *Immigration Enforcement*, will align the District to recent changes in law. Assembly Bill 699, signed into law in October 2017, expressly added “immigration status” as a specified protected characteristic for purposes of anti-discrimination and equal protection laws in schools.

This policy also reflects current California School Board Association's sample language. Legal counsel has reviewed the policy. There is no financial impact.

**Contact:** *Susan Holliday, Associate Superintendent, Education Services*

16. **BROADENING THE COURSE OF STUDY – NEW CAREER TECHNICAL EDUCATION COURSE, EXPLORATION OF CHILD AND ADOLESCENT LITERATURE:** Approval of Broadening the Course of Study: New Career Technical Education Course, Exploration of Child and Adolescent Literature. The following high school course is proposed for the 2019-2020 course catalog in accordance with Board Policy 6143, *Courses of Study*: Exploration of Child and Adolescent Literature. Upon approval, the course will be offered in the 2019-2020 school year. There is no financial impact.  
**Contact:** *Susan Holliday, Associate Superintendent, Education Services* Page 441  
**EXHIBIT 16**
17. **BROADENING THE COURSE OF STUDY – NEW CAREER TECHNICAL EDUCATION COURSE, FORENSIC PSYCHOLOGY:** Approval of Broadening the Course of Study: New Career Technical Education Course, Forensic Psychology. The following high school course is proposed for the 2019-2020 course catalog in accordance with Board Policy 6143, *Courses of Study*: Forensic Psychology. Upon approval, the course will be offered in the 2019-2020 school year. There is no financial impact.  
**Contact:** *Susan Holliday, Associate Superintendent, Education Services* Page 454  
**EXHIBIT 17**
18. **BROADENING THE COURSE OF STUDY – NEW SECONDARY COURSE, INTERNATIONAL BACCALAUREATE FILM STUDIES HIGHER LEVEL:** Approval of Broadening the Course of Study: New Secondary Course, International Baccalaureate (IB) Film Studies Higher Level. The following high school course is proposed for the 2019-2020 course catalog in accordance with Board Policy 6143, *Courses of Study*: IB Film Studies Higher Level. This course does not have a prerequisite and it will be available to students in grades 11 and 12. Upon approval, the course will be offered in the 2019-2020 school year. There is no financial impact.  
**Contact:** *Susan Holliday, Associate Superintendent, Education Services* Page 471  
**EXHIBIT 18**
19. **BROADENING THE COURSE OF STUDY – NEW SECONDARY COURSE, INTERNATIONAL BACCALAUREATE GLOBAL POLITICS HIGHER LEVEL:** Approval of Broadening the Course of Study: New Secondary Course, International Baccalaureate (IB) Global Politics Higher Level. The following high school course is proposed for the 2019-2020 course catalog in accordance with Board Policy 6143, *Courses of Study*: International Baccalaureate (IB) Global Politics Higher Level. This course will be available to students in grade 12. The prerequisite for this course is successful completion of IB American History. Upon approval, the course will be offered in the 2019-2020 school year. There is no financial impact.  
**Contact:** *Susan Holliday, Associate Superintendent, Education Services* Page 477  
**EXHIBIT 19**
20. **BROADENING THE COURSE OF STUDY – NEW CAREER TECHNICAL EDUCATION COURSE, INTRO TO BUSINESS:** Approval of Broadening the Course of Study: New Career Technical Education Course, Intro to Business. The following high school course is proposed for the 2019-2020 course catalog in accordance with Board Policy 6143, *Courses of Study*: Intro to Business. Upon approval, the course will be offered in the 2019-2020 school year. There is no financial impact.  
**Contact:** *Susan Holliday, Associate Superintendent, Education Services* Page 483  
**EXHIBIT 20**

- 21. MEMORANDUM OF UNDERSTANDING WITH COMMUNITY ROOTS ACADEMY:** Page 494  
**EXHIBIT 21**  
Approval of Memorandum of Understanding (MOU) with Community Roots Academy (CRA). The District's Board of Trustees (Board) approved CRA's charter renewal March 26, 2014. The District's Board approved a second renewal on March 27, 2019 for a five-year term, commencing July 1, 2019, subject to CRA's agreement to enter into an MOU addressing the conditions set forth in Resolution No. 1819-38, approved on March 27, 2019. The District and CRA agree the charter renewal petition shall be deemed approved as modified by the MOU. The terms of the MOU are intended by both the District and CRA to become part of the approved charter.  
*Contact: Susan Holliday, Associate Superintendent, Education Services*
- 22. ADDENDUM TO THE AGREEMENT FOR AN ADDITIONAL SCHOOL PARTICIPATING IN INSIDE THE OUTDOORS FIELD PROGRAMS, AGREEMENT NUMBER F11029-7:** Page 500  
**EXHIBIT 22**  
Approval of Addendum to the Agreement for an Additional School Participating in Inside the Outdoors Field Programs, Agreement Number F11029-7. District schools routinely participate in the Orange County Department of Education's outdoor science school/field trip programs and "Traveling Scientist" programs and assemblies. An additional site has expressed interest in the Field Program for the 2018-2019 school year, which will allow students to move out of the classroom and into the real world of science and social science. Each program is designed to support the curriculum for each grade level. The estimated expenditure under this contract addendum is \$603.50, funded by site and/or gift funds.  
*Contact: Susan Holliday, Associate Superintendent, Education Services*
- 23. ADDENDUMS TO THE AGREEMENT FOR ADDITIONAL SCHOOLS PARTICIPATING IN THE INSIDE THE OUTDOORS SCHOOL PROGRAM, AGREEMENT NUMBERS S11046-15 AND S11046-16:** Page 503  
**EXHIBIT 23**  
Approval of Addendums to the Agreement for Additional Schools Participating in the Inside the Outdoors School Program, Agreement Numbers S11046-15 and S11046-16. District schools routinely participate in the Orange County Department of Education's outdoor science school/field trip programs and "Traveling Scientist" programs and assemblies. Two additional sites have expressed interest in the "Traveling Scientist" Program for the 2018-2019 school year, which will provide school assemblies by traveling naturalists on various science topics. The estimated expenditure under these contract addendums is \$2,043, funded by grants and site and/or gift funds from each participating school site.  
*Contact: Susan Holliday, Associate Superintendent, Education Services*
- 24. OXFORD PREPARATORY CHARTER SCHOOL ADMISSIONS PREFERENCES:** Page 509  
**EXHIBIT 24**  
Approval of the admissions preferences identified in Oxford Preparatory Academy Charter School's (OPA) Charter Petition Renewal in the following priority order 1) Children of OPA staff\* residing within the District (combined with 4, this will not exceed 10 percent of total enrollment); 2) Siblings of students admitted to or attending the Charter School residing within the District; 3) Children residing within the District; 4) Children of OPA staff\* residing outside of the District (combined with 1, this will not exceed 10 percent of total enrollment); 5) Siblings of students admitted to or attending the Charter School residing outside of the District; and 6) All other applicants. Pursuant to changes made by Assembly Bill 1360, effective October 13, 2017, a charter school's petition must include admission policies and procedures. Additionally, any priority order for preferences in admission must be in a charter school's petition and have been approved by the authorizer at a public hearing per Education Code § 47605 (d) (2) (B) (i). The admissions preferences provided in the exhibit align to the OPA Charter Renewal Petition.

*\*OPA staff is defined as current employees of OPA at the time of the lottery, who work 0.75 Full Time Equivalent (30 hours per week) or greater.*

*Contact: Susan Holliday, Associate Superintendent, Education Services*

25. **AGREEMENT WITH OPPORTUNITIES FOR LEARNING TO OFFER SUMMER SCHOOL PROGRAMS TO DISTRICT STUDENTS:** Page 512  
**EXHIBIT 25**  
Approval of Agreement with Opportunities for Learning to offer summer school programs to District students, from July 1, 2019 to July 26, 2019. This agreement will enable an expansion of the current District high school summer school program. Courses will include Geometry and Health for acceleration purposes, a summer Algebra remediation program, World Language courses and non-University of California a-g options for students in Math. Programs will be expanded to additional high school campuses opening greater accessibility to students. There is no financial impact.  
*Contact: Susan Holliday, Associate Superintendent, Education Services*
26. **AGREEMENT FOR PARTICIPATION WITH THE YMCA OF ORANGE COUNTY LAGUNA NIGUEL, TO PROVIDE A PHYSICAL EDUCATION NOONTIME SPORTS PROGRAM FOR STUDENTS AT DEL OBISPO ELEMENTARY SCHOOL 2018-2019:** Page 531  
**EXHIBIT 26**  
Approval of the Ratification of Agreement for Participation with the YMCA of Orange County Laguna Niguel, to Provide a Physical Education (P.E.) Noontime Sports Program for Students at Del Obispo Elementary School. This program would provide students with organized sports during lunch/recess time two or three times per week, for approximately two hours per day. Other District schools have successfully partnered with the YMCA to provide lunchtime P.E. instruction to students. Del Obispo Elementary School would like to utilize this program. The estimated expenditure under this contract is \$2,700, funded by the Del Obispo Foundation.  
*Contact: Susan Holliday, Associate Superintendent, Education Services*
27. **MEMORANDUM OF UNDERSTANDING WITH LAGUNA BEACH UNIFIED SCHOOL DISTRICT:** Page 539  
**EXHIBIT 27**  
Approval of the ratification of the Memorandum of Understanding (MOU) with Laguna Beach Unified School District (LBUSD) for the purpose of implementing special education services and programs to students referred by their Individual Education Program team. This MOU was approved at the December 12, 2018 Board meeting. The MOU originally provided to Trustees needed to be further revised and updated to reflect the hourly rate of the program cost listed in Exhibit A of the MOU. This agreement will allow the District to provide Adult Transition Program services to students whose current residence is within LBUSD boundaries. Services will include access to local community supports and independent living. The District will provide oversight of the program and collaborate in decisions related to educational services. There is no financial impact.  
*Contact: Gregory Merwin, Associate Superintendent, Student Support Services*
28. **RESOLUTION NO: 1819-40, APPROVAL FOR LICENSING CANYON VISTA ELEMENTARY SCHOOL AS A PRESCHOOL CHILD CARE CENTER:** Page 546  
**EXHIBIT 28**  
Approval of Resolution No. 1819-40, *Approval for Licensing Canyon Vista Elementary School as a Preschool Child Care Center*. The Community Care Licensing Division issues a state license for a Preschool Child Care Center upon request. This resolution would affirm the addition of a preschool program at Canyon Vista Elementary School beginning with the 2019-2020 school year and beyond.  
*Contact: Gregory Merwin, Associate Superintendent, Student Support Services*

## **HUMAN RESOURCE SERVICES**

- 29. CALIFORNIA STATE UNIVERSITY, FULLERTON FALL 2018 MASTER TEACHER HONORARIUM GROUP 2:** Page 549  
**EXHIBIT 29**  
Approval of payment of honorarium to a District Master Teacher who supported a California State University, Fullerton (CSUF) Student Teacher during the Fall 2018 semester. Current university agreements specify that institutions pay Master Teachers a nominal payment for their supervision and support of Student Teachers. CSUF has agreed to reimburse the District for the cost of these Master Teacher payments. The compensation amounts vary to the nature of the assignments.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
- 30. AUTHORIZATION OF COACHES TO PROVIDE SECOND SEMESTER PHYSICAL EDUCATION CREDIT:** Page 552  
**EXHIBIT 30**  
Approval of teachers who are credentialed in subjects other than Physical Education (P.E.) to provide P.E. credit to students in that respective sport. Districts may assign a teacher with a credential in a subject area other than P.E. to coach a competitive sport and award P.E. credit to students. State law requires that such teachers be full-time employees of a district who have completed a minimum of 20 hours of first-aid instruction, and have been approved by the Board of Trustees. It has been determined all teachers who do not hold a physical education credential, but are assigned coaching activities for which such credit is given, are full-time employees of the District, and have completed cardiopulmonary resuscitation, first-aid instruction and concussion training. There is no financial impact.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
- 31. LICENSE AGREEMENT – SOKA UNIVERSITY OF AMERICA:** Page 555  
**EXHIBIT 31**  
Approval of License Agreement with Soka University of America to rent Soka Performing Arts Center for the 2019 Teacher of the Year event. Expenditures under this agreement are not-to-exceed \$5,000 funded by the general fund, and offset by the sale of tickets through the Parent Teacher Association.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*  
*Contact: Ryan Burris, Chief Communications Officer*
- 32. RESOLUTION NO. 1819-41, REDUCTION OR ELIMINATION OF CERTAIN CLASSIFIED SERVICES:** Page 568  
**EXHIBIT 32**  
Approval of Resolution No. 1819-41, *Reduction or Elimination of Certain Classified Services* for the 2019-2020 school year.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
- 33. RESIGNATIONS/RETIREMENTS/EMPLOYMENT - CERTIFICATED EMPLOYEES:** Page 573  
**EXHIBIT 33**  
Approval of the activity list for employment, separation and additional assignments of certificated employees. These positions will be charged to the appropriate fund and are included in the adopted budget.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
- 34. RESIGNATIONS/RETIREMENTS/EMPLOYMENT - CLASSIFIED EMPLOYEES:** Page 602  
**EXHIBIT 34**  
Approval of the activity list for employment, separation and additional assignments of classified employees. These positions will be charged to the appropriate fund and are included in the adopted budget.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*



## **GENERAL FUNCTIONS**

**35. SCHOOL BOARD MINUTES:**

Approval of the March 27, 2019 Special Board Meeting minutes.

*Contact: Colleen Hayes, Manager II, Superintendent's Office*

Page 625

**EXHIBIT 35**

**36. SCHOOL BOARD MINUTES:**

Approval of the March 29, 2019 Special Board Meeting minutes.

*Contact: Colleen Hayes, Manager II, Superintendent's Office*

Page 629

**EXHIBIT 36**

## **DISCUSSION/ACTION ITEMS**

**37. SECOND READING - BOARD POLICY 5153 QUESTIONING:**

The proposed revisions to Board Policy 5153, *Questioning*, bring language in alignment with current law. The proposed policy is modeled after the California School Boards Association's model policy. It eliminated repetitive language and directives based on codes that are no longer active. Legal counsel has reviewed the policy. Staff have also included the Trustee recommended changes from the first reading at the March 13, 2019 Board meeting. Changes are underlined; deletions are struck through. There is no financial impact.

*CUSD WIG 1: Teaching and Learning - Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.*

*Contact: Susan Holliday, Associate Superintendent, Education Services*

**DISCUSSION/**

**ACTION**

Page 631

**EXHIBIT 37**

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Associate Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Board Policy 5153, *Questioning*.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**38. RESOLUTION NO. 1819-39, FUNDING FOR CHILDREN WITH DISABILITIES:**

Special education is a federal and state mandated education program entitling children with disabilities to receive a free appropriate public education. California's funding formula, Assembly Bill (AB) 602 does not adequately or equitably provide the necessary funding to pay for the increasing costs of providing educational services to students with disabilities. The Board is asked to consider Resolution No. 1819-39, Funding for Children with Disabilities urging Governor Gavin Newsom and the California State Legislature to support and fund AB 428 (Medina).

*CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.*

*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

**DISCUSSION/**

**ACTION**

Page 638

**EXHIBIT 38**

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1819-39, Funding for Children with Disabilities.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**39. BOARD ACTION TO ADOPT DISTRICT'S INITIAL PROPOSAL TO CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR 2019-2020 NEGOTIATIONS:**

**DISCUSSION/  
ACTION**  
Page 641  
**EXHIBIT 39**

The Board will consider the Capistrano Unified School District's initial proposal to Capistrano Unified Education Association (CUEA) for 2019-2020 reopener negotiations. As required by Government Code § 3547, after the public has had the opportunity to express itself on the initial proposals, the Board shall approve its initial proposal.  
***CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.***  
***Contact: Tim Brooks, Associate Superintendent, Human Resource Services***

Staff Recommendation

It is recommended the Board President recognize, Tim Brooks, Associate Superintendent, Human Resource Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the District's initial proposal to CUEA for 2019-2020 negotiations.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**ADJOURNMENT**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS  
WEDNESDAY, MAY 22, 2019, 7:00 P.M.  
AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM  
33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

[www.capousd.org](http://www.capousd.org)

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

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

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

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

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

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

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

Members of the public shall have an opportunity to address the Board regarding items on the agenda to be considered during Closed Session prior to the Board adjourning the meeting to Closed Session. Individual presentations are limited to a maximum of three minutes; however, the time assigned for individual presentations could be fewer than three minutes depending upon the total number of speakers who wish to address a specific agenda topic.

**ORAL COMMUNICATIONS (Non-Agenda Items):** Regular, scheduled meetings of the Board shall have a portion of each meeting devoted to Oral Communications. Oral Communications, will take place following Special Recognitions. The total time for the Oral Communications portion of regular meetings shall be twenty minutes. Individual presentations are limited to a maximum of three minutes per individual but could be less if there are a large number of Oral Communication speakers. Legally, the Board may not take action on items raised by speakers under Oral Communications. The Board may, however, at its discretion, refer items to the administration for follow-up or place topics on a future Board agenda.

**ORAL COMMUNICATIONS (Agenda Items):** Members of the public shall also have an opportunity to address the Board on Open Session agenda items before their consideration by the Board. Individual presentations for the Consent Calendar are limited to a maximum of five minutes for all Consent Calendar items. Individual presentations for Discussion/Action agenda items are limited to a maximum of three minutes however; the time assigned for individual presentations could be fewer than three minutes depending upon the total number of speakers, who wish to address a specific agenda topic. The total time for presentations shall be limited to twenty minutes per agenda topic, unless the Board grants additional time. The Board shall hear all presentations after any staff comments but prior to the formal discussion by Board members of the agenda topic under consideration.

Once an agenda item has been opened for public comment, no additional "Request to Address the Board of Trustees" cards shall be accepted for that topic unless otherwise approved by the Board. When addressing a specific item on the agenda, the Board may vote to allow additional public speaker time for an individual Discussion/Action item.

**PUBLIC HEARINGS:** Any time the Board schedules a separate public hearing on a given topic, it shall not hear speakers on that topic before the public hearing, except as to the scheduling of the hearing, nor shall it hear speakers after the hearing, except as to changes in the recommended action at the time of the hearing.

#### REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

April 25, 2019

**PUBLIC HEARING: CAPISTRANO UNIFIED EDUCATION ASSOCIATION'S INITIAL PROPOSAL FOR NEGOTIATIONS AND CAPISTRANO UNIFIED SCHOOL DISTRICT'S INITIAL PROPOSAL TO CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR 2019-2020 NEGOTIATIONS:**

The Board will conduct a Public Hearing on receiving the Capistrano Unified Education Association's (CUEA) and Capistrano Unified School District's initial proposals for negotiations for the 2019-2020 school year. This Public Hearing is conducted to meet the sunshining requirements set forth in Government Code § 3547. Supporting documentation can be found on the District website at [www.capousd.org](http://www.capousd.org)

# CAPISTRANO UNIFIED SCHOOL DISTRICT

## NOTICE OF PUBLIC HEARING

The Capistrano Unified School District Board of Trustees hereby gives notice that a Public Hearing will be held as follows:

### TOPIC OF HEARING

During the Board meeting of April 25, 2019, the Capistrano Unified School District Board of Trustees will hold a hearing to accept comments from members of the public on proposals for negotiations from Capistrano Unified School District (CUSD) and California Unified Education Association (CUEA). Supporting documentation information can be found on the District website at [www.capousd.org](http://www.capousd.org).

**HEARING DATE:** April 25, 2019  
**TIME:** 7:00 p.m.  
**LOCATION:** CUSD Education Center  
33122 Valle Road  
San Juan Capistrano, CA  
949-234-9200

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

April 25, 2019

**PUBLIC HEARING: OXFORD PREPARATORY ACADEMY CHARTER SCHOOL  
ADMISSIONS PREFERENCES:**

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Oxford Preparatory Academy's (OPA) Charter School Renewal Petition may be inspected at 33122 Valle Road, San Juan Capistrano, CA 92675 until April 25, 2019, between the hours of 8:30 a.m. and 4:30 p.m.

OPA charter school has presented a renewal petition for a Charter School within the District that includes admission preferences on page 108. Due to the size of the exhibit, the information can be viewed by clicking [here](#).

The details of this item can be found within the Consent Agenda under item 24.

# CAPISTRANO UNIFIED SCHOOL DISTRICT

## NOTICE OF PUBLIC HEARING

The Capistrano Unified School District Board of Trustees hereby gives notice that a Public Hearing will be held as follows:

### TOPIC OF HEARING

During the Board meeting of April 25, 2019, the Capistrano Unified School District Board of Trustees will hold a hearing to accept comments from members of the public on the admissions preferences identified in the Oxford Preparatory Academy Charter School Renewal Petition on page 108. Copies of Oxford Preparatory Academy's Charter School Renewal Petition may be inspected at 33122 Valle Road, San Juan Capistrano, CA 92675 until April 25, 2019, between the hours of 8:30 a.m. and 4:30 p.m.

**HEARING DATE:** April 25, 2019  
**TIME:** 7:00 p.m.  
**LOCATION:** CUSD Education Center  
33122 Valle Road  
San Juan Capistrano, CA  
949-234-9200

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Prepared by: Philippa Townsend, Assistant Superintendent, Fiscal Services

Date: April 25, 2019

Board Item: Donation of Funds and Equipment

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**HISTORY**

Historically the District has allowed parents, businesses and community members to make monetary or non-monetary donations to the school or department of their choice. These donations may be designated by the donor for specific purposes or can be donated for school/department use as needed. The District retains discretion over whether or not to accept any gifts. The District makes no commitment to repairing and maintaining donated items.

**BACKGROUND INFORMATION**

Donations are typically received at school sites where the office staff fills out a 'Donation of Funds' form and sends it to the Fiscal Services Department. Fiscal Services Staff review the donation form to determine if there are any issues of safety or other reasons why the gift(s) should not be accepted. The donation information is submitted to the Board of Trustees for approval at the next Board Meeting. After Board approval a thank you letter is sent to the donor.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of the attached list of donations.

**FINANCIAL IMPLICATIONS**

The financial Implications of this agenda item are presented in the attached documents.

**DATA or OTHER INFORMATION**

In an average year monetary donations total around \$3.5 million to \$4 million.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the attached Donation of Funds listing.

**PREPARED BY:** Philippa Townsend, Assistant Superintendent, Fiscal Services

**APPROVED BY:** Clark Hampton, Deputy Superintendent, Business and Support Services



Donation of Funds  
April 25, 2019

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Adult Transition Program	\$620.50	Instructional Materials	Adult Transition Program
Aliso Niguel High School PTSA	\$3,000.00	Shade Umbrellas	Aliso Niguel High School
Robert & Chris Horine	\$500.00	Supplies	Aliso Niguel High School
YourCause, LLC	\$30.00	School Use as Needed	Aliso Niguel High School
City of Laguna Niguel	\$3,096.81	Homework Club	Aliso Niguel High School
Boston Private	\$350.00	Teacher Supplies	Aliso Niguel High School
Edwards LifeSciences Foundation	\$410.00	Teacher Supplies	Aliso Niguel High School
Aliso Viejo Community Foundation	\$1,000.00	Instructional Materials	Aliso Viejo Middle School
Bathgate Elementary School Foundation	\$2,193.75	Field Trip Transportation	Bathgate Elementary School
Canyon Vista Elementary School PTA	\$30,000.00	Outdoor Science Camp	Canyon Vista Elementary School
Canyon Vista Elementary School PTA	\$426.70	Radios and Batteries	Canyon Vista Elementary School
Pacific Life Foundation	\$5,000.00	Classroom Materials and Supplies	Capistrano Valley High School
The Huffman Group, LLC	\$150.00	School Use as Needed	Castille Elementary School
Chaparral Elementary School PTA	\$35,870.74	Instructional Aides and Librarian Salaries	Chaparral Elementary School
Pacific Life Foundation	\$5,500.00	Technology	Chaparral Elementary School
Clarence Lobo Elementary School PTA	\$966.00	Field Trips	Clarence Lobo Elementary School
Concordia Elementary School PTA	\$3,395.00	Outdoor Science Camp	Concordia Elementary School
Del Obispo Elementary School Foundation	\$634.00	Perfecta/VariQuest Laminator	Del Obispo Elementary School
City of Aliso Viejo	\$2,500.00	After School Program	Don Juan Avila Middle School
George White Elementary School PTA	\$6,964.11	Meet the Masters Program	George White Elementary School
John S. Malcom Elementary School PTA	\$550.00	Field Trip Transportation	John S. Malcom Elementary School
Mr. & Mrs. D. Weber	\$500.00	Classroom Supplies	John S. Malcom Elementary School
HPI Plumbing, Inc.	\$570.00	Materials and Supplies	John S. Malcom Elementary School
Pacific Life Foundation	\$3,500.00	School use as Needed	John S. Malcom Elementary School
Ladera Ranch Education Foundation	\$35,695.00	Outdoor Science Camp	Ladera Ranch Elementary School

Donation of Funds  
April 25, 2019

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Image Church	\$1,000.00	School Use as Needed	Ladera Ranch Elementary School
Pacific Life Foundation	\$5,500.00	Technology	Ladera Ranch Middle School
Ladera Ranch Education Foundation	\$250.00	Substitute Coverage	Ladera Ranch Middle School
Las Flores Elementary School PTA	\$170.00	2nd Grade Field Trip	Las Flores Elementary School
Las Flores Elementary School PTA	\$630.00	1st Grade Field Trip	Las Flores Elementary School
Pacific Life Foundation	\$3,000.00	Classroom Sound System	Marco Forster Middle School
Marian Bergeson Elementary School Foundation	\$903.00	Field Trip	Marian Bergeson Elementary School
Marian Bergeson Elementary School Foundation	\$1,240.00	Field Trip	Marian Bergeson Elementary School
Marian Bergeson Elementary School PTA	\$2,381.00	Meet the Masters Program	Marian Bergeson Elementary School
Dima Hilal	\$15,000.00	Instructional Aides Salary	Moulton Elementary School
Niguel Hills Middle School PTSA	\$1,370.20	Water Bottle Filling Station	Niguel Hills Middle School
Palisades Elementary Education Foundation	\$1,437.35	Chromebooks	Palisades Elementary School
Palisades Elementary School PTA	\$1,290.56	Chrome Cart	Palisades Elementary School
Palisades Elementary School PTA	\$20,468.90	Outdoor Science Camp	Palisades Elementary School
South Coast Water District	\$5,000.00	Water Bottle Filling Station	Palisades Elementary School
RH Dana Elementary School PTA	\$550.00	Razzle Bam Boom Assembly	RH Dana Elementary School
RH Dana Elementary School PTA	\$3,000.00	5th Grade Field Trip	RH Dana Elementary School
RH Dana Elementary School PTA	\$605.00	1st Grade Field Trip	RH Dana Elementary School
Pacific Life Foundation	\$5,000.00	Chromebooks	San Juan Hills High School
Pacific Marine Mammal Center	\$495.00	Field Trip Transportation	San Juan Elementary School
Stallion Booster Club, Inc.	\$1,500.00	Flagpole	San Juan Hills High School
San Juan Hills High School PTA	\$1,500.00	Classroom Supplies	San Juan Hills High School
Simon Youth Foundation	\$1,740.67	School Use as Needed	Serra High School
Education for the Children	\$134.68	Instructional Materials	Tesoro High School
Edwards LifeSciences Foundation	\$135.00	School Use as Needed	Tijeras Creek Elementary School

Donation of Funds  
April 25, 2019

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Teamsters Local Union No. 952	\$500.00	Supplies for Bus Driver Appreciation Day	Transportation
SchoolsFirst Federal Credit Union	\$500.00	Supplies for Bus Driver Appreciation Day	Transportation
Viejo Elementary School PTA	\$25,000.00	Instructional Aide Salaries	Viejo Elementary School
Viejo Elementary School PTA	\$500.00	Supplies	Viejo Elementary School
Viejo Elementary School PTA	\$660.00	Field Trip Transportation	Viejo Elementary School
Viejo Elementary School PTA	\$1,127.50	Field Trip Transportation	Viejo Elementary School
Viejo Elementary School PTA	\$412.50	Field Trip Transportation	Viejo Elementary School
MAKO Education Foundation	\$26,454.85	Chromebooks	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$9,576.35	Field Trip Transportation	Vista del Mar Elementary School
MAKO Education Foundation	\$2,865.00	Safety Blinds	Vista del Mar Elementary School
Wagon Wheel Elementary School PTA	\$18.71	School Supplies	Wagon Wheel Elementary School
Ying Wang	\$1,000.00	Instructional Materials	Wagon Wheel Elementary School
YourCause, LLC	\$168.00	Instructional Materials	Wagon Wheel Elementary School

\$286,506.88

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Prepared by: Philippa Townsend, Assistant Superintendent, Fiscal Services

Prepared by: Lynh Rust, Executive Director, Contracts and Purchasing

Date: April 25, 2019

Board Item: Purchase Orders, Commercial Warrants and Previously Board-Approved Bids and Contracts

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### **HISTORY**

Pursuant to Resolution No. 1112-12 *Delegation of Authority* approved by the Board of Trustees on September 12, 2011, the Board delegated authority to the Deputy Superintendent, Business and Support Services, Executive Director, Fiscal Services, and Director, Purchasing, the authority to sign and execute all contracts and purchase orders. A previous Board Member requested that staff provide a listing of Board approved warrants for each vendor with a total payment exceeding \$250,000 per fiscal year. That listing is included in this report.

### **BACKGROUND INFORMATION**

Requests for issuance of all warrants are submitted to the County Superintendent of Schools, Business Services Division, for review and preparation. Warrants are then returned to the District Fiscal Services Office and submitted to the Board of Trustees for approval.

In May 2017, the District transitioned from Quintessential School Systems (QSS) as the business system for generating purchase orders (PO), commercial warrants and related reports to the OCDE-supported BusinessPlus software system. Beginning in fiscal year 2017-2018, POs are issued in BusinessPlus. The PO report is separated by individual funds, such as the general fund (01), Food and Nutrition fund (13), various capital facilities funds (25, 35, 40, etc.). The PO number indicates the fiscal year, the District ledger number, type of PO and number. POs indicating an "A" are associated with agreements, "P" are standard POs, "X" are purchases made through District-issued Cal-Cards, and "R" are rollover POs, spanning two or more fiscal years. An example of a "R" PO is a facilities project that was started in fiscal year 2017-2018, but will not be completed until Fiscal Year 2018-2019.

### **CURRENT CONSIDERATIONS**

Under Education Code § 17605, all transactions entered into by the officer or employee delegated authority shall be reviewed by the governing board every 60 days. This agenda item requests Board approval and/or ratification of the attached list of purchase orders and commercial warrants.

### **FINANCIAL IMPLICATIONS**

The expenditures related to the listed purchase orders, commercial warrants, and previously approved bids and contracts were previously authorized as part of the District's budget approval process.

### **OTHER INFORMATION**

The QSS-generated reports slightly differ in format than the BusinessPlus reports; however, the new BusinessPlus reports organize the purchase orders by specific fund.

### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees adopt, approve and ratify the attached purchase order and warrant listing.

**PREPARED BY:** Philippa Townsend, Assistant Superintendent, Fiscal Services

**PREPARED BY:** Lynh Rust, Executive Director, Contracts and Purchasing

**APPROVED BY:** Clark Hampton, Deputy Superintendent, Business and Support Services

# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 04/25/2019

FROM 02/19/2019 TO 03/18/2019

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
M68A0336	GOODWILL INDUSTRIES OF ORANGE	100,000.00	100,000.00	0165000086 5110	General-Spec Ed-Aid:Inst / Subagreement Instruc Consult
M68A0360	STRATEGIES FOR SUCCESS	7,987.00	7,987.00	0130100263 5800	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
M68A0362	NRICH EDUCATIONAL CONSULTING I	9,407.00	9,407.00	0140350070 5800	General-Title II-Instrctn / PROF/CONS SERV & OPER
M68A0363	RITE-WAY ROOF CORPORATION	31,905.00	31,905.00	0181500106 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68A0364	PARENT INSTITUTE	7,800.00	7,800.00	0130100097 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
M68A0365	EXCEPTIONAL EDUCATIONAL SVCS	1,500.00	1,500.00	0165000018 5815	General-Spec Ed-StDev In / Consulting Services: Non-Instr
M68A0366	CLARKE, SHANNON	2,000.00	2,000.00	0130100301 5800	General-Title I:Priv School / PROF/CONS SERV & OPER
M68A0369	NEW HAVEN YOUTH & FAMILY	16,575.00	10,531.00	0165000092 5102	General-Spec Ed-NPS / Subagreement NPS
			6,044.00	0165000092 5802	General-Spec Ed-NPS / Non-Public Schools
M68A0370	NEW HAVEN YOUTH & FAMILY	10,962.00	10,962.00	0165000092 5802	General-Spec Ed-NPS / Non-Public Schools
M68A0371	WERTHEIMER-GALE & ASSOCIATES	390.00	390.00	0165000130 5801	General-Spec Ed-NPA Hlth / Non-Public Agency
M68A0372	OCEANVIEW SCHOOL	32,253.75	7,254.75	0165000092 5102	General-Spec Ed-NPS / Subagreement NPS
			24,999.00	0165000092 5802	General-Spec Ed-NPS / Non-Public Schools
M68A0374	THE KING'S DAUGHTERS' SCHOOL	42,000.00	5,203.50	0165000092 5103	General-Spec Ed-NPS / Subagreement RTC
			24,999.00	0165000092 5803	General-Spec Ed-NPS / Residential Treatment Center
			5,898.75	0165120028 5104	General-SEMNTLHL-NPS / Subagreement Mental Health B&C
			5,898.75	0165120038 5104	General-SEMNTLHL-PsychSer / Subagreement Mental Health B&C
M68A0375	COLLEGE ESSAY GUY LLC	450.00	450.00	0141270007 5810	General-TitleIV: Well/ Consulting Services
M68A0377	HAYA SAKADJIAN	3,000.00	3,000.00	0130100301 5800	General-Title I:Priv School / PROF/CONS SERV & OPER
M68P3827	MERIT BUILDING SPECIALTIES	19,295.59	19,295.59	0181500056 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
M68P3863	J.L. COBB PAINTING	9,600.00	9,600.00	0181500100 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P3892	RANCHO MISSION VIEJO LAND	1,230.00	1,230.00	0104000317 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P3895	CAROLINA BIOLOGICAL SUPPLY CO.	274.46	274.46	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68P3898	GRANLIBAKKEN	895.00	895.00	0130100089 5215	General-Title I-Instrctn / Conference : Instructional
M68P3905	ASLAMYAR, MINA NAWABI AND/OR S	22,001.31	22,001.31	0133150042 5802	General / Non-Public Schools
M68P3909	CALIFORNIA WEEKLY EXPLORER INC	1,440.00	1,440.00	0104000303 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P3910	IRVINE RANCH OUTDOOR ED CENTER	30,000.00	30,000.00	0104000385 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P3915	SCHOOL HEALTH CORPORATION	25.30	25.30	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P3916	DAVE BANG ASSOCIATES INC	14,503.57	14,503.57	0181500071 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P3917	J&J ENVIRONMENTAL CONSTRUCTION	1,925.00	1,925.00	0181500118 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P3921	5M CONTRACTING INC	14,542.00	3,362.00	0181500020 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
			11,180.00	0181500020 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other

# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 04/25/2019

FROM 02/19/2019 TO 03/18/2019

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
M68P3922	ACADEMIC LEARNING COMPANY DBA	149.10	149.10	0130100094	4300 General-Title I-Instrctn / MATERIALS & SUPPLIES
M68P3924	RITE-WAY ROOF CORPORATION	3,610.00	3,610.00	0181500123	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P3925	TRAK ENGINEERING INC	556.00	183.48	0172300014	4600 General-H-S Trns-PuplTran / Pupil Transportation
			189.04	0172400010	4600 General-SpEdTran-PuplTran / Pupil Transportation
			183.48	0181500202	4500 General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
M68P3926	HD SUPPLY FACILITIES MAINTENAN	1,134.61	1,134.61	0181500009	4500 General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
M68P3927	BRITISH PERFORMANCE INC.	4,014.76	121.76	0181500009	4500 General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
			3,893.00	0181500009	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P3928	LAWN MOWERS ETC	894.27	894.27	0100000518	4400 General-Undes-Op:Grnds / NONCAPITALIZATION
M68P3929	SIGNATURE FLOORING INC	8,536.50	1,827.50	0181500040	4500 General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
			6,709.00	0181500040	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P3930	STREAMLINE SYSTEMS DESIGNS	509.12	509.12	0100020757	4300 General-SiteAllo-CurAthlt / MATERIALS & SUPPLIES
M68P3931	LIGHTSPEED TECHNOLOGIES INC	1,120.37	1,120.37	0100020515	4300 General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P3932	SANTA MARGARITA FORD	52,537.82	52,537.82	0181500009	6400 General-RR&Maint-RR-Bldgs / EQUIPMENT
M68P3933	CDWG Inc	799.12	799.12	0100020515	4300 General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P3935	CDWG Inc	799.12	799.12	0100020515	4300 General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P3936	LAKESHORE LEARNING MATERIALS	357.21	357.21	0100020306	4300 General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P3937	MISSION SAN LUIS REY	528.00	528.00	0104000349	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P3939	CALIFORNIA WEEKLY EXPLORER INC	720.00	720.00	0104000303	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P3942	NCS PEARSON INC.	8,576.04	3,430.42	0100000193	4500 General-Undes-PsychSer / Other Supplies : Non-Instructl
			5,145.62	0165000029	4500 General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P3944	PRO-ED INC	859.58	343.83	0100000193	4500 General-Undes-PsychSer / Other Supplies : Non-Instructl
			515.75	0165000029	4500 General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P3945	PRO-ED INC	45.56	45.56	0165000036	4500 General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
M68P3947	OTICON INC	1,039.47	1,039.47	0165000274	4500 General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
M68P3948	GSM RENTAL GROUP LLC DBA ON CA	261.63	261.63	0100000277	4500 General-Undes-Pub Info / Other Supplies : Non-Instructl
M68P3949	CURRICULUM ASSOCIATES	435.38	435.38	0165000099	4300 General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
M68P3950	CDWG Inc	11,498.65	11,498.65	0104000453	4300 General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P3952	NCS PEARSON INC.	1,127.50	1,127.50	0165000120	4500 General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
M68P3953	VERTICAL TRANSPORT INC	1,942.50	243.75	0181500014	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
			270.00	0181500022	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
			1,076.25	0181500024	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
			352.50	0181500081	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other

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M68P3954	VOYTOVICH, BRIAN AND JENNIFER	11,000.00	11,000.00	0165000112 5820	General-Spec Ed-SupvAdmn / Legal Services
M68P3955	TOLBERT, AMIE	97.28	97.28	0165000094 5800	General-Spec Ed-NPS / PROF/CONS SERV & OPER EXPENSE
M68P3956	CDWG Inc	7,991.18	952.94	0104000465 4400	General-Gifts-Instrctn / NONCAPITALIZATION EQUIPMENT
M68P3957	NCS PEARSON INC.	1,271.71	7,038.24	0107550026 4300	Technology Refresh / MATERIALS & SUPPLIES
M68P3958	ACADEMIC THERAPY PUBLICATIONS	264.94	508.68	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
M68P3959	OTICON INC	1,208.10	763.03	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P3960	MRS. NELSON S LIBRARY SERVICES	6,499.48	105.98	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
M68P3961	THE ECOLOGY CENTER	390.00	158.96	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P3965	SOCIAL THINKING PUBLISHING	17,873.62	1,208.10	0165000274 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
M68P3966	DECISIONINSITE LLC	2,850.00	6,499.48	0100040006 4114	General-Lib Abte-Instrctn / Textbooks: K-12
M68P3967	HOUGHTON MIFFLIN HARCOURT PUBL	2,196.28	390.00	0104000301 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P3968	RANCHO MISSION VIEJO LAND	630.00	17,873.62	0133110016 4300	General-PrivISP-Aid:Inst / MATERIALS & SUPPLIES
M68P3969	NCS PEARSON INC.	2,660.91	1,425.00	0172300008 4500	General-H-S Trns-PuplTran / Other Supplies : Non-Instructl
M68P3971	HOUGHTON MIFFLIN HARCOURT PUBL	2,376.53	1,425.00	0172400005 4500	General-SpEdTran-PuplTran / Other Supplies : Non-Instructl
M68P3972	CONVERGEONE INC	258.60	878.51	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
M68P3973	AMBUTECH INC	50.20	1,317.77	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P3974	FLINN SCIENTIFIC INC	474.78	630.00	0104000360 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P3975	PERMA-BOUND	8,737.64	1,064.36	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
M68P3976	STOELTING CO	890.38	1,596.55	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P3977	CDWG Inc	671.28	2,376.53	0140350081 5800	General-Title II-Instrctn / PROF/CONS SERV & OPER
M68P3978	KUTA SOFTWARE LLC	765.48	258.60	0160110002 5800	General-AftSchLr-Instrctn / PROF/CONS SERV & OPER
M68P3979	NCS PEARSON INC.	1,167.88	50.20	0165000274 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
M68P3981	LEGOLAND CALIFORNIA LLC	659.43	474.78	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68P3982	CDWG Inc	671.28	8,737.64	0100040007 4114	General-Lib Abte-Instrctn / Textbooks: K-12
M68P3984	TRABUCO CANYON FIELD STUDIES	560.00	356.15	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			534.23	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
			671.28	0100020402 4400	General-SiteAllo-Instrctn / NONCAPITALIZATION
			765.48	0100020415 5800	General-SiteAllo-Instrctn / PROF/CONS SERV & OPER
			467.15	0100000193 4405	General-Undes-PsychSer / Non-Capitalized Equip: Non-Ins
			700.73	0165000029 4405	General-Spec Ed-PsychSer / Non-Capitalized Equip: Non-Ins
			659.43	0104000301 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
			671.28	0100020643 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
			560.00	0104000360 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based



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M68P3985	SMART & FINAL **SCHOOL SITES**	725.00	725.00	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P3986	SIMONSON PHOTOGRAPHY INC	1,200.00	1,200.00	0100000277 4500	General-Undes-Pub Info / Other Supplies : Non-Instructl
M68P3987	AVALON TENT & PARTY CORP	4,172.85	4,172.85	0100100019 5600	General-EdBudget-Sch Adm / RENTALSEASES & REPAIR
M68P3988	GOPHER ATHLETIC	536.59	536.59	0104000310 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P3989	WARDS NATURAL SCIENCE	696.07	696.07	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68P3990	WOODWIND AND BRASSWIND INC	1,143.72	1,143.72	0100020643 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P3993	CDWG Inc	309.46	309.46	0100020611 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P3994	MHS INC	3,112.20	1,244.88	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			1,867.32	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P3995	PRETEND CITY CHILDREN S MUSEUM	773.50	773.50	0104000363 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P3996	CDWG Inc	1,722.10	1,722.10	0104000296 4400	General-Gifts-Instrctn / NONCAPITALIZATION EQUIPMEN
M68P3997	ARBOR SCIENTIFIC	186.44	186.44	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68P3998	VERNIER SOFTWARE & TECHNOLOGY	1,572.04	1,572.04	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68P3999	SMART & FINAL **SCHOOL SITES**	600.00	600.00	0100020364 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4000	GOPHER ATHLETIC	1,984.50	1,984.50	0104000379 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P4001	GOPHER ATHLETIC	366.51	366.51	0100020315 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4002	SANTA ANA COLLEGE TESSMANN	618.00	618.00	0104000336 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4003	THE SPYGLASS GROUP LLC	8,634.48	8,634.48	0100000285 5800	General-Undes-Bus/Fisc / PROF/CONS SERV & OPER
M68P4004	ENVIRONMENTAL NATURE CENTER	840.00	840.00	0104000379 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4005	ETS - CAHSEE	1,634.00	1,634.00	0107900252 4500	General-LCFFSupp-SupvAdmn / Other Supplies : Non-Instructl
M68P4006	SOUTHWEST SCHOOL & OFFICE SUPP	134.16	134.16	0100020364 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4007	MISSION SAN JUAN CAPISTRANO	1,928.00	1,928.00	0104000379 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4008	FLINN SCIENTIFIC INC	251.51	251.51	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68P4009	PSYCHOLOGICAL ASSESSMENT RESOU	2,248.57	899.42	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			1,349.15	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P4010	DISCOVERY CUBE OF OC	1,680.00	1,680.00	0104000336 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4011	PASCO SCIENTIFIC	880.32	880.32	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68P4012	BARNES & NOBLE BOOKSELLERS INC	600.00	600.00	0145100014 4300	General-Ind Ed-Instrctn / MATERIALS & SUPPLIES
M68P4013	YOUNG, MIKE	853.59	853.59	0100020276 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4014	PRO-ED INC	518.10	518.10	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
M68P4015	HERITAGE MUSEUM OF OC	1,800.00	1,800.00	0104000379 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4016	VERNON LIBRARY SUPPLIES INC	39.97	39.97	0100020071 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68P4017	MOBILE COMMUNICATION REPAIR	126.07	126.07	0104000093 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl

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M68P4018	MOBILE COMMUNICATION REPAIR	126.07	126.07	010400093 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
M68P4019	CASBO - SAN DIEGO	255.00	255.00	0100000306 5216	General-Undes-Purch / Conference : Non-Instructional
M68P4020	BARNES & NOBLE BOOKSELLERS INC	56.86	56.86	0100000306 4500	General-Undes-Purch / Other Supplies : Non-Instructl
M68P4021	CDWG Inc	95.68	95.68	0109860070 4300	General-Bill/Inv-Enterprs / MATERIALS & SUPPLIES
M68P4022	CDWG Inc	4,599.46	4,599.46	0109860070 4300	General-Bill/Inv-Enterprs / MATERIALS & SUPPLIES
M68P4023	APPLE INC	2,103.91	2,103.91	0135550005 4400	General-VEA-Instrctn / NONCAPITALIZATION EQUIPMEN
M68P4024	SMART & FINAL **SCHOOL SITES**	1,000.00	1,000.00	0135550005 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
M68P4025	CASBO EASTERN SECTION	255.00	255.00	0100000306 5216	General-Undes-Purch / Conference : Non-Instructional
M68P4026	REALLY GOOD STUFF LLC	64.64	64.64	0104000317 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P4027	BUILD A SIGN LLC	380.21	380.21	0104000097 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
M68P4028	RANCHO MISSION VIEJO LAND	1,290.00	1,290.00	0104000317 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4029	OTC BRANDS INC (ORIENTAL TRADI	1,582.23	1,582.23	0109860037 4300	General-Bill/Inv-Enterprs / MATERIALS & SUPPLIES
M68P4030	HEINEMANN	257.52	257.52	0130100098 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
M68P4031	ACADEMIC THERAPY PUBLICATIONS	471.00	471.00	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
M68P4032	TIMOTHY A ADAMS & ASSOC APLC	23,000.00	23,000.00	0165000015 5820	General-Spec Ed-SupvAdm / Legal Services
M68P4033	BARONE, LILLIANA	24,500.00	23,500.00	0165000265 5800	General-Spec Ed-SE0thIns / PROF/CONS SERV & OPER
M68P4034	SPICERS PAPER INC	1,629.18	1,000.00	0165000327 5800	spec ed / PROF/CONS SERV & OPER EXPEND
M68P4035	SPICERS PAPER INC	48,332.34	1,629.18	0100000314 4500	General-Undes-Grph Art / Other Supplies : Non-Instructl
M68P4036	NCS PEARSON INC.	313.10	48,332.34	0100000314 4500	General-Undes-Grph Art / Other Supplies : Non-Instructl
M68P4037	NCS PEARSON INC.	208.45	125.24	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
M68P4038	FOLD-A-GOAL	878.17	187.86	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P4039	BULK OFFICE SUPPLY	1,041.13	208.45	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
M68P4040	BAKER PARTY RENTALS INC	4,095.00	878.17	0100020641 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4041	OCDE	100.00	1,041.13	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68P4042	IN-N-OUT BURGER	1,700.00	4,095.00	0100100019 5600	General-EdBudget-Sch Adm / RENTALSLEASES & REPAIR
M68P4043	BROWN INDUSTRIES INC	1,050.99	100.00	0130100007 5216	General-Title I-SupvAdm / Conference : Non-Instructional
M68P4044	TUVA LABS INC.	200.00	1,700.00	0104000168 4500	General-Gifts-PuplTran / Other Supplies : Non-Instructl
M68P4045	CDWG Inc	102.14	1,050.99	0104000168 4500	General-Gifts-PuplTran / Other Supplies : Non-Instructl
M68P4046	GRACENOTES LLC	187.43	200.00	0100020643 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4047	CDWG Inc	8,148.36	102.14	0104000104 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
M68P4048	APPLE INC	1,959.25	187.43	0100020364 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
			8,148.36	0135550003 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
			1,959.25	0135550004 4400	General-VEA-Instrctn / NONCAPITALIZATION EQUIPMEN

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M68P4049	TIMOTHY A ADAMS & ASSOC APLC	60,000.00	32,460.13	016500015 5820	General-Spec Ed-SupvAdmn / Legal Services
			27,539.87	0165000265 5800	General-Spec Ed-SE0thIns / PROF/CONS SERV & OPER
M68P4050	CDWG Inc	4,794.71	4,794.71	0107550075 4400	Technology Refresh / NONCAPITALIZATION EQUIPMENT
M68P4051	CDWG Inc	2,397.35	2,397.35	0107550093 4400	Technology Refresh / NONCAPITALIZATION EQUIPMENT
M68P4052	IPEVO INC	1,500.96	1,500.96	0104000375 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P4053	APPLE INC	1,350.80	1,350.80	0109860030 4405	General-Bill/Inv-Enterprs / Non-Capitalized Equip: Non-Ins
M68P4054	WESTERN PSYCHOLOGICAL SERVICES	972.62	972.62	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
M68P4055	SADDLEBACK COLLEGE	2,054.00	2,054.00	0130100075 5800	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
M68P4056	FIVE STAR TROPHIES	1,800.00	1,800.00	0100000277 4500	General-Undes-Pub Info / Other Supplies : Non-Instructl
M68P4057	TRABUCO CANYON FIELD STUDIES	1,545.00	1,545.00	0104000341 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4059	RANCHO LAS LOMAS WILDLIFE	1,140.00	1,140.00	0109860112 5840	General-Bill/Inv-Enterprs / Services:Field Trip: Fee Based
M68P4060	WESTERN PSYCHOLOGICAL SERVICES	588.75	588.75	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
M68P4061	BSN SPORTS	2,020.14	2,020.14	0100020483 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4062	AIRGAS INC	15.00	15.00	0100020428 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4063	WORTHINGTON DIRECT HOLDINGS LL	2,358.75	2,358.75	0104000302 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P4065	PERMA-BOUND	1,484.15	1,484.15	0109860030 4200	General-Bill/Inv-Enterprs / BOOKS OTHER THAN
M68P4066	LAKESHORE LEARNING MATERIALS	56.28	56.28	0141270010 4300	General-Title IV: Instruc / MATERIALS & SUPPLIES
M68P4067	SPICERS PAPER INC	42,781.06	42,781.06	0100000314 4500	General-Undes-Grph Art / Other Supplies : Non-Instructl
M68P4068	DOYER, DANIEL MARTIN	592.62	592.62	0104000439 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P4069	CDWG Inc	110.06	110.06	0100020515 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4071	CDWG Inc	212.00	212.00	0100000285 4500	General-Undes-Bus/Fisc / Other Supplies : Non-Instructl
M68P4072	CDWG Inc	4,027.70	4,027.70	0100020302 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4073	CALIFORNIA SCHOOL EMPLOYEES AS	763.00	763.00	0100000291 5216	General-Undes-Prsnl:HR / Conference : Non-Instructional
M68P4074	ZONAR SYSTEMS INC	43,664.28	17,465.71	0105010024 5800	General-15-16 1x-PuplTran / PROF/CONS SERV & OPER
			26,198.57	0105010067 5800	General-15-16 1x-PuplTran / PROF/CONS SERV & OPER
M68P4075	WESTERN PSYCHOLOGICAL SERVICES	193.95	193.95	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
M68P4076	SWEET EVERGREEN	67.26	67.26	0100020144 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68P4077	BELSHE, RAQUEL	2,093.04	2,093.04	0104040004 5800	General-TeachDev-SupvAdmn / PROF/CONS SERV & OPER
M68P4078	MOORE, JANE	686.61	686.61	0140350068 5800	General-Title II-Instrctn / PROF/CONS SERV & OPER
M68P4079	MARSOLAIS, MARY	1,393.06	1,393.06	0140350068 5800	General-Title II-Instrctn / PROF/CONS SERV & OPER
M68P4080	SOUTHWEST SCHOOL & OFFICE SUPP	414.50	414.50	0141270010 4300	General-Title IV: Instruc / MATERIALS & SUPPLIES
M68P4081	SOKA UNIVERSITY OF AMERICA DBA	5,000.00	5,000.00	0100000277 5600	General-Undes-Pub Info / RENTALSLEASES & REPAIRS
M68P4082	OFFICE DEPOT	4,000.00	1,000.00	0100020036 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
M68P4082	*** CONTINUED ***				
M68P4083	BSN SPORTS	646.50	3,000.00	0100020458 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4084	OCDE	875.00	646.50	0104000067 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
M68P4085	OCDE	100.00	875.00	0142030049 5216	General-TIII LEP-SupvAdmn / Conference : Non-Instructional
M68P4086	CULVER-NEWLIN INC	5,937.57	100.00	0142030049 5216	General-TIII LEP-SupvAdmn / Conference : Non-Instructional
M68P4087	EDGEWOOD PRESS INC	899.06	5,937.57	0135550003 4400	General-VEA-Instrctn / NONCAPITALIZATION EQUIPMEN
M68P4088	PREMIER SCHOOL AGENDAS	1,498.10	899.06	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P4089	SOUTHWEST SCHOOL & OFFICE SUPP	3,000.00	1,498.10	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P4090	OCDE	50.00	3,000.00	0130100089 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
M68P4091	NEOGOV	600.00	50.00	0130100044 5216	General-Title I-Sch Adm / Conference : Non-Instructional
M68P4092	NASCO	183.18	600.00	0100000291 5800	General-Undes-Prsnl:HR / PROF/CONS SERV & OPER
M68P4093	SCHOOL HEALTH CORPORATION	69.58	183.18	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P4094	PRECISION AUTO COLLISION INC	15,000.00	69.58	0165000034 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
M68P4095	ASSI SECURITY	335.00	7,500.00	0172400016 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other
M68P4096	ASSOCIATED BUSINESS PRODUCTS	1,000.00	7,500.00	0181500207 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
M68P4097	CDWG Inc	150.81	335.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P4098	BSN SPORTS	237.03	1,000.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P4099	CDWG Inc	2,472.86	150.81	0100020611 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4100	CAROLINA BIOLOGICAL SUPPLY CO.	507.55	237.03	0141270010 4300	General:Title IV: Instruc / MATERIALS & SUPPLIES
M68P4101	ULINE INC	387.90	2,472.86	0181500024 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
M68P4102	HD SUPPLY CONSTRUCTION AND	3,000.00	507.55	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68P4103	ARBOR SCIENTIFIC	299.12	387.90	0100000518 4500	General-Undes-Op:Grnds / Other Supplies : Non-Instructl
M68P4104	PRAXAIR	1,416.91	3,000.00	0100000518 4500	General-Undes-Op:Grnds / Other Supplies : Non-Instructl
M68P4105	LAKESHORE LEARNING MATERIALS	4,000.00	299.12	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68P4106	LABSOURCE INC DBA CRITICALTOOL	191.73	1,416.91	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
M68P4107	NCS PEARSON INC.	1,014.75	4,000.00	0100020221 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4108	NCS PEARSON INC.	1,422.30	191.73	0104000095 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
M68P4109	JOSTENS INC.	6,382.25	405.90	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
M68P4110	CAPISTRANO CRANE SERVICE	5,000.00	608.85	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
			568.92	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			853.38	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
			6,382.25	0100100017 4300	General-EdBudget-Sch Adm / MATERIALS & SUPPLIES
			5,000.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other



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M68P4112	CULVER-NEWLIN INC	3,009.46	3,009.46	0133110004 4405	General-PrivISP-SupvAdmn / Non-Capitalized Equip: Non-Instr
M68P4113	ORANGE COUNTY FIRE PROTECTION	14,542.15	14,542.15	0172400005 5800	General-SpEdTran-PuplTran / PROF/CONS SERV & OPER
M68P4115	BSN SPORTS	159.68	159.68	0100020483 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4116	MOBILE COMMUNICATION REPAIR	5,000.00	5,000.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P4117	HD SUPPLY FACILITIES MAINTENAN	15,000.00	15,000.00	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
M68P4120	CLARK SECURITY PRODUCTS	1,039.96	1,039.96	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
M68P4122	FORENSIC ANALYTICAL CONSULTING	20,000.00	20,000.00	0181500009 5800	General-RR&Maint-RR-Bldgs / PROF/CONS SERV & OPER
M68P4123	MARK GREGORY MONTGOMERY DBA MO	500.00	500.00	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
M68P4124	ACORN MEDIA	1,325.33	1,325.33	0100020357 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4125	SCHNEIDER, DONNA	608.72	608.72	0165000094 5800	General-Spec Ed-NPS / PROF/CONS SERV & OPER EXPENDIT
M68P4126	SELOGIE & BRETT LLP CLIENT	2,500.00	2,500.00	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
M68P4127	BAKY, SAMER AND NERMEEN	15,500.00	15,500.00	0165000107 5800	General-Spec Ed-SE0thIns / PROF/CONS SERV & OPER
M68P4128	KUTA SOFTWARE LLC	745.24	745.24	0100020515 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4129	ROD AND COLETTE FOSTER	3,450.00	3,450.00	0165000284 5800	General-Spec Ed-Spch Aud / PROF/CONS SERV & OPER
M68P4130	CONVERGEONE INC	193.95	193.95	0104000300 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P4131	CDWG Inc	1,050.56	1,050.56	0104000300 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P4133	GOPHER ATHLETIC	554.74	554.74	0141270010 4300	General:Title IV: Instruc / MATERIALS & SUPPLIES
M68P4134	GOPHER ATHLETIC	28.47	28.47	0100000258 4500	General-Undes-PuplTest / Other Supplies : Non-Instructl
M68P4136	SEGERSTROM CENTER FOR THE ARTS	1,220.00	1,220.00	0104000383 5800	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPENDIT
M68P4137	COACH FOREIGN LANGUAGE PROJECT	538.75	538.75	0142030022 5215	General-TIII LEP-Instrctn / Conference : Instructional
M68P4138	US GAMES	134.72	134.72	0100000258 4500	General-Undes-PuplTest / Other Supplies : Non-Instructl
M68P4139	MCGRAW-HILL SCHOOL EDUCATION H	431.70	431.70	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
M68P4140	OCDE	75.00	75.00	0165000009 5216	General-Spec Ed-SupvAdmn / Conference : Non-Instructional
M68P4141	PRO-ED INC	241.39	241.39	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
M68P4142	PRO-ED INC	314.63	314.63	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
M68P4143	PRO-ED INC	306.04	122.42	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
M68P4145	CDWG Inc	989.15	183.62	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P4146	CDWG Inc	1,598.24	989.15	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4148	PESI INC	398.00	1,598.24	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4149	RANCHO LAS LOMAS WILDLIFE	660.00	398.00	0130100098 5215	General-Title I-Instrctn / Conference : Instructional
M68P4150	CENGAGE LEARNING	168.00	660.00	0104000333 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4151	IPEVO INC	428.85	168.00	0100020416 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
			428.85	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES

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M68P4152	LAKESHORE LEARNING MATERIALS	305.04	305.04	0100020263 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4153	NCS PEARSON INC.	229.60	91.84	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			137.76	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P4154	ACOUSTICAL MATERIAL SERVICES	3,000.00	3,000.00	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
M68P4155	TANDUS CENTIVA INC	6,400.00	6,400.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P4156	VORTEX INDUSTRIES INC	5,000.00	5,000.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P4157	HERITAGE WINDOW COVERING	1,240.00	1,240.00	0100020102 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68P4158	REFRIGERATION CONTROL COMPANY	2,060.17	2,060.17	0181500009 4405	General-RR&Maint-RR-Bldgs / Non-Capitalized Equip: Non-In
M68P4159	PROGRESSIVE SURFACE SOLUTIONS	4,021.33	15.00	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
			2,338.08	0181500048 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
			1,668.25	0181500048 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P4160	VORTEX INDUSTRIES INC	2,877.68	2,877.68	0181500066 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P4163	DEMCO	72.88	72.88	0100020053 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68P4165	W W GRAINGER INC	10,000.00	10,000.00	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
M68P4166	AP BY THE SEA	820.00	820.00	0104000431 5215	General-Gifts-Instrctn / Conference : Instructional
M68P4167	RANCHO LAS LOMAS WILDLIFE	1,420.00	1,420.00	0104000377 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4170	SOUTHWEST SCHOOL & OFFICE SUPP	67.28	67.28	0100000258 4500	General-Undes-PuplTest / Other Supplies : Non-Instructl
M68P4171	SOLUTION TREE INC	5,352.00	1,338.00	0130100005 5216	General-Title I-SupvAdmn / Conference : Non-Instructional
			4,014.00	0130100225 5215	General-Title I-Instrctn / Conference : Instructional
M68P4172	FLAGHOUSE INC	888.07	888.07	0141270010 4300	General:Title IV: Instruc / MATERIALS & SUPPLIES
M68P4173	S & S WORLDWIDE	719.96	719.96	0141270010 4300	General:Title IV: Instruc / MATERIALS & SUPPLIES
M68P4174	GOPHER ATHLETIC	941.12	941.12	0100020339 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4175	HOME TRAINING TOOLS LTD.	287.10	287.10	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68P4176	SMART & FINAL **SCHOOL SITES**	200.00	200.00	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4177	CDWG Inc	804.25	804.25	0100020339 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4178	MOBILE COMMUNICATION REPAIR	1,884.55	1,884.55	0100020357 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4179	CDWG Inc	679.03	679.03	0100000289 4405	General-Undes-Payroll / Non-Capitalized Equip: Non-Ins
M68P4180	IPEVO INC	214.42	214.42	0107550027 4300	Technology Refresh / MATERIALS & SUPPLIES
M68P4181	CDWG Inc	1,358.06	1,358.06	0104000140 4405	General-Gifts-Sch Adm / Non-Capitalized Equip: Non-Ins
M68P4182	WING AERO PRODUCTS INC.	643.40	643.40	0135550007 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
M68P4183	REDBIRD FLIGHT SIMULATIONS INC	10,291.22	10,291.22	0135550007 4400	General-VEA-Instrctn / NONCAPITALIZATION EQUIPMEN
M68P4184	FLINN SCIENTIFIC INC	999.41	999.41	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68P4185	GBCCONNECT.COM	248.60	248.60	0100020290 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES

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M68P4186	SANTA ANA ZOO	330.00	330.00	0104000302	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4187	AAA AWARDS & MONOGRAM	2,000.00	2,000.00	0172200015	4300 General-PrtmrAcq-Instrctn / MATERIALS & SUPPLIES
M68P4190	HOUGHTON MIFFLIN HARCOURT PUBL	2,128.82	2,128.82	0165000099	4300 General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
M68P4192	SO CA GAS CO	15,000.00	15,000.00	0172400009	4600 General-SpEdTran-PuplTran / Pupil Transportation
M68P4193	TEXTBOOK WAREHOUSE	450.45	450.45	0163000010	4300 General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
M68P4195	CULVER-NEWLIN INC	4,934.95	4,934.95	0130100034	4405 General-Title I-Sch Adm / Non-Capitalized Equip: Non-Ins
M68P4197	CDWG Inc	4,698.98	4,698.98	0107550036	4400 Technology Refresh / NONCAPITALIZATION EQUIPMENT
M68P4198	FLINN SCIENTIFIC INC	996.63	996.63	0100100110	4300 General-EdBudg-Instrctn / MATERIALS & SUPPLIES
M68P4200	CDWG Inc	4,945.73	4,945.73	0104000377	4300 General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68P4201	B & H PHOTOGRAPHY	2,456.86	2,456.86	0100020364	4300 General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4202	HERITAGE MUSEUM OF OC	1,660.00	1,660.00	0104000377	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4203	SOUTHWEST SCHOOL & OFFICE SUPP	350.00	350.00	0100020428	4300 General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4204	TANAKA FARMS LLC	2,340.00	2,340.00	0104000303	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4205	SEGERSTROM CENTER FOR THE ARTS	552.50	552.50	0104000302	5810 General-Gifts-Instrctn / Consulting Services
M68P4206	SPARKLETT'S	250.00	250.00	0100020123	4500 General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68P4207	DICK BLICK WEST	597.58	597.58	0100020523	4300 General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4208	CDWG Inc	805.77	805.77	0130100225	4400 General-Title I-Instrctn / NONCAPITALIZATION
M68P4209	JOSTENS INC.	626.21	626.21	0100100173	4500 General-EdBudget-Sch Adm / Other Supplies : Non-Instructl
M68P4210	WESTONE LABORATORIES INC	65.04	65.04	0165000120	5600 General-Spec Ed-HlthServ / RENTAL.SLEASES & REPAIRS
M68P4211	STARKEY LABORATORIES INC.	62.71	62.71	0165000034	4500 General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
M68P4212	CONTEMPORARY SERVICES CORP	4,391.13	4,391.13	0100100017	5800 General-EdBudget-Sch Adm / PROF/CONS SERV & OPER
M68P4213	CDWG Inc	361.65	361.65	0165000106	4300 General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
M68P4214	ULINE INC	86.94	86.94	0100040021	4300 General-Lib Abte-Instrctn / MATERIALS & SUPPLIES
M68P4215	LARSON LIGHTING AND AUDIO INC	4,990.00	4,990.00	0100100017	4405 General-EdBudget-Sch Adm / Non-Capitalized Equip: Non-Ins
M68P4216	IPEVO INC	214.42	214.42	0100020643	4300 General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4217	JMG SECURITY SYSTEMS	6,000.00	6,000.00	0181500009	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P4218	EXCEPTIONAL TEACHING INC	134.21	134.21	0165000099	4300 General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
M68P4219	EXCEPTIONAL TEACHING INC	1,148.99	1,148.99	0165000259	4400 General-Spec Ed-SE0thIns / NONCAPITALIZATION
M68P4220	CDWG Inc	92.86	92.86	0100020643	4300 General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4221	CRISIS PREVENTION INSTITUTE IN	150.00	150.00	0165000115	5300 General-Spec Ed-GuidCnsl / DUES & MEMBERSHIPS
M68P4222	ORANGE COUNTY SHERIFFS	800.00	800.00	0100000277	5800 General-Undes-Pub Info / PROF/CONS SERV & OPER
M68P4223	DEMCO	109.52	109.52	0100040021	4300 General-Lib Abte-Instrctn / MATERIALS & SUPPLIES
M68P4224	EMERALD COVE OUTDOOR SCIENCE I	25,935.00	25,935.00	0104000303	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based

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M68P4225	CALIFORNIA ASSOCIATION OF SUPE	1,950.00	1,950.00	0100020611 5215	General-SiteAllo-Instrctn / Conference : Instructional
M68P4226	FOLLETT EDUCATIONAL SERVICES	160.00	160.00	0104000312 4200	General-Gifts-Instrctn / BOOKS OTHER THAN TEXTBOOK
M68P4227	GOPHER ATHLETIC	396.95	396.95	0100020343 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4228	ACADEMIC THERAPY PUBLICATIONS	471.00	188.40	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			282.60	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P4229	NCS PEARSON INC.	787.00	314.80	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			472.20	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P4230	BRAIN BUILDERS STEM EDUCATION	7,566.00	7,566.00	0104000312 5810	General-Gifts-Instrctn / Consulting Services
M68P4232	SOUTHWEST SCHOOL & OFFICE SUPP	1,000.00	1,000.00	0100020443 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4233	IRVINE RANCH OUTDOOR ED CENTER	12,200.00	10,200.00	0104000344 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
			2,000.00	0130100210 5840	General-Title I-Instrctn / Services:Field Trip: Fee Based
M68P4234	RILEY S FARM	6,900.00	6,900.00	0104000302 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
M68P4235	ART MASTERS LEGACY	7,994.00	7,994.00	0104000368 5810	General-Gifts-Instrctn / Consulting Services
M68P4236	HAWTHORNE EDUCATIONAL SERVICES	1,045.18	418.08	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			627.10	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P4237	HAND2MIND INC	240.79	240.79	0100020240 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4238	MHS INC	922.59	369.03	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			553.56	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
M68P4239	CRISIS PREVENTION INSTITUTE IN	13,985.00	989.00	0165000009 5216	General-Spec Ed-SupvAdmn / Conference : Non-Instructional
			12,996.00	0165000020 5216	General-Spec Ed-Sch Adm / Conference : Non-Instructional
M68P4240	CDWG Inc	14,676.54	6,735.36	0107550034 4400	Technology Refresh / NONCAPITALIZATION EQUIPMENT
			7,941.18	0130100089 4400	General-Title I-Instrctn / NONCAPITALIZATION
M68P4241	FREY SCIENTIFIC	433.35	433.35	0109860051 4300	General-Bill/Inv-Enterprs / MATERIALS & SUPPLIES
M68P4242	FREY SCIENTIFIC	246.42	246.42	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4243	MCGRAW-HILL SCHOOL EDUCATION H	2,322.72	2,322.72	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
M68P4244	FOLLETT SCHOOL SOLUTIONS INC	1,252.27	1,252.27	0130100323 4300	General: Title I / MATERIALS & SUPPLIES
M68P4245	LAW OFFICE OF ANDREA M TYTELL	112,500.00	112,500.00	0165000265 5800	General-Spec Ed-SE0thIns / PROF/CONS SERV & OPER
M68P4246	LAW OFFICE OF ANDREA M TYTELL	4,266.00	4,266.00	0165000107 5800	General-Spec Ed-SE0thIns / PROF/CONS SERV & OPER
M68P4247	TIMOTHY A ADAMS & ASSOC APLC	28,000.00	14,577.34	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
			13,422.66	0165000107 5800	General-Spec Ed-SE0thIns / PROF/CONS SERV & OPER
M68P4248	ORANGE COUNTY DEPT OF EDUCAT	625.78	625.78	0156400004 5800	General-Spec Medi-Cal-SupvAdmn / PROF/CONS SERV & OPER
M68P4249	APPLE INC	105.60	105.60	0100020483 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4250	SHAY, JENNIFER AND JONATHAN	22,000.00	22,000.00	0165000107 5800	General-Spec Ed-SE0thIns / PROF/CONS SERV & OPER



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## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 04/25/2019

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
M68P4251	BRIAN R SCIACCA ATTY AT LAW	5,000.00	5,000.00	0165000015	General-Spec Ed-SupvAdmn / Legal Services
M68P4253	STRATEGIES FOR SUCCESS	1,468.00	1,468.00	0140350073	General-Title II-Instrctn / PROF/CONS SERV & OPER
M68P4254	WSG INDUSTRIES INC.	34.34	34.34	0163000010	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
M68P4255	GOPHER ATHLETIC	190.34	190.34	0141270010	General:Title IV: Instruc / MATERIALS & SUPPLIES
M68P4256	BSN SPORTS	476.34	476.34	0100020483	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4257	US GAMES	79.61	79.61	0100020298	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68P4258	OCDE	250.00	250.00	0130100007	General-Title I-SupvAdmn / Conference : Non-Instructional
M68P4264	PURE GAME	1,000.00	1,000.00	0130100089	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
M68P4265	CARLAN, MARY	103.32	103.32	0140350079	General-Title II-Instrctn / PROF/CONS SERV & OPER
M68P4266	BILL WILSON MACHINE SETUP & RE	5,000.00	5,000.00	0181500009	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68P4267	SAFETY KLEEN SYSTEMS INC	14,000.00	7,000.00	0172300008	General-H-S Trns-PuplTran / PROF/CONS SERV & OPER
			7,000.00	0172400005	General-SpEdTran-PuplTran / PROF/CONS SERV & OPER
M68P4269	MOBILE COMMUNICATION REPAIR	342.65	342.65	0100020102	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68P4273	J & M TROPHIES INC.	1,169.09	1,169.09	0100020009	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68P4274	LOS ANGELES PERCUSSION RENTALS	1,400.00	1,400.00	0104000524	General-Gifts-Instrctn / RENTALSLEASES & REPAIRS
M68P4277	CONVERGEONE INC	258.60	258.60	0104000349	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPEN
M68P4286	KYA SERVICES LLC	5,348.38	5,348.38	0181500048	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
M68X0510	SIGNS.COM INC.	324.54	324.54	0100020144	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68X0511	AMAZON	18.29	18.29	0104000303	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68X0513	THE CREATIVITY INSTITUTE INC.	557.02	557.02	0133860007	General-StErlyIn-SDCInstr / MATERIALS & SUPPLIES
M68X0514	AMAZON	406.97	406.97	0130100089	General-Title I-Instrctn / MATERIALS & SUPPLIES
M68X0515	HOME DEPOT	184.14	184.14	0104000430	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68X0516	AMAZON	26.93	26.93	0100020428	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0517	AMAZON	1,895.58	1,895.58	0130100301	General:Title I:Priv School / PROF/CONS SERV & OPER
M68X0518	AMAZON	27.52	27.52	0100020053	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68X0519	SOUTHWEST AIRLINES	405.96	405.96	0100000336	General-Undes-FacPlann / Conference : Non-Instructional
M68X0520	QUALITY INN DBA SB HOSPITALITY	2,862.42	2,862.42	0100100063	General-EdBudget-Instrctn / Conference : Instructional
M68X0521	AMAZON	491.35	491.35	0141270010	General:Title IV: Instruc / MATERIALS & SUPPLIES
M68X0522	NATIONAL FINANCIAL INSTITUTION	216.79	216.79	0100000285	General-Undes-Bus/Fisc / Other Supplies : Non-Instructl
M68X0523	AMAZON	674.56	674.56	0100020123	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68X0524	AMAZON	156.73	156.73	0163000018	General-Lott:IM-Instrctn / 9-12 Textbooks
M68X0526	AMAZON	309.14	309.14	0100020418	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0527	AMAZON	670.06	81.76	0100020228	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES

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M68X0527	*** CONTINUED ***				
M68X0528	AMAZON	369.44	588.30	0104000302 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68X0529	INTERNATIONAL INSTITUTE FOR RE	100.00	369.44	0100020752 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68X0531	CENTER FOR PROCUREMENT EXCELLE	395.00	100.00	0107900003 5800	General-LCFFSupp-SupvAdmn / PROF/CONS SERV & OPER
M68X0532	AMAZON	160.76	395.00	0100000306 5216	General-Undes-Purch / Conference : Non-Instructional
M68X0533	INTERNATIONAL INSTITUTE FOR RE	100.00	160.76	0100020255 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0534	AMAZON	116.80	100.00	0107900003 5800	General-LCFFSupp-SupvAdmn / PROF/CONS SERV & OPER
M68X0535	AMAZON	1,346.88	116.80	0130100038 4500	General-Title I-Sch Adm / Other Supplies : Non-Instructl
M68X0536	AMAZON	43.05	1,346.88	0130100301 4300	General-Title I:Priv School / MATERIALS & SUPPLIES
M68X0537	COSTCO WHOLESALE	118.47	43.05	0100020402 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0538	AMAZON	551.43	118.47	0105040004 4500	General-504/StSr-HlthServ / Other Supplies : Non-Instructl
M68X0539	AMAZON	16.14	551.43	0130100301 4300	General-Title I:Priv School / MATERIALS & SUPPLIES
M68X0540	AMAZON	182.17	16.14	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68X0541	STENHOUSE PUBLISHERS	31.25	182.17	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68X0542	AMAZON	804.00	31.25	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68X0543	AMAZON	329.35	804.00	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0544	AMAZON	222.79	329.35	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0545	AMAZON	94.28	222.79	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0546	AMAZON	17.23	94.28	0100020214 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0547	AMAZON	340.42	17.23	0100020009 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68X0548	AMAZON	391.66	340.42	0100020259 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0549	THOMSON REUTERS - WEST	560.30	391.66	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0550	AMAZON	401.98	560.30	0165000009 4500	General-Spec Ed-SupvAdmn / Other Supplies : Non-Instructl
M68X0551	AMAZON	10.72	401.98	0100020259 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0552	US BANK	600.00	10.72	0100000992 4500	General-Undes-Libr&Med / Other Supplies : Non-Instructl
M68X0553	AMAZON	31.48	600.00	0100100118 5215	General-EdBudget-Instrctn / Conference : Instructional
M68X0554	AMAZON	32.33	31.48	0100020259 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0555	COSTCO WHOLESALE	118.47	32.33	0100000258 4500	General-Undes-PuplTest / Other Supplies : Non-Instructl
M68X0557	AMAZON	103.40	118.47	0105040004 4500	General-504/StSr-HlthServ / Other Supplies : Non-Instructl
M68X0558	AMAZON	70.03	103.40	0104000430 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68X0559	AMAZON	618.27	70.03	0100020121 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68X0560	AMAZON	17.23	618.27	0104000552 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
			17.23	0100020364 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES

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M68X0561	AMAZON	126.01	126.01	0100020428 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0562	THE PROPHET CORP DBA MOVING MI	623.69	623.69	0100020259 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0563	COSTCO S.J.C.	5,380.12	5,380.12	01 9321	General-Undes / STORES-CAFETERIA FUND ONLY
M68X0565	A-1 KENENWICK LLC DBA SPRINGHI	2,695.80	1,078.32	0130100005 5216	General-Title I-SupvAdmn / Conference : Non-Instructional
			1,617.48	0130100225 5215	General-Title I-Instrctn / Conference : Instructional
M68X0566	AMAZON	2,236.72	2,236.72	0130100089 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
M68X0567	AMAZON	132.44	132.44	0130100089 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
M68X0568	AMAZON	26.67	26.67	0100020515 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0569	AMAZON	103.22	103.22	0100020298 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0571	AMAZON	73.23	73.23	0100020097 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68X0572	AMAZON	2,892.98	2,892.98	0135550003 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
M68X0573	SOUTH ORANGE COUNTY ECONOMIC	500.00	500.00	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
M68X0574	COSTCO WHOLESALE	118.47	118.47	0105040004 4500	General-504/StSr-HlthServ / Other Supplies : Non-Instructl
M68X0575	AMAZON	94.39	54.40	0100020350 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
			39.99	0104000383 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68X0576	AMAZON	44.57	44.57	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68X0577	AMAZON	912.25	912.25	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68X0578	AMAZON	144.68	144.68	0100020240 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0579	POSITIVE PROMOTIONS	111.30	111.30	0100020238 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0580	AMAZON	60.37	60.37	0100020053 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
M68X0581	AMAZON	323.09	323.09	0104000639 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
M68X0582	AMAZON	25.97	25.97	0100020298 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0584	AMAZON	140.17	140.17	0100100110 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
M68X0585	AMAZON	431.79	431.79	0141270010 4300	General-Title IV: Instruc / MATERIALS & SUPPLIES
M68X0586	AMAZON	1,686.29	1,686.29	0141270005 4200	General-Title IV:Support / BOOKS OTHER THAN
M68X0587	CALIFORNIA DEPT OF EDUCATION	4,394.50	4,394.50	0100000277 5216	General-Undes-Pub Info / Conference : Non-Instructional
M68X0588	AMAZON	731.70	731.70	0100020357 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
M68X0589	SOLUTION TREE INC	75.43	75.43	0140350006 4500	General-Title II-SupvAdmn / Other Supplies : Non-Instructl
Fund 01 Total:		1,540,038.88	1,540,038.88		

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M68P3938	CALIFORNIA CHILD DEVELOPMENT A	150.00	150.00	1261270004 5800	ChildDev-CDQRISBL-SupvAdmn / PROF/CONS SERV &
M68P4164	SOUTHWEST SCHOOL & OFFICE SUPP	300.00	300.00	1291400002 4300	ChildDev-CD:Gifts-Instrctn / MATERIALS & SUPPLIES
M68X0564	AMAZON	92.54	92.54	1261270005 4500	ChildDev-CDQRISBL-Sch Adm / Other Supplies : Non-Instruc
Fund 12 Total:		542.54	542.54		

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
M68P3919	CHEFS TOYS	7,900.29	7,900.29	1353100068 4473	Cafetera-Chld Nut-FoodServ / Large Equipment: Food Service
M68P3920	WAXIE SANITARY SUPPLY	2,503.89	2,503.89	1353100064 4472	Cafetera-Chld Nut-FoodServ / Small Equipment: Food Service
M68P3946	PACIFIC PLUMBING COMPANY OF SA	9,138.00	9,138.00	1353100064 4473	Cafetera-Chld Nut-FoodServ / Large Equipment: Food Service
M68P3962	SCHOOL NUTRITION ASSOCIATION	96.98	96.98	1353100064 4570	Cafetera-Chld Nut-FoodServ / Office Supplies-Food Services
M68P3963	EMS LINQ INC.	99.00	99.00	1353100064 5216	Cafetera-Chld Nut-FoodServ / Conference : Non-Instructional
M68P4114	SYSCO RIVERSIDE INC.	25,000.00	25,000.00	1353100064 4716	Cafetera-Chld Nut-FoodServ / Food Processed Commodity
M68P4121	CDWG Inc	1,576.16	1,576.16	1353100064 4470	Cafetera-Chld Nut-FoodServ / Computer Equipment-Food Serv
M68P4168	DAVE BANG ASSOCIATES INC	4,519.49	4,519.49	1353100116 4472	Cafetera-Chld Nut-FoodServ / Small Equipment: Food Service
M68P4199	EMS LINQ INC.	8,054.32	8,054.32	1353100064 4470	Cafetera-Chld Nut-FoodServ / Computer Equipment-Food Serv
M68X0570	SAN CLEMENTE TIMES LLC	685.00	685.00	1353100067 5882	Cafetera-Chld Nut-FoodServ / Marketing Expenses:Food Srv
Fund 13 Total:		59,573.13	59,573.13		

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M68A0354	WLC ARCHITECTS INC	10,000.00	10,000.00	1462050073 6210	DefMaint-DefMntT3-Fac Acq / Building Impr : Architect Fees
M68A0355	WLC ARCHITECTS INC	172,500.00	172,500.00	1462050073 6210	DefMaint-DefMntT3-Fac Acq / Building Impr : Architect Fees
M68A0356	WLC ARCHITECTS INC	9,000.00	9,000.00	1462050073 6210	DefMaint-DefMntT3-Fac Acq / Building Impr : Architect Fees
M68A0357	WLC ARCHITECTS INC	2,769.00	2,769.00	1462050073 6210	DefMaint-DefMntT3-Fac Acq / Building Impr : Architect Fees
M68P3983	GUIDA SURVEYING INC	5,570.00	5,570.00	1462050094 6240	DefMaint-DefMntT3-Fac Acq / Building Impr : Prelim Tests
M68P4118	GROUND PENETRATING RADAR	1,630.00	1,630.00	1462050073 6240	DefMaint-DefMntT3-Fac Acq / Building Impr : Prelim Tests
M68P4119	GUIDA SURVEYING INC	8,080.00	8,080.00	1462050073 6240	DefMaint-DefMntT3-Fac Acq / Building Impr : Prelim Tests
M68P4135	ILLINI COMPANIES DBA COMMERCIA	29,998.00	29,998.00	1462050076 5605	DefMaint-DefMntT3-Fac Acq / Rental, Leases & Repairs:Other
M68P4144	MONTGOMERY HARDWARE CO	10,326.20	4,353.10	1462050074 4405	DefMaint-DefMntT3-Fac Acq / Non-Capitalized Equip: Non-In
			810.00	1462050074 5605	DefMaint-DefMntT3-Fac Acq / Rental, Leases & Repairs:Other
			4,353.10	1462050077 4405	DefMaint-DefMntT3-Fac Acq / Non-Capitalized Equip: Non-In
			810.00	1462050077 5605	DefMaint-DefMntT3-Fac Acq / Rental, Leases & Repairs:Other
Fund 14 Total:		249,873.20	249,873.20		

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M68P3980	GILBERT & STEARNS INC	6,101.52	6,101.52	2598060003 6210	Cap FacI-RMVC DEV-Fac Acq / Building Impr : Architect Fee
M68P4111	DSA (DIVISION OF THE STATE ARC	10,975.75	10,975.75	2598060003 6220	Cap FacI-RMVC DEV-Fac Acq / Building Improvement : DSA
Fund 25 Total:		17,077.27	17,077.27		

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M68P3991	PATRIOT ENVIRONMENTAL LABORATO	790.00	790.00	4098000006 6290	SpecResv-MV Redev-Fac Acq / Building Impr : Inspection
M68P3992	CALIFORNIA TITLE COMPANY	350.00	350.00	4098710005 6245	SpecResv-87-1 Bal AdminExp / Building
M68P4161	SOUTHERN CALIFORNIA EDISON	24,761.87	24,761.87	4098710005 6200	SpecResv-87-1 Bal AdminExp / BUILDINGS & IMPROV OF
Fund 40 Total:		25,901.87	25,901.87		



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M68P3951	STERICYCLE ENVIRONMENTAL	5,828.93	5,828.93	7000000002 5800	PropLiab-Undes-Enterprs / PROF/CONS SERV & OPER
Fund 70 Total:		5,828.93	5,828.93		

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M68P4189	BERGMAN DACEY GOLDSMITH	50,000.00	50,000.00	8699820000 5820	COP 2017-Undes-Fac Acq / Legal Services
Fund 86 Total:		50,000.00	50,000.00		

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M68C0042	GROUND PENETRATING RADAR	1,150.00	1,150.00	8999810015 6240	CFD 90-2-2ndSries-Fac Acq / Building Impr : Prelim Tests
M68C0043	GUIDA SURVEYING INC	8,080.00	8,080.00	8999810015 6240	CFD 90-2-2ndSries-Fac Acq / Building Impr : Prelim Tests
M68C0044	US BANK	1,760.00	1,760.00	8999810012 5800	CFD 90-2-2ndSries-Fac Acq / PROF/CONS SERV & OPER
Fund 89 Total:		10,990.00	10,990.00		

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FROM 02/19/2019 TO 03/18/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M68C0040	GROUND PENETRATING RADAR	8,590.00	8,590.00	9599810008 6240	CFD98-1A Series 2018 / Building Impr : Prelim Tests
Fund 95 Total:		8,590.00	8,590.00		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 04/25/2019

FROM 02/19/2019 TO 03/18/2019

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Total Account Amount:

1,968,415.82

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
from 2/20/2019 to 3/19/2019

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00273050	V68157210 A HERO FOR LIFE	02/20/19		MW	0101-0400-0-5800-0000-7400-000	180.00
68	00273051	V68104351 AUTISM SPECTRUM CONSULTANTS IN	02/20/19		MW	0101-6500-0-5801-5750-1181-000	2,260.00
68	00273052	V68146851 BERRY, SCOTT AND/OR JAIME	02/20/19		MW	0101-6500-0-5802-5750-1180-000	1,344.60
68	00273053	V68115413 BESTGEN, MARY	02/20/19		MW	0101-3010-0-5810-1110-1000-079	750.00
68	00273054	V68150040 BUSINESS INTERPRISE PROFESSION	02/20/19		MW	0101-6512-0-5115-5750-3110-000	1,891.25
68	00273055	V68158311 CALIFORNIA SPECIAL NEEDS LAW G	02/20/19		MW	0101-6500-0-5820-5001-2100-000	16,000.00
68	00273056	V68159012 CCF FLOORING CONTRACTORS INC	02/20/19		MW	0101-8150-0-4500-0000-8110-052	2,302.55
68	00273056	V68159012 CCF FLOORING CONTRACTORS INC	02/20/19		MW	0101-8150-0-5605-0000-8110-052	1,011.00
68	00273057	V68106764 CDWG Inc	02/20/19		MW	0101-0000-0-4405-0000-7400-000	255.45
68	00273057	V68106764 CDWG Inc	02/20/19		MW	0101-0000-0-4405-0000-7690-000	1,231.71
68	00273057	V68106764 CDWG Inc	02/20/19		MW	0101-0000-0-4500-0000-7700-000	195.89
68	00273057	V68106764 CDWG Inc	02/20/19		MW	0101-0002-0-4300-1140-1000-027	117.50
68	00273057	V68106764 CDWG Inc	02/20/19		MW	0101-0400-0-4300-1140-1000-026	671.28
68	00273057	V68106764 CDWG Inc	02/20/19		MW	0101-0400-0-4300-1140-1000-028	671.28
68	00273057	V68106764 CDWG Inc	02/20/19		MW	0101-0755-0-4300-1140-1000-005	175.41
68	00273057	V68106764 CDWG Inc	02/20/19		MW	0101-0755-0-4300-1140-1000-028	671.28
68	00273057	V68106764 CDWG Inc	02/20/19		MW	0101-0755-0-4300-1140-1000-030	2,967.44
68	00273057	V68106764 CDWG Inc	02/20/19		MW	0101-0755-0-4400-1130-1000-055	2,013.85
68	00273058	V68146929 CENTRAL DRUG SYSTEM INC	02/20/19		MW	0101-0400-0-5800-1140-3900-004	1,000.00
68	00273059	V68158826 CHERRY GULCH INC	02/20/19		MW	0101-6500-0-5803-5750-1180-000	4,106.25
68	00273059	V68158826 CHERRY GULCH INC	02/20/19		MW	0101-6512-0-5104-5750-1180-000	1,040.25
68	00273059	V68158826 CHERRY GULCH INC	02/20/19		MW	0101-6512-0-5104-5750-3120-000	5,803.50
68	00273060	V68146234 CINTAS CORPORATION #640	02/20/19		MW	0101-8150-0-5605-0000-8110-000	509.42
68	00273061	V68155323 CLINT AND JOHNETTE MCCALL	02/20/19		MW	0101-6500-0-5800-5750-1180-000	589.59
68	00273062	V68023880 CROWN VALLEY TRANSMISSION	02/20/19		MW	0101-0724-0-5605-5001-3600-000	1,573.63
68	00273063	V68147214 DANIELS TIRE SERVICE INC	02/20/19		MW	0101-0730-0-4600-1110-3600-000	1,565.60
68	00273064	V68152662 DARRON AND MICHELLEA DAVID	02/20/19		MW	0101-6500-0-5800-5770-1190-000	1,050.00
68	00273065	V68159225 DEL SOL SCHOOL INC	02/20/19		MW	0101-6500-0-5802-5750-1180-000	4,212.00
68	00273066	V68026001 DENAULT S HARDWARE	02/20/19		MW	0101-0002-0-4300-1130-1000-054	48.98
68	00273066	V68026001 DENAULT S HARDWARE	02/20/19		MW	0101-0724-0-4600-5001-3600-000	118.51
68	00273067	V68149794 EBBING, CURTIS AND/OR MARYAM	02/20/19		MW	0101-6500-0-5802-5750-1180-000	801.72
68	00273068	V68114771 EBS HEALTHCARE INC DBA EBS EDU	02/20/19		MW	0101-3315-0-5101-5730-1190-000	750.00
68	00273068	V68114771 EBS HEALTHCARE INC DBA EBS EDU	02/20/19		MW	0101-6500-0-5101-5750-1181-000	1,500.00

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68	00273068	V68114771 EBS HEALTHCARE INC DBA EBS EDU	02/20/19		MW	0101-6500-0-5101-5770-1181-000	750.00
68	00273069	V68155142 ECE4AUTISM	02/20/19		MW	0101-6500-0-5102-5750-1180-000	8,460.00
68	00273070	V68155665 EHP SOLUTIONS	02/20/19		MW	0101-3010-0-4300-3200-1000-018	199.34
68	00273071	V68141791 FACTORY MOTOR PARTS	02/20/19		MW	0101-0724-0-4600-5001-3600-000	406.41
68	00273072	V68118205 FASTENAL COMPANY	02/20/19		MW	0101-0730-0-4600-1110-3600-000	1,107.76
68	00273073	V68150202 FOLLETT SCHOOL SOLUTIONS INC	02/20/19		MW	0101-0000-0-4200-1180-2420-089	65.25
68	00273073	V68150202 FOLLETT SCHOOL SOLUTIONS INC	02/20/19		MW	0101-6300-0-4150-1140-1000-000	9,509.22
68	00273074	V68147738 GOVERNMENT FINANCIAL STRATEGIE	02/20/19		MW	0101-0000-0-5800-0000-7300-000	2,109.21
68	00273074	V68147738 GOVERNMENT FINANCIAL STRATEGIE	02/20/19		MW	0101-0900-0-5800-0000-6003-000	1,086.57
68	00273075	V68119631 GROVES, LISA A.	02/20/19		MW	0101-6510-0-5815-5710-3120-000	1,562.50
68	00273076	V68154442 GROWING EDUCATORS INC	02/20/19		MW	0101-0002-0-5800-1130-1000-059	4,000.00
68	00273076	V68154442 GROWING EDUCATORS INC	02/20/19		MW	0101-3010-0-5800-1110-1000-059	2,000.00
68	00273077	V68151531 HD SUPPLY CONSTRUCTION AND	02/20/19		MW	0101-8150-0-4500-0000-8110-000	377.73
68	00273078	V68147116 HD SUPPLY FACILITIES MAINTENAN	02/20/19		MW	0101-8150-0-4500-0000-8110-000	277.09
68	00273079	V68100292 HEAR NOW	02/20/19		MW	0101-3315-0-5801-5730-3150-000	970.70
68	00273079	V68100292 HEAR NOW	02/20/19		MW	0101-3386-0-5801-5710-3150-000	1,456.05
68	00273079	V68100292 HEAR NOW	02/20/19		MW	0101-6500-0-5801-5750-3150-000	2,426.75
68	00273080	V68007500 HENRY SCHEIN INC/MBM	02/20/19		MW	0101-3555-0-4300-3800-1000-006	972.84
68	00273081	V68159479 HOLMES, JENNIFER	02/20/19		MW	0101-0004-0-4114-1180-1000-005	90.00
68	00273082	V68159143 HUCKABY, DEBORAH	02/20/19		MW	0101-6500-0-5213-5750-1110-000	13.34
68	00273083	V68153194 JOHN RIZUTO KILN SERVICE	02/20/19		MW	0101-8150-0-4500-0000-8110-006	120.00
68	00273083	V68153194 JOHN RIZUTO KILN SERVICE	02/20/19		MW	0101-8150-0-5605-0000-8110-006	675.00
68	00273084	V68154584 KOHN, KATIE M	02/20/19		MW	0101-3010-0-5800-7110-1000-113	3,900.00
68	00273085	V68157704 KULKARNI-FISH, MANISHA	02/20/19		MW	0101-0002-0-4500-0000-2700-089	93.35
68	00273086	V68049480 LAKESHORE LEARNING MATERIALS	02/20/19		MW	0101-0002-0-4300-1130-1000-079	71.63
68	00273087	V68152415 LAPPIN, RICHARD	02/20/19		MW	0101-6512-0-5115-5750-3110-000	892.50
68	00273088	V68052878 LAWNMOWERS ETC	02/20/19		MW	0101-8150-0-5605-0000-8120-000	350.20
68	00273089	V68104580 LAWSON PRODUCTS INC	02/20/19		MW	0101-0724-0-4600-5001-3600-000	149.33
68	00273090	V68159480 LLOYD, MARIA	02/20/19		MW	0101-0004-0-4114-1180-1000-005	23.00
68	00273091	V68154767 LUGO, JACQUELINE KAY	02/20/19		MW	0101-6512-0-5115-5750-3110-000	6,607.50
68	00273092	V68155949 MATTHEW WILLIAMS ENTERPRISES L	02/20/19		MW	0101-6500-0-5810-5750-1130-000	2,601.20
68	00273093	V68158477 MOMTAHAN, NANCY NASSEHI AND RO	02/20/19		MW	0101-6500-0-5800-5750-1190-000	479.65
68	00273094	V68021378 NEW HAVEN YOUTH & FAMILY	02/20/19		MW	0101-6500-0-5803-5750-1180-000	1,860.00

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00273094	V680021378 NEW HAVEN YOUTH & FAMILY	02/20/19		MW	0101-6500-0-5803-5750-1180-000	1,910.00
68	00273094	V680021378 NEW HAVEN YOUTH & FAMILY	02/20/19		MW	0101-6500-0-5103-5750-1180-000	110.52
68	00273095	V68157103 NORMATIVE SERVICES iNC	02/20/19		MW	0101-6500-0-5803-5750-1180-000	2,500.00
68	00273095	V68157103 NORMATIVE SERVICES iNC	02/20/19		MW	0101-6500-0-5803-5750-1180-000	1,223.70
68	00273095	V68157103 NORMATIVE SERVICES iNC	02/20/19		MW	0101-6512-0-5104-5750-1180-000	3,042.73
68	00273095	V68157103 NORMATIVE SERVICES iNC	02/20/19		MW	0101-6512-0-5104-5750-3120-000	3,651.27
68	00273096	V68100369 OCEANVIEW SCHOOL	02/20/19		MW	0101-6500-0-5802-5750-1180-000	332.98
68	00273096	V68100369 OCEANVIEW SCHOOL	02/20/19		MW	0101-6500-0-5102-5750-3110-000	220.00
68	00273097	V68155593 Pamela Moldauer	02/20/19		MW	0101-6512-0-5115-5750-3110-000	717.50
68	00273098	V68069674 PARENT INST QUALITY EDUC	02/20/19		MW	0101-4203-0-5800-4760-1000-000	5,800.00
68	00273099	V68158585 PRABHU, MYKA THOMPSON AND WILL	02/20/19		MW	0101-6500-0-5800-5750-1190-000	247.50
68	00273100	V68158600 RISE INTERPRETING INCORPORATED	02/20/19		MW	0101-3315-0-5810-5730-1190-000	2,400.00
68	00273101	V68152132 RYAN JACKSON	02/20/19		MW	0101-6500-0-5800-5750-1190-000	3,950.00
68	00273102	V68078255 SAN DIEGO GAS & ELECTRIC	02/20/19		MW	0101-0000-0-5500-0000-8200-000	209,497.69
68	00273103	V68079190 SANTA MARGARITA WATER	02/20/19		MW	0101-0000-0-5500-0000-8200-000	3,066.87
68	00273104	V68152543 SENECA FAMILY OF AGENCIES	02/20/19		MW	0101-6512-0-5101-5750-3110-000	11,795.00
68	00273105	V68147427 SHACK-LAPPIN, CAROL	02/20/19		MW	0101-6512-0-5115-5750-3110-000	2,337.50
68	00273106	V68111209 SHI INTERNATIONAL CORP	02/20/19		MW	0101-0000-0-5800-0000-7700-000	51,039.40
68	00273107	V68084100 SO CA GAS CO	02/20/19		MW	0101-0000-0-5500-0000-8200-000	2,058.91
68	00273108	V68143011 SOUTH COAST WATER DISTRICT	02/20/19		MW	0101-0000-0-5500-0000-8200-000	2,880.79
68	00273109	V68159440 SPIELVOGEL, JENN	02/20/19		MW	0101-0004-0-4200-1180-2420-063	20.00
68	00273110	V68150055 STAFFREHAB	02/20/19		MW	0101-6500-0-5801-5750-1181-000	385.00
68	00273110	V68150055 STAFFREHAB	02/20/19		MW	0101-6500-0-5801-5770-1181-000	385.00
68	00273111	V68152996 TIMOTHY A ADAMS & ASSOC APLC	02/20/19		MW	0101-6500-0-5820-5001-2100-000	5,000.00
68	00273112	V68115947 TRICIA KARETAS KRANTZ	02/20/19		MW	0101-6512-0-5115-5750-3110-000	1,005.55
68	00273113	V68113260 UCI WRITING PROJECT	02/20/19		MW	0101-3010-0-5215-1110-1000-072	450.00
68	00273113	V68113260 UCI WRITING PROJECT	02/20/19		MW	0101-4035-0-5215-1110-1000-000	4,350.00
68	00273114	V68159477 WACKER, KIMBERLY	02/20/19		MW	0101-0004-0-4200-1180-2420-079	18.00
68	00273117	V68001018 A Z BUS SALES INC	02/21/19		MW	0101-0730-0-4600-1110-3600-000	135.18
68	00273118	V68159497 AKTHER, AYSHA	02/21/19		MW	0101-0000-0-8699-0000-0000-000	420.57
68	00273119	V68145645 ALISO NIGUEL AUTO CARE	02/21/19		MW	0101-8150-0-5605-0000-8230-000	1,945.71
68	00273120	V68109538 ALPHA SOUND AND LIGHTING CO	02/21/19		MW	0101-8150-0-5605-0000-8110-000	344.13
68	00273121	V68150294 AUTOZONE INC	02/21/19		MW	0101-0730-0-4600-1110-3600-000	62.44



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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00273122	V68145214 AVERY DENNISON	02/21/19		MW	0101-0000-0-4400-0000-7700-000	1,441.72
68	00273123	V68076299 BEACH CITIES GLASS INC	02/21/19		MW	0101-0724-0-5605-5001-3600-000	622.02
68	00273124	V68104815 BIO CORPORATION INC	02/21/19		MW	0101-0002-0-4300-1140-1000-006	650.00
68	00273125	V68156387 BRIAN'S MOBILE TIRE AND FLEET	02/21/19		MW	0101-8150-0-4500-0000-8230-000	3,219.70
68	00273126	V68123700 BSN SPORTS	02/21/19		MW	0101-1100-0-4300-1140-4200-001	893.33
68	00273127	V68141660 CAL-STATE AUTO PARTS INC	02/21/19		MW	0101-0724-0-4600-5001-3600-000	446.18
68	00273128	V68106764 CDW/G Inc	02/21/19		MW	0101-0733-0-4300-1110-1000-000	361.65
68	00273129	V68146234 CINTAS CORPORATION #640	02/21/19		MW	0101-0730-0-5800-1110-3600-000	318.58
68	00273129	V68146234 CINTAS CORPORATION #640	02/21/19		MW	0101-0724-0-5800-5001-3600-000	318.60
68	00273130	V68147693 COMPLETE OFFICE OF CA	02/21/19		MW	0101-0000-0-4500-0000-3160-000	51.58
68	00273130	V68147693 COMPLETE OFFICE OF CA	02/21/19		MW	0101-0000-0-4500-0000-7690-000	114.90
68	00273131	V68001404 COSTCO S.J.C.	02/21/19		MW	0101-0002-0-4300-1130-1000-077	231.87
68	00273132	V68023880 CROWN VALLEY TRANSMISSION	02/21/19		MW	0101-0724-0-5605-5001-3600-000	2,262.00
68	00273133	V68024000 CULVER-NEWLIN INC	02/21/19		MW	0101-0400-0-4300-1140-1000-028	21,801.53
68	00273133	V68024000 CULVER-NEWLIN INC	02/21/19		MW	0101-0986-0-4300-0000-6000-028	15,000.00
68	00273133	V68024000 CULVER-NEWLIN INC	02/21/19		MW	0101-0986-0-4300-0000-6000-028	7,879.64
68	00273134	V68036075 W W GRAINGER INC	02/21/19		MW	0101-8150-0-4500-0000-8110-000	5,364.85
68	00273138	V68148751 ALZAMORA, MARTIN OR LUCERO	02/22/19		MW	0101-0724-0-5800-5001-3600-000	303.69
68	00273139	V68153111 ALZUBAIDI, OMAR	02/22/19		MW	0101-0724-0-5800-5001-3600-000	304.85
68	00273140	V68147757 ANIMAL PEST MANAGEMENT SERVICE	02/22/19		MW	0101-0000-0-5605-0000-8220-000	4,090.00
68	00273141	V68159434 ASLAMYAR, MINA NAWABI AND/OR S	02/22/19		MW	0101-0724-0-5800-5001-3600-000	677.76
68	00273142	V68058875 ATKINSON ANDELSON LOYA	02/22/19		MW	0101-0000-0-5820-0000-7150-000	4,776.05
68	00273142	V68058875 ATKINSON ANDELSON LOYA	02/22/19		MW	0101-0000-0-5820-0000-7180-000	405.00
68	00273142	V68058875 ATKINSON ANDELSON LOYA	02/22/19		MW	0101-0000-0-5820-0000-7400-000	6,450.00
68	00273143	V68072496 BAD WOLF PRESS	02/22/19		MW	0101-0002-0-4300-1130-1000-075	96.53
68	00273144	V68150006 BEACON DAY SCHOOL	02/22/19		MW	0101-6500-0-5102-5750-1180-000	9,864.52
68	00273144	V68150006 BEACON DAY SCHOOL	02/22/19		MW	0101-6500-0-5802-5750-1180-000	8,466.95
68	00273145	V68155377 BEBEREIA, DANIEL OR ERIN	02/22/19		MW	0101-0724-0-5800-5001-3600-000	194.88
68	00273146	V68154827 BECKER, ANDREW OR KRISTINA	02/22/19		MW	0101-0724-0-5800-5001-3600-000	295.80
68	00273147	V68157079 CABEL-NEIL, JAMES OR JESSICA	02/22/19		MW	0101-0724-0-5800-5001-3600-000	87.00
68	00273148	V68145221 CALIFORNIA WEEKLY EXPLORER INC	02/22/19		MW	0101-0400-0-5840-1130-1000-055	720.00
68	00273149	V68119648 CAMPCO RECREATION	02/22/19		MW	0101-6010-0-5100-1130-1000-055	13,590.35
68	00273150	V68152287 CAPITOL ADVISORS GROUP LLC	02/22/19		MW	0101-0000-0-5815-0000-7150-000	16,000.00

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00273151	V680017386 CERTIFIED TRANSPORTATION SERVI	02/22/19		MW	0101-1100-0-5838-1140-4200-002	575.00
68	00273151	V68017386 CERTIFIED TRANSPORTATION SERVI	02/22/19		MW	0101-1100-0-5838-1140-4200-003	862.50
68	00273151	V68017386 CERTIFIED TRANSPORTATION SERVI	02/22/19		MW	0101-1100-0-5838-1140-4200-006	758.18
68	00273152	V68159456 CHARLES STILL DBA SECURE LIVE	02/22/19		MW	0101-0000-0-5800-0000-7400-000	4,606.00
68	00273153	V68101521 COLLEGE BOARD	02/22/19		MW	0101-0002-0-4400-0000-2700-006	2,800.00
68	00273154	V68155653 CONVERGEONE INC	02/22/19		MW	0101-0002-0-4300-1130-1000-068	240.00
68	00273154	V68155653 CONVERGEONE INC	02/22/19		MW	0101-0002-0-4300-1130-1000-089	240.00
68	00273154	V68155653 CONVERGEONE INC	02/22/19		MW	0101-0755-0-4300-1140-1000-006	240.00
68	00273155	V68026000 DENAULT S HARDWARE	02/22/19		MW	0101-0400-0-4300-1130-1000-055	339.01
68	00273156	V68144430 DICK, CRAIG OR BILLIE	02/22/19		MW	0101-0724-0-5800-5001-3600-000	208.80
68	00273157	V68157342 DOUCHI, NOUR	02/22/19		MW	0101-0724-0-5800-5001-3600-000	187.92
68	00273158	V68116609 EAGLE PRINT DYNAMICS	02/22/19		MW	0101-0000-0-9321-0000-0000-000	10,397.34
68	00273159	V68036939 ENVIRONMENTAL NATURE CENTER	02/22/19		MW	0101-0400-0-5840-1130-1000-071	675.00
68	00273160	V68141791 FACTORY MOTOR PARTS	02/22/19		MW	0101-0724-0-4600-5001-3600-000	369.00
68	00273161	V68032535 FEDERAL EXPRESS CORP	02/22/19		MW	0101-0000-0-5900-0000-7540-000	171.18
68	00273162	V68149721 FRAIZER, KATHERINE &/OR JERRY	02/22/19		MW	0101-0724-0-5800-5001-3600-000	149.87
68	00273163	V68073437 GANAHL LUMBER CO	02/22/19		MW	0101-8150-0-4500-0000-8110-000	67.25
68	00273164	V68156551 GARCIA, MARIA	02/22/19		MW	0101-0724-0-5800-5001-3600-000	154.51
68	00273165	V68121876 GAU, MARY AND TERRY	02/22/19		MW	0101-0724-0-5800-5001-3600-000	112.92
68	00273166	V68051854 GILBERT & STEARNS INC	02/22/19		MW	0101-8150-0-5605-0000-8110-000	11,511.51
68	00273167	V68157104 GREGERSEN, DAN	02/22/19		MW	0101-0724-0-5800-5001-3600-000	194.88
68	00273168	V68157708 GUTIERREZ, SAUL OR NINA	02/22/19		MW	0101-0724-0-5800-5001-3600-000	111.59
68	00273169	V68152626 HATCH & CESARIO ATTY S AT LAW	02/22/19		MW	0101-6500-0-5820-5001-2100-000	10,190.00
68	00273170	V68158874 HENDERSON, KENNETH	02/22/19		MW	0101-0724-0-5800-5001-3600-000	628.27
68	00273171	V68007500 HENRY SCHEIN INC/MBM	02/22/19		MW	0101-3555-0-4300-3800-1000-002	1,096.62
68	00273172	V68000703 HERTZ, JANA	02/22/19		MW	0101-6500-0-5212-5750-1130-000	0.76
68	00273173	V68152647 HIERONYMUS, PAUL OR DAYLENE	02/22/19		MW	0101-0724-0-5800-5001-3600-000	841.62
68	00273174	V68157262 HIRATE, SHINGO OR BAILA	02/22/19		MW	0101-0724-0-5800-5001-3600-000	116.93
68	00273175	V68059250 HIRSCH PIPE & SUPPLY INC	02/22/19		MW	0101-8150-0-4500-0000-8110-000	72.49
68	00273176	V68118976 HOGGATT, ROBERT OR VERONICA	02/22/19		MW	0101-0724-0-5800-5001-3600-000	310.65
68	00273177	V68153485 IPEVO INC	02/22/19		MW	0101-0400-0-4300-1140-1000-028	428.85
68	00273177	V68153485 IPEVO INC	02/22/19		MW	0101-0755-0-4300-1130-1000-078	428.85
68	00273178	V68046445 JOHNSTONE SUPPLY SANTA ANA	02/22/19		MW	0101-8150-0-4500-0000-8110-000	6,580.02

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68	00273179	V68118865 JONES, DANNY OR NANCY	02/22/19		MW	0101-0724-0-5800-5001-3600-000	417.60
68	00273180	V68157566 JONES, SCOTT OR CECILY	02/22/19		MW	0101-0724-0-5800-5001-3600-000	161.70
68	00273181	V68117759 JOSTENs INC.	02/22/19		MW	0101-0010-0-4500-0000-2700-005	2,880.16
68	00273182	V68157891 KIM, TIM	02/22/19		MW	0101-0724-0-5800-5001-3600-000	122.50
68	00273183	V68152590 KNILANS, JANET OR FRED	02/22/19		MW	0101-0724-0-5800-5001-3600-000	193.26
68	00273184	V68157948 LANE, ROBERT OR CLAUDIA	02/22/19		MW	0101-0724-0-5800-5001-3600-000	303.69
68	00273185	V68104580 LAWSON PRODUCTS INC	02/22/19		MW	0101-0730-0-4600-1110-3600-000	220.54
68	00273186	V68147372 LEISURE CARE REFERRAL AGENCY I	02/22/19		MW	0101-0000-0-5100-0000-3140-000	14,866.25
68	00273187	V68155697 LIDDLE, DREW	02/22/19		MW	0101-0724-0-5800-5001-3600-000	335.24
68	00273188	V68118980 LOCAL JANITORIAL & VACUUM	02/22/19		MW	0101-0000-0-4500-0000-8210-000	472.62
68	00273188	V68118980 LOCAL JANITORIAL & VACUUM	02/22/19		MW	0101-0000-0-5605-0000-8210-000	335.61
68	00273189	V68158822 LOCKMAN, RICHARD OR AILEEN	02/22/19		MW	0101-0724-0-5800-5001-3600-000	307.63
68	00273190	V68056440 MARDAN SCHOOL	02/22/19		MW	0101-6500-0-5802-5750-1180-000	50,916.11
68	00273191	V68146816 MARTINEZ, ROBERTO OR CHRISTINA	02/22/19		MW	0101-0724-0-5800-5001-3600-000	138.04
68	00273192	V68149001 MATHIESEN, DAN OR TARA	02/22/19		MW	0101-0724-0-5800-5001-3600-000	258.91
68	00273193	V68154949 MAZZINI, VICTOR OR YADIRA	02/22/19		MW	0101-0724-0-5800-5001-3600-000	187.92
68	00273194	V68055550 MCGRW-HILL SCHOOL EDUCATION H	02/22/19		MW	0101-6500-0-4400-5770-1190-000	11,999.48
68	00273195	V68143237 MENDOZA, DAMIAN	02/22/19		MW	0101-0724-0-5800-5001-3600-000	443.13
68	00273196	V68144881 MERCURY DISPOSAL SYSTEM INC.	02/22/19		MW	0101-0000-0-5800-0000-8310-000	51.30
68	00273197	V68104419 MHS INC	02/22/19		MW	0101-0000-0-4500-0000-3120-000	398.45
68	00273197	V68104419 MHS INC	02/22/19		MW	0101-6500-0-4500-5001-3120-000	597.68
68	00273198	V68153242 MISUSTIN, JOHN	02/22/19		MW	0101-0400-0-4300-0000-2700-002	217.00
68	00273199	V68149740 MOHEB, MEHRDAD	02/22/19		MW	0101-0724-0-5800-5001-3600-000	94.66
68	00273200	V68159502 MONTEMAYOR, OSCAR	02/22/19		MW	0101-0724-0-5800-5001-3600-000	237.57
68	00273201	V68121862 NCS PEARSON INC.	02/22/19		MW	0101-0000-0-4500-0000-3120-000	1,315.76
68	00273201	V68121862 NCS PEARSON INC.	02/22/19		MW	0101-6500-0-4500-5001-3120-000	1,973.64
68	00273202	V68156289 O'NEILL, JENNIFER OR KENNETH	02/22/19		MW	0101-0724-0-5800-5001-3600-000	300.67
68	00273203	V68105372 ORANGE COUNTY THERAPY SERVICE	02/22/19		MW	0101-3315-0-5101-5730-3140-000	6,440.00
68	00273203	V68105372 ORANGE COUNTY THERAPY SERVICE	02/22/19		MW	0101-6500-0-5101-5750-3141-000	6,440.00
68	00273203	V68105372 ORANGE COUNTY THERAPY SERVICE	02/22/19		MW	0101-6500-0-5101-5770-3141-000	8,000.00
68	00273204	V68104451 ORANGE COUNTY ZOO	02/22/19		MW	0101-0002-0-5840-1130-1000-049	56.00
68	00273205	V68153984 ORBAKER, KEVIN or DANA	02/22/19		MW	0101-0724-0-5800-5001-3600-000	112.75
68	00273206	V68116957 PALI INSTITUTE INC	02/22/19		MW	0101-0400-0-5840-1130-1000-056	16,820.00

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68	00273207	V68116957 PALI INSTITUTE INC	02/22/19		MW	0101-0400-0-5840-1130-1000-074	15,515.00
68	00273208	V68068227 PARKHOUSE TIRE INC.	02/22/19		MW	0101-0724-0-4600-5001-3600-000	2,227.52
68	00273209	V68153564 PATON MILLER LLC DBA	02/22/19		MW	0101-0400-0-4300-1140-1000-002	351.50
68	00273210	V68156290 PATTERSON, JACQUELINE	02/22/19		MW	0101-0724-0-5800-5001-3600-000	155.40
68	00273211	V68156525 POOL WATER RECYCLING LLC	02/22/19		MW	0101-8150-0-5605-0000-8110-000	2,500.00
68	00273212	V68150715 PORTVIEW PREPARATORY INC	02/22/19		MW	0101-6500-0-5102-5750-1180-000	84,708.30
68	00273212	V68150715 PORTVIEW PREPARATORY INC	02/22/19		MW	0101-6500-0-5802-5750-1180-000	11,775.00
68	00273213	V68106119 PROFESSIONAL TUTORS OF AMERICA	02/22/19		MW	0101-3010-0-5100-1110-1000-000	6,226.00
68	00273213	V68106119 PROFESSIONAL TUTORS OF AMERICA	02/22/19		MW	0101-3010-0-5810-1110-1000-000	12,424.00
68	00273213	V68106119 PROFESSIONAL TUTORS OF AMERICA	02/22/19		MW	0101-4510-0-5810-1110-1000-000	1,815.00
68	00273214	V68071608 PRUDENTIAL OVERALL SUPPLY	02/22/19		MW	0101-0000-0-5800-0000-7550-000	44.32
68	00273214	V68071608 PRUDENTIAL OVERALL SUPPLY	02/22/19		MW	0101-0002-0-4300-5750-1110-049	44.83
68	00273215	V68071950 QUALITY TOWING	02/22/19		MW	0101-0724-0-5800-5001-3600-000	289.00
68	00273215	V68071950 QUALITY TOWING	02/22/19		MW	0101-8150-0-5800-0000-8230-000	134.00
68	00273216	V68141300 REDING, CLAIRE AND/OR SHAD	02/22/19		MW	0101-0724-0-5800-5001-3600-000	364.73
68	00273217	V68155758 REFRIGERATION CONTROL COMPANY	02/22/19		MW	0101-8150-0-5605-0000-8110-000	8,698.12
68	00273218	V68158823 RODRIGUEZ GUZMAN, HIRAM	02/22/19		MW	0101-0724-0-5800-5001-3600-000	90.22
68	00273219	V68145726 ROLING, ROGER AND/OR MIKAIL	02/22/19		MW	0101-0724-0-5800-5001-3600-000	141.98
68	00273220	V68158592 SCIENCE ON THE GO INC.	02/22/19		MW	0101-0400-0-5800-1130-1000-081	1,500.00
68	00273221	V68081580 SEPULVEDA BUILDING MATERIALS	02/22/19		MW	0101-0000-0-4500-0000-8220-000	274.76
68	00273222	V68158589 SHEEHAN, JOHN OR EMILY	02/22/19		MW	0101-0724-0-5800-5001-3600-000	211.12
68	00273223	V68104414 SHRED-IT USA LLC	02/22/19		MW	0101-0000-0-5800-0000-7540-000	687.96
68	00273224	V68083350 SMART & FINAL **SCHOOL SITES**	02/22/19		MW	0101-0002-0-4300-1130-1000-054	56.88
68	00273225	V68122583 SMOG EXPRESS	02/22/19		MW	0101-8150-0-5800-0000-8230-000	213.85
68	00273226	V68157226 SONOVA USA INC	02/22/19		MW	0101-6500-0-4500-5750-3150-000	73.87
68	00273227	V68150071 SPECTRUM CENTER ROSSIER PARK	02/22/19		MW	0101-6500-0-5102-5750-1180-000	4,103.78
68	00273227	V68150071 SPECTRUM CENTER ROSSIER PARK	02/22/19		MW	0101-6500-0-5802-5750-1180-000	13,387.69
68	00273228	V68145728 STARFALL EDUCATION FOUNDATION	02/22/19		MW	0101-0400-0-5300-1130-1000-087	270.00
68	00273229	V68148019 SUNBELT STAFFING LLC	02/22/19		MW	0101-6500-0-5101-5750-1181-000	6,504.00
68	00273229	V68148019 SUNBELT STAFFING LLC	02/22/19		MW	0101-6500-0-5101-5770-1181-000	6,504.00
68	00273230	V68088864 SUPER DUPER INC.	02/22/19		MW	0101-6500-0-4500-5001-3150-000	2,302.55
68	00273231	V68089320 TARGET SPECIALTY PRODUCTS	02/22/19		MW	0101-0000-0-4500-0000-8220-000	3,029.47
68	00273232	V68151273 TOWNSEND, DERIK OR TAMARA	02/22/19		MW	0101-0724-0-5800-5001-3600-000	162.40

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68	00273233	V68103757 TRIPLE A PUMPING & JETTING INC	02/22/19		MW	0101-8150-0-5605-0000-8110-000	2,817.00
68	00273234	V68147300 TUTTLE CLICK FORD LINCOLN	02/22/19		MW	0101-0724-0-5605-5001-3600-000	883.73
68	00273234	V68147300 TUTTLE CLICK FORD LINCOLN	02/22/19		MW	0101-8150-0-4500-0000-8230-000	157.41
68	00273235	V68093334 UNITED RENTALS	02/22/19		MW	0101-8150-0-5605-0000-8110-000	1,230.02
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0000-0-8699-0000-0000-000	7.29
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0000-0-5800-0000-7180-000	4,158.00
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4500-0000-2700-028	39.80
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4500-0000-2700-068	0.00
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4300-1130-1000-054	59.00
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4300-1130-1000-063	115.40
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4300-1130-1000-075	74.95
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4300-1130-1000-089	411.24
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4300-1140-1000-002	73.62
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4300-1140-1000-002	24.77
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4300-1140-1000-002	314.68
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4300-1140-1000-005	211.19
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4200-1140-1000-006	461.26
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4300-1140-1000-029	256.67
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0002-0-4300-3200-1000-018	36.12
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0010-0-4300-1140-1000-000	519.30
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4500-0000-2700-005	9.99
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4500-0000-2700-024	91.98
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4300-1130-1000-052	6.99
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4300-1130-1000-054	87.59
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4500-1130-1000-054	25.17
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4300-1130-1000-055	250.88
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4300-1130-1000-073	14.99
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4300-1130-1000-083	921.82
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4300-1140-1000-002	1,619.48
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4300-1140-1000-003	1,565.50
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4300-1140-1000-005	543.20
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4300-1140-1000-021	1,999.83
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4400-1140-1000-021	1,999.82

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68	00273236	V68118382 US BANK	02/22/19		MW	0101-0400-0-4300-1140-1000-024	2,119.74
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0755-0-4300-1130-1000-055	599.85
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0755-0-4500-0000-2700-055	38.70
68	00273236	V68118382 US BANK	02/22/19		MW	0101-0790-0-4500-0000-2100-000	79.00
68	00273236	V68118382 US BANK	02/22/19		MW	0101-3555-0-4300-3800-1000-002	912.65
68	00273236	V68118382 US BANK	02/22/19		MW	0101-3555-0-4300-3800-1000-005	464.73
68	00273236	V68118382 US BANK	02/22/19		MW	0101-4127-0-4500-0000-2100-000	112.55
68	00273236	V68118382 US BANK	02/22/19		MW	0101-4203-0-5216-4760-2100-000	0.00
68	00273236	V68118382 US BANK	02/22/19		MW	0101-6300-0-4300-1110-1000-000	-2.40
68	00273236	V68118382 US BANK	02/22/19		MW	0101-6500-0-4500-5750-3140-000	31.72
68	00273236	V68118382 US BANK	02/22/19		MW	0101-6500-0-4300-5770-1190-000	9.37
68	00273236	V68118382 US BANK	02/22/19		MW	0101-6500-0-4500-5770-3140-000	39.99
68	00273237	V68146077 WEST COAST ARBORISTS INC.	02/22/19		MW	0101-0000-0-5605-0000-8220-000	720.00
68	00273238	V68146230 WESTERN PUMP INC	02/22/19		MW	0101-0724-0-5605-5001-3600-000	1,596.36
68	00273239	V68157174 WILDLIFE LEARNING CENTER	02/22/19		MW	0101-0400-0-5800-1130-1000-063	675.00
68	00273240	V68153510 YMCA OF ORANGE COUNTY	02/22/19		MW	0101-3010-0-5800-1110-1000-072	6,366.67
68	00273261	V68157721 CANON FINANCIAL SERVICES INC.	02/25/19		MW	0101-0000-0-5600-1110-1000-099	7,701.52
68	00273262	V68156744 PERFORMANCE PRODUCTION SERVICE	02/25/19		MW	0101-0000-0-5800-0000-7180-000	10,000.00
68	00273263	V68026328 RINCON TRUCK PARTS	02/25/19		MW	0101-0730-0-4600-1110-3600-000	11,198.30
68	00273264	V68101222 SANTA MARGARITA FORD	02/25/19		MW	0101-0730-0-4600-1110-3600-000	606.65
68	00273264	V68101222 SANTA MARGARITA FORD	02/25/19		MW	0101-0724-0-4600-5001-3600-000	6,660.02
68	00273265	V68050288 SPICERS PAPER INC	02/25/19		MW	0101-0000-0-4500-0000-7550-000	5,112.90
68	00273266	V68122588 1ST JON INC	02/26/19		MW	0101-8150-0-5605-0000-8110-000	469.26
68	00273267	V68158799 4IMPRINT INC.	02/26/19		MW	0101-0002-0-4500-0000-2700-079	341.26
68	00273267	V68158799 4IMPRINT INC.	02/26/19		MW	0101-0400-0-4500-0000-2700-079	794.27
68	00273268	V68001018 A Z BUS SALES INC	02/26/19		MW	0101-0730-0-4600-1110-3600-000	154,348.35
68	00273268	V68001018 A Z BUS SALES INC	02/26/19		MW	0101-0730-0-4600-1110-3600-000	250.00
68	00273269	V68001470 AARDVARK CLAY & SUPPLIES INC	02/26/19		MW	0101-0002-0-4300-1140-1000-003	174.77
68	00273270	V68143967 ADAMSON, CORAL	02/26/19		MW	0101-3315-0-5212-5730-1110-000	71.63
68	00273270	V68143967 ADAMSON, CORAL	02/26/19		MW	0101-6500-0-5212-5750-1110-000	71.63
68	00273271	V68155761 ADVANCED CHEMICAL TECHNOLOGY I	02/26/19		MW	0101-8150-0-5605-0000-8110-000	839.04
68	00273272	V68100691 ANTONIUS, TERRY	02/26/19		MW	0101-0400-0-4300-1130-1000-064	65.05
68	00273273	V68004448 ASSOCIATED BUSINESS PRODUCTS	02/26/19		MW	0101-8150-0-5605-0000-8110-000	88.47

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68	00273274	V68150172 ASSURED FIRE SYSTEMS INC	02/26/19		MW	0101-8150-0-5605-0000-8110-000	500.00
68	00273275	V68116293 AVERA, STEPHANIE	02/26/19		MW	0101-0000-0-5213-0000-7700-000	344.35
68	00273276	V68036590 B & H PHOTOGRAPHY	02/26/19		MW	0101-0002-0-4300-1140-1000-002	-95.20
68	00273276	V68036590 B & H PHOTOGRAPHY	02/26/19		MW	0101-3555-0-4300-3800-1000-001	1,195.00
68	00273277	V68155250 BACOPULOS, DANA	02/26/19		MW	0101-3315-0-5212-5730-1110-000	54.81
68	00273277	V68155250 BACOPULOS, DANA	02/26/19		MW	0101-6500-0-5212-5750-1110-000	54.81
68	00273278	V68006981 BEE MAN, THE	02/26/19		MW	0101-0000-0-5605-0000-8220-000	325.00
68	00273279	V68101187 BIO-RAD LABORATORIES INC	02/26/19		MW	0101-0002-0-4300-1140-1000-005	179.64
68	00273280	V68080648 BLAND, LISA	02/26/19		MW	0101-5640-0-5215-5750-1190-000	18.53
68	00273281	V68159488 BOON, CATHY	02/26/19		MW	0101-0002-0-5213-0000-2700-077	15.08
68	00273282	V68112956 BRUNTON, MICHELLE	02/26/19		MW	0101-1102-0-5212-1160-1000-000	95.12
68	00273283	V68123700 BSN SPORTS	02/26/19		MW	0101-1100-0-4300-1140-4200-002	274.34
68	00273284	V68156499 BURNS, MARITA	02/26/19		MW	0101-0000-0-5212-1110-1000-000	99.18
68	00273285	V68159007 BURNSTEIN, REBECCA AND JEREMY	02/26/19		MW	0101-6500-0-5800-5750-1190-000	16,141.62
68	00273286	V68119470 CAPISTRANO CRANE SERVICE	02/26/19		MW	0101-8150-0-5605-0000-8110-000	1,200.00
68	00273287	V68114965 CARD INTEGRATORS CORP	02/26/19		MW	0101-0730-0-4600-1110-3600-000	3,162.48
68	00273287	V68114965 CARD INTEGRATORS CORP	02/26/19		MW	0101-0724-0-4600-5001-3600-000	1,355.35
68	00273288	V68156221 Castro, Edgar	02/26/19		MW	0101-0004-0-4114-1180-1000-001	26.00
68	00273289	V68106764 CDWG Inc	02/26/19		MW	0101-6500-0-4300-5750-1190-000	287.47
68	00273289	V68106764 CDWG Inc	02/26/19		MW	0101-6500-0-4300-5770-1190-000	361.65
68	00273289	V68106764 CDWG Inc	02/26/19		MW	0101-9030-0-4500-0000-7700-000	772.79
68	00273290	V68019307 CHAMBERLAIN, DAVID	02/26/19		MW	0101-0790-0-5213-0000-2100-000	12.76
68	00273291	V68150267 CHICAS, CARLOS	02/26/19		MW	0101-0730-0-5213-1110-3600-000	548.27
68	00273292	V68147395 CHILDREN'S PROMISE INC DBA MIC	02/26/19		MW	0101-6500-0-5820-5001-2100-000	8,000.00
68	00273293	V68151219 CI SOLUTIONS	02/26/19		MW	0101-0000-0-4500-0000-7550-000	569.91
68	00273294	V68108311 CINTAS CORPORATION	02/26/19		MW	0101-0730-0-4500-1110-3600-000	149.40
68	00273294	V68108311 CINTAS CORPORATION	02/26/19		MW	0101-0724-0-4500-5001-3600-000	64.03
68	00273295	V68119525 CUNNINGHAM, CHADWICK	02/26/19		MW	0101-1102-0-5212-1160-1000-000	95.12
68	00273296	V68105883 DAVE BANG ASSOCIATES INC	02/26/19		MW	0101-0002-0-4300-1130-1000-084	1,988.52
68	00273296	V68105883 DAVE BANG ASSOCIATES INC	02/26/19		MW	0101-8150-0-5605-0000-8110-000	1,694.10
68	00273297	V68158503 DAVIS, HALLE	02/26/19		MW	0101-1102-0-5212-1160-1000-000	75.98
68	00273298	V68064188 DELL COMPUTER	02/26/19		MW	0101-0002-0-4500-0000-2700-081	88.88
68	00273298	V68064188 DELL COMPUTER	02/26/19		MW	0101-0002-0-4500-0000-2700-087	0.00

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68	00273298	V68064188 DELL COMPUTER	02/26/19		MW	0101-0002-0-4300-1130-1000-068	95.90
68	00273298	V68064188 DELL COMPUTER	02/26/19		MW	0101-6500-0-4400-5770-1190-000	128.64
68	00273299	V68154527 ECKHARDT, JON	02/26/19		MW	0101-6500-0-5800-5750-1190-000	23,536.03
68	00273300	V68153366 EILER, CHRISTINE	02/26/19		MW	0101-3315-0-5212-5730-1110-000	41.18
68	00273300	V68153366 EILER, CHRISTINE	02/26/19		MW	0101-6500-0-5212-5750-1110-000	41.18
68	00273301	V68120623 ELKINS, KAREN	02/26/19		MW	0101-0000-0-5213-0000-3140-000	172.23
68	00273302	V68117295 ELLIS, SHAWNA	02/26/19		MW	0101-1102-0-5212-1160-1000-000	104.40
68	00273303	V68150929 ESPECIAL NEEDS LLC	02/26/19		MW	0101-6500-0-4500-5770-3140-000	31.85
68	00273304	V68152560 EVANS, SHARON	02/26/19		MW	0101-1102-0-5212-1160-1000-000	98.02
68	00273305	V68032535 FEDERAL EXPRESS CORP	02/26/19		MW	0101-0000-0-5900-0000-7540-000	158.41
68	00273306	V68151472 FITZHUGH, MARLENE	02/26/19		MW	0101-0790-0-5213-4760-2100-000	29.80
68	00273307	V68032920 FLAGHOUSE INC	02/26/19		MW	0101-0400-0-4300-1130-1000-052	2,884.27
68	00273308	V68032964 FLINN SCIENTIFIC INC	02/26/19		MW	0101-0400-0-4300-1140-1000-005	783.95
68	00273309	V68032960 FOAM N FABRICS INC	02/26/19		MW	0101-0724-0-4600-5001-3600-000	2,334.51
68	00273310	V68101760 GARRITY, TIM	02/26/19		MW	0101-0010-0-5215-1140-1000-002	1,209.06
68	00273311	V68152545 GAYLE M PARIDE	02/26/19		MW	0101-0000-0-5800-0000-7180-000	7,880.00
68	00273312	V68061473 GELSINGER, STEVE	02/26/19		MW	0101-6500-0-5213-5001-2700-000	88.74
68	00273313	V68120038 GILL, ARVINDER	02/26/19		MW	0101-6500-0-5212-5730-1110-000	139.20
68	00273314	V68105417 GINSBERG-BROWN, CLAUDIA	02/26/19		MW	0101-6500-0-5213-5001-2100-000	29.00
68	00273315	V68158506 GOSSAGE, SAMANTHA	02/26/19		MW	0101-1102-0-5212-1160-1000-000	23.20
68	00273316	V68152588 GRAY, MONTSE	02/26/19		MW	0101-0790-0-5213-4760-2100-000	59.16
68	00273317	V68105696 HAACK, KATHI	02/26/19		MW	0101-1102-0-5212-1160-1000-000	49.88
68	00273318	V68148654 HAMPTON, CLARK	02/26/19		MW	0101-0000-0-5216-0000-7520-000	244.02
68	00273319	V68159221 HANDLEY, RHETT	02/26/19		MW	0101-6500-0-5800-5750-1190-000	15,846.00
68	00273320	V68158628 HANLEY, KIMBERLY	02/26/19		MW	0101-3010-0-5213-1110-2100-000	35.96
68	00273321	V68156485 HARE, CHRISTINA	02/26/19		MW	0101-0790-0-5213-4760-2100-000	31.32
68	00273322	V68144735 HARVEY, LAUREN	02/26/19		MW	0101-1102-0-5212-1160-1000-000	42.34
68	00273323	V68154838 HAYDEN, CAROLYN	02/26/19		MW	0101-6500-0-4300-5750-1190-000	58.93
68	00273324	V68159489 HERBERT, ASHLEY	02/26/19		MW	0101-0000-0-5212-1110-1000-000	46.40
68	00273325	V68159473 HERNANDEZ, TELLO	02/26/19		MW	0101-8150-0-5213-0000-8110-000	54.52
68	00273326	V68106867 HILL, DAWN	02/26/19		MW	0101-6500-0-5212-5750-1110-000	104.40
68	00273327	V68041995 HOUGHTON MIFFLIN HARCOURT PUBL	02/26/19		MW	0101-0010-0-5800-1140-1000-000	2,450.00
68	00273328	V68145643 HOWARD, ANDREA	02/26/19		MW	0101-1102-0-5212-1160-1000-000	83.52



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68	00273329	V68152498 HUNKER, WILLIAM	02/26/19		MW	0101-1102-0-5212-1160-1000-000	125.86
68	00273330	V68154526 IMAGE APPAREL FOR BUSINESS INC	02/26/19		MW	0101-0730-0-4500-1110-3600-000	44.59
68	00273330	V68154526 IMAGE APPAREL FOR BUSINESS INC	02/26/19		MW	0101-0724-0-4500-5001-3600-000	29.73
68	00273331	V68120118 IMSLAND, TRACEY	02/26/19		MW	0101-0000-0-5213-0000-3120-000	79.57
68	00273331	V68120118 IMSLAND, TRACEY	02/26/19		MW	0101-3315-0-5213-5730-3120-000	79.57
68	00273331	V68120118 IMSLAND, TRACEY	02/26/19		MW	0101-6510-0-5213-5710-3120-000	39.79
68	00273332	V68154824 JEREMY AND BONNIE SHIVELY	02/26/19		MW	0101-6500-0-5800-5750-1190-000	35,875.00
68	00273333	V68149739 JTAYLOR EDUCATION	02/26/19		MW	0101-3010-0-4300-1110-1000-079	47.52
68	00273334	V68062513 KELLY PAPER COMPANY	02/26/19		MW	0101-0000-0-4500-0000-7550-000	195.63
68	00273335	V68143325 KENNEY, ROBERT AND MARIE	02/26/19		MW	0101-6500-0-5800-5750-1190-000	7,084.00
68	00273336	V68111751 KERR, LISA	02/26/19		MW	0101-0010-0-5215-1140-1000-000	85.84
68	00273337	V68047970 KNORR SYSTEMS INC	02/26/19		MW	0101-8150-0-5605-0000-8110-000	780.00
68	00273338	V68100711 LANGE, KATHLEEN	02/26/19		MW	0101-0000-0-5213-0000-7300-000	134.17
68	00273339	V68153122 LARRY'S BUILDING MATERIALS	02/26/19		MW	0101-0000-0-4500-0000-8220-000	843.68
68	00273340	V68120643 LAW OFFICE OF ANDREA M TYTELL	02/26/19		MW	0101-0065-0-5820-0000-2100-000	10,000.00
68	00273341	V68103862 LEGOLAND CALIFORNIA LLC	02/26/19		MW	0101-0400-0-5840-1130-1000-053	659.43
68	00273342	V68159514 LEWIS, KATHLEEN	02/26/19		MW	0101-6500-0-4300-5750-1190-000	243.65
68	00273343	V68108708 LEWIS, SHARON A.	02/26/19		MW	0101-3315-0-5212-5730-1110-000	48.72
68	00273343	V68108708 LEWIS, SHARON A.	02/26/19		MW	0101-6500-0-5212-5750-1110-000	48.72
68	00273344	V68101342 MANOS, MARY	02/26/19		MW	0101-0010-0-5213-0000-2100-000	29.00
68	00273345	V68001743 MARCUS, BRUCE	02/26/19		MW	0101-1102-0-5212-1160-1000-000	89.90
68	00273346	V68157897 MASTERS, ERIN	02/26/19		MW	0101-6512-0-5216-5750-3120-000	2,792.35
68	00273347	V68117593 MCKEE, DANISE	02/26/19		MW	0101-3315-0-5212-5730-1110-000	37.12
68	00273347	V68117593 MCKEE, DANISE	02/26/19		MW	0101-6500-0-5212-5750-1110-000	37.12
68	00273348	V68154583 MEDINA, ALISSA	02/26/19		MW	0101-1102-0-5212-1160-1000-000	44.08
68	00273349	V68159511 MEDINA, OLGA	02/26/19		MW	0101-0004-0-4114-1180-1000-005	20.00
68	00273350	V68151062 MICKLE, JACQUELINE	02/26/19		MW	0101-3315-0-5212-5730-1110-000	47.27
68	00273350	V68151062 MICKLE, JACQUELINE	02/26/19		MW	0101-6500-0-5212-5750-1110-000	47.27
68	00273351	V68159524 MIYAZONO, MORGAN T.	02/26/19		MW	0101-3010-0-5215-1110-1000-072	106.85
68	00273352	V68152859 MONICO, MARGARA	02/26/19		MW	0101-0010-0-5213-0000-2100-000	67.28
68	00273353	V68144381 MORAND-DANIEL, CARA	02/26/19		MW	0101-3315-0-5212-5730-1110-000	49.59
68	00273353	V68144381 MORAND-DANIEL, CARA	02/26/19		MW	0101-6500-0-5212-5750-1110-000	49.59
68	00273354	V68153846 NALBACH, CHRISTINA	02/26/19		MW	0101-0790-0-5216-0000-3110-000	53.63

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68	00273355	V68159229 NANTON, ROBERT	02/26/19		MW	0101-1102-0-5212-1160-1000-000	89.90
68	00273356	V68107931 NASON, KIM	02/26/19		MW	0101-1102-0-5212-1160-1000-000	83.52
68	00273357	V68154401 NETH, JESSICA	02/26/19		MW	0101-3410-0-5212-5750-1190-000	129.92
68	00273358	V68153365 NORMAN, TED	02/26/19		MW	0101-0000-0-5216-0000-7690-000	35.00
68	00273359	V68159513 OLSEN, KATHERINE	02/26/19		MW	0101-0004-0-4200-1180-2420-067	17.00
68	00273360	V68111194 PALMER, STRATTON	02/26/19		MW	0101-6500-0-5212-5750-1110-000	104.40
68	00273361	V68159490 PARBHAKAR, RISHI	02/26/19		MW	0101-1102-0-5212-1160-1000-000	156.02
68	00273362	V68159505 PATTEE, TANYA	02/26/19		MW	0101-0501-0-5216-0000-2700-000	69.60
68	00273363	V68159487 Peterson, Christine	02/26/19		MW	0101-6500-0-5212-5750-1130-000	13.92
68	00273364	V68104866 PORZUCZEK, KARIN	02/26/19		MW	0101-0000-0-5212-1140-1000-026	62.64
68	00273364	V68104866 PORZUCZEK, KARIN	02/26/19		MW	0101-0000-0-5212-1140-1000-030	41.76
68	00273365	V68158633 ROBERTSON, GRANT	02/26/19		MW	0101-0004-0-4114-1180-1000-027	90.00
68	00273366	V68158638 ROMERO, ANDREA	02/26/19		MW	0101-1102-0-5212-1160-1000-000	19.72
68	00273367	V68151087 SANTOKE, MAHRIN	02/26/19		MW	0101-1102-0-5212-1160-1000-000	75.98
68	00273368	V68145390 SCHOOLER, DEBORAH	02/26/19		MW	0101-3315-0-5212-5730-1110-000	49.01
68	00273368	V68145390 SCHOOLER, DEBORAH	02/26/19		MW	0101-6500-0-5212-5750-1110-000	49.01
68	00273369	V68116057 SHAH, RANA	02/26/19		MW	0101-3315-0-5213-5730-3110-000	81.66
68	00273369	V68116057 SHAH, RANA	02/26/19		MW	0101-3386-0-5213-5710-3110-000	20.42
68	00273370	V68140518 SINGLETON-TADEMY, ANN	02/26/19		MW	0101-0000-0-5216-0000-3160-000	276.25
68	00273371	V68119872 SLIPAKOFF, ROBYN	02/26/19		MW	0101-5640-0-5216-5001-3150-000	255.11
68	00273372	V68117671 SNOWDEN, MARYBETH (SAMMIE)	02/26/19		MW	0101-6520-0-4300-5750-1190-000	83.50
68	00273373	V68084100 SO CA GAS CO	02/26/19		MW	0101-0000-0-5500-0000-8200-000	17,063.67
68	00273374	V68148580 SOLIANT HEALTH INC	02/26/19		MW	0101-6500-0-5801-5750-1181-000	3,805.50
68	00273374	V68148580 SOLIANT HEALTH INC	02/26/19		MW	0101-6500-0-5801-5770-1181-000	3,805.50
68	00273375	V68155883 STANLEY, DAWN	02/26/19		MW	0101-0400-0-4500-0000-2700-004	31.58
68	00273376	V68159509 STETTER, MICHAEL OR KIM	02/26/19		MW	0101-0004-0-4114-1180-1000-005	23.00
68	00273377	V68150986 STEVER, JANELLE	02/26/19		MW	0101-6500-0-5213-5001-2700-000	113.91
68	00273378	V68145337 TAYLOR, JULIE	02/26/19		MW	0101-6500-0-5212-5750-1110-000	68.26
68	00273379	V68148632 TERPSTRA, TRACI	02/26/19		MW	0101-5640-0-5213-5750-1190-000	20.88
68	00273380	V68156596 THE JOY FACTORY INC	02/26/19		MW	0101-6500-0-4300-5750-1190-000	64.77
68	00273381	V68158305 THOMAS, JANICE	02/26/19		MW	0101-0002-0-4500-0000-2700-025	51.66
68	00273382	V68113260 UCI WRITING PROJECT	02/26/19		MW	0101-3010-0-5216-0000-2100-000	450.00
68	00273383	V68102669 VOSS, MICHELLE	02/26/19		MW	0101-1102-0-5212-1160-1000-000	122.96

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68	00273384	V68057505 WENTZEL, KORY	02/26/19		MW	0101-1102-0-5212-1160-1000-000	117.74
68	00273385	V68144672 WESTON, KELLY	02/26/19		MW	0101-3315-0-5212-5730-1110-000	29.00
68	00273385	V68144672 WESTON, KELLY	02/26/19		MW	0101-6500-0-5212-5750-1110-000	29.00
68	00273386	V68155130 WHEELER, ANTOINETTE T	02/26/19		MW	0101-6500-0-5213-5001-2700-000	105.56
68	00273387	V68145723 WHITING, SUSAN	02/26/19		MW	0101-6500-0-4500-5750-2700-000	21.52
68	00273393	V68157210 A HERO FOR LIFE	02/27/19		MW	0101-0400-0-5800-0000-7400-000	1,215.00
68	00273394	V68106070 AT&T	02/27/19		MW	0101-0730-0-5605-1110-3600-000	1,400.99
68	00273394	V68106070 AT&T	02/27/19		MW	0101-0724-0-5605-5001-3600-000	1,400.98
68	00273395	V68144684 BIOMETRICS4ALL INC	02/27/19		MW	0101-0000-0-5800-0000-7400-000	34.50
68	00273396	V68011288 BRODART CO	02/27/19		MW	0101-6300-0-4300-1110-1000-000	122.82
68	00273397	V68004713 CA WEEKLY EXPLORER INC	02/27/19		MW	0101-0400-0-5800-1130-1000-068	390.00
68	00273398	V68004713 CA WEEKLY EXPLORER INC	02/27/19		MW	0101-0400-0-5800-1130-1000-068	720.00
68	00273399	V68145221 CALIFORNIA WEEKLY EXPLORER INC	02/27/19		MW	0101-0400-0-5800-1130-1000-078	60.00
68	00273400	V68145221 CALIFORNIA WEEKLY EXPLORER INC	02/27/19		MW	0101-0400-0-5800-1130-1000-078	660.00
68	00273401	V68145221 CALIFORNIA WEEKLY EXPLORER INC	02/27/19		MW	0101-0400-0-5800-1130-1000-078	1,110.00
68	00273402	V68145221 CALIFORNIA WEEKLY EXPLORER INC	02/27/19		MW	0101-0400-0-4300-1130-1000-087	390.00
68	00273403	V68157721 CANON FINANCIAL SERVICES INC.	02/27/19		MW	0101-0000-0-5600-1110-1000-099	47,318.62
68	00273404	V68151411 CAPISTRANO USD	02/27/19		MW	0101-8150-0-5800-0000-8110-000	75,000.00
68	00273405	V68106764 CDWG Inc	02/27/19		MW	0101-0755-0-4300-1130-1000-081	6,039.51
68	00273405	V68106764 CDWG Inc	02/27/19		MW	0101-3010-0-4300-1110-1000-021	2,716.12
68	00273405	V68106764 CDWG Inc	02/27/19		MW	0101-0730-0-4500-1110-3600-000	203.71
68	00273405	V68106764 CDWG Inc	02/27/19		MW	0101-0724-0-4500-5001-3600-000	475.32
68	00273406	V68153592 CJT ENTERPRISES INC.	02/27/19		MW	0101-6500-0-4405-5750-3140-000	4,145.84
68	00273407	V68151121 DANIELS, MARK & KATHRYN	02/27/19		MW	0101-6500-0-5800-5750-1180-000	3,957.05
68	00273408	V68064188 DELL COMPUTER	02/27/19		MW	0101-0002-0-4300-1130-1000-068	88.88
68	00273409	V68101114 DEPT OF JUSTICE	02/27/19		MW	0101-0000-0-5800-0000-7400-000	2,268.00
68	00273410	V68028500 DUNN-EDWARDS CORP	02/27/19		MW	0101-8150-0-4500-0000-8110-000	2,638.02
68	00273411	V68117895 ENABLEMART	02/27/19		MW	0101-3315-0-4300-5730-1190-000	207.30
68	00273412	V68155121 GSM RENTAL GROUP LLC DBA ON CA	02/27/19		MW	0101-0000-0-4500-0000-7180-000	261.63
68	00273413	V68159221 HANDLEY, RHETT	02/27/19		MW	0101-6500-0-5800-5750-1190-000	2,676.00
68	00273414	V68159539 HOLCOMBE, CHERESE	02/27/19		MW	0101-0000-0-5800-0000-7400-000	64.00
68	00273415	V68143313 JACKSON, KRISTA	02/27/19		MW	0101-0000-0-5800-0000-7120-000	400.00
68	00273416	V68151284 JEPSEN, CLINT AND/OR KATIE	02/27/19		MW	0101-6500-0-5802-5750-1180-000	313.20

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68	00273417	V68148510 KUTA SOFTWARE LLC	02/27/19		MW	0101-0002-0-5800-1140-1000-002	766.11
68	00273418	V68152347 KYA SERVICES LLC	02/27/19		MW	0101-8150-0-5605-0000-8110-000	7,974.28
68	00273419	V68150403 LEADERSHIP ASSOCIATES LLC	02/27/19		MW	0101-0010-0-5815-0000-2100-000	3,100.00
68	00273420	V68149587 LEARNING A-Z	02/27/19		MW	0101-0400-0-4300-1130-1000-061	2,305.17
68	00273421	V68154370 MARTIN ZETTEL INC	02/27/19		MW	0101-8150-0-4500-0000-8110-000	37.33
68	00273422	V68007211 MISSION SAN LUIS REY	02/27/19		MW	0101-0400-0-5840-1130-1000-074	264.00
68	00273423	V68007211 MISSION SAN LUIS REY	02/27/19		MW	0101-0400-0-5840-1130-1000-074	264.00
68	00273424	V68156234 Mobility Professionals Inc	02/27/19		MW	0101-6500-0-4500-5750-3140-000	188.30
68	00273425	V68158757 NATIONAL SEATING & MOBILITY IN	02/27/19		MW	0101-6500-0-4405-5750-3140-000	18,900.76
68	00273426	V68121862 NCS PEARSON INC.	02/27/19		MW	0101-0000-0-4500-0000-3120-000	2,728.55
68	00273426	V68121862 NCS PEARSON INC.	02/27/19		MW	0101-6500-0-4500-5001-3150-000	220.40
68	00273426	V68121862 NCS PEARSON INC.	02/27/19		MW	0101-6500-0-4500-5750-3140-000	1,466.95
68	00273427	V68158933 NEW VISTA SCHOOL	02/27/19		MW	0101-6500-0-5802-5750-1180-000	2,707.65
68	00273428	V68067744 NILES BIOLOGICAL INC	02/27/19		MW	0101-6300-0-4300-1110-1000-000	487.30
68	00273429	V68066589 OCEAN INSTITUTE	02/27/19		MW	0101-0400-0-5840-1130-1000-055	994.00
68	00273429	V68066589 OCEAN INSTITUTE	02/27/19		MW	0101-0400-0-5840-1130-1000-056	1,436.00
68	00273430	V68156402 Olive Crest Academy	02/27/19		MW	0101-6500-0-5102-5750-1180-000	3,629.55
68	00273430	V68156402 Olive Crest Academy	02/27/19		MW	0101-6500-0-5802-5750-1180-000	9,162.53
68	00273431	V68123749 ORANGE COUNTY FIRE AUTHORITY	02/27/19		MW	0101-8150-0-5800-0000-8110-000	100.00
68	00273432	V68155956 OTC BRANDS INC (ORIENTAL TRADI	02/27/19		MW	0101-0400-0-4300-1130-1000-071	97.60
68	00273433	V68123679 PACIFIC PLUMBING COMPANY OF SA	02/27/19		MW	0101-8150-0-5605-0000-8110-000	1,826.10
68	00273434	V68144145 PACWEST AIR FILTER LLC	02/27/19		MW	0101-8150-0-4500-0000-8110-000	10,922.34
68	00273435	V68116957 PALI INSTITUTE INC	02/27/19		MW	0101-0400-0-5840-1130-1000-087	42,497.50
68	00273436	V68069310 PERMA-BOUND	02/27/19		MW	0101-0400-0-4300-1130-1000-055	1,245.09
68	00273437	V68147095 PRINT & FINISHING SOLUTIONS	02/27/19		MW	0101-0000-0-4500-0000-7550-000	288.93
68	00273438	V68159191 REV ROBOTICS	02/27/19		MW	0101-3555-0-4400-3800-1000-002	728.74
68	00273439	V68157980 RICOH USA INC.	02/27/19		MW	0101-0000-0-5600-1110-1000-099	12,400.84
68	00273440	V68119996 ROYAL PLYWOOD COMPANY LLC	02/27/19		MW	0101-8150-0-4500-0000-8110-000	8,256.07
68	00273441	V68145500 RUSSELL SIGLER INC	02/27/19		MW	0101-8150-0-4500-0000-8110-000	8,478.18
68	00273442	V68078255 SAN DIEGO GAS & ELECTRIC	02/27/19		MW	0101-0000-0-5500-0000-8200-000	71,599.50
68	00273443	V68079190 SANTA MARGARITA WATER	02/27/19		MW	0101-0000-0-5500-0000-8200-000	6,575.71
68	00273444	V68081308 SEHI COMPUTER PRODUCTS	02/27/19		MW	0101-0000-0-5605-0000-7700-000	118.53
68	00273445	V68023172 SIGNS BY CREATIONS UNLIMITED	02/27/19		MW	0101-8150-0-4500-0000-8110-000	123.91

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68	00273446	V68157226 SONOVA USA INC	02/27/19		MW	0101-6500-0-5600-5001-3150-000	218.99
68	00273447	V68122718 SOUTHERN CALIFORNIA EDISON	02/27/19		MW	0101-0000-0-5500-0000-8200-000	12,569.49
68	00273448	V68147835 SPECTRUM CENTER ROSSIER PARK	02/27/19		MW	0101-6500-0-5102-5750-1180-000	2,123.77
68	00273448	V68147835 SPECTRUM CENTER ROSSIER PARK	02/27/19		MW	0101-6500-0-5802-5750-1180-000	7,076.48
68	00273449	V68088864 SUPER DUPER INC.	02/27/19		MW	0101-6500-0-4500-5001-3150-000	99.98
68	00273450	V68157943 THE SPYGLASS GROUP LLC	02/27/19		MW	0101-0000-0-5800-0000-7300-000	8,634.48
68	00273451	V68103847 TIFCO INDUSTRIES INC	02/27/19		MW	0101-8150-0-4500-0000-8110-000	297.23
68	00273452	V68156846 TITAN DETAIL LLC	02/27/19		MW	0101-0730-0-5800-1110-3600-000	1,275.00
68	00273452	V68156846 TITAN DETAIL LLC	02/27/19		MW	0101-0724-0-5800-5001-3600-000	1,275.00
68	00273453	V68152631 TRANE	02/27/19		MW	0101-8150-0-4500-0000-8110-000	659.07
68	00273454	V68103757 TRIPLE A PUMPING & JETTING INC	02/27/19		MW	0101-8150-0-5605-0000-8110-000	388.00
68	00273455	V68019265 VISTA PAINT & WALLCOVERING	02/27/19		MW	0101-8150-0-4500-0000-8110-000	4,027.27
68	00273472	V68152532 ADVANTAGE WEST INVESTMENT ENTE	02/28/19		MW	0101-0000-0-4500-0000-8210-000	28,138.42
68	00273473	V68111606 APPLE INC	02/28/19		MW	0101-6500-0-4300-5750-1190-000	826.74
68	00273473	V68111606 APPLE INC	02/28/19		MW	0101-6500-0-4400-5770-1190-000	1,216.15
68	00273474	V68106764 CDWG Inc	02/28/19		MW	0101-0002-0-4300-1140-1000-003	355.15
68	00273474	V68106764 CDWG Inc	02/28/19		MW	0101-0002-0-4400-1140-1000-022	0.00
68	00273474	V68106764 CDWG Inc	02/28/19		MW	0101-0400-0-4300-1130-1000-080	2,967.44
68	00273474	V68106764 CDWG Inc	02/28/19		MW	0101-0400-0-4300-1130-1000-085	2,256.00
68	00273474	V68106764 CDWG Inc	02/28/19		MW	0101-0755-0-4300-1130-1000-056	526.90
68	00273474	V68106764 CDWG Inc	02/28/19		MW	0101-0755-0-4400-1130-1000-049	1,400.75
68	00273475	V68001404 COSTCO S.J.C.	02/28/19		MW	0101-0400-0-4500-0000-2700-002	55.74
68	00273476	V68024000 CULVER-NEWLIN INC	02/28/19		MW	0101-0400-0-4500-0000-2700-028	5,482.32
68	00273476	V68024000 CULVER-NEWLIN INC	02/28/19		MW	0101-6500-0-4500-5001-2100-000	320.88
68	00273477	V68121352 EA EDUCATION	02/28/19		MW	0101-0002-0-4300-1140-1000-006	13.76
68	00273478	V68071639 EVERYTHING MEDICAL LLC	02/28/19		MW	0101-0000-0-9321-0000-0000-000	2,659.07
68	00273479	V68147927 EVIDENT INC	02/28/19		MW	0101-3555-0-4300-3800-1000-006	1,168.63
68	00273480	V68073437 GANAHL LUMBER CO	02/28/19		MW	0101-8150-0-4500-0000-8110-000	3,124.71
68	00273481	V68038828 HEATING & COOLING SUPPLY	02/28/19		MW	0101-8150-0-4405-0000-8110-000	3,592.70
68	00273482	V68114467 IMAGE 2000	02/28/19		MW	0101-0002-0-4300-1130-1000-058	105.00
68	00273483	V68153485 IPEVO INC	02/28/19		MW	0101-0755-0-4300-1130-1000-061	214.42
68	00273484	V68062513 KELLY PAPER COMPANY	02/28/19		MW	0101-0000-0-4500-0000-7550-000	783.26
68	00273485	V68049480 LAKESHORE LEARNING MATERIALS	02/28/19		MW	0101-0002-0-4300-1130-1000-075	241.40

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68	00273486	V68040840 LESLIE S SWIMMING POOL SUPPLIE	02/28/19		MW	0101-8150-0-4500-0000-8110-000	98.64
68	00273487	V68149945 THE ALARM AND SPRINKLER CO INC	02/28/19		MW	0101-8150-0-5605-0000-8110-000	2,970.00
68	00273488	V68159508 YOUNG, MIKE	02/28/19		MW	0101-0002-0-4300-1130-1000-069	853.59
68	00273493	V68153277 AIRGAS INC	03/01/19		MW	0101-0002-0-4300-1140-1000-003	67.67
68	00273494	V68155530 ALEXIS PADILLA	03/01/19		MW	0101-6500-0-5802-5750-1180-000	335.68
68	00273495	V68145645 ALISO NIGUEL AUTO CARE	03/01/19		MW	0101-8150-0-5605-0000-8230-000	22.00
68	00273496	V68150294 AUTOZONE INC	03/01/19		MW	0101-0730-0-4600-1110-3600-000	6.01
68	00273497	V68076299 BEACH CITIES GLASS INC	03/01/19		MW	0101-8150-0-4500-0000-8110-000	518.24
68	00273498	V68006981 BEE MAN, THE	03/01/19		MW	0101-0000-0-5605-0000-8220-000	624.00
68	00273499	V68116589 BENCHMARK EDUCATION COMPANY LL	03/01/19		MW	0101-6500-0-4300-5750-1190-000	4,048.15
68	00273499	V68116589 BENCHMARK EDUCATION COMPANY LL	03/01/19		MW	0101-6500-0-4400-5750-1190-000	3,563.78
68	00273499	V68116589 BENCHMARK EDUCATION COMPANY LL	03/01/19		MW	0101-6500-0-4300-5770-1190-000	3,563.78
68	00273499	V68116589 BENCHMARK EDUCATION COMPANY LL	03/01/19		MW	0101-6500-0-4400-5770-1190-000	4,048.13
68	00273500	V68154658 BIG E GROUP, THE	03/01/19		MW	0101-8150-0-4500-0000-8110-000	555.86
68	00273501	V68009305 BLIND CHILDREN S LEARNING	03/01/19		MW	0101-6500-0-5102-5750-1180-000	5,864.50
68	00273502	V68011288 BRODART CO	03/01/19		MW	0101-6300-0-4140-1110-1000-000	1,251.57
68	00273503	V68141660 CAL-STATE AUTO PARTS INC	03/01/19		MW	0101-0724-0-4600-5001-3600-000	291.22
68	00273504	V68145221 CALIFORNIA WEEKLY EXPLORER INC	03/01/19		MW	0101-0400-0-5840-1130-1000-055	720.00
68	00273505	V68119470 CAPISTRANO CRANE SERVICE	03/01/19		MW	0101-8150-0-5605-0000-8110-000	1,200.00
68	00273506	V68106764 CDWG Inc	03/01/19		MW	0101-0755-0-4400-1140-1000-001	2,037.09
68	00273507	V68108311 CINTAS CORPORATION	03/01/19		MW	0101-0000-0-4500-0000-8210-000	48.37
68	00273507	V68108311 CINTAS CORPORATION	03/01/19		MW	0101-8150-0-4500-0000-8110-000	250.72
68	00273508	V68146234 CINTAS CORPORATION #640	03/01/19		MW	0101-0000-0-5605-0000-8210-000	121.30
68	00273508	V68146234 CINTAS CORPORATION #640	03/01/19		MW	0101-8150-0-5605-0000-8110-000	556.30
68	00273509	V68018872 CITY OF SAN JUAN CAPISTRANO	03/01/19		MW	0101-8150-0-5800-0000-8120-000	8,304.66
68	00273510	V68001404 COSTCO S.J.C.	03/01/19		MW	0101-0400-0-4500-0000-2700-001	51.21
68	00273511	V68112600 COX COMMUNICATIONS	03/01/19		MW	0101-0400-0-4300-1130-1000-055	21.81
68	00273512	V68024000 CULVER-NEUWLN INC	03/01/19		MW	0101-0002-0-4300-1140-1000-001	391.69
68	00273513	V68026001 DENAULT S HARDWARE	03/01/19		MW	0101-0724-0-4600-5001-3600-000	38.57
68	00273514	V68151362 DISCOVERY CUBE OF OC	03/01/19		MW	0101-0400-0-5840-1130-1000-069	1,680.00
68	00273515	V68159416 DOWNEY, KENNESE	03/01/19		MW	0101-6500-0-5802-5750-1180-000	2,240.00
68	00273516	V68141791 FACTORY MOTOR PARTS	03/01/19		MW	0101-0724-0-4600-5001-3600-000	107.06
68	00273517	V68152838 FASTECH	03/01/19		MW	0101-0724-0-5605-5001-3600-000	750.00

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68	00273518	V68118205 FASTENAL COMPANY	03/01/19		MW	0101-0730-0-4600-1110-3600-000	197.74
68	00273519	V68155629 Ferguson Enterprises Inc	03/01/19		MW	0101-8150-0-4500-0000-8110-000	2,582.17
68	00273520	V68073437 GANAHL LUMBER CO	03/01/19		MW	0101-8150-0-4500-0000-8110-000	836.06
68	00273521	V68112996 GOODWILL INDUSTRIES OF ORANGE	03/01/19		MW	0101-6500-0-5110-5750-1130-000	7,195.25
68	00273521	V68112996 GOODWILL INDUSTRIES OF ORANGE	03/01/19		MW	0101-6500-0-5810-5750-1130-000	1,486.00
68	00273522	V68102370 GRABOWSKI, MICHAEL	03/01/19		MW	0101-0400-0-4500-0000-2700-077	193.95
68	00273523	V68156243 HAVARD, KATHRYN	03/01/19		MW	0101-0400-0-4500-0000-2700-027	51.53
68	00273524	V68147116 HD SUPPLY FACILITIES MAINTENAN	03/01/19		MW	0101-8150-0-4500-0000-8110-000	899.79
68	00273525	V68100292 HEAR NOW	03/01/19		MW	0101-3315-0-5801-5730-3150-000	429.12
68	00273525	V68100292 HEAR NOW	03/01/19		MW	0101-3386-0-5801-5710-3150-000	643.88
68	00273525	V68100292 HEAR NOW	03/01/19		MW	0101-6500-0-5801-5750-3150-000	1,073.25
68	00273526	V68112804 HERITAGE MUSEUM OF OC	03/01/19		MW	0101-0400-0-5840-1130-1000-086	900.00
68	00273527	V68059250 HIRSCH PIPE & SUPPLY INC	03/01/19		MW	0101-8150-0-4500-0000-8110-000	3,618.15
68	00273528	V68159539 HOLCOMBE, CHERESE	03/01/19		MW	0101-0000-0-5800-0000-7400-000	64.00
68	00273529	V68155684 HOPE THERAPIES	03/01/19		MW	0101-6500-0-5800-5750-1190-000	3,170.00
68	00273530	V68118455 IRMA RAMIREZ GARCIA	03/01/19		MW	0101-6512-0-5115-5750-3110-000	1,993.60
68	00273531	V68159548 JAKOVICH, LINDA	03/01/19		MW	0101-0010-0-4500-0000-2100-000	18.95
68	00273532	V68154140 JENNIFER RAO	03/01/19		MW	0101-6500-0-5802-5750-1180-000	772.20
68	00273533	V68154889 KATIA TOSCANO AND MICHAEL	03/01/19		MW	0101-6500-0-5800-5750-1190-000	4,460.00
68	00273534	V68159546 KIM, JOOSHIN OR ANGELA EUN	03/01/19		MW	0101-0004-0-4200-1180-2420-068	18.00
68	00273535	V68047970 KNORR SYSTEMS INC	03/01/19		MW	0101-8150-0-4500-0000-8110-000	201.41
68	00273535	V68047970 KNORR SYSTEMS INC	03/01/19		MW	0101-8150-0-5605-0000-8110-000	952.00
68	00273536	V68052878 LAWNMOWERS ETC	03/01/19		MW	0101-8150-0-5605-0000-8120-000	1,978.18
68	00273537	V68104580 LAWSON PRODUCTS INC	03/01/19		MW	0101-0724-0-4600-5001-3600-000	110.56
68	00273537	V68104580 LAWSON PRODUCTS INC	03/01/19		MW	0101-8150-0-4500-0000-8230-000	24.11
68	00273538	V68147372 LEISURE CARE REFERRAL AGENCY I	03/01/19		MW	0101-0000-0-5100-0000-3140-000	8,820.00
68	00273539	V68040840 LESLIE S SWIMMING POOL SUPPLIE	03/01/19		MW	0101-8150-0-4500-0000-8110-000	11.20
68	00273540	V68104419 MHS INC	03/01/19		MW	0101-0000-0-4500-0000-3120-000	313.60
68	00273540	V68104419 MHS INC	03/01/19		MW	0101-6500-0-4500-5001-3120-000	470.39
68	00273541	V68158477 MOMTAHAN, NANCY NASSEHI AND RO	03/01/19		MW	0101-6500-0-5800-5750-1190-000	262.50
68	00273542	V68061270 MOULTON NIGUEL WATER	03/01/19		MW	0101-0000-0-5500-0000-8200-000	10,679.99
68	00273543	V68156748 NASCO EDUCATION LLC dba NASCO	03/01/19		MW	0101-0002-0-4300-1140-1000-029	374.93
68	00273544	V68111245 NATIONAL CONTROLS INC	03/01/19		MW	0101-8150-0-5605-0000-8110-000	722.58

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68	00273545	V68156464 NDS	03/01/19		MW	0101-0000-0-5900-0000-7540-000	105.39
68	00273546	V68158933 NEW VISTA SCHOOL	03/01/19		MW	0101-6500-0-5102-5750-1180-000	4,490.58
68	00273546	V68158933 NEW VISTA SCHOOL	03/01/19		MW	0101-6500-0-5802-5750-1180-000	8,666.76
68	00273547	V68105525 ONE STOP BINDERY	03/01/19		MW	0101-0000-0-5800-0000-7550-000	495.05
68	00273548	V68066570 ORANGE COUNTY DEPT OF EDUC	03/01/19		MW	0101-6500-0-7142-5750-9200-000	177,909.89
68	00273549	V68116411 ORANGE COUNTY REGISTER DBA THE	03/01/19		MW	0101-0000-0-5800-0000-7180-000	469.08
68	00273550	V68103235 ORANGE COUNTY SHERIFF DEPT	03/01/19		MW	0101-0000-0-5800-0000-8300-000	397.76
68	00273551	V68055731 PARTS EXPRESS	03/01/19		MW	0101-8150-0-4500-0000-8110-000	270.07
68	00273552	V68154724 PINNACLE PETROLEUM INC	03/01/19		MW	0101-0730-0-4600-1110-3600-000	13,584.27
68	00273552	V68154724 PINNACLE PETROLEUM INC	03/01/19		MW	0101-0724-0-4600-5001-3600-000	13,584.27
68	00273553	V68159549 POURMAND, ESMail	03/01/19		MW	0101-0004-0-4114-1180-1000-002	12.00
68	00273554	V68155704 PURELAND SUPPLY LLC	03/01/19		MW	0101-8150-0-4500-0000-8110-000	729.68
68	00273555	V68147115 PYRAMID WIRE & CABLE INC.	03/01/19		MW	0101-8150-0-4500-0000-8110-000	400.80
68	00273556	V68116056 RANCHO MISSION VIEJO LAND	03/01/19		MW	0101-0400-0-5840-1130-1000-071	910.00
68	00273557	V68145500 RUSSELL SIGLER INC	03/01/19		MW	0101-8150-0-4500-0000-8110-000	1,947.76
68	00273558	V68154322 S&K THEATRICAL DRAPERIES INC	03/01/19		MW	0101-8150-0-5800-0000-8110-000	963.78
68	00273559	V68117252 SADDLEBACK COLLEGE	03/01/19		MW	0101-3010-0-5800-1110-1000-000	2,054.00
68	00273560	V68078255 SAN DIEGO GAS & ELECTRIC	03/01/19		MW	0101-0000-0-5500-0000-8200-000	49,783.72
68	00273561	V68154776 SANTA ANA COLLEGE TESSMANN	03/01/19		MW	0101-0400-0-5840-1130-1000-069	618.00
68	00273562	V68156193 SHEARER, BRADLEY	03/01/19		MW	0101-0010-0-4500-0000-2100-000	94.32
68	00273563	V68053348 SMALLEY, JENNIFER	03/01/19		MW	0101-0400-0-4500-0000-2700-006	100.00
68	00273564	V68112866 SMARDAN SUPPLY COMPANY	03/01/19		MW	0101-8150-0-4500-0000-8110-000	2,176.61
68	00273565	V68083350 SMART & FINAL **SCHOOL SITES**	03/01/19		MW	0101-0000-0-4500-0000-7180-000	109.22
68	00273565	V68083350 SMART & FINAL **SCHOOL SITES**	03/01/19		MW	0101-0002-0-4300-1140-1000-001	255.38
68	00273565	V68083350 SMART & FINAL **SCHOOL SITES**	03/01/19		MW	0101-0002-0-4300-1140-1000-003	107.87
68	00273565	V68083350 SMART & FINAL **SCHOOL SITES**	03/01/19		MW	0101-0002-0-4300-1140-1000-025	172.20
68	00273565	V68083350 SMART & FINAL **SCHOOL SITES**	03/01/19		MW	0101-0002-0-4300-1140-1000-028	112.95
68	00273565	V68083350 SMART & FINAL **SCHOOL SITES**	03/01/19		MW	0101-0002-0-4300-1140-1000-029	221.36
68	00273565	V68083350 SMART & FINAL **SCHOOL SITES**	03/01/19		MW	0101-0002-0-4300-3300-1000-019	44.01
68	00273565	V68083350 SMART & FINAL **SCHOOL SITES**	03/01/19		MW	0101-0400-0-4300-1130-1000-055	88.18
68	00273565	V68083350 SMART & FINAL **SCHOOL SITES**	03/01/19		MW	0101-6520-0-4300-5750-1190-000	110.00
68	00273566	V68084100 SO CA GAS CO	03/01/19		MW	0101-0000-0-5500-0000-8200-000	37,664.33
68	00273567	V68143011 SOUTH COAST WATER DISTRICT	03/01/19		MW	0101-0000-0-5500-0000-8200-000	5,148.79



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68	00273568	V68122718 SOUTHERN CALIFORNIA EDISON	03/01/19		MW	0101-0000-0-5500-0000-8200-000	4,920.57
68	00273569	V68148172 SOUTHERN COUNTIES LUBRICANTS L	03/01/19		MW	0101-0730-0-4600-1110-3600-000	557.74
68	00273569	V68148172 SOUTHERN COUNTIES LUBRICANTS L	03/01/19		MW	0101-0724-0-4600-5001-3600-000	557.73
68	00273570	V68050288 SPICERS PAPER INC	03/01/19		MW	0101-0000-0-4500-0000-7550-000	4,126.51
68	00273571	V68150055 STAFFREHAB	03/01/19		MW	0101-6500-0-5801-5750-1181-000	385.00
68	00273571	V68150055 STAFFREHAB	03/01/19		MW	0101-6500-0-5801-5770-1181-000	385.00
68	00273572	V68155782 T-GRAPHICS WEST INC	03/01/19		MW	0101-0400-0-4500-3200-2700-018	224.58
68	00273573	V68149945 THE ALARM AND SPRINKLER CO INC	03/01/19		MW	0101-8150-0-5605-0000-8110-000	375.00
68	00273574	V68141506 THE LIFETRENDS GROUP TLTG INC	03/01/19		MW	0101-0002-0-4500-0000-2700-025	180.71
68	00273574	V68141506 THE LIFETRENDS GROUP TLTG INC	03/01/19		MW	0101-0002-0-4500-0000-2700-026	96.48
68	00273575	V68117757 THINKING MAPS INC	03/01/19		MW	0101-0400-0-4300-1130-1000-056	7,200.00
68	00273576	V68111722 TIME AND ALARM SYSTEMS	03/01/19		MW	0101-8150-0-4500-0000-8110-000	3,570.26
68	00273577	V68159458 TOLBERT, AMIE	03/01/19		MW	0101-6500-0-5800-5750-1180-000	97.28
68	00273578	V68153862 TURNER, CHELSEA	03/01/19		MW	0101-0000-0-4500-0000-7180-000	36.18
68	00273579	V68147300 TUTTLE CLICK FORD LINCOLN	03/01/19		MW	0101-8150-0-4500-0000-8230-000	58.50
68	00273580	V68159492 TUV A LABS INC.	03/01/19		MW	0101-0002-0-4300-1140-1000-029	200.00
68	00273581	V68093334 UNITED RENTALS	03/01/19		MW	0101-8150-0-4500-0000-8110-000	25.86
68	00273582	V68151316 VERTICAL TRANSPORT INC	03/01/19		MW	0101-8150-0-5605-0000-8110-001	243.75
68	00273582	V68151316 VERTICAL TRANSPORT INC	03/01/19		MW	0101-8150-0-5605-0000-8110-005	270.00
68	00273582	V68151316 VERTICAL TRANSPORT INC	03/01/19		MW	0101-8150-0-5605-0000-8110-006	1,076.25
68	00273582	V68151316 VERTICAL TRANSPORT INC	03/01/19		MW	0101-8150-0-5605-0000-8110-063	352.50
68	00273583	V68036075 W W GRAINGER INC	03/01/19		MW	0101-8150-0-4500-0000-8110-000	890.89
68	00273584	V68159545 WITTEN, ELAINE	03/01/19		MW	0101-0730-0-8675-0000-0000-000	215.00
68	00273585	V68156266 Zerrer, Anthony and Jennifer	03/01/19		MW	0101-6500-0-5800-5750-1190-000	540.00
68	00273596	V68140622 ALPINE ACADEMY	03/04/19		MW	0101-6500-0-5803-5750-1180-000	2,805.00
68	00273596	V68140622 ALPINE ACADEMY	03/04/19		MW	0101-6512-0-5104-5750-1180-000	6,355.00
68	00273596	V68140622 ALPINE ACADEMY	03/04/19		MW	0101-6512-0-5104-5750-3120-000	4,030.00
68	00273597	V68154698 BELLEFAIRE JCB	03/04/19		MW	0101-6500-0-5103-5750-1180-000	6,624.90
68	00273597	V68154698 BELLEFAIRE JCB	03/04/19		MW	0101-6512-0-5104-5750-1180-000	7,826.41
68	00273597	V68154698 BELLEFAIRE JCB	03/04/19		MW	0101-6512-0-5104-5750-3120-000	7,826.42
68	00273598	V68119648 CAMPCO RECREATION	03/04/19		MW	0101-6010-0-5100-1130-1000-055	15,293.44
68	00273600	V68999999 CDTFA	03/04/19		MW	0101-0000-0-9321-0000-0000-000	281.02
68	00273600	V68999999 CDTFA	03/04/19		MW	0101-0000-0-4500-0000-3120-000	11.23

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68	00273600	CDTFA	03/04/19		MW	0101-0000-0-4400-0000-7700-000	6.73
68	00273600	CDTFA	03/04/19		MW	0101-0000-0-4500-0000-7700-000	27.67
68	00273600	CDTFA	03/04/19		MW	0101-0002-0-4500-0000-2700-028	3.09
68	00273600	CDTFA	03/04/19		MW	0101-0002-0-4500-0000-2700-068	0.00
68	00273600	CDTFA	03/04/19		MW	0101-0002-0-4300-1130-1000-054	4.57
68	00273600	CDTFA	03/04/19		MW	0101-0002-0-4300-1130-1000-063	1.67
68	00273600	CDTFA	03/04/19		MW	0101-0002-0-4300-1130-1000-073	11.07
68	00273600	CDTFA	03/04/19		MW	0101-0002-0-4300-1130-1000-075	6.25
68	00273600	CDTFA	03/04/19		MW	0101-0002-0-4300-1130-1000-089	27.56
68	00273600	CDTFA	03/04/19		MW	0101-0002-0-4300-1140-1000-002	-7.38
68	00273600	CDTFA	03/04/19		MW	0101-0002-0-4300-1140-1000-006	51.45
68	00273600	CDTFA	03/04/19		MW	0101-0002-0-4300-1140-1000-029	1.65
68	00273600	CDTFA	03/04/19		MW	0101-0002-0-4300-1140-1000-029	5.00
68	00273600	CDTFA	03/04/19		MW	0101-0010-0-4300-1140-1000-000	-4.90
68	00273600	CDTFA	03/04/19		MW	0101-0400-0-4300-0000-2700-002	16.82
68	00273600	CDTFA	03/04/19		MW	0101-0400-0-4500-0000-2700-005	0.78
68	00273600	CDTFA	03/04/19		MW	0101-0400-0-4500-0000-2700-024	7.13
68	00273600	CDTFA	03/04/19		MW	0101-0400-0-4300-1130-1000-054	-1.40
68	00273600	CDTFA	03/04/19		MW	0101-0400-0-4500-1130-1000-054	-0.40
68	00273600	CDTFA	03/04/19		MW	0101-0400-0-4300-1130-1000-071	7.56
68	00273600	CDTFA	03/04/19		MW	0101-0400-0-4300-1130-1000-073	1.16
68	00273600	CDTFA	03/04/19		MW	0101-0400-0-4300-1140-1000-002	51.58
68	00273600	CDTFA	03/04/19		MW	0101-0400-0-4300-1140-1000-005	9.43
68	00273600	CDTFA	03/04/19		MW	0101-0400-0-4300-1140-1000-024	109.25
68	00273600	CDTFA	03/04/19		MW	0101-0400-0-4500-3200-2700-018	1.05
68	00273600	CDTFA	03/04/19		MW	0101-0755-0-4300-1130-1000-055	46.49
68	00273600	CDTFA	03/04/19		MW	0101-0755-0-4500-0000-2700-055	3.00
68	00273600	CDTFA	03/04/19		MW	0101-3555-0-4300-3800-1000-001	92.61
68	00273600	CDTFA	03/04/19		MW	0101-3555-0-4300-3800-1000-002	84.98
68	00273600	CDTFA	03/04/19		MW	0101-3555-0-4400-3800-1000-002	25.42
68	00273600	CDTFA	03/04/19		MW	0101-3555-0-4300-3800-1000-003	110.21
68	00273600	CDTFA	03/04/19		MW	0101-3555-0-4300-3800-1000-004	100.18
68	00273600	CDTFA	03/04/19		MW	0101-3555-0-4300-3800-1000-006	90.57

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68	00273600	V6899999	CDTFA	03/04/19	MW	0101-6387-0-4300-3800-1000-032	157.20
68	00273600	V6899999	CDTFA	03/04/19	MW	0101-6500-0-4500-5001-3120-000	11.20
68	00273600	V6899999	CDTFA	03/04/19	MW	0101-6500-0-4500-5001-3150-000	186.20
68	00273600	V6899999	CDTFA	03/04/19	MW	0101-6500-0-4500-5750-3140-000	27.90
68	00273600	V6899999	CDTFA	03/04/19	MW	0101-6500-0-4405-5750-3140-000	280.86
68	00273600	V6899999	CDTFA	03/04/19	MW	0101-6500-0-4500-5770-3140-000	9.08
68	00273600	V6899999	CDTFA	03/04/19	MW	0101-8150-0-4500-0000-8110-000	73.63
68	00273600	V6899999	CDTFA	03/04/19	MW	0101-8150-0-4500-0000-8110-006	9.30
68	00273600	V6899999	CDTFA	03/04/19	MW	0101-8150-0-4500-0000-8110-052	178.45
68	00273601	V68017386	CERTIFIED TRANSPORTATION SERVI	03/04/19	MW	0101-1100-0-5838-1140-4200-006	1,949.75
68	00273601	V68017386	CERTIFIED TRANSPORTATION SERVI	03/04/19	MW	0101-7220-0-5838-1140-1000-003	1,905.00
68	00273601	V68017386	CERTIFIED TRANSPORTATION SERVI	03/04/19	MW	0101-0730-0-8699-0000-0000-000	2,277.62
68	00273602	V68112996	GOODWILL INDUSTRIES OF ORANGE	03/04/19	MW	0101-6500-0-5810-5750-1130-000	9,150.00
68	00273603	V68059154	HERITAGE SCHOOLS INC	03/04/19	MW	0101-6500-0-5803-5750-1180-000	5,460.00
68	00273603	V68059154	HERITAGE SCHOOLS INC	03/04/19	MW	0101-6512-0-5104-5750-1180-000	15,500.00
68	00273603	V68059154	HERITAGE SCHOOLS INC	03/04/19	MW	0101-6512-0-5104-5750-3120-000	5,394.00
68	00273604	V68021378	NEW HAVEN YOUTH & FAMILY	03/04/19	MW	0101-6500-0-5102-5750-1180-000	150.00
68	00273604	V68021378	NEW HAVEN YOUTH & FAMILY	03/04/19	MW	0101-6500-0-5802-5750-1180-000	18,940.00
68	00273604	V68021378	NEW HAVEN YOUTH & FAMILY	03/04/19	MW	0101-6500-0-5803-5750-1180-000	2,604.00
68	00273604	V68021378	NEW HAVEN YOUTH & FAMILY	03/04/19	MW	0101-6500-0-5803-5750-1180-000	2,704.00
68	00273604	V68021378	NEW HAVEN YOUTH & FAMILY	03/04/19	MW	0101-6500-0-5103-5750-1180-000	164.68
68	00273604	V68021378	NEW HAVEN YOUTH & FAMILY	03/04/19	MW	0101-6512-0-5104-5750-1180-000	9,913.00
68	00273604	V68021378	NEW HAVEN YOUTH & FAMILY	03/04/19	MW	0101-6512-0-5101-5750-3110-000	12,419.36
68	00273604	V68021378	NEW HAVEN YOUTH & FAMILY	03/04/19	MW	0101-6512-0-5104-5750-3120-000	9,913.00
68	00273605	V68152554	ORBACH HUFF SUAREZ & HENDERSON	03/04/19	MW	0101-0000-0-5820-0000-2100-000	18,656.54
68	00273605	V68152554	ORBACH HUFF SUAREZ & HENDERSON	03/04/19	MW	0101-0000-0-5820-0000-7110-000	10,254.44
68	00273605	V68152554	ORBACH HUFF SUAREZ & HENDERSON	03/04/19	MW	0101-0000-0-5820-0000-7150-000	1,032.50
68	00273606	V68151079	PERKINS SCHOOL FOR THE BLIND	03/04/19	MW	0101-6500-0-5103-5750-1180-000	12,694.79
68	00273606	V68151079	PERKINS SCHOOL FOR THE BLIND	03/04/19	MW	0101-6512-0-5104-5750-1180-000	9,521.09
68	00273606	V68151079	PERKINS SCHOOL FOR THE BLIND	03/04/19	MW	0101-6512-0-5104-5750-3120-000	9,521.10
68	00273609	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19	MW	0101-0000-0-4500-0000-7180-000	110.65
68	00273609	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19	MW	0101-0000-0-4500-0000-7400-000	819.37
68	00273609	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19	MW	0101-0000-0-4500-1180-2420-000	340.66

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68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0000-0-4300-1130-1000-089	858.45
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4500-0000-2700-003	167.99
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4500-0000-2700-006	101.51
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-052	60.56
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-053	-213.39
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-054	276.35
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-055	323.70
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-056	45.09
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-059	85.40
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-060	234.03
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-061	12.73
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-063	-2.28
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-064	34.76
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-067	4.74
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-069	39.94
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-071	4.74
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-072	132.52
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-074	99.68
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-075	108.17
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-076	132.79
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-077	135.97
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-078	604.57
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-079	119.89
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-080	900.69
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-081	667.91
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-083	17.77
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-084	63.02
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-085	124.24
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-086	311.85
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-088	108.07
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1130-1000-089	362.98
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-002	754.33
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-003	798.97

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68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-003	498.80
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-005	506.86
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-006	101.51
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-021	1,520.55
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-023	206.90
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-024	175.77
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-026	-194.76
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-027	73.53
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-028	76.00
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-029	31.89
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-030	33.53
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-1140-1000-031	184.80
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-3300-1000-019	187.80
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0002-0-4300-5750-1110-049	53.77
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0400-0-4300-1130-1000-087	2,276.90
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0400-0-4300-1140-1000-021	81.97
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-3410-0-4300-5750-1190-000	238.68
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0730-0-4500-1110-3600-000	21.16
68	00273609	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	0101-0724-0-4500-5001-3600-000	49.36
68	00273610	V68078634 SPEECH & LANGUAGE DEVELOPMENT	03/04/19		MW	0101-6500-0-5102-5750-1180-000	12,002.09
68	00273610	V68078634 SPEECH & LANGUAGE DEVELOPMENT	03/04/19		MW	0101-6500-0-5802-5750-1180-000	7,545.25
68	00273612	V68159114 ARCINIEGA, OSCAR OR GINA	03/05/19		MW	0101-0724-0-5800-5001-3600-000	281.34
68	00273613	V68058875 ATKINSON ANDELSON LOYA	03/05/19		MW	0101-0000-0-5820-0000-7520-000	13,770.00
68	00273614	V68155379 BARTOSH, LAUREL OR JAMES	03/05/19		MW	0101-0724-0-5800-5001-3600-000	488.59
68	00273615	V68076299 BEACH CITIES GLASS INC	03/05/19		MW	0101-8150-0-4500-0000-8110-000	502.59
68	00273616	V68152771 CARTER, RYAN	03/05/19		MW	0101-0000-0-5216-0000-7690-000	598.82
68	00273617	V68146234 CINTAS CORPORATION #640	03/05/19		MW	0101-0000-0-5605-0000-8210-000	60.65
68	00273617	V68146234 CINTAS CORPORATION #640	03/05/19		MW	0101-8150-0-5605-0000-8110-000	509.91
68	00273618	V68108311 CINTAS CORPORATION	03/05/19		MW	0101-0000-0-4500-0000-8210-000	33.38
68	00273619	V68150687 CINTAS FACILITY SERVICES	03/05/19		MW	0101-0000-0-5605-0000-8210-000	578.00
68	00273620	V68027192 CONSOLIDATED ELECTRICAL DISTR	03/05/19		MW	0101-8150-0-4500-0000-8110-000	2,944.28
68	00273621	V68149629 COON, MATTHEW OR ERIKA	03/05/19		MW	0101-0724-0-5800-5001-3600-000	89.09
68	00273622	V68101664 DANNIS WOLIVER KELLEY	03/05/19		MW	0101-0000-0-5820-0000-7520-000	124.00

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68	00273623	V68144430 DICK, CRAIG OR BILLIE	03/05/19		MW	0101-0724-0-5800-5001-3600-000	200.45
68	00273624	V68028500 DUNN-EDWARDS CORP	03/05/19		MW	0101-8150-0-4500-0000-8110-000	567.39
68	00273625	V68154409 EWING IRRIGATION PRODUCTS INC	03/05/19		MW	0101-0000-0-4500-0000-8220-000	2,994.56
68	00273626	V68118205 FASTENAL COMPANY	03/05/19		MW	0101-8150-0-4500-0000-8110-000	755.63
68	00273627	V68159307 FAZELI, FARIBORZ OR SURUR	03/05/19		MW	0101-0724-0-5800-5001-3600-000	294.42
68	00273628	V68073437 GANAHL LUMBER CO	03/05/19		MW	0101-8150-0-4500-0000-8110-000	3,762.30
68	00273629	V68035251 GLEN PRODUCTS	03/05/19		MW	0101-8150-0-4500-0000-8110-000	788.66
68	00273630	V68151483 GUDIPATI, SRINIVAS	03/05/19		MW	0101-0724-0-5800-5001-3600-000	413.42
68	00273631	V68151531 HD SUPPLY CONSTRUCTION AND	03/05/19		MW	0101-0000-0-4500-0000-8220-000	416.78
68	00273631	V68151531 HD SUPPLY CONSTRUCTION AND	03/05/19		MW	0101-8150-0-4500-0000-8110-000	462.72
68	00273632	V68147116 HD SUPPLY FACILITIES MAINTENAN	03/05/19		MW	0101-8150-0-4500-0000-8110-000	1,754.35
68	00273633	V68052878 LAWNMOWERS ETC	03/05/19		MW	0101-0000-0-4400-0000-8220-000	894.27
68	00273633	V68052878 LAWNMOWERS ETC	03/05/19		MW	0101-0000-0-4500-0000-8220-000	3,020.10
68	00273634	V68154138 LIGHTSPEED TECHNOLOGIES INC	03/05/19		MW	0101-0002-0-4300-1140-1000-022	3,119.35
68	00273634	V68154138 LIGHTSPEED TECHNOLOGIES INC	03/05/19		MW	0101-0400-0-4400-1130-1000-087	2,079.59
68	00273634	V68154138 LIGHTSPEED TECHNOLOGIES INC	03/05/19		MW	0101-0755-0-4300-1130-1000-059	3,119.35
68	00273634	V68154138 LIGHTSPEED TECHNOLOGIES INC	03/05/19		MW	0101-3010-0-4400-1110-1000-082	1,039.77
68	00273634	V68154138 LIGHTSPEED TECHNOLOGIES INC	03/05/19		MW	0101-6010-0-4400-1130-1000-082	2,079.58
68	00273635	V68118980 LOCAL JANITORIAL & VACUUM	03/05/19		MW	0101-0000-0-4500-0000-8210-000	95.66
68	00273635	V68118980 LOCAL JANITORIAL & VACUUM	03/05/19		MW	0101-0000-0-5605-0000-8210-000	65.00
68	00273636	V68145493 LOUIE, DARRYL OR CATHERINE	03/05/19		MW	0101-0724-0-5800-5001-3600-000	201.61
68	00273637	V68156122 MASTON, LIZA STUCKER OR BOBBY	03/05/19		MW	0101-0724-0-5800-5001-3600-000	672.15
68	00273638	V68110020 MEET THE MASTERS INC	03/05/19		MW	0101-0400-0-5810-1130-1000-074	5,270.44
68	00273638	V68110020 MEET THE MASTERS INC	03/05/19		MW	0101-0400-0-5810-1130-1000-080	1,428.58
68	00273638	V68110020 MEET THE MASTERS INC	03/05/19		MW	0101-0400-0-5810-1130-1000-083	2,322.76
68	00273638	V68110020 MEET THE MASTERS INC	03/05/19		MW	0101-0400-0-4300-1130-1000-086	694.99
68	00273638	V68110020 MEET THE MASTERS INC	03/05/19		MW	0101-0400-0-5810-1130-1000-086	2,051.50
68	00273639	V68159116 MILLER, RYAN OR ANEES	03/05/19		MW	0101-0724-0-5800-5001-3600-000	319.23
68	00273640	V68157565 MYERS, MICHAEL	03/05/19		MW	0101-0724-0-5800-5001-3600-000	291.86
68	00273641	V68158872 NGUYEN, CALVIN OR TRISHA	03/05/19		MW	0101-0724-0-5800-5001-3600-000	242.21
68	00273642	V68156613 NOWAK, JOSHUA OR KIMBERLY	03/05/19		MW	0101-0724-0-5800-5001-3600-000	159.62
68	00273643	V68159119 QAISIYA, JAWAD	03/05/19		MW	0101-0724-0-5800-5001-3600-000	133.28
68	00273644	V68154354 RIVERA, LISA	03/05/19		MW	0101-0724-0-5800-5001-3600-000	164.26

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68	00273645	V68123530 ROTH, JAY OR KERI	03/05/19		MW	0101-0724-0-5800-5001-3600-000	171.22
68	00273646	V68157343 SAMAN, JOHN	03/05/19		MW	0101-0724-0-5800-5001-3600-000	178.18
68	00273647	V68150116 SPOTSWOOD, EVAN & OR JENNIFER	03/05/19		MW	0101-0724-0-5800-5001-3600-000	412.54
68	00273648	V68151899 STANFIELD, SCOTT & OR ROWENA	03/05/19		MW	0101-0724-0-5800-5001-3600-000	279.79
68	00273649	V68140547 TRITZ, RICHARD OR JULIE	03/05/19		MW	0101-0724-0-5800-5001-3600-000	54.29
68	00273651	V68122588 1ST JON INC	03/06/19		MW	0101-8150-0-5605-0000-8110-000	1,163.33
68	00273652	V68001018 A Z BUS SALES INC	03/06/19		MW	0101-0730-0-4600-1110-3600-000	337.17
68	00273653	V68153277 AIRGAS INC	03/06/19		MW	0101-0002-0-4300-1140-1000-003	35.50
68	00273654	V68155055 AMBUTECH INC	03/06/19		MW	0101-6500-0-4500-5770-3140-000	154.82
68	00273655	V68111606 APPLE INC	03/06/19		MW	0101-0400-0-4400-1140-1000-026	950.99
68	00273656	V68102200 AUTOLIFT SERVICES INC	03/06/19		MW	0101-0730-0-5605-1110-3600-000	670.46
68	00273657	V68150294 AUTOZONE INC	03/06/19		MW	0101-0730-0-4600-1110-3600-000	69.99
68	00273658	V68141858 BATTERIES PLUS BULBS	03/06/19		MW	0101-0724-0-4600-5001-3600-000	3,337.09
68	00273659	V68049767 BENS ASPHALT	03/06/19		MW	0101-8150-0-5605-0000-8110-000	19,705.00
68	00273660	V68008905 BIO-ACOUSTICAL ENG CORP	03/06/19		MW	0101-0000-0-5800-0000-3140-000	36,350.00
68	00273661	V68009305 BLIND CHILDREN S LEARNING	03/06/19		MW	0101-6500-0-5810-5770-1190-000	4,740.96
68	00273662	V68156387 BRIAN'S MOBILE TIRE AND FLEET	03/06/19		MW	0101-8150-0-4500-0000-8230-000	2,176.60
68	00273663	V68123700 BSN SPORTS	03/06/19		MW	0101-0400-0-4300-1130-1000-054	385.24
68	00273664	V68146284 BUSWEST LLC	03/06/19		MW	0101-0730-0-4600-1110-3600-000	506.48
68	00273665	V68141660 CAL-STATE AUTO PARTS INC	03/06/19		MW	0101-0724-0-4600-5001-3600-000	730.67
68	00273666	V68118161 CAPISTRANO CONNECTIONS ACADEMY	03/06/19		MW	0101-0000-0-8096-0000-0000-205	3,354,633.00
68	00273667	V68106764 CDWG Inc	03/06/19		MW	0101-0400-0-4300-1140-1000-024	10,558.65
68	00273668	V68106764 CDWG Inc	03/06/19		MW	0101-0002-0-4400-1140-1000-002	671.28
68	00273668	V68106764 CDWG Inc	03/06/19		MW	0101-0002-0-4300-1140-1000-029	1,094.26
68	00273668	V68106764 CDWG Inc	03/06/19		MW	0101-0400-0-4300-1140-1000-024	940.00
68	00273668	V68106764 CDWG Inc	03/06/19		MW	0101-0755-0-4300-1140-1000-029	3,356.41
68	00273669	V68142392 CENTER ON TEACHING & LEARNING	03/06/19		MW	0101-0790-0-5800-0000-3160-000	19,082.00
68	00273670	V68146234 CINTAS CORPORATION #640	03/06/19		MW	0101-0730-0-5800-1110-3600-000	236.26
68	00273670	V68146234 CINTAS CORPORATION #640	03/06/19		MW	0101-0724-0-5800-5001-3600-000	333.01
68	00273671	V68155541 COLLEGE AND CAREER ADVANTAGE	03/06/19		MW	0101-0000-0-7283-6000-9200-000	159,000.00
68	00273672	V68146265 COMMUNITY ROOTS ACADEMY	03/06/19		MW	0101-0000-0-8096-0000-0000-206	639,664.00
68	00273673	V68147693 COMPLETE OFFICE OF CA	03/06/19		MW	0101-0000-0-4500-0000-7300-000	85.44
68	00273673	V68147693 COMPLETE OFFICE OF CA	03/06/19		MW	0101-0000-0-4500-0000-7690-000	16.15

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68	00273673	V68147693 COMPLETE OFFICE OF CA	03/06/19		MW	0101-8150-0-4500-0000-8110-000	176.63
68	00273674	V68116608 COMPREHENSIVE DRUG TESTING	03/06/19		MW	0101-0730-0-5800-1110-3600-000	99.00
68	00273674	V68116608 COMPREHENSIVE DRUG TESTING	03/06/19		MW	0101-0724-0-5800-5001-3600-000	231.00
68	00273675	V68027192 CONSOLIDATED ELECTRICAL DISTR	03/06/19		MW	0101-8150-0-4500-0000-8110-000	1,529.64
68	00273676	V68001404 COSTCO S.J.C.	03/06/19		MW	0101-0400-0-4500-0000-2700-002	137.09
68	00273677	V68155740 CUMMINS INC	03/06/19		MW	0101-0730-0-5605-1110-3600-000	6,936.73
68	00273678	V68159201 DAVID DIRANNA DBA DIMAC DESIGN	03/06/19		MW	0101-0010-0-4300-1140-1000-000	423.75
68	00273679	V68026000 DENAULT S HARDWARE	03/06/19		MW	0101-0002-0-4300-1140-1000-003	146.38
68	00273680	V68063693 E STEWART AND ASSOCIATES INC	03/06/19		MW	0101-0000-0-5605-0000-8220-000	2,370.25
68	00273681	V68117609 EASY WAY SAFETY SERVICES INC	03/06/19		MW	0101-0724-0-4600-5001-3600-000	8,250.00
68	00273682	V68152906 ELITE SHEET METAL INC	03/06/19		MW	0101-8150-0-5605-0000-8110-000	1,842.00
68	00273683	V68152838 FASTECH	03/06/19		MW	0101-0730-0-5605-1110-3600-000	11,877.73
68	00273683	V68152838 FASTECH	03/06/19		MW	0101-0724-0-5605-5001-3600-000	750.00
68	00273684	V68150202 FOLLETT SCHOOL SOLUTIONS INC	03/06/19		MW	0101-6300-0-4150-1140-1000-000	23,881.17
68	00273685	V68155225 GET AHEAD WRITING LLC	03/06/19		MW	0101-0400-0-4300-1130-1000-058	2,250.00
68	00273686	V68155441 GRABOWSKI, JEAN	03/06/19		MW	0101-0400-0-4500-0000-2700-077	193.95
68	00273687	V68159457 GRACENOTES LLC	03/06/19		MW	0101-0002-0-4300-1140-1000-001	173.95
68	00273688	V68059154 HERITAGE SCHOOLS INC	03/06/19		MW	0101-6500-0-5803-5750-1180-000	2,730.00
68	00273688	V68059154 HERITAGE SCHOOLS INC	03/06/19		MW	0101-6512-0-5104-5750-1180-000	7,750.00
68	00273688	V68059154 HERITAGE SCHOOLS INC	03/06/19		MW	0101-6512-0-5104-5750-3120-000	2,697.00
68	00273689	V68159242 INMAN, JENNIFER JACOBSEN	03/06/19		MW	0101-6500-0-5800-5770-1190-000	3,220.00
68	00273690	V68151262 IRVINE RANCH OUTDOOR ED CENTER	03/06/19		MW	0101-0400-0-5840-1130-1000-088	30,000.00
68	00273691	V68157078 JASMER, JIM	03/06/19		MW	0101-6500-0-5800-5770-1190-000	2,000.00
68	00273692	V68159375 JIM'S MUSIC CENTER INC.	03/06/19		MW	0101-3555-0-4300-3800-1000-005	5,000.00
68	00273693	V68105873 JOURNEY CHARTER SCHOOL	03/06/19		MW	0101-0000-0-8096-0000-0000-201	529,086.00
68	00273694	V68111041 LARMAC	03/06/19		MW	0101-8150-0-5800-0000-8120-000	17,400.00
68	00273695	V68142582 MESA GOLF CARTS	03/06/19		MW	0101-0000-0-5605-0000-8210-000	3,226.67
68	00273696	V68061270 MOULTON NIGUEL WATER	03/06/19		MW	0101-0000-0-5500-0000-8200-000	3,551.84
68	00273697	V68121862 NCS PEARSON INC.	03/06/19		MW	0101-0000-0-4500-0000-3120-000	785.03
68	00273697	V68121862 NCS PEARSON INC.	03/06/19		MW	0101-6500-0-4500-5001-3120-000	883.73
68	00273698	V68155607 NIGRO & NIGRO PC	03/06/19		MW	0101-0000-0-5800-0000-7190-000	1,200.00
68	00273699	V68149897 O REILLY AUTO PARTS	03/06/19		MW	0101-8150-0-4500-0000-8230-000	206.11
68	00273700	V68113144 OPPORTUNITY FOR LEARNING	03/06/19		MW	0101-0000-0-8096-0000-0000-203	190,525.00



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68	00273701	V68153868 ORANGE COUNTY ACADEMY OF	03/06/19		MW	0101-0000-0-8096-0000-0000-202	323,890.00
68	00273702	V68116411 ORANGE COUNTY REGISTER DBA THE	03/06/19		MW	0101-0000-0-5800-0000-7180-000	632.52
68	00273703	V68146264 OXFORD ACADEMY	03/06/19		MW	0101-0000-0-8096-0000-0000-204	651,476.00
68	00273704	V68123679 PACIFIC PLUMBING COMPANY OF SA	03/06/19		MW	0101-8150-0-5605-0000-8110-000	11,905.54
68	00273705	V68154724 PINNACLE PETROLEUM INC	03/06/19		MW	0101-0730-0-4600-1110-3600-000	12,122.00
68	00273705	V68154724 PINNACLE PETROLEUM INC	03/06/19		MW	0101-0724-0-4600-5001-3600-000	19,847.76
68	00273705	V68154724 PINNACLE PETROLEUM INC	03/06/19		MW	0101-0724-0-4600-5001-3600-000	12,121.99
68	00273706	V68003860 PRAXAIR	03/06/19		MW	0101-8150-0-4500-0000-8110-000	947.05
68	00273707	V68021466 PRO-ED INC	03/06/19		MW	0101-0000-0-4500-0000-3120-000	277.20
68	00273707	V68021466 PRO-ED INC	03/06/19		MW	0101-6500-0-4500-5001-3120-000	415.80
68	00273707	V68021466 PRO-ED INC	03/06/19		MW	0101-6500-0-4500-5001-3150-000	225.50
68	00273708	V68106119 PROFESSIONAL TUTORS OF AMERICA	03/06/19		MW	0101-0790-0-5800-1110-1000-000	1,540.00
68	00273708	V68106119 PROFESSIONAL TUTORS OF AMERICA	03/06/19		MW	0101-3010-0-5810-1110-1000-000	673.75
68	00273708	V68106119 PROFESSIONAL TUTORS OF AMERICA	03/06/19		MW	0101-4510-0-5810-1110-1000-000	1,663.75
68	00273709	V68071608 PRUDENTIAL OVERALL SUPPLY	03/06/19		MW	0101-0000-0-5800-0000-7550-000	44.32
68	00273709	V68071608 PRUDENTIAL OVERALL SUPPLY	03/06/19		MW	0101-0002-0-4300-5750-1110-049	44.83
68	00273710	V68071950 QUALITY TOWING	03/06/19		MW	0101-0724-0-5800-5001-3600-000	121.00
68	00273711	V68146162 RIFTON EQUIPMENT	03/06/19		MW	0101-6500-0-4500-5750-3140-000	307.09
68	00273712	V68026328 RINCON TRUCK PARTS	03/06/19		MW	0101-0730-0-4600-1110-3600-000	-818.28
68	00273712	V68026328 RINCON TRUCK PARTS	03/06/19		MW	0101-0724-0-4600-5001-3600-000	2,320.89
68	00273712	V68026328 RINCON TRUCK PARTS	03/06/19		MW	0101-8150-0-5605-0000-8230-000	1,017.99
68	00273713	V68156535 RIVERA-WEINTRAUB, VERONICA	03/06/19		MW	0101-6500-0-5800-5750-1190-000	780.00
68	00273714	V68078255 SAN DIEGO GAS & ELECTRIC	03/06/19		MW	0101-0000-0-5500-0000-8200-000	53,811.79
68	00273715	V68101222 SANTA MARGARITA FORD	03/06/19		MW	0101-0730-0-4600-1110-3600-000	156.69
68	00273716	V68079190 SANTA MARGARITA WATER	03/06/19		MW	0101-0000-0-5500-0000-8200-000	5,468.18
68	00273717	V68158277 SEEMAYER, SARA C.	03/06/19		MW	0101-6500-0-5815-5001-3140-000	2,300.00
68	00273718	V68081580 SEPULVEDA BUILDING MATERIALS	03/06/19		MW	0101-0000-0-4500-0000-8220-000	1,045.19
68	00273719	V68153530 SIMPSON IRVINE INC	03/06/19		MW	0101-8150-0-4500-0000-8230-000	409.52
68	00273720	V68083350 SMART & FINAL **SCHOOL SITES**	03/06/19		MW	0101-0000-0-4500-0000-7180-000	32.75
68	00273720	V68083350 SMART & FINAL **SCHOOL SITES**	03/06/19		MW	0101-0002-0-4300-1140-1000-001	94.69
68	00273720	V68083350 SMART & FINAL **SCHOOL SITES**	03/06/19		MW	0101-0002-0-4300-1140-1000-003	306.77
68	00273720	V68083350 SMART & FINAL **SCHOOL SITES**	03/06/19		MW	0101-0002-0-4300-1140-1000-025	167.34
68	00273720	V68083350 SMART & FINAL **SCHOOL SITES**	03/06/19		MW	0101-0002-0-4300-3300-1000-019	12.78

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68	00273720	V68083350 SMART & FINAL **SCHOOL SITES**	03/06/19		MW	0101-3555-0-4300-3800-1000-018	76.48
68	00273720	V68083350 SMART & FINAL **SCHOOL SITES**	03/06/19		MW	0101-6500-0-4300-5750-1190-000	21.66
68	00273720	V68083350 SMART & FINAL **SCHOOL SITES**	03/06/19		MW	0101-6520-0-4300-5750-1190-000	70.20
68	00273721	V68122583 SMOG EXPRESS	03/06/19		MW	0101-8150-0-5800-0000-8230-000	283.80
68	00273722	V68084100 SO CA GAS CO	03/06/19		MW	0101-0000-0-5500-0000-8200-000	17,710.81
68	00273723	V68118077 SOUTH COAST MEDICAL GROUP	03/06/19		MW	0101-0000-0-5800-0000-7400-000	242.00
68	00273724	V68143011 SOUTH COAST WATER DISTRICT	03/06/19		MW	0101-0000-0-5500-0000-8200-000	2,450.53
68	00273725	V68084800 SPARKLETT'S	03/06/19		MW	0101-0002-0-4300-1140-1000-005	26.00
68	00273726	V68050288 SPICERS PAPER INC	03/06/19		MW	0101-0000-0-4500-0000-7550-000	25,555.95
68	00273727	V68116925 SPORTS FACILITIES GROUP INC	03/06/19		MW	0101-8150-0-5605-0000-8110-000	1,965.00
68	00273728	V68150055 STAFFREHAB	03/06/19		MW	0101-6500-0-5801-5750-1181-000	721.88
68	00273728	V68150055 STAFFREHAB	03/06/19		MW	0101-6500-0-5801-5770-1181-000	721.87
68	00273729	V68155919 SWEET EVERGREEN	03/06/19		MW	0101-0002-0-4500-0000-2700-079	67.26
68	00273730	V68103847 TIFCO INDUSTRIES INC	03/06/19		MW	0101-8150-0-4500-0000-8110-000	147.74
68	00273731	V68151732 TOBII DYNAVOX LLC	03/06/19		MW	0101-6500-0-4300-5750-1190-000	36.25
68	00273732	V68153276 TRAK ENGINEERING INC	03/06/19		MW	0101-0730-0-4600-1110-3600-000	850.00
68	00273732	V68153276 TRAK ENGINEERING INC	03/06/19		MW	0101-0724-0-4600-5001-3600-000	1,380.01
68	00273732	V68153276 TRAK ENGINEERING INC	03/06/19		MW	0101-8150-0-4500-0000-8230-000	825.00
68	00273733	V68155714 TRUELINE CONSTRUCTION & SURFAC	03/06/19		MW	0101-8150-0-5605-0000-8110-000	963.68
68	00273734	V68100636 ULINE INC	03/06/19		MW	0101-8150-0-4500-0000-8110-000	184.62
68	00273735	V68093334 UNITED RENTALS	03/06/19		MW	0101-0000-0-5605-0000-8220-000	68.96
68	00273735	V68093334 UNITED RENTALS	03/06/19		MW	0101-8150-0-5605-0000-8110-000	2,613.82
68	00273736	V68147868 US BANK	03/06/19		MW	0101-0000-0-9517-0000-0000-000	18,241.46
68	00273737	V68067850 VERIZON WIRELESS	03/06/19		MW	0101-8150-0-5900-0000-8110-000	1,902.06
68	00273738	V68067850 VERIZON WIRELESS	03/06/19		MW	0101-0010-0-5900-0000-3110-000	76.02
68	00273739	V68153411 VIRGINIA CROWE	03/06/19		MW	0101-6500-0-5800-5750-1190-000	45.00
68	00273739	V68153411 VIRGINIA CROWE	03/06/19		MW	0101-6500-0-5800-5750-3140-000	202.50
68	00273739	V68153411 VIRGINIA CROWE	03/06/19		MW	0101-6500-0-5800-5750-3150-000	75.00
68	00273740	V68096332 WAXIE SANITARY SUPPLY	03/06/19		MW	0101-0000-0-4500-0000-8210-000	8,187.12
68	00273740	V68096332 WAXIE SANITARY SUPPLY	03/06/19		MW	0101-0000-0-5605-0000-8210-000	5,723.36
68	00273741	V68155957 WESTERN STATES CONVERTERS & TR	03/06/19		MW	0101-0730-0-5605-1110-3600-000	725.45
68	00273770	V68141859 CREATIVE CONTRACTORS CORP	03/07/19		MW	0101-8150-0-5605-0000-8110-000	3,675.00
68	00273771	V68111209 SHI INTERNATIONAL CORP	03/07/19		MW	0101-0000-0-5800-0000-7700-000	163,551.60

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68	00273773	V68122588 IST JON INC	03/08/19		MW	0101-8150-0-5605-0000-8110-000	386.18
68	00273774	V68152532 ADVANTAGE WEST INVESTMENT ENTE	03/08/19		MW	0101-0000-0-4500-0000-8210-000	15,527.12
68	00273775	V68109538 ALPHA SOUND AND LIGHTING CO	03/08/19		MW	0101-8150-0-5605-0000-8110-000	1,693.65
68	00273776	V68148751 ALZAMORA, MARTIN OR LUCERO	03/08/19		MW	0101-0724-0-5800-5001-3600-000	285.82
68	00273777	V68153111 ALZUBAIDI, OMAR	03/08/19		MW	0101-0724-0-5800-5001-3600-000	304.85
68	00273778	V68107160 ANTONIUS, LYNDIA	03/08/19		MW	0101-5640-0-5215-5750-1190-000	40.60
68	00273779	V68148589 ARKEE, SHEILA	03/08/19		MW	0101-0724-0-5800-5001-3600-000	309.02
68	00273780	V68159565 ASSAF, ALEJANDRO OR MARISOL	03/08/19		MW	0101-0004-0-4114-1180-1000-005	13.00
68	00273781	V68152813 ASSI SECURITY	03/08/19		MW	0101-8150-0-5605-0000-8110-000	335.00
68	00273782	V68116293 AVERA, STEPHANIE	03/08/19		MW	0101-0750-0-5216-0000-7700-000	638.72
68	00273782	V68116293 AVERA, STEPHANIE	03/08/19		MW	0101-6011-0-5215-1130-1000-082	83.52
68	00273783	V68159571 BALCK, JENNIM.	03/08/19		MW	0101-0010-0-5215-1130-1000-000	247.90
68	00273784	V68140628 BAPTISTE, NATALIE	03/08/19		MW	0101-4203-0-5216-4760-2100-000	146.74
68	00273785	V68076299 BEACH CITIES GLASS INC	03/08/19		MW	0101-8150-0-4500-0000-8110-000	60.11
68	00273786	V68159519 BENTLEY, JANET L.	03/08/19		MW	0101-0010-0-5215-1130-1000-000	15.00
68	00273787	V68115413 BESTGEN, MARY	03/08/19		MW	0101-3010-0-5810-1110-1000-079	1,275.00
68	00273788	V68159570 BIRCH, LISA G.	03/08/19		MW	0101-0010-0-5215-1130-1000-000	63.26
68	00273789	V68080648 BLAND, LISA	03/08/19		MW	0101-5640-0-5215-5750-1190-000	20.88
68	00273790	V68144444 BOWDEN, JOANNA	03/08/19		MW	0101-6500-0-5216-5001-3120-000	19.72
68	00273791	V68159522 BRUCE, AVONNETTE C.	03/08/19		MW	0101-0010-0-5215-1130-1000-000	15.00
68	00273792	V68123700 BSN SPORTS	03/08/19		MW	0101-0002-0-4300-1140-1000-005	1,054.00
68	00273793	V68114813 BUCKINGHAM, DIANN	03/08/19		MW	0101-0010-0-5215-1130-1000-000	63.26
68	00273794	V68157079 CABEL-NEIL, JAMES OR JESSICA	03/08/19		MW	0101-0724-0-5800-5001-3600-000	58.00
68	00273795	V68158873 CALDERON, LUIS	03/08/19		MW	0101-0724-0-5800-5001-3600-000	116.93
68	00273796	V68153635 CALTAC-PBIS INC	03/08/19		MW	0101-0790-0-5216-0000-2100-000	275.00
68	00273796	V68153635 CALTAC-PBIS INC	03/08/19		MW	0101-0790-0-5216-0000-2700-000	550.00
68	00273796	V68153635 CALTAC-PBIS INC	03/08/19		MW	0101-0790-0-5216-0000-3110-000	1,650.00
68	00273796	V68153635 CALTAC-PBIS INC	03/08/19		MW	0101-0790-0-5215-1110-1000-000	1,100.00
68	00273797	V68157721 CANON FINANCIAL SERVICES INC.	03/08/19		MW	0101-0000-0-5600-1110-1000-099	444.90
68	00273798	V68119470 CAPISTRANO CRANE SERVICE	03/08/19		MW	0101-8150-0-5605-0000-8110-000	1,200.00
68	00273799	V68035089 CASBO	03/08/19		MW	0101-0000-0-5216-0000-7300-000	700.00
68	00273800	V68106764 CDWG Inc	03/08/19		MW	0101-0000-0-4405-0000-8210-000	814.27
68	00273800	V68106764 CDWG Inc	03/08/19		MW	0101-0400-0-6400-0000-8500-022	30,757.29

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68	00273800	V68106764 CDWG Inc	03/08/19		MW	0101-0400-0-4300-1130-1000-071	10,536.95
68	00273800	V68106764 CDWG Inc	03/08/19		MW	0101-0400-0-4300-1130-1000-080	11,111.88
68	00273800	V68106764 CDWG Inc	03/08/19		MW	0101-0986-0-4300-0000-6000-050	4,599.46
68	00273800	V68106764 CDWG Inc	03/08/19		MW	0101-6011-0-5800-1130-1000-082	10,678.07
68	00273800	V68106764 CDWG Inc	03/08/19		MW	0101-8150-0-4500-0000-8110-000	129.30
68	00273801	V68157551 CENTRAL COMMUNICATIONS	03/08/19		MW	0101-8150-0-5800-0000-8110-000	218.37
68	00273802	V68155210 CHEN, EDWARD OR LYNN	03/08/19		MW	0101-0724-0-5800-5001-3600-000	209.03
68	00273803	V68108311 CINTAS CORPORATION	03/08/19		MW	0101-8150-0-4500-0000-8110-000	500.70
68	00273804	V68146234 CINTAS CORPORATION #640	03/08/19		MW	0101-0000-0-5605-0000-8210-000	60.65
68	00273805	V68149566 CIPOLLONE, JOSEPH AND/OR DEBRA	03/08/19		MW	0101-0724-0-5800-5001-3600-000	71.92
68	00273806	V68018872 CITY OF SAN JUAN CAPISTRANO	03/08/19		MW	0101-8150-0-5800-0000-8120-000	2,019.19
68	00273807	V68156470 CLARK, DANIELLE	03/08/19		MW	0101-5640-0-5216-5001-2100-000	185.30
68	00273808	V68141814 CONDIE, JOSHUA OR CAROL	03/08/19		MW	0101-0724-0-5800-5001-3600-000	27.84
68	00273809	V68159520 CONRADY, PLEASANCE J.	03/08/19		MW	0101-0010-0-5215-1130-1000-000	62.90
68	00273810	V68155656 CONTROL AIR CONDITIONING SERVI	03/08/19		MW	0101-8150-0-5605-0000-8110-077	793.27
68	00273811	V68155653 CONVERGEONE INC	03/08/19		MW	0101-0400-0-4300-1140-1000-002	240.00
68	00273811	V68155653 CONVERGEONE INC	03/08/19		MW	0101-0986-0-4300-0000-6000-050	240.00
68	00273812	V68158820 DAMIAN, HAYDEE	03/08/19		MW	0101-0724-0-5800-5001-3600-000	208.08
68	00273813	V68159567 DE LA PENNA, NANETTE	03/08/19		MW	0101-0004-0-4114-1180-1000-003	15.00
68	00273814	V68156334 DELFOSSE, ANNE	03/08/19		MW	0101-5640-0-5216-5001-2100-000	113.96
68	00273815	V68148175 DESHAZER, ALEX OR DARCY	03/08/19		MW	0101-0724-0-5800-5001-3600-000	162.86
68	00273816	V68157342 DOUCHI, NOUR	03/08/19		MW	0101-0724-0-5800-5001-3600-000	167.04
68	00273817	V68147927 EVIDENT INC	03/08/19		MW	0101-3555-0-4300-3800-1000-006	1,302.82
68	00273818	V68155629 Ferguson Enterprises Inc	03/08/19		MW	0101-8150-0-4500-0000-8110-000	168.26
68	00273819	V68159008 FIVEBT5 INTELLIGENCE GROUP INC	03/08/19		MW	0101-3555-0-5800-3800-1000-001	1,000.00
68	00273819	V68159008 FIVEBT5 INTELLIGENCE GROUP INC	03/08/19		MW	0101-3555-0-5800-3800-1000-006	2,000.00
68	00273820	V68123048 FORNEY, JOHN	03/08/19		MW	0101-0000-0-5216-0000-7690-000	1,224.45
68	00273821	V68149721 FRAIZER, KATHERINE &/OR JERRY	03/08/19		MW	0101-0724-0-5800-5001-3600-000	123.42
68	00273822	V68073437 GANAHL LUMBER CO	03/08/19		MW	0101-0400-0-4300-1140-1000-021	262.25
68	00273823	V68121876 GAU, MARY AND TERRY	03/08/19		MW	0101-0724-0-5800-5001-3600-000	154.51
68	00273824	V68159572 GILSTRAP, TIFFANY	03/08/19		MW	0101-0010-0-5212-1130-1000-000	46.40
68	00273825	V68105417 GINSBERG-BROWN, CLAUDIA	03/08/19		MW	0101-5640-0-5216-5001-2100-000	24.36
68	00273826	V68159521 GUSTAFSON, MARY A.	03/08/19		MW	0101-0010-0-5215-1130-1000-000	15.00

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68	00273827	V68157708 GUTIERREZ, SAUL OR NINA	03/08/19		MW	0101-0724-0-5800-5001-3600-000	154.51
68	00273828	V68158628 HANLEY, KIMBERLY	03/08/19		MW	0101-3010-0-5216-0000-2100-000	48.95
68	00273829	V68159518 HASKELL, SYLVIA	03/08/19		MW	0101-0010-0-5215-1130-1000-000	15.00
68	00273830	V68151531 HD SUPPLY CONSTRUCTION AND	03/08/19		MW	0101-8150-0-4500-0000-8110-000	99.31
68	00273831	V68147116 HD SUPPLY FACILITIES MAINTENAN	03/08/19		MW	0101-8150-0-4500-0000-8110-000	1,093.77
68	00273832	V68059250 HIRSCH PIPE & SUPPLY INC	03/08/19		MW	0101-8150-0-4500-0000-8110-000	92.67
68	00273833	V68144432 HYLTON, CHRIS AND/OR HERMINIA	03/08/19		MW	0101-0724-0-5800-5001-3600-000	216.92
68	00273834	V68118463 ILLINI COMPANIES DBA COMMERCIA	03/08/19		MW	0101-8150-0-4500-0000-8110-000	277.67
68	00273835	V68044032 INTERSTATE BATTERIES OF CALIFO	03/08/19		MW	0101-0724-0-4600-5001-3600-000	1,378.82
68	00273836	V68153485 IPEVO INC	03/08/19		MW	0101-0400-0-4300-1130-1000-077	2,941.58
68	00273837	V68069226 J W PEPPER-LOS ANGELES	03/08/19		MW	0101-0002-0-4300-1140-1000-003	294.84
68	00273838	V68156552 JESRAI, ALICIA	03/08/19		MW	0101-0724-0-5800-5001-3600-000	204.62
68	00273839	V68046445 JOHNSTONE SUPPLY SANTA ANA	03/08/19		MW	0101-8150-0-4500-0000-8110-000	837.87
68	00273840	V68154056 JONES, JEFF	03/08/19		MW	0101-4203-0-5216-4760-2100-000	132.00
68	00273841	V68062513 KELLY PAPER COMPANY	03/08/19		MW	0101-0000-0-4500-0000-7550-000	1,360.93
68	00273842	V68152590 KNILANS, JANET OR FRED	03/08/19		MW	0101-0724-0-5800-5001-3600-000	204.62
68	00273843	V68049480 LAKESHORE LEARNING MATERIALS	03/08/19		MW	0101-0002-0-4300-1130-1000-073	1,039.13
68	00273843	V68049480 LAKESHORE LEARNING MATERIALS	03/08/19		MW	0101-0400-0-4300-1130-1000-079	1,087.00
68	00273843	V68049480 LAKESHORE LEARNING MATERIALS	03/08/19		MW	0101-3386-0-4300-5710-1110-000	33.76
68	00273844	V68052878 LAWNMOWERS ETC	03/08/19		MW	0101-8150-0-5605-0000-8120-000	341.79
68	00273845	V68119649 LIBERTY CLASSICS INC	03/08/19		MW	0101-7220-0-4300-1140-1000-003	175.86
68	00273846	V68159527 LOGAN, TRACI S.	03/08/19		MW	0101-0010-0-5215-1130-1000-000	10.64
68	00273847	V68142446 LYON, LAURA	03/08/19		MW	0101-0010-0-5216-1130-2700-000	58.66
68	00273848	V68145631 MARBLESOFT LLC DBA KEYGUARD AS	03/08/19		MW	0101-6500-0-4300-5750-1190-000	77.05
68	00273849	V68154696 MARDER, JEFF	03/08/19		MW	0101-0724-0-5800-5001-3600-000	296.50
68	00273850	V68146816 MARTINEZ, ROBERTO OR CHRISTINA	03/08/19		MW	0101-0724-0-5800-5001-3600-000	138.04
68	00273851	V68155698 MENDOZA, ALFREDO	03/08/19		MW	0101-0724-0-5800-5001-3600-000	102.54
68	00273852	V68053447 MILLAT, CARRIE	03/08/19		MW	0101-0010-0-5215-1130-1000-000	100.00
68	00273853	V68159563 MIRANDA, ALAN	03/08/19		MW	0101-0730-0-4500-1110-3600-000	22.00
68	00273853	V68159563 MIRANDA, ALAN	03/08/19		MW	0101-0724-0-4500-5001-3600-000	22.00
68	00273854	V68159564 MORGAN, JENNIFER OR MICHAEL	03/08/19		MW	0101-0004-0-4114-1180-1000-005	15.00
68	00273855	V68153095 NAKANISHI, KAZUYAKI OR LEANNE	03/08/19		MW	0101-0724-0-5800-5001-3600-000	226.43
68	00273856	V68157512 NEOGOV	03/08/19		MW	0101-0000-0-5800-0000-7400-000	600.00

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68	00273857	V68156613 NOWAK, JOSHUA OR KIMBERLY	03/08/19		MW	0101-0724-0-5800-5001-3600-000	179.57
68	00273858	V68150483 O LEARY, DARLA	03/08/19		MW	0101-0010-0-5216-0000-2100-000	73.08
68	00273859	V68156289 O'NEILL, JENNIFER OR KENNETH	03/08/19		MW	0101-0724-0-5800-5001-3600-000	300.67
68	00273860	V68066589 OCEAN INSTITUTE	03/08/19		MW	0101-0400-0-5840-1130-1000-055	1,420.00
68	00273860	V68066589 OCEAN INSTITUTE	03/08/19		MW	0101-0400-0-5840-1130-1000-064	2,030.00
68	00273860	V68066589 OCEAN INSTITUTE	03/08/19		MW	0101-0400-0-5840-1130-1000-079	10,074.45
68	00273860	V68066589 OCEAN INSTITUTE	03/08/19		MW	0101-3010-0-5840-1110-1000-079	6,201.55
68	00273861	V68149632 OSBORNE, RICHARD & DAYNA	03/08/19		MW	0101-0724-0-5800-5001-3600-000	296.50
68	00273862	V68104553 PEARSON EDUCATION	03/08/19		MW	0101-0002-0-4300-3300-1000-017	1,130.73
68	00273863	V68153392 PETZOLD, DIONNE	03/08/19		MW	0101-0010-0-5215-1130-1000-000	100.00
68	00273864	V68141497 PIANTA, REBECCA	03/08/19		MW	0101-5640-0-5216-5001-2100-000	71.69
68	00273865	V68150648 PINO, DAVID	03/08/19		MW	0101-3010-0-5215-3200-1000-018	201.56
68	00273866	V68157989 PRICE, EMILY	03/08/19		MW	0101-0002-0-4300-1140-1000-006	99.07
68	00273867	V68106119 PROFESSIONAL TUTORS OF AMERICA	03/08/19		MW	0101-4201-0-5800-4760-1000-000	4,290.00
68	00273868	V68116056 RANCHO MISSION VIEJO LAND	03/08/19		MW	0101-0400-0-5840-1130-1000-055	630.00
68	00273869	V68114687 REISCHL, VIRGINIA	03/08/19		MW	0101-0010-0-5216-0000-2100-000	157.53
68	00273870	V68118525 RODAS, PHILLIP OR CAROLYN	03/08/19		MW	0101-0724-0-5800-5001-3600-000	193.26
68	00273871	V68155119 RUSSOMANNO, ANTHONY	03/08/19		MW	0101-0790-0-5216-0000-3110-000	40.60
68	00273872	V68159560 SALCIDO, NORMA	03/08/19		MW	0101-0400-0-5840-1130-1000-079	300.00
68	00273873	V68078255 SAN DIEGO GAS & ELECTRIC	03/08/19		MW	0101-0000-0-5500-0000-8200-000	89,043.50
68	00273874	V68079190 SANTA MARGARITA WATER	03/08/19		MW	0101-0000-0-5500-0000-8200-000	2,233.71
68	00273875	V68079860 SCHOOL SERVICES OF CALIFORNIA	03/08/19		MW	0101-0000-0-5216-0000-7520-000	290.00
68	00273876	V68158592 SCIENCE ON THE GO INC.	03/08/19		MW	0101-0400-0-5800-1130-1000-081	500.00
68	00273877	V68145813 SEGERSTROM CENTER FOR THE ARTS	03/08/19		MW	0101-0400-0-5800-1130-1000-087	1,220.00
68	00273878	V68157148 SERRATOS, EUTQUIO	03/08/19		MW	0101-0724-0-5800-5001-3600-000	968.83
68	00273879	V68156789 SHAMI, WASIF	03/08/19		MW	0101-0724-0-5800-5001-3600-000	392.54
68	00273880	V68159566 SNYDER, RODERICK OR DANIELLE	03/08/19		MW	0101-0004-0-4114-1180-1000-003	20.00
68	00273881	V68084100 SO CA GAS CO	03/08/19		MW	0101-0000-0-5500-0000-8200-000	99.66
68	00273882	V68108107 SOLUTION TREE INC	03/08/19		MW	0101-0002-0-5215-1140-1000-024	3,145.00
68	00273883	V68156709 SOTO, KENNETH	03/08/19		MW	0101-3010-0-5215-1110-1000-021	200.00
68	00273884	V68143011 SOUTH COAST WATER DISTRICT	03/08/19		MW	0101-0000-0-5500-0000-8200-000	1,161.59
68	00273885	V68122718 SOUTHERN CALIFORNIA EDISON	03/08/19		MW	0101-0000-0-5500-0000-8200-000	31,323.89
68	00273886	V68150986 STEVER, JANELLE	03/08/19		MW	0101-6500-0-5216-5001-2100-000	19.51

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68	00273887	V68159525 TAGLIERI, CHRISTINE	03/08/19		MW	0101-0010-0-5215-1130-1000-000	9.23
68	00273888	V68149945 THE ALARM AND SPRINKLER CO INC	03/08/19		MW	0101-8150-0-5605-0000-8110-000	1,485.00
68	00273889	V68141506 THE LIFETRENDS GROUP TLTG INC	03/08/19		MW	0101-0002-0-4500-0000-2700-004	91.74
68	00273890	V68036075 W W GRAINGER INC	03/08/19		MW	0101-8150-0-4500-0000-8110-000	1,096.75
68	00273894	V68110273 WATERLINES TECHNOLOGIES INC	03/08/19		MW	0101-8150-0-4500-0000-8110-000	42,423.12
68	00273895	V68118290 WATSON, MALISSA	03/08/19		MW	0101-0724-0-5800-5001-3600-000	1,274.43
68	00273896	V68159526 WERTHMULLER, KELLY	03/08/19		MW	0101-0010-0-5215-1130-1000-000	13.67
68	00273897	V68155130 WHEELER, ANTOINETTE T	03/08/19		MW	0101-5640-0-5216-5001-2700-000	185.53
68	00273898	V68152701 WHITE, ANTHONY OR TAMMY	03/08/19		MW	0101-0004-0-4114-1180-1000-003	21.00
68	00273899	V68159569 WOODS, MARK OR ASHLEY	03/08/19		MW	0101-0724-0-5800-5001-3600-000	2,438.11
68	00273900	V68159568 XU, PENG OR YULI FU	03/08/19		MW	0101-0724-0-5800-5001-3600-000	31.55
68	00273901	V68150700 ZONAR SYSTEMS INC	03/08/19		MW	0101-0501-0-5800-1110-3600-000	17,465.71
68	00273901	V68150700 ZONAR SYSTEMS INC	03/08/19		MW	0101-0501-0-5800-5001-3600-000	26,198.57
68	00273915	V68047970 KNORR SYSTEMS INC	03/11/19		MW	0101-8150-0-4500-0000-8110-000	216.61
68	00273915	V68047970 KNORR SYSTEMS INC	03/11/19		MW	0101-8150-0-5605-0000-8110-000	1,966.81
68	00273917	V68058875 ATKINSON ANDELSON LOYA	03/12/19		MW	0101-6500-0-5820-5001-2100-000	73,203.46
68	00273918	V68001018 A Z BUS SALES INC	03/13/19		MW	0101-0730-0-4600-1110-3600-000	3,202.64
68	00273919	V68159435 ACADEMIC LEARNING COMPANY DBA	03/13/19		MW	0101-3010-0-4300-1110-1000-054	149.10
68	00273920	V68151145 ACER SERVICES CORPORATION	03/13/19		MW	0101-0000-0-4500-0000-7700-000	91.98
68	00273921	V68048603 ACORN NATURALISTS	03/13/19		MW	0101-0002-0-4300-1130-1000-074	162.46
68	00273922	V68145645 ALISO NIGUEL AUTO CARE	03/13/19		MW	0101-8150-0-5605-0000-8230-000	836.17
68	00273923	V68155055 AMBUTECH INC	03/13/19		MW	0101-6500-0-4500-5770-3140-000	47.45
68	00273924	V68120139 AMERICAN LOGISTICS COMPANY LLC	03/13/19		MW	0101-0724-0-5800-5001-3600-000	70,187.50
68	00273925	V68111606 APPLE INC	03/13/19		MW	0101-0400-0-4300-1130-1000-077	409.46
68	00273925	V68111606 APPLE INC	03/13/19		MW	0101-0986-0-4405-0000-6000-006	1,350.80
68	00273925	V68111606 APPLE INC	03/13/19		MW	0101-3555-0-4400-3800-1000-003	2,088.49
68	00273926	V68002717 ARBOR SCIENTIFIC	03/13/19		MW	0101-0010-0-4300-1140-1000-000	173.03
68	00273927	V68151174 ARIZONA MACHINERY LLC DBA STOT	03/13/19		MW	0101-0000-0-5605-0000-8220-000	607.68
68	00273928	V68159434 ASLAMYAR, MINA NAWABI AND/OR S	03/13/19		MW	0101-3315-0-5802-5730-1180-000	5,424.57
68	00273929	V68004448 ASSOCIATED BUSINESS PRODUCTS	03/13/19		MW	0101-8150-0-5605-0000-8110-000	165.97
68	00273930	V68106070 AT&T	03/13/19		MW	0101-8150-0-5800-0000-8110-000	132.41
68	00273931	V68157591 BAKY, SAMER AND NERMEEN	03/13/19		MW	0101-6500-0-5800-5750-3140-000	400.00
68	00273932	V68049767 BENS ASPHALT	03/13/19		MW	0101-8150-0-5605-0000-8110-000	3,800.00

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68	00273933	V68048010 BIG D SUPPLY	03/13/19		MW	0101-8150-0-4500-0000-8110-000	16.27
68	00273934	V68154658 BIG E GROUP, THE	03/13/19		MW	0101-8150-0-4500-0000-8110-000	166.34
68	00273935	V68146382 BJ BINDERY INC	03/13/19		MW	0101-0000-0-5800-0000-7550-000	356.00
68	00273936	V68145318 BRINKS INC.	03/13/19		MW	0101-0000-0-5800-0000-7300-000	51.63
68	00273937	V68159495 BROWN INDUSTRIES INC	03/13/19		MW	0101-0400-0-4500-0000-3600-000	1,050.99
68	00273938	V68154657 BUILD A SIGN LLC	03/13/19		MW	0101-0002-0-4500-0000-2700-054	80.77
68	00273939	V68150040 BUSINESS INTERPRISE PROFESSION	03/13/19		MW	0101-6512-0-5115-5750-3110-000	1,700.00
68	00273940	V68146284 BUSWEST LLC	03/13/19		MW	0101-0730-0-4600-1110-3600-000	1,044.90
68	00273941	V68141660 CAL-STATE AUTO PARTS INC	03/13/19		MW	0101-0724-0-4600-5001-3600-000	147.72
68	00273942	V68145221 CALIFORNIA WEEKLY EXPLORER INC	03/13/19		MW	0101-0400-0-5800-1130-1000-063	1,110.00
68	00273942	V68145221 CALIFORNIA WEEKLY EXPLORER INC	03/13/19		MW	0101-0400-0-5800-1130-1000-086	1,440.00
68	00273943	V68015090 CAMLOX INDUSTRIES INC dba WEST	03/13/19		MW	0101-8150-0-5605-0000-8110-000	370.00
68	00273944	V68016950 CAROLINA BIOLOGICAL SUPPLY CO.	03/13/19		MW	0101-0002-0-4300-1140-1000-028	114.23
68	00273944	V68016950 CAROLINA BIOLOGICAL SUPPLY CO.	03/13/19		MW	0101-3010-0-4300-1110-1000-021	635.27
68	00273945	V68148594 CCEA MODEL SCHOOLS PROGRAM	03/13/19		MW	0101-3010-0-5216-3200-2700-018	545.00
68	00273946	V68106764 CDWG Inc	03/13/19		MW	0101-0400-0-4300-1140-1000-030	1,483.72
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0000-0-4500-0000-7180-000	640.95
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0000-0-4500-0000-7300-000	213.00
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0002-0-4300-1140-1000-022	102.14
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0400-0-4500-0000-2700-061	102.14
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0400-0-4300-1130-1000-073	223.35
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0755-0-4300-1140-1000-001	2,261.67
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0755-0-4400-1140-1000-002	5,666.94
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0755-0-4300-1140-1000-027	175.41
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0755-0-4300-1130-1000-055	1,021.15
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0755-0-4300-1130-1000-073	2,159.00
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0755-0-4300-1130-1000-087	29.91
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0755-0-4300-1130-1000-061	2,930.81
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0755-0-4300-1130-1000-075	1,483.72
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-0755-0-4400-3300-1000-019	988.07
68	00273947	V68106764 CDWG Inc	03/13/19		MW	0101-5640-0-4500-5001-2100-000	175.41
68	00273948	V68123912 CENGAGE LEARNING	03/13/19		MW	0101-0002-0-4300-1140-1000-002	168.00
68	00273949	V68017386 CERTIFIED TRANSPORTATION SERVI	03/13/19		MW	0101-1100-0-5838-1140-4200-003	867.69



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68	00273949	V680017386 CERTIFIED TRANSPORTATION SERVI	03/13/19		MW	0101-11100-0-5838-1140-4200-005	468.46
68	00273950	V68158826 CHERRY GULCH INC	03/13/19		MW	0101-6500-0-5803-5750-1180-000	4,106.25
68	00273950	V68158826 CHERRY GULCH INC	03/13/19		MW	0101-6512-0-5104-5750-1180-000	1,040.25
68	00273950	V68158826 CHERRY GULCH INC	03/13/19		MW	0101-6512-0-5104-5750-3120-000	5,803.50
68	00273951	V68146234 CINTAS CORPORATION #640	03/13/19		MW	0101-0000-0-5800-0000-8310-000	45.55
68	00273951	V68146234 CINTAS CORPORATION #640	03/13/19		MW	0101-0730-0-5800-1110-3600-000	118.13
68	00273951	V68146234 CINTAS CORPORATION #640	03/13/19		MW	0101-0724-0-5800-5001-3600-000	118.13
68	00273951	V68146234 CINTAS CORPORATION #640	03/13/19		MW	0101-8150-0-5605-0000-8110-000	509.91
68	00273952	V68018870 CITY OF SAN CLEMENTE	03/13/19		MW	0101-0000-0-5500-0000-8200-000	18,858.92
68	00273953	V68018872 CITY OF SAN JUAN CAPISTRANO	03/13/19		MW	0101-8150-0-5800-0000-8120-000	1,845.12
68	00273954	V68147693 COMPLETE OFFICE OF CA	03/13/19		MW	0101-0000-0-4500-0000-2100-000	-68.71
68	00273954	V68147693 COMPLETE OFFICE OF CA	03/13/19		MW	0101-0000-0-4500-0000-7300-000	-33.39
68	00273954	V68147693 COMPLETE OFFICE OF CA	03/13/19		MW	0101-0000-0-4500-0000-7690-000	211.46
68	00273954	V68147693 COMPLETE OFFICE OF CA	03/13/19		MW	0101-0790-0-4500-4760-2100-000	164.30
68	00273954	V68147693 COMPLETE OFFICE OF CA	03/13/19		MW	0101-3010-0-4500-0000-2100-000	50.82
68	00273955	V68027192 CONSOLIDATED ELECTRICAL DISTR	03/13/19		MW	0101-8150-0-4500-0000-8110-000	446.49
68	00273956	V68148595 CONTEMPORARY SERVICES CORP	03/13/19		MW	0101-0000-0-5800-0000-8300-000	298.00
68	00273957	V68001404 COSTCO S.J.C.	03/13/19		MW	0101-0400-0-4500-0000-2700-002	29.40
68	00273958	V68145918 CREATIVE FORMS DESIGN INC	03/13/19		MW	0101-0010-0-4500-0000-2700-004	5,419.16
68	00273959	V68024000 CULVER-NEWLIN INC	03/13/19		MW	0101-0002-0-4300-0000-2700-003	954.24
68	00273959	V68024000 CULVER-NEWLIN INC	03/13/19		MW	0101-0002-0-4500-0000-2700-006	430.57
68	00273959	V68024000 CULVER-NEWLIN INC	03/13/19		MW	0101-0004-0-4300-1180-2420-003	1,013.71
68	00273960	V68024113 CURRICULUM ASSOCIATES	03/13/19		MW	0101-6500-0-4300-5750-1190-000	409.11
68	00273961	V68148640 DECISIONSITE LLC	03/13/19		MW	0101-0730-0-4500-1110-3600-000	1,425.00
68	00273961	V68148640 DECISIONSITE LLC	03/13/19		MW	0101-0724-0-4500-5001-3600-000	1,425.00
68	00273962	V68158357 DELFS, DEAN AND ALEXANDRA	03/13/19		MW	0101-6500-0-5800-5750-3120-000	2,000.00
68	00273963	V68026000 DENAULT S HARDWARE	03/13/19		MW	0101-0400-0-4300-1130-1000-055	87.22
68	00273964	V68009300 DICK BLICK WEST	03/13/19		MW	0101-0002-0-4300-1140-1000-025	162.14
68	00273965	V68159416 DOWNEY, KENNESSE	03/13/19		MW	0101-6500-0-5800-5750-3600-000	5,854.71
68	00273966	V68158973 DRAMATISTS PLAY SERVICE INC.	03/13/19		MW	0101-0400-0-4300-1140-1000-004	544.14
68	00273967	V68028500 DUNN-EDWARDS CORP	03/13/19		MW	0101-8150-0-4500-0000-8110-000	214.35
68	00273968	V68141791 FACTORY MOTOR PARTS	03/13/19		MW	0101-0724-0-4600-5001-3600-000	64.83
68	00273969	V68118205 FASTENAL COMPANY	03/13/19		MW	0101-8150-0-4500-0000-8110-000	880.75

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68	00273970	V68032535 FEDERAL EXPRESS CORP	03/13/19		MW	0101-0000-0-5900-0000-7540-000	145.66
68	00273971	V68155629 Ferguson Enterprises Inc	03/13/19		MW	0101-8150-0-4500-0000-8110-000	4,662.38
68	00273972	V68159585 HAHN, PATRICIA	03/13/19		MW	0101-0000-0-8699-0000-0000-000	349.53
68	00273973	V68153485 IPEVO INC	03/13/19		MW	0101-0400-0-4300-1130-1000-084	1,500.96
68	00273974	V68144628 JFK TRANSPORTATION CO INC	03/13/19		MW	0101-0400-0-5838-1130-1000-087	1,580.00
68	00273974	V68144628 JFK TRANSPORTATION CO INC	03/13/19		MW	0101-3010-0-5838-1110-1000-021	688.25
68	00273974	V68144628 JFK TRANSPORTATION CO INC	03/13/19		MW	0101-0730-0-8699-0000-0000-000	533.25
68	00273975	V68117759 JOSTENs INC.	03/13/19		MW	0101-0010-0-4500-0000-2700-005	1,838.65
68	00273976	V68152415 LAPPIN, RICHARD	03/13/19		MW	0101-6512-0-5115-5750-3110-000	1,275.00
68	00273977	V68056480 MAR VAC ELECTRONICS	03/13/19		MW	0101-8150-0-4500-0000-8110-000	498.78
68	00273978	V68104005 MARKERBOARD PEOPLE	03/13/19		MW	0101-0010-0-4300-1140-1000-000	83.50
68	00273979	V68154370 MARTIN ZETTEL INC	03/13/19		MW	0101-8150-0-4500-0000-8110-000	423.67
68	00273980	V68055550 MCGRAW-HILL SCHOOL EDUCATION H	03/13/19		MW	0101-6300-0-4300-1110-1000-000	984.18
68	00273981	V68105874 MEDCO SUPPLY	03/13/19		MW	0101-1100-0-4400-1140-4200-004	80.82
68	00273982	V68142582 MESA GOLF CARTS	03/13/19		MW	0101-0000-0-5605-0000-8210-000	200.40
68	00273983	V68040147 MOBILE COMMUNICATION REPAIR	03/13/19		MW	0101-0400-0-4500-0000-2700-050	252.14
68	00273984	V68061270 MOULTON NIGUEL WATER	03/13/19		MW	0101-0000-0-5500-0000-8200-000	5,674.19
68	00273985	V68121862 NCS PEARSON INC.	03/13/19		MW	0101-0000-0-4500-0000-3120-000	1,933.42
68	00273985	V68121862 NCS PEARSON INC.	03/13/19		MW	0101-0010-0-5800-0000-3160-000	33,963.57
68	00273985	V68121862 NCS PEARSON INC.	03/13/19		MW	0101-6500-0-4500-5001-3120-000	2,900.15
68	00273985	V68121862 NCS PEARSON INC.	03/13/19		MW	0101-6500-0-4300-5001-3150-000	1,736.94
68	00273985	V68121862 NCS PEARSON INC.	03/13/19		MW	0101-6500-0-4500-5750-3140-000	1,171.38
68	00273986	V68067744 NILES BIOLOGICAL INC	03/13/19		MW	0101-6300-0-4300-1110-1000-000	158.78
68	00273987	V68157103 NORMATIVE SERVICES iNC	03/13/19		MW	0101-6500-0-5803-5750-1180-000	2,500.00
68	00273987	V68157103 NORMATIVE SERVICES iNC	03/13/19		MW	0101-6512-0-5104-5750-1180-000	3,042.73
68	00273987	V68157103 NORMATIVE SERVICES iNC	03/13/19		MW	0101-6512-0-5104-5750-3120-000	3,651.27
68	00273988	V68158242 NSWC MECHANICAL SERVICE LLC	03/13/19		MW	0101-8150-0-5605-0000-8110-000	1,896.00
68	00273989	V68149897 O REILLY AUTO PARTS	03/13/19		MW	0101-8150-0-4500-0000-8230-000	160.39
68	00273990	V68155701 OC AUTO COLLISION	03/13/19		MW	0101-0724-0-5605-5001-3600-000	6,210.80
68	00273991	V68066589 OCEAN INSTITUTE	03/13/19		MW	0101-0400-0-5840-1130-1000-056	718.00
68	00273992	V68157746 OLIVERAS, AIMEE	03/13/19		MW	0101-0000-0-8699-0000-0000-000	20.63
68	00273993	V68105525 ONE STOP BINDERY	03/13/19		MW	0101-0000-0-5800-0000-7550-000	135.00
68	00273994	V68116411 ORANGE COUNTY REGISTER DBA THE	03/13/19		MW	0101-0000-0-5800-0000-7530-000	5,753.64

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68	00273995	V68144145 PACWEST AIR FILTER LLC	03/13/19		MW	0101-8150-0-4500-0000-8110-000	2,041.65
68	00273996	V68068227 PARKHOUSE TIRE INC.	03/13/19		MW	0101-0724-0-4600-5001-3600-000	674.86
68	00273997	V68153564 PATON MILLER LLC DBA	03/13/19		MW	0101-3555-0-4400-3800-1000-002	997.93
68	00273998	V68069310 PERMA-BOUND	03/13/19		MW	0101-0004-0-4114-1180-1000-002	8,597.64
68	00273999	V68154724 PINNACLE PETROLEUM INC	03/13/19		MW	0101-0724-0-4600-5001-3600-000	20,762.68
68	00273999	V68154724 PINNACLE PETROLEUM INC	03/13/19		MW	0101-8150-0-4500-0000-8230-000	20,898.02
68	00274000	V68156525 POOL WATER RECYCLING LLC	03/13/19		MW	0101-8150-0-5605-0000-8110-000	2,500.00
68	00274001	V68156480 Premier Healthcare Services LL	03/13/19		MW	0101-6500-0-5801-5750-3141-000	3,486.15
68	00274001	V68156480 Premier Healthcare Services LL	03/13/19		MW	0101-6500-0-5801-5770-3141-000	2,992.50
68	00274002	V68121392 PRENTKE ROMICH CO. DBA PRC-SAL	03/13/19		MW	0101-6500-0-4300-5750-1190-000	280.50
68	00274003	V68021466 PRO-ED INC	03/13/19		MW	0101-6500-0-4500-5001-3150-000	218.90
68	00274004	V68103295 PSYCHOLOGICAL ASSESSMENT RESOU	03/13/19		MW	0101-0000-0-4500-0000-3120-000	785.86
68	00274004	V68103295 PSYCHOLOGICAL ASSESSMENT RESOU	03/13/19		MW	0101-6500-0-4500-5001-3120-000	1,178.80
68	00274005	V68149719 Q FENCE AND FABRICATION INC	03/13/19		MW	0101-8150-0-5605-0000-8110-000	1,300.00
68	00274006	V68157980 RICOH USA INC.	03/13/19		MW	0101-0000-0-5600-1110-1000-099	5,437.00
68	00274007	V68156535 RIVERA-WEINTRAUB, VERONICA	03/13/19		MW	0101-6500-0-5800-5750-1190-000	330.00
68	00274008	V68145500 RUSSELL SIGLER INC	03/13/19		MW	0101-8150-0-4500-0000-8110-000	453.58
68	00274009	V68078255 SAN DIEGO GAS & ELECTRIC	03/13/19		MW	0101-0000-0-5500-0000-8200-000	68,852.58
68	00274010	V68078933 SANTA ANA ZOO	03/13/19		MW	0101-0400-0-5840-1130-1000-054	330.00
68	00274011	V68079280 SARGENT-WELCH SCIENTIFIC	03/13/19		MW	0101-3555-0-4300-3800-1000-001	896.73
68	00274012	V68081940 SHAMROCK SUPPLY CO INC	03/13/19		MW	0101-0000-0-9321-0000-0000-000	412.54
68	00274013	V68153530 SIMPSON IRVINE INC	03/13/19		MW	0101-8150-0-4500-0000-8230-000	1,053.64
68	00274014	V68112866 SMARDAN SUPPLY COMPANY	03/13/19		MW	0101-8150-0-4500-0000-8110-000	1,843.65
68	00274015	V68083350 SMART & FINAL **SCHOOL SITES**	03/13/19		MW	0101-0002-0-4300-1140-1000-001	54.32
68	00274015	V68083350 SMART & FINAL **SCHOOL SITES**	03/13/19		MW	0101-0002-0-4300-1140-1000-003	110.38
68	00274015	V68083350 SMART & FINAL **SCHOOL SITES**	03/13/19		MW	0101-0002-0-4300-1140-1000-025	169.19
68	00274015	V68083350 SMART & FINAL **SCHOOL SITES**	03/13/19		MW	0101-0002-0-4300-1140-1000-029	49.35
68	00274015	V68083350 SMART & FINAL **SCHOOL SITES**	03/13/19		MW	0101-0002-0-4300-5750-1110-049	242.44
68	00274015	V68083350 SMART & FINAL **SCHOOL SITES**	03/13/19		MW	0101-0400-0-4300-1130-1000-055	47.83
68	00274015	V68083350 SMART & FINAL **SCHOOL SITES**	03/13/19		MW	0101-3555-0-4300-3800-1000-018	114.09
68	00274015	V68083350 SMART & FINAL **SCHOOL SITES**	03/13/19		MW	0101-6500-0-4300-5750-1190-000	168.76
68	00274016	V68152565 SNAP ON INCORPORATED	03/13/19		MW	0101-0730-0-4600-1110-3600-000	1,028.51
68	00274017	V68084100 SO CA GAS CO	03/13/19		MW	0101-0000-0-5500-0000-8200-000	10,693.35

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68	00274018	V68159337 SOKA UNIVERSITY OF AMERICA DBA	03/13/19		MW	0101-0000-0-5600-0000-7180-000	5,000.00
68	00274019	V68148580 SOLLANT HEALTH INC	03/13/19		MW	0101-6500-0-5101-5750-1181-000	3,539.50
68	00274019	V68148580 SOLLANT HEALTH INC	03/13/19		MW	0101-6500-0-5801-5750-1181-000	1,502.25
68	00274019	V68148580 SOLLANT HEALTH INC	03/13/19		MW	0101-6500-0-5101-5770-1181-000	3,539.50
68	00274019	V68148580 SOLLANT HEALTH INC	03/13/19		MW	0101-6500-0-5801-5770-1181-000	1,502.25
68	00274020	V68083880 SOUTH COAST DISTRIBUTING CO	03/13/19		MW	0101-0000-0-4500-0000-8210-000	66.16
68	00274021	V68122718 SOUTHERN CALIFORNIA EDISON	03/13/19		MW	0101-0000-0-5500-0000-8200-000	42,026.12
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0000-0-4500-0000-7180-000	75.55
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0000-0-4500-1180-2420-000	13.62
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0000-0-4300-1130-1000-089	633.60
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4500-0000-2700-006	127.59
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-050	261.47
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-053	9.46
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-054	121.14
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-055	132.45
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-059	35.49
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-064	639.77
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-067	289.41
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-071	63.67
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-072	21.85
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-077	174.19
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-078	63.12
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-081	500.30
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-085	541.29
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-086	261.36
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1130-1000-089	520.68
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1140-1000-002	165.13
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1140-1000-003	493.81
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1140-1000-005	226.51
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1140-1000-006	127.59
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1140-1000-023	192.13
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1140-1000-024	199.60
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1140-1000-026	129.89

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68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1140-1000-027	179.89
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1140-1000-029	68.65
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1140-1000-031	94.48
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0002-0-4300-1140-1000-032	442.86
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0400-0-4300-1130-1000-087	276.42
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-3410-0-4300-5750-1190-000	363.88
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0730-0-4500-1110-3600-000	31.80
68	00274022	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	0101-0724-0-4500-5001-3600-000	74.20
68	00274023	V68084800 SPARKLETTS	03/13/19		MW	0101-0002-0-4300-0000-2700-052	37.94
68	00274023	V68084800 SPARKLETTS	03/13/19		MW	0101-0002-0-4500-3300-2700-019	36.92
68	00274023	V68084800 SPARKLETTS	03/13/19		MW	0101-0400-0-4500-0000-2700-049	41.28
68	00274023	V68084800 SPARKLETTS	03/13/19		MW	0101-6500-0-4500-5001-2700-000	65.03
68	00274024	V68050288 SPICERS PAPER INC	03/13/19		MW	0101-0000-0-4500-0000-7550-000	66,084.00
68	00274025	V68150055 STAFFREHAB	03/13/19		MW	0101-6500-0-5801-5750-1181-000	385.00
68	00274025	V68150055 STAFFREHAB	03/13/19		MW	0101-6500-0-5801-5770-1181-000	385.00
68	00274026	V68007162 STAPLES BUSINESS ADVANTAGE	03/13/19		MW	0101-0000-0-4500-0000-7550-000	24.52
68	00274027	V68159227 STERNS, JEFF	03/13/19		MW	0101-3010-0-5800-1110-1000-000	891.58
68	00274028	V68100305 STOELTING CO	03/13/19		MW	0101-0000-0-4500-0000-3120-000	332.28
68	00274028	V68100305 STOELTING CO	03/13/19		MW	0101-6500-0-4500-5001-3120-000	498.42
68	00274029	V68088864 SUPER DUPER INC.	03/13/19		MW	0101-6500-0-4300-5750-1190-000	98.37
68	00274029	V68088864 SUPER DUPER INC.	03/13/19		MW	0101-6500-0-4300-5770-1190-000	98.38
68	00274030	V68109559 SUPPLY LINE BUILDING MATERIALS	03/13/19		MW	0101-8150-0-4500-0000-8110-000	323.68
68	00274031	V68159223 TALLENT, PAUL H.	03/13/19		MW	0101-0000-0-8699-0000-0000-000	324.50
68	00274032	V68104928 TELL STEEL INC	03/13/19		MW	0101-8150-0-4500-0000-8110-000	97.35
68	00274033	V68158754 TERRY TAO DBA THE TAO FIRM	03/13/19		MW	0101-0000-0-5820-0000-7690-000	525.00
68	00274034	V68152808 THE PEP BOYS-MANNY MOE JACK OF	03/13/19		MW	0101-0730-0-4600-1110-3600-000	128.53
68	00274035	V68159040 THEN, ANIELA	03/13/19		MW	0101-3010-0-5800-1110-1000-000	489.46
68	00274036	V68059238 TRANSPORTATION CHARTER SERVICE	03/13/19		MW	0101-1100-0-5838-1140-4100-004	710.00
68	00274037	V68158619 TREETOP PUBLISHING INC	03/13/19		MW	0101-0002-0-4300-1130-1000-064	121.28
68	00274038	V68112012 TRUCPARCO	03/13/19		MW	0101-0730-0-4600-1110-3600-000	364.12
68	00274039	V68147300 TUTTLE CLICK FORD LINCOLN	03/13/19		MW	0101-0724-0-4600-5001-3600-000	208.00
68	00274040	V68154648 UC REGENTS	03/13/19		MW	0101-0000-0-8699-0000-0000-000	2,100.00
68	00274041	V68147126 UC REGENTS	03/13/19		MW	0101-0000-0-8699-0000-0000-000	700.00

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68	00274042	V68147126 UC REGENTS	03/13/19		MW	0101-0000-0-8699-0000-0000-000	1,050.00
68	00274043	V68093334 UNITED RENTALS	03/13/19		MW	0101-0000-0-4500-0000-7540-000	66.81
68	00274044	V68063271 VERNIER SOFTWARE & TECHNOLOGY	03/13/19		MW	0101-0010-0-4300-1140-1000-000	1,572.04
68	00274045	V68156644 VILLA SANTA MARIA INC	03/13/19		MW	0101-6500-0-5803-5750-1180-000	5,112.82
68	00274045	V68156644 VILLA SANTA MARIA INC	03/13/19		MW	0101-6512-0-5104-5750-3120-000	3,408.55
68	00274046	V68153411 VIRGINIA CROWE	03/13/19		MW	0101-6500-0-5800-5750-1190-000	835.67
68	00274047	V68144734 VISTA HIGHER LEARNING INC	03/13/19		MW	0101-0400-0-4300-1140-1000-004	231.46
68	00274048	V68113794 WERTHEIMER-GALE & ASSOCIATES	03/13/19		MW	0101-6500-0-5801-5750-3141-000	299.52
68	00274049	V68098060 WESTERN PSYCHOLOGICAL SERVICES	03/13/19		MW	0101-6500-0-4500-5001-3150-000	592.63
68	00274049	V68098060 WESTERN PSYCHOLOGICAL SERVICES	03/13/19		MW	0101-6500-0-4500-5750-3140-000	979.02
68	00274050	V68157745 YAMAMOTO, KENNY	03/13/19		MW	0101-0000-0-8699-0000-0000-000	1,700.73
68	00274064	V68141916 BANNERMAN, CARY OR KELLY	03/14/19		MW	0101-0724-0-5800-5001-3600-000	338.26
68	00274065	V68157446 BILL WILSON MACHINE SETUP & RE	03/14/19		MW	0101-8150-0-5605-0000-8110-000	405.98
68	00274066	V68145318 BRINKS INC.	03/14/19		MW	0101-0000-0-5800-0000-7300-000	216.61
68	00274067	V68146929 CENTRAL DRUG SYSTEM INC	03/14/19		MW	0101-0400-0-5800-1140-3900-004	1,000.00
68	00274068	V68147693 COMPLETE OFFICE OF CA	03/14/19		MW	0101-0000-0-4500-0000-7300-000	0.00
68	00274068	V68147693 COMPLETE OFFICE OF CA	03/14/19		MW	0101-8150-0-4500-0000-8110-000	64.06
68	00274069	V68156203 EKC ENTERPRISES INC	03/14/19		MW	0101-0400-0-4300-1140-1000-022	13,905.00
68	00274070	V68142827 FERREN, MATHEW & KATIE	03/14/19		MW	0101-0724-0-5800-5001-3600-000	242.21
68	00274071	V68032964 FLINN SCIENTIFIC INC	03/14/19		MW	0101-0002-0-4300-1140-1000-005	56.57
68	00274071	V68032964 FLINN SCIENTIFIC INC	03/14/19		MW	0101-0010-0-4300-1140-1000-000	251.51
68	00274072	V68117493 GAMETIME	03/14/19		MW	0101-8150-0-4500-0000-8110-000	914.35
68	00274073	V68073437 GANAHL LUMBER CO	03/14/19		MW	0101-8150-0-4500-0000-8110-000	129.62
68	00274074	V68067610 GEARY PACIFIC CORP	03/14/19		MW	0101-8150-0-4405-0000-8110-000	7,973.74
68	00274075	V68035735 GOPHER ATHLETIC	03/14/19		MW	0101-0400-0-4300-1130-1000-086	1,984.50
68	00274076	V68083487 HAWTHORNE EDUCATIONAL SERVICES	03/14/19		MW	0101-6500-0-4500-5001-3120-000	48.50
68	00274077	V68151531 HD SUPPLY CONSTRUCTION AND	03/14/19		MW	0101-0000-0-4500-0000-8220-000	1,188.32
68	00274078	V68147116 HD SUPPLY FACILITIES MAINTENAN	03/14/19		MW	0101-8150-0-4500-0000-8110-000	585.68
68	00274079	V68059250 HIRSCH PIPE & SUPPLY INC	03/14/19		MW	0101-8150-0-4500-0000-8110-000	499.81
68	00274080	V68041995 HOUGHTON MIFFLIN HARCOURT PUBL	03/14/19		MW	0101-0000-0-4500-0000-3120-000	4,651.08
68	00274080	V68041995 HOUGHTON MIFFLIN HARCOURT PUBL	03/14/19		MW	0101-4035-0-5800-7110-1000-123	2,376.53
68	00274080	V68041995 HOUGHTON MIFFLIN HARCOURT PUBL	03/14/19		MW	0101-6500-0-4500-5001-3120-000	6,973.09
68	00274081	V68062513 KELLY PAPER COMPANY	03/14/19		MW	0101-0000-0-4500-0000-7550-000	1,144.45

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68	00274082	V68157891 KIM, TIM	03/14/19		MW	0101-0724-0-5800-5001-3600-000	130.15
68	00274083	V68157948 LANE, ROBERT OR CLAUDIA	03/14/19		MW	0101-0724-0-5800-5001-3600-000	321.55
68	00274084	V68052878 LAWNMOWERS ETC	03/14/19		MW	0101-8150-0-5605-0000-8120-000	200.86
68	00274085	V68104580 LAWSON PRODUCTS INC	03/14/19		MW	0101-0724-0-4600-5001-3600-000	102.66
68	00274086	V68149001 MATHIESEN, DAN OR TARA	03/14/19		MW	0101-0724-0-5800-5001-3600-000	244.53
68	00274087	V68159502 MONTEMAYOR, OSCAR	03/14/19		MW	0101-0724-0-5800-5001-3600-000	267.26
68	00274088	V68143655 O'CONNOR, BRENDAN	03/14/19		MW	0101-0724-0-5800-5001-3600-000	1,150.58
68	00274089	V68153984 ORBAKER, KEVIN or DANA	03/14/19		MW	0101-0724-0-5800-5001-3600-000	112.75
68	00274090	V68152592 RAMIREZ, JOSE	03/14/19		MW	0101-0724-0-5800-5001-3600-000	313.20
68	00274091	V68152748 RAZEGHI, MAX OR MAHSA	03/14/19		MW	0101-0724-0-5800-5001-3600-000	39.67
68	00274092	V68153325 ROYBAL, CECILIA	03/14/19		MW	0101-0724-0-5800-5001-3600-000	178.33
68	00274094	V68001470 AARDVARK CLAY & SUPPLIES INC	03/15/19		MW	0101-0002-0-4300-1140-1000-001	817.87
68	00274095	V68001581 ABLENET INC	03/15/19		MW	0101-6500-0-4300-5750-1190-000	171.87
68	00274096	V68001670 ACADEMIC THERAPY PUBLICATIONS	03/15/19		MW	0101-0000-0-4500-0000-3120-000	107.75
68	00274096	V68001670 ACADEMIC THERAPY PUBLICATIONS	03/15/19		MW	0101-6500-0-4500-5001-3120-000	158.96
68	00274096	V68001670 ACADEMIC THERAPY PUBLICATIONS	03/15/19		MW	0101-6500-0-4500-5001-3150-000	474.10
68	00274097	V68143967 ADAMSON, CORAL	03/15/19		MW	0101-3315-0-5212-5730-1110-000	128.18
68	00274097	V68143967 ADAMSON, CORAL	03/15/19		MW	0101-6500-0-5212-5750-1110-000	128.18
68	00274098	V68111606 APPLE INC	03/15/19		MW	0101-3555-0-4400-3800-1000-002	1,959.25
68	00274099	V68158198 AYRAN, JONATHAN OR KRISTINA	03/15/19		MW	0101-0724-0-5800-5001-3600-000	959.11
68	00274100	V68155250 BACOPULOS, DANA	03/15/19		MW	0101-3315-0-5212-5730-1110-000	39.44
68	00274100	V68155250 BACOPULOS, DANA	03/15/19		MW	0101-6500-0-5212-5750-1110-000	39.44
68	00274101	V68147157 BAYSCAN TECHNOLOGIES LLC	03/15/19		MW	0101-6300-0-4300-1110-1000-000	193.00
68	00274102	V68155377 BEBEREIA, DANIEL OR ERIN	03/15/19		MW	0101-0724-0-5800-5001-3600-000	276.08
68	00274103	V68142256 BIRKINSHAW, SANDY	03/15/19		MW	0101-3315-0-5212-5730-1110-000	28.13
68	00274103	V68142256 BIRKINSHAW, SANDY	03/15/19		MW	0101-6500-0-5212-5750-1110-000	28.13
68	00274104	V68154657 BUILD A SIGN LLC	03/15/19		MW	0101-0400-0-4500-0000-2700-054	379.99
68	00274105	V68143176 CAMCOR INC	03/15/19		MW	0101-3010-0-4300-1110-1000-021	6,730.07
68	00274106	V68159141 CASTRO, AMARA	03/15/19		MW	0101-6500-0-5212-5750-1130-000	124.70
68	00274107	V68106764 CDWG Inc	03/15/19		MW	0101-0000-0-4500-0000-7700-000	51.17
68	00274107	V68106764 CDWG Inc	03/15/19		MW	0101-0002-0-4300-1140-1000-027	309.46
68	00274107	V68106764 CDWG Inc	03/15/19		MW	0101-0986-0-4300-0000-6000-050	95.68
68	00274108	V68118918 CHEFS TOYS	03/15/19		MW	0101-3555-0-4300-3800-1000-003	134.97

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68	00274109	V68156618 CINNAMON HILLS YOUTH CRISIS CE	03/15/19		MW	0101-6500-0-5803-5750-1180-000	8,843.31
68	00274109	V68156618 CINNAMON HILLS YOUTH CRISIS CE	03/15/19		MW	0101-6512-0-5104-5750-1180-000	28,530.54
68	00274109	V68156618 CINNAMON HILLS YOUTH CRISIS CE	03/15/19		MW	0101-6512-0-5104-5750-3120-000	6,381.66
68	00274110	V68108311 CINTAS CORPORATION	03/15/19		MW	0101-0730-0-4500-1110-3600-000	162.02
68	00274110	V68108311 CINTAS CORPORATION	03/15/19		MW	0101-0724-0-4500-5001-3600-000	69.44
68	00274111	V68154556 CORTEZ, ROXANNE	03/15/19		MW	0101-5640-0-5216-5001-2100-000	185.53
68	00274112	V68112600 COX COMMUNICATIONS	03/15/19		MW	0101-0000-0-5900-0000-7601-000	27,437.72
68	00274113	V68140610 COX, ASHLEIGH	03/15/19		MW	0101-3315-0-5212-5730-1110-000	79.17
68	00274113	V68140610 COX, ASHLEIGH	03/15/19		MW	0101-6500-0-5212-5750-1110-000	79.17
68	00274114	V68145918 CREATIVE FORMS DESIGN INC	03/15/19		MW	0101-0010-0-4500-0000-2700-004	2,309.52
68	00274115	V68100085 CRISIS PREVENTION INSTITUTE IN	03/15/19		MW	0101-6500-0-5300-5750-3110-000	150.00
68	00274116	V68024000 CULVER-NEWLIN INC	03/15/19		MW	0101-0000-0-5800-0000-7700-000	740.76
68	00274116	V68024000 CULVER-NEWLIN INC	03/15/19		MW	0101-3555-0-4300-3800-1000-001	915.88
68	00274117	V68156334 DELFOSSE, ANNE	03/15/19		MW	0101-6500-0-5216-5001-2100-000	462.42
68	00274118	V68144430 DICK, CRAIG OR BILLIE	03/15/19		MW	0101-0724-0-5800-5001-3600-000	200.45
68	00274119	V68144430 DICK, CRAIG OR BILLIE	03/15/19		MW	0101-0724-0-5800-5001-3600-000	208.80
68	00274120	V68153348 DINSMOOR, JOY	03/15/19		MW	0101-3315-0-5212-5730-1110-000	60.90
68	00274120	V68153348 DINSMOOR, JOY	03/15/19		MW	0101-6500-0-5212-5750-1110-000	60.90
68	00274121	V68157564 DRUCKREY, CRAIG OR CHRISTINE	03/15/19		MW	0101-0724-0-5800-5001-3600-000	498.92
68	00274122	V68153366 EILER, CHRISTINE	03/15/19		MW	0101-3315-0-5212-5730-1110-000	45.82
68	00274122	V68153366 EILER, CHRISTINE	03/15/19		MW	0101-6500-0-5212-5750-1110-000	45.82
68	00274123	V68150905 EMERGENCY SERVICES RESTORATION	03/15/19		MW	0101-8150-0-5605-0000-8110-000	7,182.46
68	00274124	V68140393 FLYNN, MARGARET	03/15/19		MW	0101-3315-0-5212-5730-1110-000	96.57
68	00274124	V68140393 FLYNN, MARGARET	03/15/19		MW	0101-6500-0-5212-5750-1110-000	96.57
68	00274125	V68123010 FRIEDLANDER, DOROTHY	03/15/19		MW	0101-3315-0-5212-5730-1110-000	90.48
68	00274125	V68123010 FRIEDLANDER, DOROTHY	03/15/19		MW	0101-6500-0-5212-5750-1110-000	90.48
68	00274126	V68157104 GREGERSEN, DAN	03/15/19		MW	0101-0724-0-5800-5001-3600-000	236.64
68	00274127	V68159591 GRISWOLD, CHERYL	03/15/19		MW	0101-0730-0-8675-0000-0000-000	157.50
68	00274128	V68151483 GUDIPATI, SRINIVAS	03/15/19		MW	0101-0724-0-5800-5001-3600-000	413.42
68	00274129	V68152657 GUTHARY, MIRIAM	03/15/19		MW	0101-3386-0-5212-5710-1190-000	112.54
68	00274130	V68151579 HAMMOND, DARCY	03/15/19		MW	0101-3315-0-5212-5730-1110-000	58.29
68	00274130	V68151579 HAMMOND, DARCY	03/15/19		MW	0101-6500-0-5212-5750-1110-000	58.29
68	00274131	V68148654 HAMPTON, CLARK	03/15/19		MW	0101-0000-0-5216-0000-7520-000	500.87



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68	00274132	V68109014 HANAFORD, LAURA	03/15/19		MW	0101-6500-0-5213-5001-3150-000	145.58
68	00274133	V68112804 HERITAGE MUSEUM OF OC	03/15/19		MW	0101-0400-0-5840-1130-1000-085	835.00
68	00274134	V68106867 HILL, DAWN	03/15/19		MW	0101-6500-0-5212-5750-1110-000	155.44
68	00274135	V68145399 HOOPER, GWYNETH	03/15/19		MW	0101-3315-0-5213-5730-3140-000	1.58
68	00274135	V68145399 HOOPER, GWYNETH	03/15/19		MW	0101-6500-0-5213-5750-3140-000	18.14
68	00274136	V68157107 JOHNSON, GENEVIEVE	03/15/19		MW	0101-6500-0-5213-5750-2100-000	153.70
68	00274137	V68157566 JONES, SCOTT OR CECILY	03/15/19		MW	0101-0724-0-5800-5001-3600-000	171.22
68	00274138	V68149646 KAUFMAN, JOAN	03/15/19		MW	0101-0000-0-5213-0000-3110-000	4.18
68	00274138	V68149646 KAUFMAN, JOAN	03/15/19		MW	0101-6500-0-5213-5750-3110-000	19.02
68	00274139	V68148488 KOLENIC, NICOLE	03/15/19		MW	0101-6500-0-5213-5750-2100-000	175.16
68	00274140	V68148510 KUTA SOFTWARE LLC	03/15/19		MW	0101-0002-0-4300-1140-1000-022	641.00
68	00274141	V68111383 LAIDLEY, JOANIE	03/15/19		MW	0101-3315-0-5212-5730-1110-000	64.38
68	00274141	V68111383 LAIDLEY, JOANIE	03/15/19		MW	0101-6500-0-5212-5750-1110-000	64.38
68	00274142	V68108708 LEWIS, SHARON A.	03/15/19		MW	0101-3315-0-5212-5730-1110-000	42.63
68	00274142	V68108708 LEWIS, SHARON A.	03/15/19		MW	0101-6500-0-5212-5750-1110-000	42.63
68	00274143	V68158492 LICATA, SUZANNE	03/15/19		MW	0101-6500-0-5212-5750-1130-000	175.16
68	00274144	V68158822 LOCKMAN, RICHARD OR AILEEN	03/15/19		MW	0101-0724-0-5800-5001-3600-000	325.73
68	00274145	V68150084 LONERO, TIFFANY	03/15/19		MW	0101-3315-0-5212-5730-1110-000	53.07
68	00274145	V68150084 LONERO, TIFFANY	03/15/19		MW	0101-6500-0-5212-5750-1110-000	53.07
68	00274146	V68159587 MARTINEZ, JUDITH	03/15/19		MW	0101-6500-0-5212-5750-1190-000	63.80
68	00274147	V68152579 MCCARTHY, JOHN	03/15/19		MW	0101-6500-0-5213-5750-2100-000	167.62
68	00274148	V68117593 MCKEE, DANISE	03/15/19		MW	0101-3315-0-5212-5730-1110-000	29.00
68	00274148	V68117593 MCKEE, DANISE	03/15/19		MW	0101-6500-0-5212-5750-1110-000	29.00
68	00274149	V68154076 MEHLING, MICHAEL OR HOLLY	03/15/19		MW	0101-0724-0-5800-5001-3600-000	396.72
68	00274150	V68151062 MICKLE, JACQUELINE	03/15/19		MW	0101-3315-0-5212-5730-1110-000	57.13
68	00274150	V68151062 MICKLE, JACQUELINE	03/15/19		MW	0101-6500-0-5212-5750-1110-000	57.13
68	00274151	V68159202 MITHRIL ENTERPRISES DBA FC SAF	03/15/19		MW	0101-0002-0-4500-0000-2700-025	287.91
68	00274152	V68156234 Mobility Professionals Inc	03/15/19		MW	0101-6500-0-4500-5770-3140-000	83.98
68	00274153	V68151148 MORGAN, JOHN	03/15/19		MW	0101-0000-0-5216-0000-7700-000	456.40
68	00274154	V68159589 MURILLO, ADOLFO	03/15/19		MW	0101-8150-0-5213-0000-8110-000	187.24
68	00274155	V68119010 MURPHY, MARISSA	03/15/19		MW	0101-3315-0-5212-5730-1110-000	99.76
68	00274155	V68119010 MURPHY, MARISSA	03/15/19		MW	0101-6500-0-5212-5750-1110-000	99.76
68	00274156	V68157565 MYERS, MICHAEL	03/15/19		MW	0101-0724-0-5800-5001-3600-000	223.18

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68 00274157	V68121862	NCS PEARSON INC.	03/15/19		MW	0101-0000-0-4405-0000-3120-000	447.39
68 00274157	V68121862	NCS PEARSON INC.	03/15/19		MW	0101-6500-0-4405-5001-3120-000	671.09
68 00274158	V68153156	NELSON, SHARI	03/15/19		MW	0101-6500-0-5216-5001-2700-000	43.27
68 00274159	V68154703	nRICH EDUCATIONAL CONSULTING I	03/15/19		MW	0101-3311-0-5800-5001-2140-000	6,500.00
68 00274160	V68100369	OCEANVIEW SCHOOL	03/15/19		MW	0101-6500-0-5102-5750-1180-000	15,657.45
68 00274160	V68100369	OCEANVIEW SCHOOL	03/15/19		MW	0101-6500-0-5802-5750-1180-000	14,652.38
68 00274160	V68100369	OCEANVIEW SCHOOL	03/15/19		MW	0101-6500-0-5102-5750-3110-000	1,182.50
68 00274161	V68116411	ORANGE COUNTY REGISTER DBA THE	03/15/19		MW	0101-0000-0-5800-0000-7530-000	2,702.76
68 00274162	V68148042	ORGILL, JANELL	03/15/19		MW	0101-3315-0-5212-5730-1110-000	94.25
68 00274162	V68148042	ORGILL, JANELL	03/15/19		MW	0101-6500-0-5212-5750-1110-000	94.25
68 00274163	V68153487	PACIFIC COAST ENTERTAINMENT	03/15/19		MW	0101-3555-0-4400-3800-1000-006	4,354.70
68 00274164	V68117359	PANNING LABATE, TINA	03/15/19		MW	0101-3315-0-5212-5730-1110-000	24.07
68 00274164	V68117359	PANNING LABATE, TINA	03/15/19		MW	0101-6500-0-5212-5750-1110-000	24.07
68 00274165	V68069310	PERMA-BOUND	03/15/19		MW	0101-0004-0-4114-1180-1000-006	9,022.96
68 00274165	V68069310	PERMA-BOUND	03/15/19		MW	0101-0004-0-4200-1180-2420-022	1,013.28
68 00274166	V68159590	PETERSON, DAWN	03/15/19		MW	0101-0000-0-5800-0000-7400-000	48.00
68 00274167	V68118595	RASHIDI, AKRAM KIM	03/15/19		MW	0101-3315-0-5212-5730-1110-000	40.89
68 00274167	V68118595	RASHIDI, AKRAM KIM	03/15/19		MW	0101-6500-0-5212-5750-1110-000	40.89
68 00274168	V68159475	RIEGERT, KAREN	03/15/19		MW	0101-3315-0-5213-5730-3140-000	12.20
68 00274168	V68159475	RIEGERT, KAREN	03/15/19		MW	0101-6500-0-5213-5750-3140-000	140.34
68 00274169	V68108650	RILEY S FARM	03/15/19		MW	0101-0400-0-5840-1130-1000-054	1,035.00
68 00274170	V68152978	RINKE, ANGELA	03/15/19		MW	0101-6500-0-5212-5750-1130-000	26.10
68 00274171	V68154354	RIVERA, LISA	03/15/19		MW	0101-0724-0-5800-5001-3600-000	123.19
68 00274172	V68154144	ROMBERG, STEPHANIE	03/15/19		MW	0101-3315-0-5213-5730-2100-000	72.16
68 00274172	V68154144	ROMBERG, STEPHANIE	03/15/19		MW	0101-6500-0-5213-5750-2100-000	90.18
68 00274172	V68154144	ROMBERG, STEPHANIE	03/15/19		MW	0101-6510-0-5213-5710-2100-000	18.04
68 00274173	V68152132	RYAN JACKSON	03/15/19		MW	0101-6500-0-5800-5750-1190-000	3,950.00
68 00274174	V68159588	SAYFLARI, AREZOO	03/15/19		MW	0101-0000-0-5213-0000-3140-000	8.70
68 00274175	V68145390	SCHOOLER, DEBORAH	03/15/19		MW	0101-3315-0-5212-5730-1110-000	41.76
68 00274175	V68145390	SCHOOLER, DEBORAH	03/15/19		MW	0101-6500-0-5212-5750-1110-000	41.76
68 00274176	V68083350	SMART & FINAL **SCHOOL SITES**	03/15/19		MW	0101-0000-0-4500-0000-7180-000	48.89
68 00274176	V68083350	SMART & FINAL **SCHOOL SITES**	03/15/19		MW	0101-0002-0-4300-1140-1000-001	40.91
68 00274176	V68083350	SMART & FINAL **SCHOOL SITES**	03/15/19		MW	0101-0002-0-4300-1140-1000-025	190.26

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68	00274176	V68083350 SMART & FINAL **SCHOOL SITES**	03/15/19		MW	0101-0002-0-4300-3550-1000-015	184.56
68	00274176	V68083350 SMART & FINAL **SCHOOL SITES**	03/15/19		MW	0101-0400-0-4300-1130-1000-055	91.86
68	00274176	V68083350 SMART & FINAL **SCHOOL SITES**	03/15/19		MW	0101-3555-0-4300-3800-1000-018	85.09
68	00274176	V68083350 SMART & FINAL **SCHOOL SITES**	03/15/19		MW	0101-6520-0-4300-5750-1190-000	24.69
68	00274177	V68145533 SMITH, ANNE	03/15/19		MW	0101-3315-0-5212-5730-1110-000	33.35
68	00274177	V68145533 SMITH, ANNE	03/15/19		MW	0101-6500-0-5212-5750-1110-000	33.35
68	00274178	V68156527 SNYDER, DAVID OR CLAUDIA	03/15/19		MW	0101-0724-0-5800-5001-3600-000	201.84
68	00274179	V68122978 SOCIAL THINKING PUBLISHING	03/15/19		MW	0101-6500-0-4300-5750-1190-000	99.67
68	00274179	V68122978 SOCIAL THINKING PUBLISHING	03/15/19		MW	0101-6500-0-4300-5770-1190-000	99.67
68	00274180	V68116610 SOUTH COAST FAMILY MEDICAL CEN	03/15/19		MW	0101-0000-0-5800-0000-7400-000	1,202.00
68	00274180	V68116610 SOUTH COAST FAMILY MEDICAL CEN	03/15/19		MW	0101-0730-0-5800-1110-3600-000	30.00
68	00274180	V68116610 SOUTH COAST FAMILY MEDICAL CEN	03/15/19		MW	0101-0724-0-5800-5001-3600-000	45.00
68	00274181	V68084800 SPARKLETTIS	03/15/19		MW	0101-0002-0-4500-0000-2700-069	25.48
68	00274181	V68084800 SPARKLETTIS	03/15/19		MW	0101-0002-0-4500-3200-2700-018	29.64
68	00274181	V68084800 SPARKLETTIS	03/15/19		MW	0101-3010-0-4500-3200-2700-018	29.64
68	00274182	V68050288 SPICERS PAPER INC	03/15/19		MW	0101-0000-0-4500-0000-7550-000	3,838.47
68	00274183	V68154554 STALKER, CLINT OR GINA	03/15/19		MW	0101-0724-0-5800-5001-3600-000	281.88
68	00274184	V68157077 STANDRIDGE, KAREN	03/15/19		MW	0101-6500-0-5800-5770-1180-000	3,657.60
68	00274185	V68115461 TALILI, MAILUMAI	03/15/19		MW	0101-3410-0-5212-5750-1190-000	128.18
68	00274186	V68148632 TERPSTRA, TRACI	03/15/19		MW	0101-6500-0-5213-5001-3150-000	10.21
68	00274186	V68148632 TERPSTRA, TRACI	03/15/19		MW	0101-6500-0-5212-5750-1190-000	15.31
68	00274187	V68119630 TUNULI, JESSICA	03/15/19		MW	0101-3315-0-5212-5730-1110-000	51.33
68	00274187	V68119630 TUNULI, JESSICA	03/15/19		MW	0101-6500-0-5212-5750-1110-000	51.33
68	00274188	V68100636 ULINE INC	03/15/19		MW	0101-0002-0-4300-1140-2700-004	51.72
68	00274188	V68100636 ULINE INC	03/15/19		MW	0101-3555-0-4300-3800-1000-004	2,885.55
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0000-0-9330-0000-0000-000	1,900.00
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0000-0-5800-0000-7400-000	310.45
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0000-0-4500-0000-7400-000	485.25
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0000-0-5215-0000-7530-000	395.00
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0000-0-5216-0000-7690-000	405.96
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0000-0-4500-0000-8310-000	353.36
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4500-0000-2700-001	299.78
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4500-0000-2700-006	400.85

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4500-0000-2700-071	0.00
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4500-0000-2700-079	322.78
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4500-0000-2700-087	22.08
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1130-1000-052	88.74
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1130-1000-055	179.72
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1130-1000-060	39.76
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1130-1000-061	-23.71
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1130-1000-073	63.10
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1130-1000-075	414.89
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1130-1000-079	215.28
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1140-1000-001	13.44
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1140-1000-002	562.34
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1140-1000-002	450.75
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1140-1000-003	1,109.56
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1140-1000-027	43.08
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1140-1000-028	95.19
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0002-0-4300-1140-1000-029	21.73
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0010-0-5215-1130-1000-000	2,862.42
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0010-0-4300-1140-1000-000	1,923.01
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0400-0-4500-0000-2700-002	1,845.23
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0400-0-4500-0000-2700-021	312.65
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0400-0-4500-0000-2700-025	578.60
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0400-0-4500-0000-2700-071	94.15
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0400-0-4500-0000-2700-087	22.07
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0400-0-4300-1130-1000-055	399.11
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0400-0-4300-1130-1000-061	161.64
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0400-0-4300-1130-1000-071	69.99
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0400-0-4300-1130-1000-073	209.72
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0400-0-4300-1130-1000-079	349.01
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0400-0-4300-1130-1000-087	130.51
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0400-0-4300-1140-1000-002	289.55
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0755-0-4300-1140-1000-023	231.75
68	00274189	V68118382 US BANK	03/15/19		MW	0101-0790-0-4500-0000-2100-000	2,467.83

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68	00274189	V68118382 US BANK	03/15/19		MW	0101-3010-0-4300-1110-1000-021	377.70
68	00274189	V68118382 US BANK	03/15/19		MW	0101-3010-0-5215-1110-1000-021	470.00
68	00274189	V68118382 US BANK	03/15/19		MW	0101-3010-0-4300-3200-1000-018	68.66
68	00274189	V68118382 US BANK	03/15/19		MW	0101-3010-0-5216-3200-2700-018	487.16
68	00274189	V68118382 US BANK	03/15/19		MW	0101-3311-0-4500-5001-2100-000	490.93
68	00274189	V68118382 US BANK	03/15/19		MW	0101-3386-0-4300-5710-1110-000	757.64
68	00274189	V68118382 US BANK	03/15/19		MW	0101-3555-0-4400-3800-1000-002	1,507.42
68	00274189	V68118382 US BANK	03/15/19		MW	0101-3555-0-4300-3800-1000-004	2,263.29
68	00274189	V68118382 US BANK	03/15/19		MW	0101-4127-0-5216-0000-2700-000	1,900.00
68	00274189	V68118382 US BANK	03/15/19		MW	0101-4203-0-5216-4760-2100-000	4,076.74
68	00274189	V68118382 US BANK	03/15/19		MW	0101-6011-0-4300-1130-1000-082	45.55
68	00274189	V68118382 US BANK	03/15/19		MW	0101-6300-0-4150-1140-1000-000	26.36
68	00274189	V68118382 US BANK	03/15/19		MW	0101-6500-0-5216-5001-2100-000	595.50
68	00274189	V68118382 US BANK	03/15/19		MW	0101-6500-0-4300-5750-1190-000	172.66
68	00274189	V68118382 US BANK	03/15/19		MW	0101-6500-0-4300-5750-1190-000	116.88
68	00274189	V68118382 US BANK	03/15/19		MW	0101-6500-0-4500-5750-3140-000	30.51
68	00274189	V68118382 US BANK	03/15/19		MW	0101-7220-0-4300-1140-1000-001	896.40
68	00274189	V68118382 US BANK	03/15/19		MW	0101-7220-0-4300-1140-1000-003	222.91
68	00274190	V68019265 VISTA PAINT & WALLCOVERING	03/15/19		MW	0101-8150-0-4500-0000-8110-000	923.20
68	00274191	V68103795 VORTEX INDUSTRIES INC	03/15/19		MW	0101-8150-0-5605-0000-8110-000	1,528.40
68	00274192	V68113794 WERTHEIMER-GALE & ASSOCIATES	03/15/19		MW	0101-6500-0-5801-5750-3141-000	925.08
68	00274193	V68144672 WESTON, KELLY	03/15/19		MW	0101-3315-0-5212-5730-1110-000	36.25
68	00274193	V68144672 WESTON, KELLY	03/15/19		MW	0101-6500-0-5212-5750-1110-000	36.25
68	00274194	V68148471 WOLFSON, MEGHAN	03/15/19		MW	0101-3315-0-5212-5730-1110-000	60.32
68	00274194	V68148471 WOLFSON, MEGHAN	03/15/19		MW	0101-6500-0-5212-5750-1110-000	60.32
68	00274195	V68156077 WONDRA, ADAM C	03/15/19		MW	0101-0724-0-5800-5001-3600-000	241.98
68	00274213	V68152532 ADVANTAGE WEST INVESTMENT ENTE	03/18/19		MW	0101-0000-0-4500-0000-8210-000	22,565.15
68	00274214	V68153811 ANDERSON CANIZALES, JULIE	03/18/19		MW	0101-0000-0-5213-0000-3140-000	121.80
68	00274215	V68152129 ART MASTERS LEGACY	03/18/19		MW	0101-0000-0-9510-0000-0000-000	7,453.00
68	00274216	V68036590 B & H PHOTOGRAPHY	03/18/19		MW	0101-3555-0-4300-3800-1000-002	3,563.80
68	00274216	V68036590 B & H PHOTOGRAPHY	03/18/19		MW	0101-3555-0-4500-3800-1000-002	2,499.00
68	00274217	V68156840 BELIGAN, JACQUELINE	03/18/19		MW	0101-0000-0-5212-1110-1000-000	27.84
68	00274218	V68107989 BELSHE, RAQUEL	03/18/19		MW	0101-0404-0-5213-0000-2140-000	73.08

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00274219	V68145162 BERTRANDS HORN IMPROVEMENT	03/18/19		MW	0101-0010-0-5600-1160-1000-000	2,401.78
68	00274220	V68118350 BOLLA, BRENDA	03/18/19		MW	0101-0404-0-5213-0000-2140-000	61.48
68	00274221	V68149505 BRENNAN, JILL	03/18/19		MW	0101-3315-0-5213-5730-2100-000	62.64
68	00274221	V68149505 BRENNAN, JILL	03/18/19		MW	0101-3386-0-5213-5710-2100-000	15.66
68	00274221	V68149505 BRENNAN, JILL	03/18/19		MW	0101-6500-0-5213-5001-2100-000	78.30
68	00274222	V68011288 BRODART CO	03/18/19		MW	0101-6300-0-4300-1110-1000-000	273.25
68	00274223	V68115554 BROWN, NANCY	03/18/19		MW	0101-0790-0-5213-4760-2100-000	26.68
68	00274224	V68146061 BUCKMAN, JENNIFER	03/18/19		MW	0101-6500-0-5212-5750-1130-000	19.72
68	00274225	V68159601 CABRAL, MANUEL	03/18/19		MW	0101-8150-0-5213-0000-8110-000	45.24
68	00274226	V68149217 CANDELARIO, MYLA	03/18/19		MW	0101-6500-0-5213-5001-2100-000	40.60
68	00274227	V68106764 CDWG Inc	03/18/19		MW	0101-0400-0-4500-0000-2700-055	557.16
68	00274227	V68106764 CDWG Inc	03/18/19		MW	0101-3555-0-4300-3800-1000-001	8,148.36
68	00274228	V68155276 CERVANTES-MANZANARES, JENNIFER	03/18/19		MW	0101-0733-0-5213-1110-3110-000	42.34
68	00274229	V68157143 CHAVEZ, NATALIE	03/18/19		MW	0101-0000-0-5212-1110-1000-000	27.84
68	00274230	V68159470 CHO, NANCY	03/18/19		MW	0101-6500-0-5213-5001-2700-000	171.10
68	00274231	V68147693 COMPLETE OFFICE OF CA	03/18/19		MW	0101-0000-0-4500-0000-2100-000	119.05
68	00274231	V68147693 COMPLETE OFFICE OF CA	03/18/19		MW	0101-8150-0-4500-0000-8110-000	-21.23
68	00274232	V68001404 COSTCO S.J.C.	03/18/19		MW	0101-0400-0-4500-0000-2700-002	60.94
68	00274233	V68059931 COX, WILLIAM A	03/18/19		MW	0101-1102-0-5212-1160-1000-000	58.58
68	00274234	V68108186 CROWLEY, HEIDI	03/18/19		MW	0101-0000-0-5213-0000-2100-000	18.56
68	00274235	V68159597 CUNNINGHAM, EVIE	03/18/19		MW	0101-0002-0-5213-0000-2420-025	56.64
68	00274236	V68101664 DANNIS WOLIVER KELLEY	03/18/19		MW	0101-0000-0-5820-0000-7110-000	1,758.00
68	00274237	V68026001 DENAULT'S HARDWARE	03/18/19		MW	0101-0002-0-4300-1130-1000-054	9.69
68	00274238	V68156070 DEWEES, JULIA	03/18/19		MW	0101-0404-0-5213-0000-2140-000	42.92
68	00274239	V68009300 DICK BLICK WEST	03/18/19		MW	0101-0002-0-4300-1140-1000-004	525.15
68	00274239	V68009300 DICK BLICK WEST	03/18/19		MW	0101-0002-0-4300-1140-1000-021	385.83
68	00274239	V68009300 DICK BLICK WEST	03/18/19		MW	0101-0400-0-4300-1140-1000-021	2,863.00
68	00274240	V68154984 EDMUNDS, DIANA	03/18/19		MW	0101-3315-0-5213-5730-3140-000	7.24
68	00274240	V68154984 EDMUNDS, DIANA	03/18/19		MW	0101-6500-0-5213-5750-3140-000	83.24
68	00274241	V68112063 EFFENBERGER, PATRICIA	03/18/19		MW	0101-0790-0-5213-4760-2100-000	82.36
68	00274242	V68156130 ERSPAMER, KATIE	03/18/19		MW	0101-3315-0-5213-5730-3140-000	3.39
68	00274242	V68156130 ERSPAMER, KATIE	03/18/19		MW	0101-6500-0-5213-5750-3140-000	38.95
68	00274243	V68121726 EXWORTHY, MARK	03/18/19		MW	0101-6500-0-5212-5750-1110-000	298.12

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68	00274244	V68140606 FREY, DEBORAH	03/18/19		MW	0101-0000-0-5213-0000-3140-000	16.24
68	00274245	V68158637 FRINK, NENOSKA	03/18/19		MW	0101-6500-0-5213-5001-2700-000	59.16
68	00274246	V68156358 GAUTHIER, KAREN	03/18/19		MW	0101-0790-0-5216-0000-2100-000	74.82
68	00274247	V68120038 GILL, ARVINDER	03/18/19		MW	0101-6500-0-5212-5750-1130-000	142.10
68	00274248	V68105417 GINSBERG-BROWN, CLAUDIA	03/18/19		MW	0101-6500-0-5213-5001-2100-000	28.42
68	00274249	V68111329 GLASSEN, NINA	03/18/19		MW	0101-0790-0-5213-0000-2100-000	59.16
68	00274250	V68118405 GOLDBECK, MELISSA	03/18/19		MW	0101-0000-0-5213-0000-3140-000	134.56
68	00274251	V68159602 GRADEL, CARL	03/18/19		MW	0101-8150-0-5213-0000-8110-000	41.97
68	00274252	V68159277 HAVENS, CAROLE	03/18/19		MW	0101-0000-0-5212-1110-1000-000	32.48
68	00274253	V68151262 IRVINE RANCH OUTDOOR ED CENTER	03/18/19		MW	0101-0400-0-5840-1130-1000-072	10,200.00
68	00274253	V68151262 IRVINE RANCH OUTDOOR ED CENTER	03/18/19		MW	0101-3010-0-5840-1130-1000-072	2,000.00
68	00274254	V68156093 JONES, DENISE	03/18/19		MW	0101-3410-0-5212-5750-1190-000	81.78
68	00274255	V68153496 JONES, KRISTIN	03/18/19		MW	0101-0790-0-5213-0000-3110-000	35.96
68	00274256	V68122790 KELLMAN, KATHLEEN	03/18/19		MW	0101-0000-0-5213-0000-3140-000	95.12
68	00274257	V68144487 KLISTER, PAMELA	03/18/19		MW	0101-3410-0-5212-5750-1190-000	82.36
68	00274258	V68150403 LEADERSHIP ASSOCIATES LLC	03/18/19		MW	0101-0000-0-5815-0000-7150-000	3,100.00
68	00274259	V68100509 LEWIS, DAWN	03/18/19		MW	0101-0000-0-5212-1110-1000-000	11.60
68	00274260	V68159019 LYBRAND, JENNIFER	03/18/19		MW	0101-0000-0-5212-1110-1000-000	6.96
68	00274261	V68154513 MCGOWEN, DANIELLE	03/18/19		MW	0101-0000-0-5213-0000-3140-000	63.80
68	00274262	V68158507 MCGUIRE, BRIANNA	03/18/19		MW	0101-0000-0-5213-0000-3140-000	148.48
68	00274263	V68153156 NELSON, SHARI	03/18/19		MW	0101-6500-0-5213-5001-2700-000	92.80
68	00274264	V68159265 NOVAK, ISABEL A.	03/18/19		MW	0101-0400-0-4300-1140-1000-004	2,008.72
68	00274265	V68154232 OCDE	03/18/19		MW	0101-0000-0-9510-0000-0000-000	3,700.00
68	00274266	V68066589 OCEAN INSTITUTE	03/18/19		MW	0101-0400-0-5840-1130-1000-056	602.00
68	00274266	V68066589 OCEAN INSTITUTE	03/18/19		MW	0101-0400-0-5840-1130-1000-073	4,186.00
68	00274267	V68150072 ORANGE COUNTY SHERIFFS	03/18/19		MW	0101-0000-0-5800-0000-7180-000	800.00
68	00274268	V68159603 PARKS, TODD	03/18/19		MW	0101-8150-0-5213-0000-8110-000	27.25
68	00274269	V68104866 PORZUCZEK, KARIN	03/18/19		MW	0101-0000-0-5212-1140-1000-026	55.68
68	00274269	V68104866 PORZUCZEK, KARIN	03/18/19		MW	0101-0000-0-5212-1140-1000-030	37.12
68	00274270	V68110452 RICHARDS INSTITUTE OF EDUCATIO	03/18/19		MW	0101-0400-0-5215-1130-1000-055	1,700.00
68	00274271	V68159145 SANCHEZ, LIDIA	03/18/19		MW	0101-3010-0-5213-0000-2100-000	41.18
68	00274272	V68156091 SLOBODNIK, JAMIE	03/18/19		MW	0101-6500-0-5212-5750-1130-000	70.18
68	00274273	V68153503 STEPHENS, DARA	03/18/19		MW	0101-0790-0-5213-0000-2100-000	57.42

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68 00274274	V68158754	TERRY TAO DBA THE TAO FIRM	03/18/19		MW	0101-0000-0-5820-0000-7690-000	875.00
68 00274275	V68154647	TRAN, NAOMI	03/18/19		MW	0101-0790-0-5213-0000-3110-000	100.86
68 00274276	V68113260	UCI WRITING PROJECT	03/18/19		MW	0101-0000-0-9510-0000-0000-000	520.00
68 00274277	V68118836	VARGAS, DAVID	03/18/19		MW	0101-6500-0-5212-5750-1130-000	158.92
68 00274278	V68156723	VARGAS, RICARDO	03/18/19		MW	0101-0000-0-5212-1110-1000-000	9.28
<b>SUBFUND 0101 Total:</b>							10,456,181.26



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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00273456	V68113144	OPPORTUNITY FOR LEARNING	02/27/19		MW	0909-0000-0-8660-0000-0000-203	134.37
68 00273902	V68113144	OPPORTUNITY FOR LEARNING	03/08/19		MW	0909-0000-0-8011-0000-0000-203	51,325.93
68 00273902	V68113144	OPPORTUNITY FOR LEARNING	03/08/19		MW	0909-0000-0-8019-0000-0000-203	895.00
68 00273902	V68113144	OPPORTUNITY FOR LEARNING	03/08/19		MW	0909-0000-0-8590-0000-0000-203	274.00
68 00274051	V68113144	OPPORTUNITY FOR LEARNING	03/13/19		MW	0909-0000-0-8011-0000-0000-203	51,325.93
68 00274051	V68113144	OPPORTUNITY FOR LEARNING	03/13/19		MW	0909-0000-0-8590-0000-0000-203	274.00
68 00274196	V68113144	OPPORTUNITY FOR LEARNING	03/15/19		MW	0909-0000-0-8660-0000-0000-203	135.91
<b>SUBFUND 0909 Total:</b>							104,365.14

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68	00273115	V68154353 PERDOMO, LEO AND/OR SHADIA	02/20/19		MW	1212-9145-0-8673-0000-0000-000	186.00
68	00273388	V68159501 MESSER, ANTONIETTA	02/26/19		MW	1212-6105-0-5213-0001-2700-000	27.84
68	00273389	V68159512 ROUSSET, HEATHER	02/26/19		MW	1212-9145-0-8673-0000-0000-000	321.00
68	00273390	V68151482 WATTERS, LIZ	02/26/19		MW	1212-6105-0-5213-0001-2700-000	266.01
68	00273457	V68158487 CALIFORNIA CHILD DEVELOPMENT A	02/27/19		MW	1212-6127-0-5800-0001-2100-000	150.00
68	00273489	V68024000 CULVER-NEWLIN INC	02/28/19		MW	1212-6127-0-4400-0001-1000-000	8,420.82
68	00273490	V68159455 KENDALL HUNT PUBLISHING COMPAN	02/28/19		MW	1212-6127-0-4300-0001-1000-000	242.98
68	00273491	V68049480 LAKESHORE LEARNING MATERIALS	02/28/19		MW	1212-6127-0-4300-0001-1000-000	1,473.50
68	00273586	V68114772 CHRISTINE HORNAK-STEIN	03/01/19		MW	1212-6105-0-5815-0001-3150-000	1,140.00
68	00273586	V68114772 CHRISTINE HORNAK-STEIN	03/01/19		MW	1212-9095-0-5815-0001-3150-000	2,280.00
68	00273586	V68114772 CHRISTINE HORNAK-STEIN	03/01/19		MW	1212-9145-0-5815-0001-3150-000	760.00
68	00273587	V68079550 SCHOOL HEALTH CORPORATION	03/01/19		MW	1212-9140-0-4500-0001-2100-000	692.42
68	00273611	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	1212-6105-0-4300-0001-1000-000	539.98
68	00273611	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/04/19		MW	1212-9145-0-4300-0001-1000-000	645.24
68	00273742	V68001404 COSTCO S.J.C.	03/06/19		MW	1212-9145-0-4300-0001-1000-000	106.80
68	00273743	V68024000 CULVER-NEWLIN INC	03/06/19		MW	1212-6127-0-4400-0001-1000-000	1,871.29
68	00273744	V68083350 SMART & FINAL **SCHOOL SITES**	03/06/19		MW	1212-9145-0-4300-0001-1000-000	70.72
68	00273903	V68049480 LAKESHORE LEARNING MATERIALS	03/08/19		MW	1212-6105-0-4300-0001-1000-000	600.58
68	00273903	V68049480 LAKESHORE LEARNING MATERIALS	03/08/19		MW	1212-6127-0-4300-0001-1000-000	3,690.08
68	00273903	V68049480 LAKESHORE LEARNING MATERIALS	03/08/19		MW	1212-9145-0-4300-0001-1000-000	566.63
68	00274052	V68024000 CULVER-NEWLIN INC	03/13/19		MW	1212-6127-0-4400-0001-1000-000	7,485.16
68	00274052	V68024000 CULVER-NEWLIN INC	03/13/19		MW	1212-6127-0-4400-0001-2100-000	6,116.32
68	00274053	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	1212-6105-0-4300-0001-1000-000	308.82
68	00274053	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	03/13/19		MW	1212-9145-0-4300-0001-1000-000	172.85
68	00274197	V68114772 CHRISTINE HORNAK-STEIN	03/15/19		MW	1212-6105-0-5815-0001-3150-000	1,140.00
68	00274197	V68114772 CHRISTINE HORNAK-STEIN	03/15/19		MW	1212-9145-0-5815-0001-3150-000	760.00
68	00274198	V68118632 MATIENZO, NINA RIE	03/15/19		MW	1212-6127-0-5213-0001-2700-000	109.62
68	00274199	V68155754 RHYS CONSULTING SERVICES	03/15/19		MW	1212-6105-0-5815-0001-3140-000	1,822.50
68	00274199	V68155754 RHYS CONSULTING SERVICES	03/15/19		MW	1212-9145-0-5815-0001-3140-000	1,215.00
68	00274200	V68118382 US BANK	03/15/19		MW	1212-6127-0-4500-0001-2100-000	432.52
68	00274200	V68118382 US BANK	03/15/19		MW	1212-9140-0-4500-0001-2100-000	408.60
68	00274279	V68118653 COPE, MARY	03/18/19		MW	1212-6127-0-5213-0001-2700-000	124.12
68	00274280	V68151482 WATTERS, LIZ	03/18/19		MW	1212-6105-0-5213-0001-2700-000	70.52

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
	SUBFUND	1212	Total:				44,217.92

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68	00273241	V68152352 ACTION SALES	02/22/19		MW	1313-5310-0-4472-0000-3700-000	900.00
68	00273241	V68152352 ACTION SALES	02/22/19		MW	1313-5310-0-4473-0000-3700-000	18,663.38
68	00273241	V68152352 ACTION SALES	02/22/19		MW	1313-5310-0-4472-0000-3700-000	-69.76
68	00273242	V68152352 ACTION SALES	02/22/19		MW	1313-5310-0-4472-0000-3700-000	446.89
68	00273242	V68152352 ACTION SALES	02/22/19		MW	1313-5310-0-4473-0000-3700-000	8,000.44
68	00273243	V68159498 BORNSTEIN, MAUREEN	02/22/19		MW	1313-9700-0-9653-0000-0000-002	70.35
68	00273244	V68123067 CALIFORNIA DEPT OF EDUCATION	02/22/19		MW	1313-5310-0-4715-0000-3700-000	3,007.59
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-000	112.38
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-021	1,421.00
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-022	536.50
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-023	652.50
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-024	877.25
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-025	630.75
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-026	435.00
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-027	478.50
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-028	609.00
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-029	384.25
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-030	369.75
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-031	311.75
68	00273245	V68130403 DOMINO S PIZZA	02/22/19		MW	1313-5310-0-4711-0000-3700-032	217.50
68	00273246	V68130111 INDUSTRIAL ELECTRIC	02/22/19		MW	1313-5310-0-5672-0000-3700-000	961.11
68	00273246	V68130111 INDUSTRIAL ELECTRIC	02/22/19		MW	1313-5310-0-5672-0000-3700-001	770.07
68	00273246	V68130111 INDUSTRIAL ELECTRIC	02/22/19		MW	1313-5310-0-5672-0000-3700-004	375.25
68	00273247	V68159486 LEE, CHERYL	02/22/19		MW	1313-9700-0-9653-0000-0000-005	140.00
68	00273248	V68156754 MARS, GRETCHEN	02/22/19		MW	1313-9700-0-9653-0000-0000-002	99.25
68	00273249	V68159500 MCNERNEY, ERIN	02/22/19		MW	1313-9700-0-9652-0000-0000-025	41.25
68	00273250	V68156481 Oliver Products	02/22/19		MW	1313-5310-0-4717-0000-3700-000	5,292.00
68	00273251	V68155758 REFRIGERATION CONTROL COMPANY	02/22/19		MW	1313-5310-0-5671-0000-3700-000	1,395.79
68	00273251	V68155758 REFRIGERATION CONTROL COMPANY	02/22/19		MW	1313-5310-0-5671-0000-3700-001	814.52
68	00273251	V68155758 REFRIGERATION CONTROL COMPANY	02/22/19		MW	1313-5310-0-5671-0000-3700-021	279.57
68	00273251	V68155758 REFRIGERATION CONTROL COMPANY	02/22/19		MW	1313-5310-0-5671-0000-3700-024	522.00
68	00273251	V68155758 REFRIGERATION CONTROL COMPANY	02/22/19		MW	1313-5310-0-5671-0000-3700-026	698.59
68	00273251	V68155758 REFRIGERATION CONTROL COMPANY	02/22/19		MW	1313-5310-0-5671-0000-3700-030	5,072.31

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68	00273252	V68130073 SMART & FINAL	02/22/19		MW	1313-5310-0-4472-0000-3700-000	18.31
68	00273252	V68130073 SMART & FINAL	02/22/19		MW	1313-5310-0-4711-0000-3700-000	44.01
68	00273252	V68130073 SMART & FINAL	02/22/19		MW	1313-5310-0-4716-0000-3700-000	188.43
68	00273253	V68102018 SYSCO RIVERSIDE INC.	02/22/19		MW	1313-5310-0-4713-0000-3700-000	663.22
68	00273253	V68102018 SYSCO RIVERSIDE INC.	02/22/19		MW	1313-5310-0-4714-0000-3700-000	236.43
68	00273253	V68102018 SYSCO RIVERSIDE INC.	02/22/19		MW	1313-5310-0-4714-0000-3700-000	1,312.00
68	00273253	V68102018 SYSCO RIVERSIDE INC.	02/22/19		MW	1313-5310-0-4716-0000-3700-000	246.16
68	00273254	V68148264 VERIZON WIRELESS	02/22/19		MW	1313-5310-0-5900-0000-3700-000	9.37
68	00273391	V68148654 HAMPTON, CLARK	02/26/19		MW	1313-5310-0-5216-0000-3700-000	473.74
68	00273458	V68145318 BRINKS INC.	02/27/19		MW	1313-5310-0-5874-0000-3700-000	412.52
68	00273459	V68148667 EMS LINQ INC.	02/27/19		MW	1313-5310-0-5216-0000-3700-000	104.06
68	00273460	V68159535 IM, KYEONGSU	02/27/19		MW	1313-9700-0-9653-0000-0000-005	94.75
68	00273461	V68155758 REFRIGERATION CONTROL COMPANY	02/27/19		MW	1313-5310-0-5671-0000-3700-000	2,897.57
68	00273462	V68102018 SYSCO RIVERSIDE INC.	02/27/19		MW	1313-5310-0-4716-0000-3700-000	331.86
68	00273463	V68144966 THE PLATINUM PACKAGING GROUP	02/27/19		MW	1313-5310-0-4717-0000-3700-000	4,114.65
68	00273588	V68159542 GARDNER, MERIVALE	03/01/19		MW	1313-9700-0-9651-0000-0000-000	37.75
68	00273589	V68159551 GERNHARDT, DAWN	03/01/19		MW	1313-9700-0-9653-0000-0000-003	23.40
68	00273590	V68159550 MCCAWLEY, CLAUDIA	03/01/19		MW	1313-9700-0-9651-0000-0000-000	14.00
68	00273591	V68130063 OFFICE DEPOT	03/01/19		MW	1313-5310-0-4570-0000-3700-000	179.07
68	00273591	V68130063 OFFICE DEPOT	03/01/19		MW	1313-5310-0-4570-0000-3700-000	601.03
68	00273592	V68159544 SCHELL, JAMIE	03/01/19		MW	1313-9700-0-9653-0000-0000-004	18.25
68	00273593	V68130073 SMART & FINAL	03/01/19		MW	1313-5310-0-4716-0000-3700-000	137.06
68	00273594	V68130135 TRANSIL WRAP COMPANY INC.	03/01/19		MW	1313-5310-0-4717-0000-3700-000	2,819.74
68	00273595	V68159543 YOST, DESIREE	03/01/19		MW	1313-9700-0-9651-0000-0000-000	12.50
68	00273745	V68152352 ACTION SALES	03/06/19		MW	1313-5310-0-9519-0000-0000-000	8,323.01
68	00273746	V68155964 BETTER LIFE ORGANICS INC	03/06/19		MW	1313-5310-0-9519-0000-0000-000	28,628.20
68	00273747	V68159559 D'AMATO, MELISSA	03/06/19		MW	1313-9700-0-9651-0000-0000-000	19.00
68	00273748	V68130040 ECOLAB PEST ELIMINATION	03/06/19		MW	1313-5310-0-9519-0000-0000-000	1,650.00
68	00273749	V68158451 FARMER BROTHER COFFEE	03/06/19		MW	1313-5310-0-9519-0000-0000-000	486.24
68	00273750	V68141930 GALASSO'S BAKERY	03/06/19		MW	1313-5310-0-9519-0000-0000-000	7,816.37
68	00273751	V68156646 LOS ANGELES DISTRIBUTING COMPA	03/06/19		MW	1313-5310-0-9519-0000-0000-000	9,544.32
68	00273752	V68159557 LYNCH-CRAVEN, KELLEY	03/06/19		MW	1313-9700-0-9651-0000-0000-000	10.75
68	00273753	V68141202 NOSAJ DISPOSABLES INCORPORATED	03/06/19		MW	1313-5310-0-9519-0000-0000-000	1,961.05

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68	00273754	V68116411 ORANGE COUNTY REGISTER DBA THE	03/06/19		MW	1313-5310-0-5882-0000-3700-000	792.96
68	00273755	V68158328 QUAKER SALES AND DISTRIBUTION	03/06/19		MW	1313-5310-0-9519-0000-0000-000	4,824.56
68	00273756	V68155758 REFRIGERATION CONTROL COMPANY	03/06/19		MW	1313-5310-0-9519-0000-0000-000	2,494.63
68	00273757	V68159558 TRIPATHI, PINKY	03/06/19		MW	1313-9700-0-9651-0000-0000-000	12.25
68	00273758	V68154720 VALLEY FRUIT AND PRODUCE CO.	03/06/19		MW	1313-5310-0-9519-0000-0000-000	20,368.23
68	00273772	V68116688 P & R PAPER SUPPLY COMPANY INC	03/07/19		MW	1313-5310-0-9519-0000-0000-000	16,266.22
68	00273904	V68130403 DOMINO S PIZZA	03/08/19		MW	1313-5310-0-9519-0000-0000-000	5,836.25
68	00273905	V68156239 E-Control Systems Inc	03/08/19		MW	1313-5310-0-9519-0000-0000-000	7,430.67
68	00273906	V68130047 HOLLANDIA DAIRY INC.	03/08/19		MW	1313-5310-0-9519-0000-0000-000	45,873.42
68	00273907	V68065391 THE TOLL ROADS	03/08/19		MW	1313-5310-0-5874-0000-3700-000	200.00
68	00274054	V68114146 GOLD STAR FOODS INC	03/13/19		MW	1313-5310-0-9519-0000-0000-000	241,842.31
68	00274055	V68155442 HILLEMANN, KRISTIN L.	03/13/19		MW	1313-5310-0-5216-0000-3700-000	2,083.58
68	00274056	V68154565 ORTIZ, HILDA	03/13/19		MW	1313-5310-0-5213-0000-3700-000	37.12
68	00274057	V68155758 REFRIGERATION CONTROL COMPANY	03/13/19		MW	1313-5310-0-5671-0000-3700-000	1,444.66
68	00274057	V68155758 REFRIGERATION CONTROL COMPANY	03/13/19		MW	1313-5310-0-5671-0000-3700-003	321.81
68	00274057	V68155758 REFRIGERATION CONTROL COMPANY	03/13/19		MW	1313-5310-0-5671-0000-3700-028	1,236.33
68	00274057	V68155758 REFRIGERATION CONTROL COMPANY	03/13/19		MW	1313-5310-0-5671-0000-3700-030	755.24
68	00274057	V68155758 REFRIGERATION CONTROL COMPANY	03/13/19		MW	1313-5310-0-5671-0000-3700-032	361.55
68	00274058	V68141951 SCHOOL NUTRITION ASSOCIATION	03/13/19		MW	1313-5310-0-4570-0000-3700-000	90.00
68	00274201	V68159584 EUSEBI, MAYTE	03/15/19		MW	1313-5310-0-5213-0000-3700-000	37.12
68	00274202	V68155442 HILLEMANN, KRISTIN L.	03/15/19		MW	1313-5310-0-5216-0000-3700-000	700.26
68	00274203	V68130111 INDUSTRIAL ELECTRIC	03/15/19		MW	1313-5310-0-5672-0000-3700-000	843.20
68	00274204	V68156042 MISSION NUTRITION	03/15/19		MW	1313-5310-0-4717-0000-3700-000	646.13
68	00274205	V68155758 REFRIGERATION CONTROL COMPANY	03/15/19		MW	1313-5310-0-5671-0000-3700-000	786.26
68	00274205	V68155758 REFRIGERATION CONTROL COMPANY	03/15/19		MW	1313-5310-0-5671-0000-3700-000	6,176.83
68	00274206	V68130073 SMART & FINAL	03/15/19		MW	1313-5310-0-4574-0000-3700-000	37.63
68	00274206	V68130073 SMART & FINAL	03/15/19		MW	1313-5310-0-4714-0000-3700-000	350.32
68	00274206	V68130073 SMART & FINAL	03/15/19		MW	1313-5310-0-5882-0000-3700-000	77.22
68	00274206	V68130073 SMART & FINAL	03/15/19		MW	1313-5310-0-4716-0000-3700-000	736.12
68	00274207	V68102018 SYSCO RIVERSIDE INC.	03/15/19		MW	1313-5310-0-4713-0000-3700-000	275.40
68	00274207	V68102018 SYSCO RIVERSIDE INC.	03/15/19		MW	1313-5310-0-4714-0000-3700-000	766.64
68	00274207	V68102018 SYSCO RIVERSIDE INC.	03/15/19		MW	1313-5310-0-4574-0000-3700-000	410.31
68	00274207	V68102018 SYSCO RIVERSIDE INC.	03/15/19		MW	1313-5310-0-4716-0000-3700-000	46.39

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68 00274208	V68159583	WHITMER, IRENE	03/15/19		MW	1313-9700-0-9652-0000-0000-027	102.60
SUBFUND 1313 Total:							492,209.77

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00273135	V68151218	WEATHERPROOFING TECHNOLOGIES	02/21/19		MW	1414-0000-0-6200-0000-8500-000	125,000.00
68 00273255	V68156515	NEW DIMENSION GENERAL CONSTRUC	02/22/19		MW	1414-0000-0-6200-0000-8500-000	6,851.95
68 00273464	V68105883	DAVE BANG ASSOCIATES INC	02/27/19		MW	1414-0000-0-5605-0000-8500-000	950.00
68 00273759	V68155176	KITCHELL CEM	03/06/19		MW	1414-0000-0-6200-0000-8500-000	10,840.00
68 00273760	V68158603	POLARIS LIGHTING ASSOCIATES IN	03/06/19		MW	1414-0000-0-5605-0000-8500-004	123.91
68 00273908	V68106764	CDWG Inc	03/08/19		MW	1414-0000-0-4500-0000-8500-030	2,830.00
68 00273916	V68047970	KNORR SYSTEMS INC	03/11/19		MW	1414-0000-0-4500-0000-8500-003	13,610.98
68 00273916	V68047970	KNORR SYSTEMS INC	03/11/19		MW	1414-0000-0-5605-0000-8500-003	4,012.36
68 00274059	V68109931	ARC	03/13/19		MW	1414-0000-0-6200-0000-8500-000	357.11
68 00274209	V68024000	CULVER-NEWLIN INC	03/15/19		MW	1414-0000-0-4405-0000-8500-081	6,182.93
68 00274210	V68145888	GUIDA SURVEYING INC	03/15/19		MW	1414-0000-0-6240-0000-8500-002	8,080.00
68 00274210	V68145888	GUIDA SURVEYING INC	03/15/19		MW	1414-0000-0-6240-0000-8500-053	5,570.00
68 00274211	V68118382	US BANK	03/15/19		MW	1414-0000-0-4500-0000-8500-000	116.32
<b>SUBFUND 1414 Total:</b>							184,525.56



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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00273492	V68051854	GILBERT & STEARNS INC	02/28/19		MW	2525-9806-0-6210-0000-8500-033	6,101.52
68 00273650	V68152554	ORBACH HUFF SUAREZ & HENDERSON	03/05/19		MW	2525-9806-0-5820-0000-8500-000	59.00
68 00273761	V68024000	CULVER-NEWLIN INC	03/06/19		MW	2525-9806-0-6400-0000-8500-033	3,773.41
68 00273762	V68122820	HMC ARCHITECTS	03/06/19		MW	2525-9806-0-6210-0000-8500-033	3,468.75
68 00273763	V68079541	SCHOOL FACILITY CONSULTANTS	03/06/19		MW	2525-9803-0-5800-0000-8500-000	4,288.75
68 00273763	V68079541	SCHOOL FACILITY CONSULTANTS	03/06/19		MW	2525-9806-0-5800-0000-8500-000	12,920.00
68 00273909	V68143256	DSA (DIVISION OF THE STATE ARC	03/08/19		MW	2525-9806-0-6220-0000-8500-033	10,975.75
<b>SUBFUND 2525 Total:</b>							41,587.18

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68 00273116	V68158105	GREEN DINOSAUR INC	02/20/19		MW	4040-9800-0-5815-0000-8500-024	2,042.82
68 00273116	V68158105	GREEN DINOSAUR INC	02/20/19		MW	4040-9871-0-5815-0000-8500-004	2,014.38
68 00273256	V68150287	PLACEWORKS	02/22/19		MW	4040-9850-0-6240-0000-8500-000	276.68
68 00273257	V68147396	PUBLIC ECONOMICS INC.	02/22/19		MW	4040-0000-0-5800-0000-8500-000	243.75
68 00273258	V68141584	WLC ARCHITECTS INC	02/22/19		MW	4040-9800-0-6210-0000-8500-024	6,028.74
68 00273258	V68141584	WLC ARCHITECTS INC	02/22/19		MW	4040-9871-0-6210-0000-8500-004	6,193.95
68 00273392	V68158331	TELACU CONSTRUCTION MANAGEMENT	02/26/19		MW	4040-9800-0-6272-0000-8500-024	28,000.00
68 00273392	V68158331	TELACU CONSTRUCTION MANAGEMENT	02/26/19		MW	4040-9871-0-6272-0000-8500-004	24,160.00
68 00273465	V68159481	CALIFORNIA TITLE COMPANY	02/27/19		MW	4040-9871-0-6245-0000-8500-004	350.00
68 00273466	V68156182	PATRIOT ENVIRONMENTAL LABORATO	02/27/19		MW	4040-9800-0-6290-0000-8500-024	790.00
68 00273764	V68122820	HMC ARCHITECTS	03/06/19		MW	4040-9850-0-6210-0000-8500-000	602.60
68 00273765	V68079541	SCHOOL FACILITY CONSULTANTS	03/06/19		MW	4040-9800-0-5800-0000-8500-024	85.00
68 00273765	V68079541	SCHOOL FACILITY CONSULTANTS	03/06/19		MW	4040-9871-0-5800-0000-8500-004	212.50
68 00274060	V68158105	GREEN DINOSAUR INC	03/13/19		MW	4040-9800-0-5815-0000-8500-024	453.96
68 00274060	V68158105	GREEN DINOSAUR INC	03/13/19		MW	4040-9871-0-5815-0000-8500-004	447.64
68 00274061	V68122718	SOUTHERN CALIFORNIA EDISON	03/13/19		MW	4040-9871-0-6200-0000-8500-004	24,761.87
<b>SUBFUND 4040 Total:</b>							96,663.89

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
 from 2/20/2019 to 3/19/2019

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00273259	V68122828	CORVEL ENTERPRISE COMP INC	02/22/19		MW	6768-0000-0-9516-0000-0000-000	130,422.23
68 00273259	V68122828	CORVEL ENTERPRISE COMP INC	02/22/19		MW	6768-0000-0-5800-0000-6000-000	36,808.86
68 00273766	V68007162	STAPLES BUSINESS ADVANTAGE	03/06/19		MW	6768-0000-0-4500-0000-6000-000	262.90
68 00273910	V68122828	CORVEL ENTERPRISE COMP INC	03/08/19		MW	6768-0000-0-9516-0000-0000-000	88,614.79
68 00273910	V68122828	CORVEL ENTERPRISE COMP INC	03/08/19		MW	6768-0000-0-5800-0000-6000-000	69,197.93
68 00274093	V68141709	IRON MOUNTAIN	03/14/19		MW	6768-0000-0-5800-0000-6000-000	270.59
68 00274212	V68118382	US BANK	03/15/19		MW	6768-0000-0-4500-0000-6000-000	464.00
<b>SUBFUND 6768 Total:</b>							326,041.30

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
from 2/20/2019 to 3/19/2019

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00273136	V68120141	CAPISTRANO UNIFIED SCHOOL DIST	02/21/19		MW	6769-0000-0-5800-0000-6000-000	14,963.11
68 00273137	V68150703	MEBA C/O	02/21/19		MW	6769-0000-0-5800-0000-6000-000	88,740.55
68 00273260	V68159309	ARTHUR J. GALLAGHER & CO. INSU	02/22/19		MW	6769-0000-0-5800-0000-6000-000	125.00
68 00273467	V68120141	CAPISTRANO UNIFIED SCHOOL DIST	02/27/19		MW	6769-0000-0-5800-0000-6000-000	8,024.80
68 00273468	V68150703	MEBA C/O	02/27/19		MW	6769-0000-0-5800-0000-6000-000	4,451,383.62
68 00273469	V68150703	MEBA C/O	02/27/19		MW	6769-0000-0-5800-0000-6000-000	79,812.13
68 00273767	V68120141	CAPISTRANO UNIFIED SCHOOL DIST	03/06/19		MW	6769-0000-0-5800-0000-6000-000	12,225.56
68 00273768	V68150703	MEBA C/O	03/06/19		MW	6769-0000-0-5800-0000-6000-000	108,974.85
68 00273769	V68116630	TRAVIS SOFTWARE INC	03/06/19		MW	6769-0000-0-5800-0000-6000-000	326.10
68 00273911	V68159460	ROYAL, SUSAN	03/08/19		MW	6769-0000-0-8674-0000-0000-000	6.71
68 00273912	V68159461	SKORINA, KRISTIE	03/08/19		MW	6769-0000-0-8674-0000-0000-000	9.12
68 00273913	V68108171	STROUD, KEITH R	03/08/19		MW	6769-0000-0-5800-0000-6000-000	301.00
68 00273914	V68059949	UNUM LIFE INSURANCE CO OF AMER	03/08/19		MW	6769-0000-0-5800-0000-6000-000	13,670.30
68 00274062	V68120141	CAPISTRANO UNIFIED SCHOOL DIST	03/13/19		MW	6769-0000-0-5800-0000-6000-000	5,584.04
68 00274063	V68150703	MEBA C/O	03/13/19		MW	6769-0000-0-5800-0000-6000-000	91,341.34
<b>SUBFUND 6769 Total:</b>							4,875,488.23

CAPISTRANO USD  
Consolidated Check Register w. Account  
from 2/20/2019 to 3/19/2019

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00273470	V68151411	CAPISTRANO USD	02/27/19		MW	6770-0000-0-9516-0000-0000-000	15,624.79
68 00273471	V68152218	STERICYCLE ENVIRONMENTAL	02/27/19		MW	6770-0000-0-5800-0000-6000-000	5,828.93
SUBFUND 6770 Total:							21,453.72
Grand Total:							16,642,733.97

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
American Logistics Co., LLC	Bid No. 1718-08, Outsource Transportation Services	7/26/2017
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET, Inc.	RFP No. 1-1718 - E-Rate Categories One-Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services. Awarded Category 2	4/19/2017
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
Arizona Continental Flooring Co.	California Multiple Award Schedule (CMAS) Contract Nos. 4-15-56-0059A and 4-08-72-0003G for Flooring Material and Related Services	4/19/2017
Asphalt, Fabric & Engineering, Incorporated	Bid No. 1718-16, Dana Hills High School Turf Replacement	5/23/2018
ASSI Security	California Multiple Award Schedule (CMAS) Contract No. 4-16-84-0054A, Provides for the Purchase, Installation, and Warranty of Access Control Systems and Related Componets	12/14/2016
ATI Architects and Engineers	RFP NO. 4-1617 - Architectural Services	4/19/2017
A-Z Bus Sales, Inc.	Waterford Unified School District Piggyback Bid No. 01/17 for the Purchase of School Buses	3/22/2017
A-Z Bus Sales, Inc.	Bid No. 1718-22, Child Safety Alert System Product and Installation	7/25/2018
Balfour Beatty	RFP 6-1718, Preconstruction & Construction Management Services	5/23/2018
Ben's Asphalt, Inc.	Bid No. 1516-25, Asphalt Paving, Seal Coating and Repair	5/11/2016
Blue Violet Networks, LLC	California Multiple Award Schedule (CMAS) Contract No. 3-16-84-0052A, Supplement No. 1 for Purchase and Warranty of Video Surveillance Hardware, Maintenance, Software and Software Maintenance as a Product	11/16/2016
Cal Building Systems	Bid No. 1819-11, Fire Alarm Inspection Services - Cal Building Systems, Time and Alarm Systems	3/13/2019
California School Boards Association	Government Meeting Management Software	4/25/2018
Cannon U.S.A, Incorp	WSCA-NASPO Valuepoint Master Agreement No. 3091, California Participating Addendum No. 7-15-70-23, Copiers, Printers, Related Devices and Associated Services	4/25/2018

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
Carahsoft Technology Corp.	California Multiple Award Schedule (CMAS) Contract No. 3-12-70-2247E for Various Information Technology Goods and Services	4/19/2017
CDW Government, LLC	Magnolia School District Bid No. MSIT3 - #1-23-2014 - Technology Equipment and Peripherals	12/9/2015
CJK Construction Management	RFP 6-1718, Preconstruction & Construction Management Services	5/23/2018
Co-Curricular Bus Service - Various Vendors	Bid No. 1819-10, Co-Curricular Bus Service -Various Vendors	2/27/2019
Consolidated Electrical Distributors, Inc	Bid No. 1718-01, Electrical Supplies and Materials	6/28/2017
ConvergeOne	RFP No. 1-1718 - E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018 - Awarded SMARTNET, Without Maintenance and Project Management, Nexus and Firewall, and Nexus and Firewall Basic Maintenance	4/19/2017
ConvergeOne	California Multiple Award Schedule (CMAS) Contract No. 3-18-70-248K for Information Technology Goods & Services	5/23/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. AR233, California Participating Addendum No. 7-14-70-04 for Data Communication Equipment and Services	5/23/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. MNWNC-108, California Participating Addendum No. 7-15-70-34-003 for Computer Equipment (Desktops, Servers, and Storage including Related Peripherals and Services)	5/23/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. AR615, California Participating Addendum No. 7-14-70-15 for Data Communication Equipment and Services	5/23/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. MNNVP-133, California Participating Addendum No. 7-15-70-34-001 for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including Related Peripherals and Services)	5/23/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. AR626, California Participating Addendum No. 7-14-70-11 for Data Communication Equipment and Services	5/23/2018

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
ConvergeOne	State of California Multiple Award Schedule Contract No. 3-18-70-2486K, General Services Administration Schedule No. GS-35F-0563U, Information Technology Goods and Services	7/25/2018
ConvergeOne	State of California Multiple Award Schedule Contract No.3-18-70-2486h, General Services Administration Schedule No. GS-35F-0143R To Purchase Network Infrastructure Products - Convergeone, Incorporated	10/11/2018
Cordoba	RFP 6-1718, Preconstruction & Construction Management Services	5/23/2018
Cox Business	RFP No. 1-1718 - E-Rate Categories One-Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services. Awarded Category 1	4/19/2017
Cox California Telcom, LLC	RFP No 2-1718, Telecommunications Services (VOICE)	6/28/2017
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 10-13 Wide Area Network Services	1/22/2014
CR&R	Bid No. 1516-24, Service to Collect, Recycle, and Dispose of Solid Waste District Wide	5/25/2016
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dave Bang Associates, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-15-78-0013E for Fitness Equipment and Park and Playground Equipment	10/14/2015
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 18-02, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters and Athletic Equipment	3/14/2018
Davy Architects	RFQ No. 4-1617 - Architectural Services	4/19/2017
Dimension Data	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for Information Technology Goods & Services	10/14/2015
Dominos Pizza	RFP No. 4-1718, Fresh Daily, Pre-baked Ready to Serve Delivered Pizza Service	8/23/2017
Dude Solutions	Association of Educational Purchasing Agencies Bid No. 016, Facilities Management Software - Dude Solutions	6/20/2018
E. Stewart & Assoc, Inc.	Bid No. 1819-01, Weed Abatement	7/25/2018
E-Rate Multiple Categories to Multiple Vendors	RFP No. 3-1819, E-Rate Multiple Categories - Multiple Vendors	3/13/2019



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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
EMC Corporation	State of California Multiple Award Schedule (CMAS) Nos. 3-14-70-2486F and 3-15-70-2486E. #MNWNC- 109 for Information Technology Goods and Services As Needed	3/22/2017
Epic Machines, Inc.	California Multiple Award Schedule Contract (CMAS) Contract No. 3-14-70-3108A, GSA Schedule No. GS- 35F-0511T, Purchase and Warranty of Hardware and Software, Software Maintenance and Installation of Cisco Brand Products	10/22/2014
Fleet Vehicles - Cars - Multiple Vendors	State of California Contract No. 1-18-23-10 A Through H, Supplement 2, Fleet Vehicles and Cars - Multiple Vendors	12/12/2018
Fleet Vehicles - Trucks - Various Contractors	State of California Contract No. 1-18-23-20 A Through I, Fleet Vehicles - Trucks - Various Contractors	7/25/2018
Fleet Vehicles - Vans and SUV's - Multiple Vendors	State of California Contract No. 1-18-23-23, A Through H, Supplement 2, Fleet Vehicles, Vans and SUVs - Multiple Vendors	12/12/2018
Galasso's Bakery	Bid No. 1718-10, Fresh Bread and Bakery Products	7/26/2017
Ganahl Lumber Company	County of Orange, OC Public Works, Contract No. MA- 080-18010280, Miscellaneous Building Supplies and Material, Maintenance and Repair of Structural, Mechanical, Electrical, Plumbing and Finishes of County Buildings	2/27/2019
Ghatoade Bannon Architects	RFP No. 4-1617 - Architectural Services	4/19/2017
Gilbert & Stearns, Inc.	Bid No. 1617-07, Electrical, Fire Protection & Low Voltage Systems Service	12/14/2016
Gold Star Foods	Bid No. 1718-03, Frozen, Refrigerated, Processed Commodity, Dry Food and Beverage Products and Services	6/28/2017
Gold Star Foods	Bid No. 1819-12, Fresh Produce (Fruits & Vegetables) Products and Services	3/13/2019
Hewlett Packard Company/Sigmanet Inc.	State of California Multiple Award Schedule (CMAS) Nos. 3-14-70-2486F and 3-15-70-2486E. #MNWNC115 for Information Technology Goods and Services As Needed	3/22/2017
HMC Architects	RFP No. 4-1617 - Architectural Services	4/19/2017
Hollandia Dairy	Bid No. 1617-19, Milk and Dairy Products	4/19/2017
Illuminate Education, Inc.	RFP No. 8-1617 Assessment Delivery and Data Management System (ADDMS)	6/7/2017

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
Information and Non-Information Technology Goods and Services - Various Vendors	State of California Multiple Award Schedule Contract NOS. 3-15-84-0042A, 3-15-84-0042C, 3-15-84-0042D, 3-16-70-2382B, 3-18-70-3176C, 3-18-84-0042E, AND 4-17-84-042E, General Services Administration Schedule NOS. GS-07F-0298J, GS-07F-0200W, GS- 07F-206CA, GS-35F-183DA, GS-35F-0499N, 47QSWA18D0022, AND GS-07F-0326T, Information and Non-Information Technology Goods and Services- Various Vendors	1/24/2019
Inspector of Record - Multiple Vendors	RFP No. 1-1819, Inspector of Record - Multiple Vendors	2/27/2019
Just-In-Time	Corona-Norco Unified School District Bid No. 2018/2019-023 - Just-In-Time Office & Classroom Supply	3/13/2019
KYA Services, LLC	State of California Multiple Award Schedule Contract NO. 4-17-72-0057B, General Services Administration Schedule No. GS-03F-102GA, Purchase, Warranty and Installation of Floor Covering and Related Products	1/24/2018
KYA Services, LLC	State of California Multiple Award Schedule Contract NO. 4-18-78-0089A, General Services Administration schedule NO. GS-07F-5560P, Purchase, Warranty and Installation of Sport Facility Flooring - KYA Services, LLC.	6/20/2018
Liberty Paper	Anaheim Union High School District Bid No. 2016-09 - Multi-Purpose Copy Paper	4/27/2016
Lopez Works, Inc.	Bid No. 1819-06, Parking Lot Sweeping Services	2/27/2019
LPA, Inc	RFP No. 4-1617 - Architectural Services	4/19/2017
MGPA Architecture	RFP No. 4-1617 - Architectural Services	4/19/2017
Mohawk Commercial, Incorp	Contract No. 4-13-72-0039C For The Purchase, Warranty And Installation Of Floor Covering and Related Products	7/26/2017
Mobile Communications Repair	Bid No. 1617-08, Two-Way Radio, Push To Talk & Ancillary Equipment & Related Support & Maintenance Services	6/28/2017
New Dimension General Construction	Bid No. 1718-21, Dana Hills High School Structural Repairs	5/23/2018
Nicole Miller & Associates, Inc.	RFP No. 7-1617 - Investigative Services	6/7/2017
Nigro & Nigro PC	RFP No. 2-1617 - Financial Auditing Services	3/22/2017
Office Depot	Newport-Mesa Unified School District Bid No. 104-18 Office and School Supplies and Equipment	12/12/2018
PBK Architects	RFQ No. 4-1617 - Architectural Services	4/19/2017
PJHM Architects, Inc.	RFP No. 4-1617 - Architectural Services	4/19/2017

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
P&R Paper Supply Co.	Bid No. 1819-07, Paper and Plastic Products for Food and Nutrition Services	1/24/2019
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1516-03, Plumbing Services	6/22/2016
Painting and Décor, Incorporated	Bid No. 1718-18, Chaparral Elementary School Playground Modernization and Repaint	5/23/2018
Paragon	RFP No. 1-1718 - E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018 - Awarded Category 2	4/19/2017
Pinnacle Petroleum Inc.	Newport Mesa USD Bid No. 108-16: Fuel (Gasoline and Diesel)	10/26/2016
Pritchard Supply, Inc. dba Johnstone Supply	MA-080-16012279, Air Filters and Related Supplies - Pritchard Supply, Inc. dba Johnstone Supply	6/20/2018
Pritchard Supply, Inc. dba Johnstone Supply	MA-080-17011831, Heating, Ventilation and Air Conditioning Parts and Equipment - Pritchard Supply, Inc. dba Johnstone Supply	6/20/2018
Prime Painting Contractors, Inc.	Bid No. 1718-02, Painting and Other Coating Services	6/28/2017
Progressive Design Playgrounds	California Multiple Award Schedule Contract No. 4-03-78-0023A for Playground and Outdoor Equipment and Related Services	3/22/2017
Q Fence and Fabrication, Incorporated	Bid No. 1516-05, Fence Repairs and Maintenance	6/10/2015
R. Jensen Company, Incorporated	Bid No. 1718-19, Aliso Viejo Middle School Modular Classrooms	5/23/2018
Refrigeration Control Co Inc.	Bid No. 1718-09, Refrigeration and Ice Machine Equipment Repair Service and Preventative Maintenance Services	9/13/2017
Ricoh USA, Inc.	WSCA-NASPO Valuepoint Master Agreement No. 3091, California Participating Addendum No. 7-15-70-25 for Copiers, Printers, Related Devices and Associated Services	5/23/2018
Robertson Industries, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-11-78-0003C for Playground Surfacing and Related Services	4/19/2017
School Loop	RFP No. 3-1617 - Learning Management System. Software and Services to Support Course Management and a Virtual Learning Environment	4/19/2017
2nd Gear/Insight Systems Exchange	Bid No. 1516-13, Refurbished Computer Equipment	10/28/2015
SHI International Corp.	Simi Valley USD RFP 10-14-14 Microsoft Products	2/11/2015

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
Southwest School Supply	Corona-Norco Unified School District Bid No. 2018/2019-023 - JIT Classroom & Office Supplies	3/13/2019
Sparkletts	Regional Cooperative Agreement Contract Number RCA -017-18010016 Between County of Orange/County Procurement Office and DS Services of America, Incorporated DBA Sparkletts For Bottled Water	8/22/2018
Spicers Paper, Inc.	Fontana Unified School District Bid No. 18/19-1505, Paper Products for Printing Services	12/12/2018
TELACU Construction Management	RFP 6-1718, Preconstruction & Construction Management Services	5/23/2018
Time and Alarm Systems	Bid No. 1819-11, Fire Alarm Inspection Services - Cal Building Systems, Time and Alarm Systems	3/13/2019
Val-Pro, Inc., dba Valley Fruit & Produce Co.	Bid No 1617-05, Fresh Produce (Fruits & Vegetables) Produces and Services	9/28/2016
Vector Resources, Inc.	California Multiple Award Schedule (CMAS) Contract Nos. 3-08-70-0876Y, 3-11-70-0876AG, 3-13-70-0876AL, 3-15-70-0876AM, 3-15-84-0018B, 3-16-70-2382B, 3-11-70-0876AK, 03-01-70-0879H, 03-08-70-0876W and 3-16-84-0018C, General Services Administration Schedule Nos. GS-35F-0505U, GS-35F-0563U, GS-35F-0308U, GS-35F-0511T, GS-07F-0206W, GS-35F-183DA, GS-35F-0143R, GS-35F-4748G, GS-35F-0814N and GS-07F-0200W Respectively, Information Technology Goods and Services	12/14/2016
Vector Resources, Inc.	State of California Participating Addendum No. 7-14-70-06 With WSCA-Naspo master Price Agreement Number AR1464 and State of California Multiple Award Schedule Contract No. 3-11-70-0876AK to Purchase Network Infrastructure Products - Vector Resources, Incorporated	9/12/2018
Vector USA	RFP No. 1-1718 - E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018. Awarded Category 2	4/19/2017
Waterline Technologies, Inc	Los Angeles Unified School District, Contract No. 4400006668, Swimming Pool Chemicals and Supplies	2/27/2019
Weatherproofing Technologies	State of California Multiple Award Schedule Contract No. 4-18-00-0118A, California Department of General Services Base Schedule No. Association of Educational Purchasing Agencies IFB-017-F, Purchase, Warranty, and Installation of Roofing and Related Services	2/27/2019

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
West Coast Arborists, Inc.	Bid No. 1617-02, Tree Trimming Maintenance Service	1/25/2017
WLC Architect	RFP No. 4-1617 - Architectural Services	4/19/2017
X-Act Technology Solutions Incorp	Bid No. 1617-07, Electrical, Fire Protection & Low Voltage Systems Service	12/14/2016

**VENDOR PAYMENTS OVER 250K AS OF 3/19/19****2018-19**

<b>Vendor Name</b>	<b>Total Dollar Amount</b>
A Z BUS SALES INC	841,075.37
ADVANTAGE WEST INVESTMENT ENTERPRISES INC	620,906.41
AFE Sport	1,610,726.25
AMERICAN LOGISTICS COMPANY LLC	441,037.50
AMPLIFY EDUCATION INC	1,258,832.70
ASCIP	2,414,936.00
ATKINSON ANDELSON LOYA	594,440.35
BENCHMARK EDUCATION COMPANY LLC	596,049.98
BENS ASPHALT	1,172,216.94
CANON FINANCIAL SERVICES INC.	421,668.59
CANON SOLUTIONS AMERICA INC.	304,052.60
CAPISTRANO CONNECTIONS ACADEMY	17,663,194.00
CAPISTRANO UNIFIED SCHOOL DIST	2,197,286.05
CAPISTRANO USD	468,024.42
CDWG Inc	3,675,667.53
CIGNA	253,119.52
CINNAMON HILLS YOUTH CRISIS CENTER	309,257.12
CITY OF SAN CLEMENTE	266,254.70
CITY OF SAN JUAN CAPISTRANO	296,775.54
CJK CONSTRUCTION MANAGEMENT INC	427,930.00
COLLEGE AND CAREER ADVANTAGE	2,291,314.89
COMMUNITY ROOTS ACADEMY	3,289,701.00
CONVERGEONE INC	582,618.55
CORVEL ENTERPRISE COMP	260,552.25
CORVEL ENTERPRISE COMP INC	2,405,059.22
CULVER-NEWLIN INC	1,396,530.01
DAVE BANG ASSOCIATES INC	330,251.76
FOLLETT SCHOOL SOLUTIONS INC	268,728.05
GOLD STAR FOODS INC	1,566,928.25
HOLLANDIA DAIRY INC.	334,462.75
HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	842,441.83
JOURNEY CHARTER SCHOOL	2,721,017.00
KYA SERVICES LLC	402,741.02
MARDAN SCHOOL	311,450.60
MCGRAW-HILL SCHOOL EDUCATION HOLDINGS LLC	2,009,486.89
MEBA C/O	38,474,299.93
MOULTON NIGUEL WATER	332,785.93
NEW HAVEN YOUTH & FAMILY	455,854.00
OCDE	399,871.00
OCEANVIEW SCHOOL	267,973.89
OPPORTUNITY FOR LEARNING	1,521,426.37
ORANGE COUNTY ACADEMY OF	1,665,719.00
ORANGE COUNTY DEPT OF EDUC	3,658,989.56
OXFORD ACADEMY	3,626,344.00
PALI INSTITUTE INC	261,147.50
PAUL C MILLER CONSTRUCTION CO	986,779.70
PEARSON EDUCATION INC	272,381.34
PINNACLE PETROLEUM INC	576,178.28
PORTVIEW PREPARATORY INC	615,571.15

R. JENSEN CO INC	475,200.00
SAN DIEGO GAS & ELECTRIC	6,209,853.72
SANTA MARGARITA WATER	297,010.94
SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC	2,556,617.19
SO CA GAS CO	369,050.34
SOUTHERN CALIFORNIA EDISON	1,194,486.11
SOUTHWEST SCHOOL & OFFICE SUPPLY	372,075.39
STANDARD INDUSTRIES	328,017.47
STRAUB CONSTRUCTION INC	3,702,175.89
US BANK	253,424.09
US BANK	3,354,543.37
US BANK NATIONAL ASSOCIATION	1,947,110.23
WEST COAST ARBORISTS INC.	281,707.00
WLC ARCHITECTS INC	639,471.38
XEROX CORPORATION	521,206.47

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Prepared by: Lynh Rust, Executive Director, Contracts and Purchasing

Date: April 25, 2019

Board Item: Independent Contractor, Professional Services, Field Service and Master Contract Agreements

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**HISTORY**

Education Code §§ 17604 and 17605 allow the Board of Trustees to delegate certain authority to District staff and pursuant to Resolution No. 1112-12, adopted on September 12, 2011, the Board delegated authority to the Deputy Superintendent, Business and Support Services, Executive Director, Fiscal Services and the Director, Purchasing the authority to sign and execute all contracts.

Education Code § 17605 requires all delegated transactions entered into by delegated staff be reviewed by the governing board every 60 days.

**BACKGROUND INFORMATION**

Independent Contractor, Professional Services, Field Service, and Master Contract Agreements are standard District template contracts, which have been reviewed by independent District legal counsel. The Purchasing and Contracts department prepares contracts, utilizing the appropriate contract form for the type of service requested and submits the contract, less the standard terms and conditions for Board consideration and approval. The standard terms and conditions for every type of contract are posted on the Purchasing website for public viewing and efficiency purposes to reduce the size of the Board agenda. A contract listing summary is provided for ease of review and information; however, the Board is requested to approve the actual contract included in the agenda item, not the summary itself.

**CURRENT CONSIDERATIONS**

Each contract, at a minimum, includes the rate(s) of services, scope of work to be provided, and term of the agreement.

**FINANCIAL IMPLICATIONS**

Each contract varies to the financial cost, depending on need and availability of funding.



**STAFF RECOMMENDATION**

It is recommended the Board approve and/or ratify all contracts submitted for consideration.

**PREPARED BY:** Lynh Rust, Executive Director, Contracts and Purchasing

**APPROVED BY:** Clark Hampton, Deputy Superintendent, Business and Support Services

APRIL 25, 2019 BOARD MEETING  
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,  
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

**New Agreements**

TYPE	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
PSA	1819214	Title II	nRich Educational Consulting	Provide educational workshops for St. Anne Christian School	3-1-19 to 6-30-19	\$9,407.00
PSA	1819216	Special Education	Sharon Marie Grandinette dba Exceptional Educational Services	Provide consultation and training for District students	3-1-19 to 6-30-19	\$1,500.00
ICA	1819218	Title I	Parent Institute for Quality Education	Provide training course for Las Palmas Elementary School parents	1-30-19 to 3-27-19	\$7,800.00
ICA	1819219	Title I	Shannon Clarke	Provide a 4-week reading program to students K-4 at Mission Basilica School	3-28-19 to 4-18-19	\$2,000.00
FSA	1819220	General Fund	R & S Flooring Solutions	Provide labor and material to refinish gym floors at Capistrano Valley High School, San Clemente High School, Tesoro High School, Aliso Niguel High School, Dana Hills High School, and San Juan Hills High School	6-7-19 to upon completion	\$85,908.88
PSA	1819221	Special Education	TherapyTravelers, LLC	Provide substitute/temporary staff to cover speech and language, occupational therapy, physical therapy and/or psychological services	3-1-19 to 6-30-19	\$20,000.00
*MCA	1819222	Special Education	Diamond Ranch Academy, Incorporated	Provide general education programs and special education instruction, residential and mental health services	3-1-19 to 6-30-19	\$120,000.00
ICA	1819223	Title IV	College Essay Guy, LLC	Provide college application essay writing workshops to juniors and seniors	4-1-19 to 6-30-19	\$450.00
ICA	1819224	Title I	Haya Sakadjian	Provide tutoring services for English Language Arts (ELA) District students	3-1-19 to 6-30-19	\$3,000.00
PSA	1819225	Clean Renewable Energy Bonds	Bergman Dacey Goldsmith, A Professional Law Corporation	Provide legal services	3-1-19 to 6-30-20	\$50,000.00
PSA	1819226	Clean Renewable Energy Bonds	Ninyo & Moore Geotechnical & Environmental Sciences	Provide geotechnical, materials testing and specialty inspection services for the San Clemente High School Solar Project	3-1-19 to 12-31-19	\$30,352.00
ICA	1819227	Gift Fund	The Laguna Playhouse	Provide a performance of Island of the Blue Dolphins at RH Dana Elementary School	4-1-19 to 6-30-19	\$350.00

\$330,767.88

APRIL 25, 2019 BOARD MEETING  
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,  
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

**Amendments**

TYPE	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
*MCA	1819071	Special Education	Port View Preparatory, Incorporated	Provide general education programs and special education instruction	Replace rate sheet Exhibit A with revised Exhibit A-1 rate sheet	\$0.00
*MCA	1819049	Special Education	Olive Crest Academy	Provide basic education program/special education instruction	Replace rate sheet Exhibit A with revised Exhibit A-1 rate sheet	\$0.00
*MCA	1819202	Special Education	Discovery Ranch, Incorporated	Provide general education programs and special education instruction, residential and mental health services	Replace rate sheet Exhibit A with revised Exhibit A-1 rate sheet	\$0.00
PSA	1819113	Special Education	Brain Learning Psychological Corporation	Provide psycho-education, neuropsychological, educationally related mental health and functional behavioral assessments for District students	Increase contract value from \$22,500 to \$38,500	\$16,000.00
PSA	1819170	Special Education	RISE Interpreting, Incorporated	Provide instructional signing aide or American Sign Language (ASL) interpreting for District student	Increase contract value from \$15,000.00 to \$19,000.00	\$4,000.00
PSA	1718263	Clean Renewable Energy Bonds	Ninyo & Moore Geotechnical & Environmental Sciences	Provide geotechnical, materials testing and specialty inspection services for the Capistrano Valley High School Solar Photovoltaic System project	Extend contract through 12/31/2019	\$0.00
PSA	1819066	Clean Renewable Energy Bonds	Ninyo & Moore Geotechnical & Environmental Sciences	Provide geotechnical, materials testing and specialty inspection services for the Tesoro High School Solar Photovoltaic System project	Extend contract through 12/31/2019	\$0.00
						\$20,000.00

PSA - Professional Services Agreement

\*MCA - Master Contract Agreement

FSA - Field Service Agreement

\* No "not to exceed" amount included in the master contract. The master contract agreements do not include a not to exceed dollar amount as it may limit the flexibility to place special education students in a timely manner.



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of April 26, 2019 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

### NRICH EDUCATIONAL CONSULTING, INCORPORATED

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$9,407.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **March 1, 2019 to June 30, 2019**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[ X ] General Conditions      [ ] Special Conditions      [ X ] Required Documents and Certifications      [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : April 25, 2019

### Contractor

Signature: \_\_\_\_\_  
 Name: Richard M. Cash  
 Title: President  
 Address: 2929 Chicago Ave. #1201  
Minneapolis, MN 55407  
 Email Address: nrichconsulting@msn.com

## EXHIBIT A



Richard M. Cash, Ed. D.  
[dill, iul, lConsultral]

### AGREEMENT

Richard M. Cash, Ed.D. of nRich Educational Consulting, Inc. agrees to provide:

•!• Mar 26-27 & May 6-7, 2019 Workshops/PD

•!• Mar 26 - 27 & May 6-7, 2019

Maureen Bournazian / St. Anne School  
Agrees to :

Compensate nRich Educational Consulting, Inc\_ for services rendered

•!• \$14,000.00 all-inclusive pricing

#### Presenter Fee is due upon completion of services

#### MISC TERMS:

- ∴ Workshops are scheduled between 8am and 3:30pm Additional time must be negotiated and additional fees **will** be added to the contract price
- ∴ Presenter Fee invoice will be emailed about one month prior to service date(s)
- !• Presenter Fee must be given to presenter (or mailed) on the last day of scheduled pd/training
- !• Presenter Fee invoices not paid when due will be assessed a 15% late payment penalty
- ∴ All handout printing is the responsibility of the entity contracting nRich Educational Consulting.
- !• Speaker **will** use personal laptop for presentations; a sound jack/hook-up to sound system is required.
- ∴ Speaker requests a lapel microphone (if the size of the room requires electronic amplification).
- !• Recordings, live streaming, and/or similar must be agreed to in advance; additional fee is required.
- ∴ An LCD projector and screen are to be provided by contracting entity.

#### CANCELLATION:

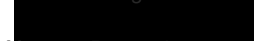
In case of inclement weather, both parties may cancel on the day of the event, but must reschedule the event for a future date within six (6) months of the date of the original event. All incurred travel expenses are the responsibility of the cancelling party.

In the case of cancellation for any other reasons, a cancellation fee of \$2,500.00 will be paid to nRich Educational Consulting, Inc. If the event is re-scheduled within six (6) months of the original event date, the \$2,500.00 will be credited to the final invoice.

Signed:

  
nRich Educational Consulting, Inc. Officer / Date

Authorized Signature/ Date

  
Maureen Bournazian  
Head of Middle School  
St. Anne School  
32451 Bear Brand Road  
Laguna Niguel, CA 92677

Return one signed copy to:  
nRich Educational Consulting, inc.  
2929 Chicago Avenue #1201  
Minneapolis, MN 55407



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of April 26, 2019 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

### **SHARON MARIE GRANDINETTE dba EXCEPTIONAL EDUCATIONAL SERVICES**

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$1,500.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **March 1, 2019 to June 30, 2019**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[ X ] General Conditions      [ ] Special Conditions      [ X ] Required Documents and Certifications      [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### Capistrano Unified School District

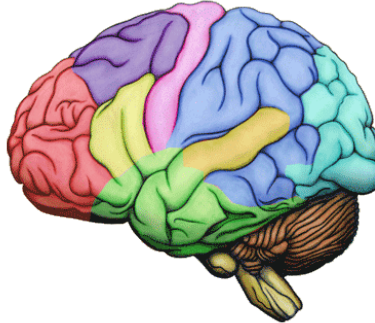
By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : April 25, 2019

### Contractor

Signature: \_\_\_\_\_  
 Name: Sharon Grandinette, M.S., Ed CBIST  
 Title: Special Education Consultant/Trainer  
 Address: 326 Via San Sebastian  
Redondo Beach, CA 90277  
 Email Address: shargrand@aol.com

## Exceptional Educational Services

*Sharon Grandinette, M.S. Ed., CBIST*  
*Acquired Brain Injury Educational Consultant/Trainer*  
326 Via San Sebastian  
Redondo Beach, CA 90277  
310-863-3160  
[Shargrand@aol.com](mailto:Shargrand@aol.com)



### **FEE SCHEDULE: School Districts**

- |                                      |   |
|--------------------------------------|---|
| ❑ Observation                        | \$175.00 hour   |
| ❑ Assessment                         | \$175.00 hour   |
| ❑ Review of files                    | \$175.00 hour   |
| ❑ Development of consultation report | \$175.00 hour   |
| ❑ Attendance at IEP/other meetings   | \$175.00 hour   |
| ❑ Preparation for training           | \$175.00 hour (3-4 hours)                                 |
| ❑ Training                           |   |
| ○ 4 hours or less                    | \$225.00 hr   |
| ○ Whole day (7-8 hours)              | \$ 1650.00 per day  |
| ❑ Travel by personal vehicle         | Government mileage reimbursement rate                     |
| ❑ Travel via other means             | Per ticketed receipt                                      |
| ❑ Phone consultation                 | \$43.75 per 15 minutes or fraction thereof                |
| ❑ Email consultation                 | \$175.00 per hour billed in 3 minute increments per email |



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **April 26, 2019** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### PARENT INSTITUTE FOR QUALITY EDUCATION

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$7,800.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **January 30, 2019 through March 27, 2019** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

[ X ] General Conditions      [ ] Special Conditions      [X] Required Documents and Certification [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : April 25, 2019

### Contractor

Signature: \_\_\_\_\_  
 Name: Lilian Esther Hernandez  
 Title: Executive Director PIQE  
 Address: 957 N. Grand Ave.  
Covina, CA 91724  
 Email Address: lhernandez@piqe.org



EXHIBIT A



SERVICES ACCEPTANCE  
MEMORANDUM OF UNDERSTANDING

To: Dr. Maria Cristina Barrosa, Principal  
From: Mrs. Lilian Esther Hernandez, Executive Director  
Date: Tuesday, January 8, 2019

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Las Palmas Elementary School agree as follow:

RECITALS

- A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Location: Las Palmas Elementary School of the Capistrano Unified School District
- C. Period of Performance: January 30<sup>th</sup> through March 27, 2019

Compensation: a flat fee of \$5,800 for one class, at one site with no more than 30-35 parents in a class; and an additional flat fee of \$2,000 for any additional class (30-35 parents) at the same school, same site. The minimum number of parents to open a class in any language is 15.

Any additional parent that graduates from the program will be \$130.00. Initial MEMO

School funding from: Title I

In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshment to be provide to the parents

I accept these services at Las Palmas Elementary School under the terms and conditions noted.

Maria Cristina Barrosa  
Dr. Maria Cristina Barrosa, Principal

01/10/2019  
Date

Parent Institute Representative: Lilian Hernandez  
Lilian Esther Hernandez, Executive Director PIQE

*Now Anything is Possible!*  
957 N. Grand Ave., Covina, CA 91724  
Telephone: 626/455-0126 Fax: 626/455-0943  
www.piqe.org



**PARENT INSTITUTE FOR QUALITY EDUCATION  
DIRECTOR'S PROCEDURE CHECKLIST**

**Executive Director:** Lilian Esther Hernandez    **District:** CAPO    **Quarter:** Winter 2019

School Name: Las Palmas Elementary School		Principal's Name: Dr. Maria Cristina Barrosa E-mail: mcbarrosa@capousd.org		
Address: 1101 Calle Puente, San Clemente, CA 92672		Phone: 949/234-5333		Fax:
Enrollment:	% Hispanic:	% Anglo: % African-American:	%Asian: %Filipino:	Goal:
Day:	Tuesday	<b>Wednesday</b>	Thursday	Other:
Time AM:		<b>8:30-10:00</b>		
Time PM:		<b>6:00-7:30</b>		
Orientation Date: 1/30/2019		Principal's Dialogue Date: 3/20/2019		
Indicate Any Combination of Sessions*:		Graduation Date: 3/27/2019		
<b>Notebook Overview</b>				
Parent Meeting:		Date:	Time:	
Faculty Meeting: Staff Meeting		Date: 2/05/19	Time: 1:30 pm	
Number of Room:3		A.M.: MPR	P.M: MPR	
Roster Pick-up Date: ASAP Before 12/14/18			Email Date:	
Memo of Understanding Due:			Graduation Protocol Review Date:	
<b>Thirteen Items the School Provides</b>				
<ol style="list-style-type: none"> <li>1.    <input type="checkbox"/> Budget and payment process (Referred to Memorandum of Understanding).</li> <li>2.    <input type="checkbox"/> Refreshments, coffee, and cookies (cake for graduation).</li> <li>3.    <input type="checkbox"/> Childcare for the morning and evening sessions.</li> <li>4.    <input type="checkbox"/> <b>Classroom space for 25 – 35 parents per classroom. In some cases classes are conducted with less than 35 parents per classroom. The minimum number of parents to open a class in any language is 15.</b></li> <li>5.    <input type="checkbox"/> Provide the student enrollment roster via email <b>one month prior to the Orientation</b>. The roster must include the name of the parents, student address and phone numbers in <b>alphabetical order with primary language in an EXCEL document</b>.</li> <li>6.    <input type="checkbox"/> Send to parents the attached flyers approximately one week prior to the P.S.</li> <li>7.    <input type="checkbox"/> School profile, description of special programs the school offers, and the accountability report card; SARC, Student-Parent Handbook, Sample Report Card, Graduation Requirements (HS only).</li> <li>8.    <input type="checkbox"/> Prepare and conduct the <b>Principal's Dialogue</b> on week # 8. (<b>Transcript Review</b> for Middle schools)</li> <li>9.    <input type="checkbox"/> Invite a graduation speaker (5 minute speech); <b>provide graduation program</b> and entertainment if available at the school.</li> <li>10.    <input type="checkbox"/> Meet with PIQE Associate Director to review the PIQE graduation protocol.</li> <li>11.    <input type="checkbox"/> Fill out and fax or email school basic information.</li> <li>12.    <input type="checkbox"/> <b>Consultant Agreement, Copy of Contract and PURCHASE ORDER number (If available).</b></li> <li>13.    <input type="checkbox"/> P.A. System, LCD Projector, Document Reader or Overhead Projector and White Board.</li> </ol>				
Principal Signature: <u>Maria Cristina Barrosa</u>				
PIQE/Representative Signature: _____				
Name of your school staff that will be assisting the Parent Institute: _____				
<b>Comments</b>				

\*Session Combinations require Executive Approval:



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **April 26, 2019** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### SHANNON CLARKE

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$2,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **March 28, 2019 through April 18, 2019** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

[ X ] General Conditions      [ ] Special Conditions      [ X ] Required Documents and Certification [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

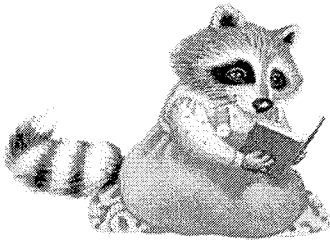
### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : April 25, 2019

### Contractor

Signature: \_\_\_\_\_  
 Name: Shannon Clarke  
 Title: Owner  
 Address: 30 St. Croix  
Laguna Niguel, CA 92677  
 Email Address: info@readinggrascals.org

## EXHIBIT A



## Invoice

Remit to:  
Shannon Clarke  
30 St Croix  
Laguna Niguel, CA  
92677

INVOICE#INV0824RR6  
REF-PO#VERBAL/EMAIL  
VENDOR#000000

TO Mission Basilica School

February 14, 2019

TEACHER	SCHOOL	DATES	PAYMENT TERMS	DUE DATE
Shannon Clarke	MBS	3/28/10/19 - 4/18/19	Due on receipt	3/28/19

QTY	ITEM #	DESCRIPTION	LIST PRICE	UNIT PRICE	EXT PRICE
2 hours <i>4 week program</i>	Students Grades K-4	Reading Rascal Title 1 Program		\$500 per day	
				Subtotal	
				TAX EXEMPT	
				TOTAL	\$2,000.00

THANK YOU FOR YOUR BUSINESS!



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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 26<sup>th</sup> day of April, by and between R & S Flooring Solutions, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount estimated to be \$85,908.88 following:  
Routine and usual maintenance for the preservation and protection of gymnasium floors at six high  
Schools; Aliso Niguel High School, Capistrano Valley High School, Dana Hills High School, San  
Clemente High School, San Juan Hills High School, and Tesoro High School.
  
- As described in the attached Exhibit A.
2. The term of the Contract shall begin on 6/7/2019 and end upon completion.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Executive Director of Construction, Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

## 7. This Contract includes all Contract Documents as indicated below:

- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☐ Quote/Proposal, dated 2/21/2019
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number M68A0368
- ☐ Liability Insurance Certificate
- ☐ Guarantee
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ 85,908.88
- ☐ Faithful Performance Bond \$ 85,908.88
- ☐ California State Contractor's License Number 994595
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco Use Policy
- ☐ DIR Registrations No. 1000037342
- ☐ Other \_\_\_\_\_

## 8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: \_\_\_\_\_  
SignatureBy: \_\_\_\_\_  
SignatureLynh N. Rust  
Print NameRobert Butler  
Print NameExecutive Director, Contracts & Purchasing  
TitleOwner  
Title

Board Approval Date: April 25, 2019

994595

Contractor's License No.

\_\_\_\_\_  
(Corporate Seal, if Incorporated)

February 21 , 2019

Larry Vernaza

Capistrano Unified School District

32972 Calle Perfecto

San Juan Capistrano, CA 92675



Dear: Larry Vernaza

As a long time service provider for you district we would like to provide you with the following Proposal for your gym floor services for the 2019 summer season/break.

**Our service includes the following:**

**Below is our scope of work for the Gym floor recoating services at Capistrano Valley high, San Clemente High, Tesoro High, Aliso Niguel high, Dana Hills, and San Juan hills High.**

1. The Floor will be cleared and swept removing any loose dirt and debris from each floor.
2. Our process begins by dampening floor surface with Basic Coatings "I.F.T." and scrubbing with a surface preparation pad removing 100% of surface dirt. This process also helps remove the black and white kick marks from the floor.
3. The floor will then be rinsed thoroughly with water removing any left over residue from the I.F.T. This step is not mandatory but it helps to insure there is no cross contamination between cleaners.
4. The next step is machine washing the floor with Basic Coatings "Squeaky Cleaner". The corners and edges are detailed at this time.
5. After the flooring is left the dry the first coat of Basic Coating "Tykote" is applied acting as the first coat and the bonding agent between previous years coating and the new top coat.
6. After the first coat has dried the final coat of Basic coatings "Hydrolite Plus Gloss" is applied.
7. Per our manufacturers recommendation please allow 24 hours of dry time before light foot traffic, 48 hours for moderate use, and 72 hours to use as normal. NOTE: it takes 10 days for full cure. Please avoid covering the floor and if there is any cleanup please use water during this time.

**Flooring Solutions**



The following is the price for each Coating Service per site:

**Capistrano Valley High:**

Main Gym square footage: 12,338 Coating Services \$9,376.88

Auxiliary Gym square footage: 7,342 Coating Services \$5,579.92

**San Clemente High School:**

Main Gym square footage: 13,000 Coating Service \$9,880

Auxiliary Gym square footage: 8,703 Coating Service \$6,614.28

**Tesoro High School:**

Main Gym square footage: 12,884 Coating Service 9,791.84

Auxiliary Gym square footage: 6,615 Coating Service \$5,027.40

**Aliso Niguel High School:**

Main Gym square footage: 17,914 Coating Service \$13,614.64

Auxiliary Gym square footage: 4,086 Coating Service \$3,105.36

**Dana Hills High School:**

Main Gym Square footage: 10,688 Coating Service \$8,122.88

**San Juan Hills High School:**

Main Gym square footage: 12,957-Coating Service \$9,847.32

Auxiliary Gym square footage: 6,511-Coating Service \$4,948.36

Total Price: 85,908.88

Flooring Solutions





Upon review, if you have any questions, please contact Robert Butler at cell(951)442-7223. If you wish to proceed and secure a scheduling date, please sign and date below. Return to R&S via email as soon as you can so we can schedule a start date for each site listed. R&S Flooring Solutions offers a one year warranty on all work performed and all products installed. This only applies to manufacture defects, and application error. This does not include any normal wear, and/or abuse.

Please sign and date the following that you fully understand, and agree with all of the stated above.

Print: Larry Veraezg

Sign: [Signature] Date: 2-25-19

Sincerely,  
Robert Butler  
Owner/President  
R&S Flooring Solutions  
Cell# 951-442-7223  
Office# 951-307-3751  
rbutler@randsflooringsolutions.com  
34474 Wheelbarrow Ln  
Wildomar, CA 92595  
CSLB License # 994595

# Flooring Solutions



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of April 26, 2019 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

### **THERAPY TRAVELERS, LLC**

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$20,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **March 1, 2019 to June 30, 2019**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[ X ] General Conditions      [ ] Special Conditions      [X] Required Documents and Certifications      [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### **Capistrano Unified School District**

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : April 25, 2019

### **Contractor**

Signature: \_\_\_\_\_  
 Name: Cassandra Larson  
 Title: Client Experience & Operations Manager  
 Address: PO Box 28870  
Anaheim, CA 92809-9998  
 Email Address: clarson@therapytravelers.com

## EXHIBIT A



### Capistrano Unified School District - Rate Sheet for 2018/2019

*TherapyTravelers specializes in providing highly qualified therapists to school districts across the country. We are a Southern California based business and enjoy working with districts within our local area.*

We focus on staffing the following positions: Speech Language Pathologist, Speech Language Pathologist Assistant, Speech Language Pathologist – CFY, Occupational Therapist, Occupational Therapist Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist, Behavior Interventionist, BCBA and School Nurses.

SLP	\$85-\$110
SLP - CFY	\$75-\$85
SLPA	\$65-\$75
School Psychologist	\$90-\$105
OT	\$85-95
COTA	\$75-85
PT	\$85-\$105
PTA	\$75-85

Our rates vary depending upon the scope of the contract, location, duration and available therapists. We can discuss them on a case by case basis.

Regards,

**Maria Lankenau**

*Vice President*

O: 888-223-8002 ext 813 F:

714-464-4461

[www.therapytravelers.com](http://www.therapytravelers.com)



## MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2018 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

### DIAMOND RANCH ACADEMY, INCORPORATED

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Terms and Conditions. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract and is fully incorporated in its entirety.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2018 through June 30, 2019.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications  
☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

#### "DISTRICT"

By: Capistrano Unified School District  
Name: Lynh N. Rust  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date : April 25, 2019

#### "CONTRACTOR"

By: Diamond Ranch Academy, Inc.  
Name: Dane Burton  
Title: Director of Finance  
Email: Dane.burton@dra.school

# EXHIBIT A: RATES

## CONTRACTOR

Diamond Ranch Academy

## CONTRACTOR NUMBER

77-76422-0133843

2018-2019

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

### A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Rate	Period
\$132.44	Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

### B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	\$199.80	Day
(13)	Residential Mental Health Services	\$158.40	Day
	Other _____	_____	_____
(14)		_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.\*\*By credentialed Special Education Teacher.



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **April 26, 2019** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### COLLEGE ESSAY GUY, LLC

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$450.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **April 1, 2019 through June 30, 2019** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

[ X ] General Conditions      [ ] Special Conditions      [X] Required Documents and Certification [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : April 25, 2019

### Contractor

Signature: \_\_\_\_\_  
 Name: Alex Bryson  
 Title: Online Operations Director  
 Address: PO Box 250876  
Glendale, CA 91225  
 Email Address: Alex@collegeessayguy.com

EXHIBIT A

**FEE SCHEDULE**

**Name of Company or Individual:** Ethan Sawyer, The College Essay Guy

**Name of Contact:** Ethan Sawyer

**Address:** PO Box 250876 Glendale, CA 91225

**Phone No.** (850) 459-4025

**Fax No.** none

**Email Address:** ethan@collegeessayguy.com

**Description of Services**

- **College Essay Workshops**

Designed to help students brainstorm, choose a topic, structure the essay, and more.

Help your students discover:

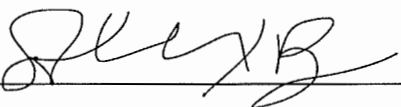
- What is my deepest story?
- How do I outline and structure it?
- How do I bring it to life with details and color?
- How can I make my story, like, deep?
- What do I do if I feel like I don't have a story?

- Workshops can be tailored to various lengths:

- 1 hour
- 2 hours
- Half Day

**Rate of Pay & Expenses**

- **College Essay Workshops** - \$150
- **UC Personal Insight Workshops** - \$150

Signature  Date 02/26/19

Typed or Printed Name Alex Bryson



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **April 26, 2019** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### HAYA SAKADJIAN

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$3,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **March 1, 2019 through June 30, 2019** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

[ X ] General Conditions      [ ] Special Conditions      [X] Required Documents and Certification [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : April 25, 2019

### Contractor

Signature: \_\_\_\_\_  
 Name: Haya Sakadjian  
 Title: Owner  
 Address: 29942 Maltaso Pl.  
Laguna Niguel, CA 92677  
 Email Address: hayasakadjian@gmail.com



**FEE SCHEDULE**

Barton Reading & LiPS Tutoring  
Haya Sakadjian, Tutor  
29942 Maltaso Place  
Laguna Niguel, CA 92677  
(949) 291-4690  
[hayasakadjian@gmail.com](mailto:hayasakadjian@gmail.com)

**Title 1 Students**

**Description of Services**

Tutoring in English Language Arts: Tutor provides The Barton Reading & Spelling System and The Lindamood Phoneme Sequencing (LiPS) for students who are struggling readers and who are reading below grade level. (see attached packet)

**Dates of Service**

March 12, 2019 through June 6, 2019  
2-4 sessions per week  
Length of session = 1 hour

**Rate of Pay & Expenses**

Hourly rate = \$62.50  
Charged per session (1 hour)

Signature Haya Sakadjian Date 3/6/19

Typed or Printed Name Haya Sakadjian



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of April 26, 2019 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

### BERGMAN DACEY GOLDSMITH, A PROFESSIONAL LAW CORPORATION

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$50,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **March 1, 2019 to June 30, 2020**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[ X ] General Conditions      [ ] Special Conditions      [ X ] Required Documents and Certifications      [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : April 25, 2019

### Contractor

Signature: \_\_\_\_\_  
 Name: Gregory Bergman  
 Title: President  
 Address: 10880 Wilshire Blvd. #900  
Los Angeles, Ca. 90024  
 Email Address: gbergman@bdgfirm.com

EXHIBIT A



**FEE SCHEDULE**  
**PERIOD July 1, 2018 to June 30, 2019**

**COMPANY NAME:** Bergman Dacey Goldsmith, A Professional Law Corporation

Gregory Bergman

**REP NAME:** \_\_\_\_\_

**E-MAIL ADDRESS:** gbergman@bdgfirm.com

**California State Contractor's License Number** \_\_\_\_\_

For all Public Works Projects (Pursuant to Labor Code 1725.5 & 1771.1) Contractor DIR Registration  
**DIR Registrations No.** \_\_\_\_\_

**SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:**

To provide legal services.

**HOURLY RATE:**

Description or Classification	Dollar (\$) Amount
SHAREHOLDERS/OF COUNSEL ATTORNEYS	\$275.00/ hour
ASSOCIATE ATTORNEYS	\$235.00/hour
PARALEGALS	\$115.00/hour

**PARTS PERCENTAGE MARK-UP:**

\_\_\_\_\_  
\_\_\_\_\_

**ANY ADDITIONAL CHARGES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of April 26, 2019 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

### NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$30,352.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **March 1, 2019 to December 31, 2019**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[ X ] General Conditions      [ ] Special Conditions      [ X ] Required Documents and Certifications      [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : April 25, 2019

### Contractor

Signature: \_\_\_\_\_  
 Name: Alfred Rodriguez  
 Title: Principal/CS  
 Address: 475 Goddard St., Suite 220  
Irvine, Ca. 92618  
 Email Address: arodriguez@ninyoandmoore.com



March 7, 2019  
Proposal No. 04-02265

Mr. Ryan Carter  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675

Subject: Proposal for Geotechnical, Materials Testing and Specialty Inspection Services  
San Clemente High School Solar Photovoltaic System Project  
700 Avenida Pico  
San Clemente, California

Dear Mr. Carter:

Ninyo & Moore is pleased to submit this proposal for geotechnical, materials testing and specialty inspection services during the construction of the San Clemente High School Solar Photovoltaic System project located at 700 Avenida Pico in San Clemente, California. We have prepared this proposal based on our review of the project plans and our experience on similar projects. We understand that the project will generally consist of constructing new solar canopies in the existing parking lots of the school. The new canopies will structurally consist of cast-in-drilled-hole reinforced concrete foundations and structural steel framing. The associated site improvements include the construction of at-grade concrete pads to support electrical equipment and underground transmission lines. For contractual purposes, we request a one-year term for our services.

## SCOPE OF SERVICES

Our services will be performed in general accordance with the California Code of Regulations Title 24. Based on our understanding of the proposed construction and our experience with similar projects, we propose to provide the following scope of services:

- Project coordination, technical support, and management, including review of the project plans and specifications, distribution of test reports, and work scheduling.
- Regular distribution of tests and Division of the State Architect (DSA) interim and final verified reports in accordance with new DSA guidelines, 2013 California Administrative Code and DSA Construction Oversight Process (PR 13-01) requirements. Test data sheets and reports will be uploaded to the DSA box.
- Attendance at pre-construction meetings and as-needed field meetings.

- Field soil technician services for observation, sampling and density testing during the earthwork operations, as well as observation and documentation during the foundation excavation operations.
- Field technician services for sampling and testing of concrete, including checking slump, temperature, and casting a set of cylinders for each batch.
- Field technician services for concrete batch plant inspection at the production plant including check batch weights and signing each delivery ticket.
- Field technician services for sampling, tagging, and testing of construction materials, such as reinforcing steel, and high strength bolts and washers.
- Welding and bolting inspection services in the field and at the fabrication plant in accordance with the project specifications.
- Non-destructive examination of welds in accordance with the project specifications.
- Post-installed anchor installation inspection services in the field.
- Load and/or torque testing of epoxy and expansion anchors.
- Preparation of progress reports, concrete test data sheets, and field memoranda to document the items inspected.
- Laboratory testing, including proctor density, bend and tensile testing on rebar, conformance testing of high strength bolts and compressive strength testing of concrete sampled in the field.
- Preparation and submittal of the Geotechnical Verified Report (DSA-293) and the Laboratory Final Verified Reports (DSA-291).

## ASSUMPTIONS

Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services:

- Our services will be scheduled and coordinated by the project inspector or construction manager on an as-needed basis.
- Our services are subject to prevailing wage requirements.
- Our estimated fee does not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. Hours spent that exceed those in the attached table will be billed on a time-and-materials basis.

## ESTIMATED FEE

We propose to provide services on a time-and-materials basis in accordance with the attached Schedule of Fees and Schedule of Fees for Laboratory Testing. Our estimated fee for the scope of services described herein is presented in the attached Table 1.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,  
**NINYO & MOORE**



Rajindra S. Handapangoda, PE, GE  
Senior Engineer



Alfred "Tino" Rodriguez  
Principal, Construction Services

RAH/AR/mlc

Attachments: Table 1 – Breakdown of Estimated Fee  
Schedule of Fees

Distribution: (1) Addressee (via e-mail)  
(1) Ms. Amy Strange (via e-mail)

**Table 1 - Breakdown of Estimated Fee****Field Services****Field Technician/Inspector**

Earthwork and Foundations	40 hours @ \$ 92.00 /hour	\$ 3,680.00
Concrete Sampling and Testing	20 hours @ \$ 98.00 /hour	\$ 1,960.00
Concrete Batch Plant Inspection	20 hours @ \$ 98.00 /hour	\$ 1,960.00
Tag and Sample of Reinforcing Steel	8 hours @ \$ 98.00 /hour	\$ 784.00
Welding and Bolting Inspector (Field and Shop)	60 hours @ \$ 98.00 /hour	\$ 5,880.00
Non-Destructive Examination (Welds)	8 hours @ \$ 108.00 /hour	\$ 864.00
Post-Installed Anchor Installation Inspection	8 hours @ \$ 190.00 /hour	\$ 1,520.00
Anchor Bolt Load Testing	12 hours @ \$ 190.00 /hour	\$ 2,280.00
Sample Pickup	8 hours @ \$ 92.00 /hour	\$ 736.00
Field Vehicle and Equipment Usage	184 hours @ \$ 12.00 /hour	\$ 2,208.00
<b>Subtotal</b>		<b>\$ 21,872.00</b>

**Laboratory Analyses**

Proctor Density	4 tests @ \$ 220.00 /test	\$ 880.00
Concrete Compressive Strength	20 tests @ \$ 35.00 /test	\$ 700.00
Reinforcing Steel (Bend and Tensile)	10 tests @ \$ 75.00 /test	\$ 750.00
High Strength Bolts (sets)	8 sets @ \$ 150.00 /set	\$ 1,200.00
<b>Subtotal</b>		<b>\$ 3,530.00</b>

**Project Coordination and Management**

Senior Project Engineer/Geologist/Environmental Scientist	16 hours @ \$ 163.00 /hour	\$ 2,608.00
<b>Subtotal</b>		<b>\$ 2,608.00</b>

**Report Preparation for the DSA-291**

Principal Engineer/Geologist/Environmental Scientist	4 hours @ \$ 178.00 /hour	\$ 712.00
Senior Project Engineer/Geologist/Environmental Scientist	10 hours @ \$ 163.00 /hour	\$ 1,630.00
<b>Subtotal</b>		<b>\$ 2,342.00</b>

**TOTAL ESTIMATED FEE****\$ 30,352.00**



## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 178
Senior Engineer/Geologist/Environmental Scientist .....	\$ 168
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 163
Project Engineer/Geologist/Environmental Scientist .....	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 142
Staff Engineer/Geologist/Environmental Scientist .....	\$ 126
GIS Analyst .....	\$ 116
Technical Illustrator/CAD Operator .....	\$ 92

#### Field Staff

Certified Asbestos/Lead Technician .....	\$ 163
Field Operations Manager .....	\$ 112
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 108
Supervisory Technician .....	\$ 98
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 98
Senior Technician .....	\$ 97
Technician .....	\$ 92

#### Administrative Staff

Information Specialist .....	\$ 78
Geotechnical/Environmental/Laboratory Assistant .....	\$ 76
Data Processor .....	\$ 73

#### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 12/hr
Expert Witness Testimony .....	\$ 450/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

#### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunit/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **April 26, 2019** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### THE LAGUNA PLAYHOUSE

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$350.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **April 1, 2019 through June 30, 2019** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

[ X ] General Conditions      [ ] Special Conditions      [ X ] Required Documents and Certification [ X ] Purchase Order(s)

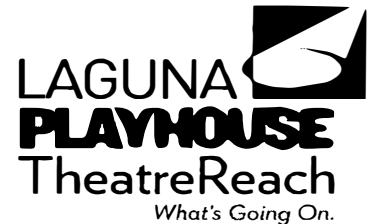
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : April 25, 2019

### Contractor

Signature: \_\_\_\_\_  
 Name: Donna Inglima  
 Title: Director  
 Address: PO Box 1747  
Laguna Beach, CA 92652  
 Email Address: donna@lagunaplayhouse.com



## Upon Receipt

### Send Independent Contractor Agreement

Laguna Playhouse / TheatreReach  
PO Box 1747, Laguna Beach, CA 92652

**Estella Vega**  
**RH Dana**  
**24242 La Cresta**  
**Dana Point, CA 92629**

<b>INVOICE # : IBD-19-38</b>	
<b>Date</b>	<b>: 2/25/2019</b>

**Production: ISLAND of the BLUE DOLPHINS**

**School: RH Dana**

**School Tel#: 949-496-5784**

**Principal: Kristen Nelson**

**Contact/Booker: Estella Vega**

**Booker Tel#: 949-496-5784**

**Performance Date:** Wednesday 4/17/2019 **Performance Time:** 12:30 PM

**Arrival & Set Up Time:** 11:30 AM

**# Of Classes:** 3

**#of Students:** 80

**Grade(s):** 4th -5th

**Workshop Date:** NA **Workshop Time:** NA

## Amount Due: \$350

- Fee Due Upon Receipt Or Send Independent Contractor Agreement
- Payment due on or before the day of Performance.

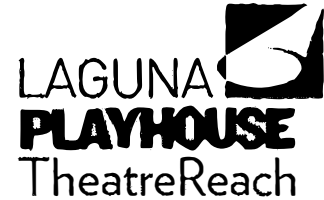
Identify school and invoice # on check and make payment to:

**Laguna Playhouse / TheatreReach**  
PO Box 1747  
Laguna Beach, CA 92652

Contact: Bethanie Knieser, Education office  
(949) 497-2787 x 230 [bknieser@lagunaplayhouse.com](mailto:bknieser@lagunaplayhouse.com)  
**Laguna Playhouse Federal ID# 95 1509 841**

# ISLAND OF THE BLUE DOLPHINS

## Important Production Information



### We require:

- **An arrival 45-60 minutes prior to the performance to set up.**
- **Access** to the performance space for our van (the closest door). Our show travels with a van and hitched trailer that necessitates a large parking space near the loading area. Please have such a space available for us when we arrive.
- **A representative from the school to be available** during our load-in and load-out to facilitate smooth entry and exit from the school. (No lifting is required of the school representative.)
- **An INDOOR, CLEAN, well- lit CLEAN FLOOR area or STAGE (20' by 20').**
- **Students SEATED (Floor seating preferred)** before the performance start time.
- **Cold Bottled Water for the cast and stage manager – Total 6.**  
(ACTORS' UNION REQUIREMENT- thank you.)
- **NO PHOTOGRAPHS OR VIDEO TAPING OF PERFORMANCE OCCUR.**  
Special class photos may be taken after the performance.
- **ANY Security that is considered necessary** for the safety of the cast, crew, and property of The Laguna Playhouse.
- **Specific travel directions or cast parking**, if needed.
- **Please have the balance of our fee ready for pick-up on the day of the performance**, unless other arrangements have been made.
- **Confirmation.** A Phone Call will be made to you the week prior.
- **TWO STUDENTS to play the small roles. Please, have a teacher choose**
- **ONE BOY and ONE GIRL and have them go to the performance space 20 min. prior to performance.**
- **If your school has booked a Workshop**, a teacher or school official must attend the workshop with the students.

**Thank you for booking our show for the spring of 2019.**

**If you have questions, please call Bethanie Knieser. 949-497-2787 x 230**

SECOND AMENDMENT TO MCA NO. 1819071

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PORT VIEW PREPARATORY,  
INCORPORATED

This Second Amendment to MCA No. 1819071 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Port View Preparatory, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on July 25, 2018, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2018 through June 30, 2019 under which Consultant would provide services described therein.

WHEREAS, on October 10, 2018, District's Board of Trustees approved the First Amendment to MCA No. 1819071 with Consultant. A copy of said Agreement is attached as Exhibit 1 to this Second Amendment to Agreement; and

WHEREAS, District desires to amend MCA No. 1819071 to reflect a revised rate sheet, Exhibit A-2 superseding Exhibit A-1;

NOW, THEREFORE, said Agreement is amended as follows:

1. Exhibit A-2 shall supersede Exhibit A-1.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

**Capistrano Unified School District**

**Vendor**

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

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

Lynh N. Rust  
Print Name

Edward Miguel  
Print Name

Executive Director, Contracts & Purchasing  
Title

President  
Title

Board Approval Date: April 25, 2019

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

# EXHIBIT A-2: RATE

## CONTRACTOR

Port View Preparatory, Inc.

## CONTRACTOR NUMBER

30-66647-0129429

## 2018-2019

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
\$185.00	Day
_____	_____

### A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

### B. Related Services

(1)	a. Transportation – Round Trip	\$90.00	Day
	b. Transportation – Bus Aide	\$35.00-45.00	Hour
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	\$150.00	Hour
	c. Counseling – Parent – Individual & Consult	\$100.00	Hour
	Parent – Group	\$45.00	Hour
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$120.00	Hour
	b. Language and Speech Therapy – Group/SLPA	\$80.00	Hour
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Assessment	\$120.00	Hour
	e. Language and Speech – Consultation Rate	\$120.00	Hour
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$35.00-45.00	Hour
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual (31-60 minutes)	\$100.00	Session
	b. Occupational Therapy – Group (1-30 minutes)	\$85.00	Session
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	\$135.00	Hour
(8)	a. Physical Therapy Group	\$85.00	Hour
	b. Physical Therapy Assessment	\$135.00	Hour
	c. Physical Therapy Individual	\$100.00	Hour
(9)	Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(11)	a. Assistive Technology Services Individual & Consult	\$110.00	Hour
	b. Assistive Technology Services Group	\$80.00	Hour

FIRST AMENDMENT TO MCA NO. 1819071

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PORT VIEW PREPARATORY,  
INCORPORATED

This First Amendment to MCA No. 1819071 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Port View Preparatory, Incorporated (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on July 25, 2018, District's Board of Trustees approved an Agreement with Contractor for the term from July 1, 2018 through June 30, 2019 under which Contractor would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend MCA No. 1819071 to reflect a revised rate sheet, Exhibit A-1 superseding Exhibit A;

NOW, THEREFORE, said Agreement is amended as follows:

1. Exhibit A-1 shall supersede Exhibit A.
2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

**Capistrano Unified School District**

**Vendor**

By: 

Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing  
Title

Board Approval Date: October 10, 2018

By: 

Signature

Edward Miguel

Print Name

President

Title

Date: 9-14-18



# EXHIBIT A-1: RATE

## CONTRACTOR

Port View Preparatory, Inc.

## CONTRACTOR NUMBER

30-66647-0129429

## 2018-2019

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
\$185.00	Day
_____	_____

### A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

### B. Related Services

(1)	a. Transportation – Round Trip	\$90.00	Day
	b. Transportation – Bus Aide	\$35.00-45.00	Hour
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	\$150.00	Hour
	c. Counseling – Parent – Individual & Consult	\$100.00	Hour
	Parent – Group	\$45.00	Hour
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$120.00	Hour
	b. Language and Speech Therapy – Group/SLPA	\$80.00	Hour
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	\$120.00	Hour
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$35.00-45.00	Hour
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual (31-60 minutes)	\$100.00	Session
	b. Occupational Therapy – Group (1-30 minutes)	\$85.00	Session
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	\$135.00	Hour
(8)	a. Physical Therapy Group	\$85.00	Hour
	b. Physical Therapy Assessment	\$135.00	Hour
	c. Physical Therapy Individual	\$100.00	Hour
(9)	Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(11)	a. Assistive Technology Services Individual & Consult	\$110.00	Hour
	b. Assistive Technology Services Group	\$80.00	Hour



## MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2018 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

### PORT VIEW PREPARATORY, INC.

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LFA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Terms and Conditions. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract and is fully incorporated in its entirety.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2018 through June 30, 2019.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications  
☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

#### **"DISTRICT"**

By: Capistrano Unified School District  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : July 25, 2018

#### **"CONTRACTOR"**

By: Port View Preparatory, Inc.  
 Name: Edward Miguel  
 Title: President  
 Email: emiguel@portviewpreparatory.com

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

**2018-2019**

**MASTER CONTRACT**  
**GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES**

**District**     CAPISTRANO UNIFIED SCHOOL DISTRICT

Contract Year   2018-2019

           Nonpublic School (NPS)  
  X   Nonpublic Agency (NPA)

**Type of Contract:**

  X   Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

           Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR.

           Expiration Date:                                   

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

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2018-2019

**CONTRACT NUMBER:**  
**1819071**

**LEA:** Capistrano Unified School District

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1<sup>st</sup> day of July, 2018, between the Capistrano Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Port View Preparatory, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2019. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2019.



## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1)

or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions

of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC  
\$3,000,000 sexual abuse or molestation per occurrence for NPS  
\$3,000,000 sexual abuse or molestation per occurrence for NPA

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$10,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the

LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in

order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "TTP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.



## 22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

## **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26.DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

## **27.LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

## **28.STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

## **29.DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides

who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP,

and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students

with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each



profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42.LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

#### **43.STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA

student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services

hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned

class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

#### **49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

### **HEALTH AND SAFETY MANDATES**

#### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

## **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

## **53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

## **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

## **55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

## **56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

### **FINANCIAL**

## **57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

#### **58. RIGHT TO WITHHOLD PAYMENT**

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

## **60. PAYMENT FOR ABSENCES**

### *NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for



services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

#### *NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

#### *NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless

otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provide herein.

CONTRACTOR,  
Port View Preparatory, Inc.

LEA,  
Capistrano Unified School District

Nonpublic School/Agency

By: Edward S. Miguel 07/25/18  
Signature Date  
Edward S. Miguel, Admin - Director  
Name and Title of Authorized  
Representative

By: Ruth N. Rust July 25, 2018  
Signature Board Approval Date  
Lynh N. Rust  
Executive Director, Contracts & Purchasing  
Name and Title of Authorized  
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

Edward S. Miguel  
Name Lisa Odendaal  
Portview Preparatory, Inc.  
Nonpublic School/Agency/Related Provider

23705 Via del Rio  
Address  
Vista Linda CA 92887  
City State Zip  
714 462 6394 (same)  
Phone Fax  
lodendaal@miguel @ portviewpreparatory.com  
Email

# EXHIBIT A: RATE

## CONTRACTOR

Port View Preparatory, Inc.

## CONTRACTOR NUMBER

30-66647-0129429

## 2018-2019

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

If blank, the number shall be as determined by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

### A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Rate	Period
\$185.00	Day
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

### B. Related Services

(1)	a. Transportation – Round Trip	\$90.00	Day
	b. Transportation – Bus Aide	\$35.00-45.00	Hour
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent – Individual & Consult	\$100.00	Hour
	Parent – Group	\$45.00	Hour
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$120.00	Hour
	b. Language and Speech Therapy – Group/SLPA	\$80.00	Hour
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	\$120.00	Hour
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$35.00-45.00	Hour
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual (31-60 minutes)	\$100.00	Session
	b. Occupational Therapy – Group (1-30 minutes)	\$85.00	Session
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	\$135.00	Hour
(8)	a. Physical Therapy Group	\$85.00	Hour
	b. Physical Therapy Assessment	\$135.00	Hour
	c. Physical Therapy Individual	\$100.00	Hour
(9)	Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(11)	a. Assistive Technology Services Individual & Consult	\$110.00	Hour
	b. Assistive Technology Services Group	\$80.00	Hour

**EXHIBIT B**

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>				<b>Nonpublic School/Agency</b>			
<b>Address</b>				<b>Address</b>			
<b>City, State Zip</b>				<b>City, State, Zip</b>			
<b>LEA Case Manager</b>				<b>Phone</b>		<b>Fax</b>	
				<b>E-Mail</b>			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>			
				<b>Phone</b>		<b>Fax</b>	
<b>D.O.B.</b>		<b>I.D. #</b>		<b>E-Mail</b>			
<b>Grade</b>		<b>Level</b>		<b>Sex</b>	<b>( ) M ( ) F</b>		
<b>Parent/Guardian Last Name</b>				<b>Parent/Guardian First Name</b>			
<b>Address</b>				<b>Education Schedule – Regular School Year</b>			
<b>City, State, Zip</b>				<b>Number of Days</b>			
				<b>Number of Weeks</b>			
<b>Home Phone</b>				<b>Business</b>			
				<b>Contract Begins</b>			
				<b>Ends</b>			
				<b>Master Contract Approved by the Governing Board on</b>			

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

<u>SERVICES</u>	<u>PROVIDER</u>				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<u>OTHER</u> Specify			<u>Reg School Year</u>	<u>ESY</u>	
<b>A. BASIC EDUCATION</b>									
<b>B. RELATED SERVICES</b>									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<u>OTHER</u> Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
TOTAL COST						\$			

ESTIMATED MAXIMUM RELATED SERVICES COST \$ \_\_\_\_\_

SPECIALIZED EQUIPMENT/SUPPLIES \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ \_\_\_\_\_**

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify \_\_\_\_\_)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

\_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

## EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 53, notices to LEA shall be delivered to:

Gregory Merwin

Associate Superintendent, Student Support Services

Capistrano Unified School District

33122 Valle Road, San Juan Capistrano CA 92675

949-234-9275

[gimerwin@capousd.org](mailto:gimerwin@capousd.org)

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Insurance:

Lynh N. Rust

Executive Director, Contracts & Purchasing

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

949-234-9441

[lnrust@capousd.org](mailto:lnrust@capousd.org)

Payments:

Dana Ramirez

Manager, Accounting

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

949-234-9313

[daramirez@capousd.org](mailto:daramirez@capousd.org)



FIRST AMENDMENT TO MCA NO. 1819049

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND OLIVE CREST ACADEMY

This First Amendment to MCA No. 1819049 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Olive Crest Academy (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on July 25, 2018, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2018 through June 30, 2019 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend MCA No. 1819049 to reflect a revised rate sheet, Exhibit A-1 superseding Exhibit A;

NOW, THEREFORE, said Agreement is amended as follows:

1. Exhibit A-1 shall supersede Exhibit A.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

**Capistrano Unified School District**

**Vendor**

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

Lynh N. Rust  
Print Name

Executive Director, Contracts & Purchasing  
Title

Board Approval Date: April 25, 2019

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

Donald Verleur  
Print Name

Chief Executive Officer  
Title

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

# EXHIBIT A-1: RATES

## CONTRACTOR

Olive Crest dba Olive Crest Academy

## CONTRACTOR NUMBER

30-66621-7102927

## 2018-2019

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

If blank, the number shall be as determined by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

### A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Rate	Period
\$184.75	Day
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

### B. Related Services

(1)	a. Transportation – zone 1 (0-20 miles daily)	\$45.55	Day
	b. Transportation – zone 2 (21-45 miles daily)	\$56.08	Day
	c. Transportation – zone 3 (46 + miles daily)	\$66.68	Day
	d. Transportation – bus aide	\$63.82	Day
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	\$109.44	Hour
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$111.42	Hour
	b. Language and Speech Therapy – Group	\$111.42	Hour
	c. Language and Speech Therapy – Consult	\$111.42	Hour
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$122.32	Day
	b. Additional Instructional Assistant – Group	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Support (outside of school hours)	\$109.44	Hour
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Translation Services	\$75.00	Per IEP
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____
	Other _____	_____	_____
(14)	_____	_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



## MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of July 1, 2018 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**")

### OLIVE CREST ACADEMY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Terms and Conditions. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract and is fully incorporated in its entirety.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2018 through June 30, 2019.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications  
☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

#### "DISTRICT"

By: Capistrano Unified School District  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : July 25, 2018

#### "CONTRACTOR"

By: Olive Crest Academy  
 Name: Nina Frankman  
 Title: Director of Special Education  
 Email: Nina-Frankman@olivecrest.org

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

**2018-2019**

**MASTER CONTRACT**  
**GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES**

**District**     CAPISTRANO UNIFIED SCHOOL DISTRICT

Contract Year   2018-2019

  X     Nonpublic School (NPS)  
        Nonpublic Agency (NPA)

**Type of Contract:**

  X     Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

        Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR.

        Expiration Date: \_\_\_\_\_

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

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2018-2019

**CONTRACT NUMBER:**  
**1819049**

**LEA: Capistrano Unified School District**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1<sup>st</sup> day of July, 2018, between the Capistrano Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Olive Crest Academy (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).



If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2019. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2019.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1)

or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions

of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC  
\$3,000,000 sexual abuse or molestation per occurrence for NPS  
\$3,000,000 sexual abuse or molestation per occurrence for NPA

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$10,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the

LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in



order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "TTP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

## 22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

## **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26.DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

## **27.LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

## **28.STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

## **29.DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides

who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP,

and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students

with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.



**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each

profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42.LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

#### **43.STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA

student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services

hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned

class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

#### **49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

### **HEALTH AND SAFETY MANDATES**

#### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

## **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

## **53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

## **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

## **55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

## **56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

## **FINANCIAL**

### **57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

#### **58. RIGHT TO WITHHOLD PAYMENT**

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.



If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

## **60. PAYMENT FOR ABSENCES**

### *NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for

services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

#### *NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

#### *NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless

otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provide herein.

CONTRACTOR,  
Olive Crest Academy

Nonpublic School/Agency

By:

Nina F. Frankman 7/10/18  
Signature Date  
Nina F. Frankman, Director of Sp.Ed.  
Name and Title of Authorized  
Representative

LEA,  
Capistrano Unified School District

By:

Lynh N. Rust July 25, 2018  
Signature Board Approval Date  
Lynh N. Rust  
Executive Director, Contracts & Purchasing  
Name and Title of Authorized  
Representative

Notices to CONTRACTOR shall be addressed to:

Nina F. Frankman, Director of Sp.Ed.  
Name  
Olive Crest Academy  
Nonpublic School/Agency/Related Service Provider

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

2190 N. Canal St  
Address  
Orange CA 92865  
City State Zip  
714-998-6571 714-998-6573  
Phone Fax  
Xchilt-Hernandez @ olivecrest.org  
Email

**EXHIBIT A: RATES****CONTRACTOR****Olive Crest dba Olive Crest Academy****CONTRACTOR NUMBER****30-66621-7102927****2018-2019****(CONTRACT YEAR)****Per CDE Certification, total enrollment may not exceed \_\_\_\_\_****If blank, the number shall be as determined by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

**A. Basic Education Program/Special Education Instruction**

Basic Education Program/Dual Enrollment

Rate	Period
\$184.75	Day
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

**B. Related Services**

(1)	a. Transportation – zone 1 (0-20 miles daily)	\$45.55	Day
	b. Transportation – zone 2 (21-45 miles daily)	\$56.08	Day
	c. Transportation – zone 3 (46 + miles daily)	\$66.68	Day
	d. Transportation – bus aide	\$63.82	Day
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	\$109.44	Hour
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$111.42	Hour
	b. Language and Speech Therapy – Group	\$111.42	Hour
	c. Language and Speech Therapy – Consult	\$111.42	Hour
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$122.32	Day
	b. Additional Instructional Assistant – Group	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Support (outside of school hours)	\$109.44	Hour
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____
	Other _____	_____	_____
(14)		_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.

## EXHIBIT B

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>				<b>Nonpublic School/Agency</b>			
<b>Address</b>				<b>Address</b>			
<b>City, State Zip</b>				<b>City, State, Zip</b>			
<b>LEA Case Manager</b>				<b>Phone</b>		<b>Fax</b>	
				<b>E-Mail</b>			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>			
				<b>Phone</b>		<b>Fax</b>	
<b>D.O.B.</b>		<b>I.D. #</b>		<b>E-Mail</b>			
<b>Grade</b>		<b>Level</b>		<b>Sex</b>	<b>( ) M ( ) F</b>		
<b>Parent/Guardian Last Name</b>				<b>Parent/Guardian First Name</b>			
<b>Address</b>				<b>Education Schedule – Regular School Year</b>			
<b>City, State, Zip</b>				<b>Number of Days</b>			
				<b>Number of Weeks</b>			
<b>Home Phone</b>				<b>Business</b>			
				<b>Education Schedule – Extended School Year</b>			
				<b>Number of Days</b>			
				<b>Number of Weeks</b>			
				<b>Contract Begins</b>			
				<b>Ends</b>			
				<b>Master Contract Approved by the Governing Board on</b>			

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

<b>SERVICES</b>	<b>PROVIDER</b>				<b>Cost and Duration of Session</b>	<b>Number of Sessions per wk/mo/yr</b>	<b>Maximum Number of Sessions</b>		<b>Estimated Maximum Total Cost for Contracted Period</b>
	<b>LEA</b>	<b>NPS</b>	<b>NPA</b>	<b>OTHER</b> Specify			<b>Reg School Year</b>	<b>ESY</b>	
<b>A. BASIC EDUCATION</b>									
<b>B. RELATED SERVICES</b>									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<u>OTHER</u> Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			\$

ESTIMATED MAXIMUM RELATED SERVICES COST \$ \_\_\_\_\_

SPECIALIZED EQUIPMENT/SUPPLIES \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ \_\_\_\_\_**

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify \_\_\_\_\_)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

\_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)



## EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 53, notices to LEA shall be delivered to:

Gregory Merwin

Associate Superintendent, Student Support Services

Capistrano Unified School District

33122 Valle Road, San Juan Capistrano CA 92675

949-234-9275

[gimerwin@capousd.org](mailto:gimerwin@capousd.org)

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Insurance:

Lynh N. Rust

Executive Director, Contracts & Purchasing

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

949-234-9441

[lnrust@capousd.org](mailto:lnrust@capousd.org)

Payments:

Dana Ramirez

Manager, Accounting

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

949-234-9313

[daramirez@capousd.org](mailto:daramirez@capousd.org)

FIRST AMENDMENT TO MCA NO. 1819202

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND DISCOVERY RANCH,  
INCORPORATED

This First Amendment to MCA No. 1819202 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Discovery Ranch, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on February 27, 2019, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2018 through June 30, 2019 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend MCA No. 1819202 to reflect a revised rate sheet, Exhibit A-1 superseding Exhibit A;

NOW, THEREFORE, said Agreement is amended as follows:

1. Exhibit A-1 shall supersede Exhibit A.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

**Capistrano Unified School District**

**Vendor**

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

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

Lynh N. Rust  
Print Name

Rachael Spaulding  
Print Name

Executive Director, Contracts & Purchasing  
Title

Account Manager  
Title

Board Approval Date: April 25, 2019

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

# EXHIBIT A-1: RATES

## CONTRACTOR

Discovery Ranch, Inc

## CONTRACTOR NUMBER

77-76422-0132811

## 2018-2019

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

If blank, the number shall be as determine by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

### A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Rate	Period
\$2,110.00	Month
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

### B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy –	\$135.00	Hour
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	\$9,300.00	Month
(13)	Residential Mental Health Services	\$3,340.00	Month
	Other _____	_____	_____
(14)		_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



## MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2018 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

### DISCOVERY RANCH, INCORPORATED

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Terms and Conditions. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract and is fully incorporated in its entirety.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2018 through June 30, 2019.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ Master Contract    ☐ Special Conditions    ☒ Required Documents and Certifications  
☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

#### "DISTRICT"

By: Capistrano Unified School District  
Name: Lynh N. Rust  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date : February 27, 2019

#### "CONTRACTOR"

By: Discovery Ranch, Incorporated  
Name: Rachael Spaulding  
Title: Account Manager  
Email: rachaels@ascentprograms.com

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

**2018-2019**

**District** CAPISTRANO UNIFIED SCHOOL DISTRICT

X	Nonpublic School (NPS)
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
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90	1
91	1
92	1
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98	1
99	1
100	1

**Type of Contract:**

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Expiration Date: \_\_\_\_\_

EXHIBIT #5  
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2018-2019

**CONTRACT NUMBER:**  
**1819202**

**LEA: Capistrano Unified School District**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1<sup>st</sup> day of July, 2018, between the Capistrano Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Discovery Ranch, Incorporated (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2019. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2019.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1)

or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions

of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC  
\$3,000,000 sexual abuse or molestation per occurrence for NPS  
\$3,000,000 sexual abuse or molestation per occurrence for NPA

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$10,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the

LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.



## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in

order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "TTP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

## 22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

## **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26.DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

## **27.LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

## **28.STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

## **29.DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides

who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP,

and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students



with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each

profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42.LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

#### **43.STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA

student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services

hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned

class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

#### **49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

### **HEALTH AND SAFETY MANDATES**

#### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

## **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

## **53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

## **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

## **55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

## **56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

### **FINANCIAL**

## **57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.



Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

#### **58. RIGHT TO WITHHOLD PAYMENT**

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

## **60. PAYMENT FOR ABSENCES**

### *NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for

services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

#### *NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

#### *NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless

otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provide herein.

CONTRACTOR,  
Discovery Ranch, Incorporated  
Nonpublic School/Agency

By:

R Spaulding 1/18/19  
Signature Date

Rachel Spaulding, Account Manager  
Name and Title of Authorized  
Representative

LEA,  
Capistrano Unified School District

By:

[Signature] 2/27/2019  
Signature Board Approval Date

Lynh N. Rust  
Executive Director, Contracts & Purchasing  
Name and Title of Authorized  
Representative

Notices to CONTRACTOR shall be addressed to:

Rachael Spaulding  
Name  
Discovery Ranch  
Nonpublic School/Agency/Related Service Provider

757 South Main St  
Address

Springville, Utah 84663  
City State Zip

801 491-2270 801 704 2001  
Phone Fax

rachael.s@ascentprograms.com  
Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

# EXHIBIT A: RATES

## CONTRACTOR

Discovery Ranch, Inc

## CONTRACTOR NUMBER

77-76422-0132811

## 2018-2019

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

If blank, the number shall be as determined by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_

Total LEA enrollment may not exceed \_\_\_\_\_

### A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Rate	Period
\$2,110.00	Month
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

### B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	\$9,300.00	Month
(13)	Residential Mental Health Services	\$3,340.00	Month
	Other _____	_____	_____
(14)		_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.

**EXHIBIT B**

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency(LEA)</b>				<b>Nonpublic School/Agency</b>			
<b>Address</b>				<b>Address</b>			
<b>City, State Zip</b>				<b>City, State, Zip</b>			
<b>LEA Case Manager</b>				<b>Phone</b>		<b>Fax</b>	
				<b>E-Mail</b>			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>			
				<b>Phone</b>		<b>Fax</b>	
<b>D.O.B.</b>		<b>I.D. #</b>		<b>E-Mail</b>			
<b>Grade</b>		<b>Level</b>		<b>Sex</b>	<b>( ) M ( ) F</b>		
<b>Parent/ Guardian Last Name</b>				<b>Parent/ Guardian First Name</b>			
<b>Address</b>				<b>Contract Begins</b>			
<b>City, State, Zip</b>				<b>Ends</b>			
<b>Home Phone</b>				<b>Business</b>			
				<b>Master Contract Approved by the Governing Board on</b>			

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

<u><b>SERVICES</b></u>	<u><b>PROVIDER</b></u>				<b>Cost and Duration of Session</b>	<b>Number of Sessions per wk/mo/yr</b>	<b>Maximum Number of Sessions</b>		<b>Estimated Maximum Total Cost for Contracted Period</b>
	<u><b>LEA</b></u>	<u><b>NPS</b></u>	<u><b>NPA</b></u>	<u><b>OTHER</b></u> Specify			<b>Reg School Year</b>	<b>ESY</b>	
<b>A. BASIC EDUCATION</b>									
<b>B. RELATED SERVICES</b>									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									



B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			\$

ESTIMATED MAXIMUM RELATED SERVICES COST \$ \_\_\_\_\_

SPECIALIZED EQUIPMENT/SUPPLIES \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ \_\_\_\_\_**

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify \_\_\_\_\_)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

\_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

## EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 53, notices to LEA shall be delivered to:

Gregory Merwin

Associate Superintendent, Student Support Services

Capistrano Unified School District

33122 Valle Road, San Juan Capistrano CA 92675

949-234-9275

[gimerwin@capousd.org](mailto:gimerwin@capousd.org)

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Insurance:

Lynh N. Rust

Executive Director, Contracts & Purchasing

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

949-234-9441

[lnrust@capousd.org](mailto:lnrust@capousd.org)

Payments:

Dana Ramirez

Manager, Accounting

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

949-234-9313

[daramirez@capousd.org](mailto:daramirez@capousd.org)

FIRST AMENDMENT TO PSA NO. 1819113

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND BRAIN LEARNING  
PSYCHOLOGICAL CORPORATION

This First Amendment to PSA No. 1819113 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Brain Learning Psychological Corporation (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on September 12, 2018, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2018 through June 30, 2019 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 1819113 to reflect a revised contract value of \$38,500;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: the total cost of services requested by District and provided by Contractor under this Agreement is estimated to be \$38,500 in the aggregate under the term of this Agreement, as amended.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

**Capistrano Unified School District**

**Vendor**

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

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

Lynh N. Rust  
Print Name

Rienzi Haytasingh  
Print Name

Executive Director, Contracts & Purchasing  
Title

Owner  
Title

Board Approval Date: April 25, 2019

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



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of September 13, 2018 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

### BRAIN LEARNING PSYCHOLOGICAL CORPORATION

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$22,500.00** in the aggregate under term of this Agreement.


Term of Agreement. The term of this base Agreement is for **July 1, 2018 to June 30, 2019**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

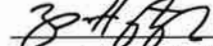
[ X ] General Conditions      [ ] Special Conditions      [ X ] Required Documents and Certifications      [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

#### Capistrano Unified School District

By:   
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : September 12, 2018

#### Contractor

Signature:  8/16/18  
 Name: Rienzi Haytasingh  
 Title: Owner  
 Address: 5550 Baltimore Dr. Ste. 150  
La Mesa, CA 91942  
 Email Address: office@brainlearning.com

## GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate

documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]



## REQUIRED DOCUMENTS AND CERTIFICATIONS

**\*All checked items must be on file with Purchasing Department.**

- ✓ Professional License to Practice

### Certificates of Insurance

- ✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement  
Option 1: form CG 20 10 11 85  
or  
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04  
Either form **must be accompanied** by Form CG 20 37 07 04

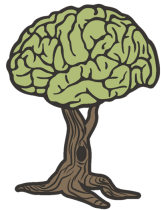
### OR

- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Consultant Criminal Records Check

- ✓ W-9



**BRAINLEARNING**.com  
Assessment & Treatment

## Rate Sheet 2018- 2019

All evaluations include: a school observation, records review, complete assessment report, and participation at IEP meeting or school meeting. We will review all available records for each student in order to answer the referral questions. We will also interview anyone who is knowledgeable of the student as it relates to evaluation. All of our evaluations are conducted in an objective and professional manner.

Evaluation	Assessment Cost range	Hourly Rate
SCIA	\$1,500- \$2,000	\$200/ per hour
Psychoeducational Evaluation (basic cognitive, academic, adaptive, social, emotional, processing)	\$3,500- \$4,500	\$200/ per hour
School Neuropsychological Evaluations (Cognitive, language, motor, sensory, adaptive, executive, attention, academic & social/ emotional)	\$4,500- \$5,500 Text	\$250/ per hour
Functional Behavioral Assessment (FBA)	\$2,500 - \$4,000	\$150/ per hour
Educationally Related Mental Health Assessment (ERMHS)	\$1,500- \$2,500	\$200/ per hour
Higher Level of Care Eval. (RTC)	\$3,000 - \$4,500 + travel expenses *	
Speech and Language Evaluation	\$ 1,800- 2,500	\$150/ per hour
Occupational Therapy Evaluation	\$ 1,500- 2,500	\$150/ per hour
Expert Testimony		\$200/ per hour
Prep. & File Review		\$300/ per hour
Testimony/ Deposition		

\*\* Travel expenses will be billed at the budget rate.

### ADDRESS

5550 Baltimore Dr. Ste. 150  
La Mesa, Ca. 91942

### PHONE - FAX

P: 619 324-9764  
F: 619 713-5870

### WEBSITE

[www.brainlearning.com](http://www.brainlearning.com)



## CAPISTRANO UNIFIED SCHOOL DISTRICT

### SPECIAL CONDITIONS

#### Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Brain Learning Psychological Corporation**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2018-2019 fiscal year. Consultant is functioning solely as an independent educational evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company or practice.
2. School Grounds: Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the Consultant may be accompanied by a District representative during the duration of observation or interviews of staff and/or pupil.
3. Report: Upon completion of the independent educational evaluation, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to Parent.
4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentation to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Psychoeducational Assessment	Licensed Educational Psychologist	Not to exceed \$4,500/assessment
Educationally Related Mental Health Assessment	Licensed Educational Psychologist	Not to exceed \$2,500/assessment
Functional Behavior Assessment	Licensed Educational Psychologist	Not to exceed \$4,000/assessment
Neuropsychological Assessment	Licensed Educational Psychologist with advanced training & experience in the administration & interpretation of neuropsychological assessment	Not to exceed \$5,000/assessment
Speech and Language Assessment	Credentialed Speech Pathologist	Not to exceed \$2,500/assessment
Occupational Therapy Assessment	Licensed Occupational Therapist	Not to exceed \$2,500/assessment

  
Consultant

Rieni Haytasingh, LEP

08/08/2018  
Date

Received by:

---

District Representative

---

Date

FIRST AMENDMENT TO PSA NO. 1819170

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND RISE INTERPRETING,  
INCORPORATED

This First Amendment to PSA No. 1819170 is entered into by and between Capistrano Unified School District, hereinafter referred to as “District,” and Rise Interpreting, Incorporated (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, on November 14, 2018, District’s Board of Trustees approved an Agreement with Consultant for the term from July 1, 2018 through June 30, 2019 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 1819170 to reflect a revised contract value of \$19,000;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by Consultant under this Agreement is estimated to be \$19,000.00 in the aggregate under the term of this Agreement, as amended.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

**Capistrano Unified School District**

**Vendor**

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

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

Lynh N. Rust  
Print Name

Alana White  
Print Name

Executive Director, Contracts & Purchasing  
Title

Business Developer  
Title

Board Approval Date: April 25, 2019

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



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of November 15, 2018 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

### RISE INTERPRETING, INCORPORATED

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$15,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2018 to June 30, 2019**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[ X ] General Conditions      [ ] Special Conditions      [ X ] Required Documents and Certifications      [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### Capistrano Unified School District

By: \_\_\_\_\_

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date : November 14, 2018

### Contractor

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

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Alana White

Alana White

Business Developer

6887 Magnolia Ave.

Riverside, CA 92506

services@riseinterpreting.com

## GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostating, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate

documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.



17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

**REQUIRED DOCUMENTS AND CERTIFICATIONS**

**\*All checked items must be on file with Purchasing Department.**

✓ Professional License to Practice

**Certificates of Insurance**

- ✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement  
 Option 1: form CG 20 10 11 85  
 or  
 Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04  
 Either form **must be accompanied** by Form CG 20 37 07 04

OR

- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Articles 9 & 10

✓ Certification by Consultant Criminal Records Check

✓ W-9



***Southern California's  
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Interpreters***

RID Organizational Member



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(951) 335-0064 Fax

[info@riseinterpreting.com](mailto:info@riseinterpreting.com)

[www.riseinterpreting.com](http://www.riseinterpreting.com)

Federal Tax ID 26-3011697

## **2018-2019 Educational Service Agreement**

### **ASL Interpreting Rates**

Inland Empire Rates: \$70/hr (7am-10pm) \$80/hr (10pm-7am)

So. Cal (outside of IE) Rates: \$90/hr (7am-10pm) \$100/hr (10pm-7am)

Specialty services (Trilingual, CDI, Tactile, Legal, etc.): Additional \$15/hr

Urgent / Emergency calls (less than 48 hrs notice): Additional \$10/hr

### **Instructional Signing Aide (ISA) Rates**

\$50/hr

Urgent / Emergency calls (less than 48 hrs notice): Additional \$10/hr

### **General Policies**

2-hour minimum / per interpreter or aide

After 2 hours, billing is in 15-minute increments.

Reimbursement of Parking Fees

Mileage billed at the IRS rate for each worker per job.

\*Mileage may be waived for long-term requests. Contact us for details.

Overtime will only be scheduled due to necessity or by customer request. OT (time worked over 8 hours) will be billed at 1.5 x the hourly rate. When appropriate, multiple workers can be used to avoid overtime.

### **Interpreter Teaming Policy**

For occupational safety reasons, reservations approaching 2 hours or more may require a team of 2 interpreters. This decision depends upon the nature of the job and the judgment of the interpreting service.

### **Cancellation Policy**

Requests cancelled less than 48 hours in advance, excluding weekends and holidays, will be billed for the entire time reserved (2-hr min.) per worker.

### **Payment Terms**

Payments are due upon receipt of invoice. Late Payment Penalties: \$25.00 for every 30 days past due plus interest at a rate of 1.5% per month along with any collection cost or fees. Bounced Checks will be charged a \$35.00 fee.

**Authorization** Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\*By signing below, I agree to the above rates, policies and payment terms.

Company Name \_\_\_\_\_

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

Authorized Agent's Name \_\_\_\_\_

Signature \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_

Email Address \_\_\_\_\_

### **Billing information: (If different from above)**

Billing Contact: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_

Email: \_\_\_\_\_

Note: We search for the closest qualified interpreters, typically within a 25-mile radius. If none are available, we expand our search radius. Mileage is calculated from the interpreter's home.

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FIRST AMENDMENT TO PSA NO. 1718263

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND NINYO & MOORE  
GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS

This First Amendment to PSA No. 1718263 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Ninyo & Moore Geotechnical and Environmental Sciences Consultants (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on July 25, 2018, District's Board of Trustees approved an Agreement with Consultant for the term from June 1, 2018 through March 1, 2019 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 1718263 to reflect a contract term expiring December 31, 2019;

NOW, THEREFORE, said Agreement is amended as follows:

1. The term of PSA No. 1718263, as amended will reflect a contract term of July 1, 2018 through December 31, 2019.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

**Capistrano Unified School District**

**Vendor**

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

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

Lynh N. Rust  
Print Name

Alfred Rodriguez  
Print Name

Executive Director, Contracts & Purchasing  
Title

Principal/CS  
Title

Board Approval Date: April 25, 2019

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



### PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of July 26, 2018 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

#### NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$29,278.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **June 1, 2018 to March 1, 2019**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[ X ] General Conditions      [ ] Special Conditions      [ X ] Required Documents and Certifications      [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

#### Capistrano Unified School District

By: [Signature]  
 Name: Lynn N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : July 25, 2018

#### Contractor

Signature: [Signature]  
 Name: Alfred Rodriguez  
 Title: Principal/CS  
 Address: 475 Goddard St., Suite 220  
Irvine, Ca. 91618  
 Email Address: arodriguez@ninyoandmoore.com

## GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
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9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
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18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

**REQUIRED DOCUMENTS AND CERTIFICATIONS**

**\*All checked items must be on file with Purchasing Department.**

- ✓ Professional License to Practice

**Certificates of Insurance**

- ✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement  
 Option 1: form CG 20 10 11 85  
 or  
 Option 2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04  
 Either form **must be accompanied** by Form CG 20 37 07 04

OR

- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Consultant Criminal Records Check

- ✓ W-9



Geotechnical & Environmental Sciences Consultants

June 8, 2018  
Proposal No. 04-01909

Mr. Ryan Carter  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675

Subject: Proposal for Geotechnical, Materials Testing and Specialty Inspection Services  
Capistrano Valley High School Solar Photovoltaic System Project  
26301 Via Escolar  
Mission Viejo, California

Dear Mr. Carter:

Ninyo & Moore is pleased to submit this proposal for geotechnical, materials testing and specialty inspection services during the construction of the Capistrano Valley High School Solar Photovoltaic System project located at 26301 Via Escolar in Mission Viejo, California. We have prepared this proposal based on our review of the project plans and our experience on similar projects. We understand that the project will generally consist of constructing seven new solar canopies in the existing parking lots of the school. The canopy structures will have a minimum height clearance of 10 feet, width of approximately 40 feet, and lengths that vary from approximately 40 to 101 feet. The new canopies will structurally consist of cast-in-drilled-hole reinforced concrete foundations and structural steel framing. The associated site improvements include the construction of at-grade concrete pads to support electrical equipment and underground transmission lines. For contractual purposes, we request a one-year term for our services.

## SCOPE OF SERVICES

Our services will be performed in general accordance with the California Code of Regulations Title 24. Based on our understanding of the proposed construction and our experience with similar projects, we propose to provide the following scope of services:

- Project coordination, technical support, and management, including review of the project plans and specifications, distribution of test reports, and work scheduling.
- Regular distribution of tests and Division of the State Architect (DSA) interim and final verified reports in accordance with new DSA guidelines, 2013 California Administrative Code and DSA Construction Oversight Process (PR 13-01) requirements. Test data sheets and reports will be uploaded to the DSA box.
- Attendance at pre-construction meetings and as-needed field meetings.

- Field soil technician services for observation, sampling and density testing during the earthwork operations, as well as observation and documentation during the foundation excavation operations.
- Field technician services for sampling and testing of concrete, including checking slump, temperature, and casting a set of cylinders for each batch.
- Field technician services for concrete batch plant inspection at the production plant including check batch weights and signing each delivery ticket.
- Field technician services for sampling, tagging, and testing of construction materials, such as reinforcing steel, and high strength bolts and washers.
- Welding and bolting inspection services in the field and at the fabrication plant in accordance with the project specifications.
- Non-destructive examination of welds in accordance with the project specifications.
- Post-installed anchor installation inspection services in the field.
- Load and/or torque testing of epoxy and expansion anchors.
- Preparation of progress reports, concrete test data sheets, and field memoranda to document the items inspected.
- Laboratory testing, including proctor density, bend and tensile testing on rebar, conformance testing of high strength bolts and compressive strength testing of concrete sampled in the field.
- Preparation and submittal of the Geotechnical Verified Report (DSA-293) and the Laboratory Final Verified Reports (DSA-291).

## ASSUMPTIONS

Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services:

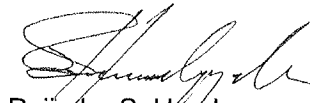
- Our services will be scheduled and coordinated by the project inspector or construction manager on an as-needed basis.
- Our services are subject to prevailing wage requirements.
- Our estimated fee does not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. Hours spent that exceed those in the attached table will be billed on a time-and-materials basis.

## ESTIMATED FEE

We propose to provide services on a time-and-materials basis in accordance with the attached Schedule of Fees and Schedule of Fees for Laboratory Testing. Our estimated fee for the scope of services described herein is presented in the attached Table 1.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,  
**NINYO & MOORE**



Rajindra S. Haridapangoda, PE, GE  
Senior Engineer



Alfred "Tino" Rodriguez  
Principal, Construction Services

RAH/AR/mlc

Attachments: Table 1 – Breakdown of Estimated Fee  
Schedule of Fees

Distribution: (1) Addressee (via e-mail)  
(1) Mr. Chad Beeson (via e-mail)  
(1) Ms. Amy Strange (via e-mail)

**Table 1 - Breakdown of Estimated Fee****Field Services****Field Technician/Inspector**

Earthwork and Foundations	44 hours @ \$ 92.00 /hour	\$ 4,048.00
Concrete Sampling and Testing	24 hours @ \$ 98.00 /hour	\$ 2,352.00
Concrete Batch Plant Inspection	24 hours @ \$ 98.00 /hour	\$ 2,352.00
Tag and Sample of Reinforcing Steel	12 hours @ \$ 98.00 /hour	\$ 1,176.00
Welding and Bolting Inspector (Field and Shop)	68 hours @ \$ 98.00 /hour	\$ 6,664.00
Non-Destructive Examination (Welds)	8 hours @ \$ 98.00 /hour	\$ 784.00
Anchor Bolt Load Testing	8 hours @ \$ 97.00 /hour	\$ 776.00
Sample Pickup	12 hours @ \$ 76.00 /hour	\$ 912.00
Field Vehicle and Equipment Usage	200 hours @ \$ 12.00 /hour	\$ 2,400.00
	<b>Subtotal</b>	<b>\$ 21,464.00</b>

**Laboratory Analyses**

Proctor Density	2 tests @ \$ 200.00 /test	\$ 400.00
Concrete Compressive Strength	24 tests @ \$ 25.00 /test	\$ 600.00
Reinforcing Steel (Bend and Tensile)	12 tests @ \$ 55.00 /test	\$ 660.00
High Strength Bolts (sets)	12 sets @ \$ 130.00 /set	\$ 1,560.00
	<b>Subtotal</b>	<b>\$ 3,220.00</b>

**Project Coordination and Management**

Senior Project Engineer/Geologist/Environmental Scientist	18 hours @ \$ 163.00 /hour	\$ 2,934.00
	<b>Subtotal</b>	<b>\$ 2,934.00</b>

**Report Preparation for the DSA-291**

Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 178.00 /hour	\$ 356.00
Senior Project Engineer/Geologist/Environmental Scientist	8 hours @ \$ 163.00 /hour	\$ 1,304.00
	<b>Subtotal</b>	<b>\$ 1,660.00</b>

**TOTAL ESTIMATED FEE****\$ 29,278.00**

## Schedule of Fees

### Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist	\$ 178
Certified Industrial Hygienist	\$ 178
Senior Engineer/Geologist/Environmental Scientist	\$ 168
Senior Project Engineer/Geologist/Environmental Scientist	\$ 163
Certified Asbestos Consultant, Lead Inspector/Assessor, Lead Project Monitor	\$ 163
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 142
Certified Site Surveillance Technician, Lead Sampling Technician	\$ 142
Staff Engineer/Geologist/Environmental Scientist	\$ 126
GIS Analyst	\$ 116
Field Operations Manager	\$ 112
Supervisory Technician	\$ 98
Nondestructive Examination Technician, UT, MT, LP	\$ 98
ACI Concrete Technician	\$ 98
Concrete/Asphalt Batch Plant Inspector	\$ 98
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	\$ 98
Senior Field/Laboratory Technician	\$ 92
Field/Laboratory Technician	\$ 92
Technical Illustrator/CAD Operator	\$ 92
Information Specialist	\$ 78
Geotechnical/Environmental/Laboratory Assistant	\$ 76
Data Processing, Technical Editing, or Reproduction	\$ 68

### Other Charges

Concrete Coring Equipment (includes one technician)	\$ 180/hr
X-Ray Fluorescence	\$ 300/day
PID/FID Usage	\$ 140/day
Anchor load test equipment (includes technician)	\$ 97/hr
Hand Auger Equipment	\$ 65/day
Inclinometer Usage	\$ 40/hr
Vapor Emission Kits	\$ 40/kit
Level D Personal Protective Equipment (per person per day)	\$ 30/p/d
Rebar Locator (Pachometer)	\$ 30/hr
Nuclear Density Gauge Usage	\$ 15/hr
Field Vehicle Usage	\$ 12/hr
Direct Project Expenses	Cost plus 15 %

Laboratory testing, geophysical equipment, and other special equipment provided upon request.

### Notes

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.



## Schedule of Fees for Laboratory Testing

### Laboratory Test, Test Designation, and Price Per Test

#### SOILS

Atterberg Limits, D 4318, CT 204	\$ 160
California Bearing Ratio (CBR), D 1883	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation – Time Rate, D 2435, CT 219	\$ 75
Direct Shear – Remolded, D 3080	\$ 325
Direct Shear – Undisturbed, D 3080	\$ 275
Durability Index, CT 229	\$ 165
Expansion Index, D 4829, IBC 18-3	\$ 180
Expansion Potential (Method A), D 4546	\$ 160
Geofabric Tensile and Elongation Test, D 4632	\$ 180
Hydraulic Conductivity, D 5084	\$ 330
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255
pH and Resistivity, CT 643	\$ 175
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$100)	\$ 200
R-value, D 2844, CT 301	\$ 295
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 130
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880
Triaxial Shear, C.D., D 4767, T 297	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 210
Triaxial Shear, U.U., D 2850	\$ 155
Unconfined Compression, D 2166, T 208	\$ 120
Wax Density, D 1188	\$ 100

#### MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60
Brick Absorption, 7-day, C 67	\$ 65
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 50
Brick Modulus of Rupture, C 67	\$ 45
Brick Moisture as received, C 67	\$ 40
Brick Saturation Coefficient, C 67	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 65
Concrete Block Conformance Package, C 90	\$ 485
Concrete Block Linear Shrinkage, C 426	\$ 135
Concrete Block Unit Weight and Absorption, C 140	\$ 60
Cores, Compression or Shear Bond, CA Code	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 185

#### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 60
Hardness Test, Rockwell, A 370	\$ 70
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60

#### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 25
Concrete Mix Design Review, Job Spec	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Drying Shrinkage, C 157	\$ 350
Flexural Test, C 78	\$ 65
Flexural Test, C 293	\$ 60
Flexural Test, CT 523	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45
Petrographic Analysis, C 856	\$ 1,900
Restrained Expansion of Shrinkage Compensation	\$ 270
Splitting Tensile Strength, C 496	\$ 90
3x6 Grout, (CLSM), C 39	\$ 45
2x2x2 Non-Shrink Grout, C 109	\$ 45

#### ASPHALT CONCRETE

Air Voids, T 269	\$ 50
Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Asphalt Mix Design Review, Job Spec	\$ 165
Dust Proportioning, CT LP-4	\$ 50
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Film Stripping, CT 302	\$ 110
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 85
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
Voids filled with Asphalt, (VFA) CT LP-3	\$ 50

#### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 160
Cleanliness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 165
Durability, Coarse or Fine, CT 229	\$ 195
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Sand Equivalent, T 176, CT 217	\$ 110
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160

#### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 210
Roofing Tile Strength Test, (set of 5), C 67	\$ 210

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

FIRST AMENDMENT TO PSA NO. 1819066

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND NINYO & MOORE  
GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS

This First Amendment to PSA No. 1819066 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Ninyo & Moore Geotechnical and Environmental Sciences Consultants (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on July 25, 2018, District's Board of Trustees approved an Agreement with Consultant for the term from June 1, 2018 through March 1, 2019 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 1819066 to reflect a contract term expiring December 31, 2019;

NOW, THEREFORE, said Agreement is amended as follows:

1. The term of PSA No. 1819066, as amended will reflect a contract term of July 1, 2018 through December 31, 2019.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

**Capistrano Unified School District**

**Vendor**

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

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

Lynh N. Rust  
Print Name

Alfred Rodriguez  
Print Name

Executive Director, Contracts & Purchasing  
Title

Principal/CS  
Title

Board Approval Date: April 25, 2019

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



### PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of July 26, 2018 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

#### NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically those described in **Exhibit A**, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be \$47,824.00 in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **June 1, 2018 to March 1, 2019**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

☒ General Conditions    ☐ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Capistrano Unified School District

By: Lynh N. Rust  
Name: Lynh N. Rust  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date: July 25, 2018

Contractor

Signature: Garreth Saiki  
Name: Garreth Saiki  
Title: Principal Engineer  
Address: 475 Goddard St., Suite 220  
Irvine, Ca. 91618  
Email Address: gsaiki @ninyoandmoore.com

## GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at

the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

## REQUIRED DOCUMENTS AND CERTIFICATIONS

**\*All checked items must be on file with Purchasing Department.**

- ✓ Professional License to Practice

### Certificates of Insurance

- ✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement  
Option 1: form CG 20 10 11 85  
or  
Option 2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04  
Either form **must be accompanied** by Form CG 20 37 07 04

OR

- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Consultant Criminal Records Check

- ✓ W-9





June 8, 2018  
Proposal No. 04-01908

Mr. Ryan Carter  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675

Subject: Proposal for Geotechnical, Materials Testing and Specialty Inspection Services  
Tesoro High School Solar Photovoltaic System Project  
1 Tesoro Creek Road  
Rancho Santa Margarita, California

Dear Mr. Carter:

Ninyo & Moore is pleased to submit this proposal for geotechnical, materials testing and specialty inspection services during the construction of the Tesoro High School Solar Photovoltaic System project located at 1 Tesoro Creek Road in Rancho Santa Margarita, California. We have prepared this proposal based on our review of the project plans and our experience on similar projects. We understand that the project will generally consist of constructing twelve new solar canopies in the existing parking lots of the school. The canopy structures will have a minimum height clearance of 10 feet, width of approximately 40 feet, and lengths that vary from approximately 40 to 101 feet. The new canopies will structurally consist of cast-in-drilled-hole reinforced concrete foundations and structural steel framing. The associated site improvements include the construction of at-grade concrete pads to support electrical equipment and underground transmission lines. For contractual purposes, we request a one year term for our services.

## SCOPE OF SERVICES

Our services will be performed in general accordance with the California Code of Regulations Title 24. Based on our understanding of the proposed construction and our experience with similar projects, we propose to provide the following scope of services:

- Project coordination, technical support, and management, including review of the project plans and specifications, distribution of test reports, and work scheduling.
- Regular distribution of tests and DSA interim and final verified reports in accordance with new DSA guidelines, 2013 California Administrative Code and DSA Construction Oversight Process (PR 13-01) requirements. Test data sheets and reports will be uploaded to the DSA box.
- Attendance at pre-construction meetings and as-needed field meetings.

- Field soil technician services for observation, sampling and density testing during the earthwork operations, as well as observation and documentation during the foundation excavation operations.
- Field technician services for sampling and testing of concrete, including checking slump, temperature, and casting a set of cylinders for each batch.
- Field technician services for concrete batch plant inspection at the production plant including check batch weights and signing each delivery ticket.
- Field technician services for sampling, tagging, and testing of construction materials, such as reinforcing steel, and high strength bolts and washers.
- Welding and bolting inspection services in the field and at the fabrication plant in accordance with the project specifications.
- Non-destructive examination of welds in accordance with the project specifications.
- Post-installed anchor installation inspection services in the field.
- Load and/or torque testing of epoxy and expansion anchors.
- Preparation of progress reports, concrete test data sheets, and field memoranda to document the items inspected.
- Laboratory testing, including proctor density, bend and tensile testing on rebar, conformance testing of high strength bolts and compressive strength testing of concrete sampled in the field.
- Preparation and submittal of the Geotechnical Verified Report (DSA-293) and the Laboratory Final Verified Reports (DSA-291).

## ASSUMPTIONS

Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services:

- Our services will be scheduled and coordinated by the project inspector or construction manager on an as-needed basis.
- Our services are subject to prevailing wage requirements.
- Our estimated fee does not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. Hours spent that exceed those in the attached table will be billed on a time-and-materials basis.

## ESTIMATED FEE

We propose to provide services on a time-and-materials basis in accordance with the attached Schedule of Fees and Schedule of Fees for Laboratory Testing. Our estimated fee for the scope of services described herein is presented in the attached Table 1.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,  
**NINYO & MOORE**



Rajindra S. Handapangoda, PE, GE  
Senior Engineer



Alfred "Tino" Rodriguez  
Principal, Construction Services

RAH/AR/sc

Attachments: Table 1 – Breakdown of Estimated Fee  
Schedule of Fees

Distribution: (1) Addressee (via e-mail)  
(1) Mr. Chad Beeson (via e-mail)  
(1) Ms. Amy Strange (via e-mail)

**Table 1 - Breakdown of Estimated Fee****Field Services****Field Technician/Inspector**

Earthwork and Foundations	84 hours @ \$ 92.00 /hour	\$ 7,728.00
Concrete Sampling and Testing	40 hours @ \$ 98.00 /hour	\$ 3,920.00
Concrete Batch Plant Inspection	40 hours @ \$ 98.00 /hour	\$ 3,920.00
Tag and Sample of Reinforcing Steel	12 hours @ \$ 98.00 /hour	\$ 1,176.00
Welding and Bolting Inspector (Field and Shop)	120 hours @ \$ 98.00 /hour	\$ 11,760.00
Non-Destructive Examination (Welds)	12 hours @ \$ 98.00 /hour	\$ 1,176.00
Anchor Bolt Load Testing	12 hours @ \$ 97.00 /hour	\$ 1,164.00
Sample Pickup	16 hours @ \$ 76.00 /hour	\$ 1,216.00
Field Vehicle and Equipment Usage	336 hours @ \$ 12.00 /hour	\$ 4,032.00
	<b>Subtotal</b>	<b>\$ 36,092.00</b>

**Laboratory Analyses**

Proctor Density	4 tests @ \$ 200.00 /test	\$ 800.00
Concrete Compressive Strength	40 tests @ \$ 25.00 /test	\$ 1,000.00
Reinforcing Steel (Bend and Tensile)	16 tests @ \$ 55.00 /test	\$ 880.00
High Strength Bolts (sets)	14 sets @ \$ 130.00 /set	\$ 1,820.00
	<b>Subtotal</b>	<b>\$ 4,500.00</b>

**Project Coordination and Management**

Senior Project Engineer/Geologist/Environmental Scientist	28 hours @ \$ 163.00 /hour	\$ 4,564.00
	<b>Subtotal</b>	<b>\$ 4,564.00</b>

**Report Preparation for the DSA-291**

Principal Engineer/Geologist/Environmental Scientist	4 hours @ \$ 178.00 /hour	\$ 712.00
Senior Project Engineer/Geologist/Environmental Scientist	12 hours @ \$ 163.00 /hour	\$ 1,956.00
	<b>Subtotal</b>	<b>\$ 2,668.00</b>

<b>TOTAL ESTIMATED FEE</b>		<b>\$ 47,824.00</b>
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## Schedule of Fees

### Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist	\$ 178
Certified Industrial Hygienist	\$ 178
Senior Engineer/Geologist/Environmental Scientist	\$ 168
Senior Project Engineer/Geologist/Environmental Scientist	\$ 163
Certified Asbestos Consultant, Lead Inspector/Assessor, Lead Project Monitor	\$ 163
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 142
Certified Site Surveillance Technician, Lead Sampling Technician	\$ 142
Staff Engineer/Geologist/Environmental Scientist	\$ 126
GIS Analyst	\$ 116
Field Operations Manager	\$ 112
Supervisory Technician	\$ 98
Nondestructive Examination Technician, UT, MT, LP	\$ 98
ACI Concrete Technician	\$ 98
Concrete/Asphalt Batch Plant Inspector	\$ 98
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	\$ 98
Senior Field/Laboratory Technician	\$ 92
Field/Laboratory Technician	\$ 92
Technical Illustrator/CAD Operator	\$ 92
Information Specialist	\$ 78
Geotechnical/Environmental/Laboratory Assistant	\$ 76
Data Processing, Technical Editing, or Reproduction	\$ 68

### Other Charges

Concrete Coring Equipment (includes one technician)	\$ 180/hr
X-Ray Fluorescence	\$ 300/day
PID/FID Usage	\$ 140/day
Anchor load test equipment (includes technician)	\$ 97/hr
Hand Auger Equipment	\$ 65/day
Inclinometer Usage	\$ 40/hr
Vapor Emission Kits	\$ 40/kit
Level D Personal Protective Equipment (per person per day)	\$ 30/p/d
Rebar Locator (Pachometer)	\$ 30/hr
Nuclear Density Gauge Usage	\$ 15/hr
Field Vehicle Usage	\$ 12/hr
Direct Project Expenses	Cost plus 15 %

Laboratory testing, geophysical equipment, and other special equipment provided upon request.

### Notes

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

## Schedule of Fees for Laboratory Testing

### Laboratory Test, Test Designation, and Price Per Test

#### SOILS

Atterberg Limits, D 4318, CT 204	\$ 160
California Bearing Ratio (CBR), D 1883	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation – Time Rate, D 2435, CT 219	\$ 75
Direct Shear – Remolded, D 3080	\$ 325
Direct Shear – Undisturbed, D 3080	\$ 275
Durability Index, CT 229	\$ 165
Expansion Index, D 4829, IBC 18-3	\$ 180
Expansion Potential (Method A), D 4546	\$ 160
Geofabric Tensile and Elongation Test, D 4632	\$ 180
Hydraulic Conductivity, D 5084	\$ 330
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255
pH and Resistivity, CT 643	\$ 175
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$100)	\$ 200
R-value, D 2844, CT 301	\$ 295
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 130
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880
Triaxial Shear, C.D., D 4767, T 297	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 210
Triaxial Shear, U.U., D 2850	\$ 155
Unconfined Compression, D 2166, T 208	\$ 120
Wax Density, D 1188	\$ 100

#### MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60
Brick Absorption, 7-day, C 67	\$ 65
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 50
Brick Modulus of Rupture, C 67	\$ 45
Brick Moisture as received, C 67	\$ 40
Brick Saturation Coefficient, C 67	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 65
Concrete Block Conformance Package, C 90	\$ 485
Concrete Block Linear Shrinkage, C 426	\$ 135
Concrete Block Unit Weight and Absorption, C 140	\$ 60
Cores, Compression or Shear Bond, CA Code	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 185

#### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 60
Hardness Test, Rockwell, A 370	\$ 70
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60

#### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 25
Concrete Mix Design Review, Job Spec	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Drying Shrinkage, C 157	\$ 350
Flexural Test, C 78	\$ 65
Flexural Test, C 293	\$ 60
Flexural Test, CT 523	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45
Petrographic Analysis, C 856	\$ 1,900
Restrained Expansion of Shrinkage Compensation	\$ 270
Splitting Tensile Strength, C 496	\$ 90
3x6 Grout, (CLSM), C 39	\$ 45
2x2x2 Non-Shrink Grout, C 109	\$ 45

#### ASPHALT CONCRETE

Air Voids, T 269	\$ 50
Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Asphalt Mix Design Review, Job Spec	\$ 165
Dust Proportioning, CT LP-4	\$ 50
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Film Stripping, CT 302	\$ 110
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 85
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
Voids filled with Asphalt, (VFA) CT LP-3	\$ 50

#### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 160
Cleanliness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 165
Durability, Coarse or Fine, CT 229	\$ 195
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Sand Equivalent, T 176, CT 217	\$ 110
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160

#### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 210
Roofing Tile Strength Test, (set of 5), C 67	\$ 210

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Prepared by: Lynh Rust, Executive Director, Contracts and Purchasing

Date: April 25, 2019

Board Item: Award Bid No. 1819-14, Dana Hills High School Kitchen Modernization – Hamel Contracting, Incorporated

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**HISTORY**

Public Contract Code § 20111 and § 22002 require competitive bidding for public works projects and construction services exceeding \$15,000.

**BACKGROUND INFORMATION**

As required by Public Contract Code § 20112 and Government Code § 6066, Bid No. 1819-14, Dana Hills High School Kitchen Modernization was advertised in a newspaper of general circulation published in the District at least once a week for two weeks with a minimum of five days in between each publication date, not counting the publication dates. Bid No. 1819-14 was published in the Orange County Register on February 19, 2019 and February 26, 2019. Bids were due on March 14, 2019, at 1:00 p.m. Two bidders registered and downloaded the bid documents; however, four bid packages were submitted to the District for consideration prior to the deadline.

In competitive bidding situations, the lowest responsive, responsible bidder must be awarded the bid, with the price being the sole determining factor. The lowest responsive, responsible bidder in Bid No. 1819-14 was determined by the lowest base price for the entire project. The project includes the demolition and modernization of the existing Dana Hills High School kitchen as well as partial replacement of kitchen equipment.

**CURRENT CONSIDERATIONS**

Hamel Contracting, Incorporated, was determined the lowest responsive, responsible bidder of Bid No. 1819-14 and is presented to the Board for award.

**FINANCIAL IMPLICATIONS**

The proposed award contract is for a total bid price of \$708,008 funded by the cafeteria fund.

**STAFF RECOMMENDATION**

It is recommended the Board approve the award of Bid No. 1819-14, Dana Hills High School Kitchen Modernization to Hamel Contracting, Incorporated.

**PREPARED BY:** Lynh. Rust, Executive Director, Contracts and Purchasing

**APPROVED BY:** Clark Hampton, Deputy Superintendent, Business and Support Services



## EXHIBIT A

### CAPISTRANO UNIFIED SCHOOL DISTRICT

#### BID SUMMARY - BID NO. 1819-14 DANA HILLS HIGH SCHOOL KITCHEN MODERNIZATION

Bid Opening: March 14, 2019, 1:00 p.m.  
CUSD Education Center  
Training Room 1  
33122 Valle Road  
San Juan Capistrano, CA 92675

	CONTRACTOR	ATTENDED NON- MANDATORY JOBWALK February 27, 2019 @ 10:00am PST	BID
1	Hamel Contracting, Incorporated	N	\$708,008.00
2	Dalke & Sons Construction, Incorporated	Y	\$731,480.00
3	Aid Builders, Incorporated	N	\$745,700.00
4	Caltec Corporation	N	\$772,700.00
5			
6			
7			
8			
9			
10			

**BID FORM**

**DANA HILLS HIGH SCHOOL KITCHEN MODERNIZATION**

Dana Hills High School

33333 Golden Lantern, Dana Point, CA 92629

Bid No. 1819-14

FOR

Capistrano Unified School District

CONTRACTOR  
NAME:

Hamel Contracting, Inc.

ADDRESS:

26431 Jefferson Ave., Ste. A

Murrieta, CA 92562

TELEPHONE:

( 951 ) 600-2783

FAX:

(951 ) 600-3951

EMAIL

estimating@hamelinc.com

TO: Capistrano Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. 1819-14

Dana Hills High School Kitchen Modernization

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
<u>1</u>							

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. A. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

seven hundred eight thousand eight  
DOLLARS

( \$ 708008 )

4. ALTERNATE BIDS: There shall be no alternate bids on this project.

5. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, rain days, and the requisite time to complete the punch list.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

7. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

8. The required List of Designated Subcontractors is attached hereto.

9. The required Non-Collusion Declaration is attached hereto.

10. The Substitution Request Form, if applicable, is attached hereto.

11. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

12. The names of all persons interested in the foregoing proposal as principals are as follows:

Corporation: Hamel Contracting, Inc.

President: Grant J. Hamel

Secretary/Treasurer: Alison Hamel

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

13. **PROTEST PROCEDURES.** If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

14. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 919635

License Expiration Date: 12/31/2020

Name on License: Hamel Contracting, Inc

Class of License: A, B, C-8

DIR Registration Number: 1000001863

If the bidder is a joint venture, each member of the joint venture must include the above information.

15. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

16. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions (if any), Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and

agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

17. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity.  
(See Government Code section 12650, et seq., and Penal Code section 72)

18. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Hamel Contracting, Inc.  
Proper Name of Company

Grant J. Hamel, President  
Name of Bidder Representative

26431 Jefferson Ave. Ste. A  
Street Address

Murrieta, CA 92562  
City, State, and Zip

( 951 ) 600-2783  
Phone Number

( 951 ) 600-3951  
Fax Number

COMPANY NAME: Hamel Contracting, Inc.

estimating@hamelinc.com  
E-Mail

By:

  
Signature of Bidder Representative Grant J. Hamel, President

Date: 3/12/19

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.



**DESIGNATION OF SUBCONTRACTORS**

**ATTACHMENT NO. 1 TO BID FORM**

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion of the work.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

**NOTE:** If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.



DESIGNATION OF SUBCONTRACTORS FORMATTACHMENT NO. 1 TO BID FORM

Description/Scope of Work	Name of Subcontractor	Location & Place of Business	License Number and Type*	E-Mail & Telephone*	DIR Registration Number*
Demolition	Demolition specialist inc.	Corona, CA	930886 C21		1000002142
Final clean	Pacific Coast Cleaning	El Cajon, CA	880651 CW/D63		10000007074
Tile	Keith P. Decker Inc.	Yucca, CA	814355 CS4		1000030481
Drywall & m.s. framing	Gaston, Inc.	San Bernardino, CA	502789 B.C.2 CW/D35		1000001222
Signage	Paragon Architectural Signage Group, Inc.	Ontario, CA	1048934 C45, CW/D42		1600043340
Doors & Hardware	McKernan, Inc.	Redlands, CA	957421 CW/D14, CW/D29, C17, CW/D24		1000002082
Stone front & glazing	BSP Glasscontractors, Inc.	Montclair, CA	831409 C17		1000061412
Paint	Specialized Painting Company, Inc.	Brea, CA	041031 C33		1000005530
Drywall/ACI, m.s. framing, insulation	T-Wall Enterprises, Inc.	La Mirada, CA	974201 B.C.-9		10600004874
Food Service	P. W. Smith & Co.	San Diego, CA	457555 C20, CW/D24, CW/D34		1000005082

DESIGNATION OF SUBCONTRACTORS FORM

## ATTACHMENT NO. 1 TO BID FORM

Description/Scope of Work	Name of Subcontractor	Location & Place of Business	License Number and Type*	E-Mail & Telephone*	DIR Registration Number*
Electrical	J Miller Electric Inc.	Hesperia, CA	720588 C10		1000007872
HVAC	MMT Construction Inc.	Temecula, CA	988999 C10, C20, C34, B		1000002045
Food Service	Trimark Baygal LLC	Irvine, CA	1014395 B, C34, D34, B, C38		1000005656
Plumbing	K E Rodgers Inc.	Beaumont, CA	1000195 C34		10000033832

COMPANY NAME: Hamel Contracting, Inc.

Description/Scope of Work	Name of Subcontractor	Location & Place of Business	License Number and Type*	E-Mail & Telephone*	DIR Registration Number*

\* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder:

Hamel Contracting, Inc.

Date:

3/12/19

Name:

Grant J. Hamel, President

Signature of Bidder

Representative:

Address:

2631 Jefferson Ave., Ste. A, Murrieta, CA 92562

Phone:

951-600-2783

Bid No. 1819-14 Dana Hills High School Kitchen Modernization  
Capistrano Unified School District

Designation of Subcontractors Form  
Page 28

**BID BOND FORM**

**ATTACHMENT NO. 2 TO BID FORM**

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and NORTH AMERICAN SPECIALTY INSURANCE COMPANY (hereafter called "Surety"), are hereby held and firmly bound unto the Capistrano Unified School District (hereafter called "District") in the sum of TEN PERCENT OF GREATER AMOUNT BID (\$ 10% ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 11TH day of MARCH, 2019.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of BID NO. 1819-14, DANA HILLS HIGH SCHOOL KITCHEN MODERNIZATION.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

COMPANY NAME: HAMEL CONTRACTING, INC.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

HAMEL CONTRACTING, INC.

(Corporate Seal)

By

Principal's Signature

GRANT J. HAMEL

Typed or Printed Name

PRESIDENT

Principal's Title

By

Surety's Signature

(Corporate Seal)

MARK D. IATAROLA

Typed or Printed Name

ATTORNEY-IN-FACT

Title

(Attached Attorney in Fact Certificate)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Surety's Name

6 HUTTON CENTRE DRIVE, SUITE 850, SANTA ANA, CA 92707

Surety's Address

714/513-6839

Surety's Phone Number



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

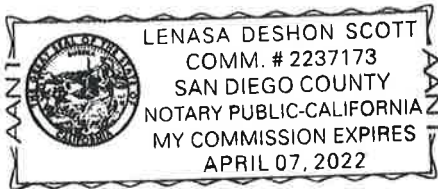
State of California

County of SAN DIEGO

On 3/11/2019 before me, LENASA DESHON SCOTT, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MARK D. IATAROLA, AND SANDRA FIGUEROA

HELEN E. WHEALDON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of JANUARY, 2018.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:

On this 12 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of MARCH, 20 19.

Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Riverside }

On 03/11/2019 before me, Anna M. Velazquez Notary  
Date Insert Name and Title of the officer

Public, personally appeared \_\_\_\_\_

Grant J. Hamel

*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:   
Anna M. Velazquez, Notary Public



## OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.*

### Description of Attached Document

Title or Type of Document: Bid bond Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signers Name: Grant J. Hamel

☒ Corporate Officer – Title(s) President

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signers Name: \_\_\_\_\_

☐ Corporate Officer – Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**  
**FORM****ATTACHMENT NO. 3 TO BID FORM**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

  
\_\_\_\_\_  
(Signature)

Grant J. Hamel, President  
\_\_\_\_\_  
(Print)

3/12/19  
\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

**NON-COLLUSION DECLARATION**

**ATTACHMENT NO. 4 TO BID FORM**

The undersigned declares:

I am the President [Title] of Hamel Contracting, Inc.  
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/12/19  
[Date], at Murrieta [City], California [State].

Signed:  \_\_\_\_\_

Typed Name: Grant J. Hamel, President

**REQUEST FOR SUBSTITUTION AT TIME OF BID****ATTACHMENT NO. 5 TO BID FORM**

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not “an/or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied <sup>1</sup> (circle one)	District Decision (circle one)
1.	NA			Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny

<sup>1</sup> Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.

10.				Yes	No	Grant	Deny
11.				Yes	No	Grant	Deny
12.				Yes	No	Grant	Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request.

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to the General Conditions and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under the General Conditions if the Contractor is awarded the Project.

COMPANY NAME: Hamel Contracting, Inc.

Name of Bidder: Hamel Contracting, Inc.

By:  Grant J. Hamel, President

District: \_\_\_\_\_

By: \_\_\_\_\_

**ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM**

**ATTACHMENT NO. 6 TO BID FORM**

TO: Capistrano Unified School District

RE: Project / Bid Number 1819-14

Construction Contract for Hamel Contracting, Inc.

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all Contractor's subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Hamel Contracting, Inc.  
Contracting Party

Grant J. Hamel, Inc.  
Name of Agent/Title



**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION**  
**STATEMENT AT TIME OF BID**

**ATTACHMENT NO. 7 TO BID FORM**

Each bidder must complete this form in order to comply with the Capistrano Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Project Name: Dana Hills High School Kitchen Modernization

Bid No.: 1819-14

DSA No.: 04-117445

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers.

**Check only one of the following:**

- ☒ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.
- ☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which represents approximately \_\_\_\_\_ percent (\_\_\_\_%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: Hamel Contracting, Inc.

Name: Grant J. Hamel

Title: President

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

Date: 3/12/19

**SITE VISIT CERTIFICATION**

**ATTACHMENT NO. 8 TO BID FORM**

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions of the Project site, as well as those relating to construction and labor of the Project, and I fully understand the facilities, difficulties, and restrictions which may impact the total and adequate completion of the Project.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I agree to fully defend, indemnify and hold harmless the DISTRICT, Architect, Inspectors, Construction Manager (if any), and their directors, officers, employees, agents and volunteers from any damages, costs, expenses, or omissions related to conditions that could or should have been identified during my visit to the site.

Signature of Bidder: \_\_\_\_\_

Typed Name of Bidder: Grant J. Hamel, President

State of California

County of Riverside

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME on this 12th day of March, 20 19, by Anna Velazquez

\_\_\_\_\_ ,  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

\_\_\_\_\_  
(Notary Public)

My Commission Expires:

12/24/2019

(Expiration Date)



**REFERENCES**

**ATTACHMENT NO. 9 TO BID FORM**

1. The DISTRICT expressly reserves the right to reject the proposal of any Bidder who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Bidder is "non-responsible" and poses a substantial risk of being unable to supply the material, equipment, or services to complete the work in a cost-effective, professional and timely manner. The Bidder must complete and submit the attached form; failure to do so may be sufficient cause for the DISTRICT to reject the Bidder's bid as non-responsive.
2. In performing the above-described responsibility determination, the DISTRICT reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Bidder has previously supplied material or performed work, reference checks and examination of all public records.
3. The Bidder must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. The Bidder shall furnish the names, current phone numbers, addresses, points of contact, and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Capistrano Unified School District.
4. Failure to furnish the references (*in the complete format required*) may cause your proposal to be rejected as non-responsive.
5. EXAMPLE: Your references should be listed in the following format (facts are example only)
  - (a) Work for X Y Z Unified School District
  - (b) Phone # (222) 123-4567
  - (c) 999 Holly Drive, L. A., CA 92000
  - (d) Contact: J. Q. Jones III at above #

6. Reference #1

District or Entity: Temecula Alley Unified School District

Phone No.: 951-676-2661

Address: 31350 Rancho Vista Rd. Temecula, CA 92592

Name of Contact: Don Fails at above #

Reference #2

District or Entity: County of San Bernardino

Phone No.: 909-387-5224

Address: 385 N. Arrowhead Ave. 3rd Floor, San Bernardino, CA 92415

Name of Contact: Joe Garnica at above #

Reference #3

District or Entity: Palm Springs Unified School District

Phone No.: 760-238-6090

Address: 980 E. Tahquitz Canyon Way, Ste. 103 Palm Springs, CA 92262

Name of Contact: Mike Hoch at above #

Reference #4

District or Entity: Temecula Valley Unified School District

Phone No.: 951-506-7914

Address: 31350 Rancho Vista Rd. Temecula, CA 92592

Name of Contact: Janet Dixon at above #

Reference #5

District or Entity: Val Verde Unified School District

Phone No.: 951-940-6136

Address: 975 W. Morgan St. Perris, CA 92571

Name of Contact: Stacey Strawderman at above #

By:  \_\_\_\_\_  
Signature of Bidder Grant J. Hamel, President

3/12/19  
Date

## **AGREEMENT**

**THIS AGREEMENT**, entered into this 26th day of April, 2019 in the County of Orange of the State of California, by and between the Capistrano Unified School District, hereinafter called the "District", and Hamel Contracting, Incorporated, hereinafter called the "Contractor".

**WITNESSETH** that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with BID NO. 1819-14 DANA HILLS HIGH SCHOOL KITCHEN MODERNIZATION ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall complete the Project (See Article 47) of the work within sixty four (64) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract Time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of

postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of TWO THOUSAND DOLLARS (\$2,000) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

**ARTICLE 4 - CONTRACT PRICE:** he District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of SEVEN HUNDRED EIGHT THOUSAND EIGHT DOLLARS (\$708,008.00), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids  
Instructions to Bidders  
Bid Form  
Designation of Subcontractors  
Bid Bond  
Bid Guarantee Form  
Contractor's Certificate Regarding Worker's Compensation  
Non-Collusion Declaration  
Substitution Request Form  
Acknowledgment of Bidding Practices Regarding Indemnity  
DVBE Participation Statement  
Site Visit Certification  
References  
Form Agreement  
Payment Bond  
Performance Bond  
Contractor's Certificate Regarding Drug-Free Workplace  
Contractor's Certificate Regarding Alcohol and Tobacco  
Guarantee  
Contractor DVBE Close-Out Statement  
Escrow Agreement for Security Deposit In Lieu of Retention  
Insurance Documents and Endorsements  
Contractor's Certificate Regarding Background Checks  
General Conditions  
Supplementary and Special Conditions (if any)  
Specifications  
All Addenda as Issued  
Drawings/Plans

All of the above named Contract Documents are intended to be complementary. work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Capistrano Unified School District

CONTRACTOR:

By: Lynh N. Rust  
Typed or Printed Name

Grant J. Hamel  
Typed or Printed Name

Executive Director, Contracts & Purchasing  
Title

President  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Board Approval Date: April 25, 2019

Alison Hamel  
Type or Printed Name

Secretary/Treasurer  
Title (Authorized Officers or Agents)

\_\_\_\_\_  
Signature

**(CORPORATE SEAL)**



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Prepared by: Lynh Rust, Executive Director, Contracts and Purchasing

Date: April 25, 2019

Board Item: Award Bid No. 1819-17, Palisades Elementary School Modernization Project –  
Keystone Builders, Incorporated

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**HISTORY**

Public Contract Code § 20111 and § 22002 require competitive bidding for public works projects and construction services exceeding \$15,000.

**BACKGROUND INFORMATION**

As required by Public Contract Code § 20112 and Government Code § 6066, Bid No. 1819-17, Palisades Elementary School Modernization Project was advertised in a newspaper of general circulation published in the District at least once a week for two weeks with a minimum of five days in between each publication date, not counting the publication dates. Bid No. 1819-17 was published in the Orange County Register on March 5, 2019 and March 12, 2019. Bids were due on March 21, 2019, at 2:00 p.m. Sixty-two bidders registered and downloaded the bid documents; however, five bid packages were submitted to the District for consideration prior to the deadline.

In competitive bidding situations, the lowest responsive, responsible bidder must be awarded the bid, with the price being the sole determining factor. The lowest responsive, responsible bidder in Bid No. 1819-17 was determined by the lowest base price for the entire project. The project includes the renovation of restrooms in classroom buildings A through D, the modernization of HVAC, lights, and fire alarms, as well as the demolition and modernization of existing portable buildings.

**CURRENT CONSIDERATIONS**

Keystone Builders, Incorporated, was determined the lowest responsive, responsible bidder of Bid No. 1819-17 and is presented to the Board for award.

**FINANCIAL IMPLICATIONS**

The proposed award contract is for a total bid price of \$3,996,000 funded by CFD 98-1A and CFD 98-1B.

**STAFF RECOMMENDATION**

It is recommended the Board approve the award of Bid No. 1819-17, Palisades Elementary School Modernization Project to Keystone Builders, Incorporated.

**PREPARED BY:** Lynh Rust, Executive Director, Contracts and Purchasing

**APPROVED BY:** Clark Hampton, Deputy Superintendent, Business and Support Services

## EXHIBIT A

### CAPISTRANO UNIFIED SCHOOL DISTRICT

#### BID SUMMARY - BID NO. 1819-17 PALISADES ELEMENTARY SCHOOL MODERNIZATION PROJECT

Bid Opening: March 21, 2019, 2:00 p.m.  
CUSD Education Center  
Training Room 1  
33122 Valle Road  
San Juan Capistrano, CA 92675

	CONTRACTOR	ATTENDED JOBWALK March 13, 2019 @ 1:00pm PST	BID
1	Keystone Builders Inc	X	\$3,996,000.00
2	M.S. Construction Management Group	X	\$4,465,000.00
3	Hamel Contracting, Inc	X	\$4,800,008.00
4	Woodcliff Corporation	X	\$5,555,000.00
5	Graves Construction Group Services, Inc	X	NR

COMPANY NAME: Keystone Builders Inc

**BID FORM**

**PALISADES ELEMENTARY SCHOOL MODERNIZATION PROJECT**

**Palisades Elementary School**

**26462 Via Sacramento, Capistrano Beach, CA 92624**

**Bid No. 1819-17**

**FOR**

**Capistrano Unified School District**

**CONTRACTOR  
NAME:**

Keystone Builders Inc

**ADDRESS:**

4212 E La Palma Ave Anaheim CA 92807

**TELEPHONE:**

( 7 1 4 ) 5 7 2 - 1 1 2 3

**FAX:**

( 7 1 4 ) 5 7 2 - 1 1 2 0

**EMAIL**

KarimMakarehchi@KeystoneBuilders.Biz

COMPANY NAME: Keystone Builders Inc

TO: Capistrano Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. 1819-17

Palisades Elementary School Modernization Project

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
<u>1</u>	<u>2</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. A. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

THREE MILLION NINE HUNDRED NINETY SIX THOUSAND DOLLARS  
~~THREE MILLION EIGHT HUNDRED NINETY SIX THOUSAND DOLLARS~~  
DOLLARS 3,996,000.<sup>00</sup> NO CENTS  
(\$ ~~3,896,000.00~~)

4. ALTERNATE BIDS: There shall be no alternate bids on this project.

5. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, rain days, and the requisite time to complete the punch list.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

7. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

8. The required List of Designated Subcontractors is attached hereto.

9. The required Non-Collusion Declaration is attached hereto.

10. The Substitution Request Form, if applicable, is attached hereto.

11. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

12. The names of all persons interested in the foregoing proposal as principals are as follows:

Karim Makarehchi Being Founder of Keystone Builders and retaining 100% Ownership is the Sole  
Director, Chairman, President, Secretary and Being All Officers.

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

13. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

14. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 951489

License Expiration Date: 08-31-2020

Name on License: Keystone Builders Inc

Class of License: B - General

DIR Registration Number: 1000004916

If the bidder is a joint venture, each member of the joint venture must include the above information.

15. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

16. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions (if any), Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and

agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

17. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

a. Intentionally or with reckless disregard, violated any term of a contract with the District;

b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;

c. Committed an act or offense which indicates a lack of business integrity or business honesty; or

d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

18. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Keystone Builders Inc  
Proper Name of Company

Karim Makarehchi, President  
Name of Bidder Representative

4212 E La Palma Ave  
Street Address

Anaheim CA 92807  
City, State, and Zip

( 7 1 4 ) 5 7 2 - 1 1 2 3  
Phone Number

( 7 1 4 ) 5 7 2 - 1 1 2 0  
Fax Number

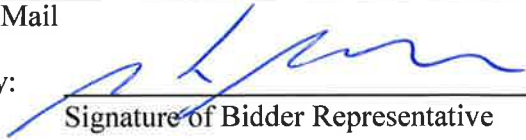


COMPANY NAME: Keystone Builders Inc.

KarimMakarehchi@KeystoneBuilders.Biz

E-Mail

By:

  
Signature of Bidder Representative

Date: 03-21-2019

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

COMPANY NAME: Keystone Builders Inc

SubList Page 1

**DESIGNATION OF SUBCONTRACTORS FORM**

**ATTACHMENT NO. 1 TO BID FORM**

Description/Scope of Work	Name of Subcontractor	Location & Place of Business	License Number and Type*	E-Mail & Telephone*	DIR Registration Number*
ELECTRICAL	Mel Smith Electric Inc	Stanton, CA	394741		1000001784
LOW VOLTAGE SYSTEMS	Mel Smith Electric Inc	Stanton, CA	394741		1000001784
FIRE ALARM	JAM FIRE	Monrovia, CA	791060		1000005174
ASPHALT, PAVING & EARTHWORK	Williams Paving Corp	Los Angeles, CA	874917		1000015412
PLUMBING BUILDING					
PLUMBING FIRE HYDRANT	JPI Development Group Inc	Murrieta, CA	778930		1000000801
PLUMBING SITE UTILITY					

Bid No. 1819-17 Palisades ES Modernization Project  
Capistrano Unified School District

Designation of Subcontractors Form  
Page 28

COMPANY NAME: Keystone Builders Inc

SubList Page 2

**DESIGNATION OF SUBCONTRACTORS FORM**

**ATTACHMENT NO. 1 TO BID FORM**

Description/Scope of Work	Name of Subcontractor	Location & Place of Business	License Number and Type*	E-Mail & Telephone*	DIR Registration Number*
HVAC & CONTROL	Chapman Air Systems DBA W R Robbins Co.	Oceanside, CA	890971		1000004711
DEMO	Quality Environmental <del>Precision Contracting</del>	Santa Fe Springs, CA <del>Anaheim, CA</del>	876494		1000001511
PAINT	Quad County Painting	La Habra CA	889680		1000014218

Bid No. 1819-17 Palisades ES Modernization Project  
Capistrano Unified School District

Designation of Subcontractors Form  
Page 28

COMPANY NAME: Keystone Builders Inc

SubList Page 3

**DESIGNATION OF SUBCONTRACTORS FORM**

**ATTACHMENT NO. 1 TO BID FORM**

Description/Scope of Work	Name of Subcontractor	Location & Place of Business	License Number and Type*	E-Mail & Telephone*	DIR Registration Number*
CONCRETE	Civil Works Corp	Bellflower, CA	646315		1000002876
SIGNAGE	H Toji TOSHARON	Lakewood CA	635998		1000012042
TOILET PARTITIONS & ACCESSORIES	Penner Partitions	Anaheim, CA	924223		1000004040

Bid No. 1819-17 Palisades ES Modernization Project  
Capistrano Unified School District

Designation of Subcontractors Form  
Page 28

COMPANY NAME: Keystone Builders Inc

SubList Page 4

**DESIGNATION OF SUBCONTRACTORS FORM**

**ATTACHMENT NO. 1 TO BID FORM**

Description/Scope of Work	Name of Subcontractor	Location & Place of Business	License Number and Type*	E-Mail & Telephone*	DIR Registration Number*
LANDSCAPE	<del>Westside Builders Inc</del> <u>Premier West Landscaping Inc.</u>	<del>Porter Ranch / Northridge CA</del> <u>WANAHA CA</u>	<del>984181</del> <u>997853</u>		<del>1000039185</del> <u>1000030583</u>
CERAMIC TILE	Westside Builders	Porter Ranch / Northridge, CA	984181		1000039185
ROOFING, SHEET METAL	<del>Westside Builders</del> <u>Commercial Roofing Systems Inc.</u>	<del>Porter Ranch / Northridge CA</del> <u>ARCADIA CA</u>	<del>984181</del> <u>591222</u>		<del>1000000838</del>
FRAMING	Westside Builders Inc	Porter Ranch / Northridge CA	<u>984181</u>		1000039185

Bid No. 1819-17 Palisades ES Modernization Project  
Capistrano Unified School District

Designation of Subcontractors Form  
Page 28

COMPANY NAME: Keystone Builders Inc.

Description/Scope of Work	Name of Subcontractor	Location & Place of Business	License Number and Type*	E-Mail & Telephone*	DIR Registration Number*

\* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of

Bidder:

Keystone Builders Inc

Date:

03-21-2019

Name:

Karim Makarehchi, President

Signature of Bidder

Representative:

Address:

4212 E La Palma Ave Anaheim CA 92807

Phone:

714-572-1123

Bid No. 1819-17 Palisades ES Modernization Project  
Capistrano Unified School District

Designation of Subcontractors Form  
Page 29

### CHECKLIST OF MANDATORY BID FORMS

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☒ Bid Form *IN FRONT of this page*
- ☒ Designation of Subcontractors Form *IN FRONT of this page*
- ☒ Bid Bond (or Bid Guarantee Form if Security is Other Than Bid Bond)
- ☒ Contractor's Certificate Regarding Workers' Compensation
- ☒ Non-Collusion Declaration
- ☒ Substitution Request Form (If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- ☒ Acknowledgment of Bidding Practices Regarding Indemnity
- ☒ DVBE Participation Statement
- ☒ Site Visit Certification
- ☒ References

**BID BOND FORM****ATTACHMENT NO. 2 TO BID FORM**

KNOW ALL MEN BY THESE PRESENT that we,\* the undersigned, (hereafter called "Principal"), and Old Republic Surety Company (hereafter called "Surety"), are hereby held and firmly bound unto the Capistrano Unified School District (hereafter called "District") in the sum of Ten Percent of Amount Bid (\$10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

\*Keystone Builders, Inc.

SIGNED this 20th day of March, 2019.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Bid No. 1819-17, Palisades Elementary School Modernization Project.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.



COMPANY NAME: Keystone Builders, Inc.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

Keystone Builders, Inc.

(Corporate Seal)

By



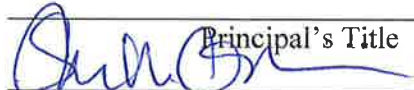
Principal's Signature

Karim Makarehchi, President

Typed or Printed Name

(Corporate Seal)

By



Principal's Title

Surety's Signature

Shaunna Rozelle Ostrom

Typed or Printed Name

Attorney-in-Fact

Title

Old Republic Surety Company

Surety's Name

14728 Pipeline Ave., Suite E, Chino, CA 91709

Surety's Address

(866) 611-9509

Surety's Phone Number

(Attached Attorney in Fact Certificate)

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On March 20, 2019 before me, Adrian Benkert-Langrell, Notary Public  
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

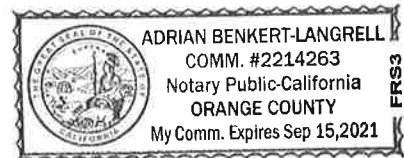
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
Adrian Benkert-Langrell

(Seal)





# OLD REPUBLIC SURETY COMPANY

Bond No. CSBA-10281

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DANIEL K. HUCKABAY, ARTURO AYALA, SHAUNNA ROZELLE OSTROM, FRANK MORONES, OF ORANGE, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED  
TWENTY MILLION DOLLARS (\$20,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

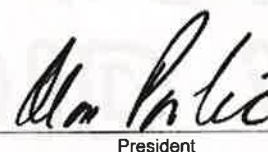
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14TH day of JANUARY, 2019.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary

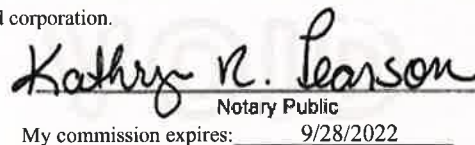


  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 14TH day of JANUARY, 2019, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 9/28/2022

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-7242

Signed and sealed at the City of Brookfield, WI this 20th day of March, 2019



  
Assistant Secretary

CSBA

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. Page 16 of 28

EXHIBIT #7

# ALL-PURPOSE NOTARY CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF Orange

On March 20, 2019 before me, Aurora Mora,  
(here insert name and title of the officer)

a Notary Public, personally appeared Karim Makarehchi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



(Notary Seal)

## OPTIONAL ENTRIES

Title or Type of Document: \_\_\_\_\_

Name of Other Party(ies) Involved: \_\_\_\_\_

Date of Document: \_\_\_\_\_ No. of Pages: \_\_\_\_\_ Type of ID. Used: \_\_\_\_\_

Company Represented: \_\_\_\_\_ Officer's Title: \_\_\_\_\_



COMPANY NAME: Keystone Builders Inc

**BID GUARANTEE FORM**

**(Use only when not using a Bid Bond)**

See Attached  
Bid Bond

**ATTACHMENT NO. 2 TO BID FORM**

Accompanying this proposal is a cashier's check payable to the order of the Capistrano Unified School District or a certified check payable to the order of the Capistrano Unified School District in an amount equal to ten percent (10%) of the base bid and alternates (\$\_\_\_\_\_).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

  
\_\_\_\_\_  
Bidder

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**  
**FORM****ATTACHMENT NO. 3 TO BID FORM**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

  
(Signature)

Karim Makarehchi, President  
(Print)

03-21-2019  
(Date)

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

**NON-COLLUSION DECLARATION**

**ATTACHMENT NO. 4 TO BID FORM**

The undersigned declares:

I am the President [Title] of Keystone Builders Inc  
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 03-21-2019  
[Date], at Anaheim [City], California [State].

Signed: 

Typed Name: Karim Makarehchi, President

**REQUEST FOR SUBSTITUTION AT TIME OF BID****ATTACHMENT NO. 5 TO BID FORM**

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not “an/or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied <sup>1</sup> (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.	No Substitutions Requested			Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny

<sup>1</sup> Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.



10.				Yes	No	Grant	Deny
11.				Yes	No	Grant	Deny
12.				Yes	No	Grant	Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request.

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to the General Conditions and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under the General Conditions if the Contractor is awarded the Project.

COMPANY NAME: Keystone Builders Inc

Name of Bidder: Keystone Builders Inc

By:  || Karim Makarehchi, President

District: \_\_\_\_\_

By: \_\_\_\_\_

**ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM**

**ATTACHMENT NO. 6 TO BID FORM**

TO: Capistrano Unified School District

RE: Project / Bid Number 1819-17

Construction Contract for Palisades ES Modernization

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all Contractor's subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

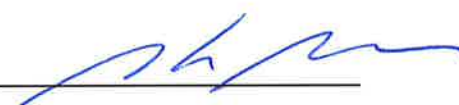
This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Keystone Builders Inc

Contracting Party

Karim Makarehchi, President

Name of Agent/Title



COMPANY NAME: Keystone Builders Inc

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION**  
**STATEMENT AT TIME OF BID**

**ATTACHMENT NO. 7 TO BID FORM**

Each bidder must complete this form in order to comply with the Capistrano Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Project Name: Palisades ES Modernization

Bid No.: 1819-17

DSA No.: 04-116446

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers.

**Check only one of the following:**

- ☒ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.
- ☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which represents approximately \_\_\_\_\_ percent (\_\_\_\_%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: Keystone Builders Inc

Name: Karim Makarehchi

Title: President

Signature: 

Date: 03-20-2019

COMPANY NAME: Keystone Builders Inc.

**SITE VISIT CERTIFICATION**

**ATTACHMENT NO. 8 TO BID FORM**

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions of the Project site, as well as those relating to construction and labor of the Project, and I fully understand the facilities, difficulties, and restrictions which may impact the total and adequate completion of the Project.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I agree to fully defend, indemnify and hold harmless the DISTRICT, Architect, Inspectors, Construction Manager (if any), and their directors, officers, employees, agents and volunteers from any damages, costs, expenses, or omissions related to conditions that could or should have been identified during my visit to the site.

Signature of Bidder: \_\_\_\_\_



Typed Name of Bidder: Karim Makarehchi, President

State of California

County of Orange

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME on this 21st day of March, 20 19, by Karim Makarehchi

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)



\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

May 18, 2020  
(Expiration Date)

**REFERENCES**

**ATTACHMENT NO. 9 TO BID FORM**

1. The DISTRICT expressly reserves the right to reject the proposal of any Bidder who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Bidder is “non-responsible” and poses a substantial risk of being unable to supply the material, equipment, or services to complete the work in a cost-effective, professional and timely manner. The Bidder must complete and submit the attached form; failure to do so may be sufficient cause for the DISTRICT to reject the Bidder’s bid as non-responsive.

2. In performing the above-described responsibility determination, the DISTRICT reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Bidder has previously supplied material or performed work, reference checks and examination of all public records.

3. The Bidder must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. The Bidder shall furnish the names, current phone numbers, addresses, points of contact, and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Capistrano Unified School District.

4. Failure to furnish the references (*in the complete format required*) may cause your proposal to be rejected as non-responsive.

5. EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for X Y Z Unified School District
- (b) Phone # (222) 123-4567
- (c) 999 Holly Drive, L. A., CA 92000
- (d) Contact: J. Q. Jones III at above #

6. Reference #1

District or Entity: Centinela Valley Union High School District - HHS Woodshop

Phone No.: M 714-656-7015

Address: 604 N Eckhoff Street Orange CA, 92868

Name of Contact: Michael Clem Project Manager TELACU Construction Management

Reference #2

District or Entity: Lennox School District - Multiple Projects

Phone No.: 310-695-4092

Address: 10319 Firmona Ave. Lennox, CA 90304

Name of Contact: Carlos Avalos, Facilities Director Lennox School District

Reference #3

District or Entity: Lennox School District - Jefferson ES & Buford ES Sound Attenuation

Phone No.: (916) 619-9060

Address: Sundt Construction: 2850 Gateway Oaks Drive Suite 450 Sacramento, CA 95833

Name of Contact: Don Speedie, Project Manager TELACU (formerly) now of Sundt

Reference #4

District or Entity: Centinela Valley Union High School District - HHS New Classrooms

Phone No.: M 323.855.6013

Address: 604 N Eckhoff Street Orange CA, 92868

Name of Contact: Scott Lansdown, Project Manager TELACU Construction Management


Reference #5

District or Entity: CSDA Architects - Jefferson ES Sound Attenuation

Phone No.: 310-301-4776

Address: 889 N Douglas St Suite 100, El Segundo, CA 90245

Name of Contact: Juan Pinedo Architect || CSDA Architects

By:   
Signature of Bidder

03-21-2019  
Date

## **AGREEMENT**

**THIS AGREEMENT**, entered into this 26<sup>th</sup> day of April, 2019 in the County of Orange of the State of California, by and between the Capistrano Unified School District, hereinafter called the "District", and Keystone Builders, Incorporated, hereinafter called the "Contractor".

**WITNESSETH** that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with BID NO. 1819-17 PALISADES ELEMENTARY SCHOOL MODERNIZATION PROJECT ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The District may give notice to proceed within ten (10) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall complete the Project (See Article 47) of the work within sixty-one (61) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract Time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the



work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of TWO THOUSAND DOLLARS (\$2,000) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

**ARTICLE 4 - CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of THREE MILLION NINE HUNDRED NINETY SIX THOUSAND DOLLARS (\$3,996,000.00), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids  
Instructions to Bidders  
Bid Form  
Designation of Subcontractors  
Bid Bond  
Bid Guarantee Form  
Contractor's Certificate Regarding Worker's Compensation  
Non-Collusion Declaration  
Substitution Request Form  
Acknowledgment of Bidding Practices Regarding Indemnity  
DVBE Participation Statement  
Site Visit Certification  
References  
Form Agreement  
Payment Bond  
Performance Bond  
Contractor's Certificate Regarding Drug-Free Workplace  
Contractor's Certificate Regarding Alcohol and Tobacco  
Guarantee  
Contractor DVBE Close-Out Statement  
Escrow Agreement for Security Deposit In Lieu of Retention  
Insurance Documents and Endorsements  
Contractor's Certificate Regarding Background Checks  
General Conditions  
Supplementary and Special Conditions (if any)  
Specifications  
All Addenda as Issued  
Drawings/Plans

All of the above named Contract Documents are intended to be complementary. work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Capistrano Unified School District

CONTRACTOR:

By: Lynh N. Rust

Karim Makarehchi  
Typed or Printed Name

Executive Director, Contracts & Purchasing  
Title

President  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Board Approval Date: April 25, 2019

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Title (Authorized Officers or Agents)

\_\_\_\_\_  
Signature

**(CORPORATE SEAL)**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Prepared by: Ryan Carter, Executive Director, Construction, Maintenance and Operations

Date: April 25, 2019

Board Item: Change Order No. 2, Resolution No. 1718-28, Energy Service Contract – REC Solar

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**HISTORY**

The solar feasibility study in July 2017 estimated the solar project budget at \$23.4 million. The District received 13 proposals from solar vendors and all 13 proposed project costs were below the budget. The Board of Trustees approved Resolution No. 1718-28 on December 6, 2017 to award an energy service contract to REC Solar. The contract amount was a total purchase cost of \$18,372,631 including capital cost, performance guarantee, and operation and maintenance.

**BACKGROUND INFORMATION**

On July 26, 2017, the Board received an information presentation from ARC Alternatives on the results of the solar feasibility study. On October 11, 2017, the Board received an information presentation from Government Financial Strategies, the District's financial advisor, on Clean Renewable Energy Bonds and the financing process. On November 8, 2017, the Board received an information presentation from ARC Alternatives on the status of the Request for Proposals to solar vendors, preliminary results, and the proposed process and timeline leading up to Board consideration of a solar vendor.

The Board approved Change Order No. 1 in the amount of \$672,580.26 to Resolution No. 1718-28 at the October 10, 2018 Board meeting. This change order contained items related to governmental tariffs implemented as it impacted the cost of the solar panels for the project. This increase was anticipated and is accounted for in the contract. Staff budgeted for a \$0.15/watt increase and was able to obtain the panels at a \$0.09/watt increase.

**CURRENT CONSIDERATIONS**

Change Order No. 2 is related to the District's request to help expedite the construction for the Districtwide solar installation projects at four sites: San Clemente High School, Dana Hills High School, Tesoro High School, and Aliso Niguel High School. The District asked the contractor to escalate the schedule and perform the foundation drill, column set and foundation pour at San Clemente High School to help utilize the limited resources available in the industry at this time and ensure minimal impact to the summer school projects. This change order consists of additions, deletions, or other revisions that are now being presented to the Board for approval.

All such changes in the work are performed under applicable conditions of the change in contract documents.

### **FINANCIAL IMPLICATIONS**

The financial implications related to this agenda item are detailed in the attached exhibit for Change Order No. 2 to Resolution No. 1718-28 in the amount of \$12,528.25 bringing the total project cost up from \$18,236,240.26 to \$18,248,768.51. With this change order, the project continues to remain under budget.

### **STAFF RECOMMENDATION**

It is recommended the Board approve Change Order No. 2 to Resolution No. 1718-28, Energy Service Contract – REC Solar Project.

**PREPARED BY:** Ryan Carter, Executive Director, Construction, Maintenance and Operations

**APPROVED BY:** Clark Hampton, Deputy Superintendent, Business and Support Services



# CONSTRUCTION DEPARTMENT

## CHANGE ORDER

**NO. 2**
**PROJECT:**

Photovoltaic Systems (Solar Project)  
Summer 2018  
DIR Project ID#235229  
PO#L68A0458

**OWNER:**

Capistrano Unified School District

**RES. NUMBER:**

1718-28

**DATE:**

3/7/2019

**CONTRACTOR:**

REC Solar Commercial Corporation  
3450 Broad St., Suite 105  
San Luis Obispo, CA 93401

ITEM NO.	DESCRIPTION	WORK ORDER	AMOUNT
1	Additional costs for accelerated schedule to drill, set, and pour during Capistrano USD Spring Recess week of 4/1/2019 with fence setup and sit preparation on Saturday, 3/30/2019, and demobilization on Saturday, 4/6/2019.	2	\$ 12,528.25

**TOTAL AMOUNT: \$ 12,528.25**

The proposed change does **NOT** affect the final completion date required by the contract.

The proposed change will **DECREASE** the final completion date by \_\_\_\_\_ calendar days.

The proposed change will **INCREASE** the final completion date by \_\_\_\_\_ calendar days.

Structural Change

Non- Structural Change

Non-Fire / Life & Safety / Access Compliance Change

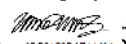
The original contract sum was:	\$ 17,563,660.00
Net Changes by previously authorized change orders:	\$ 672,580.26
The contract sum prior to this change order was:	\$ 18,236,240.26
The contract sum will be changed by this change order in the amount of:	\$ 12,528.25
<b>New Contract Sum Including This Request for Change Order</b>	<b>\$ 18,248,768.51</b>

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this change order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This change order is hereby agreed to, accepted, and approved, all in accordance with the General Conditions of the Contract Documents.

**This change order is not valid until signed by the Contractor, CM and Owner.**

**CONTRACTOR**


REC Solar Commercial Group  
3450 Broad St., Suite 105  
San Luis Obispo, CA 93401

By:   
Date: 3/11/2019

Does Signed by:  
  
3/11/2019

**CONST. MANAGER**

TELACU Construction Management  
604 N. Eckoff Street  
Orange, CA 92868

By:   
Date: 8 March 2019

**OWNER**

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

By:   
Date: 3/13/19



# Change Order Log



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

<b>Project:</b> Design Installation and Commissioning of Solar Photovoltaic Systems No. 17181200	
<b>Original Contract Value:</b>	\$ 17,563,660.00
<b>Current Contract Value:</b>	\$ 18,248,768.51

Change Order Summary			
	Code	Percent Change	Amount
Scope Change	SC	0.1%	\$ 12,528.25
Value Engineering	VE	0.0%	\$ -
Unforeseen Conditions	UC	3.8%	\$ 672,580.26
Code Requirements	CR	0.0%	\$ -
Errors & Omissions	EO	0.0%	\$ -
<b>Total Approved Amount</b>		<b>3.9%</b>	<b>\$685,108.51</b>

Change Order No.	Board Approval Date	Work Order No.	Subject	Status	Change Order Code	Amount
01	10/10/2018	001	8/24/2018 Solar Panel Module Tariff Increase	Approved	UC	\$ 672,580.26
<b>Change Order 01 Total</b>						<b>\$672,580.26</b>
02	4/25/2019	002	2/28/2019 Expedite drill set pour at San Clemente High School	Pending	SC	\$ 12,528.25
<b>Change Order 02 Total</b>						<b>\$12,528.25</b>
						<b>\$ 685,108.51</b>



**50**  
YEARS  
1968 • 2018

**Owner:** Capistrano Unified School District  
**Site:** Aliso Niguel HS, Capistrano Valley HS, Dana Hills HS, San Clemente HS, San Juan Hills HS, Tesoro HS, District Office  
**Project:** Solar Photovoltaic Systems  
**Architect:** REC Solar

## Work Order

**No. 002**

Subject: Work Order - Structural Steel Framing

Date: 2/28/19

**To**

Name: **David Ott**

Company: REC Solar

**From**

Name: **Jim S. Burlew**

Company: Telacu Construction Management

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

### Description of Proposal

Additional costs for accelerated schedule to drill, set, and pour during Capistrano USD Spring Recess week of 4/1/2019 with fence setup and site preparation Saturday 3/30/19, and demobilization Saturday 4/6.

Item No.	Item Description	Amount
01-051200	Structural Steel Framing	\$ 12,528.25

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

**Cost:**

**GRAND TOTAL \$ 12,528.25**

- ☐ Lump Sum  
☐ Time and Material  
☒ Per Contract Unit Price

**Time:**

- ☒ No Change  
☐ Time Impact Unknown  
☐ Contract Completion Impacted \_\_\_\_\_ Calendar Days  
☐ Will not change completion date but is expected to impact specific CPM Activities

Activity No. \_\_\_\_\_ Calendar Days \_\_\_\_\_

To be reviewed in accordance with the Contractor's weekly and monthly schedule updates

Name	Signature	Date
CUSD - Ryan Carter		3/1/19
Construction Manager		2/28/2019
Design Build Contractor		2/28/2019
Inspector of Record		2-28-19

**ENGINEERING PROCUREMENT AND CONSTRUCTION AGREEMENT  
REQUEST FOR CHANGE ORDER**

---

Request for Change Order No. 17

**PARTIES/PROJECT/SITE INFORMATION**

Project: (Name and Address) Capistrano USD Solar Photovoltaics Systems, No. 17181200 San Clemente HS	REC Solar Project Number:  33830900
Contractor: <b>REC Solar Commercial Corporation</b> Attn: Contracts Administration cc: Project Manager 3450 Broad Street, Suite 105 San Luis Obispo, CA 93401 Email: <a href="mailto:pmname@recsolar.com">pmname@recsolar.com</a> Project Manager:	Customer: (Notice Name & Address) Capistrano Unified School District Ryan J. Carter Executive Director, Construction, M & O

**Proposed Change Order Description**

For the Engineering, Procurement and Construction Contract dated March 15, 2018, we are herein requesting the following change(s):

San Clemente High School – Additional costs for accelerated schedule to drill, set, and pour during Capistrano USD Spring Recess week of 4/1/2019 with fence setup and site preparation Saturday 3/30/19, and demobilization Saturday 4/6.

Structural Cost Changes:

- Labor =	\$ 500.00
- Equipment	\$ 1,627.00
- Drill Rig Mobilization =	\$ 710.00
- Markup =	\$ 425.00

Electrical Cost Changes:

- Labor =	\$ 3,682.64
- Fencing (Saturday Setup/De-Mob) =	\$ 3,873.87
- Markup =	\$ 570.81

REC Mark Up (10%) = \$ 1,138.93

Total Additional Costs = \$ 12,528.25

Client Signature indicating Acceptance of this Request for Change Order: \_\_\_\_\_  
Title: \_\_\_\_\_

---

No work will begin on the above noted changes until agreed upon via executed contract change order. Upon written approval to this change order request, REC Solar will proceed with drafting or coordinating the drafting of a change order document adjusting the Agreement to reflect the request accordingly.



## Change Order FRONT SHEET

674 Rancheros Drive  
San Marcos, CA 92069

### SUMMARY

**Project Name / #:** Capistrano USD - Capistrano Valley HS  
**Project Customer:** REC Solar  
**Customer PM:** Kris Almonte  
**M Bar C PM:** Jordan Saddington

**CO #:** 4  
**Revision #:** 1  
**Date:** 2/13/2019

#### Description of Change:

Mobilize to drill, set, and pour during spring break at San Clemente HS. This includes travel for (2) 5-man crews, an additional (1) equipment packages for the crews, and (1) additional drill rig mobilizations needed to complete drilling (48) foundations.

#### M BAR C SCOPE

A	Labor	\$ 500.00	included in backsheet
B	Material	\$ -	included in backsheet
C	Equipment	\$ 1,627.00	included in backsheet
D	Misc Expense	\$ -	included in backsheet
E	Subtotal of M Bar C Scope (add lines A - D)		\$ 2,127.00

#### SUBCONTRACTOR SCOPE

F	Labor	\$ -	included in backsheet
G	Material	\$ -	included in backsheet
H	Equipment	\$ 710.00	included in backsheet
I	Misc Expense	\$ -	included in backsheet
J	Subtotal of Subcontractor Scope (add lines F - I)		\$ 710.00

K	Subtotal of Change Order Scope Costs (add lines E + J)		\$ 2,837.00
L	Markup: 15%		\$ 425.55
M	Bond Premium: 0%		\$ -

N	Total Change Order Value (add lines K + L + M)		\$ 3,262.55
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Time extension request: 0 day(s)

**STATUS:** ☐ Completed Work ☐ Work In Progress ☒ Work On Hold Pending NTP

**APPROVER DECISION:** ☐ Approved ☐ Approved Per Revisions ☐ Rejected ☐ Deferred

Approver Signature

Title

Date

Printed Name



Revision #: 1



10623 Fulton Wells Avenue  
Santa Fe Springs, CA 90670  
Telephone: 562-946-0700  
Fax: 562-946-0701

## CHANGE ORDER REQUEST

### REC Solar

Attn.: Kris Almonte  
3450 Broad St. Suite 105  
San Luis Obispo, CA 93401  
Telephone: (805) 477-3970  
E-mail: kalmonte@recsolar.com

CCN# 23 - SCHS STRUCTURAL MOBILIZATION  
Date: 2/19/2019  
Project Name: REC Capistrano USD  
Project Number: 180916.02  
Page Number: 1

### Description of Work:

San Clemente High School - Structural Work Mobilization

Per the request of REC, CSI has compiled the costs required for an added mobilization to perform the structural work at San Clemente High School, including column conduit stub-outs and structure grounding. The price includes a new mobilization for the fencing subcontractor, including setup and takedown on a Saturday. Removal of existing light poles and bollards is not scheduled to occur at this time. An allowance of \$500 is included for the lighting circuit repair, in the event parking lot lighting is damaged during the structural work.

This proposal is valid for a period of 30 days.

If you have any questions, or if the above scope does not agree with your interpretation of the scope, plans and specifications, please call me at your earliest convenience.

Please provide CSI with a Change Order for the amount below at your earliest convenience.

Pricing of this work is limited to the scope of work defined above. This pricing does not include costs related to differing site conditions, unforeseen delays in prosecuting the work, interference by other trades, performing the scope during non-standard working hours at overtime or premium rates, nor performing work not specifically identified or related to the specific scope of "electrical" work defined above. We reserve the right to correct this quote for errors and omissions.

### Summary

GENERAL FOREMAN	(16.00 Hrs @ \$90.63)	1,450.08
ELECTRICIAN	(16.00 Hrs @ \$77.51)	1,240.16
GENERAL FOREMAN - Overtime	(8.00 Hrs @ \$124.05)	992.40
<b>Total Labor</b>		<b>3,682.64</b>
Overhead	(@ 10.000 %)	368.26
Markup	(@ 5.000 %)	202.55
Fencing Subcontractor		3,873.87
Lighting Circuit Repair Allowance		500.00
<b>Final Amount</b>		<b>\$8,627.32</b>

APPROVED BY:

ORIGINAL

**CHANGE ORDER REQUEST**  
**CSI Electrical Contractors, Inc.**  
10623 Fulton Wells Avenue  
Santa Fe Springs, CA 90670

**CCN#**  
**Date:**  
**Project Name:**  
**Project Number:**  
**Page Number:**

**23 - SCHS STRUCTURAL MOBILIZATION**  
2/19/2019  
REC Capistrano USD  
180916.02  
2

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

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

NOTE: We will not proceed until signed by an Authorized Company Representative

**ORIGINAL**

#### MBarC

- We will pay each guy working on the site travel pay to drive up to the site. We then pay them subsistence for the duration of the project which covers food and hotel. At the end of the project we pay them travel again to return home. That is a typical and standard one mobilization for a site. Any time that we de-mobilize and return to the same site at a later date we are required by the state to pay travel again (back to the site and home from the site). In the case of San Clemente HS, we are being asked to mobilize (2) crews (10 guys) on 4/1 then return on 6/3 with (1) crew. Our original bid included a mobilization of (1) crew to site which we will be doing on 6/3, so the only additional cost for travel is to mobilize the (2) crews on 4/1 which is reflected on the change order.

#### CSI

- The original bid includes approximately 48 man-hours for the column conduit stub outs and structure grounding. For this mobilization, we anticipate needing a crew of two on site for the whole week, so 80 man-hours, or an additional 32 hours required.
- The additional time will be spent receiving, moving, and staging a small shipment of material, instead of having it as part of a large material shipment, which will still have to be done at a later date. There will also be anticipated down time. For work like this, it is likely that a particular column will be ready for us to stub out and/or ground, but then there will be a couple hours before another column is ready. Normally, we would focus on other activities during this time, but that will not be the case here as other work will not be available. It is also unrealistic to have a crew move to another site for a short time only to need to return later that day.
- The 8 hours of foreman overtime is for the Saturday setup and takedown of the site fencing. I've included 4 hours for each day.



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Prepared by: Ryan Carter, Executive Director, Construction, Maintenance and Operations

Date: April 25, 2019

Board Item: Filing a Notice of Exemption for the Ambuehl Elementary School Modernization Project

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**HISTORY**

In order to best determine the needs of its facilities, the District undertook an extensive facilities condition assessment (Kitchell Report) Districtwide starting with Ambuehl Elementary School as a case study. As part of the Ambuehl Elementary School case study, in addition to the needs assessment, outreach efforts were conducted to identify additional needs to the school. District staff along with the District architect met with Ambuehl Elementary School teachers, staff, Parent Teacher Association, site council and community members to discuss the future modernization project. The purpose of the meetings was to gather input on concerns with the existing facilities and obtain ideas and suggestions for improvement of Ambuehl Elementary School facilities. During the meeting, District staff reviewed the Facilities Condition Assessment along with the proposed \$5.8 million budget with state modernization eligibility of up to \$3.2 million. The \$3.2 million state modernization money would not be considered part of this project and would be used in the future once received from the state.

**BACKGROUND INFORMATION**

The HMC Architectural Agreement for the Ambuehl Elementary School Modernization Project was Board approved on May 23, 2018. The proposed project scope of work includes the modernization of the main administration/library building, safety and access compliance improvements to the play structures, perimeter site fencing to help improve a secure campus and select Priority 1 items listed in the Facility Condition Report. The project is scheduled to take place over the summer of 2019.

**CURRENT CONSIDERATIONS**

The project is exempt from further environmental review under the requirements of the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) because it is consistent with Class 2, Replacement or Reconstruction Guidelines (CEQA Guidelines § 15302).

The project is limited to the renovation to the existing campus with no new construction and without increasing student enrollment. Renovations encompass replacement of hardscape, landscape, and play equipment; and installation of a new fence, and main building interior

renovations. Replacement of existing facilities would be in the same location and would have the same purpose as the items replaced.

**FINANCIAL IMPLICATIONS**

There is no financial impact for filing a Notice of Exemption.

**STAFF RECOMMENDATION**

It is recommended the Board approve to file a Notice of Exemption for the Ambuehl Elementary School Modernization Project.

**PREPARED BY:** Ryan Carter, Executive Director, Construction, Maintenance and Operations

**APPROVED BY:** Clark Hampton, Deputy Superintendent, Business and Support Services

## NOTICE OF EXEMPTION

To: ☒ Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

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

☒ County Clerk  
County of Orange  
12 Civic Center Plaza, Room 101  
Santa Ana, CA 92701

Ambuehl Elementary School Renovation Project  
Project Title

28001 San Juan Creek Rd  
Project Location - Specific

San Juan Capistrano  
Project Location – City

Orange  
Project Location – County

The proposed project consists of the renovation of the main building interior; various site improvements, including replacement of hardscape, landscape, and play equipment; and erect a new fence.  
Description of Nature, Purpose, and Beneficiaries of Project

Capistrano Unified School District  
Name of Public Agency Approving Project

Capistrano Unified School District  
Name of Person or Agency Carrying Out Project

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class 2, CCR §15002, Replacement or Reconstruction
- ☐ Statutory Exemptions. State code number: \_\_\_\_\_

The project involves the renovation of main campus building and the various site improvements; replacement of hardscape, landscape, play equipment in the rear and front of the school, and a new fence on part of the campus property adjacent to Tutor Time. The project involves no expansion of existing school use. Replacement of existing facilities would be in the same location and would have the same purpose as the items replaced. Therefore, project would be exempt from CEQA under Section 15302. The proposed project was also reviewed for possible exceptions under Section 15300.2 and found that the exceptions do not apply. See Attachment to Notice of Exemption for further explanation of the evaluation.

---

Reasons why project is exempt

Ryan Carter, Director of Construction

949.234.9596

Lead Agency Contact Person:

Area Code/Telephone/Extension:

**If filed by applicant:**

1. Attach certified document of exemption findings

2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for  
Filing at OPR: \_\_\_\_\_

**Attachment to Notice of Exemption**  
**HAROLD AMBUEHL ELEMENTARY SCHOOL RENOVATION**  
**Capistrano Unified School District**  
**SUPPLEMENTAL INFORMATION**

The Capistrano Unified School District (CUSD) proposes to modernize and upgrade facilities at Harold Ambuehl Elementary School. This supplemental information provides justification for the Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines under California Code of Regulations, Title 14 § 15302.

## **EXISTING CONDITIONS**

### **PROJECT LOCATION**

Ambuehl Elementary School is at 28001 San Juan Creek Road, San Juan Capistrano, Orange County. The campus is approximately 0.7 mile east of Interstate 5 (San Diego Freeway), and 1,820 feet south of State Route 74 (Ortega Highway (see Figure 1, *Regional Location* and Figure 2, *Local Vicinity*).

### **EXISTING CONDITIONS**

Ambuehl Elementary School is a Kindergarten through 5th grade public school with an enrollment 377 students according to the California Department of Education (CDE) (CDE 2018). The main school building sits at the center of the campus. The campus has a parking lot and drop-off/pick-up zone on the southern border along San Juan Creek Road. An asphalt playground and turf play field are on the east side, with portables buildings to the west of the main building.

### **SURROUNDING LAND USES**

The school is adjacent to the south of San Juan Creek, which consists of earthen bed and banks. South of the school campus is San Juan Creek Road and single-family residential; to the east is Tar Farms Stables equestrian facility; and to the west is the Church in San Juan Capistrano (see Figure 3, *Aerial Photograph*).

## **PROJECT DESCRIPTION**

The District proposes to 1) demolish and replace the asphalt and play equipment in the play yard north of the main building; 2) replace the turf landscaping north and south of the main building; 3) install a new fence; and 4) renovate the main building (see Figure 4, *School Improvements*). Construction would occur during summer break when students are not on campus.

## **REASONS WHY THE PROJECT IS EXEMPT**

The project is exempt from further environmental review under the requirements of the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) because it is consistent with Class 2, Replacement or Reconstruction as explained below.

- » **Class 2, Replacement or Reconstruction (CEQA Guidelines § 15302)** consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

The project is limited to the renovation of the existing campus with no new construction and without increasing student enrollment. Renovations encompass replacement of hardscape, landscape, and play equipment; and

installation of a new fence, and main building interior renovations. Replacement of existing facilities would be in the same location and would have the same purpose as the items replaced.

## REVIEW OF POSSIBLE EXCEPTIONS TO THE CATEGORICAL EXEMPTION

The project has been reviewed under CEQA Guidelines Section 15300.2 - Exceptions, for any characteristics or circumstances that might invalidate findings that the project is exempt from CEQA. Each exception is listed below followed by an assessment of whether that exception applies to the project.

- (a) **Location** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The project site is on an existing school campus surrounded by a developed community. The campus has buildings, asphalt hardcourts, concrete driveways and walkways, turf playfield, and ornamental landscaping. Due to the school's developed nature and frequent human disturbance, it does not contain any sensitive biological species or habitat. Additionally, there is no evidence of hazardous materials or substances (see section (e) below). The project would not affect habitat in the adjacent San Juan Creek. Therefore, this exception does not apply to the project.

- (b) **Cumulative Impact** All categorical exemptions are inapplicable when the cumulative impact of successive projects of the same type in the same place over time is significant.

Other District projects are currently underway; however, there are no other known successive projects—planned, approved, or under construction—of the same type at or near the school that when combined with the project would result in a cumulative environmental impact. This exception does not apply to the proposed project.

- (c) **Significant Effects** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The project site is on an operating elementary school campus and surrounded by development. There is no reasonable possibility that the project would have a significant effect on the environment due to unusual circumstances. The construction manager will execute construction per current local, state, and federal laws, regulations, construction Best Management Practices, District standards and guidelines. Operation of the elementary school would not change. Therefore, this exception does not apply to the proposed project.

- (d) **Scenic Highways** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.

There are no designated state scenic highways near the Ambuehl Elementary School campus. According to the California Department of Transportation (Caltrans) California Scenic Highway Mapping System,

the closest officially designated state scenic highway is State Route 91 (Riverside Freeway), approximately 27 miles north of the school.

The nearest eligible State scenic highway is State Route 74 (Ortega Highway) about 1,820 feet north of the school (Caltrans 2011). The project would not affect the eligible scenic highway due to distance and intervening development and topography obscuring the school from highway. Additionally, the project would not change the main visual elements of the campus in terms of their height and bulk. The project would not affect scenic resources along any officially designated or eligible scenic highways. Therefore, this exception does not apply to the proposed project.

- (e) **Hazardous Waste Sites** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

California Government Code Section 65962.5 requires the compiling of lists of the following types of hazardous materials sites: hazardous waste facilities subject to corrective action; hazardous waste discharges for which the State Water Quality Control Board has issued certain types of orders; public drinking water wells containing detectable levels of organic contaminants; underground storage tanks with reported unauthorized releases; and solid waste disposal facilities from which hazardous waste has migrated.

Five environmental databases were searched for hazardous materials site and within a quarter mile radius:

- » GeoTracker. State Water Resources Control Board (SWRCB 2015)
- » EnviroStor. Department of Toxic Substances Control (DTSC 2019)
- » EJScreen. US Environmental Protection Agency (USEPA 2018)
- » EnviroMapper. US Environmental Protection Agency (USEPA n.d.)
- » Solid Waste Information System. California Department of Resources Recycling and Recovery (CalRecycle 2019).

The school property is not identified on the any of the lists; therefore, the project site is not identified as a hazardous materials site pursuant to Government Code Section 65962.5 and the project would not create a hazard to the public. This exception does not apply to the proposed project.

- (f) **Historical Resources** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of historical resources. Under Public Resource Code § 21084.1, a historical resource is a resource listed in or determined to be eligible for listing in the California Register of Historical Resources. Additionally, historical resources included in a local register of historical resources are presumed to be historically or culturally significant, and a lead agency can determine whether the resource may be an historical resource.

Ambuehl Elementary School was built in 1977. There are no historic resources on the campus that are listed on the National Register of Historic Places (NPS n.d.), California Register of Historical Resources (OHP n.d.), or as a California Historical Landmark (OHP n.d.). Project implementation would not cause significant impacts to historical resources, and the historical resources exception would not apply to this project site.

## 5. CONCLUSION

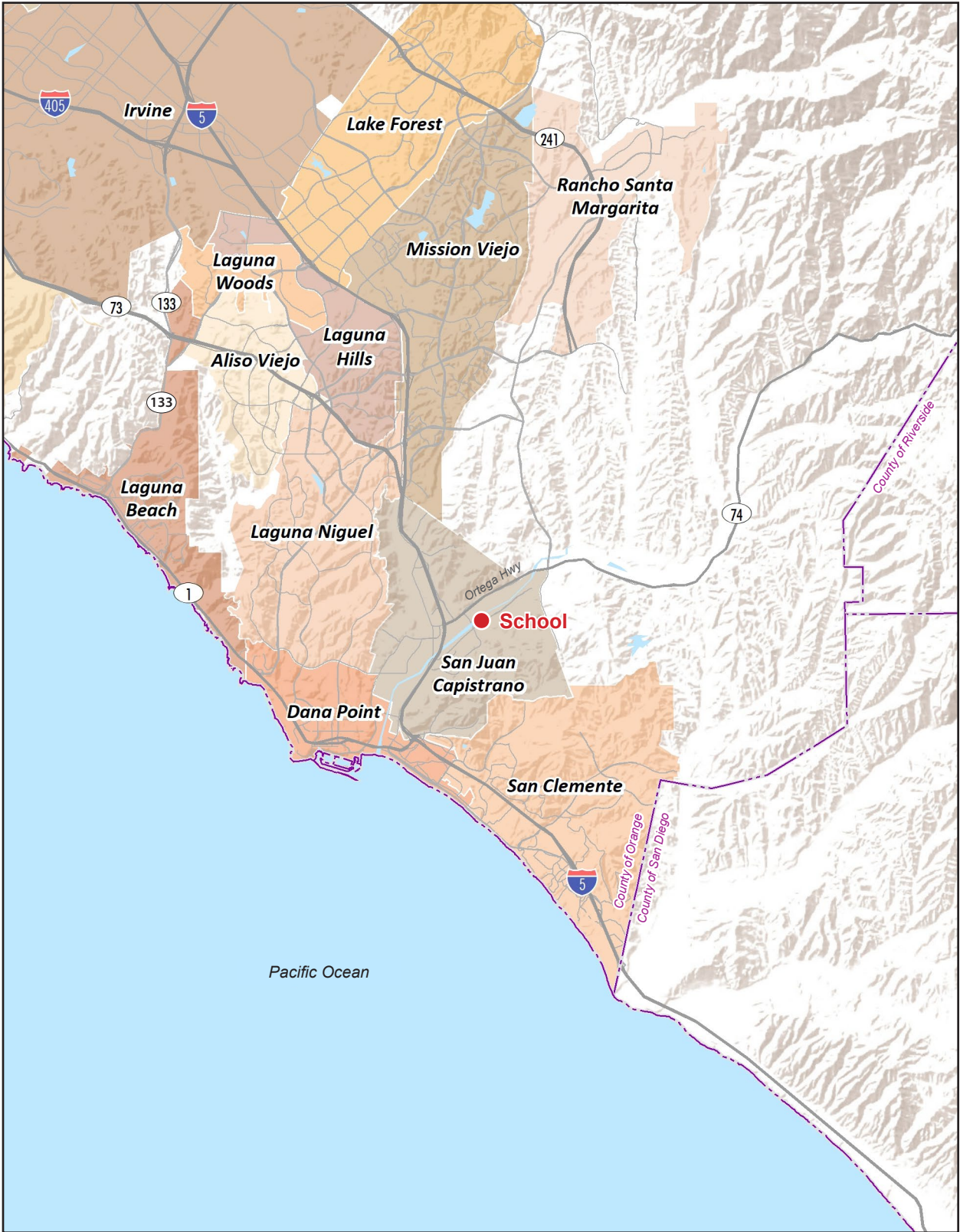
The proposed project at Ambuehl Elementary School is exempt from CEQA review pursuant to CEQA Guidelines Section 15302. As substantiated in this document, the proposed project would not meet the conditions specified in § 15300.2 - Exceptions, of the CEQA Guidelines, and the project is categorically exempt under Class 2.

## 6. REFERENCES

- California Department of Education (CDE). 2018. DataQuest. Enrollment Report. 2017-18 Enrollment by Grade. Ambuehl Elementary Report (30-66464-6097398).  
<https://data1.cde.ca.gov/dataquest/dqcensus/EnrGrdLevels.aspx?cds=30664646097398&agglevel=school&year=2017-18>
- California Department of Resources Recycling and Recovery (CalRecycle). 2019 (mod.). SWIS Facticity/Site Search.  
<https://www2.calrecycle.ca.gov/SWFacilities/Directory>
- California Department of Transportation (Caltrans). 2011, September 7. California Scenic Highway Mapping System.  
[http://www.dot.ca.gov/hq/LandArch/16\\_livability/scenic\\_highways/](http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/).
- Department of Toxic Substances Control (DTSC). 2019 (mod.). EnviroStor.  
<http://www.envirostor.dtsc.ca.gov/public/>.
- National Park Service (NPS). n.d. National Register of Historic Places.  
<https://www.nps.gov/maps/full.html?mapId=7ad17cc9-b808-4ff8-a2f9-a99909164466>.
- Office of Historic Preservation (OHP). n.d. California Historical Resources.  
<http://ohp.parks.ca.gov/ListedResources/?view=county&criteria=33>.
- State Water Resources Control Board (SWRCB). 2015 (mod.). GeoTracker. <http://geotracker.waterboards.ca.gov/>.
- US Environmental Protection Agency (USEPA). 2018 (mod.). EJSCREEN. <https://ejscreen.epa.gov/mapper/>.
- US Environmental Protection Agency (USEPA). n.d. EnviroMapper for EnviroFacts.  
<https://www3.epa.gov/enviro/index.html>



Figure 1 - Regional Location



Note: Unincorporated county areas are shown in white.

Source: ESRI, 2019



Figure 2 - Local Vicinity

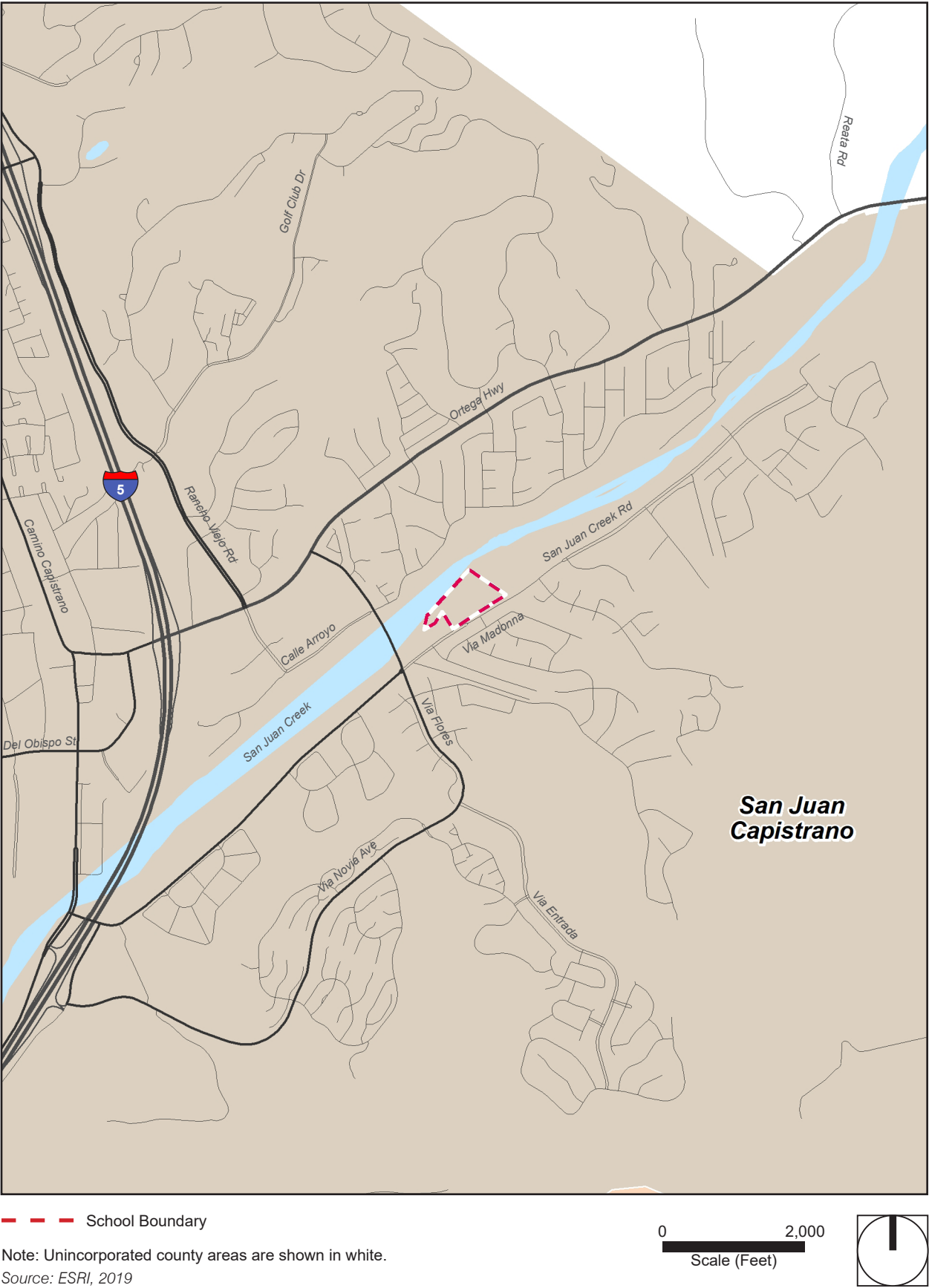


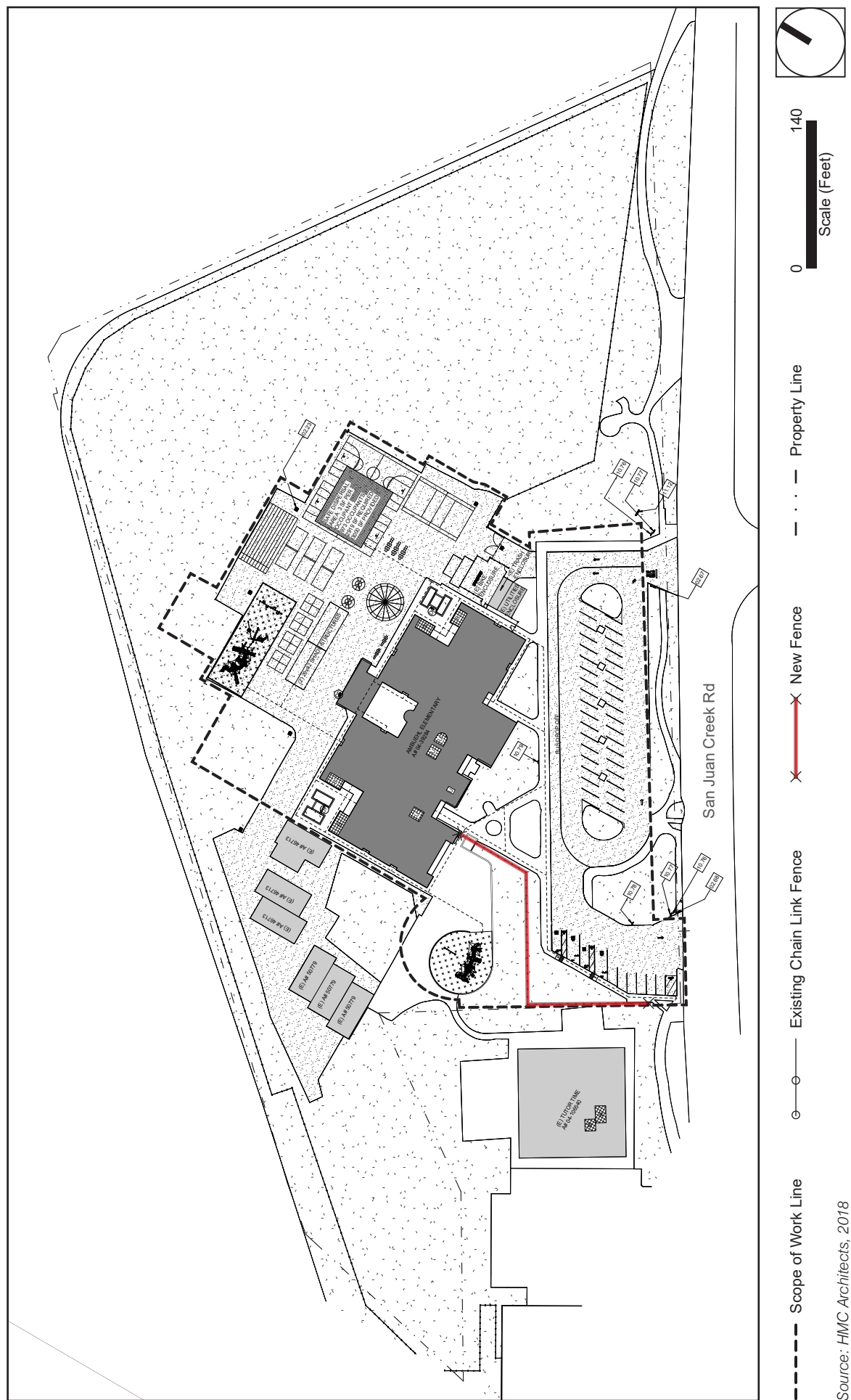


Figure 3 - Aerial Photograph



Source: ESRI, 2019

### Figure 4 - School Improvements





**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Prepared by: Ryan Carter, Executive Director, Construction, Maintenance and Operations

Date: April 25, 2019

Board Item: Filing a Notice of Exemption for the Palisades Elementary School HVAC for Main Buildings, Retaining Wall Repair and New Portable Project

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**HISTORY**

Palisades Elementary School was built in 1960. The original main buildings were constructed with heating ventilation (HV) only and did not include air conditioning (AC).

In August of 2018, staff was made aware the panel attached to a retaining wall on the Palisades Elementary School playground was leaning and appeared to be pulling away from the wall.

A land sale for Pacifica San Juan has helped the District move forward with these projects scheduled for the summer of 2019.

**BACKGROUND INFORMATION**

The WLC Architectural Agreement for the Palisades Elementary School HVAC Project was Board approved on July 25, 2018 and the Retaining Wall Repair and New Portables Project was Board approved on December 12, 2018. The proposed project scope of work includes HVAC systems for the main buildings, remove the existing damaged retaining wall and reconstruct a new concrete retaining wall at the south side of campus.

**CURRENT CONSIDERATIONS**

The project is exempt from further environmental review under the requirements of the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) because it is consistent with the Class 2, Replacement or Reconstruction Guidelines (CEQA Guidelines § 15302).

The project is limited to the renovation to the existing campus with no new construction and without increasing student enrollment. Renovations encompass replacement of hardscape, landscape, and play equipment; and installation of a new fence, and main building interior renovations. Replacement of existing facilities would be in the same location and would have the same purpose as the items replaced.

### **FINANCIAL IMPLICATIONS**

There is no financial impact for filing a Notice of Exemption.

### **STAFF RECOMMENDATION**

It is recommended the Board approve to file a Notice of Exemption for the Palisades Elementary School HVAC for Main Buildings, Retaining Wall Repair and New Portable Project.

**PREPARED BY:** Ryan Carter, Executive Director, Construction, Maintenance and Operations

**APPROVED BY:** Clark Hampton, Deputy Superintendent, Business and Support Services

## NOTICE OF EXEMPTION

To: ☒ Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

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

☒ County Clerk  
County of Orange  
12 Civic Center Plaza, Room 101  
Santa Ana, CA 92701

Palisades Elementary School Renovation Project  
Project Title

26462 Via Sacramento  
Project Location - Specific

Dana Point  
Project Location – City

Orange  
Project Location – County

The proposed project consists of replacement of HVAC systems in the permanent buildings, renovation of the restrooms, and removal of 6 old portable buildings and installation of 5 new portable buildings.  
Description of Nature, Purpose, and Beneficiaries of Project

Capistrano Unified School District  
Name of Public Agency Approving Project

Capistrano Unified School District  
Name of Person or Agency Carrying Out Project

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268); lacend
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class 2, CCR §15002, Replacement or Reconstruction
- ☐ Statutory Exemptions. State code number: \_\_\_\_\_

The project involves the replacement of HVAC systems in the permanent buildings, renovation of restrooms, and the replacement of older portables with new portable buildings. The project involves no expansion of existing school use; therefore, project would be exempt from CEQA under Section 15302. The proposed project was also reviewed for possible exceptions under Section 15300.2 and found that the exceptions do not apply. See Attachment to Notice of Exemption for further explanation of the evaluation.

---

Reasons why project is exempt

Ryan Carter, Director of Construction

949.234.9596

Lead Agency Contact Person:

Area Code/Telephone/Extension:

**If filed by applicant:**

1. Attach certified document of exemption findings

2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for

Filing at OPR: \_\_\_\_\_



**Attachment to Notice of Exemption**  
**PALISADES ELEMENTARY SCHOOL RENOVATION**  
**Capistrano Unified School District**  
**SUPPLEMENTAL INFORMATION**

The Capistrano Unified School District (CUSD) proposes to modernize and upgrade facilities at Palisades Elementary School. This supplemental information provides justification for the Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines under California Code of Regulations, Title 14 § 15302.

## **1. EXISTING CONDITIONS**

### **PROJECT LOCATION**

The project site is at Palisades Elementary School at 26462 Via Sacramento, Capistrano Beach, City of Dana Point, Orange County. The campus is approximately 740 feet south of Interstate 5 (San Diego Freeway), and 1,000 feet north of State Route 1 (Pacific Coast Highway) (see Figure 1, *Regional Location* and Figure 2, *Local Vicinity*).

### **EXISTING CONDITIONS**

Palisades Elementary School is a Kindergarten through 5th grade public school with a 2017/2018 enrollment of 482 students, according to the California Department of Education (CDE) (CDE 2018). There is a driveway and parking lot on the west side of the campus along Via Sacramento. The campus has Buildings A through E (permanent K-5 classroom buildings and a multi-purpose building), and eight portable buildings (five to the south and three to the east of the permanent buildings). Hardcourt play areas and small turf play field is along east side and a turf playfield along the south side of campus.

### **SURROUNDING LAND USES**

The school campus is surrounded by single-family homes to the north and east, and to the west beyond Via Sacramento and south beyond Avenida Las Palmas (see Figure 3, *Aerial Photograph*).

## **2. PROJECT DESCRIPTION**

The District proposes to 1) replace older portables buildings with new portable buildings; 2) replace heating, ventilation, and air conditioning (HVAC) systems in permanent buildings; and 3) renovate the restrooms (see Figure 4, *School Improvements*).

The project includes the removal of six existing portable buildings (three portable classrooms, two portable restroom building, and a storage container) east of the permanent buildings and one portable classroom on the west side of campus along Via Sacramento. Five out of the six portables would be replaced with new portable buildings (the west portable building would not be replaced).

The HVAC system for the permanent buildings would be removed and replaced with new systems.

Restrooms in the permanent buildings would be renovated to upgrade fixtures, and repair floors and walls.

### **CONSTRUCTION**

All construction and renovations would be on the school campus; no off-campus work would occur. Old portable buildings would be demolished and removed, and new portables would be hauled to the school on flatbed semi-trucks and a crane would place them in the same location as the five removed buildings. Project would not increase school capacity or enrollment or change existing operations.

Most construction would occur during summer break when students are not on campus. However, if minor finishing work is required to occur while students are on campus, school administrators would ensure that classroom instruction is not significantly affected by construction noise. School administration and the construction contractor would work together to coordinate and stay informed about construction activities, location, schedule, and possible high noise levels during construction. Administrators can arrange for alternative classroom occupancy in the event of classroom instruction disturbance. No subterranean construction would occur; the lowest finished floor elevations of the new building would be about same as the existing buildings.

### 3. REASONS WHY THE PROJECT IS EXEMPT

The project is exempt from further environmental review under the requirements of the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) because it is consistent with Class 2, Replacement or Reconstruction as explained below.

» **Class 2, Replacement or Reconstruction (CEQA Guidelines § 15302)** consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

The project would involve replacing the HVAC systems in the permanent buildings, renovating the restrooms, and replacement of portable buildings. Replacement of existing structures and facilities would be in the same location and would have the same purpose as the items replaced.

### 4. REVIEW OF EXCEPTIONS TO THE CATEGORICAL EXEMPTION

The project has been reviewed under CEQA Guidelines § 15300.2 - Exceptions, for any characteristics or circumstances that might invalidate findings that the project is exempt from CEQA. Each exception is listed below followed by an assessment of whether that exception applies to the project.

**(a) Location.** Classes 3,4,5,6 and 11 are qualified by consideration of where the project would be located—a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law by federal, state, or local agencies.

The project site is on an existing school campus surrounded by a developed community. The campus has buildings, asphalt hardcourts, concrete driveways and walkways, turf playfield, and ornamental landscape. Due to the school's developed nature and frequent human disturbance, it does not contain any sensitive biological species or habitat. Additionally, there is no evidence of hazardous materials or substances (see section (e) below). Therefore, this exception does not apply to the project.

**(b) Cumulative Impacts.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

Other District projects are currently underway; however, there are no other known successive projects—planned, approved, or under construction—of the same type at or near the school that when combined with the project would result in a cumulative environmental impact. This exception does not apply to the proposed project.

- (c) **Significant Effects.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The project site is on an operating elementary school campus and surrounded by development. There is no reasonable possibility that the project would have a significant effect on the environment due to unusual circumstances. The construction manager would execute construction per current local, state, and federal laws, regulations, construction Best Management Practices, District standards and guidelines. Operation of the elementary school would not change. Therefore, this exception does not apply to the proposed project.

- (d) **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings or similar resources, within a highway officially designated as a state scenic highway.

There are no designated State scenic highways near the Palisades Elementary School campus. According to the California Department of Transportation (Caltrans) California Scenic Highway Mapping System, the closest officially designated state scenic highway is State Route 91 (Riverside Freeway), starting from Route 55 to east of Anaheim city limit (Caltrans 2011). This highway is approximately 28 miles north of the school.

The nearest eligible State scenic highway is Route 1 (Pacific Coast Highway) approximately 0.3 miles south of the school. The project would not affect this highway due to distance and intervening development and topography obscuring the school from the highway. Additionally, the project would not significantly change the visual character of the campus. The project would replace existing utility systems and portables in the same location and other renovations would be inside the buildings. The campus would not look significantly different. The project would not affect scenic resources along any officially designated or eligible scenic highways. Therefore, this exception does not apply to the proposed project.

- (e) **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Government Code § 65962.5.

California Government Code Section 65962.5 requires the compiling of lists of the following types of hazardous materials sites: hazardous waste facilities subject to corrective action; hazardous waste discharges for which the State Water Quality Control Board has issued certain types of orders; public drinking water wells containing detectable levels of organic contaminants; underground storage tanks with reported unauthorized releases; and solid waste disposal facilities from which hazardous waste has migrated.

Five environmental databases were searched for hazardous materials site and within a quarter mile radius:

- » GeoTracker. State Water Resources Control Board (SWRCB 2015)
- » EnviroStor. Department of Toxic Substances Control (DTSC 2019)
- » EJScreen. US Environmental Protection Agency (USEPA 2018)
- » EnviroMapper. US Environmental Protection Agency (USEPA n.d.)
- » Solid Waste Information System. California Department of Resources Recycling and Recovery (CalRecycle 2019)

The school property is not identified on any of the lists; therefore, the project site is not identified as a hazardous materials site pursuant to Government Code Section 65962.5 and the project would not create a hazard to the public. This exception does not apply to the proposed project.

- (f) **Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of historical resources. Under Public Resource Code § 21084.1, a historical resource is a resource listed in or determined to be eligible for listing in the California Register of Historical Resources. Additionally, historical resources included in a local register of historical resources are presumed to be historically or culturally significant, and a lead agency can determine whether the resource may be an historical resource.

There are no historic resources on the campus that are listed on the National Register of Historic Places (NPS n.d.), the California Register of Historical Resources (OHP n.d.), or as a California State Historical Landmark (OHP n.d.). Project implementation would not cause significant impacts to historical resources, and the historical resources exception would not apply to this project site.

## 5. CONCLUSION

The proposed project at Palisades Elementary School is exempt from CEQA review pursuant to CEQA Guidelines Section 15302. As substantiated in this document, the proposed project would not meet the conditions specified in § 15300.2, Exceptions, of the CEQA Guidelines, and the project is categorically exempt under Class 2.

## 6. REFERENCES

- California Department of Education (CDE). 2018. DataQuest. Enrollment Report. 2017-18 Enrollment by Grade. Palisades Elementary Report (30-66464-6027627).  
<https://data1.cde.ca.gov/dataquest/dqcsensus/EnrGrdLevels.aspx?cds=30664646027627&aggllevel=school&year=2017-18>.
- California Department of Resources Recycling and Recovery (CalRecycle). 2019 (mod.). SWIS Facility/Site Search.  
<https://www2.calrecycle.ca.gov/SWFacilities/Directory>
- California Department of Transportation (Caltrans). 2011, September 7. California Scenic Highway Mapping System.  
[http://www.dot.ca.gov/hq/LandArch/16\\_livability/scenic\\_highways/](http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/).
- Department of Toxic Substances Control (DTSC). 2019 (mod.). EnviroStor.  
<http://www.envirostor.dtsc.ca.gov/public/>.
- National Park Service (NPS). n.d. National Register of Historic Places.  
<https://www.nps.gov/maps/full.html?mapId=7ad17cc9-b808-4ff8-a2f9-a99909164466>.
- Office of Historic Preservation (OHP). n.d. California Historical Resources.  
<http://ohp.parks.ca.gov/ListedResources/?view=county&criteria=33>.
- State Water Resources Control Board (SWRCB). 2015 (mod.). GeoTracker. <http://geotracker.waterboards.ca.gov/>.
- US Environmental Protection Agency (USEPA). 2018 (mod.). EJSCREEN. <https://ejscreen.epa.gov/mapper/>.
- US Environmental Protection Agency (USEPA). n.d. EnviroMapper for EnviroFacts.  
<https://www3.epa.gov/enviro/index.html>

Figure 1 - Regional Location



Note: Unincorporated county areas are shown in white.

Source: ESRI, 2019

0 3  
Scale (Miles)





Figure 2 - Local Vicinity



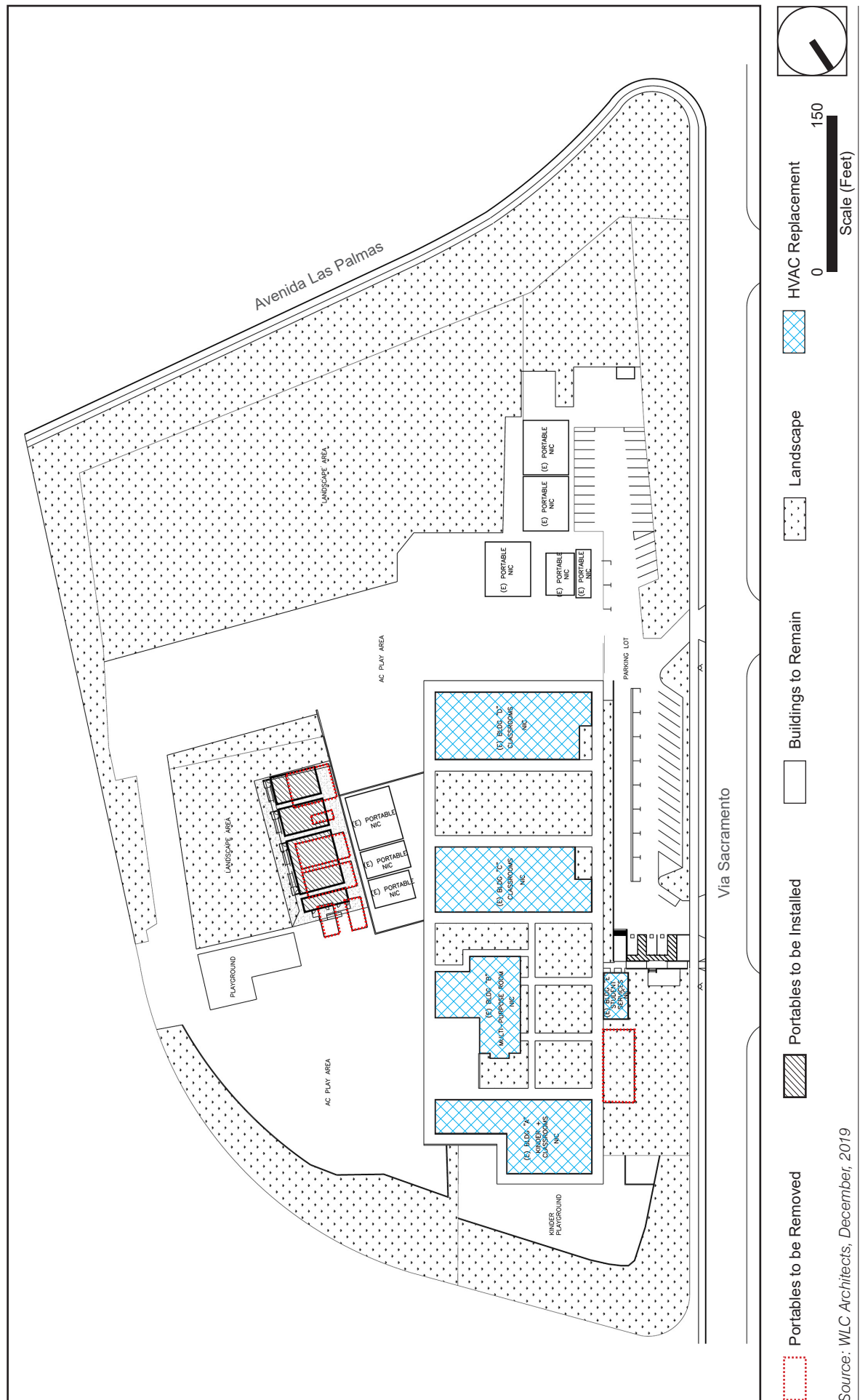


Figure 3 - Aerial Photograph





Figure 4 - School Improvements



Source: WLC Architects, December, 2019



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Prepared by: Lynh Rust, Executive Director, Contracts and Purchasing

Date: April 25, 2019

Board Item: State of California Multiple Award Schedule Contract Nos. 4-18-23-0049A, 4-18-23-0049B, 4-18-51-0061A, 4-18-51-0061C, 4-18-56-0071A, 4-18-56-0071B, 4-18-84-0063A, and 4-18-84-0063B, Non-Information Technology Goods and Services – Various Vendors

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**HISTORY**

Public Contract Code § 20111 requires competitive bidding for public contracts involving an expenditure of more than \$50,000 (adjusted annually by the California Department of Education (CDE)), including the purchase of materials or supplies to be furnished to the District. In December 2018, CDE adjusted the bid limit to be \$92,600.

**BACKGROUND INFORMATION**

Public Contract Code § 20118 authorizes districts to purchase materials, supplies, equipment, etc. without advertising for bids by utilizing another public agency's contract. Public Contract Code § 10298 specifically authorize state and local agencies to contract with suppliers who are awarded public contracts without further competitive bidding. It is often advantageous to utilize piggyback contracts when items are identical to the District's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

**CURRENT CONSIDERATIONS**

To conduct a competitive bid, District resources (such as staff time and funds for legal advertising) are expended. Utilizing piggyback bids that have already been awarded through a competitive process is an efficient mechanism for legally procuring materials, supplies, and incidental services and preserving District resources. CMAS Contract Nos. 4-18-23-0049A, 4-18-23-0049B, 4-18-51-0061A, 4-18-51-0061C, 4-18-56-0071A, 4-18-56-0071B, 4-18-84-0063A, and 4-18-84-0063B were awarded to various vendors and authorized resellers for non-information technology goods and services, specifically various brands of ACCO Engineered Systems, Incorporated (HVAC systems) and incidental services associated with those products. The product brands, services, and term are defined within each individual CMAS contract and may be extended by amendment. With the varying conditions of our school and facility sites,

one uniform brand of ACCO Engineered Systems, Incorporated does not apply. Each CMAS contract covers a different brand of product and the services needed are designated by specific authorized resellers. The Maintenance and Operations department identified various site and facilities needs and intends to utilize these piggyback CMAS agreements to procure HVAC systems and the necessary incidental services related to the installation and warranty associated with the equipment, according to applicable procurement regulations.

### **FINANCIAL IMPLICATIONS**

Actual expenditures will vary as need arises and the availability of funds. Approval to use a piggyback procurement contract to comply with competitive bidding requirements is not synonymous with approving the amount of expenditures estimated utilizing the contract. Actual purchase orders (PO) are issued when needs arise, which are submitted to the Board for approval in each Board agenda PO listing.

### **STAFF RECOMMENDATION**

It is recommended the Board approve the utilization of CMAS Nos. 4-18-23-0049A, 4-18-23-0049B, 4-18-51-0061A, 4-18-51-0061C, 4-18-56-0071A, 4-18-56-0071B, 4-18-84-0063A, 4-18-84-0063B and any subsequent revisions, amendments, and extensions awarded to various vendors for the purchase, warranty, and incidental services related to non-information technology goods and services, specifically ACCO Engineered Systems, Incorporated.

**PREPARED BY:** Lynh Rust, Executive Director, Contracts and Purchasing

**APPROVED BY:** Clark Hampton, Deputy Superintendent, Business and Support Services

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

April 25, 2019

**STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT NOS. 4-18-23-0049A, 4-18-23-0049B, 4-18-51-0061A, 4-18-51-0061C, 4-18-56-0071A, 4-18-56-0071B, 4-18-84-0063A, and 4-18-84-0063B, NON-INFORMATION TECHNOLOGY GOODS AND SERVICES – VARIOUS VENDORS**

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Due to the size of the contracts and award documentation, it is posted online on the District Board Agendas and Supporting Documentation page. [here](#)

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Prepared by: Lynh Rust, Executive Director, Contracts and Purchasing

Date: April 25, 2019

Board Item: State of California Multiple Award Schedule Contract No. 4-14-65-0028A, Non-Information Technology Goods and Services – Zoll Medical Corporation

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**HISTORY**

Public Contract Code § 20111 requires competitive bidding for public contracts involving an expenditure of more than \$50,000 (adjusted annually by the California Department of Education (CDE)), including the purchase of materials or supplies to be furnished to the District. In December 2018, CDE adjusted the bid limit to be \$92,600.

**BACKGROUND INFORMATION**

Public Contract Code § 20118 authorizes districts to purchase materials, supplies, equipment, etc. without advertising for bids by utilizing another public agency's contract. Public Contract Code § 10298 specifically authorizes state and local agencies to contract with suppliers who are awarded public contracts without further competitive bidding. It is often advantageous to utilize piggyback contracts when items are identical to the District's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

Recent legislation (Education Code § 35179.6) requires school districts that have interscholastic athletic programs to acquire at least one automated external defibrillator (AED) device for each school within the school district to be available on campus and maintained.

**CURRENT CONSIDERATIONS**

To conduct a competitive bid, District resources (such as staff time and funds for legal advertising) are expended. Utilizing piggyback bids that have already been awarded through a competitive process is an efficient mechanism for legally procuring materials, supplies, and incidental services and preserving District resources. CMAS Contract No. 4-14-65-0028A was awarded to Zoll Medical Corporation and authorizes reselling for non-information technology goods and services, specifically AEDs, accessories, replacement parts, and incidental services associated with those products. The CMAS contract term is valid through July 31, 2019; however, may be extended by amendment. District staff identified that the majority of current

AED devices throughout the District are under recall and intends to utilize this piggyback CMAS agreement to procure replacement and new AEDs and the necessary incidental services related to the installation, training, and warranty associated with the equipment, according to applicable procurement regulations. A panel consisting of various District staff including athletic directors, nurses, Student and Safety personnel, site principals, and Purchasing evaluated authorized distributors of the Zoll AED Plus regarding the maintenance and training programs offered for these AEDs. Zoll is the manufacturer of the AED device; however, only sells through authorized distributors. The selected distributor's authorized distributor agreement is posted along with the CMAS agreement.

### **FINANCIAL IMPLICATIONS**

The estimated expenditure utilizing this agreement is \$150,000 for replacement AEDs and to install at least one AED in each school site pursuant to Education Code. The CMAS contract also allows for the purchase of devices as need arises and the availability of funds, without limitation for local government agencies. Approval to use a piggyback procurement contract to comply with competitive bidding requirements is not synonymous with approving the amount of expenditures estimated utilizing the contract. Actual purchase orders (PO) are issued when needs are finalized, which are submitted to the Board for approval in each Board agenda PO listing.

### **STAFF RECOMMENDATION**

It is recommended the Board approve the utilization of CMAS Contract No. 4-14-65-0028A and any subsequent revisions, amendments, and extensions awarded to Zoll Medical Corporation and all authorized distributors for the purchase, warranty, and incidental services related to non-information technology goods and services, specifically AED devices, accessories, replacement parts, installation, and warranty services.

**PREPARED BY:** Lynh Rust, Executive Director, Contracts and Purchasing

**APPROVED BY:** Clark Hampton, Deputy Superintendent, Business and Support Services

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

April 25, 2019

**STATE OF CALIFORNIA CONTRACT NO. 4-14-65-0028A, NON-INFORMATION  
TECHNOLOGY GOODS – ZOLL MEDICAL CORPORATION**

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Due to the size of the contract and award documentation, it is posted online on the District Board Agendas and Supporting Documentation page. [here](#)

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Stacy Yogi, Executive Director, State and Federal Programs

Date: April 25, 2018

Board Item: Agreement to Refer Students to Orange County Superintendent of Schools for Alternative Community and Correctional Educational Schools and Services for June, July and August 2019

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**HISTORY**

The District has established an agreement with the Orange County Superintendent of Schools to refer students for participation in Alternative Community and Correctional Educational Schools and Services (ACCESS) since 2010.

**BACKGROUND INFORMATION**

ACCESS provides District high school students the opportunity to remediate credit deficiencies during June, July and August.

**CURRENT CONSIDERATIONS**

Each year the District must enter into an agreement with the Orange County Superintendent of Schools to refer students to ACCESS for services. This agreement allows ACCESS to enroll District students for the purpose of remediating high school credit deficiencies during the months of June, July and August, 2019.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

Approval of Agreement to Refer Students to Orange County Superintendent of Schools for Alternative Community and Correctional Educational Schools and Services for June, July and August 2019.

**PREPARED BY:** Stacy Yogi, Executive Director, State and Federal Programs

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services

## AGREEMENT TO REFER STUDENTS

This AGREEMENT is hereby entered into between the **Capistrano Unified School District**, hereinafter referred to as "DISTRICT," and The Orange County Superintendent of Schools, hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR offers programs appropriate for District students;

WHEREAS, DISTRICT has reduced or eliminated certain school programs as a result of budgetary concerns and DISTRICT students are in need of such services;

WHEREAS, DISTRICT desires to refer students to CONTRACTOR during each school year;

WHEREAS, Education Code Section 1294.5 allows CONTRACTOR to hire temporary certificated employees to provide services to students referred pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Referrals by DISTRICT. DISTRICT agrees to refer such students to CONTRACTOR during the term of this Agreement as are deemed to be likely to benefit from CONTRACTOR'S programs.
2. Services to be provided by CONTRACTOR. CONTRACTOR will provide services to DISTRICT students who are eligible for and enroll in CONTRACTOR'S programs during the term of this Agreement.
3. Term. The Term of this Agreement is from June 3, 2019, to August 30, 2019.
4. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.
5. Termination. Either party may terminate this Agreement with or without cause on thirty (30) days' written notice to the other party.
6. Entire Agreement/Amendment. This AGREEMENT constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.



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

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

DISTRICT:

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

CONTRACTOR:

Orange County Superintendent of Schools  
200 Kalmus Drive  
Costa Mesa, CA 92628  
Attn: Renee Hendrick  
Associate Superintendent, Administrative Services

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 25 DAY OF April, 2019.

Capistrano Unified School District

Orange County Superintendent of Schools

By: \_\_\_\_\_

By: \_\_\_\_\_

Susan Holliday, Ed.D.

Renee Hendrick

Typed Name

Typed Name

Associate Superintendent, Education Services

Associate Superintendent, Admin. Services

Title

Title

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services  
Bradley Shearer, Assistant Superintendent, Curriculum and Instruction  
Preschool-Grade 5

Date: April 25, 2019

Board Item: Agreement with Association for Supervision and Curriculum Development to  
Provide Professional Development to Teachers at Hidden Hills Elementary School  
for 2019-2020

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**HISTORY**

In 2003, Chula Vista Unified found their district falling short of the State's Academic Performance Index (API) goal of 800, being given a score of 689. However, by 2009-2010 their score had grown to 833. They did not accomplish this alone. In the Fall of 2004, Chula Vista Unified partnered with Douglas Fisher and Nancy Frey, both professors of teacher education at San Diego State University and teacher leaders at Health Sciences High and Middle College. Instead of focusing on a content area such as math, social studies or science, they focused on English language development for ALL students using the gradual release of responsibility model of instruction (Fisher & Frey, 2008). The professional development provided focused on building the capacity of teachers to effectively teach academic language to English learners, thus leading to increased proficiency in subject areas. When they started this work, only 21 percent of their English learners met standard. By 2008, 73 percent had met standard.

In 2018-2019, Hidden Hills Elementary School partnered with Association for Supervision and Curriculum (ASCD) and professional development trainer Aida Allen to provide 5 days of professional development for all teachers grades TK - 5, as well as Instructional Aides who support students in the Learning Lab. The teachers and aides received the following:

- 1 full day of professional development on the five elements of the Framework for Intentional and Targeted Teaching training approach.
- 4 half days of job embedded coaching
- 4 half days of professional development in the area of close reading of complex text
- Book study of *The Gradual Release of Responsibility*

## **BACKGROUND INFORMATION**

Based on Fisher & Frey's work with Chula Vista Unified, they have created the Framework for Intentional and Targeted Teaching. There are 5 elements of the Framework for Intentional and Targeted Teaching approach. The 5 elements are:

1. Plan and Purpose: Teachers plan and design instruction so that students have a clear understanding and vision of what they will learn, know, and understand; and grasp its relevance.
2. Cultivate a Learning Environment: To optimize learning, teachers create a classroom environment that is welcoming and efficient - promoting positive engagement and continuous growth.
3. Instruct with Intention: To build and deepen student understanding, teachers intentionally design and deliver lessons that incorporate focused guided instruction, collaborative learning, and independent learning (Gradual Release of Responsibility).
4. Assess with a System: Teachers gather and use classroom data to guide their instructional decisions and provide students with descriptive and actionable feedback to support learning.
5. Impact Student Learning: To document their own effectiveness and identify opportunities for professional growth, teachers examine evidence of students' short-term progress and long-term achievement.

These 5 elements build teacher capacity by "providing teachers with the skills and teaching tools necessary to provide high-quality teaching and learning in every classroom."

## **CURRENT CONSIDERATIONS**

Hidden Hills Elementary School is requesting to partner with ASCD and Framework for Intentional and Targeted Teaching professional development trainer Aida Allen for a second year of training, in order to continue the work that started in the 2018-2019 school year and build teacher capacity to improve learning for all students. All teachers will once again be provided 4 days of professional development and job embedded coaching. It will include the following:

- Book study on *The Teacher Clarity Playbook: A Hands-On Guide to Creating Learning Intentions & Success Criteria for Organized, Effective Instruction*.
- Teachers will have the opportunity to:
  - Appropriately diagnose the learning needs of all students relative to what they know and can do.
  - Devise optimal interventions and ensure the fidelity of those interventions.
  - Evaluate the impact of each lesson. What is intended to be known? What needs to be comprehended?

- Learn what strategies are being used and whether there are other, more effective strategies that can be taught, taking into consideration the depth and complexity of the learning as experienced by the students.
- 5 days of job embedded coaching and professional development.

### **FINANCIAL IMPLICATIONS**

The total expenditure for this service is \$22,000, funded by Title 1 funds.

### **DATA**

Hidden Hills Elementary School data shows 53 percent of all students met or exceeded standards in ELA on the SBA in 2017-2018. That leaves 47 percent of students falling below standard. When we look closer at the data, we see a consistent gap over the last 4 years between our English Language Learners and our English Only Learners. In 2017-2018 there was a gap of 42 percent between the 2 student groups, which is the biggest gap in the last 4 years.

### **STAFF RECOMMENDATION**

Approval of Agreement with Association for Supervision and Curriculum Development to Provide Professional Development to Teachers at Hidden Hills Elementary School for 2019-2020.

**PREPARED BY:** Bradley Shearer, Assistant Superintendent Curriculum and Instruction  
Preschool-Grade 5

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services



## Purchase Agreement

This agreement (“Agreement”) takes effect March 13, 2019 (“Effective Date”), between **Association for Supervision and Curriculum Development d/b/a ASCD** (“ASCD”), located at 1703 North Beauregard Street, Alexandria, VA 22311, and **Capistrano Unified School District** (“Customer”), located at 33122 Valle Road, San Juan Capistrano, CA 92675, under the following terms:

- 1. Products:** Customer shall purchase the following ASCD products and services (each a “Product”):

Quantity	Product	Amount	Total
4	Onsite Professional Learning Days – Aida Allen	\$5,500.00	\$22,000.00
<b>Total</b>			<b>\$22,000.00</b>

- 2. Purchase Orders and Invoices:** Customer will provide ASCD with advance payment or a purchase order for the total amount indicated above by August 25, 2019. ASCD will invoice Customer based on the following invoice schedule:

Products	Invoice Date	Amount
Onsite Professional Learning	Upon delivery of each onsite day (Please refer to Exhibit B)	\$22,000.00
<b>Total</b>		<b>\$22,000.00</b>

Payment is due net 30 days prior to delivery of service. Purchase order(s) must be sent electronically to [nicole.kohlbecker@ascd.org](mailto:nicole.kohlbecker@ascd.org) or fax: 703-575-5815.

**ASCD will not ship any Product, deliver services, fulfill digital subscriptions or confirm registrations for events without full payment or receipt of a purchase order, unless otherwise agreed to in writing by both parties.**

- 3. Professional Learning:** ASCD agrees to provide the professional learning services described in Exhibit B – Description of Services (“Engagement”). Customer is responsible for reproduction and distribution of any handouts and Products ordered for the Engagement to attendees.

- 3.1. Cancellation:** Once this Agreement is executed, Customer cannot cancel the Engagement without payment in full to ASCD, whether or not the date(s) in the Engagement occur, payable upon receipt of ASCD’s invoice.

- 3.2. Rescheduling:** Customer may reschedule Engagement date(s) to occur within one year from the initial date scheduled. Customer agrees to the following rescheduling chart and additional fees to cover the cost of rescheduling the ASCD consultant, travel, lodging, etc. Alternatively, Customer may substitute the Engagement date(s) for other ASCD products or services at the equivalent or greater price minus any additional fees below, with payment due for the difference.

<b>Rescheduling</b>	<b>Additional Fee</b>
60 days or greater	0%
59 to 30 days	25%
30 to 1 day	50%

#### **4. General Terms**

- 4.1. Intellectual Property:** With respect to Engagements, Customer acknowledges that ASCD or its consultants own the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement, and that no materials will be developed specifically for Customer. ASCD and/or the respective ASCD consultant(s) shall retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of ASCD or the respective consultant(s). All audio, video, and digital recording of the Engagement is prohibited. ASCD also owns and or controls all proprietary rights in the Digital Subscription Products and Courses described above and all rights not licensed to Customer and its Users either in this Agreement or separate Terms of Use and additional Terms of Use are strictly reserved.
- 4.2. Warranty:** ASCD does not provide any warranty as to the quality or fitness for a particular purposes of any Product, Engagement, Event or Subscription.
- 4.3. Termination:** ASCD may terminate this Agreement if ASCD has not received full payment or a purchase order from Customer within 90 days of the Effective Date of this Agreement.
- 4.4. Force Majeure:** If an occurrence beyond either party's reasonable control (but excluding financial inability) make it impossible to perform under this Agreement, the party unable to perform shall not have any liability to the other party for the prevented performance. The terms of this Agreement may be suspended until the occurrence ceases to exist, or either party may cancel this Agreement, in which case the respective cancellation policy for the Product (as posted on ASCD's website) applies. All obligations unaffected by such an occurrence shall remain in place.

**4.5. Entire Agreement:** This Agreement, any exhibits or lists referenced in or attached hereto, and purchase terms and conditions included on ASCD web pages posted on ASCD's website for the respective events, products or memberships purchased, constitute the entire agreement of the parties and supersede any prior written or oral communications. This Agreement cannot be modified unless in writing signed by both parties. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**4.6. Offer Valid.** The pricing set forth in this Agreement shall be valid until April 30, 2019.

Customer shall confirm information on the attached **Exhibit A** is correct prior to signing this Agreement.

This Agreement is acknowledged and accepted by Customer and ASCD:

\_\_\_\_\_  
Susan Holiday  
Associate Superintendent  
Capistrano Unified School District

\_\_\_\_\_  
Bryan Scanlon  
Managing Director  
ASCD

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

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

Please email or fax this Agreement to: Nicole Kohlbecker  
Email: [nicole.kohlbecker@ascd.org](mailto:nicole.kohlbecker@ascd.org)  
Fax: 703-575-5815

**Exhibit A**

**CONTACT INFORMATION**

**Please provide the following information:**

**Who will be the contact person for the work?**

Contact: **Sandi Miller**

Title: **Prinicpal, Hidden Hills Elementary School**

Phone: **949-495-0050**

E-mail: **smiller@capousd.org**

**Who will receive and pay the invoices?**

Contact: **Sandi Miller**



## Exhibit B

### Description of Services

ASCD Professional Learning Service Engagement	
<b>Topic</b>	FIT teaching
<b>ASCD Consultant</b>	Aida Allen
<b>Model / Format</b>	Onsite Professional Learning
<b>Location</b>	Hidden Hills Elementary School
<b>Content</b>	To be determined between client and consultant
<b>Dates</b>	Wednesday, September 25, 2019 Wednesday, November 6, 2019 Wednesday, January 15, 2020 Wednesday, March 11, 2020
<b>Number of Participants</b>	15
<b>Demographics</b>	K-5 teachers and instructional coaches
<b>ASCD Professional Learning Contact</b>	Name: Nicole Kohlbecker Phone: 720-400-3216 Email: nicole.kohlbecker@ascd.org

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Date: April 25, 2019

Board Item: Second Reading – Board Policy 5145.13, Immigration Enforcement

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**HISTORY**

The Superintendent or designee shall annually notify parents/guardians of children entering a District school at any grade level about all existing attendance options available, including, but not limited to, admission requirements and shall assist them with enrollment procedures, including all options for meeting residency requirements for school attendance. The District believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status. This policy was written to ensure the District complies with Education Code and legal requirements.

**BACKGROUND INFORMATION**

Both state and federal laws require public schools to provide equal rights and opportunities to all persons regardless of their actual or perceived membership in certain protected classes (e.g., race, gender, disability, nationality, sexual orientation). Assembly Bill 699, signed into law in October 2017, expressly added “immigration status” as a specified protected characteristic for purposes of anti-discrimination and equal protection laws in schools. This proposed Board Policy 5145.13, *Immigration Enforcement*, brings the District in alignment to recent changes in law.

**CURRENT CONSIDERATIONS**

The proposed new Board Policy 5145.13, *Immigration Enforcement*, will align the District to recent changes in law. Assembly Bill 699, signed into law in October 2017, expressly added “immigration status” as a specified protected characteristic for purposes of anti-discrimination and equal protection laws in schools. This policy also reflects current California School Board Association’s sample language. Legal counsel has reviewed the policy. The Attorney General’s guidance requires that the Board adopt a policy titled *Immigration Enforcement*.

**FINANCIAL IMPLICATIONS**

None.

**STAFF RECOMMENDATION**

Approval of Board Policy 5145.13, *Immigration Enforcement*.

**PREPARED BY:** Susan Holliday, Associate Superintendent, Education Services

## **IMMIGRATION ENFORCEMENT**

### **Response to Immigration Enforcement**

The Board of Trustees is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at District schools, except as may be required by state and federal law. (Education Code 234.7)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the District's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

Appropriate school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Policy  
adopted:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Educational Services

Prepared by: Pati Romo, Executive Director, Career Technical Education

Date: April 25, 2019

Board Item: Broadening the Course of Study – New Career Technical Education Course,  
Exploration of Child and Adolescent Literature

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### **HISTORY**

Board Policy 6143, *Courses of Study*, requires that “*the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum.*”

### **BACKGROUND INFORMATION**

In order to make certain that District students are prepared for the twenty-first century and to comply with recent changes in standards and a-g requirements, new Career Technical Education courses are routinely proposed to ensure post-secondary success for all students.

### **CURRENT CONSIDERATIONS**

Exploration of Child and Adolescent Literature allows students to utilize Language Arts skills to investigate and evaluate the value and purpose of world literature for children and adolescents. Students synthesize their knowledge of the developmental stages of Physical, Intellectual, Social and Emotional (PIES) development with their understanding of appropriate teaching materials and readings for each of the stages (will be addressed in each unit). In addition, students evaluate how familial and cultural influences affect the themes and development of child and adolescent literature and why those themes are crucial to the educational progress of children and adolescents. Students conduct research, closely read and analyze complex texts, evaluate the components of effective child and adolescent literature, create a digital portfolio (e-portfolio) of original work, and maintain a reflective log/notebook. There is no prerequisite required for this course. The course is currently being proposed for Tesoro High School in the Fall of 2019.

### **FINANCIAL IMPLICATIONS**

The financial impact is estimated at \$5,000 for supplies and equipment funded by College and Career Advantage.

**STAFF RECOMMENDATION**

Approval of Broadening the Course of Study – New Career Technical Education Course,  
Exploration of Child and Adolescent Literature.

**PREPARED BY:** Pati Romo, Executive Director, Career Technical Education

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services

### Course of Study Recommendations for 2019-20

Board Policy 6143 requires that “the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum.” In order to ensure our students are prepared for the 21<sup>st</sup> Century, the changes in standards and a-g requirements, the following courses are proposed for the 2019-20 secondary course catalog (see Course Catalog Proposal attached). Included in the matrix is the proposed course title, description, and course detail. Additional course information (including course syllabi) can be viewed through Education Services, Secondary Division.

### COURSE CATALOG PROPOSAL 2019-20

Course	Description	Grade Range	Department	Credits Per Semester	A-G Status	Term
Exploration of Child and Adolescent Literature	This course allows students to utilize Language Arts skills to investigate and evaluate the value and purpose of world literature for children and adolescents. Students synthesize their knowledge of the developmental stages of physical, intellectual, social, and emotional (PIES) development with their understanding of appropriate teaching materials and readings for each of the stages (will be addressed in each unit). In addition, students evaluate how familial and cultural influences affect the themes and development of child and adolescent literature and why those themes are crucial to the educational progress of children and adolescents. Students conduct research, closely read and analyze complex texts, evaluate the components of effective child and adolescent literature, create a digital portfolio (e-portfolio) of original work, and maintain a reflective log/notebook.	10-12	CTE	5	“b” Honors	Year

Requesting School: CCA

Date Requested: 2-21-19

Requested by: Marie Shirran

Signature

# Capistrano Unified School District AERIES Course Number Request / Change Form

RESET FORM

**Note: All highlighted fields must be completed prior to submission for approval.**  
Complete other fields as applicable. Enter N/A if field does not apply to course.  
Submit completed form along with required documents, course description, etc for  
Board Approval to the Education division.

**Name Change Only - List Current Course numbers below**

**Course-ID:** (Completed by District Office)

Fall	B	H	1	0	0	3	Spring	B	H	1	0	0	4
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**DISTRICT OFFICE USE ONLY**  
**DATE:** \_\_\_\_\_ **INITIALS:** \_\_\_\_\_

Added course to Aeries by TIS

Approval: \_\_\_\_\_  
Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Assistant Superintendent, Curriculum & Instruction  
GR 6-12, AE

Course Title (appears on transcript) (15 characters max)											Long Title		NonAcademic /Honors	College Prep				
C	H	I	L	D	A	D	O	L	E	S	L	I	T	Exploration of Child and Adolescent Literature	N, H or N/A	H	P or N/A	N/A

Grade Range Low	High	Semester/Qtr Credit	Max Credit per course #	Subject Area Codes	Dept	Term	Next Course ID
10	12	5.0	5	D	Y	Q = QTR S = Sem Y = Year	

Pre-requisite Course ID	CTE pathway code & name	Voc Ed Level	Voc Subject	Course Level	Type	Articulated
--	Intermediate Child Development #130	2		32	30	Scl = AR1 Dist = AR2

California Specific Fields				NCLB Specific Fields			CBEDS#
CSU Entrance		UC Entrance		NCLB	Core Subj	Core Subj	CSF List
Requirement	Elective	Honors	Requirement	Elective	Honors	Area 1	Area 2
B		H					
							7510

Revised 2/4/2019

L:\AERIES\_Procedures\_for\_TIS\Course request form.pdf

\*\* Attach CDE description of course from CDE web site



Title: **Exploration of Child and Adolescent Literature**

Length of Course: **Full Year (2 semesters; 3 trimesters; 4 quarters)**

Subject Area – Discipline: **English ("b") - English Language Arts**

UC Honors designation: **Honors**

CTE Sector: **Education, Child Development, and Family Services**

CTE Pathway: **Education**

Grade/Level(s): **10**

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### **Course Overview:**

Exploration of Child and Adolescent Literature is a grade 10 English Language Arts college preparatory course integrated with the Education Pathway standards. This course allows students to utilize Language Arts skills to investigate and evaluate the value and purpose of world literature for children and adolescents. Students synthesize their knowledge of the developmental stages of physical, intellectual, social, and emotional (PIES) development with their understanding of appropriate teaching materials and readings for each of the stages (will be addressed in each unit). In addition, students evaluate how familial and cultural influences affect the themes and development of child and adolescent literature and why those themes are crucial to the educational progress of children and adolescents. Students conduct research, closely read and analyze complex texts, evaluate the components of effective child and adolescent literature, create a digital portfolio (e-portfolio) of original work, and maintain a reflective log/notebook.

### **Course Content:**

#### **Unit 1 - History and Value of Children's Literature [~4 weeks]**

Essential Question: Why is it important to understand the developmental stages when making literature-based instructional decisions?

In this unit students discover the history and value of children's literature, review the variety of genres, and refresh their ability to identify theme and gather strong textual evidence. Through reflective reading and close examination of a variety of nonfiction texts, students develop an understanding of the historical background of children's literature. For students to understand how literature directly affects a child's



development, the class reads and annotates the article "The Value of Children's Literature" and views the PowerPoint P.I.E.S: The Areas of Development. At the end of the unit, students bring in their favorite children's book to review and share with the class. Their review will include an analysis of the general characteristics of the book (genre, theme, value, etc.), as a way to assess their understanding of different literary terms. The Reflective Log will also be introduced, which will be used throughout the year. In this journal, students explain how their understanding of the developmental stages (PIES) would impact the instructional decisions they make as an educator.

### Unit 1 - Key Assignments

**1.1** - Each student reads and annotates one of several nonfiction articles (including "The Value of Children's Literature" and PowerPoint on PIES) regarding the history and value of children's literature. Then students SOAPSTone and jigsaw with classmates the information they gleaned from their text and take notes on the shared information. This process provides background information on the meaning and value of children's literature to set the tone for the work to be done throughout the year and helps students to think about why children need stories. Using the articles, notes, and their personal experiences, students create a Reading History/Memory Walk (poster, PowerPoint, etc.) of their own literary journey. Students address the research from the articles within their presentation and show the research connection to their personal experiences (ie. How did the literature develop their own emotional intelligence, creativity, personality, social development, etc.).

**1.2** - Students receive a children's book review guide to explore during this unit. Students will review their favorite children's book(s) and explore the general characteristics of child and adolescent literature. As part of the review, the students will, in small groups, identify how each piece of literature contributed to their development as a child. Students will choose their favorite book from childhood and use the annotated articles and book review guide to analyze their book, looking specifically at the theme, genre, and how the book supports the child's development at a specific stage. Students will write a literary analysis of their book to demonstrate their understanding of the components of a piece of children's literature supporting their analysis with textual evidence.

**1.3** - Students create a Reflective Log in order to process their learning, make connections between the stages and the literature, and to reflect on their educational journey and their potential journey as an educator. At the end of this unit, students reflect on their own literary journey and the connections they have made to the literary choices educators make.

**\*E-Portfolio** - Students create a wiki or website that serves as a digital portfolio to store key assignments that students add to and update throughout the year-long course. Suggested applications include: WordPress, wikispaces.com, edutopia.org, etc.

## **Unit 2 - Infants and Babies (0-2) [~6 weeks]**

Essential Question: What components does an effective picture book for this age include and why?

The students explore the PIES development of infants and babies (using the "[Ages and Stages](#)" site). They connect this information to picture books and nursery rhymes and describe how these genres contribute to an infant's development. The students use their reflective logs, text sets of nonfiction and fiction, and a variety of nursery rhymes and picture books to help them with their assessments of how these resources help them shape their decisions regarding the use of literature for infant development.

### **Unit 2 - Key Assignments**

**2.1** - Students review the PIES for infants and babies. Students read and annotate the article, "[How to Raise a Smart Child](#)". The students explore the types of books that are age appropriate for 0 - 2: Highly reflective colors, textures, board books as opposed to paper pages, few keywords on each page. The students will look through the class library for books that would qualify for children of this age development. The students will be arranged in small groups to read and present their books using the strategies appropriate for a 0-2 year old (animated voice, face to face interaction, recognition games/questions, appropriate text selection, etc.). Each group will critique each other's presentations using the [FHA-HERO competition rubric](#) (adjusted for 0-2 year old presentation).

**2.2** - Research paper - Using proper citation, claim and evidence, students write a research paper on the history of a rhyme and the cultural significance of the rhyme, and make connections to PIES and the 0-2 stage of development, incorporating evidence from the article "[How to Raise a Smart Child](#)".

**2.3** - The students explore the literary devices (onomatopoeia, anaphora, rhyme/rhythm, etc.) of several nursery rhymes (bilingual nursery rhymes could also be considered utilizing a text like this [one](#)). Using a given list of characters (animals, inanimate objects, etc.), setting, and a current issue (bullying, divorce, friends, etc.), students will create their own nursery rhyme using appropriate literary devices. Students will add final product to their e-portfolio.

\*Reflective Log - Students respond to the Essential Question in personal narrative format.

## **Unit 3 - Toddlers / Preschool (2-5) [~6 weeks]**

Essential Question: How do fairy tales foster or expand the intellectual, emotional and

social development of toddlers/preschoolers?

In this unit students focus on the genre of fairy tales. They identify and analyze the elements of a story. Students compare similar themes in different cultures around the world. They read and analyze a variety of fairy tales focusing on the archetypical characters analyzing how the plot is developed by character conflict and motivation. Students analyze the stages of toddler development and how the genre of fairy tales connect to and foster a child's development.

### **Unit 3 - Key Assignments**

**3.1** - After reviewing the PIES for toddler development, students analyze the importance of reading fairy tales to this age group utilizing the article ["Why Fairy Tales Are Essential to Childhood"](#). Students identify the central idea and the textual evidence the writer uses as support. Students write a rhetorical precis on the article explaining how the structure and content of fairy tales connect to and foster toddler development.

**3.2** - Students compare at least two versions of the same fairy tale from different cultures, analyzing how even if there are different cultural versions of a story, the theme can remain the same. Students write a paper (with proper citation) establishing the thematic topic and the similarities and differences of the plots, analyzing how culture can influence a child's intellectual, emotional and social development, and addressing how teaching different cultural viewpoints can promote both unity and diversity in the classroom.

**3.3** - Students research a fairy tale from a culture other than their own. Students analyze for character and theme using SIFTT (Symbolism, Imagery, Figurative Language, Tone, Theme). Students create their own fairy tale modeling the structure and SIFTT elements of the fairy tale they researched, with a focus on a culture of their choice. Students present their fairy tale to reading circles (using appropriate voice, pitch, and body language), and will add the story and a reflection to their E-portfolio. Students will evaluate their peer presentations using the [FHA-HERO competition rubric](#).

\*Reflective Log - Students respond to the Essential Question in personal narrative format.

### **Unit 4 - School Age (6-11) [~6 weeks]**

Essential Question: As children enter a new stage of development and understand more of the world around them, how can literature help them see different perspectives and reflect on social norms?

Students learn about the development of school-aged children (ages 6-11). They analyze how different pieces of literature can provide an avenue for students to develop their own moral code. Looking at fables from outside of the United States and a variety

of poetry and short stories, they analyze how these pieces of literature can enhance social and emotional development.

#### **Unit 4 - Key Assignments**

**4.1** - After reading and annotating the "[Ages and Stages](#)" for the PIES development for school age (6-11) children. Students will be divided up into groups for a jigsaw reading of "[Children and their Books](#)." Students present to each other the main ideas from each section. Students take notes on the presentations and write an objective summary of the entire article.

Using the objective summary students develop a formal letter (from a teacher's viewpoint) to parents emphasizing some of the key points for parents to consider in order to help their child(ren) succeed in school. Students are to use the appropriate tone and letter format.

Article topics:

- The need for physical well being
- The need to love and be loved
- The need to belong
- The need to achieve
- The need for change
- The need to know
- The need for beauty and order

**4.2** - After reading a selection of fables, fiction (The Giving Tree, The Missing Piece, Yertle the Turtle, The Little Prince) and poetry (Shel Silverstein), students identify a theme common to the three genres. In an informative response (using correct citation) students support what they believe the theme is across the three genres, how it is relevant for this developmental stage, and what topic (see topic list from 4.1) this addresses for children of this age.

**4.3** - Students choose one new children's literature text from the genre of their choice to analyze for allegory and theme (SIFTT). Then students choose a relevant moral/social conflict and create a fable, short story, or poem (in a medium of their choice) that teaches an important lesson, or helps a student see from another's perspective. Add to the e-portfolio and share in the reading circles. Students score their peer's presentation using the [FHA-HERO competition rubric](#).

\*Reflective Log - Students respond to the Essential Question in personal narrative format.

#### **Unit 5 - Young Adult 12-18 [~6 weeks]**

Essential question: How can literature influence important moral or social decisions that adolescents are often faced with at this stage?

In this unit, students explore the PIES (with an emphasis on Social/Moral) aspects of the adolescent ages, 12-18. Students analyze various pieces of literature that are appropriate and useful at this developmental stage and how they address different social, cultural, and familial issues that adolescents face at home and in the classroom. Students determine how these factors impact students' ability to understand/interpret literature in the classroom. Through reflective reading and close examination of informational texts, fiction, and poetry, students develop a deeper understanding of how key genres are useful at this developmental stage. Students produce text annotations that demonstrate an ability to make meaning of various genres of text by tackling complex vocabulary, making personal connections, etc. Students create a visual presentation that demonstrates a deep understanding of the relationship between characters in a novel and the emotional, social, familial (etc.) factors that impact specific characters and--by extension--become relatable/practical to the adolescent readers of this novel. Students also take one specific social issue present in a particular novel and create an argumentative essay that makes a specific claim in defense of one "side" of this issue and additionally offers a counterclaim referencing the opposite side of the issue. Students also write a reflective journal in which they summarize, connect, and answer the essential question explored during this unit.

### **Unit 5 - Key Assignments**

**5.1** - After reviewing PIES for this developmental stage, students form literature circle groups. The groups choose a book from a variety of Young Adult Literature novels. Students divide their novel into 3 sections and plan to meet with their Literature Circle 3 times (every two weeks). For each section, students have a role for which they are responsible within the groups. Lit. Circle roles (Questioner, Word Wizard, Connector, Literary Luminary, Researcher, Travel Tracer, etc.) will encompass Common Core and CTE standards that address theme, grade level appropriateness, age-appropriateness, social and cultural concepts, EL teaching strategies, historical connections, and other categories identified by the teacher as appropriate.. Each student comes prepared with his/her analyses or responses specific to his/her area of focus. At the end of each Literature Circle meeting, students must produce their combined work as an entire completed project -- a literature/novel guide that can be used in the classroom by a teacher. The guide should be a packet that contains vocabulary words, historical connections, etc. that students might use as resources as they read through the novel. Students will also complete a self-evaluation of their final product. They will evaluate the clarity, organization, quality, thoughtfulness, thoroughness, etc. of the novel work compiled by the group.

**5.2** - Argument Essay/Letter to the Board - In order to conduct an argument research essay, students make an argument for or against the use of their Literature Circle book in the secondary classroom considering the "ages and stages" development for this

age group, the controversial topics that this age may identify with, and the grade-level appropriate common core standards that the use of this text would address. Using a minimum of three reliable sources (including the common core state standards), they will present an argument essay that follows the organization and structure of argumentation by presenting a claim and a counterclaim. This argument will be written as a business letter to the school board as a defense of/petition for use of the novel in the public classroom. Eportfolio - Students enter their final argumentative letter into the online portfolio as part of their collection. Possible article to use: [Teacher Perspectives on Controversial Young Adult Literature](#)

**5.3 - Core Novel** - Students read a novel selected by the teacher over the course of the unit (timing to be determined by the teacher). During the reading process, students analyze complex characters and their conflicts; identify relevant, current social issues present within the text; analyze and explain how the issues present in the text make the novel relatable to the PIES developmental stage of an adolescent/teenager. Students then create a presentation (Google slides, Prezi, Powerpoint, etc.) that demonstrates their understanding of the social issues present in the text and how those issues relate to them. Students score their peer's presentation using the [FHA-HERO competition rubric](#).

\*Reflective Log - Students respond to the Essential Question in personal narrative format.

### **Unit 6 - Culminating Unit [~4 weeks]**

Essential question: How do teachers make literature decisions that reflect their students' current stage of development, and why?

In this unit, students wrap up the course with a culminating project. Students use and apply the information they learned from previous units and create their own original piece of literature in the form of a children's book or young adult short story. This story will incorporate literary elements to apply their understanding and knowledge of the course content. Students will use educational technology to present their original work to the class. As a final reflection, students will evaluate their story and explain how it is developmentally appropriate for the grade level for which they wrote it.

### **Unit 6 - Key Assignments**

**6.1 - Original Children's book or Young Adult short story** - Students choose a developmental level covered throughout the entirety of the course and write an original children's book or young adult short story. They are required to incorporate specific literary elements of plot, theme, and characterization. Students will read through the [Tips for writing a Children's Picture Storybook](#).

- **Brainstorming Session:** Students share summaries of their notes from their journals. Students provide an overview of the steps that they should

follow; gathering details about their stories, developing plots, storyboarding, writing and illustrating. Students are introduced to the use of an interactive [Story Map](#) to create and print out graphic organizers to utilize: character map, conflict map, resolution map and setting map.

Finally, students read their original stories to the class (using appropriate presentation strategies for the age level for which it was created). Next, students will create a visual (using a medium of their choice) that discusses why they created this story, defends their creative choices, and explains why/how this story is appropriate for the age level they selected (PIES).

**6.2 - Reflection** - Students write a reflective piece introducing their product and their purpose and personal connection to the piece. Additionally, they evaluate how the piece is appropriate to the PIES level for which it was written.

**6.3 - Eportfolio Completion** - Students submit an electronic compilation of relevant and significant assignments completed throughout the year. Work should be sorted electronically in folders. Student view a variety of student resume options and determine a format that best suits their needs. Then, they create an entry level student resume and file it in an electronic folder in the e-portfolio. Students also solicit a general letter of recommendation to serve as a character reference. Students also create one work sample as a means to showcase a career specific skill(s). The Work Sample is a document that includes a picture of the student "in action" in the field, as well as a narrative (in a text box) that describes the skills necessary to perform that task. Students must compile all assignments in this final unit and submit them in electronic form within the e-portfolio.

### **Course Materials:**

All Units: ["Ages and Stages"](#)

Unit 1: ["The Value of Children's Literature"](#)  
[P.I.E.S: The Areas of Development](#)

Unit 2: ["How to Raise a Smart Child"](#)  
[The Surprising Meaning and Benefits of Nursery Rhymes](#)

Unit 3: ["Why Fairy Tales are Important"](#)

Unit 4: [Arbutnot, May Hill. Sutherland, Zena." Children and Books."](#)

Unit 5: [Five Rules of Young Adult Fiction](#)

- [Young Adult Literature in the 21st Century](#)
- [Developmental Characteristics of Young Adolescents](#)
- [To Kill a Mockingbird](#)

- A Child Called It
- Lord of the Flies

Unit 6:

[Tips for writing a Children's Picture Storybook](#)

<http://www.readwritethink.org/classroom-resources/student-interactives/story-30008.html>



CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Educational Services

Prepared by: Pati Romo, Executive Director, Career Technical Education

Date: April 25, 2019

Board Item: Broadening the Course of Study – New Career Technical Education Course,  
Forensic Psychology

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**HISTORY**

Board Policy 6143, *Courses of Study*, requires that “*the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum.*”

**BACKGROUND INFORMATION**

In order to make certain that District students are prepared for the twenty-first century and to comply with recent changes in standards and a-g requirements, new Career Technical Education courses are routinely proposed to ensure post-secondary success for all students.

**CURRENT CONSIDERATIONS**

Forensic Psychology is the application of the science and profession of psychology to questions and issues relating to law and the criminal and civil justice systems. This honor-level course, with University of California submission in process, applies psychological theories, principles, and research to issues of concern within the criminal justice system. By examining case studies, trials, laws, and psychological research, students will gain knowledge into psychological aspects of criminal activity, as well as a basic understanding of the role that psychology plays throughout the legal process in both criminal and civil cases. This course is concerned with the prevention, detection, and reduction of crime. Throughout the course, students will acquire knowledge and practice in the application of psychological and forensic methods to understand criminal behavior in order to prepare students for possible careers in forensic psychology or the criminal justice system. There is no prerequisite required for this course. The course is currently proposed for San Juan Hills High School in the Fall of 2019.

### **FINANCIAL IMPLICATIONS**

The financial impact is estimated at \$5,000 for supplies and equipment funded by College and Career Advantage.

### **STAFF RECOMMENDATION**

Approval of Broadening the Course of Study – New Career Technical Education Course, Forensic Psychology.

**PREPARED BY:** Pati Romo, Executive Director, Career Technical Education

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services

### Course of Study Recommendations for 2019-20

Board Policy 6143 requires that “the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum.” In order to ensure our students are prepared for the 21<sup>st</sup> Century, the changes in standards and a-g requirements, the following courses are proposed for the 2019-20 secondary course catalog (see Course Catalog Proposal attached). Included in the matrix is the proposed course title, description, and course detail. Additional course information (including course syllabi) can be viewed through Education Services, Secondary Division.

### COURSE CATALOG PROPOSAL 2019-20

Course	Description	Grade Range	Department	Credits Per Semester	A-G Status	Term
Forensic Psychology	Forensic Psychology is the application of the science and profession of psychology to questions and issues relating to law and the criminal and civil justice systems. This honor-level course applies psychological theories, principles, and research to issues of concern within the criminal justice system. By examining case studies, trials, laws, and psychological research, students will gain knowledge into psychological aspects of criminal activity, as well as a basic understanding of the role that psychology plays throughout the legal process in both criminal and civil cases. This course is concerned with the prevention, detection, and reduction of crime. Throughout the course, students will acquire knowledge and practice in the application of psychological and forensic methods to understand criminal behavior in order to prepare	9-12	CTE	5	Will be submitted February 2019	Year

Course	Description	Grade Range	Department	Credits Per Semester	A-G Status	Term
	students for possible careers in forensic psychology or the criminal justice system.					

Requesting School: CCA

Date Requested: 2-22-19

Requested by: Marie Shirran

Signature

# Capistrano Unified School District AERIES Course Number Request / Change Form

RESET FORM

**Note: All highlighted fields must be completed prior to submission for approval.**  
Complete other fields as applicable. Enter N/A if field does not apply to course.  
Submit completed form along with required documents, course description, etc for  
Board Approval to the Education division.

**Name Change Only - List Current Course numbers below**

**Course-ID:** (Completed by District Office)

Fall	D	U	1	0	0	3	Spring	D	U	1	0	0	4
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**DISTRICT OFFICE USE ONLY**

DATE: INITIALS:

Added course to Aeries by TIS

Approval: / /

Date: / /  
Assistant Superintendent, Curriculum & Instruction  
GR 6-12, AE

Course Title (appears on transcript) (15 characters max)													Long Title		NonAcademic /Honors	College Prep				
F	O	R	E	N	S	I	C	P	S	Y	C	H	Forensic Psychology				N, H or N/A	N/A	P or N/A	N/A

Grade Range		Semester/Qtr Credit	Max Credit per course #	Subject Area Codes	Dept	Term	Next Course ID		
Low	High								
9	12	5.0	5	Z	Y	Q = QTR S = Sem Y = Year	Y	--	

Pre-requisite Course ID		CTE pathway code & name				Voc Ed Level	Voc Subject	Course Level	Type	Articulated
--		Intermediate Legal Practices #231				2		32	30	Scl = AR1 Dist = AR2
										N/A

California Specific Fields					NCLB Specific Fields			CBEDS#	
CSU Entrance		UC Entrance			NCLB	Core Subj	Core Subj	CSF List	CBEDS#
Requirement	Elective	Honors	Requirement	Elective	Honors	Area 1	Area 2		**
G		--							8431

Revised 2/4/2019

L:\AERIES\_Procedures\_for\_TIS\Course request form.pdf

\*\*Attach CDE description of course from CDE web site

# Forensic Psychology

## Basic Course Information

Title:

Forensic Psychology

Transcript abbreviations:

Forens Psyc

Length of course:

Full Year

Prerequisites:

None

Does your course include lab activities in your course description?

Yes

Grade levels:

10th, 11th, 12th

Course learning environment:

Classroom Based

Online course self-assessment

## Course Description

Course overview:

Forensic Psychology is the application of the science and profession of psychology to questions and issues relating to law and the criminal and civil justice systems. This honor-level course applies psychological theories, principles, and research to issues of concern within the criminal justice system. By examining case studies, trials, laws, and psychological research, students will gain knowledge into psychological aspects of criminal activity, as well as a basic understanding of the role that psychology plays throughout the legal process in both criminal and civil cases. This course is concerned with the prevention, detection, and reduction of crime. Throughout the course, students will acquire knowledge and practice in the application of psychological and forensic methods to understand criminal behavior in order to prepare students for possible careers in forensic psychology or the criminal justice system.

This course is a part of a larger Forensic Core Program which features a Forensic Science course and a Critical Theory course. Students must take all three course concurrently.

Course content:

**Unit 1: Introduction to Forensic Psychology**

**Unit Overview:**

This is the introduction unit to Forensic Psychology and is meant to provide an overview of methodologies and perspectives in psychology as well as the basic structure of the legal system. Students will read Chapter 1 of the Costanzo textbook as well as numerous supplemental readings which will include the following: case studies; background knowledge about scientific methodologies in psychology; samples of amicus curiae briefs; sample case briefs to concepts of illustrate legal precedent. A guest speaker (forensic psychologist, judge, or

detective) will be invited to speak about the relationship between psychology and law and answer questions students have regarding professions within the criminal justice system. This unit will also introduce two ongoing murder cases that students will work on throughout the semester. The first is the real cold case of the Black Dahlia, and students will listen to the first episode of the podcast "Hollywood and Crime" for an introduction to the case. For this cold case, students will keep an investigative journal which documents the collection of forensic evidence and crime scene descriptions, eyewitness interviews, and suspect and victim profiles. The overall semester question for the Black Dahlia cold case will be to see if the students would attribute other murders to the Black Dahlia killer. The other ongoing case students will be introduced to will be a fictional case involving a serial killer from [www.huntakiller.com](http://www.huntakiller.com). Both of these cases will be threaded into each unit this semester.

#### **Learning Targets:**

- Understand relationships between psychology and law.
- Describe basic methodologies and perspectives of psychology.
- Define forensic psychology and the roles they play during the legal process.
- Understand different approaches taken by forensic psychologists and lawyers during the legal process.
- Define the basic pathways forensic psychologists have for influencing the legal system.
- Understand the basic structure and function of the legal system.

#### **Unit Assignment(s):**

##### **Assessments:**

Formative assessments throughout the unit will focus on building student portfolios, technical writing, and presenting about perspectives in psychology. Students will begin to maintain a Forensics program portfolio during this unit and will be required to create and share initial entries their digital portfolios with teachers by the end of the unit. The end of this unit will feature a reflective writing component with their portfolios which is meant to bridge the forensic science, philosophy, and forensic psychology courses through establishing connections to all three classes with the evidence in their portfolio. Students will be expected to write a formal amicus curiae based off of a case study. Students will also present on psychological perspectives and then analyze a single case study through the lense of multiple perspectives. The summative assessment of this unit will be a multiple choice and short answer exam.

#### **Unit 2: Interrogations, Confessions, and Lie Detection**

**Essential Unit Question:** How do different interrogation methods attempt to minimize false confessions? How can we tell when others are lying? What ethical questions arise during the interrogation process?

##### **Unit Overview:**

During this unit, students will gain an overview of interrogation techniques, ethical issues related to interrogation and false confessions, and methods to detect deception and lies. Students will read chapters 2 and 3 of the Costanzo textbook for developing basic knowledge about the topic. Supplemental activities during this unit will consist of debating the supreme court decision regarding the use of torture during interrogation (*Rasul vs. Rumsfeld*), Case Study on the Central Park 5 and the issue of false confessions, and researching the reliability of polygraphing vs. cognitive/behavioral techniques vs. physiological techniques in determining when someone is lying. A guest speaker with experience either working a polygraph machine or using polygraph data in court would also be invited to speak or offer a demonstration. The cold case study of the Black Dahlia murders will be woven into this unit in the context of assessing the recordings and re-enactments of police interrogations and confessions of various suspects during episodes 1-3 of the "Hollywood and Crime" podcast. For this cold case, students will keep an investigative journal which documents the collection of forensic evidence and crime scene descriptions, eyewitness interviews, and suspect and victim profiles. This particular unit will focus on how the investigation treated suspects. Students

will also investigate the next box of clues associated with the “Hunt a Killer” murder mystery to begin to put together a profile and connect evidence.

**Learning Targets:**

- Describe and demonstrate interrogation techniques and methods.
- Evaluate the effectiveness of polygraphing in detecting lies and as evidence in court.
- Examine cognitive and behavioral techniques for uncovering deception.
- Describe different assessment tools that are used to develop a physiological basis of uncovering deception.
- Examine the ethical questions involved in false confessions.

**Unit Assignment(s):**

**Assessments:**

Formative assessments will occur throughout the unit as students will need to demonstrate effective and ethical interrogation techniques and explain why the techniques are effective in a simulated performance assessment. In addition, students will participate in researching and writing a position paper to debate the merits of the supreme court decision *Rasul vs. Rumsfeld* on torture and interrogation. Both the paper and the debate will be assessed. In addition, students will analyze the reasons for the false confessions involved with the Central Park 5 during a graded Harkness style discussion. As with all of the units, the ongoing curating and reflection of student work in their portfolios as evidence for connections across science and humanities curriculum will work as a formative assessment. The unit will also feature quizzes on reading as formative assessments. The summative assessment for this unit will involve a cumulative multiple choice and short essay response exam.

**Unit 3: Psychology and Forensic Evidence**

**Essential Unit Question:** How accurate is forensic identification to uncovering the truth behind a crime scene?

**Unit Overview:**

During this unit, students will evaluate the reliability and validity of several types of forensic evidence. Students will write a position paper and engage in a debate over the reliability and validity of fingerprint evidence. Students will also examine how jurors tend to think about trace evidence and whether or not the popular perception of forensic science creates the perception that it is always accurate. In order to do this, students will examine court cases where either juries have falsely convicted suspects, or forensic evidence has been used to exonerate people after they have been convicted of a crime. Students will read chapter 4 of the Constanzo textbook to develop basic background knowledge. To apply their knowledge about questions of validity and bias in collecting forensic evidence, students will continue to listen to the *Hollywood and Crime* podcast series (episodes 4-6). For this cold case, students will keep an investigative journal which documents the collection of forensic evidence and crime scene descriptions, eyewitness interviews, and suspect and victim profiles. For this particular unit, students will review their crime scene notes for all of the murders connected to the black dahlia and have a Harkness discussion concerning the reliability and validity of all known evidence collected so far in their investigation. Discussion will also be cumulative and will re-examine the role that police questioning and false confessions play in connecting the murders. Students will also investigate the next box of clues associated with the “Hunt a Killer” murder mystery to begin to put together a profile and connect evidence.

**Learning Targets:**

- Identify issues related to reliability and validity in processing trace evidence.



- Evaluate the use of DNA and fingerprint evidence in court.
- Identify evidence collection techniques of weak or unknown validity.
- Examine ways to reduce error and bias during evidence collection.
- Examine juror perception of forensic identification evidence.

#### **Unit Assignment(s):**

#### **Assessments:**

Students will have ongoing assessments regarding their ability to evaluate reliability and validity of forensic evidence through writing a position paper and debating the validity of fingerprint evidence. The Black Dahlia cold case discussion focusing on the methods and types of evidence collection will also be a formative way of assessing students ability to analyze and evaluate the validity of collected evidence. They will also be expected to evaluate their forensic science lab unit for issues related to reliability and validity. As with all of the units, the ongoing curating and reflection of student work in their portfolios as evidence for connections across science and humanities curriculum will work as a formative assessment. The unit will also feature quizzes on reading as formative assessments. The summative assessment for this unit will involve a cumulative multiple choice and short essay response exam.

#### **Unit 4: Criminal Profiling and Psychological Autopsies**

**Essential Unit Question:** Does criminal profiling maintain public safety or reinforce criminal stereotypes?

#### **Unit Overview:**

During this unit, students will evaluate the strengths and weaknesses of criminal profiling. To begin, students will do a jigsaw background project on personality development theories in psychology. They will then apply the personality theories to synthesize multiple theories together to profile a case study. Students will then approach profiling through the lens of the FBI Behavioral Analysis Unit. Students will read chapter 5 of the Constanzo textbook to develop basic background knowledge. Supplemental readings will also be from the DSM-V on psychopathology and antisocial personality diagnosis and the FBI B.A.U. report on statistics and classifications of violent crime and sexual assault. Students will conduct research on a serial killer and write a research paper that connects the serial killer to profile statistics, clinical definitions of psychopathology, and also profiles the victims. Students will then present to the class an overview of the crimes, their profile of the killer, and the profiles that the victims fit. Finally, students will debate the validity of behavioral profiling and assess how the media portrays serial killers, psychopaths, and FBI profilers. Students will also debate racial, religious, and geographic profiling in regards to ethical issues of discrimination versus proactive crime prevention. In this debate students will cover validity and accuracy of profiling.

To apply their knowledge about questions of validity and bias in collecting forensic evidence, students will continue to listen to the Hollywood and Crime podcast series (episodes 7). Students will continue to keep an investigative journal which documents the collection of forensic evidence and crime scene descriptions, eyewitness interviews, and suspect and victim profiles. For this particular unit, students will review their crime scene notes for all of the murders connected to the black dahlia and have a Harkness discussion concerning whether the murders should be linked together as a result of victim profiles and the profiling of the suspected serial killer. Discussion will also be cumulative and will re-examine issues related to past units. Students will also investigate the next box of clues associated with the "Hunt a Killer" murder mystery to begin to put together a profile and connect evidence.

#### **Learning Targets:**

- Identify stages of personality development through psychological lenses.
- Describe characteristics of psychopathology.
- Evaluate the validity of criminal profiling.

- Evaluate the validity of psychological autopsies.

### **Unit Assignment(s):**

#### **Assessments:**

The personality theory presentation and profile activity will be a formative assessment for students to identify stages of personality development through different psychological perspectives. The serial killer research project and presentation will then have students apply characteristics of psychopathology and personality development to identify patterns of behavior among serial killers and their victims. The Black Dahlia discussion will continue this formative assessment of profiling the behavior of serial killers and their victims. Students will debate the ethics of profiling, as well as the validity and reliability such tactics on crime prevention. Throughout the unit, students will have quizzes on content as formative assessments. As with all of the units, the ongoing curating and reflection of student work in their portfolios as evidence for connections across science and humanities curriculum will work as a formative assessment. The summative assessment will consist of a cumulative multiple choice exam and a free response in which students will be given crime scene details and will have to develop a logical profile of the criminal and victim and assess the strengths and weaknesses of the validity of their profile.

### **Unit 5: Eyewitness Testimony**

**Essential Unit Question:** Does criminal profiling maintain public safety or reinforce criminal stereotypes?

#### **Unit Overview:**

During this unit, students will evaluate the strengths and weaknesses of criminal profiling. To begin, students will do a jigsaw background project on personality development theories in psychology. They will then apply the personality theories to synthesize multiple theories together to profile a case study. Students will then approach profiling through the lens of the FBI Behavioral Analysis Unit. Students will read chapter 5 of the Constanzo textbook to develop basic background knowledge. Supplemental readings will also be from the DSM-V on psychopathology and antisocial personality diagnosis and the FBI B.A.U. report on statistics and classifications of violent crime and sexual assault. Students will conduct research on a serial killer and write a research paper that connects the serial killer to profile statistics, clinical definitions of psychopathology, and also profiles the victims. Students will then present to the class an overview of the crimes, their profile of the killer, and the profiles that the victims fit. Finally, students will debate the validity of behavioral profiling and assess how the media portrays serial killers, psychopaths, and FBI profilers. Students will also debate racial, religious, and geographic profiling in regards to ethical issues of discrimination versus proactive crime prevention. In this debate students will cover validity and accuracy of profiling.

To apply their knowledge about questions of validity and bias in collecting forensic evidence, students will continue to listen to the Hollywood and Crime podcast series (episodes 7). Students will continue to keep an investigative journal which documents the collection of forensic evidence and crime scene descriptions, eyewitness interviews, and suspect and victim profiles. For this particular unit, students will review their crime scene notes for all of the murders connected to the black dahlia and have a Harkness discussion concerning whether the murders should be linked together as a result of victim profiles and the profiling of the suspected serial killer. Discussion will also be cumulative and will re-examine issues related to past units. Students will also investigate the next box of clues associated with the "Hunt a Killer" murder mystery to begin to put together a profile and connect evidence.

#### **Learning Targets:**

- Identify stages of personality development through psychological lenses.
- Describe characteristics of psychopathology.
- Evaluate the validity of criminal profiling.

- Evaluate the validity of psychological autopsies.

#### **Unit Assignment(s):**

#### **Assessments:**

The personality theory presentation and profile activity will be a formative assessment for students to identify stages of personality development through different psychological perspectives. The serial killer research project and presentation will then have students apply characteristics of psychopathology and personality development to identify patterns of behavior among serial killers and their victims. The Black Dahlia discussion will continue this formative assessment of profiling the behavior of serial killers and their victims. Students will debate the ethics of profiling, as well as the validity and reliability such tactics on crime prevention. Throughout the unit, students will have quizzes on content as formative assessments. As with all of the units, the ongoing curating and reflection of student work in their portfolios as evidence for connections across science and humanities curriculum will work as a formative assessment. The summative assessment will consist of a cumulative multiple choice exam and a free response in which students will be given crime scene details and will have to develop a logical profile of the criminal and victim and assess the strengths and weaknesses of the validity of their profile.

#### **Unit 6: Competency to Stand Trial, Insanity Defense, & Syndrome Defenses**

**Essential Unit Question:** How does the criminal justice system define competency to stand trial and how does it deal with incompetent defendants?

#### **Unit Overview:**

During this unit, students will examine the nature of mental illness and how the criminal justice system deals with defendants that have mental health issues. To begin this unit, students will learn about the general classifications of mental illness as outlined by the DSM-V. After that, students will choose a specific mental illness to research and present to the class. Once students have a general understanding of mental illness, they will learn how the court system defines competency to stand trial and examine key cases that set precedent for issues related to competency. Students will read chapters 8,9, and 10 in the Costanzo textbook to gain background information on issues related to competency to stand trial, the insanity defense, and different syndromes that may be taken into account when assessing whether or not a defendant may be held responsible for their actions. The key cases that students will look at during this unit will be the trial of Andrea Yates, the assassination of Harvey Milk, and the attempted assassination of Ronald Reagan. Finally, students will do a project on the media perceptions of mental illness and criminal behavior. Students will choose from a list of movies or TV shows and examine how the mental illnesses are portrayed through the media and the potential impact on creating social stigmas surrounding mental illnesses.

Students will continue to listen to the Hollywood and Crime podcast series (episodes 10-12). Students will finalize their investigative journal which documents the collection of forensic evidence and crime scene descriptions, eyewitness interviews, and suspect and victim profiles involved with the Black Dahlia murders. There will be a final presentation that students give that argues whether the Black Dahlia murder is connected to the other murders or not based on the interpretation of evidence presented in the podcast and students own outside research. Students will also investigate the next box of clues associated with the "Hunt a Killer" murder mystery to continue to put together a profile and connect evidence. Since this is the last unit of the semester, students will also need to finalize their portfolios so that their evidence allows them to answer the key questions for the class (**Forensics Program Essential Question:** What is truth and how is it applied? **Course Overarching Question:** How does forensic psychology enable a more reliable understanding of truth within the criminal justice system?). Student will need to publish and defend their portfolios.

#### **Learning Targets:**

- Identify criteria used to diagnose different categories of mental illnesses.
- Identify criteria used to assess whether a defendant is competent to stand trial.
- Understand how the criminal justice system deals with incompetent defendants.
- Examine case precedent to develop a current understanding of Insanity Law.
- Identify tests and techniques for assessing insanity.
- Examine case studies/ precedent for syndrome defenses as a way to argue self-defense or temporary insanity.
- Understand how jurors respond to cases where incompetence or insanity is used as a defense.

#### **Unit Assignment(s):**

#### **Assessments:**

Students will have formative assessments through quizzes and discussions about the reading and research regarding mental illnesses and competency to stand trial. Additionally, students will give presentations regarding mental illnesses, key court cases that used a syndrome defense, and the Black Dahlia final presentations and discussion. As with all of the units, the ongoing curating and reflection of student work in their portfolios as evidence for connections across science and humanities curriculum will work as a formative assessment. Summative assessments will include a MC and short answer exam.

#### **Unit 7: Juries, Judges, and the Media**

**Essential Unit Question:** Does a trial by jury ensure a fair trial?

#### **Unit Overview:**

During this unit, students will examine and evaluate the complex relationship between judges, juries, and the media in determining a verdict for a high profile criminal case. Students will also develop an overview of legal procedures during a criminal trial. To obtain background knowledge, students will read chapters 6 and 13 in the Costanzo textbook. In addition, students will also be assigned to research and demonstrate specific social psychology theories on social influence, group dynamics and group decision making. This is to help understand the psychology behind a jury reaching a decision. As a way to examine the way the media can impact the trial process, we will watch the documentary O.J.: Made in America (ESPN) and students will evaluate the role that the media played in the outcome of that trial. They will then look at the case study of the trial of George Zimmerman and discuss any parallels between the impacts of the media on the cases. Finally, students will look at the progression of jury reform that has happened in American law and evaluate the current state of jury reforms. Ultimately, student should be collecting evidence for their portfolio that answers the key unit question of whether a trial by jury ensures a fair trial.

This semester, students will have the choice to follow one of three documentaries outside of class to bring in a connect to each unit (Just like the Hollywood and Crime podcast first semester). Students may choose to follow S Town (podcast), Serial- season 1 (podcast), or Making a Murderer (Netflix documentary). Students will be expected to listen or watch episodes each unit, take notes on developments of each investigation, and host discussions in class that connect the outside media to the key questions of each unit. Students will also investigate the next box of clues associated with the "Hunt a Killer" murder mystery to continue to put together a profile and connect evidence.

#### **Learning Targets:**

- Identify how social science is used to understand juror characteristics and attitudes as predictors of verdict.
- Evaluate the role that pretrial publicity plays in juror bias.
- Understand basic overview of trial procedure.
- Understand how group dynamics play a role in jury deliberations.
- Define processes and expectations of jury decision making.
- Examine reasons for jury nullification.
- Examine ongoing efforts for jury reform.
- Identify responsibilities attributed to judges compared to juries.

#### **Unit Assignment(s):**

#### **Assessments:**

Students will have formative assessments through quizzes and discussions about the reading. Additionally, students will give presentations regarding social psychology and group dynamics. Position papers and graded discussions will cover key court cases that illustrate the complex relationships between judges, juries, and the media (George Zimmerman, O.J. Simpson). As with all of our units, the ongoing curating and reflection of student work in their portfolios as evidence for connections across science and humanities curriculum will work as a formative assessment. Students will also host graded discussions using evidence from their outside media assignments addressing the unit essential question. Students will engage in debate over jury reform. Summative assessments will include a MC and short answer exam

#### **Unit 8: Children and the Law: Interviewing Children, Childhood Memory, & Child Custody Issues**

**Essential Unit Question:** How should the legal system use social science to protect and care for children?

#### **Unit Overview:**

During this unit, students will examine common ways that minors interact with the justice system. Students will also examine theories of developmental psychology from early childhood to early adulthood in order to understand developmentally appropriate techniques for interacting with children. To gather background knowledge, students will read chapters 11 and 12 in the Costanzo textbook. Students will begin unit with a collaborative project which will jigsaw biological, psychodynamic, moral, and cognitive theories of development. Students will collaborate on a google slides project to create a shared presentation. Students will explain their slides during class and will be asked to compare theories. Next students will read about interviewing techniques and testimony of children. They will need to be able to demonstrate the interviewing techniques covered in class and explain how they are developmentally appropriate. We will research experiments on childhood memory and recall, specifically looking at the research on false memories done by Elizabeth Loftus. Students will apply research about false memories into the interview techniques that were presented to further evaluate their effectiveness. Finally, students will examine issues related to child custody disputes, specifically ways to promote resilience in children.

Students will continue to follow one of three documentaries outside of class: S Town (podcast), Serial- season 1 (podcast), or Making a Murderer (Netflix documentary) to bring in and connect to each unit. Specifically students will be expected to listen or watch episodes and take notes on developments of each investigation, and host discussions in class that connect the outside media to the key questions of each unit. Students will also investigate the next box of clues associated with the "Hunt a Killer" murder mystery to continue to put together a profile and connect evidence.

#### **Learning Targets:**

- Understand how to interview children effectively.
- Understand developmental theories in psychology from early childhood to early adulthood.

- Evaluate research related to recovered and implanted memories.
- Identifying principles used to determine child custody.
- Evaluate research regarding the impact that divorce has on children.

#### **Unit Assignment(s):**

#### **Assessments:**

Students will have formative assessments through quizzes and discussions about the reading. Additionally, students will give presentations regarding developmental psychology. Students will have a performance assessment by demonstrating developmentally appropriate interview techniques of children. Students will also have a research paper on promoting resilience for children of divorced or separated parents. As with all of the units, the ongoing curating and reflection of student work in their portfolios as evidence for connections across science and humanities curriculum will work as a formative assessment. Students will also host graded discussions using evidence from their outside media assignments addressing the unit essential question. Students will engage in debate over jury reform. Summative assessments will include a MC and short answer exam.

#### **Unit 9: Predicting Violent Behavior**

#### **Unit 9: Predicting Violent Behavior**

**Essential Unit Question:** How can social science be used to protect the public from future violent behavior?

#### **Unit Overview:**

During this unit, students will examine methods that are used to predict violent behavior in the future. Students will also gain an overview of the different classifications of violent crime along with compulsions and tendencies that might drive an offender to violent crime. To gather background knowledge, students will read chapter 14 in the Costanzo textbook. This unit will specifically look at philias and legal definitions of sex crimes as well as the effectiveness of community notification and registration laws. Students will look at case studies that feature civil commitment, both involuntary and voluntary, and determine what criteria is necessary to meet the legal requirements through comparing case studies. Students will also identify and research various types of risk assessment tools that students will present for their strengths and weaknesses. Additionally, students will be asked to evaluate the ethics of using risk assessment tools. Ultimately the unit will conclude with a Harkness table discussion that uses evidence from the unit to answer whether social science can be used to protect the public from future violent behavior.

Students will continue to follow one of three documentaries outside of class: S Town (podcast), Serial- season 1 (podcast), or Making a Murderer (Netflix documentary) to bring in and connect to each unit. Specifically students will be expected to listen or watch episodes and take notes on developments of each investigation, and host discussions in class that connect the outside media to the key questions of each unit. Students will also investigate the next box of clues associated with the "Hunt a Killer" murder mystery to continue to put together a profile and connect evidence.

#### **Learning Targets:**

- Analyze specific case studies related to sexually violent repeat offenders.
- Identify types of risk factors used to predict future dangerousness.
- Identify methods and outcomes of various risk assessments.
- Evaluate treatment options to reduce the risk of violence.
- Analyze the use of civil commitment through case studies.

#### **Unit Assignment(s):**

#### **Assessments:**

Students will have formative assessments through quizzes and discussions about the reading. Additionally, students will give presentations regarding types of risk assessment tools and the ethical nature of using them to predict future behavior of individuals. Another formative assessment will be the Harkness Discussion on the ability of social science to predict future behavior. As with all of the units, the ongoing curating and reflection of student work in their portfolios as evidence for connections across science and humanities curriculum will work as a formative assessment. Students will also host graded discussions using evidence from their outside media assignments addressing the unit essential question. Students will engage in debate over jury reform. Summative assessments will include a MC and short answer exam.

### **Unit 10: Correctional Psychology & the Death Penalty**

**Essential Unit Question:** How effective is prison for reforming criminal behavior?

#### **Unit Overview:**

During this unit, students will gain an overview of the penal system in the United States. Students will also examine the legal frameworks involved with sentencing convicted criminals, architectural elements that impact the behavior of prisoners, the impact prison has on the identity of an individual, and evaluate the strengths and weaknesses with using the death penalty as a deterrent. To gather background knowledge, students will read chapters 16 and 17 in the Costanzo textbook. Students will explore the culture of prison through learning about the Stanford Prison Experiment and evaluating Zimbardo's conclusions about the power of the situation on identity. Students will also research architectural designs of prisons (i.e the panopticon) and use their research to support an architectural plan that would ensure safety and rehabilitation of a hypothetical prison population. Student will present their building designs and explain the theories that they are based on. Students will engage in a debate over whether solitary confinement is cruel and unusual punishment or a suitable sentence for reforming criminal behavior. This debate will lead up to the final activity in this unit which is another debate over the death penalty.

#### **Learning Targets:**

- Understand factors involved in sentencing decisions.
- Identify and evaluate how the goals of imprisonment in the United States have evolved over time.
- Identify the different types of imprisonment.
- Understand the culture of prison .
- Analyze the arguments in supreme court decisions regarding capital murder trials.
- Evaluate the effectiveness of the death penalty as a deterrent.
- Apply ethical principles to the use of imprisonment and the death penalty.
- Evaluate different architectural designs of prisons and their impact on inmate behavior.

#### **Unit Assignment(s):**

##### **Assessments:**

Students will have formative assessments through quizzes and discussions about the reading. Additionally, students will give presentations regarding design elements in a prison that are informed by philosophies on behavior modification. This unit will feature two different class debates which will cover the topics of solitary confinement and the death penalty. Both debates will require students to prepare a position paper ahead of time and then perform in front of the class. As with all of the units, the ongoing curating and reflection of student work in their portfolios as evidence for connections across science and humanities curriculum will work as a formative assessment. Students will also host graded discussions using evidence from their outside media assignments addressing the unit essential question. Students will engage in debate over jury reform. Summative assessments will include a MC and short answer exam.

#### **Final Exam**

**Course Overarching Question:** How does forensic psychology enable a more reliable understanding of truth within the criminal justice system?

**Unit Assignment(s):**

**Semester 1**

*Digital Portfolio:* Students will submit a digital portfolio of coursework that they curate as evidence of the course overarching question. The digital portfolio will be reviewed by both peers, teachers, and community members for each chosen piece to demonstrate logical and scientific applications to the criminal justice system.

*Capstone Project:* Students will also work in investigation teams to present a semester Capstone Project that involves researching a cold case not covered in class and then evaluating the validity and reliability of all documented evidence, interviews, and testimony. Students will assess suspect profiles, victim profiles, and then argue whether they agree with the original investigation. Students will have to present their investigation to a panel of teachers through their choice of media. They may create a podcast, documentary, build a model, or create a live presentation.

**Semester 2**

*Digital Portfolio:* Students will submit a digital portfolio of coursework that they curate as evidence of the course overarching question. The digital portfolio will be reviewed by both peers, teachers, and community members for each chosen piece to demonstrate logical and scientific applications to the criminal justice system.

*Capstone Project:* The final Capstone Project for the course will again have students to work in investigation teams. A crime scene will be designed for them to analyze and they will not be given any direction beyond the physical scene of the crime. Student teams will need to conduct their investigation which includes analyzing physical evidence, interviewing eyewitnesses, developing a logical profile of a suspect, establishing a possible motive, and putting together a plausible crime scene narrative. Students will have to present their investigation to a panel of teachers through their choice of media. They may create a podcast, documentary, build a model, or create a live presentation.

## Course Materials

### Textbooks

Title	Author	Publisher	Edition	Website	Primary
Forensic and Legal Psychology: Psychological Science Applied to Law	Mark Costanzo and Daniel Krauss	Worth Publisher	2nd Edition	<a href="http://macmillanlearning.com/Catalog/product/forensicandlegalpsychology-secondedition-costanzo#tab">http://macmillanlearning.com/Catalog/product/forensicandlegalpsychology-secondedition-costanzo#tab</a>	Yes
Psychology: An Introduction	Charles G. Hall	Prentice Hall	11th edition		



Title	Author	Publisher	Edition	Website	Primary
Introduction	Morris and Albert A. Maisto		n/ 2002		

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Bill Mocnik, Director of Student Achievement, Secondary

Date: April 25, 2019

Board Item: Broadening the Course of Study – New Secondary Course, International Baccalaureate Film Studies Higher Level

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### **HISTORY**

Board Policy 6143, *Courses of Study*, requires that “*the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum.*”

### **BACKGROUND INFORMATION**

In order to make certain that District students are prepared for the twenty-first century, the changes in standards and a-g requirements, new secondary courses are routinely proposed to ensure post-secondary success for all students.

### **CURRENT CONSIDERATIONS**

Through the study and analysis of film texts and exercises in film-making, International Baccalaureate (IB) Film Studies Higher Level explores film history, theory and socio-economic background. The course develops students’ critical abilities, enabling them to appreciate the multiplicity of cultural and historical perspectives in film. To achieve an international understanding within the world of film, students are taught to consider film texts, theories, and ideas from the points of view of different individuals, nations and cultures.

There are no prerequisites for this course and it will satisfy the “F” requirement for University of California a-g requirements. The course will be available to students in grades 11 and 12.

IB Film Studies Higher Level will be offered at San Clemente High School beginning in the 2019-2020 school year and be available at Capistrano Valley High School should it choose to offer the course.

### **FINANCIAL IMPLICATIONS**

None. Current textbooks and instructional resources will be utilized for this course.

**STAFF RECOMMENDATION**

Approval of Broadening the Course of Study – New Secondary Course, International Baccalaureate Film Studies Higher Level.

**PREPARED BY:** Bill Mocnik, Director of Student Achievement, Secondary

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services

Requested by: Alper 92

**Capistrano Unified School District  
AERIES course Number Request/Change Form**

**RESET FORM**

STATE COURSE  
2962 CODE

**Note: All highlighted fields must be completed prior to submission for approval.**  
 Complete other fields as applicable. Enter N/A if field does not apply to course.

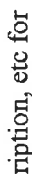
Submit completed form along with required documents, course description, etc for  
 Board Approval to the Education division.

Course-ID: (Completed by District Office)											
Fall										Spring	

DISTRICT OFFICE USE ONLY

DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

Added course to Aeries by TIS

Approval:  Date: \_\_\_\_\_

3 / 12 / 2019

Executive Director, Secondary Instructional Services

Course Title (appears on transcript) (15 characters max)						Long Title		NonAcademic /Honors	College Prep								
I	B	F	I	L	M	S	T	U	D	I	E	S	IB Film Studies HL2		H	P or N/A	P

Grade Range		Semester/Qtr Credit	Max Credit per course #	Subject Area Codes	Dept	Term	NCES Code	Next Course ID
11	12	5.0	5	1	A	Q = QTR S = Sem Y = Year		

[illegible]

California Specific Fields					NCLB Specific Fields					
CSU Entrance			UC Entrance			NCLB Core	Core Area 1	Core Area 2	CSF List	CBEDS#
Requirement	Elective	Honors	Requirement	Elective	Honors					
F	F	H		F	H	Secondary	Arts			052814

Revised 7/12/2016

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**\*\* Attach CDE description of course from CDE web site**

**Course of Study Recommendations for 2019-20**

Board Policy 6143 requires that “the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum.” In order to ensure our students are prepared for the 21<sup>st</sup> Century, the changes in standards and a-g requirements, the following courses are proposed for the 2019-20 secondary course catalog (see Course Catalog Proposal attached). Included in the matrix is the proposed course title, description, and course detail. Additional course information (including course syllabi) can be viewed through Education Services, Secondary Division.

**COURSE CATALOG PROPOSAL  
2019-20**

Course	Description	Grade Range	Department	Credits Per Semester	A-G Status	Term
IB Film Studies	Through the study and analysis of film texts and exercises in film-making, the course explores film history, theory and socio-economic background. The course develops students’ critical abilities, enabling them to appreciate the multiplicity of cultural and historical perspectives in film. To achieve an international understanding within the world of film, students are taught to consider film texts, theories and ideas from the points of view of different individuals, nations and cultures	11-12	Fine Arts	5	F	Y
IB Global Politics	This course explores fundamental political concepts such as power, equality, sustainability and peace in a range of contexts. It allows students to develop an understanding of the local, national, international and global dimensions of political activity and processes, as well as to explore political issues affecting their own lives. The course helps students to understand abstract political concepts by grounding them in real-world examples and case studies. It also invites comparison between such examples and case studies to ensure a wider and transnational perspective.	12	Social Science	5	G	Y

# International Baccalaureate Diploma Programme Subject Brief



The arts:

Film – Higher level

First assessments 2010 – Last assessments 2016

The IB Diploma Programme (DP) is a rigorous, academically challenging and balanced programme of education designed to prepare students aged 16 to 19 for success at university and life beyond. The DP aims to encourage students to be knowledgeable, inquiring, caring and compassionate, and to develop intercultural understanding, open-mindedness and the attitudes necessary to respect and evaluate a range of viewpoints.

To ensure both breadth and depth of knowledge and understanding, students must choose at least one subject from five groups: 1) their best language, 2) additional language(s), 3) social sciences, 4) experimental sciences, and 5) mathematics. Students may choose either an arts subject from group 6, or a second subject from groups 1 to 5. At least three and not more than four subjects are taken at higher level (240 recommended teaching hours), while the remaining are taken at standard level (150 recommended teaching hours). In addition, three core elements—the extended essay, theory of knowledge and creativity, action, service—are compulsory and central to the philosophy of the programme.



These IB DP subject briefs illustrate key course components.

- I. Course description and aims
- II. Curriculum model overview
- III. Assessment model

## I. Course description and aims

The IB Diploma Programme film course aims to develop students' skills so that they become adept in both interpreting and making film texts.

Through the study and analysis of film texts and exercises in film-making, the course explores film history, theory and socio-economic background. The course develops students' critical abilities, enabling them to appreciate the multiplicity of cultural and historical perspectives in film. To achieve an international understanding within the world of film, students are taught to consider film texts, theories and ideas from the points of view of different individuals, nations and cultures.

Students also develop the professional and technical skills (including organizational skills) needed to express themselves creatively in film. The course emphasizes the importance of working individually and as a member of a group. A challenge for students following this course is to become aware of their own perspectives and biases and to learn to respect those of others. This requires willingness to attempt to understand alternative views, to respect and appreciate cultural diversity, and to have an open and critical mind.

In addition, the course is designed to promote:

- an appreciation and understanding of film as a complex art form
- an ability to formulate stories and ideas in film terms
- the practical and technical skills of production
- critical evaluation of film productions by the student and by others
- a knowledge of film-making traditions in more than one country.

## II. Curriculum model overview

Component	Recommended teaching hours
<b>Part 1: Textual analysis</b> <ul style="list-style-type: none"> <li>• Construction according to narrative or other formal organizing principles</li> <li>• Representation of characters and issues</li> <li>• Camera angles, shots and movement</li> <li>• Editing and sequencing</li> <li>• Lighting, shade and colour</li> <li>• Sound</li> <li>• Location and set design</li> <li>• Features determining genre</li> <li>• Target audience</li> <li>• Historical, economic, sociocultural and institutional factors</li> </ul>	60

**Part 2: Film theory and history**

Aspects of film theory and history can be introduced to students by asking such questions as:

- Who made this?
- Why?
- What can we tell about the film-maker(s)?
- For whom was it made? How does it address its audience? What is the nature of our engagement with film?
- What outside influences can we perceive in terms of finance, ownership, institution and sociocultural context?
- What tradition is it in (for example, American gangster film, Bollywood musical)?
- To what other works might it be connected?

60

**Part 3: Creative process—techniques and organization of production****Initial planning**

- Finding the idea
- Research
- Treatment and script development

**Pitch and approval**

- Developing the proposal
- Negotiating the proposal with the teacher
- Receiving approval to proceed

**Technical planning**

- Conceptualization
- Visualization
- Production scheduling
- Editing and sound strategies

**Physical production**

- Pre-production
- Production
- Post-production

**Production journal****Retention of materials**

120

**III. Assessment model**

Having followed the higher level film course, students are expected to demonstrate the following:

- An understanding of the variety of ways in which film creates meaning.
- An understanding and effective use of appropriate film language.
- Originality and creativity in developing an idea through the various stages of film-making, from conception to finished production.
- Technical skills and an appropriate use of available technology.
- The ability to draw together knowledge, skills, research and experience, and apply them analytically to evaluate film texts.
- A critical understanding of the historical, theoretical, sociocultural, economic and institutional contexts of film in more than one country.
- The ability to research, plan and organize working processes
- The ability to reflect upon and evaluate film production processes and completed film texts.

**Assessment at a glance**

Type of assessment	Format of assessment	Weighting of final grade (%)
External		50
Independent study	Rationale, script and list of sources for a short documentary production of 12–15 pages on an aspect of film theory and/or film history, based on a study of a minimum of four films. The chosen films must originate from more than one country.	25
Presentation	An oral presentation of a detailed critical analysis of a continuous extract from a prescribed film. Maximum length of presentation: 15 minutes.	25
Internal		50
Production portfolio	One completed film project with an associated trailer and written documentation encompassing and connecting both: no more than 1,750 words. Length of film project: 6–7 minutes.	50

About the IB: For over 40 years the IB has built a reputation for high-quality, challenging programmes of education that develop internationally minded young people who are well prepared for the challenges of life in the 21st century and able to contribute to creating a better, more peaceful world.

For further information on the IB Diploma Programme, visit: <http://www.ibo.org/diploma/> Complete subject guides can be accessed through the IB Online Curriculum Center (OCC), the IB university and government official system, or purchased through the IB store: <http://store.ibo.org>

To learn more about how the IB Diploma Programme prepares students for success at university, visit: [www.ibo.org/recognition](http://www.ibo.org/recognition) or email: [recognition@ibo.org](mailto:recognition@ibo.org)

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Bill Mocnik, Director of Student Achievement, Secondary

Date: April 25, 2019

Board Item: Broadening the Course of Study – New Secondary Course, International Baccalaureate Global Politics Higher Level

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### **HISTORY**

Board Policy 6143, *Courses of Study*, requires that “*the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum.*”

### **BACKGROUND INFORMATION**

In order to make certain that District students are prepared for the twenty-first century, the changes in standards and a-g requirements, new secondary courses are routinely proposed to ensure post-secondary success for all students.

### **CURRENT CONSIDERATIONS**

International Baccalaureate (IB) Global Politics Higher Level explores fundamental political concepts such as power, equality, sustainability and peace in a range of contexts. It allows students to develop an understanding of the local, national, international, and global dimensions of political activity and processes, as well as to explore political issues affecting their own lives. The course helps students to understand abstract political concepts by grounding them in real-world examples and case studies. It also invites comparison between such examples and case studies to ensure a wider transnational perspective.

The prerequisite for this course is successful completion of IB American History. This course will meet the “g” requirement for University of California a-g requirements and will be available to students in grade 12.

IB Global Politics Higher Level will be offered at San Clemente High School beginning in the 2019-2020 school year and will be available at Capistrano Valley High School should it choose to offer this course.



### **FINANCIAL IMPLICATIONS**

Expenditures for textbooks are estimated to be \$1,800 funded by site library abatement funds.

### **STAFF RECOMMENDATION**

Approval of Broadening the Course of Study – New Secondary Course, International Baccalaureate Global Politics Higher Level.

**PREPARED BY:** Bill Mocnik, Director of Student Achievement, Secondary

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services

Requested by: \_\_\_\_\_

**Capistrano Unified School District  
AERIES course Number Request/Change Form**

# RESET FORM

2780 STATE COURSE  
CODE

**Note: All highlighted fields must be completed prior to submission for approval.**  
Complete other fields as applicable. Enter N/A if field does not apply to course.

Submit completed form along with required documents, course description, etc for Board Approval to the Education division.

[illegible]

**DISTRICT OFFICE USE ONLY**

**DATE:**                      **INITIAL:**

**Added course to Aeries by TIS**

Approval:  Date: \_\_\_\_\_

3/12/2019

Executive Director, Secondary Instructional Services

Course Title (appears on transcript) (15 characters max)										Long Title		NonAcademic /Honors	College Prep	
I	B	G	L	O	B	A	L	P	O	L	I	IB Global Politics HL2	H	P or N/A

Grade Range		Semester/Quarter Credit	Max Credit per course #	Subject Area Codes	Dept	Term	NCES Code	Next Course ID
Low	High					Q = Quarter S = Semester Y = Year		
12	12	5.0	5	A E	H		Y	

[illegible]

California Specific Fields							NCLB Specific Fields			
CSU Entrance			UC Entrance			NCLB	Core	Core	CSF List	CBEDS#
Requirement	Elective	Honors	Requirement	Elective	Honors	Core	Area 1	Area 2		
G	H	H	G	H	H	Secondary	History	Economics		052814

Revised 7/12/2016

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**\*\* Attach CDE description of course from CDE web site**

**Course of Study Recommendations for 2019-20**

Board Policy 6143 requires that “the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum.” In order to ensure our students are prepared for the 21<sup>st</sup> Century, the changes in standards and a-g requirements, the following courses are proposed for the 2019-20 secondary course catalog (see Course Catalog Proposal attached). Included in the matrix is the proposed course title, description, and course detail. Additional course information (including course syllabi) can be viewed through Education Services, Secondary Division.

**COURSE CATALOG PROPOSAL  
2019-20**

<b>Course</b>	<b>Description</b>	<b>Grade Range</b>	<b>Department</b>	<b>Credits Per Semester</b>	<b>A-G Status</b>	<b>Term</b>
IB Film Studies	Through the study and analysis of film texts and exercises in film-making, the course explores film history, theory and socio-economic background. The course develops students’ critical abilities, enabling them to appreciate the multiplicity of cultural and historical perspectives in film. To achieve an international understanding within the world of film, students are taught to consider film texts, theories and ideas from the points of view of different individuals, nations and cultures	11-12	Fine Arts	5	F	Y
IB Global Politics	This course explores fundamental political concepts such as power, equality, sustainability and peace in a range of contexts. It allows students to develop an understanding of the local, national, international and global dimensions of political activity and processes, as well as to explore political issues affecting their own lives. The course helps students to understand abstract political concepts by grounding them in real-world examples and case studies. It also invites comparison between such examples and case studies to ensure a wider and transnational perspective.	12	Social Science	5	G	Y

# International Baccalaureate Diploma Programme Subject Brief



Individuals and societies:

Global politics—higher level

First assessments 2017—last assessments 2024

The IB Diploma Programme (DP) is a rigorous, academically challenging and balanced programme of education designed to prepare students aged 16 to 19 for success at university and life beyond. The DP aims to encourage students to be knowledgeable, inquiring, caring and compassionate, and to develop intercultural understanding, open-mindedness and the attitudes necessary to respect and evaluate a range of viewpoints. Approaches to teaching and learning (ATL) are deliberate strategies, skills and attitudes that permeate the teaching and learning environment. In the DP, students develop skills from five ATL categories: thinking, research, social, self-management and communication.

To ensure both breadth and depth of knowledge and understanding, students must choose six courses from six distinct groups: 1) studies in language and literature; 2) language acquisition; 3) individuals and societies; 4) sciences; 5) mathematics; 6) the arts. Students may choose to replace the arts course with a second course from one of the other five groups. At least three, and not more than four, subjects are taken at higher level (240 recommended teaching hours), while the remaining are taken at standard level (150 recommended teaching hours). In addition, three core elements—the extended essay, theory of knowledge and creativity, activity, service—are compulsory and central to the philosophy of the programme.



These DP subject briefs illustrate four key course components.

- I. Course description and aims
- II. Curriculum model overview

- III. Assessment model
- IV. Sample questions

## I. Course description and aims

The DP global politics course explores fundamental political concepts such as power, equality, sustainability and peace in a range of contexts. It allows students to develop an understanding of the local, national, international and global dimensions of political activity and processes, as well as to explore political issues affecting their own lives. The course helps students to understand abstract political concepts by grounding them in real-world examples and case studies. It also invites comparison between such examples and case studies to ensure a wider and transnational perspective.

Teachers explicitly teach thinking and research skills such as comprehension, text analysis, transfer, and use of primary sources. The study of global politics enables students to critically engage with different and new perspectives and approaches to politics in order to comprehend the challenges of the changing world and become aware of their role in it as active global citizens.

The aims of the global politics course are to enable students to:

- understand key political concepts and contemporary political issues in a range of contexts
- develop an understanding of the local, national, international and global dimensions of political activity
- understand, appreciate and critically engage with a variety of perspectives and approaches in global politics
- appreciate the complex and interconnected nature of many political issues, and develop the capacity to interpret competing and contestable claims regarding those issues.

## II. Curriculum model overview

Component	Recommended teaching hours
<b>Core units: People, power and politics</b> Four compulsory units: <ol style="list-style-type: none"> <li>1. Power, sovereignty and international relations</li> <li>2. Human rights</li> <li>3. Development</li> <li>4. Peace and conflict</li> </ol>	130
<b>Engagement activity</b> An engagement on a political issue of personal interest, complemented with research.	20
<b>HL extension: Global political challenges</b> Political issues in two of the following six global political challenges are researched and presented through a case study approach. <ol style="list-style-type: none"> <li>1. Environment</li> <li>2. Poverty</li> <li>3. Health</li> <li>4. Identity</li> <li>5. Borders</li> <li>6. Security</li> </ol>	90

### III. Assessment model

There are four assessment objectives for the DP global politics course. Having followed the course at higher level (HL), students will be expected to meet the following objectives.

#### Assessment objective 1: Knowledge and understanding

- Demonstrate knowledge and understanding of key political concepts and contemporary issues in global politics.
- Demonstrate understanding of relevant source material.
- Demonstrate understanding of a political issue in a particular experiential situation.
- Demonstrate in-depth knowledge and understanding of political issues in two detailed case studies.

#### Assessment objective 2: Application and analysis

- Apply knowledge of key political concepts to analyse contemporary political issues in a variety of contexts.
- Identify and analyse relevant material and supporting examples.
- Use political concepts and examples to formulate, present and sustain an argument.
- Apply knowledge of global politics to inform and analyse experiential learning about a political issue.
- Apply knowledge of global politics to analyse political issues in two case studies.

#### Assessment objective 3: Synthesis and evaluation

- Compare, contrast, synthesize and evaluate evidence from sources and background knowledge.
- Compare, contrast, synthesize and evaluate a variety of perspectives and approaches to global politics, and evaluate political beliefs, biases and prejudices, and their origin.
- Synthesize and evaluate results of experiential learning and more theoretical perspectives on a political issue.
- Demonstrate synthesis and evaluation of different approaches to, and interpretations of, political issues in two case studies.

#### Assessment objective 4: Use and application of appropriate skills

- Produce well-structured written material that uses appropriate terminology.
- Organize material into a clear, logical, coherent and relevant response.
- Demonstrate evidence of research skills, organization and referencing.
- Present ideas orally with clarity.

### Assessment at a glance

Type of assessment	Format of assessment	Time (hours)	Weighting of final grade (%)
External		4	60
Paper 1	Stimulus-based paper on a topic from one of the four core units	1.25	20
Paper 2	Extended response paper based on the four core units	2.75	40
Internal			
Engagement activity	A written report (2,000-word maximum) on a political issue explored through engagement and research.	20	20
HL extension: global political challenges	Two video-recorded oral presentations (10-minute maximum each) of two case studies chosen from two different HL extension topics.	90	20

### IV. Sample questions

#### Paper 1

- According to the stimulus material, what are three advantages of NGOs over other actors in global politics?
- Explain the term “civil society”, using both the information in the sources and examples you have studied.

#### Paper 2

- “A national or regional approach to human rights enforcement is more effective than a global approach.” Discuss.
- Evaluate the claim that humanitarian intervention is a justifiable intrusion into the sovereignty of a state.

About the IB: For nearly 50 years, the IB has built a reputation for high-quality, challenging programmes of education that develop internationally minded young people who are well prepared for the challenges of life in the 21st century and are able to contribute to creating a better, more peaceful world.

For further information on the IB Diploma Programme, visit: [www.ibo.org/en/programmes/diploma-programme/](http://www.ibo.org/en/programmes/diploma-programme/).

Complete subject guides can be accessed through the IB online curriculum centre (OCC) or purchased through the IB store: <http://store.ibo.org>.

For more on how the DP prepares students for success at university, visit: [www.ibo.org/en/university-admission](http://www.ibo.org/en/university-admission) or email: [recognition@ibo.org](mailto:recognition@ibo.org).

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Educational Services

Prepared by: Pati Romo, Executive Director, Career Technical Education

Date: April 25, 2019

Board Item: Broadening the Course of Study – New Career Technical Education Course, Intro to Business

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**HISTORY**

Board Policy 6143, *Courses of Study*, requires that “*the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum.*”

**BACKGROUND INFORMATION**

In order to make certain that District students are prepared for the twenty-first century and to comply with recent changes in standards and a-g requirements, new Career Technical Education courses are routinely proposed to ensure post-secondary success for all students.

**CURRENT CONSIDERATIONS**

Students taking this course are introduced to basic economic principles and business practices, including business management and operations, entrepreneurship, marketing, finances, organizational structure, government and business, and risk management. Career opportunities and preparation, personal financial management, business writing and technological applications are also covered. There is an overarching emphasis on today's interconnected global economy throughout. Coursework and assignments provide hands-on and real-world learning experiences, as well as research and writing opportunities. By the end of the course, students will understand the basic practices and skills underlying the Business and Finance Industry Sector and will be prepared for the concentrator and capstone course of the Pathway. There is no prerequisite required for this course. The course is currently proposed for San Juan Hills High School in the fall of 2019.

**FINANCIAL IMPLICATIONS**

Financial impact is estimated at \$5,000 for supplies and equipment funded by College and Career Advantage.

**STAFF RECOMMENDATION**

Approval of Broadening the Course of Study – New Career Technical Education Course, Intro to Business.

**PREPARED BY:** Pati Romo, Executive Director, Career Technical Education

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services

### Course of Study Recommendations for 2019-20

Board Policy 6143 requires that “the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum.” In order to ensure our students are prepared for the 21<sup>st</sup> Century, the changes in standards and a-g requirements, the following courses are proposed for the 2019-20 secondary course catalog (see Course Catalog Proposal attached). Included in the matrix is the proposed course title, description, and course detail. Additional course information (including course syllabi) can be viewed through Education Services, Secondary Division.

### COURSE CATALOG PROPOSAL 2019-20

Course	Description	Grade Range	Department	Credits Per Semester	A-G Status	Term
Intro to Business	Students taking this course are introduced to basic economic principles and business practices, including business management and operations, entrepreneurship, marketing, finances, organizational structure, government and business, and risk management. Career opportunities and preparation, personal financial management, business writing and technological applications are also covered. There is an overarching emphasis on today's interconnected global economy throughout. Coursework and assignments provide hands-on and real-world learning experiences, as well as research and writing opportunities. By the end of the course, students will understand the basic practices and skills underlying the Business and Finance Industry Sector and will be prepared for the concentrator and capstone course of the Pathway.	9-12	CTE	5	N/A	Semester



Requesting School: CCA

Date Requested: 2-22-19

Requested by: Marie Shirran

Signature

# Capistrano Unified School District AERIES Course Number Request / Change Form

RESET FORM

**Note: All highlighted fields must be completed prior to submission for approval.**  
Complete other fields as applicable. Enter N/A if field does not apply to course.  
Submit completed form along with required documents, course description, etc for  
Board Approval to the Education division.

**Name Change Only - List Current Course numbers below**

Course-ID: (Completed by District Office)

Fall	D	1	0	1	8	Spring	D	1	0	1	8
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DISTRICT OFFICE USE ONLY

DATE: INITIALS:

Added course to Aeries by TIS

Approval:

Date: 2/26/2019

Assistant Superintendent, Curriculum & Instruction  
GR 6-12, AE

Course Title (appears on transcript)  
(15 characters max)

Long Title

I	N	T	R	O	T	O	B	U	S	I	N	E	S	S	Intro to Business	NonAcademic /Honors	N, H or N/A	N/A	College Prep	P or N/A	N/A
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	-------------------	------------------------	-------------	-----	-----------------	-------------	-----

Grade Range Low	High	Semester/Qtr Credit	Max Credit per course #	Subject Area Codes	Dept	Term	Next Course ID
9	12	5.0	5	Z	Y	Q = QTR S = Sem Y = Year	S

Pre-requisite Course ID	CTE pathway code & name	Voc Ed Level	Voc Subject	Course Level	Type	Articulated
	Introduction to Business #999	1		32	30	Scl = AR1 Dist = AR2
						N/A

California Specific Fields				NCLB Specific Fields		
CSU Entrance		UC Entrance		NCLB Secondary	Core Subj Area 1	Core Subj Area 2
Requirement	Elective	Honors	Requirement	Elective	Honors	CSF List
N/A						CBEDS# **
						7400

Revised 2/4/2019

L:\AERIES\_Procedures\_for\_TIS\Course request form.pdf

\*\*Attach CDE description of course from CDE web site

# Intro to Business

## Basic Course Information

Title:

Intro to Business

Length of course:

Semester

Subject area:

Career Technical Education

UC honors designation?

No

Prerequisites:

None

Co-requisites:

None

Integrated (Academics / CTE)?

Yes

Does your course include lab activities in your course description?

Yes

Grade levels:

9th, 10th, 11<sup>th</sup>, 12th

Course learning environment:

Classroom Based

## Course Description

Course overview:

Students taking this course are introduced to basic economic principles and business practices, including business management and operations, entrepreneurship, marketing, finances, organizational structure, government and business, and risk management. Career opportunities and preparation, personal financial management, business writing and technological applications are also covered. There is an overarching emphasis on today's interconnected global economy throughout. Coursework and assignments provide hands-on and real-world learning experiences, as well as research and writing opportunities. By the end of the course, students will understand the basic practices and skills underlying the Business and Finance Industry Sector and will be prepared for the concentrator and capstone course of the Pathway.

### **Economic Concepts**

This unit enables students to learn about economic concepts and how it affects every day life. Topics will include economic resources and systems, economic activity in a changing world, business ethics and social responsibility. Students will identify the types of economic measurements and explain the 4 phases of the business cycle. Students will evaluate how profit and competition motivate business. They will synthesize how economic indicators help us to understand the current health and viability of our economy and the global economy and how they effect and motivate consumers, businesses and government policies.

### **Key Assignments**

Students will choose a historical period and research how the economic conditions of the time affected individuals and populations. They will write an argumentative paper about the main economic factors that influenced events of the period, stating how they influenced them and who and what was affected. They will back up their claims using supporting evidence.

Students will create a chart showing the different economic resources that are required to produce one of your favorite consumer goods. They will consider the geographical source and cost of materials and resources, as well as the challenges involved in attaining and transporting them.

Students will select a company listed on the New York Stock Exchange. The student will identify the factors of production used within the company's industry, along with illustrating the companies historic business cycle on a time-line and identifying their specific competition. Presentation will be compiled and composed after research has been acquired.

### **Entrepreneurship and Business Structures**

In this unit, students will learn about the different forms of business ownership, with a particular emphasis on the roles and functions of entrepreneurship and small business. They will learn about the rewards and challenges of entrepreneurship and why entrepreneurs are important to the global economy, market research, steps to setting up a business and developing a business plan, and types and functions of business ownership including non-profit.

### **Key Assignments**

#### *Research a Business Leader*

Research a business leader whom you admire, someone with demonstrated national or international stature. Write a 500-word paper about how they achieved their business success, what business philosophy and practices they espouse, and what we can learn from their challenges and successes.

#### *Informational Interview*

Students will conduct an informational interview with a local business owner. They will document their questions and the interviewee's answers. Write a 500-word report about what they learned about running a business.

### *Business Ownership Chart*

Students will create a PowerPoint presentation about the different types of business ownership. Include a chart or graphic that depicts each ownership type, a one-paragraph description of each type, and identify a real-world business that is an example of each type. Compare the advantages and disadvantages of the different ownership types, and for each company identified, give two or more reasons for why they chose the ownership type they did.

### *Business Plan*

Students will create a business plan for a sole proprietorship. The project will include the following: Executive Summary, Company Description, Product and Service Plan, Vision and Mission Statement, Industry Overview, Competitive Analysis and Marketing Plan.

### **Management and Leadership**

In this unit, students will learn about the role of managers in organizations, the value of effective and ethical leadership, identify and differentiate the qualities of a good leader, leadership styles, and communication skills. They will demonstrate their understanding of these concepts through real-world activities that involve teamwork, filling leadership roles, and managing projects and events.

### **Key Assignments**

#### *Plan a Campus Event*

Working in teams, students will plan a campus event. They will each fill a specific role on the team, and work with the team mates to design and schedule the event, invite guests, promote the event, and oversee its progress to completion. Students will write a 300-word reflection and self-evaluation afterward, describing their experience working on the event and their management responsibilities.

#### *Management Case Study*

Research an organization that has suffered a scandal, and investigate the role that poor or unethical management and leadership played. Create a presentation about the case and state what lessons can be drawn from it about management and leadership.

### **Human Resources**

In this unit, students will learn about human resource management and how companies attract, reward and retain productive and effective employees. Functions, roles and activities of human resources management will be reviewed and case study role plays will help highlight key concepts. Culture and diversity in business employment will be reviewed. Students will learn how employees are selected, trained, and evaluated and background and reference processes within specific industries will be compared.

### **Key Assignments**

#### *Career Research Report*

Using the Bureau of Labor Statistics Occupational Outlook Handbook as a resource, students will research careers they are interested in, with particular emphasis on how to pursue specific careers, median income levels, and future outlook for different industries and careers. They will write a 300-page paper to report research results about one or more specific careers.

### *Human Resources Project*

Students will contact the Human Resources Departments of at least two large local companies and ask them what their areas of responsibility are. They will use the information to create a presentation that describes the role of a human resources department within a larger organization.

### *Workplace Skits*

In groups, students will write and perform skits that demonstrate common workplace conflict scenarios. They will follow the skits with a Q. and A. session for their audience, and provide take-away information for viewers.

### *Workplace Presentation*

Students will use presentation software to demonstrate the steps Human Resource Managers take to fill a position and will outline how social media use and personal financial history (FICO scores) affect the job applicant process. Students will create a flow chart as they work their way through the process.

## **Marketing**

In this unit, students will learn about the functions of marketing, the steps to develop a new product or service, consumer choices/rights and responsibilities, consumer protection laws, and how to evaluate the effectiveness of various types of media forms for specific industries. They will engage in hands-on marketing activities to gain competency and skill in different forms of marketing, including promoting their own personal brand, designing and creating fictitious products and services, and creating marketing campaigns for existing products and services. Students will compare marketing and advertising of old to the marketing and advertising that revolves around current Internet and social media practices.

## **Key Assignments**

### *Written Marketing Plan*

Design a product or service (whether fictitious or functional) and create a marketing plan around it. The marketing plan should include all relevant components, including executive summary, target market, marketing mix, mission/core competencies, SWOT analysis, competitive advantage, etc. It should be professionally completed and presentable.

### *Marketing Pitch*

Pitch a product or service you have designed to a panel of industry professionals, who will evaluate your business idea and consider investing in it. Your idea must be accompanied by a marketing plan. Demonstrate your oral presentation and “pitching” skills, as well as an understanding of financial concepts.

## **Financial Management**

In this unit, students will learn about how businesses analyze financial information to make business decisions. They will learn money functions as a standard of value, the functions of financial institutions and the Federal Reserve, the purpose of financial management and a financial plan. Students will compare and contrast the purpose and the standard value of money globally and will illustrate the relationship between financial institutions and the Federal Reserve. They will perform real financial calculations to understand accounting and budgeting practices.

### **Key Assignments**

#### *School Fundraiser*

Plan a school fundraiser, including a budget for expenses and projected revenue. Promote and manage the fundraiser, and perform the relevant accounting functions using industry-recognized software to analyze its success.

#### *Risk Management Essay*

Write a 500-word paper on the influence of risks and economic conditions on a company's operating budget. Take as your resource a case study of an actual organization.

#### *Global Comparison*

Students will compare and contrast the "Money Exchange Rates" in the current global market.

## **Personal Finance and Money Management**

In this unit, students will learn how to manage their money and connect personal finance concepts to their individual financial and lifestyle goals. Topics will include personal budgeting, banking, taxes, insurance, investments, and credit. Students will be able to create a personal budget and allocate expenses based on real or fictitious scenarios.

### **Key Assignments**

#### *Personal Budget*

Using spreadsheet software, create two personal budgets – one for your current financial situation, and one based on your projected/desired career and lifestyle. Consider income and expenses, emergency scenarios, and savings goals.

#### *Apartment Search*

Conduct a search for a real apartment, using available search resources, and based on the type of apartment you would like to have. Conduct research on the phone with landlords, and develop a budget for what you can afford. Present your findings to the class.

#### *Bank Accounts*

Research different kinds of savings and checking accounts with different financial institutions, including banks and credit unions. Create a chart that compares and contrasts the institutions

you researched. Write a 300-page paper explaining what institutions and accounts you would pursue and why.

## Career Planning

This unit will introduce business practices from a perspective of personal relevance — students' individual career, financial, and lifestyle goals. Students will begin preparing a career search portfolio that will integrate their understanding of professional communications and business expectations.

## Key Assignments

### *Business Portfolio*

Create a business and career search portfolio, including resume, references, cover letter, and write-ups of personal achievements. The portfolio should be of professional quality, and will be used in interviews and outreach opportunities with industry professionals.

### *Career Fair*

Attend a local college or career fair and write a two-paragraph summary of your experience.

## Course Materials

### Textbooks

Title	Author	Publisher	Edition	Website	Primary
Principles of Business	Dlabay, Burrow, and Kleindl	Cengage Learning	2012	www.cengage.com	No
Introduction to Business	Dr. Betty Brown, Dr. John E. Clow	McGraw Hill Glencoe	2008	[ empty ]	Yes

Title	Author(s)/Editor(s)/Compiler(s)	Affiliated Institution or Organization	URL
EverFi Financial Literacy		Everfi	http://everfi.com/
Bureau of Labor Statistics		Bureau of Labor	http://www.bls.gov/ooh
Occupational Outlook Handbook			
Freakonomics		Freakonomics	http://freakonomics.com/
Internal Revenue Service		Internal Revenue Service	http://www.irs.gov
Lynda.com		Lynda.com	https://www.lynda.com
Strong Interest Inventory		CPP	https://www.cpp.com/en/index.aspx

Title	Author	Director	Name of video series	Date	Website	Medium of Publication
Shark Tank			ABC			mp3

Title	Author	Director	Name of video series	Date	Website	Medium of Publication
Your Business Elevator Pitch			MSNBC			mp3



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Heidi Crowley, Coordinator Charter Schools and Strategic Initiatives

Date: April 25, 2019

Board Item: Memorandum of Understanding with Community Roots Academy

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**HISTORY**

The original charter petition for Community Roots Academy (CRA) was approved by the District on September 14, 2010, with a subsequent 5-year renewal on March 26, 2014. CRA submitted a second charter renewal petition to the District on January 24, 2019 and a public hearing was held on February 13, 2019.

**BACKGROUND INFORMATION**

On March 27, 2019 the District approved Resolution No. 1819-38, Resolution of the Board of Trustees to Approve the Charter Renewal Petition of CRA Public Charter School Subject to Entry into Memorandum of Understanding (MOU). The renewal is for a 5-year term, commencing July 1, 2019, subject to CRA's agreement to enter into a MOU. Per Board Policy 04204.4 *Charter School Authorization*:

*If the Board elects to approve the petition with conditions, this action by the Board shall constitute a denial of the petition unless the petitioner satisfies those conditions stated by the Board through a fully executed MOU ratified by the Board within 45 days of the date of the Board's approval with conditions. Should the petitioner and the District enter into such an MOU, the petition shall then be deemed approved as modified by the MOU.*

The MOU covers the following categories: Special Education, Employee Qualifications, Health and Safety, Racial and Ethnic Balance, Admissions and Procedures, Annual Financial Audits, Suspensions and Expulsions, and Operating Budget/Cash Flow Analysis. Per Board direction at the March 27, 2019 Board meeting, the following language was added to the Renewal MOU:

*CRA agrees to provide the District with a written action plan that describes the specific actions CRA will take to achieve a diverse applicant pool that reflects the racial and ethnic balance of the general population residing in the territorial jurisdiction of the District. The plan will also include a detailed description of how CRA will target outreach to socio-economically disadvantaged students in the territorial jurisdiction of the District. Through CRA's outreach efforts, specific actions, and the existing admissions preferences approved by the Board on March 27, 2019, CRA's recruitment efforts shall be targeted to result in a more diverse pool.*

### **CURRENT CONSIDERATIONS**

Approval of MOU with CRA. The District's Board of Trustees (Board) approved CRA's charter renewal March 26, 2014. The District's Board approved a second renewal on March 27, 2019 for a five-year term, commencing July 1, 2019, subject to CRA's agreement to enter into an MOU addressing the conditions set forth in Resolution No. 1819-38, approved on March 27, 2019. The District and CRA agree the charter renewal petition shall be deemed approved as modified by the MOU. The terms of the MOU are intended by both the District and CRA to become part of the approved charter.

### **FINANCIAL IMPLICATIONS**

None

### **STAFF RECOMMENDATION**

Approval of Memorandum of Understanding with Community Roots Academy.

**PREPARED BY:** Heidi Crowley, Coordinator Charter Schools and Strategic Initiatives

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND  
COMMUNITY ROOTS ACADEMY CHARTER SCHOOL

This Memorandum of Understanding ("MOU") is executed by and between the Capistrano Unified School District ("District") and Community Roots Academy Charter School.

RECITALS

WHEREAS, on September 14, 2010, the Capistrano Unified School District ("District") approved a Charter Petition submitted by Community Roots ("CRA");

WHEREAS, on March 26, 2014, the District renewed CRA's charter for a five-year term;

WHEREAS, on January 24, 2019, CRA submitted a Charter Petition Renewal ("Renewal Petition") and supporting documentation to the District for the renewal of its charter for a new five-year term beginning July 1, 2019 and ending June 30, 2024;

WHEREAS, on March 27, 2019, the District renewed CRA's charter for a five-year term, commencing July 1, 2019, subject to CRA's agreement to enter into an MOU with the District addressing the issues set forth below; and

WHEREAS, the Renewal Petition shall be deemed approved as modified by the MOU, with the terms of the MOU to become part of the approved charter renewal.

AGREEMENTS

1. Educational Program. [Ed. Code, § 47605, subd. (b)(5)(A).]

(a) Special Education.

- (i) CRA understands and agrees that it may only seek to change its SELPA membership through a material revision of its charter. A material revision may only be made with District approval. (Ed. Code, §47607, subd. (a)(1).)
- (ii) CRA agrees develop a written plan that describes its process for notifying the District when a special education student enrolls, becomes eligible or ineligible for special education and/or leaves CRA.
- (iii) CRA will submit a written explanation outlining how special education services will be provided consistent with SELPA policies and explain how it will adhere to a fiscal allocation plan.

(iv) CRA agrees to provide the District with written clarifications to statements under “Service Provision” on page 91 that “[f]or students with exceptional needs for whom CRA’s distinctive educational program is determined to be appropriate and the least restrictive environment, CRA intends to provide special education services within an inclusion model.” This language is inconsistent with the CRA’s statement on page 89 that CRA assumes full responsibility for providing special education and related services to all charter school students eligible for special education. It is also inconsistent with CRA’s statements regarding its intention to provide special education students with a continuum of options. If applicable, CRA must also explain what happens if the program is determined to be inappropriate for a particular student.

(b) CRA agrees that the final two sentences of the final paragraph on page 94 of the Renewal Petition shall be disregarded in their entirety. They read: “Include project work as well as traditional instruction. You might mention specials, electives, and other shuffling of kids in new environments including the library and garden.”

2. Employee Qualifications. [Ed. Code, § 47605, subd. (b)(5)(E).]

CRA will develop and submit a written plan for evaluating staff and administration to the District.

3. Health and Safety. [Ed. Code, § 47605, subd. (b)(5)(F).]

(a) CRA will develop its School Safety Plan to address all of the safety topics identified in Education Code section 32282, subdivision (a)(2)(A)-(H) and the procedures for conducting tactical responses to criminal incidents and provide the District with a copy of the School Safety Plan.

(b) CRA will review and update its School Safety plan by March 1 of every year and provide the District with documentation of the updated plan.

4. Racial and Ethnic Balance. [Ed. Code, § 47605, subd. (b)(5)(G).]

CRA agrees to provide the District with a written action plan that describes the specific actions CRA will take to achieve a diverse applicant pool that reflects the racial and ethnic balance of the general population residing in the territorial jurisdiction of the District. The plan will also include a detailed description of how CRA will target outreach to socio-economically disadvantaged students in the territorial jurisdiction of the District. Through CRA’s outreach efforts, specific actions, and the existing admissions preferences approved by the Board on March 27, 2019, CRA’s recruitment efforts shall be targeted to result in a more diverse pool.

5. Admission Policies and Procedures. [Ed. Code, § 47605, subd. (b)(5)(H), (d).]

CRA agrees that parent(s)/guardian(s) will be invited to attend an orientation meeting before students are enrolled, but that attendance at the meeting will not be mandatory.

- (a) Disenrollment. CRA will amend Paragraph “D” on page 9 of its Parent/Student Handbook to remove language that states CRA will dis-enroll a child who has more than five unexcused absences or who is absent for more than five consecutive days without notification to the school, and to allocate that child’s space to another student on the waiting list. CRA will provide written notice to the District in the event that a student who is chronically absent and/or truant must be dis-enrolled. CRA will provide a copy of its attendance policy to the District which shall describe the process for notifying parents/guardians that a child is chronically absent and/or truant, and CRA will amend its Parent/Student Handbook to include a copy of this policy. CRA will provide the District with an updated copy of the Parent/Student Handbook.

6. Annual Financial Audits. [Ed. Code, § 47605, subd. (b)(5)(I).]

CRA will provide the District with a written description of the procedure by which CRA will select a new auditor, if necessary. This description will explain how such a decision would be made and who would be responsible for making that decision.

7. Suspension and Expulsion. [Ed. Code, § 47605, subd. (b)(5)(J).]

- (a) CRA agrees to ensure that its suspension procedures referenced in paragraph E.4. on page 148 of its Renewal Petition contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action, as mandated by Education Code section (b)(5)(J)(iii).
- (b) CRA agrees that the “Notice to Parents/Guardians” on page 149 of the Renewal Petition will state the date and time when the student may return to school.
- (c) Readmission. Paragraph I on page 156 references a “CEO.” CRA agrees that any reference to a “CEO” shall be interpreted to mean “Executive Director.”

8. Operating Budget/Cash Flow Analysis. [Ed. Code, § 47605, subd. (g).]

CRA will provide the District with an amended budget that will include information that will clarify the underlying cost-of-living and inflation/funding reduction assumptions CRA utilized in preparing its budget or its expenditures for special education costs.

9. The parties agree that CRA’s failure, during the term of the charter, to satisfy any condition deemed by the District to be “material” shall be considered a material violation of the conditions set forth in the charter, and shall therefore constitute a ground for revocation of the charter. (Ed. Code, § 47607, subd. (c)(1)(A).)

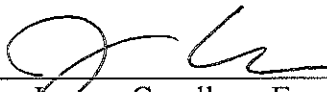
10. Neither the District nor CRA shall assign its rights, duties or privileges under this Agreement, nor shall either the District or CRA attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party.

11. This represents the full and final agreement between the District and CRA and it shall only be modified in writing by the mutual agreement of the parties.

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

\_\_\_\_\_  
Kirsten M. Vital, Superintendent  
Capistrano Unified School District

Dated: 4/17/2019

\_\_\_\_\_  
  
Jeremy Cavallaro, Executive Director  
California Online Public Schools

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent Education Services  
Bradley Shearer, Assistant Superintendent Curriculum and  
Instruction, Preschool-Grade 5

Date: April 25, 2019

Board Item: Addendum to the Agreement for an Additional School Participating In Inside the  
Outdoors Field Programs, Agreement Number F11029-7

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**HISTORY**

The Orange County Department of Education's (OCDE) Inside the Outdoors (ITO) program provides engaging outdoor education field trip experiences and assemblies on science topics for schools and districts in Southern California.

**BACKGROUND INFORMATION**

District schools routinely participate in the OCDE ITO education field trip experiences and assemblies.

**CURRENT CONSIDERATIONS**

The Board approved, on August 22, 2018, the participation of 6 elementary schools in OCDE's ITO Field Program for a variety of dates across the 2018-2019 school year. Two additional school sites have expressed an interest in securing OCDE's ITO Field Programs for 2018-2019. ITO offers multiple field trips, at several sites, on a variety of topics. These field trips will help inspire and promote student interest in science. Wood Canyon and Del Obispo Elementary Schools have shown interest in participating in this program. It is estimated that over 140 additional District students will participate in the OCDE ITO Field Programs.

**FINANCIAL IMPLICATIONS**

The estimated expenditure under this contract addendum is \$603.50 funded by site and/or gift funds from each participating school site.

**STAFF RECOMMENDATION**

Approval of Addendum to the Agreement for Additional School Participating In Inside the Outdoors Field Programs, Agreement Number F11029-7.

**PREPARED BY:** Bradley Shearer, Assistant Superintendent Curriculum and Instruction  
Preschool-Grade 5

**APPROVED BY:** Susan Holliday, Associate Superintendent Education Services



**Orange County Department of Education  
Contracts Unit - Inside the Outdoors**

200 Kalmus Drive, P.O. Box 9050  
Costa Mesa, CA 92628-9050  
Phone: 714-708-3885  
Fax: 714-668-7953  
Email: itocontracts@ocde.us



**ADDENDUM  
Field Program**

Date: February 20, 2019

To: Dr. Susan Holliday, Associate Superintendent  
Capistrano Unified

From: Orange County Department of Education  
Contracts Unit

Subject: **Agreement for Additional School(s) Participating in  
*Inside the Outdoors*® Field Programs  
Agreement Number: #F11029, Addendum Number: #7**

The following school has registered to participate with *Inside the Outdoors*. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and date(s).

☐ **Please verify Programs, Participation Date(s) and final enrollment numbers to avoid additional charges.**

☐ Sign and return this Addendum at least **14 business days** before your school(s) Program(s) to complete our Agreement please send to the above address, fax or email.

**You are financially responsible for at least 90% of the listed number of students**, as per terms of the signed contract. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

If a school has received a grant from Inside the Outdoors Foundation your per student fees may be covered or partially covered. However, the school will be charged the full cost of the Field Trip for all absences that fall below 90% (see Exhibit B for detailed fees).

To reschedule, a notice of twenty business days is required and an additional \$100.00 fee may be charged. **Cancellations require a written notice to Inside the Outdoors of a minimum of twenty (20) business days prior to participation.** If an equivalent replacement cannot be found for the open date, your school will be billed for ninety percent (90%) of your contracted enrollment.

**The school is responsible for making transportation arrangements and paying for their buses. Decisions to cancel your Field Trip because of inclement weather must be coordinated with Inside the Outdoors.**



School	Site / Program	Scheduled Date	Previous Date	Grade	Number of Students	Fee per Student
Del Obispo School	Aliso Watershed 9:00 - 11:00 AM	5/8/2019		3	69	no charge
Wood Canyon	Shipley Gabrieliño Walk 9:00 - 11:00 AM	5/29/2019		3	71	\$8.50

Note: New

\*Please refer to Section 12.0 in your Agreement for further details on enrollment charges.

**Call (714) 708-3885** if you have questions. Thank you for partnering with us to nurture healthier, happier and smarter students through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

Capistrano Unified  
School District

Authorized Signature

Dr. Susan Holliday  
Print Name

Associate Superintendent  
Title

Date February 20, 2019

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services  
Bradley Shearer, Assistant Superintendent, Curriculum and Instruction  
Preschool-Grade 5

Date: April 25, 2019

Board Item: Addendums to the Agreement for Additional Schools Participating in the Inside the Outdoors School Programs, Agreement Numbers S11046-15 and S11046-16

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**HISTORY**

The Orange County Department of Education's (OCDE) Inside the Outdoors (ITO) program provides engaging outdoor education field trip experiences and classroom sessions on science topics for schools and districts in Southern California. Their "Traveling Scientist" program provides 45-75 minute sessions on a variety of science topics. The classroom sessions help inspire and promote student interest in science.

**BACKGROUND INFORMATION**

The Board approved, on August 22, 2018, the participation of 14 schools in OCDE's ITO "Traveling Scientist" program for a variety of dates and sessions across the 2018-2019 school year. 2 additional schools have recently indicated an interest in adding sessions for their students.

**CURRENT CONSIDERATIONS**

John Malcom and Las Flores Elementary Schools would like to add "Traveling Scientist" program sessions for their students. The sessions would be on several different science topics. Each program is designed to support the curriculum for each grade level.

**FINANCIAL IMPLICATIONS**

The estimated additional amount required by these addendums to the contract is \$2,043 funded by grants, site and gift funds from each school site. It is estimated that over 359 District students will participate in these additional sessions.

**STAFF RECOMMENDATION**

Approval of Addendums to the Agreement for Additional Schools Participating in the Inside the Outdoors School Programs, Agreement Numbers S11046-15 and S11046-16.

**PREPARED BY:** Bradley Shearer, Assistant Superintendent, Curriculum and Instruction  
Preschool- Grade 5

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services



**Orange County Department of Education  
Contracts Unit - Inside the Outdoors**

200 Kalmus Drive, P.O. Box 9050  
Costa Mesa, CA 92628-9050  
Phone: 714-708-3885  
Fax: 714-668-7953  
Email: itocontracts@ocde.us



**ADDENDUM  
School Program**

Date: March 5, 2019

To: Dr. Susan Holliday, Associate Superintendent  
Capistrano Unified

From: Orange County Department of Education  
Contracts Unit

Subject: **Agreement for Additional School Participating in  
*Inside the Outdoors*® School Programs**  
**Agreement Number: #S11046, Addendum Number: #15**

The following school has registered to participate with *Inside the Outdoors*. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and date(s).

- ☐ **Please verify Programs, Participation Date(s) and final enrollment numbers to avoid additional charges.**
- ☐ Sign and return this Addendum at least **14 business days** before your school(s) Program(s) to complete our Agreement please send to the above address, fax or email.

Tuition Fees: \$6.50 or \$7.75 per student (60 student minimum)

**For all school programs, a daily mileage/travel fee will be charged. The fee will be \$50.00 to \$115.00 depending on drive time and distance.**

**You are financially responsible for at least 90% of the listed number of students**, as per terms of the signed contract. Enrollment changes must be made twenty (20) business days prior to the scheduled event. Payment shall be made based on the number of students that actually attend, but not less than ninety percent (90%) of the number of students enrolled in the program.

If a school has received a grant from Inside the Outdoors Foundation your per student and/or mileage fees may be covered or partially covered. However, the school will be charged the full cost of the Traveling Scientist program for all absences that fall below 90% (see Exhibit B for detailed fees).

To reschedule, a notice of twenty business days is required and an additional \$100.00 fee may be charged. **Cancellations require a written notice to Inside the Outdoors of a minimum of twenty (20) business days prior to participation.** If an equivalent replacement cannot be found for the open date, your school will be billed for ninety percent (90%) of your contracted enrollment.

School	Site / Program	Scheduled Date	Previous Date	Grade	Number of Students	Fee per Student or Flat Fee
Las Flores Elem. School	Traveling Scientist - Amazing Animals	4/17/2019		3	77	no charge
Las Flores Elem. School	Mileage	4/17/2019				no charge
Malcolm School	Traveling Scientist - Feather Fun	5/13/2019		2	100	\$6.50
Malcolm School	Mileage	5/13/2019				\$70.00
Malcolm School	Traveling Scientist - Me In My World	5/16/2019		K	88	\$6.50
Malcolm School	Mileage	5/16/2019				\$70.00

Note: New

\*Please refer to Section 10.0 in your Agreement for further details on enrollment charges.

**Call (714) 708-3885** if you have questions. Thank you for partnering with us to nurture healthier, happier and smarter students through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

Capistrano Unified  
School District

Authorized Signature

Dr. Susan Holliday  
Print Name

Associate Superintendent  
Title

Date March 5, 2019



**Orange County Department of Education  
Contracts Unit - Inside the Outdoors**

200 Kalmus Drive, P.O. Box 9050  
Costa Mesa, CA 92628-9050  
Phone: 714-708-3885  
Fax: 714-668-7953  
Email: itocontracts@ocde.us



**ADDENDUM  
School Program**

Date: March 7, 2019

To: Dr. Susan Holliday, Associate Superintendent  
Capistrano Unified

From: Orange County Department of Education  
Contracts Unit

Subject: **Agreement for Additional School Participating in  
*Inside the Outdoors*® School Programs**  
**Agreement Number: #S11046, Addendum Number: #16**

The following school has registered to participate with *Inside the Outdoors*. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and date(s).

- ☐ **Please verify Programs, Participation Date(s) and final enrollment numbers to avoid additional charges.**
- ☐ Sign and return this Addendum at least **14 business days** before your school(s) Program(s) to complete our Agreement please send to the above address, fax or email.

Tuition Fees: \$6.50 or \$7.75 per student (60 student minimum)

**For all school programs, a daily mileage/travel fee will be charged. The fee will be \$50.00 to \$115.00 depending on drive time and distance.**

**You are financially responsible for at least 90% of the listed number of students**, as per terms of the signed contract. Enrollment changes must be made twenty (20) business days prior to the scheduled event. Payment shall be made based on the number of students that actually attend, but not less than ninety percent (90%) of the number of students enrolled in the program.

If a school has received a grant from Inside the Outdoors Foundation your per student and/or mileage fees may be covered or partially covered. However, the school will be charged the full cost of the Traveling Scientist program for all absences that fall below 90% (see Exhibit B for detailed fees).

To reschedule, a notice of twenty business days is required and an additional \$100.00 fee may be charged. **Cancellations require a written notice to Inside the Outdoors of a minimum of twenty (20) business days prior to participation.** If an equivalent replacement cannot be found for the open date, your school will be billed for ninety percent (90%) of your contracted enrollment.

School	Site / Program	Scheduled Date	Previous Date	Grade	Number of Students	Fee per Student or Flat Fee
Malcolm School	Traveling Scientist - Scales or Slime	5/21/2019		1	94	\$6.50
Malcolm School	Mileage	5/21/2019				\$70.00

Note: New

\*Please refer to Section 10.0 in your Agreement for further details on enrollment charges.

**Call (714) 708-3885** if you have questions. Thank you for partnering with us to nurture healthier, happier and smarter students through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

Capistrano Unified  
School District

Authorized Signature

Dr. Susan Holliday  
Print Name

Associate Superintendent  
Title

Date March 7, 2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Heidi Crowley, Coordinator Charter Schools and Strategic Initiatives

Date: April 25, 2019

Board Item: Oxford Preparatory Academy Charter School Admissions Preferences

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**HISTORY**

Pursuant to changes made by Assembly Bill 1360, effective October 13, 2017, a charter school's petition must include admission policies and procedures. Additionally, any priority order for preferences in admission must be in a charter school's petition and have been approved by the authorizer at a public hearing. Education Code § 47605 (d) (2) (B) (i):

(B) If the number of pupils who wish to attend the charter school exceeds the charter school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the school district except as provided for in Section 47614.5. Preferences, including, but not limited to, siblings of pupils admitted or attending the charter school and children of the charter school's teachers, staff, and founders identified in the initial charter, may also be permitted by the chartering authority on an individual charter school basis. Priority order for any preference shall be determined in the charter petition in accordance with all of the following:

*(i) Each type of preference shall be approved by the chartering authority at a public hearing.*

(ii) Preferences shall be consistent with federal law, the California Constitution, and Section 200.

(iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.

(iv) In accordance with Section 49011, preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.



## **BACKGROUND INFORMATION**

Following guidance from legal counsel, the District must hold a public hearing and vote on Oxford Preparatory Academy Charter School's (OPA) admissions preferences. Staff and legal counsel have reviewed the following preferences listed in the OPA's Renewal Petition:

- 1) Children of OPA staff\* residing within the District (combined with 4, this will not exceed 10 percent of total enrollment)
- 2) Siblings of students admitted to or attending the Charter School residing within the District
- 3) Children residing within the District
- 4) Children of OPA staff\* residing outside of the District (combined with 1, this will not exceed 10 percent of total enrollment)
- 5) Siblings of students admitted to or attending the Charter School residing outside of the District
- 6) All other applicants

*\*OPA staff is defined as current employees of OPA at the time of the lottery, who work 0.75 Full Time Equivalent (30 hours per week) or greater.*

## **CURRENT CONSIDERATIONS**

Approval of the admissions preferences identified in Oxford Preparatory Academy Charter School's (OPA) Charter Petition Renewal in the following priority order 1) Children of OPA staff\* residing within the District (combined with 4, this will not exceed 10 percent of total enrollment); 2) Siblings of students admitted to or attending the Charter School residing within the District; 3) Children residing within the District; 4) Children of OPA staff\* residing outside of the District (combined with 1, this will not exceed 10 percent of total enrollment); 5) Siblings of students admitted to or attending the Charter School residing outside of the District; and 6) All other applicants.

*\*OPA staff is defined as current employees of OPA at the time of the lottery, who work 0.75 Full Time Equivalent (30 hours per week) or greater.*

## **FINANCIAL IMPLICATIONS**

None.

## **STAFF RECOMMENDATION**

Approval of Oxford Preparatory Academy Charter School Admissions Preferences as defined in the Charter Renewal Petition.

**PREPARED BY:** Heidi Crowley, Coordinator Charter Schools and Strategic Initiatives

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

April 25, 2019

**OXFORD PREPARATORY ACADEMY CHARTER SCHOOL ADMISSIONS  
PREFERENCES:**

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Oxford Preparatory Academy's (OPA) Charter School Renewal Petition may be inspected at 33122 Valle Road, San Juan Capistrano, CA 92675 until April 25, 2019, between the hours of 8:30 a.m. and 4:30 p.m.

OPA charter school has presented a renewal petition for a Charter School within the District that includes admission preferences on page 108. Due to the size of the exhibit, the information can be viewed by clicking [here](#). Pursuant to changes made by Assembly Bill 1360, effective October 13, 2017, a charter school's petition must include admission policies and procedures. Additionally, any priority order for preferences in admission must be in a charter school's petition and have been approved by the authorizer at a public hearing per Education Code § 47605(d) (2) (B) (i). The admission preferences as outlined in consent agenda item 24 align to the OPA Charter Petition Renewal.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California  
**BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Association Superintendent, Education Services

Prepared By: Joshua Hill, Assistant Superintendent, Curriculum and Instruction, Secondary

Date: April 25, 2019

Subject: Agreement with Opportunities for Learning Charter School to provide Summer School Program

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**HISTORY**

Over 15 years ago, the District offered a full range of options for students wishing to remediate or advance in coursework. Over the course of the years since then, summer school went from being completely eliminated to now being offered as a 6-week hybrid model to students for remediation using online software and classroom meetings with teachers. Both University of California a-g and non a-g credit for remediation are provided. All courses are taught by credentialed District teachers. Students with Individualized Education Plans are accommodated and have a dedicated education specialist assigned to support them. Original credit is also offered to students wishing to take Health. Late graduates are able to finish credits needed in order to earn a District diploma. An Algebra Bridge program for students entering ninth grade was reinstated in the summer of 2018. Driver's Education is currently offered to students as well. Extended School Year students are also supported by certificated teachers in a separate summer program. The 6-week summer session runs for 2 weeks in June and 4 weeks in July.

**BACKGROUND INFORMATION**

During the past 3 to 4 years there has been a significant increase in student enrollment in summer programs outside of the District. Since 2015, there has been a steady outflow of students attending Pacific Coast High School (PCHS) where students receive UC a-g credit courses including Health. Students also enroll in Alternative, Community, and Correctional Education Schools and Services (ACCESS) classes where students can take courses that do not offer UC a-g credit as well as Health. Students also attended a variety of other outside online schools. In the summer of 2018, 1,300 students attended the District summer school program, and 1,970 students attended PCHS and ACCESS.

District teachers know what material should be taught in a summer setting and where students struggle. District summer school courses are taught by the same credentialed teachers that provide instruction during the school year in these subjects. During summer sessions, students are able to meet with teachers regularly and in order to maintain the integrity of the online program, all tests are weighted and must be taken with the teacher on campus. This has been the practice in order to maintain rigor and oversight of student work. Many schools outside of the District allow for 100 percent online instruction with little to no student oversight. The District's Health online course complies with the California Healthy Youth Act. It would be desirable to expand the District's

summer school offerings to have students opt for the District as a first choice for summer remediation and Health credit.

### **CURRENT CONSIDERATIONS**

By reducing summer session to 5 weeks (1 week only in June), instead of 6 weeks, Opportunities for Learning (OFL) is willing to partner with the District to expand the courses offered by District teachers. The agreement would be effective July 1, 2019 through July 26, 2019. OFL will pay the District a fee based on the Average Daily Attendance funds that OFL generates through their program. OFL will hire only District teachers and they would only use District materials. OFL would pay the District by providing the District a student fee for each student that enrolls. The fee would be based on a sliding scale as explained in the Agreement. The funds received could be used to support students with interventions during the summer as well as during the school year. Additional funds would be paid to the District by OFL for costs incurred for clerical, custodial, supervision, and administrative support. The program is free; with no costs to students to enroll. The agreement could potentially provide a million dollars that could be reinvested into programs to support students during the summer as well as during the school year. The agreement has been fully vetted and reviewed by legal counsel. In addition, staff contacted two other districts that also have a similar agreement and program in place to learn more about the program and funding opportunity.

Additional courses that would be provided by the District through this partnership include the following:

- CTE classes
- Algebra/Math Bridge program (Grades 6 through 9)
- Geometry for original credit
- Health 100 percent online
- Spanish for Spanish speakers
- PE for original credit

### **FINANCIAL IMPLICATIONS**

If serving 1,499 students, this Summer School Program could potentially generate a payment from OFL to the District of approximately \$1,045,082. OFL would need to allocate approximately \$45,000 of this estimated potential total to provide administrative, clerical, supervisory, and custodial support for the summer program. Therefore, this program would potentially provide approximately \$1,000,082 in funding to the District that could be reinvested in programs to support students during the summer as well as during the school year. The cost to the District to offer a summer school program is approximately \$150,000 annually.

### **STAFF RECOMMENDATION**

Approval of Agreement with Opportunities for Learning Charter School to provide Summer School Program.

**PREPARED BY:** Joshua Hill, Assistant Superintendent, Curriculum and Instruction, Secondary

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services

2019 SUMMER PROGRAM AGREEMENT BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND  
OPPORTUNITIES FOR LEARNING -  
SAN JUAN CAPISTRANO CHARTER SCHOOL

This Direct Instruction Summer Program Agreement (“Agreement”) is executed by and between the Capistrano Unified School District, a California School District (“District”), and Opportunities For Learning – San Juan Capistrano Charter School with CDS Code 30 66464 6120356 (“OFL”), (collectively, “the Parties”).

RECITALS

A. WHEREAS, OFL operates under the trade name Opportunities For Learning pursuant to the California Charter Schools Act, California Education Code section 47600 et seq.;

B. WHEREAS, the Parties wish to enter into an all-inclusive instruction and related support services agreement setting forth the terms and conditions under which OFL will assist District in offering direct instruction to District’s students during the summer break for credit (“Summer Program”);

C. WHEREAS, the Summer Program shall be operated by OFL;

D. WHEREAS, the Summer Program will be held at the following locations (collectively, the “Campus”);

- o Capistrano Valley High School located at 26301 Via Escolar, Mission Viejo, CA 92692

E. WHEREAS, the Parties wish to work cooperatively to ensure that the classes offered through the Summer Program meet State requirements;

F. WHEREAS, the Parties wish to work cooperatively to ensure that all eligible students who enroll and participate in the Summer Program meet State requirements for Charter School Attendance accounting;

G. WHEREAS, the Parties wish to work cooperatively to ensure students will not be contemporaneously enrolled in both the Summer Program and any other school program where the student’s attendance generates Average Daily Attendance (“ADA”) that will cause a conflict in the collection of ADA generated funds;

H. WHEREAS, the Parties hereto now wish to agree upon their respective rights and obligations concerning the operation of the Summer Program.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. Relationship Summary. The Parties to this Agreement are, and shall remain throughout the term of the Agreement, independent contractors with neither party becoming the agent, express, implied or otherwise, of the other party.
2. Effective Date and Term. This Agreement shall be effective on the date upon which it is fully executed by the Parties and shall expire following payment in full by OFL to the District after the conclusion of the Summer Program term ("Term"), as detailed below.
  - a. Term. The Term of the Summer Program shall be 19 school days commencing on July 1, 2019 and expiring on July 26, 2019.
  - b. Termination. Either party may terminate this Agreement by giving the other party written notice no less than thirty (30) days prior to the effective date of the termination; however, no party may terminate the Agreement once the Term has begun unless District is unable to provide an overall program average of twenty-five (25) Enrolled Students per course and OFL decides to discontinue all courses as detailed in Section 6, below.
3. No Registration Fees. The Parties agree that there shall be no registration fees for the Summer Program offered to eligible students enrolled in the Summer Program.
4. ADA Funds. Students enrolling in the Summer Program are enrolling in the Opportunities For Learning – San Juan Capistrano Charter School for the period of the Summer Program, and OFL shall receive any and all State funds generated by the enrollment and participation of all eligible students in the Summer Program. No student may be contemporaneously enrolled in both the Summer Program and any other school program where that student's attendance generates ADA.
5. Instruction and Related Support Service Fee. OFL shall pay District a fee per Enrolled Student (defined below) served in the Summer Program for instruction and related support services including, but not limited to, general administration, school site administration, technical and logistical support to facilitate and enhance instruction of the Summer Program, instructional or related materials and supplies, operating costs and all other instruction and related services provided to support the Summer Program ("Instructional and Related Support Service Fee"). For the Student Count between 1 and 1499, the Instructional and Related Support Service Fee per Enrolled Student shall be \$310; for the Student Count between 1500 and 1999, the Instructional and Related Support Service Fee per Enrolled Student shall be \$340; for the Student Count between 2000 and 2499, the Instructional and Related Support Service Fee per Enrolled Student shall be \$370; for any Student Count above 2499 the Instructional and Related Support Service Fee per Enrolled Student shall be \$400.

Student Fee by Scale	1-1499	1500-1999	2000-2499	2500+
Per Student Fee	\$310	\$340	\$370	\$400

- a. Final Student Count. The number of students served for purposes of calculating the Instruction and Related Support Service Fee shall be the total number of Enrolled Students (see below for definition) in the Summer Program ("Final Student Count").

- b. Enrolled Student. "Enrolled Student" is defined solely as a student whose OFL Summer Program registration and enrollment documents have been fully completed, signed by the student and the student's parent/guardian and who is actually counted for ADA apportionment. Each individual student is unique and shall not be counted more than once for purposes of calculating the number of Enrolled Students even if a student is enrolled in more than one course and the student's name appears on more than one class roster.
  - c. Attachment A. OFL shall be financially responsible solely for the categories of costs related to the operation of the Summer Program that are described in the budget projection sheet that is attached hereto as Attachment A, "Budget Projection Sheet." Attachment A is a budget projection.
  - d. Payment to District. No later than 30 days following the last day of the Summer Program, OFL shall provide District with the Final Student Count. Within 30 days of providing District with the Final Student Count, OFL shall provide District with an invoice detailing the actual number of District teachers, administrators and staff utilized for the Summer Program as well as the amount to be paid to District based upon the categories of costs identified in Attachment A, the Final Student Count and the appropriate fee per Enrolled Student. District shall review the invoice provided by OFL and within 30 days either advise OFL in writing of its approval or identify any discrepancies. If District does not identify any discrepancies, OFL shall issue payment in full to District within 60 days of District's written approval of the invoice. If District identifies discrepancies, OFL shall issue payment in full to District within 60 days of the Parties' resolution of the discrepancies. District acknowledges and agrees that OFL shall not be responsible for any costs related to the operation of the Summer Program that are not accounted for in Attachment A and District shall have no right to payment or reimbursement of costs not accounted for in this Agreement or Attachment A.
6. Class Enrollment Size. District shall guarantee an overall program average of twenty-five (25) Enrolled Students per offered course ("Minimum Required Enrollment") as of the Count Day. The Count Day shall be the fifth (5<sup>th</sup>) school day of the Summer Program ("Count Day"). In the event the number of Enrolled Students is below the Minimum Required Enrollment on the Count Day, OFL shall have the option of doing one of the following: (i) OFL may continue to offer the course at its sole discretion; (ii) OFL may discontinue the course offering at its sole discretion; or (iii) OFL may consolidate same subject grade level courses, if applicable, to be taught under one teacher.
7. Access to Campus. Pursuant to California Code of Regulations, title 5, section 11969.1, subdivision (b), the District shall provide OFL access to certain portions of the District's campus and facilities, including the use of available classrooms, as designated by District and solely for the provision of the Summer Program to District's students, at no additional charge. OFL understands that this Agreement is for the Summer Program Term only and that the District has no obligation to provide OFL with facilities at any time after the conclusion of the Term unless OFL submits a Proposition 39 facilities request on or before November 1, 2019 or the then-applicable deadline.
- a. Classrooms. The number of classrooms provided shall be dependent upon the number of

courses offered and the number of students enrolled. District shall identify the classrooms and other portions of its campus to be made available to OFL prior to the start of the Summer Program.

- b. OFL Staff Workspace. OFL shall have access to a designated working space for OFL Quality Assurance Staff to work at the Campus throughout the duration of the Summer Program and until all paperwork, documents, and digital registration requirements are finalized. OFL and District shall determine a designated working space prior to the start of the Summer Program.
8. Teachers. OFL will employ members of District's certificated staff as teachers to provide instruction to students enrolled in the Summer Program. As employees of OFL, OFL shall compensate the teachers directly for their instructional services based on the agreed upon hours between OFL and District, however, teachers will only be compensated based on the number of hours documented and approved on submitted timesheets. Each teacher employed shall only be employed by one OFL charter school.
- a. Offer Letter. OFL shall require all teachers to sign an offer letter memorializing the teachers' employment with OFL prior to their first day of providing instruction that states they are employees of the charter school. See the attached Attachment B, "Sample Offer Letter" for an example of OFL's Offer Letter, which sets forth rules of employment.
    - i. Workers' Compensation. In addition, OFL shall be responsible for and provide proof of workers' compensation coverage for all teachers. Teachers will be subject to OFL's code of conduct and employee rules and regulations while employed by OFL.
    - ii. Hours. Teacher positions shall be full-time positions for agreed upon hours (not to exceed 6 hours per day) and rates not to exceed 30 hours per week. Teachers may work half-time (3 hours per day) based on District's needs and courses offered so long as the teacher meets the minimum number of hours of instruction required per course for students to receive full credit.
    - iii. Teacher Information. District shall send to OFL all required teacher information ("Teacher Information Sheet") through the use of an online platform as directed by OFL no later than May 17, 2019. The completed Teacher Information Sheet will be printed and attached to this Agreement as Attachment C. District shall assist in providing proof of a teacher's credentials in the event OFL is unable to verify the teacher's credentials.
    - iv. Recruiting Assistance. District must notify OFL if it will be unable to provide the required number of teachers to fulfill courses needed at least thirty (30) days prior to the start of the Summer Program. In such event, if District still desires to provide the course, the Parties may agree to engage a recruiting firm, to be selected jointly by the District and OFL, to provide recruiting assistance. The District will be responsible for paying 50% of the recruiting firm's fee, and OFL will be responsible for the other 50%.



- v. Substitute Teachers. In the event a teacher is absent, District shall be responsible for the arrangement and scheduling of daily substitute teachers throughout the duration of the Summer Program. OFL shall be responsible for reimbursing District only for substitute teachers that are scheduled to cover the teacher absences.

9. Administrators and Support Staff.

- a. District Hired Administrators. If District provides support services and classified staff ("District Administrator(s)") that District will seek reimbursement for, those District Administrators' job titles and rates of pay must be approved by OFL in writing prior to the start of the Summer Program. Should District provide District Administrators, the agreed upon amount for rates per hour for District Administrators and an estimation of hours and staff needed shall be as stated in Attachment A. OFL shall provide District with the final invoice and the final invoice amount shall be based on the actual number of support services and classified staff utilized. "District Administrator" shall also include Credentialed Administrators.
- b. Substitute Teachers. "District Administrator" does not include substitute teachers. Please refer to the subparagraph titled "Substitute Teachers" in the section titled "Teachers" above.
- c. Credentialed Administrator. Credentialed staff ("Credentialed Administrator(s)") shall be provided by the District and will be responsible for the development of the Master Schedule, assignment of teachers, scheduling of students, budget development and monitoring, and general supervision of students and staff of the Summer Program.
- d. Attendance Records. Credentialed Administrator(s) and teachers shall be responsible for ensuring that teachers record student attendance as required for each of the Summer Program classes and that all attendance records are maintained in accordance with the law and OFL's attendance recording policies.
- e. Background Checks. District certifies that all District certificated and classified staff, substitute teachers, and personnel who provide services during the Summer Program have satisfactorily cleared tuberculosis and Department of Justice Live Scan fingerprinting tests as required by law.
- f. District Support Staff Services.
  - i. Site and Emergency Coordination. District Administrators will assist with site management in case of an emergency. In addition to ensuring that each student in the Summer Program has an emergency card on file and assisting with the safekeeping of all emergency cards on file, District Administrators will assist with ensuring that proper emergency information is provided to medical personnel in case of an emergency.
  - ii. Registration Assistance. District Administrators shall be responsible for and assist with the registration of the students, including but not limited to, the collection

and verification of all documents required for enrollment in the Summer Program. This includes ensuring that no students are concurrently enrolled in the Summer Program with OFL and in any other District educational programs where ADA is being claimed for the student. District Administrators shall initiate the registration process and instruct all eligible students to complete and return all required forms. Prior to the first day of enrollment, District Administrators shall be responsible for screening applicants and ensuring that only those qualifying students who are eligible to enroll will participate in the Summer Program. District Administrators are responsible for ensuring all students' OFL Summer Program registration and enrollment documents have been fully completed and signed by the student and student's parent/guardian.

- iii. Reporting Student Behavior. The Parties agree that all students enrolled in the Summer Program shall be expected to uphold the behavior and attendance rules and regulations as established by OFL and District. In connection therewith, the District Administrators shall immediately notify OFL of any offenses committed by students that may require suspension and/or expulsion.
  - iv. Attendance Accounting. District Administrators shall assist in ensuring that all students enrolling in the Summer Program meet all OFL attendance accounting requirements to participate in the Summer Program. The District Administrator shall communicate with the student and parents or guardians to enforce OFL's attendance policies and encourage work completion.
  - v. Digital Rosters. All changes to student rosters, including but not limited to student withdrawal dates, will be provided digitally to OFL's Director of Summer Programs and OFL's Lead Quality Assurance Inspector.
10. OFL Hired Support Staff. OFL may directly hire District recommended administrators, support services staff, and classified staff ("OFL Administrator(s)") for the Summer Program including, but not limited to, the Principal. OFL may hire and maintain at least one on-site Compliance Coordinator to assist with Quality Assurance requirements, including student paperwork and attendance accounting. OFL may hire additional Compliance Coordinators as student enrollment increases. OFL's Director of Summer Programs will communicate directly with the District Liaison/Coordinator.
11. Books and Materials. Hired teachers and OFL Administrators shall be responsible for disseminating and retrieving books and materials as necessary for course completion. Since classroom texts are the property of District, they will be checked out to eligible students enrolled in and participating in the Summer Program. OFL Administrators shall ensure that District books and materials utilized are returned to the District upon completion of the Summer Program, as appropriate.
12. Required Reports.
- a. District will provide OFL with a "Course Contract" – a description of each course, the objectives of the course and the final assessment for the course—for each Summer Program course offered on or before May 10, 2019 . Please see Attachment D – "Sample

Course Contract” as a guideline when creating course contracts.

- b. District Administrators and teachers shall provide OFL with all student information imports, including, but not limited to, student names, teacher name, courses taken, and location by May 31, 2019.
  - c. District Administrators and teachers shall update OFL with any and all new student information imports, including, but not limited to, student names, teacher name, courses taken, and location by June 14, 2019.
  - d. District Administrators and teachers shall provide OFL with certified copies of attendance reports for all students attending the Summer Program and any backup documentation deemed necessary for audit purposes, including, but not limited to, any and all digital enrollment forms, student paperwork (daily attendance, course contracts, Record of Credits Earned and Record of Work and Attendance) and work product, Master Agreements, and electronic records of final grades on or before the last date of the Summer Program.
13. Grades/Credits: OFL will assign grades and credits earned by students who complete the coursework. Students enrolled in the Summer Program may receive 5 credits per class, which is dependent upon successful completion of class requirements. Credits will be awarded only for work completed. If a student withdraws during any portion of the class, the student will be dropped from the class and will not receive partial credit. However, the student will receive a mark of incomplete dependent upon work and attendance completed while enrolled in the course. Students will be withdrawn pursuant to OFL policies. District agrees to determine an academic plan for completion of courses not completed by District students during the Summer Program. District agrees to honor grades and credits awarded by OFL so long as they meet District and State requirements.
14. Notices. All notices required by this Agreement shall be sent by United States (“U.S.”) Mail or Federal Express (“FedEx”), postage pre-paid, to the Parties as follows:

District	OFL- San Juan Capistrano Charter School
Capistrano Unified School District Attn: Dr. Susan Holliday Associate Superintendent 33122 Valle Road San Juan Capistrano, CA 92675 Phone: 949-234-9339 Email: seholliday@capousd.org	Opportunities For Learning Attn: Jacob Kaaekuahiwi Director of Summer Programs 320 N. Halstead Street, Suite 220 Pasadena, CA 91107 Phone: 626-921-8200 Email: jkaaekuahiwi@emsofl.com

15. General Provisions.

- a. Mutual Indemnification. The Parties shall each indemnify, defend, and hold the other, its governing board, officers, directors, agents, and employees harmless from any and all claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys’ fees and costs, incurred in connection with or in any manner arising out of the subject matter of this Agreement to the extent such claims, damages, losses, causes of

action, suits, and demands, including reasonable attorneys' fees and costs, are attributable to the indemnifying party's negligent or intentionally wrongful acts.

- b. Amendments. Any modification to this Agreement shall be in writing and executed by the duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this Agreement. The duly authorized representative of OFL is the President or his/her designee. The duly authorized representative of District is the Superintendent or her designee.
- c. Entire Agreement. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof and will not be amended, altered or changed except by a further writing signed by the Parties hereto and except as stated otherwise in the fully executed Agreement.
- d. Attorneys' Fees. If any legal action shall be necessary to enforce or interpret any provision of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which that party may be entitled.
- e. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any actions, disputes, or proceedings arising out of this Agreement shall be filed in a court of competent jurisdiction in the County of Los Angeles.
- f. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- g. Headings. Headings and subheadings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- h. Fair Meaning and Participation By All Parties. All Parties have participated in the preparation of this Agreement, and in the event any ambiguity exists, all Parties have equally contributed to the creation of such ambiguity and there shall be no presumption against or in favor of any particular party.
- i. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.
- j. Facsimile/E-Mail/Electronic Transfer. In the event the Parties utilize "facsimile" or "e-mail" or "electronic transfer" to transmit signed documents, the Parties agree to accept such documents as if they bore the original signatures of the Parties.

Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.

Capistrano Unified School District,  
a California School District

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

OFL– San Juan Capistrano Charter School  
CDS Code 30 66464 6120356

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

#### ATTACHMENTS LIST

Attachment A – Budget Projection

Attachment B – OFL Offer Letter

Attachment C – Teacher Information Sheet

Attachment D – Sample Course Contract

Attachment A -CAPO  
Agreed Upon Shared Cost Projection Sheet

Student Fee by Scale	1-1499	1500-1999	2000-2499	2500-3000+
Program Duration in Days	19	19	19	19
Projected Number of Students	1,499	500	500	500
Per Student Fee	\$310	\$340	\$370	\$400
Total Projected Student Fees	\$464,690	\$170,000	\$185,000	\$200,000

Staffing Projections					
Position	#	Hourly Rate	Days	Hours/Day	Total Cost
<b>Support &amp; Clerical Positions</b>					
Classified	3	\$32	19	6	\$10,944
Academic Advisors	4	\$43	14	6	\$14,448
Total Support & Clerical	4				\$25,392

<b>OFL Certificated Positions (Not Invoiced)</b>					
Site Administrator	2	\$70	19	6	\$15,960
District Liaison	1	Flat Rate	19	6	\$15,000
Teachers	90	\$50	19	6	\$513,000
Total Certificated	93				\$543,960
Total Staffing Costs	97				\$569,352

Costs of Administrative Support		
	Invoiced to OFL	Cost Born Directly by OFL (not to be invoiced)
Clerical & Support	\$25,392	
Student Fees (@ 3,000 students)	\$1,019,690	
Certificated		\$543,960
Totals	\$1,045,082	\$543,960

*The above projections are for illustrative purposes only and based on estimates. Final program results will be used to calculate actual fees*



## Attachment B



Opportunities For Learning  
Public Charter Schools

EMS

DATE

Memo to: Name  
From: OFL – CHARTER, LLC  
Re: Offer of Employment

We are very pleased to offer you employment as a Temporary Summer Teacher at SCHOOL LOCATION with OFL – CHARTER, LLC. This offer is contingent on: 1) accepting the terms specified by signing and returning this document; 2) execution of mutual agreement to mediate and/or arbitrate; 3) presenting EMS proper documents, including but not limited to, a confidentiality agreement, clearance of live scan and negative Tuberculosis test results through the SCHOOL DISTRICT, and this signed acknowledgement of at-will employment; 4) eligibility to work in the United States as required by law; 5) attendance of any assigned orientation and training days; 6) accepting the duties of the position, which includes grading all student work samples, signing all summer school paperwork required and confirming all OFL paperwork is completed accurately by you and your students.

This memo summarizes the offer in writing. Please acknowledge your acceptance by signing this memo and returning it to Human Resources at your New Hire Orientation.

1. Your starting pay rate will be \$XX.XX an hour. The summer session starts on July X to July XX, 2019 at SCHOOL LOCATION. You are expected to work all school sessions Monday through Friday for 6 hours a day, unless otherwise modified by the Company supervisor, Jacob Kaaekuahiwi. Any overtime must be pre-approved by the company supervisor, Jacob Kaaekuahiwi. The ESTIMATED annual work-time for this temporary assignment is 120 hours.
2. California Code of Regulations Title 5 Section 11704 defines a full time certificated employee as an employee required to work a six-hour day and 175 days per fiscal year, which equals 1050 hours on an annual basis. The full-time equivalency of this position shall be calculated on a proportionate basis of the hours required to be worked for this position annually compared to the statutory hours defined above, and to the extent the position requires up to and including 1050 hours of work-time on an annual basis, shall be considered to be up to a 1.0 full time equivalent certificated employee for the purpose of calculating the ratio of average daily attendance for independent study pupil's 18 years of age or less.



Opportunities For Learning  
Public Charter Schools

EMS

3. **\*\*\*\*This position requires a valid California state teaching credential for secondary (or elementary) education.** A copy of your credential or completed enrollment packet for an emergency permit should be given to OFL – CHARTER, LLC on or prior to your first day of employment or verification of your current credential must occur before your first day of employment. **\*\*\*Failure to provide proper documentation of a credential or emergency permit before the first scheduled work day may cause a delay in the final hiring process or denial of hire.** It is your responsibility as a California educator to see that your credential is updated as needed, and provided to the Human Resources Department or OFL – CHARTER, LLC before the expiration date of your credential/permit. If you have any questions regarding required teaching credentials please call Human Resources at (626) 921-8200 prior to your first day of employment.
4. You may be required to drive your own vehicle in the performance of your job and you must furnish a valid California driver's license and proof of current insurance when asked to do so at the New Hire Orientation, and as requested during your employment with OFL – CHARTER, LLC.
5. Because the company is required to verify your ability to work in the United States by federal law, please bring with you two forms of identification to orientation. One form of identification should have a photograph (i.e. driver's license, passport). The other should evidence your right to work in this country (i.e. passport, social security card, birth certificate, INS employment authorization document). For more information on accepted forms of identification, please visit <http://www.uscis.gov/files/form/i-9.pdf>.
6. Employment at OFL – CHARTER, LLC is at-will, and with the mutual consent of you and the company. Consequently, both you and the company have the right to terminate the employment relationship at any time, with or without cause or advance notice. This employment at-will agreement constitutes the entire agreement between you and the company on the subject of termination and it supersedes all prior agreements. Although other company policies and procedures may change from time to time, this employment at will agreement will remain in effect throughout your employment with the company unless it is specifically modified by an express written agreement signed by you and the President of the company. This employment at will relationship may not be modified by any oral or implied agreement.
7. Any information whether written, printed, graphic or electronically recorded, furnished, made available or accessed by OFL – CHARTER, LLC for your use is the sole property of OFL – CHARTER, LLC and constitute trade secrets which are also proprietary and confidential information. This trade secret and confidential proprietary information includes, but is not limited to, student lists, teaching materials, student accounting documents and information concerning the company's employees, services, business, techniques, methods, finances and operations. You will keep this trade secret and





Opportunities For Learning  
Public Charter Schools

EMS

proprietary and confidential information in the strictest confidence and will not use or disclose it by any means directly or indirectly, during or after your employment end with OFL – CHARTER, LLC, to any person, except with OFL – CHARTER, LLC prior written approval.

8. To protect company trade secrets, while employed by the company, for a period of two years following the termination of your employment, you will not use or rely on trade secret or confidential proprietary information and/or call on, solicit, or enroll any students of the company, or students who could potentially be served by the company, that you become aware of as a result of performing services for the company.
9. Any company property provided to you, such as computers, monitors, FAX machines, unused or used educational materials, training materials, data in any form, documents, files, manuals, keys, equipment, supplies or other company property must be returned to the company immediately upon request and you will agree to sign an authorization for deduction upon termination of employment. Any unaccounted for items will be deducted from your final paycheck, if such items have been willfully retained, or lost or destroyed through gross negligence. The amount of deduction will be based upon the then current depreciated value of the company property.
10. You understand that you are subject to all policies and procedures and will comply with all policies and procedures. The company handbook can be found online at <http://web.emsofl.com/weblink/EmployeeHandbook2015-OFL.pdf>
11. You understand that you will not during employment or anytime thereafter solicit or attempt to solicit any OFL – CHARTER, LLC employees to engage in any activity or to become employed elsewhere, which is in conflict with or contrary to the business interests of OFL – CHARTER, LLC.
12. You understand that you will not engage in any activity that is in conflict of interest of OFL – CHARTER, LLC or its interests.

Please call Human Resources at (626) 921-8200 if you have any questions or need additional information.

ACCEPTED:

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Opportunities For Learning  
Public Charter Schools

EMS

Employee Signature

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Date

## Attachment C

### District Teacher Information



1. Last Name \*

2. First Name \*

3. Nickname or Alias

4. Academic School Year Site \*

5. Summer School Assignment \*

6. Course (s) Assignment \*

7. Number of sessions being taught \*

8. Phone Number \*

10. Confirmed \*

Please indicate teacher hiring status  
*Mark only one oval.*

☐ Yes

☐ No

11. Notes

If this form is being submitted to replace a teacher please include the previous teacher's name.

## Attachment D

### COURSE CONTRACT

(Grades 7-12)

Student:	Course:
Teacher:	Course number:
Grade:	Credits to be earned upon completion:

The student will complete the course as outlined in the approved course description and activity guide for each unit of study and/or the appropriate State content standards. Monthly assignments with due dates will be made at student-teacher meetings and recorded on the Regular Work Assignments or the Learning Record.

**Major objectives:**

The content will focus on the development of the United States during the 20th century. This course will enable students to understand the chronological flow of events, the dynamics of change, and the critical links between the past and the present in the United States.

**Method of Study (assigned activities)**

Writing prompts, notebook of assignments, group activities, independent reading, worksheets/assignments, individual & group research projects.

**Method of evaluation:**

1. Class Assignments: writing prompts, group activities, independent assignments, and notebook checks
2. Homework: Essays, Projects, worksheets
3. Section Quizzes & Unit Exams
4. Final Exam

**Materials and / or Resources needed for completion:**

The Americans CA Edition, McDougal Littell 2006

We have read the terms of this contract and agree to all the conditions set forth. Any violation of this contract may result in renegotiation and/or an evaluation to determine the student's ability to continue in Independent Study.

Student signature: \_\_\_\_\_

Teacher signature: \_\_\_\_\_

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent Education Services

Prepared by: Brad Shearer, Assistant Superintendent Curriculum and Instruction  
Preschool-Grade 5

Date: April 25, 2019

Board Item: Agreement for Participation with the YMCA of Orange County Laguna Niguel to provide a Physical Education Noontime Sports Program for Students at Del Obispo Elementary School 2018 - 2019

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**HISTORY**

Several District schools have successfully partnered with the YMCA of Laguna Niguel to provide Noontime Sports Program to students during recess and lunch time. These schools include Concordia and Viejo Elementary Schools.

**BACKGROUND INFORMATION**

The YMCA of Laguna Niguel offers a Noontime Sports program for elementary schools for grades 1-5. The program activities provided are developmentally appropriate and customized based on age groups and student needs in an organized sports setting. The program is held 2 or 3 days per week during lunch/recess periods for approximately 2 hours per day, with qualified YMCA staff at the school site.

**CURRENT CONSIDERATIONS**

Approval of the ratification of agreement. Del Obispo Elementary School has expressed interest in securing this Noontime Sports Program for their grade 1-5 students. The program would provide organized sports for students at the school during lunchtime.

**FINANCIAL IMPLICATIONS**

The estimated expenditure under this contract is \$2,700 funded by the Del Obispo Foundation. It is estimated that 309 Del Obispo Elementary School students will participate in the YMCA of Orange County Laguna Niguel Noontime Sports program in the 2018 - 2019 school year.

**STAFF RECOMMENDATION**

Approval of Agreement for Participation with the YMCA of Orange County Laguna Niguel, to provide a Physical Education Noontime Sports Program for students at Del Obispo Elementary School 2018 - 2019.

**PREPARED BY:** Brad Shearer, Assistant Superintendent Curriculum and Instruction  
Preschool-Grade 5

**APPROVED BY:** Susan Holliday, Associate Superintendent Education Services



#### YMCA PROGRAM SERVICE AGREEMENT

This Agreement is made and entered into this 27th day of February, by and between the YMCA of Orange County Laguna Hills Family (branch name), a not-for-profit corporation and Del Obispo Elementary School, referred to throughout this Agreement as the YMCA and Program Service Recipient.

WHEREAS, Program Service Recipient agrees to have YMCA conduct program at the Program Service Recipient premises and,

WHEREAS, the YMCA desires to utilize the premises of the Program Service Recipient in order to conduct program; and,

WHEREAS, it is the desire of the parties to memorialize this understanding in a written agreement in which the YMCA shall conduct program at the premises owned by Program Service Recipient and the YMCA shall be allowed to conduct program pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Term

The term of this Agreement shall be for the period of February 27-May 31, 2018 and is subject to renewal for subsequent terms by agreement of both parties.

2. Program

The program covered by this agreement includes Program Service Recipients Premises. Attached hereto as *Exhibit A* describes the program and premises which is the subject of this Agreement.

3. Payment

The Program Service Recipient agrees to compensate the YMCA for performance of the services above on the following basis: \$2,700.00

4. Responsibilities of Program Service Recipient:

- a. Program Service Recipient shall solely be responsible for malfunctions, maintenance and repairs of equipment, facilities, premises or property. This shall include malfunctions, maintenance and repair to the equipment, facilities, premises or property provided by Program Service Recipient.
- b. The Program Service Recipient shall be responsible for full compliance with all cleaning procedures as regulated by the Department of Public Health. This shall include, but not be limited to routine and surrounding area housekeeping.
- c. The Program Service Recipient shall not violate any City, County, or State Law in or about the said premises.





5. Responsibility of YMCA

- a. To provide qualified YMCA staff during program hours. Each staff member shall have been screened, trained, have proper certifications for the program.
- b. Hire, staff, train and supervise all program staff.
- c. Provide program including: Noontime Sports (Wednesday, Thursday, Friday)  
Ratio will be: 1:20
- d. Pay all compensation with respect to its staff including wages and employment taxes and benefits.
- e. The YMCA Director or his/her designee will promptly notify the designated Program Service Recipient representative of any needed repairs and will inform the representative of any safety or code violations which may require temporary closure until repair work is completed.
- f. YMCA shall be responsible for participant registration for the program and shall maintain records and related documents.
- g. YMCA shall be responsible for obtaining and maintaining participant's waivers for the program.

6. Insurance

The YMCA shall maintain at its expense during the term of this Agreement comprehensive general liability insurance for the joint protection of the YMCA and the Program Service Recipient against claims for personal injury, death or property damage arising out of the negligence by the YMCA and/or its agents arising out of the program on the premises of the Program Service Recipient property. The insurance shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence. Program Service Recipient shall maintain at its expense during the terms of this Agreement comprehensive general liability insurance for the joint protection of Service Recipient and the YMCA against claims of personal injury, death or property damage. The insurance shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence. EXCLUDED FROM THE INSURANCE COVERAGE PROVIDED BY YMCA, IS ANY OCCURRENCE WHILE ON PROGRAM SERVICE RECIPIENTS PREMISES THAT WAS NOT DUE TO THE YMCA'S NEGLIGENCE. THE PROGRAM SERVICE RECIPIENT'S INSURANCE SHALL BE THE SOLE REMEDY FOR SUCH LOSSES.

7. Indemnification

- a. Program Service Recipient shall indemnify, defend with competent counsel and hold the YMCA, its employees and agents harmless of and from any loss, damage, claim or expense including reasonable attorney's fees arising out of any act by Program Service Recipient and/or a Program Service Recipient Employee or Agent which causes harm of any type to an employee or participant in the YMCA program.
- b. YMCA shall indemnify, defend with competent counsel and hold the Program Service Recipient its employees and agents harmless of and from any loss, damage, claim or



expense including reasonable attorney's fees arising out of any act by YMCA and/or a YMCA Employee or Agent which causes harm of any type to an employee or participant in the YMCA program.

8. Assignment

Neither the Program Service Recipient nor the YMCA shall have the right to assign this Agreement without prior written consent of both parties.

9. Attorney's Fees

If a suit or action is brought to enforce this Agreement or any provision hereof, or to rescind or disaffirm this Agreement or any provision hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses, both trial and appellate, in addition to its costs and disbursements allowed by law, which shall include the costs of any discovery proceedings.

10. Binding Effect

This Agreement shall be binding upon, and shall inure to the benefit of the parties and their respective successors and assigns.

11. Amendments

No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced in writing and is then properly executed by the parties hereto.

12. Nonprofit Status of YMCA

Should anything in this Agreement adversely affect the YMCA's not-for-profit status, this Agreement may be voided at the YMCA's sole option.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the day and date shown forth above.

YMCABY ORANGE COUNTY

Signature and Title  
Date: 3/11/19

AD

Program Service Recipient Name

Signature and Title  
Date: 3/11/2019

Assistant Principal

District Representative

Signature and Title

Date: 3/18/17



#### **YMCA Program Service Agreement/Contract PROCEDURES**

A YMCA Program service agreement is used when the YMCA will be offering a service/program at another organization, or owner's premises or property. All agreements are contractually binding and require approval and authorization from the YMCA of Orange County.

#### Examples of YMCA Program Services:

- ☐ Backyard swim
- ☐ Lifeguarding
- ☐ Pool management
- ☐ Swim lessons
- ☐ Noon time sports
- ☐ After school sports
- ☐ After school programs
- ☐ Day/Resident camp

#### Requirements/Procedures:

1. Program Director completes the Program/Service Agreement. Exhibit A must be attached (agreement deliverables) along with a budget (if applicable).
2. Program Director must obtain supervisor approval.
3. Supervisor must obtain VP of Operations approval prior to entering into any agreement.
4. VP of Operations will obtain CFO/CEO approval.
5. Once contract is approved internally, Program Director may obtain other parties signatures.
6. Final signed and executed copy must be sent to supervisor and Association Office (CFO office) for Insurance requirements and retention.



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

Recreation Sports Calendar and Payment Schedule  
Del Chicago Elementary School

Days Selected:

Month  
February '19  
March '19  
April '19  
May '19

Wednesday, Thursday, Friday

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	Total Monthly Cost
75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	\$150.00	
75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	\$750.00	
75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	\$675.00	
75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	\$1,125.00	

Total Cost for Year:  
Administration Costs:

\$2,700.00  
N/A

Total Cost for Program:

\$2,700.00

Payment Schedule: 1 Payment of: \$2,700.00 or 3 Payments of \$900  
Dues: March 31, April 30, May 31



# CERTIFICATE OF LIABILITY INSURANCE

Operations of the Named Insured

DATE (MM/DD/YYYY)

12/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **Bolton & Company**  
3476 E. Foothill Blvd., Suite 100  
Pasadena, CA 91107

CONTACT NAME: \_\_\_\_\_  
PHONE (Area No.) Ext: (626) 799-7000 FAX (Area No.): (626) 583-2117  
E-MAIL ADDRESS: \_\_\_\_\_  
INSURER(S) AFFORDING COVERAGE

www.boltonco.com 0008309

INSURED  
**YMCA of Orange County**  
13821 Newport Avenue Suite 200  
Tustin CA 92780

INSURER A: **The Hanover American Insurance Company** NAIC# 38064  
INSURER B: **Quality Comp. Inc.** 38865  
INSURER C: \_\_\_\_\_  
INSURER D: \_\_\_\_\_  
INSURER E: \_\_\_\_\_  
INSURER F: \_\_\_\_\_

## COVERAGES

CERTIFICATE NUMBER: 45282294

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	TYPE OF INSURANCE	ADDL. INSR. (INS. LTR.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPIR. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Sexual Abuse Coverage  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	ZZ3D79134000	1/1/2019	1/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AW3D79131300	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		UH3D79134100	1/1/2019	1/1/2020	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MO) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	D150820317	1/1/2019	1/1/2020	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

GL Additional Insured applies per 42129150816 attached, only if required by written contract/agreement.  
Re: Operations of the Named Insured. The Capistrano Unified School District is named as additional insured per attached.  
Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory per PI-GL-005 0712 attached.

## CERTIFICATE HOLDER

Operations of the Named Insured

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

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Candice Solarz

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ACORD 25 (201603)

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45282294 12-20 GL AUTO EXCESS 15-20 WC | Nancy Caldwell | 12/28/2018 5:09:51 PM (EST) | Page 1 of 5

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Gregory Merwin, Associate Superintendent, Student Support Services

Prepared by: Donald Mahoney, Assistant Superintendent, SELPA, Special Education Services

Date: April 25, 2019

Board Item: Memorandum of Understanding with Laguna Beach Unified School District

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**BACKGROUND INFORMATION**

The District has provided special education and related services to students of Laguna Beach Unified School District (LBUSD) who attend the District's Adult Transition Program (ATP) in prior years. The District staff has provided these services to LBUSD from the time both districts were part of the South Orange County Special Education Local Plan Area. The current Memorandum of Understanding (MOU) exists for the purpose of providing these services to students from LBUSD. The MOU includes reimbursement costs that will be provided by LBUSD to the District.

**CURRENT CONSIDERATIONS**

The MOU with LBUSD was approved at the December 12, 2018 Board Meeting. The MOU provided to Trustees needed to be further revised and updated to reflect the hourly rate of the program cost listed in Exhibit A of the MOU. LBUSD is requesting to enter into a MOU with the District to provide services to three students from LBUSD that would be placed in the District's ATP during the 2018-2019 school year as recommended by their Individualized Education Program team. LBUSD does not have an ATP within their district. The District will provide services to LBUSD students per the MOU. LBUSD will reimburse the District for all services provided.

**FINANCIAL IMPLICATIONS**

There is no financial impact to the District.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the ratification of the Memorandum of Understanding with the Laguna Beach Unified School District.

**PREPARED BY:** Donald Mahoney, Assistant Superintendent, SELPA, Special Education Services

**APPROVED BY:** Gregory Merwin, Associate Superintendent, Student Support Services

MEMORANDUM OF UNDERSTANDING  
BETWEEN CAPISTRANO UNIFIED SCHOOL  
DISTRICT AND LAGUNA BEACH UNIFIED  
SCHOOL DISTRICT FOR SPECIAL EDUCATION  
SERVICES

This Agreement is made by and between the Capistrano Unified School District (CUSD also referred to herein as the Provider District) and the Laguna Beach Unified School District (LBUSD also referred to herein as the Sending District). CUSD and LBUSD are also referred to individually as Party, and collectively as Parties. This Agreement is based upon the following factual recitals:

**RECITALS**

WHEREAS, Education Code §§ 56195.1 and 56195.5 authorize school districts and special education local plan areas (SELPAs) to enter into agreements to provide for the education of special education students who may reside in other districts or counties;

WHEREAS, Education Code § 56041 provides that, except for those students meeting residency requirements for school attendance specified in Education Code section 48204(a), the district of residence responsible for providing special education and related services to students between the ages of 18-22 years, inclusive, shall be the last district of residence in effect prior to the student attaining the age of majority for non-conserved pupils, as long as and until the parent or parents relocate to a new district of residence, at which time the new district of residence shall become the responsible local educational agency;

WHEREAS, Education Code section 56028 defines a “parent” as a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, including a court appointed responsible adult and further provides that the court appointed responsible adult shall be determined to be the “parent” for purposes of determining residency under Education Code section 48200 et. seq.;

WHEREAS, Students are 18+ year old conserved adult students (Students) eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA);

WHEREAS, Students parents reside within the boundaries of LBUSD which the Parties believe to be Students district of residence;

WHEREAS, Student currently resides in parent’s home and parent desires student to attend school within the boundaries of CUSD;

WHEREAS, the Parties wish to enter into this Agreement regarding the provision of special education and related services for Students.

**NOW, THEREFORE,** CUSD and LBUSD agree as follows:

1. Recitals

The recitals stated above are incorporated into this Agreement.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2018 through June 30, 2019.

3. Educational Placement and Services

The Parties agree that Students will be enrolled in an adult transition program within CUSD. CUSD agrees to implement Students Individualized Education Program (IEP) developed by LBUSD, including all related services, and provide Students with a free appropriate public education during the time that Students are enrolled in a CUSD educational program.

In the event CUSD determines it is no longer able to implement Students IEP or to continue to provide Students special education and related services, CUSD shall immediately notify LBUSD of its intent to terminate this MOU, by sending a letter to LBUSD's Director of Special Education and SELPA Operations and this MOU will be considered terminated 60 days following such notification. In the event LBUSD wishes to terminate this MOU, written notice must be provided to CUSD's Assistant Superintendent, SELPA and Special Education Operations and 60 days following such notification this MOU will be considered terminated.

In the event any Student moves out of LBUSD's boundaries, LBUSD shall immediately notify CUSD of Student's change in residence.

4. Annual and Triennial IEP Meetings

CUSD shall notify LBUSD of Students IEP meetings (Student/school request, annual, and triennial review IEP team meetings) by e-mail to LBUSD's Director of Special Education with at least two weeks' advance notice, and LBUSD will provide a representative to participate in the development of the IEP (telephonically or in person). For any change in services specified on the current IEP, a LBUSD representative who is authorized to approve or disapprove the allocation of specified LBUSD resources necessary for the implementation of the IEP shall be involved in the development of the IEP. LBUSD will complete assessments/evaluations required for Students triennial assessment/IEP. CUSD will participate and collaborate in the assessment process. If Students request assessment outside this triennial assessment, CUSD will inform LBUSD within two days of the request by notifying LBUSD's Director of Education via e-mail.

5. Due Process Proceedings

If Student or their court appointed responsible adult contests the termination of services by initiating a due process proceeding with the Office of Administrative Hearing (OAH), CUSD will abide by the "stay-put" requirement of state and federal law unless the Students or their court appointed responsible adult agree otherwise or an interim alternative educational placement is deemed lawful and appropriate by LBUSD or OAH.



Upon request by LBUSD, CUSD will fully participate in special education due process proceedings including mediations and hearings, as requested by LBUSD. Full participation shall include, but in no way limited to, cooperating with LBUSD representatives to provide all documentation that pertains to CUSD's adult transition program and/or the implementation of Students IEP.

#### 6. Payment for Educational Placement and Services

LBUSD agrees to fund Student's educational placement and services within CUSD. LBUSD agrees to pay CUSD as follows:

- a. Placement and Services: LBUSD will fund Student's placement in CUSD's Adult Transition Program in accordance with the funding formula included in Exhibit A.
- b. Payment and Final Accounting: A final accounting to determine the cost of attendance and billing costs to LBUSD will be made no later than September 15, 2019 for the 2018-2019 school year.
- c. Attendance: For the purpose of this MOU, Students will be considered enrolled for the 2018-2019 school year. For each month Students are enrolled, payment will be due for all services. To withdraw Students from attendance, this Agreement must be terminated (per Section 3) or Students/District may provide written notice to CUSD by the 25<sup>th</sup> of the month that Students will not be attending the following month.

#### 7. No Waiver

The failure of CUSD in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

#### 8. Hold Harmless

To the extent permitted by law, and except for the gross negligent acts or omissions of employees, agents and officers of LBUSD, CUSD hereby agrees to hold harmless, indemnify and defend LBUSD and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with CUSD's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the gross negligent acts or omissions of employees, agents and officers of CUSD, LBUSD hereby agrees to hold harmless, indemnify and defend CUSD and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the performance of services other than for the operation of CUSD during the term of this Agreement.

#### 9. Independent Contractors

CUSD and LBUUSD, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each party understands and agrees that it and all of its employees shall not be considered officers, employees or agents of either of the parties to this Agreement. Each party assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement.

#### 10. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

#### 11. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

#### 12. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

#### 13. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

#### 14. Authorized Signatures

The individuals signing this Agreement warrant that they are authorized to do so, and further, that they are authorized to make the promises in this Agreement on behalf of the respective Parties.

#### 15. Governing Board Approval

This Agreement is contingent upon approval by the Parties' respective Governing Boards.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:  
Capistrano Unified School District

PROVIDER DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Gregory Merwin, Ed.D.  
(Print Name)

Associate Superintendent  
(Title)

DATE:

BOARD APPROVAL: \_\_\_\_\_

SPECIAL ED MOU  
cc: SELPA

Laguna Beach Unified School District

SENDING DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Jason Vilorio, Ed.D.  
(Print Name)

Superintendent  
(Title)

DATE: \_\_\_\_\_

BOARD APPROVAL: \_\_\_\_\_

Exhibit A  
Special Education Department  
Estimated CUSD Adult Transition Student Cost  
2018-2019

Program Cost per Month	\$2,414.61 per month
Program Cost Hourly Rate	\$101.50 per hour
Speech and Language	\$55.51 per hour
1:1 IA	\$45.10 per hour
VI	\$55.51 per hour
HI	\$48.57 per hour
Audiology	\$85.00 per hour
OM	\$73.55 per hour

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Gregory Merwin, Associate Superintendent, Student Support Services

Prepared by: Debbi Keeler, Director, Early Childhood Programs

Date: April 25, 2019

Board Item: Resolution No: 1819-40, Approval for Licensing Canyon Vista Elementary School as a Preschool Child Care Center

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**HISTORY**

The District has a rich history of providing an educational experience for preschool children for over 35 years to help support school success. The fee and state funded program serve young children providing half-day and full day instruction Monday through Friday, Families pay a fee or qualify for free preschool based eligibility criteria including homeless, foster, low-income status and children with an Individualized Education Program. All of the District's existing preschool classes are licensed with the California Department of Social Services (CDSS) through the Community Care Licensing Division.

**BACKGROUND INFORMATION**

Preschool classes are held at 24 of the District's elementary sites. Canyon Vista Elementary (Canyon Vista) will be opening its doors to the Aliso Viejo community for the 2019-2020 school year. Due to community need at Canyon Vista, one new licensed preschool program will serve the needs of preschool students through a blended/co-taught model. This will be the District's first co-taught/inclusive preschool classroom. The program will include a half-day option for families 2, 3 and 5 days a week.

**CURRENT CONSIDERATIONS**

The California Department of Social Services (CDSS) Community Care Licensing Division issues a state license for a Preschool Child Care Centers upon request. This resolution would affirm the addition of a preschool program at Canyon Vista beginning with the 2019 -2020 school year and beyond. With this request, the district verifies approval of the preschool program. The Community Care Licensing Division requires a resolution accepting the licensing of Canyon Vista as a Preschool Child Care Center as a part of the licensing application process.

**FINANCIAL IMPLICATIONS**

The Early Childhood Programs will be able to provide services to approximately 24 families related to early childhood development meeting the immediate needs of the community. The tuition and funding from state preschool will support the operation of the program.

**OTHER INFORMATION and DATA.**

The Early Childhood Department operates licensed facilities as an added benefit to the overall program under current regulations.

**STAFF RECOMMENDATION**

The staff recommend approval of the resolution.

**PREPARED BY:** Debbi Keeler, Director, Early Childhood Programs

**APPROVED BY:** Gregory Merwin, Associate Superintendent, Student Support Services

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California

**RESOLUTION NO. 1819-40**

**RESOLUTION FOR ACCEPTANCE OF LICENSING CANYON VISTA  
ELEMENTARY SCHOOL AS A PRESCHOOL CHILD CARE CENTER**

*BE IT RESOLVED* the Board of Trustees of the Capistrano Unified School District authorized the District to affirm the addition of a preschool program at Canyon Vista Elementary School beginning with the 2019-2020 school year and beyond.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Kirsten M. Vital	Superintendent	_____
Debra R. Keeler, Ph.D.	Director II Early Childhood Programs	_____

PASSED AND ADOPTED THIS 25<sup>th</sup> day of April 2019, by the Board of Trustees of the Capistrano Unified School District, County of Orange, California.

AYES        ( )

NOES        ( )

ABSENT     ( )

ABSTAIN    ( )

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 25<sup>th</sup> day of April 2019, by a roll call vote.

\_\_\_\_\_  
Patricia Holloway  
Clerk of the Board of Trustees

\_\_\_\_\_  
Kirsten M. Vital  
Superintendent  
Secretary of the Board of Trustees

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Prepared by: Riki Belshe, ATAP

Date: April 25, 2019

Board Item: California State University, Fullerton Fall 2018 Master Teacher Honorarium Group 2

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**HISTORY**

Historically, the District has partnered with universities to allow student teachers to be paired with experienced District teachers recommended by their administrator as master teachers. The student teaching experience is a California Commission on Teacher Credentialing requirement to earn a California Preliminary Teaching Credential. Universities pay a stipend to Master Teachers who work with their Student Teachers.

**BACKGROUND INFORMATION**

In order to recruit the best new teachers, the District partners with California State University, Fullerton (CSUF) to place Student Teachers with Master Teachers at District school sites. CSUF is not able to pay the Master Teachers directly, rather they reimburse CUSD for the payments.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the California State University, Fullerton Fall 2018 Master Teacher Honorarium Group 2.

**FINANCIAL IMPLICATIONS**

The District is reimbursed for all CSUF Master Teacher Honorariums. There is no fiscal impact.

**DATA**

There is no data available for this item.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the California State University, Fullerton Fall 2018 Master Teacher Honorarium Group 2.

Page 1 of 2



**PREPARED BY:** Riki Belshe, ATAP

**APPROVED BY:** Tim Brooks, Associate Superintendent, Human Resource Services

# FINAL PLACEMENT LIST

Attn: David Stewart

Fax: (949) 489-0467

Phone: (949) 234-9408

Superintendent: Kirsten Vial 33122 Valle Rd, San Juan Capistrano, CA 92675

District Phone: (949) 234-9200 Fax: (949) 240-6241

Cal State Fullerton shows placement of the following Elementary, Secondary, Special Ed and/or Speech Communication student teachers within your district this semester:

## FINAL PLACEMENT LIST CAPISTRANO UNIFIED SCHOOL DISTRICT

CSUF CONTRACT # T140016 TERM FALL 18

School	Start Date	End Date	Student	Units	Payment	Master Teacher/Mentor	Grade(s)	CSUF Supervisor
San Clemente HS		Sec Ed	Smith, Lauren	5	\$125.00	Denna Pearce		(Staff-TBA)
Master Teacher	Placements	Units	Total Amount					
			Master teachers working with a student teacher (excluding students on internships or emergency credentials) will receive payment according to units and amounts associated above.					
TOTALS	1	5	\$125.00					

## PLEASE READ INSTRUCTIONS CAREFULLY BEFORE INVOICING CSUF!

Above is a final and confirmed list of placements within your district for the semester/year printed above. It is deemed to be accurate and complete based on the final confirmation of our University Supervisors indicated herein. Occasionally, backpayments for Summer or Intersession placements may also be included on a Fall or Spring placement list, so please note specific starting and School districts must bill CSUF's Department of Education through their own billing format, indicating the name of each student teacher with her/his master teacher, the units eligible for payment, and the CSUF Contract#. Also, attach a signed copy of this FINAL PLACEMENT LIST to your district's invoice in order to insure accurate and prompt payment processing. If there are additions/corrections to be made above, please contact Paulina Leon at (657) 278-3411 or Fax (657) 278-3110 as soon as possible before invoicing so that a revised Final Placement List reflecting the corrections can be sent to you.

If the placements shown above are accurate and complete for the semester indicated herein, please mail invoice to:

ATTN: Paulina Leon CSUF DEPT. OF EDUCATION, P.O. BOX 6868, FULLERTON, CA 92834-6868

PHONE: (657) 278-3411 FAX: (657) 278-3110

I hereby certify that all master teacher placements and their associated units are, to the best of my knowledge, accurate and entitled to payment at the reimbursement rate indicated above.

Please Print Your Name and Title:

Area

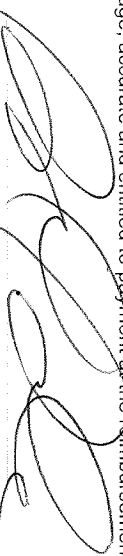
Direct Telephone:

Signature:

Date:

Riki Belshe TAP

(949) 234-9387



2/28/19

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: April 25, 2019

Board Item: Authorization of Coaches to Provide Second Semester Physical Education Credit

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**HISTORY**

This is a standing item that is presented to the Board of Trustees on a semester basis. Education Code § 44258.7(b) allows the local governing board to authorization a person who holds a teaching credential in a subject or subjects other than physical education to coach one period per day in a competitive sport for which students receive physical education credit.

**BACKGROUND INFORMATION**

The District has a long standing practice of approving teachers who are credentialed in subjects other than physical education (PE) to provide PE credit to students in that respective sport. It is permissible for Districts to assign a teacher with a credential in a subject area other than PE to coach a competitive sport and award PE credit to students. State law requires that teachers be full time employees of the District, have completed a minimum of 20 hours of first aid instruction, and have been approved by the Board of Trustees.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the authorization of coaches to provide second semester physical education credit.

**FINANCIAL IMPLICATIONS**

There is no fiscal impact.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the authorization of coaches to provide second semester credit.

**PREPARED BY:** Tim Brooks, Associate Superintendent, Human Resource Services

Authorization of Coaches to Provide Second Semester Physical Education Credit

April 25, 2019

School	Last Name	First	Sport(s)
Aliso Niguel High School	Alvarez	Sharon	Softball
Aliso Niguel High School	Barnett	Keith	Basketball (B)
Aliso Niguel High School	Calahan	Michael	Football
Aliso Niguel High School	Colwell	Greg	Wrestling
Aliso Niguel High School	Cox	Ryan	Swim (G)
Aliso Niguel High School	Golden	Jeremy	Musical Theater
Aliso Niguel High School	Hanson	Craig	Baseball
Aliso Niguel High School	Mashburn	Andrew	Track (G), Lacrosse (G), Water Polo (G), Volleyball (B), Tennis(B)
Aliso Niguel High School	Puffer	Jon	Swim (B)
Aliso Niguel High School	Riach	Tom	Basketball (G)
Aliso Niguel High School	Riddle	Juanita	Cheer
Aliso Niguel High School	Turney	Jason	Golf (B)
Aliso Niguel High School	Weinberg	Dave	Marching Band/Color Guard
Aliso Niguel High School	Westling	Kurt	Football
Capistrano Valley High School	Addison	Chad	Athletic Director
Capistrano Valley High School	Fitzgerald	Nicholas	Lacrosse
Capistrano Valley High School	Higginson	Patrick	Water Polo
Capistrano Valley High School	Minier	Michael	Golf
Capistrano Valley High School	Mulligan	Brian	Basketball
Capistrano Valley High School	Pender	Max	Surf
Capistrano Valley High School	Resnick	Joshua	Wrestling
Capistrano Valley High School	Ricci	Dave	Football
Capistrano Valley High School	Schepens	Scott	Track
Capistrano Valley High School	Sorgo	Adam	Baseball
Capistrano Valley High School	Sorrell	Jason	Soccer
Capistrano Valley High School	Tucker	Emily	Drama
Capistrano Valley High School	Waldukat	Andreas	Marching Band
Capistrano Valley High School	Yancey	Kendra	Swimming
Dana Hills High School	Kauo	Joe	Lacrosse, Football
Dana Hills High School	Abedi	Reza	Wrestling
Dana Hills High School	Cosenza	Brandon	Softball
Dana Hills High School	Desiano	Tom	Basketball
Dana Hills High School	Forster	Glenn	Golf
Dana Hills High School	Georgia	Dave	Basketball (G), Lacrosse, Volleyball (G), Tennis (B), Soccer (G)
Dana Hills High School	Pierce	Carrie	Swim, Waterpolo
Dana Hills High School	Rosa	Matt	Swim, Waterpolo
Dana Hills High School	Sampson	Tim	Surfing
Dana Hills High School	Skinner	Phil	Football
Dana Hills High School	Smith	Nick	X-Country, Track
Dana Hills High School	Stinson	Rick	Stand Up Paddle
San Clemente High School	Cain	Joshua	Lacrosse (G)
San Clemente High School	Calentino	Mark	Wrestling (B)
San Clemente High School	Dollar	Thomas	Swimming (B)

Authorization of Coaches to Provide Second Semester Physical Education Credit  
April 25, 2019

San Clemente High School	Hamro	Jon	Soccer (G), Softball, Volleyball (G), Basketball (G), Wrestling (G), Lacrosse (B),
San Clemente High School	Johnson	Dan	Track & Field (B)
San Clemente High School	Popovich	Marc	Basketball (B)
San Clemente High School	Proodian	David	Track & Field (G)
San Clemente High School	Reid	Matthew	Cheer, Musical Theater
San Clemente High School	Salway	Andrew	Swimming (G)
San Clemente High School	Stephens	John	Tennis
San Clemente High School	Swenson	Casey	Volleyball (G)
San Juan Hills High School	Beilstein	Cambria	Drama/Musical Theater
San Juan Hills High School	Dileo	Tim	Tennis
San Juan Hills High School	Efsathiou	Jason	Basketball
San Juan Hills High School	Frith	Rob	Football
San Juan Hills High School	LeVier	Bret	Baseball
San Juan Hills High School	McElroy	Dean	Marching Band
San Juan Hills High School	Moore	Farrel	Soccer
San Juan Hills High School	Noble	Eric	Pep Squad
San Juan Hills High School	Roberts	Nathan	Surf/Gold
San Juan Hills High School	Summers	Rob	Cross Country/Track
Tesoro High School	Gibson	Mike	Swim (B)
Tesoro High School	Brail	Rick	Baseball
Tesoro High School	Choi	Yeon	Dance Guard
Tesoro High School	DesPalmas	Cheryl	Drama/Musical Production
Tesoro High School	Harnett	Patrick	Tennis (B)
Tesoro High School	Pinon	Ryan	Surf
Tesoro High School	Polk	Rich	Volleyball
Tesoro High School	Ramirez	Gil	Swim (G), Basketball (G), Soccer (G), Track (B), Gold (G), Pep Squad (Song & Cheer), Wrestling, Lacrosse (B), Lacrosse (G), Softball, Strength & Conditioning
Tesoro High School	Sharar	Courtney	Track (G)

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services  
Ryan Burris, Chief Communications Officer

Date: April 25, 2019

Board Item: License Agreement – Soka University of America

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**HISTORY**

In 1972, California began recognizing outstanding teachers to provide an opportunity for fostering educator excellence. The California Teachers of the Year (TOY) process is part of the teamwork and collaboration in place to meet those recommendations. The California TOY Program highlights educational innovation, student learning, and the rewards of teaching.

**BACKGROUND INFORMATION**

Prior to 2005, the District celebrated the TOY program at a local restaurant with dinner, speeches, certificates and awards. On or about 2005, Capistrano United Education Association (CUEA) took over the planning and implementation of the TOY program. CUEA moved the program location from a restaurant to a theater, using Mariners Church, Coast Hills Church and for the last five years, the Soka Performing Arts Center.

The District took over the planning and implementation of the 2019 TOY program. To ensure a smooth transition the decision was made to keep the 2019 program at Soka.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the License Agreement with Soka University of America to rent Soka Performing Arts Center for the 2019 Teacher of the Year event.

**FINANCIAL IMPLICATIONS**

Expenditures under this agreement are not-to-exceed \$5,000 funded by the general fund, and offset by the sale of tickets through PTA.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the License Agreement with Soka University of America.

**PREPARED BY:** Tim Brooks, Associate Superintendent, Human Resource Services and  
Ryan Burris, Chief Communications Officer



## LICENSE AGREEMENT

This License Agreement (this "Agreement") is made as of November 13, 2018 between Soka University of America, a California nonprofit public benefit corporation ("SUA"), and the person identified in Paragraph 3 below ("Licensee").

1. Name and Address of Center containing Facility: SOKA PERFORMING ARTS CENTER  
SOKA UNIVERSITY OF AMERICA  
1 UNIVERSITY DRIVE  
ALISO VIEJO, CALIFORNIA 92656
2. Specific Areas Licensed  
(hereafter referred to as the "Facility"): "Exclusive Use Areas": CONCERT HALL AUDITORIUM AND STAGE; SMALL DRESSING ROOM NO. 1; LARGE GROUP DRESSING ROOMS NOS. 2, 3, 4 & 5; REHEARSAL ROOMS NOS. 1 & 2; LOBBY  
  
"Nonexclusive Use Areas": BACKSTAGE HALLWAY  
RESTROOM FACILITIES; LOADING FACILITIES.
3. Name and Address of Licensee: Capistrano Unified Education Assn.  
27422 Aliso Creek Road, Suite 100  
Aliso Viejo, CA 92656  
Phone: 949-900-2280 x200
4. Date(s), Starting and Finishing Time  
(hereafter the "Term"): THURSDAY, MARCH 28, 2019 AT 2-8 P.M.  
EVENT TIME 5:30-7:00 P.M.
5. Type of Engagement (hereafter the "Event"): LOAD-IN, TECH REHEARSAL, ONE PERFORMANCE AND STRIKE/LOAD-OUT OF TEACHER OF THE YEAR AWARDS CEREMONY.
6. License Fee: \$5,000.00 FOR ALL SERVICES AND FACILITY PROVIDED ON DAY OF PERFORMANCE
7. Method of Payment: NON-REFUNDABLE \$1,500.00 DEPOSIT DUE WITH RETURN OF SIGNED CONTRACT. BALANCE DUE ON DATE OF ENGAGEMENT PRIOR TO PERFORMANCE.  
**Named fee is special, confidential and specific to this one event.**
8. To be binding on SUA, signed  
Agreement by Licensee is Due no later than: December 15, 2018

9. **License of Facility.** SUA, for the consideration and on the terms provided in this Agreement, licenses to Licensee the Facility for the Term solely for the purpose of the Event. During the Term, Licensee shall have an exclusive license of those portions of the Facility identified as "Exclusive Use Areas" in Section 2 above, and shall have a nonexclusive license of those portions of the Facility identified as "Nonexclusive Use Areas" in Section 2 above. Licensee shall not sublicense or otherwise permit another person or entity to utilize the Facility unless Licensee obtains the prior written consent of SUA's Manager of the Facility (the "Manager"), which Manager may withhold in its sole discretion. Licensee acknowledges that the Facilities are part of the Soka Performing Arts Center which also contains additional performing spaces, classrooms, and public spaces (collectively, the "Center"), and that unless explicitly provided herein, this Agreement gives no license or other rights to Licensee in any portion of the Center other than the Facilities. It is understood and agreed that there may be other activities in the Center simultaneously with Licensee's Event, and that activities may take place in the Facility immediately before and after the performances and rehearsals of Licensee. Notwithstanding the exclusive license provided in this Section 9 for Exclusive Use Areas, Licensee agrees that its use of the Facility is subject to the use of the Center, including the Facility, for such other activities and agrees not to unreasonably interfere with such other activities in its use of the Facility. Licensee shall not at any time obstruct access to or exit from the Center any portion thereof.

9.1 **Early and Extended Access.** Access to the Facility commencing before or continuing after the Term shall be subject to the written permission of Manager for the additional charges as set forth in the Summary of Services and Charges for the Facility attached hereto and incorporated into this Agreement by this reference. Upon approval in advance by the Manager, SUA may receive any property delivered to the Center on behalf of Licensee, prior to, during or after the use and/or occupancy of the Facilities by Licensee, as an accommodation to Licensee. Neither SUA, its officers, agents, or employees, shall be liable for any loss, damage, nor injury to such property while it is in the possession of SUA or while it is in or about the Facility. This Agreement creates no bailment. Materials left in the Facility by Licensee after the Term may result in Licensee being charged the per-day rehearsal rate for the Facility as described in the Summary of Services and Charges until such materials are removed from the Center.

9.2 **Use.** Licensee may not substitute, delete from or add to the Event, and the Facilities shall be used for no purpose other than the specified Event. Licensee shall not use the Facility, or permit anything to be done in or about the Facility, which will in any way conflict with (i) any applicable statute, ordinance or governmental rule or regulation, (ii) requirements imposed by SUA's fire insurance carrier as to which SUA gives Licensee written notice or (iii) contracts of SUA as to which SUA gives Licensee written notice. Licensee, in its use of the Facility shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements specific to said use. **Licensee shall obtain and pay for all appropriate BMI, ASCAP and SESAC licenses for the performances in the Event. Licensee shall pay all dues to AEA, AGVA, AFTRA and all other applicable union dues incurred for the Event when and as due.** No use shall be made of the Facility which is vulgar, obscene, licentious, indecent, immoral, illegal, scandalous or contrary to the operating policies of SUA.

9.2.1 Licensee shall within three (3) business days following written request from SUA provide SUA with a detailed description of the activities and things to be done, conducted and presented by Licensee in connection with the Event. If SUA determines, in its reasonable judgment, that Licensee's description of its proposed activities violates SUA's operating policies, SUA shall have the right to terminate this Agreement upon written notice to Licensee and without any liability to Licensee or SUA.

9.2.2 Licensee agrees that all publicity, advertising and marketing materials used for the Event prominently identify the name of the venue as "Soka Performing Arts Center" and include SUA's logo (an exemplar of which appears on the cover page of this Agreement), and SUA licenses to Licensee SUA's copyright and trademark rights in the use of the name "Soka Performing Arts Center" and SUA's logo solely for the foregoing purpose. Licensee shall submit to SUA for the approval of SUA all publicity, advertising and marketing materials for the Event not later than 30 days prior to the commencement of the Term, and in no event later than 24 hours immediately preceding first public distribution of such publicity materials in Orange County, California. SUA may in its sole discretion approve, withhold approval or approve with conditions such publicity, advertising and marketing materials. Any publicity, advertising and marketing materials not approved by SUA shall be modified to gain approval, or shall not be distributed. Violation of this section shall provide good cause for cancellation of this Agreement, and shall entitle SUA to its remedies under Section 12 below.

9.2.3 Licensee shall provide SUA with Licensee's marketing plan so that SUA's box office is informed of breaking advertisements.

9.3 **Configuration, etc.** Configuration and setup of the Facility for the Event shall be as specified on Licensee's application materials which are on file with the office of the Manager and are hereby incorporated into this Agreement by this reference. SUA makes no representation or warranty as to the seating capacity of the Facility and Licensee acknowledges that the seating capacity will vary between different types of performances because of the size and configuration of the stage. Licensee shall not in any way alter the Facilities without the prior consent of Manager. SUA reserves the right to place



reasonable restrictions upon or prohibit the affixation by Licensee of any nails, spikes, lighting, posters, signs, or adhesive-backed items such as stickers, tape, etc. to any part of the Facilities. Licensee shall not post any signs or set up any displays in, on or about the Center without the prior written consent of SUA.

9.3.1 Standard lighting plot with selected additional specials as determined by Facility and User staff through mutual agreement shall be made available by SUA for the use of the Event. All scenic elements to be mounted on the motorized fly system must be approved by the Manager or his/her designee prior to installation. All scenic elements shall meet all applicable health, safety, and fire codes applicable to SUA promulgated by the City of Aliso Viejo, the County of Orange, and the State of California. Any scenic element not conforming to these regulations shall be removed promptly from the Facility by Licensee at Licensee's expense.

9.3.2 Licensee shall have use of the standard public address style sound playback, mixing and amplification systems and associated equipment for supplementation of Event sound requirements. Licensee agrees that the professional sound staff of the Center will be consulted with regard to both setup and operation of the mixing and amplification equipment. Such consultation shall extend to the modification of sound levels and Licensee agrees to modify sound levels if deemed necessary by the Center's sound staff. **Licensee shall make necessary and appropriate arrangements in the artist's contract with Licensee, if any, to prevent any contractual dispute between the artist and/or artist's agents or employees and the Center sound staff in exercising their discretion as provided in this subsection.**

9.4 *Conduct of Persons.* SUA reserves the right to remove from the Facilities any patron or personnel of Licensee whom SUA in its sole discretion deems unruly, objectionable or a potential threat to good public order. Neither SUA nor any of its offices, trustees, agents, or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise of the foregoing right.

9.5 *Condition of Facility at End of Term.* At the expiration of the Term, Licensee shall vacate the Facility leaving it in the same condition as existed on the commencement of the Term.

#### 10. **Services for Event.**

10.1 *Services Furnished by SUA.* In addition to the Facility and subject to the provisions of the Section hereof captioned "Limitation of Liability," SUA shall furnish to Licensee use of the backstage facilities adequately lighted, cleaned and in good order during the Term. SUA shall, in its sole discretion, determine the type and amount of other services required for the proper operation of the Facility in connection with the Event. Except where expressly permitted or required by this Agreement to be provided by Licensee, SUA shall provide such services to Licensee, subject to reimbursement therefor as provided in the Section hereof captioned "Expenses to be Paid by Licensee."

10.2 *Load-In.* SUA shall provide at Licensee's request and expense adequate crew to facilitate the load-in and operation of the Event in conjunction with crew provided by Licensee, including one (1) lighting control operator, one (1) sound operator, and two (2) stage crew members.

10.3 *Front of House.* SUA shall provide Front-of-House staffing for all performances of the Event during the Term. Staff to include a minimum of one (1) House Manager/Head Usher, eight (8) Ushers and (4) Hospitality crew. All Front-of-House staff shall arrive at the Facility not more than 1-1/2 hours prior to scheduled performance time(s), and shall remain throughout the performance and not more than 1/2 hour following the conclusion of the performance(s).

10.4 *Box Office.* Subject to the provisions of the Section captioned "Ticket/Accessibility", Licensee shall have the non-exclusive use of the box office facilities of SUA for the sale of all tickets for the Event, for the period commencing on the day, date and time of this Event and ending at one half-hour past curtain of the last performance of the Event. SUA reserves the concurrent use of the box office facilities for itself and its other licensees and their agents and employees for the sale of tickets for other attractions and for other purposes consistent therewith. The box office shall be staffed only with personnel employed by SUA; however, if Licensee is selling tickets, Licensee representative shall be available (either in person or via telephone) from two hours prior to each performance in the Event to one half hour past curtain.

10.5 *Crew.* Excluding load-in crew supplied by SUA pursuant to Section 10.2, Front of House staff and Box Office staff provided by SUA pursuant to Sections 10.2, 10.3 and 10.4, Licensee shall provide an adequate number of crew and/or stage hands or other support personnel required for the Event. Licensee shall have the sole responsibility to hire, train, and supervise such personnel. Personnel provided by Licensee, especially those who will have contact with the public, must be neat in appearance and orderly and polite in their speech and conduct. Licensee shall replace or dismiss any of such persons who do not meet with the approval of SUA immediately upon a request from the Manager.

10.6 **Scenery.** SUA shall have no obligation to provide to Licensee any scenery, costumes, properties, décor, special effects, actors, musicians, musical instruments, lighting and sound equipment (except as provided by SUA pursuant to Sections 9.2.1 and 9.2.2) management personnel, box office services (except as provided by SUA pursuant to Section 10.4), nor any other necessary object, item, or personnel required to mount the Event.

10.7 **Security.** SUA shall provide security in the manner and to the extent that is customary for SUA in the operation of the Center. It is the responsibility of Licensee to assess the sufficiency of the security customarily provided by SUA and, if Licensee deems prudent with respect to the content of, and artists participating in, the performance(s) being presented in the Event, to provide supplemental security for the Event at Licensee's expense ("Supplemental Security"). Notwithstanding the foregoing, upon SUA's request, Licensee shall, at its expense, provide additional security as required by SUA in its sole and absolute discretion, including security for the entire Center if deemed necessary by SUA ("Additional Security"). At SUA's election, SUA may provide such Additional Security, and, in such event, Licensee shall reimburse SUA for the reasonable cost thereof pursuant to the Section hereof captioned "Expenses to be Paid by Licensee." SUA does not make and at no time shall be deemed to have made any representation or warranty about, and is not under any obligation to evaluate, the nature or sufficiency for the Event of (i) the security customarily provided by SUA in the operation of the Center, (ii) the Supplemental Security, if any, provided by Licensee, or (iii) the Additional Security, if any, requested by SUA. In the event that SUA shall undertake any investigation of the security provided, or proposed to be provided, for the Event, the parties agree such investigation is for the sole purpose of SUA protecting its interests and not those of any other person. Nothing in this Section 10.6 shall relieve Licensee of its obligations under this Agreement including, but not limited to, the provisions of the Section hereof captioned "Indemnity," whether or not Licensee provides Supplemental Security and whether or not SUA requests Additional Security.

10.8 **Programs.** Licensee shall furnish to the Manager at least thirty (30) business days in advance of each scheduled performance a correct copy of the program Licensee desires to be distributed to patrons attending the performances of the Event. Within five (5) days of receipt of such draft program, SUA shall have the right in its sole discretion to (i) accept such program for distribution at the Center, (ii) accept the program for distribution with changes, or (iii) refuse to permit the distribution of the program at the Center. **Licensee shall not distribute any programs or other materials in or around the Center without prior written approval from the Center's Manager.**

10.9 **Radio Broadcasting, Televising And Recording.** Neither the SUA nor the Licensee may contract for, nor make arrangements for radio broadcasting, televising, filming, photographing, taping, sound recording, or other kinds of reproduction of whatever nature for any performance or event presented or held by Licensee under this Agreement, without the prior written consent of both the SUA and Licensee.

10.10 **Additional Services.** Additional services, equipment, premises or personnel may be provided as indicated on attached rider or amendment to this Agreement. Inclusion of such rider or amendment is subject to approval by all parties, and shall be subject to all provisions of this Agreement. **RIDER ATTACHED: \_\_\_\_\_ NO RIDER: XXX. Unless specifically provided for herein, or in an attached rider, SUA shall have no obligation to provide services of any kind to Licensee for the Event.**

11. **Expenses To Be Paid By Licensee.** When due, Licensee shall promptly pay to SUA the following costs and expenses whether or not the Event, or any performance(s) in the Event, are presented or canceled:

- (a) The wages of, or costs for, all stagehands, musicians, performers, and security personnel deemed necessary for the Event by Licensee or SUA not customarily provided by SUA for performances and specifically set forth in this Agreement;
- (b) All other expenses incurred by SUA directly or indirectly as a result of, or partially as a result of, the Event, except for those expenses and costs specifically set forth in this Agreement as the responsibility of SUA; and
- (c) The cost for certain additional items referenced in the Summary of Services and Charges.

11.1 SUA shall have no responsibility for compensation promised to artists or their agents, outside contractors, or other personnel contracted for by Licensee or Licensee's agent(s).

12. **Deposit.** SUA in its sole discretion shall have the right at any time prior to or during the Event to demand an additional deposit from Licensee in an amount equal to SUA's estimate of the cost of the expenses to be incurred by Licensee including, but not limited to, the "Expenses To Be Paid by Licensee" set forth in Section 12 below.

13. **Tickets.** No tickets will be sold or required for this event.

- 13.1 *House Seats.* SUA does not require House Seats for this event.
- 13.2 *Donor Reserved Seats.* SUA does not require Donor Reserved Seats for this event.
- 13.3 *Season Ticket Holders.* SUA does not require seats set aside for Season Ticket Holders.
- 13.4 *Custody of Ticket Proceeds.* Unless otherwise agreed in writing, the methods of sale and disposition of tickets, including ticket priorities, shall be under the exclusive control of Licensee. The price of tickets shall be determined by Licensee.
- 13.5 *ADA.* For each performance in the Center's Auditorium, the following seats shall be made available to patrons having disabilities rendering them unable to access seats in other areas of the hall: **SEE ATTACHED SEATING CHART.** The foregoing seats are hereafter referred to as "Accessible Seats." Accessible Seats shall be made available at all price levels. Licensee is aware that the Americans with Disabilities Act ("ADA") requires it to make its presentation(s) accessible to persons with disabilities. This law also requires that those directly responsible for the presentation of events provide such aids and assistance as may be necessary to allow accessibility to all persons, including those who may have visual, hearing, emotional, mental, or mobility disabilities. SUA requires all users of all or any portion of the Center to comply with such provisions specific to their use. Licensee agrees to comply with those provisions of the ADA applicable to its use of the Facility. Accessibility accommodation programs required to comply with standards established by SUA shall not relieve Licensee from any of the obligations, liabilities, assumptions, responsibilities or other contractual duties referred to in this Agreement, including its obligation to indemnify SUA, its officers, trustees, agents, and employees from any action which might be taken against SUA as a result of Licensee's failure to comply with the ADA. Licensee shall not be responsible for compliance with the ADA as it relates to the Center generally, but only as specifically related to Licensee's use.
14. **Settlement.** Following completion of each of the performances or presentations constituting the Event, Licensee shall pay to SUA any remaining balance for use of facilities as specified previously in this Agreement.
15. **Concessions And Solicitations.** Licensee shall neither sell nor distribute any information or thing, including programs, in or around the Center, including the Facility, without the prior written consent of SUA. Licensee shall not make any solicitations or request donations without the prior written consent of SUA. SUA reserves the right for itself and its support groups to sell merchandise and other items in the Center during the Event so long as such sales do not unreasonably interfere with the Event.
16. **Insurance.** Licensee will maintain during its operations in connection with this Agreement insurance from a carrier with Best's rating of A 7 or greater the following policies of insurance covering Licensee's operations in connection with this Agreement:
- (a) Workers' Compensation and Employers' Liability Insurance with limits of liability for the Employers' Liability component not less than \$1,000,000 per employee per accident for Licensee's employees, with a waiver of subrogation in favor of SUA.
  - (b) Commercial General Liability coverage, insuring bodily injury, personal injury and property damage arising out of all operations of Licensee and including SUA, its officers, trustees, agents, employees and affiliates as Additional Insureds. The limits of liability shall not be less than:
    - (i) \$1,000,000 each occurrence, covering bodily injury, personal injury, and property damage, including blanket contractual liability;
    - (ii) \$2,000,000 annual aggregate covering bodily injury, property damage, personal injury, including blanket contractual liability, and products and completed operations hazard;
  - (c) All Risk of Direct Physical Damage Property Insurance, such coverage must include the Center and include coverage for property of others in the care custody or control of Licensee.
  - (d) Commercial Automobile Liability for all Owned, Hired, or Non-Owned vehicles with a combined single limit of not less than \$1,000,000 and any other coverages as required by the state of California.
- 16.1 Licensee agrees to deliver to SUA certificates of insurance evidencing the insurance coverage specified above to SUA prior to Licensee's use of the Facility. Licensee will cause the insurer to provide SUA thirty (30) days written notice of cancellation for non-renewal, failure to renew, non-payment of insurance premium or material reduction. If Licensee

does not deliver insurance certificate(s), SUA's failure to ask Licensee specifically for the certificates shall in no way be construed as a waiver of Licensee's obligation to provide the insurance coverage specified in these paragraphs. The insurance certificate(s) Licensee delivers to SUA must state accurately that coverage is primary and not contributing, to any insurance held by SUA.

16.2 The obtaining of insurance or the furnishing of evidence of insurance by the Licensee as provided in this Section shall not in any way relieve the Licensee from any of the obligations, liabilities, assumptions, responsibilities or other contractual duties referred to in this Agreement, including its obligation to indemnify SUA, its officers, trustees, agents, and employees, regardless of whether insurance has been provided to cover same.

17. **Damage to Facility.** Licensee agrees to pay, on demand, for all damages or injury to the Facility or other parts of the Center caused by Licensee, its employees, agents, contractors or patrons and SUA may apply any deposit and Licensee's share of gross receipts toward the repair or replacement of such damages or injury, and SUA may withhold a reasonable portion of Licensee's share of gross receipts until the repair or replacement has been accomplished and paid for. Licensee shall remove all equipment or property placed in, and shall remove itself from, the Facility in sufficient time, as determined by SUA, so as not to interfere with the next rehearsal or performance. Should Licensee fail to vacate the Facility within the time determined by SUA, SUA may remove and store all such equipment or property at Licensee's expense and risk, and Licensee will pay, on demand, the cost thereof and the cost of any other loss or damage sustained by SUA by reason of Licensee's failure to timely vacate the Facility.

18. **Limitation of Liability.** SUA shall not be obligated or required to replace or repair any part of the Facility nor be liable to Licensee for any damage occurring by reason of any defect therein, or occasioned by any part thereof being or becoming out of repair or arising from curtailment of services, including utility services, for any reason, including so-called "rolling blackouts"; nor from any damages done or arising from activities of whatever kind or nature that may take place in the Center; nor any damages arising from any act or neglect of any occupants, licensees or patrons of the Center or of any owners or occupants of adjoining property; nor for any loss, theft, damage, injury or other casualty to the property or persons of Licensee. Neither SUA, its officers, trustees, agents or employees shall be liable for any indirect, special, incidental or consequential damages including, without limitation, loss of profit, loss of revenue, loss of use, or for punitive damages, arising out of or in relation to the performance of this Agreement whether or not such liability is claimed in contract, tort (including negligence and strict liability), warranty, or any other legal or equitable theory. Without limitation of the foregoing, the entire liability of SUA, its officers, trustees, agents and employees whether or not such liability is claimed in contract, tort (including negligence and strict liability), warranty, or any other legal or equitable theory, shall in no event exceed the amounts actually paid by Licensee pursuant to Section 7 of this Agreement.

19. **Indemnity and Hold Harmless.**

19.1 **Indemnity by Licensee.** Licensee shall indemnify, save and hold harmless SUA, its officers, trustees, agents, and employees (collectively the "indemnified parties"), from any liability, damages, or claims or expenses which in any manner arise from or relate to the Event, including attorneys fees, sustained or incurred by, or claimed against, the indemnified parties, whether or not such claim is meritorious, except to the extent caused by the intentional misconduct of the indemnified parties, and resulting from (i) the violation or infringement of any copyright, trademark, right of privacy, right of publicity, right in artistic works, or any other statutory or common law right of any person, firm or corporation; (ii) the violation of the Code of Good Practices of the National Association of Broadcasters if any performance is authorized under this Agreement to be broadcast by radio or television; (iii) the defamation of any firm, person, or corporation; (iv) any and all loss and/or damage to the Center caused in part or in whole by the Licensee and/or its patrons or guests; (v) any and all death, personal injury and property damage claims of patrons or other third parties; and (vi) all claims, losses and damages of any kind or nature arising from or in any way connected with the performances or Licensee's use of the Facility. Without limiting the generality of the above, Licensee's obligation to indemnify SUA as above provided shall specifically apply to Licensee's decision to proceed with a performance despite a "rolling blackout" or other curtailment of utility service and any liability or damages or claims against SUA as a result thereof or expenses of SUA incurred as a result thereof.

19.2 **Defense by Licensee.** Licensee further agrees to assume, at its own expense, the indemnified party's defense by counsel selected by the indemnified party and reasonably acceptable to Licensee of any of the aforesaid losses, damages or claims or of any actions based thereon. SUA shall advise Licensee of the counsel the indemnified party proposes to select. If Licensee objects to such selection, the parties shall meet and negotiate in good faith to resolve the dispute. Notwithstanding the foregoing, if Licensee's insurance company undertakes such defense, such insurance company may select counsel to defend the indemnified party so long as such defense is undertaken unconditionally without a reservation of any rights by the insurance company.

19.3 **Indemnity by SUA.** SUA shall indemnify, defend, save and hold harmless Licensee, its officers, directors, trustees, agents and employees from any liability, damages, or claims or expenses to the extent caused by the sole active negligence, willful misconduct or intentional misconduct of SUA, its agents or employees.

19.4 **Survival.** The obligations of this Section 19 shall survive the termination or expiration of this Agreement and the termination of the license granted hereby.

20. **Right of Entry.** Notwithstanding any other provision of this Agreement, SUA reserves free access, without adjustments of any payment obligation of Licensee, to all parts of the Facility and shall have the right, at any and all times, to alter, repair, or add to any part of the Facility and its facilities, and Licensee shall not claim or be allowed or be paid any damages for any injury or inconvenience occasioned thereby. Notwithstanding, SUA agrees not to engage in any activity during Licensee's performances which would materially interfere with such performances.

21. **Termination.** SUA reserves the right to terminate this Agreement and revoke the license granted hereby upon written notice to Licensee whenever in its judgment the Event, or a performance, rehearsal or presentation contemplated hereby, may pose a danger to the Center or to persons in or around the Center, whereupon Licensee will not be obligated under Section 7 or Section 11 hereof but otherwise shall remain obligated under all provisions of this Agreement. SUA shall give Licensee as much advance notice of such termination as is reasonably possible under the circumstances.

22. **Default And Remedies.**

22.1 **SUA's Remedies.** Should Licensee breach any of the terms or conditions of this Agreement, SUA may, in addition to any and all rights and remedies of SUA under this Agreement or under law, at SUA's election and without notice or process of law (i) revoke the license granted hereby, take exclusive possession of the Facility, and remove all persons therefrom, (ii) remove all equipment or property placed in the Center by Licensee, (iii) apply all or part of any deposit made by Licensee to losses and expenses sustained by SUA which arise from the default, and (iv) incur for the account of Licensee all expenses necessary to undertake the foregoing remedies including, without limitation, storing equipment removed from the Center; furthermore, Licensee hereby waives any right and/or claim for damages that may be caused by the activities of SUA in exercising the foregoing remedies. No action taken or failure to act by SUA under this Agreement shall be considered to be a waiver by SUA of any right it may have under this Agreement or as it otherwise may have nor shall it in any other way excuse, terminate, or impair any duty, obligation or liability owed by Licensee to SUA or prevent SUA from recovering damages from Licensee. SUA's waiver of, or delay in enforcing any right or remedy in the event of a default, or breach of contract including a failure to revoke the license shall not impair any rights or remedies on any subsequent default or breach. Any waiver by SUA to be effective must be contained in a writing signed by SUA. Under no circumstances shall delay in revoking the license be deemed a waiver of the right to do so.

22.2 **Licensee's Remedies.** Should SUA violate any of the terms or conditions of this Agreement, Licensee may, in addition to any and all rights and remedies of Licensee under this Agreement and under law, at Licensee's election and without notice or process of law, terminate this Agreement (except for the provisions of this Agreement that expressly survive termination, which shall remain in effect). A final settlement under Section 14 above shall be made at that time unless all settlements have been previously made. In the event of such termination, SUA shall return any unearned portion of any deposit paid by Licensee to SUA pursuant to Section 12 of this Agreement. For purposes of determining the unearned portion, such deposit shall be equitably allocated among the rehearsals and performances set forth in Section 5 of this Agreement. No action taken or failure to act by Licensee under this Agreement shall be considered to be a waiver by Licensee of any right it may have under this Agreement or as it otherwise may have nor shall it in any other way excuse, terminate, or impair any duty, obligation or liability owed by SUA to Licensee or prevent Licensee from recovering damages from SUA. Licensee's waiver of, or delay in enforcing any right or remedy in the event of a default, or breach of contract including a failure to terminate the license shall not impair any rights or remedies on any subsequent default or breach. Any waiver by Licensee to be effective must be contained in a writing signed by Licensee. Under no circumstances shall delay in terminating the license be deemed a waiver of the right to do so.

22.3 **Attorneys' Fees.** In case any suit, action or proceeding shall be brought or taken to enforce any right, exercise any remedy or is otherwise brought or taken under this Agreement, the prevailing party shall be entitled to recover, and there shall be allowed to be included in any judgment, reimbursement for reasonable costs, expenses, outlays and attorneys' fees.

22.4 **Force Majeure.** Should any matter or condition beyond the reasonable control of either party, financial inability excepted, such as, but not limited to war, terrorist act, public emergency, calamity, strike, labor disturbance, fire, interruption of transportation services, interruption of utility service (including "rolling blackouts"), casualty, physical disability, illness, earthquake, flood, act of God, or other disturbance or any governmental restriction ("force majeure"), prevent performance by a party to this Agreement then the following provisions shall pertain:

- (a) If such force majeure shall prevent performance by SUA, Licensee or by both SUA and Licensee:
  - (1) Licensee's payment obligation arising under Section 7 hereof shall be suspended or excused to the extent commensurate with such force majeure but Licensee shall continue to be obligated to perform all of

its other obligations under this Agreement; (2) SUA's obligations under this Agreement shall be suspended or excused to the extent commensurate with such force majeure; and (3) neither SUA nor Licensee shall be obligated to the other party for any losses or costs sustained or incurred by the other party as a result of such force majeure;

(b) In the event of such force majeure, the term of this Agreement shall not be extended and SUA shall not be obligated to license the Facility to Licensee for use during any other period in substitution for the period, if any, when the Event at the Facility is prevented by force majeure; and

(c) In the event of a "rolling blackout" or other interruption of utility service, the decision to delay or cancel a performance, rehearsal or event, as applicable, shall be made by Licensee.

If SUA does not for any reason agree to proposals of a labor union relating to employment at the Center, and such failure to reach an agreement prevents performance by SUA of its obligations under this Agreement or materially interferes with the Event, such event shall be deemed to constitute force majeure.

**22.5 Cumulative Remedies.** All of the rights and remedies of SUA and Licensee under this Agreement are distinct, separate and cumulative, and mention or reference to any one or more of them shall not be deemed to be an exclusion or waiver of any other rights or remedies which either party may have, whether by present or future law, and both parties shall have to the fullest extent permitted by law the right to enforce any provision of this Agreement.

**23. Tax Withholding.** SUA may withhold from the settlement such sums as SUA may in good faith determine should be withheld under the Internal Revenue Code and under other laws without liability to Licensee as a result thereof. SUA shall be deemed to be acting in good faith if it acts on the advice of its professional advisors. Notwithstanding the foregoing, Licensee shall withhold all taxes required to be withheld under the Internal Revenue Code and under other laws, including taxes on non-resident aliens and foreign corporations. Licensee shall save and hold harmless SUA from any and all claims and expenses relating to tax withholding requirements, including reasonable attorneys' fees, which arise or are incurred as a result of the Event.

**24. Late Charges And Interest.** Licensee hereby acknowledges that late payment by Licensee to SUA of any sums due hereunder will cause SUA to incur costs not contemplated by this Agreement, the exact amount of which is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, any payment of any sum to be paid by Licensee not paid within five (5) days of its due date shall be subject to a five percent (5%) late charge. SUA and Licensee agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to SUA for its loss suffered by such late payment by Licensee. Any sum to be paid by Licensee or SUA pursuant to this Agreement not paid when due shall bear interest from and after the due date until paid at a rate equal to one percent (1%) over the prime rate being charged by Wells Fargo Bank, N.A. from time to time during such period so long as the rate does not exceed the maximum rate permitted by law in which case interest shall be at the maximum rate permitted by law at the time the sum became due.

**25. General Provisions.**

**25.1 Notice.** Any notice which the parties may desire or may be required under this Agreement shall be deemed sufficiently given if in writing and personally delivered or sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to the addressee at the mailing addresses specified on the first page of this Agreement. Either party may designate by written notice to the other party additional addressees or different addresses for notices. The time of the delivery of such notice shall be deemed to be the time when the same is so mailed or personally delivered.

**25.2 Headings.** The headings throughout this Agreement are for reference only.

**25.3 Invalidity.** If any provision of this Agreement or its application to any person or in any circumstances shall be invalid or unenforceable, the other provisions of this Agreement shall not be affected by such invalidity or unenforceability.

**25.4 Time.** Time is of the essence of each and every provision of this Agreement.

**25.5 Assignment.** Licensee shall not transfer, assign, hypothecate, encumber or in any other way transfer this Agreement or any right or interest herein, whether voluntary or by operation of law, or allow others to use the Facility, without in each case obtaining the prior written consent of SUA which SUA may withhold in its sole and absolute discretion. If all or substantially all of Licensee's assets are placed in the hands of a receiver or trustee or should Licensee make an assignment for the benefit of creditors or be adjudicated a bankrupt, or should Licensee institute any proceedings under any law relating to

the subject of bankruptcy, liquidation or reorganization, or should any involuntary proceedings be filed against Licensee under any such laws, then this Agreement shall not become an asset in any of such proceedings, Licensee shall be in default under this Agreement and SUA shall have the right to revoke the license granted hereby. In the event Licensee's interest in this Agreement shall for any other reason become vested by operation of law in any person other than the Licensee (including, without limitation, the vesting of any individual Licensee's interest in this Agreement in another by reason of death of such Licensee), Licensee shall be in default under this Agreement and SUA shall have the right to revoke the license granted hereby. While this Agreement grants a license to use the Facility, Licensee agrees and acknowledges that SUA has a material interest in the quality of the performances to be rendered by Licensee or other events, as applicable, and that, therefore, this Agreement is similar to a personal services contract. Licensee further acknowledges and agrees that, therefore, it is reasonable that this Agreement and the rights hereunder not be assigned, hypothecated, or in any way transferred by Licensee without SUA's consent as above provided. Licensee further acknowledges and agrees that but for this provision limiting Licensee's rights to assign or transfer, SUA would not have entered into this Agreement.

25.6 *No Unwritten Representations.* No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this statement of agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

25.7 *Relationship Of The Parties.* The relationship of the parties hereto is that of licensor and licensee and this Agreement does not create any joint venture or partnership between the parties. Neither party shall incur, without the prior written consent of the other party, any indebtedness or liability of any kind or nature in the name of the other party.

25.8 *Construction Of This Contract.* Any provision of this Agreement to the contrary notwithstanding, it is the intention of the parties that legal title to the Facility shall remain vested in the SUA, that no fee, tenancy or other interest of Licensee in real property shall be created by this Agreement, that such contract rights as are given to Licensee by this Agreement shall not be construed to imply any authority, privilege, or right to operate or engage in any business or activity other than as provided by this Agreement, and that no portion of the facilities licensed to Licensee for its use is leased to Licensee.

25.9 *Amendments.* This Agreement shall not be changed, modified, or varied except by a written instrument signed by all parties hereto.

25.10 *Patrons.* The term "patrons" shall include all persons who are not employees of SUA or Licensee and who are present in the Center and/or the Facility partially or wholly for the purpose of purchasing tickets for the Event, if applicable, and/or of attending the Event.

25.11 *Governing Law; Venue.* This Agreement shall be construed under the laws of the State of California. SUA and Licensee agree that any dispute arising out of this Agreement shall be brought in the United States District Court for the Central District of California or for the Southern District of California and, if jurisdiction does not lie, in the Superior Court for the County of Orange, and by execution and delivery of this Agreement, each of the parties hereby (i) accepts the jurisdiction of the foregoing courts as exclusive, (ii) irrevocably agrees to be bound by any final judgment (subject to any appeal) of any such court with respect thereto, and (iii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement at Aliso Viejo, California as of the date first set forth above.

SOKA UNIVERSITY OF AMERICA,  
a California nonprofit public benefit corporation

By \_\_\_\_\_  
Renee Bodie

SOKA PERFORMING ARTS CENTER  
SOKA UNIVERSITY OF AMERICA  
1 UNIVERSITY DRIVE  
ALISO VIEJO, CA 92656

(949) 480-4821 Fax: (949) 480-4177  
rbodie@soka.edu

Capistrano Unified School District

  
\_\_\_\_\_  
Ryan K. Burris Date 11/16/2018

33122 VALLE ROAD  
SAN JUAN CAPISTRANO, CA 92675

949.234.9427  
EMAIL: RKBURRIS@CAPOUSD.ORG

Please also send correspondence to  
Natalie Engelson - 949-234-9369  
naengelson@capousd.org



Soka Performing Arts Center  
INVOICE and VALUE OF SERVICES  
for:  
CapoUSD Teacher of the Year Awards  
Thursday, March 28, 2019

FEES	UNIT COST	QUAN.	UNIT	EXTENSION	YOUR COST	SAVINGS
Facility Rental - Concert Hall	\$7,500.00	1	day	\$7,500.00	\$5,000.00	\$2,500.00
Overtime Rental Hour - Concert Hall	\$950.00		hour	\$0.00		\$0.00
Concert Hall Reconfiguration	\$600.00		each	\$0.00		\$0.00
Follow Spot & Operator	\$250.00		each	\$0.00		\$0.00
Facility Rental - Black Box Theatre	\$3,000.00		day	\$0.00		\$0.00
Overtime Rental Hour - Black Box Theatre	\$375.00		hour	\$0.00		\$0.00
Lighting Design/Programming	\$750.00		each	\$0.00		\$0.00
Additional Lighting - Market Rental Cost	\$0.00		each	\$0.00		\$0.00
Additional Sound - Market Rental Cost	\$0.00		each	\$0.00		\$0.00
Piano Deposit	\$500.00		each	\$0.00		\$0.00
Piano Tuning	\$225.00		each	\$0.00		\$0.00
Catering - Market Cost	\$0.00		each	\$0.00		\$0.00
Security - Market Cost	\$0.00		each	\$0.00		\$0.00
Video - Full Service	\$2,500.00		each	\$0.00		\$0.00
Video - 2-Camera	\$1,500.00		each	\$0.00		\$0.00
Video - 1-Camera	\$500.00		each	\$0.00		\$0.00
<b>TOTALS</b>				<b>\$7,500.00</b>	<b>\$5,000.00</b>	<b>\$2,500.00</b>

Amount Paid: \$0.00

**TOTAL DUE - Please make checks payable to: SOKA UNIVERSITY OF AMERICA: \$5,000.00**

**Definitions:**

**FACILITY RENTAL DAY** = One Eight (8) hour performance time period from artist & equipment arrival to artist & equipment departure.

**OVERTIME RENTAL HOUR** = Each hour used by the sponsor beyond the Facility Rental Day.

**RECONFIGURATION** = A change to the standard stage configuration of the facility. Various configurations are possible. See the General Manager for complete details.

**FOLLOW SPOT & OPERATOR** = Use by sponsor of Follow Spot equipment, and cost to hire qualified operational personnel.

**LIGHTING DESIGN/PROGRAMMING** = Specialized production lighting design or programming service provided by the Soka Performing Arts Center Staff or its designated designer/programmer.

**ADDITIONAL LIGHTING** = Lighting instruments and accessories used beyond the quantity of instruments normally required to achieve full stage, general white light illumination. Cost determined by actual rental costs for additional equipment, transportation and fees.

**ADDITIONAL SOUND** = Additional sound equipment or personnel required beyond simple Public Address style sound amplification and reinforcement. This function is normally sub-contracted to a professional sound contractor used or approved by Soka Performing Arts Center Staff.

**PIANO DEPOSIT** = User damage deposit. Refundable at the determination by facility staff that no damage has occurred.

**TUNING CHARGE** = Standard Piano Tuning charge by facility designated tuner. THIS CHARGE MAY VARY DEPENDING ON DAY AND TIME THAT SERVICE IS NEEDED, AND UPON ADVANCE NOTICE CONSIDERATIONS.

**SECURITY** = Special security personnel required for protection, crowd control, or other purposes as deemed appropriate by the sponsor and/or Soka Performing Arts Center Staff. This service is normally sub-contracted to the University Security Department who provide skilled personnel for this purpose.

**CATERING** = Any catering charges incurred by the Sponsor from Bon Appetite Catering Services which are billed via the Soka Performing Arts Center.




## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>State Farm</b>	<b>LAURA HAHAMIAN, AGENT</b> 23792 ROCKFIELD BLVD STE 220 LAKE FOREST, CA 92630	<b>CONTACT NAME:</b> LAURA HAHAMIAN <b>PHONE (A/C, No, Ext):</b> 949-600-9670 <b>E-MAIL ADDRESS:</b> LAURA@YOURSFAGENT.NET <b>FAX (A/C, No):</b> 949-600-9674
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm General Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> <b>CAPISTRANO UNIFIED EDUCATION ASSOCIATION</b> 27422 ALISO CREEK RD, STE 100 ALISO VIEJO, CA 92656		<b>NAIC #</b> 25151

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			92-CL-J847-6	02/13/2018	02/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CUSD TEACHER OF THE YEAR CELEBRATION MARCH 29, 2018  
CMP-4101 BUSN COVG FORM FE-6999.2 TERRORISM NOTE  
CMP-4722 BUS UNITOWNER CMP-4721 EXCL P&AI  
FD-6007 IM ATTACH DEC FE-8739 IM CONDITIONS  
FE-8745 IM COMP PROP CMP-4764 EXCL RIOT STRK  
FE-1313 LNDR LOSS PAY FE-6271 AMENDATORY END

**CERTIFICATE HOLDER****CANCELLATION**

<b>SOKA PERFORMING ARTS CENTER</b> <b>SOKA UNIVERSITY OF AMERICA</b> 1 UNIVERSITY DRIVE ALISO VIEJO CA 92656	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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ACORD 25 (2016/03)

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**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: April 25, 2019

Board Item: Resolution No. 1819-41, Reduction or Elimination of Certain Classified Services

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**HISTORY**

Education Code §§ 45114, 45117, 45298, 45308 requires action from the Board of Trustees when the District has determined that classified service must be eliminated because of a lack of work or lack of funds. All classified employees potentially impacted by the elimination or reduction of service will receive notice of the Board's action immediately after the Board action is taken.

**BACKGROUND INFORMATION**

Staff has worked to create business efficiencies across the District to streamline and maximize the service to students and staff. This includes considering all known attrition that has occurred to date. District and school site leaders have worked together to identify ways to streamline services while maintaining high levels of student support and customer services to the community.

In order to meet timelines and accurately plan for the 2019-2020 school year, staff has work with legal counsel to accurately identify the particular kinds of service to be reduced or eliminated. Subsequent to the action taken by the Board of Trustees all relevant notifications will be delivered to impacted staff.

**CURRENT CONSIDERATIONS**

For the 2019-2020 school year, the following Certain Classified Services are recommended. Please see the supporting exhibit.

**FINANCIAL IMPLICATIONS**

The intent of this recommendation is to realize overall cost savings to the District based on the reduction or elimination of particular kinds of classified services.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve Resolution No. 1819-41, Reduction or Elimination of Certain Classified Services.

**PREPARED BY:** Tim Brooks, Associate Superintendent, Human Resource Services

# EXHIBIT A

<b>Position Elimination/Classified Management and Classified Non-Management</b>	<b>Number of Full Time Equivalents</b>	<b>Total Number of Positions Eliminated</b>	<b>Total Number of Eliminated Positions Currently Vacant</b>
Account Clerk III	1.0	1	1
Attendance Clerk	.4375	1	1
Bilingual Clerk	.8750	2	0
Bilingual Community Services Liaison	2.6875	6	6
Bilingual Instructional Assistant	.4375	1	1
Elementary Library Media Technician	.8750	2	2
Executive Director I, Construction	1.0	1	0
Food Service Elementary Cashier	4.6875	13	18
Food Service Worker	20.1245	52	68
Independence Facilitator-Special Education	19.0615	29	55
Instructional Assistant	1.75	4	8
Instructional Assistant-Computer Lab	.4375	1	1
Instructional Assistant-Preschool	.2625	1	15
Instructional Assistant-Science	1.3125	3	3
Instructional Assistant-Special Education	4.3750	10	17
Lead Food Service Worker I	3.25	4	4
Lead Food Service Worker II	2.75	3	3
Licensed Vocational Nurse	14.75	14	16
Literacy Intervention Assistant	1.3125	3	3
School Secretary I	3.0	3	1
Senior Staff Secretary	1.0	1	1
Supervisor, Maintenance Trades	1.0	1	0
<b>TOTAL FTE</b>	<b>86.386</b>	<b>156</b>	<b>224</b>

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1819-41, REDUCTION OR ELIMINATION OF CERTAIN  
CLASSIFIED SERVICES**

(Education Code §§ 45114, 45117, 45298, and 45308)

**WHEREAS**, the District has determined to engage in a bona fide elimination of a service being performed by a classified employee in a specific department because of a lack of work and/or lack of funds; and

**WHEREAS**, §§ 45114, 45117, 45298, and 45308 of the Education Code require action by the Board of Trustees in order to reduce or terminate services and permit the layoff of classified employees and;

**WHEREAS**, the Superintendent of the Capistrano Unified School District has recommended to the Board of Trustees that bona fide elimination of the service occur no later than the beginning of the 2019-2020 school year; and

**WHEREAS**, the Board of Trustees has determined that a reduction or elimination of particular kinds of services is needed no later than the beginning of the 2019-2020 school year; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Capistrano Unified School District:

1. That all of the foregoing recitals are true and correct.
2. That the Board of Trustees determines to reduce or eliminate positions set forth in Exhibit A, attached hereto, because of the lack of work and/or lack of funds.
3. That because of the elimination of these positions, it is necessary to layoff classified employees effective at the end of the 2019-2020 school year.
4. The Superintendent is hereby authorized and directed to carry forth layoff processes resulting from the elimination of the position ordered hereinabove, including notifying any affected employees of their rights, including displacement rights, if any, and reemployment rights. Where an employee displaces an employee holding a position in another class, the Superintendent is hereby authorized and directed to carry forth layoff processes resulting therefrom and to serve layoff notices to employees affected thereby.

The foregoing Resolution was **PASSED** and **ADOPTED** by the Capistrano Unified School District Board of Trustees on the twenty-fifth day of April 25, 2019 by the following vote:

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NOES: \_\_\_\_\_  
\_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
President, Board of Trustees  
Capistrano Unified School District  
County of Orange, State of California

STATE OF CALIFORNIA    ]  
                                      ]  
COUNTY OF ORANGE    ]

I, Patricia Holloway, Clerk of the Board of Trustees of the Capistrano Unified School District of San Juan Capistrano, California, hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of said Board.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Clerk of the Board of Trustees  
Capistrano Unified School District  
County of Orange, State of California

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: April 25, 2019

Board Item: Resignations/Retirements/Employment – Certificated Employees

---

**HISTORY**

The activity list for employment, separation and additional assignments of certificated employees is a standing item that is presented during each regularly scheduled Board of Trustees meeting.

**BACKGROUND INFORMATION**

In accordance with California Education Code §§ 44830(a), 45102, 44930, 45201 and 45190, employment actions or processes that affect an employee's status or pay during their employment must be approved by the Board of Trustees.

Certificated activity lists may include a variety of "Additional Assignments." These may be instructional assignments outside an employee's normal instructional duties, such as teaching summer school or providing home/hospital instruction, or they may be non-instructional assignments such as professional development. Hourly pay for teachers is \$35 per hour for additional instructional assignments or \$30 per hour for non-instructional assignments. Other certificated employees may have different pay rates or per diem rates. After the assignment is completed, the Payroll Department will receive an employee timesheet, signed by a supervisor, showing the time worked on the assignment. The Payroll Department will determine whether the hours worked were approved and will pay the employee for the hours worked, up to the approved amount. If the employee works fewer than the approved number of hours, he or she is paid only for the number of hours worked. If the assignment cannot be completed within the approved number of hours, a new request must be submitted for the estimated amount of work remaining.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the activity list for certificated employees.

**FINANCIAL IMPLICATIONS**

These positions will be charged to the appropriate fund and are included in the adopted budget.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the activity list for certificated employees.



**APPROVED BY:** Tim Brooks, Associate Superintendent, Human Resource Services

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
Certificated Employees

**ACCEPT RESIGNATION/TERMINATION**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Agosto, Stacy M.	Sub Teacher	Term-Not Discipline Related	12/19/2016	03/06/2019
2. Arrazola, Amanda M.	Sub Teacher	Term-Not Discipline Related	05/08/2018	03/06/2019
3. Auerbach, Jonathan R.	Sub Teacher	Term-Not Discipline Related	02/01/2018	03/06/2019
4. Burris, Hillary R.	Teacher	Voluntary Resignation	08/20/2015	06/08/2019
5. Cabral, Carol L.	Psychologist	Voluntary Resignation	08/26/2015	03/08/2019
6. Caldwell, Elisabeth R.	Sub Teacher	Term-Not Discipline Related	09/05/2018	03/06/2019
7. Casperson, Kathryn E.	Sub Teacher	Term-Not Discipline Related	10/30/2018	03/06/2019
8. Cheema, Rajwant K.	Sub Teacher	Term-Not Discipline Related	09/27/2017	03/06/2019
9. Chormann, Christina M.	Sub Teacher	Term-Not Discipline Related	10/31/2017	03/06/2019
10. Christiansen, Lauren E.	Sub Teacher	Term-Not Discipline Related	01/11/2018	03/08/2019
11. Clausing, Sarah J.	Sub Teacher	Term-Not Discipline Related	09/26/2018	03/08/2019
12. Daugherty, Jennifer L.	Sub Teacher	Term-Not Discipline Related	03/27/2018	03/08/2019
13. Delanty, Lisa R.	Sub Teacher	Voluntary Resignation	08/22/2018	02/26/2019
14. Dolensky, Alane L.	Sub Teacher	Term-Not Discipline Related	02/27/2018	03/07/2019
15. Donohue, Steven J.	Sub Teacher	Term-Not Discipline Related	02/11/2016	03/08/2019
16. Draves, April D.	Sub Teacher	Term-Not Discipline Related	10/24/2018	03/08/2019
17. Drumm, Christina	Sub Teacher	Term-Not Discipline Related	10/24/2017	03/08/2019
18. Dygean, Carol M.	Sub Psychologist	Voluntary Resignation	01/01/2019	03/08/2019
19. Elwell, Alice L.	Sub Teacher	Term-Not Discipline Related	10/26/2017	03/08/2019
20. Evans, Ashley L.	Sub Teacher	Term-Not Discipline Related	03/27/2018	03/08/2019
21. Flaherty, Yvette M.	Sub Teacher	Term-Not Discipline Related	01/28/2016	03/08/2019
22. Fondren, Sandy C.	Sub Teacher	Term-Not Discipline Related	05/12/2016	03/08/2019
23. Freeman, Brent N.	Sub Teacher	Term-Not Discipline Related	01/12/2018	03/08/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
Certificated Employees

**ACCEPT RESIGNATION/TERMINATION (Cont.)**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
24. Garrett, Ashley R.	Sub Teacher	Term-Not Discipline Related	02/09/2018	03/08/2019
25. Gattis, Marissa J.	Sub Teacher	Term-Not Discipline Related	02/07/2018	03/08/2019
26. Goodale, Kelley C.	Sub Teacher	Term-Not Discipline Related	09/05/2018	03/08/2019
27. Hadley, Jamie E.	Sub Teacher	Term-Not Discipline Related	09/05/2018	03/08/2019
28. Haslinger, Lauren E.	Sub Teacher	Term-Not Discipline Related	05/10/2017	03/08/2019
29. Horton, Rachael H.	Teacher-Special Ed	Voluntary Resignation	02/29/2016	02/22/2019
30. Javier, Madeline E.	Sub Teacher	Term-Not Discipline Related	10/27/2016	03/01/2019
31. Jenner, Angela L.	Sub Teacher	Term-Not Discipline Related	08/24/2016	03/08/2019
32. Johnson, Susan J.	Sub Teacher	Term-Not Discipline Related	04/11/2018	03/08/2019
33. Jones, Robert A.	Sub Teacher	Term-Not Discipline Related	11/15/2017	03/08/2019
34. Khoshrou, Mahboubeh	Sub Teacher	Term-Not Discipline Related	03/29/2018	03/08/2019
35. Koba, Rosalia	Counselor	Retirement	10/10/1995	06/11/2019
36. Levander, Christopher S.	Sub Teacher	Term-Not Discipline Related	04/22/2016	03/08/2019
37. Lockett, Mackenzie A.	Sub Teacher	Term-Not Discipline Related	02/07/2018	03/08/2019
38. Manich Cea, Sandra L.	Sub Teacher	Term-Not Discipline Related	04/19/2018	03/08/2019
39. Mauro, Douglas R.	Sub Teacher	Term-Not Discipline Related	12/22/2016	03/08/2019
40. McKernan, Cherie L.	Sub Teacher	Term-Not Discipline Related	08/29/2016	03/08/2019
41. Moos, Gina M.	Sub Teacher	Term-Not Discipline Related	10/09/2017	03/08/2019
42. Moukawsher, Lisa M.	Sub Teacher	Term-Not Discipline Related	11/19/2015	03/08/2019
43. Mun, Annie E.	Sub Teacher	Term-Not Discipline Related	01/29/2018	03/08/2019
44. Muther, Forest N.	Sub Teacher	Term-Not Discipline Related	10/23/2018	03/08/2019
45. Nailon, Krista B.	Sub Teacher	Term-Not Discipline Related	02/27/2018	03/08/2019
46. Naylor, Pamela A.	Sub Teacher	Term-Not Discipline Related	02/09/2010	03/08/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
Certificated Employees

**ACCEPT RESIGNATION/TERMINATION (Cont.)**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
47. Pelzer, Kathy J.	Counselor	Retirement	04/13/2015	06/11/2019
48. Quinn, Kerry A.	Sub Teacher	Term-Not Discipline Related	10/27/2016	03/08/2019
49. Reynolds, Pamela D.	Teacher Resource Specialist	Retirement	08/29/1997	06/07/2019
50. Rowe, Mackenzie H.	Sub Teacher	Term-Not Discipline Related	04/11/2018	03/08/2019
51. Schiefelbine, Sarah	Sub Teacher	Term-Not Discipline Related	01/15/2015	03/08/2019
52. Sech, Delphi L.	Sub Teacher	Term-Not Discipline Related	02/01/2018	03/08/2019
53. Serafini, Kay E.	Sub Teacher	Voluntary Resignation	10/03/2018	03/01/2019
54. Sheldon, Robert B.	Sub Teacher	Term-Not Discipline Related	08/21/2017	03/08/2019
55. Smith, Darrin E.	Sub Teacher	Term-Not Discipline Related	10/12/2017	03/01/2019
56. Smith, Stephanie T.	Sub Teacher	Term-Not Discipline Related	03/01/2018	03/08/2019
57. Solarczyk-Riyhani, Evelyn K.	Teacher Special Ed (Non Cat)	Voluntary Resignation	08/15/2018	03/08/2019
58. Swanson, Isaac S.	Sub Teacher	Term-Not Discipline Related	10/10/2017	03/08/2019
59. Tamietti, Cathleen L.	Sub Teacher	Term-Not Discipline Related	12/21/2017	03/08/2019
60. Troemel Junior, Ernest A.	Sub Teacher	Term-Not Discipline Related	10/05/2011	03/08/2019
61. Trout, Jeffery L.	Sub Teacher	Term-Not Discipline Related	02/02/2017	03/08/2019
62. Tufte, Carol S.	Sub Teacher	Term-Not Discipline Related	01/30/2017	03/01/2019
63. Tyus, Ashley A.	Sub Teacher	Term-Not Discipline Related	01/29/2018	03/08/2019
64. Wagner, Matthew	Sub Teacher	Term-Not Discipline Related	10/01/2018	03/01/2019
65. Williams, Lisa L.	Sub Teacher	Term-Not Discipline Related	10/26/2016	03/08/2019
66. Woebken, Ralf H.	Sub Teacher	Term-Not Discipline Related	03/04/2011	03/08/2019
67. Wong, Brent T.	Sub Teacher	Term-Not Discipline Related	01/14/2016	03/08/2019
68. Zindroski, Jamie	Sub Teacher	Term-Not Discipline Related	07/01/2016	03/08/2019

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**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position- 1<sup>ST</sup> Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
69. Le, Van Kim	Teacher Middle School	\$58,922	C - 01	03/04/2019
70. Newton-Neal, Tommy	Teacher Elementary	\$26,722	A - 01	03/18/2019
<u>Name</u>	<u>Rehire- Tenured Employee</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
71. Snyder, Sarah	Teacher Special Education	\$65,327	C - 04	02/19/2019- 06/30/2019

**APPROVE HOME/HOSPITAL TEACHER**

Pay @ \$35.00 per hour

- 72. Aguirre-Perez, Karla G.
- 73. Buckman, Jennifer A.
- 74. Hernandez, Reagan K.
- 75. Yousuf, Evelyn M.

**APPROVE SUBSTITUTE**

<u>Name</u>	<u>Position</u>	<u>Daily Rate of Pay</u>	<u>Effective Date</u>
76. Bates, Kelsey A.	Sub Teacher	\$105.00	02/20/2019
77. Bell, Gabriella M.	Sub Teacher	\$105.00	02/22/2019
78. Bellante, Richard A.	Sub Administrator	\$550.00	01/01/2019
79. Berezin, Steven B.	Sub Teacher	\$105.00	02/22/2019
80. Betts, Lindsey N.	Sub Teacher	\$105.00	03/05/2019
81. Carney, Kaitlin E.	Sub Teacher	\$105.00	02/20/2019
82. Carranza, Michelle D.	Sub Teacher	\$105.00	03/04/2019
83. Carter, Cynthia	Sub Teacher	\$105.00	02/26/2019
84. Chapman, Sarah M.	Sub Teacher	\$105.00	03/05/2019
85. Costa, Jessica A.	Sub Teacher	\$105.00	02/22/2019
86. Cotton, Charles L.	Sub Teacher	\$105.00	02/22/2019
87. Cox, Jessica K.	Sub Teacher	\$105.00	03/12/2019
88. Derleth, Nicole C.	Sub Speech Pathologist	\$400.00	02/14/2019
89. Dragomanovich, Delaney C.	Sub Teacher	\$105.00	02/22/2019
90. Dygean, Carol M.	Sub Psychologist	\$275.00	01/01/2019
91. Elder, Justin R.	Sub Teacher	\$105.00	02/28/2019
92. Eslick, Rachelle M.	Sub Teacher	\$105.00	02/28/2019
93. Evans, Carol J.	Sub Teacher	\$105.00	03/01/2019
94. Flynn, Rachel M.	Sub Teacher	\$105.00	02/22/2019

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**APPROVE SUBSTITUTE (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Daily Rate of Pay</u>	<u>Effective Date</u>
95. Fogel, Marianne	Sub Teacher	\$105.00	02/21/2019
96. Ford, Debby	Sub Teacher	\$105.00	02/11/2019
97. Frenn, Chanel M.	Sub Teacher	\$105.00	02/20/2019
98. Gibson, Darren D.	Sub Teacher	\$105.00	03/12/2019
99. Gibson, Kori R.	Sub Teacher	\$105.00	02/22/2019
100. Goodman, Madison T.	Sub Teacher	\$105.00	02/20/2019
101. Goodwyn, Emily E.	Sub Teacher	\$105.00	02/27/2019
102. Greenspan, Paisley F.	Sub Teacher	\$105.00	02/28/2019
103. Hampton, Bradley A.	Sub Teacher	\$105.00	02/28/2019
104. Kaura, Jasmine K.	Sub Teacher	\$105.00	02/28/2019
105. Larson, Linda J.	Sub Speech Pathologist	\$400.00	02/11/2019
106. Lummis, Brigid L.	Sub Teacher	\$105.00	02/28/2019
107. McCorkle, Valerie L.	Sub Teacher	\$105.00	02/21/2019
108. Miller, Daria J.	Sub Teacher	\$105.00	02/22/2019
109. Miller, Madylin B.	Sub Teacher	\$105.00	02/20/2019
110. Murphy, Camren P.	Sub Teacher	\$105.00	02/20/2019
111. Novak, Joseph J.	Sub Teacher	\$105.00	02/25/2019
112. Plambeck, Kathleen J.	Sub Teacher	\$105.00	03/07/2019
113. Poland, Bridget D.	Sub Teacher	\$105.00	02/20/2019
114. Quam, Sara J.	Sub Teacher	\$105.00	02/20/2019
115. Rainis, Frank J.	Sub Teacher	\$105.00	02/20/2019
116. Rudolph, Kelsey A.	Sub Teacher	\$105.00	02/25/2019
117. Salazar, Elvira	Sub Teacher	\$105.00	02/26/2019
118. Searle, Tamra	Sub Teacher	\$105.00	03/13/2019
119. Seyedjafari, Arianna	Sub Teacher	\$105.00	03/01/2019
120. Stadler, Heidi N.	Sub Teacher	\$105.00	03/11/2019
121. Stewart, Suzanne L.	Sub Teacher	\$105.00	02/28/2019
122. Van Ginkel, Colleen	Sub Teacher	\$105.00	02/19/2019
123. Vance, Cassie M.	Sub Teacher	\$105.00	02/22/2019
124. Verdugo, Georgina C.	Sub Teacher	\$105.00	02/22/2019
125. Vollebregt, Ty E.	Sub Teacher	\$105.00	03/04/2019
126. Wallace, Olivia M.	Sub Teacher	\$105.00	02/20/2019
127. Warren, Mary L.	Sub Teacher	\$105.00	03/12/2019- 03/26/2019
128. Westlake, Mary T.	Sub Teacher	\$105.00	02/20/2019
129. Wilke, Carly A.	Sub Teacher	\$105.00	02/26/2019

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**APPROVE 6/5<sup>THS</sup> ASSIGNMENT**

<u>Name</u>	<u>6/5<sup>th</sup> Assignment</u>	<u>Location</u>	<u>Effective Dates</u>
130. Cunningham, Craig	2nd Semester 6/5ths	Tesoro High School	01/07/2019-06/07/2019
131. Harnett, Colleen M.	2nd Semester 6/5ths	Tesoro High School	01/07/2019-06/07/2019
132. Ho, Alan K.	2nd Semester 6/5ths	Capistrano Valley High School	01/07/2019-06/07/2019
133. Lewis, Kathleen E.	2nd Semester 6/5ths	Fred Newhart Middle School	01/07/2019-06/07/2019
134. Morlan, Marguerite J.	2nd Semester 6/5ths	San Juan Hills High School	01/07/2019-06/07/2019
135. Skinner, Phillip A.	2nd Semester 6/5ths	Dana Hills High School	01/07/2019-06/07/2019
136. Stough, Corey R.	2nd Semester 6/5ths	Marco Forster Middle School	01/07/2019-06/07/2019
137. Szczudlak, Lisa M.	2nd Semester 6/5ths	Tesoro High School	01/07/2019-06/07/2019
138. Willis, Brian	2nd Semester 6/5ths	San Juan Hills High School	01/22/2019-06/07/2019

**APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT**

Pay @ \$35.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
139. Caro, Odilia	TAA NTE 1.75 hrs (Teach after school intervention classes)	San Juan Elem School	01/07/2019-02/28/2019
140. De Lira, Veronica	TAA NTE 9.75 hrs (Teach after school intervention classes)	San Juan Elem School	12/03/2018-01/30/2019
141. Gomez, Martha E.	TAA NTE 15 hrs (Teach after school intervention classes)	Las Palmas Elem School	03/11/2019-06/06/2019
142. Gross, Deanna L.	TAA NTE 48 hrs (Proctor Saturday school)	Tesoro High School	01/12/2019-06/07/2019
143. Gruenewald, Eric A.	TAA NTE 6 hrs (Supervise students during parenting classes)	Castille Elem School	01/20/2019-06/07/2019
144. Harrington, Candice P.	TAA NTE 90 hrs (Supervise Link crew)	Capistrano Valley High School	01/07/2019-06/07/2019
145. Isassi-Ramirez, Sandra E.	TAA NTE 32 hrs (Assist students after school with ELA and science)	Marco Forster Middle School	02/25/2019-06/06/2019
146. Kaluger, Vanessa A.	TAA NTE 12 hrs (Assist with after school homework club)	Castille Elem School	11/26/2018-06/07/2019
147. Lee, Christina	TAA NTE 30 hrs (Proctor Saturday school)	Capistrano Valley High School	09/15/2018-05/18/2019
148. Loya-Amador, Imelda	TAA NTE 15 hrs (Teach after school intervention classes)	Las Palmas Elem School	03/11/2019-06/06/2019

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**APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$35.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
149. Marsing, Deborah J.	TAA NTE 7.5 hrs (Proctor PSAT testing)	Capistrano Valley High School	10/13/2018-10/13/2018
150. Martus, Larissa M.	TAA NTE 18 hrs (After school academic support)	Don Juan Avila Middle School	02/07/2019-06/04/2019
151. Peterson, Christine E.	TAA NTE 4 hrs (Accompany Sp Ed student to winter formal dance)	Tesoro High School	01/12/2019-01/12/2019
152. Rendon, Sophia L.	TAA NTE 9.75 hrs (Teach after school intervention classes)	San Juan Elem School	12/03/2018-01/30/2019
153. Reyes, Roxana	TAA NTE 15 hrs (Teach after school intervention classes)	Las Palmas Elem School	03/11/2019-06/06/2019
154. Roach, Christine M.	TAA NTE 60 hrs (Supervise Link crew)	Capistrano Valley High School	01/07/2019-06/07/2019
155. Romo Higley, Rosa	TAA NTE 15 hrs (Teach after school intervention classes)	Las Palmas Elem School	03/11/2019-06/06/2019
156. Thompson, Nicole N.	TAA NTE 15 hrs (Teach after school intervention classes)	Las Palmas Elem School	03/11/2019-06/06/2019
157. Trout, Tatjana J.	TAA NTE 13 hrs (Proctor Saturday school)	Tesoro High School	01/12/2019-06/07/2019
158. Uminsky, Alma M.	TAA NTE 13 hrs (Proctor Saturday school)	Tesoro High School	01/12/2019-06/07/2019
159. Villarreal, Erica	TAA NTE 6 hrs (Supervise students during parenting classes)	Castille Elem School	01/21/2019-06/07/2019

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
160. Acero-Ramirez, Teresa	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
161. Adams, Amy	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
162. Agurto, Karen B.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
163. Alejandro, Erica B.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
164. Allard, Kristi K.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018-04/23/2019
165. Anderson Canizales, Julie A.	TAA NTE 2.25 hrs (Participate on LVN interview panel)	District Office	02/20/2019-02/20/2019
166. Anderson, Cindy	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019



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**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
167. Anderson, Cindy	TAA NTE 1.5 hrs (Attend DIBELS training)	District Office	01/27/2019- 01/27/2019
168. Asakowicz, Janelle J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018- 04/23/2019
169. Balck, Jenni	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018- 04/10/2019
170. Baldwin, Jennifer	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018- 04/24/2019
171. Barreira, Kelly D.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018- 04/23/2019
172. Barry, Andrea K.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018- 04/10/2019
173. Bartik, Lisa R.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018- 04/10/2019
174. Bashor, Kelly L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018- 04/11/2019
175. Batista-Schmidt, Maria T.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019- 04/17/2019
176. Beard, Stacey A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018- 04/10/2019
177. Becerra, Alejandra	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018- 04/24/2019
178. Bejarano De Kiraly, Evelyn L.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019- 04/16/2019
179. Beneventi, Jennifer N.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018- 04/10/2019
180. Benjoya, Eve M.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Hidden Hills Elem School	12/01/2018- 06/01/2019
181. Bentley, Janet	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018- 04/10/2019
182. Berger, Ann V.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018- 04/10/2019
183. Berube, Wendy C.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018- 04/24/2019
184. Biggs, Paul A.	TAA NTE 2 hrs (Attend PLC unwrapping presentations)	District Office	01/16/2019- 01/16/2019
185. Billy, Cindy M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018- 04/23/2019
186. Bishop, Quinn K.	TAA NTE 1.5 hrs (Attend Google training)	District Office	02/06/2019- 02/06/2019
187. Blakeley, Susan L.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Hidden Hills Elem School	12/01/2018- 06/01/2019

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Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
188. Boyle, Jeanette	TAA NTE 1.5 hrs (Review high school sexual health curriculum)	District Office	02/21/2019- 02/21/2019
189. Brady, Lari K.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Tijeras Creek Elem School	01/30/2019- 06/06/2019
190. Brannam, Andrea A.	TAA NTE 1.5 hrs (Attend DIBELS training)	District Office	01/27/2019- 01/27/2019
191. Brannam, Andrea A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018- 04/24/2019
192. Brick, Jill C.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018- 04/11/2019
193. Brooks, Teresa T.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018- 04/11/2019
194. Brooks, Tracey L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018- 04/10/2019
195. Brubaker, Nina M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018- 04/23/2019
196. Bruce, Avonnette C.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018- 04/10/2019
197. Bruen, Kathlene C.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018- 04/10/2019
198. Burns, Annette	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018- 04/10/2019
199. Burns, Marita P.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018- 04/23/2019
200. Burrridge, Christopher J.	TA ANTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018- 04/24/2019
201. Byer, Kristen M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018- 04/23/2019
202. Cabral, Carol L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018- 03/08/2019
203. Calderon, Brendalizette C.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019- 04/16/2019
204. Calentino, Jennifer R.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Hidden Hills Elem School	12/01/2018- 06/01/2019
205. Calkins, Joan E.	TAA NTE 1.5 hrs (Attend Google training)	District Office	02/06/2019- 02/06/2019
206. Camacho, Isis	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019- 04/16/2019
207. Cameron, Bonnie	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018- 04/10/2019
208. Campos, Hilda Y.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018- 04/24/2019

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**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
209. Cantacessi, Angela	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018-04/24/2019
210. Capozzi, Holly J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
211. Carney, Teri K.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
212. Caro, Odilia	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
213. Carter, Juliana L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
214. Carvente Hernandez, Miguel	TAA NTE 16.5 hrs (Attend CAT training)	Don Juan Avila Middle School	02/19/2019-03/28/2019
215. Castellana, Evelyn J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018-04/23/2019
216. Chambers, Amanda M.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018-04/24/2019
217. Chambers, Terry J.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018-04/24/2019
218. Chastain, Katherine M.	TAA NTE 10 hrs (Support Sp Ed scheduling)	Don Juan Avila Middle School	08/21/2018-09/28/2018
219. Chaverot-Campos, Theresa M.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
220. Ciolek, Rhonda K.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Hidden Hills Elem School	12/01/2018-06/01/2019
221. Clarke, Amy	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
222. Clinkinbeard, Marie E.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
223. Coghill, Molly K.	TAA NTE 4 hrs (PLC train the trainer)	District Office	10/16/2018-10/16/2018
224. Colapinto, Matt F.	TAA NTE 1.5 hrs (Attend DIBELS training)	District Office	02/11/2019-02/11/2019
225. Colapinto, Mitchell J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
226. Collins, Noreen L.	TAA NTE 1.5 hrs (Attend Google training)	District Office	02/06/2019-02/06/2019
227. Connors, Eryn R.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
228. Conrady, Pleasance	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
229. Cornejo, Eduardo	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019

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**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
230. Corona, Liliana	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
231. Crandall, Lori A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
232. Cutkomp, Carol S.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Tijeras Creek Elem School	01/30/2019-06/06/2019
233. Dahlgren, Kelsey A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
234. Dancs-Rizkallah, Sarah	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
235. Darmody, Marinell W.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
236. De Lira, Veronica	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
237. Degn, Michelle A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
238. Dembiec, Liza J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
239. Desai, Vikash P.	TAA NTE 1 hr (Provide EL meeting support)	Default Location	01/11/2019-01/11/2019
240. Dewald, Nicholas	TAA NTE 7 hrs (Coach foreign language project)	District Office	03/01/2019-03/11/2019
241. Diaz, Monica A.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
242. Dixon, Kendra L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
243. Dorr, Stacy J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
244. Dowell, John W.	TAA NTE 1.5 hrs (Review high school sexual health curriculum)	District Office	02/21/2019-02/21/2019
245. Downing, Kimberly A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
246. Dragovich, Adele	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
247. Easton, Alexandra R.	TAA NTE 2 hrs (Attend PLC unwrapping presentations)	District Office	01/16/2019-01/16/2019
248. Eltiste, Ellen	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018-04/23/2019
249. Eusey, Barbara A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
250. Fairweather, Roklyn C.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Hidden Hills Elem School	12/01/2018-06/01/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
251. Famalette, Dwyann A.	TAA NTE 3 hrs (Attend STEM Advisory Board meeting)	District Office	02/05/2019-04/23/2019
252. Felipe, Erlinda	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
253. Fernald, Lidia A.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
254. Fernandez, Irma	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
255. Finn-Acevedo, Nicole S.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
256. Fohl, Patrice M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018-04/23/2019
257. Folks, Sarah J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
258. Fox, Sarah B.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
259. Gagnon, Courtney A.	TAA NTE 3 hrs (Attend STEM Advisory Board meeting)	District Office	02/05/2019-04/23/2019
260. Garcia, Jesenia	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
261. Garcia, Maria	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
262. Garcia, Monica	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
263. Garcia, Monica	TAA NTE 1.5 hrs (Attend DIBELS training)	District Office	02/11/2019-02/11/2019
264. Garcia, Vanessa A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
265. Garcia-Serrato, Martha D.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
266. Germain, Toni L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
267. Gerson, Victoria	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
268. Godinez, Renee M.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
269. Goldbeck, Melissa	TAA NTE 2.25 hrs (Participate on LVN interview panel)	District Office	02/20/2019-02/20/2019
270. Gomez, Brenda A.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
271. Gomez, Martha E.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
272. Gonzalez, Joann M.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
273. Gordon, Midori A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
274. Gray, James L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
275. Green, Anna M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
276. Griffin, Suzanne M.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	02/06/2019-02/06/2019
277. Griffin, Suzanne M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
278. Gross, Deanna L.	TAA NTE 1.5 hrs (Review high school sexual health curriculum)	District Office	02/21/2019-02/21/2019
279. Grudynski, Christy L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
280. Gustafson, Mary A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
281. Hall, Kimberly A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
282. Hamidi, Luz Maria	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
283. Hansen, Tricia R.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Tijeras Creek Elem School	01/30/2019-06/06/2019
284. Haskell, Sylvia G.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
285. Haupt, Mary	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
286. Hawley, Carrie E.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
287. Heitmann, Amanda B.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
288. Hendrickson, Rachael L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
289. Hernandez, Norma C.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
290. Hill, Erin L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
291. Hodges, Melinda M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
292. Hoffman, Todd A.	TAA NTE 1.5 hrs (Attend DIBELS training)	District Office	02/11/2019-02/11/2019

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Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
293. Hogancamp, Yesenia	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
294. Horner, Mikole L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
295. Hughes, Sheri L.	TAA NTE 1.5 hrs (Attend Google training)	District Office	02/06/2019-02/06/2019
296. Hunter, Kimberly J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
297. Ingraham, Keelie I.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
298. Isassi-Ramirez, Sandra E.	TAA NTE 2 hrs (Attend PLC unwrapping presentations)	District Office	01/16/2019-01/16/2019
299. Jacome, Geraldine	TAA NTE 1.5 hrs (Attend DIBELS training)	District Office	01/27/2019-01/27/2019
300. Jacques, Pierre E.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
301. Jeu, Nancy C.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
302. Jimenez, Pablo	TAA NTE 7 hrs (Coach foreign language project)	District Office	03/01/2019-03/11/2019
303. Jiron, Jeanne A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018-04/23/2019
304. Jiron, Laurel S.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
305. Johnson, Maria C.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
306. Karolys, Andrea F.	TAA NTE 2.25 hrs (Participate on LVN interview panel)	District Office	02/20/2019-02/20/2019
307. Keehn, Stephanie K.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018-04/24/2019
308. Knox, Vanessa V.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
309. Koch, Amy K.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018-04/24/2019
310. Kokx, Aaron D.	TAA NTE 1.5 hrs (Review high school sexual health curriculum)	District Office	02/21/2019-02/21/2019
311. Kopczynski, Lisa A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
312. Kubba, Dina	TAA NTE 3 hrs (Attend STEM Advisory Board meeting)	District Office	02/05/2019-04/23/2019
313. Kubly, Troy P.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
314. Labbe, Kathryn M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
315. Lamar, Stefanie A.	TAA NTE 1.5 hrs (Attend DIBELS training)	District Office	01/27/2019-01/27/2019
316. Lamar, Stefanie A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
317. Lamarre, Nicole	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
318. Laroche, Cynthia A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
319. Larsen, Kristin M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
320. Laszewski, Luciana M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
321. Lawrence, Ami J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
322. Le, Leslie D.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
323. Leong, Patricia V.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
324. Levy, Jenna L.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Tijeras Creek Elem School	01/30/2019-06/06/2019
325. Lewis, Elizabeth V.	TAA NTE 7 hrs (Coach foreign language project)	District Office	03/01/2019-03/11/2019
326. Lewis, Monica	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
327. Liceaga Reyes, Gabriela	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
328. Lohmeier, Julie J.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018-04/24/2019
329. Loya-Amador, Imelda	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
330. Macchia, Gina M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
331. Mackay, Frances A.	TAA NTE 3 hrs (Attend STEM Advisory Board meeting)	District Office	02/05/2019-04/23/2019
332. Marshall, Heidi A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
333. Martin-Wilson, Liz A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
334. Martinez Ramirez, Saul	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
335. Massaro, Charles M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
336. Mayemura, Deanne K.	TAA NTE 1.5 hrs (Attend Google training)	District Office	02/06/2019-02/06/2019
337. McAteer, Jennifer F.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
338. McCoy, Debra J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
339. McDonald, Jill A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
340. McDonald, Jill A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
341. McFaul, Giovana C.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
342. McGowen, Danielle M.	TAA NTE 2.25 hrs (Participate on LVN interview panel)	District Office	02/20/2019-02/20/2019
343. Mednick, Melissa R.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
344. Medrano, Eileen	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
345. Medrano, Eileen	TAA NTE 1.5 hrs (Attend DIBELS training)	District Office	02/11/2019-02/11/2019
346. Mendoza, Wendy M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
347. Mesholzadeh, Raquel	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
348. Metodiev, Rebecca A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
349. Millat, Carrie L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
350. Miyazono, Morgan T.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Hidden Hills Elem School	12/01/2018-06/01/2019
351. Mondaca, Cesar	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
352. Moothart, Susan A.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018-04/24/2019
353. Mora, Sandra	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
354. Morales, Star S.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
355. More-Rivas, Trina K.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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Certificated Employees

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Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
356. Moreno, Ysela M.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
357. Morgan, Andrea R.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018-04/24/2019
358. Morgan, Diana B.	TAA NTE 16 hrs (Attend DE11 training)	Tijeras Creek Elem School	02/28/2019-04/30/2019
359. Morrison-Lantz, Catherine G.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
360. Munoz, Veronica	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
361. Myers, Cathy C.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
362. Nasiri, Rosa T.	TAA NTE 16.5 hrs (Attend CAT training)	Don Juan Avila Middle School	02/19/2019-03/28/2019
363. Nassar Medhat, Jihan A.	TAA NTE 4 hrs (Participate in training/instructional coaching)	Hidden Hills Elem School	12/01/2018-06/01/2019
364. Noguez, Veronica	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
365. O'Connell, Teresa A.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018-04/24/2019
366. Oblea, Suzanne C.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
367. Ortega, Stella M.	TAA NTE 7 hrs (Coach foreign language project)	District Office	03/01/2019-03/11/2019
368. Ortiz, Collene R.	TAA NTE 1.5 hrs (Attend Google training)	District Office	02/06/2019-02/06/2019
369. Paganelli, Jennifer M.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Hidden Hills Elem School	12/01/2018-06/01/2019
370. Pasqualetto, Erin M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
371. Paulsen, Andrea L.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Hidden Hills Elem School	12/01/2018-06/01/2019
372. Paulsen, April	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
373. Paz Soldan, Paola V.	TAA NTE 50 hrs (Provide STEM Lab support)	Las Palmas Elem School	02/11/2019-06/07/2019
374. Paz Soldan, Paola V.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
375. Pearson, Cathy R.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018-04/23/2019
376. Pena-Tanner, Iris	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
377. Perez, Carmen	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
378. Perez, Deborah A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
379. Perry, John M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
380. Persall, Lea A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
381. Peterson, Beth P.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018-04/24/2019
382. Phillips, Deanna M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018-04/23/2019
383. Pierce, Jonathan R.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
384. Piersanti, Jennifer L.	TAA NTE 1.5 hrs (Attend DIBELS training)	District Office	01/27/2019-01/27/2019
385. Pinon, Ryan D.	TAA NTE 1.5 hrs (Review high school sexual health curriculum)	District Office	02/21/2019-02/21/2019
386. Pipkin, Jill A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
387. Porter, Jacqueline F.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
388. Portillo, Christina M.	TAA NTE 1.5 hrs (Attend Google training)	District Office	02/06/2019-02/06/2019
389. Portnoff, Angela L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
390. Procter, Michelle B.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
391. Pryer, Tricia C.	TAA NTE 2 hrs (Attend PLC unwrapping presentations)	District Office	01/16/2019-01/16/2019
392. Ramirez, Theresa	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
393. Regan, Alison L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
394. Rendon, Sophia L.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
395. Reney, Gina E.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
396. Rettele, Margaret	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
397. Reyes, Roxana	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019

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Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
398. Reyes, Roxana	TAA NTE 1.5 hrs (Attend DIBELS training)	District Office	01/27/2019- 01/27/2019
399. Rhodes, Mariela R.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018- 04/24/2019
400. Rice, Susan H.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018- 04/23/2019
401. Ridill, Danielle A.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018- 04/23/2019
402. Roche, Ann L.	TAA NTE 2.25 hrs (Participate on LVN interview panel)	District Office	02/20/2019- 02/20/2019
403. Rodriguez, Mary L.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019- 04/16/2019
404. Roman, Stacy A.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Hidden Hills Elem School	12/01/2018- 06/01/2019
405. Romo Higley, Rosa	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018- 04/24/2019
406. Rosales, Dalia	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019- 04/17/2019
407. Ruhlen, Richard D.	TAA NTE 40 hrs (Attend professional development class)	District Office	10/02/2018- 10/29/2018
408. Rumpf, Stacy M.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018- 04/24/2019
409. Russell, Jami L.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Hidden Hills Elem School	12/01/2018- 06/01/2019
410. Russell, Sheryl D.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018- 04/10/2019
411. Sabad, Bernardo	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019- 04/16/2019
412. Sandoval, Rocio M.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019- 04/16/2019
413. Sandoval-Fitz, Yohana	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019- 04/17/2019
414. Sandoval-Martinez, Angelica	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018- 04/24/2019
415. Sandvig, Jennifer	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018- 04/23/2019
416. Serrano, Kelly J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018- 04/10/2019
417. Shwam, Celina M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018- 04/10/2019
418. Sims, Ivonne P.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018- 04/23/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
419. Skelly, Barbara L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
420. Skov, Leon E.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018-04/23/2019
421. Slade, Carol L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
422. Smith, Jolene A.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Carl Hankey Elem School	11/07/2018-04/24/2019
423. Smith, Leslie A.	TAA NTE 1.5 hrs (Attend DIBELS training)	District Office	01/27/2019-01/27/2019
424. Smith, Staci L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
425. Solarczyk-Riyhani, Evelyn K.	TAA NTE 30 hrs (Planning and PLC activities)	Marco Forster Middle School	10/24/2018-03/08/2019
426. Sorgi, Adam C.	TAA NTE 1.5 hrs (Review high school sexual health curriculum)	District Office	02/21/2019-02/21/2019
427. Spiers, Sharon L.	TAA NTE 1.5 hrs (Review high school sexual health curriculum)	District Office	02/21/2019-02/21/2019
428. Stadel, Kari C.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
429. Stanley, Michael F.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Tijeras Creek Elem School	01/30/2019-06/06/2019
430. Steed, Stephen M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
431. Stetter, Dena J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
432. Stollmeyer, Jennifer S.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Palisades Elem School	11/06/2018-04/23/2019
433. Suda, Shari D.	TAA NTE 3 hrs (Attend STEM Advisory Board meeting)	District Office	02/05/2019-04/23/2019
434. Swanson, Celeste G.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
435. Tawil, Gracie	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
436. Thompson, Nicole N.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
437. Tinker, Susan O.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
438. Tisdale, Angela D.	TAA NTE 1.5 hrs (Review high school sexual health curriculum)	District Office	02/21/2019-02/21/2019
439. Troffer, Garrett J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
440. Tubbs, Anthony A.	TAA NTE 3 hrs (Attend STEM Advisory Board meeting)	District Office	02/05/2019-04/23/2019
441. Valdez, Debbie L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
442. Valladares, Corina	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
443. Vardoulakis, Mechaela L.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Tijeras Creek Elem School	01/30/2019-06/06/2019
444. Vargas, Ricardo E.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
445. Vazquez, Veronica V.	TAA NTE 1 hr (EL meeting support)	Default Location	01/11/2019-01/11/2019
446. Vega, Lisette	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
447. Villafranca-Ruiz, Estrella	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
448. Villalobos, Claudia J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
449. Vleisides, Perra G.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
450. Ward, Yesenia L.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
451. Waters, Linda J.	TAA NTE 5 hrs (Attend Unpack Standards meeting)	Hidden Hills Elem School	12/01/2018-06/01/2019
452. Waters, Tina L.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
453. Weinstein, Marybel	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Las Palmas Elem School	11/07/2018-04/24/2019
454. Werdel, Belen	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
455. Whitaker, Leslie C.	TAA NTE 3 hrs (Attend STEM Advisory Board meeting)	District Office	02/05/2019-04/23/2019
456. Wilcox, Trace C.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Chaparral Elem School	11/28/2018-04/10/2019
457. Williams, Kimberly J.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Oso Grande Elem School	11/28/2018-04/10/2019
458. Wilson, Christine C.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	Truman Benedict Elem School	11/06/2018-04/23/2019
459. Yamshon, Adriana	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	San Juan Elem School	02/05/2019-04/16/2019
460. Yates, Maria E.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
461. Yong, Angela E.	TAA NTE 2 hrs (Attend ACE PL mini-family meeting)	Viejo Elem School	02/20/2019-04/17/2019
462. Young, Michael K.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	George White Elem School	11/29/2018-04/11/2019
463. Yousuf, Evelyn M.	TAA NTE 3 hrs (Attend ACE PL mini-family meeting)	John Malcom Elem School	11/29/2018-04/11/2019

**APPROVE ADDITIONAL ASSIGNMENT**

Pay substitute rate @ \$21.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
464. Groeniger, Taylor	TAA NTE 16 hrs (Supervise students on field trip to Ocean Institute)	Marblehead Elem School	02/25/2019-02/26/2019
465. McMasters, David M.	TAA NTE 3 hrs (Attend ACE PL mini-family meetings)	Palisades Elem School	11/06/2018-04/23/2019
466. Tolin, Bonnie	TAA NTE 48 hrs (Chaperone for science camp)	Wood Canyon Elem School	02/11/2019-02/13/2019

**APPROVE ADDITIONAL ASSIGNMENT**

Pay @ per diem rate

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
467. Seiling, Tara	TAA NTE 100 hrs (Complete mandated ESY preschool assessments and IEP)	Special Education	07/01/2018-08/12/2018
468. Pegan, Erin	TAA NTE 30 hrs (Provide extra support with assessments)	Special Education	02/05/2019-04/19/2019
469. Glidden, Erin	TAA NTE 184 hrs (Assist with assessments)	Special Education	11/01/2018-06/06/2019
470. Goforth, Krystyn	TAA NTE 48 hrs (Provide extra support with assessments)	Special Education	01/07/2019-02/28/2019
471. Bowden, Joanna	TAA NTE 8.75 hrs (Complete mandated transition assessments)	Special Education	12/17/2018-01/31/2019
472. Canas-Debowski, Lisa	TA ANTE 24 hrs (Assist with assessments)	Special Education	12/19/2018-03/30/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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**APPROVE CO-CURRICULAR ASSIGNMENT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
473. Beltran, Tony C.	ASB Elementary	Del Obispo Elem School	\$721.50	08/21/2018-06/07/2019
474. Cain, Joshua P.	Lacrosse, Girls' Varsity (Head)	San Clemente High School	\$3,608.00	02/04/2019-05/10/2019
475. Comstock, Jessica K.	ASB Elementary	Del Obispo Elem School	\$721.50	08/17/2018-06/07/2019
476. Cosenza, Brandon C.	Softball, Varsity (Head)	Dana Hills High School	\$3,848.00	02/04/2019-04/25/2019
477. Cox, Ryan E.	Swimming, Girls' Varsity (Head)	Aliso Niguel High School	\$3,608.00	02/09/2019-05/11/2019
478. Dollar, Thomas W.	Swimming, Boys' Varsity (Head)	San Clemente High School	\$3,608.00	02/04/2019-04/26/2019
479. Donsker, Lindy M.	Outdoor Ed, Elem (Overnight)	Castille Elem School	\$481.00	03/11/2019-03/15/2019
480. Dunn, Craig L.	Track, Boys' Varsity (Asst)	Dana Hills High School	\$2,886.00	02/16/2019-04/26/2019
481. Faris, Tom C.	Baseball, Varsity (Head)	Dana Hills High School	\$3,848.00	02/04/2019-04/26/2019
482. Fitzgerald, Nicholas A.	Lacrosse, Girls' Varsity (Head)	Capistrano Valley High School	\$3,608.00	02/09/2019-05/11/2019
483. Gellatly, David A.	Baseball, Varsity (Head)	San Clemente High School	\$3,848.00	01/28/2019-05/10/2019
484. Georgia, David S.	Safety & Equipment	Dana Hills High School	\$3,848.00	01/07/2019-06/07/2019
485. Goldstone, Kenneth G.	Volleyball, Boys' Varsity (Head)	San Clemente High School	\$3,608.00	02/04/2019-04/26/2019
486. Hanson, Craig	Baseball, Varsity (Head)	Aliso Niguel High School	\$3,848.00	02/09/2019-05/11/2019
487. Harnett, Patrick R.	Tennis, Boys' Varsity (Head)	Tesoro High School	\$3,608.00	02/09/2019-05/11/2019
488. Henderson, Zachary T.	Lacrosse, Boys' Varsity (Head)	Aliso Niguel High School	\$3,608.00	02/09/2019-05/01/2019
489. Hitchcock, Robert C.	Baseball, Varsity (Asst)	San Clemente High School	\$3,367.00	02/09/2019-05/11/2019
490. Johnson, Daniel R.	Track, Boys' Varsity (Head)	San Clemente High School	\$3,848.00	02/09/2019-05/11/2019
491. Johnstone III, Vanderburgh	Golf, Boys' Varsity (Head)	Tesoro High School	\$3,608.00	02/09/2019-05/11/2019
492. Josephson, Shonna G.	Outdoor Ed, Elem	Castille Elem School	\$481.00	03/11/2019-03/15/2019
493. Leone-Schurck, Rosemary E.	Department Chair, MS - Science	Fred Newhart Middle School	\$1,683.00	01/07/2019-06/07/2019
494. Lusar, Patricia K.	Track, Girls' Varsity (Asst)	Aliso Niguel High School	\$2,886.00	02/09/2019-05/01/2019



CAPISTRANO UNIFIED SCHOOL DISTRICT  
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Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
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**APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
495. Mashburn, Andrew N.	Track, Girls' Varsity (Head)	Aliso Niguel High School	\$3,848.00	02/09/2019-05/01/2019
496. Melbon, Brent M.	Baseball, Varsity (Asst)	Aliso Niguel High School	\$3,367.00	02/09/2019-05/11/2019
497. Miyake, Darin S.	Baseball, Varsity (Asst)	San Juan Hills High School	\$3,367.00	02/09/2019-05/11/2019
498. Miyazono, Morgan T.	Outdoor Ed, Elem	Hidden Hills Elem School	\$240.00	02/25/2019-02/27/2019
499. Nieto, Antonio M.	Baseball, Varsity (Asst)	Capistrano Valley High School	\$3,367.00	02/09/2019-05/11/2019
500. Paganelli, Jennifer M.	Outdoor Ed, Elem	Hidden Hills Elem School	\$240.00	02/25/2019-02/27/2019
501. Pierce, Carrie L.	Swimming, Girls' Varsity (Head)	Dana Hills High School	\$3,608.00	02/04/2019-04/26/2019
502. Pierce, Carrie L.	Swimming, Boys' Varsity (Head)	Dana Hills High School	\$3,608.00	02/04/2019-04/26/2019
503. Proodian, David G.	Track, Girls' Varsity (Head)	San Clemente High School	\$3,848.00	02/04/2019-04/26/2019
504. Puffer, Jon T.	Swimming, Boys' Varsity (Head)	Aliso Niguel High School	\$3,608.00	02/09/2019-05/01/2019
505. Rosa, Matthew J.	Swimming, Boys' Varsity (Asst)	Dana Hills High School	\$2,886.00	02/09/2019-05/11/2019
506. Sharar, Courtney L.	Track & Field, Girls' Varsity (Head)	Tesoro High School	\$3,848.00	02/03/2019-04/26/2019
507. Smiggs, Donna	Outdoor Ed, Elem	Castille Elem School	\$481.00	03/11/2019-03/15/2019
508. Stephens, John W.	Tennis, Boys' Varsity (Head)	San Clemente High School	\$3,608.00	02/09/2019-05/11/2019
509. Walsh, John J.	Track, Boys' Varsity (Asst)	Aliso Niguel High School	\$2,886.00	02/09/2019-05/01/2019
510. Werner, Danny P.	Track, Boys' Varsity (Head)	Aliso Niguel High School	\$3,848.00	02/09/2019-05/11/2019
511. Yancey, Kendra	Swimming, Boys' Varsity (Asst)	Capistrano Valley High School	\$2,886.00	02/09/2019-05/11/2019
512. Yancey, Kendra	Swimming, Girls' Varsity (Asst)	Capistrano Valley High School	\$2,886.00	02/09/2019-05/11/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
Certificated Employees

**APPROVE CIF CO-CURRICULAR ASSIGNMENT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
513. Calentino, Mark J.	Wrestling, Boys' Varsity (Head)	San Clemente High School	\$360.80	01/21/2019
514. Colwell, Greg A.	Wrestling, Varsity (Head)	Aliso Niguel High School	\$360.80	01/22/2019
515. Desiano, Tom A.	Basketball, Varsity (Head)	Dana Hills High School	\$384.80	02/04/2019
516. Dowell, John W.	Surfing, Varsity (Head)	San Clemente High School	\$360.80	04/08/2018-04/19/2019
517. Garrett, Steve W.	Basketball, Varsity (Head)	Tesoro High School	\$384.80	02/04/2019
518. Higginson, Patrick J.	Water Polo, Girls' Varsity (Head)	Capistrano Valley High School	\$360.80	02/04/2019
519. Humphreys, Daniel R.	Water Polo, Girls' Varsity (Asst)	San Juan Hills High School	\$288.60	02/02/2019-02/09/2019
520. Luciani Jr, David	Wrestling, Boys' Varsity (Asst)	San Clemente High School	\$288.60	01/21/2019
521. Lynch, Erick B.	Water Polo, Varsity (Head)	Aliso Niguel High School	\$360.80	02/02/2019
522. Mulligan, Brian G.	Basketball, Varsity (Head)	Capistrano Valley High School	\$384.80	02/04/2019
523. Owens, John W.	Wrestling, Girls' Varsity (Asst)	San Clemente High School	\$288.60	01/21/2019
524. Pierce, Carrie L.	Water Polo, Girls' Varsity (Head)	Dana Hills High School	\$360.80	02/04/2019-02/16/2019
525. Pronier, Michael D.	Soccer, Boys' Varsity (Head)	San Clemente High School	\$360.80	02/01/2019
526. Resnick, Joshua E.	Wrestling, Varsity (Head)	Capistrano Valley High School	\$360.80	01/22/2019
527. Sorrell, Jason G.	Soccer, Boys' Varsity (Head)	Capistrano Valley High School	\$360.80	02/04/2019
528. Waldukat, Andy K.	Band, Marching	Capistrano Valley High School	\$432.90	02/04/2019

**APPROVE ASB FUNDED ASSIGNMENT @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
529. Anderson, Dennis J.	Lacrosse, Boys' (Asst)	San Clemente High School	\$2,200.00	02/04/2019-05/10/2019
530. Bisch, Jonathan	Volleyball, Boys' (Asst)	San Clemente High School	\$2,880.00	02/04/2019-04/26/2019
531. Bookataub, Sullivan	Baseball, (Asst)	San Clemente High School	\$1,500.00	02/12/2019-04/26/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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**APPROVE ASB FUNDED ASSIGNMENT @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
532. Caestecker, James J.	Music, Orchestra Conductor	Dana Hills High School	\$3,000.00	02/03/2019-06/10/2019
533. Calahan, Michael P.	Track & Field, Varsity (Asst)	Aliso Niguel High School	\$3,000.00	02/19/2019-05/01/2019
534. Calentino, Mark J.	Wrestling, Boys' Varsity (Head)	San Clemente High School	\$3,500.00	03/10/2019-04/30/2019
535. Deshon, Tyler J.	Softball, JV (Asst)	San Juan Hills High School	\$2,800.00	02/09/2019-05/11/2019
536. Dill, Douglas E.	Golf, Boys' (Asst)	San Clemente High School	\$2,500.00	02/04/2019-05/03/2019
537. Fitzgerald, Nicholas A.	Lacrosse, Girls' JV	Capistrano Valley High School	\$2,886.00	03/01/2019-04/30/2019
538. Frith, Robert L.	Football, Varsity (Head)	San Juan Hills High School	\$4,000.00	02/11/2019-05/10/2019
539. Garrett, Steve W.	Basketball, Boys' (Head)	Tesoro High School	\$3,810.00	03/18/2019-05/28/2019
540. Gustafson, Ryan R.	Golf, Boys' (Asst)	Capistrano Valley High School	\$2,405.00	03/01/2019-04/30/2019
541. Hambrick, Kelly R.	Golf, Boys' Varsity (Asst)	San Juan Hills High School	\$2,500.00	02/11/2019-05/10/2019
542. Hernandez, Juan J.	Basketball, Boys' (Asst)	San Juan Hills High School	\$850.00	02/09/2019-05/11/2019
543. Horton, Todd D.	Track, (Asst)	San Clemente High School	\$2,000.00	02/04/2019-04/26/2019
544. Miyake, Darin S.	Baseball, Freshman (Head)	San Juan Hills High School	\$1,500.00	02/09/2019-03/09/2019
545. Ortiz, Jaime R.	Football, Varsity (Head)	San Clemente High School	\$2,000.00	02/18/2019-04/01/2019
546. Petty, Valerie	Music, Instrumental	Fred Newhart Middle School	\$2,500.00	02/22/2019-06/06/2019
547. Polk, Richard A.	Volleyball, Girls' Off-Season	Tesoro High School	\$3,572.00	02/03/2019-04/24/2019
548. Wood, Joe	Football, Varsity (Asst)	San Clemente High School	\$3,500.00	02/13/2019-04/01/2019

**APPROVE LEAVE OF ABSENCE**

<u>Employee Unique Identifying Number</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Dates</u>
549. 259861	Speech Pathologist	Childcare	07/01/2019-06/30/2020
550. 244932	Speech Pathologist	Relocation	07/01/2019-06/30/2019

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**APPROVE LEAVE OF ABSENCE (Cont.)**

<u>Employee Unique Identifying Number</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Dates</u>
551. 247388	Teacher	Relocation	07/01/2019- 06/30/2020
552. 260837	Speech Pathologist	Childcare	07/01/2019- 06/30/2020

**DENY LEAVE OF ABSENCE**

<u>Employee Unique Identifying Number</u>	<u>Position</u>	<u>Reason</u>
553. 258270	Psychologist	Personal
554. 248997	Teacher	Childcare
555. 261842	Psychologist	Personal

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Prepared by: Rich Montgomery, Assistant Superintendent, Human Resource Services, Grades 6-12, K-8, Alternative Education

Date: April 25, 2019

Board Item: Resignations/Retirements/Employment – Classified Employees

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**HISTORY**

The activity list for employment, separation and additional assignments of classified employees is a standing item that is presented during each regularly scheduled Board of Trustees meeting.

**BACKGROUND INFORMATION**

In accordance with California Education Code §§ 44830(a), 45102, 44930, 45201 and 45190, employment actions or processes that affect an employee's status or pay during their employment must be approved by the Board of Trustees.

Classified activity lists may include a variety of "Temporary Additional Assignments" or TAAs. These are brief assignments in which an employee is to perform a task outside of his or her normal working hours and outside of his or her regular responsibilities. These tasks may include attending a required meeting, working at a school open house, helping at registration, and the like. These TAAs are performed at the normal hourly rate of pay for the work to be done, and are approved for a number of hours not to exceed (NTE) a specified amount. After the assignment is completed, the Payroll Department will receive an employee timesheet, signed by a supervisor, showing the time worked on the TAA. The Payroll Department will determine whether the hours worked were approved and will pay the employee for the hours worked, up to the approved amount. If the employee works fewer than the approved number of hours, s/he is paid only for the number of hours worked. If the assignment cannot be completed within the approved number of hours, a new request must be submitted for the estimated amount of work remaining.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the activity list for classified employees.

**FINANCIAL IMPLICATIONS**

These positions will be charged to the appropriate fund and are included in the adopted budget.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the activity list for classified employees.

**PREPARED BY:** Rich Montgomery, Assistant Superintendent, Human Resource Services,  
Grades 6-12, K-8, Alternative Education

**APPROVED BY:** Tim Brooks, Associate Superintendent, Human Resource Services

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
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**ACCEPT RESIGNATION/TERMINATION**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Aviles, Denise L.	Human Resources Spec	Voluntary Resignation	12/11/2014	02/22/2019
2. Ball, Andrea	Inst Asst-Special Ed Preschool	Voluntary Resignation	12/10/2018	03/06/2019
3. Blaisdell, Michelle E.	Inst Asst-Special Ed	Voluntary Resignation	12/15/2008	04/09/2019
4. Castorena, Anthony W.	HS Campus Supervisor	Expired Paid Leave	05/19/2014	02/04/2019
5. Cheshire, Logan	Academic Advisor	Voluntary Resignation	07/27/2015	03/11/2019
6. Cooper, Yesenia D.	Bngl Community Svcs Liaison	Voluntary Resignation	08/22/2017	02/19/2019
7. Copeland, Eric J.	Technology Sppt Spec IV	Voluntary Resignation	02/18/2016	02/28/2019
8. Gonzales, Elieth D.	Inst Asst-Preschool	Voluntary Resignation	04/09/2018	03/08/2019
9. Graydon, Cherie L.	Food Service Worker	Voluntary Resignation	08/22/2017	03/18/2019
10. Howard, Linda J.	Sub Elem Library Media Tech	Voluntary Resignation	09/07/2011	02/17/2019
11. Johnson, Debbie	Elem Sch Office Mgr	Retirement	11/05/1996	04/05/2019
12. Kiminas, Anthony	Job Technician I	Retirement	04/15/1997	05/01/2019
13. Lietz, Sharlene	Food Service Worker	Expired Paid Leave	01/10/2008	02/14/2019
14. Lohrbach, Michelle	HS Campus Supervisor	Voluntary Resignation	11/29/2010	04/10/2019
15. Manos, Mary	Senior Staff Secretary	Retirement	07/09/2012	03/01/2019
16. Moshref Javadi, Shadi	IF-Special Ed	Expired Paid Leave	03/27/2018	02/14/2019
17. Pecaoco, Katrina	LVN	Voluntary Resignation	08/21/2018	02/14/2019
18. Salcido, Leticia	Custodian I	Retirement	04/10/2001	03/14/2019
19. Starkey, Mariah	Food Service Worker	Voluntary Resignation	09/25/2017	03/15/2019
20. Torreblanca Lopez, Demetrio	MS Campus Supervisor	Probationary Termination	11/26/2018	02/27/2019
21. White, Kimberly J.	IF-Special Ed	Voluntary Resignation	03/09/2005	03/08/2019
22. Wilson, Kim A.	Comnty Ed/Alt Sch Office Mgr	Voluntary Resignation	01/03/2006	06/11/2019
23. Zerboni, Lindy	Inst Asst-Special Ed	Voluntary Resignation	01/22/2019	03/15/2019

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position- Management</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
24. Wheeler, Suzanne J.	Human Resources Spec (12mo/40hpw)	\$59,465	21 - 02	03/20/2019

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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position- Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
25. Al Attar, Farah	IF-Special Ed (9.5mo/17.5hpw)	\$16.11 hr	22 - 01	01/28/2019
26. Almaraz, Gisela D.	LVN (9.5mo/25hpw)	\$19.63 hr	30 - 01	03/11/2019
27. Choquehuanca, Isabelle M.	Inst Asst (9.5mo/17.5hpw)	\$14.96 hr	19 - 01	03/18/2019
28. Dobken, Laurisa L.	IF-Special Ed (9.5mo/17.5hpw)	\$17.76 hr	22 - 03	02/25/2019
29. Fillman, Angela	School Bus Driver (9.5mo/hours per bid)	\$3,136.76 mo	28 - 01	02/25/2019
30. Hack, Christian V.	MS Campus Supervisor (9.5mo/17.5hpw)	\$16.51 hr	23 - 01	03/13/2019
31. Hernandez, Maggie S.	IF-Autism (9.5mo/30hpw)	\$16.91 hr	22 - 02	03/04/2019
32. Higgins, Sara W.	IF-Special Ed (9.5mo/30hpw)	\$17.76 hr	22 - 03	02/26/2019
33. Hutchins, Derith A.	IF-Special Ed (9.5mo/30hpw)	\$16.11 hr	22 - 01	02/26/2019
34. Iunes, Nathan C.	Inst Asst-Special Ed (9.5mo/17.5hpw)	\$15.33 hr	20 - 01	03/12/2019
35. Johnston, Mike D.	School Bus Driver (9.5mo/hours per bid)	\$3,136.76 mo	28 - 01	02/25/2019
36. Kovacs, Yvette M.	LVN (9.5mo/25hpw)	\$19.63 hr	30 - 01	03/11/2019
37. Long, Dawn M.	Food Service Worker (9.5mo/15hpw)	\$13.22 hr	14 - 01	03/11/2019
38. Macias, Ashley N.	LVN (9.5mo/25hpw)	\$19.63 hr	30 - 01	03/11/2019
39. Mendoza, Enedina A.	Food Service Worker (9.5mo/15hpw)	\$13.22 hr	14 - 01	03/12/2019
40. Nunez, Mariana	Inst Asst-Special Ed (9.5mo/17.5hpw)	\$15.33 hr	20 - 01	03/20/2019
41. Olive, David F.	MS Campus Supervisor (9.5mo/17.5hpw)	\$16.51 hr	23 - 01	03/18/2019
42. Rojas, Johnny	School Bus Driver (9.5mo/hours per bid)	\$3,136.76 mo	28 - 01	02/25/2019
43. Saba, Margarita	Food Service Worker (9.5mo/15hpw)	\$13.22 hr	14 - 01	03/11/2019
44. Stone, Jeff	School Bus Driver (9.5mo/hours per bid)	\$3,136.76 mo	28 - 01	02/25/2019
<u>Name</u>	<u>Position- Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
45. Adeleke, Jenna D.	Sub Inst Asst-Special Ed	\$15.33 hr	20 - 01	03/06/2019



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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position- Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
46. Adeleke, Jenna D.	Sub IF-Special Ed	\$16.11 hr	22 - 01	03/06/2019
47. Assaraf, Paige M.	Sub Clerk	\$16.51 hr	23 - 01	02/14/2019
48. Avalos, Ashley D.	Sub HS Campus Supervisor	\$17.35 hr	25 - 01	01/01/2019
49. Ba, Zeinebou	Sub MS Library Media Cntr Tech	\$17.78 hr	26 - 01	03/05/2019
50. Ball, Andrea	Sub Inst Asst-Special Ed	\$15.33 hr	20 - 01	03/07/2019
51. Ball, Andrea	Sub IF-Special Ed	\$16.11 hr	22 - 01	03/07/2019
52. Besseling, Mikaela E.	Sub IF-Special Ed	\$16.11 hr	22 - 01	03/05/2019
53. Besseling, Mikaela E.	Sub Inst Asst-Special Ed	\$15.33 hr	20 - 01	03/05/2019
54. Breithaupt, Scott W.	Sub School Bus Driver	\$19.30 hr	28 - 01	02/28/2019
55. De Bellis, Robin M.	Sub IF-Special Ed	\$16.11 hr	22 - 01	02/28/2019
56. De Bellis, Robin M.	Sub Inst Asst-Special Ed	\$15.33 hr	20 - 01	02/28/2019
57. De La Torre Leon, Miguel G.	Sub Inst Asst-Special Ed	\$15.33 hr	20 - 01	03/01/2019
58. De La Torre Leon, Miguel G.	Sub IF-Special Ed	\$16.11 hr	22 - 01	03/01/2019
59. Devlin, Allison K.	Sub IF-Special Ed	\$16.11 hr	22 - 01	02/27/2019
60. Devlin, Allison K.	Sub Inst Asst-Special Ed	\$15.33 hr	20 - 01	02/27/2019
61. Grubbs, Elizabeth M.	Sub Student Supervisor	\$12.00 hr		03/08/2019
62. Gurgone, Nicole S.	Sub MS Campus Supervisor	\$16.51 hr	23 - 01	02/28/2019
63. Hall, Kristen R.	Sub MS Campus Supervisor	\$16.51 hr	23 - 01	03/01/2019
64. Harrelson, Diane	Sub Elem School Office Mgr	\$21.14 hr	33 - 01	01/07/2019
65. Herrera, Veronica M.	Sub FS Elementary Cashier	\$13.89 hr	16 - 01	02/27/2019
66. Jones, Theresa A.	Sub Student Supervisor	\$12.00 hr		02/22/2019
67. Lambi, Helen O.	Sub FS Elementary Cashier	\$13.89 hr	16 - 01	03/01/2019
68. Leblanc, Deborah N.	Sub Inst Asst-Special Ed	\$15.33 hr	20 - 01	03/14/2019
69. Leblanc, Deborah N.	Sub IF-Special Ed	\$16.11 hr	22 - 01	03/14/2019
70. Manchester, Danielle M.	Sub Student Supervisor	\$12.00 hr		02/13/2019
71. McBride, Jill	Sub Attendance Clerk	\$17.78 hr	26 - 01	01/28/2019
72. Needleman, Cindy A.	Sub Student Supervisor	\$12.00 hr		03/11/2019
73. Nord, Tristina L.	Sub Student Supervisor	\$12.00 hr		02/27/2019
74. Qian, Lili	Sub Student Supervisor	\$12.00 hr		03/05/2019
75. Sarigul, Heather L.	Sub Student Supervisor	\$12.00 hr		03/13/2019
76. Shearer, Jacob B.	Sub Inst Asst-Special Ed	\$15.33 hr	20 - 01	03/04/2019
77. Shearer, Jacob B.	Sub IF-Special Ed	\$16.11 hr	22 - 01	03/04/2019

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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position- Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
78. Sivakumar, Keerthana	Sub Student Supervisor	\$12.00 hr		03/04/2019
79. Storm-Stewart, Adrienne N.	Sub Student Supervisor	\$12.00 hr		02/22/2019
80. Thayer, Grace I.	Sub Inst Asst-Special Ed	\$15.33 hr	20 - 01	03/14/2019
81. Thayer, Grace I.	Sub IF-Special Ed	\$16.11 hr	22 - 01	03/14/2019
82. Thayer, Grace I.	Sub Student Supervisor	\$12.00 hr		02/28/2019
83. Tierney, Linda A.	Sub Student Supervisor	\$12.00 hr		02/20/2019
84. Vadeghani, Nasrin H.	Sub IF-Special Ed	\$16.11 hr	22 - 01	11/15/2018
85. Vargas, Elsa	Sub School Clerk II	\$17.35 hr	25 - 01	02/01/2019
86. Wheeler, Suzanne J.	Sub Clerk	\$16.51 hr	23 - 01	03/05/2019- 03/19/2019
87. Williams, Michelle	Sub Student Supervisor	\$12.00 hr		03/13/2019
88. Zieman, Valerie L.	Sub Student Supervisor	\$12.00 hr		03/15/2019

<u>Name</u>	<u>Position- Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Dates</u>
89. Bell, Matthew D.	Student Worker	\$12.00 hr		03/12/2019- 06/06/2019
90. Maher, Leslie L.	Lead Testing Asst	\$20.00 hr		01/15/2019- 06/07/2019
91. Migrditchian, Maureen L.	Lead Testing Asst	\$20.00 hr		01/15/2019- 06/07/2019
92. Mitchell, Danielle R.	Testing Asst	\$14.50 hr		05/06/2019- 05/31/2019
93. Russell, John A.	Testing Asst	\$14.50 hr		03/09/2019- 06/30/2019
94. Valerio, Joy	Lead Testing Asst	\$20.00 hr		05/06/2019- 05/31/2019
95. Westling, Wayne A.	Lead Testing Asst	\$20.00 hr		01/15/2019- 06/07/2019
96. Wheeland, Cindy S.	Testing Asst	\$14.50 hr		05/06/2019- 05/31/2019

**APPROVE CO-CURRICULAR ASSIGNMENT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
97. Chambers, Keith V.	Track, Boys' Varsity (Head)	Dana Hills High School	\$3,848.00	02/09/2019- 04/26/2019
98. Cinco, Ethan E.	Volleyball, Boys' Varsity (Asst)	San Juan Hills High School	\$2,886.00	02/09/2019- 05/11/2019

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**APPROVE CO-CURRICULAR ASSIGNMENT (cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
99. Dodge, Randy	Soccer, Boys' Varsity (Head)	Aliso Niguel High School	\$3,608.00	11/12/2018-02/01/2019
100. Dodge, Randy	Soccer, Girls' Varsity (Head)	Aliso Niguel High School	\$3,608.00	11/12/2018-02/01/2019
101. Eaton, Patrick P.	Volleyball, Boys' Varsity (Asst)	Tesoro High School	\$2,886.00	02/03/2019-04/24/2019
102. Gonzales, Ruben	Wrestling, Varsity (Asst)	Tesoro High School	\$2,886.00	11/12/2018-01/22/2019
103. Grubert, Scott C.	Lacrosse, Boys' Varsity (Head)	Tesoro High School	\$3,608.00	02/03/2019-05/10/2019
104. Hammond, James D.	Volleyball, Boys' Varsity (Asst)	Dana Hills High School	\$2,886.00	02/14/2019-04/24/2019
105. Hammond, Taylor D.	Volleyball, Boys' Varsity (Head)	Dana Hills High School	\$3,608.00	02/05/2019-04/24/2019
106. Harrison, Kenneth W.	Track & Field, Boys' Varsity (Asst)	Tesoro High School	\$2,886.00	02/03/2019-04/26/2019
107. Kohler Jr., Tom E.	Volleyball, Boys' Varsity (Head)	Capistrano Valley High School	\$3,608.00	02/09/2019-05/11/2019
108. Lambert, David L.	Softball, Varsity (Asst)	San Clemente High School	\$3,367.00	01/28/2019-04/25/2019
109. Malcolm, William C.	Softball, Varsity (Head)	San Clemente High School	\$3,848.00	01/28/2019-04/25/2019
110. McCall, Michael R.	Tennis, Boys' Varsity (Head)	Dana Hills High School	\$3,608.00	02/09/2019-05/11/2019
111. Oydna, Ethan T.	Lacrosse, Boys' Varsity (Head)	Capistrano Valley High School	\$3,608.00	02/09/2019-05/11/2019
112. Paulson, Adam M.	Baseball, Varsity (Asst)	San Juan Hills High School	\$2,405.00	02/09/2019-05/11/2019
113. Snyder, Roderick H.	Swimming, Boys' Varsity (Head)	San Juan Hills High School	\$3,608.00	02/09/2019-05/11/2019
114. Snyder, Roderick H.	Swimming, Girls' Varsity (Head)	San Juan Hills High School	\$3,608.00	02/09/2019-05/11/2019
115. Spinazzola, Chiara F.	Swimming, Girls' Varsity (Asst)	San Clemente High School	\$2,886.00	02/04/2019-04/26/2019
116. Stachowski, Michael V.	Swimming, Boys' Varsity (Asst)	Aliso Niguel High School	\$2,886.00	02/09/2019-05/10/2019
117. Talley, Spencer A.	Track & Field, Boys' Varsity (Asst)	Tesoro High School	\$2,886.00	02/03/2019-04/26/2019
118. Tat, Albert J.	Lacrosse, Boys' Varsity (Head)	San Juan Hills High School	\$3,608.00	02/09/2019-05/11/2019
119. Weiler, Kevin D.	Basketball, Girls' Varsity (Asst)	Tesoro High School	\$3,367.00	10/15/2018-02/01/2019
120. Welter, Michael	Lacrosse, Girls' Varsity (Head)	San Juan Hills High School	\$3,608.00	02/09/2019-05/11/2019

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**APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
121. Westling, Wayne A.	Golf, Varsity (Head)	Aliso Niguel High School	\$3,608.00	02/09/2019-05/11/2019
122. Yager Jr, Ladd	Softball, Varsity (Asst)	Tesoro High School	\$3,367.00	02/09/2019-05/11/2019

**APPROVE CIF CO-CURRICULAR ASSIGNMENT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
123. Dodge, Randy	Soccer, Boys' Varsity (Head)	Aliso Niguel High School	\$360.80	02/02/2019
124. Dodge, Randy	Soccer, Girls' Varsity (Head)	Aliso Niguel High School	\$360.80	02/02/2019
125. Figueroa, Alejandro R.	Soccer, Boys' Varsity (Asst)	Aliso Niguel High School	\$288.60	02/02/2019
126. Flynn, Mackenzie R.	Soccer, Girls' Varsity (Asst)	San Clemente High School	\$288.60	02/01/2019
127. Gardiner, Andrew J.	Basketball, Girls' Varsity (Asst)	San Clemente High School	\$336.70	02/04/2019
128. Hernandez, Felix R.	Soccer, Boys' Varsity (Asst)	San Clemente High School	\$288.60	02/01/2019
129. Honey, Anne	Basketball, Girls' Varsity (Head)	Human Resource Services	\$384.80	02/01/2019-02/07/2019
130. Husbands, Kerri B.	Basketball, Girls' Varsity (Head)	San Clemente High School	\$384.80	02/04/2019
131. Leslie, Lauren J.	Soccer, Girls' Varsity (Head)	San Clemente High School	\$360.80	02/01/2019
132. Lewis, Mark B.	Basketball, Girls' Varsity (Asst)	Dana Hills High School	\$336.40	02/01/2019-02/07/2019
133. Miramontes, Jesus G.	Soccer, Girls' Varsity (Asst)	Aliso Niguel High School	\$288.60	02/02/2019
134. Ornelas, Erick	Soccer, Boys' Varsity (Asst)	Dana Hills High School	\$288.60	02/04/2019-02/07/2019
135. Owens, John	Wrestling, Varsity (Asst)	San Clemente High School	\$288.60	01/21/2019
136. Parks, Joshua L.	Basketball, Boys' Varsity (Asst)	Tesoro High School	\$336.70	02/04/2019
137. Powell, Christopher L.	Water Polo, Girls' Varsity (Head)	San Clemente High School	\$288.60	02/01/2019
138. Rafael, Joseph P.	Basketball, Boys' Varsity (Asst)	Dana Hills High School	\$336.70	02/04/2019
139. Shackelford, Brian R.	Wrestling, Varsity (Asst)	Capistrano Valley High School	\$288.60	01/22/2019

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**APPROVE CIF CO-CURRICULAR ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
140. Skaggs, Courtney E.	Basketball, Girls' Varsity (Asst)	Aliso Niguel High School	\$336.70	02/02/2019
141. Stuart, Cris	Pep Squad, HS	Capistrano Valley High School	\$336.70	02/04/2019
142. Sundin, Lindsey A.	Basketball, Girls' Varsity (Head)	Aliso Niguel High School	\$384.80	02/02/2019
143. Teran, Sheila	Basketball, Girls' Varsity (Asst)	Dana Hills High School	\$336.70	02/04/2019
144. Torrianni, Mark W.	Soccer, Boys' Varsity (Head)	Dana Hills High School	\$360.80	02/04/2019
145. Trevino, Ricardo J.	Wrestling, Varsity (Asst)	Aliso Niguel High School	\$288.60	01/22/2019
146. Whieldon, Randolph C.	Basketball, Varsity (Asst)	Capistrano Valley High School	\$336.70	02/04/2019

**APPROVE ASB ASSIGNMENT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
147. Albright, Lori A.	Volleyball, Girls' Varsity (Asst)	San Juan Hills High School	\$2,800.00	02/11/2019-05/10/2019
148. Ansel, Michael T.	Lacrosse, Boys' (Asst)	San Clemente High School	\$1,200.00	03/13/2019-05/10/2019
149. Apt, Jonathan S.	Lacrosse, Boys' (Asst)	San Juan Hills High School	\$3,000.00	03/08/2019-05/11/2019
150. Barr, Devon M.	Track, (Asst)	San Clemente High School	\$2,500.00	02/04/2019-04/26/2019
151. Bateham, Nicole M.	Volleyball, Boys' Varsity (Asst)	Aliso Niguel High School	\$3,000.00	03/13/2019-05/11/2019
152. Boster, Christopher	Golf, Boys' (Asst)	Capistrano Valley High School	\$2,405.00	03/01/2019-04/30/2019
153. Bozarth, Caleb R.	Lacrosse, Boys' JV (Asst)	San Clemente High School	\$1,500.00	02/14/2019-05/10/2019
154. Carter, Roger M.	Band, Marching	Dana Hills High School	\$9,000.00	08/01/2018-06/30/2019
155. Cazel, Cole A.	Football, Varsity (Asst)	San Juan Hills High School	\$1,000.00	02/11/2019-05/10/2019
156. Cinco, Ethan E.	Volleyball, Boys' Frosh/Soph	San Juan Hills High School	\$2,200.00	02/09/2019-05/11/2019
157. Davis, Sydney R.	Pep Squad, JV Song	Aliso Niguel High School	\$5,000.00	01/17/2019-06/10/2019
158. Dickmann, Meghan J.	Soccer, Girls' (Asst)	Dana Hills High School	\$2,300.00	03/08/2019-04/01/2019

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**APPROVE ASB ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
159. Enzi, Taylor D.	Water Polo, Girls' (Asst)	Dana Hills High School	\$2,800.00	11/12/2018- 02/01/2019
160. Gayer, David T.	Wrestling, Boys' (Asst)	San Clemente High School	\$1,000.00	03/10/2019- 04/30/2019
161. Hammer III, Joey H.	Water Polo, Boys' Varsity (Asst)	Aliso Niguel High School	\$3,000.00	02/09/2019- 06/10/2019
162. Higgins, Connor E.	Track, Varsity (Asst)	Capistrano Valley High School	\$2,886.00	03/01/2019- 04/30/2019
163. Hodgins, Thomas A.	Lacrosse, Girls' (Asst)	San Clemente High School	\$3,300.00	02/12/2019- 05/10/2019
164. Holman, Jacob C.	Lacrosse, Boys' Varsity (Asst)	San Juan Hills High School	\$3,000.00	03/08/2019- 05/10/2019
165. Hosanny, Rhea G.	Music, Orchestra	San Clemente High School	\$10,000.00	03/08/2019- 06/30/2019
166. Ignoffo, Tia L.	Volleyball, Boys' Varsity (Asst)	Aliso Niguel High School	\$3,000.00	03/13/2019- 05/11/2019
167. Insley, Trevor C.	Football, (Asst)	San Clemente High School	\$150.00	03/04/2019- 04/05/2019
168. Jacobs, Andrew P.	Track & Field (Asst)	San Juan Hills High School	\$2,000.00	02/09/2019- 05/11/2019
169. Jacobs, Andrew P.	Football, Varsity (Asst)	San Juan Hills High School	\$1,100.00	02/11/2019- 05/10/2019
170. Jones, Marina	Track, Varsity (Asst)	Capistrano Valley High School	\$2,886.00	03/01/2019- 04/30/2019
171. Kaplan, Madisyn R.	Pep Squad, JV Song	Aliso Niguel High School	\$15,000.00	02/28/2019- 06/30/2019
172. Kopp, Troy A.	Football, (Asst)	San Clemente High School	\$2,000.00	02/18/2019- 04/01/2019
173. Langdon, Greg	Tennis, Boys' Varsity (Asst)	Aliso Niguel High School	\$3,000.00	07/01/2018- 07/31/2018
174. Lyon, Michael J.	Track, Varsity (Asst)	Capistrano Valley High School	\$2,886.00	03/01/2019- 04/30/2019
175. Mariles, Isabella K.	Lacrosse, Girls' (Asst)	Tesoro High School	\$2,381.00	02/09/2019- 05/10/2019
176. McCormic, Jr., Patrick J.	Surfing, Boys' & Girls' (Asst)	San Juan Hills High School	\$2,500.00	02/09/2019- 05/11/2019
177. Meledy, Timothy J.	Track, Varsity (Asst)	Capistrano Valley High School	\$2,886.00	03/01/2019- 04/30/2019
178. Montecinos, Daniel	Strength & Conditioning, (Asst)	San Juan Hills High School	\$1,000.00	02/04/2019- 04/09/2019
179. Montecinos, Daniel	Speed & Strength	San Juan Hills High School	\$2,000.00	02/05/2019- 03/28/2019
180. Montecinos, Oscar	Baseball, (Asst)	San Clemente High School	\$1,500.00	02/12/2019- 04/26/2019

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**APPROVE ASB ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
181. Monterola, Miguel E.	Volleyball, Boys' Frosh/Soph (Asst)	Aliso Niguel High School	\$3,000.00	03/13/2019-05/11/2019
182. Moreno, Davina M.	Basketball, Girls' (Asst)	San Juan Hills High School	\$750.00	02/09/2019-05/11/2019
183. Morse, Scott L.	Lacrosse, Boys' Varsity (Asst)	Tesoro High School	\$2,857.00	03/15/2019-05/10/2019
184. Mueller, Brittany S.	Soccer, Girls' (Asst)	Dana Hills High School	\$1,100.00	03/08/2019-04/01/2019
185. Nolan, David J.	Soccer, Boys' Varsity (Head)	San Juan Hills High School	\$3,000.00	02/09/2019-05/11/2019
186. Oydna, Ethan T.	Lacrosse, Boys' JV	Capistrano Valley High School	\$2,405.00	03/01/2019-04/30/2019
187. Ozuna, Eduardo	Soccer, Boys' Varsity (Asst)	San Juan Hills High School	\$3,000.00	02/09/2019-05/11/2019
188. Paegel, Michael R.	Baseball, (Asst)	San Juan Hills High School	\$2,500.00	02/09/2019-05/11/2019
189. Papell, Jessica L.	Volleyball, Girls' Varsity (Head)	San Juan Hills High School	\$3,500.00	02/11/2019-05/10/2019
190. Parris, Richard L.	Volleyball, Boys' JV (Asst)	Aliso Niguel High School	\$3,000.00	03/13/2019-05/11/2019
191. Parris, Richard L.	Volleyball, Boys' Varsity (Asst)	Aliso Niguel High School	\$3,500.00	03/13/2019-05/11/2019
192. Reinhart, Meryl G.	Softball, (Asst)	Dana Hills High School	\$2,200.00	03/08/2019-04/25/2019
193. Richey, David P.	Lacrosse, Boys' Varsity (Asst)	San Juan Hills High School	\$3,000.00	03/08/2019-05/10/2019
194. Rother, Brian J.	Track, (Asst)	San Clemente High School	\$2,500.00	02/04/2019-04/26/2019
195. Sack, Richard L.	Surfing, (Asst)	Tesoro High School	\$2,381.00	12/03/2018-02/04/2019
196. Schniepp, Jonathan D.	Surfing, Boys' & Girls' (Asst)	San Juan Hills High School	\$2,500.00	02/09/2019-05/11/2019
197. Schulman, David J.	Tennis, Boys' JV	San Juan Hills High School	\$2,400.00	03/08/2019-05/11/2019
198. Silvey, Peter A.	Football, Varsity (Asst)	San Juan Hills High School	\$2,500.00	02/11/2019-05/10/2019
199. Silvey, Peter A.	Speed & Strength	San Juan Hills High School	\$2,000.00	02/05/2019-03/28/2019
200. Silvey, Peter A.	Track & Field (Asst)	San Juan Hills High School	\$2,000.00	02/09/2019-05/11/2019
201. Siriwardena, Yenuka	Tracking, Varsity (Asst)	Capistrano Valley High School	\$2,886.00	03/01/2019-04/30/2019
202. Smith, Kyle C.	Volleyball, Boys' Varsity (Asst)	Capistrano Valley High School	\$2,886.00	02/19/2019-04/30/2019

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**APPROVE ASB ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
203. Speer, Edwin H.	Tennis, Boys' (Asst)	Capistrano Valley High School	\$2,405.00	03/01/2019-04/30/2019
204. Stam, Valerie D.	Basketball, Girls' Varsity (Asst)	San Juan Hills High School	\$3,500.00	11/12/2018-02/04/2019
205. Tsuyuki, Robert T.	Golf, Boys' Varsity (Asst)	San Juan Hills High School	\$2,500.00	02/11/2019-05/10/2019
206. Umanzio, Daniel G.	Lacrosse, Boys' Varsity (Asst)	Capistrano Valley High School	\$2,886.00	03/01/2019-04/30/2019
207. Umanzio, Daniel G.	Lacrosse, Boys' JV	Capistrano Valley High School	\$2,405.00	03/01/2019-04/30/2019
208. Valko, Jeffrey N.	Tennis, Boys' (Asst)	San Clemente High School	\$2,800.00	01/28/2019-04/26/2019
209. Van Every, Jacob	Football, Varsity (Asst)	Capistrano Valley High School	\$3,848.00	01/07/2019-04/30/2019
210. Wasserbach, Clifford G.	Football, Varsity (Asst)	Aliso Niguel High School	\$3,000.00	02/01/2019-06/10/2019
211. Westling, Wayne	Golf, Varsity (Head)	Aliso Niguel High School	\$3,608.00	02/09/2019-05/01/2019
212. Williams, Blake T.	Basketball, Boys' Soph (Head)	San Juan Hills High School	\$2,500.00	11/12/2018-02/09/2019
213. Yamamoto, Kenny Y.	Water Polo, Boys' (Asst)	Dana Hills High School	\$3,000.00	09/04/2018-10/25/2018
214. Zamora, Oscar	Football, Varsity (Asst)	San Juan Hills High School	\$1,000.00	02/11/2019-05/10/2019
215. Zdunich, Gabriel	Track & Field, Varsity (Asst)	Aliso Niguel High School	\$3,000.00	02/09/2019-05/11/2019

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
216. Aroz, Randolph	Custodian I (12mo/40hpw)	Custodian III (Temp/40hpw)	30 - 10	12/17/2018-02/15/2019
217. Dissanayake Tech, Deepthi S.	Inst Asst-Special Ed (9.5mo/17.5hpw)	IF-Special Ed (9.5mo/30hpw)	22 - 01	02/25/2019
218. Estrada, Angel J.	Groundskeeper (12mo/40hpw)	Grounds Equipment Operator (Temp/40hpw)	30 - 01	02/04/2019-05/04/2019
219. Etnire, Stacey E.	Inst Asst-Computer Lab (9.5mo/17.5hpw)	IF-Special Ed (9.5mo/30hpw)	22 - 03	03/18/2019
220. Flaherty, Valerie	IF-Special Ed (9.5mo/32.5hpw)	School Clerk II (10.5mo/40hpw)	25 - 06	03/25/2019



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**APPROVE PROMOTION (Cont.)**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
221. Lopez, Ann M.	IF-Special Ed (9.5mo/30hwp)	Speech & Lang Pathology Asst (Temp/40hwp)	39 - 15	02/25/2019- 03/25/2019
222. Maloney, Lisa	Inst Asst-Special Ed (9.5mo/17.5hwp)	IF-Special Ed (9.5mo/32.5hwp)	22 - 10	03/11/2019
223. Melin, Nancy A.	Inst Asst-Special Ed (9.5mo/17.5hwp)	IF-Special Ed (9.5mo/30hwp)	22 - 06	03/01/2019
224. Morgan, John	Director II, Educational Technology (12mo/40hwp)	Chief Technology Officer (12mo/40hwp)	MGMT 65-01	02/14/2019
225. Rivera, Heidi A.	Account Clerk III (12mo/40hwp)	Inst Materials Spec (12mo/40hwp)	36 - 05	02/14/2019
226. Sanchez, Josue	Technology Support Specialist III (12mo/40hwp)	Technology Support Specialist IV (12mo/40hwp)	52-02	03/28/2019
227. Sanchez-Martinez, Sandra	Inst Asst-Preschool (9.5mo/10.5hwp)	Intermediate Office Asst (12mo/40hwp)	25 - 10	04/01/2019
228. Santos, Lorena	Inst Asst-Special Ed (9.5mo/17.5hwp)	IF-Special Ed (9.5mo/32.5hwp)	22 - 02	03/04/2019
229. Von Urff, Michelle J.	Elem Library Media Technician (9.5mo/17.5hwp)	HS Library Media Tech (Temp/40hwp)	28 - 04	01/25/2019- 04/25/2019

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
230. Butkus, Linda E.	Job Technician I (12mo/17.5hwp)	Job Technician I (12mo/40hwp)	26 - 02	03/04/2019
231. Guess, Arlington R.	IF-Special Ed (9.5mo/30hwp)	IF-Special Ed (9.5mo/32.5hwp)	22 - 06	03/11/2019
232. Holden, Sue C.	IF-Special Ed (9.5mo/17.5hwp)	IF-Special Ed (9.5mo/32.5hwp)	22 - 10	03/01/2019
233. Hsu, Hanching	Blngl Inst Asst-Preschool (9.5mo/15hwp)	Blngl Inst Asst- Preschool (9.5mo/30hwp)	24 - 02	02/25/2019
234. Nieto, Victoria M.	IF-Special Ed (9.5mo/30hwp)	IF-Special Ed (9.5mo/32.5hwp)	22 - 10	02/19/2019
235. Perry-Romero, Alyssa M.	IF-Special Ed (9.5mo/17.5hwp)	IF-Special Ed (9.5mo/30hwp)	22 - 01	03/14/2019
236. Philips Roark, Marsha A.	IF-Special Ed (9.5mo/17.5hwp)	IF-Special Ed (9.5mo/32.5hwp)	22 - 05	02/14/2019
237. Schmitzer, Elizabeth M.	IF-Special Ed (9.5mo/17.5hwp)	IF-Special Ed (9.5mo/30hwp)	22 - 01	03/01/2019

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
238. Abdou, Hoda M.	IF-Special Ed TAA NTE 2 hrs (Accompany class on field trip)	22 - 01	02/28/2019
239. Abdou, Hoda M.	IF-Special Ed TAA NTE 2 hrs (Accompany class on field trip)	22 - 01	03/18/2019
240. Abrams, Russell F.	IF-Special Ed TAA NTE 64 hrs (Attend science camp for TBIC students)	22 - 04	02/19/2019- 02/22/2019
241. Agrawal, Michelle	IF-Special Ed TAA NTE 15 hrs (Assist student with after hour school activities)	22 - 06	01/23/2019- 06/07/2019
242. Alsamman, Dana	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany class on field trip)	20 - 02	04/09/2019
243. Alsamman, Dana	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany class on field trip)	20 - 02	11/26/2018
244. Alsamman, Dana	Inst Asst-Special Ed TAA NTE 2.5 hrs (Accompany students to Special Olympics)	20 - 02	03/04/2019
245. Amy, Shawn R.	Inst Asst-Special Ed TAA NTE 16.5 hrs (Attend CAT training)	20 - 02	02/19/2019- 03/28/2019
246. Antonio Hernandez, Jonathan	Inst Asst-Special Ed TAA NTE 25 hrs (Assist teachers with school transition to dual immersion program)	20 - 01	01/30/2019- 06/01/2019
247. Arnold, Katie M.	Inst Asst-Special Ed Preschool TAA NTE 10 hpw (Provide additional support for SDC preschool classroom)	20 - 10	01/29/2019- 02/28/2019
248. Arnold, Katie M.	Inst Asst-Special Ed Preschool TAA NTE 10 hpw (Provide additional support for SDC preschool classroom)	20 - 10	03/04/2019- 03/29/2019
249. Balcewicz, Penelope A.	Elem Library Media Technician TAA NTE 40 hrs (Perform year end close out, debt collection and all cleanup of libraries)	24 - 10	04/01/2019- 06/30/2019
250. Barnar, Zeynep	IF-Special Ed TAA NTE 7 hrs (Accompany student to choir concert)	22 - 06	01/24/2019
251. Barrientos, Belem	IF-Special Ed TAA NTE 12 hrs (Accompany student to spring choir concert)	22 - 06	03/11/2019- 03/12/2019
252. Becerra, Cecilia	Preschool Teacher TAA NTE 25 hrs (Provide childcare for parenting workshop)	31 - 20	03/06/2019- 04/30/2019
253. Becerra, Marla E.	IF-Special Ed TAA NTE 17.5 hrs (Attend CAT training)	22 - 01	02/19/2019- 03/28/2019
254. Becerra, Patricia M.	Blngl Elem School Clerk TAA NTE 2 hrs (Assist with registration information at parent info meetings)	27 - 15	01/15/2019- 06/01/2019

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<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
255. Becerra, Patricia M.	Blngl Elem School Clerk TAA NTE 20 hrs (Assist with registration and provide information during after hour meetings)	27 - 15	01/31/2019- 06/01/2019
256. Bellah, Martha	Infant/Tddlr Chldcare Prov TAA NTE 2.5 hrs (Assist in baby room)	19 - 10	02/04/2019
257. Berg, Sandra	Inst Asst-Special Ed TAA NTE 9 hrs (Attend CPI online training)	20 - 10	01/31/2019- 02/26/2019
258. Bonar, Catherine M.	Inst Asst-Special Ed TAA NTE 3 hpw (Provide additional program support)	20 - 10	02/14/2019- 03/14/2019
259. Bott, Christine R.	Inst Asst-Preschool TAA NTE 15 hrs (Attend various meetings)	22 - 10	01/01/2019- 06/30/2019
260. Braet-Foret, Debra M.	IF-Special Ed TAA NTE .5 hrs (Accompany student on bus)	22 - 06	12/13/2019
261. Breunig, Lynn	Inst Asst-Special Ed TAA NTE 14 hrs (Provide additional support)	20 - 20	03/04/2019- 06/04/2019
262. Briggs, Susan P.	Elem Library Media Technician TAA NTE 10 hrs (Perform year end close out, debt collection and all cleanup of libraries)	24 - 03	04/01/2019- 06/30/2019
263. Buloushi, Sarah	IF-Special Ed TAA NTE 17.5 hrs (Attend CAT training)	22 - 04	02/19/2019- 03/28/2019
264. Casarrubias-Quinn, Olivia B.	Blngl Clerk TAA NTE 10hpw (Assist in bus pass office)	25 - 15	04/01/2019- 06/06/2019
265. Chavez De Fodor, Monica	Inst Asst TAA NTE 30 hrs (Help in speech with testing groups and parents)	19 - 02	02/04/2019- 06/07/2019
266. Chavez De Fodor, Monica	Inst Asst TAA NTE 20 hrs (Additional hours for assessments and translating)	19 - 02	03/04/2019- 06/06/2019
267. Cho, Amy	IF-Special Ed TAA NTE 9 hrs (Attend CPI online training)	22 - 01	01/31/2019- 02/26/2019
268. Coleman, Monica A.	IF-Special Ed TAA NTE 12 hrs (Accompany student to spring choir concert)	22 - 06	03/11/2019- 03/12/2019
269. Dagley, Nathan E.	IF-Special Ed TAA NTE 50 hrs (Support student at science camp)	22 - 01	03/12/2019- 03/15/2019
270. Damian, Yasmin S.	IF-Special Ed TAA NTE 16.5 hrs (Attend CAT training)	22 - 02	02/19/2019- 03/28/2019
271. Daniel, Jennifer J.	IF-Special Ed TAA NTE 15 hrs (Provide additional program support)	22 - 10	02/26/2019- 04/09/2019
272. Dayog, Andrew	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany class field trip to the Pilgrim)	20 - 01	03/18/2019
273. Dayog, Andrew	Inst Asst-Special Ed TAA NTE 2.5 hrs (Accompany students to Special Olympics)	20 - 01	03/04/2019

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<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
274. Dayog, Andrew	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany class field trip)	20 - 01	02/28/2019
275. Denn, Anne L.	IF-Special Ed TAA NTE 15 hrs (Provide additional program support)	22 - 15	02/26/2019- 04/09/2019
276. Dressel, Helen D.	Inst Asst-Preschool TAA NTE 15 hrs (Attend various meetings)	22 - 01	01/01/2019- 06/30/2019
277. Ehrgood, Allen H.	HS Campus Supervisor TAA NTE 10 hrs (Assist with parking in new parking lot)	25 - 04	02/11/2019- 02/14/2019
278. Enriquez-Maldonado, Stephanie	Inst Asst TAA NTE 20 hrs (Perform assessments & translating)	19 - 01	03/04/2019- 06/06/2019
279. Enslen, Tanya R.	Elem Library Media Technician TAA NTE 30 hrs (Perform year end close out, debt collection and all cleanup of libraries)	24 - 03	04/01/2019- 06/30/2019
280. Fejes, Jacquelyn E.	IF-Special Ed TAA NTE 2 hrs (Accompany students to Environmental Nature Center)	22 - 10	05/29/2019
281. Fejes, Jacquelyn E.	IF-Special Ed TAA NTE 2.5 hrs (Accompany students to Special Olympics)	22 - 10	03/04/2019
282. Fejes, Jacquelyn E.	IF-Special Ed TAA NTE 2 hrs (Accompany class field trip)	22 - 10	11/26/2018
283. Fejes, Jacquelyn E.	IF-Special Ed TAA NTE 2 hrs (Accompany class field trip)	22 - 10	04/09/2019
284. Flor Begazo, Grecia N.	Blngl Community Svcs Liaison TAA NTE 100 hrs (Help with front office and translations)	23 - 04	02/11/2019- 06/30/2019
285. Florentino, Aurea G.	IF-Special Ed TAA NTE 16.5 hrs (Attend CAT training)	22 - 02	02/19/2019- 03/28/2019
286. Fogarty, Beth M.	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany students on field trip to Dana Point Marine Institute)	20 - 06	03/18/2019
287. Fogarty, Beth M.	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany class field trip to the Honda Center)	20 - 06	02/28/2019
288. Fogarty, Beth M.	Inst Asst-Special Ed TAA NTE 2.5 hrs (Accompany students to Special Olympics)	20 - 06	03/04/2019
289. Garcia, Jessica S.	LVN TAA NTE 48 hrs (Chaperone science camp)	30 - 02	02/11/2019- 02/13/2019
290. Garn, Gretchen E.	IF-Special Ed TAA NTE 2.5 hrs (Accompany students to Special Olympics)	22 - 02	03/04/2019
291. Garn, Gretchen E.	IF-Special Ed TAA NTE 2.5 hrs (Accompany class field trip)	22 - 02	02/12/2019

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<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
292. Getty, Jacquelyn D.	Preschool Teacher TAA NTE 30 hrs (Attend meetings, class closer)	31 - 15	12/01/2018- 06/30/2019
293. Grigaux, Gail A.	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany students on field trip)	20 - 04	11/26/2018
294. Grigaux, Gail A.	Inst Asst-Special Ed TAA NTE 2.5 hrs (Accompany students to Special Olympics)	20 - 04	03/04/2019
295. Grigaux, Gail A.	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany students on field trip)	20 - 04	05/29/2019
296. Grigaux, Gail A.	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany students on field trip)	20 - 04	04/09/2019
297. Gutierrez, Nora I.	Elem Library Media Technician TAA NTE 40 hrs (Perform year end close out, debt collection and all cleanup of libraries)	24 - 15	04/01/2019- 06/30/2019
298. Hamidi, Zoila	Presch Tchrr/Site Facilitator TAA NTE 16.5 hrs (Attend CAT training)	33 - 20	02/19/2019- 03/28/2019
299. Hernandez, Angelina	Blngl Clerk TAA NTE 10 hpw (Assist in bus pass office)	25 - 04	04/01/2019- 06/06/2019
300. Hernandez, Jannet	Inst Asst-Preschool TAA NTE 25 hrs (Provide childcare for parenting workshop)	23 - 01	03/01/2019- 04/30/2019
301. Hernandez, Maritza	IF-Autism TAA NTE 28 hrs (Attend CAT training)	22 - 01	02/19/2019- 03/28/2019
302. Hitchcock, Andrea N.	IF-Special Ed TAA NTE 9 hrs (Attend CPI online training)	22 - 06	01/31/2019- 02/26/2019
303. Hussein, Samar A.	IF-Special Ed TAA NTE 17.5 hrs (Attend CAT training)	22 - 01	02/19/2019- 03/28/2019
304. Hutsell, Leslie J.	Inst Asst-Preschool TAA NTE 15 hrs (Attend various meetings)	22 - 01	01/01/2019- 06/30/2019
305. Isip, Shirley M.	LVN TAA NTE 66 hrs (Ride to and from school with student)	30 - 06	01/07/2019- 06/06/2019
306. Isola, Juli A.	Elem Library Media Technician TAA NTE 10 hrs. (Perform year end close out, debt collection and all cleanup of libraries)	24 - 01	04/01/2019- 06/30/2019
307. Johnson, Stacy L.	IF-Special Ed TAA NTE 86 hrs (Ride to and from school with student)	22 - 06	02/11/2019- 04/19/2019
308. Johnston, Cassie M.	IF-Special Ed TAA NTE 4 hrs (Accompany student to choir concert)	22 - 01	01/25/2019
309. Jones, Denise	Job Technician I TAA NTE 17.5 hrs (Attend CAT training)	26 - 06	02/19/2019- 03/28/2019
310. Kato, Wendi M.	Staff Secretary TAA NTE 17.5 hrs (Attend CAT training)	31 - 04	02/19/2019- 03/28/2019

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<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
311. King, Courtney E.	IF-Special Ed TAA NTE 10 hpw (Ride bus to and from school with student)	22 - 01	03/07/2019- 04/09/2019
312. Kittelsen, Carmel	IF-Autism TAA NTE 28 hrs (Attend CAT training)	22 - 01	02/19/2019- 03/28/2019
313. Kloepfer, Bethanie S.	Elem Library Media Technician TAA NTE 10 hrs (Perform year end close out, debt collection and all cleanup of libraries)	24 - 05	04/01/2019- 06/30/2019
314. Kobel, Karen	Inst Asst-Special Ed TAA NTE 2.5 hrs (Accompany students to Special Olympics)	20 - 10	03/04/2019
315. Kobel, Karen	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany class on field trip to Dana Point Marine Institute)	20 - 10	03/18/2019
316. Kobel, Karen	Inst Asst-Special Ed TAA NTE 2hrs (Accompany students on field trip to Honda Center)	20 - 10	02/28/2019
317. Kobel, Karissa M.	IF-Special Ed TAA NTE 2.5 hrs (Accompany class field trip)	22 - 02	02/12/2019
318. Kobel, Karissa M.	IF-Special Ed TAA NTE 2.5 hrs (Accompany students to Special Olympics)	22 - 02	03/04/2019
319. Koerschgen, Tamara R.	IF-Special Ed TAA NTE 10 hpw (Ride bus to and from school with student)	22 - 05	03/07/2019- 03/29/2019
320. Lagunas, Martha A.	Inst Asst-Special Ed TAA NTE 17.5 hrs (Attend CAT training)	20 - 02	02/19/2019- 03/28/2019
321. Lasher, Anna K.	IF-Autism TAA NTE 28 hrs (Attend CAT training)	22 - 01	02/19/2019- 03/28/2019
322. Le, Grace	Braille Transcriber TAA NTE 128 hrs (Assist with prep for student lesson)	24 - 15	02/01/2019- 06/07/2019
323. Lee, Polina C.	IF-Special Ed TAA NTE 12 hrs (Accompany student to spring choir concert)	22 - 06	03/11/2019- 03/12/2019
324. Levine, Jodie E.	IF-Special Ed TAA NTE 2 hrs (Accompany class field trip)	22 - 10	04/09/2019
325. Levine, Jodie E.	IF-Special Ed TAA NTE 2.5 hrs (Accompany students to Special Olympics)	22 - 10	03/04/2019
326. Levine, Jodie E.	IF-Special Ed TAA NTE 2 hrs (Accompany student on field trip)	22 - 10	05/29/2019
327. Levine, Jodie E.	IF-Special Ed TAA NTE 2 hrs (Accompany student on field trip)	22 - 10	11/26/2018
328. Lopez, Laura	Preschool Teacher TAA NTE 16.5 hrs (Attend CAT training)	31 - 15	02/19/2019- 03/28/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
329. Lopez, Lucy L.	LVN TAA NTE 42 hrs (Ride bus to and from school with student)	30 - 04	03/01/2019- 03/29/2019
330. Lynch, Michele L.	Elem Library Media Technician TAA NTE 20 hrs (Perform year end close out, debt collection and all cleanup of libraries)	24 - 01	04/01/2019- 06/30/2019
331. Maleki, Yasaman R.	IF-Special Ed TAA NTE 7.5 hpw (Ride bus to and from school with student)	22 - 15	02/01/2019- 03/15/2019
332. Mantecon, Tanya L.	IF-Special Ed TAA NTE 10 hpw (Support for new students)	22 - 03	01/18/2019- 02/14/2019
333. Martinez Barocio, Tania	Blngl Community Svcs Liaison TAA NTE 10 hrs (Provide student and parent support during orientation)	23 - 04	03/03/2019- 06/06/2019
334. Martinez, Irma Y.	Inst Asst-Preschool TAA NTE 40 hrs (Attend various meetings)	22 - 01	01/01/2019- 06/30/2019
335. McBride, Jill M.	Attendance Clerk TAA NTE 21 hrs (Training new attendance clerk)	26 - 01	01/28/2019- 02/08/2019
336. McCann, Kristen J.	IF-Special Ed TAA NTE 16 hrs (Attend CPI training)	22 - 01	01/09/2019- 01/10/2019
337. McLaughlin, Stephanie	LVN TAA NTE 25 hrs (Assist preschool diabetic student)	30 - 04	03/01/2019- 06/07/2019
338. McMains, Kristine M.	IF-Special Ed TAA NTE 10 hpw (Support for new students)	22 - 04	01/18/2019- 02/14/2019
339. Meyer, Julie A.	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany class field trip to the Pilgrim)	20 - 10	03/18/2019
340. Meyer, Julie A.	Inst Asst-Special Ed TAA NTE 2.5 hrs (Accompany students to Special Olympics)	20 - 10	03/04/2019
341. Meyer, Julie A.	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany class field trip)	20 - 10	02/28/2019
342. Miranda, Christine R.	Inst Asst-Special Ed TAA NTE 45 hrs (Provide student intervention assistance)	20 - 01	02/04/2019- 06/06/2019
343. Miranda, Rachael C.	Inst Asst-Special Ed TAA NTE 9 hrs (Attend CPI online training)	20 - 06	01/31/2019- 02/26/2019
344. Miranda, Rachael C.	Inst Asst-Special Ed TAA NTE 16.5 hrs (Attend CAT training)	20 - 06	02/19/2019- 03/28/2019
345. Mundl, Jennifer W.	Elem Library Media Technician TAA NTE 10 hrs. (Perform year end close out, debt collection and all cleanup of libraries)	24 - 03	04/01/2019- 06/30/2019
346. Norland, Connie M.	IF-Special Ed TAA NTE 17.5 hrs (Attend CAT training)	22 - 06	02/19/2019- 03/28/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
347. North, Isabel C.	IF-Special Ed TAA NTE 17.5 hrs (Attend CAT training)	22 - 02	02/19/2019- 03/28/2019
348. Oliva, Jennifer	Elem Library Media Technician TAA NTE 10 hrs. (Perform year end close out, debt collection and all cleanup of libraries)	24 - 02	04/01/2019- 06/30/2019
349. Orange, Angela I.	Elem Library Media Technician TAA NTE 10 hrs. (Perform year end close out, debt collection and all cleanup of libraries)	24 - 02	04/01/2019- 06/30/2019
350. Osterfeld, Kristen M.	IF-Special Ed TAA NTE 9 hrs (Attend CPI online training)	22 - 05	01/31/2019- 02/26/2019
351. Perlow, Amy M.	Elem Library Media Technician TAA NTE 40 hrs (Perform year end close out, debt collection and all cleanup of libraries)	24 - 06	04/01/2019- 06/30/2019
352. Perry-Romero, Alyssa M.	IF-Special Ed TAA NTE 17.5 hrs (Attend CAT training)	22 - 01	02/19/2019- 03/28/2019
353. Perry-Romero, Alyssa M.	IF-Special Ed TAA NTE 65 hrs. (Provide zero period coverage for students)	22 - 01	01/07/2019- 03/29/2019
354. Price, Colleen R.	IF-Special Ed TAA NTE 9 hrs (Attend CPI online training)	22 - 01	01/31/2019- 02/26/2019
355. Puthuff, Colleen C.	Inst Asst-Special Ed TAA NTE 16.5 hrs (Attend CAT training)	20 - 04	02/19/2019- 03/28/2019
356. Rayner, Mehrzad D.	Inst Asst-Preschool TAA NTE 25 hrs (Attend various meetings)	22 - 06	01/01/2019- 06/30/2019
357. Razzazian, Melody	IF-Special Ed TAA NTE 17.5 hrs (Attend CAT training)	22 - 02	02/19/2019- 03/28/2019
358. Razzazian, Melody	IF-Special Ed TAA NTE 9 hrs (Attend CPI online training)	22 - 02	01/31/2019- 02/26/2019
359. Robertson, Frida	MS Campus Supervisor TAA NTE 10 hrs (Attend learning meetings on campus)	23 - 15	02/04/2019- 06/01/2019
360. Romo, Dorothy F.	Inst Asst-Preschool TAA NTE 15 hrs (Attend various meetings)	23 - 01	01/01/2019- 06/30/2019
361. Ruiz, Mary H.	Elem Library Media Technician TAA NTE 20 hrs. (Perform year end close out, debt collection and all cleanup of libraries)	24 - 06	04/01/2019- 06/30/2019
362. Salazar, Sarah L.	IF-Autism TAA NTE 28 hrs (Attend CAT training)	22 - 01	02/19/2019- 03/28/2019
363. Sanj, Maryam	Inst Asst-Preschool TAA NTE 15 hrs (Attend various meetings)	22 - 01	01/01/2019- 06/30/2019
364. Schmitzer, Elizabeth M.	IF-Special Ed TAA NTE 16.5 hrs (Attend CAT training)	22 - 01	02/19/2019- 03/28/2019
365. Sinclair, Jena	HS Campus Supervisor TAA NTE 12 hrs (Help with parking in new parking lot)	25 - 01	02/11/2019- 02/14/2019



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

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Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
366. Smith, Victoria L.	Inst Asst-Special Ed TAA NTE 2.5 hrs (Accompany students to Special Olympics)	20 - 15	03/04/2019
367. Smith, Victoria L.	Inst Asst-Special Ed TAA NTE 2.5 hrs (Accompany class on field trip)	20 - 15	02/12/2019
368. Smyth, Jaclyn R.	Inst Asst-Special Ed TAA NTE 48 hrs (Chaperone science camp)	20 - 06	02/11/2019- 02/13/2019
369. Succi, Megan M.	Elem Library Media Technician TAA NTE 30 hrs (Perform year end close out, debt collection and all cleanup of libraries)	24 - 04	04/01/2019- 06/30/2019
370. Swartz, Jennifer	Elem Library Media Technician TAA NTE 10 hrs (Perform year end close out, debt collection and all cleanup of libraries)	24 - 03	04/01/2019- 06/30/2019
371. Takei, Christina	IF-Special Ed TAA NTE 17.5 hrs (Attend CAT training)	22 - 01	02/19/2019- 03/28/2019
372. Tavernetti, Carmen G.	Bngl Community Svcs Liaison TAA NTE 355 hrs (Help with registration translations)	23 - 06	03/01/2019- 06/30/2019
373. Thomas, Jaclyn	IF-Special Ed TAA NTE 17.5 hrs (Attend CAT training)	22 - 01	02/19/2019- 03/28/2019
374. Thomas, Samantha L.	Elem Library Media Technician TAA NTE 10 hrs (Perform year end close out, debt collection and all cleanup of libraries)	24 - 02	04/01/2019- 06/30/2019
375. Thompson, Angela	IF-Special Ed TAA NTE 5 hpw (Provide group support)	22 - 02	01/24/2019- 02/21/2019
376. Thompson, Angela	IF-Special Ed TAA NTE 5 hpw (Provide group support)	22 - 02	02/25/2019- 03/21/2019
377. Turki, Suzan	Inst Asst-Special Ed TAA NTE 2 hrs (Accompany class on field trip)	20 - 01	02/28/2019
378. Turki, Suzan	Inst Asst-Special Ed TAA NTE 2.5 hrs (Accompany students to Special Olympics)	20 - 01	03/04/2019
379. Vigil, Laura C.	IF-Special Ed TAA NTE 2 hrs (Accompany students to Environmental Nature Center)	22 - 03	05/29/2019
380. Vigil, Laura C.	Inst Asst-Computer Lab TAA NTE 20 hrs (Assist students and teachers in lab)	19 - 03	02/25/2019- 06/06/2019
381. Villarreal, Vanessa A.	IF-Autism TAA NTE 28 hrs (Attend CAT training)	22 - 01	02/19/2019- 03/28/2019
382. Villicana, Elizabeth M.	LVN TAA NTE 2 hpw (Provide LVN services)	30 - 04	02/19/2019- 05/17/2019
383. Winner, Angela M.	IF-Special Ed TAA NTE 5 hpw (Ride bus to and from school with student)	22 - 02	01/07/2019- 02/01/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
384. Winner, Angela M.	IF-Special Ed TAA NTE 5 hpw (Ride bus to and from school with student)	22 - 02	02/27/2019- 04/10/2019
385. Winner, Angela M.	IF-Special Ed TAA NTE 5 hpw (Ride bus to and from school with student)	22 - 02	02/05/2019- 03/05/2019
386. Wong Tam, Jacqueline L.	IF-Special Ed TAA NTE 17.5 hrs (Attend CAT training)	22 - 10	02/19/2019- 03/28/2019
387. Worne, Virginia L.	IF-Special Ed TAA NTE 15 hrs (Provide additional program support)	22 - 20	02/26/2019- 04/09/2019
388. Ybarra, Gigi	Blngl Preschool Teacher TAA NTE 25 hrs (Provide childcare for parenting workshop)	32 - 10	03/06/2019- 04/30/2019

**APPROVE SUBSTITUTE ASSIGNMENTS AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Dates</u>
389. Chambers, Brooke	IF-Special Ed (9.5mo/17.5hpw)	Sub Inst Asst	19 - 02	02/28/2019- 06/06/2019
390. Clark, Vernitra M.	LVN (9.5mo/25hpw)	Sub School Secretary II	29 - 01	02/07/2019- 06/06/2019
391. Criscione, Charleen	Inst Asst-Special Ed (9.5mo/17.5hpw)	Sub IF-Special Ed	22 - 20	01/07/2019- 06/06/2019
392. Farhangpour, Barbara B.	IF-Special Ed (9.5mo/10.5hpw)	Sub Student Supervisor	\$12.00	01/29/2019- 06/06/2019
393. Farhangpour, Barbara B.	IF-Special Ed (9.5mo/10.5hpw)	Sub Inst Asst-Special Ed	20 - 01	01/28/2019- 06/06/2019
394. Lacivita, Candace M.	Inst Asst-Special Ed (9.5mo/17.5hpw)	Sub MS Campus Supervisor	23 - 01	02/14/2019- 06/06/2019
395. Loper, Alison K.	IF-Special Ed (9.5mo/17.5hpw)	Sub MS Library Media Cntr Tech	26 - 01	01/22/2019- 06/06/2019
396. Mackie, Kevin K.	MS Campus Supervisor (9.5mo/17.5hpw)	Sub Inst Asst-Special Ed	20 - 01	09/01/2018- 06/06/2019
397. Mackie, Kevin K.	MS Campus Supervisor (9.5mo/17.5hpw)	Sub IF-Special Ed	22 - 01	09/01/2018- 06/06/2019
398. Rodriguez, Annette N.	Inst Asst-Special Ed Preschool (9.5mo/17.5hpw)	Sub IF-Special Ed	22 - 01	02/28/2019- 06/06/2019
399. Thomas, Jaclyn	IF-Special Ed (9.5mo/17.5hpw)	Sub Inst Asst-Special Ed	20 - 01	02/14/2019- 06/06/2019
400. Walls, Kecia M.	Inst Asst-Special Ed (9.5mo/17.5hpw)	Sub IF-Special Ed	22 - 02	01/28/2019- 06/06/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2019  
Classified Employees

**APPROVE SUBSTITUTE ASSIGNMENTS AS NEEDED (Cont.)**  
**FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Dates</u>
401. Weiss, Karen R.	IF-Special Ed (9.5mo/17.5hpw)	Sub Inst Asst	19 - 04	03/11/2019- 06/06/2019
402. Young, Sharon	Inst Asst-Special Ed (9.5mo/17.5hpw)	Sub IF-Special Ed	22 - 04	02/01/2019- 06/06/2019
403. Zerboni, Lindy	Inst Asst-Special Ed (9.5mo/17.5hpw)	Sub IF-Special Ed	22 - 01	01/25/2019- 03/15/2019

**APPROVE LEAVE OF ABSENCE**

<u>Employee Unique Identifying Number</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Dates</u>
404. 260207	Inst Asst	Student Teaching	02/25/2019- 05/10/2019
405. 245472	Inst Asst-Preschool	Personal	02/26/2019- 06/06/2019
406. 245209	IF-Special Ed	Personal	02/20/2019- 06/06/2019
407. 259178	IF-Special Ed	Personal	03/01/2019- 06/30/2019

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF SPECIAL MEETING  
March 27, 2019  
EDUCATION CENTER – BOARD ROOM

President Jones called the meeting to order at 5:03 p.m.

**Call to Order/  
Adjourn to Closed  
Session  
Closed Session  
Comments**

There were no Closed Session Comments

The Board recessed to Closed Session to discuss: Student Readmission; and Conference with Labor Negotiators.

The Board recessed from Closed Session. The Special Meeting of the Board of Trustees was called to order by President Gila Jones at 6:17 p.m.

**ROLL CALL**

Present: Trustees Hanacek, Holloway, Jones, McNicholas, Pritchard, Reardon and Student Advisor Amirseyedian

Absent: Trustee Bullockus

The Pledge of Allegiance was led by Jeremy Cavallaro.

**Pledge of  
Allegiance**

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

**Permanent Record**

It was moved by Trustee McNicholas and seconded by Trustee Reardon and motion carried by a 6-0-1 vote to adopt the Special Meeting Board agenda.

**Adoption of the  
Board Agenda**

AYES: Trustee Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon  
NOES: None  
ABSENT: Trustees Bullockus

President Jones asked Colleen Hayes, Manager II - Board Operations/Superintendent's Office to read the report out of closed session.

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

**Agenda Item 3A – Student Readmissions**

Trustees voted 4-0-3 to approve staff recommendation.

**Agenda Item 3B - Conference with Labor Negotiators**

Trustees gave direction to staff.

The Board President opened the public hearing for Community Roots Academy Charter School Admission Preferences at 6:19 p.m.

**Public Hearing:  
Community Roots  
Academy Charter  
School Admission  
Preferences  
Agenda Item 1**

President Jones closed the public hearing at 6:20 p.m.

The Board President opened the public hearing for Presentation of Renewal Petition for Oxford Preparatory Academy Charter School at 6:20 p.m.

The following speakers presented on behalf of Oxford Preparatory Academy Charter School:

- *Joseph Haney, President, Board of Directors*
- *Jill Marks, Executive Director*
- *Amy Kernan, Chancellor/Chief Academic Officer*

The following speakers addressed the Board:

- *Andrew Ntzousos, Teacher OPA*
- *Renee Snyder, Parent OPA*
- *Jayce Fukuda, Student OPA*
- *Courtney White, Teacher OPA*
- *Amy Hitzler, Parent OPA*
- *Aiden Agerwol, ASB President/Student OPA*
- *Jeffrey Bird, Grandparent OPA*

President Jones closed the public hearing at 6:52 p.m.

### **CONSENT CALENDAR**

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

After Trustee discussion to consider pulling items 3 and 4 from the Consent Calendar, staff recommended hearing Agenda Item 6 before taking action on the Consent Calendar.

President Jones recognized Susan Holliday, Associate Superintendent, Education Services, to present this item.

It was moved by Trustee Reardon and seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to accept the Superintendent's recommendation to amend with language in Item 4 '*including students of diverse socio economic status in accordance with the law*' and adopt Resolution No. 1819-38, *Resolution of the Board of Trustees to Approve the Charter Renewal Petition of Community Roots Academy Public Charter School Subject to Entry into Memorandum of Understanding*.

AYES: Trustees Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon  
NOES: None  
ABSENT: Trustees Bullockus

**Public Hearing:  
Presentation of  
Renewal Petition  
for Oxford  
Preparatory  
Academy Charter  
School  
Agenda Item 2**

**Consent Calendar**

**Resolution No.  
1819-38, Resolution  
of the Board of  
Trustees to  
Approve the  
Charter Renewal  
Petition of  
Community Roots  
Academy Public  
Charter School  
Subject to Entry  
into Memorandum  
of Understanding  
Agenda Item 6**

It was moved by Trustee Reardon and seconded by Trustee McNicholas and motion carried by a 6-0-1 roll call vote to approve the balance of the Consent calendar with amended language to Agenda Item 4 Community Roots Academy Charter School Admissions Preferences with the Superintendent's recommendation to have it include language as outlined in the agreed upon MOU with Community Roots Academy Charter School.

**Consent Calendar**

AYES: Trustee Hanacek, Holloway, Jones, McNicholas, Pritchard, and Reardon  
NOES: None  
ABSENT: Trustees Bullockus

Trustee Pritchard ask for a Roll Call on Item 6 as opposed to a voice vote since the item was a Resolution.

President Jones asked Colleen Hayes, Manager II Board Operations to call the roll.

AYES: Trustee Hanacek, Holloway, Jones, McNicholas, Pritchard, and Reardon  
NOES: None  
ABSENT: Trustees Bullockus

Approval of Resolution 1819-37 and the Material Revision to the Charter of Community Roots Academy Charter School.

**Resolution No. 1819-37, Resolution of the Board of Trustees to Approve Material Revision to Charter of Community Roots Academy Charter School Agenda Item 3**

Approval of the admissions preferences identified in Community Roots Academy Charter School's (CRA) Charter Petition Renewal in the following priority order 1) Pupils currently attending CRA and pupils who reside in the school District, except as provided for in Education Code § 47614.5; 2) Siblings of currently enrolled students attending CRA; 3) Children of CRA employees (not to exceed 10 percent of total enrollment); and 4) Children who reside within the Crown Valley neighborhood (per District requirement).

**Community Roots Academy Charter School Admissions Preferences Agenda Item 4**

Approval of the March 13, 2019 Regular Board meeting minutes.

**School Board Minutes Agenda Item 5**

It was moved by Trustee McNicholas, seconded by Trustee Reardon and motion carried **Adjournment** by a 6-0-1 to adjourn the meeting.

AYES: Trustee Hanacek, Holloway, Jones, McNicholas, Pritchard and  
Reardon  
NOES: None  
ABSENT: Trustee Bullockus

President Jones announced the meeting adjourned at 7:28 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Colleen Hayes, Manager II, Board Operations/Superintendent's Office*

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF SPECIAL MEETING  
March 29, 2019  
EDUCATION CENTER – BOARD ROOM

President Jones called the meeting to order at 4:03 p.m.

**Call to Order**

**ROLL CALL**

Present: Trustees Hanacek, Jones, McNicholas, Reardon and Student Advisor Amirseyedian

Absent: Trustees Bullockus, Holloway, and Pritchard

Pledge of Allegiance

**Pledge of  
Allegiance**

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

**Permanent Record**

It was moved by Trustee McNicholas and seconded by Trustee Reardon and motion carried by a 4-0-3 vote to adopt the Special Meeting Board agenda.

**Adoption of the  
Board Agenda**

AYES: Trustee Hanacek, Jones, McNicholas, and Reardon  
NOES: None  
ABSENT: Trustees Bullockus, Holloway, and Pritchard

President Jones recognized Pati Romo, Executive Director, Career Technical Education to present this item.

**Letter in Support  
of Assembly Bill  
1303 (AB-1303)  
California Career  
Technical  
Education  
Incentive Grant  
Program and  
Consolidate  
Funding for K-12  
CTE Programs  
Agenda Item 1**

It was moved by Trustee Hanacek and seconded by Trustee McNicholas and motion carried by a 4-0-3 vote for the Board of Trustees to authorize the Superintendent to send a letter to the District's state legislative representatives urging their support of AB-1303.

AYES: Trustee Hanacek, Jones, McNicholas, and Reardon  
NOES: None  
ABSENT: Trustees Bullockus, Holloway and Pritchard

President Jones recognized Kirsten Vital, Superintendent, on behalf of Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item.

**Letter in Support  
of IDEA Full  
Funding Act  
Agenda Item 2**

It was moved by Trustee Reardon and seconded by Trustee McNicholas and motion carried by a 4-0-3 vote for the Board of Trustees to approve a letter of support for the IDEA Full Funding Act.

It was moved by Trustee McNicholas seconded by Trustee Hanacek and motion carried by a 4-0-3 to adjourn the meeting.

**Adjournment**

AYES: Trustee Hanacek, Jones, McNicholas, and Reardon  
NOES: None  
ABSENT: Trustees Bullockus, Holloway and Pritchard



President Jones announced the meeting adjourned at 4:13 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Colleen Hayes, Manager II, Board Operations/Superintendent's Office*

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Mike Beekman, Executive Director, Safety and Student Services

Date: April 25, 2019

Board Item: Second Reading – Board Policy 5153, Questioning

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**HISTORY**

Occasionally there will be a need for law enforcement to question a student on campus for a crime. School Districts need to have policies in place to guide staff when these situations arise. Board Policy 5153, *Questioning*, sets expectations for staff involvement when law enforcement questions a student.

**BACKGROUND INFORMATION**

The proposed revisions to Board Policy 5153, *Questioning*, brings language in alignment with current law. The proposed policy is modeled after the California School Boards Association (CSBA) Model policy. It eliminated repetitive language and directives based on codes that are no longer active.

**CURRENT CONSIDERATIONS**

The CSBA has sample board policies, which are available for Districts to use as a guide for their own policies. The proposed revisions to Board Policy 5153, *Questioning*, reflect appropriate education code, aligns more appropriately to, and reflects current CSBA language. Legal counsel has reviewed the policy. Following approval, staff will train and update sites on the policy.

Staff removed “Apprehension” from the policy and from the title of the policy to align the language with CSBA and with education code. The proposed updated policy language does not specifically address apprehension (which is an action performed by law enforcement agencies). Staff have also included the Trustee recommended changes from the first reading at the March 13, 2019 Board meeting

**FINANCIAL IMPLICATIONS**

None.

**STAFF RECOMMENDATION**

It is recommended the Board President recognize Susan Holliday, Associate Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Board Policy 5153, *Questioning*.

**PREPARED BY:** Mike Beekman, Safety and Student Services

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services

**QUESTIONING ~~AND APPREHENSION~~****Questioning**

The Board of Trustees believes that the safety of District students and staff is essential to achieving the goal of student learning. In accordance with standards specified in law, law enforcement officers may interview and question students on school premises and may remove them when appropriate.

The Superintendent or designee shall collaborate with local law enforcement agencies to establish procedures, which enable law enforcement officers to carry out their duties on school campus, including, when necessary, the questioning and/or apprehension of students.

~~Law enforcement officers have the right to interview students on school premises, as suspects or witnesses. When such an interview is requested a law enforcement officer requests an interview with a student,~~ the principal or designee shall ascertain the officer's identity, official capacity, and the authority under which he/she acts. If the officer needs to interview the student immediately, the principal or designee shall accommodate the questioning in a way that causes the least possible disruption to the school process, gives the student appropriate privacy, and models exemplary cooperation with community law enforcement authorities.

Except in cases of child abuse or neglect, the principal or designee shall notify the student's parent/guardian ~~when as soon as practicable after the a~~ law enforcement officer ~~requests an interview~~interviews a student on school premises.

At the law officer's discretion and with the student's approval, the principal or designee may be present during the interview. ~~The law officer should advise the student that he/she has the right to remain silent, but that he/she is encouraged to cooperate with law enforcement agencies.~~ Administrators will advocate for the legal rights of students suspected of a crime.

Administrations will ensure that law enforcement complies with Welfare and Institutions Code section 625.6. Effective January 1, 2018, Welfare and Institutions Code section 625.6 mandates that juveniles under the age of 16 consult with counsel prior to custodial interrogation and prior to any Miranda waivers. Prior to a custodial interrogation by law enforcement, and before the waiver of any Miranda rights, a youth 15 years of age or younger shall consult with legal counsel in person, by telephone, or by video conference. The consultation may not be waived. This statute pertains only to a suspect of a crime, not a witnesses or victims. If the officer reasonably believes the information sought is necessary to protect life or property from an imminent threat, the officer may proceed without legal consultation.

**QUESTIONING ~~AND APPREHENSION~~**

~~If in the course of the interview it appears necessary to remove the student so that he/she may better aid the police elsewhere, the principal is empowered to release the student from school without first obtaining parental consent. Attorney General Opinions cite the Code of Regulations, Title 5, Section 303 as authorization for this action, which is considered as responding to an emergency. (34 Ops. Cal. Atty. Gen. 93; 54 Ops. Cal. Atty. Gen. 96)~~

~~If in the course of the interview the law officer finds it necessary to remove the student from school so as to better aid the investigation, the principal or designee shall first ascertain the reason for such action. Upon releasing the student, the principal or designee shall immediately inform the student's parent/guardian.~~

The school shall keep a record of any interviews of students by law officers on school premises. Such records shall include the name and identifying number of the officer, the agency employing the officer, the time when he/she arrived and left, the fact that the principal or designee was or was not present during the interview, and any other pertinent information.

If a minor student is removed from school into the custody of law enforcement, the principal or designee shall immediately notify the parent/guardian or responsible relative regarding the student's release and the place to which he/she is reportedly being taken, except when the minor has been taken into custody as a victim of suspected child abuse. (Education Code § 48906)

**Apprehension**

~~When a site administrator releases a student into the custody of a law enforcement officer, he/she shall immediately notify the parent/guardian or responsible relative of the student's release and the place to which the student is reportedly taken, except in cases of suspected child abuse.~~

~~Whenever a student is suspected of being a victim of child abuse and is being removed from the school premises, the Superintendent or designee must give the telephone number and address of the student's parent/guardian to the law enforcement officer. The officer then has the responsibility of immediately notifying the parent/guardian.~~

~~(cf. 5171—Child Abuse and Neglect)~~

~~Personnel responsible for releasing a student from school custody shall exercise extreme diligence to prevent such release to any unauthorized or unidentified person.~~

~~(cf. 5176—Safety)~~

**QUESTIONING ~~AND APPREHENSION~~**

~~Police officers, officers of the juvenile court, and other authorized law enforcement officials have an absolute right to enter a school to take a student into custody or to make a lawful arrest of a student. The officer shall display either an authorization order signed by a judge of the juvenile court or a warrant for the student's arrest.~~

~~A warrant shall not be necessary if the officer has reason to believe that the student committed a violation of law and makes an oral statement to this effect, as witnessed by one or more school employees.~~

~~If the student is arrested, the principal or designee shall release the student into the custody of the officer and shall immediately telephone the parent/guardian or responsible relative. (Education Code 48906)~~

~~The principal or designee shall record the time(s) of contact or attempted contact with the parent/guardian.~~

~~If, after reasonable effort, contact has not been made by telephone, a letter shall be mailed to the parent/guardian on the same day the student was arrested. The letter will contain information regarding the student's release, the place to which he/she was reportedly taken, and the time(s) of attempted contact with the parent/guardian.~~

The Superintendent or designee shall immediately be notified of the student's arrest. This initial verbal notice will be followed by a written report by the principal or designee and shall include the date and time of arrest, the identity, badge number and official capacity of the officer, the authority under which he/she acts, and the reason for release.

**Subpoenas**

Although subpoenas may legally be served at school on students age 12 or older, the Board believes that serving officials should be strongly urged to serve subpoenas at the home of the student whenever possible. When a subpoena is served at school, the principal or designee shall take reasonable steps to protect the student's privacy rights and to minimize loss of class time for the student.~~Although police officers have the legal right to serve a subpoena at school, the District believes that serving officials should be strongly urged to serve subpoenas at the home of the student whenever possible. In all of these situations, every possible step should be taken to ensure a minimum of embarrassment or loss of class time for the student.~~

*Legal Reference:*

EDUCATION CODE

44807 Duty concerning conduct of pupils

48264 Arrest of truants

**QUESTIONING ~~AND APPREHENSION~~**48265 Delivery of truant48902 Notice to law enforcement authorities48906 Release of minor pupil to peace officers; notice to parent, guardian48909 Narcotics and other hallucinogenic drugs (re arrest)CODE OF CIVIL PROCEDURE416.60 Service of summons or complaint to a minorPENAL CODE830-832.17 Peace officers1328 Service of subpoenaWELFARE AND INSTITUTIONS CODE627 Custody of minorCODE OF REGULATIONS, TITLE 5303 Duty to remain at schoolCOURT DECISIONS~~Camreta v. Greene, (2011) 131 S.Ct. 2020~~~~People v. Lessie, (2010) 47 Cal. 4th 1152~~~~In re William V., (2003) 111 Cal.App.4th 1464~~ATTORNEY GENERAL OPINIONS54 Ops. Cal. Atty. Gen. 96 (1971)34 Ops. Cal. Atty. Gen. 93 (1959)Management Resources:WEB SITESCalifornia Department of Justice, Office of the Attorney General: <http://oag.ca.gov>44807Duty concerning conduct of pupils—— 48264 Arrest of truants—— 48265 Delivery of truant—— 48902 Notice of law authorities—— 48906 Release of minor pupil to peace officers; notice to parent, guardian or relative—— 48909 Narcotic and other hallucinogenic drugs (re arrest)—— PENAL CODE—— 830-832.8 re peace officers—— 833-851.85 re arrests—— 1328 Service of subpoena—— CODE OF REGULATIONS, TITLE 5—— 303 Duty of Remain at School—— People v. Burton (1971) 6 Ca. 3D 375—— In re Donaldson 269 Cal. App. 2d 509—— In the matter of Paul P., 85 Daily Journal D.A.R. 2594—— 32 Ops. Cal. Atty. Gen. 46

Students

BP 5153(e)

**QUESTIONING ~~AND APPREHENSION~~**

~~*34 Ops. Cal. Atty. Gen. 93*~~

~~*54 Ops. Cal. Atty. Gen. 96*~~

Policy  
adopted: August 18, 1997

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California



CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services

Date: April 25, 2019

Board Item: Resolution No. 1819-39, Funding for Children with Disabilities

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**HISTORY**

The current Special Education Local Planning Area (SELPA) funding model is based on California legislation passed in 1997, AB 602 that implemented a census-based special education funding structure. The formula allocates funding based on a SELPA's total average daily attendance (ADA), with the remainder distributed based on specific circumstances, rather than on the number of students identified to receive special education services.

**BACKGROUND INFORMATION**

There are significant special education program fiscal challenges facing California school districts. Special education expenditures have increased faster than special education funding and SELPA base rates are not equitable throughout the state.

**CURRENT CONSIDERATIONS**

AB 428 focuses on several of the key fiscal issues, including addressing special education funding equity by leveling up the base AB 602 funding rates to the 95<sup>th</sup> percentile over a five-year period, establishing a funding formula within AB 602 for programs serving preschoolers with disabilities, creating a mechanism within AB 602 that provides additional funding for students with significant high-cost disabilities, and addressing SELPA declining enrollment.

**FINANCIAL IMPLICATIONS**

There is no financial impact to adoption of Resolution No. 1819-39.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees adopt Resolution No. 1819-39, Funding for Children with Disabilities.

**PREPARED BY:** Clark Hampton, Deputy Superintendent, Business and Support Services

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1819-39**

**FUNDING FOR CHILDREN WITH DISABILITIES**

*WHEREAS*, special education is a federal and state mandated education program that entitles children with disabilities to receive a free appropriate public education; and

*WHEREAS*, California provides educational services to more than 700,000 children with identified disabilities; and

*WHEREAS*, California's neutral funding formula (Assembly Bill [AB] 602) does not adequately or equitably provide the necessary funding to pay for the increasing costs of providing educational services to students with disabilities; and

*WHEREAS*, special education AB 602 funding rates among Special Education Local Plan Areas (SELPA) vary considerably without justification; and

*WHEREAS*, the Legislative Analyst's Office has consistently recommended that the Legislature equalize special education AB 602 funding rates; and

*WHEREAS*, there has been a significant increase in the population of preschool-age children with autism, many of whom require intensive services; and

*WHEREAS*, California does not fund average daily attendance (ADA) or special education services for preschool-aged children with disabilities; and

*WHEREAS*, preschool-age children with disabilities who receive high-quality care and education before kindergarten are 40 percent to 60 percent less likely to need special education interventions when they reach school age; and

*WHEREAS*, funding preschool programs for children with disabilities provides educational and social benefits that results in significant future cost savings to state and local educational agencies (LEAs); and

*WHEREAS*, in March 2015, the California Statewide Special Education Task Force issued a report recommending the state establish a new preschool funding mechanism and equalize AB 602 base funding rates; and

*WHEREAS*, the current amount of funding for students with significant disabilities, such as autism, blindness, deafness or severe orthopedic impairments, is far below amounts necessary to support their education; and

*WHEREAS*, the cost of materials, equipment, technology, and/or specialized services necessary for these students far exceed the per-ADA amount provided, with the average costs estimated at \$17,600 and can be as high as \$40,000; and

*WHEREAS*, the Governor's 2019-2020 State Budget proposal attempts to address the needs for students with disabilities for a small subset of LEAs, but does not propose any additional funding for these critical special education funding issues statewide; and

*WHEREAS*, AB 428 (Medina, D-Riverside) would increase and equalize AB 602 base funding rates, establish a funding mechanism for preschool programs for children with disabilities, provide additional funding for students with the most intensive needs, and address declining enrollment SELPAs; and

*WHEREAS*, the Capistrano Unified School District supports increased funding for special education equalization, the creation of a preschool funding mechanism for children with disabilities, and additional resources for students with high-cost disabilities as proposed in AB 428 (Medina); and

*NOW, THEREFORE BE IT RESOLVED* that the Board of Trustees of the Capistrano Unified School District urges Governor Gavin Newsom and the California State Legislature to support and fund AB 428 (Medina).

*PASSED AND ADOPTED* by the Board of Trustees of the Capistrano Unified School District on April 25, 2019, by the following vote:

AYES	( )
NOES	( )
ABSTAIN	( )
ABSENT	( )

I, Patricia Holloway, of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 25<sup>th</sup> day of April 2019, by a roll call vote.

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Patricia Holloway  
Clerk of the Board of Trustees

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Kirsten M. Vital  
Superintendent  
Secretary of the Board of Trustees

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: April 25, 2019

Board Item: Board Action to Adopt District's Initial Proposal to Capistrano Unified Education Association for 2019-2020 Negotiations

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**HISTORY**

This is a standing item that is presented to the Board of Trustees on an as needed basis.

**BACKGROUND INFORMATION**

In 1975, the California Legislature enacted the Education Employment Relations Act (EERA). The EERA establishes a system of labor relations for employees employed by school districts.

The EERA provides that a public school employer or such representatives as it may designate shall meet and negotiate with and only with representatives of employee organizations selected as exclusive representatives of appropriate units upon request with regard to matters within the scope of representative.

BP 4143.1(a) Public Notice – Issues of Meeting and Negotiations outlines the following procedures:

- All initial proposals shall be presented at a public meeting of the Board and thereafter shall be public record.
- After the public has had the opportunity to express itself, the Board shall, at a meeting which is open to the public, adopt its initial proposal.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the draft initial proposal from Capistrano Unified School District (CUSD) to the Capistrano Education Association (CUEA) for negotiations for the 2019-2020 fiscal year.

**FINANCIAL IMPLICATIONS**

There is no fiscal impact.

**STAFF RECOMMENDATION**

No recommendation. Information/discussion only.

**PREPARED BY:** Tim Brooks, Associate Superintendent, Human Resource Services



## Capistrano Unified Education Association

27422 Aliso Creek Road, Ste 100 Aliso Viejo, CA 92656 949-900-2280 [www.cuea.org](http://www.cuea.org)

March 29, 2019

Tim Brooks  
Associate Superintendent, Human Resource Services  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Dear Tim:

The Capistrano Unified Education Association (CUEA) submits the following as their initial proposal for a successor agreement as per Article 12.1 in the collective bargaining agreement between CUSD and CUEA.

### Article 1 – Designation of Parties and Length of Agreement

- Amend term of agreement

### Article 4 – Organizational Security

- Amend agency fee/fair share language to reflect current law

### Article 5 – Hours of Employment

- Provide more time in workday to prepare and plan for district programs/curriculum, report cards, parent conferences, IEPs, grading District assessments, etc.
- Provide compensation for time spent working beyond the contractual work day
- Clarify how members are compensated for substituting for another members' class or caseload
- Lessen the amount of elementary and middle school duties on an equitable basis
- Minimize the impact of combination classes on students and teachers
- Address new or additional job responsibilities
- Increase the ability for members to determine how best to use ACE time

### Article 6 – Safety Conditions of Employment

- Provide for more communication to members regarding the status of safety/maintenance work order requests
- Provide a safer working environment for staff and students

### Article 8 – Class Size

- Provide additional assistance/support to members for students with disruptive/violent behaviors
- Decrease class size/caseloads
- Provide guidelines about Co-teaching and MTSS assignments in order to better support teachers and students

Article 9 – Transfer and Reassignment of Personnel

- Ensure that the surplus transfer process is fair and equitable
- Provide current employees priority in voluntary transfer openings

Article 11 – Association Rights

- Amend language regarding new employee orientations, new employee onboarding, and employer neutrality
- Provide for a designated day each week for CUEA to conduct association business without conflicting with district scheduled meetings or trainings

Article 13 – Health and Welfare Benefits

- Increase health and welfare benefit compensation
- Provide a process regarding vendor access

Article 14 – Wages

- Amend contract regarding approval and submission of units for column advancement
- Clarify the process regarding initial placement and transcript receipt
- Increase compensation to offer competitive wages
- Update co-curricular schedule to reflect current needs
- Provide payment of induction fees for beginning teachers
- Remove or amend outdated language

Article 16 – Grievance Procedures

- Provide binding arbitration

Article 20 – School-Based Management and Shared Decision-making

- Provide a process for implementation of programs/curriculum to ensure successful roll-out to students and staff
- Define the process and subjects of site-based shared decision making process

Article 23 – Extended Day Kindergarten

- Update contract with implementation decisions reached at the EDK Committee
- Provide additional support for EDK classes
- Provide priority transfer rights to EDK teachers

MOU

- Evaluate and incorporate all active MOUs into the body of the collective bargaining agreement

It is CUEA's intent to meet and negotiate sufficiently in advance of the end of the current agreement in order for a new agreement to be reached per state law.

Please contact me at your earliest convenience to schedule negotiation sessions.

Sincerely,



Christine Balentine  
CUEA Executive Director  
Capistrano Unified Education Association



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9200/FAX: 496-7681 [www.capousd.org](http://www.capousd.org)

## BOARD OF TRUSTEES

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KIRSTEN M. VITAL

March 29, 2019

Capistrano Unified Education Association  
27422 Aliso Creek Road #100  
Aliso Viejo, CA 92656

Attention: Joy Schnapper, CUEA President  
Christine Balentine, CTA Executive Director

Dear Joy and Christine

Per the collective bargaining agreement and applicable state law, Capistrano Unified School District submits the following Articles as our initial proposal for negotiations with CUEA for the 2019-2020 fiscal year:

- Article 13: Health and Welfare Benefits
- Article 14: Wages (and related schedules and appendices)

Mindful of State and District economic projections, revenue realities under the Local Control Funding Formula, and recently completed negotiations and discussion with CUEA regarding total compensation for 2016-2019, the District proposes to extensively explore total compensation for the 2019-2020 school year.

- Article 5: Hours of Employment

The District proposes to explore and amend this Article as necessary to provide greater impact of time in relation to student achievement.

- Article 7: Evaluations

The District proposes to explore and amend this Article in order to reflect current school calendar dates in relation to evaluation timelines.

The District also desires to make multiple alterations to the contract related dates, school years, and other

## SERVING THE COMMUNITIES OF:

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items of a "clean up" nature. The District reserves its right to amend these proposals and/or to introduce new subjects of negotiations during the course of bargaining in conformance with the requirements of Government Code section 3547(d).

The District is also intent on addressing current MOUs to determine their continuation beyond the 2018-2019 school year, as necessary.

The District looks forward to constructive and collaborative negotiations with the Association.

This initial proposal is being presented at the regularly scheduled School Board Meeting of April 25, 2019, in order to fulfill the public notice requirement per Government Code 3547(d).

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Brooks", with a stylized flourish at the end.

Tim Brooks  
Associate Superintendent  
Human Resource Services