

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

May 20, 2020

Closed Session 4:30 p.m.
Open Session 7:00 p.m.

AGENDA

Due to the nature of the COVID-19 pandemic and in accordance with Governor Newsom's Executive Order N-29-20, issued on March 17, 2020, the Board members will have the option to attend the meeting and take action on any item telephonically. Members of the public may live stream the meeting from our District website at CAPOUSD.org by registering and clicking [here](#).

The District has also provided the following option for the public to address the Board telephonically. If you wish to address the Board telephonically on any agenda item, you may do so by registering before the start of the item on the evening of May 20, 2020. Detailed guidelines and information on what to do if you wish to address the Board of Trustees, is provided at the end of this agenda. Please follow the instructions to register provided by clicking [here](#).

CLOSED SESSION AT 4:30 P.M.

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

A. PUBLIC HEALTH EMERGENCY

Consultation with Agency Counsel
Attorney – Anthony De Marco
(Pursuant to Government Code § 54957(a))

EXHIBIT A-1

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Gregory Merwin/Kathy Purcell
Attorney – Justin Shinnfield
Significant Exposure to Litigation – Four Cases
ADR Case Number 20190619
ADR Case Number 20200421
ADR Case Number 20200424
ADR Case Number 20200430
(Pursuant to Government Code § 54956.9(d)(2))

EXHIBIT B-1
EXHIBIT B-2
EXHIBIT B-3
EXHIBIT B-4

C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Gregory Merwin/Kathy Purcell
Attorney – Justin Shinnfield
Significant Exposure to Litigation – One Case
OAH Case Number 2019120601
(Pursuant to Government Code § 54956.9(d)(1))

EXHIBIT C-1

D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

District Negotiators: Kirsten M. Vital/Clark Hampton/John Forney
Attorney – Andreas Chialtas
Consultant – Lorrie Ruiz
Property: PA-3 K-8 School No. 2 an approximate 20-acre school site
Negotiating Party: Mike Balsamo/Elise Milington of Rancho Mission Viejo, LLC

EXHIBIT D-1

Property: Pacifica San Juan property. 7.292 acre property located at the north east corner of Camino Las Ramblas and Avenida California **EXHIBIT D-2**
Negotiating Party: One or more potential buyers for the Property who may purchase the Property through a request for proposals process

Under Negotiation: Price and Terms of Payment
(Pursuant to Government Code § 54956.8)

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)

EXHIBIT E-1
EXHIBIT E-2

F. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT

Tim Brooks
Principal, Elementary School
Principal, Middle School
(Pursuant to Government Code § 54957)

EXHIBIT F-1
EXHIBIT F-2
EXHIBIT F-3

G. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Tim Brooks
Three Cases
(Pursuant to Government Code § 54957)

EXHIBIT G-1
EXHIBIT G-2
EXHIBIT G-3

H. PUBLIC EMPLOYMENT AND EVALUATION OF PERFORMANCE

Superintendent
(Pursuant to Government Code § 54957(b))

EXHIBIT H-1

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

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARING

CUSD will be taking public hearing comments telephonically. To register to call-in for comment please click [here](#).

1. **PUBLIC HEARING: INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY LANGUAGE ARTS/MANDARIN IMMERSION PROGRAM, GRADE 9, AND SECONDARY INTRODUCTION TO STATISTICS AND MATH FOR THE COLLEGE BOUND, GRADES 10-12:** Page 1
EXHIBIT 1

The Board will conduct a public hearing on instructional materials recommended for adoption: secondary Language Arts/Mandarin Immersion Program, grade 9 and secondary Introduction to Statistics and Math for the College Bound, grades 10-12. Copies of the materials were offered to the public for inspection by appointment while the District continues to follow state and local social distancing rules.

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 the item, and after hearing any speakers, formally close the public 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

2. **DONATION OF FUNDS AND EQUIPMENT:** Page 3
EXHIBIT 2

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$170,803.34 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

3. **PURCHASE ORDERS, COMMERCIAL WARRANTS AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 5
EXHIBIT 3

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 \$4,686,859.46 and the commercial warrants total \$11,503,222.49. 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

4. **INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:** Page 82
EXHIBIT 4

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 seven new agreements totaling \$88,660 and eight amendments to existing agreements totaling \$135,917.

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*

- 5. CHANGE ORDER NO. 1, BID NO. 1920-04, ALISO NIGUEL HIGH SCHOOL STEM BUILDING PROJECT:** Page 214
EXHIBIT 5
Approval of Change Order No. 1, Bid No. 1920-04 for the Aliso Niguel High School STEM Building Project related to internet drops and tile specifics adjustments made in order to meet District standards. 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 \$10,954,576. The new contract sum including Change Order No. 1 is \$10,969,319.80 funded by CFD 87-1 and if necessary, earned interest and land sale revenue. With this change order, the project remains under budget.
Contact: *Clark Hampton, Deputy Superintendent, Business and Support Services*
- 6. ADDENDUM TO TRANSPORTATION CONTRACTOR AGREEMENT – AMERICAN LOGISTICS COMPANY, LLC:** Page 238
EXHIBIT 6
Approval of Addendum to Transportation Contractor Agreement with American Logistics Company to enable the contractor to be paid for transportation for days schools are closed pursuant to language in Senate Bill 117 § 1 (b) and establishing criteria for payment. The addendum was developed in conjunction with the Orange County Department of Education and other Orange County districts. The agreement is effective March 16, 2020 through June 30, 2020 and the associated costs are already included in the special education or transportation budget for the year.
Contact: *Clark Hampton, Deputy Superintendent, Business and Support Services*
- 7. CHARTER FACILITIES AGREEMENT FOR 2020-2025 – JOURNEY SCHOOL:** Page 265
EXHIBIT 7
Approval of Charter Facilities Agreement with Journey School to enter into an in-lieu arrangement where Journey will occupy the Foxborough Elementary School campus for the 2020-2021 school year through the 2024-2025 school year. Terms of this agreement include the use of the space described and depicted in Exhibit A, for a five-year term of July 1, 2020 to June 30, 2025. The agreement has been reviewed and approved by the District's legal counsel.
Contact: *Clark Hampton, Deputy Superintendent, Business and Support Services*
- 8. CHARTER FACILITIES AGREEMENT FOR 2020-2021 – OCASA COLLEGE PREP:** Page 290
EXHIBIT 8
Approval of Charter Facilities Agreement with OCASA College Prep (OCP) to enter into an in-lieu arrangement where OCP will occupy space at 31522 El Camino Real in San Juan Capistrano (formerly the College and Career Advantage campus) in the 2020-2021 school year. Terms of this agreement include the use of the space described and depicted in Exhibit A, for a one-year term of July 1, 2020 to June 30, 2021. The agreement has been reviewed and approved by the District's legal counsel.
Contact: *Clark Hampton, Deputy Superintendent, Business and Support Services*

CURRICULUM AND INSTRUCTION

- 9. AGREEMENT WITH CHILD360 FOR CONSULTING SERVICES:** Page 316
EXHIBIT 9
Approval of the ratification of the agreement with Child360 to provide consulting services to support the analysis and review of early childhood programming in the District, April 22, 2020 through May 12, 2020. Through this agreement, expert consultants in the field of early childhood learning will examine current programming and services to provide an analysis and recommendation regarding future planning to integrate early childhood programming into the larger elementary program.

The analysis will center on efficiencies, integration, compatibility and technical capacity to further support the success of early childhood students in the District. Expenditures under this agreement are \$24,000 funded by general funds.

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

10. MEMORANDUM OF UNDERSTANDING WITH JOURNEY SCHOOL:

Page 329

EXHIBIT 10

Approval of the Memorandum of Understanding (MOU) with Journey School. The District's Board of Trustees approved Journey's charter in 2000 with subsequent five-year renewals in 2005, 2010, and 2015. Journey School submitted a fourth charter renewal petition to the District on January 15, 2020. The District's Board approved a fourth renewal on March 18, 2020 for a five-year term, commencing July 1, 2020, subject to Journey's agreement to enter into an MOU addressing the conditions set forth in Resolution No. 1920-43, adopted on March 18, 2020. The District and Journey 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 Journey to become part of the approved charter.

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

HUMAN RESOURCE SERVICES

11. STUDENT TEACHING PLACEMENT AGREEMENT WITH UNIVERSITY OF NORTHERN COLORADO:

Page 335

EXHIBIT 11

Approval of the Student Teaching Placement Agreement with University of Northern Colorado, effective July 1, 2020 and expiring June 30, 2021. During the school year, credential candidates will work with District teachers to fulfill practicum/fieldwork requirements to earn their credential.

Contact: *Tim Brooks, Associate Superintendent, Human Resource Services*

12. RESOLUTION NO. 1920-52, NON-REELECTION OF TEMPORARY CERTIFICATED EMPLOYEES:

Page 338

EXHIBIT 12

Adoption of Resolution No. 1920-52, Non-Reelection of Temporary Certificated Employees. Education Code §§ 44909, 44918 and 44920 permit school districts to hire certificated employees on temporary contracts. The District has appropriately classified 119 certificated employees as temporary for the 2019-2020 school year. These employees are replacing other employees on leave, are serving in programs with expiring categorical funding sources, or are placeholders for regular employees who are released from their normal assignments to work in a categorical program. Education Code § 44954 requires the Board to notify temporary employees in a position requiring certification qualification of the District's decision to release the employees from such positions prior to the next school year. The temporary release of employees, as presented in this item, is an annual process the District must utilize to ensure permanent teachers funded through categorical resources and permanent teachers on leaves of absence have a position for the succeeding school year. As the District begins staffing for the 2020-2021 school year, decisions will be made regarding how many permanent teachers will be funded through categorical resources as well how many permanent teachers will request leaves of absence, part-time contracts, and partnership assignments. As permanent teachers "temporarily" vacate their positions, temporary teachers may be rehired.

Contact: *Tim Brooks, Associate Superintendent, Human Resource Services*

13. RESIGNATIONS/RETIREMENTS/EMPLOYMENT - CERTIFICATED EMPLOYEES:

Page 344

EXHIBIT 13

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*

14. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT - CLASSIFIED** Page 349
EMPLOYEES: EXHIBIT 14
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

15. **SCHOOL BOARD MINUTES:** Page 358
Approval of the April 29, 2020 Regular Board meeting minutes. EXHIBIT 15
Contact: Colleen Hayes, Manager II, Board Operations/Superintendent's Office

DISCUSSION/ACTION ITEMS

16. **CAPITOL ADVISORS GROUP, LLC PRESENTATION:** INFORMATION/
The District currently has a contract with Capitol Advisors Group, LLC, a legislative DISCUSSION
consulting, and advocacy firm, providing strategic counsel and assistance in developing Page 370
mutually beneficial partnerships. Capitol Advisors provides professional consulting EXHIBIT 16
services related to legislative, administrative, and regulatory guidance. Representatives from the Capitol Advisors Group are returning to the May 20, 2020 Board meeting to share what is currently taking place in Sacramento regarding the impacts to our District based on the Governor's May Revise 2020-2021 budget due to COVID-19.
CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.
Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

It is recommended the Board President recognize Kirsten Vital, Superintendent, to present this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

17. **RESOLUTION NO. 1920-54, AUTHORIZATION OF TEMPORARY INTERFUND DISCUSSION/
TRANSFERS:** ACTION
Education Code § 42603 authorizes the Board of Trustees to temporarily transfer money Page 371
held in any fund to another fund for payment of obligations by the District. Amounts EXHIBIT 17
transferred will be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Due to the nature of the current budget situation, it is necessary to secure flexibility to balance cash flow during the 2020-2021 school year. This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the general fund and various other District funds.
CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

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. 1920-54, Authorization of Temporary Interfund Transfers.

Motion by _____ Seconded by _____

18. GOVERNOR'S MAY REVISE FOR FISCAL YEAR 2020-2021:

In mid-May, the Governor released his May Revise for fiscal year 2020-2021. Trustees will be provided with a brief presentation about the impact of the May Revise on the 2020-2021 budget.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation

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

**INFORMATION/
DISCUSSION**
Page 374
EXHIBIT 18

19. RESOLUTION NO. 1920-56, RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION SPECIFICATIONS OF THE ELECTION ORDER:

Adoption of Resolution No. 1920-56, pertaining to the election of Trustees to serve in Trustee Area 1 (Amy Hanacek), Trustee Area 2 (Jim Reardon), Trustee Area 3 (Patricia Holloway), and Trustee Area 5 (Trustee Castellanos), will consolidate the Trustee election with the federal, state, and municipal elections to be held on November 3, 2020. The financial impact for the election expenses will be included in the 2020-2021 budget.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.
Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

It is recommended the Board President recognize Kirsten M. Vital, Superintendent, to present this item.

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1920-56, Resolution and Order of Biennial Trustee Election and Specifications of the Election Order.

Motion by _____ Seconded by _____

**DISCUSSION/
ACTION**
Page 376
EXHIBIT 19

20. SECOND READING - BOARD POLICY 5150, DISCIPLINE:

The proposed revisions to Board Policy 5150, *Discipline*, bring the policy in alignment with current law. The proposed policy is modeled after the California School Boards Association's model policy. The revisions eliminate unnecessary language and directives based on codes that are no longer active. Staff made redactions to this policy as per legal counsel's guidance. The redacted sections will be placed in the Student Discipline Handbook or Discipline Matrix, as school discipline laws change frequently. Legal counsel has reviewed the policy. Additional changes were made, as requested by Trustees at the April 29, 2020 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

Staff Recommendation

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

**DISCUSSION/
ACTION**
Page 380
EXHIBIT 20

Following discussion, it is recommended the Board of Trustees approve Board Policy 5150, *Discipline*.

Motion by _____ Seconded by _____

21. SECOND READING - BOARD POLICY 5152, SUSPENSION AND EXPULSION/DUE PROCESS: **DISCUSSION/ ACTION**

The proposed revisions to Board Policy 5152, *Suspension and Expulsion/Due Process*, bring the policy in alignment with current law. The proposed policy is modeled after the California School Boards Association's model policy.

Page 390
EXHIBIT 21

The revisions eliminate unnecessary language and directives based on codes that are no longer active. Staff made redactions to this policy as per legal counsel's guidance, as school discipline laws change frequently. Legal counsel has reviewed the policy. Additional changes were made, as requested by Trustees at the April 29, 2020 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

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 5152, *Suspension and Expulsion/Due Process*.

Motion by _____ Seconded by _____

22. THIRD READING – BOARD POLICY 6145, EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES: **DISCUSSION/ ACTION**

The proposed revisions to Board Policy 6145, *Extracurricular and Co-curricular Activities*, ensure the policy is aligned with current legal requirements and District practices. Changes are underlined; deletions are struck through.

Page 400
EXHIBIT 22

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 recognize Susan Holliday, Associate Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Board Policy 6145, *Extracurricular and Co-curricular Activities*.

Motion by _____ Seconded by _____

23. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY EXPOSITORY READING AND WRITING CURRICULUM, GRADE 12: **DISCUSSION/ ACTION**

A Districtwide teacher committee has recommended the adoption of the following secondary Expository Reading and Writing Curriculum supplemental novel, grade 12: *The Distance Between Us* ©2012 by Reyna Grande, Washington Square Press. This title has been approved by the Instructional Materials Review Committee.

Page 407
EXHIBIT 23

The estimated cost to implement this adoption is \$40,000 funded by District lottery funds.
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 recognize Susan Holliday, Associate Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the adoption of the secondary Expository Reading and Writing Curriculum supplemental novel, grade 12: *The Distance Between Us* ©2012 by Reyna Grande, Washington Square Press.

Motion by _____ Seconded by _____

24. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY INTRODUCTION TO STATISTICS/MATH FOR THE COLLEGE BOUND, GRADES 10-12: **DISCUSSION/ ACTION**
Page 410
EXHIBIT 24

A Districtwide teacher committee has recommended the adoption of *Statistics and Probability with Applications* ©2017 Bedford, Freeman, and Worth, grades 10-12. These instructional materials have been approved by the Instructional Materials Review Committee. The estimated cost to implement this adoption is \$73,000 funded by District lottery funds.

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 recognize Susan Holliday, Associate Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the adoption of *Statistics and Probability with Applications* ©2017 Bedford, Freeman, and Worth, grades 10-12.

Motion by _____ Seconded by _____

25. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY LANGUAGE ARTS/MANDARIN IMMERSION PROGRAM, GRADE 9: **DISCUSSION/ ACTION**
Page 413
EXHIBIT 25

Capistrano Valley High School has recommended the adoption of the following secondary Language Arts/Mandarin Immersion Program instructional materials, grade 9: *Zhen Bang! Level 3* ©2019 EMC Publishing and *Easy Steps to Chinese Level 6* ©2009 Beijing Language and Culture University Press. These materials have been approved by the Instructional Materials Review Committee. The estimated cost to implement this adoption is \$23,683 funded by District lottery funds.

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 recognize Susan Holliday, Associate Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the adoption of the following secondary Language Arts/Mandarin Immersion Program instructional materials, grade 9: *Zhen Bang! Level 3* ©2019 EMC Publishing and *Easy Steps to Chinese Level 6* ©2009 Beijing Language and Culture University Press.

Motion by _____ Seconded by _____

26. RESOLUTION NO. 1920-58, RESOLUTION EXPRESSING THE DESIRE OF THE BOARD OF TRUSTEES THAT ALL TEACHERS HONOR INDIVIDUAL STUDENT REQUESTS FOR CREDIT / NO CREDIT GRADES:

It has come to the attention of the Board of Trustees that there are CUSD students whose class grade was low at the “earlier reporting period prior to the closure,” but who are not experiencing success at raising the grade for reasons related to the school closure and that are beyond their control; and students are not truly held “harmless for their spring grades” unless teachers accede to requests for CR/NC grades.

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

Contact: Gila Jones, Clerk of the Board

Contact: Jim Reardon, Board President

Staff Recommendation

It is recommended the Board President recognize Gila Jones, Clerk of the Board.

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1920-58, Resolution Expressing the Desire of the Board of Trustees that All Teachers Honor Individual Student Requests for Credit/No Credit Grades.

Motion by _____ Seconded by _____

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, JUNE 17, 2020, 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

**DISCUSSION/
ACTION**

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EXHIBIT 26

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

If you wish to register to be a public speaker, please register by clicking [here](#).

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

May 20, 2020

**PUBLIC HEARING: INSTRUCTIONAL MATERIALS RECOMMENDED FOR
ADOPTION: SECONDARY LANGUAGE ARTS/MANDARIN IMMERSION
PROGRAM, GRADE 9 AND SECONDARY INTRODUCTION TO STATISTICS AND
MATH FOR THE COLLEGE BOUND, GRADE 10-12:**

Instructional materials are on display for public inspection at the Capistrano Unified School District, Instructional Materials Center, between the hours of 8:30 a.m. and 3:30 p.m.

Please note, there is no additional supporting documentation for this agenda item.

CAPISTRANO UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

During the Board meeting of May 20, 2020, the Capistrano Unified School District Board of Trustees will hold a hearing to accept comments from members of the public.

TOPIC OF HEARING

Adoption of the following instructional materials: Secondary Language Arts/Mandarin Immersion Program, grade 9; Secondary Introduction to Statistics and Math for the College Bound, grades 10-12, recommended for adoption by the Instructional Materials Review Committee.

Copies of the materials may be inspected by appointment only:

33122 Valle Road, San Juan Capistrano, CA
until May 19, 2020, between the hours of 8:30 a.m. and 3:30 p.m.

Please email rapaulsen@capousd.org or call the

Instructional Materials Center to make an appointment at 949-234-9258

After the Public Hearing, the Capistrano Unified School District Board of Trustees will consider adoption of secondary Language Arts/Mandarin Immersion Program, grade 9 and secondary Introduction to Statistics and Math for the College Bound, grade 10-12.

HEARING DATE: May 20, 2020

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: May 20, 2020

Board Item: Donation of Funds and Equipment

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
May 20, 2020

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Pacific Life Foundation	\$9,500.00	School Supplies	Aliso Niguel High School
Bathgate Elementary School PTA	\$1,737.50	Field Trips	Bathgate Elementary School
Bathgate Elementary School PTA	\$330.00	Field Trip Transportation	Bathgate Elementary School
Bathgate Elementary School PTA	\$915.74	Safety Equipment	Bathgate Elementary School
Bathgate Elementary School PTA	\$11,920.90	Audio System	Bathgate Elementary School
Bathgate Elementary School PTA	\$11,799.53	Chromebooks	Bathgate Elementary School
Pacific Life Foundation	\$5,000.00	School use as Needed	Canyon Vista Elementary School
Pacific Life Foundation	\$5,500.00	Technology	Capistrano Valley High School
Castille Elementary School PTA	\$125.36	School Supplies	Castille Elementary School
Pacific Life Foundation	\$4,000.00	Teacher Conference	Castille Elementary School
Pacific Life Foundation	\$4,500.00	Technology	Chaparral Elementary School
Ladera Ranch Elementary School PTA	\$3,872.20	iPads	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,456.78	STEAM Lab Tables	Ladera Ranch Elementary School
Pacific Life Foundation	\$4,000.00	Technology	Ladera Ranch Middle School
Pacific Life Foundation	\$3,000.00	Technology	Laguna Niguel Elementary School
Pacific Life Foundation	\$4,000.00	Teacher Conference	Las Flores Middle School
Pacific Life Foundation	\$3,000.00	Technology	Marco Forster Middle School
Jenny Flagler		Etude Trumpet	Music Program
Niguel Hills Middle School PTSA	\$999.21	Chromebook Cart	Niguel Hills Middle School
Oso Grande Elementary School PTA	\$30,704.11	Chromebooks and Carts	Oso Grande Elementary School
Bergen County United Way	\$100.00	Materials and Supplies	Philip Reilly Elementary School
Pacific Life Foundation	\$5,500.00	Chromebooks	San Clemente High School
San Juan Hills Academic Foundation	\$12,789.21	Chromebook Cart	San Juan Hills High School
Stallion Boosters Club, Inc.	\$4,863.00	Metal Concession Stand	San Juan Hills High School
Pacific Life Foundation	\$6,000.00	Technology	San Juan Hills High School
Pacific Life Foundation	\$5,500.00	Technology	Tesoro High School
Tijeras Creek Elementary School PTA	\$2,392.37	Meet the Masters Program	Tijeras Creek Elementary School
Truman Benedict Elementary School PTA	\$2,841.00	School Assemblies	Truman Benedict Elementary School
Vista del Mar Elementary School PTA	\$1,730.00	Reading Counts Program	Vista del Mar Elementary School
MAKO Educational Foundation	\$3,008.43	PE Equipment	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$7,096.00	Field Trips and Transportation	Vista del Mar Elementary School
Pacific Life Foundation	\$4,000.00	Technology	Wagon Wheel Elementary School
Wood Canyon Elementary School PTA	\$5,622.00	Para Educator's Salary	Wood Canyon Elementary School
Pacific Life Foundation	\$3,000.00	Technology	Wood Canyon Elementary School
	\$170,803.34		

**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: May 20, 2020

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

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, Assistant Superintendent and 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 2019-2020, but will not be completed until fiscal year 2020-2021.

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.

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 05/20/2020

FROM 04/02/2020 TO 04/27/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N68A0548	FORENSIC ANALYTICAL CONSULTING	23,800.00	23,800.00	0181500009 5800	General-RR&Maint-RR-Bldgs / PROF/CONS SERV & OPER
N68A0554	CALIFORNIA INDUSTRIAL REFRIGER	24,800.00	24,800.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
N68A0558	OCEANVIEW SCHOOL	948.51	948.51	0165000092 5102	General-Spec Ed-NPS / Subagreement NPS
N68A0559	MATTHEW WILLIAMS ENTERPRISES L	7,500.00	7,500.00	0165000086 5810	General-Spec Ed-Aid:Inst / Consulting Services
N68A0560	MARDAN SCHOOL	1,360.00	1,360.00	0165000092 5102	General-Spec Ed-NPS / Subagreement NPS
N68A0561	OCEANVIEW SCHOOL	1,325.00	1,325.00	0165000092 5102	General-Spec Ed-NPS / Subagreement NPS
N68A0563	BRAIN BUILDERS STEM EDUCATION	7,566.00	7,566.00	0104000312 5810	General-Gifts-Instrctn / Consulting Services
N68A0564	ASSURED FIRE SYSTEMS INC	12,270.00	12,270.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
N68A0567	OLIVE CREST ACADEMY	20,000.00	20,000.00	0165120036 5101	General-SEMNTLHL-GuidCnsl / Subagreement NPA
N68A0568	SYRACUSE RTC DBA ELEVATIONS RT	51,068.00	11,492.00	0165000093 5803	General-Spec Ed-NPS / Residential Treatment Center
			11,737.00	0165120039 5104	General-SEMNTLHL-PsychSer / Subagreement Mental Health
N68A0569	BEACON DAY SCHOOL	35,000.00	27,839.00	0165120054 5104	Room & Board Mediation / Subagreement Mental Health B&C
			10,001.00	0165000092 5102	General-Spec Ed-NPS / Subagreement NPS
N68A0570	HERITAGE SCHOOLS INC	48,250.00	24,999.00	0165000092 5802	General-Spec Ed-NPS / Non-Public Schools
			11,256.00	0165000092 5803	General-Spec Ed-NPS / Residential Treatment Center
			27,348.00	0165120028 5104	General-SEMNTLHL-NPS / Subagreement Mental Health B&C
			9,646.00	0165120038 5104	General-SEMNTLHL-PsychSer / Subagreement Mental Health
N68A0571	SHACK-LAPPIN, CAROL	8,000.00	8,000.00	0165120036 5115	General-SEMNTLHL-GuidCnsl / Subagreement Non-Instr
N68A0572	SPECTRUM CENTER ROSSIER PARK	14,000.00	14,000.00	0165000092 5802	General-Spec Ed-NPS / Non-Public Schools
N68A0573	LUGO, JACQUELINE KAY	10,000.00	10,000.00	0165120036 5115	General-SEMNTLHL-GuidCnsl / Subagreement Non-Instr
N68A0574	SUNBELT STAFFING LLC	32,000.00	16,000.00	0165000095 5101	General-Spec Ed-NPA / Subagreement NPA
			16,000.00	0165000257 5101	General-Spec Ed-NPA / Subagreement NPA
N68A0575	BURKE WILLIAMS & SORENSEN LLP	10,000.00	10,000.00	0100000285 5820	General-Undes-Bus/Fisc / Legal Services
N68A0576	HERITAGE SCHOOLS INC	45,484.00	10,584.00	0165000092 5803	General-Spec Ed-NPS / Residential Treatment Center
			25,800.00	0165120028 5104	General-SEMNTLHL-NPS / Subagreement Mental Health B&C
			9,100.00	0165120038 5104	General-SEMNTLHL-PsychSer / Subagreement Mental Health
N68A0577	OLIVE CREST ACADEMY CANAL ELEM	12,255.00	12,255.00	0165000092 5802	General-Spec Ed-NPS / Non-Public Schools
N68A0578	EXCEPTIONAL EDUCATIONAL SVCS	4,377.15	4,377.15	0165000018 5815	General-Spec Ed-StDev In / Consulting Services: Non-Instr
N68A0579	SPECTRUM CENTER ROSSIER PARK	12,408.66	12,408.66	0165000092 5802	General-Spec Ed-NPS / Non-Public Schools
N68A0580	HOULIHAN, PATRICIA K.	1,600.00	1,600.00	0165000099 5800	General-Spec Ed-SE0thIns / PROF/CONS SERV & OPER
N68P4232	EDVOTEK INC.	655.60	655.60	0135550006 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
N68P4236	CRISIS PREVENTION INSTITUTE IN	64.60	64.60	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/20/2020

FROM 04/02/2020 TO 04/27/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N68P4238	BIO-RAD LABORATORIES INC	720.00	720.00	0135550008 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
N68P4297	ORANGE COUNTY DEPT. OF ED	350.00	350.00	0104000303 5215	General-Gifts-Instrctn / Conference : Instructional
N68P4299	AWARDS N MORE	1,000.00	1,000.00	0172200017 4300	General-PtrnrAcad-Instrctn / MATERIALS & SUPPLIES
N68P4300	SIMRATED CORPORATION	6,000.00	6,000.00	0172200015 5810	General-PtrnrAcad-Instrctn / Consulting Services
N68P4320	SOCIAL THINKING PUBLISHING	1,660.71	1,660.71	0133110016 4300	General-PrivISP-Aid:Inst / MATERIALS & SUPPLIES
N68P4329	STAPLES BUSINESS ADVANTAGE	529.42	529.42	0100000289 4405	General-Undes-Payroll / Non-Capitalized Equip: Non-Ins
N68P4331	SOUTHWEST SCHOOL & OFFICE SUPP	550.00	550.00	0100020508 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68P4338	AVID CENTER	14,450.00	14,450.00	01 9330	General-Undes / PREPAID EXPENDITURES
N68P4342	JOSTENS INC.	5,486.88	5,486.88	0100100017 4500	General-EdBudget-Sch Adm / Other Supplies : Non-Instructl
N68P4344	ASCD	780.00	780.00	0175100020 5215	General-Low-Performing / Conference : Instructional
N68P4345	PACWEST AIR FILTER LLC	58,050.01	58,050.01	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
N68P4346	CONVERGEONE INC	240.00	240.00	0104000300 5800	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPEN
N68P4347	SOUTHWEST SCHOOL & OFFICE SUPP	32.19	32.19	0100020298 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68P4348	BSN SPORTS	430.59	430.59	0111000171 4300	General-CoCurric-CurAhltn / MATERIALS & SUPPLIES
N68P4353	OCDE - INSIDE THE OUTDOORS	2,841.00	2,841.00	0104000329 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
N68P4354	CDWG Inc	1,483.72	1,483.72	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
N68P4356	IPEVO INC	643.27	643.27	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
N68P4358	5M CONTRACTING INC	11,077.35	11,077.35	0181500018 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
N68P4359	IPEVO INC	42,884.50	42,884.50	0190300010 4500	General-MicroVch-TIS / Other Supplies : Non-Instructl
N68P4360	PSYCHOLOGICAL ASSESSMENT RESOU	91.33	36.53	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
N68P4361	LITERACY RESOURCES LLC	99.12	54.80	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
N68P4362	FOLLETT EDUCATIONAL SERVICES	10,000.00	99.12	0104000300 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
N68P4363	STANDRIDGE, KAREN	948.40	10,000.00	0130100374 4200	General-Title I-SupvAdmn / BOOKS OTHER THAN
N68P4364	EDGEWOOD PRESS INC	881.44	948.40	0165000094 5800	General-Spec Ed-NPS / PROF/CONS SERV & OPER EXPEN
N68P4365	IPEVO INC	3,297.15	881.44	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
N68P4366	OTC BRANDS INC (ORIENTAL TRADI	155.31	3,297.15	0100020339 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68P4367	FLINN SCIENTIFIC INC	369.56	155.31	0100020298 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68P4369	VERIZON WIRELESS	1,720.50	369.56	0163000018 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
N68P4371	KRIVKO, ELENA	451.91	1,720.50	0165000114 4500	General-Spec Ed-Sch Adm / Other Supplies : Non-Instructl
N68P4374	QUALITY STREET SERVICE	6,000.00	451.91	0165000094 5800	General-Spec Ed-NPS / PROF/CONS SERV & OPER EXPEN
N68P4375	JACK-X-CHANGE	6,000.00	3,000.00	0172300019 5605	General-H-S Trns-PuplTran / Rental, Leases & Repairs:Other
N68P4375	JACK-X-CHANGE	6,000.00	3,000.00	0172400017 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other
N68P4375	JACK-X-CHANGE	6,000.00	6,000.00	0172300014 4600	General-H-S Trns-PuplTran / Pupil Transportation

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/20/2020

FROM 04/02/2020 TO 04/27/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N68P4376	OAK PAPER PRODUCTS COMPANY INC	3,508.83	3,508.83	0173880003 4574	COVID-19 Recovery / Operating Supplies-Food Srvice
N68P4377	SCHOOL MATE	747.28	747.28	0130100102 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
N68P4378	FLORIDA VIRTUAL SCHOOL	139.00	139.00	0163000010 5800	General-Lott:IM-Instrctn / PROF/CONS SERV & OPER
N68P4379	CARD INTEGRATORS CORP	2,101.13	2,101.13	0172300022 4600	General-H-S Trns-PuplTran / Pupil Transportation
N68P4382	ROCHESTER 100/NICKY S FOLDERS	1,400.75	1,400.75	0104000383 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
N68P4383	APPLE INC	21,486.23	21,486.23	0163870008 4500	General-CTEIG-Instrctn / Other Supplies : Non-Instructl
N68P4384	JOHNSTONE SUPPLY SANTA ANA	13,576.05	13,576.05	0181500046 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
N68P4385	BRITISH PERFORMANCE INC.	1,957.99	1,957.99	0100000518 5605	General-Undes-Op:Grnds / Rental, Leases & Repairs: Other
N68P4386	CROWN VALLEY TRANSMISSION	14,000.00	7,000.00	0172400010 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs: Other
			7,000.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs: Other
N68P4387	MOHAWK COMMERCIAL INC	5,427.44	5,427.44	0181500018 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs: Other
N68P4388	SIMPSON IRVINE INC	15,000.00	10,000.00	0172400010 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs: Other
			5,000.00	0181500202 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
N68P4389	TUTTLE CLICK FORD LINCOLN	10,000.00	10,000.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs: Other
N68P4390	HD SUPPLY FACILITIES MAINTENAN	1,329.69	1,329.69	0181500044 4405	General-RR&Maint-RR-Bldgs / Non-Capitalized Equip: Non-In
N68P4391	J&J ENVIRONMENTAL CONSTRUCTION	3,020.00	3,020.00	0181500044 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs: Other
N68P4392	RAM AIR ENGINEERING INC	15,334.57	15,334.57	0181500014 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs: Other
N68P4393	CONVERGEONE INC	240.00	240.00	0109860047 4300	General-Bill/Inv-Enterprs / MATERIALS & SUPPLIES
N68P4394	VIAVID BROADCASTING CORP.	50,000.00	50,000.00	0173880002 4500	COVID-19 Recovery / Other Supplies : Non-Instructl
N68P4395	P5 GRAPHICS AND DISPLAYS INC.	7,000.00	7,000.00	0100000314 5800	General-Undes-Grph Art / PROF/CONS SERV & OPER
N68P4397	KYA SERVICES LLC	12,139.89	12,139.89	0181500016 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs: Other
N68P4398	CANON FINANCIAL SERVICES INC.	740.86	740.86	0100000676 5600	General-Undes-Instrctn / RENTALSLEASES & REPAIRS
N68P4400	CDWG Inc	32,900.08	32,900.08	0130100100 4400	General-Title I-Instrctn / NONCAPITALIZATION
N68P4401	COLLEGE BOARD	2,399.59	2,399.59	0100029397 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68P4402	CRICK SOFTWARE INC.	250.00	250.00	0165000106 5800	General-Spec Ed-SE0thIns / PROF/CONS SERV & OPER
N68P4403	CRICK SOFTWARE INC.	250.00	250.00	0165000106 5800	General-Spec Ed-SE0thIns / PROF/CONS SERV & OPER
N68P4404	DON JOHNSTON INC	2,430.00	2,430.00	0165000106 5800	General-Spec Ed-SE0thIns / PROF/CONS SERV & OPER
N68P4405	APPLE INC	978.52	978.52	0133150041 4300	general / MATERIALS & SUPPLIES
N68P4406	CULVER-NEWLIN INC	1,343.64	1,343.64	0165000106 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
N68P4407	ORANGE COUNTY DEPT OF EDUC	199.08	199.08	0165000009 5800	General-Spec Ed-SupvAdmn / PROF/CONS SERV & OPER
N68P4408	MIND RESEARCH INSTITUTE	3,000.00	3,000.00	0104000354 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
N68P4409	ROSETTA STONE LTD	4,218.75	4,218.75	0142030022 5800	General-TIII LEP-Instrctn / PROF/CONS SERV & OPER
N68P4410	SOUTHWEST SCHOOL & OFFICE SUPP	87.20	87.20	0100020549 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 05/20/2020

FROM 04/02/2020 TO 04/27/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N68P4411	PERMA-BOUND	788.73	788.73	0100040022 4114	General-Lib Abte-Instrctn / Textbooks: K-12
N68P4412	HI TECH PROTECTION SYSTEMS INC	200.00	200.00	0104000487 4400	General-Gifts-Instrctn / NONCAPITALIZATION EQUIPMENTS
N68P4414	SONOVA USA INC	1,906.71	1,906.71	0165000259 4400	General-Spec Ed-SE0thIns / NONCAPITALIZATION
N68P4415	RIFTON EQUIPMENT	522.59	522.59	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
N68P4416	SOUTHWEST SCHOOL & OFFICE SUPP	300.00	300.00	0100020315 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68P4417	SOUTHWEST SCHOOL & OFFICE SUPP	8,653.81	8,653.81	0100020118 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
N68P4418	CLARK SECURITY PRODUCTS	5,000.00	5,000.00	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
N68P4419	EKC ENTERPRISES INC	734.05	734.05	0181500034 4405	General-RR&Maint-RR-Bldgs / Non-Capitalized Equip: Non-Instructl
N68P4420	CITY OF LAGUNA NIGUEL	4,400.00	4,400.00	0194510001 5800	General-Las Colinas / PROF/CONS SERV & OPER EXPEND
N68P4421	LOCAL JANITORIAL & VACUUM	7,000.00	7,000.00	0100000373 4500	General-Undes-Custodil / Other Supplies : Non-Instructl
N68P4422	HD SUPPLY CONSTRUCTION AND	4,000.00	4,000.00	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
N68P4423	CINTAS CORPORATION #640	2,000.00	2,000.00	0173880000 4500	COVID-19 Recovery / Other Supplies : Non-Instructl
N68P4424	CDWG Inc	6,081.09	3,310.44	0134100007 4300	General-DRTPP-SE0thIns / MATERIALS & SUPPLIES
			16.00	0134100007 4400	General-DRTPP-SE0thIns / NONCAPITALIZATION
			2,742.65	0134100010 4405	General-DRTPP-SupvAdmn / Non-Capitalized Equip: Non-Instructl
			12.00	0134100010 4500	General-DRTPP-SupvAdmn / Other Supplies : Non-Instructl
N68P4425	CDWG Inc	1,777.10	1,777.10	0100020221 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68P4426	US BANK	967,394.50	372,394.50	0100001203 7438	General-Undes-Dbt Serv / DEBT SERVICE INTEREST
			595,000.00	0100001203 7439	General-Undes-Dbt Serv / OTHER DEBT SERVICE
N68P4429	ORANGE COUNTY REGISTER DBA THE	850.44	850.44	0100000586 6200	General-Undes-Fac Acq / BUILDINGS & IMPROV OF BUIL
N68P4430	S&K THEATRICAL DRAPERIES INC	1,469.38	1,469.38	0181500046 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
N68P4431	SOUTHWEST SCHOOL & OFFICE SUPP	636.87	636.87	0100020611 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68P4433	RIFTON EQUIPMENT	335.37	335.37	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
N68P4434	KAYE PRODUCTS INC	23.16	23.16	0165000122 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
N68P4435	CONVERGEONE INC	472,951.11	472,951.11	0107500015 6405	General-TechEnhnc-Network / Furniture & Equip:Non-Instruct
N68P4437	PEREZ, MARIA	400.00	400.00	0165000094 5802	General-Spec Ed-NPS / Non-Public Schools
N68P4438	ALPINE ACADEMY	517.32	517.32	0165000094 5803	General-Spec Ed-NPS / Residential Treatment Center
N68P4439	MACMILLAN HOLDINGS LLC	57,798.23	57,798.23	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
N68P4440	SIGNATURE FLOORING INC	1,177.00	1,177.00	0181500089 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
N68P4441	CONVERGEONE INC	112,397.62	112,397.62	0107500015 6405	General-TechEnhnc-Network / Furniture & Equip:Non-Instruct
N68P4442	CONVERGEONE INC	240.00	240.00	0104000440 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
N68P4443	SOUTHWEST SCHOOL & OFFICE SUPP	42.31	42.31	0100020549 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68P4444	CONTROL AIR CONDITIONING SERVI	630.00	630.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other

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N68P4445	CONVERGEONE INC	2,160.00	2,160.00	0130100089 4500	General-Title I-Instrctn / Other Supplies : Non-Instructl
N68P4446	CONVERGEONE INC	960.00	960.00	0130100364 4300	General-Title I:Supplies / MATERIALS & SUPPLIES
N68P4447	SUPPLY SOLUTIONS	3,721.09	3,721.09	0173880001 4500	COVID-19 Recovery / Other Supplies : Non-Instructl
N68P4448	IPEVO INC	1,395.36	1,395.36	0100020339 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68P4449	CDWG Inc	370.73	370.73	0165000259 4400	General-Spec Ed-SE0thIns / NONCAPITALIZATION
N68P4450	PRO-ED INC	314.63	314.63	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
N68P4451	FLORIDA VIRTUAL SCHOOL	18,000.00	18,000.00	0163000010 5800	General-Lott:IM-Instrctn / PROF/CONS SERV & OPER
N68P4452	IPEVO INC	2,144.23	2,144.23	0100020663 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68P4453	SOUTHWEST SCHOOL & OFFICE SUPP	300.36	300.36	0104000453 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
N68P4454	T-MOBILE USA INC	20,000.00	20,000.00	0173880002 5800	COVID-19 Recovery / PROF/CONS SERV & OPER EXPEND
N68P4457	SALLY EDWARDS	14,875.00	14,875.00	0165000135 5800	General-Spec Ed-PupITran / PROF/CONS SERV & OPER
N68P4458	CDWG Inc	1,050.56	1,050.56	0109860047 4400	General-Bill/Inv-Enterprs / NONCAPITALIZATION
N68P4459	CDWG Inc	888.55	888.55	0104000360 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
N68P4461	FLINN SCIENTIFIC INC	382.03	382.03	0100100046 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
N68P4462	CDWG Inc	8,930.02	8,930.02	0175100012 4300	General:Low-Performing / MATERIALS & SUPPLIES
N68P4463	CDWG Inc	1,050.56	1,050.56	0175100012 4400	General:Low-Performing / NONCAPITALIZATION
N68P4464	CONVERGEONE INC	240.00	240.00	0175100012 4300	General:Low-Performing / MATERIALS & SUPPLIES
N68P4465	RIFTON EQUIPMENT	315.17	315.17	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
N68P4466	RIVERSIDE ASSESSMENTS LLC	2,692.46	1,076.98	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			1,615.48	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
N68P4467	PYRAMID EDUCATIONAL CONSULTANT	106.96	106.96	0165000106 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
N68P4468	ABLENET INC	231.66	231.66	0165000106 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
N68P4469	ABLENET INC	145.46	145.46	0165000106 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
N68P4471	MCGRAW-HILL SCHOOL EDUCATION H	5,579.30	5,579.30	0163000010 4200	General-Lott:IM-Instrctn / BOOKS OTHER THAN
N68P4472	ALPINE ACADEMY	3,568.57	3,568.57	0165000094 5803	General-Spec Ed-NPS / Residential Treatment Center
N68P4473	HERITAGE SCHOOLS INC	3,400.00	3,400.00	0165000094 5803	General-Spec Ed-NPS / Residential Treatment Center
N68P4474	MACMILLAN HOLDINGS LLC	285,082.98	285,082.98	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
N68P4475	MACMILLAN HOLDINGS LLC	247,492.43	247,492.43	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
N68P4476	MACMILLAN HOLDINGS LLC	202,649.45	202,649.45	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
N68P4477	MACMILLAN HOLDINGS LLC	262,730.10	262,730.10	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
N68P4478	CDWG Inc	1,777.10	1,777.10	0130100079 4400	General-Title I-Instrctn / NONCAPITALIZATION
N68P4479	DEMCO	90.15	90.15	0100040073 4300	General-Lib Abte-Libr&Med / MATERIALS & SUPPLIES
N68P4480	JOSTENS INC.	26.08	26.08	010010231 4300	General Fund: Educ: Conf / MATERIALS & SUPPLIES

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N68P4481	W W NORTON & CO INC	316,064.00	316,064.00	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
N68P4484	NATIONAL SEATING & MOBILITY IN	1,502.14	1,502.14	0165000274 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
N68P4485	HERITAGE SCHOOLS INC	4,515.49	4,515.49	0165000094 5803	General-Spec Ed-NPS / Residential Treatment Center
N68P4492	MARBLESOFT LLC DBA KEYGUARD AS	281.92	281.92	0165000106 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
N68R0050	JOSTENS INC.	13.04	13.04	0100100172 4500	General-EdBudget-Sch Adm / Other Supplies : Non-Instructl
N68X0950	HOBBY LOBBY STORES INC	43.34	43.34	0163000018 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
N68X0952	AMAZON	66.03	66.03	0100020715 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68X0953	AMAZON	91.56	91.56	0104000095 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
N68X0954	AMAZON	821.62	821.62	0163000018 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
N68X0955	AMAZON	291.62	291.62	0100020267 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68X0956	AMAZON	160.53	160.53	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68X0957	AMAZON	84.11	84.11	0141270008 4300	General:Title IV: Transp / MATERIALS & SUPPLIES
N68X0958	AMAZON	502.73	502.73	0135550006 4400	General-VEA-Instrctn / NONCAPITALIZATION EQUIPMEN
N68X0959	AMAZON	280.36	280.36	0100020630 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68X0960	SLACK TECHNOLOGIES INC.	945.53	945.53	0100000342 5800	General-Undes-TIS / PROF/CONS SERV & OPER EXPEND
N68X0961	ANDERSON S	295.47	295.47	0104000383 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
N68X0962	AMAZON	116.31	116.31	0130100100 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
N68X0964	SIGNS.COM INC.	2,219.08	2,219.08	0104000067 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
N68X0965	AMAZON	279.01	279.01	0100020118 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
N68X0966	SCAT ENTERPRISES INC.	3,800.08	3,800.08	0172200017 4300	General-PtrnrAcad-Instrctn / MATERIALS & SUPPLIES
N68X0967	AMAZON	70.17	70.17	0163000018 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
N68X0968	CLASSIC INDUSTRIES CORPORATION	362.21	362.21	0172200017 4300	General-PtrnrAcad-Instrctn / MATERIALS & SUPPLIES
N68X0969	AMAZON	53.60	53.60	0100020298 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68X0970	AMAZON	154.23	154.23	0100020298 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68X0971	MICHAELS STORES INC	244.28	244.28	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68X0972	SPARK HIRE INC.	2,389.00	2,389.00	0173880006 5800	COVID-19 Recovery / PROF/CONS SERV & OPER EXPEND
N68X0973	AMAZON	502.87	502.87	0165000048 4300	General-Spec Ed-SDCInstr / MATERIALS & SUPPLIES
N68X0974	PANERA BREAD COMPANY	169.40	169.40	0100000262 4500	General-Undes-Board / Other Supplies : Non-Instructl
N68X0975	AMAZON	347.85	173.92	0165000106 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
			173.93	0165000264 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
N68X0976	AMAZON	93.98	93.98	0165000106 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
N68X0977	AMAZON	32.30	16.16	0165000106 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
			16.14	0165000264 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES

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N68X0978	AMAZON	32.30	32.30	0165000264 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
N68X0979	AMAZON	216.39	216.39	0130100098 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
N68X0980	AMAZON	509.34	509.34	0165000122 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
N68X0981	AMAZON	54.11	54.11	0100020118 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
N68X0982	AMAZON	198.31	198.31	0100020611 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68X0983	HOME DEPOT	299.07	299.07	0100020053 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
N68X0984	AMAZON	180.88	180.88	0100020267 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68X0985	AMAZON	31.84	31.84	0165000259 4400	General-Spec Ed-SE0thIns / NONCAPITALIZATION
N68X0986	AMAZON	270.11	270.11	0100100046 4300	General-EdBudget-Instrctn / MATERIALS & SUPPLIES
N68X0987	AMAZON	19.35	19.35	0165000106 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
N68X0988	AMAZON	22.60	22.60	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
N68X0989	AMAZON	53.86	53.86	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
N68X0990	AMAZON	284.38	284.38	0165000106 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
N68X0991	AMAZON	344.71	344.71	0175100009 4300	General-Low-Performing / MATERIALS & SUPPLIES
N68X0993	APPLE INC	10.76	10.76	0165000264 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
N68X0994	AMAZON	112.01	112.01	0100020549 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68X0995	AMAZON	257.74	257.74	0100020549 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68X0996	AMAZON	256.01	256.01	0100020549 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
N68X0997	GIRL POWER 2 CURE INC. DBA RET	137.10	137.10	0165000106 4300	General-Spec Ed-SE0thIns / MATERIALS & SUPPLIES
N68X0998	PANERA BREAD COMPANY	130.33	130.33	0100000262 4500	General-Undes-Board / Other Supplies : Non-Instructl
Fund 01 Total:		3,884,276.89	3,884,276.89		

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N68P4294	IMAGE ONE TECHNOLOGY SOLUTIONS	1,500.00	1,500.00	1353100064 4574	Cafetera-Chld Nut-FoodServ / Operating Supplies-Food Srvc
N68P4373	CDWG Inc	29,985.20	29,985.20	1353100064 4470	Cafetera-Chld Nut-FoodServ / Computer Equipment-Food Serv
N68P4432	VERIZON WIRELESS	558.00	558.00	1353100064 5900	Cafetera-Chld Nut-FoodServ / COMMUNICATIONS
N68P4470	CALIFORNIA DEPT OF EDUCATION	5,000.00	5,000.00	1353100064 4715	Cafetera-Chld Nut-FoodServ / Food-USDA
Fund 13 Total:		37,043.20	37,043.20		

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N68P4490	BENS ASPHALT	180,763.50	180,763.50	1462050075 6200	DefMaint-DefMntT3-Fac Acq / BUILDINGS & IMPROV OF
Fund 14 Total:		180,763.50	180,763.50		

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N68A0425	C. W. DRIVER LLC	12,500.00	12,500.00	2598050001 5800	Cap FacI-PA3 / PROF/CONS SERV & OPER EXPEND
N68A0551	C BELOW INC	14,255.00	14,255.00	2598030018 6240	Cap FacI-Dev Fees-Fac Acq / Building Impr : Prelim Tests
N68A0552	GUIDA SURVEYING INC	13,785.00	13,785.00	2598030018 6240	Cap FacI-Dev Fees-Fac Acq / Building Impr : Prelim Tests
N68A0562	CORINNE LOSKOT CONSULTING INC.	15,000.00	15,000.00	2598050001 5800	Cap FacI-PA3 / PROF/CONS SERV & OPER EXPEND
N68A0565	ALL AMERICAN INSPECTION INC.	12,500.00	12,500.00	2598030009 6290	Cap FacI-Dev Fees-Fac Acq / Building Impr : Inspection
N68P4337	SILVER CREEK INDUSTRIES INC	505,591.89	505,591.89	2598030009 6200	Cap FacI-Dev Fees-Fac Acq / BUILDINGS & IMPROV OF
N68P4380	ASSURED FIRE SYSTEMS INC	500.00	500.00	2598030009 6240	Cap FacI-Dev Fees-Fac Acq / Building Impr : Prelim Tests
N68P4381	ASSURED FIRE SYSTEMS INC	500.00	500.00	2598030018 6240	Cap FacI-Dev Fees-Fac Acq / Building Impr : Prelim Tests
Fund 25 Total:		574,631.89	574,631.89		

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N68A0555	DAVID TAUSSIG AND ASSOC INC	500.00	500.00	4098010002 5800	SpecResv-SJ Redev-Fac Acq / PROF/CONS SERV & OPER
N68P4399	US BANK	770.00	770.00	4098010002 5800	SpecResv-SJ Redev-Fac Acq / PROF/CONS SERV & OPER
N68P4482	ORANGE COUNTY REGISTER DBA THE	741.48	741.48	4098500005 6200	SpecResv-LandSale-Fac Acq / BUILDINGS & IMPROV OF
Fund 40 Total:		2,011.48	2,011.48		

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N68P4372	CALIFORNIA WORKERS COMPENSATIO	692.50	692.50	6800000003 4500	WrkrComp-Undes-Enterprs / Other Supplies : Non-Instructl
Fund 68 Total:		692.50	692.50		

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N68P4370	TRAVIS SOFTWARE INC	7,440.00	7,440.00	69000000006 5800	Health-Undes-Enterprs / PROF/CONS SERV & OPER EXPEN
Fund 69 Total:		7,440.00	7,440.00		

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Total Account Amount:			4,686,859.46		

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Consolidated Check Register w. Account

from 4/3/2020 to 4/29/2020

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00290713	V68152532	ADVANTAGE WEST INVESTMENT ENTE	04/03/20		MW	0101-0000-0-4500-0000-8210-000	1,024.54
68 00290714	V68153277	AIRGAS INC	04/03/20		MW	0101-0400-0-4300-1140-1000-003	226.70
68 00290715	V68100622	ASCD	04/03/20		MW	0101-3010-0-4300-1110-1000-072	115.99
68 00290716	V68155407	ASPHALT FABRIC & ENGINEERING I	04/03/20		MW	0101-8150-0-4500-0000-8110-000	19,762.71
68 00290717	V68006981	BEE MAN, THE	04/03/20		MW	0101-0000-0-5605-0000-8220-000	172.50
68 00290717	V68006981	BEE MAN, THE	04/03/20		MW	0101-8150-0-5605-0000-8110-000	1,799.60
68 00290718	V68049767	BENS ASPHALT	04/03/20		MW	0101-8150-0-5605-0000-8110-000	27,577.50
68 00290719	V68103444	BROOKMAN, JOSEPH	04/03/20		MW	0101-0986-0-5212-0000-6000-000	118.45
68 00290719	V68103444	BROOKMAN, JOSEPH	04/03/20		MW	0101-6500-0-5212-5750-1190-000	138.00
68 00290720	V68161874	BURD, CHERYL	04/03/20		MW	0101-0000-0-5212-1110-1000-000	6.90
68 00290721	V68106764	CDWG Inc	04/03/20		MW	0101-0000-0-4405-0000-7700-000	459.75
68 00290722	V68159470	CHO, NANCY	04/03/20		MW	0101-6500-0-5213-5001-2700-000	62.68
68 00290723	V68147693	COMPLETE OFFICE OF CA	04/03/20		MW	0101-8150-0-4500-0000-8110-000	119.53
68 00290724	V68161873	DODSON, NICOLE	04/03/20		MW	0101-0790-0-5213-4760-2100-000	27.60
68 00290725	V68130040	ECOLAB PEST ELIMINATION	04/03/20		MW	0101-3555-0-4300-3800-1000-004	21.80
68 00290726	V68142848	FARRAND, MONA	04/03/20		MW	0101-6500-0-5213-5750-3140-000	40.83
68 00290727	V68057042	FOLLETT EDUCATIONAL SERVICES	04/03/20		MW	0101-0400-0-4200-1180-2420-054	2,000.00
68 00290727	V68057042	FOLLETT EDUCATIONAL SERVICES	04/03/20		MW	0101-3010-0-4200-1180-2420-054	2,000.00
68 00290727	V68057042	FOLLETT EDUCATIONAL SERVICES	04/03/20		MW	0101-6010-0-4200-1180-2420-054	949.45
68 00290728	V68161716	GUSTAFSON, KAYLIE	04/03/20		MW	0101-6500-0-5213-5001-3150-000	89.93
68 00290728	V68161716	GUSTAFSON, KAYLIE	04/03/20		MW	0101-6500-0-5212-5750-1190-000	35.97
68 00290728	V68161716	GUSTAFSON, KAYLIE	04/03/20		MW	0101-6500-0-5212-5770-1190-000	98.93
68 00290729	V68159473	HERNANDEZ, TELLO	04/03/20		MW	0101-8150-0-5213-0000-8110-000	121.90
68 00290730	V68000703	HERTZ, JANA	04/03/20		MW	0101-6500-0-5212-5750-1130-000	62.68
68 00290731	V68157107	JOHNSON, GENEVIEVE	04/03/20		MW	0101-6500-0-5213-5750-3110-000	206.43
68 00290732	V68062513	KELLY PAPER COMPANY	04/03/20		MW	0101-0000-0-4500-0000-7550-000	1,629.55
68 00290733	V68151318	KONOGERIS, KATHI	04/03/20		MW	0101-6500-0-5213-5001-3150-000	164.43
68 00290733	V68151318	KONOGERIS, KATHI	04/03/20		MW	0101-6500-0-5212-5750-1190-000	49.33
68 00290733	V68151318	KONOGERIS, KATHI	04/03/20		MW	0101-6500-0-5212-5770-1190-000	197.32
68 00290734	V68049480	LAKESHORE LEARNING MATERIALS	04/03/20		MW	0101-0002-0-4300-1130-1000-087	1,002.13
68 00290735	V68149587	LEARNING A-Z	04/03/20		MW	0101-3010-0-5800-1110-1000-061	2,228.90
68 00290736	V68154370	MARTIN ZETTEL INC	04/03/20		MW	0101-8150-0-4500-0000-8110-000	144.82
68 00290737	V68159017	MAURICE GARCIA DBA EMLIGHT DES	04/03/20		MW	0101-8150-0-5605-0000-8110-000	335.13

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68 00290738	V68101736	MCMORRAN-MAUS, KRISTA	04/03/20		MW	0101-3315-0-5212-5730-1190-000	25.74
68 00290738	V68101736	MCMORRAN-MAUS, KRISTA	04/03/20		MW	0101-3386-0-5212-5710-1190-000	77.19
68 00290739	V68154689	MEDLIN & SON ENGINEERING SERVI	04/03/20		MW	0101-8150-0-4500-0000-8110-000	4,951.65
68 00290740	V68142582	MESA GOLF CARTS	04/03/20		MW	0101-0000-0-5605-0000-8220-000	386.37
68 00290741	V68161738	ONLINE ENTERPRISES INC DBA VOL	04/03/20		MW	0101-1100-0-4300-1140-4200-004	2,555.93
68 00290742	V68155956	OTC BRANDS INC (ORIENTAL TRADI	04/03/20		MW	0101-0400-0-4500-1130-1000-061	257.82
68 00290743	V68161592	P5 GRAPHICS AND DISPLAYS INC.	04/03/20		MW	0101-0000-0-4500-0000-7550-000	488.00
68 00290744	V68161872	PARISI, ANDREA	04/03/20		MW	0101-6500-0-5212-5750-1190-000	83.38
68 00290745	V68154724	PINNACLE PETROLEUM INC	04/03/20		MW	0101-0730-0-4600-1110-3600-000	18,867.62
68 00290746	V68003860	PRAXAIR	04/03/20		MW	0101-8150-0-4500-0000-8110-000	717.48
68 00290747	V68071608	PRUDENTIAL OVERALL SUPPLY	04/03/20		MW	0101-0000-0-5800-0000-7550-000	44.32
68 00290748	V68155758	REFRIGERATION CONTROL COMPANY	04/03/20		MW	0101-8150-0-5605-0000-8110-000	865.89
68 00290749	V68147981	REHABMART LLC	04/03/20		MW	0101-6500-0-4500-5750-3140-000	241.93
68 00290750	V68157980	RICOH USA INC.	04/03/20		MW	0101-0000-0-5605-0000-7550-000	4,845.40
68 00290751	V68026328	RINCON TRUCK PARTS	04/03/20		MW	0101-0730-0-4600-1110-3600-000	217.70
68 00290751	V68026328	RINCON TRUCK PARTS	04/03/20		MW	0101-0724-0-4600-5001-3600-000	922.69
68 00290752	V68078255	SAN DIEGO GAS & ELECTRIC	04/03/20		MW	0101-0000-0-5500-0000-8200-000	39,086.09
68 00290753	V68161050	SAPORITO, ANA	04/03/20		MW	0101-6500-0-5212-5750-1190-000	184.58
68 00290754	V68104414	SHRED-IT USA LLC	04/03/20		MW	0101-0000-0-5800-0000-7540-000	489.72
68 00290755	V68153530	SIMPSON IRVINE INC	04/03/20		MW	0101-0724-0-5605-5001-3600-000	124.41
68 00290756	V68084100	SO CA GAS CO	04/03/20		MW	0101-0000-0-5500-0000-8200-000	4,026.49
68 00290757	V68149204	SOUTH COAST FIRE PROTECTION IN	04/03/20		MW	0101-8150-0-5605-0000-8110-000	1,367.88
68 00290758	V68122718	SOUTHERN CALIFORNIA EDISON	04/03/20		MW	0101-0000-0-5500-0000-8200-000	8,436.28
68 00290759	V68084800	SPARKLETT'S	04/03/20		MW	0101-0002-0-4500-3200-2700-018	54.92
68 00290759	V68084800	SPARKLETT'S	04/03/20		MW	0101-3010-0-4500-3200-2700-000	54.92
68 00290760	V68050288	SPICERS PAPER INC	04/03/20		MW	0101-0000-0-9321-0000-0000-000	22,156.85
68 00290760	V68050288	SPICERS PAPER INC	04/03/20		MW	0101-0000-0-4500-0000-7550-000	97.94
68 00290761	V68100636	ULINE INC	04/03/20		MW	0101-0000-0-4500-0000-7550-000	707.16
68 00290762	V68093334	UNITED RENTALS	04/03/20		MW	0101-0000-0-5605-0000-8220-000	1,019.83
68 00290762	V68093334	UNITED RENTALS	04/03/20		MW	0101-8150-0-5605-0000-8110-000	642.29
68 00290763	V68067850	VERIZON WIRELESS	04/03/20		MW	0101-8150-0-5900-0000-8110-000	1,757.62
68 00290764	V68153812	YOUNT, CHRISTINE	04/03/20		MW	0101-6500-0-5213-5750-3140-000	62.68
68 00290807	V68155084	AERIES SOFTWARE INC.	04/06/20		MW	0101-0000-0-5216-0000-3160-000	1,350.00

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68	00290807	V68155084 AERIES SOFTWARE INC.	04/06/20		MW	0101-0000-0-5216-0000-7700-000	3,700.00
68	00290808	V68148751 ALZAMORA, MARTIN OR LUCERO	04/06/20		MW	0101-0724-0-5800-5001-3600-000	293.25
68	00290809	V68154826 BACILY, RIAD	04/06/20		MW	0101-0724-0-5800-5001-3600-000	878.07
68	00290810	V68150006 BEACON DAY SCHOOL	04/06/20		MW	0101-6500-0-5102-5750-1180-000	11,276.44
68	00290811	V68152772 BENNETT, KATIE K.	04/06/20		MW	0101-0400-0-5215-1140-1000-003	33.93
68	00290812	V68152747 BLANKE, ADAM OR DESIREE	04/06/20		MW	0101-0724-0-5800-5001-3600-000	149.73
68	00290813	V68150313 CALIFORNIA DEDICATED TO	04/06/20		MW	0101-0400-0-5216-0000-7400-000	4,800.00
68	00290814	V68160828 CARLISLE, DANIELLE OR JOHN	04/06/20		MW	0101-0724-0-5800-5001-3600-000	393.30
68	00290815	V68161393 CASTELLANOS, ERIK OR JENA	04/06/20		MW	0101-0724-0-5800-5001-3600-000	322.00
68	00290816	V68157953 CLEMONS, MICHAEL OR RANDLYN	04/06/20		MW	0101-0724-0-5800-5001-3600-000	969.08
68	00290817	V68141814 CONDIE, JOSHUA OR CAROL	04/06/20		MW	0101-0724-0-5800-5001-3600-000	58.65
68	00290818	V68159225 DEL SOL SCHOOL INC	04/06/20		MW	0101-6500-0-5102-5750-1180-000	2,918.00
68	00290819	V68144430 DICK, CRAIG OR BILLIE	04/06/20		MW	0101-0724-0-5800-5001-3600-000	516.12
68	00290820	V68157342 DOUCHI, NOUR	04/06/20		MW	0101-0724-0-5800-5001-3600-000	83.49
68	00290821	V68160126 FOSTER, KENDRA, MICHAEL	04/06/20		MW	0101-0724-0-5800-5001-3600-000	442.98
68	00290822	V68159241 FRALEY, JEREMY AND HANNAH	04/06/20		MW	0101-6500-0-5800-5750-1190-000	1,934.29
68	00290823	V68156551 GARCIA, MARIA	04/06/20		MW	0101-0724-0-5800-5001-3600-000	85.10
68	00290824	V68160844 HISE, CLAIRE OR JUSTIN	04/06/20		MW	0101-0724-0-5800-5001-3600-000	176.64
68	00290825	V68157566 JONES, SCOTT OR CECILY	04/06/20		MW	0101-0724-0-5800-5001-3600-000	139.84
68	00290826	V68160857 LA DUE, MICHAEL OR DESIREE	04/06/20		MW	0101-0724-0-5800-5001-3600-000	235.75
68	00290827	V68158822 LOCKMAN, RICHARD OR AILEEN	04/06/20		MW	0101-0724-0-5800-5001-3600-000	546.48
68	00290828	V68056440 MARDAN SCHOOL	04/06/20		MW	0101-6500-0-5802-5750-3150-000	894.47
68	00290829	V68160859 MARQUEZ, VINCE OR MICHELLE	04/06/20		MW	0101-0724-0-5800-5001-3600-000	190.53
68	00290830	V68146816 MARTINEZ, ROBERTO OR CHRISTINA	04/06/20		MW	0101-0724-0-5800-5001-3600-000	136.62
68	00290831	V68152591 MEDRANO, CLARA	04/06/20		MW	0101-0724-0-5800-5001-3600-000	149.04
68	00290832	V68110020 MEET THE MASTERS INC	04/06/20		MW	0101-0400-0-5810-1130-1000-078	1,731.68
68	00290833	V68145153 MIGGE, CHRISTINA	04/06/20		MW	0101-0400-0-5216-0000-7400-000	101.89
68	00290834	V68159502 MONTE MAYOR, OSCAR	04/06/20		MW	0101-0724-0-5800-5001-3600-000	262.20
68	00290835	V68161072 NATIONAL COUNCIL ON ALCOHOLISM	04/06/20		MW	0101-6685-0-5800-1110-1000-000	1,600.00
68	00290836	V68155607 NIGRO & NIGRO PC	04/06/20		MW	0101-0000-0-5800-0000-7190-000	5,800.00
68	00290837	V68161288 NORBERG, JULE AND JONAS	04/06/20		MW	0101-6500-0-5800-5750-1180-000	621.12
68	00290838	V68156289 O'NEILL, JENNIFER OR KENNETH	04/06/20		MW	0101-0724-0-5800-5001-3600-000	331.20
68	00290839	V68101297 OAK GROVE INSTITUTE FOUNDATION	04/06/20		MW	0101-6500-0-5803-5750-1180-000	2,970.00

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68	00290839	V68101297 OAK GROVE INSTITUTE FOUNDATION	04/06/20		MW	0101-6512-0-5104-5750-1180-000	5,161.98
68	00290839	V68101297 OAK GROVE INSTITUTE FOUNDATION	04/06/20		MW	0101-6512-0-5104-5750-3120-000	5,161.98
68	00290840	V68144369 ORTIZ, VICTOR & BRANDY	04/06/20		MW	0101-0724-0-5800-5001-3600-000	470.02
68	00290841	V68160865 PURKIS, CRAIG OR KIMBERLY	04/06/20		MW	0101-0724-0-5800-5001-3600-000	185.38
68	00290842	V68149719 Q FENCE AND FABRICATION INC	04/06/20		MW	0101-8150-0-5605-0000-8110-000	280.00
68	00290843	V68152748 RAZEGHI, MAX OR MAHSA	04/06/20		MW	0101-0724-0-5800-5001-3600-000	39.33
68	00290844	V68150055 ROCKSTAR RECRUITING LLC DBA ST	04/06/20		MW	0101-6500-0-5801-5750-1180-000	2,437.50
68	00290845	V68123530 ROTH, JAY OR KERI HOLMAN	04/06/20		MW	0101-0724-0-5800-5001-3600-000	111.78
68	00290846	V68161464 SANDOVAL SALINAS, GABRIELA	04/06/20		MW	0101-0724-0-5800-5001-3600-000	107.64
68	00290847	V68079190 SANTA MARGARITA WATER	04/06/20		MW	0101-0000-0-5500-0000-8200-000	2,542.61
68	00290848	V68157148 SERRATOS, EUTQUIO	04/06/20		MW	0101-0724-0-5800-5001-3600-000	798.48
68	00290849	V68158589 SHEEHAN, JOHN OR EMILY	04/06/20		MW	0101-0724-0-5800-5001-3600-000	262.20
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0000-0-9321-0000-0000-000	7,405.52
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0000-0-4500-0000-7150-000	27.24
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0000-0-4500-0000-7180-000	69.71
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0000-0-4500-0000-7400-000	234.98
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0000-0-4500-0000-7700-000	585.13
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4500-0000-2700-006	530.36
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4500-0000-2700-027	14.73
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4500-0000-2700-028	145.37
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4500-0000-2700-053	194.77
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4500-0000-2700-069	25.01
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4500-0000-2700-084	66.27
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-053	194.76
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-054	2.45
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-055	205.11
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-056	16.60
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-059	46.13
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-063	71.18
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-064	9.05
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-067	433.62
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-069	25.02
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-071	36.80

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68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-073	72.37
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-074	346.23
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-075	7.47
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-077	397.51
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-081	303.24
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-082	303.53
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-083	54.79
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-084	66.28
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-085	50.76
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-086	19.13
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1130-1000-087	151.24
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1140-1000-002	597.94
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1140-1000-003	32.42
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1140-1000-005	383.97
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4500-1140-1000-006	530.36
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1140-1000-023	76.38
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1140-1000-024	413.12
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1140-1000-025	172.83
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1140-1000-026	193.37
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1140-1000-027	58.97
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1140-1000-028	145.37
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1140-1000-029	414.66
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1140-1000-031	4.53
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-3200-1000-018	17.20
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-3300-1000-014	21.25
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-3300-1000-017	21.24
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-3300-1000-019	24.95
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-5750-1110-049	29.95
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0002-0-4300-1140-1000-033	353.85
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0400-0-4300-1130-1000-055	1,507.18
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-3010-0-4300-1110-1000-021	1,500.61
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-3010-0-4300-1110-1000-053	1,454.94
68	00290851	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-3010-0-4300-1130-1000-072	72.38

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68 00290851	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-3410-0-4300-5750-1190-000	20.12
68 00290851	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-6387-0-4300-3800-1000-024	18.17
68 00290851	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0730-0-4500-1110-3600-000	111.82
68 00290851	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	0101-0724-0-4500-5001-3600-000	260.92
68 00290852	V68151899	STANFIELD, SCOTT & OR ROWENA	04/06/20		MW	0101-0724-0-5800-5001-3600-000	242.88
68 00290853	V68072447	TARGET	04/06/20		MW	0101-0000-0-5216-0000-8220-000	109.00
68 00290854	V68152996	TIMOTHY A ADAMS & ASSOC APLC	04/06/20		MW	0101-6500-0-5800-5770-1190-000	18,949.79
68 00290855	V68151273	TOWNSEND, DERIK OR TAMARA	04/06/20		MW	0101-0724-0-5800-5001-3600-000	211.14
68 00290856	V68153154	WHITNEY, CHAD OR MEGHAN	04/06/20		MW	0101-0724-0-5800-5001-3600-000	364.32
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-0002-0-4300-1130-1000-076	18.60
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-0002-0-4300-1130-1000-079	4.22
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-0400-0-4300-1130-1000-052	12.40
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-0400-0-4300-1140-1000-003	2.83
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-0400-0-4300-1140-1000-024	1.11
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-0400-0-4300-1160-1000-000	4.50
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-0790-0-4500-0000-2100-000	207.37
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-0790-0-4500-0000-3110-000	27.04
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-1100-0-4300-1140-4200-004	11.91
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-6300-0-4300-1140-1000-000	6.18
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-6500-0-4500-5001-3150-000	42.01
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-6500-0-4500-5750-3140-000	52.85
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-0724-0-4600-5001-3600-000	17.44
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-0724-0-4600-5001-3600-000	11.91
68 00290858	V68999999	CDTFA	04/07/20		MW	0101-8150-0-5605-0000-8230-000	4.26
68 00290859	V68157980	RICOH USA INC.	04/07/20		MW	0101-0000-0-5605-0000-7550-000	12,400.84
68 00290865	V68001018	A Z BUS SALES INC	04/08/20		MW	0101-0730-0-4600-1110-3600-000	242.43
68 00290866	V68151696	ACUITY SPECIALTY PRODUCTS INC	04/08/20		MW	0101-0730-0-4600-1110-3600-000	387.89
68 00290867	V68145645	ALISO NIGUEL AUTO CARE	04/08/20		MW	0101-8150-0-5605-0000-8230-000	86.56
68 00290868	V68150294	AUTOZONE INC	04/08/20		MW	0101-0730-0-4600-1110-3600-000	61.41
68 00290869	V68149449	BORDERLAN SECURITY	04/08/20		MW	0101-0750-0-5800-0000-7700-000	200,247.26
68 00290870	V68146284	BUSWEST LLC	04/08/20		MW	0101-0730-0-4600-1110-3600-000	134.43
68 00290871	V68141660	CAL-STATE AUTO PARTS INC	04/08/20		MW	0101-0724-0-4600-5001-3600-000	264.18
68 00290872	V68016950	CAROLINA BIOLOGICAL SUPPLY CO.	04/08/20		MW	0101-0002-0-4300-1140-1000-006	245.59

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68	00290872	V68016950 CAROLINA BIOLOGICAL SUPPLY CO.	04/08/20		MW	0101-0400-0-4300-1140-1000-003	333.33
68	00290872	V68016950 CAROLINA BIOLOGICAL SUPPLY CO.	04/08/20		MW	0101-6300-0-4300-1140-1000-000	155.55
68	00290872	V68016950 CAROLINA BIOLOGICAL SUPPLY CO.	04/08/20		MW	0101-6387-0-4300-3800-1000-028	228.86
68	00290873	V68106764 CDWG Inc	04/08/20		MW	0101-0750-0-4405-0000-7700-000	320,969.45
68	00290874	V68146929 CENTRAL DRUG SYSTEM INC	04/08/20		MW	0101-0400-0-5800-1140-3900-004	800.00
68	00290875	V68146234 CINTAS CORPORATION #640	04/08/20		MW	0101-0000-0-5800-0000-8310-000	51.47
68	00290875	V68146234 CINTAS CORPORATION #640	04/08/20		MW	0101-0730-0-5800-1110-3600-000	154.83
68	00290875	V68146234 CINTAS CORPORATION #640	04/08/20		MW	0101-0724-0-5800-5001-3600-000	154.83
68	00290876	V68147693 COMPLETE OFFICE OF CA	04/08/20		MW	0101-0000-0-4500-0000-7300-000	19.38
68	00290877	V68155740 CUMMINS INC	04/08/20		MW	0101-0730-0-5605-1110-3600-000	828.85
68	00290878	V68064188 DELL COMPUTER	04/08/20		MW	0101-0400-0-4300-1130-1000-055	75.04
68	00290879	V68009300 DICK BLICK WEST	04/08/20		MW	0101-0002-0-4300-1140-1000-001	42.28
68	00290880	V68152671 E SPECIAL NEEDS LLC	04/08/20		MW	0101-6500-0-4500-5770-3140-000	38.90
68	00290881	V68110312 ENABLING DEVICES	04/08/20		MW	0101-6500-0-4500-5750-3140-000	114.95
68	00290882	V68118205 FASTENAL COMPANY	04/08/20		MW	0101-0724-0-4600-5001-3600-000	285.25
68	00290883	V68035735 GOPHER ATHLETIC	04/08/20		MW	0101-0002-0-4300-1140-1000-033	902.94
68	00290884	V68158694 HURCULES ACHIEVEMENT INC.dba H	04/08/20		MW	0101-0010-0-4500-0000-2700-002	3,081.51
68	00290885	V68149725 IMAGINE LEARNING INC	04/08/20		MW	0101-4203-0-5800-4760-1000-000	2,892.60
68	00290886	V68104580 LAWSON PRODUCTS INC	04/08/20		MW	0101-0730-0-4600-1110-3600-000	121.89
68	00290887	V68154138 LIGHTSPEED TECHNOLOGIES INC	04/08/20		MW	0101-0002-0-4300-1140-1000-006	136.30
68	00290895	V68150006 BEACON DAY SCHOOL	04/09/20		MW	0101-6500-0-5102-5750-1180-000	10,716.09
68	00290895	V68150006 BEACON DAY SCHOOL	04/09/20		MW	0101-6500-0-5102-5750-3140-000	840.00
68	00290896	V68009305 BLIND CHILDREN S LEARNING	04/09/20		MW	0101-6500-0-5110-5770-1190-000	4,151.17
68	00290897	V68018872 CITY OF SAN JUAN CAPISTRANO	04/09/20		MW	0101-0000-0-5500-0000-8200-000	302.80
68	00290897	V68018872 CITY OF SAN JUAN CAPISTRANO	04/09/20		MW	0101-8150-0-5800-0000-8120-000	916.49
68	00290898	V68148036 DOCUMENT TRACKING SERVICES LLC	04/09/20		MW	0101-0790-0-5800-4760-1000-000	2,264.36
68	00290899	V68159576 HAYA SAKADJIAN	04/09/20		MW	0101-3010-0-5800-7110-1000-103	625.00
68	00290900	V68155733 JULIE CHIAVERINI	04/09/20		MW	0101-4035-0-5800-7110-1000-110	1,100.00
68	00290901	V68154584 KOHN, KATIE M	04/09/20		MW	0101-3010-0-5800-7110-1000-113	1,619.00
68	00290902	V68056440 MARDAN SCHOOL	04/09/20		MW	0101-6500-0-5102-5750-1180-000	13,125.62
68	00290902	V68056440 MARDAN SCHOOL	04/09/20		MW	0101-6500-0-5802-5750-1180-000	12,038.73
68	00290902	V68056440 MARDAN SCHOOL	04/09/20		MW	0101-6500-0-5102-5750-1180-000	1,415.45
68	00290902	V68056440 MARDAN SCHOOL	04/09/20		MW	0101-6500-0-5102-5750-3110-000	340.00

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68	00290903	V68155949 MATTHEW WILLIAMS ENTERPRISES L	04/09/20		MW	0101-6500-0-5810-5750-11130-000	3,891.85
68	00290904	V68159635 MAURITA EBERLY HANFORD	04/09/20		MW	0101-0400-0-5800-1160-1000-000	75.00
68	00290905	V68142582 MESA GOLF CARTS	04/09/20		MW	0101-0000-0-5605-0000-8220-000	91.56
68	00290905	V68142582 MESA GOLF CARTS	04/09/20		MW	0101-8150-0-5605-0000-8110-000	4,834.93
68	00290906	V68121177 MICHIGAN BRAILLE TRANSCRIBING	04/09/20		MW	0101-6500-0-4400-5770-1190-000	3,203.95
68	00290907	V68040147 MOBILE COMMUNICATION REPAIR	04/09/20		MW	0101-0400-0-4500-0000-2700-077	2,091.43
68	00290908	V68121862 NCS PEARSON INC.	04/09/20		MW	0101-0000-0-4500-0000-3120-000	3,075.80
68	00290908	V68121862 NCS PEARSON INC.	04/09/20		MW	0101-6500-0-4500-5001-3120-000	4,613.70
68	00290909	V68160324 NEXTGEN ASSOCIATES INC DBA SER	04/09/20		MW	0101-8150-0-5605-0000-8110-201	11,307.89
68	00290910	V68149897 O REILLY AUTO PARTS	04/09/20		MW	0101-8150-0-4500-0000-8230-000	317.76
68	00290911	V68100369 OCEANVIEW SCHOOL	04/09/20		MW	0101-6500-0-5102-5750-1180-000	23,793.99
68	00290911	V68100369 OCEANVIEW SCHOOL	04/09/20		MW	0101-6500-0-5802-5750-1180-000	5,440.64
68	00290911	V68100369 OCEANVIEW SCHOOL	04/09/20		MW	0101-6500-0-5102-5750-1180-000	2,733.78
68	00290911	V68100369 OCEANVIEW SCHOOL	04/09/20		MW	0101-6500-0-5102-5750-3110-000	242.89
68	00290912	V68028870 OFFICE DEPOT	04/09/20		MW	0101-0000-0-4500-0000-3900-000	56.01
68	00290912	V68028870 OFFICE DEPOT	04/09/20		MW	0101-0002-0-4300-1140-1000-004	69.74
68	00290913	V68156402 OLIVE CREST ACADEMY	04/09/20		MW	0101-6500-0-5102-5750-1180-000	6,343.04
68	00290913	V68156402 OLIVE CREST ACADEMY	04/09/20		MW	0101-6500-0-5802-5750-1180-000	8,318.10
68	00290914	V68108571 ORANGE COUNTY DEPT OF EDUCAT	04/09/20		MW	0101-4035-0-5800-7110-1000-110	3,000.00
68	00290914	V68108571 ORANGE COUNTY DEPT OF EDUCAT	04/09/20		MW	0101-5640-0-5800-0000-2100-000	698.14
68	00290915	V68161592 P5 GRAPHICS AND DISPLAYS INC.	04/09/20		MW	0101-0000-0-4500-0000-7550-000	40.00
68	00290916	V68105435 PEARSON EDUCATION INC	04/09/20		MW	0101-7510-0-4300-1140-1000-006	565.36
68	00290917	V68154306 QUALITY STREET SERVICE	04/09/20		MW	0101-0730-0-5605-1110-3600-000	140.50
68	00290917	V68154306 QUALITY STREET SERVICE	04/09/20		MW	0101-0724-0-5605-5001-3600-000	140.50
68	00290918	V68154787 RAPTOR TECHNOLOGIES HOLDING	04/09/20		MW	0101-0400-0-4500-0000-2700-087	215.50
68	00290919	V68110339 RENAISSANCE LEARNING INC	04/09/20		MW	0101-4127-0-5800-7110-1000-113	715.00
68	00290920	V68152565 SNAP ON INCORPORATED	04/09/20		MW	0101-7220-0-4300-1140-1000-003	1,876.04
68	00290921	V68117671 SNOWDEN, MARYBETH (SAMMIE)	04/09/20		MW	0101-0400-0-4300-5750-1190-012	107.99
68	00290922	V68108107 SOLUTION TREE INC	04/09/20		MW	0101-0002-0-4200-1140-1000-026	89.95
68	00290922	V68108107 SOLUTION TREE INC	04/09/20		MW	0101-7510-0-4200-1130-1000-079	154.78
68	00290923	V68116610 SOUTH COAST FAMILY MEDICAL CEN	04/09/20		MW	0101-0000-0-5800-0000-7400-000	858.00
68	00290923	V68116610 SOUTH COAST FAMILY MEDICAL CEN	04/09/20		MW	0101-0730-0-5800-1110-3600-000	180.00
68	00290923	V68116610 SOUTH COAST FAMILY MEDICAL CEN	04/09/20		MW	0101-0724-0-5800-5001-3600-000	270.00

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68	00290924	V68118077 SOUTH COAST MEDICAL GROUP	04/09/20		MW	0101-0000-0-5800-0000-7400-000	909.00
68	00290925	V68143011 SOUTH COAST WATER DISTRICT	04/09/20		MW	0101-0000-0-5500-0000-8200-000	4,976.80
68	00290926	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/09/20		MW	0101-0002-0-4300-3200-1000-018	32.57
68	00290927	V68084800 SPARKLETT'S	04/09/20		MW	0101-0002-0-4300-1140-1000-005	2.60
68	00290928	V68007162 STAPLES BUSINESS ADVANTAGE	04/09/20		MW	0101-0400-0-4300-1130-1000-055	384.19
68	00290929	V68117385 STUTTERING FOUNDATION, THE	04/09/20		MW	0101-3311-0-4500-5001-2140-000	1,415.75
68	00290930	V68161403 SUMMIT VIEW SCHOOL DBA STEM3 A	04/09/20		MW	0101-6500-0-5802-5750-1180-000	10,976.00
68	00290931	V68161841 THOMAS AND NICOLA WELLNER	04/09/20		MW	0101-6500-0-5800-5770-3120-000	5,400.00
68	00290932	V68112012 TRUCPARCO	04/09/20		MW	0101-0730-0-4600-1110-3600-000	224.51
68	00290933	V68158685 VIVAS, MARGARITA	04/09/20		MW	0101-4127-0-5216-0000-2100-000	27.26
68	00290934	V68103795 VORTEX INDUSTRIES INC	04/09/20		MW	0101-8150-0-5605-0000-8110-050	6,050.00
68	00290935	V68161193 WILLIAMS, CHANDRA C.	04/09/20		MW	0101-3010-0-5800-7110-1000-103	840.00
68	00290936	V68143731 WINGARD, RICHARD AND LORENA	04/09/20		MW	0101-6500-0-5800-5750-1190-000	3,920.85
68	00290937	V68104710 YMCA OF ORANGE COUNTY	04/09/20		MW	0101-0000-0-8650-0000-0000-202	1,310.40
68	00290956	V68122588 1ST JOIN INC	04/10/20		MW	0101-8150-0-5605-0000-8110-000	526.29
68	00290957	V68110692 ACETEC SECURITY SYSTEMS	04/10/20		MW	0101-8150-0-5605-0000-8110-000	255.00
68	00290958	V68152532 ADVANTAGE WEST INVESTMENT ENTE	04/10/20		MW	0101-0000-0-4500-0000-8210-000	11,246.75
68	00290959	V68107160 ANTONIUS, LYNDIA	04/10/20		MW	0101-3315-0-5213-5730-3150-000	49.45
68	00290960	V68107319 BAVCO	04/10/20		MW	0101-8150-0-4500-0000-8110-000	2,171.16
68	00290961	V68161898 BAXTER, MICHELLE	04/10/20		MW	0101-0790-0-5213-4760-2100-000	19.55
68	00290962	V68080648 BLAND, LISA	04/10/20		MW	0101-3315-0-5213-5730-3150-000	70.15
68	00290963	V68144444 BOWDEN, JOANNA	04/10/20		MW	0101-0000-0-5213-0000-3120-000	17.94
68	00290963	V68144444 BOWDEN, JOANNA	04/10/20		MW	0101-3315-0-5213-5730-3120-000	22.43
68	00290963	V68144444 BOWDEN, JOANNA	04/10/20		MW	0101-3386-0-5213-5710-3120-000	4.48
68	00290964	V68160808 BRIGGS, SUSAN	04/10/20		MW	0101-0010-0-5213-1180-2420-000	11.55
68	00290965	V68115554 BROWN, NANCY	04/10/20		MW	0101-0790-0-5213-4760-2100-000	21.28
68	00290966	V68016950 CAROLINA BIOLOGICAL SUPPLY CO.	04/10/20		MW	0101-6300-0-4300-1140-1000-000	277.54
68	00290967	V68160622 CASTILLO, ANGELICA	04/10/20		MW	0101-0000-0-8699-0000-0000-000	236.80
68	00290968	V68106764 CDWG Inc	04/10/20		MW	0101-0400-0-4405-0000-8110-005	631.46
68	00290968	V68106764 CDWG Inc	04/10/20		MW	0101-3010-0-4400-1110-1000-061	1,936.99
68	00290968	V68106764 CDWG Inc	04/10/20		MW	0101-3010-0-4400-1110-1000-082	27,826.75
68	00290969	V68157551 CENTRAL COMMUNICATIONS	04/10/20		MW	0101-8150-0-5800-0000-8110-000	132.99
68	00290970	V68146234 CINTAS CORPORATION #640	04/10/20		MW	0101-8150-0-5605-0000-8110-000	1,003.08

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68 00290971	V68147693	COMPLETE OFFICE OF CA	04/10/20		MW	0101-8150-0-4500-0000-8110-000	34.88
68 00290972	V68027192	CONSOLIDATED ELECTRICAL DISTR	04/10/20		MW	0101-8150-0-4500-0000-8110-000	562.22
68 00290973	V68022310	COUNTY OF ORANGE - WASTE MNGT	04/10/20		MW	0101-0000-0-5500-0000-8200-000	279.31
68 00290974	V68117165	DEMICO	04/10/20		MW	0101-0002-0-4500-0000-2700-021	39.79
68 00290975	V68026001	DENAULT S HARDWARE	04/10/20		MW	0101-8150-0-4500-0000-8110-000	53.02
68 00290976	V68028500	DUNN-EDWARDS CORP	04/10/20		MW	0101-8150-0-4500-0000-8110-000	95.20
68 00290977	V68118205	FASTENAL COMPANY	04/10/20		MW	0101-8150-0-4500-0000-8110-000	1,271.57
68 00290978	V68032535	FEDERAL EXPRESS CORP	04/10/20		MW	0101-0000-0-5900-0000-7540-000	207.11
68 00290979	V68155629	FERGUSON ENTERPRISES INC.	04/10/20		MW	0101-8150-0-4500-0000-8110-000	2,598.30
68 00290980	V68073437	GANAHL LUMBER CO	04/10/20		MW	0101-8150-0-4500-0000-8110-000	1,215.71
68 00290981	V68151531	HD SUPPLY CONSTRUCTION AND	04/10/20		MW	0101-8150-0-4500-0000-8110-000	82.28
68 00290982	V68147116	HD SUPPLY FACILITIES MAINTENAN	04/10/20		MW	0101-8150-0-4500-0000-8110-000	1,062.15
68 00290983	V68046445	JOHNSTONE SUPPLY SANTA ANA	04/10/20		MW	0101-8150-0-4405-0000-8110-000	1,268.76
68 00290983	V68046445	JOHNSTONE SUPPLY SANTA ANA	04/10/20		MW	0101-8150-0-4500-0000-8110-000	29.74
68 00290984	V68148488	KOLENIC, NICOLE	04/10/20		MW	0101-6500-0-5213-5750-2100-000	232.30
68 00290985	V68152347	KYA SERVICES LLC	04/10/20		MW	0101-8150-0-5605-0000-8110-000	1,685.55
68 00290986	V68100711	LANGE, KATHLEEN	04/10/20		MW	0101-0000-0-5213-0000-7300-000	52.10
68 00290987	V68104580	LAWSON PRODUCTS INC	04/10/20		MW	0101-8150-0-4500-0000-8110-000	1,770.54
68 00290988	V68151320	MOBYMAX LLC	04/10/20		MW	0101-0400-0-4300-1140-1000-027	796.00
68 00290989	V68120042	MORRILL, LEAH	04/10/20		MW	0101-3315-0-5212-5730-1110-000	32.20
68 00290990	V68157305	MORSCO SUPPLY LLC	04/10/20		MW	0101-8150-0-4405-0000-8110-000	5,143.76
68 00290991	V68159589	MURILLO, ADOLFO	04/10/20		MW	0101-8150-0-5213-0000-8110-000	65.55
68 00290992	V68121862	NCS PEARSON INC.	04/10/20		MW	0101-0000-0-4500-0000-3120-000	3,352.38
68 00290992	V68121862	NCS PEARSON INC.	04/10/20		MW	0101-6500-0-4500-5001-3120-000	5,028.57
68 00290992	V68121862	NCS PEARSON INC.	04/10/20		MW	0101-6500-0-4500-5001-3150-000	212.44
68 00290993	V68149897	O REILLY AUTO PARTS	04/10/20		MW	0101-8150-0-4500-0000-8230-000	421.56
68 00290994	V68028870	OFFICE DEPOT	04/10/20		MW	0101-0002-0-4500-0000-2700-001	11.57
68 00290994	V68028870	OFFICE DEPOT	04/10/20		MW	0101-0002-0-4500-0000-2700-004	83.93
68 00290994	V68028870	OFFICE DEPOT	04/10/20		MW	0101-0002-0-4300-1140-1000-001	46.28
68 00290994	V68028870	OFFICE DEPOT	04/10/20		MW	0101-0002-0-4300-1140-1000-004	484.40
68 00290994	V68028870	OFFICE DEPOT	04/10/20		MW	0101-6500-0-4500-5001-2100-000	139.31
68 00290995	V68066546	ORANGE COUNTY PUMP	04/10/20		MW	0101-8150-0-5605-0000-8110-000	6,787.79
68 00290996	V68068227	PARKHOUSE TIRE INC.	04/10/20		MW	0101-0724-0-4600-5001-3600-000	3,755.73

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68 00290997	V68153896	PARSI, HOUPAND	04/10/20		MW	0101-0790-0-5213-4760-2100-000	52.90
68 00290998	V68005322	PLAYPOWER LT FARMINGTON INC	04/10/20		MW	0101-8150-0-4500-0000-8110-000	2,256.25
68 00290999	V68021466	PRO-ED INC	04/10/20		MW	0101-0000-0-4500-0000-3120-000	365.00
68 00290999	V68021466	PRO-ED INC	04/10/20		MW	0101-6500-0-4500-5001-3120-000	438.00
68 00291000	V68155221	RG TECH SERVICES	04/10/20		MW	0101-8150-0-5605-0000-8110-022	237.78
68 00291001	V68145500	RUSSELL SIGLER INC	04/10/20		MW	0101-8150-0-4405-0000-8110-000	540.31
68 00291002	V68123515	SAFETY KLEEN SYSTEMS INC	04/10/20		MW	0101-0730-0-5800-1110-3600-000	495.93
68 00291002	V68123515	SAFETY KLEEN SYSTEMS INC	04/10/20		MW	0101-0724-0-5800-5001-3600-000	495.93
68 00291003	V68145400	SELECT EQUIPMENT SALES INC	04/10/20		MW	0101-0000-0-5605-0000-7540-000	529.99
68 00291004	V68023172	SIGNS BY CREATIONS UNLIMITED	04/10/20		MW	0101-8150-0-4500-0000-8110-000	1,119.44
68 00291005	V68152674	SITEONE LANDSCAPE SUPPLY LLC	04/10/20		MW	0101-0000-0-4500-0000-8220-000	1,005.42
68 00291006	V68112866	SMARTAN SUPPLY COMPANY	04/10/20		MW	0101-8150-0-4500-0000-8110-000	1,228.66
68 00291007	V68161076	SMITH, SUSAN	04/10/20		MW	0101-6500-0-5212-5750-1110-000	82.80
68 00291008	V68155965	SOS SURVIVAL PRODUCTS Inc	04/10/20		MW	0101-4127-0-4500-7110-2700-123	5,358.62
68 00291009	V68083880	SOUTH COAST DISTRIBUTING CO	04/10/20		MW	0101-0000-0-4500-0000-8210-000	255.91
68 00291010	V68157572	THREE'S COMPANY SERVICES INC	04/10/20		MW	0101-8150-0-5605-0000-8110-000	1,150.00
68 00291011	V68103847	TIFCO INDUSTRIES INC	04/10/20		MW	0101-8150-0-4500-0000-8110-000	586.01
68 00291012	V68161862	TREMCO INC	04/10/20		MW	0101-8150-0-4500-0000-8110-000	1,973.03
68 00291013	V68122627	TURI, CRISTYL	04/10/20		MW	0101-0790-0-5213-4760-2100-000	43.27
68 00291014	V68100636	ULINE INC	04/10/20		MW	0101-8150-0-4500-0000-8110-000	246.96
68 00291015	V68093334	UNITED RENTALS	04/10/20		MW	0101-8150-0-5605-0000-8110-000	2,296.15
68 00291016	V68147868	US BANK	04/10/20		MW	0101-0000-0-9517-0000-0000-000	15,143.84
68 00291017	V68019265	VISTA PAINT & WALLCOVERING	04/10/20		MW	0101-0000-0-4500-0000-8220-000	5.55
68 00291018	V68036075	W W GRAINGER INC	04/10/20		MW	0101-8150-0-4405-0000-8110-000	1,216.74
68 00291018	V68036075	W W GRAINGER INC	04/10/20		MW	0101-8150-0-4500-0000-8110-000	1,406.30
68 00291019	V68161214	XANTE CORPORATION	04/10/20		MW	0101-0000-0-4500-0000-7550-000	37.28
68 00291020	V68157834	ZUM SERVICES INCORPORATED	04/10/20		MW	0101-0400-0-5838-1130-1000-079	2,600.00
68 00291025	V68011689	BROOKES PUBLISHING CO, PAUL H	04/13/20		MW	0101-3315-0-4500-5730-2700-000	372.84
68 00291026	V68018870	CITY OF SAN CLEMENTE	04/13/20		MW	0101-0000-0-5500-0000-8200-000	21,269.13
68 00291027	V68018872	CITY OF SAN JUAN CAPISTRANO	04/13/20		MW	0101-8150-0-5800-0000-8120-000	383.24
68 00291028	V68112600	COX COMMUNICATIONS	04/13/20		MW	0101-0000-0-5900-0000-7601-000	10,871.81
68 00291029	V68104419	MHS INC	04/13/20		MW	0101-0000-0-4500-0000-3120-000	2,578.55
68 00291029	V68104419	MHS INC	04/13/20		MW	0101-6500-0-4500-5001-3120-000	3,867.83

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68	00291030	V68160324 NEXTGEN ASSOCIATES INC DBA SER	04/13/20		MW	0101-8150-0-5605-0000-8110-001	3,063.05
68	00291031	V68066625 ORANGE COUNTY TANK TESTING INC	04/13/20		MW	0101-8150-0-5800-0000-8230-000	1,800.00
68	00291032	V68123679 PACIFIC PLUMBING COMPANY OF SA	04/13/20		MW	0101-8150-0-5605-0000-8110-000	3,697.50
68	00291033	V68107584 PRESENTATION FOLDER INC	04/13/20		MW	0101-0000-0-4500-0000-7550-000	684.21
68	00291034	V68074000 REEL LUMBER SERVICE	04/13/20		MW	0101-0002-0-4300-1140-1000-024	1,855.82
68	00291035	V68149751 REPAIRZOOM LLC	04/13/20		MW	0101-6500-0-5600-5001-2100-000	93.48
68	00291035	V68149751 REPAIRZOOM LLC	04/13/20		MW	0101-6500-0-5600-5750-1190-000	219.68
68	00291035	V68149751 REPAIRZOOM LLC	04/13/20		MW	0101-6500-0-5600-5770-1190-000	219.68
68	00291036	V68160806 RIVERSIDE ASSESSMENTS LLC	04/13/20		MW	0101-0000-0-4500-0000-3120-000	2,207.15
68	00291036	V68160806 RIVERSIDE ASSESSMENTS LLC	04/13/20		MW	0101-6500-0-4500-5001-3120-000	3,310.74
68	00291037	V68145500 RUSSELL SIGLER INC	04/13/20		MW	0101-8150-0-4405-0000-8110-000	1,482.49
68	00291038	V68079190 SANTA MARGARITA WATER	04/13/20		MW	0101-0000-0-5500-0000-8200-000	2,578.93
68	00291039	V68153530 SIMPSON IRVINE INC	04/13/20		MW	0101-8150-0-4500-0000-8230-000	1,358.23
68	00291040	V68152565 SNAP ON INCORPORATED	04/13/20		MW	0101-7220-0-4400-1140-1000-003	781.19
68	00291041	V68149204 SOUTH COAST FIRE PROTECTION IN	04/13/20		MW	0101-8150-0-5605-0000-8110-000	2,500.00
68	00291042	V68143011 SOUTH COAST WATER DISTRICT	04/13/20		MW	0101-0000-0-5500-0000-8200-000	2,094.20
68	00291043	V68050288 SPICERS PAPER INC	04/13/20		MW	0101-0000-0-4500-0000-7550-000	1,541.04
68	00291044	V68007162 STAPLES BUSINESS ADVANTAGE	04/13/20		MW	0101-0010-0-4500-0000-2100-000	311.39
68	00291045	V68161837 SUPPLY SOLUTIONS	04/13/20		MW	0101-7388-0-4500-0000-7550-000	1,461.74
68	00291046	V68068085 THE PAINT STORE	04/13/20		MW	0101-0730-0-4600-1110-3600-000	224.67
68	00291047	V68156846 TITAN DETAIL LLC	04/13/20		MW	0101-0730-0-5800-1110-3600-000	3,500.00
68	00291048	V68147300 TUTTLE CLICK FORD LINCOLN	04/13/20		MW	0101-0724-0-4600-5001-3600-000	120.00
68	00291048	V68147300 TUTTLE CLICK FORD LINCOLN	04/13/20		MW	0101-0724-0-5605-5001-3600-000	3,169.97
68	00291049	V68161786 VERITE GROUP INC	04/13/20		MW	0101-9030-0-5800-0000-7700-000	2,750.00
68	00291050	V68146230 WESTERN PUMP INC	04/13/20		MW	0101-0730-0-5605-1110-3600-000	160.00
68	00291050	V68146230 WESTERN PUMP INC	04/13/20		MW	0101-0724-0-5605-5001-3600-000	160.00
68	00291051	V68150700 ZONAR SYSTEMS INC	04/13/20		MW	0101-0730-0-5605-1110-3600-000	450.94
68	00291051	V68150700 ZONAR SYSTEMS INC	04/13/20		MW	0101-0724-0-5605-5001-3600-000	450.94
68	00291053	V68156236 A CABRAL ROOFING GROUP	04/14/20		MW	0101-8150-0-5605-0000-8110-087	23,000.00
68	00291054	V68120139 ALC SCHOOLS LLC	04/14/20		MW	0101-0724-0-5800-5001-3600-000	45,125.00
68	00291055	V68156745 ALMANZA, NADINE	04/14/20		MW	0101-3010-0-5215-1110-1000-021	1,023.58
68	00291056	V68109931 ARC	04/14/20		MW	0101-0000-0-5800-0000-7690-000	1,193.87
68	00291057	V68160614 AUTISM WELLNESS CONSULTING INC	04/14/20		MW	0101-6500-0-5101-5001-3120-000	5,760.00

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68	00291058	V68153172 BAGGIO, LISA	04/14/20		MW	0101-0400-0-5216-0000-7400-000	111.55
68	00291059	V68104991 BROOKS, TIM	04/14/20		MW	0101-0000-0-5216-0000-7400-000	73.60
68	00291059	V68104991 BROOKS, TIM	04/14/20		MW	0101-0400-0-5216-0000-7400-000	107.41
68	00291060	V68119648 CAMPCO RECREATION	04/14/20		MW	0101-6010-0-5100-1130-1000-055	15,280.96
68	00291061	V68157721 CANON FINANCIAL SERVICES INC.	04/14/20		MW	0101-0000-0-5600-1110-1000-099	1,489.79
68	00291062	V68157722 CANON SOLUTIONS AMERICA INC.	04/14/20		MW	0101-0000-0-5600-1110-1000-099	166,852.11
68	00291063	V68161317 CARVENTE HERNANDEZ, MIGUEL	04/14/20		MW	0101-0400-0-4300-1140-1000-027	24.77
68	00291064	V68158826 CHERRY GULCH INC	04/14/20		MW	0101-6500-0-5103-5750-1180-000	4,106.25
68	00291064	V68158826 CHERRY GULCH INC	04/14/20		MW	0101-6512-0-5104-5750-1180-000	1,040.25
68	00291064	V68158826 CHERRY GULCH INC	04/14/20		MW	0101-6512-0-5104-5750-1180-000	5,803.50
68	00291065	V68160912 CIANCI, MELISSA D. CECIL	04/14/20		MW	0101-0065-0-5800-1110-1000-000	443.14
68	00291066	V68160375 CLAIRE H. RADICE	04/14/20		MW	0101-6500-0-5100-5750-3140-000	5,984.00
68	00291066	V68160375 CLAIRE H. RADICE	04/14/20		MW	0101-6500-0-5100-5770-3140-000	5,984.00
68	00291067	V68156470 CLARK, DANIELLE	04/14/20		MW	0101-6500-0-5216-5001-2100-000	180.00
68	00291068	V68152576 DISCOVERY RANCH	04/14/20		MW	0101-6500-0-5803-5750-1180-000	2,500.00
68	00291068	V68152576 DISCOVERY RANCH	04/14/20		MW	0101-6512-0-5104-5750-1180-000	9,750.00
68	00291068	V68152576 DISCOVERY RANCH	04/14/20		MW	0101-6512-0-5104-5750-1180-000	3,450.00
68	00291069	V68157078 GINA MARCHETTI	04/14/20		MW	0101-6500-0-5800-5770-1190-000	2,267.65
68	00291070	V68112996 GOODWILL INDUSTRIES OF ORANGE	04/14/20		MW	0101-6500-0-5110-5750-1130-000	11,470.00
68	00291071	V68161909 GRANT, PATRICIA	04/14/20		MW	0101-0400-0-5216-0000-7400-000	111.55
68	00291072	V68119631 GROVES, LISA A.	04/14/20		MW	0101-3386-0-5815-5710-3120-000	500.00
68	00291073	V68059154 HERITAGE SCHOOLS INC	04/14/20		MW	0101-6500-0-5803-5750-1180-000	3,360.00
68	00291073	V68059154 HERITAGE SCHOOLS INC	04/14/20		MW	0101-6512-0-5104-5750-1180-000	7,998.00
68	00291073	V68059154 HERITAGE SCHOOLS INC	04/14/20		MW	0101-6512-0-5104-5750-3120-000	2,821.00
68	00291074	V68153148 MONTGOMERY, RICH	04/14/20		MW	0101-0000-0-4500-0000-7400-000	64.64
68	00291075	V68154703 nRICH EDUCATIONAL CONSULTING I	04/14/20		MW	0101-4035-0-5800-7110-1000-107	10,000.00
68	00291076	V68161509 OCDE - INSIDE THE OUTDOORS	04/14/20		MW	0101-0400-0-5840-1130-1000-067	2,841.00
68	00291077	V68158398 PETERSON, RICHARD AND PATTI	04/14/20		MW	0101-6500-0-5800-5770-1190-000	17,716.00
68	00291078	V68157705 PITERA, ROBERT OR FRANCESCA	04/14/20		MW	0101-6500-0-5800-5750-1190-000	3,610.15
68	00291079	V68156480 PREMIER HEALTHCARE SERVICES LL	04/14/20		MW	0101-3315-0-5801-5730-3141-000	1,040.60
68	00291080	V68078255 SAN DIEGO GAS & ELECTRIC	04/14/20		MW	0101-0000-0-5500-0000-8200-000	118,497.51
68	00291081	V68084100 SO CA GAS CO	04/14/20		MW	0101-0724-0-4600-5001-3600-000	3,632.87
68	00291082	V68084100 SO CA GAS CO	04/14/20		MW	0101-0000-0-5500-0000-8200-000	2,703.68

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68	00291083	V68122718 SOUTHERN CALIFORNIA EDISON	04/14/20		MW	0101-0000-0-5500-0000-8200-000	43,037.43
68	00291084	V68157077 STANDRIDGE, KAREN	04/14/20		MW	0101-6500-0-5800-5750-1180-000	948.40
68	00291085	V68159227 STERNS, JEFF	04/14/20		MW	0101-3010-0-5800-1110-1000-000	491.05
68	00291086	V68156644 VILLA SANTA MARIA INC	04/14/20		MW	0101-6500-0-5803-5750-1180-000	4,371.00
68	00291089	V68001018 A Z BUS SALES INC	04/15/20		MW	0101-0730-0-4600-1110-3600-000	526.96
68	00291090	V68146616 ALEXANDER VOGEL	04/15/20		MW	0101-8150-0-5605-0000-8110-000	2,150.00
68	00291091	V68147757 ANIMAL PEST MANAGEMENT SERVICE	04/15/20		MW	0101-0000-0-5605-0000-8220-000	500.00
68	00291092	V68160069 APOLLO WOOD RECOVERY INC DBA A	04/15/20		MW	0101-0000-0-4500-0000-8220-000	2,849.38
68	00291093	V68151903 ASSETGENIE INC	04/15/20		MW	0101-0000-0-5605-0000-7700-000	2,497.50
68	00291094	V68106070 AT&T	04/15/20		MW	0101-8150-0-5800-0000-8110-000	71.09
68	00291095	V68105240 BARNES & NOBLE BOOKSELLERS INC	04/15/20		MW	0101-0400-0-4200-1140-1000-004	111.22
68	00291096	V68006981 BEE MAN, THE	04/15/20		MW	0101-8150-0-5605-0000-8110-000	301.50
68	00291097	V68148544 BIOMEDICAL WASTE DISPOSAL	04/15/20		MW	0101-0000-0-5800-0000-8310-000	157.76
68	00291098	V68141660 CAL-STATE AUTO PARTS INC	04/15/20		MW	0101-0724-0-4600-5001-3600-000	226.90
68	00291099	V6899999 CDTFA	04/15/20		MW	0101-0000-0-5800-0000-8310-000	911.06
68	00291100	V68106764 CDWG Inc	04/15/20		MW	0101-0000-0-4405-0000-3140-000	2,688.22
68	00291100	V68106764 CDWG Inc	04/15/20		MW	0101-0400-0-4400-1130-1000-075	8,805.58
68	00291101	V68146234 CINTAS CORPORATION #640	04/15/20		MW	0101-0730-0-5800-1110-3600-000	154.83
68	00291101	V68146234 CINTAS CORPORATION #640	04/15/20		MW	0101-0724-0-5800-5001-3600-000	154.83
68	00291102	V68147693 COMPLETE OFFICE OF CA	04/15/20		MW	0101-0000-0-4500-0000-7300-000	17.22
68	00291103	V68024000 CULVER-NEULIN INC	04/15/20		MW	0101-4127-0-4300-1140-1000-000	798.43
68	00291104	V68154409 EWING IRRIGATION PRODUCTS INC	04/15/20		MW	0101-0000-0-4500-0000-8220-000	143.92
68	00291105	V68032535 FEDERAL EXPRESS CORP	04/15/20		MW	0101-0000-0-5900-0000-7540-000	109.76
68	00291106	V68057042 FOLLETT EDUCATIONAL SERVICES	04/15/20		MW	0101-0400-0-4300-1130-1000-056	206.88
68	00291107	V68160536 HI-LINE ELECTRIC CO INC.	04/15/20		MW	0101-0730-0-4600-1110-3600-000	1,023.07
68	00291108	V68154268 MARINE AIR INC	04/15/20		MW	0101-8150-0-5605-0000-8110-000	2,856.46
68	00291109	V68142582 MESA GOLF CARTS	04/15/20		MW	0101-8150-0-5605-0000-8110-000	2,290.37
68	00291110	V68112637 MIND RESEARCH INSTITUTE	04/15/20		MW	0101-3010-0-5800-1110-1000-021	6,000.00
68	00291111	V68040147 MOBILE COMMUNICATION REPAIR	04/15/20		MW	0101-8150-0-5605-0000-8110-000	256.07
68	00291112	V68061270 MOULTON NIGUEL WATER	04/15/20		MW	0101-0000-0-5500-0000-8200-000	6,072.09
68	00291113	V68161398 NATIONAL BUSINESS FURNITURE LL	04/15/20		MW	0101-0400-0-4500-0000-2700-054	137.38
68	00291114	V68156464 NDS	04/15/20		MW	0101-0000-0-5900-0000-7540-000	185.51
68	00291115	V68144226 NEW PIG CORPORATION	04/15/20		MW	0101-8150-0-5800-0000-8230-000	1,647.50

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68	00291116	V68105525 ONE STOP BINDERY	04/15/20		MW	0101-0000-0-5800-0000-7550-000	615.60
68	00291117	V68154724 PINNACLE PETROLEUM INC	04/15/20		MW	0101-8150-0-4500-0000-8230-000	12,323.97
68	00291118	V68071608 PRUDENTIAL OVERALL SUPPLY	04/15/20		MW	0101-0000-0-5800-0000-7550-000	44.32
68	00291119	V68146103 R&S SOIL PRODUCTS INC	04/15/20		MW	0101-0000-0-4500-0000-8220-000	6,415.98
68	00291120	V68146162 RIFTON EQUIPMENT	04/15/20		MW	0101-6500-0-4405-5750-3140-000	4,662.89
68	00291121	V68101222 SANTA MARGARITA FORD	04/15/20		MW	0101-8150-0-6400-0000-8110-000	52,537.82
68	00291122	V68079190 SANTA MARGARITA WATER	04/15/20		MW	0101-0000-0-5500-0000-8200-000	1,704.66
68	00291123	V68083350 SMART & FINAL **SCHOOL SITES**	04/15/20		MW	0101-3555-0-4300-3800-1000-018	111.88
68	00291123	V68083350 SMART & FINAL **SCHOOL SITES**	04/15/20		MW	0101-6520-0-4300-5750-1190-000	42.16
68	00291124	V68147300 TUTTLE CLICK FORD LINCOLN	04/15/20		MW	0101-0724-0-4600-5001-3600-000	120.00
68	00291125	V68040766 WARDS NATURAL SCIENCE	04/15/20		MW	0101-0002-0-4300-1140-1000-002	84.43
68	00291126	V68110273 WATERLINES TECHNOLOGIES INC	04/15/20		MW	0101-8150-0-4500-0000-8110-000	8,487.18
68	00291127	V68098060 WESTERN PSYCHOLOGICAL SERVICES	04/15/20		MW	0101-0000-0-4500-0000-3120-000	830.10
68	00291127	V68098060 WESTERN PSYCHOLOGICAL SERVICES	04/15/20		MW	0101-6500-0-4500-5001-3120-000	1,245.16
68	00291147	V68107160 ANTONIUS, LYNDIA	04/16/20		MW	0101-3315-0-5213-5730-3150-000	41.40
68	00291148	V68159434 ASLAMYAR, MINA NAWABI AND/OR S	04/16/20		MW	0101-3315-0-5802-5730-1180-000	2,425.35
68	00291149	V68161472 BABAYANI, ANITA	04/16/20		MW	0101-3315-0-5212-5730-1110-000	10.93
68	00291149	V68161472 BABAYANI, ANITA	04/16/20		MW	0101-6500-0-5213-5750-3110-000	10.92
68	00291150	V68150006 BEACON DAY SCHOOL	04/16/20		MW	0101-6500-0-5102-5750-3150-000	1,040.00
68	00291151	V68144444 BOWDEN, JOANNA	04/16/20		MW	0101-0000-0-5213-0000-3120-000	17.48
68	00291151	V68144444 BOWDEN, JOANNA	04/16/20		MW	0101-3315-0-5213-5730-3120-000	21.85
68	00291151	V68144444 BOWDEN, JOANNA	04/16/20		MW	0101-3386-0-5213-5710-3120-000	4.37
68	00291152	V68104991 BROOKS, TIM	04/16/20		MW	0101-0000-0-4405-0000-7400-000	239.20
68	00291153	V68112956 BRUNTON, MICHELLE	04/16/20		MW	0101-1102-0-5212-1160-1000-000	61.53
68	00291154	V68159772 CANIZALES, JULIE	04/16/20		MW	0101-0000-0-5213-0000-3140-000	64.40
68	00291155	V68159141 CASTRO, AMARA	04/16/20		MW	0101-6500-0-5213-5750-3110-000	39.68
68	00291156	V68160416 CHANGE ACADEMY LAKE OF THE OZA	04/16/20		MW	0101-6500-0-5103-5750-1180-000	1,851.90
68	00291156	V68160416 CHANGE ACADEMY LAKE OF THE OZA	04/16/20		MW	0101-6500-0-5803-5750-1180-000	1,196.04
68	00291156	V68160416 CHANGE ACADEMY LAKE OF THE OZA	04/16/20		MW	0101-6512-0-5104-5750-1180-000	2,970.00
68	00291156	V68160416 CHANGE ACADEMY LAKE OF THE OZA	04/16/20		MW	0101-6512-0-5104-5750-3120-000	9,522.00
68	00291157	V68156618 CINNAMON HILLS YOUTH CRISIS CE	04/16/20		MW	0101-6500-0-5103-5750-1180-000	323.88
68	00291157	V68156618 CINNAMON HILLS YOUTH CRISIS CE	04/16/20		MW	0101-6500-0-5803-5750-1180-000	2,409.84
68	00291157	V68156618 CINNAMON HILLS YOUTH CRISIS CE	04/16/20		MW	0101-6512-0-5104-5750-1180-000	8,175.70

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68	00291157	V68156618 CINNAMON HILLS YOUTH CRISIS CE	04/16/20		MW	0101-6512-0-5104-5750-3120-000	1,828.84
68	00291158	V68153500 CONNOLLY, KAY	04/16/20		MW	0101-0000-0-5212-1140-1000-025	11.39
68	00291158	V68153500 CONNOLLY, KAY	04/16/20		MW	0101-0000-0-5212-3300-1000-014	7.59
68	00291159	V68161911 CROWELL, DAVE	04/16/20		MW	0101-3315-0-5212-5730-1110-000	10.64
68	00291159	V68161911 CROWELL, DAVE	04/16/20		MW	0101-6500-0-5213-5750-3110-000	10.64
68	00291160	V68161039 DUMLER, VICTORIA	04/16/20		MW	0101-3315-0-5212-5730-1110-000	18.97
68	00291160	V68161039 DUMLER, VICTORIA	04/16/20		MW	0101-6500-0-5213-5750-3110-000	18.98
68	00291161	V68148516 ENGELSON, EMILY	04/16/20		MW	0101-3315-0-5212-5730-1110-000	8.05
68	00291161	V68148516 ENGELSON, EMILY	04/16/20		MW	0101-6500-0-5213-5750-3110-000	8.05
68	00291162	V68113985 ENRIQUEZ, MICHELLE L	04/16/20		MW	0101-6500-0-5213-5001-2100-000	11.50
68	00291163	V68151472 FITZHUGH, MARLENE	04/16/20		MW	0101-0790-0-5213-4760-2100-000	40.83
68	00291164	V68140393 FLYNN, MARGARET	04/16/20		MW	0101-3315-0-5212-5730-1110-000	22.42
68	00291164	V68140393 FLYNN, MARGARET	04/16/20		MW	0101-6500-0-5213-5750-3110-000	22.43
68	00291165	V68161239 FRED FINCH YOUTH CENTER CARES	04/16/20		MW	0101-6500-0-5801-5750-1180-000	3,275.31
68	00291166	V68157698 GRIFFIN, JORDAN	04/16/20		MW	0101-6500-0-5213-5750-3140-000	120.75
68	00291167	V68105696 HAACK, KATHI	04/16/20		MW	0101-1102-0-5212-1160-1000-000	47.72
68	00291168	V68151579 HAMMOND, DARCY	04/16/20		MW	0101-3315-0-5212-5730-1110-000	4.60
68	00291168	V68151579 HAMMOND, DARCY	04/16/20		MW	0101-6500-0-5213-5750-3110-000	4.60
68	00291169	V68122306 HANRATTY-RAJA, JENNIPHER	04/16/20		MW	0101-6500-0-5213-5750-3140-000	16.10
68	00291170	V68161255 HEALY, THERESA	04/16/20		MW	0101-1102-0-5212-1160-1000-000	41.40
68	00291171	V68100292 HEAR NOW	04/16/20		MW	0101-3315-0-5801-5730-3150-000	998.74
68	00291171	V68100292 HEAR NOW	04/16/20		MW	0101-3386-0-5801-5710-3150-000	1,498.13
68	00291171	V68100292 HEAR NOW	04/16/20		MW	0101-6500-0-5801-5750-3150-000	2,496.88
68	00291172	V68160606 HO, DANIELLE	04/16/20		MW	0101-6500-0-5800-5750-3140-000	1,225.00
68	00291173	V68151216 JENNIFER TONEY SPEECH	04/16/20		MW	0101-6500-0-5801-5750-1181-000	734.40
68	00291173	V68151216 JENNIFER TONEY SPEECH	04/16/20		MW	0101-6500-0-5801-5770-1181-000	1,560.60
68	00291174	V68161106 JESCH, RYAN	04/16/20		MW	0101-1102-0-5212-1160-1000-000	37.95
68	00291175	V68161372 KRIVKO, ELENA	04/16/20		MW	0101-6500-0-5800-5750-1180-000	451.91
68	00291176	V68152415 LAPPIN, RICHARD	04/16/20		MW	0101-6512-0-5115-5750-3110-000	382.50
68	00291177	V68160909 LONG, JEFFREY	04/16/20		MW	0101-1102-0-5212-1160-1000-000	68.43
68	00291178	V68154767 LUGO, JACQUELINE KAY	04/16/20		MW	0101-6512-0-5115-5750-3110-000	3,640.00
68	00291179	V68161638 MAIER, BEN AND NICOLE	04/16/20		MW	0101-6500-0-5800-5770-1190-000	2,100.00
68	00291180	V68153148 MONTGOMERY, RICH	04/16/20		MW	0101-0400-0-5216-0000-7400-000	53.71

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68	00291181	V68161808 MORA, KAREN	04/16/20		MW	0101-0000-0-5213-0000-3140-000	144.63
68	00291182	V68117359 PANNING LABATE, TINA	04/16/20		MW	0101-3315-0-5212-5730-1110-000	16.10
68	00291182	V68117359 PANNING LABATE, TINA	04/16/20		MW	0101-6500-0-5212-5750-1110-000	16.10
68	00291183	V68005702 PROVO CANYON SCHOOL	04/16/20		MW	0101-6500-0-5803-5750-1180-000	10,368.00
68	00291183	V68005702 PROVO CANYON SCHOOL	04/16/20		MW	0101-6512-0-5104-5750-1180-000	18,879.00
68	00291183	V68005702 PROVO CANYON SCHOOL	04/16/20		MW	0101-6512-0-5104-5750-3120-000	10,416.00
68	00291184	V68160740 RAMIREZ, MARIA E.	04/16/20		MW	0101-6500-0-5101-5001-3120-000	10,880.00
68	00291185	V68161414 RICHARDSON, HEATHER	04/16/20		MW	0101-0000-0-5213-0000-3120-000	7.36
68	00291185	V68161414 RICHARDSON, HEATHER	04/16/20		MW	0101-6500-0-5213-5001-3120-000	11.04
68	00291186	V68147427 SHACK-LAPPIN, CAROL	04/16/20		MW	0101-6512-0-5115-5750-3110-000	2,656.25
68	00291187	V68148580 SOLIANT HEALTH INC	04/16/20		MW	0101-0000-0-5101-0000-3120-000	3,333.49
68	00291187	V68148580 SOLIANT HEALTH INC	04/16/20		MW	0101-3315-0-5101-5730-3150-000	13,614.96
68	00291187	V68148580 SOLIANT HEALTH INC	04/16/20		MW	0101-6500-0-5801-5001-3120-000	5,000.25
68	00291187	V68148580 SOLIANT HEALTH INC	04/16/20		MW	0101-6510-0-5101-5710-3150-000	3,403.73
68	00291188	V68100812 SOLTIS, PAMELA	04/16/20		MW	0101-6500-0-5213-5750-3110-000	40.25
68	00291189	V68159532 THERAPY TRAVELERS LLC	04/16/20		MW	0101-0000-0-5100-0000-3120-000	1,520.00
68	00291189	V68159532 THERAPY TRAVELERS LLC	04/16/20		MW	0101-6500-0-5801-5001-3120-000	2,280.00
68	00291190	V68152996 TIMOTHY A ADAMS & ASSOC APLC	04/16/20		MW	0101-6500-0-5800-5770-1190-000	7,353.75
68	00291191	V68115947 TRICIA KARETAS KRANTZ	04/16/20		MW	0101-6512-0-5115-5750-3110-000	2,222.50
68	00291192	V68158685 VIVAS, MARGARITA	04/16/20		MW	0101-3010-0-5213-0000-2100-000	18.40
68	00291193	V68057505 WENTZEL, KORY	04/16/20		MW	0101-1102-0-5212-1160-1000-000	59.22
68	00291195	V68063693 E STEWART AND ASSOCIATES INC	04/17/20		MW	0101-0000-0-5605-0000-8220-000	5,296.00
68	00291197	V68161974 KIRSCHENHEITER, SIENNA	04/20/20		MW	0101-0004-0-4200-1180-2420-089	21.00
68	00291198	V68078255 SAN DIEGO GAS & ELECTRIC	04/20/20		MW	0101-0000-0-5500-0000-8200-000	162,992.20
68	00291199	V68079190 SANTA MARGARITA WATER	04/20/20		MW	0101-0000-0-5500-0000-8200-000	1,879.81
68	00291200	V68084100 SO CA GAS CO	04/20/20		MW	0101-0000-0-5500-0000-8200-000	87.83
68	00291201	V68143011 SOUTH COAST WATER DISTRICT	04/20/20		MW	0101-0000-0-5500-0000-8200-000	4,436.43
68	00291202	V68122718 SOUTHERN CALIFORNIA EDISON	04/20/20		MW	0101-0000-0-5500-0000-8200-000	25,976.91
68	00291203	V68161973 WANG, KAIYA	04/20/20		MW	0101-0004-0-4200-1180-2420-089	16.00
68	00291204	V68141584 WLC ARCHITECTS INC	04/20/20		MW	0101-0400-0-6210-0000-8500-005	1,100.00
68	00291280	V68140622 ALPINE ACADEMY	04/21/20		MW	0101-6500-0-5803-5750-1180-000	2,880.00
68	00291280	V68140622 ALPINE ACADEMY	04/21/20		MW	0101-6500-0-5103-5750-3140-000	500.00
68	00291280	V68140622 ALPINE ACADEMY	04/21/20		MW	0101-6512-0-5104-5750-1180-000	6,665.00

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68	00291280	V68140622 ALPINE ACADEMY	04/21/20		MW	0101-6512-0-5104-5750-3120-000	4,650.00
68	00291281	V68148751 ALZAMORA, MARTIN OR LUCERO	04/21/20		MW	0101-0724-0-5800-5001-3600-000	138.00
68	00291282	V68161925 ARZOLA, JONNY	04/21/20		MW	0101-0724-0-5800-5001-3600-000	1,067.99
68	00291283	V68159434 ASLAMYAR, MINA NAWABI AND/OR S	04/21/20		MW	0101-3315-0-5802-5730-1180-000	1,276.50
68	00291283	V68159434 ASLAMYAR, MINA NAWABI AND/OR S	04/21/20		MW	0101-0724-0-5800-5001-3600-000	272.32
68	00291284	V68141916 BANNERMAN, CARY OR KELLY	04/21/20		MW	0101-0724-0-5800-5001-3600-000	167.67
68	00291285	V68155377 BEBEREIA, DANIEL OR ERIN	04/21/20		MW	0101-0724-0-5800-5001-3600-000	466.90
68	00291286	V68144684 BIOMETRICS4ALL INC	04/21/20		MW	0101-0000-0-5800-0000-7400-000	18.00
68	00291287	V68152747 BLANKE, ADAM OR DESIREE	04/21/20		MW	0101-0724-0-5800-5001-3600-000	853.62
68	00291288	V68118968 BODO, JOHN OR TERA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	172.04
68	00291289	V68161422 BRAGG, JENNY OR RYAN	04/21/20		MW	0101-0724-0-5800-5001-3600-000	1,175.58
68	00291290	V68146023 BUI, HONG OR LINH LE	04/21/20		MW	0101-0724-0-5800-5001-3600-000	502.32
68	00291291	V68158873 CALDERON, LUIS	04/21/20		MW	0101-0724-0-5800-5001-3600-000	82.80
68	00291292	V68157721 CANON FINANCIAL SERVICES INC.	04/21/20		MW	0101-0000-0-5600-1110-1000-099	55,469.60
68	00291293	V68160828 CARLISLE, DANIELLE OR JOHN	04/21/20		MW	0101-0724-0-5800-5001-3600-000	218.50
68	00291294	V68161924 CITY OF LAGUNA NIGUEL	04/21/20		MW	0101-9451-0-5800-0000-8500-000	4,400.00
68	00291295	V68143276 CLARK, BRIAN OR YOLANDA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	45.08
68	00291296	V68157953 CLEMONS, MICHAEL OR RANDLYN	04/21/20		MW	0101-0724-0-5800-5001-3600-000	1,325.81
68	00291297	V68149629 COON, MATTHEW OR ERIKA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	50.60
68	00291298	V68148997 DAVIS, HENRY AND/OR ELISABETH	04/21/20		MW	0101-0724-0-5800-5001-3600-000	1,322.16
68	00291299	V68161116 DeMatteis, Kristin or Doug	04/21/20		MW	0101-0724-0-5800-5001-3600-000	104.65
68	00291300	V68101114 DEPT OF JUSTICE	04/21/20		MW	0101-0000-0-5800-0000-7400-000	1,140.00
68	00291301	V68154768 DIAMOND RANCH ACADEMY INC	04/21/20		MW	0101-6500-0-5803-5750-1180-000	2,913.68
68	00291301	V68154768 DIAMOND RANCH ACADEMY INC	04/21/20		MW	0101-6512-0-5104-5750-1180-000	6,193.80
68	00291301	V68154768 DIAMOND RANCH ACADEMY INC	04/21/20		MW	0101-6512-0-5104-5750-3120-000	4,910.40
68	00291302	V68144430 DICK, CRAIG OR BILLIE	04/21/20		MW	0101-0724-0-5800-5001-3600-000	115.00
68	00291303	V68160833 DOWD, ERIC OR ARICA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	507.91
68	00291304	V68157564 DRUCKREY, CRAIG OR CHRISTINE	04/21/20		MW	0101-0724-0-5800-5001-3600-000	654.86
68	00291305	V68159307 FAZELI, FARIBORZ OR SURUR	04/21/20		MW	0101-0724-0-5800-5001-3600-000	193.20
68	00291306	V68160834 FERRARIO, DAVID OR TOMOMI	04/21/20		MW	0101-0724-0-5800-5001-3600-000	932.06
68	00291307	V68142827 FERREN, MATHEW & KATIE	04/21/20		MW	0101-0724-0-5800-5001-3600-000	80.50
68	00291308	V68149721 FRAIZER, KATHERINE &/OR JERRY	04/21/20		MW	0101-0724-0-5800-5001-3600-000	43.47
68	00291309	V68121876 GAU, MARY AND TERRY	04/21/20		MW	0101-0724-0-5800-5001-3600-000	197.80

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68	00291310	V68155664 GENSICKE, LAUREN OR RYAN	04/21/20		MW	0101-0724-0-5800-5001-3600-000	1,018.09
68	00291311	V68161118 GRIMES, ANA OR STEPHEN	04/21/20		MW	0101-0724-0-5800-5001-3600-000	161.00
68	00291312	V68149163 GUPTA, SANJAY & MANISHA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	1,532.02
68	00291313	V68151730 HARRIS, DARREN OR NICOLE	04/21/20		MW	0101-0724-0-5800-5001-3600-000	1,495.24
68	00291314	V68160980 HICKS, DONNIE OR AMANDA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	456.98
68	00291315	V68152647 HIERONYMUS, PAUL OR DAYLENE	04/21/20		MW	0101-0724-0-5800-5001-3600-000	611.80
68	00291316	V68160844 HISE, CLAIRE OR JUSTIN	04/21/20		MW	0101-0724-0-5800-5001-3600-000	110.40
68	00291317	V68161155 HOLDEN, BRIDGET AND ROBERT	04/21/20		MW	0101-6500-0-5800-5770-1190-000	842.00
68	00291318	V68160146 ISIP, ROGEL OR SHIRLEY	04/21/20		MW	0101-0724-0-5800-5001-3600-000	166.75
68	00291319	V68159140 JAFARI, REZA AND SARA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	889.82
68	00291320	V68157892 JANDALI, NAHEL	04/21/20		MW	0101-0724-0-5800-5001-3600-000	540.96
68	00291321	V68157947 JOHNS, JASON OR ANNIE	04/21/20		MW	0101-0724-0-5800-5001-3600-000	556.60
68	00291322	V68157566 JONES, SCOTT OR CECILY	04/21/20		MW	0101-0724-0-5800-5001-3600-000	142.14
68	00291323	V68152590 KNILANS, JANET OR FRED	04/21/20		MW	0101-0724-0-5800-5001-3600-000	110.40
68	00291324	V68158485 LEE, JOOSUNG	04/21/20		MW	0101-0724-0-5800-5001-3600-000	1,073.28
68	00291325	V68149635 LEWIS, JONATHAN & ROBYN	04/21/20		MW	0101-0724-0-5800-5001-3600-000	346.84
68	00291326	V68155697 LIDDLE, DREW	04/21/20		MW	0101-0724-0-5800-5001-3600-000	156.40
68	00291327	V68160108 LINGO TRAIN LLC	04/21/20		MW	0101-3010-0-5810-1110-1000-054	990.00
68	00291328	V68145493 LOUIE, DARRYL OR CATHERINE	04/21/20		MW	0101-0724-0-5800-5001-3600-000	163.53
68	00291329	V68153791 LURATI, EDWARD AND ANGELICA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	166.75
68	00291330	V68159154 MACAPINLAC, DONNIE OR JUNLYNN	04/21/20		MW	0101-0724-0-5800-5001-3600-000	293.02
68	00291331	V68161465 MALLOCH, JEFF OR CHRISTINA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	728.64
68	00291332	V68056480 MAR VAC ELECTRONICS	04/21/20		MW	0101-8150-0-4500-0000-8110-000	119.67
68	00291333	V68156553 MARTINEZ, FELIX OR MARIA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	1,259.46
68	00291334	V68146816 MARTINEZ, ROBERTO OR CHRISTINA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	75.90
68	00291335	V68156122 MASTON, LIZA STUCKER OR BOBBY	04/21/20		MW	0101-0724-0-5800-5001-3600-000	751.18
68	00291336	V68154949 MAZZINI, VICTOR	04/21/20		MW	0101-0724-0-5800-5001-3600-000	78.91
68	00291337	V68154949 MAZZINI, VICTOR	04/21/20		MW	0101-0724-0-5800-5001-3600-000	85.10
68	00291338	V68160860 MCCLURE, MICHAEL OR HEATHER	04/21/20		MW	0101-0724-0-5800-5001-3600-000	1,831.28
68	00291339	V68146891 MITCHELL 1	04/21/20		MW	0101-7220-0-5800-1140-1000-003	1,575.50
68	00291340	V68121862 NCS PEARSON INC.	04/21/20		MW	0101-0000-0-4500-0000-3120-000	11,940.00
68	00291340	V68121862 NCS PEARSON INC.	04/21/20		MW	0101-6500-0-4500-5001-3120-000	17,910.00
68	00291341	V68160547 NELSON, MELISSA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	179.40

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68	00291342	V68157103 NORMATIVE SERVICES iNC	04/21/20		MW	0101-6500-0-5803-5750-1180-000	4,000.00
68	00291342	V68157103 NORMATIVE SERVICES iNC	04/21/20		MW	0101-6512-0-5104-5750-1180-000	7,823.25
68	00291342	V68157103 NORMATIVE SERVICES iNC	04/21/20		MW	0101-6512-0-5104-5750-3120-000	9,561.75
68	00291343	V68158242 NSWC MECHANICAL SERVICE LLC	04/21/20		MW	0101-8150-0-5605-0000-8110-000	1,175.00
68	00291344	V68149897 O REILLY AUTO PARTS	04/21/20		MW	0101-7220-0-4300-1140-1000-003	110.43
68	00291345	V68028870 OFFICE DEPOT	04/21/20		MW	0101-6500-0-4500-5750-3140-000	377.02
68	00291346	V68066570 ORANGE COUNTY DEPT OF EDUC	04/21/20		MW	0101-6500-0-7142-5750-9200-000	300,462.50
68	00291347	V68155956 OTC BRANDS INC (ORIENTAL TRADI	04/21/20		MW	0101-0002-0-4300-1130-1000-075	144.62
68	00291348	V68161592 P5 GRAPHICS AND DISPLAYS INC.	04/21/20		MW	0101-0000-0-4500-0000-7550-000	1,172.00
68	00291348	V68161592 P5 GRAPHICS AND DISPLAYS INC.	04/21/20		MW	0101-0000-0-5800-0000-7550-000	1,368.00
68	00291349	V68160824 PALANIVEL, MURUGANAND	04/21/20		MW	0101-0724-0-5800-5001-3600-000	132.48
68	00291350	V68071227 PITSCO INC.	04/21/20		MW	0101-6387-0-4300-3800-1000-028	1,322.54
68	00291351	V68021466 PRO-ED INC	04/21/20		MW	0101-7510-0-4300-1130-1000-050	284.90
68	00291352	V68106119 PROFESSIONAL TUTORS OF AMERICA	04/21/20		MW	0101-4203-0-5800-4760-1000-000	14,066.25
68	00291352	V68106119 PROFESSIONAL TUTORS OF AMERICA	04/21/20		MW	0101-4510-0-5810-1110-1000-000	1,100.00
68	00291353	V68110955 PSYCHEMEDICS CORPORATION	04/21/20		MW	0101-0000-0-5800-0000-7400-000	210.00
68	00291354	V68103295 PSYCHOLOGICAL ASSESSMENT RESOU	04/21/20		MW	0101-0000-0-4500-0000-3120-000	34.02
68	00291354	V68103295 PSYCHOLOGICAL ASSESSMENT RESOU	04/21/20		MW	0101-6500-0-4500-5001-3120-000	51.03
68	00291355	V68147115 PYRAMID WIRE & CABLE INC.	04/21/20		MW	0101-8150-0-4500-0000-8110-000	2,123.39
68	00291356	V68149719 Q FENCE AND FABRICATION INC	04/21/20		MW	0101-8150-0-5605-0000-8110-000	18,867.00
68	00291357	V68145976 QUENGA, JOSEPH OR TRACY	04/21/20		MW	0101-0724-0-5800-5001-3600-000	218.04
68	00291358	V68102013 REALLY GOOD STUFF LLC	04/21/20		MW	0101-0002-0-4300-1130-1000-068	274.23
68	00291359	V68155209 REILLE, WENDI	04/21/20		MW	0101-0724-0-5800-5001-3600-000	218.50
68	00291360	V68157980 RICOH USA INC.	04/21/20		MW	0101-0000-0-5605-0000-7550-000	14,859.48
68	00291361	V68146162 RIFTON EQUIPMENT	04/21/20		MW	0101-6500-0-4405-5770-3140-000	3,681.01
68	00291361	V68146162 RIFTON EQUIPMENT	04/21/20		MW	0101-6500-0-4500-5770-3140-000	113.14
68	00291362	V68154354 RIVERA, LISA	04/21/20		MW	0101-0724-0-5800-5001-3600-000	138.00
68	00291363	V68150055 ROCKSTAR RECRUITING LLC DBA ST	04/21/20		MW	0101-6500-0-5801-5750-1180-000	900.00
68	00291364	V68145726 ROLING, ROGER AND/OR MIKAIL	04/21/20		MW	0101-0724-0-5800-5001-3600-000	62.56
68	00291365	V68118005 SCHOOLCRAFT, MANDEE	04/21/20		MW	0101-0724-0-5800-5001-3600-000	424.00
68	00291366	V68159595 SHAY, JENNIFER AND JONATHAN	04/21/20		MW	0101-6500-0-5800-5750-1190-000	200.00
68	00291367	V68153105 SIGNATURE FLOORING INC	04/21/20		MW	0101-8150-0-5605-0000-8110-071	527.50
68	00291368	V68083350 SMART & FINAL **SCHOOL SITES**	04/21/20		MW	0101-0002-0-4300-1140-1000-003	46.81

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68	00291369	V68116610 SOUTH COAST FAMILY MEDICAL CEN	04/21/20		MW	0101-0000-0-5800-0000-7400-000	806.00
68	00291370	V68050288 SPICERS PAPER INC	04/21/20		MW	0101-0000-0-4500-0000-7550-000	1,788.23
68	00291371	V68147697 SYNTAX GLOBAL	04/21/20		MW	0101-0790-0-5800-4760-1000-000	255.00
68	00291372	V68152808 THE PEP BOYS-MANNY MOE JACK OF	04/21/20		MW	0101-0724-0-4600-5001-3600-000	484.76
68	00291373	V68103847 TIFCO INDUSTRIES INC	04/21/20		MW	0101-8150-0-4500-0000-8110-000	332.16
68	00291374	V68019081 TUTTLE-CLICK FORD	04/21/20		MW	0101-8150-0-5605-0000-8110-000	577.94
68	00291375	V68161046 TYNI, MIRA OR JEFF	04/21/20		MW	0101-0724-0-5800-5001-3600-000	951.78
68	00291376	V68100636 ULINE INC	04/21/20		MW	0101-0000-0-4500-0000-7550-000	300.04
68	00291376	V68100636 ULINE INC	04/21/20		MW	0101-8150-0-4500-0000-8110-000	1,269.29
68	00291377	V68007452 US AIR CONDITIONING DIST.	04/21/20		MW	0101-8150-0-4500-0000-8110-000	60.34
68	00291378	V68114625 VERNON LIBRARY SUPPLIES INC	04/21/20		MW	0101-0000-0-4500-1180-2420-000	107.07
68	00291379	V68151218 WEATHERPROOFING TECHNOLOGIES I	04/21/20		MW	0101-8150-0-5605-0000-8110-000	17,010.00
68	00291380	V68098018 WESTERN ILLUMINATED PLASTIC IN	04/21/20		MW	0101-8150-0-4500-0000-8110-000	2,193.36
68	00291381	V68151442 WINNER CHEVROLET INC.	04/21/20		MW	0101-8150-0-6400-0000-8120-000	28,954.44
68	00291383	V68001018 A Z BUS SALES INC	04/22/20		MW	0101-0730-0-4600-1110-3600-000	38.26
68	00291384	V68155055 AMBUTECH INC	04/22/20		MW	0101-6500-0-4500-5770-3140-000	88.27
68	00291385	V68150294 AUTOZONE INC	04/22/20		MW	0101-0730-0-4600-1110-3600-000	35.21
68	00291386	V68076299 BEACH CITIES GLASS INC	04/22/20		MW	0101-8150-0-4500-0000-8110-000	1,276.81
68	00291387	V68116589 BENCHMARK EDUCATION COMPANY LL	04/22/20		MW	0101-6300-0-4300-5730-1190-000	422.39
68	00291388	V68157446 BILL WILSON MACHINE SETUP & RE	04/22/20		MW	0101-6387-0-5605-3800-8110-024	827.24
68	00291389	V68101187 BIO-RAD LABORATORIES INC	04/22/20		MW	0101-3555-0-4300-3800-1000-006	774.64
68	00291390	V68161976 BRIDGE, KELLY	04/22/20		MW	0101-0790-0-5213-4760-2100-000	31.63
68	00291391	V68145318 BRINKS INC.	04/22/20		MW	0101-0000-0-5800-0000-7300-000	234.19
68	00291392	V68154936 BRITISH PERFORMANCE INC.	04/22/20		MW	0101-0000-0-5605-0000-8220-000	1,957.99
68	00291393	V68123700 BSN SPORTS	04/22/20		MW	0101-1100-0-4300-1140-4200-005	430.60
68	00291394	V68161504 BULOUSHI, SAGHI	04/22/20		MW	0101-3315-0-5212-5730-1110-000	10.93
68	00291394	V68161504 BULOUSHI, SAGHI	04/22/20		MW	0101-6500-0-5212-5750-1110-000	10.92
68	00291395	V68141660 CAL-STATE AUTO PARTS INC	04/22/20		MW	0101-0724-0-4600-5001-3600-000	185.02
68	00291396	V68159575 CALIFORNIA INDUSTRIAL REFRIGER	04/22/20		MW	0101-8150-0-5605-0000-8110-000	5,507.73
68	00291397	V68106764 CDWG Inc	04/22/20		MW	0101-3010-0-4400-1110-1000-021	2,040.55
68	00291397	V68106764 CDWG Inc	04/22/20		MW	0101-6500-0-4400-5770-1190-000	536.71
68	00291397	V68106764 CDWG Inc	04/22/20		MW	0101-8150-0-4405-0000-8110-000	5,056.28
68	00291397	V68106764 CDWG Inc	04/22/20		MW	0101-8150-0-4500-0000-8110-000	2,043.87

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68	00291398	V68146234 CINTAS CORPORATION #640	04/22/20		MW	0101-0730-0-5800-1110-3600-000	154.83
68	00291398	V68146234 CINTAS CORPORATION #640	04/22/20		MW	0101-0724-0-5800-5001-3600-000	256.36
68	00291398	V68146234 CINTAS CORPORATION #640	04/22/20		MW	0101-8150-0-5605-0000-8110-000	702.79
68	00291399	V68019025 CLARK SECURITY PRODUCTS	04/22/20		MW	0101-8150-0-4500-0000-8110-000	6,014.14
68	00291400	V68027192 CONSOLIDATED ELECTRICAL DISTR	04/22/20		MW	0101-8150-0-4500-0000-8110-000	544.72
68	00291401	V68024000 CULVER-NEWLIN INC	04/22/20		MW	0101-0000-0-4500-0000-7300-000	89.22
68	00291401	V68024000 CULVER-NEWLIN INC	04/22/20		MW	0101-0400-0-4300-1130-1000-086	3,815.54
68	00291402	V68155606 CUSTOM SIGNS INC	04/22/20		MW	0101-0400-0-4405-0000-2700-063	6,169.57
68	00291403	V68024580 DAKTRONICS INC	04/22/20		MW	0101-0400-0-6400-0000-8500-063	15,211.37
68	00291404	V68117165 DEMCO	04/22/20		MW	0101-0000-0-4500-1180-2420-000	151.92
68	00291405	V68026001 DENAULT S HARDWARE	04/22/20		MW	0101-8150-0-4500-0000-8110-000	339.37
68	00291406	V68028500 DUNN-EDWARDS CORP	04/22/20		MW	0101-8150-0-4500-0000-8110-000	93.21
68	00291407	V68118205 FASTENAL COMPANY	04/22/20		MW	0101-8150-0-4500-0000-8110-000	348.12
68	00291408	V68155629 FERGUSON ENTERPRISES INC.	04/22/20		MW	0101-8150-0-4500-0000-8110-000	101.59
68	00291409	V68161005 FLOORED TILE & STONE INC.	04/22/20		MW	0101-8150-0-6200-0000-8500-001	2,200.00
68	00291410	V68073437 GANAHL LUMBER CO	04/22/20		MW	0101-0400-0-4300-1140-1000-021	23.18
68	00291411	V68067610 GEARY PACIFIC CORP	04/22/20		MW	0101-8150-0-4500-0000-8110-000	178.88
68	00291412	V68035251 GLEN PRODUCTS	04/22/20		MW	0101-8150-0-4500-0000-8110-000	506.94
68	00291413	V68160654 HARRIS STEEL FENCE CO INC.	04/22/20		MW	0101-8150-0-5605-0000-8110-001	2,000.00
68	00291413	V68160654 HARRIS STEEL FENCE CO INC.	04/22/20		MW	0101-8150-0-5605-0000-8110-024	4,968.00
68	00291414	V68083487 HAWTHORNE EDUCATIONAL SERVICES	04/22/20		MW	0101-0000-0-4500-0000-3120-000	105.60
68	00291414	V68083487 HAWTHORNE EDUCATIONAL SERVICES	04/22/20		MW	0101-6500-0-4500-5001-3120-000	158.39
68	00291415	V68151531 HD SUPPLY CONSTRUCTION AND	04/22/20		MW	0101-8150-0-4500-0000-8110-000	1,176.64
68	00291416	V68147116 HD SUPPLY FACILITIES MAINTENAN	04/22/20		MW	0101-8150-0-4500-0000-8110-000	1,611.94
68	00291417	V68158689 HERC RENTALS INC.	04/22/20		MW	0101-8150-0-5605-0000-8110-000	1,020.61
68	00291418	V68160376 JENNINGS BELARDES, KERREL	04/22/20		MW	0101-3315-0-5212-5730-1110-000	3.45
68	00291418	V68160376 JENNINGS BELARDES, KERREL	04/22/20		MW	0101-6500-0-5212-5750-1110-000	3.45
68	00291419	V68046445 JOHNSTONE SUPPLY SANTA ANA	04/22/20		MW	0101-8150-0-4500-0000-8110-000	3,363.40
68	00291419	V68046445 JOHNSTONE SUPPLY SANTA ANA	04/22/20		MW	0101-8150-0-4500-0000-8110-027	13,576.05
68	00291420	V68159059 KANE, BRIAN AND PEGGY	04/22/20		MW	0101-6500-0-5800-5750-1190-000	10,900.00
68	00291421	V68161677 KATHY HARTL & BILL DURKIN	04/22/20		MW	0101-6500-0-5800-5750-1190-000	23,200.00
68	00291422	V68156134 KO, CAROLINE	04/22/20		MW	0101-0000-0-8699-0000-0000-000	170.89
68	00291423	V68104580 LAWSON PRODUCTS INC	04/22/20		MW	0101-8150-0-4500-0000-8110-000	375.15

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68	00291424	V68158492 LICATA, SUZANNE	04/22/20		MW	0101-6500-0-5212-5750-1130-000	19.55
68	00291425	V68103618 MCBRIDE, JILL	04/22/20		MW	0101-0790-0-5213-4760-2100-000	12.08
68	00291426	V68148042 ORGILL, JANELL	04/22/20		MW	0101-3315-0-5212-5730-1110-000	4.32
68	00291426	V68148042 ORGILL, JANELL	04/22/20		MW	0101-6500-0-5212-5750-1110-000	4.31
68	00291427	V68151553 RIDLEY, JEFF	04/22/20		MW	0101-6500-0-4300-5750-1190-000	38.05
68	00291428	V68154144 ROMBERG, STEPHANIE	04/22/20		MW	0101-3315-0-5213-5730-2100-000	29.04
68	00291428	V68154144 ROMBERG, STEPHANIE	04/22/20		MW	0101-6500-0-5213-5001-2100-000	29.04
68	00291429	V68160128 SADEK, SCOTT OR MARY	04/22/20		MW	0101-0724-0-5800-5001-3600-000	2,623.38
68	00291430	V68107258 SCHAFER, KEITH	04/22/20		MW	0101-0000-0-5213-0000-7700-000	87.40
68	00291431	V68156483 SHEEHAN, MICHELLE	04/22/20		MW	0101-0790-0-5213-4760-2100-000	57.50
68	00291432	V68148019 SUNBELT STAFFING LLC	04/22/20		MW	0101-6500-0-5101-5750-1181-000	5,440.00
68	00291432	V68148019 SUNBELT STAFFING LLC	04/22/20		MW	0101-6500-0-5101-5770-1181-000	5,440.00
68	00291433	V68160171 TOMEO, RACHEL	04/22/20		MW	0101-0790-0-5213-4760-2100-000	13.80
68	00291434	V68036075 W W GRAINGER INC	04/22/20		MW	0101-8150-0-4500-0000-8110-000	302.19
68	00291435	V68157745 YAMAMOTO, KENNY	04/22/20		MW	0101-0000-0-8699-0000-0000-000	1,306.98
68	00291436	V68104710 YMCA OF ORANGE COUNTY	04/22/20		MW	0101-6010-0-5100-1130-1000-054	12,885.68
68	00291436	V68104710 YMCA OF ORANGE COUNTY	04/22/20		MW	0101-6010-0-5100-1130-1000-059	12,374.98
68	00291436	V68104710 YMCA OF ORANGE COUNTY	04/22/20		MW	0101-6010-0-5100-1130-1000-061	9,679.47
68	00291436	V68104710 YMCA OF ORANGE COUNTY	04/22/20		MW	0101-6010-0-5100-1130-1000-082	9,660.39
68	00291436	V68104710 YMCA OF ORANGE COUNTY	04/22/20		MW	0101-6010-0-5810-1130-1000-082	0.07
68	00291465	V68152532 ADVANTAGE WEST INVESTMENT ENTE	04/23/20		MW	0101-0000-0-4500-0000-8210-000	43,202.21
68	00291466	V68152129 ART MASTERS LEGACY	04/23/20		MW	0101-0400-0-5800-1130-1000-087	2,716.00
68	00291467	V68100622 ASCD	04/23/20		MW	0101-3010-0-5800-0000-2140-072	5,500.00
68	00291468	V68160883 CALIFORNIA NEWSPAPERS PARTNERS	04/23/20		MW	0101-0000-0-5800-0000-7180-000	3,316.26
68	00291469	V68018872 CITY OF SAN JUAN CAPISTRANO	04/23/20		MW	0101-8150-0-5800-0000-8120-000	2,209.12
68	00291470	V68159503 CORNERSTONE COMMUNICATIONS INC	04/23/20		MW	0101-0000-0-5800-0000-7180-000	19,500.00
68	00291471	V68146378 CR&R INCORPORATED	04/23/20		MW	0101-0000-0-5500-0000-8200-000	3,896.07
68	00291472	V68159574 DESA, ROOPA	04/23/20		MW	0101-3010-0-5800-1110-1000-000	285.62
68	00291473	V68151913 GALANG, MARITES	04/23/20		MW	0101-0010-0-5800-1110-1000-000	280.97
68	00291474	V68151910 GALANG, MARK	04/23/20		MW	0101-3010-0-5800-1110-1000-000	276.34
68	00291475	V68161766 GARCIA, SUSANA	04/23/20		MW	0101-0010-0-5800-1110-1000-000	282.19
68	00291476	V68159372 GONZALEZ, PERLA	04/23/20		MW	0101-3010-0-5800-1110-1000-000	290.24
68	00291477	V68147738 GOVERNMENT FINANCIAL STRATEGIE	04/23/20		MW	0101-0000-0-5800-0000-7300-000	676.67

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68 00291477	V68147738	GOVERNMENT FINANCIAL STRATEGIE	04/23/20		MW	0101-0900-0-5800-0000-6003-000	348.59
68 00291478	V68159230	GRANADOS, TAMARA	04/23/20		MW	0101-3010-0-5800-1110-1000-000	744.87
68 00291479	V68148654	HAMPTON, CLARK	04/23/20		MW	0101-0000-0-5216-0000-7520-000	852.08
68 00291480	V68159221	HANDLEY, RHETT	04/23/20		MW	0101-6500-0-5800-5750-1190-000	2,300.00
68 00291481	V68161717	HANLEY, CRYSTAL	04/23/20		MW	0101-3010-0-5800-1110-1000-000	249.84
68 00291482	V68157982	HILL, MARCUS	04/23/20		MW	0101-0010-0-5800-1110-1000-000	265.95
68 00291483	V68118455	IRMA RAMIREZ GARCIA	04/23/20		MW	0101-6512-0-5115-5750-3110-000	1,731.10
68 00291484	V68153911	LUCERO-MACAFEE, CHRISTINA	04/23/20		MW	0101-3010-0-5800-1110-1000-000	397.25
68 00291485	V68161718	MADRID, MARILYN	04/23/20		MW	0101-3010-0-5800-1110-1000-000	263.68
68 00291486	V68115698	MAHINDRAKAR, MANOJ	04/23/20		MW	0101-0400-0-5216-0000-7400-000	97.29
68 00291487	V68153912	MANIO, WILLA GALE	04/23/20		MW	0101-3010-0-5800-1110-1000-000	405.81
68 00291488	V68154268	MARINE AIR INC	04/23/20		MW	0101-8150-0-5605-0000-8110-000	6,036.22
68 00291489	V68157974	MENDOZA, AURELIA	04/23/20		MW	0101-3010-0-5800-1110-1000-000	264.86
68 00291490	V68142582	MESA GOLF CARTS	04/23/20		MW	0101-8150-0-5605-0000-8110-000	466.02
68 00291491	V68061270	MOULTON NIGUEL WATER	04/23/20		MW	0101-0000-0-5500-0000-8200-000	3,525.81
68 00291492	V68159387	NEJAD, NAZNIN ARJOMANDI	04/23/20		MW	0101-3010-0-5800-1110-1000-000	292.55
68 00291493	V68160324	NEXTGEN ASSOCIATES INC DBA SER	04/23/20		MW	0101-8150-0-5605-0000-8110-022	4,355.06
68 00291493	V68160324	NEXTGEN ASSOCIATES INC DBA SER	04/23/20		MW	0101-8150-0-5605-0000-8110-201	13,499.96
68 00291494	V68149897	O REILLY AUTO PARTS	04/23/20		MW	0101-7220-0-4300-1140-1000-003	33.02
68 00291495	V68116411	ORANGE COUNTY REGISTER DBA THE	04/23/20		MW	0101-0000-0-5800-0000-7180-000	482.70
68 00291496	V68158113	ORDAZ, CITLALI	04/23/20		MW	0101-0010-0-5800-1110-1000-000	289.10
68 00291497	V68159231	OSORIO, CRISTAL	04/23/20		MW	0101-3010-0-5800-1110-1000-000	240.48
68 00291498	V68123679	PACIFIC PLUMBING COMPANY OF SA	04/23/20		MW	0101-8150-0-5605-0000-8110-000	26,936.70
68 00291499	V68146477	PEDRAZA, JOSE LUIS	04/23/20		MW	0101-7510-0-5216-0000-2700-082	24.83
68 00291500	V68161719	RECLUSADO, LERMA	04/23/20		MW	0101-3010-0-5800-1110-1000-000	253.20
68 00291501	V68160250	REIDER, MARIA	04/23/20		MW	0101-6388-0-5216-3800-3110-004	89.07
68 00291502	V68157980	RICOH USA INC.	04/23/20		MW	0101-0000-0-5605-0000-7550-000	511.81
68 00291503	V68161351	SALTER, LORENA	04/23/20		MW	0101-0400-0-5216-0000-7400-000	97.29
68 00291504	V68158116	SANCHEZ, TERESA	04/23/20		MW	0101-3010-0-5800-1110-1000-000	280.98
68 00291505	V68079190	SANTA MARGARITA WATER	04/23/20		MW	0101-0000-0-5500-0000-8200-000	991.93
68 00291506	V68161721	SARAGOZA, THERESA	04/23/20		MW	0101-3010-0-5800-1110-1000-000	564.36
68 00291507	V68153488	SELOGIE & BRETT LLP CLIENT	04/23/20		MW	0101-6500-0-5800-5750-1190-000	32,308.00
68 00291508	V68152543	SENECA FAMILY OF AGENCIES	04/23/20		MW	0101-6512-0-5101-5750-3110-000	5,530.00

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68 00291509	V68112866	SMARDAN SUPPLY COMPANY	04/23/20		MW	0101-8150-0-4500-0000-8110-000	2,702.77
68 00291510	V68152565	SNAP ON INCORPORATED	04/23/20		MW	0101-3555-0-4400-3800-1000-004	702.74
68 00291511	V68083880	SOUTH COAST DISTRIBUTING CO	04/23/20		MW	0101-0000-0-4500-0000-8210-000	301.70
68 00291512	V68156583	SPHERO INC	04/23/20		MW	0101-3010-0-4300-1110-1000-021	1,158.30
68 00291513	V68050288	SPICERS PAPER INC	04/23/20		MW	0101-0000-0-4500-0000-7550-000	2,202.54
68 00291514	V68158690	STAUB, HEIDI	04/23/20		MW	0101-6500-0-5802-5750-1180-000	7,968.11
68 00291515	V68109559	SUPPLY LINE BUILDING MATERIALS	04/23/20		MW	0101-8150-0-4500-0000-8110-000	23.92
68 00291516	V68161240	THE DEVEREUX FOUNDATION (GEORG	04/23/20		MW	0101-6500-0-5803-5750-1180-000	4,318.38
68 00291516	V68161240	THE DEVEREUX FOUNDATION (GEORG	04/23/20		MW	0101-6512-0-5104-5750-1180-000	6,703.44
68 00291516	V68161240	THE DEVEREUX FOUNDATION (GEORG	04/23/20		MW	0101-6512-0-5104-5750-1180-000	5,056.72
68 00291517	V68159532	THERAPY TRAVELERS LLC	04/23/20		MW	0101-0000-0-5100-0000-3120-000	1,520.00
68 00291517	V68159532	THERAPY TRAVELERS LLC	04/23/20		MW	0101-6500-0-5801-5001-3120-000	2,280.00
68 00291518	V68148633	TREJO, WHITNEY	04/23/20		MW	0101-5640-0-5216-5001-3150-000	215.00
68 00291519	V68102879	US BANK	04/23/20		MW	0101-0000-0-7438-0000-9100-000	364,944.67
68 00291520	V68019265	VISTA PAINT & WALLCOVERING	04/23/20		MW	0101-8150-0-4500-0000-8110-000	1,348.55
68 00291521	V68161720	VOLLMER, KATIE E.	04/23/20		MW	0101-3010-0-5800-1110-1000-000	898.41
68 00291522	V68157210	W. SCOTT LEHNKING DBA A HERO	04/23/20		MW	0101-0400-0-5800-0000-7400-000	855.00
68 00291523	V68104710	YMCA OF ORANGE COUNTY	04/23/20		MW	0101-0400-0-5800-1130-1000-080	6,100.00
68 00291524	V68153510	YMCA OF ORANGE COUNTY	04/23/20		MW	0101-0400-0-5800-1130-1000-067	2,350.00
68 00291525	V68152532	ADVANTAGE WEST INVESTMENT ENTE	04/24/20		MW	0101-0000-0-4500-0000-8210-000	1,445.57
68 00291526	V68149415	APEX AUDIO INC	04/24/20		MW	0101-8150-0-4500-0000-8110-000	78.81
68 00291527	V68123700	BSN SPORTS	04/24/20		MW	0101-1100-0-4300-1140-4200-001	139.78
68 00291527	V68123700	BSN SPORTS	04/24/20		MW	0101-1100-0-4300-1140-4200-006	680.23
68 00291528	V68159575	CALIFORNIA INDUSTRIAL REFRIGER	04/24/20		MW	0101-8150-0-5605-0000-8110-000	2,020.41
68 00291529	V68114965	CARD INTEGRATORS CORP	04/24/20		MW	0101-0730-0-4600-1110-3600-000	2,101.13
68 00291530	V68024000	CULVER-NEWLIN INC	04/24/20		MW	0101-0002-0-4405-0000-2700-060	620.12
68 00291531	V68113310	EXECUTIVE ENVIRONMENTAL SVCS	04/24/20		MW	0101-8150-0-5800-0000-8110-000	2,069.85
68 00291532	V68032535	FEDERAL EXPRESS CORP	04/24/20		MW	0101-0000-0-5900-0000-7540-000	241.54
68 00291533	V68155121	GSM RENTAL GROUP LLC DBA ON CA	04/24/20		MW	0101-0000-0-5605-0000-7180-000	207.88
68 00291534	V68155707	HI TECH PROTECTION SYSTEMS INC	04/24/20		MW	0101-0400-0-4400-1140-1000-029	200.00
68 00291535	V68069226	J W PEPPER-LOS ANGELES	04/24/20		MW	0101-0400-0-4300-1160-1000-000	1,257.72
68 00291536	V68052878	LAWN MOWERS ETC	04/24/20		MW	0101-0000-0-4500-0000-8220-000	2,011.94
68 00291536	V68052878	LAWN MOWERS ETC	04/24/20		MW	0101-8150-0-5605-0000-8120-000	558.46

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68	00291537	V68119649 LIBERTY CLASSICS INC	04/24/20		MW	0101-7220-0-4300-1140-1000-003	231.38
68	00291538	V68144145 PACWEST AIR FILTER LLC	04/24/20		MW	0101-8150-0-4500-0000-8110-000	20,305.60
68	00291539	V68159580 SAN CLEMENTE TIMES LLC	04/24/20		MW	0101-0000-0-5800-0000-7180-000	1,875.00
68	00291540	V68104414 SHRED-IT USA LLC	04/24/20		MW	0101-0000-0-5800-0000-7540-000	244.86
68	00291541	V68083350 SMART & FINAL **SCHOOL SITES**	04/24/20		MW	0101-3555-0-4300-3800-1000-001	233.48
68	00291542	V68116610 SOUTH COAST FAMILY MEDICAL CEN	04/24/20		MW	0101-0730-0-5800-1110-3600-000	116.00
68	00291542	V68116610 SOUTH COAST FAMILY MEDICAL CEN	04/24/20		MW	0101-0724-0-5800-5001-3600-000	174.00
68	00291543	V68114339 UNITED STATES POSTAL SERVICE	04/24/20		MW	0101-0000-0-5900-0000-7540-000	20,000.00
68	00291603	V68140622 ALPINE ACADEMY	04/27/20		MW	0101-6500-0-5803-5750-1180-000	517.32
68	00291604	V68161620 AUTISM SPECTRUM THERAPIES LLC	04/27/20		MW	0101-6500-0-5815-5001-3120-000	1,500.00
68	00291605	V68154698 BELLEFAIRE JCB	04/27/20		MW	0101-6500-0-5103-5750-1180-000	9,553.32
68	00291605	V68154698 BELLEFAIRE JCB	04/27/20		MW	0101-6512-0-5104-5750-1180-000	8,061.24
68	00291605	V68154698 BELLEFAIRE JCB	04/27/20		MW	0101-6512-0-5104-5750-3120-000	8,061.24
68	00291606	V68144893 CENTER FOR LEARNING AND	04/27/20		MW	0101-6500-0-5815-5750-3120-000	1,050.00
68	00291607	V68018872 CITY OF SAN JUAN CAPISTRANO	04/27/20		MW	0101-8150-0-5800-0000-8120-000	1,643.13
68	00291608	V68160442 COSTELLO, KIM OR BRIAN	04/27/20		MW	0101-0724-0-5800-5001-3600-000	1,176.91
68	00291609	V68159953 DELAO, JANETTE OR RODOLFO	04/27/20		MW	0101-0724-0-5800-5001-3600-000	544.88
68	00291610	V68158212 FLEMING, JONATHAN OR KATELYN	04/27/20		MW	0101-0724-0-5800-5001-3600-000	689.24
68	00291611	V68153326 FORENSIC ANALYTICAL CONSULTING	04/27/20		MW	0101-8150-0-5800-0000-8110-000	1,200.00
68	00291612	V68156610 FORMAN, ROBERT OR JENNIFER	04/27/20		MW	0101-0724-0-5800-5001-3600-000	412.62
68	00291613	V68159241 FRALEY, JEREMY AND HANNAH	04/27/20		MW	0101-6500-0-5800-5750-1190-000	4,389.78
68	00291614	V68150213 HAYES, DAVID & KATHLEEN	04/27/20		MW	0101-0724-0-5800-5001-3600-000	379.96
68	00291615	V68059154 HERITAGE SCHOOLS INC	04/27/20		MW	0101-6500-0-5803-5750-1180-000	1,512.00
68	00291615	V68059154 HERITAGE SCHOOLS INC	04/27/20		MW	0101-6512-0-5104-5750-1180-000	3,870.00
68	00291615	V68059154 HERITAGE SCHOOLS INC	04/27/20		MW	0101-6512-0-5104-5750-3120-000	1,365.00
68	00291616	V68157893 HUFFMIRE, CRAIG OR JAMIE	04/27/20		MW	0101-0724-0-5800-5001-3600-000	368.92
68	00291617	V68144432 HYLTON, CHRIS AND/OR HERMINIA	04/27/20		MW	0101-0724-0-5800-5001-3600-000	96.60
68	00291618	V68153741 KERBER, DANIELLE	04/27/20		MW	0101-6500-0-5216-5750-3120-000	250.80
68	00291619	V68160848 KIM, PAUL OR ANGELA	04/27/20		MW	0101-0724-0-5800-5001-3600-000	1,843.84
68	00291620	V68148505 LAHAM, SAM	04/27/20		MW	0101-0724-0-5800-5001-3600-000	1,414.51
68	00291621	V68159537 LOPEZ WORKS INC.	04/27/20		MW	0101-0000-0-5800-0000-8220-000	4,220.00
68	00291622	V68147292 LOVETT-SLOCUM, NIKKI	04/27/20		MW	0101-7220-0-5215-1140-1000-001	1,457.63
68	00291623	V68154767 LUGO, JACQUELINE KAY	04/27/20		MW	0101-6512-0-5115-5750-3110-000	1,700.00

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68	00291624	V68153651 MAI, HY &/OR NGUYET LY	04/27/20		MW	0101-0724-0-5800-5001-3600-000	644.00
68	00291625	V68159756 MCDOWELL, CHERISSE	04/27/20		MW	0101-3010-0-5800-1110-1000-000	284.47
68	00291626	V68152591 MEDRANO, CLARA	04/27/20		MW	0101-0724-0-5800-5001-3600-000	49.68
68	00291627	V68159116 MILLER, RYAN OR ANEES	04/27/20		MW	0101-0724-0-5800-5001-3600-000	251.16
68	00291628	V68149740 MOHEB, MEHRDAD	04/27/20		MW	0101-0724-0-5800-5001-3600-000	55.20
68	00291629	V68143237 MORTON, JUDITH	04/27/20		MW	0101-0724-0-5800-5001-3600-000	587.90
68	00291630	V68153095 NAKANISHI, KAZUYAKI OR LEANNE	04/27/20		MW	0101-0724-0-5800-5001-3600-000	98.21
68	00291631	V68021378 NEW HAVEN YOUTH & FAMILY	04/27/20		MW	0101-6512-0-5101-5750-3110-000	24,909.68
68	00291632	V68143655 O'CONNOR, BRENDAN	04/27/20		MW	0101-0724-0-5800-5001-3600-000	1,388.97
68	00291633	V68156289 O'NEILL, JENNIFER OR KENNETH	04/27/20		MW	0101-0724-0-5800-5001-3600-000	184.00
68	00291634	V68147950 OBEID, JAMAL AND/OR SAMAR	04/27/20		MW	0101-0724-0-5800-5001-3600-000	503.20
68	00291635	V68152554 ORBACH HUFF SUAREZ & HENDERSON	04/27/20		MW	0101-0000-0-5820-0000-2100-000	12,211.00
68	00291635	V68152554 ORBACH HUFF SUAREZ & HENDERSON	04/27/20		MW	0101-0000-0-5820-0000-7110-000	2,507.50
68	00291635	V68152554 ORBACH HUFF SUAREZ & HENDERSON	04/27/20		MW	0101-0000-0-5820-0000-7690-000	708.00
68	00291636	V68155593 Pamela Moldauer	04/27/20		MW	0101-6512-0-5115-5750-3110-000	507.50
68	00291637	V68158115 RAMIREZ, JOHANNA	04/27/20		MW	0101-3010-0-5800-1110-1000-000	248.58
68	00291638	V68150055 ROCKSTAR RECRUITING LLC DBA ST	04/27/20		MW	0101-6500-0-5801-5750-1180-000	2,437.50
68	00291639	V68078255 SAN DIEGO GAS & ELECTRIC	04/27/20		MW	0101-0000-0-5500-0000-8200-000	127,302.84
68	00291640	V68079190 SANTA MARGARITA WATER	04/27/20		MW	0101-0000-0-5500-0000-8200-000	2,737.94
68	00291641	V68156527 SNYDER, DAVID OR CLAUDIA	04/27/20		MW	0101-0724-0-5800-5001-3600-000	1,636.53
68	00291642	V68084100 SO CA GAS CO	04/27/20		MW	0101-0000-0-5500-0000-8200-000	18,534.25
68	00291643	V68143011 SOUTH COAST WATER DISTRICT	04/27/20		MW	0101-0000-0-5500-0000-8200-000	175.77
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0000-0-9321-0000-0000-000	4,950.04
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0000-0-4500-0000-7400-000	2.66
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4500-0000-2700-006	81.45
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4500-0000-2700-027	28.46
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4500-0000-2700-028	26.35
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4500-0000-2700-052	30.46
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4500-0000-2700-058	46.22
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1130-1000-050	193.15
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1130-1000-052	30.46
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1130-1000-055	122.46
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1130-1000-065	680.92

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1130-1000-074	40.47
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1130-1000-075	57.34
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1130-1000-078	118.08
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1130-1000-081	83.10
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1130-1000-085	41.54
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1130-1000-086	32.86
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1140-1000-002	312.53
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1140-1000-003	103.21
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4500-1140-1000-006	81.45
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1140-1000-023	75.08
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1140-1000-027	28.46
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1140-1000-028	26.34
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1140-1000-029	113.28
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-5750-1110-049	125.54
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-0002-0-4300-1140-1000-033	709.80
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-3010-0-4300-1110-1000-021	70.18
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-3010-0-4300-1110-1000-053	79.09
68	00291644	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	0101-6300-0-4300-1140-1000-000	194.86
68	00291645	V68147835 SPECTRUM CENTER ROSSIER PARK	04/27/20		MW	0101-6500-0-5102-5750-1180-000	2,188.12
68	00291645	V68147835 SPECTRUM CENTER ROSSIER PARK	04/27/20		MW	0101-6500-0-5802-5750-1180-000	564.03
68	00291646	V68161655 SYRACUSE RTC DBA ELEVATIONS RT	04/27/20		MW	0101-6500-0-5803-5750-1180-000	3,718.00
68	00291646	V68161655 SYRACUSE RTC DBA ELEVATIONS RT	04/27/20		MW	0101-6512-0-5104-5750-3120-000	3,872.00
68	00291646	V68161655 SYRACUSE RTC DBA ELEVATIONS RT	04/27/20		MW	0101-6512-0-5104-5750-1180-000	9,184.00
68	00291647	V68158754 TERRY TAO DBA THE TAO FIRM	04/27/20		MW	0101-0000-0-5820-0000-7690-000	6,575.00
68	00291648	V68159838 UNDERGROUND SERVICE COMPANY IN	04/27/20		MW	0101-8150-0-5605-0000-8110-000	1,250.00
68	00291650	V68118382 US BANK	04/27/20		MW	0101-0000-0-5216-0000-7400-000	790.00
68	00291650	V68118382 US BANK	04/27/20		MW	0101-0000-0-5800-0000-7700-000	222.62
68	00291650	V68118382 US BANK	04/27/20		MW	0101-0002-0-4300-0000-2700-006	153.11
68	00291650	V68118382 US BANK	04/27/20		MW	0101-0002-0-4500-0000-2700-006	101.24
68	00291650	V68118382 US BANK	04/27/20		MW	0101-0002-0-4500-1130-1000-060	242.42
68	00291650	V68118382 US BANK	04/27/20		MW	0101-0002-0-4300-1130-1000-068	31.84
68	00291650	V68118382 US BANK	04/27/20		MW	0101-0002-0-4300-1130-1000-076	257.37
68	00291650	V68118382 US BANK	04/27/20		MW	0101-0002-0-4300-1130-1000-089	1,017.86

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68 00291650	V68118382	US BANK	04/27/20		MW	0101-0002-0-4300-1140-1000-001	236.40
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0002-0-4300-1140-1000-002	720.00
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0002-0-4300-1140-1000-006	49.95
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0002-0-4300-1140-1000-006	1,705.37
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0002-0-4300-1140-1000-024	215.48
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0002-0-4300-1140-1000-025	19.37
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0002-0-4500-3300-2700-014	31.09
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0004-0-4114-1180-1000-029	107.60
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0010-0-4300-1140-1000-000	975.91
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0400-0-4500-0000-2700-071	128.13
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0400-0-4300-1130-1000-071	201.44
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0400-0-4300-1130-1000-078	129.25
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0400-0-4300-1140-1000-003	63.84
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0400-0-4300-1140-1000-006	4,500.00
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0400-0-4400-1140-1000-021	947.12
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0400-0-4300-1140-1000-024	91.54
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0400-0-4300-1140-1000-027	71.64
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0400-0-4300-5750-1190-012	151.73
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0504-0-4500-0000-3140-000	107.70
68 00291650	V68118382	US BANK	04/27/20		MW	0101-0986-0-4300-0000-6000-002	139.85
68 00291650	V68118382	US BANK	04/27/20		MW	0101-3010-0-4500-0000-2700-059	35.55
68 00291650	V68118382	US BANK	04/27/20		MW	0101-3010-0-4300-1110-1000-061	67.19
68 00291650	V68118382	US BANK	04/27/20		MW	0101-3010-0-4300-3200-1000-018	32.28
68 00291650	V68118382	US BANK	04/27/20		MW	0101-3555-0-4400-3800-1000-002	10,277.79
68 00291650	V68118382	US BANK	04/27/20		MW	0101-4127-0-4500-0000-2100-000	211.30
68 00291650	V68118382	US BANK	04/27/20		MW	0101-6300-0-4150-1140-1000-000	97.94
68 00291650	V68118382	US BANK	04/27/20		MW	0101-6300-0-4300-1140-1000-000	2,077.10
68 00291650	V68118382	US BANK	04/27/20		MW	0101-6387-0-4300-3800-1000-024	54.12
68 00291650	V68118382	US BANK	04/27/20		MW	0101-6387-0-4400-3800-1000-030	3,770.17
68 00291650	V68118382	US BANK	04/27/20		MW	0101-6500-0-4300-5750-1190-000	396.64
68 00291650	V68118382	US BANK	04/27/20		MW	0101-6500-0-4300-5770-1190-000	126.75
68 00291650	V68118382	US BANK	04/27/20		MW	0101-7220-0-4300-1140-1000-003	888.78
68 00291650	V68118382	US BANK	04/27/20		MW	0101-7388-0-4500-0000-7550-000	2,956.80

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68	00291650	V68118382 US BANK	04/27/20		MW	0101-8150-0-4500-0000-8110-004	37.86
68	00291651	V68153740 VIVIAN VERGARA AND LUIS VESGA	04/27/20		MW	0101-6500-0-5800-5750-1190-000	6,690.00
68	00291652	V68100335 WINGEN, TAMARAH	04/27/20		MW	0101-7220-0-5215-1140-1000-001	1,502.13
68	00291655	V68120880 A&R FLOOR COVERING ACCESORIES	04/28/20		MW	0101-8150-0-4500-0000-8110-000	287.93
68	00291656	V68145645 ALISO NIGUEL AUTO CARE	04/28/20		MW	0101-0724-0-5605-5001-3600-000	99.24
68	00291657	V68147757 ANIMAL PEST MANAGEMENT SERVICE	04/28/20		MW	0101-0000-0-5605-0000-8220-000	4,450.00
68	00291657	V68147757 ANIMAL PEST MANAGEMENT SERVICE	04/28/20		MW	0101-0000-0-5800-0000-8220-000	16,245.00
68	00291658	V68038893 ARTESIA SAWDUST	04/28/20		MW	0101-0000-0-4500-0000-8220-000	3,144.95
68	00291659	V68076299 BEACH CITIES GLASS INC	04/28/20		MW	0101-8150-0-4500-0000-8110-000	50.07
68	00291660	V68123938 BRESSLER, ERIC AND/OR KATHY	04/28/20		MW	0101-0724-0-5800-5001-3600-000	1,799.89
68	00291661	V68141660 CAL-STATE AUTO PARTS INC	04/28/20		MW	0101-0724-0-4600-5001-3600-000	120.42
68	00291662	V68108311 CINTAS CORPORATION	04/28/20		MW	0101-0730-0-4500-1110-3600-000	142.30
68	00291662	V68108311 CINTAS CORPORATION	04/28/20		MW	0101-0724-0-4500-5001-3600-000	60.99
68	00291662	V68108311 CINTAS CORPORATION	04/28/20		MW	0101-8150-0-4500-0000-8110-000	560.74
68	00291663	V68146234 CINTAS CORPORATION #640	04/28/20		MW	0101-0730-0-5800-1110-3600-000	154.83
68	00291663	V68146234 CINTAS CORPORATION #640	04/28/20		MW	0101-0724-0-5800-5001-3600-000	154.83
68	00291663	V68146234 CINTAS CORPORATION #640	04/28/20		MW	0101-8150-0-5605-0000-8110-000	1,438.93
68	00291664	V68101521 COLLEGE BOARD	04/28/20		MW	0101-0002-0-4300-1140-1000-001	2,227.00
68	00291665	V68147693 COMPLETE OFFICE OF CA	04/28/20		MW	0101-8150-0-4500-0000-8110-000	117.70
68	00291666	V68155656 CONTROL AIR CONDITIONING SERVI	04/28/20		MW	0101-8150-0-5605-0000-8110-000	630.00
68	00291667	V68022310 COUNTY OF ORANGE - WASTE MNGT	04/28/20		MW	0101-0000-0-5500-0000-8200-000	447.01
68	00291668	V68157082 DALATI, AHMAD	04/28/20		MW	0101-0724-0-5800-5001-3600-000	117.99
68	00291669	V68026001 DENAULT S HARDWARE	04/28/20		MW	0101-0724-0-4600-5001-3600-000	1,608.87
68	00291669	V68026001 DENAULT S HARDWARE	04/28/20		MW	0101-8150-0-4500-0000-8110-000	26.66
68	00291670	V68009761 EBERHARD EQUIPMENT	04/28/20		MW	0101-0000-0-5605-0000-8220-000	818.90
68	00291671	V68154409 EWING IRRIGATION PRODUCTS INC	04/28/20		MW	0101-0000-0-4500-0000-8220-000	6,020.40
68	00291672	V68152838 FASTECH	04/28/20		MW	0101-0724-0-5605-5001-3600-000	750.00
68	00291673	V68155629 FERGUSON ENTERPRISES INC.	04/28/20		MW	0101-8150-0-4500-0000-8110-000	59.89
68	00291674	V68158932 FLEET SERVICE SPECIALISTS LLC	04/28/20		MW	0101-0724-0-4600-5001-3600-000	5,353.81
68	00291675	V68073437 GANAHL LUMBER CO	04/28/20		MW	0101-0400-0-4300-1140-1000-021	79.61
68	00291675	V68073437 GANAHL LUMBER CO	04/28/20		MW	0101-8150-0-4500-0000-8110-000	4,468.93
68	00291676	V68160451 GEORGE, BRIAN AND CLAUDIA	04/28/20		MW	0101-0724-0-5800-5001-3600-000	120.75
68	00291677	V68035251 GLEN PRODUCTS	04/28/20		MW	0101-8150-0-4500-0000-8110-000	74.89

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68	00291678	V68159673 GOETSCHER, WENDY	04/28/20		MW	0101-0724-0-5800-5001-3600-000	3,097.44
68	00291679	V68144604 HAMEED, SHAWN	04/28/20		MW	0101-0724-0-5800-5001-3600-000	433.19
68	00291680	V68162567 HANCOCK, KEITH OR CARLY	04/28/20		MW	0101-0724-0-5800-5001-3600-000	4,337.30
68	00291681	V68147116 HD SUPPLY FACILITIES MAINTENAN	04/28/20		MW	0101-8150-0-4405-0000-8110-000	858.77
68	00291682	V68059250 HIRSCH PIPE & SUPPLY INC	04/28/20		MW	0101-8150-0-4500-0000-8110-000	281.18
68	00291683	V68154526 IMAGE APPAREL FOR BUSINESS INC	04/28/20		MW	0101-0730-0-4500-1110-3600-000	117.91
68	00291683	V68154526 IMAGE APPAREL FOR BUSINESS INC	04/28/20		MW	0101-0724-0-4500-5001-3600-000	78.61
68	00291684	V68159117 IMASA, MARCELO OR PATRICIA	04/28/20		MW	0101-0724-0-5800-5001-3600-000	119.60
68	00291685	V68153485 IPEVO INC	04/28/20		MW	0101-0002-0-4300-1130-1000-085	3,297.15
68	00291686	V68046445 JOHNSTONE SUPPLY SANTA ANA	04/28/20		MW	0101-8150-0-4405-0000-8110-000	638.31
68	00291686	V68046445 JOHNSTONE SUPPLY SANTA ANA	04/28/20		MW	0101-8150-0-4500-0000-8110-000	216.71
68	00291687	V68117759 JOSTENs INC.	04/28/20		MW	0101-0010-0-4500-0000-2700-001	13.04
68	00291688	V68062513 KELLY PAPER COMPANY	04/28/20		MW	0101-0000-0-4500-0000-7550-000	493.81
68	00291689	V68157944 LAPEL PINS PLUS NETWORK LLC	04/28/20		MW	0101-0000-0-4500-0000-7180-000	1,821.00
68	00291690	V68052878 LAWNMOWERS ETC	04/28/20		MW	0101-8150-0-5605-0000-8120-000	579.63
68	00291691	V68158266 LITERACY RESOURCES LLC	04/28/20		MW	0101-0400-0-4300-1130-1000-052	91.99
68	00291692	V68154696 MARDER, JEFF	04/28/20		MW	0101-0724-0-5800-5001-3600-000	466.90
68	00291693	V68158872 NGUYEN, CALVIN OR TRISHA	04/28/20		MW	0101-0724-0-5800-5001-3600-000	596.16
68	00291694	V68145020 OCDE	04/28/20		MW	0101-3010-0-5810-1110-1000-072	2,652.00
68	00291695	V68152748 RAZEGHI, MAX OR MAHSA	04/28/20		MW	0101-0724-0-5800-5001-3600-000	21.85
68	00291696	V68118525 RODAS, PHILLIP OR CAROLYN	04/28/20		MW	0101-0724-0-5800-5001-3600-000	88.32
68	00291697	V68158279 SALMASSIAN, REZA	04/28/20		MW	0101-0724-0-5800-5001-3600-000	1,462.37
68	00291698	V68084100 SO CA GAS CO	04/28/20		MW	0101-0000-0-5500-0000-8200-000	2,651.19
68	00291699	V68143281 THOMAS, ED OR REBECCA	04/28/20		MW	0101-0724-0-5800-5001-3600-000	648.98
68	00291700	V68118382 US BANK	04/28/20		MW	0101-0002-0-4500-0000-2700-025	10.76
68	00291700	V68118382 US BANK	04/28/20		MW	0101-0002-0-4300-1140-1000-033	393.99
68	00291700	V68118382 US BANK	04/28/20		MW	0101-3010-0-4300-1110-1000-061	366.01
68	00291700	V68118382 US BANK	04/28/20		MW	0101-3555-0-4300-3800-1000-005	161.50
68	00291700	V68118382 US BANK	04/28/20		MW	0101-4127-0-4300-1110-1000-000	1,534.18
68	00291700	V68118382 US BANK	04/28/20		MW	0101-4203-0-5216-4760-2100-000	150.00
68	00291700	V68118382 US BANK	04/28/20		MW	0101-6500-0-4500-5750-3140-000	10.76
68	00291701	V68161242 VAN WEELDE, JENNIFER OR RYAN	04/28/20		MW	0101-0724-0-5800-5001-3600-000	1,193.36
68	00291702	V68156077 WONDRA, ADAM C	04/28/20		MW	0101-0724-0-5800-5001-3600-000	161.92

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68 00291711	V68156236	A CABRAL ROOFING GROUP	04/29/20		MW	0101-8150-0-5605-0000-8110-024	11,500.00
68 00291712	V68156068	BAUTISTA, GERARDO	04/29/20		MW	0101-0004-0-4200-1180-2420-006	18.00
68 00291713	V68160919	BROUGHTON, TRACY	04/29/20		MW	0101-0004-0-4114-1180-1000-005	81.00
68 00291714	V68160953	CALO, TERESA	04/29/20		MW	0101-0004-0-4114-1180-1000-001	26.00
68 00291715	V68160326	CPR1 LLC	04/29/20		MW	0101-0400-0-4300-1130-1000-087	1,277.59
68 00291715	V68160326	CPR1 LLC	04/29/20		MW	0101-0400-0-4400-1130-1000-087	2,715.30
68 00291716	V68063693	E STEWART AND ASSOCIATES INC	04/29/20		MW	0101-0000-0-5605-0000-8220-000	8,242.00
68 00291717	V68051854	GILBERT & STEARNS INC	04/29/20		MW	0101-6387-0-5605-3800-8110-089	15,418.48
68 00291718	V68160702	GURROLA, MARIA OR ROBERT	04/29/20		MW	0101-0004-0-4200-1180-2420-024	30.00
68 00291719	V68122718	SOUTHERN CALIFORNIA EDISON	04/29/20		MW	0101-0000-0-5500-0000-8200-000	2,947.73
68 00291720	V68118382	US BANK	04/29/20		MW	0101-7388-0-4500-0000-7550-000	1,498.09
SUBFUND 0101 Total:							4,113,500.59

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68 00290860	V68113144	OPPORTUNITY FOR LEARNING	04/07/20		MW	0909-0000-0-8011-0000-0000-203	419,852.46
68 00290860	V68113144	OPPORTUNITY FOR LEARNING	04/07/20		MW	0909-0000-0-8019-0000-0000-203	1,793.80
68 00290860	V68113144	OPPORTUNITY FOR LEARNING	04/07/20		MW	0909-1100-0-8560-0000-0000-203	7,723.84
SUBFUND 0909 Total:							429,370.10

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68 00290765	V68158971	CHAVEZ, VICTORIA	04/03/20		MW	1212-9145-0-5213-0001-2700-000	211.94
68 00290857	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	04/06/20		MW	1212-6105-0-4300-0001-1000-000	308.38
68 00290938	V68161892	ARSLAN, CASSANDRA	04/09/20		MW	1212-9145-0-8673-0000-0000-000	891.00
68 00290939	V68161891	BARRAGAN, LEONIE	04/09/20		MW	1212-9145-0-8673-0000-0000-000	490.00
68 00290940	V68161889	CARAYANIS, YOLANDA	04/09/20		MW	1212-9145-0-8673-0000-0000-000	170.00
68 00290941	V68158162	CEFALU, JOSEPH OR ALEXANDRA	04/09/20		MW	1212-9145-0-8673-0000-0000-000	891.00
68 00290942	V68161887	CHANG, JUNE HUNG-CHUN	04/09/20		MW	1212-9145-0-8673-0000-0000-000	769.00
68 00290943	V68161896	CHAUDHARI, MELISSA	04/09/20		MW	1212-9145-0-8673-0000-0000-000	1,519.00
68 00290944	V68161894	CONNOLLY, KIERAN	04/09/20		MW	1212-9145-0-8673-0000-0000-000	2,057.00
68 00290945	V68161888	DONGES, MELISSA OR MICHAEL	04/09/20		MW	1212-9145-0-8673-0000-0000-000	441.00
68 00290946	V68110734	JURDI, GHADA	04/09/20		MW	1212-6127-0-5216-0001-2100-000	175.00
68 00290947	V68161895	NICDAO, ERNEST OR MARIONE GALO	04/09/20		MW	1212-9145-0-8673-0000-0000-000	587.00
68 00290948	V68157661	STEVENS, BREANNA	04/09/20		MW	1212-9145-0-8673-0000-0000-000	891.00
68 00290949	V68161897	TAHI, TRINH OR TRUNG	04/09/20		MW	1212-9145-0-8673-0000-0000-000	1,912.00
68 00290950	V68161893	TRAINOR, SHAYLENE	04/09/20		MW	1212-9145-0-8673-0000-0000-000	901.00
68 00290951	V68161890	TRAN, ADDISON	04/09/20		MW	1212-9145-0-8673-0000-0000-000	208.00
68 00290952	V68152344	ZEIDAN, ZORIN	04/09/20		MW	1212-9145-0-8673-0000-0000-000	597.00
68 00291021	V68049480	LAKESHORE LEARNING MATERIALS	04/10/20		MW	1212-6105-0-4300-0001-1000-000	1,301.79
68 00291021	V68049480	LAKESHORE LEARNING MATERIALS	04/10/20		MW	1212-6127-0-4300-0001-1000-000	1,996.47
68 00291087	V68155607	NIGRO & NIGRO PC	04/14/20		MW	1212-9140-0-5800-0001-2700-000	2,400.00
68 00291194	V68112868	HAMIDI, AURORA	04/16/20		MW	1212-6105-0-5213-0001-2700-000	80.85
68 00291205	V68161971	ADAMS, JASON AND JENNIFER	04/20/20		MW	1212-9145-0-8673-0000-0000-000	457.00
68 00291206	V68154881	LEE, Te-I	04/20/20		MW	1212-9145-0-4300-0001-1000-000	73.19
68 00291207	V68161975	MOHAMMADI, MAJID	04/20/20		MW	1212-9145-0-8673-0000-0000-000	1,172.00
68 00291208	V68161970	SCHMITZ, ANDREW	04/20/20		MW	1212-9145-0-8673-0000-0000-000	891.00
68 00291209	V68161972	SPELTZ, MICHAEL	04/20/20		MW	1212-9145-0-8673-0000-0000-000	697.00
68 00291653	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	04/27/20		MW	1212-6105-0-4300-0001-1000-000	10.73
68 00291721	V68160757	HAYASHIDA, KENNETH	04/29/20		MW	1212-9145-0-8673-0000-0000-000	310.00
SUBFUND 1212 Total:							22,409.35

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00290766	V68152352 ACTION SALES	04/03/20		MW	1313-5310-0-4472-0000-3700-000	881.66
68	00290767	V68161865 BLACK, GLEN	04/03/20		MW	1313-9700-0-9653-0000-0000-001	290.00
68	00290768	V68145318 BRINKS INC.	04/03/20		MW	1313-5310-0-5874-0000-3700-000	588.90
68	00290769	V68161863 CHAFFEE, CHARLES	04/03/20		MW	1313-9700-0-9651-0000-0000-000	129.50
68	00290770	V68161815 CLARK, STEPHANIE	04/03/20		MW	1313-9700-0-9652-0000-0000-026	26.45
68	00290771	V68161868 COBB, BYRON	04/03/20		MW	1313-9700-0-9653-0000-0000-018	26.25
68	00290772	V68161822 DEMARTIN, VALERIE	04/03/20		MW	1313-9700-0-9653-0000-0000-003	30.25
68	00290772	V68161822 DEMARTIN, VALERIE	04/03/20		MW	1313-9700-0-9652-0000-0000-027	43.50
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-000	852.60
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-021	2,445.00
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-022	1,065.00
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-023	1,552.50
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-024	1,642.50
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4716-0000-3700-024	30.00
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-025	1,185.00
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-026	945.00
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-027	1,087.50
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-028	1,755.00
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-029	1,042.50
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-030	555.00
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-031	360.00
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-032	345.00
68	00290773	V68130403 DOMINO S PIZZA	04/03/20		MW	1313-5310-0-4711-0000-3700-033	75.00
68	00290774	V68161819 ELLIS, JESSICA	04/03/20		MW	1313-9700-0-9651-0000-0000-000	56.00
68	00290774	V68161819 ELLIS, JESSICA	04/03/20		MW	1313-9700-0-9653-0000-0000-004	32.75
68	00290775	V68153318 FOOD SAFETY SYSTEMS	04/03/20		MW	1313-5310-0-5874-0000-3700-000	10,075.00
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-000	1,744.51
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-001	288.62
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-002	275.74
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-003	401.88
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-004	352.02
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-005	263.80
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-006	390.14

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68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-018	68.52
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-021	252.13
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-022	86.75
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-023	53.74
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-024	77.90
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-025	73.37
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-026	67.26
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-027	54.06
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-028	78.84
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-029	79.65
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-030	46.02
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-031	30.73
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-032	21.24
68	00290776	V68141930 GALASSO'S BAKERY	04/03/20		MW	1313-5310-0-4711-0000-3700-033	19.79
68	00290777	V68161870 GALLAGHER, KARIN	04/03/20		MW	1313-9700-0-9653-0000-0000-003	387.70
68	00290778	V68161866 GAUDETTE, JOELLE	04/03/20		MW	1313-9700-0-9653-0000-0000-004	66.50
68	00290779	V68161831 HELLER, DIANA	04/03/20		MW	1313-9700-0-9653-0000-0000-002	71.15
68	00290780	V68161816 HIGBEE, MELISSA	04/03/20		MW	1313-9700-0-9651-0000-0000-000	83.50
68	00290781	V68130111 INDUSTRIAL ELECTRIC	04/03/20		MW	1313-5310-0-5672-0000-3700-000	601.68
68	00290781	V68130111 INDUSTRIAL ELECTRIC	04/03/20		MW	1313-5310-0-5672-0000-3700-002	1,440.10
68	00290782	V68161829 JOSEPH, DRAYTON	04/03/20		MW	1313-9700-0-9653-0000-0000-003	59.25
68	00290783	V68161826 KUBISCH, SHARON	04/03/20		MW	1313-9700-0-9653-0000-0000-005	62.65
68	00290784	V68161832 LAI, ANN	04/03/20		MW	1313-9700-0-9653-0000-0000-004	71.40
68	00290785	V68161817 LINDGREN, SHARI	04/03/20		MW	1313-9700-0-9653-0000-0000-005	64.75
68	00290786	V68161869 MANES, CYNTHIA	04/03/20		MW	1313-9700-0-9653-0000-0000-005	64.05
68	00290787	V68161828 MCCORMICK, CATHY	04/03/20		MW	1313-9700-0-9653-0000-0000-005	57.80
68	00290788	V68161824 MOE, CHERYL	04/03/20		MW	1313-9700-0-9653-0000-0000-003	62.75
68	00290789	V68130063 OFFICE DEPOT	04/03/20		MW	1313-5310-0-4570-0000-3700-000	102.81
68	00290790	V68161814 OKUMA-FARRY, JERI	04/03/20		MW	1313-9700-0-9653-0000-0000-006	62.75
68	00290791	V68156481 OLIVER PRODUCTS	04/03/20		MW	1313-5310-0-4717-0000-3700-000	6,439.56
68	00290792	V68155758 REFRIGERATION CONTROL COMPANY	04/03/20		MW	1313-5310-0-5671-0000-3700-000	18,441.23
68	00290792	V68155758 REFRIGERATION CONTROL COMPANY	04/03/20		MW	1313-5310-0-5671-0000-3700-000	1,867.66
68	00290792	V68155758 REFRIGERATION CONTROL COMPANY	04/03/20		MW	1313-5310-0-5671-0000-3700-004	1,500.61

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68 00290793	V68159580	SAN CLEMENTE TIMES LLC	04/03/20		MW	1313-5310-0-5882-0000-3700-000	690.00
68 00290794	V68161825	SARAYBA, CRISTINA	04/03/20		MW	1313-9700-0-9653-0000-0000-006	74.25
68 00290795	V68161871	SHI, LEI	04/03/20		MW	1313-9700-0-9651-0000-0000-000	97.25
68 00290796	V68161690	STERLING FOODS BV INC. DBA BUE	04/03/20		MW	1313-5310-0-4713-0000-3700-000	1,711.00
68 00290797	V68157635	STERNER, CAROL	04/03/20		MW	1313-9700-0-9653-0000-0000-001	51.15
68 00290798	V68102018	SYSCO RIVERSIDE INC.	04/03/20		MW	1313-5310-0-4717-0000-3700-000	1,209.50
68 00290799	V68144966	THE PLATINUM PACKAGING GROUP	04/03/20		MW	1313-5310-0-4717-0000-3700-000	3,894.66
68 00290800	V68161867	TIMBOE, ALISON	04/03/20		MW	1313-9700-0-9651-0000-0000-000	42.75
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-000	9,940.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-001	251.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-002	84.00
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-003	195.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-004	307.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-005	111.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-006	279.00
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-018	27.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-021	251.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-022	139.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-023	83.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-024	139.00
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-025	195.00
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-026	139.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-027	111.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-028	195.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-029	83.50
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-030	139.00
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-031	83.00
68 00290801	V68160244	TRIPLE B CORPORATION DBA CHARL	04/03/20		MW	1313-5310-0-4711-0000-3700-033	83.50
68 00290802	V68148264	VERIZON WIRELESS	04/03/20		MW	1313-5310-0-5900-0000-3700-000	5.80
68 00290803	V68161827	WHITE, LAURA	04/03/20		MW	1313-9700-0-9653-0000-0000-006	71.75
68 00290804	V68161864	YOST, LYNNE	04/03/20		MW	1313-9700-0-9653-0000-0000-001	62.50
68 00290805	V68161830	ZOGOB, JENNIFER	04/03/20		MW	1313-9700-0-9653-0000-0000-002	50.00
68 00290888	V68999999	CDTFA	04/08/20		MW	1313-5310-0-9519-0000-0000-000	332.00

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00290889	V68146093 EKON-O-PAC LLC	04/08/20		MW	1313-5310-0-9519-0000-0000-000	1,160.00
68	00290890	V68114146 GOLD STAR FOODS INC	04/08/20		MW	1313-5310-0-9519-0000-0000-000	165,554.18
68	00290891	V68161305 HURST, AUDREY	04/08/20		MW	1313-5310-0-9519-0000-0000-000	58.08
68	00290892	V68156646 LOS ANGELES DISTRIBUTING COMPA	04/08/20		MW	1313-5310-0-9519-0000-0000-000	6,321.60
68	00290893	V68116688 P & R PAPER SUPPLY COMPANY INC	04/08/20		MW	1313-5310-0-9519-0000-0000-000	21,915.71
68	00291022	V68130047 HOLLANDIA DAIRY INC.	04/10/20		MW	1313-5310-0-9519-0000-0000-000	55,086.78
68	00291128	V68161902 BILEK, SABRINA	04/15/20		MW	1313-9700-0-9651-0000-0000-000	40.00
68	00291129	V68145318 BRINKS INC.	04/15/20		MW	1313-5310-0-5874-0000-3700-000	316.44
68	00291130	V68161899 DUDHEKER, MANISHA	04/15/20		MW	1313-5310-0-5213-0000-3700-000	5.75
68	00291130	V68161899 DUDHEKER, MANISHA	04/15/20		MW	1313-5310-0-5213-0000-3700-005	12.65
68	00291130	V68161899 DUDHEKER, MANISHA	04/15/20		MW	1313-5310-0-5213-0000-3700-025	13.80
68	00291130	V68161899 DUDHEKER, MANISHA	04/15/20		MW	1313-5310-0-5213-0000-3700-031	14.95
68	00291131	V68158215 HWANG, SUNHEE	04/15/20		MW	1313-9700-0-9653-0000-0000-004	65.00
68	00291132	V68153651 MAI, HY &/OR NGUYET LY	04/15/20		MW	1313-9700-0-9653-0000-0000-005	169.95
68	00291133	V68161904 MOUSSEAU, MATTHEW	04/15/20		MW	1313-9700-0-9651-0000-0000-000	129.37
68	00291133	V68161904 MOUSSEAU, MATTHEW	04/15/20		MW	1313-9700-0-9652-0000-0000-029	99.13
68	00291134	V68130063 OFFICE DEPOT	04/15/20		MW	1313-5310-0-4570-0000-3700-000	347.56
68	00291135	V68156481 OLIVER PRODUCTS	04/15/20		MW	1313-5310-0-4717-0000-3700-000	725.00
68	00291136	V68155758 REFRIGERATION CONTROL COMPANY	04/15/20		MW	1313-5310-0-9519-0000-0000-000	977.50
68	00291136	V68155758 REFRIGERATION CONTROL COMPANY	04/15/20		MW	1313-5310-0-5671-0000-3700-003	402.02
68	00291136	V68155758 REFRIGERATION CONTROL COMPANY	04/15/20		MW	1313-5310-0-5671-0000-3700-028	467.50
68	00291136	V68155758 REFRIGERATION CONTROL COMPANY	04/15/20		MW	1313-5310-0-5671-0000-3700-033	651.02
68	00291137	V68161900 SCHUNDLER, DARWATI	04/15/20		MW	1313-9700-0-9653-0000-0000-003	51.75
68	00291138	V68161901 SIMONE, NICOLE	04/15/20		MW	1313-9700-0-9651-0000-0000-000	19.75
68	00291139	V68161903 WHITTAKER, LUANNE	04/15/20		MW	1313-9700-0-9651-0000-0000-000	86.25
68	00291140	V68161905 WONG, PAMELA	04/15/20		MW	1313-9700-0-9653-0000-0000-004	22.25
68	00291210	V68161915 AOSSEY, MIRIAM	04/20/20		MW	1313-9700-0-9651-0000-0000-000	296.50
68	00291210	V68161915 AOSSEY, MIRIAM	04/20/20		MW	1313-9700-0-9652-0000-0000-028	315.00
68	00291211	V68161936 BAUTISTA, RANDEE	04/20/20		MW	1313-9700-0-9653-0000-0000-005	79.73
68	00291212	V68161966 BECK, MICHAEL OR KAREN	04/20/20		MW	1313-9700-0-9652-0000-0000-024	35.00
68	00291213	V68161927 BOHNE, HEIDI	04/20/20		MW	1313-9700-0-9653-0000-0000-004	88.25
68	00291214	V68161965 BROCKHAUS, JOHN	04/20/20		MW	1313-9700-0-9653-0000-0000-005	107.75
68	00291215	V68161950 CATLETT, IVAN	04/20/20		MW	1313-9700-0-9653-0000-0000-004	76.50

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00291216	V68161913 CHOI, MIRANDA	04/20/20		MW	1313-9700-0-9653-0000-0000-004	216.45
68	00291217	V68161967 COFFER, MYEETSHA	04/20/20		MW	1313-9700-0-9653-0000-0000-001	10.50
68	00291218	V68161955 COLUMBUS, FLORENCE	04/20/20		MW	1313-9700-0-9653-0000-0000-001	78.50
68	00291219	V68161928 CORREA, DIEGO	04/20/20		MW	1313-9700-0-9653-0000-0000-002	55.00
68	00291220	V68161937 CORSINITA, JULIET	04/20/20		MW	1313-9700-0-9653-0000-0000-002	222.30
68	00291221	V68161923 DAVENPORT, CYNTHIA	04/20/20		MW	1313-9700-0-9653-0000-0000-001	118.25
68	00291222	V68161920 FANN, CHRISTY	04/20/20		MW	1313-9700-0-9653-0000-0000-003	55.00
68	00291223	V68161949 GONDA, KRISTIN	04/20/20		MW	1313-9700-0-9653-0000-0000-004	115.95
68	00291224	V68161932 GOULART, TODD	04/20/20		MW	1313-9700-0-9653-0000-0000-005	69.75
68	00291225	V68161942 HANSEN, JAMIE	04/20/20		MW	1313-9700-0-9653-0000-0000-003	95.45
68	00291226	V68161918 HARRELL, KEVIN	04/20/20		MW	1313-9700-0-9651-0000-0000-000	52.00
68	00291226	V68161918 HARRELL, KEVIN	04/20/20		MW	1313-9700-0-9653-0000-0000-004	46.75
68	00291227	V68161939 HEWITT, GARY	04/20/20		MW	1313-9700-0-9653-0000-0000-005	221.50
68	00291228	V68158512 HOWSMON, KARA	04/20/20		MW	1313-9700-0-9653-0000-0000-005	87.23
68	00291229	V68130111 INDUSTRIAL ELECTRIC	04/20/20		MW	1313-5310-0-5672-0000-3700-000	279.00
68	00291230	V68161951 JOHNSON, ROBERT	04/20/20		MW	1313-9700-0-9653-0000-0000-003	64.95
68	00291231	V68161919 KEEFE, TINA	04/20/20		MW	1313-9700-0-9653-0000-0000-003	64.65
68	00291232	V68153050 KELTON-ROGERS, SANDRA	04/20/20		MW	1313-9700-0-9653-0000-0000-005	63.25
68	00291233	V68161912 KOONS, TOM	04/20/20		MW	1313-9700-0-9653-0000-0000-002	143.40
68	00291234	V68161929 KUMAR, SIMI	04/20/20		MW	1313-9700-0-9653-0000-0000-003	87.00
68	00291235	V68161947 KWONG, SYLVIA	04/20/20		MW	1313-9700-0-9653-0000-0000-004	83.45
68	00291236	V68161922 KYCKELHAHN, ZARA	04/20/20		MW	1313-9700-0-9653-0000-0000-004	152.25
68	00291237	V68161935 LANDAAS, CHRISTINA	04/20/20		MW	1313-9700-0-9653-0000-0000-006	77.50
68	00291238	V68161914 LAUDA, ROCHELLE	04/20/20		MW	1313-9700-0-9653-0000-0000-004	69.90
68	00291239	V68161956 LEE, ALEX	04/20/20		MW	1313-9700-0-9653-0000-0000-005	66.00
68	00291240	V68161946 LORENZ, ARLENE	04/20/20		MW	1313-9700-0-9653-0000-0000-004	80.95
68	00291241	V68161954 LOSEY, LINDA	04/20/20		MW	1313-9700-0-9653-0000-0000-003	147.50
68	00291242	V68161933 MARTIN, DAVID	04/20/20		MW	1313-9700-0-9653-0000-0000-003	198.25
68	00291243	V68161934 MCCARTHY, CHRISTEE	04/20/20		MW	1313-9700-0-9653-0000-0000-001	69.90
68	00291244	V68161940 MCCARTHY, DIANE P.	04/20/20		MW	1313-9700-0-9653-0000-0000-005	67.00
68	00291245	V68161931 MCNEAL, AMY	04/20/20		MW	1313-9700-0-9653-0000-0000-003	67.97
68	00291246	V68161930 MCVEY, LISA	04/20/20		MW	1313-9700-0-9653-0000-0000-003	100.16
68	00291247	V68161944 NGUYEN, DZUNG	04/20/20		MW	1313-9700-0-9653-0000-0000-005	306.85

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68	00291248	V68161917 PENG, JIA	04/20/20		MW	1313-9700-0-9651-0000-0000-000	52.75
68	00291249	V68161938 POWERS, KARI	04/20/20		MW	1313-9700-0-9653-0000-0000-002	56.85
68	00291250	V68161952 PUTICA, OLGA	04/20/20		MW	1313-9700-0-9651-0000-0000-000	24.75
68	00291251	V68161964 RAYNER, MEHRZAD	04/20/20		MW	1313-9700-0-9653-0000-0000-002	113.95
68	00291252	V68161943 REYNOLDS, STEPHANIE	04/20/20		MW	1313-9700-0-9653-0000-0000-004	85.10
68	00291253	V68161963 ROMERO, GLENDA	04/20/20		MW	1313-9700-0-9653-0000-0000-002	80.25
68	00291254	V68156578 SAGE, SCOTT OR JANET	04/20/20		MW	1313-9700-0-9653-0000-0000-003	89.35
68	00291255	V68161962 SALDANA, ROBERTO	04/20/20		MW	1313-9700-0-9653-0000-0000-004	77.75
68	00291256	V68161916 SARKEES, SUZANNE	04/20/20		MW	1313-9700-0-9651-0000-0000-000	24.00
68	00291257	V68155848 Schafer, Terrence or Stacey	04/20/20		MW	1313-9700-0-9653-0000-0000-005	399.95
68	00291258	V68161958 SCHWARTZ, GINA	04/20/20		MW	1313-9700-0-9653-0000-0000-006	94.75
68	00291259	V68161948 SIMMONS, NATALIE	04/20/20		MW	1313-9700-0-9653-0000-0000-002	234.25
68	00291260	V68161953 TAYLOR, KATHLEEN	04/20/20		MW	1313-9700-0-9653-0000-0000-001	103.50
68	00291261	V68161961 THOMPSON, DANA	04/20/20		MW	1313-9700-0-9653-0000-0000-004	107.50
68	00291262	V68156229 VIGOUROUX, JOHN OR KRISTA	04/20/20		MW	1313-9700-0-9653-0000-0000-005	111.74
68	00291263	V68161959 WEYRICK, LIANE	04/20/20		MW	1313-9700-0-9653-0000-0000-005	68.50
68	00291264	V68161921 WILLIAMS, FANNY	04/20/20		MW	1313-9700-0-9653-0000-0000-002	152.00
68	00291265	V68161960 WILSON, ISALENA	04/20/20		MW	1313-9700-0-9653-0000-0000-006	81.75
68	00291266	V68161957 WOO, GRACE	04/20/20		MW	1313-9700-0-9653-0000-0000-005	67.90
68	00291267	V68161941 WU, RICHARD	04/20/20		MW	1313-9700-0-9653-0000-0000-001	76.75
68	00291268	V68161945 ZHANG, LIDA	04/20/20		MW	1313-9700-0-9653-0000-0000-005	85.00
68	00291437	V68161997 BHATIA, MONICA	04/22/20		MW	1313-9700-0-9653-0000-0000-006	75.00
68	00291438	V68161980 DAPENA, KRISTALINA	04/22/20		MW	1313-9700-0-9653-0000-0000-001	45.75
68	00291439	V68161979 DAVIS, DAWN	04/22/20		MW	1313-9700-0-9651-0000-0000-000	18.00
68	00291439	V68161979 DAVIS, DAWN	04/22/20		MW	1313-9700-0-9652-0000-0000-025	0.25
68	00291440	V68161978 DAWSON, ELIZABETH	04/22/20		MW	1313-9700-0-9652-0000-0000-024	67.75
68	00291441	V68161981 FIGUEROA, TERESA	04/22/20		MW	1313-9700-0-9652-0000-0000-032	16.25
68	00291442	V68161982 FRANCISCO, LARA	04/22/20		MW	1313-9700-0-9651-0000-0000-000	151.25
68	00291443	V68161994 GIBBONS, LYDIA	04/22/20		MW	1313-9700-0-9653-0000-0000-001	53.00
68	00291444	V68161986 HILLER, CLAIRE	04/22/20		MW	1313-9700-0-9651-0000-0000-000	7.00
68	00291444	V68161986 HILLER, CLAIRE	04/22/20		MW	1313-9700-0-9652-0000-0000-024	11.50
68	00291445	V68161988 KENNEDY, PATRICIA	04/22/20		MW	1313-9700-0-9651-0000-0000-000	46.00
68	00291446	V68162000 KIPERS, DEBORAH	04/22/20		MW	1313-9700-0-9653-0000-0000-004	99.40

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68	00291447	V68162001 LEVESQUE SR., RONALD J.	04/22/20		MW	1313-9700-0-9653-0000-0000-006	68.30
68	00291448	V68161991 MCALAVY, TERRI	04/22/20		MW	1313-9700-0-9651-0000-0000-000	17.25
68	00291449	V68161987 MITROPOULOS, ISAAC	04/22/20		MW	1313-9700-0-9651-0000-0000-000	20.00
68	00291450	V68161983 PITKO, JUDITH	04/22/20		MW	1313-9700-0-9652-0000-0000-029	63.25
68	00291451	V68161977 PLAIA, CHRISTOPHER	04/22/20		MW	1313-9700-0-9652-0000-0000-024	80.00
68	00291452	V68161989 PROCHNOW, ASHLEY	04/22/20		MW	1313-9700-0-9653-0000-0000-005	15.50
68	00291453	V68162004 RAYGOZA, RAMON	04/22/20		MW	1313-9700-0-9651-0000-0000-000	16.50
68	00291454	V68161984 REESE, LINDA	04/22/20		MW	1313-9700-0-9653-0000-0000-001	59.00
68	00291455	V68161992 RUTLEDGE, LISA	04/22/20		MW	1313-5310-0-5213-0000-3700-000	28.75
68	00291456	V68161996 SPRINGER, KATHLEEN	04/22/20		MW	1313-9700-0-9653-0000-0000-004	55.25
68	00291457	V68161985 THACKER, LORI	04/22/20		MW	1313-9700-0-9651-0000-0000-000	98.50
68	00291457	V68161985 THACKER, LORI	04/22/20		MW	1313-9700-0-9653-0000-0000-005	18.05
68	00291458	V68161993 THOMPSON, GINGER	04/22/20		MW	1313-9700-0-9653-0000-0000-006	50.35
68	00291459	V68160963 TSATSOUKIS, TRACI	04/22/20		MW	1313-9700-0-9652-0000-0000-030	46.25
68	00291460	V68161990 TUCK, DAVID	04/22/20		MW	1313-9700-0-9651-0000-0000-000	35.50
68	00291461	V68161998 WU, RICHARD	04/22/20		MW	1313-9700-0-9653-0000-0000-005	83.90
68	00291462	V68161999 ZHENG, BIN	04/22/20		MW	1313-9700-0-9653-0000-0000-005	78.75
68	00291544	V68162188 ARROYO, ALEXIS	04/24/20		MW	1313-9700-0-9653-0000-0000-002	33.05
68	00291545	V68162184 BANDA, FRANCISCA	04/24/20		MW	1313-9700-0-9653-0000-0000-002	30.40
68	00291546	V68162324 BATES, CHRISTY	04/24/20		MW	1313-9700-0-9653-0000-0000-005	42.75
68	00291547	V68162181 BOGDANOVICH, LISA	04/24/20		MW	1313-9700-0-9653-0000-0000-001	83.00
68	00291548	V68162180 BOYD, LESLEY	04/24/20		MW	1313-9700-0-9653-0000-0000-005	27.00
68	00291549	V68157913 BUTLER, ERIKA	04/24/20		MW	1313-9700-0-9653-0000-0000-006	42.95
68	00291550	V68162173 CHAMBERS, LESLIE	04/24/20		MW	1313-9700-0-9651-0000-0000-000	20.00
68	00291551	V68162171 CHIDLEY, KRISTEN	04/24/20		MW	1313-9700-0-9651-0000-0000-000	21.50
68	00291552	V68162197 CLARK, JENNIFER	04/24/20		MW	1313-9700-0-9653-0000-0000-003	36.50
68	00291553	V68162166 COATES, CHRISTOPHER	04/24/20		MW	1313-9700-0-9653-0000-0000-005	31.25
68	00291554	V68162192 CORRAL, KIMBERLY	04/24/20		MW	1313-9700-0-9653-0000-0000-006	31.50
68	00291555	V68162164 DAVIS, AMANDA	04/24/20		MW	1313-9700-0-9653-0000-0000-004	27.50
68	00291556	V68162185 DAVIS, WILLIAM	04/24/20		MW	1313-9700-0-9653-0000-0000-001	40.00
68	00291557	V68162191 DAY, AMBER	04/24/20		MW	1313-9700-0-9653-0000-0000-003	25.05
68	00291558	V68162195 DENKER, ELIZABETH	04/24/20		MW	1313-9700-0-9653-0000-0000-001	33.05
68	00291559	V68162172 DONG, FENGMEI	04/24/20		MW	1313-9700-0-9651-0000-0000-000	17.00

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68	00291560	V68162174 DOWNEY, COLLIN	04/24/20		MW	1313-9700-0-9653-0000-0000-001	76.25
68	00291561	V68162199 DRAZIL, CHERYL	04/24/20		MW	1313-9700-0-9653-0000-0000-001	30.36
68	00291562	V68162167 DUFFIELD, CARLYLE	04/24/20		MW	1313-9700-0-9653-0000-0000-006	27.00
68	00291563	V68162163 ELLIS, MICHAELA	04/24/20		MW	1313-9700-0-9653-0000-0000-002	42.00
68	00291564	V68161725 ENSLEN, TANYA	04/24/20		MW	1313-9700-0-9653-0000-0000-004	74.75
68	00291565	V68162177 FAN, HONGJIE	04/24/20		MW	1313-9700-0-9653-0000-0000-005	189.75
68	00291566	V68162330 FIGUEROA, RHONDA	04/24/20		MW	1313-9700-0-9653-0000-0000-003	40.25
68	00291567	V68153318 FOOD SAFETY SYSTEMS	04/24/20		MW	1313-5310-0-5874-0000-3700-000	5,037.50
68	00291568	V68162193 FORBES, TRACEY	04/24/20		MW	1313-9700-0-9653-0000-0000-006	38.10
68	00291569	V68162165 GOLDBERG, SANDY	04/24/20		MW	1313-9700-0-9653-0000-0000-004	49.65
68	00291570	V68162194 GOTT, DONNA	04/24/20		MW	1313-9700-0-9653-0000-0000-003	41.90
68	00291571	V68156140 HANKIN, PEGGY BRANT OR ROBERT	04/24/20		MW	1313-9700-0-9653-0000-0000-001	45.75
68	00291572	V68162190 HARRISON, SHANNON	04/24/20		MW	1313-9700-0-9653-0000-0000-004	40.00
68	00291573	V68162179 HODGE, MELISSA	04/24/20		MW	1313-9700-0-9653-0000-0000-006	35.00
68	00291574	V68162183 HURST, ETHAN	04/24/20		MW	1313-9700-0-9653-0000-0000-005	41.05
68	00291575	V68162196 JENKINS, TINA	04/24/20		MW	1313-9700-0-9653-0000-0000-006	31.00
68	00291576	V68162186 JOHNSON, RENEE	04/24/20		MW	1313-9700-0-9653-0000-0000-006	38.75
68	00291577	V68153683 JONES, DANIELLE	04/24/20		MW	1313-9700-0-9653-0000-0000-006	40.00
68	00291578	V68162178 JUNG, MONICA	04/24/20		MW	1313-9700-0-9653-0000-0000-002	72.50
68	00291579	V68162189 KARGARI, ROBYN	04/24/20		MW	1313-9700-0-9653-0000-0000-002	42.50
68	00291580	V68161995 KIM, TAEHO	04/24/20		MW	1313-9700-0-9653-0000-0000-004	66.50
68	00291581	V68153818 LONTOS, KIRA	04/24/20		MW	1313-9700-0-9653-0000-0000-003	30.41
68	00291582	V68162328 MCKEOWN, SHERAY	04/24/20		MW	1313-9700-0-9653-0000-0000-001	47.05
68	00291583	V68162326 MILLER, DIANE	04/24/20		MW	1313-9700-0-9653-0000-0000-006	43.75
68	00291584	V68162187 MILLER, SABRINA	04/24/20		MW	1313-9700-0-9653-0000-0000-006	142.00
68	00291585	V68162175 MOONEY, HEIDI-ANNE	04/24/20		MW	1313-9700-0-9653-0000-0000-004	19.25
68	00291586	V68162337 MOORE, JIM	04/24/20		MW	1313-9700-0-9653-0000-0000-004	45.65
68	00291587	V68162325 MOREY, JESSICA	04/24/20		MW	1313-9700-0-9653-0000-0000-006	35.25
68	00291588	V68162329 MURPHY-KLEIN, LAURIE	04/24/20		MW	1313-9700-0-9653-0000-0000-005	42.75
68	00291589	V68162198 NAKAMURA, WENDY	04/24/20		MW	1313-9700-0-9653-0000-0000-002	44.50
68	00291590	V68162336 NAMY, LINDA	04/24/20		MW	1313-9700-0-9653-0000-0000-004	73.50
68	00291591	V68162334 POTTS, KATIE	04/24/20		MW	1313-9700-0-9653-0000-0000-003	133.50
68	00291592	V68162333 RADEWAHN, SUSAN	04/24/20		MW	1313-9700-0-9653-0000-0000-004	26.50

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68 00291593	V68162327	REINHARD, JULIE	04/24/20		MW	1313-9700-0-9653-0000-0000-001	25.85
68 00291594	V68162169	RODRIGUEZ, ALEJANDRA	04/24/20		MW	1313-9700-0-9651-0000-0000-000	25.50
68 00291595	V68162170	ROSSMAN, LISA	04/24/20		MW	1313-9700-0-9653-0000-0000-004	31.88
68 00291596	V68162335	RUNNALLS, CAMI	04/24/20		MW	1313-9700-0-9653-0000-0000-005	39.80
68 00291597	V68162331	SCORDATO, SHERI	04/24/20		MW	1313-9700-0-9653-0000-0000-002	42.30
68 00291598	V68162332	SEMELSBARGER, PETER	04/24/20		MW	1313-9700-0-9653-0000-0000-005	36.25
68 00291599	V68162003	STAFFORD, VALERIE	04/24/20		MW	1313-9700-0-9653-0000-0000-003	82.95
68 00291600	V68162182	VIRAVOUTH, BRIDGET	04/24/20		MW	1313-9700-0-9653-0000-0000-005	51.80
68 00291601	V68162168	WEST, AUDREY	04/24/20		MW	1313-9700-0-9651-0000-0000-000	11.25
68 00291602	V68162176	WONG, BRANDY	04/24/20		MW	1313-9700-0-9653-0000-0000-004	17.25
68 00291602	V68162176	WONG, BRANDY	04/24/20		MW	1313-9700-0-9652-0000-0000-025	24.50
68 00291703	V68155758	REFRIGERATION CONTROL COMPANY	04/28/20		MW	1313-5310-0-5671-0000-3700-000	35,655.00
68 00291722	V68162571	BRODSKY, NANCY	04/29/20		MW	1313-9700-0-9653-0000-0000-005	10.00
68 00291723	V68162572	DARLAND, DONNA	04/29/20		MW	1313-9700-0-9653-0000-0000-002	13.20
68 00291724	V68162582	FORAN, JENNIFER	04/29/20		MW	1313-9700-0-9652-0000-0000-029	13.00
68 00291725	V68162179	HODGE, MELISSA	04/29/20		MW	1313-9700-0-9653-0000-0000-006	9.60
68 00291726	V68150989	IMAGE ONE TECHNOLOGY SOLUTIONS	04/29/20		MW	1313-5310-0-4574-0000-3700-000	1,500.00
68 00291727	V68162580	KOLSON, KEVIN	04/29/20		MW	1313-9700-0-9653-0000-0000-006	30.00
68 00291728	V68162579	MARTINS, NEAL	04/29/20		MW	1313-9700-0-9653-0000-0000-002	39.00
68 00291729	V68162581	PETROCELLI, NICHOLAS	04/29/20		MW	1313-9700-0-9653-0000-0000-003	30.55
68 00291730	V68162577	SMITH, ROXANNE	04/29/20		MW	1313-9700-0-9653-0000-0000-004	38.50
68 00291731	V68162575	SOLANKI, MANOJ	04/29/20		MW	1313-9700-0-9653-0000-0000-004	47.20
68 00291732	V68162578	SPOELDER, HEIDI	04/29/20		MW	1313-9700-0-9653-0000-0000-001	34.50
68 00291733	V68162573	TOREN, SAMUEL	04/29/20		MW	1313-9700-0-9653-0000-0000-005	33.25
68 00291734	V68162576	TRUMBLY, PAOLA	04/29/20		MW	1313-9700-0-9653-0000-0000-002	30.80
68 00291735	V68148264	VERIZON WIRELESS	04/29/20		MW	1313-5310-0-5900-0000-3700-000	9.44
68 00291736	V68162583	VICTOR, AMANDA	04/29/20		MW	1313-9700-0-9651-0000-0000-000	19.50
68 00291737	V68162574	WELLEN, KIM	04/29/20		MW	1313-9700-0-9653-0000-0000-004	30.25
SUBFUND 1313 Total:							392,708.24

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68 00291023	V68161615	WORKPLACE SOLUTIONS LLC	04/10/20		MW	1414-0000-0-4405-0000-8110-000	3,701.21
68 00291269	V68158331	TELACU CONSTRUCTION MANAGEMENT	04/20/20		MW	1414-0000-0-6170-0000-8500-005	1,800.00
68 00291270	V68141584	WLC ARCHITECTS INC	04/20/20		MW	1414-0000-0-6210-0000-8500-005	11,375.00
68 00291704	V68161100	WHEELER & GRAY INC.	04/28/20		MW	1414-0000-0-6200-0000-8500-050	1,000.00
68 00291705	V68141584	WLC ARCHITECTS INC	04/28/20		MW	1414-0000-0-6210-0000-8500-005	9,100.00
SUBFUND 1414 Total:							26,976.21

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68 00290861	V68079541	SCHOOL FACILITY CONSULTANTS	04/07/20		MW	2525-9803-0-5800-0000-8500-000	831.25
68 00291271	V68158331	TELACU CONSTRUCTION MANAGEMENT	04/20/20		MW	2525-9803-0-6272-0000-8500-002	1,800.00
68 00291272	V68141584	WLC ARCHITECTS INC	04/20/20		MW	2525-9803-0-6210-0000-8500-000	50.00
68 00291272	V68141584	WLC ARCHITECTS INC	04/20/20		MW	2525-9803-0-6210-0000-8500-002	5,000.00
68 00291272	V68141584	WLC ARCHITECTS INC	04/20/20		MW	2525-9803-0-6210-0000-8500-061	400.00
68 00291654	V68159940	CORINNE LOSKOT CONSULTING INC.	04/27/20		MW	2525-9806-0-5800-0000-8500-000	2,182.50
68 00291706	V68145888	GUIDA SURVEYING INC	04/28/20		MW	2525-9803-0-6240-0000-8500-061	13,785.00
68 00291707	V68141584	WLC ARCHITECTS INC	04/28/20		MW	2525-9803-0-6210-0000-8500-000	100.00
68 00291738	V68079541	SCHOOL FACILITY CONSULTANTS	04/29/20		MW	2525-9803-0-5800-0000-8500-000	685.00
SUBFUND 2525 Total:							24,833.75

CAPISTRANO USD
Consolidated Check Register w. Account
from 4/3/2020 to 4/29/2020

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00290862	V68089350	DAVID TAUSSIG AND ASSOC INC	04/07/20		MW	4040-9801-0-5800-0000-8500-000	581.15
68 00290894	V68066514	NMG GEOTECHNICAL INC	04/08/20		MW	4040-9800-0-6290-0000-8500-024	2,597.80
68 00290953	V68142564	PAUL C MILLER CONSTRUCTION CO	04/09/20		MW	4040-9800-0-6200-0000-8500-024	472,114.48
68 00290954	V68142564	PAUL C MILLER CONSTRUCTION CO	04/09/20		MW	4040-9800-0-6200-0000-8500-024	267,678.98
68 00291088	V68158105	GREEN DINOSAUR INC	04/14/20		MW	4040-9800-0-5815-0000-8500-024	1,361.88
68 00291088	V68158105	GREEN DINOSAUR INC	04/14/20		MW	4040-9871-0-5815-0000-8500-004	1,342.92
68 00291196	V68161298	NEW DYNASTY CONSTRUCTION COMPA	04/17/20		MW	4040-9850-0-6200-0000-8500-004	563,657.60
68 00291273	V68161132	SANDY PRINGLE ASSOCIATES INC.	04/20/20		MW	4040-9800-0-6290-0000-8500-024	16,720.00
68 00291274	V68158331	TELACU CONSTRUCTION MANAGEMENT	04/20/20		MW	4040-9800-0-6272-0000-8500-024	86,620.00
68 00291274	V68158331	TELACU CONSTRUCTION MANAGEMENT	04/20/20		MW	4040-9871-0-6272-0000-8500-004	39,360.00
68 00291275	V68159758	TYR INC.	04/20/20		MW	4040-9871-0-6290-0000-8500-004	8,217.50
68 00291276	V68102879	US BANK	04/20/20		MW	4040-9801-0-5800-0000-8500-000	770.00
68 00291277	V68115841	US BANK NATIONAL ASSOCIATION	04/20/20		MW	4040-9801-0-7299-0000-9200-000	72,476.40
68 00291278	V68141584	WLC ARCHITECTS INC	04/20/20		MW	4040-9800-0-6210-0000-8500-024	6,299.55
68 00291278	V68141584	WLC ARCHITECTS INC	04/20/20		MW	4040-9871-0-6210-0000-8500-004	6,220.31
68 00291708	V68159758	TYR INC.	04/28/20		MW	4040-9871-0-6290-0000-8500-004	285.00
68 00291709	V68161284	UNITED TESTING LLC	04/28/20		MW	4040-9800-0-6290-0000-8500-024	14,560.00
68 00291710	V68141584	WLC ARCHITECTS INC	04/28/20		MW	4040-9800-0-6210-0000-8500-024	13,999.25
68 00291710	V68141584	WLC ARCHITECTS INC	04/28/20		MW	4040-9871-0-6210-0000-8500-004	3,680.76
68 00291739	V68066514	NMG GEOTECHNICAL INC	04/29/20		MW	4040-9800-0-6290-0000-8500-024	7,562.00
68 00291739	V68066514	NMG GEOTECHNICAL INC	04/29/20		MW	4040-9871-0-6290-0000-8500-004	2,736.00
SUBFUND 4040 Total:							1,588,841.58

CAPISTRANO USD
Consolidated Check Register w. Account
 from 4/3/2020 to 4/29/2020

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00290806	V68007162	STAPLES BUSINESS ADVANTAGE	04/03/20		MW	6768-0000-0-4500-0000-6000-000	114.62
68 00290863	V68154142	CORVEL ENTERPRISE COMP	04/07/20		MW	6768-0000-0-5800-0000-6000-000	88,007.00
68 00290955	V68007162	STAPLES BUSINESS ADVANTAGE	04/09/20		MW	6768-0000-0-4500-0000-6000-000	493.78
68 00291052	V68007162	STAPLES BUSINESS ADVANTAGE	04/13/20		MW	6768-0000-0-4500-0000-6000-000	318.31
68 00291141	V68141709	IRON MOUNTAIN	04/15/20		MW	6768-0000-0-5800-0000-6000-000	399.88
68 00291142	V68007162	STAPLES BUSINESS ADVANTAGE	04/15/20		MW	6768-0000-0-4500-0000-6000-000	269.11
68 00291279	V68122828	CORVEL ENTERPRISE COMP INC	04/20/20		MW	6768-0000-0-9516-0000-0000-000	57,515.45
68 00291279	V68122828	CORVEL ENTERPRISE COMP INC	04/20/20		MW	6768-0000-0-5800-0000-6000-000	98,456.79
68 00291382	V68007162	STAPLES BUSINESS ADVANTAGE	04/21/20		MW	6768-0000-0-4500-0000-6000-000	299.97
SUBFUND 6768 Total:							245,874.91

CAPISTRANO USD
Consolidated Check Register w. Account
 from 4/3/2020 to 4/29/2020

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00290864	V68059949	UNUM LIFE INSURANCE CO OF AMER	04/07/20		MW	6769-0000-0-5800-0000-6000-000	14,314.58
68 00291024	V68150703	MEBA C/O	04/10/20		MW	6769-0000-0-5800-0000-6000-000	49,073.69
68 00291143	V68150703	MEBA C/O	04/15/20		MW	6769-0000-0-5800-0000-6000-000	36,141.22
68 00291144	V68116630	TRAVIS SOFTWARE INC	04/15/20		MW	6769-0000-0-5800-0000-6000-000	7,440.00
68 00291145	V68161467	UNUM LIFE INSURANCE CO OF AMER	04/15/20		MW	6769-0000-0-5800-0000-6000-000	23,359.37
68 00291463	V68150703	MEBA C/O	04/22/20		MW	6769-0000-0-5800-0000-6000-000	34,203.62
68 00291740	V68150703	MEBA C/O	04/29/20		MW	6769-0000-0-5800-0000-6000-000	4,474,896.78
68 00291740	V68150703	MEBA C/O	04/29/20		MW	6769-0000-0-5800-0000-6000-000	18,886.00
SUBFUND 6769 Total:							4,658,315.26

CAPISTRANO USD
Consolidated Check Register w. Account
from 4/3/2020 to 4/29/2020

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00291146	V68151411 CAPISTRANO USD	04/15/20		MW	6770-0000-0-9516-0000-0000-000	392.50
SUBFUND 6770 Total:							392.50
Grand Total:							11,503,222.49

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
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
American Technologies, Incorporated	Independent Contractor Agreement No. 1920269 for Emergency COVID-19 Procedures	3/25/2020
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
Anixter, Inc. dba Clark Security Products	County of Orange, OC Public Works, Contract No. MA- 080-18011813, Locks and Locking Devices	5/22/2019
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, Inc.	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
ASSI Security	State of California Multiple Award Schedule Contract No. 3-19-84-0057B, General Services Administration Schedule No. GS-07F-225CA, Purchase, Warranty, Installation, and Maintenance of Security Systems, Fire Alarm Systems, Physcial Access Control Systems, Facility Management Systems, and Locking devices	7/17/2019
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. 1819-13, Asphalt Paving, Sealcoating, and Concrete Repairs	5/22/2019

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Better Life Organics dba Charlie's Produce	Bid No. 1819-12, Fresh Produce (Fruits & Vegetables) Products and Services	6/12/2019
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
Borderlan, Inc.	State of California Multiple Award Schedule Contract No. 3-19-70-3372C, General Services Administration Schedule No. GS-35F-189BA, Purchase and Warranty of Information Technology Goods and Services	3/18/2020
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, Inc.	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
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	Irvine Unified School District Bid No. 19/20-01 IT, Technology Equipment and Peripherals	2/19/2020
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

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
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
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	San Bernardino County Superintendent of Schools Bid No. 17/18-0955, Furniture: Systems and Stand Alone	8/21/2019
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

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
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
Diamond Fitness Systems, Inc.	State of California Multiple Award Schedule Contract No. 4-19-78-0092B, General Services Administration Schedule No. GS-03F-0026W, Purchase, Warranty, and Installation Fitness Equipment, Mats, Flooring and Wall Padding	2/19/2020
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
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 SUV's - Multiple Vendors	12/12/2018
Galasso's Bakery	Bid No. 1718-10, Fresh Bread and Bakery Products	7/26/2017

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
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
Hamel Contracting, Inc.	Bid No. 1819-14, Dana Hills High School Kitchen Modernization	4/25/2019
Hewlett Packard Company/Sigmanet, Inc.	State of California Multiple Award Schedule (CMAS) Nos. 3-14-70-2486F and 3-15-70-2486E. #MWNWC115 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. 8-161, Assessment Delivery and Data Management System (ADDMS)	6/7/2017
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
Investigative Services - Multiple Vendors	RFP No. 1-1920, Investigative Services	12/11/2019
Just-In-Time	Corona-Norco Unified School District Bid No. 2018/2019-023 - Just-In-Time Office & Classroom Supply	3/13/2019
Keystone Builders, Inc.	Bid. No. 1819-17, Palisades Elementary School Modernization Project	4/25/2019

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
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	6/20/2018
KYA Services, LLC	State of California Multiple Award Schedule Contract NO. 4-19-78-0089B, General Services Administration schedule NO. GS-07F-5560P, Purchase, Warranty and Installation of Sport Flooring Surfaces and Related Products	6/12/2019
KYA Services, LLC	State of California Multiple Award Schedule Contract No. 4-19-72-0057D, General Services Administration Schedule No. GS-03F-014AA, Purchase, Warranty, and Installation of Bentley Mills Flooring Surfaces and Related Products	8/21/2019
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, Inc.	State of California Multiple Award Schedule Contract No. 4-18-00-0085B, General Services Administration Schedule No. 121715-MCD, Purchase, Warranty, and Installation of Floor Covering Products and Related Products	6/12/2019
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
New Dynasty Construction Company	Bid No. 1920-04, Aliso Niguel High School STEM Building Project	12/11/2019
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

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Non-Infomtaion Technology Goods and Services - Various Vendors	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	4/25/2019
Office Depot	Newport-Mesa Unified School District Bid No. 104-18, Office and School Supplies and Equipment	12/12/2018
Ohno Construction Company	Bid No. 1819-20, Capistrano Valley HighSchool Turf Replacement, Capistrano Valley High School Softball Scoreboard, and San Clemente High School Softball Scoreboard	6/12/2019
PBK Architects	RFQ No. 4-1617, Architectural Services	4/19/2017
PJHM Architects, Inc.	RFP No. 4-1617, Architectural Services	4/19/2017
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, Inc.	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
Paul C. Miller Construction Co., Inc.	Bid No. 1920-05, Newhart Middle School STEAM Building Project	12/11/2019
Periscope Holdings, Inc.	Master SAAS and Services Agreement	2/19/2020
Pinnacle Petroleum Inc.	Placentia-Yorba Linda Unified School District Bid No. 220-02, Fuel (Gasoline and Diesel)	8/21/2019
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

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Progressive Design Playgrounds	State of California Multiple Award Schedule Contract No. 4-03-78-0023A, General Services Administration Schedule No. GS-07F-0542M, Purchase, Warranty, and Installation of Park and Playground Equipment, Turf and Accessories, and Other Outdoor Equipment and Related Services	2/19/2020
Q Fence and Fabrication, Inc.	Bid No. 1516-05, Fence Repairs and Maintenance	6/10/2015
R. Jensen Company, Inc.	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
School Specialty	San Diego Unified School District Bid No. GD19-0545-03, Classroom Science, Technology, Engineering, Art, and Math (STEAM) Supplies - School Specialty, Incorporated	10/16/2019
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
Silver Creek Industries, Inc.	Centralia School District Project No. CEPU, #N15-2017/18, 2017 Districtwide Contract For The Purchase And Installation Of DSA Approved Portable Buildings	3/25/2020
Softchoice Corporation	Kings County Office of Education, Project No. 061119 Microsoft Products COE-Wide	1/15/2020
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

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Spicers Paper, Inc.	Fontana Unified School District Bid No. 18/19-1505, Paper Products for Printing Services	12/12/2018
T-Mobile USA, Inc.	NASPO Valuepoint (Formerly Known As Western States Contracting Alliance) Contract No. 1907 For Technology Goods	3/25/2020
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
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
Woodcliff Corporation	Bid No. 1819-18, Ambuehl Elementary School Renovation	5/22/2019

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
X-Act Technology Solutions Inc.	Bid No. 1617-07, Electrical, Fire Protection & Low Voltage Systems Service	12/14/2016
Zoll Medical Corporation	State of California Contract No. 4-14-65-0028A, Non-Information Technology Goods	4/30/2024
Zonar Systems, Inc	RFP No. 4-1920, Global Positioning System	2/19/2020

VENDOR PAYMENTS OVER 250K AS OF 4/29/20**2019-2020**

Vendor Name	Total Dollar Amount
A Z BUS SALES INC	507,243.90
ACCELERATE LEARNING INC.	1,442,133.17
ADVANTAGE WEST INVESTMENT ENTERPRISES INC	590,537.49
ALC SCHOOLS LLC	607,042.50
AMPLIFY EDUCATION INC	405,000.00
ASCIP	2,878,141.00
ATKINSON ANDELSON LOYA	866,837.89
BENCHMARK EDUCATION COMPANY LLC	794,574.38
BENS ASPHALT	1,041,099.50
CANON FINANCIAL SERVICES INC.	556,924.34
CANON SOLUTIONS AMERICA INC.	606,549.62
CAPISTRANO CONNECTIONS ACADEMY	23,367,907.00
CAPISTRANO USD	442,734.85
CDWG Inc	2,336,279.87
CINNAMON HILLS YOUTH CRISIS CENTER	275,683.67
CITY OF SAN CLEMENTE	281,736.51
CITY OF SAN JUAN CAPISTRANO	318,410.86
COLLEGE AND CAREER ADVANTAGE	2,906,862.30
COMMUNITY ROOTS ACADEMY	4,298,411.00
CORVEL ENTERPRISE COMP	352,028.00
CORVEL ENTERPRISE COMP INC	2,557,927.31
DELTA EDUCATION	3,647,998.57
GOLD STAR FOODS INC	1,940,053.26
HAMEL CONTRACTING INC.	696,562.58
HOLLANDIA DAIRY INC.	466,494.98
HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	417,809.84
JOURNEY CHARTER SCHOOL	3,377,722.00
KYA SERVICES LLC	492,662.85
MARDAN SCHOOL	412,815.56
MCGRAW-HILL SCHOOL EDUCATION HOLDINGS LLC	1,700,191.69
MEBA C/O	52,341,669.28
MOULTON NIGUEL WATER	344,520.69
NEW DYNASTY CONSTRUCTION COMPANY	563,657.60
NEW HAVEN YOUTH & FAMILY	519,882.61
NEW VISTA SCHOOL	435,245.95
OCDE	261,610.00
OCEANVIEW SCHOOL	451,141.51
OHNO CONSTRUCTION COMPANY	1,861,069.81
OPPORTUNITY FOR LEARNING	6,126,202.12
ORANGE COUNTY ACADEMY OF	2,067,072.00
ORANGE COUNTY DEPT OF EDUC	3,880,870.98
OXFORD ACADEMY	4,677,791.00
PAUL C MILLER CONSTRUCTION CO	1,006,289.36
PINNACLE PETROLEUM INC	570,624.52
PORTVIEW PREPARATORY INC	621,797.50
SAN DIEGO GAS & ELECTRIC	6,512,575.25
SANTA MARGARITA WATER	314,159.90
SO CA GAS CO	456,615.92
SOUTH COAST WATER DISTRICT	309,555.38

SOUTHERN CALIFORNIA EDISON	1,074,068.09
SOUTHWEST SCHOOL & OFFICE SUPPLY	383,526.99
SPICERS PAPER INC	392,018.00
TELACU CONSTRUCTION MANAGEMENT INC.	477,770.80
TIMOTHY A ADAMS & ASSOC APLC	263,788.64
US BANK	1,336,769.00
US BANK	464,547.13
US BANK	3,360,091.65
US BANK NATIONAL ASSOCIATION	1,343,050.56
WEATHERPROOFING TECHNOLOGIES INC.	414,857.74
WEST COAST ARBORISTS INC.	337,857.00
WLC ARCHITECTS INC	401,112.18
YMCA OF ORANGE COUNTY	307,916.14

**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: May 20, 2020

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

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

MAY 20, 2020 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
ICA	1920281	Developer Fees	All American Inspection, Incorporated	Provide DSA in-plant inspection services and visual welding inspection services for the Capistrano Valley High School relocatable buildings project	4-1-20 to 12-31-20	\$12,500.00
PSA	1920282	Special Education	Patricia K. Houlihan	Provide deaf and blind intervention services	4-1-20 to 6-30-20	\$3,000.00
PSA	1920283	Special Education	Annilise M. Flanagan-Frankl dba Smart Family Solutions	Provide counseling and psychological assessment to students as requested by District administration	4-15-20 to 6-30-20	\$8,000.00
PSA	1920284	Deferred Maintenance	Koury Engineering & Testing	Provide inspection and materials testing for the Tesoro High School sand volleyball project	5-1-20 to 12-31-20	\$8,160.00
*MCA	1920285	Special Education	TERI, Incorporated	Provide general education programs and special education instruction	4-15-20 to 6-30-20	\$15,000.00
LSA	1920286	General Fund	Law Office of Patricia D. Barrett	Provide general legal services	4-1-20 to 6-30-20	\$2,000.00
PSA	2021000	RMV Community Development LLC	Corinne Loskot Consulting, Incorporated	Provide consulting services and support to develop and negotiate a school mitigation agreement for new school and capacity for the Rancho Mission Viejo New Development Project	7-1-20 to 6-30-21	\$40,000.00

\$88,660.00

MAY 20, 2020 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
ICA	1718256	Aliso Viejo Land Sale	Placeworks, Incorporated	Provide Conditional Use Permit (CUP) application materials and CEQA documentation for the expansion of District compressed natural gas fueling station	Increase contract value from \$18,281 to \$22,281	\$4,000.00
PSA	1920003	Special Education	Matthew Williams dba Matthew Williams Enterprises, LLC	Provide braille transcription services for UEB and Nemeth code for District visually impaired students	Increase contract value from \$20,000 to \$25,000	\$5,000.00
ICA	1920017	Special Education	Sunbelt Staffing, LLC	Provide substitute/temporary staff to cover speech services, occupational therapy, physical therapy, nursing, vision itinerant services, interpreters, braille aide and adapted physical education for District students	Increase contract value from \$150,000 to \$200,000	\$50,000.00
PSA	1920042	Special Education	Jacqueline Kay Lugo	Provide counseling and evaluation services to District students	Increase contract value from \$45,000 to \$55,000	\$10,000.00
PSA	1920048	Special Education	Jennifer Toney dba Jennifer Toney Speech Pathology	Provide speech and language services for District students	Increase contract value from \$35,000 to \$45,000	\$10,000.00
ICA	1920202	Routine Repair & General Maintenance	Assured Fire Systems, Incorporated	Provide annual/5-year sprinkler and fire hydrant inspections and provide service and repairs as needed	Add additional services and increase contract value from \$63,510 to \$75,780	\$12,270.00
PSA	1920228	Special Education	Sharon Marie Grandinette dba Exceptional Educational Services	Provide consultation and training for traumatic brain injury students	Add additional services and increase contract value from \$4,500 to \$10,500	\$6,000.00
MAAS	PA2	Developer Fees	Wolff Lang Christopher Architects, Incorporated dba WLC Architects, Incorporated	Provide architectural and engineering services per RFP 4-1617	Master Agreement for Architectural Services Project Addendum for Philip Reilly Elementary School Shade Structure project	\$38,647.00

\$135,917.00

PSA - Professional Services Agreement

*MCA - Master Contract Agreement

FSA - Field Service Agreement

MAAS - Master Agreement For Architectural Services

PA - Project Addendum

LSA = Legal Services 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.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **May 21, 2020** ("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".

ALL AMERICAN INSPECTION, 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, 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: **\$12,500.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **April 1, 2020 through December 31, 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 §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.

☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certification ☒ 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 : May 20, 2020

Contractor

Signature: _____
 Name: Stacey Douglas
 Title: President
 Address: 2647 Gateway Road, Suite 105-300
Carlsbad, CA 92009
 Email Address: allamericaninsp@aol.com



2647 Gateway Road, Suite #105-300, Carlsbad, CA 92009 - Ph (760) 683-5200
AllAmericanInspectionInc.com

PROPOSAL ***DSA INSPECTION SERVICES***

April 07, 2020

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Attention: Mr. John Forney, Chief Facilities Officer, Facilities Planning, Const., M & O
RE: In-Plant Inspection Proposal
Project: Relocatable Buildings – Capistrano Valley High School

I am respectfully submitting my proposal for In-Plant inspection services relating to your relocatable buildings that will be manufactured at Silver Creek Industries in Perris, CA.

DSA IN-PLANT INSPECTION SERVICE		
PLANT MANUFACTURE: SCI Job #11314		
<u>No. & Size of Buildings</u>	<u>Inspection Rate</u>	<u>Total</u>
DSA In-Plant IOR & Visual Welding Inspection Services		
(5) 24 x 40 Classroom Buildings	\$2,500.00	\$12,500.00
TOTAL PRICE NOT TO EXCEED:		\$12,500.00

*Any required material testing, including inspection of the foundation embeds, must be provided by a DSA approved lab.

Respectfully Submitting,

Stacey Douglas

Accepted by:

Date: / /



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **May 21, 2020** ("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".

PATRICIA K. HOULIHAN

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 **\$3,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **April 1, 2020 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 : May 20, 2020

Contractor

Signature: _____
 Name: Patricia K. Houlihan
 Title: Deafblind Intervener-Specialized Consultant
 Address: 12919 Newport Ave., Apt. C
Tustin, Ca. 92780
 Email Address: pk.houlihan21@gmail.com

2019-2020 Rate Sheet

Name: Patricia Houlihan
Street Address: 12919 Newport Ave. Apt. C
City, State: Tustin, Ca.
ZIP Code: 92780
Phone: 949-433-5001
E-mail: pk.houlihan21@gmail.com

Rate: \$80.00 per hour

Deafblind Intervener-Specialized Consultant

Specialized Consultation with all of the teaching staff & service providers on student team. This includes: observation & implementation of student's total communication system as well as training & requested in service or scheduled meetings.

Deafblind Intervener includes: direct service, interaction/demonstration of deafblind strategies used by student.



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **May 21, 2020** ("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".

ANNILISE M. FLANAGAN-FRANKL dba SMART FAMILY SOLUTIONS

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 **\$8,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **April 15, 2020 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 : May 20, 2020

Contractor

Signature: _____
 Name: Annalise Flanagan-Frankl
 Title: Owner
 Address: 19481 Pompano Lane, Unit 109
Huntington Beach, Ca. 92648
 Email Address: anniliseff@gmail.com

Annilise M. Flanagan-Frankl

Smart Family Solutions

19481 Pompano Lane #109
Huntington Beach, CA. 92648
847-226-3119

Rate Information

Annilise M. Flanagan-Frankl will be performing duties in the role as a School Psychologist and ERMHS Assessor, as needed by Capistrano Unified School District.

The hourly rate is \$80.00 per hour for the current 2019-2020 academic year.



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of May 21, 2020 ("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".

KOURY ENGINEERING AND TESTING, 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 **\$8,160.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **May 1, 2020 to December 31, 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.

☒ 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: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : May 20, 2020

Contractor

Signature: _____
 Name: Bridget Sherman
 Title: Senior Project Manager
 Address: 14280 Euclid Avenue
Chino, Ca. 91710
 Email Address: bridgets@kouryengineering.com



April 3, 2020

John Forney
Capistrano Unified School District
33122 Valle Road,
San Juan Capistrano, California 92675

Subject: **Construction Inspection & Material Testing**
Koury Proposal No. 20-1575
Tesoro High School - Sand Volleyball Court

Dear Mr. Forney:

Koury Engineering & Testing submits this proposal for the Tesoro High School - Sand Volleyball Court project. Our proposal is based on the enclosed Estimated Budget Breakdown and Master Fee Schedule of Rates.

We are fully prepared and committed to respond to the needs of this project as well as the schedule for completion. Koury has two full-service geotechnical and materials testing laboratories located in Chino and Gardena. Koury is licensed by the Division of the State Architect (DSA), City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency.

SCOPE OF SERVICES

Our project engineer reviewed the following documents for the "Tesoro High School - Sand Volleyball Court" project:

1. A set of project Architectural plans for Tesoro High School - Sand Volleyball Court; provided by WLC Architects Inc. Dated 03/03/2020.

Based on our review of the drawings, we understand that the project consists of Tesoro High School - Sand Volleyball Court. The construction will include steel posts supported by concrete footings, miscellaneous steel framing, and concrete flatworks on site.

Geotechnical aspects of this project consist of rough grading, subgrade preparation for the flatworks, and asphalt/concrete paving over compacted base.

During construction, Koury will provide construction observation including material testing to verify that the work performed generally complies with the project's requirements, specifications and plans.

Tesoro High School - Sand Volleyball Court

Our proposed services include the following:

- Reviewing Plans, Reports and Project Specifications
- Performance of periodic site visits and observation by Koury Engineering Staff for quality assurance purposes;
- Review mix design for concrete,
- Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
- Observe, inspect, sample and test reinforcing steel used on project site
- Conduct batch plant inspection during concrete operation
- Observe and inspect structural steel erection and fabrication including welding and high strength bolting
- Preparing, upon receiving the client's written request, one final report documenting our observations and tests during construction.

Koury realizes each client's project needs are different and upon request, we can provide the following services:

- Attend pre-construction meetings.
- Attend weekly meetings.
- Respond to Reviewing Agencies.

It is generally the client responsibility to provide us a complete (approved) set of drawings before commencement of the job. The drawings should bear the approval stamp of the reviewing agency (i.e. County, City, DSA, etc.). Furthermore, a copy of all "Soils Report Approval Letters" issued by the reviewing agency having jurisdiction over the project should be provided to us prior to the start date of the project.

At the time this proposal was prepared no detailed schedule was available. A more accurate estimate can be prepared when a final construction schedule is available. Furthermore, the estimate is based on plans. The accuracy of the provided estimate can be affected by:

- Contractors and subcontractor's efficiency and sequencing of events.
- Unexpected subsurface conditions.
- Amount of services required by the jurisdictional agency.
- Weather conditions and other unforeseen delays

Koury will not be responsible for any delay imposed to the project by unforeseen situation or by responding to reviewing agencies and/or probable lag time within reviewing agencies. Koury will strive to stay within the project's schedule and/or reduce the time of impact on the project.



Tesoro High School - Sand Volleyball Court

ESTIMATED FEES

We propose to provide Construction Inspection & Material Testing in accordance with the attached Master Fee Schedule of Rates and Terms & Conditions. Our service is based on time and material.

Koury will utilize multi-licensed inspectors, whenever possible, to reduce project inspection costs. We will not exceed the estimated budget amount without prior notification. Koury provides monthly budget updates via email and with your invoice at no extra charge. We submit for your consideration our estimated budget in the amount of \$8,160.00.

SCHEDULING

Our services will be performed at the request of your authorized field representative, who will be responsible for coordinating our services within the construction schedule. We request at least 24-hours advance notice prior to the time of our services, in order to meet the project needs. However, we will make every attempt to provide personnel, providing the personnel are available, for last minute requests for an expedited fee.

CLOSURE

Our services will be performed in accordance with generally accepted professional engineering principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request.

To provide authorization to proceed, please sign the attached Terms and Conditions and, forward a complete copy of this proposal with an original signature to our office prior to our first visit to the site.

Please do not hesitate to contact Karyna Duran, Business Development Manager, at (909) 573-6718 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Karyna Duran
Business Development Manager
KarynaD@kouryengineering.com
www.kouryengineering.com

Tesoro High School - Sand Volleyball Court

Tesoro High School - Sand Volleyball Court Project: Proposal Prepared Using Project Plans 03/03/2020

Description	Qty	Unit	Rate	Amount
Geotechnical Monitoring				
Soils Technician - Trench Backfill, Base Compaction, Asphalt Paving	16	Hourly	\$ 94.00	\$ 1,504.00
Nuclear Gauge	4	Daily	\$ 35.00	\$ 140.00
LABORATORY SOILS TESTING				
Geotechnical Laboratory Testing - Max Density, Sieve Analysis , etc.		Estimate		\$ 350.00
TOTAL ESTIMATED GEOTECHNICAL MONITORING & TESTING FEES				\$ 1,994.00

Materials Inspection				
Concrete - Batch Plant & Concrete Placement	40	Hourly	\$ 94.00	\$ 3,760.00
Rebar Fabrication Plant - Tagging & Sampling	4	Hourly	\$ 94.00	\$ 376.00
Structural Steel Erection - Welding & Bolting	8	Hourly	\$ 94.00	\$ 752.00
TOTAL ESTIMATED INSPECTION FEES				\$ 4,888.00

Laboratory Materials Testing				
Concrete Cylinder Compression Tests	16	Sample	\$ 32.00	\$ 512.00
Rebar Bend & Tensile Tests	4	Sample	\$ 55.00	\$ 220.00
Pull/Torque Test Technician - Splay Wires & Epoxy Anchors, Etc.	4	Hourly	\$ 115.00	\$ 460.00
TOTAL ESTIMATED LABORATORY FEES				\$ 1,192.00

PROJECT COORDINATION				
Final Laboratory Verified Report DSA-291	1	Each	\$ 500.00	\$ 500.00
Final Laboratory Verified Report DSA-293	1	Each	\$ 1,000.00	\$ 1,000.00
Senior Engineer	1	Hourly	\$ 180.00	\$ 180.00
Staff Engineer	1	Hourly	\$ 160.00	\$ 160.00
Project Manager - Field Supervisor	2	Hourly	\$ 120.00	\$ 240.00
TOTAL PROJECT COORDINATION FEES				\$ 2,080.00

Task Summary and Total Estimated Fees				
Geotechnical Inspection Fees				\$ 1,994.00
Material Inspection Fees				\$ 4,888.00
Laboratory Testing Fees				\$ 1,192.00
Project Coordination				\$ 2,080.00
				\$ 8,160.00



MASTER SCHEDULE OF FEES

Prevailing Wage

INSPECTORS

Materials Inspector	(Concrete, Masonry, Structural Steel and Welding, Fireproofing, Shotcrete)	\$	94.00	Per Hour
Building Inspector	(Wood Construction)	\$	94.00	Per Hour
Building Inspector	(MEP)	\$	94.00	Per Hour
Inspector of Record	(IOR, In-Plant, DSA/OSHDP)	\$	125.00	Per Hour
Specialty Inspector	(Glu-Lam Beams/Seismic Resistance/EIFS/Firestopping/Trusses at Fab Shop/Med Gas)	\$	Quote	Per Hour
Soils Inspector	(Soils, Asphalt, Piles)	\$	94.00	Per Hour
Soils Inspector	(LA Deputy Grading Inspector)	\$	95.00	Per Hour
Nuclear Gauge Equipment		\$	35.00	Per Day
Soils Inspector Mileage		\$	0.75	Per Mile
Soils Inspector Travel Time (portal to portal)			Equal to Rate of Service (Standard Overtime Rates Apply)	

NON-DESTRUCTIVE TESTING AND ADDITIONAL SERVICES

Lab Technician - 1 man & equipment (Torque, Pull, Pachometer, Schmidt Hammer, Coring)	\$	115.00	Per Hour
Asst. Lab Technician	\$	85.00	Per Hour
Non-Destructive Testing: UT, PT, MT	\$	99.00	Per Hour
Radiography Technician	\$	Quote	Per Hour
Radiography Truck	\$	195.00	Per Shift
Radiography Film	\$	0.15	Per Sq/In
Non-Destructive Testing: Couplant and Dye Penetrant	\$	60.00	Per gallon
Parking (if necessary)	\$	Cost Plus	20%
Mileage	\$	0.75	Per Mile
Travel Time	\$	Equal to Rate of Service (Standard Overtime Rates Apply)	

FIELD EQUIPMENT CHARGE AND CONSUMABLES

Equipment - Torque Wrench	\$	65.00	Per Day
Equipment - Skidmore Bolt Tension Calibrator	\$	150.00	Per Day
Equipment - Skidmore Bolt Tension Indicator	\$	65.00	Per Day
Equipment - Multiplier	\$	15.00	Per Day
Equipment - Schmidt Hammer	\$	40.00	Per Day
Equipment - Dry Film Thickness Gauge	\$	40.00	Per Day
Equipment - Non-Shrink Grout Mold 2" Cube	\$	25.00	Per Day
Equipment - Slab Moisture Test Kit (Per Kit)	\$	35.00	Per Day
Equipment - Tile Test Kit (Per Kit)	\$	35.00	Per Day
Equipment - Unit Weight Kit: scale, bucket, plate, mallet, rod	\$	20.00	Per Day
Equipment - Air-Entrainment	\$	20.00	Per Day
Equipment - Windsor Probe	\$	15.00	Per Day
Equipment - Truck Charge	\$	55.00	Per Day
Equipment - Epoch	\$	Quote	Per Day
Equipment - Coring	\$	Quote	Per Day
Equipment - Relative Humidity Probes	\$	55.00	Per Probe
Isotope Depletion 314	\$	30.00	Each
Hazardous Waste Disposal	\$	27.00	Each

LABORATORY HOURS AND TESTING SERVICES

Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday. Break results available at 8:00 a.m.
Additional charges will be made for off-hours, weekends or holidays as follows:

Off-hour Laboratory Operations per hour	\$	500.00	Per Hour
Saturday Laboratory Operations per hour	\$	500.00	Per Hour
Sunday or Holiday Laboratory Operations per hour	\$	750.00	Per Hour
Materials Pick Up Sample Trip Charge (2 hour Minimum)	\$	55.00	Per Trip
After Hours Pick Up Sample Trip Charge	\$	100.00	Per Hour

ASTM Physical Characteristics**SOIL AND AGGREGATE**

C29	Unit Weight.....	\$	70.00	Each
D4829	Expansion Index	\$	150.00	Each
C117, D1140	#200 Wash	\$	100.00	Each
C136	Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve)	\$	125.00	Each
D1140, D422	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	\$	210.00	Each
D4318	Atterberg Limits	\$	160.00	Each
D2435	Consolidation	\$	195.00	Each
D2419, CTM 217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	\$	125.00	Each Set
C127	Specific Gravity and Absorption (Coarse Aggregate).....	\$	125.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate)	\$	170.00	Each
D854	Specific Gravity (Soil).....	\$	125.00	Each
D2216	Moisture Content.....	\$	25.00	Each
D3080	Direct Shear (3 Points).....	\$	265.00	Each
D3080	Direct Shear Remolded sample (3 points).....	\$	320.00	Each
D1557-A,B	Maximum Density	\$	200.00	Each
D1557-C	Maximum Density	\$	210.00	Each
D2844, CTM 301	R-Value (3 Points).....	\$	300.00	Each
CTM 229	Durability Index (coarse)	\$	375.00	Each
CTM 229	Durability Index (fine).....	\$	375.00	Each
C142	Clay Lumps & Friable Particles	\$	120.00	Each
D3744, CT 229	Durability Index for Coarse Aggregates	\$	375.00	Each

CHEMICAL PROPERTIES

CTM 643	Resistivity	\$	75.00	Each
CTM 643	pH	\$	60.00	Each
CTM 417	Sulfate	\$	60.00	Each
CTM 422	Chloride.....	\$	60.00	Each
CTM 643, 417, 422	Corrosivity Series.....	\$	185.00	Each

ASPHALT CONCRETE

C192	Review of Existing Mix Design	\$	175.00	Each
D136	Gradation of Extracted Sample	\$	70.00	Each
D1188	Unit Weight – Molded Specimen or Cores	\$	70.00	Each
D2726, D6926	Compacted Maximum Density – MARSHALL.....	\$	210.00	Each
D5581	Field Mix – Marshall – Stability Per Point.....		Quote	

CONCRETE

C39	Concrete Cylinders Compression Test (6" x 12")	\$	32.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity)	\$	350.00	Each
C495	Lightweight Fill Concrete (3" x 6")	\$	32.00	Each
C42	Shotcrete/Gunite Cores, 6" Max. Diameter	\$	45.00	Each
C42	Gunite Cores, 6" Max. Diameter, w/ Core Trim	\$	45.00	Each
C42	In Laboratory Core Cutting.....	\$	50.00	Each
C157	Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days).....	\$	250.00	Set
C567	Unit Weight of Hardened Light Weight Concrete	\$	75.00	Each
C567	Unit Weight of Hardened Light Weight Concrete (Oven Dry).....	\$	100.00	Each
C567	Equilibrium Density of Hardened Light Weight Concrete	\$	150.00	Each
C684	Rapid Cure Concrete Cylinders (Boil Method).....	\$	75.00	Each
C157	Drying Shrinkage (3 Bars – Four Readings, Up To 90 Days)	\$	250.00	Set
C495	Lightweight Fill Concrete Density.....	\$	35.00	Each
C138	Density (Unit Weight) of Concrete.....	\$	30.00	Each Set
C173	Air Entrainment Test (Volumetric Method).....	\$	35.00	Each Set
C231	Air Entrainment Test (Pressure Method – Non Lightweight Aggregate).....	\$	35.00	Each Set
C78	Flexure Test 6" x 6" Beams	\$	85.00	Each
C496	Splitting Tensile 6" x 12" Cylinders	\$	85.00	Each
F1869	Measuring Moisture Vapor Emission Rate	\$	35.00	Each
F2170	Relative Humidity Probe.....	\$	55.00	Each
A615	Chemical Analysis.....	\$	300.00	Each
F2170	Relative Humidity	\$	55.00	Each

MASONRY**BLOCK**

C780	Mortar Cylinders (2" x 4")	\$	32.00	Each
C109	Mortar Cubes (2" x 2").....	\$	32.00	Each
C1019	Grout Prisms (3" x 6")	\$	32.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test ≤8" x 8" x 16"	\$	95.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test >8" x 8" x 12"	\$	195.00	Each
C140	Moisture Content as Received each	\$	50.00	Each

C140	Absorption, 3 Required	\$	40.00	Each
C140	Measurements	\$	30.00	Each
C140	Compression ≤8" x 8" x 16", Qty 3 Required	\$	45.00	Each
C140	Compression >8" x 8" x 16" Qty 3 Required	\$	55.00	Each
C426	Linear Shrinkage, Qty 3 Required.....	\$	80.00	Each
C42	Masonry Core – Compression	\$	55.00	Each
C42	Masonry Core – Shear.....	\$	75.00	Each
C42	In Laboratory Core Cutting.....	\$	50.00	Each
BRICK				
C67	Compression	\$	40.00	Each
C67	Modulus of Rupture.....	\$	50.00	Each
C67	Absorption, Soak.....	\$	30.00	Each
C67	Absorption, Boil.....	\$	30.00	Each
C67	Absorption, Saturation Coefficient.....	\$	40.00	Each
C67	Initial Rate of Absorption	\$	40.00	Each
C67	Efflorescence	\$	55.00	Each
C67	Efflorescence with Mortar.....	\$	65.00	Each
STEEL REINFORCING				
A615/A706	Tensile Up to No. 11 Bar	\$	55.00	Each
A615/A706	Tensile No. 14 Bar.....	\$	70.00	Each
A615/A706	Bend Test Up to No. 11 Bar.....	\$	55.00	Each
A615/A706	Bend No. 14 Bar	\$	70.00	Each
A615/A706	Bend / Tensile Test No. 18	\$	250.00	Each Set
A706	Chemical Analysis	\$	300.00	Each
A615/A706	Deformation Compliance	\$	55.00	Each
A615/A706	Cut To Size (for testing).....	\$	10.00	Each
STEEL COUPLED WELDED REINFORCING				
A615/A706	Tensile Up to No. 11 Bar	\$	80.00	Each
A615/A706	Tensile No. 14 Bar.....	\$	100.00	Each
A615/A706	Tensile No. 18 Bar.....	\$	275.00	Each
STRUCTURAL STEEL				
A370/F606	Bolt Tensile Test	\$	55.00	Each
A370/F606	Bolt Proof Test.....	\$	45.00	Each
A370/F606	Nut Proof Test	\$	45.00	Each
A370/F606	Nelson Stud Tensile Test.....	\$	115.00	Each
A370/F606	Metal Deck Tensile Test (formed sheet metal)	\$	135.00	Each
E10	Brinell Hardness Test	\$	45.00	Each
E18	Rockwell Hardness Test.....	\$	45.00	Each
A370/F606	Coupon Tensile Test.....	\$	40.00	Each
A370/F606	Coupon Bend Test.....	\$	40.00	Each
A370/F606	Nut / Bolt / Washer Hardness Test	\$	45.00	Ea. Pc
A90	Metal Deck Coating.....	\$	115.00	Each
A370/F606	Machining & Preparation of Samples.....	\$	40.00	Each
F1554	Anchor Bolt Assembly Testing (Milling, Tensile, Chemical Analysis).....	\$	1,000.00	Each
PRESTRESS				
A416	Prestressed Strand & Preparation (Yield / Tensile).....	\$	145.00	Each
FIREPROOFING				
E605	Oven Dry Density.....	\$	45.00	Each
E736	Adhesive/Cohesion Testing.....	\$	45.00	Each
ROOFING				
C1167	Tiles (Breaking Strength / Absorption)	\$	60.00	Each
C1459	Mineral Shake – Flexural	\$	40.00	Each
C1459	Mineral Shake – Absorption	\$	30.00	Each
Applicable Code	Tagging, Material Id and Sampling Tiles	\$	70.00	Per Hour
	Final Laboratory Roof/Tile Material Affidavit Report.....	\$	300.00	Each

FLOOR FLATNESS

Price Includes 1 technician and equipment

Floor Flatness Testing	\$	150.00	Per Hour
Floor Flatness Final Report	\$	200.00	Each
Additional Technician (if necessary)	\$	95.00	Per Hour

WELD PROCEDURE AND WELDER QUALIFICATIONS

Review Existing Welding Procedure Specification (WPS) report	\$	150.00	Each
Review Welding Procedure Qualification (PQR) report	\$	150.00	Each
Observe Welder Qualification (AWS/CWI)	See Materials	Inspector Rate	
Weld Tensile Test Plate (1-inch thick or less)	\$	80.00	Each
Weld Bend Test Plate (1-inch thick or less)	\$	55.00	Each
Weld Macro Etch Plate (1-inch thick or less)	\$	70.00	Each
Weld Tensile Test Rebar #3 through #9	\$	90.00	Each
Weld Macro Etch Rebar #3 through #9	\$	70.00	Each
Weld Tensile Test Rebar #10 through #14	\$	125.00	Each
Weld Macro Etch Rebar #10 through #14	\$	110.00	Each
Weld Tensile Test Rebar #18	\$	275.00	Each
Weld Macro Etch Rebar #18	\$	180.00	Each
X-Ray Plate or Rebar in Laboratory (1-inch thick or less)	\$	150.00	Each

ENGINEERING AND PROFESSIONAL SERVICES

Senior Engineer/ Senior Geologist	\$	180.00	Per Hour
Staff Engineer/Geologist	\$	160.00	Per Hour
Project Manager / Field Supervisor	\$	120.00	Per Hour
Administration	\$	75.00	Per Hour
Drafter	\$	85.00	Per Hour
Test Technicians Lab – Materials	\$	85.00	Per Hour
Certified Payroll	\$	75.00	Per Week
Court Appearance (4-Hour Minimum)	\$	350.00	Per Hour
Preparation for Court, Consultation (in our Office)	\$	250.00	Per Hour
Preparation for Court, Consultation (Out of our Office, 4-Hour Minimum)	\$	250.00	Per Hour
Expert Witness Testimony (Corporate Officers and Engineers)		Quotation	
Deposition (portal to Portal, 4-Hour Minimum)	\$	275.00	Per Hour

REPORTS

Final Materials Compliance Report	\$	500.00	Each
Monthly Materials Compliance Report	\$	150.00	Each
Final Laboratory Verified Report (LVR) DSA-291 (Required for DSA Projects)	\$	500.00	Each
Interim Verified Report (LVR) DSA-291 or DSA 293 (Required for DSA Projects)	\$	100.00	Each
Interim Report from Engineer	\$	500.00	Each
Review of Existing Mix Design, Determination of Proportions (3-5 Bus. Day Result)	\$	150.00	Each
Review of Existing Mix Design, Determination of Proportions (1-2 Bus. Day Result)	\$	300.00	Each
Report for Special Services / Off Site Testing	\$	200.00	Each
Final Grading / Compaction Report (Comprehensive)	\$	2,500.00	Each
Final Geotechnical Verified Report (GVR) DSA-293 (Required for DSA Projects)	\$	1,000.00	Each
Pad Certificate Report	\$	1,500.00	Each
Utility Trench Compaction Report	\$	2,500.00	Each
Wall Backfill Report	\$	1,500.00	Each
Monthly Interim In-Grading Report	\$	1,000.00	Each
Pile/Shoring Monitoring Report	\$	2,000.00	Each
Plan Review (Grading/ Foundation)	\$	1,000.00	Each
Extra Stamped Reports	\$	150.00	Each

MINIMUM HOURLY CHARGES

Minimum charges will apply for 2, 4 & 8 hour blocks defined as follows:

- 2-hour minimum: Inspector shows up, no work requested or performed
- 4-hour minimum: 1 to 4 hours.
- 8-hour minimum: Work over 4 hours.

Note: Less than 24-hour call-out notice may necessitate premium charges.

Charges For Service and Contract Terms Prevailing Wage Projects

The charges for services and General Terms and Conditions set forth below will govern the provision of services and will constitute the contract terms between the Owner or Owner's Representative (Client) and Koury Engineering and Testing, Inc (KET) unless the Client and KET have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall control.

1. Anticipated Costs

- 1.1. KET estimates a budget to assist the client with code required inspections and testing based upon information provided by the client. KET's ability to perform within the estimated budget depends heavily on the accuracy of the information provided, as well as the cooperation and assertiveness of client's management staff.
- 1.2. Project actual budget totals may vary. Estimated budget hours are based on 40 hours a week, 8 hours a day, Monday-Friday. Client shall monitor the percentage of work remaining to assure inspections and testing is not greater than the estimated budget and adjusts the contractor's labor and scheduling to maintain the work completion schedule.
- 1.3. A call scheduling inspection and testing beyond KET's estimated budget is deemed acceptance that Client will pay for additional services beyond KET's estimated budget.
- 1.4. Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by KET are NOT "guaranteed maximums," "lump sums;" or "not-to-exceed totals". Client will be invoiced for all work performed and only for work performed based on KET's working conditions and hours as an attachment to their contract.
- 1.5. Client recognizes, if shop steel fabrication service is required, KET's estimate of hours, unless otherwise noted, is for one steel fabrication facility only.
- 1.6. Additionally, any weekly overtime hours, Saturday or Sunday, double shift, and/or night shift differential for shop steel inspection are NOT included in KET's proposal.
- 1.7. An Administration fee of 4% will be applied on monthly invoice and a 3% credit card processing fee is applied when invoice is paid by credit card.

2. Minimum Charges

- 2.1. 2-hour minimum: Inspector shows up; no work requested or performed.
- 2.2. 4-hour minimum: 1 to 4 hours.
- 2.3. 8-hour minimum: Work over 4 hours.
- 2.4. NOTE: Less than 24 hour call-out notice may necessitate premium charges.

3. Working Hours

- 3.1. Regular Time: First 8 hours, Monday-Friday
- 3.2. Time and One-Half Hours: Hours over 8 -12 Monday-Friday, and first 12 Hours on Saturday; Double Time: All hours worked after 12, Monday-Saturday, Sunday, and Holidays.
- 3.3. KET observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- 3.4. Overtime hours shall be billed in one hour increments. One half (.5) hour of overtime is billed as one (1) hour of overtime.
- 3.5. NOTE: Day shift hours are between 5:00am and 5:00pm.

4. Shift Differential

- 4.1. Second (Swing Shift)-Eight (8) hours will be charged for 7.5 hours worked. Time worked in excess of 7.5 hours will be billed at time and one-half rate.
- 4.2. Third (Graveyard Shift)-Eight (8) hours will be charged for 7 hours worked. Time worked in excess of 7 hours will be billed at time and one-half times the hourly rate.

5. Travel Time and Mileage

- 5.1. Travel time costs for soil monitoring and soil technicians will be invoiced at regular contracted billing rate; overtime applies.
- 5.2. Mileage costs for soil monitoring and soil technicians will be invoiced at \$0.75 per mile.
- 5.3. Portal-to-Portal travel time and mileage costs will apply for Engineers, Site Supervisors, Technicians (including Utility Locating and NDT) and Consultants at the contracted billing rate, mileage will be invoiced at \$0.75 per mile. Portal-to-Portal is recognized as KET's office to work site and return.
- 5.4. For projects in excess of 100 miles from a KET office, travel time, mileage and subsistence allowance will be charged in addition to hours worked from KET's closest office.

6. Scheduling and Cancellations

- 6.1. A 24-hour notice is required when scheduling an inspection or technician. If same day scheduling or scheduling after 2:00pm the preceding day is requested, a premium expedite fee of \$75 per inspector or technician will apply.
- 6.2. If inspection service is not canceled with KET's dispatch department by 2:00pm for the next day for ICC, LA City or LA County jurisdictions, a premium cancellation fee will apply at the rate of \$75 per inspector or technician.

7. Expedite Fee

- 7.1. All expedited and rush requests for, mix design reviews, WPS reviews, RFI responses, lab work, test results, report reviews, etc. will be charged an expedite fee at 1.5 times the Master Fee Schedule of Rates. Standard turn-around time is 5 business days.

8. Escalation Clause

- 8.1. The prices quoted below for all services will change July 1st each year in accordance with the wage listed by the Director of Industrial Relations which is tied to Operating Engineers Local 12. The charges for services set forth in this Schedule of Fees will be adjusted by changes in our general administrative and overhead expenses each year thereafter. These adjusted charges shall become the agreed upon basis for charges by Koury to the Client.

9. Certified Payroll

- 9.1. Certified payroll requests will have a processing fee applied for each project, billed at \$150 per payroll month.

10. Laboratory Testing

- 10.1. Unless otherwise agreed, all samples or test specimens will be disposed of or destroyed upon completion of testing. If Client requires samples to be retrieved or stored, arrangements can be made at an additional cost. Quotation will be provided for such services.
- 10.2. Samples requiring more than one person to handle due to oversize or weight, will incur an extra handling charge. Quotation will be provided for such services.

11. Reimbursable Expenses

- 11.1. Outside Services performed by others and direct costs incurred on the Client's behalf, will be charged at cost plus 20%.
- 11.2. Project exclusive equipment or material will be invoiced at cost plus 20%.
- 11.3. Business licenses or inspection jurisdiction fees for project specific requirements will be invoiced at cost plus 20%.
- 11.4. If free parking is not available, parking charges will be charged to the Client at cost plus 20%.
- 11.5. Incidentals, including airfare, car rental, food, lodging, and parking, will be charged at cost plus 20% for out of area inspections unless provided by Client.

12. Terms of Payment

- 12.1. Client agrees invoices rendered for professional or technical services will be prepared bi-weekly and are due upon presentation.
- 12.2. All invoice errors or necessary corrections shall be submitted to KET within Fifteen (15) days of receipt of invoice; thereafter customer acknowledges invoice is correct and valid for payment due to KET.
- 12.3. Invoices will be deemed delinquent if not paid within thirty (30) days from date of invoice, and will be subject to a late payment charge of 1.5% of the invoice total for each month unpaid.
- 12.4. In the event, an attorney is needed for collection, Client is responsible for reimbursing attorney's fees and or court costs.
- 12.5. KET reserves the right to terminate services to a client without notice if client's account is past due more than thirty (30) days. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable to KET. Client waives any and all claims against KET, its subsidiaries, affiliates, servants, and agents in connection with termination of work/services pursuant to this agreement.

13. Insurance

- 13.1. KET carries all insurance required by law. Additional costs for waiver of subrogation, extra insurance certificates, coinsurance endorsements or additional insurance will be invoiced to the client at \$150 each.

14. Final Reports

- 14.1. When final report is required, KET must first review all inspection and material testing reports; KET will address and clear up any unresolved issues on these reports, typically with the Architect or Engineer of Record.
- 14.2. Depending on the project complexity and length of KET services performed, this process can require a minimum of ten (10) business days for completion. If there are exceptions, the final report review can require an extended length of time to complete.
- 14.3. Report fee is as negotiated per contract. An additional charge will incur for every report processed per permit number associated with the project. Engineer will be billed at \$190 per hour.
- 14.4. Client is required to send KET written request for all final project reports via fax, email, or US mail.
- 14.5. Final reports are as stated, but not limited to: Final Material Compliance Report and Final Grading / Compaction Report.
- 14.6. KET will release final report to client once account, including cost of final report, is paid in full.
- 14.7. Review of mix designs, WPS's, RFI's, interim reports, welder qualifications, etc. is subject to a standard turn-around time of 5 business days from date of request. Anything sooner than that will necessitate an expedite fee.

15. Service Authorization

- 15.1. Verbal request will be considered authorization to perform billable work. Client shall designate member(s) of staff who have authority to request services and notify KET in writing to their authorized representative. Otherwise all service requests are billable

16. Proposal Valid Duration

- 16.1. Proposed Master Fee Schedule of Rates, Terms & Conditions and General Conditions stated within are valid for 30 days from proposal date.

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MCA No. 1920285

Nonpublic

Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

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Main Document

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

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**NONPUBLIC
MASTER CONTRACT**

CONTRACT YEAR 2019-2020

This Master Contract is made and entered into

this 1st day of July, 2019 between the

Capistrano Unified School District, County of Orange,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

TERI, Incorporated
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.¹ It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the **Orange** County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

¹ Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from April 15, 20 20 to June 30, 20 20.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

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

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or 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 by

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- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall
be addressed to:

Gregory Merwin/Associate Superintendent
Name/Title

Capistrano Unified School District
Local Education Agency

33122 Valle Rd.
Address

San Juan Capistrano Ca. 92675
City State Zip

(949) 234-9275
Phone

()
Facsimile

gimerwin@capousd.org
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Joseph Michalowski/Chief Financial Officer
Name/Title

TERI, Incorporated
Nonpublic School

251 Airport Road
Address

Oceanside Ca. 92058
City State Zip

(760) 547-1965
Phone

()
Facsimile

joem@teriinc.org
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the Orange County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The Capistrano Unified School District and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such

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notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, 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 (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in Orange County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be

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making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

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 activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

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All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

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The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for 90 days during which time the contract shall be consummated", however this group has agreed to 180 days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

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The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. Contractor shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. Contractor shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

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e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2019-2020, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on April 15, 2020 and terminates at 5:00 p.m. on June 30, 2020 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☐ School ☐ Agency

Authorized Representative Signature

DATE: _____

Joseph Michalowski, Chief Financial Officer
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Lynh N. Rust, Executive Director, Contracts & Purchasing
(Type) Name and Title

LEA Board Approval: May 20, 2020

DATE: _____

2019-2020 Nonpublic Master Contract

Appendix A: Schools

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2019-2020

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

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a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

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2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.

By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the **Orange** County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

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CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies 30 minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA when a pupil reaches three absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

b. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2019-2020

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

e. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the 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 student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the 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 physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify CONTRACTOR within 24 hours when LEA removes a pupil due to medical reasons.

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2019-2020

<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Specialized Orthopedic Services Assessment (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Note Taking Services (750)</u>	_____	_____

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2019-2020

<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness Preparation (820)</u>		
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>		
<u>Career Awareness (840)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Agency Linkages (referral and placement) (865)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900) Music Therapy</u>		
<u>Other (900) Vision Therapy</u>		
<u>Transportation – Emergency</u>		
<u>Bus Passes</u>		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

Nonpublic Master Contract
Appendix A: Schools
2019-2020

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Joseph Michalowski, Chief Financial Officer
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Lynh N. Rust, Executive Director, Contracts & Purchasing
(Type) Name and Title

LEA Board Approval: May 20, 2020

DATE: _____



LEGAL SERVICES MASTER AGREEMENT

This Agreement for Legal Services ("Agreement") is effective as of **May 21, 2020** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the Law Firm listed below ("Law Firm"). District and Law Firm may be referred to as "Party" or collectively as the "Parties".

LAW OFFICE OF PATRICIA D. BARRETT

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 §§35041.5 and 35160, as well as, Government Code §53060, to contract with and employ any persons, partnerships or law corporations for the furnishing of legal services;

WHEREAS, District is in need of such legal services; and,

WHEREAS, Law Firm represents that he/she/it is specially trained, experienced, licensed, and competent to perform the legal services required by the District (hereinafter referred to as "Legal Services");

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Scope of Work/Services. Law Firm shall perform the Legal Services as requested by the District and agree upon by the Law Firm.

Fees and Expenses. For the Legal Services provided for hereunder, Law Firm shall be compensated at hourly rates charged in one-tenth (1/10th) of an hour increments as set forth in Exhibit A. The total cost of services requested by District and provided by Law Firm during the term of this Agreement is estimated to be **\$2,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this Agreement is for **April 1, 2020 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 permitted by Education Code section 17596.

Additional Terms and Conditions. This Agreement contains additional terms and conditions that are set forth in the attached documents titled General Conditions and Required Documents and Certifications, which by this reference are incorporated herein as are the Recitals hereto. District and Law Firm acknowledge, and agree to be bound by, the terms and conditions set forth in the incorporated documents, as if such additional terms and conditions were fully set forth in full herein.

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 : May 20, 2020

Law Firm

Signature: _____
 Name: Patricia D. Barrett
 Title: Owner
 Address: 846 West Foothill Blvd., Suite M
Upland, Ca. 91786
 Email Address: patriciaabaret3@verizon.net

EXHIBIT A
SCOPE OF WORK

CONSULTANT to conduct disciplinary hearings on an as-needed basis for classified employees, including but not limited to March 12 and 13, 2020, and provide information to the District's Human Resources.

SCHEDULE OF FEES

Hearing officer services are provided for a fee of \$1,500 per day of hearing, and \$1,500

- for preparation of written findings of fact and recommended decision.
- If a scheduled hearing is cancelled by the **District** with at least fifteen days' notice in advance of the hearing date there will be no charge to the **District**. Should a hearing date be cancelled within ten days of the hearing date a cancellation fee in the amount of \$1,000 will be charged to the **District**; if less than 48 hours' notice of cancellation, there is a cancellation fee of \$1,500.00.
- Time expended performing ordinary and necessary conversations and written communications exchanged with the parties prior to and after the hearing and time for study, research, analysis, preparing findings, recommendations or decisions will be billed at \$200 per hour for a hearing day over 8 hours, and \$250 per hour, with minimum of \$1,500.
- The hourly rate includes costs of travel to the hearing site, by ground or air, as well as meal costs if within Los Angeles, Riverside, Orange County, or San Bernardino County.
- INVOICES: Invoices to be submitted once the hearing is completed. Invoices to include:
 - Dates of Service
 - Description of Services



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **May 21, 2020** ("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".

CORINNE LOSKOT 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 **\$40,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2020 to June 30, 2021**, 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 : May 20, 2020

Contractor

Signature: _____
 Name: Lorrie Ruiz
 Title: President
 Address: 8504 Firestone Blvd., Suite 406
Downey, Ca. 90241
 Email Address: lruiz.clc@gmail.com

Planning & State Funding for Public School Facilities

8504 Firestone Blvd. #406, Downey, CA 90241
 lruiz.clc@gmail.com
 www.corinneloskot.com
 949.940.6938

March 31, 2020

John Forney
 Chief Facilities Officer
 Capistrano Unified School District
 33122 Valle Road
 San Juan Capistrano, CA 92675

**SUBJECT: CAPISTRANO UNIFIED SCHOOL DISTRICT
 SCHOOL FACILITIES PLANNING & FUNDING, CONSULTING AGREEMENT,
 7/1/2020 – 6/30/2021**

Dear John:

Thank you for your request for a proposal and agreement for consulting services with CLC (Corinne Loskot Consulting, Inc.). The following proposal and agreement are based on \$40,000 as a projected fee estimate to cover the scope of work during the period 7/1/2020 through 6/30/2021.

SCOPE OF WORK AND SERVICES

Scope of Work: CLC will provide consulting services and support to the Capistrano Unified School District for the following:

1. Support for development of a school mitigation agreement for new schools for the Rancho Mission Viejo new development project.
2. Project planning support for the development of the new school programming, including capacity analysis and space utilization to align with approved RMV mitigation agreement.
3. Develop and manage project milestone schedule to align with approved RMV mitigation agreement, including but limited to CDE site and plan approval, site acquisition and OPSC funding application submittal.
4. Advise and guide facilities team on development and updating of project related Request for Proposals/Qualifications for professional services needed in support of project development.
5. Prepare semi-annual reports for coordination, compliance and tracking services as outlined in the approved RMV mitigation agreement.

Detailed Services: The services proposed to the Capistrano Unified School District also include the following:

1. Provide support for long range planning including, but not limited to support in updating/negotiating mitigation agreements, developer coordination, demographic analysis and enrollment needs.
2. Provide coordination and support for agency approval including, but not limited to California Department of Education (CDE), Department of Toxic Substances Control (DTSC) and Office of Public School Construction (OPSC), as applicable for the new school project.

3. Provide support facilities planning activities including, but not limited to the entitlement, site acquisition, design, construction and opening of new school facilities.
4. Provide support for updating Educational Specifications as needed.
5. Prepare and process eligibility and project application approval with OPSC, including the following, if needed:
 - a. Analyze potential **new construction eligibility** for state funding, baseline, high- school attendance area, Dwelling Unit augmentation, feeder data, and multi-year scenarios to determine the highest projected state grant eligibility.
 - b. Assist with submission of all documents to establish increased state grant eligibility.
 - c. Prepare documents and guide the grant allocation strategy to generate and request state grant funding for completed and planned projects, as applicable to your program needs, and as directed by the District.
 - d. Prepare grant funding estimates for potential reimbursement projects.
 - e. Recommend projects for state funding applications including potential reimbursement.
 - f. Develop and guide state funding strategies with project team.
 - g. Review plans for funding applications prior to architect's submittal to DSA.
 - h. Recommend project variations such as alternative space identification, sequencing, scope splitting/combining, alternative use of grants and DSA courtesy reviews.
 - i. Verify compliance with competitive selection of design professionals, CEQA, DTSC, Title 5, mandatory construction contractor prequalification, DIR PWC-100 / project & contractor registration, career technical education facilities adequacy findings, and applicable California code and regulatory requirements for state funding.
 - j. Respond to and adjust forms in response to agency comments, enrollment revisions and program changes.
 - k. General research when that research provides a direct benefit to the District. The time is prorated time when there is a direct benefit to multiple districts, to monitor regulations, legislation, OPSC, CDE, CASH and other industry or program related documents, reports and communications.
 - l. Coordinate record management, grant agreement, fund release request, expenditure reporting, response to audits, etc.
6. Any other work as directed by the District and mutually agreed upon.

QUALIFICATIONS: Lorrie Ruiz, President, has over 20 years' experience in school facilities planning and funding. She specializes in local bond programs, developer negotiations, demographics, and success generating state grants from with the School Facilities Program. Read more at www.corineloskot.com

FEE: \$225 per hour for consulting services, a not-to-exceed authorization contract amendment of \$40,000 for the year 2019/2020. All services are performed at an hourly rate within a fee authorization limit. If you're not satisfied with the value you are receiving, please contact CLC.

The level of effort for School Planning and State Funding services varies unpredictably. Therefore, CLC does not offer a fixed fee for a defined task or project. All services are performed at an hourly rate within a fee authorization limit. If you're not satisfied with the value you are receiving, please contact CLC.

CLC (Corinne Loskot Consulting, Inc.) is an S-Corp with federal tax ID/EIN #33-0973425. IRS forms W-9, and 1099 do not apply.

Thank you very much for the opportunity to present this proposal. To accept this agreement, please sign, date and email the agreement to me with a purchase order number. Please retain one signed agreement for your records. Please do not hesitate to contact me at 949.940.6938 for any additional information. CLC looks forward to working with your team to secure State grant funding for your facilities.

Sincerely,

Lorrie Ruiz

Lorrie Ruiz, President, **CLC** (Corinne Loskot Consulting, Inc.)

AGREEMENT FOR CONSULTING SERVICES

This agreement by and between CLC (Corinne Loskot Consulting, Inc.) herein referred to as CONSULTANT, and Capistrano Unified School District, herein referred to as CLIENT, shall be effective July 1, 2020 through June 30, 2021. CONSULTANT and CLIENT, for the consideration hereinafter named, agree as follows:

OBJECTIVE: The CLIENT seeks specialized consulting in facilities planning and State facilities funding for pursuit of the optimal State funding for modernization and/or expansion of existing schools, and other work as directed by the CLIENT.

SCOPE OF WORK: In general, at the direction of the CLIENT, the CONSULTANT shall complete the scope of work as stated in the March 31, 2020 proposal.

COMPENSATION: CLIENT shall pay the CONSULTANT in accordance with the following fees for all services rendered. CLIENT shall pay the CONSULTANT the amount of \$225 per hour for services by president, vice president and director (\$125 per hour for assistant planners, planner and analyst), for an amount not-to exceed \$40,000 for the period 7/1/20 through 6/30/21 for services rendered, reimbursement of reasonable out-of-pocket expenses, including travel for state agency meetings, and any authorized subconsultant(s) at cost plus 15%. If the cost is greater than \$400, then CONSULTANT shall obtain CLIENT'S prior written consent for travel and/or attendance at meetings, workshops, conferences, etc. CLIENT agrees to pay reasonable transportation, meals, lodging and related costs incurred by CONSULTANT and CONSULTANT'S personnel for travel, including 50% of the hourly rates for travel time on behalf of the CLIENT. Services are provided on a time and materials basis. This is not a fixed fee agreement for a specified scope of work. Monthly billings are based on the actual time and material expenses. Invoices are submitted monthly. Payment of CONSULTANT'S invoice will be due upon receipt.

DURATION OF AGREEMENT: This agreement may continue in force or as amended by agreement. The hourly rate shall remain in effect through June 30, 2021.

TERMINATION: Either party may terminate this agreement with no cause with seven (7) days written notice.

By executing this agreement, the parties below agree to the terms above.

Signature: **Lorrie Ruiz**
Lorrie Ruiz, President, CLC (Corinne Loskot Consulting, Inc.)
8504 Firestone Blvd. #406, Downey, CA 90241
Tel. 949.940.6938 Email lruiz.clc@gmail.com

Date: 3/31/20

Signature: _____

Date: _____

John Forney
Chief Facilities Officer
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

SECOND AMENDMENT TO ICA NO. 1718256

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PLACEWORKS, INCORPORATED

This Second Amendment to ICA No. 1718256 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Placeworks, Incorporated (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on June 20, 2018, District's Board of Trustees approved an Agreement with Contractor for the term from May 1, 2018 through June 30, 2019, under which Contractor would provide services described therein.

WHEREAS, on July 17, 2019, District's Board of Trustees approved the First Amendment to ICA No. 1718256 for the term May 1, 2018 through June 30, 2020 with Contractor. A copy of said First Amendment is attached as Exhibit 2 to this Second Amendment to Agreement; and

WHEREAS, District desires to amend ICA No. 1718256 to reflect a revised contract value of \$22,281.00;

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 \$22,281.00 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

Dwayne Mears
Print Name

Executive Director, Contracts & Purchasing
Title

Principal
Title

Board Approval Date: May 20, 2020

Date: _____

EXHIBIT 2

FIRST AMENDMENT TO ICA NO. 1718256

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PLACEWORKS, INCORPORATED

This First Amendment to ICA No. 1718256 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Placeworks, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on June 20, 2018, District's Board of Trustees approved an Agreement with Consultant for the term from May 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;

WHEREAS, District desires to amend ICA No. 1718256 to reflect a revised contract value of \$18,281.00; and

WHEREAS, District desires to extend ICA No. 1718256 through June 30, 2020;

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 \$18,281.00 in the aggregate under the term of this Agreement, as amended.

2. ICA No. 1718256 shall be extended through June 30, 2020.

3. 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

By: _____

Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: July 17, 2019

Vendor

By: _____

Signature

Dwayne Mears

Print Name

Principal

Title

Date: _____




OKAY TO PROCESS

June 17, 2019

John Forney, Executive Director,
Facilities, Maintenance & Operations
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

FUND: Aliso Viejo Land Sale Proceeds
40-9850



Subject: Augment to Scope of Work for CUP Application Materials, and CEQA Documentation for
Expansion of District's Compressed Natural Gas (CNG) Fueling Station in Aliso Viejo

Dear Mr. Forney:

The change in the location of the fueling stations requires that the previously prepared hazards assessment, environmental documents, and City application be revised. PlaceWorks will prepare the revisions using the revised site plan. The cost to modify the documents to reflect the current site plan is \$6,475, which brings the total contract amount to \$18,281. We can begin work immediately and have the revised documents ready within three weeks.

Budget Augment

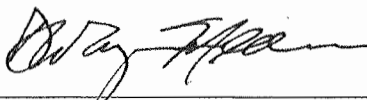
TASK	COST
Update Hazard Assessment Memo	\$1,840
Update Addendum	960
Update City CUP Application Materials/City Meeting	960
Graphics/Production	465
Meeting/PC Meeting Attendance/Mgmt./Coordination with City	2,000
Subtotal	\$6,475
Office Expenses	\$250
Subtotal	\$250
GRAND TOTAL	\$6,475

Filing fees to be paid directly by District.

Please sign and return a copy of this budget augment to Kara Kosel at the address below.

Respectfully submitted,

PLACEWORKS



Dwayne Mears, AICP
Principal

John Forney, Executive Director,
Facilities, Maintenance & Operations



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of June 21, 2018 ("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".

PLACEWORKS, 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, 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: **\$11,806.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **May 1, 2018 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: [Signature]
 Name: Lynne N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : June 20, 2018

Contractor

Signature: [Signature]
 Name: Dwayne Mears
 Title: Principal
 Address: 3 MacArthur Place, Suite 1100
Santa Ana, Ca. 92707
 Email Address: dmears@placeworks.com

GENERAL CONDITIONS

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

1. **Engagement of Services.** District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor 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. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor 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, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. **Expenses.** Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. **Independent Contractor.** Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors 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. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors 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, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor 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.** Contractor 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 Contractor and shall not be copied in whole or in part from any other source.
6. **Copyright/Trademark/Patent.** Contractor 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. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
7. **Termination.** District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor'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. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor'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 Contractor 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, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor 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 Contractor'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. Contractor 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 Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor 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 Contractor to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor 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. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, 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. Contractor 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, Contractor 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 Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. 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. Contractor 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 Contractor to ensure compliance with this section. Any person in the employ of Contractor 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. Contractor 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 arbitrator; 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.**

Certificates of Insurance

- ✓ 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
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ W-9



May 7, 2018

Ryan Carter
Construction Manager
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Subject: Proposal to Prepare CUP Application Materials, and CEQA Documentation for Expansion of District's Compressed Natural Gas (CNG) Fueling Station in Aliso Viejo

Dear Mr. Carter:

We are pleased to submit this proposal to assist the District in its expansion of the CNG fueling station in Aliso Viejo. PlaceWorks prepared the CEQA documentation, CNG Risk Assessment, and CUP application materials for the original project in 2011. This proposal describes our understanding of the proposed expansion, our scope of work, and estimated fee.

Understanding of the Project

The District seeks to add 20 new fueling hoses to the existing 20 CNG fueling hoses at the bus fueling station at 2B Liberty in Aliso Viejo. The District received a CUP from the City of Aliso Viejo for the facility on November 16, 2011 (UPAV08-12). The District prepared an initial study, which led to a mitigated negative declaration (IS/MND) for the project. The City, as a responsible agency, used the District's IS/MND to consider and approve the CUP. Condition 18 of the CUP states "The CNG fueling station shall fuel only CUSD vehicles and shall not exceed fueling for a total of 20 CNG buses each weekday." As a result, the District will need to request an amendment to the CUP to install the additional fueling hoses.

Our understanding is that the additional fueling hoses are needed to allow the District to replace additional diesel-powered buses with CNG-powered buses. It takes several hours to refuel each bus with CNG, which means additional fueling hoses are needed to allow simultaneous refueling of the new buses. There will not be an increase in the overall number of buses.

Work Overview

PlaceWorks' team will meet with the District and draft a project description based on the District's site plan and description of project operation. After the project description is drafted, PlaceWorks will meet with the City to clarify its requirements for modification of the CUP. Because of the express limitation on the number of buses in condition 18, we do not believe that the Planning Director will consider the District's request a minor modification. A major modification requires a process similar to the original CUP as well as requisite fees. PlaceWorks will update the hazards analysis prepared for the existing project to reflect the change in fueling hoses and location. Of particular importance will be the proximity to the Bethel Temple, which was commented on in the original CUP. PlaceWorks will work with the City to determine the minimum level of environmental compliance that would be acceptable. This scope assumes that an Addendum to the original IS/MND would be sufficient to comply with CEQA. However, meeting with the City is in the first task for this project, and if another environmental determination is requested, we will inform the District before taking action. This scope includes attendance at the Planning Commission meeting to consider the CUP and coordination with City staff concerning the project.

Project Kick-off with District and Application Meeting with City

PlaceWorks will meet with the District to obtain plans and a description of activity and to take pictures of the existing bus fueling station. PlaceWorks will confirm project assumptions and draft a project description for review and approval by the District. Once the project description, including location of the new fuel hoses, has been accepted, PlaceWorks will begin revision of the hazards analysis prepared for the facility in 2011. PlaceWorks will also schedule a meeting with the City to explain the project and determine the process the City will want to follow for modification of the CUP. PlaceWorks will prepare a summary memorandum for the District of notes from the meeting, including a listing of fees that would need to accompany the application.

Addendum to the Adopted Initial Study

PlaceWorks will prepare a memorandum that will include the substantial evidence necessary to support the Addendum, following the requirements of Section 15162 of the CEQA Guidelines. The support memorandum will include the updated hazards analysis and site information needed to address concerns raised during consideration of the existing facility. For this analysis, PlaceWorks assumes that additional traffic, air quality, and noise studies are *not* required, since there is no increase in bus activity, only a change in the types of buses. Based on our current understanding, we do not believe that there is any aspect of the project that would trigger a subsequent negative declaration. PlaceWorks will prepare the Addendum for review by the District following Section 15164 of the CEQA Guidelines. The completed Addendum will accompany the City's forms for a major amendment to the CUP. This scope assumes that the District will pay the City application fees directly.

Application for Conditional Use Permit

PlaceWorks will complete the City's application for major modification of a CUP. We will review the application and associated materials with the District. We recommend a pre-application meeting to review the draft(s) with the City prior to submittal. This scope assumes that the District will pay the City filing fee(s) directly.

PlaceWorks will coordinate with the City to ensure they have adequate information to schedule the project for consideration by the Planning Commission. PlaceWorks will attend the Commission meeting and be available to answer questions about the environmental determination and supporting materials.

Timeline: 4 to 6 weeks for application

Deliverables:

1. Meeting with District, review of project materials
2. Project description
3. Meeting with City
4. Update to hazards analysis from 2011
5. Detailed analysis under CEQA Guidelines § 15162
6. Addendum following CEQA Guidelines § 15164
7. City of Aliso Viejo CUP application
8. Two meetings / conference calls with City staff; one with Commission Meeting
9. Ongoing communication with the District

Thank you for this opportunity to be of service to the District, and please do not hesitate to contact me if you have questions. We are ready and able to begin work immediately upon notification to proceed.

Cost Estimate

Table 1 presents our cost estimate based on our understanding of the project and work scope and outlined above.

Table 1. Cost Estimate

TASK	COST
Kick-off and Meeting with City	\$1,400
Project Description	720
Hazard Assessment Update Memo	1,955
Addendum	4,600
City CUP Application Materials	1,500
Meeting/PC Meeting Attendance	1,400
Subtotal	\$11,575
Office Expenses (2% of labor)	\$231
Subtotal	\$231
GRAND TOTAL	\$11,806
Filing fees to be paid directly by District.	

PlaceWorks – 2018 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$195-\$335
Associate Principal	\$180-\$230
Senior Associate/Senior Scientist	\$150-\$230
Associate/Scientist	\$120-\$180
Project Planner/Project Scientist	\$95-\$135
Planner/Assistant Scientist	\$85-\$110
Graphics Specialist	\$65-\$160
Clerical/Word Processing	\$45-\$180
Intern	\$65-\$95

Subconsultants are billed at cost plus 10%.

Mileage reimbursement rate is the standard IRS-approved rate.

Last Update: 03/19/18



Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. As Principal, I am authorized to bind PlaceWorks and the project team to the contents of this proposal.

We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact the undersigned.

Respectfully submitted,

PLACEWORKS

A handwritten signature in blue ink, appearing to read 'Dwayne Mears', written over a horizontal line.

Dwayne Mears, AICP
Principal

FIRST AMENDMENT TO PSA NO. 1920003

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND MATTHEW WILLIAMS dba
MATTHEW WILLIAMS ENTERPRISES, LLC

This First Amendment to PSA No. 1920003 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Matthew Williams dba Matthew Williams Enterprises, LLC (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on June 12, 2020, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2019 through June 30, 2020 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. 1920003 to reflect a revised contract value of \$25,000.00;

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 \$25,000.00 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

Matt Williams
Print Name

Executive Director, Contracts & Purchasing
Title

Owner
Title

Board Approval Date: May 20, 2020

Date: _____



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **June 13, 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".

MATTHEW WILLIAMS dba MATTHEW WILLIAMS ENTERPRISES, 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.

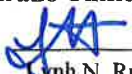
Term of Agreement. The term of this base Agreement is for **July 1, 2019 to June 30, 2020**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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.


☒ 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: 
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: June 12, 2019

Contractor

Signature: 
 Name: Matt Williams
 Title: Owner
 Address: 519 Dalton Road
Jackson, MI 49201
 Email Address: mattbraille@gmail.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 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.
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24. Captions. The captions of this Agreement shall have no effect on its interpretation.
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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

Matthew Williams Enterprises, LLC

519 Dalton Road, Jackson, MI 49201

586-350-3854

2019/2020 Fee Schedule

Nemeth, Literary and Music Braille* **

\$7.00 per page Nemeth (math) and literary braille (No tactile drawings)

\$8.00 per page Nemeth (science and chemistry)

\$8.00 per page Music braille (No tactile drawings)

\$9.50 per page for tactile drawings for math

\$10.50 per page for tactile drawings for science and chemistry

\$10.50 per page for tactile drawings for music

UEB Braille* **

\$6.50 per page for UEB

\$6.50 per page for UEB and Encapsulated Nemeth

\$9.50 per page for tactile drawings for UEB and Encapsulated Nemeth

*There will be an additional charge of \$2.00 per page for all materials that are needed to be expedited.

**The amounts are total amounts and not to be added together for a page cost.

***Shipping fees will be added to each invoice where there are drawings.

FIRST AMENDMENT TO ICA NO. 1920017

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SUNBELT STAFFING, LLC

This First Amendment to ICA No. 1920017 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Sunbelt Staffing, LLC (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on June 12, 2019, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2019 through June 30, 2020 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 ICA No. 1920017 to reflect a revised contract value of \$200,000.00;

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 \$200,000.00 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

Jena Zander
Print Name

Executive Director, Contracts & Purchasing
Title

Director of Administration
Title

Board Approval Date: May 20, 2020

Date: _____

EXHIBIT 1

CUSD. Contract No. ICA 1920017



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **June 13, 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".

SUNBELT STAFFING, 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: **\$150,000.00** in the aggregate under the term of this Agreement.


Term of Agreement. The term of this base Agreement is from **July 1, 2019 through 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 §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.

☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certification ☒ 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
Executive Director, Contracts &
Title: Purchasing
Board Approval Date
: June 12, 2019

Contractor

Signature: 
Name: Anna Zander
Title: Director of Administration
Address: 3687 Tampa Road, Suite 200
Oldsmar, FL 34677
Email Address: rachel.schwanemann@sunbeltstaffing.com

GENERAL CONDITIONS

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

1. **Engagement of Services.** District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor 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. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor 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, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. **Expenses.** Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. **Independent Contractor.** Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors 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. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors 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, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor 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.** Contractor 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 Contractor and shall not be copied in whole or in part from any other source.
6. **Copyright/Trademark/Patent.** Contractor 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. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
7. **Termination.** District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor'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. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor'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 Contractor 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, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor 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 Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
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[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

***All checked items must be on file with Purchasing Department.**

Certificates of Insurance

- ✓ 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
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ W-9



RATE SHEET

Capistrano Unified

School Year 2019 - 2020

Rita DeLisa

Rita.delisa@sunbeltstaffing.com

813.261.2261

SLP \$85.25

SLPA \$66.76

OT \$85.25

COTA \$66.76

PT \$85.25

PTA \$66.76

School Psychologist \$87.30

Special Ed Teacher PERM only

RN \$77.03

LVN \$77.03

Sign Lang Interp. \$77.03

Teacher of Vis. Imp \$97.57

Teacher of DHH \$97.57

FIRST AMENDMENT TO PSA NO. 1920042

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND JACQUELINE KAY LUGO

This First Amendment to PSA No. 1920042 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Jacqueline Kay Lugo (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on July 17, 2019, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2019 through June 30, 2020 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. 1920042 to reflect a revised contract value of \$55,000.00;

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 \$55,000.00 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

Jacqueline Kay Lugo
Print Name

Executive Director, Contracts & Purchasing
Title

Owner
Title

Board Approval Date: May 20, 2020

Date: _____



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **July 18, 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".

JACQUELINE KAY LUGO

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 **\$45,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 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.

☒ 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: [Signature]
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: July 17, 2019

Contractor

Signature: [Signature]
 Name: Jacqueline Kay Lugo
 Title: Owner
 Address: 3012 Anabella
San Clemente, CA 92673
 Email Address: jacquelinelugo.mft@gmail.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 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 Articles 9 & 10

- ✓ Certification by Consultant Criminal Records Check

- ✓ W-9

EXHIBIT A
FEE SCHEDULE

Jacqueline Lugo, LMFT
3012 Anabella San Clemente, CA 92673
951-970-1999 (personal) 949-441-0711 (work)
FAX NUMBER
Jacquelinelugo.mft@gmail.com

Student counseling, to include maintenance of records and IEP attendance - \$70.00 per hour

Student mental health assessments- \$85.00

SECOND AMENDMENT TO PSA NO. 1920048

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND JENNIFER TONEY dba JENNIFER
TONEY SPEECH PATHOLOGY

This Second Amendment to PSA No. 1920048 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Jennifer Toney dba Jennifer Toney Speech Pathology (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on July 17, 2019, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2019 through June 30, 2020 under which Consultant would provide services described therein;

WHEREAS, on January 15, 2020, District's Board of Trustees approved the First Amendment to PSA No. 1920048 with Consultant. A copy of said Agreement is attached as Exhibit 2 to this Second Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 1920048 to reflect a revised contract value of \$45,000.00;

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 \$45,000.00 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

Lynh N. Rust
Print Name

Executive Director, Contracts & Purchasing
Title

Board Approval Date: May 20, 2020

By: _____
Signature

Jennifer Toney
Print Name

Speech Pathologist
Title

Date: _____

EXHIBIT 2

FIRST AMENDMENT TO PSA NO. 1920048

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND JENNIFER TONEY dba JENNIFER TONEY SPEECH PATHOLOGY

This First Amendment to PSA No. 1920048 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Jennifer Toney dba Jennifer Toney Speech Pathology (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on July 17, 2019, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2019 through June 30, 2020 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. 1920048 to reflect a revised contract value of \$35,000.00;

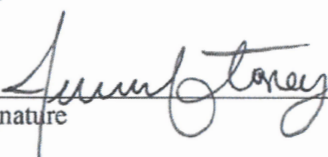
NOW, THEREFORE, said Agreement is amended as follows:

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 \$35,000.00 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

Jennifer Toney
Print Name

Executive Director, Contracts & Purchasing
Title

Speech Pathologist
Title

Board Approval Date: January 15, 2020

Date: 11/19/19



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **July 18, 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".

JENNIFER TONEY dba JENNIFER TONEY SPEECH PATHOLOGY

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 **\$10,000.00** in the aggregate under term of this Agreement.


Term of Agreement. The term of this base Agreement is for **July 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.

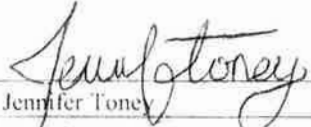
☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

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

Capistrano Unified School District

By: 
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: July 17, 2019

Contractor

Signature: 
 Name: Jennifer Toney
 Title: Speech Pathologist
 Address: 51 Via Zaragoza
San Clemente, CA 92672
 Email Address: jennifertoneyspeech@gmail.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 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 Articles 9 & 10

✓ Certification by Consultant Criminal Records Check

✓ W-9

Jennifer Toney Speech Pathology

51 Via Zaragoza, San Clemente, CA 92672

(949) 542-7462

jennifertoneyspeech@gmail.com

SERVICE RATES

Service	Rate
Speech/Language Therapy per clinical hour (in-home)	\$100
Speech/Language Therapy per clinical hour (school site/4 hr. min)	\$85
Speech/Language Assessment per hour	\$125
SLPA therapy per clinical hour (school site/4 hr. min.)	\$70
Occupational Therapy per clinical hour (school site/4 hr. min.)	\$85
Occupational Therapy Assessment per hour	\$125

SECOND AMENDMENT TO ICA NO. 1920202

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND ASSURED FIRE SYSTEMS,
INCORPORATED

This Second Amendment to ICA No. 1920202 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Assured Fire Systems, Incorporated (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on November 20, 2019, District's Board of Trustees approved an Agreement with Contractor for the term from October 15, 2019 through June 30, 2020 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, on March 18, 2020 the District amended ICA No. 1920202 to incorporate additional services as listed in Exhibit A-1 and increase the total contract value to \$63,510.00;

WHEREAS, District desires to amend ICA No. 1920202 to incorporate additional services as listed in Exhibit A-2 and increase the total contract value to \$75,780;

NOW, THEREFORE, said Agreement is amended as follows:

1. Include services described in Exhibit A-2.
2. 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 \$75,780.00 in the aggregate under the term of this Agreement, as amended.
3. 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

Howard Sukenik
Print Name

Executive Director, Contracts & Purchasing
Title

Chief Executive Officer
Title

Board Approval Date: May 20, 2020

Date: _____

Assured Fire Systems Inc.
 493 Starlight Ct.
 Redlands, CA 92374 US
 (909) 838-1855
 assuredfiresystems@gmail.com

Estimate

ADDRESS

Capistrano USD
 32972 Calle Perfecto
 San Juan Capistrano, CA
 92675

ESTIMATE # 1227

DATE 04/03/2020

EXPIRATION DATE 06/30/2020

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Service	1	11,270.00	11,270.00
	Annual/5yr. fire sprinkler inspections (wet systems only) and annual/5yr. fire hydrant inspection/maintenance during spring break for the following school locations: Esencia ES, Tesoro HS, Arroyo Vista ES/MS, Education Center. These campuses have a total of 23 fire sprinkler risers (\$395/each) and 23 fire hydrants (\$95/each).			
	Note: price is for inspections only and any necessary repairs will be quoted/completed on separate PO.			
	Service	1	1,000.00	1,000.00
	Request for an additional PO to cover repairs. Also, please include in this proposed PO the authorization to complete any repairs not to exceed \$500 per school without prior authorization that may arise during the inspection/maintenance process. Usually during the inspection processes in the past we have been given prior authorization to complete small repairs such as fire hydrant caps, two way blue street reflectors, fire sprinkler head escutcheons, electric alarm bells, flow switches, gauges, small valves, signage, and similar types of small repairs.			

C16-962961
 E 2463

TOTAL

\$12,270.00

FIRST AMENDMENT TO ICA NO. 1920202

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND ASSURED FIRE SYSTEMS,
INCORPORATED

This First Amendment to ICA No. 1920202 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Assured Fire Systems, Incorporated (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on November 20, 2019, District's Board of Trustees approved an Agreement with Contractor for the term from October 15, 2019 through June 30, 2020 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 ICA No. 1920202 to incorporate additional services as listed in Exhibit A-1 and increase the total contract value to \$63,510.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. Include services described in Exhibit A-1.
2. 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 \$63,510.00 in the aggregate under the term of this Agreement, as amended.
3. 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: March 18, 2020

By: 
Signature

Howard Sukenik
Print Name

Chief Executive Officer
Title

Date: 3-3-2020

Assured Fire Systems Inc.
 493 Starlight Ct.
 Redlands, CA 92374 US
 (909) 838-1855
 assuredfiresystems@gmail.com

Estimate

ADDRESS

Capistrano USD
 32972 Calle Perfecto
 San Juan Capistrano, CA
 92675

ESTIMATE # 1215

DATE 01/06/2020

EXPIRATION DATE 03/31/2020

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Service	1	19,160.00	19,160.00
	Annual/5yr. fire sprinkler inspections (wet systems only) and annual/5yr. fire hydrant inspection/maintenance during spring break for the following school locations: Kinoshita ES, Marco Forster MS, Harold Ambuehl ES, Oxford Prep Academy, Philip Reilly ES, Fred Newhart MS, Wagon Wheel ES, Chapparal ES, Moulton ES, Dana Hills HS, Cal Prep, Concordia ES, San Clemente HS upper campus, Clarence Lobo ES, Marblehead ES, Vista Del Mar ES, Shorecliffs MS, Truman Benedict ES, Bernice Ayers Ms. These campuses have a total of 36 fire sprinkler risers (\$395/each) and 52 fire hydrants (\$95/each).			
	Note: price is for inspections only and any necessary repairs will be quoted/completed on separate PO.			
	Service	1	3,000.00	3,000.00
	Request for an additional PO to cover repairs. Also, please include in this proposed PO the authorization to complete any repairs not to exceed \$500 per school without prior authorization that may arise during the inspection/maintenance process. Usually during the inspection processes in the past we have been given prior authorization to complete small repairs such as fire hydrant caps, two way blue street reflectors, fire sprinkler head escutcheons, electric			

DATE	ACTIVITY	QTY	RATE	AMOUNT
	alarm bells, flow switches, gauges, small valves, signage, and similar types of small repairs.			
C16-962961 E 2463		TOTAL		\$22,160.00

Accepted By

Accepted Date



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **November 21, 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".

ASSURED FIRE SYSTEMS, 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, 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: **\$41,350.00** in the aggregate under the term of this Agreement.


Term of Agreement. The term of this base Agreement is from **October 15, 2019 through 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 §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.


☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certification ☒ Purchase Order(s)

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

Capistrano Unified School District

By: 
 Name: Lynn N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: November 20, 2019

Contractor

Signature: 
 Name: Howard Sukenik
 Title: CEO
 Address: 493 Starlight Ct.
Redlands, Ca. 92374
 Email Address: assuredfiresystems@gmail.com

Assured Fire Systems Inc.
 493 Starlight Ct.
 Redlands, CA 92374 US
 (909) 838-1855
 assuredfiresystems@gmail.com

Estimate

ADDRESS

Capistrano USD
 32972 Calle Perfecto
 San Juan Capistrano, CA
 92675

ESTIMATE # 1208

DATE 10/02/2019

EXPIRATION DATE 11/04/2019

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/02/2019	Service Annual/5yr. fire sprinkler inspections (wet systems only) and annual/5yr. fire hydrant inspection/maintenance from December 2019 thru January 2020 for the following school locations: Capistrano Valley HS, Oso Grander ES, Tijeras Creek ES, Las Flores ES, Ladera Ranch ES, San Clemente HS, Crown Valley ES, Marian Burgeson ES, Laguna Niguel ES, Niguel Hills MS, George White ES, John Malcolm ES, Hidden Hills ES, Canyon Vista ES, Oak Grove ES, Don Juan Avila ES, Aliso Viejo MS, Wood Canyon ES, Aliso Niguel HS, San Juan Hills HS, Viejo ES, Bathgate ES. These campuses have a total of 63 fire sprinkler risers (\$395/each) and 108 fire hydrants (\$95/each).	1	35,145.00	35,145.00
10/02/2019	Note: price is for inspections only and any necessary repairs will be quoted/completed on separate PO.			
10/02/2019	Service Request for an additional PO to cover repairs. Also, please include in this proposed PO the authorization to complete any repairs not to exceed \$500 per school without prior authorization that may arise during the inspection/maintenance process. Usually during the inspection processes in the past we have been given prior authorization to complete small repairs such as fire hydrant caps,	1	5,000.00	5,000.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	two way blue street reflectors, fire sprinkler head escutcheons, electric alarm bells, flow switches, gauges, small valves, signage, and similar types of small repairs.			
10/02/2019	Service Payment bond pass through-3%	1	1,205.00	1,205.00

C16-962961
E 2463

TOTAL

\$41,350.00

Accepted By



Accepted Date

10/21/19

Sheet1

Fee Schedule 2019/2020 School year

Service type	Price	Other
Annual fire sprinkler inspection(typical)	\$395/riser	no dry pipe or preaction systems
Five yr. Fire sprinkler inspection(typical)	\$395/riser	no dry pipe or preaction systems
non typical FDC back flush-additional	\$125/FDC	
Fire hydrant inspection-annual/5yr.	\$95/hydrant	
Replace flow switch on riser(2"-4")	\$425/each	
Replace 911 bell sign	\$35/each	
Replace riser pressure gauge	\$55/each	
Replace 2x6 aluminum riser signs	\$25/each	
Install new semi recessed escutcheon	\$25/each	
Install new concealed escutcheon	\$35/each	
Install new two way blue street reflector	\$25/each	
Install new 2-1/2" plastic hydrant cap	\$30/each	
Install new 4" plastic hydrant cap	\$40/each	
Vacuum out hydrant valve can debris	\$75/can	

Other repairs done on a lump sum bid basis

Sheet1

LOCATION	SERVICE DATE	ANNUAL/5YR	# RISERS	#HYDRANTS	OTHER
CAPISTRANO VALLEY HS	DEC/JAN	5YR.	7	9	
OSO GRANDE ES	DEC/JAN	ANNUAL	2	5	
TIJERAS CREEK ES	DEC/JAN	ANNUAL	1	4	
LAS FLORES ES/MS	DEC/JAN	ANNUAL	4	7	
LADERA RANCH ES/MS	DEC/JAN	ANNUAL	2	10	
SAN CLEMENTE HS	DEC/JAN	5YR.	13	5	FAILED 5YR LAST YR/ALARM ISSUES
CROWN VALLEY ES	DEC/JAN	ANNUAL		2	2 FIRE HOSES TO REPL
MARIAN BURGESSON ES	DEC/JAN	ANNUAL	1	2	
LAGUNA NEGUEL ES	DEC/JAN	ANNUAL	1	5	
NIGUEL HILL MS	DEC/JAN	ANNUAL		2	
GEORGE WHITE ES	DEC/JAN	ANNUAL	1	1	
JOHN MALCOM ES	DEC/JAN	ANNUAL	1	3	
HIDDEN HILLS ES	DEC/JAN	ANNUAL	1	2	
CANYON VISTA ES	DEC/JAN	ANNUAL	1	5	
OAK GROVE ES	DEC/JAN	ANNUAL	1	4	
DON JAUN AVILA ES/MS	DEC/JAN	ANNUAL	3	6	
ALISO VIEJO MS	DEC/JAN	ANNUAL	1	6	
WOOD CANYON ES	DEC/JAN	ANNUAL	1	4	
ALISO NIGUEL HS	DEC/JAN	ANNUAL	6	10	
SAN JUAN HILLS HS	DEC/JAN	5YR.	14	13	FAILED 5YR LAST YR/ALARM ISSUES
VIEJO ES	DEC/JAN	ANNUAL	1		
BATHGATE ES	DEC/JAN	ANNUAL	1	3	
TOTALS			63	108	

FIRST AMENDMENT TO PSA NO. 1920228

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SHARON MARIE GRANDINETTE
dba EXCEPTIONAL EDUCATIONAL SERVICES

This First Amendment to PSA No. 1920228 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Sharon Marie Grandinette dba Exceptional Educational Services (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on January 15, 2020, District's Board of Trustees approved an Agreement with Consultant for the term from December 1, 2019 through June 30, 2020 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. 1920228 to incorporate additional services as listed in Exhibit A-1 and increase the total contract value to \$10,500.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. Include services described in Exhibit A-1.
2. 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 \$10,500.00 in the aggregate under the term of this Agreement, as amended.
3. 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

Sharon Grandinette, M.S., Ed CBIST
Print Name

Executive Director, Contracts & Purchasing
Title

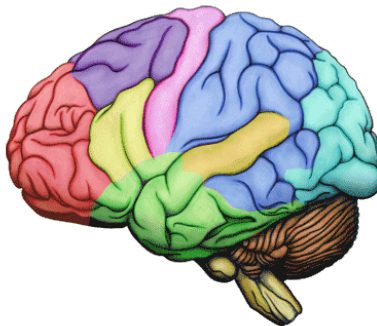
Special Education Consultant/Trainer
Title

Board Approval Date: May 20, 2020

Date: _____

Exceptional Educational Services

Sharon Grandinette, M.S. Ed., CBIST
Peggy Mazzearella, M.A., CBIS, AASE-TBI
Acquired Brain Injury Educational Consultants/Trainers
 326 Via San Sebastian
 Redondo Beach, CA 90277
 310-863-3160
 Shargrand326@gmail.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 |
| ❑ Development of assessment and recommendation report(s) | .75 hours per typed page |
| ❑ 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 |



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **January 16, 2020** ("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 **\$4,500.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **December 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: [Signature]
Name: Lynn N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date : January 15, 2020

Contractor

Signature: [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

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

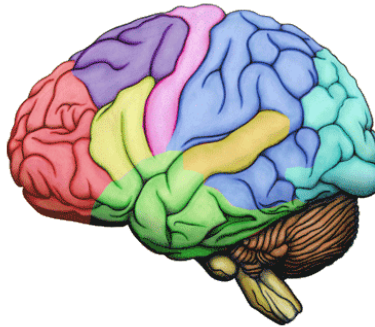
Refer to Articles 9 & 10

- ✓ Certification by Consultant Criminal Records Check

- ✓ W-9

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



FEE SCHEDULE: School Districts

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❑ Assessment	\$175.00 hour
❑ Review of files	\$175.00 hour
❑ Development of consultation report	\$175.00 hour
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❑ Preparation for training	\$175.00 hour (3-4 hours)
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○ 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

**PROJECT ADDENDUM
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

This Project Addendum to Agreement for Architectural Services (“**Addendum**”) is made as of **May 21, 2020**, and forms a part of the Agreement for Architectural Services between **Capistrano Unified School District**, a California public school district (“**District**”) and **Wolff Lang Christopher Architects, Incorporated dba WLC Architects, Incorporated** (“**Architect**”) (collectively “**Parties**”) dated on or about **April 17, 2017** (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

Philip Reilly Elementary School Shade Structure, located at 24171 Pavion, Mission Viejo, Ca. 92692, as further described in the Project Scope attached hereto as Exhibit “A”.

The scope of work may include, but is not limited to the following, plus the following assumptions:

Field verify existing conditions, prepare construction documents, prepare bid documents, and provide construction administration for the Philip Reilly Elementary School Shade Structure project.

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement shall remain in full force and effect.

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect’s firm shall be associated with the Project in the following capacities:

Principal in Charge:	<u>Bruce Ou</u>
Principal:	_____
Project Director:	_____
Project Architect:	_____

- 3.2.1. The Architect agrees to contract for or employ at Architect’s expense, the following Consultant(s) to be associated with the Project in the following capacities:

Electrical:	<u>DCGA Engineers</u>
Mechanical:	<u>DCGA Engineers</u>
Structural:	_____
Civil:	<u>Ware Malcomb</u>
Landscape:	_____
Food Service:	_____
Acoustics (Optional):	_____
Estimating:	_____
Other:	_____

- 3.3. All proposed Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District reserves the right to replace any consultant in the best interest of the Project.

PROJECT ADDENDUM – AGREEMENT FOR ARCHITECTURAL SERVICES

**Capistrano USD & Wolff Lang Christopher Architects, Philip Reilly Elementary School Shade Structure Project
Incorporated dba WLC Architects, Incorporated**

- 3.4. The Architect shall not change any of the key personnel or Consultants listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

Article 6. Fee and Method of Payment

- 6.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed thirty eight thousand six hundred forty seven dollars (\$38,647.00). The Fee is based on 11.49% of

the Construction Cost Budget, including all Consultant(s)' fee(s).

[OR]

An amount not to exceed _____ percent (____%) of the Construction Cost Budget, including all Consultant(s)' fee(s).

[OR]

An amount equal to _____ percent (____%) of the Construction Cost Budget. The estimated Construction Cost Budget at the time of execution of this Agreement is _____ dollars (\$____), therefore the estimated fee is _____ dollars (\$____). (\$_____ x 0.____ = \$____). The Fee shall adjust based on the Construction Cost Budget at the end of the Design

PROJECT ADDENDUM – AGREEMENT FOR ARCHITECTURAL SERVICES

Capistrano USD & Wolff Lang Christopher Architects, Philip Reilly Elementary School Shade Structure Project
Incorporated dba WLC Architects, Incorporated

Development Phase. At that time, the Parties shall set the Fee as a fixed fee based on the Construction Cost Budget at that time. **[USE THIS LANGUAGE ONLY WHEN YOU WANT TO FIX THE FEE AT A SPECIFIC POINT IN THE DESIGN PROCESS—HERE IT IS SET AT THE END OF DESIGN DEVELOPMENT. DO NOT USE THIS LANGUAGE IN INSTANCES WHEN YOU ARE PAYING A PERCENTAGE OF THE CONSTRUCTION COST BUDGET THROUGH COMPLETION, INCLUDING CHANGE ORDERS.]**

- 6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit “D.”**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit “D.”**
- 6.4. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect’s error or omission.
- 6.5. The Architect’s Fee set forth in this Agreement shall be full compensation for all of Architect’s Services incurred in the performance hereof as indicated in **Exhibit “D.”**
- 6.6. Regardless of the structure of Architect’s Fee, the Architect’s Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

Exhibit “A,” Section I (MEETINGS / SITE VISITS / WORKSHOP)

Add the following to indicate the number of meetings for each Phase indicated in the following sections:

- 9.3. Meetings During Project Initiation Phase (as needed (___) meeting (s))
- 9.4. Initial Site Visits (as needed (___) meeting (s))
- 9.5. Meetings During Architectural Program (as needed (___) meeting (s))
- 9.6. Meetings During Schematic Design Phase (as needed (___) meeting (s))
- 9.7. Meetings During Design Development Phase (as needed (___) meeting (s))
- 9.7.2. Value Engineering Workshop (as needed (___) meeting (s))
- 9.8. Meetings During Construction Documents Phase (as needed (___) meeting (s))
- 9.9. Meetings During Bidding Phase (as needed (___) meeting (s))

Exhibit “B,” Section K (CRITERIA AND BILLING FOR EXTRA SERVICES)

Replace Section 10. with the following:

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Work and shall not be changed for the term of the Agreement, unless agreed to in writing by the Parties and approved by the District’s Board.

BASIC HOURLY RATE SCHEDULE	
Job Title	Hourly Rate
Principal	\$245.00
Senior Project Director	\$215.00
Project Director	\$215.00
Senior Project Manager	\$195.00
Managing Professional	\$195.00

PROJECT ADDENDUM – AGREEMENT FOR ARCHITECTURAL SERVICES

**Capistrano USD & Wolff Lang Christopher Architects, Philip Reilly Elementary School Shade Structure Project
Incorporated dba WLC Architects, Incorporated**

Senior Professional	\$195.00
Professional	\$165.00
Professional Staff	\$165.00
Intermediate Staff	\$115.00
Staff	\$115.00
Support Specialist	\$115.00
Clerical Staff	\$115.00
Intern	\$95.00

CONSULTANTS	
Job Title	Hourly Rate
Managing Principal	\$225.00
Senior Vice President/Regional Vice President	\$210.00
Director of Cost Management	\$200.00
Senior Cost Manager	\$180.00
Cost Manager	\$155.00
Cost Management Technician/Coordinator	\$130.00

Exhibit "C" (SCHEDULE OF WORK)

Add the following to indicate the schedule for Architect's performance of the Project:

Phase	Date to be Completed or Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
Pre- Design/Architectural Program Development Phase:	1 days
For Schematic Design Phase:	7 days
For Design Development Phase:	7 days
For Construction Documents Phase:	30 days
For Bidding Phase:	30 days
For Construction Administration Phase:	90 days
For Close Out:	October, 2020

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Dated: May 20, 2020

Dated: _____, 20__

Capistrano Unified School District

**Wolff Lang Christopher Architects, Incorporated dba
WLC Architects, Incorporated**

By: _____

By: _____

Print Name: Lynh N. Rust

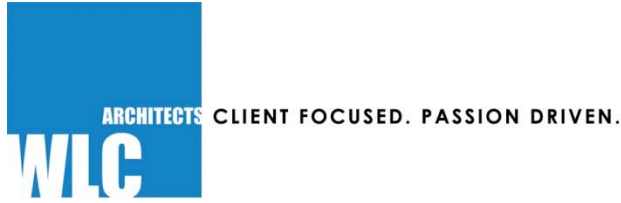
Print Name: Bruce Ou

Print Title: Executive Director, Contracts &
Purchasing

Print Title: Principal

PROJECT ADDENDUM – AGREEMENT FOR ARCHITECTURAL SERVICES

**Capistrano USD & Wolff Lang Christopher Architects, Philip Reilly Elementary School Shade Structure Project
Incorporated dba WLC Architects, Incorporated**



April 27, 2020

Mr. John G. Forney
Chief Facilities Officer
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675-4859

Re: Architectural/Engineering Fee Proposal
Philip Reilly Elementary School Shade Structure

Dear John:

WLC Architects is pleased to submit a proposal to provide architectural and construction administration services for the project listed above.

Scope of Work:

WLC Architects will assist the District with the following:

1. Field verify existing conditions.
2. Prepare Construction Documents.
3. Prepare Bid Documents.
4. Provide construction administration.

Excluded Services:

1. Plan check fees.
2. Fire hydrant flow testing.
3. Geotechnical Investigations
4. Hazardous Materials Studies and Report
5. SWPPP and WQMD Studies

Contract Format:

Extension of the District's Owner-Architect Agreement.

Mr. John G. Forney
Architectural/Engineering Fee Proposal
Philip Reilly Elementary School Shade Structure
Capistrano Unified School District
April 27, 2020
Page 2

Proposed Compensation:

Fee Proposed for Philip Reilly Elementary School Shade Structure

WLC proposes to provide the architectural services described above for the Philip Reilly Elementary School Shade Structure project for a fixed fee of \$30,000.00.

Refer to the following attachments for list of scopes and cost estimates:

- Philip Reilly Elementary School Shade Structure Estimates
- Philip Reilly Elementary School Shade Structure Scope Site Plan

Reimbursable Expenses:

Reimbursables will be limited to bid sets and any DSA required submittals.

Project Schedule:

In preparing this proposal, WLC understands that the District would like to perform this work in the near future and time is of the essence. WLC will do everything possible to expedite the timely delivery of our services.

I hope this proposal meets the District's needs at this time. If this proposal is acceptable, we would propose to invoice for this effort against the project listed above.

Sincerely,



BRUCE OU
Architect, AIA
NCARB, LEED™ AP
Principal

BO:gs/20031-mkt

Attachments: Philip Reilly Elementary School Shade Structure Estimates
Philip Reilly Elementary School Shade Structure Scope Site Plan



Philip Reilly Elementary School Shade Structure



April 24, 2020

Percent
FactorPercent
Project

Budgeted Amount

Estimated OPSC
Funding**A. ESTIMATED CONSTRUCTION (HARD) COSTS**

1	Add (2) 30'x54' Meramec Shade Structure - (approx 3,000 SF to match existing)		\$	110,000
2	Demolition + Site Prep		\$	30,000
3	Tax + Shipping + Installation		\$	30,000
4				
5				
6				
7				
8				
9				
10	Subtotal:		\$	170,000
11	DSA Contingency Upgrade		\$	30,000
12				
13	Subtotal:		\$	30,000
14	Available for Construction (Prime Contractor Bids)	54.6%	\$	200,000
15	Construction Estimate Contingency	10.0%	\$	20,000
16	Subtotal:	60.0%	\$	220,000
17	GC's General Conditions Costs	8.0%	\$	16,000
18	Subtotal:	64.4%	\$	236,000
19	GC's Fees	5.0%	\$	10,000
20	BID CONTINGENCY (Escalation)	2.0%	\$	4,920
21	TOTAL ESTIMATED CONSTRUCTION COST:	68.4%	\$	250,920

State Grants

\$	-
\$	-
\$	-

\$ -**B. ESTIMATED PROJECT (SOFT) COSTS**

22	Site Surveys / Topos	lump sum	\$	5,000	\$	-
23	Site Geotech / Soil Borings	lump sum	\$	10,000	\$	-
24	Furniture, Fixtures, Equipment (FFE) Allowance	lump sum			\$	-
25	Architect/Engineer Fees	lump sum	\$	30,000		
26	CM's Fee	lump sum	\$	30,000		
27	DSA Plancheck Fees	2.85%	\$	7,147		
28	CDE Project Review Fees	0.07%	\$	-		
29	DTSC/HAZMAT Environmental Consultant/Fees	0.35%	\$	-	\$	-
30	CEQA Consultant	1.00%	\$	-		
31	Utility City/County Fees & Inspections	lump sum	\$	-		
32	DSA Inspector of Record	lump sum	\$	17,000		
33	Special Inspection + Materials Testing	3.00%	\$	7,528		
34	Labor Compliance Program Administration		\$	-	\$	-
35	Reimbursable	0.75%	\$	1,500		
36	Subtotal:	29.5%	\$	108,175	\$	-
37	PROJECT CONTINGENCY (District reserve added cost)	3.00%	\$	7,528		
38	TOTAL ESTIMATED SOFT COST:	31.6%	\$	115,703		

39	TOTAL ESTIMATED PROJECT BUDGET:	\$	366,623
40	PROJECT ELIGIBILITY (OPSC APPROVED):	\$	-
41	DISTRICT LOCAL FUNDING:	\$	366,623
42	TOTAL AVAILABLE FUNDING:	\$	366,623

PREPARED BY ARCHITECT:

APPROVED BY DISTRICT:

X

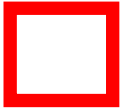
X

PHILIP REILLY ELEMENTARY SCHOOL

PROPOSED PROJECT SCOPE LIST



NEW (2) 30' X 54' MERAMEC
SHADE STRUCTURE - APPROX 3,000 SF



24171 PAVION, MISSION VIEJO, CA 92692



NEW SHADE STRUCTURE

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Prepared by: John Forney, Chief Facilities Officer

Date: May 20, 2020

Board Item: Change Order No. 1, Bid No. 1920-04, Aliso Niguel High School STEM Building Project

HISTORY

Ten bids were received and opened on November 5, 2019 for the Aliso Niguel High School STEM Building Project. The bidder offering the lowest base price was used to determine the lowest responsive bidder. New Dynasty Construction Company was the lowest responsive bidder at \$10,954,576. This project is funded by CFD 87-1 and if necessary, earned interest and land sale revenue.

BACKGROUND INFORMATION

The Board approved the Award of Bid No. 1920-04 in the amount of \$10,954,576 to New Dynasty Construction Company at the December 11, 2019 Board meeting.

CURRENT CONSIDERATIONS

Change Order No. 1 is related to internet drops and tile specifics adjustments made in order to meet District standards. 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.

FINANCIAL IMPLICATIONS

The financial implications related to this agenda item are detailed in the attached exhibit for Change Order No. 1 to Bid No. 1920-04 in the amount of \$14,743.80 bringing the total project cost up from \$10,954,576 to \$10,969,319.80. With this change order, the project remains under budget.

STAFF RECOMMENDATION

It is recommended the Board approve Change Order No. 1 to Bid No. 1920-04, Aliso Niguel High School STEM Building Project in the amount of \$14,743.80.

PREPARED BY: John Forney, Chief Facilities Officer

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



CONSTRUCTION

DEPARTMENT

CHANGE ORDER

NO. 1

PROJECT:

Aliso Niguel High School
STEM Building Project
28000 Wolverine Way
Aliso Viejo, CA 92656

OWNER:

Capistrano Unified School District

CM FIRM:

TELACU Construction Management

ARCHITECT:

WLC Architects

ARCHITECT PROJECT

1724900

#:

BID NUMBER:

1920-04

DATE:

4/15/2020

CONTRACTOR:

New Dynasty Construction Company
3002 Dow Ave., Suite 204
Tustin, CA 92780

ITEM NO.	DESCRIPTION	WORK ORDER	AMOUNT
1	Per District request, Construction Change Directive B002R was issued and the contractor was instructed to add Cat6 pathways for future IP clocks to each classroom. I pathways and installation of vape detection systems were also added to student restrooms.	1	\$ 8,797.96
2	Per District request, Construction Change Directive 03 was issued to have the project's tile changed from Daltile to American Olean in restrooms.	2	\$ 5,945.84

TOTAL AMOUNT: \$ 14,743.80

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:	\$ 10,954,576.00
Net Changes by previously authorized change orders:	\$ -
The contract sum prior to this change order was:	\$ 10,954,576.00
The contract sum will be changed by this change order in the amount of:	\$ 14,743.80
New Contract Sum Including This Request for Change Order	\$10,969,319.80

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, Architect and Owner.

CONTRACTOR

New Dynasty Construction Company
3002 Dow Ave., Suite 204
Tustin, CA 92780

By:

Date:

04/29/20

ARCHITECT

WLC Architects
8163 Rochester Ave., Suite 100
Rancho Cucamonga, CA 91730

By:

Bruce Ou Digitally signed by Bruce Ou
DN: cn=Bruce Ou, o=WLC Architects, ou=Architects, email=bruce.ou@wlcarchitects.com, c=US

Date:

04/29/2020

OWNER

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

By:

John Forney DocuSigned by:
1E0583C9708A44D

Date:

4/30/2020

Change Order Log



Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Project: Aliso Niguel High School STEM Building		
Original Contract Value:	\$	10,954,576.00
Current Contract Value:	\$	10,969,319.80

Change Order Summary	Code	Percent Change	Amount
Scope Change	SC	0.13%	\$ 14,743.80
Value Engineering	VE	0.00%	\$ -
Unforeseen Conditions	UC	0.00%	\$ -
Code Requirements	CR	0.00%	\$ -
Errors & Omissions	EO	0.00%	\$ -
Total		0.13%	\$14,743.80

Board						
Change Order No.	Approval Date	Work Order No.	Date	Subject	Status	Change Order Code Amount
01	5/20/2020	001	4/15/2020	Installation of pathway for IP clocks & vape detection systems	PENDING	SC \$ 8,797.96
01	5/20/2020	002	4/15/2020	CCD-03 Change in tile from Daltile to American Olean	PENDING	SC \$ 5,945.84
Change Order 01 Total						\$14,743.80
Grand Total						\$14,743.80

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

SITE: Aliso Niguel High School

PROJECT: Aliso Niguel High School STEM Project

ARCHITECT: WLC

WORK ORDER

NO. 01

SUBJECT: CCD-02R CAT6 cable for IP Clocks and Vape Sen.Sys.

DATE: 04/15/2020

TO:NAME: Sherwin Chegini
COMPANY: New Dynasty Construction Co.**FROM:**NAME: Michael Clem
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

Per District request, Construction Change Directive B002R was issued and the contractor was instructed to add Cat6 pathways for future IP clocks to each classroom. Pathways and installation of vape detection systems were also added to student restrooms.

NO.	ITEM DESCRIPTION	AMOUNT
1	Installation of pathway for IP clocks & installation of vape detection systems.	\$ 8,797.96

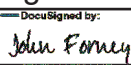

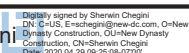
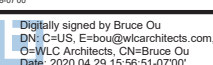
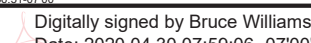
It is understood that this Work Order will be effective when signed by Kirsten Vital. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. 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 Word Order, unless otherwise provided in the Work Order.

COST:

- ☒ LUMP SUM \$ 8,797.96 ☐ NOT TO EXCEED \$ _____
- ☐ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS.
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

TIME:

- ☒ NO CHANGE ☐ TIME IMPACT UNKNOWN ☐ IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT _____ DAYS.
- ☐ WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS: _____ DAYS: _____. THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FOLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

Signature	Date
CUSD - John Forney 	4/30/2020
Construction Manager Michael Clem 	04/15/2020
General Contractor Sherwin Chegini 	4/29/20
Architect of Record Bruce Ou 	4/29/2020
Inspector of Record Bruce Williams 	4/29/20

New Dynasty Construction Co
Change Order Request

04/02/20	CHANGE ORDER REQUEST NUMBER: 01R
PROJECT:	Aliso Niguel High School Stem Addition
LOCATION:	28000 Wolverine Way, Aliso Viejo
PREPARED BY:	Sherwin Chegini

REASON FOR CHANGE:
CCD-02R Category B

SCOPE OF WORK:
Provide and install CAT 6 cable and associated boxes for IP clocks & IP-POE vaping sensor system per attached drawings E2.12 & E2.22. CAT 6 to be installed free air with J-hooks

		TIME EXTENSION	
DATE COMPLETED:		DAYS FOR THIS CHANGE ORDER	5
COST BREAKDOWN:	\$ 8,299.96		
TIME and MATERIALS or LUMP SUM:	0.00		

SUBCONTRACTORS COST	8299.96
MATERIAL COST	0.00
LABOR COSTS	0.00
MISCELLANEOUS COSTS	0.00
GENERAL CONDITIONS	DAYS @ PER DAY
	5% TOTAL COSTS 8299.96
	OVERHEAD 415.00
	SUBTOTAL 8714.96
	1% BONDING & INSURANCE 83.00
	SUBTOTAL 8797.96

TOTAL FOR THIS CHANGE ORDER	8797.96
-----------------------------	---------

I APPROVE AND AUTHORIZE THE ABOVE REFERENCED SCOPE OF WORK AND BILLING			
Sherwin Chegini	Project Manager		
NAME (PLEASE PRINT)	SIGNATURE	TITLE	DATE

Michael Clem			
NAME (PLEASE PRINT)	SIGNATURE	TITLE	DATE

New Dynasty Construction Co
Change Order Request

SUB CONTRACTORS

NAME	TRADE	SCOPE OF WORK	TOTAL
RDM Electric Co.	Electric	CCD-02	\$ 8,299.96
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL FOR SUB CONTRACTORS			\$ 8,299.96

MATERIALS

UNIT	DESCRIPTION	QUANTITY	Price	TOTAL
				\$ -
TOTAL MATERIALS				\$ -

LABOR COSTS

NAME	TRADE	WORK DONE	HOURS	RATE	TOTAL
					\$ -
TOTAL LABOR					\$ -

MISCELLANEOUS

ITEM	DESCRIPTION OF USE	COST
		\$ -
		\$ -
TOTAL MISCELLANEOUS		\$ -



Change Order Request

RDM CO #: 02R1

Project: Aliso Niguel High School Stem Building
RDM Job # 20-01
Date: 4/1/2020
Reference: CCD-002R Category B

Description of Work

The below price reflects the cost of providing labor and materials indicated on the CCD-002R category B to install school district provided materials IP NOVA PRO clock and IP--POE Vaping sensor. Please note that CAT6 cable shall be install free air with J-hooks.

Material Cost (See Attached Backup)			\$442.75
Direct Job Expenses (See Attached Backup)			
Sales Tax	Aliso Viejo*	7.75%	\$34.31
Freight / Delivery Expense	1	\$95	\$95.00
Service Truck	1	\$75	\$75.00
		Mark up	15.00%
			\$97.06
		Material, DJE's & Freight Subtotal:	\$744.12

	Man Hours	Rate	Total
Electrician Labor Straight Time	18.24	\$83.99	\$1,531.98
Electrician Labor Overtime	0.00	\$113.26	\$0.00
Electrician Labor Double Time	0.00	\$134.63	\$0.00
Equipment Operator*	0.00	\$175.00	\$0.00
Material Handling & Clean Up	0.91	\$83.99	\$76.60
Foreman Labor Straight Time	1.92	\$84.68	\$162.18
Field Superintendent Labor Straight Time	0.63	\$88.45	\$55.90
	Rental Per Day	Days	
Equipment/Tool Rental	No Rental	\$0.00	\$0.00
Transportation	No Rental	\$0.00	One Time Charge
			\$0.00
		Mark up	15.00%
			\$274.00
*Includes Equipment and Man Hours			
Labor and Equipment Subtotal:			\$2,100.66

Subcontract Work (See Attached Sub Quote(s))

\$5,195.41

Integrated Communication & Data (ICD)

Mark Up 5% \$259.77

Subcontractor Subtotal: \$5,455.18

Payment and Performance Bond @ 0.00% **\$0.00**

*Note - Additional work outlined in this proposal will not be bonded.

Change Order Request Grand Total: \$8,299.96

Price Firm for: 15 Day(s)
 A Contract Time Extension of: 5 Day(s) is Requested
 Prepared By: *Angel Cruz* Date: 4/1/2020
 Approval: Date:

Aliso Niguel HS CO #01R1 (CCD #002R)

Job Number: 1500

Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
--- 01 Underground Feeder Raceway ---								
1733	2"x12" GRC Sleeve	13	1,553.84	C	202.00	0.60	E	7.80
2470	4" Square x 1-1/2" Deep Box w/bkt (1/2&3/4 KO's)	16	999.91	C	159.99	0.30	E	4.80
--- 01 Underground Feeder Raceway Total ---					361.99			12.60
--- 05 Feeder Wire ---								
7114	Ground Screw with Bare Pigtail	16	162.75	C	26.04	2.00	C	0.32
--- 05 Feeder Wire Total ---					26.04			0.32
--- 07 Switchgear ---								
6133	Red Wirenuts	48	230.00	M	11.04	3.50	C	1.68
7123	6X1/4" Pan Head Tapping Screw	64	2.62	C	1.68	0.01	E	0.64
1234713	Firestop (Tube)	6	7.00	E	42.00	0.50	E	3.00
--- 07 Switchgear Total ---					54.72			5.32
Job Total								
					442.75			18.24

405 Fleetwood place, Glendora, Ca 91740
(626)914-2119 Fax (626)963-2498

DATE: 4/1/2020 TITLE: Added Data For Clocks And Sensors

222 of 418



New Dynasty Construction Co. • 3002 Dow Avenue, Suite 204, Tustin CA 92780 • T: 949.502.6400

CONSTRUCTION CHANGE DIRECTIVE

CCD # 002R - Category ☐ A or ☒ B

To All Concerned Subcontractor:

YOUR PROMPT RESPONSE IS REQUIRED.

Please review and advise if the Construction Change Directive (CCD) attached has any cost (add or credit) or schedule impact related to your work. Please check appropriate box(s) below and e-mail your response with all corresponding documents to Sherwin Chegini (sherwin@new-dc.com) and Joy Ward (jward@new-dc.com).

- ☒ Cost Impact (☐ add or ☐ deduct) \$ \$8,299.96 (attach detailed cost breakdown)
- ☐ No Cost or Schedule Impact;
- ☒ Schedule Impact 5 days (attach a detailed explanation/reason for any delay)
- ☐ No Schedule Impact
- ☐ Additional information required (attach supporting documents as deemed necessary)

Please note if no response is received indicating cost or schedule impact, as it applies, within seven (7) days from receipt of this e-mail notification, we will consider the matter closed and incorporated such into your overall contract work.

Signature: _____ Date: 4/1/2020

CONTRACTOR NAME: RDM Electric Co. Inc

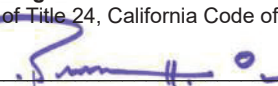


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APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>)			
Deferred Submittal	Addendum Number:	Revision Number:	CCD Number: 002R Category A <input type="checkbox"/> or B <input checked="" type="checkbox"/>
2. PROJECT INFORMATION:			
School District/Owner: Capistrano Unified School District		DSA File Number: 30-9	
Project Name/School: Aliso Niguel High School STEM Addition		DSA Application Number 04 117480	
3. APPLICANT INFORMATION:			
Date Submitted: 03/04/20		Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? 2	
Firm Name: WLC Architects, Inc.		Contact Name: Steve Stearns	
Work Email: sstearns@wlcarchitects.com		Work Phone: (909) 821-1605	
Firm Address: 8163 Rochester Avenue, Suite 100		City: Rancho Cucamonga	State: CA Zip Code: 91730
4. REASON FOR SUBMITTAL: (Check applicable boxes)			
For revision or addendum prior to construction.		For a project currently under construction.	
For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.			
To obtain DSA approval of an existing uncertified building or buildings.			
<input checked="" type="checkbox"/> For Category B CCD this is: <input checked="" type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:			
Name of the Design Professional In General Responsible Charge: Bruce Ou			
Professional License Number: C34832		Discipline: Architect	
Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature: 			
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE			
6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:			
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that all post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): Contractor to provide and install CAT6 cable and associated boxes for IP Clocks and IP-POE Vaping Sensor System per the attached Drawings E2.12 and E2.22.			
List of DSA-approved drawings affected by this post-approval document: E2.12 and E2.22			

DSA USE ONLY					Returned		DSA STAMP
SSS _____ Date _____	Approved	Disapproved	Not Required	Date:			
Comments: _____				By:			
FLS _____ Date _____	Approved	Disapproved	Not Required				
Comments: _____							
ACS _____ Date _____	Approved	Disapproved	Not Required				
Comments: _____							

ARCHITECT

WIG

SOUTHERN CALIFORNIA

6183 ROCHESTER AVENUE, SUITE 100
CARLSBAD, CA 92008
TEL: 760-441-2909
WWW.WIGARCHITECTS.COM

ALISO NIGUEL HIGH SCHOOL STEM BUILDING

CAPISTRANO UNIFIED SCHOOL DISTRICT

28000 WOLVERINE WAY, ALISO VIEJO, CA 92656

SEAL

STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ARCHITECT

NO. 10021713

DATE 07/10/18

SEAL

STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ELECTRICAL ENGINEER

NO. 10021713

DATE 07/10/18

CONSULTANT

ONE SPECIALTY, INC.

10000 WILLOW PARK DRIVE, SUITE 100
ALISO VIEJO, CA 92656
TEL: 714-941-1740
FAX: 714-941-1741
WWW.ONE-SPECIALTY.COM

PROJECT INFORMATION

PROJECT NO.

10021713

PROJECT NAME

ALISO NIGUEL HIGH SCHOOL STEM BUILDING

PROJECT LOCATION

28000 WOLVERINE WAY, ALISO VIEJO, CA 92656

PROJECT NUMBER

1724900

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	07/10/18	TSQ	ISSUED FOR PERMIT

DRAWN

TSQ

CHECKED

TSQ

DATE

07/10/18

SCALE

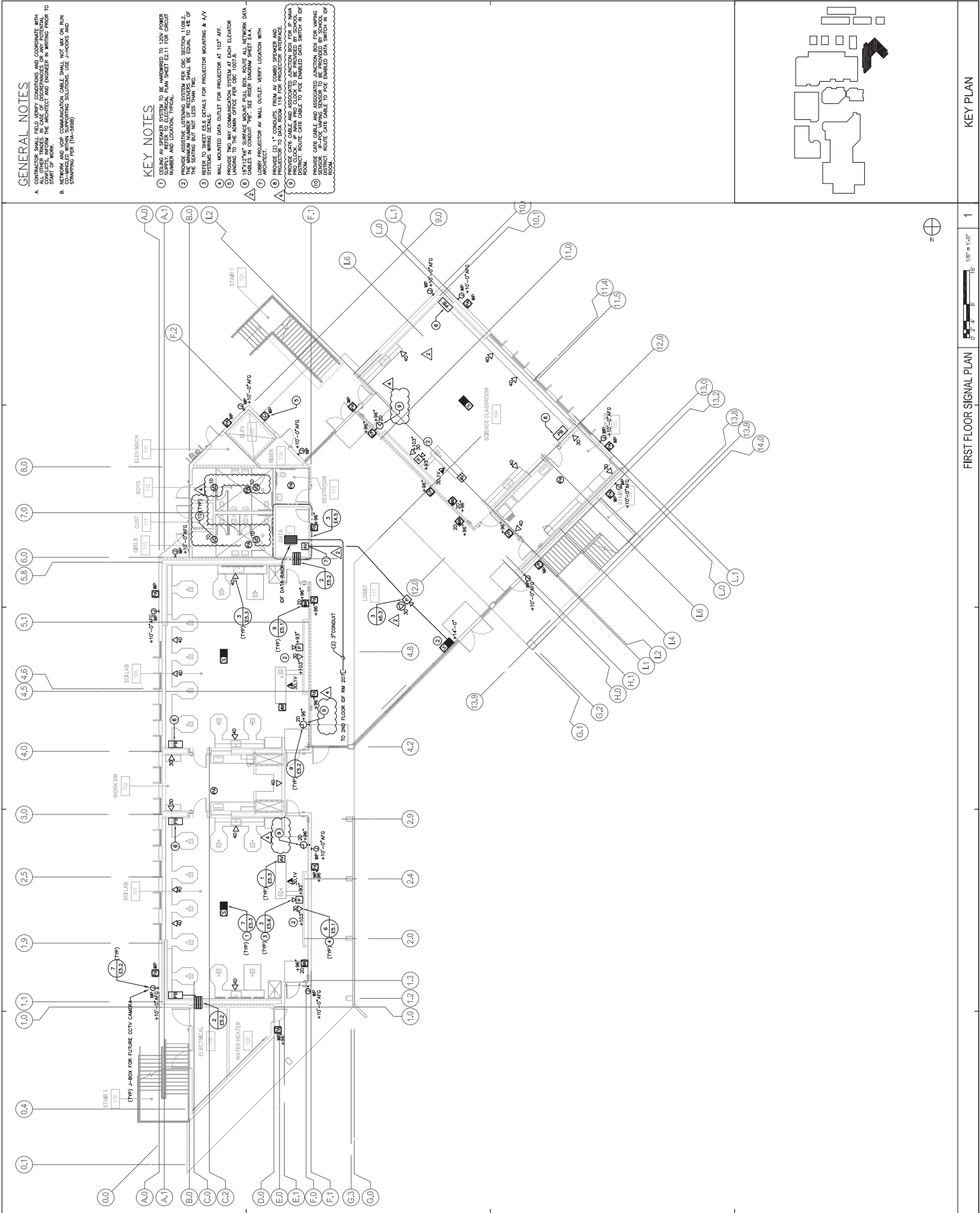
AS INDICATED

PROJECT NUMBER

1724900

FIRST FLOOR SIGNAL PLAN

E2.12



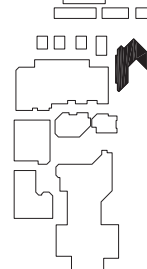
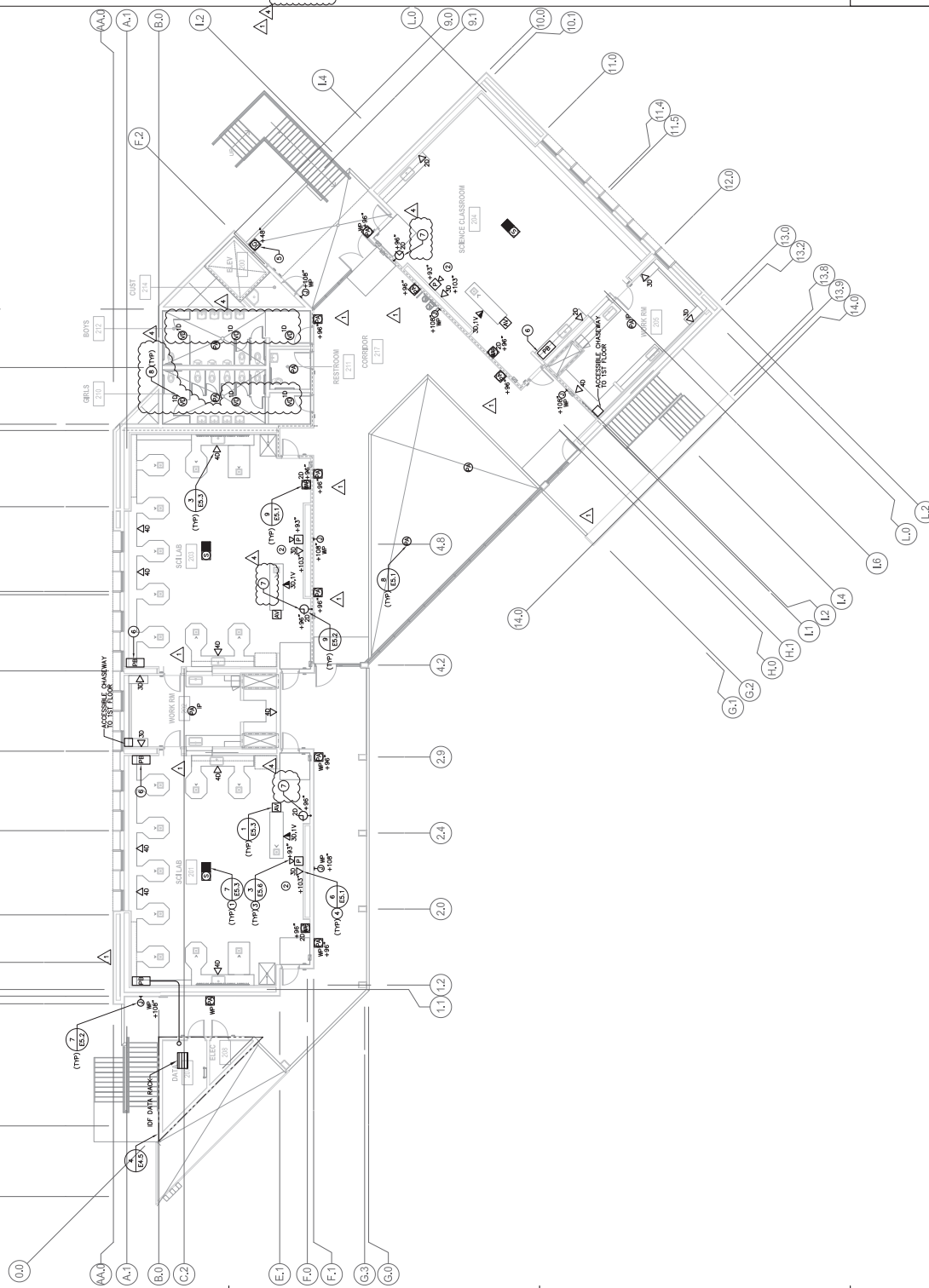
[illegible]

**SECOND FLOOR
SIGNAL PLAN**

DRAWING
NUMBER:
E2.22

4. CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND COORDINATE WITH ALL OTHER TRADES IN CASE OF DISCREPANCIES OR ANY POTENTIAL CONFLICTS. INFORM THE ARCHITECT AND ENGINEER IN WRITING PRIOR TO START OF WORK.

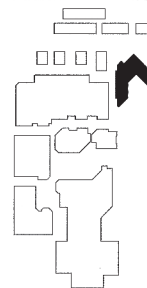
5. NETWORK/VOIP COMMUNICATION CABLE SHALL NOT MIX ON RUN CO-MINGLED WITH SUPPORTING SOLUTIONS. USE J-HOOKS AND STRAPPING PER (TIA-5689B)

[illegible]

KEY PLAN

SECOND FLOOR SIGNAL PLAN

1



REVISIONS		NO	DATE	BY	DESCRIPTION
1		02/04/19			REVISION 1

DRAWN: TSQ	CHECKED: TSQ
DATE: 07/10/18	SCALE: As indicated
PROJECT NUMBER: 1724900	

**FIRST FLOOR
SIGNAL PLAN**

DRAWING
NUMBER:
E2.12



**ALISO NIGUEL HIGH SCHOOL STEM
BUILDING**
CAPISTRANO UNIFIED SCHOOL DISTRICT
28000 WOLVERINE WAY, ALISO VIEJO, CA 92656

CLIENT FOCUSED • PASSION DRIVEN

SOUTHERN CALIFORNIA
8163 ROCHESTER AVENUE, SUITE 100
RANCHO CUCAMONGA
CALIFORNIA 91730-0729

TEL: 909-967-0909
www.vicarchitects.com

WIG
ARCHITECTS

GENERAL NOTES

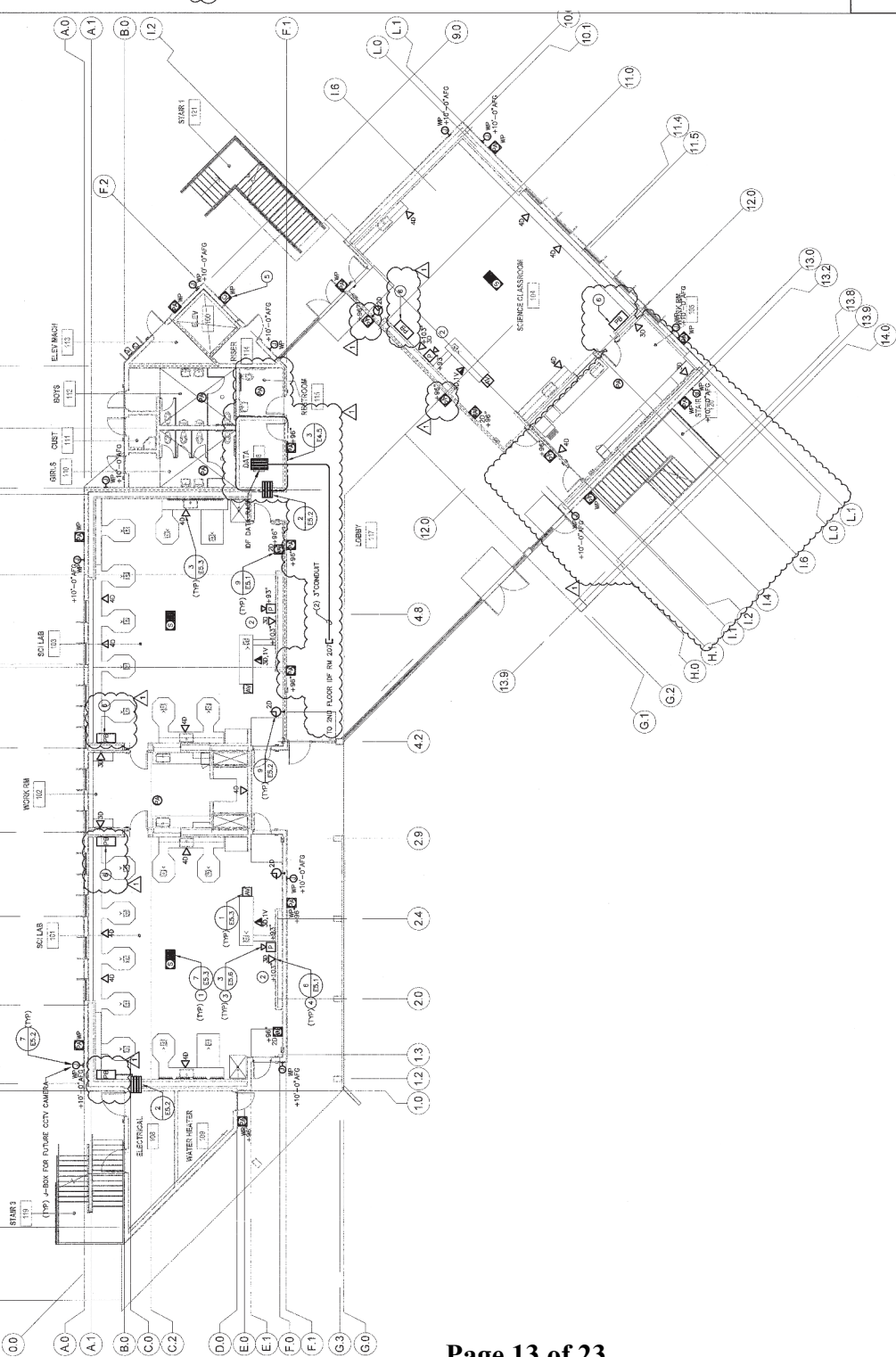
CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND COORDINATE WITH ALL OTHER TRADES IN CASE OF DISCREPANCIES OR CONFLICTS. POTENTIAL CONFLICTS, INFORM THE ARCHITECT AND ENGINEER IN WRITING PRIOR TO START OF WORK.

NETWORK AND VOIP COMMUNICATION CABLE SHALL NOT MIX ON RUN CO-MINGLED WITHIN SUPPORTING SOLUTIONS. USE J-HOOKS AND STRAPPING PER (TIA-568B)

KEY NOTES

1. CEILING A/V SPEAKER SYSTEM TO BE HANGING, TO 125W POWER SUPPLY. REFER TO ELECTRICAL PLAN SHEET E3.11 FOR CIRCUIT NUMBER AND LOCATION. TYPICAL.
2. PROVIDE ASSISTING LISTENING SYSTEM PER CBC SECTION 1108.2. THE SYSTEM SHALL BE INSTALLED IN THE REAR OF THE THEATRE. THE SOUNDING SHALL NOT BE LESS THAN TWO.
3. REFER TO SHEET E5.6.6 DETAILS FOR PROJECTOR MOUNTING & A/V SYSTEMS WIRING DETAILS.
4. WALL MOUNTED DATA OUTLET FOR PROJECTOR AT "RST" AFF.
5. PROVIDE TWO NO. COMMUNICATION SYSTEM AT EACH ELEVATOR LANDING TO BE ADJACENT TO THE STAIRS. SEE SHEET E5.6.6.6.
6. 11x17"74" SURFACE MOUNT PULL BOX, ROUTE ALL NETWORK DATA CABLES IN CONDUIT "PER" SEE REAR DRAWING SHEET E4.6.

APPROVED
DIVISION OF THE STATE ARCHIST
AES SL BS TB SS LR
NOV 14 7 40 AM DATE SEP 25 2019





**CAPISTRANO UNIFIED SCHOOL DISTRICT**

SITE: Aliso Niguel High School

PROJECT: Aliso Niguel High School STEM Project

ARCHITECT: WLC

WORK ORDER

NO. 02

SUBJECT: CCD-03 Change in Tile from Daltile to American Olean

DATE: 04/15/2020

TO:

NAME: Sherwin Chegini
COMPANY: New Dynasty Construction Co.

FROM:

NAME: Michael Clem
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

Per District request Construction Change Directive 03 was issued to have the projects tile changed from Daltile to American Olean in restrooms.

NO.	ITEM DESCRIPTION	AMOUNT
1	CCD-03 Change in tile from Daltile to American Olean.	+ \$ 5,945.84

It is understood that this Work Order will be effective when signed by Kirsten Vital. 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 amount of the charges (if applicable) under the Work Order is limited to \$25,000. 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 Word Order, unless otherwise provided in the Work Order.

COST:

- ☒ LUMP SUM \$ 5,945.84 ☐ NOT TO EXCEED \$ _____
- ☐ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS.
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

TIME:

- ☒ NO CHANGE ☐ TIME IMPACT UNKNOWN ☐ IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT _____ DAYS.
- ☐ WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS: _____ DAYS: _____. THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FOLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

Signature	Date
CUSD - John Forney <small>DocuSigned by: John Forney 1F0593C9706A44D...</small>	4/30/2020
Construction Manager Michael Clem <small>Digitally signed by Michael Clem DN: C=US, E=mclem@telacu.com, O=TELACU CONSTRUCTION MANAGEMENT, OU=TELACU, CN=Michael Clem Reason: I am approving this document Date: 2020.04.15 12:29:01-0700'</small>	04/15/2020
General Contractor Sherwin Chegini <small>Digitally signed by Sherwin Chegini DN: C=US, E=schegini@new-dc.com, O=New Dynasty Construction, OU=New Dynasty Construction, CN=Sherwin Chegini Date: 2020.04.29 09:26:08-0700'</small>	04/29/2020
Architect of Record Bruce Ou <small>Digitally signed by Bruce Ou DN: C=US, E=bou@wlcarchitects.com, O=WLC Architects, CN=Bruce Ou Date: 2020.04.29 15:57:49-0700'</small>	04/29/2020
Inspector of Record Bruce Williams <small>Digitally signed by Bruce Williams Date: 2020.04.30 08:01:44 -0700'</small>	04/29/2020

New Dynasty Construction Co
Change Order Request

03/23/20	CHANGE ORDER REQUEST NUMBER: 02
PROJECT:	Aliso Niguel High School Stem Addition
LOCATION:	28000 Wolverine Way, Aliso Viejo
PREPARED BY:	Sherwin Chegini

REASON FOR CHANGE:
CCD-03

SCOPE OF WORK:
Change in tile specification from Daltile to American Olean for CT2 & CT3.

		TIME EXTENSION	
DATE COMPLETED:		DAYS FOR THIS CHANGE ORDER	
COST BREAKDOWN:	\$ 5,609.28		
TIME and MATERIALS or LUMP SUM:	0.00		

SUBCONTRACTORS COST	5609.28
MATERIAL COST	0.00
LABOR COSTS	0.00
MISCELLANEOUS COSTS	0.00
GENERAL CONDITIONS	DAYS @ PER DAY
	5% TOTAL COSTS 5609.28
	OVERHEAD 280.46
	SUBTOTAL 5889.74
	1% BONDING & INSURANCE 56.09
	SUBTOTAL 5945.84

TOTAL FOR THIS CHANGE ORDER	5945.84
-----------------------------	---------

I APPROVE AND AUTHORIZE THE ABOVE REFERENCED SCOPE OF WORK AND BILLING			
Sherwin Chegini	Project Manager		
NAME (PLEASE PRINT)	SIGNATURE	TITLE	DATE

Michael Clem			
NAME (PLEASE PRINT)	SIGNATURE	TITLE	DATE

New Dynasty Construction Co
Change Order Request

SUB CONTRACTORS

NAME	TRADE	SCOPE OF WORK	TOTAL
JNJ Tile Co Inc	Tile	CCD-03	\$ 5,609.28
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL FOR SUB CONTRACTORS			\$ 5,609.28

MATERIALS

UNIT	DESCRIPTION	QUANTITY	Price	TOTAL
				\$ -
TOTAL MATERIALS				\$ -

LABOR COSTS

NAME	TRADE	WORK DONE	HOURS	RATE	TOTAL
					\$ -
TOTAL LABOR					\$ -

MISCELLANEOUS

ITEM	DESCRIPTION OF USE	COST
		\$ -
		\$ -
TOTAL MISCELLANEOUS		\$ -



TILE COST

TO: New Dynasty Const.

PROJECT: Aliso Niguel HS

ATTN:

ADDRESS: 2800 Wolverine Way

ADDRESS: 3002 Dow Ave. #218

Aliso Viejo CA

Tustin CA 92780

DATE: 3/3/2020

DESCRIPTION	Amount
12x24 Solid Sylish White SH09 - \$2.93/ sf	
12x24 Solid Deep Gray SH12 - \$2.93/ sf	
SH09 / SH12 Bullnose - \$3.40	
	Original Tile Cost \$ 12,914.24

NEW SELECTION OF TILE:

12x24 White Wenge - \$4.54/ sf

12x24 Gray Wenge - \$4.54/ sf

IF60P43C91P1 Bullnose - \$6.50

New Tile Cost \$ 18,523.52

The cost for us to procure the new selection of tile will be ----- \$ 5,609.28

(Please see attached quotes from both manufacturers for reference)

PLEASE SEND YOUR CHANGE ORDER IF WE ARE TO PROCEED

TOTAL PRICE FOR CHANGES: \$ 5,609.28

THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT	
We hereby agree to make the change(s) specified above at the price indicated per this Change Order.	The prices and specifications of this Change Order are satisfactory and are hereby accepted.
_____ Authorized Subcontractor Signature	_____ Authorized Contractor Signature
_____ Printed Name	_____ Printed Name
_____ Date of Acceptance	_____ Date of Acceptance



Effective: 02/21/20
Price Guaranteed Until: 04/30/20



Quote Number: Q129323189

Quoted to: JULIO
Customer Account Number: 540934 001
JNJ TILE
9713 ORANGE TER
PICO RIVERA, CA 90660
Phone: 562-942-0519
Fax: 562-949-1976
Project Name: ALISO NIGUEL HS

SSC: 139 SSC City of Industry , CA
295 WILLOW AVE
CITY OF INDUSTRY, CA,
91746-2040
626-968-5022

Original Spec Tile Quote

	Product Description	Quantity & UOM	Unit Price	Total Price
1	12X24 SOLID SH09 STYLISH WHITE STD SH091224S1P2 Ordered 3,408.00 SF Weight 3.47 LBS per SF (Total: 11,825.76)	3,408.00 SF	\$2.93 per SF	\$9,985.44 <u>Additional Charges \$0.00</u> Line Total \$9,985.44
2	12X24 SOLID SH12 DEEP GRAY STD SH121224S1P2 Ordered 800.00 SF Weight 3.47 LBS per SF (Total: 2,776.00)	800.00 SF	\$2.93 per SF	\$2,344.00 <u>Additional Charges \$0.00</u> Line Total \$2,344.00
3	1/2X12 JOLLY SH09 STYLISH WHITE STD SH09S1/212J1P2 Ordered 86.00 PC Weight 0.08 LBS per PC (Total: 6.88)	86.00 PC	\$3.40 per PC	\$292.40 <u>Additional Charges \$0.00</u> Line Total \$292.40
4	1/2X12 JOLLY SH12 DEEP GRAY STD SH12S1/212J1P2 Ordered 86.00 PC Weight 0.08 LBS per PC (Total: 6.88)	86.00 PC	\$3.40 per PC	\$292.40 <u>Additional Charges \$0.00</u> Line Total \$292.40

Subtotal: \$12,914.24
Transportation and Energy Surcharge: 0.0% 0.00
Total Additional Charges: \$0.00

Tax Rate: 0.0% \$0.00

Grand Total: \$12,914.24

Total Weight: 14,615.52 lbs

CPQ Quote Number:
Quoted By: MARTINR
Email: RONC.MARTIN@DALTILE.COM

* Please note: Special Order items cannot be canceled or returned. The tax amount calculated is an estimate.
All final taxes will be applied at the time of the order.

Returns are subject to approval by the store manager. If approved, a minimum restock charge of 25% will be applied. To be eligible returns must be 5 boxes or more, within 30 days of purchase and in resellable condition. All installation products such as thinset and grouts are non-returnable.



NEW SPEC TILE QUOTE

Effective: 02/20/2020
Price guaranteed until: 08/18/2020

Quote Number

Quoted to: Julio Ramirez

Customer Account Number 532743001

9713 ORANGE TER

PICO RIVERA, CA 90660

Project Name: Aliso Niguel (Viejo) HS Stem Building

SSC, Anaheim, CA (521) - 714.956.7565

1340 S. State College Blvd.

Anaheim, CA 92806

Product Description	Quantity & UofM	Unit Price	Total Price
1 Infusion Field Tile Wenge 12x24 WHITE WENGE IF6012241P Ordered 3,203.06 Square foot Weight: 4.99 Lbs per Square foot (Total: 15983.27 Lbs)	3,203.06 Square foot	\$4.54 per Square foot	\$14,532.99 <hr/> Line Total: \$14,532.99
2 Infusion Field Tile Wenge 12x24 GRAY WENGE IF6512241P Ordered 607.88 Square foot Weight: 4.99 Lbs per Square foot (Total: 3033.32 Lbs)	607.88 Square foot	\$4.54 per Square foot	\$2,758.09 <hr/> Line Total: \$2,758.09
3 IF60P43C91P1 Ordered 80.00 Each Weight: 0 Lbs per Each (Total: 0 Lbs)	80.00 Each	\$6.50 per Each	\$520.00 <hr/> Line Total: \$520.00
Subtotal			\$17,811.08
Transportation and Energy Surcharge			4.00% = \$712.44
Total Additional Charges			\$0.00
Grand Total			\$18,523.52
Total Weight			19,016.59 lbs

Shipping Instructions:
Customer

Quote Comments:

CPQ Quote Number: 04811526

Quoted By:

Email: michael_jacobsen@americanolean.com

*Please note: Special Order Items cannot be canceled or returned.

Returns are subject to approval by the store manager. If approved, a minimum restock charge of 25% will be applied. To be eligible returns must be 5 boxes or more, within 30 days of purchase, and in a resellable condition.

All installation products such as thinset and grouts are non-returnable.

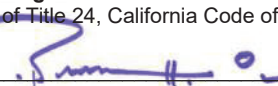


140

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>)			
Deferred Submittal	Addendum Number:	Revision Number:	CCD Number: 003 Category A <input type="checkbox"/> or B <input checked="" type="checkbox"/>
2. PROJECT INFORMATION:			
School District/Owner: Capistrano Unified School District		DSA File Number: 30-9	
Project Name/School: Aliso Niguel High School STEM Addition		DSA Application Number 04 117480	
3. APPLICANT INFORMATION:			
Date Submitted: 02/13/20		Attached Pages? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Number of pages? N/A	
Firm Name: WLC Architects, Inc.		Contact Name: Steve Stearns	
Work Email: sstearns@wlcarchitects.com		Work Phone: (909) 821-1605	
Firm Address: 8163 Rochester Avenue, Suite 100		City: Rancho Cucamonga	State: CA Zip Code: 91730
4. REASON FOR SUBMITTAL: (Check applicable boxes)			
For revision or addendum prior to construction.		For a project currently under construction.	
For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.			
To obtain DSA approval of an existing uncertified building or buildings.			
<input checked="" type="checkbox"/> For Category B CCD this is: <input checked="" type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:			
Name of the Design Professional In General Responsible Charge: Bruce Ou			
Professional License Number: C34832		Discipline: Architect	
Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature: 			
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE			
6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:			
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): See the attached Page 2 for complete description.			
List of DSA-approved drawings affected by this post-approval document: N/A			

DSA USE ONLY					Returned		DSA STAMP
SSS _____ Date _____	Approved	Disapproved	Not Required	Date:			
Comments: _____				By:			
FLS _____ Date _____	Approved	Disapproved	Not Required				
Comments: _____							
ACS _____ Date _____	Approved	Disapproved	Not Required				
Comments: _____							

DSA 140 (CCD B003)
Aliso Niguel High School STEM Addition
Project 1724900.53
February 13, 2020
Page 2

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

2.1 Contractor to provide cost to revise Ceramic Wall Tile material (CT2 and CT3) per the following specifications:

1. Section 09 06 00, Article 3.4, Paragraph B, Item 3:

3. CT2 – Ceramic Tile

- a. Manufacturer: American Olean
- b. Style: Infusion ColorBody Porcelain Tile
- c. Color: White Wenge IF60
- d. Size: 12" x 24" x 3/8"
- e. Location: Restroom Walls
- f. Orientation: Vertical
- g. Pattern: Running Bond
- h. Layout: Random
- i. Grout:

1. Manufacturer: Laticrete

2. Style: Spectralock Pro

3. Color: 44 Bright White

4. Size: 1/8"

2. Section 09 06 00, Article 3.4, Paragraph B, Item 4:

4. CT3 – Ceramic Tile

- a. Manufacturer: American Olean
- b. Style: Infusion ColorBody Porcelain tile

DSA 140 (CCD B003)
Aliso Niguel High School STEM Addition
Project 1724900.53
February 13, 2020
Page 3

- c. Color: Gray Wenge IF65
- d. Size: 12" x 24" x 3/8"
- e. Location: Restroom Walls
- f. Orientation: Vertical
- g. Pattern: Running Bond
- h. Layout: Random
- i. Grout:
 - 1. Manufacturer: Laticrete
 - 2. Style: Spectralock Pro
 - 3. Color: 44 Bright White
 - 4. Size: 1/8"

BO:SS:br/P51724900x3-ccd-b

**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
Lynh Rust, Executive Director, Contracts and Purchasing

Date: May 20, 2020

Board Item: Addendum to Transportation Contractor Agreement – American Logistics

HISTORY

As a result of the COVID-19 pandemic, Governor Newsom declared a State of Emergency on March 5, 2020. The Board approved the closure of all District schools on March 13, 2020. The legislature passed Senate Bill 117 (SB 117), which intends that school districts receive hold harmless apportionments to ensure employees and contractors are paid, as reasonably anticipated as if schools had not closed.

BACKGROUND INFORMATION

Staff worked with legal counsel and the Orange County Department of Education (OCDE) to develop a template Addendum to Transportation Contractor Agreement for districts in Orange County to use with affected contractors. The proposed agreement is modified slightly from the OCDE template to include additional protection of contractor employees from furloughs. The District previously entered into a contract with this vendor to provide transportation to District students each day.

CURRENT CONSIDERATIONS

Approval of this agreement authorizes the District to pay the contractor for transportation that would typically have been provided minus avoided costs such as fuel and maintenance given that District and non-public schools are closed. This agreement, effective March 16, 2020 through June 30, 2020, also ensures staff employed by the contractor would remain employed as intended by SB 117.

FINANCIAL IMPLICATIONS

The costs associated with this agreement are already included in the special education or transportation budget for the year.

STAFF RECOMMENDATION

It is recommended the Board approve the Addendum to Transportation Contractor Agreement with American Logistics Company.

PREPARED BY: Philippa Townsend, Assistant Superintendent, Fiscal Services
Lynh Rust, Executive Director, Contracts and Purchasing

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

ADDENDUM TO TRANSPORTATION CONTRACTOR AGREEMENT

This Addendum is hereby entered into between the Capistrano Unified School District, hereinafter referred to as “District” and , ALC Schools hereinafter referred to as “Contractor.”.

WHEREAS, District and Contractor entered into a Contractor Agreement on or about 06/01/2019;

WHEREAS, Contractor furnishes, operates, and maintains vehicles and drivers for the transportation of pupils within the District [e.g. on an as requested basis];

WHEREAS, California Governor Newsom declared a State of Emergency due to COVID-19 on March 5, 2020;

WHEREAS, the World Health Organization declared COVID-19 to be a pandemic on March 11, 2020;

WHEREAS, as a result of the COVID-19 pandemic, on [Date] the District closed its schools;

WHEREAS, state legislation, Senate Bill 117, states that it is the intent of the Legislature that school districts that receive hold harmless apportionments ensure that their employees and contractors are paid, as reasonably anticipated as if schools had not closed;

WHEREAS, federal legislation, H.R. 748, provides funding for an Education Stabilization Act that requires school district, to the greatest extent practicable to continue to pay its contractors;

WHEREAS, the purpose of the continued payments to contractors is to ensure that essential contractors remain in business and the employees of contractors continue to receive their regular salaries;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Contractor shall provide District with a certified payroll list of all of its employees employed since September 1, 2019.
2. Contractor shall certify that the funds it will receive from District will be utilized to pay the regular salary of all of its employees and that Contractor shall not layoff or furlough any of its employees.
3. Contractor shall resume providing transportation services to District when schools reopen, or earlier if required by the District.
4. Contractor shall submit an invoice for its services for March, April, May, and June, 2020, based on the rates in the current contract minus expenses that will not be incurred due to the closure of schools, including, but not limited to, fuel costs, vehicle maintenance and repairs,

mileage fees, and other expenses. The invoices shall only include home to school and school to home routes that existed as of the date of school closures.

5. Contractor shall not submit invoices for and the District shall not pay for any of the following:

- a) Any days that the District schools were scheduled to be closed pursuant to the 2019-2020 school calendar as it existed prior to school closures due to COVID-19.
- b) Any field trips funded by parent organizations, as these field trips will likely be rescheduled in the next school year and funds collected for these postponed field trips have been refunded.
- c) Any transportation associated with school sponsored extracurricular activities including, but not limited to, field trips and athletic competitions.

6. Each invoice shall provide a breakdown of how fees were calculated, what expenses were deducted, and a list of the salary payments made to each employee, including the name of each employee, address and phone number, and gross amount paid to each employee.

7. After reviewing the invoices provided by Contractor, the District shall pay Contractor monthly on the same dates as if services were being provided.

8. During the term of this Addendum, District reserves the right to request that Contractor provide transportation services should District require such services in providing distance learning.

9. If Contractor is eligible to apply for or receive any funds from federal or state government providing relief due to COVID-19, Contractor will make a good faith effort to apply for such funds. Should Contractor receive any funds from the federal or state government providing relief due to the COVID-19 crisis, Contractor shall reimburse District in the amount received up to the amount the District paid through this Addendum.

10. Should a court or other administrative agency determine that providing payment as herein provided is deemed a gift of public funds under the California Constitution, the District reserves the right to seek reimbursement for all payments provided pursuant to this Addendum.


11. This Addendum expires on [last day of school for the 2019-2020 school year] or when District schools reopen, whichever occurs first.

Dated: 4/30/2020

Capistrano Unified SCHOOL DISTRICT

By: _____
[Name and Title]
Lynh N. Rust
Executive Director,
Contracts & Purchasing

ALC SCHOOLS LLC

By: 
[Name and Title]
Gregg Prettyman
Chief Operating Officer

SECOND EXTENSION TO BID NO. 1718-08 – OUTSOURCE TRANSPORTATION SERVICE

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND AMERICAN LOGISTICS
COMPANY, LLC

This Second Extension of Bid No. 1718-08 is entered into by and between Capistrano Unified School District, hereinafter referred to as “District,” and American Logistics Company, LLC (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, on July 26, 2017, District’s Board of Trustees awarded Bid No. 1718-08 to American Logistics Company, LLC for the term of August 1, 2017, through June 30, 2018, with the option to extend for four (4) one-year renewal terms from the expiration of the initial contract period, under the same terms, conditions, etc. at the option of the Board of Trustees for a total contract term not to exceed sixty (60) months;

WHEREAS, on July 25, 2018, District’s Board of Trustees approved the First Extension of Bid No. 1718-08 with Contractor for the term July 1, 2018 through June 30, 2019. A copy of said First Extension of bid No 1718-08 is attached as Exhibit 2 to this Second Extension; and

WHEREAS, District desires to extend the award of Bid No. 1718-08 – Outsource Transportation Services to reflect an additional twelve (12) month term from July 1, 2019 through June 30, 2020 at the same prices under the initial bid award term.

NOW, THEREFORE, said Agreement is amended as follows:

1. Award of Bid No. 1718-08 to American Logistics Company, LLC will be extended through June 30, 2020.

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

By: 
Signature

Lynh N. Rust
Print Name

Executive Director, Contracts & Purchasing
Title

Board Approval Date: June 12, 2019

Vendor

By: 
Signature

Craig Puckett
Print Name

Chief Executive Officer
Title

Date: 7/23/2019

EXHIBIT 2

FIRST EXTENSION OF BID NO. 1718-08, OUTSOURCE TRANSPORTATION SERVICES BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND AMERICAN LOGISTICS COMPANY, LLC

This First Extension of Bid No. 1718-08 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and American Logistics Company, LLC (hereinafter referred to as "Contractor").

RECITALS


WHEREAS on July 26, 2017, District's Board of Trustees awarded Bid No. 1718-08 to American Logistics Company, LLC for the term of August 1, 2017 through June 30, 2018, with the option to extend for four (4) one-year renewal terms from the expiration of the initial contract period, under the same terms, conditions, etc at the option of the Board of Trustees. A copy of the awarded Bid No. 1718-08 – Outsource Transportation Services to American Logistics Company, LLC is attached as Exhibit 1 to this First Extension;

WHEREAS, District desires to extend the award of Bid No. 1718-08 – Outsource Transportation Services to reflect an additional twelve (12) month term from July 1, 2018 through June 30, 2019 at the same prices under the initial bid award term.

NOW, THEREFORE, said Agreement is amended as follows:

1. Award of Bid No. 1718-08 to American Logistics Company, LLC will be extended through June 30, 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

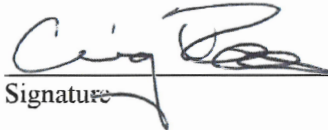
By: 
Signature

Lynh N. Rust
Print Name

Executive Director, Contracts & Purchasing
Title

Board Approval Date: July 25, 2018

Vendor

By: 
Signature

Craig Puckett
Print Name

Chief Executive Officer
Title

Date: 7/2/2018

Exhibit 1

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID NO 1718-08
OUTSOURCE TRANSPORTATION SERVICE

COMPANY NAME American Logistics Company, LLC.

V. BID FORM AND AGREEMENT

A. Pursuant to the District's "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Project: **OUTSOURCE TRANSPORTATION SERVICE**

Bid No.: **1718-08**

all in strict conformity with the Project Documents, including Addenda Nos. 1, n/a,
n/a and n/a, on file at the office of the Purchasing Department of said District.

Please provide an attachment to your bid for any of the following items that require additional information: ****Please see attachment "V. Bid Form and Agreement" following this document for additional responses to questions 1 - 14.***

1. Experience and references, at least three.
2. The number of drivers/vehicles in your employ and the types of service you provide.
3. The number of wheelchair accessible vehicles available for use by the District.
4. Number of car seats available for use by the District.
5. Please indicate if you have a GPS tracking system available to locate drivers and vehicles at any given time and if this system will be available for use by the District. Include a complete description of this system and include any extra charge you will assess for this service provision.
6. Provide a description of your emergency notification/calling capability.
7. Will you be able to provide driver consistency?

<u>X</u>	<u> </u>	*Please see item #7 in section V. Bid Form and Agreement for full details.
Yes	No	
8. Will you have the ability to route and consolidate students to reduce drive time? Provide description of methodology.

<u>X</u>	<u> </u>	*Please see item #8 in section V. Bid Form and Agreement for full details.
Yes	No	

Bid Form and Agreement

9. If two or more students are consolidated in a single vehicle for a trip, what is the method of calculating the per-pupil trip cost?

In this scenario, will the single trip cost be divided between the students riding together for the period they are sharing the vehicle?

10. Minimum Trip charge \$ 45.00
11. Cost per mile \$ 2.50
12. Waiting time – meter charge \$ 30.00 per hr. (billed in 15min increments after the first 15min)
13. Charge for cancelled trip \$ Full Fare (when less than 2 hours are provided)
14. Lead time to schedule ALC requests 72 hours notice to add students. Accommodations can be made and are usually able to be fulfilled within 24 hours.

Unit Prices

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	\$ <u>0.00</u> Fixed	\$ <u>0.00</u> Per Hour	\$ <u>2.50 (after the first 5 miles)</u> Per Mile
Up to 7 passengers	\$ <u>0.00</u> Fixed	\$ <u>0.00</u> Per Hour	\$ <u>2.50 (after the first 5 miles)</u> Per Mile
Up to 3 passengers Wheelchair capable van	\$ <u>Trip Min. + \$20.00</u> Fixed	\$ <u>0.00</u> Per Hour	\$ <u>2.50 (after the first 5 miles)</u> Per Mile
Up to 7 passengers Wheelchair capable van	\$ <u>Trip Min. + \$20.00</u> Fixed	\$ <u>0.00</u> Per Hour	\$ <u>2.50 (after the first 5 miles)</u> Per Mile

- B. It is understood that the District reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice to Bidders - Bids.
- C. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business &

Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the District pursuant to this bid. Such assignment shall be made and become effective at the time District tenders final payment.

- D. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of Utah and that Curtis Douglas whose title is CFO of American Logistics Co., LLC. authorized to act for and bind the corporation.
- E. It is understood and agreed that if, requested by the District, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- F. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- G. The undersigned will grant the District the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for <u>one</u> year:	<u>X</u> option granted	<u> </u> option not granted
Extension option for a <u>second</u> year:	<u>X</u> option granted	<u> </u> option not granted
Extension option for a <u>third</u> year:	<u>X</u> option granted	<u> </u> option not granted
Extension option for a <u>fourth</u> year:	<u>X</u> option granted	<u> </u> option not granted

- H. The Bidder attests to having read and understands all documents contained and referenced in this bid.

I, Curtis Douglas the Chief Financial Officer (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: American Logistics Company, LLC.

Signed by: 
Curtis Douglas, CFO

Date: 6/29/2017

Business Address: 901 Calle Amanecer, Ste. 260

San Clemente, CA 92673

PARTNERSHIP

Name: American Logistics Company, LLC.

Signed by:  **Partner Officer**
Curtis Douglas, CFO

Date: 6/29/2017

Business Address: 901 Calle Amanecer, Ste. 260

San Clemente, CA 92673

Other Partners: _____

CORPORATION

Name: N/A

(a _____ Corporation*)

Business Address: _____

Signed by: _____, President**,

Dated: _____

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: N/A

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: N/A
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and required

CONTRACT DOCUMENTS:

1. X Bid Form and Agreement
2. X Information Required of Bidder
3. X Contractor's Certificate Regarding Workers' Compensation
4. X Noncollusion Declaration
5. X Drug-Free Workplace Certification
6. X Certification by Contractor Criminal Records Check
7. X Tobacco Use Policy
8. X Conflict of Interest
9. X Contractor's Certificate Regarding Workers' Compensation
10. X Certificate Of Liability Insurance
11. X W-9 Form
12. X Vendor Form

CONTRACT TERM

The terms of this base contract is for one year beginning August 1, 21017, through June 30, 2018, with four (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 60 months.

Annual cost of service requested by District and provided by Vendor under this contract is estimated to be \$400,000.00. The actual amount of expenditures will be dependent on the availability of funds.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID NO 1718-08
OUTSOURCE TRANSPORTATION SERVICE

COMPANY NAME American Logistics Company, LLC.

AGREEMENT ACCEPTED BY:

DISTRICT

Signed by:  _____

Print Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approved Date: July, 26, 2017

VENDOR

Signed by:  _____

Print Name: Curtis Douglas

Title: Chief Financial Officer

Date: 6/29/2017

Bid Form and Agreement



Clarifications and Requests

Student Transportation Solutions



Page 11, Bid Specification Requirements

ASSIGNMENTS OR SUBCONTRACTING – “The Vendor shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the District.”

Clarification: ALC understands that the District is aware that we subcontract the physical transportation of the students to local transportation service providers. By accepting our proposal, we understand that the District is providing its consent for such subcontracting.

Page 13, Bid Specification Requirements (applicable as well to similar language on page 38)

***Required Forms: Commercial General Liability Insurance – Additional Insured Endorsement Option...

Request: The form numbers requested are subject to different insurance companies. ALC's endorsements provided are sufficient with the requested requirements.

Page 14, Bid Specification Requirements (applicable as well to similar language on page 38)

Insurance, B. “Insurance shall be placed with California admitted insurers... unless otherwise approved by the District...”

Request: ALC's insurance providers are “Authorized” insurers within the state of California, as opposed to “Admitted insurers”.

Page 45, IX. Terms and Conditions

H. Invoices and Payments. “...The DISTRICT shall make payment for materials, equipment, supplies or services furnished under the contract within a reasonable and proper time after acceptance and approval of the invoices by the authorized DISTRICT representative.”

Request: ALC requests that payment of invoices be made within 30 days of DISTRICT receipt of Contractor's invoice.

Page 47, IX. Terms and Conditions

Q. DISPUTES – “2. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion...As an alternative to payment of such claims or obligations, DISTRICT, in its sole discretion, may reduce the total Contract price as provided in the Article entitled “ADJUSTMENTS TO CONTRACT PRICE.”

Request: ALC requests that should such withholding be necessary, the cost for which the contractor shall be liable will not exceed 10% of the annual value of the contract.



Page 48, IX. Terms and Conditions

S. DISTRICT'S RIGHT TO TERMINATE CONTRACT "...District may take over the work and prosecute same to completion by Contract or by any other method it may deem advisable for the account and at the expense of the Supplier, and Supplier and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned the DISTRICT thereby."

Request: ALC requests that should such replacement services be necessary, the cost for which the contractor shall be liable will be the difference between what the services cost and what ALC would have charged for the same services and shall not exceed 10% of the annual value of the contract.

Page 48, IX. Terms and Conditions

S. DISTRICT'S RIGHT TO TERMINATE CONTRACT – Entire Section

Request: ALC requests the right to terminate the contract in the event of non-payment or excessively slow payment of invoices.



STUDENT TRANSPORTATION SOLUTIONS



V. Bid Form and Agreement

Outsource Transportation Service

Bid No. 1718-08

Capistrano Unified School District

Student Transportation Solutions



Experience and References

1. Experience and references, at least three.

Corporate Summary

For more than a decade, ALC has been coordinating the special transportation needs of districts across the country, including Capistrano Unified School District.

Whether assisting districts with their McKinney-Vento or county programs, their hardest to serve trips, or their special needs students, ALC provides a scalable solution that can expand or contract to accommodate this ever-changing population.

ALC is a national student transportation solutions company that supplements districts' transportation programs using mini-vans, SUVs and sedans to assist in transporting McKinney-Vento, county, ESE/special needs, and out-of-district students, as well as hard-to-serve and multi-district trips. Supplementing bus service with small capacity vehicles means districts no longer have to pay for unused capacity, which gives them the flexibility to expand and contract their fleet as needed.

Focusing On the One

At ALC, our focus is on fulfilling districts' supplemental transportation needs. Every day we coordinate trips for thousands of students, yet we never lose sight of the importance of each student's individual and unique circumstances.

We realize that knowing the student's preference to sit on the right-side of the vehicle or to be accompanied by a favorite stuffed animal is just as important as understanding their physical requirements.

For us, no student and no circumstance is too difficult to address.

Our goal is to deliver safe, reliable and high quality transportation for school districts and the families they serve. Because ALC focuses on supplemental transportation needs, we are able to offer a level of personalized service found nowhere else.

NAPT Recommended Service

As the only pupil transportation coordination company to be designated as a "Recommended Service" by the National Association for Pupil Transportation (NAPT), ALC is currently in a league of its own, representing a better, proven approach to student transportation.





Below is a short list of references. More references can be made available upon request.

Client Name: *Los Angeles Unified School District, California*
Contact Information: *Elena Bernal, Routing Manager*
333 S Beaudry Avenue Suite 209
Los Angeles, CA 90017
O: 213.241.0710
E: elana.bernal@lausd.net
Student Trip Volume: 27 students transported
Contract Start Date: 11/15/2011
Contract Active.

Client Name: *Hawthorne School District, California*
Contact Information: *Steve Tabor, Assistant Superintendent*
14120 Hawthorne Boulevard
Hawthorne, CA 90250
O: 310.263.3991
E: stabor@hawthorne.k12.ca.us
Student Trip Volume: 87 students transported
Contract Start Date: 8/27/2008
Contract Active.

Client Name: *Laguna Beach Unified School District, California*
Contact Information: *Shannon Soto, Fiscal Services, Transportation Coordinator*
550 Blumont Street
Laguna Beach, CA 92651
O: 949.497.7700 ext. 5213
E: ssoto@lbusd.org
Student Trip Volume: 20 students transported
Contract Start Date: 11/5/2012
Contract Active.



Drivers

2a. The number of drivers in your employ and types of services you provide.

ALC does not hire drivers. We contract with established, professional local transportation providers. We understand that when it comes to serving children with special transportation needs, not just anyone will do. That's why we take great care to confirm that anyone driving your students is fully trained and capable of addressing the student's unique challenges; and is compassionate and respectful of the children and families you serve.

We employ rigorous recruiting criteria. ALC's vetting process separates out those drivers who are not only technically qualified to provide the needed service, but also further filters out those drivers who do not meet the "customer service oriented" requirements that make ALC subcontractor drivers ideally suited for special needs school transportation.



Interested providers take part in ALC's extensive screening process, which includes in-person interviews and thorough background checks. Prospective drivers utilized for this program must be courteous, caring and professional, and demonstrate the right attitude and aptitude to handle the specific requirements of special needs students. ALC confirms that all subcontractors' drivers undergo extensive background checks and are enrolled in a DOT compliant drug screening program. Each new contractor is thoroughly screened and tested to ensure that they are compliant with DOT regulations and then entered into a random sampling rotation to ensure continued compliance.

Less than 10% of ALC's subcontractor drivers turnover each year. Our low attrition rate is due to our extensive subcontractor driver screening process, and our ability to compensate them above standard rates. However, we also believe it has much to do with our careful review of a subcontractor's driver workforce to ensure we contract with those that have the right attitude and aptitude. Because we match each individual driver to each individual student and family, the drivers see their role as having made a commitment to that student/family, as your district has seen over the years.

Identify



Consistency - it's important to your students and it's important to ALC. That's why we strive to ensure that each of your students rides with the same driver every day. As a result, the students enjoy more stability, familiarity, security and trust.

All of our selected subcontractor drivers carry a mobile data device (MDD) which includes GPS tracking services, allowing ALC to locate and monitor the vehicles and provide accurate customer service, minimizing anxiety and downtime.

Service Assurance

What matters most to ALC is the safety of your students. That's why ALC confirms that any driver providing service to your students has met the following criteria:

- *Valid driver's license appropriate for the vehicle being driven*
- *Valid registration and insurance required for the vehicle*
- *Ongoing DMV record review for an indication of safety and driving habits*
- *Criminal background check*
- *Enrolled in a random drug and alcohol testing program*
- *Completed detailed Contractor/Driver Information Form and in-person meeting and review*
- *Meets all school district requirements*
- *Meets state specific requirements*

Drivers are subject to DMV record screening, as well as Department of Justice (DOJ), FBI and Child Index finger printing. We take these measures very seriously, to ensure driver qualifications and safety.

We conduct regular, on-street observation and compliance monitoring of special needs transportation operations to assess vehicle condition, operator professionalism, performance, and service rule adherence. This is an added precaution we take to ensure safe, consistent, reliable and courteous service.

ALC confirms that all subcontractor drivers are qualified to work with special needs students, that their fleet contains vehicles that are wheelchair-accessible, and that they are able to accommodate other non-ambulatory needs. We also confirm that the subcontractor drivers are qualified to use the necessary equipment for the student(s) they transport. Our extensive experience has shown that transporting passengers with cognitive and physical challenges to and from school sometimes requires adaptive or assistive equipment and accommodations, and through our subcontracted service providers, ALC is able to accommodate these requirements.

We use proprietary technology to monitor DMV records, and other required licenses, certifications, insurances and permits to make sure they are always current and up to date. The operator's records are updated both physically and digitally whenever a change in status occurs.

Records that are monitored include but are not limited to:



- Background check
- Drug-test results
- Insurance certificates
- Driver's license and permit
- DMV Pull Notice
- DOJ background checks
- Company permit
- Certifications of training and re-training

ALC automatically emails the subcontracted service provider a notification 30 days, 15 days and 5 days prior to an expiration event. Five days before an expiration event, the local Account Coordinator and our Customer Service Team are also notified so they can personally remind the subcontractor and the subcontractor's driver of the expiration date. This notification helps to prevent a possible disruption in service created by the loss of a driver.

Vehicles

2b. The number of vehicles.

ALC currently uses 10 vehicles to service the Capistrano Unified School District and have more than enough on standby in case of an emergency. Because ALC has other customers in Orange County, we have an extensive network of qualified and professional drivers available to use as needed.

ALC currently subcontracts with more than 1,000 qualified drivers and service providers across the country. ALC's transportation solution uses local transportation providers to transport students. This allows us the flexibility to use the types of vehicles needed to meet the specific transportation requirements of special needs students. While ALC coordinates safe transportation for thousands of students across the country each day, we never lose sight of the importance of each student's individual and unique circumstances.

Your students may be transported in one of the following vehicle types:



Suburban



Wheel Chair Accessible Van



Mini-Van



Sedan



ALC confirms that vehicles used to transport Capistrano USD students comply with the following as required by state law or by the district:

- Current registration
- Insurance verification
- Valid vehicle permit
- Vehicle inspection
- Vehicles are safe, well maintained and clean
- Meets all state specific requirements

Wheelchair Accessible Vehicles

3. The number of wheelchair accessible vehicles available for use by the DISTRICT.

Currently, there are 8 wheelchair accessible vehicles that ALC utilizes in the area. As stated above, there is also more than enough capacity on standby in case of an emergency. Because ALC has other customers in Orange County, we have an extensive network of qualified and professional drivers available to use as needed

Because ALC uses a combination of mini-vans, SUVs, wheelchair accessible vans, and sedans to transport special needs students, we are able to customize a district's fleet to meet their students' needs. Each school district is different and each student has unique needs. Our solution is customizable to meet those demands.

Car Seats

4. Number of car seats available for use by the DISTRICT.

ALC can accommodate any quantity of car seats needed for use by the District. As mentioned previously, ALC is able to customize the district's fleet to meet their students' needs, and this includes the use of car seats when required.

GPS Tracking

5. Please indicate if you have a GPS tracking system available to locate drivers and vehicles at any given time and if this system will be available for use by the DISTRICT. Include a complete description of this system and include any extra charge you will assess for this service provision.



Yes, we have GPS tracking available to locate drivers and vehicles. All GPS tracking comes standard with the ALC model. While Capistrano USD doesn't have direct access to the tracking database, ALC is able and willing to provide trip reports as requested by the district.

ALC has been using GPS tracking with all of Capistrano USD trips. Our system provides real time updates. Parents and/or district officials can call our dispatch team if they have any questions regarding a trip and we are able to give them accurate and current updates.

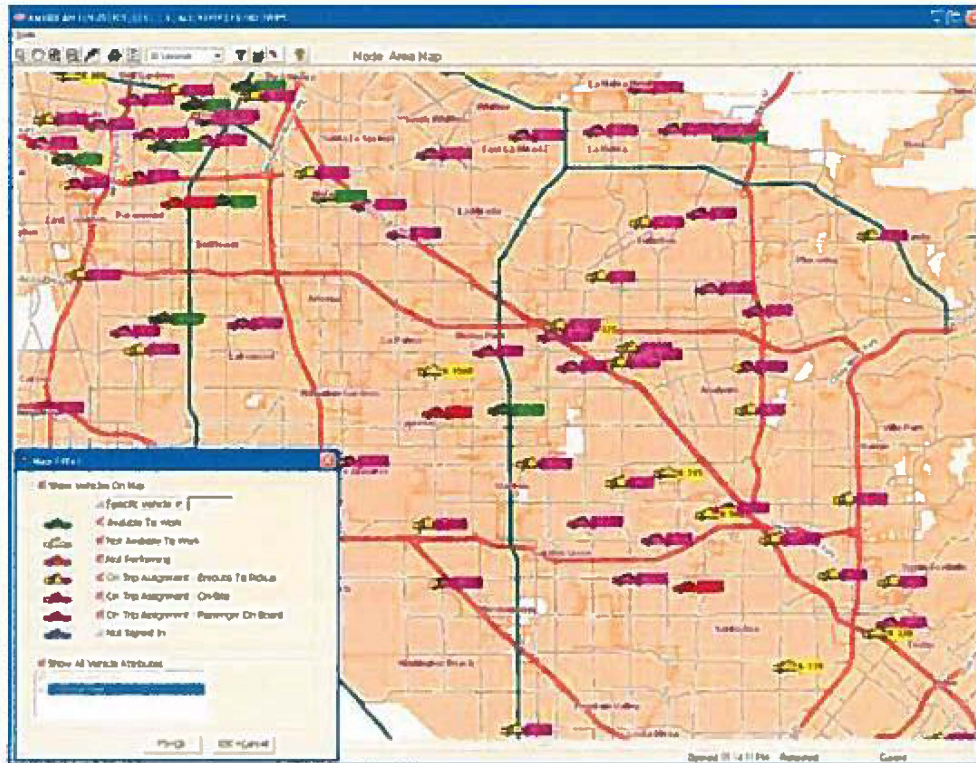
Each driver providing service, has an Android device with them at all times. Using the ALC app on their Android device, subcontractor drivers are able to indicate whether students were picked up and dropped off. As soon as that information has been entered, it can be found in our dispatch communication system.

CUSD





Also through the ALC app, real-time GPS trip tracking provides maximum visibility and accountability for added security measures. As part of the scheduling and dispatch system, the app also provides date and time stamps for all the events that transpire between the driver and dispatcher. Along with providing GPS coordinates, we are able to recreate trips, confirm events and verify data for any trip.



The dispatch communication system supports voice communications, GPS coordinates, and safely encrypted two-way data connectivity. This provides constant connectivity among subcontractors' drivers and dispatch, for efficient real-time execution via our automated, real-time dispatch; which leverages intelligent trip routing; capacity and availability planning; qualification automation; 100% GPS location and direction; on-the-fly dispatch optimization and redundant dispatch communication updates. This allows the dispatcher and team to monitor the exact location of every vehicle in real time for accurate scheduling of pick-ups and drop-offs.

At the time of service, trips are processed as necessary by dispatchers, and offered to the appropriate subcontractors' driver over established wireless data networks to the custom ALC application via the ALC app. During the entire dispatching process the trip will always be visible to a dispatcher; who will be responsible for its timely service.



ALC's dispatch team has the ability to pinpoint the exact location of every driver and vehicle in real time for accurate scheduling of pick-ups and drop-offs on an hour by hour basis, rather than a fixed manifest. This has proven to be extremely useful in mitigating late trips due to traffic, accidents, inclement weather, and late cancellations.



Once dispatched, the ALC app will provide GPS tracking information to the dispatcher, and via the same device dispatch is also able to access events pertinent to the service of the trip such as when the vehicle arrives onsite, when the passenger boards, when the vehicle leaves the site, when it arrives at the destination and when the passenger is dropped off. These benefits of the dispatch system allow ALC dispatchers real-time trip data and the opportunity to contact parents if/when their student will be arriving home later than usual.

Emergency Notification/Calling

6. Provide a description of your emergency notification/calling capability.

ALC's dispatch team has the ability to speak with a driver any time via their hands free device. Drivers may only use their Android device, while transporting students, if it is a hands free device.

In the case of an emergency involving a student, the following process applies.

The Driver is encouraged to:

1. Remain calm
2. Assess the situation
3. If the passenger requires medical assistance:
 - a. Call 911 and request medical assistance immediately
 - b. Do not move the passenger unless they are in immediate danger of additional injury due to their location
4. Contact ALC Dispatch to inform them of the details on the situation
5. Obtain license plate number of other vehicle(s) involved in the accident
6. Exchange driver license, insurance and registration information with other driver(s)
7. Not discuss the accident with anyone except law enforcement officials and/or authorized company investigators.
8. Only discuss the facts of the accident and do not admit to any fault or liability



9. *Identify any witnesses who may have seen the accident occur and get their contact information and any statement.*
10. *Obtain any needed medical attention*
11. *Follow the instructions of their drug testing consortium*
12. *Request a claim number from their insurance company and transmit that to ALC Dispatch within 24 hours*
13. *Have damage repaired and then inspected by ALC Operations before vehicle can be returned active status*

ALC Dispatch Will:

1. *Inform Operations of the situation*
2. *Inform the District of the accident immediately. Send the Accident Incident Notification Form if a form is required by the District for immediate notification.*
3. *Dispatch rescue vehicle if passenger is uninjured and desires to continue with transportation to the drop off location.*
4. *Create a Customer Service case*
5. *Send the District a full report of the accident if client requires such a report*
6. *If driver at fault:*
 - a. *Remove driver from active status pending a negative drug and alcohol test results, insurance claim number and new vehicle inspection*
7. *If driver not at fault:*
 - a. *Remove driver from active status for a 24 hour cool down period and pending insurance claim number and new vehicle inspection.*
8. *Transmit insurance claim number to the District*
9. *Reassign any routes*

ALC Operations Will:

1. *Interview the driver regarding the accident to ensure that a full and complete Driver Incident Accident Report is completed by the driver*
2. *Remind driver to contact their drug and alcohol testing consortium for proper drug and alcohol testing instructions*
3. *Complete the Accident / Passenger Injury Investigation Report or obtain from an authorized Accident Inspector*
4. *Provide Dispatch with a copy of the Driver Incident Accident Report and Accident / Passenger Injury Investigation Report*
5. *Re-Inspect vehicle following repair and prior to authorizing it to return to active status*



Driver Consistency

7. Will you provide driver consistency?

Yes. ALC will continue to ensure that students have the same driver every day. The students that ALC currently coordinates transportation for have had the same driver throughout the years we have been servicing this contract with very little, if any, change. As a result, the students enjoy more stability, familiarity, security and trust.

As the current transportation coordinator for Capistrano USD, the parents of the students we work with have been vocal about the services provided. The drivers their students ride with have developed relationships with these students that continue to grow throughout the years.

Routing Procedures

8. Will you have the ability to route and consolidate students to reduce drive time? Provide description of methodology.

Yes, ALC has the ability to route and consolidate students into the right vehicles to reduce drive time.

ALC's proprietary routing and optimization software uses real-time route optimization algorithms to maximize route productivity and vehicle utilization. Once the routes have been analyzed, reviewed and approved, we then establish the most efficient blend of vehicles to provide a sustainable solution.

Pricing

9. If two or more students are consolidated in a single vehicle for a trip, what is the method of calculating the per-pupil trip cost?

***ALC does not charge "per-pupil."** ALC will charge the district per trip regardless of the number of students being transported (from 1 – 7 students, inclusive). The district will only be charged for miles incurred while a student or district appointed aide is on board the vehicle. If the district desires to have the cost per student assigned to each student on the vehicle then, yes, ALC can divide the costs between the students and a pro-rated cost.*

Based on our experience, for groups of eight or more students, the school bus still remains the most efficient mode of transportation. However, when transporting fewer than eight students, bus transportation costs increase exponentially and significant savings can be found when utilizing smaller vehicles for these routes. This is inclusive of programs such as County, McKinney-Vento, and out-of-district students, as well as other more specialized programs.

CUSD-



A trip is defined as a one-way transportation event. Examples might include; home-to-school in the AM, a mid-day trip or from school-to-home in the PM. The total number of trips a district is charged for is arrived at by adding together each one-way transportation event.

In this scenario, will the single trip cost be divided between the students riding together for the period they are sharing the vehicle?

Again, ALC charges per trip regardless of the number of students on board the vehicle. ALC can transport from 1 to 7 students per trip. The below pricing information reflects ALC's proposed pricing. ALC appreciates the partnership we've enjoyed over the years and is looking forward to continuing to develop this relationship in the future.

10. Minimum Trip charge: \$45.00, Forty Five Dollars and Zero Cents, (includes the first 5 miles)

11. Cost per mile: \$2.50, Two Dollars and Fifty Cents, (after the first 5 miles)

12. Waiting time - meter charge: \$30.00, Thirty Dollars and Zero Cents, per hour (billed in 15 min. increments after the first 15 min.)

13. Charge for cancelled trip Full Fare when less than 2 hours are provided.

14. Lead time to schedule ALC requests 72 hour notice to add students to a route. We will do our best to accommodate shorter requests and most requests are usually able to be fulfilled within 24 hours.

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	<u>\$0.00</u> Fixed	<u>\$ 0.00</u> Per Hour	<u>\$2.50 (after first 5 miles)</u> Per Mile
Up to 7 passengers	<u>\$0.00</u> Fixed	<u>\$ 0.00</u> Per Hour	<u>\$2.50 (after first 5 miles)</u> Per Mile
Up to 3 passengers Wheelchair capable van	<u>Trip Min. + \$20.00</u> Fixed	<u>\$ 0.00</u> Per Hour	<u>\$2.50 (after first 5 miles)</u> Per Mile
Up to 7 passengers Wheelchair capable van	<u>Trip Min. + \$20.00</u> Fixed	<u>\$ 0.00</u> Per Hour	<u>\$2.50 (after first 5 miles)</u> Per Mile

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent Business and Support Services

Prepared by: Heidi Crowley, Coordinator Charter Schools and Strategic Initiatives

Date: May 20, 2020

Board Item: Charter Facilities Agreement for 2020-2025 – Journey School

HISTORY

Proposition 39, introduced in the November 2000 ballot, amended California *Education Code (EC)* § 47614, with the intent that public school facilities should be shared fairly among all public school pupils, including those in charter schools.

EC § 47614 requires that school districts make available, to all charter schools operating in their school district with projections of at least 80 units of average daily attendance (ADA), facilities that will sufficiently accommodate all of the charter’s in-district students, and that facilities be “reasonably equivalent” to other classrooms, buildings, or facilities in the district. However, charter schools and school districts have the flexibility to enter into alternative or in-lieu agreements outside of the Prop 39 process.

BACKGROUND INFORMATION

Journey’s current Facility Use Agreement for the use of the Foxborough Elementary School campus, a long-term alternative agreement, expires on June 30, 2020. Journey submitted a Proposition 39 Request for School Facilities Application in accordance with California Education Code timelines for the 2020-2021 school year. The District and Journey successfully negotiated a five-year alternative agreement beginning July 1, 2020 and concluding at the expiration of the agreement on June 30, 2025. Journey agrees that the provision of the subject property pursuant to this agreement constitutes full and complete satisfaction of the District’s obligation to provide facilities, including furniture and equipment, to the charter school pursuant to Education Code § 47614 and the Proposition 39 Implementing Regulations (Cal. Code Regs., tit. 5, § 11969.1 et seq.) for the applicable years.

CURRENT CONSIDERATIONS

Approval of Charter Facilities Agreement with Journey School to enter into an in-lieu arrangement where Journey will occupy the premises located at 27102 Foxborough in Aliso Viejo, California 92656, formerly known as Foxborough Elementary School. Terms of this agreement include the use of the space described and depicted in Exhibit A, for a five-year term of July 1, 2020 to June 30, 2025. The agreement has been reviewed and approved by the District’s legal counsel.

FINANCIAL IMPLICATIONS

Each year for the term of the agreement, Journey School will pay to the District a pro rata share charge in the amount of \$181,562.40, in 11 equal monthly installments, for its use of space on the subject property.

STAFF RECOMMENDATION

It is recommended the Board approve the Charter Facilities Agreement with Journey School to enter into an in-lieu arrangement where Journey will occupy the Foxborough Elementary School campus for a five-year period beginning July 1, 2020 and concluding on June 30, 2025.

PREPARED BY: Heidi Crowley, Coordinator Charter Schools and Strategic Initiatives

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

**CHARTER FACILITIES AGREEMENT
BY AND BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT AND
JOURNEY SCHOOL**

Pursuant to Education Code section 47614 and California Code of Regulations, title 5, section 11969.1 et seq., this Charter Facilities Agreement (“Agreement”) is made and entered into as of the last date of the execution of this Agreement (the “Effective Date”), by and between the Capistrano Unified School District, a public school district organized and existing under the laws of the State of California (“District”), and Journey School (“Charter School” or “Journey”), a California non-profit public benefit corporation whose charter was authorized by the District (collectively the “Parties”), with reference to the following:

1. **Use of the Subject Property.** The District agrees to allow Charter School use of the premises located at 27102 Foxborough, Aliso Viejo, California 92656 (“Subject Property”), as set forth in this Agreement, for the sole purpose of operating the Charter School educational program and the associated uses detailed in Sections 9B and 20D below, in accordance with the charter under which Charter School became an independent Charter School. Charter School’s right to use of the Subject Property shall begin on July 1, 2020 (“Commencement Date”) and shall conclude at the expiration of this Agreement on June 30, 2025 (“Termination Date”), unless terminated earlier in accordance with the terms of this Agreement.

A. **Reversion to District.** Upon the termination or expiration of this Agreement by its terms, the right to use and occupation of the Subject Property and the facilities and District equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor agreement regarding the Charter School’s continued use of the Subject Property for its educational program. If the Parties do not enter a successor agreement and Charter School desires to have facilities provided by the District for the 2025-26 academic year, the Charter School must submit a facilities request pursuant to Proposition 39 no later than November 1, 2024, or the then-applicable submission deadline. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Subject Property, including, but not limited to, use of such Subject Property for District programs and services.

B. **Civic Center Act.** Although Charter School shall have use of the Subject Property, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38130 et seq.) in making use of the facilities accessible to members of the community outside of the Charter School’s normal school hours and during weekends and school breaks, provided such use does not interfere with regular conduct of Charter School’s operations. For purposes of Civic Center Act compliance only, with respect to the Subject Property only, the Charter School governing board shall hold the same powers and obligations applicable to a School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making the facilities accessible to members of the community. The District shall forward all Civic Center Act requests it receives for use of the Subject Property to the Charter School, and Charter School shall provide the District copies of all requests, invoices and other correspondence between the Charter School and any third parties requesting use of the Subject Property. Charter School shall provide the District with notice of all Civic Center Act applicants and the District shall have final approval over Civic Center Act uses. Charter School may not charge third-party users fees in excess of those allowed under the Civic Center Act. All proceeds derived from the use, pursuant to the

Civic Center Act, of the portion of the Subject Property exclusively occupied by Charter School shall be the property of the Charter School.

C. Furniture, Fixtures and Equipment. Furnishings and equipment secured to the wall or floor will remain available during the term of the Agreement at the Subject Property, as well as all technology infrastructure such as wiring, switches, and telephones. Additionally, the playground equipment, whiteboards, shelves, lunch tables, student desks, chairs and teachers' desks will remain or will be replaced with equivalent items in an amount consistent with the District's standard K-8 school site allotment. If Charter School replaces equivalent items at its own cost, the District will be informed so it may arrange pick up of District owned furniture, fixtures and equipment. The District shall have no interest in or claim to any furniture or equipment purchased or provided by the Charter School. Charter School will have continued use of any furniture, fixtures and equipment previously provided to Charter School by the District. The District will retain ownership of all furniture and equipment provided to Charter School and will expect all furniture and equipment to be returned to the District at the end of Charter School's occupation in the same condition as received, reasonable wear and tear excepted. Furniture and equipment will be replaced by the District in accordance with District schedules and practices. Charter School will be responsible for any damage to District furniture and equipment caused by its use that is beyond reasonable wear and tear. Charter School shall not sell or otherwise dispose of any District-owned furniture or equipment for any reason. The District has no obligation to provide furniture and equipment for the portables that Charter School plans to install as described in Section 1G, and shall have no interest in or claim to any furniture or equipment provided by Charter School.

D. Foxborough Elementary School References. Under no circumstances may the Charter School or any of its board members, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns obscure, remove, paint over, permanently conceal or otherwise alter any sign, decal, mural, mascot or other reference to "Foxborough Elementary School" on the Subject Property ("Foxborough Reference") in any way. Charter School must specifically communicate this to its on-site staff. In the event that any Foxborough Reference is damaged or obscured in any way by Charter School or its agents, students, or employees during the Charter School's use of the Subject Property, Charter School shall be responsible for all costs associated with the full restoration of the Foxborough Reference. Charter School may install interior directional and building and portable identification signage reasonably necessary to support school operations.

E. Signs, Plaques and Murals. Under no circumstances may the Charter School or any of its board members, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns obscure, remove, paint over, permanently conceal or otherwise alter any other sign, tile, mural, or plaque currently affixed to walls or buildings in the Subject Property, including but not limited to those depicting dedications and/or naming of rooms or buildings. Further, other than signage already installed by Charter School in prior years, Charter School shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, mural or other external decorations on the improvements that are a part of the Subject Property without the District's prior written consent, which shall not be unreasonably withheld. Subject to the District's approval as described herein, and subject to any other applicable laws or regulations, the Charter School may install signage customarily used by other schools in the District at the Subject Property. The Charter School shall seek approval from

the District of all signage, including location and size, but the District shall not unreasonably deny approval of signage that complies with District custom and practice. The District hereby approves the placement of temporary banners (e.g., paper or fabric banners) identifying or advertising school-related activities and events, as customarily used by other public schools.

F. Use of Subject Property. Charter School shall have full and exclusive use of the portions of the Subject Property identified in this Agreement for the operation of a public charter school to provide educational instruction to public school students consistent with the terms of its Charter and any memorandum of understanding related to its operations, and incidental related uses, except:

(i) The District and Charter School are bound by the terms of the Civic Center Act (as detailed in Section 1B above) and/or any joint use or recreational program use established by the District and agreed upon by Charter School;

(ii) The District may require use of the Subject Property to fulfill any other temporary or emergency legal obligation such as in support of local emergencies; and

(iii) Charter School's use of the Subject Property is subject to change based upon any increase or decrease in the number of classrooms or other exclusive use space provided to Charter School as set forth in this Agreement.

G. Portable Classrooms and Restrooms. The District will permit the installation of up to six classroom portables and four restroom portables at the Subject Property, subject to the approval of the Division of State Architect ("DSA"). Charter School shall cooperate with and support the District's efforts to obtain DSA approval. Charter School shall be responsible for all costs associated with installation of and maintenance for the portables. Charter School will also be responsible for all costs associated with ensuring that any classroom or restroom portable installed, and any space impacted by the installation of a classroom or restroom portable, is in compliance with the Americans with Disabilities Act and Fire Life Safety. Charter School shall be responsible for furnishing and maintaining the portables. Charter School will be responsible for removing the portable classrooms and restrooms, and all associated costs, at the conclusion of its occupancy of the Subject Property. The District will not charge Charter School a pro rata share for these portables.

2. Fees. Each year for the term of the Agreement, Charter School shall pay to the District a Pro Rata Share Charge ("Use Fee") in the amount of \$181,562.40, in eleven equal monthly installments, for its use of space on the Subject Property. All charges and payments due and owing from the Charter School to the District shall be invoiced by the District to the Charter School, and shall become due thirty (30) calendar days thereafter. Late payments shall be subject to interest at the rate of ten percent (10%) per annum. A map of the Subject Property depicting all teaching station, non-teaching station and specialized classroom space provided to Charter School pursuant to this Agreement is attached as Exhibit "A." The Use Fee is subject to change based upon any increase or decrease in the number of classrooms or other exclusive use space provided to Charter School as set forth in this Agreement. The methodology for calculating the Use Fee is attached as Exhibit "B." The Agreement shall be amended as necessary to accommodate any change in the Use Fee.

3. **Term.** The term of this Agreement shall commence on the Commencement Date and terminate on June 30, 2025 (“Term”). The Term may be modified as discussed elsewhere in this Agreement. Notwithstanding anything to the contrary set forth herein, this Agreement shall automatically terminate if Charter School loses its charter or the school ceases to exist or is no longer operated by Charter School.

4. **Annual Projection of In-District and Total Average Daily Attendance.** It is the intent of the Parties to achieve some stability in the allocation of public school space to Charter School. Nevertheless, the Parties must observe and comply with all requirements set forth in Proposition 39. Consequently, on or before November 1st of each year during the term of this Agreement, Charter School shall provide the District with a reasonable projection of Charter School’s in-District classroom average daily attendance (“ADA”) for the following year, for the purpose of demonstrating that Charter School reasonably projects a sufficient number of in-District students to justify its continued occupation of the number of classrooms it has been allocated pursuant to its Alternative Agreement with the District and this Agreement. It shall be sufficient for this purpose for Charter School to submit charts in the form set forth on pages 1 and 2 of Charter School’s Proposition 39 Facilities Request for the 2020-21 school year, copies of which are attached as Exhibit “D” to this Agreement. If Charter School projects a decrease in its in-District classroom ADA, the District may, in its reasonable discretion, decrease the number of classrooms allocated to Charter School for the following school year in accordance with Proposition 39 and its implementing regulations (California Code of Regulations, title 5, section 11969.1 et seq.). If Charter School projects an increase in its in-District classroom ADA, the District may, but shall be under no obligation to, provide Charter School with additional classroom space sufficient to accommodate that increase for the following school year. The District shall not be obligated to allocate facilities in excess of those allocated to Charter School for the 2020-21 school year. If the District adjusts the classroom allocation, the Use Fee shall be adjusted accordingly, and this Agreement shall be amended to accommodate those changes. If Charter School fails to provide a projection of its in-District classroom ADA in any given year, the District shall provide notice and allow fifteen (15) days from the date of that notice for Charter School to provide its projection. Should Charter School fail to provide this projection after notice is given as provided herein, this Agreement shall terminate at the end of the then current instructional year. No portables installed by the Charter School (as described in Section 1G) shall be included in the number of classrooms allocated as a result of an increase or decrease of in-District classroom ADA described above.

Pursuant to Education Code section 47614, subdivision (b)(2) and California Code of Regulations, title 5, section 11969.8, Charter School remains subject to potential reimbursement obligations for overallocated space for the entire Term of this Agreement. For purposes of determining whether space is considered to be overallocated in accordance with California Code of Regulations, title 5, section 11969.8, Charter School’s projected in-District classroom ADA on which the facility allocation for the 2020-21 school year is based will be 384. For the 2021-22, 2022-23, 2023-24 and 2024-25 school years, the projected in-District classroom ADA on which the facility allocations will be based will be based on the projections made by the Charter School for that year in accordance with this section.

5. **Cooperation in Mitigation of Any Traffic Impacts on Neighborhood.** Charter School agrees to reasonably cooperate with the District, the City of Aliso Viejo, and the neighborhood surrounding the Subject Property to address concerns that may arise concerning

the impact on traffic near the Subject Property, during student drop-off and pick-up times during the school day, brought about by operations of the Charter School. The District agrees to promptly forward any complaints or concerns which may be received regarding traffic to Charter School to allow Charter School an opportunity to respond. Charter School will continue to operate on a schedule with the intent to minimize traffic congestion at the beginning and end of the school day. Charter School will be proactive in taking steps to maximize safety and minimize congestion affecting the school community. The District shall require any charter schools or other programs co-located on the Subject Property to cooperate to the same degree as Charter School to address these concerns. The parties agree that uses contemplated under this Agreement will remain within the designed capacity of the Subject Property and that no additional review is required under the California Environmental Quality Act ("CEQA").

6. **Utilities.** Charter School will be responsible for the cost of the utilities it uses or consumes on the Subject Property. Charter School will also be responsible for the cost of trash service. The District will invoice Charter School for such costs and payment shall be due within thirty (30) days of Charter School's receipt of an invoice. Charter School shall obtain its own internet service provider, internet, telephone and cable provider and shall assume sole responsibility for all costs, upkeep and maintenance of all Charter School telephone systems, data lines, and related equipment, software and hardware, with the exception of that which, if any, is provided by the District under Section 1C above.

7. **Maintenance.** Facilities provided to the Charter School shall remain the property of the District, except for the portables described in Section 1G. The ongoing operations and maintenance of the facilities, except for the portables described in Section 1G, as well as major maintenance and any items that would previously have been considered deferred maintenance under Education Code section 17582, shall be the responsibility of the District. This includes HVAC, mobile maintenance, electrical, plumbing, roofing, exterior and interior painting, and floor systems.

In the event that the Charter School requires the District to perform maintenance and repairs, as allowed for above, Charter School must submit such request via appropriate District work order processes. Currently, and until further written notice, the Charter School must submit such requests on a form developed by the District via mail, email, or personal delivery, to the Maintenance & Operations Work Order Clerk. The District reserves the right to implement a different process for submission of maintenance/repair requests. The District may need to access the Subject Property during normal District hours of operation, which may coincide with Charter School's hours of operation, in order to perform maintenance and repairs. District staff shall be allowed to access the Subject Property during Charter School's hours of operation to perform maintenance, as needed, and any repairs requested by Charter School. The District will consult with Charter School in scheduling such repair work in order to minimize the disruption to Charter School's operation.

For an emergency request for service, Charter School should call (949) 493-2748 after hours. Emergency request is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property.

Notwithstanding the District's maintenance obligations, Charter School shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the Subject Property by Charter School. Negligence shall include, but not be limited to, failure to submit a repair/maintenance request to the District within a reasonable amount of time after Charter School discovers the need for repair.

The Charter School shall be responsible for custodial services and any equipment or technology purchased by the Charter School. Charter School shall perform custodial services in a manner equivalent to those performed at other District school sites. Should the Charter School neglect or fail to perform custodial services consistent with current District practice, the District reserves the right to charge the Charter School the reasonable cost for such maintenance if Charter School fails to cure such failure within fifteen (15) days' written notice from the District. The District shall be responsible for the maintenance of the landscaping of the Subject Property. Charter School shall not maintain, remove or otherwise alter any trees at the Subject Property in any manner, unless Charter School receives written permission from the District.

8. Installation of Improvements or Alterations by Charter School.

Except as provided in Section 1G, Charter School shall not construct or install any improvements (as defined in Civil Code section 660) on the Subject Property or otherwise alter the Subject Property without the prior written consent of the District and the DSA. Any request to construct or install an improvement must be initiated by the submission of a "Site Improvement Request" form, a copy of which is attached as Exhibit "C." Except as provided in Section 1G, the District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at the District's sole and absolute discretion, and the District may disapprove of such improvements; however, the District's approval shall not be unreasonably withheld.

Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required pursuant to this Agreement, such consent shall be obtained exclusively from the District's Superintendent or designated representative and consent obtained from any other source shall be invalid. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. The District or the District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. Charter School shall indemnify, defend and hold harmless the District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out of or caused by any violation by the Charter School or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

Charter School shall deliver to the District, promptly after Charter School's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements on the Subject Property: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements. Charter School will not permit any liens or claims to stand against the Subject Property for labor or materials furnished in connection with any work performed by Charter School. Upon reasonable and timely notice of any such lien or claim delivered to Charter School by the District, Charter School may bond and contest the validity and the amount of such lien, but Charter School will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense. Additionally, Charter School may not use or operate the improvements until the project is closed-out and certified by DSA, if applicable, and/or final approval is received from any applicable agency. Charter School shall provide evidence of closeout and certification or approval, in a form reasonably acceptable to the District.

9. **Provision of Facilities.** The facilities to be provided by the District to the Charter School for the Term are also subject to the following:

A. **Exclusive Use.** Charter School shall have exclusive use of the buildings, offices and classrooms identified in the map attached as Exhibit "A" to this Agreement. Charter School shall also have exclusive use of any containers or portables it installed at the Subject Property; all fields and play space; the outdoor lunch areas; and the staff parking area. The square footage of the areas for which Charter School will be charged a Use Fee is 27,180. Charter School shall be solely responsible for all costs associated with any containers or portables it installed, including maintenance.

B. **Third-Party Use.** Charter School agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of District-approved third-party programs on the Subject Property. The District agrees to allow the Charter School to have a before/after school program and enrichment classes operated by the Charter School or a third-party in Charter School's exclusive use space provided the Charter School or third-party provides documentation to the District that the provider has secured insurance coverage naming the District as an additional insured and written acknowledgement that the provider will comply with all applicable fingerprinting and background clearance requirements as well as the District's practices regarding the operations and maintenance of the Subject Property and District furnishings and equipment.

10. **Security.** The Charter School shall ensure that the facilities on the Subject Property are adequately locked and secured through security devices, including, but not limited to, locks and gates following use by the Charter School. No locks or keys shall be changed

without first obtaining approval from the District's Executive Director of Maintenance, Facilities, and Operations. Within five (5) working days after new alarm codes, locks or keys have been changed or added, the Charter School shall provide new alarm codes, locks or keys to the Chief Facilities Officer.

11. **Condition of Subject Property.** The District is not aware of any defect in or condition of the Subject Property that would prevent its use for Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Subject Property that calls into question the appropriateness or sufficiency of the Subject Property for its intended purpose. The District, at its expense, shall remain responsible for compliance with all applicable laws regarding the Subject Property during the Term of this Agreement. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Subject Property, including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, and water and air quality. Charter School shall not be responsible for any and all environmental conditions that existed prior to Charter School's occupancy of the Subject Property, so long as such environmental conditions are not exacerbated by Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the Americans with Disabilities Act, Fair Employment and Housing Act ("FEHA"), and other applicable building code standards for any existing compliance issue prior to the date of execution of this Agreement and any compliance issue not triggered by any modifications or improvements made by Charter School. Charter School shall only assume responsibility for compliance with the Americans with Disabilities Act and FEHA access rights to the extent of any modifications or improvement made by Charter School. Should any modifications or improvements made by Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. Charter School shall comply with all applicable licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Subject Property due to Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all of the property affected, including, if applicable, any properties in the vicinity of the Subject Property, to the satisfaction of the District and any governmental agencies having jurisdiction over the Subject Property or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean-up, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type due to Charter School's use and occupancy of the Subject Property, or fails to pay any related legal, investigative, and monitoring costs, penalties, fines and disbursements, the District reserves the right to take over the required action and to take all necessary steps to recoup any and all costs associated therewith from Charter School.

12. **Title to Subject Property.** The Parties acknowledge that title to the Subject Property is held by the District and shall remain in the District's name at all times.

13. **Insurance.** The District will maintain its current levels of insurance on the structures on the Subject Property. The Parties agree that self-insurance through a Joint Powers Authority shall satisfy the District's obligations under this section. The District shall

not be responsible for insuring any of Charter School's personal property or persons (including without limitation students or members of staff). Charter School shall procure and maintain, for the duration of this Agreement, insurance coverage, with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company. Charter School may use a self-insurance and/or joint powers authority mechanism to meet the described insurance requirements.

Each policy required above shall be endorsed to establish that coverage is primary and that any insurance or self-insurance held by the District, its officials, employees and agents shall be excess and shall not contribute to it. Charter School shall provide the District with thirty (30) days prior written notice of cancellation of any insurance policy required above.

The District's insurance shall be primary for claims for damage to the Subject Property's physical structures caused by the actions of the District or third parties to this Agreement, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of Charter School.

The District may, at its reasonable discretion, require additional coverage or additional limits. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.

The coverage and limits required hereunder shall not in any way limit the liability of Charter School nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Charter School's risks hereunder.

No later than five (5) business days after execution of the Agreement, Charter School will provide the District with a certificate(s) of insurance verifying such insurance and the terms described herein.

14. **Indemnification.** With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the Charter School's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Subject Property. Charter School's obligation to defend the District and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With exception of any liability, claims or damages caused by the negligence or willful misconduct of Charter School, the District shall indemnify, hold harmless, and defend Charter School, its trustees, officers, employees and agents against and from any and all claims, demands,

actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the District's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the Subject Property. The District's obligation to defend the Charter School and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

15. Damage and Destruction of Facilities.

A. Partial Damage. If the Subject Property is damaged by any casualty which is covered by applicable insurance, and the Charter School still has access to at least sixty percent (60%) of the usable classroom space, then the Subject Property shall be restored provided insurance proceeds are available to pay for the cost of restoration, and provided such restoration can be completed within one hundred twenty (120) days after the commencement of the work in the opinion of a registered architect or engineer approved by the District. In such event, this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's use of the Subject Property. The District shall provide the Charter School reasonably equivalent temporary housing on the Subject Property, or another school site that is near to the Subject Property for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same.

B. Total Destruction. If the Subject Property is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Subject Property cannot be restored as required herein, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. The District will provide Charter School with a reasonably equivalent school facility or facilities, if necessary, sufficient to accommodate Charter School's enrollment for the remainder of the current school year or for as long as necessary for Charter School to submit a Proposition 39 request for the next school year and receive a reasonably equivalent offer of facilities from the District, if appropriate, as soon as possible after the effective date of the damage to avoid any interruption in Charter School's educational program.

C. Any damage or destruction of the Subject Property regardless of its cause or insurance coverage shall not relieve the District of its obligation to provide Charter School with reasonably equivalent facilities.

16. Access. Charter School shall permit the District, its agents, representatives or employees, to enter upon the Subject Property for the purpose of inspecting the same or to make repairs, alterations, or additions to any portion of the Subject Property. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of

emergency or imminent threat to health or safety of occupants. The District shall not unreasonably interfere with Charter School's educational program during its inspection of or repairs, alterations, or additions to any portion of the Subject Property.

17. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or e-mail transmission, addressed as follows:

If to the District:

Capistrano Unified School District
Attention: Heidi Crowley
33122 Valle Road
San Juan Capistrano, CA 92675
Phone: (949) 234-9220
E-mail: HACROWLEY@capousd.org

If to the Charter School:

Journey School
Attention: Gavin Keller, Executive Director
27102 Foxborough
Aliso Viejo, CA 92656
Phone: (949) 448-7232
E-mail: gavin@journeyschool.net

Any notice personally given or sent by e-mail transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

18. **CEQA.** Charter School acknowledges that CEQA may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. Charter School waives any claims against the District regarding delays, modifications or abandonment of a project or use due to any inability to meet CEQA requirements.

19. **Subcontract and Assignment.** Charter School may not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.

20. **Termination.** The Charter School may terminate this Agreement by giving twelve (12) months written notice without cause. The District may terminate the Agreement upon Charter School's commission of a default or material breach of the Agreement, which may include, but is not limited to the occurrence of any one or more of the following:

A. The failure by Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by the District to Charter School.

B. The failure by Charter School to observe or perform any of the covenants, conditions or material provisions of this Agreement to be observed or performed by Charter School where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by the District to Charter School (hereinafter "Notice of Failure"). Charter School shall not be deemed to be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion within one hundred twenty (120) days from the date of the Notice of Failure or longer if mutually agreed to by the Charter School and District.

C. The termination, revocation or non-renewal of Charter School's charter by Charter School's authorizer or cessation of Charter School's operations for any reason; however, if Charter School appeals any such termination, revocation or non-renewal, this Agreement shall not terminate before either Charter School has completed the appeals process and has not prevailed, or the end of the Term, whichever occurs first.

D. The failure by Charter School to utilize the Site or Facilities for the purpose of operating a charter school, and associated uses including, but not limited to, Charter School Board meetings, parent meetings, professional development and training courses, after-school programs and enrichment classes as authorized by this Agreement and Charter School's charter and any memorandum of understanding where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by the District to Charter School.

E. The failure of Charter School to limit its use of the Subject Property to the space allocated to Charter School pursuant to this Agreement and in conformity with the District's practices regarding the operations and maintenance of District facilities and furnishings and equipment where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by the District to Charter School.

F. The failure of Charter School to provide the District with reasonable projections of Charter School's ADA for the following school year within 15 days of the date of notification from the District, as detailed in Section 4 above.

If the District terminates this Agreement for any of the reasons identified in Sections 20A, 20B, 20D, 20E or 20F of this Agreement, or for any other default or material breach of this Agreement, in sufficient time to enable Charter School to submit a Proposition 39 facilities request by the submission deadline set forth in California Code of Regulations, title 5, section 11969.9, subdivision (b), Charter School shall submit a written facilities request to the District on or before that deadline if it wishes to obtain facilities from the District for the following school year. The District and Charter School shall then adhere to the timeline set forth in Section 11969.9.

If, however, the District terminates this Agreement at a time that does not enable Charter School to submit a written facilities request in accordance with the deadline set forth in Section 11969.9, subdivision (b), Charter School must submit a written facilities request no later than 30 days after termination of the Agreement if it wishes to obtain facilities from the District for the

following school year. The District and Charter School will then work together to establish a reasonable schedule for the District to provide any objections to Charter School's attendance projections, for Charter School to respond to any objections, for the District to issue a preliminary proposal of space, for the Charter School to respond to the preliminary proposal, for the District to provide a final notification of space and for the Charter School to respond to the final notification of space to ensure that Charter School is provided with facilities for that school year. Any agreement for facilities shall then be made pursuant to California Code of Regulations, title 5, section 11969.1, subdivision (b).

21. **Full and Complete Satisfaction of Proposition 39 Obligations.** Charter School agrees that the provision of the Subject Property pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furniture and equipment, to Charter School pursuant to Education Code section 47614 and the Proposition 39 Implementing Regulations (Cal. Code Regs., tit. 5, § 11969.1 et seq.) for the Applicable Years. Charter School waives and forever releases the District from any claim that Charter School, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Charter School from expanding its enrollment to meet pupil demand for the Applicable Years. Further, Charter School waives any rights it may have to object to the District's perceived failure to offer facilities, including furniture and equipment, or to otherwise comply with the substantive or procedural requirements of Proposition 39 and its Implementing Regulations for the Applicable Years.

22. **Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. **Entire Agreement of Parties.** This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

24. **Legal Interpretation.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California. The Parties expressly understand and agree that this Agreement is neither intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its Party to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

25. **Waiver.** The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. **Severability.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. **Incorporation of Exhibits.** Each exhibit attached hereto is incorporated herein by reference.

30. **Scanned/Electronic Signatures.** This Agreement may be executed and transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Dated: _____, 2020

By: _____
Its: Deputy Superintendent, Business and Support Services

JOURNEY SCHOOL

Dated: April 23, 2020


By: 
Its: Executive Director

EXHIBIT “A”

Journey School Campus 2018-19

Updated 9-14-18

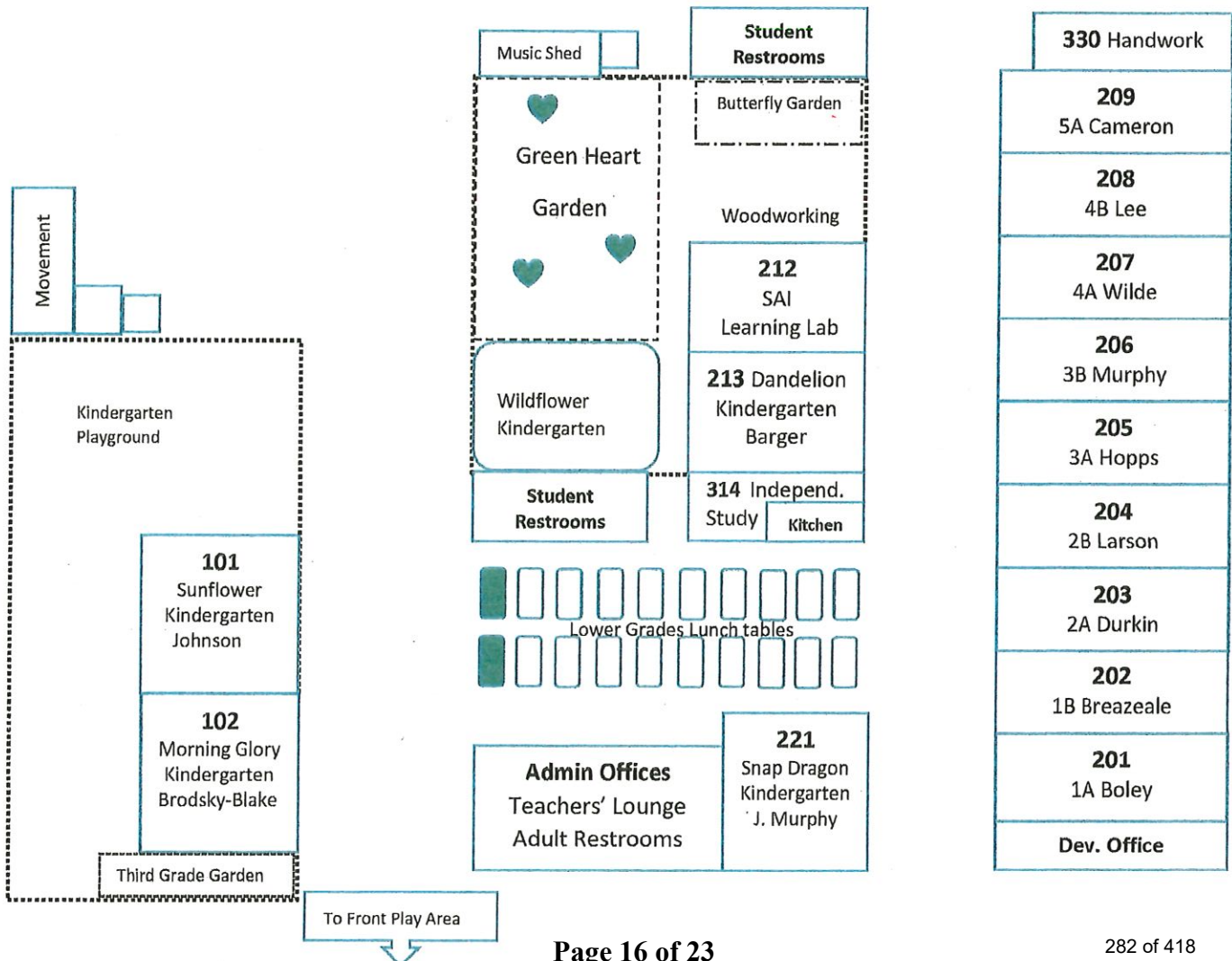
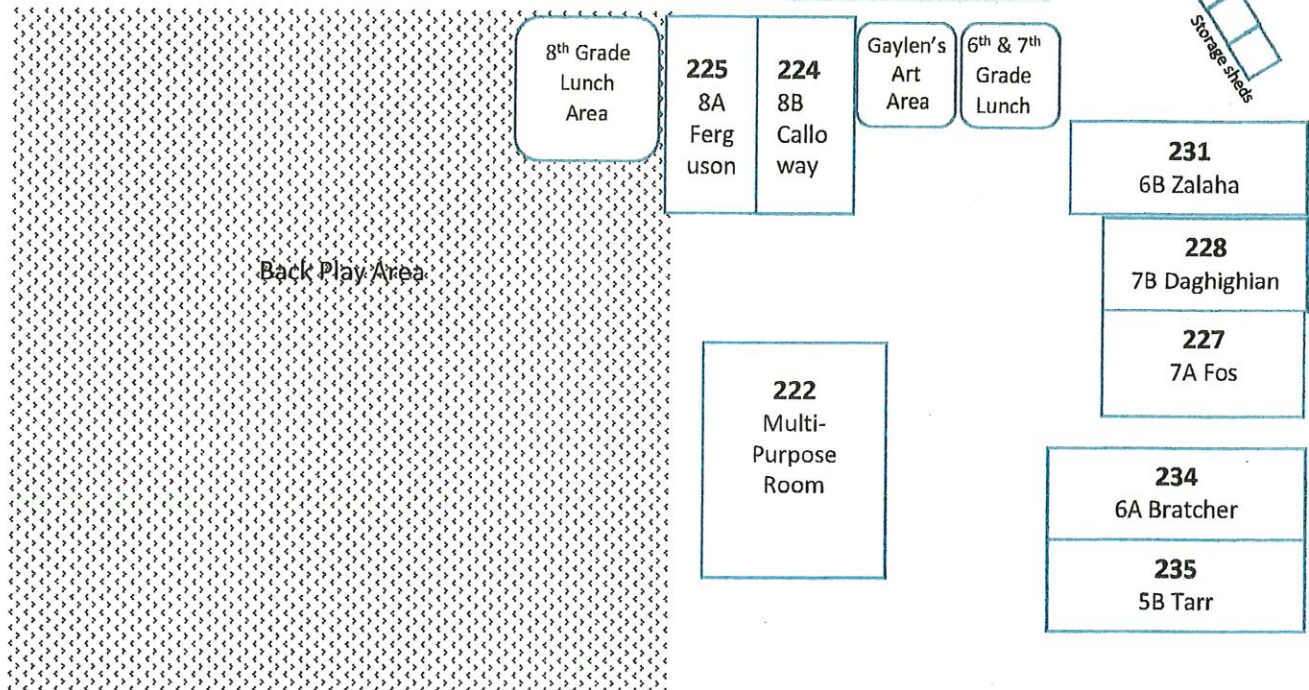


EXHIBIT “B”

Function	Unrestricted General Fund	18-19
7690	General Admin: Fac Planning	362,367
8100	M&O	2,535
8105	M&O Overhead: Restricted	770,968
8106	M&O Overhead: Unrestricted	954,501
8107	Operational Services	0
8110	RR Buildings	14,816,769
8120	RR Grounds	807,371
8200	Operations: Utilities	11,568,577 *
8210	Operations: Custodial	11,002,041 *
8220	Grounds	3,225,559
8230	District Vehicles	397,369
8300	Security	240,081
8310	Safety & Training	87,730
8500	Facilities Acquist&Construction	1,715,035
8500	Deferred Maintenance	4,015,939
	Total	49,966,841
	* Less Operations cost if self funding	22,570,617
	GRAND TOTAL	27,396,224
	Square footage of District	4,100,000
	In district square feet	16,358
	Per Square Foot	6.68
	Total 20-21 prorata share for Charters	109,271.44

EXHIBIT “C”

EXHIBIT C



**Capistrano Unified School District
Site Improvement Project Request Form**
(Site or Community Sponsored Modifications to CUSD Property)

Written authorization is required from the Department of Facilities/Maintenance and Operations before proceeding with any site (building and/or grounds) improvement. Please allow thirty (30) days for Facilities/Maintenance and Operations to review your Site Improvement Request.

1. Date: _____
2. School: _____
3. Contact Name: _____
4. Contact Organization: _____ Day/Even Phone: _____
5. Contact Address: _____
6. Describe Proposed Project: _____
7. Please attach a site plan and show the proposed project location.
8. Cost estimate for proposed project (including planning, design, materials, implementation, etc.): _____
9. Will there be ongoing costs for proposed project once implemented? Yes No
10. List funding source (s) SIP, PTA, etc. and CUSD SACS budget code: _____
11. Are funds available now? Yes No
12. Anticipated implementation schedule: (please identify month, day and year)
Start Date: ____/____/____ Completion Date: ____/____/____
13. Please provide any additional information (such as: photos, drawings or specifications) that might be helpful (s Facilities/Maintenance and Operations in its evaluation of your request): _____

**SITE IMPROVEMENT REQUEST FORM
SITE ADMINISTRATOR APPROVAL**

I am aware of the proposed project described above (initial) _____

I have the following comments/concerns: _____

I support this project:

Site Principal's Signature: _____

Phone: () _____

Site: _____

Date: _____

Facilities Approval _____

M&O Approval _____

Comments: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

EXHIBIT “D”



November 1, 2019

Via Email and Hand Delivery

Superintendent Kirstin Vital
 Capistrano Unified School District
 33122 Valle Rd
 San Juan Capistrano, CA 92675

RE: Request for Proposition 39 Facilities for the 2020-21 School Year

Dear Superintendent Vital:

Journey Charter School ("Charter School" or "Journey") requests reasonably equivalent school facilities from Capistrano Unified School District ("District") pursuant to Education Code Section 47614 ("Proposition 39") and Title 5, California Code of Regulations Section 11969.1 through 11969.11, as amended ("Regulations").

Charter schools desiring Proposition 39 facilities must generally make an annual written request. Regulations Section 11969.9(c)(1) specifies the information that must be included in the annual facilities request. This request, along with the information submitted herewith, meets and exceeds the requirements of Education Code Section 47614 and the Regulations.

Projected Average Daily Attendance (ADA)

Proposition 39 requires the District to allocate school facilities to the Charter School based upon our projected in-District classroom ADA. We determined that a reasonable projection of the Charter School's in-District classroom ADA for the 2020-2021 school year is 384.00. The following tables break down the Charter School's projected ADA (Regulations § 11969.9(c)(1).):

Table 1: Total ADA

Grade Level	Prior Year (2018-19)	Current Year (2019-20)	Request Year (2020-21)
TK	22.10	15.36	15.36
K	99.38	109.44	106.56
1	66.87	66.24	67.20
2	56.05	62.40	66.24
3	59.81	62.40	62.40
4	58.83	57.60	61.44
5	51.90	53.76	56.64
6	52.04	52.80	53.76
7	48.00	45.12	46.08
8	41.88	37.44	39.36
Total	556.85	562.56	575.04

27102 Foxborough, Aliso Viejo, CA 92656
 Office (949) 448-7232 Fax (949) 448-7256

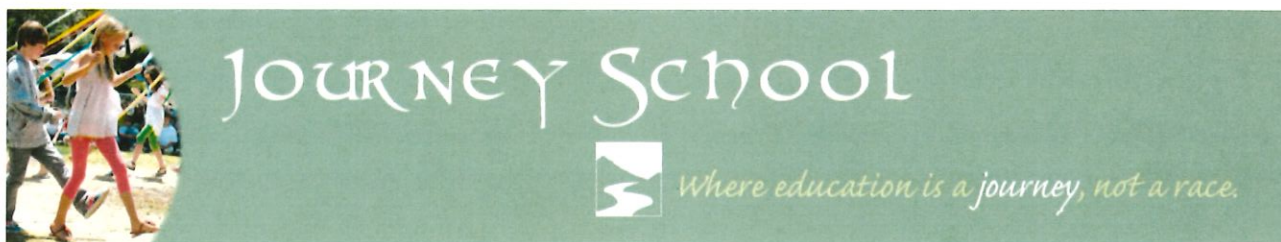


Table 2: Total In-District ADA

Grade Level	Prior Year (2018-19)	Current Year (2019-20)	Request Year (2020-21)
TK	22.10	11.52	11.52
K	74.99	85.44	82.56
1	53.70	44.16	47.04
2	45.23	50.88	46.08
3	50.00	50.88	50.88
4	46.08	44.16	48.00
5	42.46	41.28	42.24
6	38.03	40.32	41.28
7	33.39	33.60	36.48
8	34.09	25.92	30.72
Total	440.07	428.16	436.80

Table 3: Total Classroom ADA

Grade Level	Prior Year (2018-19)	Current Year (2019-20)	Request Year (2020-21)
TK	14.92	10.56	10.56
K	65.95	73.92	71.04
1	53.42	52.80	53.76
2	52.58	51.84	55.68
3	53.64	56.64	56.64
4	54.37	52.80	56.64
5	51.90	51.84	54.72
6	52.04	52.80	53.76
7	48.00	45.12	46.08
8	41.88	37.44	39.36
Total	488.70	485.76	498.24

Table 4: Total In-District Classroom ADA

Grade Level	Prior Year (2018-19)	Current Year (2019-20)	Request Year (2020-21)
TK	14.92	7.68	7.68
K	53.70	56.64	58.56
1	42.93	36.48	41.28
2	42.84	44.16	40.32
3	45.02	48.00	44.16
4	41.97	40.32	45.12
5	42.46	39.36	38.40
6	36.62	40.32	41.28
7	30.72	33.60	36.48
8	34.09	25.92	30.72
Total	385.27	372.48	384.00

27102 Foxborough, Aliso Viejo, CA 92656
Office (949) 448-7232 Fax (949) 448-7256

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent Business and Support Services

Prepared by: Heidi Crowley, Coordinator Charter Schools and Strategic Initiatives

Date: May 20, 2020

Board Item: Charter Facilities Agreement for 2020-2021 – OCASA College Prep

HISTORY

Proposition 39, introduced in the November 2000 ballot, amended California *Education Code (EC)* § 47614, with the intent that public school facilities should be shared fairly among all public school pupils, including those in charter schools.

EC § 47614 requires that school districts make available, to all charter schools operating in their school district with projections of at least 80 units of average daily attendance (ADA), facilities that will sufficiently accommodate all of the charter’s in-district students, and that facilities be “reasonably equivalent” to other classrooms, buildings, or facilities in the district. However, charter schools and school districts have the flexibility to enter into alternative or in-lieu agreements outside of the Prop 39 process.

BACKGROUND INFORMATION

On September 18, 2019, the District approved Resolution No. 1920-25, Resolution of the Board of Trustees to Approve the Petition for OCASA College Prep Charter School Subject to Entry into a Memorandum of Understanding (MOU). The approval was for a 5-year term, commencing July 1, 2020, and subject to OCASA College Prep’s (OCP) agreement to enter into a MOU. The MOU was approved by the Board on October 16, 2019 and OCP is currently on track meeting the conditions of the MOU and planning to open in August of 2020.

OCP submitted a Proposition 39 Request for School Facilities Application in accordance with California Education Code timelines in October of 2019. The District and OCP successfully negotiated a one-year alternative agreement beginning July 1, 2020 and concluding at the expiration of the agreement on June 30, 2021 to occupy space at 31522 El Camino Real in San Juan Capistrano, California 92675 (formerly the College and Career Advantage campus). Staff worked with administrators at San Juan Elementary School and Bridges/Adult Transition Program to determine the percentage of use time needed of the Bucheim Field and that is factored into the agreement. All parties will meet prior to school starting to create a schedule for use of the field. OCP agrees that the provision of the subject property pursuant to this agreement constitutes full and complete satisfaction of the District’s obligation to provide facilities, including furniture and equipment, to Charter School pursuant to Education Code § 47614 and the Proposition 39

Implementing Regulations (Cal. Code Regs., tit. 5, § 11969.1 et seq.) for the 2020-2021 school year.

CURRENT CONSIDERATIONS

Approval of Charter Facilities Agreement with OCP to enter into an in-lieu arrangement where OCP will occupy space at 31522 El Camino Real, San Juan Capistrano, California 92675 (formerly the College and Career Advantage campus) in the 2020-2021 school year. Terms of this agreement include the use of the space described and depicted in Exhibit A, for a one-year term of July 1, 2020 to June 30, 2021. The agreement has been reviewed and approved by the District's legal counsel.

FINANCIAL IMPLICATIONS

The estimated budget for this Charter Facilities Agreement is \$700,000 which includes costs associated with adding portable restroom the Bridges/Adult Transition Program side of the campus and all furniture and equipment for OCP. This will be funded by developer fees and offset by the pro-rata share of \$51,324.44 OCP will pay for its exclusive and shared use space on the property.

STAFF RECOMMENDATION

It is recommended the Board approve the Charter Facilities Agreement with OCASA College Prep to enter into an in-lieu arrangement where OCASA will occupy space at 31522 El Camino Real, San Juan Capistrano, California 92675 (formerly the College and Career Advantage campus) in the 2020-2021 school year.

PREPARED BY: Heidi Crowley, Coordinator Charter Schools and Strategic Initiatives

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

**CHARTER FACILITIES AGREEMENT
BY AND BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT AND
OCASA COLLEGE PREP CHARTER SCHOOL**

Pursuant to California Code of Regulations, title 5, section 11969.1, et seq., this Charter Facilities Agreement ("Agreement") is made and entered into as of the last date of the execution of the Agreement (the "Effective Date"), by and between the Capistrano Unified School District, a public school district organized and existing under the laws of the State of California ("District"), and OCASA College Prep Charter School ("Charter School" or "OCASA"), a charter school authorized by the District and operated by OCASA, Inc., a California non-profit public benefit corporation, (individually a "Party" or collectively the "Parties"), with reference to the following:

1. **Use of the Subject Property.** The District agrees to allow Charter School use of the premises located at 31522 El Camino Real, San Juan Capistrano, California 92675 ("Subject Property"), as set forth in this Agreement, for the sole purpose of operating the Charter School educational program and the associated uses detailed in Sections 7B and 19D below, in accordance with the Charter under which Charter School became an independent Charter School. Charter School's right to use of the Subject Property shall begin on July 1, 2020 and shall conclude at the expiration of this Agreement on June 30, 2021 ("Applicable Year"), unless earlier terminated in accordance with the terms of this Agreement.

A. **Reversion to District.** Upon the termination or expiration of this Agreement by its terms, the right to use and occupation of the Subject Property and the facilities and District equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor agreement regarding the Charter School's continued use of the Subject Property for its educational program. If the Charter School desires to have facilities provided by the District for the 2021-22 academic year, the Charter School must submit a facilities request pursuant to Proposition 39 no later than November 1, 2020, or the then-applicable submission deadline. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Subject Property, including, but not limited to, use of such Subject Property for District programs and services.

B. **Civic Center Act.** Charter School shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment, except to the extent deviation from those policies and/or practices is approved by the District. Although Charter School shall have use of the Subject Property, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38130 et seq.) in making use of the facilities accessible to members of the community. For purposes of Civic Center Act compliance only, with respect to the Subject Property only, the Charter School governance council shall hold the same powers and obligations applicable to a School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making the facilities accessible to members of the community. The District shall forward all Civic Center Act requests it receives for use of the Subject Property to the Charter School, and Charter School shall provide the District copies of all requests, invoices and other correspondence between the Charter School and any third parties requesting use of the

Subject Property. Charter School shall provide the District with notice of all Civic Center Act applicants and the District shall have final approval over Civic Center Act uses. Charter School may not charge third-party users fees in excess of those allowed under the Civic Center Act. All proceeds derived from the use, pursuant to the Civic Center Act, of the portion of the Subject Property exclusively occupied by Charter School shall be the property of the Charter School.

C. Furniture and Equipment. Most furnishings and equipment secured to the wall or floor will remain available during the term of the Agreement at the Subject Property, as well as all technology infrastructure such as wiring and switches. Additionally, any playground equipment, whiteboards, shelves, lunch tables, student desks, chairs and teachers' desks will remain or will be replaced with equivalent items in an amount consistent with the grade levels served. Charter School will provide its own telephones. The District will provide Charter School with 72 Chrome book computers and two laptop carts. The District will also provide Charter School with its standard science equipment, which consists of eight science tables measuring 60 inches by 30 inches, 32 student chairs, one mobile science laboratory demonstration station and one ergonomic stool to outfit one of Charter School's exclusive use classrooms. The District will provide its standard Wi-Fi and Ethernet ports for use by Charter School. The District will also provide Charter School with 12 outdoor lunch tables holding up to eight students each. Additionally, the District will install a gate between the rooms designated 5, 6, 7, 8, 9 and 10 and the field, as depicted on the attached map. The District will retain ownership of all furniture and equipment provided to Charter School and will expect all furniture and equipment to be returned to the District at the end of Charter School's occupation in the same condition as received, reasonable wear and tear excepted. Furniture and equipment will be replaced by the District in accordance with District schedules and practices.

D. College & Career Advantage School References. Under no circumstances may the Charter School or any of its board members, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns obscure, remove, paint over, permanently conceal or otherwise alter any sign, decal, mural, mascot or other reference to "College & Career Advantage" on the Subject Property ("CCA Reference") in any way. Charter School must specifically communicate this to its on-site staff. In the event that any CCA Reference is damaged or obscured in any way by Charter School or its agents, students, or employees during the Charter School's use of the Subject Property, Charter School shall be responsible for all costs associated with the full restoration of the CCA Reference.

E. Signs, Plaques and Murals. Under no circumstances may the Charter School or any of its board members, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns obscure, remove, paint over, permanently conceal or otherwise alter any other sign, tile, mural, or plaque currently affixed to walls or buildings in the Subject Property, including but not limited to those depicting dedications and/or naming of rooms or buildings. Further, other than signage already installed by Charter School in prior years, Charter School shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, mural or other external decorations on the improvements that are a part of the Subject Property without the District's prior written consent, which shall not be unreasonably withheld. Subject to the District's approval as described herein, and subject to any other applicable laws or regulations, the Charter School may install signage customarily used by

other schools in the District at the Subject Property. The Charter School shall seek approval from the District of all signage, including location and size, but the District shall not unreasonably deny approval of signage that complies with District custom and practice.

F. Shared Use of Subject Property. The Parties acknowledge that Charter School will share use of the outdoor field space ("Buchheim Field"), faculty restrooms and "Employee Parking" lot at the Subject Property with the District's Continued Learning Adult Special Services ("CLASS") program, Bridges Academic Program ("Bridges") and Adult Transition Program ("ATP") which are co-located on the Subject Property. Charter School may keep the gate to the Employee Parking lot closed. Charter School will also share Buchheim Field with San Juan Elementary School. Charter School shall work with CLASS, Bridges, ATP and San Juan Elementary School to determine the sharing arrangements for all of the non-exclusive space existing at the Subject Property identified in this Agreement ("Shared Use Facilities"). For purposes of calculating the Pro Rata Share Charge ("Use Fee"), Charter School's percentage of use of the faculty restrooms and employee parking lot shall be 66.7% as determined based upon the ratio of Charter School's exclusive use teaching station space to the total exclusive use teaching station space at the Subject Property. Charter School's shared use percentage of Buchheim Field, which includes softball, baseball and soccer fields on the Subject Property, shall be 57%. This percentage accommodates the daily usage requested by CLASS, Bridges, ATP and San Juan Elementary School. Charter School shall cooperate with CLASS, Bridges, ATP and San Juan Elementary School to coordinate the scheduling of events and activities that each intends to hold at the Subject Property to avoid scheduling conflicts or having multiple events or activities occur at the same time.

G. Charter School's Right to Terminate Upon Written Notice. Charter School shall have the option to terminate this Agreement with ninety (90) days' written notice if it identifies an alternative facility in which to house its program.

2. Fees. Charter School shall pay to the District a Use Fee in the amount of \$51,324.44, in eleven equal monthly installments, for its exclusive and shared use space on the Subject Property. Charter School understands that this Agreement is for the 2020-21 school year only and that the District has no obligation to provide Charter School with the same arrangement for any future school year. All charges and payments due and owing from the Charter School to the District shall be invoiced by the District to the Charter School, and shall become due thirty (30) calendar days thereafter. Late payments shall be subject to interest at the rate of ten percent (10%) per annum. The methodology for calculating the Use Fee is attached as Exhibit "B."

3. Cooperation in Mitigation of Any Traffic Impacts on Neighborhood. Charter School agrees to reasonably cooperate with the District, the City of San Juan Capistrano, and the neighborhood surrounding the Subject Property to address concerns that may arise concerning the impact on traffic near the Subject Property, during student drop-off and pick-up times during the school day, brought about by operations of the Charter School. The District agrees to promptly forward any complaints or concerns which may be received regarding traffic to Charter School to allow Charter School an opportunity to respond. Charter School will monitor traffic conditions surrounding the Subject Property and will be proactive in taking steps to maximize safety and minimize congestion affecting the school community. The District shall require any charter

schools or other programs co-located on the Subject Property to cooperate to the same degree as Charter School to address these concerns, and to monitor and mitigate traffic impacts caused by their use. The parties agree that uses contemplated under this Agreement will remain within the designed capacity of the Subject Property and that no additional review is required under the California Environmental Quality Act ("CEQA").

4. **Utilities.** Charter School will be responsible only for utilities costs equal to the percentage of exclusive use square footage it occupies on the Subject Property. The District will invoice Charter School for such costs and payment shall be due within thirty (30) days of Charter School's receipt of an invoice. Charter School shall obtain its own internet service provider, internet and cable provider and shall assume sole responsibility for all costs, upkeep and maintenance of all Charter School telephone systems, data lines, and related equipment, software and hardware, with the exception of that which, if any, is provided by the District under Paragraph 1C above.

5. **Maintenance.** Facilities provided to the Charter School shall remain the property of the District. The ongoing operations and maintenance of the facilities, as well as major maintenance and any items that would previously have been considered deferred maintenance under Education Code section 17582, shall be the responsibility of the District. This includes HVAC, mobile maintenance, electrical, plumbing, roofing, exterior and interior painting, and floor systems.

In the event that the Charter School requires the District to perform maintenance and repairs, as allowed for above, Charter School must submit such request via appropriate District work order processes. Currently, and until further written notice, the Charter School must submit such requests on a form developed by the District via mail, e-mail, or personal delivery, to the Maintenance & Operations Work Order Clerk. The District reserves the right to implement a different process for submission of maintenance/repair requests. The District may need to access the Subject Property during normal District hours of operation, which may coincide with Charter School's hours of operation, in order to perform maintenance and repairs. District staff shall be allowed to access the Subject Property during Charter School's hours of operation to perform maintenance, as needed, and any repairs requested by Charter School. The District will consult with Charter School in scheduling such repair work in order to minimize the disruption to Charter School's operation.

For an emergency request for service, Charter School should call (949) 493-2748 after hours. Emergency request is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property.

Notwithstanding the District's maintenance obligations, Charter School shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the Subject Property by Charter School. Negligence shall include, but not be limited to, failure to submit a

repair/maintenance request to the District within a reasonable amount of time after Charter School discovers the need for repair.

The Charter School shall be responsible for custodial services and any equipment or technology purchased by the Charter School. Charter School shall perform custodial services in a manner equivalent to those performed at other District school sites. Should the Charter School neglect or fail to perform custodial services consistent with current District practice, the District reserves the right to charge the Charter School the reasonable cost for such maintenance if Charter School fails to cure such failure within fifteen (15) days' written notice from the District. The District shall be responsible for the maintenance of the landscaping of the Subject Property. Charter School shall not maintain, remove or otherwise alter any trees at the Subject Property in any manner, unless Charter School receives written permission from the District.

6. **Installation of Improvements or Alterations by Charter School.** Charter School shall not construct or install any improvements (as defined in Civil Code section 660) on the Subject Property or otherwise alter the Subject Property without the prior written consent of the District, and if required, the Division of the State Architect ("DSA"). Any request to construct or install an improvement must be initiated by the submission of a "Site Improvement Request" form, a copy of which is attached as Exhibit "C." The District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at the District's sole and absolute discretion, and the District may disapprove of such improvements for any reason.

Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required under Section 5 or any other provision of this Agreement, such consent shall be obtained exclusively from the District's Superintendent or designated representative and consent obtained from any other source shall be invalid. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. The District or the District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. Charter School shall indemnify, defend and hold harmless the District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out of or caused by any violation by the Charter School or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

Charter School shall deliver to the District, promptly after Charter School's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements on the Subject Property: (a) plans and specifications for the subject improvements, (b) test results,

physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements. Charter School will not permit any liens or claims to stand against the Subject Property for labor or materials furnished in connection with any work performed by Charter School. Upon reasonable and timely notice of any such lien or claim delivered to Charter School by the District, Charter School may bond and contest the validity and the amount of such lien, but Charter School will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense. Additionally, Charter School may not use or operate the improvements until the project is closed-out and certified by DSA, if applicable, and/or final approval is received from any applicable agency. Charter School shall provide evidence of closeout and certification or approval, in a form reasonably acceptable to the District.

7. **Provision of Facilities.** The facilities to be provided by the District to the Charter School for the Applicable Year are also subject to the following:

A. **Exclusive Use.** Charter School shall have exclusive use of the buildings, offices and classrooms for teaching space for the Applicable Year, as specified/highlighted and limited in this Agreement. The District will provide furniture and equipment as described in Section 1C, above. Any additional furniture, equipment or books required for discretionary use shall be at the sole cost and responsibility of the Charter School.

B. **Third-Party Use.** Charter School agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of District-approved third-party programs on the Subject Property. The District agrees to allow the Charter School to have a before/after school program and enrichment classes operated by the Charter School or a third-party in Charter School's exclusive use space provided the Charter School or third-party provides documentation to the District that the provider has secured insurance coverage naming the District as an additional insured and written acknowledgement that the provider will comply with all applicable fingerprinting and background clearance requirements as well as the District's practices regarding the operations and maintenance of the Subject Property and District furnishings and equipment.

8. **Reimbursement for Over-Allocated Space.** Charter School remains subject to potential reimbursement obligations for over-allocated space. For purposes of determining whether space is considered to be over-allocated in accordance with California Code of Regulations, title 5, section 11969.8, Charter School's projected in-District classroom average daily attendance upon which the facility allocation is based is 95.

9. **Security.** The Charter School shall ensure that the facilities on the Subject Property are adequately locked and secured through security devices, including, but not limited to, locks and gates following use by the Charter School. The Charter School shall not be responsible for locking or securing CLASS/Bridges/ATP's exclusive use spaces or the shared use spaces following CLASS/Bridges/ATP's use. No locks or keys shall be changed without first obtaining approval from the Executive Director of Maintenance, Facilities, and Operations. Within five (5) working days after new alarm codes, locks or keys have been changed or added, the Charter School shall provide new alarm codes, locks or keys to the Executive Director of Maintenance, Facilities, and Operations.

10. **Condition of Subject Property.** The District is not aware of any defect in or condition of the Subject Property that would prevent its use for Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Subject Property that calls into question the appropriateness or sufficiency of the Subject Property for its intended purpose. The District, at its expense, shall remain responsible for compliance with all applicable laws regarding the Subject Property during the Term of this Agreement. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Subject Property, including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, and water and air quality. Charter School shall not be responsible for any and all environmental conditions that existed prior to Charter School's occupancy of the Subject Property, so long as such environmental conditions are not exacerbated by Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, Fair Employment and Housing Act ("FEHA"), and other applicable building code standards for any existing compliance issue prior to the date of execution of this Agreement and any compliance issue not triggered by any modifications or improvements made by Charter School. Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by Charter School. Should any modifications or improvements made by Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Subject Property due to Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all of the property affected, including, if applicable, any properties in the vicinity of the Subject Property, to the satisfaction of the District and any governmental agencies having jurisdiction over the Subject Property or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean-up, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type due to Charter School's use and occupancy of the Subject Property, or fails to pay any related legal, investigative, and monitoring costs, penalties, fines and disbursements, the District reserves the right to take over the required action and to take all necessary steps to recoup any and all costs associated therewith from Charter School.

11. **Title to Subject Property.** The Parties acknowledge that title to the Subject Property is held by the District and shall remain in the District's name at all times.

12. **Insurance.** The District will maintain its current levels of insurance on the structures on the Subject Property. Parties agree that self-insurance through a Joint Powers Authority shall satisfy the District's obligations under this section. The District shall not be responsible for insuring any of Charter School's personal property or persons (including without limitation students or members of staff). Charter School shall procure and maintain, for the duration of this Agreement, insurance coverage consistent with its charter petition, with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company. Charter School may use a self-insurance and/or joint powers authority mechanism to meet the described insurance requirements.

Each policy required above shall be endorsed to establish that coverage is primary and that any insurance or self-insurance held by the District, its officials, employees and agents shall be excess and shall not contribute to it. Charter School shall provide the District with thirty (30) days prior written notice of cancellation of any insurance policy required above.

The District's insurance shall be primary for claims for damage to the Subject Property's physical structures caused by the actions of the District or third parties to this Agreement, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of Charter School.

The District may, at its reasonable discretion, require additional coverage or additional limits. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.

The coverage and limits required hereunder shall not in any way limit the liability of Charter School nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Charter School's risks hereunder.

No later than five (5) business days after execution of the Agreement, Charter School will provide the District with a certificate(s) of insurance verifying such insurance and the terms described herein.

13. **Indemnification.** With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the Charter School's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees,

successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Subject Property. Charter School's obligation to defend the District and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With exception of any liability, claims or damages caused by the negligence or willful misconduct of Charter School, the District shall indemnify, hold harmless, and defend Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the District's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the Subject Property. The District's obligation to defend the Charter School and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

14. **Damage and Destruction of Facilities.**

A. Partial Damage. If the Subject Property is damaged by any casualty which is covered by applicable insurance, and the Charter School still has access to at least sixty percent (60%) of the usable classroom space, then the Subject Property shall be restored provided insurance proceeds are available to pay for the cost of restoration, and provided such restoration can be completed within one hundred twenty (120) days after the commencement of the work in the opinion of a registered architect or engineer approved by the District. In such event, this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's use of the Subject Property. The District shall provide the Charter School reasonably equivalent temporary housing on the Subject Property, or another school site that is near to the Subject Property for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same.

B. Total Destruction. If the Subject Property is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Subject Property cannot be restored as required herein, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. The District will provide Charter School with a reasonably equivalent school facility or facilities sufficient to accommodate Charter School's enrollment as soon as possible after the effective date of the damage to avoid any interruption in Charter School's educational program.

C. Any damage or destruction of the Subject Property regardless of its cause or insurance coverage shall not relieve the District of its obligation to provide Charter School with reasonably equivalent facilities.

15. **Access.** Charter School shall permit the District, its agents, representatives or employees, to enter upon the Subject Property for the purpose of inspecting the same or to make repairs, alterations, or additions to any portion of the Subject Property. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants. The District shall not unreasonably interfere with Charter School's educational program during its inspection of or repairs, alterations, or additions to any portion of the Subject Property.

16. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:

Capistrano Unified School District
Attention: Heidi Crowley
33122 Valle Road
San Juan Capistrano, CA 92675
Phone: (949) 234-9220
E-mail: HACROWLEY@capousd.org

If to the Charter School:

Kapil Mathur
OCASA College Prep Charter School
30011 Ivy Glenn Drive, Suite 125
Laguna Niguel, CA 92677
Phone: (949) 269-3291
E-mail: kcmathur@ocasacharter.org

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

17. **CEQA.** Charter School acknowledges that CEQA may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. Charter School waives any claims

against the District regarding delays, modifications or abandonment of a project or use due to any inability to meet CEQA requirements.

18. **Subcontract and Assignment.** Charter School may not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.

19. **Termination.** This Agreement will automatically terminate upon the effective date of any termination, non-renewal, or revocation of Charter School's charter or the cessation of Charter School's operations for any reason, or upon the commission of a default or breach of its obligations by Charter School. A default and material breach of this Agreement by Charter School includes but is not necessarily limited to the occurrence of any one or more of the following events:

A. The failure by Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by the District to Charter School;

B. The failure by Charter School to observe or perform any of the covenants, conditions or material provisions of this Agreement to be observed or performed by Charter School where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by the District to Charter School (hereinafter "Notice of Failure"). Charter School shall not be deemed to be in default or breach if Charter School shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion within one hundred and twenty (120) days from the date of the Notice of Failure.

C. The revocation or non-renewal of Charter School's charter by Charter School's authorizer or cessation of Charter School's program for any reason; however, if Charter School appeals any such revocation or non-renewal, this Agreement shall not terminate before either Charter School has completed the appeals process and has not prevailed, or the end of the Term, whichever occurs first;

D. The failure by Charter School to utilize the Site or Facilities for the purpose of operating a charter school, and associated uses including, but not limited to, Charter School Board meetings, parent meetings, professional development and training courses, after-school programs and enrichment classes as authorized by this Agreement and Charter School's Charter and any MOU where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by the District to Charter School;

E. The failure of Charter School to limit its use of the Subject Property to the space allocated to Charter School pursuant to this Agreement and in conformity with the District's practices regarding the operations and maintenance of District facilities and furnishings and equipment where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by the District to Charter School.

20. **Full and Complete Satisfaction of Proposition 39 Obligations.** The Parties have agreed to enter into this Agreement pursuant to California Code of Regulations, title 5, section 11969.1, subdivision (b). As a result of this Agreement, Charter School waives receipt of a final notification of space for the 2020-21 school year pursuant to California Code of Regulations, title 5, section 11969.9 subdivision (h). Additionally, Charter School shall not be obligated to provide written notification to the District regarding whether or not it intends to occupy the offered space pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (i).

Charter School agrees that the provision of the Subject Property pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furniture and equipment, to Charter School pursuant to Education Code section 47614 and the Proposition 39 Implementing Regulations (Cal. Code Regs., tit. 5, § 11969.1 et seq.) for the 2020-21 school year. Charter School waives and forever releases the District from any claim that Charter School, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Charter School from expanding its enrollment to meet pupil demand for the 2020-21 school year.

21. **Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. **Entire Agreement of Parties.** This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

23. **Legal Interpretation.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California. The Parties expressly understand and agree that this Agreement is neither intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its Party to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

24. **Waiver.** The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. **Severability.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

28. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are incorporated herein by reference.

29. **Scanned/Electronic Signatures.** This Agreement may be executed and transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Dated: _____, 2020

By: _____

Its: Deputy Superintendent, Business and Support Services

**ORANGE COUNTY ACADEMY OF SCIENCES
AND ARTS, INC.**

Dated: May 8, 2020

By: Kapil Mathur

Its: Executive Director

Exhibit A
SHARED USE AGREEMENT

CONTACT INFORMATION

OCASA COLLEGE PREP CHARTER SCHOOL ("OCASA")

On-Site Principal or Lead Administrator

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

On-Site Assistant Principal or Administrator Next in Charge

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

On-Site Contact for Health Emergencies

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

First Day of Instruction: _____

Last Day of Instruction: _____

BRIDGES ACADEMIC PROGRAM ("BRIDGES") / ADULT TRANSITION PROGRAM ("ATP")

On-Site Principal or Lead Administrator

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

On-Site Assistant Principal or Administrator Next in Charge

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

On-Site Contact for Health Emergencies

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

First Day of Instruction: _____

Last Day of Instruction: _____

CONTINUED LEARNING ADULT SPECIAL SERVICES PROGRAM ("CLASS")

On-Site Principal or Lead Administrator

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

On-Site Assistant Principal or Administrator Next in Charge

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

On-Site Contact for Health Emergencies

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

First Day of Instruction: _____

Last Day of Instruction: _____

SAN JUAN ELEMENTARY SCHOOL

Principal or Lead Administrator

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

Principal or Administrator Next in Charge

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

Contact for Health Emergencies

Name: _____

E-mail: _____

Office Phone: _____

Cell Phone: _____

First Day of Instruction: _____

Last Day of Instruction: _____

Exhibit A
SHARED USE AGREEMENT

SCHOOL HOURS

OCASA

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

BRIDGES/ATP

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

CLASS

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

SAN JUAN ELEMENTARY SCHOOL

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

HOLIDAY/BREAK SCHEDULE – Please attach 2020-21 Calendars

OCASA:

BRIDGES/ATP:

CLASS:

SAN JUAN ELEMENTARY SCHOOL:

Exhibit A
SHARED USE AGREEMENT

EXCLUSIVE SPACE

OCASA will occupy the following areas exclusively: The rooms designated 5, 6, 7, 8, 9 and 10, the two structures labeled “CCA Storage,” the building labeled “CCA” and the restroom facility next to room 5 on the attached map.

Total Number of Rooms: 6 classrooms + storage + administrative office space which includes special education office space and a teacher workroom/faculty lounge.

SHARED SPACE

Faculty restrooms will be shared as needed.

OCASA use of shared space is agreed upon as follows:

Area	Max. Daily Allocation to OCASA School	Daily/Weekly OCASA Schedule
Softball Field	57%	
Baseball Field	57%	
Soccer Field	57%	
Parking (Employee Parking Lot)	66.7%	

EXHIBIT A
SHARED USE AGREEMENT

Calendars for the Shared Use Areas shall be available to all schools and located at:

OCASA's Principal and/or his/her designee shall meet with the Bridges, ATP, CLASS and San Juan Elementary School Principals and/or their designee(s) every _____ at _____ to discuss upcoming events and /or any other issues that may arise.

Executed at _____ on the _____ of _____, 20__

Authorized OCASA Representative

Authorized Bridges/ATP Representative

Authorized CLASS Representative

Authorized San Juan Elementary School Representative

**Exhibit B - 2020-21 School Year Facilities Costs
Pro Rata Share Calculations**

CUSD Campus: College & Career Advantage

**Charter School: OCASA College
Prep ("OCASA")**

Square footage of OCASA Exclusive Use Teaching Station Space	5,760
Square footage of BRIDGES/ATP/CLASS Exclusive Use Teaching Station Space	2,880

% of Shared Use Space = $\frac{\text{Sq. Ft. of OCASA Exclusive Use Teaching Stations (M)}}{\text{Total Sq. Ft. OCASA, Bridges, ATP \& CLASS Exclusive Use Teaching Stations (M+N)}}$

% = 66.7

Exclusive Use Space Square Footage

OCASA Teaching Station Square Footage = 5,760

OCASA Office Space Square Footage = 1,264

OCASA Storage Square Footage = 900

OCASA Student Restroom Square Footage = 480

Total OCASA Exclusive Use Square Footage at College & Career Advantage = 8,404

Pro Rata Share Calculations

A = 8,404 A = OCASA's Exclusive Use Square Footage of Teaching Stations, Administrative Office Space, Storage Space and Restroom

B = 133 B = Total OCASA Shared Use Space Square Footage Obligation for Faculty Restrooms (See Attached Worksheet)

C = \$6.68 C = 2020-21 Facilities Costs Per Square Foot

X = A * C \$56,138.72 X = OCASA Exclusive Use Pro Rata Share Amount

Y = B * C \$888.44 Y = OCASA Shared Use Pro Rata Share Amount

Z = (X + Y) * 90% \$57,027.16 * 90% = \$51,324.44 Z = TOTAL ANNUAL PRO RATA SHARE CHARGE TO OCASA

Exhibit B

**2020-21 School Year Facilities Costs
Pro Rata Share Calculations**

SHARED USE SPACE CALCULATION

Area, Per Exhibit A	Area Square Footage	Charter %	Charter School Pro-Rata Share
Softball Field	N/A	57%*	N/A
Baseball Field	N/A	57%*	N/A
Soccer Field	N/A	57%*	N/A
Faculty Restrooms	200	66.7%	133
Parking (Employee Parking Lot)	N/A	66.7%	N/A

Total OCASA School Shared Use Space Square Footage Obligation: 133

*Agreement reached to accommodate usage requested by CLASS, Bridges, ATP and San Juan Elementary School.

Exhibit B

Function	Unrestricted General Fund	18-19
7690	General Admin: Fac Planning	362,367
8100	M&O	2,535
8105	M&O Overhead: Restricted	770,968
8106	M&O Overhead: Unrestricted	954,501
8107	Operational Services	0
8110	RR Buildings	14,816,769
8120	RR Grounds	807,371
8200	Operations: Utilities	11,568,577 *
8210	Operations: Custodial	11,002,041 *
8220	Grounds	3,225,559
8230	District Vehicles	397,369
8300	Security	240,081
8310	Safety & Training	87,730
8500	Facilities Acquist&Construction	1,715,035
8500	Deferred Maintenance	4,015,939
	Total	49,966,841
	* Less Operations cost If self funding	22,570,617
	GRAND TOTAL	27,396,224
	Square footage of District	4,100,000
	In district square feet	16,358
	Per Square Foot	6.68
	Total 20-21 prorata share for Charters	109,271.44

Exhibit C



Capistrano Unified School District Site Improvement Project Request Form (Site or Community Sponsored Modifications to CUSD Property)

Written authorization is required from the Department of Facilities/Maintenance and Operations before proceeding with any site (building and/or grounds) improvement. Please allow thirty (30) days for Facilities/Maintenance and Operations to review your Site Improvement Request.

1. Date: _____
2. School: _____
3. Contact Name: _____
4. Contact Organization: _____ Daytime Phone: _____
5. Contact Address: _____
6. Describe Proposed Project: _____
7. Please attach a site plan and show the proposed project location.
8. Cost estimate for proposed project (including planning, design, materials, implementation, etc.): _____
9. Will there be ongoing costs for proposed project once implemented? Yes No
10. List funding source(s) SIP, PTA, etc. and CUSD SACS budget codes: _____
11. Are funds available now? Yes No
12. Anticipated implementation schedule: (please identify month, day and year)
Start Date: ____/____/____ Completion Date: ____/____/____
13. Please provide any additional information (such as photos, drawings or specifications) that might be helpful to Facilities/Maintenance and Operations in its evaluation of your request: _____

SITE IMPROVEMENT REQUEST FORM SITE ADMINISTRATOR APPROVAL

I am aware of the proposed project described above (Initial) _____

I have the following comments/concerns: _____

I support this project:

Site Principal's Signature: _____

Phone: () _____

Site: _____

Date: _____

Facilities Approval: _____

Signature: _____

Date: _____

M&O Approval: _____

Signature: _____

Date: _____

Comments: _____

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

Prepared by: Susan Holliday, Associate Superintendent, Education Services

Date: May 20, 2020

Board Item: Agreement with Child360 for Consulting Services

HISTORY

Over the past decade, Child360 has championed quality early education by supporting providers with technical assistance. Child360 has helped over 200,000 children become better prepared for kindergarten and beyond, trained over 6,000 teachers and directors, conducted over 6,000 reliable observational assessments using the Environmental Rating Scales (ERS) and Classroom Assessment Scoring System™ (CLASSTM) tools, while continuously supporting school districts in achieving continuous quality improvement. Child360 has been on the cutting edge of Quality Rating and Improvement Systems (QRIS) since 2004. In 2012, Child360 was one of two organizations selected to implement Los Angeles County's Race to the Top – Early Learning Challenge program. Child360 has been an integral part in developing and implementing the Quality Counts California Framework used in counties across the state of California.

BACKGROUND INFORMATION

Child360 will support the District's goal to analyze the Early Childhood Program structures and supports, ultimately leading to increased program quality and improved student outcomes. Child360 employs highly trained staff that effectively build principals' and teachers' capacity. Child360 understands the challenges that both administrators and educators face on a daily basis; and will provide the necessary tools needed to ensure a successful analysis of supports and structures in the Early Childhood Programs to increase integration, connection and oversight of the program at the elementary school structures.

The Program Leadership Consulting component supports staff in their awareness and development of the following areas:

- Principals' leadership ability to inspire and capacitate others toward a shared vision of equitable and effective outcomes for children, families, and their communities; principals' program management skills such as creating a sense of belonging for teachers, planning goals and approaches, understanding the evaluation and staff performance of early educators, and evaluating program effectiveness;

- Program quality as driven by the Quality Counts California Framework, including child development and school readiness, teachers and teaching, and program and environment;
- Systems thinking – based on the approach developed by Peter Senge, the principals are supported to develop a transformative outlook including a clear vision, reflective practice, strategic decision making, self-awareness, and empathic connections to others.

CURRENT CONSIDERATIONS

Through this agreement, expert consultants in the field of early childhood learning will examine current programing and services to provide an analysis and recommendation regarding future planning to integrate early childhood programming into the larger elementary program. The analysis will center on efficiencies, integration, compatibility and technical capacity to further support the success of early childhood students in the District.

FINANCIAL IMPLICATIONS

Expenditures under this agreement are \$24,000 funded by general funds.

STAFF RECOMMENDATION

Approval of Agreement with Child360 for Consulting Services.

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services



QUALITY IMPROVEMENT SERVICES AGREEMENT

QUALITY IMPROVEMENT SERVICES AGREEMENT

SERVICES AGREEMENT

This Agreement (the “Agreement”) is entered into by and between “**Los Angeles Universal Preschool**,” dba Child360, a California non-profit, public benefit corporation, (hereinafter referred to as “**Child360**”) and “**Capistrano Unified School District**,” (hereinafter referred to as “**Client**”). Child360 and Client are referred to collectively herein as “the Parties.” This Agreement sets forth the terms and conditions under which Child360 will provide services to Client.

RECITALS

A. WHEREAS Client has determined that Program Leadership Consulting and Facilitating services would support its Early Childhood Program restructuring goals of increased program quality and improved student outcomes (the “Services”);

B. WHEREAS Child360 has a highly qualified staff available to provide the Services to Client; and

C. WHEREAS Client desires that Child360 provide the Services as forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and restrictions set forth herein, the Parties hereby mutually agree as follows:

1. RESPONSIBILITIES OF Child360

1.1 Professional Services and Coverage. During the term of this Agreement, Child360 shall provide the Services to Client in accordance with the terms of this Agreement.

1.2 Scope of Services. The Services to be provided under this Agreement shall include deliverables as set forth and described in the Scope of Work (Exhibit 1.2).

1.3 Communication. Child360 shall contact Client’s designated contact with any questions regarding performance of the Services outlined in this Agreement.

2. RESPONSIBILITIES OF CLIENT

2.1 Client shall provide a designated contact to provide accurate and timely information to Child360, and to answer questions regarding performance of the Services outlined in this Agreement. The designated contact is Susan Holliday.

3. BILLING

QUALITY IMPROVEMENT SERVICES AGREEMENT

3.1 Client shall pay **Twenty-Four Thousand Dollars (\$24,000)** to Child360 for work performed hereunder in accordance with the Scope of Work (Exhibit 1.2).

3.2 Child360 will submit an invoice documenting work performed in compliance with the Scope of Work (Exhibit 1.2). Payments for fees and expenses shall be due within 30 calendar days from the date Client receives the Child360's invoice.

4. **TERM AND TERMINATION**

4.1 **Term.** This Agreement shall commence upon execution by both Parties and shall remain in full force and effect until May 8, 2020, unless this Agreement is terminated at an earlier date as provided herein.

4.2 **Termination.** This Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party. If the Agreement is terminated, Client is only liable for the payment of Services assigned and performed prior to the effective date of termination, and any non-cancelable obligations.

5. **CONFIDENTIALITY**

5.1 **Confidentiality.** The Parties agree to maintain the confidentiality of all records resulting from the provision of Services under this Agreement in accordance with applicable federal and state laws and regulations. Either party may disclose the records and data resulting from the provision of Services under this Agreement only if the records or data are presented either in aggregate form or some other form which removes all identifying personal information.

6. **STATUS OF THE PARTIES**

6.1 It is the express intention of the Parties that the legal status of Child360 to Client shall be that of an independent contractor, furnishing the Services to Client under a contractual arrangement which constitutes neither a partnership, joint venture, or a cost-sharing arrangement. Child360 shall be solely responsible for paying or withholding all relevant taxes arising from the compensation of Child360. Child360 shall have no claim under this Agreement, or otherwise, against Client for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of Child360.

7. **INDEMNIFICATION AND INSURANCE**

7.1 **Indemnification by Child360.** Child360 shall defend, indemnify and hold Client harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this

QUALITY IMPROVEMENT SERVICES AGREEMENT

Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent acts or omissions of Child360, its officers, employees, or agents.

7.2 Indemnification by Client. Client shall defend, indemnify and hold Child360, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the negligent performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent acts or omissions of Client, its officers, employees, or agents.

7.3 Insurance. Child360 shall obtain, pay for, and maintain in effect during the life of this Agreement, the following policies of insurance shall secure and maintain insurance described in Exhibit 1.1, attached hereto and incorporated herein by this reference.

8. GENERAL

8.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California.

8.2 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.

8.3 Assignment. Neither party may assign, delegate or transfer in any manner the obligations and rights set forth in this Agreement.

8.4 Amendments. This Agreement or any part of it may be amended only by the mutual written consent of the duly authorized representatives of the Parties unless otherwise provided in this Agreement.

8.5 Entire Agreement. This Agreement is the entire agreement between the Parties relating to the subject matter of the Agreement and shall supersede all prior arrangements, negotiations, and understandings between the Parties, whether oral or written. No waiver of any term, provision or condition of this Agreement shall be deemed to be, or shall constitute a waiver of any term, and no waiver of any present condition shall constitute a waiver of such condition occurring in the future.

8.6 Notice. Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, or by commercial courier to the following:

QUALITY IMPROVEMENT SERVICES AGREEMENT

If to Client: Susan Holliday
Associate Superintendent of Educational Services
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

If to Child360: Mr. William Sperling, Esq.
CEO
Child360
515 S. Figueroa St., Suite 900
Los Angeles, California 90071

8.7 Change in Law. In the event that a change in state or federal law, statute, regulation, or enforcement or same materially affects this Agreement, the Parties agree to negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the terms of this Agreement. If the Parties fail to reach a mutually agreeable amendment within thirty (30) days of such negotiation period, this Agreement shall terminate at the end of such thirty (30) day period.

8.8 Third Parties. This Agreement is not intended and shall not be construed to create any rights for any third party.

8.9 Exhibits. All Exhibits referred to herein are hereby incorporated herein. In the event that any provision of this Agreement conflicts with any Exhibit to this Agreement, the Exhibit shall control with respect to the subject matter of such Exhibit.

8.10 Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

8.11 Ability to Enter Agreement. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

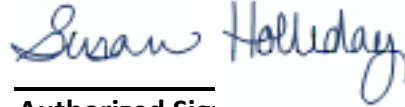
8.12 Attorneys Fees. The prevailing party in any legal action brought due to a breach by the other, or to enforce the terms of this Agreement, shall be entitled to recover its costs of suit including, without limitation, reasonable attorneys fees.

QUALITY IMPROVEMENT SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as set forth in Section 4 above.

Los Angeles Universal Preschool
515 S. Figueroa Street, Suite 900
Los Angeles, California 90071

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675



Authorized Signature

Authorized Signature
Associate Superintendent, Education Services

Title

Title

May 6, 2020

Date

Date

QUALITY IMPROVEMENT SERVICES AGREEMENT

INSURANCE (Exhibit 1.1)

Child360 shall provide and maintain at its own expense the following programs of insurance throughout the term of this Agreement. Such programs and evidence of insurance shall be issued by insurers admitted to conduct business in the State of California, with a minimum A.M. Best's rating of A: VII unless otherwise approved in writing as satisfactory to Client.

If applicable, Child360 shall provide Client with the following policies of liability:

General Liability Insurance

Child360 warrants that it has general liability insurance that will be in effect throughout the term of this Agreement.

Workers Compensation Insurance

Such insurance shall be in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

Automobile Insurance

Such insurance shall be in an amount and form to meet all applicable requirements of the laws of the State of California.

QUALITY IMPROVEMENT SERVICES AGREEMENT

SCOPE OF WORK (Exhibit 1.2)

Child360 will conduct the following services for the Client:

- **Program Leadership Consulting and Facilitation** (16 days remotely)
The support outlined below will be provided as necessary to the project by a Child360 Facilitator:

- **Data Gathering**

The Facilitator will meet with and interview stakeholders, attend CUSD meetings, review documents, and engage in other activities to gather information about the conditions at CUSD and assess the needs of the organization.

To help Child360 meet the goals of this proposal, CUSD will agree to adhere to the following timeline:

Task Description	Due Date
CUSD will identify key stakeholders to be interviewed and provide their virtual contact information to Child360.	Due by April 22, 2020
CUSD will share pertinent information about meetings Child360 should attend.	Due by April 22, 2020
CUSD will share with Child360 all documents to be included in the analysis.	Due by April 28, 2020
Child360 will complete all data gathering, including phone interviews and attendance of virtual meetings.	Due by April 28, 2020

- **Gathering Feedback and Reflection**

The Facilitator will provide observations, analysis, recommendations, and other information and facilitate conversations among stakeholders that will allow for reflection, planning, and decision making. Specifically,

- **Summary and Analysis of Proposed Staffing Needs**

Based on documentation provided by CUSD, Child360 will review CUSD's proposed Assessment on the structures and supports, summarize, and analyze these along with potential implications for operational changes and recommendations by May 8.

QUALITY IMPROVEMENT SERVICES AGREEMENT

- **Recommendations for Efficiencies**
By May 8, Child360 will write and submit a report synthesizing data gathered through interviews and meetings as well as analysis of documents provided by CUSD, and include in this report recommendations for how CUSD might best integrate ECE and smoothly transition to a new organization structure. The recommendations will center around efficiencies for program integration, compatibility, and technical capacity.

Program Leadership Consulting Fee Structure - - - - -

Task Description	# of Days	Per Diem	Price
Program Leadership Consulting & Facilitation	16 Days	\$1,500	\$24,000
		Total:	\$24,000

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into as of the ____ day of _____ by and between Los Angeles Universal Preschool, dba Child360, ("Child360") and **Capistrano Unified School District** ("Client") (hereinafter collectively referred hereto as the "Parties").

WHEREAS, the Parties entered into an agreement dated April 22, 2020 (the "Agreement") specifying the responsibilities assumed by Child360 and the Client.

WHEREAS, the Parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Section 4 is amended to read as follows:**

4.1 Term. This Agreement shall commence upon execution by both Parties and shall remain in full force and effect until May 12, 2020, unless this Agreement is terminated at an earlier date as provided herein.

OTHER TERMS OF THE AGREEMENT: The parties agree that all other terms, conditions and obligations of the Agreement remain in effect throughout the term of the Agreement except for those provisions of the Agreement that are directly contradicted by this Amendment, in which event the terms of this Amendment shall control.

IN WITNESS THEREOF, the Parties have entered into this Amendment as of the day and year first written above.

For Grantee:

Authorized Signature

Printed Name

Date

For Los Angeles Universal Preschool:

DocuSigned by:


45A9C9A7D72D445...
Los Angeles Universal Preschool

5/13/2020

Date

**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: May 20, 2020

Board Item: Memorandum of Understanding with Journey School

HISTORY

The original charter petition for Journey School was approved by the District in 2000, with subsequent 5-year renewals in 2005, 2010, and 2015. Journey submitted a fourth charter renewal petition to the District on January 15, 2020 and a public hearing was held on February 5, 2020. Trustees approved the fourth renewal on March 18, 2020 for a five-year term, commencing July 1, 2020, subject to Journey's agreement to enter into a Memorandum of Understanding (MOU) addressing the conditions set forth in Resolution No. 1920-43.

BACKGROUND INFORMATION

On March 18, 2020 the District approved Resolution No. 1920-43, Resolution of the Board of Trustees to Approve the Charter Renewal Petition of Journey Public Charter School Subject to Entry into MOU. The renewal is for a 5-year term, commencing July 1, 2020, subject to Journey'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.

At the March 18, 2020 meeting, Trustees and Journey agreed to an extension of the 45 day period to May 20, 2020. The MOU covers the following categories: Educational Program, Governance Structure, Employee Qualifications, Admission Policies and Procedures, Suspension and Expulsion Procedures, Dispute Resolution Procedures.

CURRENT CONSIDERATIONS

The District's Board of Trustees approved Journey's charter in 2000 with subsequent five-year renewals in 2005, 2010, and 2015. Journey School submitted a fourth charter renewal petition to the District on January 15, 2020. The District's Board approved a fourth renewal on March 18, 2020 for a five-year term, commencing July 1, 2020, subject to Journey's agreement to enter into

an MOU addressing the conditions set forth in Resolution No. 1920-43, approved on March 18, 2020. The District and Journey 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 Journey to become part of the approved charter. All terms of the MOU must be met by June 30, 2020, prior to the expiration of the current charter petition. Once all conditions are met, staff will submit the renewal documents to the California Department of Education's charter office for the renewal.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

Approval of Memorandum of Understanding with Journey School.

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 JOURNEY SCHOOL

This Memorandum of Understanding (“MOU”) is executed by and between the Capistrano Unified School District (“District”) and Journey School (“Journey”).

WHEREAS, in February 2000, the District approved a Charter Petition submitted by Journey;

WHEREAS, in May 2005, May 2010 and May 2015, the District renewed Journey’s charter for five-year terms;

WHEREAS, on January 15, 2020, Journey submitted a Charter Renewal Petition (“Renewal Petition”) and supporting documentation to the District for the renewal of its charter for a new five-year term beginning July 1, 2020 and ending June 30, 2025;

WHEREAS, on February 5, 2020, in accordance with Education Code section 47605, subdivision (b), the District’s Board of Trustees (“Board”) held a public hearing to determine the level of support for the renewal by teachers employed by the school district, other employees of the school district, and parents;

WHEREAS, on February 19, 2020, in accordance with Education Code section 47605, subdivision (d)(2)(B), the Board held a public hearing on Journey’s proposed admissions preferences and approved those admissions preferences subject to removal of the preference reading “gender of students, **ONLY** applicable to specific grade levels when the gender ratio meets or exceeds 7:1 within that specific grade level”;

WHEREAS, on March 18, 2020, the Board renewed Journey’s charter for a five-year term, commencing July 1, 2020, subject to Journey’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. Students to be Served. On page 55 of the Renewal Petition, Journey states that its “[e]nrollment for 2020-21 is targeted at approximately 600 students including Independent Study enrollment. Although the school does not have plans for significant expansion, some responsible growth should be expected over the coming years.” Journey will revise its Renewal Petition to include an estimated enrollment for each year of the five-year term and explain what it means by “some responsible growth.”

b. Attendance. Multiple sections of Journey's School Handbook discuss mandatory disenrollment for excessive absences and tardies. Journey will revise its Renewal Petition to include details for a different process for dealing with these issues that does not mandate an alternative placement and disenrollment. Journey will also revise its School Handbook accordingly.

c. Academically Low-Achieving Students. Journey will revise pages 56 through 58 of its Renewal Petition to detail its plan for academically low-achieving students. Journey will identify the specific programs, resources and tools to be employed to support these students.

d. Special Education. Journey will revise its Renewal Petition to include language stating that any change in Special Education Local Plan Area would require a material revision of its charter. It will also provide a protocol for its Child Find process. Additionally, Journey will work with the District to update their Memorandum of Understanding regarding the provision of special education services.

e. Independent Study. Journey will revise its Renewal Petition to include necessary details regarding its independent study program, including a copy of its independent study agreement, how much time is allowed between the assignment and completion of work, and the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interests of the student to remain in independent study, or whether the student should return to the regular school program. Additionally, language will be added to address the number of course credits or other measures of academic accomplishment to be earned.

2. Governance Structure. [Ed. Code, § 47605, subd. (b)(5)(D).]

a. Conflict of Interest Policy. Journey will revise its Renewal Petition to include a copy of its conflict of interest policy as an Exhibit. Journey will work with the District to make any necessary revisions to the conflict of interest policy.

b. Insurance. Journey will work with the District to ensure that it maintains insurance coverage that is acceptable to the District, including maintaining crime insurance.

c. Parent Volunteers.

i. Journey will revise page 16 of its School Handbook, and specifically the sentence that states that "[e]ach Journey School family is encouraged to give an average of 5 hours per month or 50 hours over the course of the school year in volunteer service," to make it clear that volunteering is not a requirement.

ii. Journey will alter its Tier I and Tier II volunteer process to make it clear that if a volunteer does not have a government-issued identification of the type identified in the Renewal Petition, the volunteer may bring in one or more documents that

include their date of birth and photograph, if possible. Once the school can verify the volunteer's identity, they will be able to sign in with just their name for future visits.

d. Parent Donations. Journey will revise page 51 of its School Handbook to make it clear that the requested annual per-student donation is purely voluntary and is not a requirement.

3. Employee Qualifications. [Ed. Code, § 47605, subd. (b)(5)(E).] Journey will revise its Renewal Petition to include a copy of an organizational chart delineating board and management roles and the lines of authority.

4. Admission Policies and Procedures. [Ed. Code, § 47605, subd. (b)(5)(H), (d).] The admissions preferences identified on page 97 of Journey's Renewal Petition will be updated to conform to the preferences approved at the February 19, 2020 Board meeting. The admissions preferences will be identified in the order they were approved as revised on February 19, 2020.

5. Suspension and Expulsion Procedures. [Ed. Code, § 47605, subd. (b)(5)(J).] Journey will work with the District to ensure the language on pages 28 through 38 of Journey's School Handbook complies with applicable law and is revised accordingly. The revisions will include appropriate and legal procedures by which students may be suspended or expelled, including, but not limited to, legally compliant written notification of the charges and the hearing process in compliance with Education Code section 47605(b)(5)(J) and compliance with Education Code section 48901.1. Additionally, section G.5 on page 37 entitled "Special Circumstances" will be revised to make it clear that the student's Individualized Education Program team must be involved in any determination regarding change in placement for a student with a disability.

6. Dispute Resolution Procedures. [Ed. Code, § 47605, subd. (b)(5)(N).] Journey will revise page 95 of the Renewal Petition to make it clear that Journey will work with the District to determine a mutually agreeable timeline within which Journey must cure a violation of its charter or the law, or a problem relating to its operation or the District's oversight obligations.

7. Policy on Collection of Student Information from Social Media. Journey will work with the District to ensure that Journey's "Policy on Collection of Student Information from Social Media" on page 39 of its School Handbook is revised and updated.

8. Neither the District nor Journey shall assign its rights, duties or privileges under this Agreement, nor shall either the District or Journey 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.

9. This represents the full and final agreement between the District and Journey 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: 04/23/2020 _____


Gavin Keller, Executive Director
Journey School

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services
Prepared by: Riki Belshe, ATAP

Date: May 20, 2020

Board Item: Student Teaching Placement Agreement with University of Northern Colorado

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.

BACKGROUND INFORMATION

In order to recruit the best new teachers, the District partners with multiple universities to allow several student teachers to be placed at several District schools. The recruitment of Education Specialists is identified as a high priority so the District has broadened its search to support this need. Many current District teachers were once student teachers placed at a District school.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the Student Teaching Placement Agreement with University of Northern Colorado.

FINANCIAL IMPLICATIONS

Student Teachers are not District employees and are unpaid. There is no fiscal impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Student Teaching Placement Agreement with University of Northern Colorado.

PREPARED BY: Riki Belshe, ATAP

APPROVED BY: Tim Brooks, Associate Superintendent, Human Resource Services



UNIVERSITY OF
**NORTHERN
COLORADO**

STUDENT TEACHING PLACEMENT AGREEMENT

University of Northern Colorado
School of Special Education
McKee Hall – Campus Box 141
Greeley, Colorado 80639
Mainline: 970-351-2691

Capistrano Unified School District
33122 Valle Rd.
San Juan Capistrano, CA 92675
School phone: 949-234-9387

UNC Point of Contact
Elizabeth (Liz) Osborn
Field Experience/Practicum Coordinator
School of Special Education
elizabeth.osborn@unco.edu

District Point of Contact
Riki Belshe
Teacher Induction Program
rlbelshe@capousd.org or
hrservices@capousd.org

THIS STUDENT TEACHING PLACEMENT AGREEMENT (“AGREEMENT”) is made between the STATE OF COLORADO ACTING BY AND ON BEHALF OF THE BOARD OF TRUSTEES OF THE UNIVERSITY OF NORTHERN COLORADO (“UNC”) and Capistrano Unified School District (“School District”) with regard to placements of UNC student teachers with School District. In furtherance of this Agreement, the parties agree as follows:

1. This Agreement shall commence on July 1, 2020 and shall continue in effect through June 30, 2021.
2. **School District** agrees to provide UNC teacher candidates who are accepted by **School District**, as hereinafter described, an opportunity to gain experience in a teaching-learning situation with a **School District** cooperating teacher who is certified under the regulations of the State of Colorado and/or the state of placement who meets the criteria specified in the UNC, School of Teacher Education, Student Teaching and Practicum Handbooks.
3. **UNC** will forward any request for practicum and student teaching placements within a reasonable time in advance of the commencement of any teaching period, together with relevant information with respect to each proposed teacher candidate. **School District**, upon receipt of the placement requests, shall notify **UNC** as promptly as possible of the availability of any placement opportunities for teacher candidates. **UNC** teacher candidates must satisfy **UNC’s** criteria (including but not limited to PLACE/PRAXIS) in order to be considered for placement at **School District**. If placed at a school within the **School District**, **UNC** retains the right to terminate the placement if the student does not continue to satisfy **UNC** criteria for placement as a teacher candidate. If **UNC** determines that a teacher candidate’s placement is to be terminated, it will notify **School District** regarding the reason(s) for the termination.

4. **UNC** shall inform each proposed teacher candidate of the **School District's** requirements for **the teacher candidate to apply for and be issued a Certificate of Clearance by the California Commission on Teacher Credentialing, prior to their placement (ctc.ca.gov)**. **UNC** understands that the **School District** will not accept for placement any teacher candidate(s) without the issuance of this document.
5. During the period of time designated by **UNC** (fall or spring semester), the **UNC** teacher candidate(s) accepted by **School District** will be afforded the opportunity in the assigned school to carry out assignments necessary to prepare the teacher candidate for post-graduation teaching responsibilities. The **School District's** cooperating teacher for each **UNC** teacher candidate shall provide evaluations and reports to **UNC** as directed by the **UNC** Field Supervisor and detailed in the **UNC** Early Childhood, Elementary, and Secondary Student Teaching handbooks.
6. If applicable, **UNC** will pay any honorarium, stipend, or payment directly to the cooperating teacher.
7. **School District** may terminate the teacher candidate's placement at any time if the teacher candidate violates any of **School District's** rules and regulations. **School District** shall notify the **UNC** Field Supervisor immediately when a candidate's placement is to be terminated and **School District** shall provide **UNC** with information regarding the reason(s) for the termination.
8. **UNC** will not engage in unlawful discrimination in employment or educational services against any person because of race, religion, gender, age, national origin, disability, or veteran status. It is **UNC's** policy to prohibit discrimination in employment or educational services on the basis of sexual orientation or political affiliation. **School District** will be required to provide assurances to **UNC** that it does not discriminate on the basis of disability as to admission to, access to, or operations of, its schools, services or activities, including hiring or employment practices. **UNC** will work with **School District** to ensure that **School District** provides reasonable accommodations to qualified teacher candidates with disabilities in its services, programs, or activities.
9. **UNC** and **School District** agree that teacher candidates are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirements. Therefore, regardless of the nature or extent of acts performed by them, teacher candidates are not considered employees or agents of the **School District** for any purpose including Worker's Compensation or any other employee benefit programs. The teaching candidate shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
10. The signatories below are authorized to execute this Agreement on behalf of the respective parties

**Board of Trustees for the
University of Northern Colorado
School of Teacher Education**

Capistrano Unified School District

Dr. Eugene Sheehan **Date**
Dean, College of Education
and Behavioral Sciences
Professor of Psychological Sciences

Tim Brooks **Date**
Associate Superintendent
Human Resources Services

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: May 20, 2020

Board Item: Resolution No. 1920-52, Non-Reelection of Temporary Certificated Employees

HISTORY

Education Code §§ 44909, 44918 and 44920 permit school districts to hire certificated employees on temporary contracts. These employees are replacing other employees on leave, are serving in programs with expiring categorical funding sources, or are placeholders for employees released to work in a categorical program. Education Code 44954 requires Board action to notify temporary employees requiring certification of the District's decision to release the employees from their temporary position prior to the next school.

BACKGROUND INFORMATION

The temporary release of employees, as presented in this item, is an annual process the District must utilize to ensure that permanent certificated staff on leaves of absence has a position to return to for the succeeding school year. The District has 119 certificated employees designated as temporary for the 2019-2020 school year.

CURRENT CONSIDERATIONS

For the 2019-2020 school year, 119 temporary certificated employees are being released from the District. Please see the supporting exhibit.

FINANCIAL IMPLICATIONS

There is no financial impact regarding notification to temporary certificated employees being released from the District.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve Resolution No. 1920-52, Non-Reelection of Temporary Certificated Employees.

PREPARED BY: Tim Brooks, Associate Superintendent, Human Resource Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 20, 2020

RESOLUTION NO. 1920-52
NON-REELECTION OF TEMPORARY CERTIFICATED EMPLOYEES

A. General Recitals

WHEREAS, the Board of Trustees employs Temporary certificated employees pursuant to § 44909, § 44918, and § 44920 of the Education Code; and

WHEREAS, Education Code § 44916 requires a Temporary certificated employee to receive notice, prior to the first day of paid service, of the Temporary nature of the employment and the anticipated length of service; and

WHEREAS, each employee classified as a Temporary certificated employee pursuant to § 44909, § 44918, and § 44920 of the Education Code received notice, prior to their first day of paid service, of the Temporary nature of the employment and anticipated length of their service; and

WHEREAS, Education Code § 44954 provides that the Board of Trustees shall notify Temporary employees in a position requiring certification qualification of the District's decision to release the employees from such a position prior to the next succeeding school year; and

WHEREAS, through this resolution, it is the intent of the Board of Trustees to release each Temporary certificated employee employed for the 2019-2020 school year effective no later than the last school day of the school year.

B. Employment of Temporary Employees as Leave Replacements Pursuant to Education Code § 44920

WHEREAS, Education Code § 44920 permits the Board of Trustees to “employ as a teacher any person holding appropriate certification documents, and may classify such person as a Temporary employee” “based upon the need for additional certificated employees during a particular semester or year because a certificated employee has been granted leave for a semester or year, or is experiencing long-term illness;” and

WHEREAS, the Board of Trustees employed the following certificated employees under Temporary contracts pursuant to Education Code § 44920 during the 2019-2020 school year;

36136	33288	31196	35670	36024	36091
35074	35927	36058	32482	36025	35900
33524	30531	35324	35474	33092	32665

32752	32258	35124	35902	36067	35709
36030	35447	35273	36031	30269	32474
36271	35335	36169	35600	35602	34318
35969	32208	22619	36063	28907	34895
36178	25992	36366	36162	36215	12792
34213	36078	31021	36017	35240	20232
35207	36155	36048	36062	33863	24764
36140	36521	36463	35060	34764	35235
35709	35976	30132	32106	35047	35527
31029	25694	31744	35353	36068	35186
34589	35725	36090	26289	24165	35972
26341					

WHEREAS, the above-listed employees may be released pursuant to Education Code § 44918 and § 44954 regardless of any expiration of a contract or a specially funded project; and

WHEREAS, the Board of Trustees of the Capistrano Unified School District has determined to release the above-listed employees at the conclusion of the current 2019-2020 school year.

C. Employment of Temporary Employees in Categorically Funded Programs Pursuant to Education Code § 44909

WHEREAS, Education Code § 44909 permits the Board of Trustees to “employ persons possessing an appropriate credential as certificated employees in programs and projects to perform services conducted under contract with public or private agencies, or categorically funded projects which are not required by federal or state statutes;” and

WHEREAS, Education Code § 44909 provides, “Such persons may be employed for periods which are less than a full school year and may be terminated at the expiration of the contract or specially funded project without regard to other requirements of this code respecting the termination of temporary or permanent employees other than § 44918;” and

WHEREAS, the Board of Trustees employed the following certificated employees under Temporary contracts in categorically funded positions pursuant to Education Code § 44909 during the 2019-2020 school year:

35160	35962	36132	35036	34385	36121
33403	35046	33318			

WHEREAS, Education Code § 44909 requires the “terms and conditions under which such persons are employed shall be mutually agreed upon by the employee and the Board of Education and such agreement shall be reduced in writing;” and

WHEREAS, each of the above-listed individuals was employed pursuant to a mutually agreed-upon contract between the employee and the Board of Trustees and for the term of the contract or project; and

WHEREAS, the employees were hired to perform services conducted under contract with public or private agencies or categorically funded projects which are not required by federal or state statutes; and

WHEREAS, the term for each specifically fund project or contract has expired, or will expire by the termination date of each employee's contract; and

WHEREAS, all categorical funds used to justify the above-listed employees' classification as Temporary under Education Code § 44909 will be expended and therefore will expire at the end of the 2019-2020 school year; and

WHEREAS, no categorical funding used to justify the above-listed employees' classification as Temporary under Education Code § 44909 has a duration beyond the 2019-2020 school year; and

WHEREAS, accordingly, each of the above-listed employees designated as Temporary by the District under Education Code § 44909 may be released at the end of the 2019-2020 school year without the procedural requirements applicable to temporary and permanent employees; and

WHEREAS, the Board of Trustees has determined to release the above-listed employees, whether their lawful status is considered to be Temporary or temporary, at the end of the current 2019-2020 school year, consistent with the terms of Education Code § 44909, and § 44954.

D. Employment of Temporary Employees to Replace Regular Employees Assigned to Categorically Funded Programs Pursuant to Education Code § 44909

WHEREAS, Education Code § 44909 further provides, "Whenever any certificated employee in the regular educational program is assigned to a categorically funded project not required by federal or state statute and the district employs an additional credentialed person to replace that certificated employee, the replacement certificated employee shall be subject to the provisions of § 44918;" and

WHEREAS, the lawful status of certificated employees employed pursuant to this provision of Education Code § 44909 is Temporary; and

WHEREAS, the Board of Trustees employed the following certificated employees under Temporary contracts to replace regular employees assigned to categorically funded projects or programs pursuant to Education Code § 44909 during the 2019-2020 school year:

33563	CF Title I (3010)	13224	CF Title I (3010)
35135	CF Sp Ed Mental Health (6512)	35974	CF Title I (3010)
35970	CF Title I (3010)	35218	CF Title I (3010)
33353	CF Title I (3010)	33181	CF Sch Nurse Expsn Grant (9088) (83%) CF Title I (3010) (17%)
35318	CF Title I (3010)	35282	CF Title I (3010)
25102	CF Sp Ed Mental Health (6512)	36306	CF Title I (3010)
36056	CF Title I (3010)	28939	CF Title I (3010)
30304	CF Sp Ed Mental Health (6512)	35227	CF Title I (3010)
33328	CF Sp Ed Mental Health (6512)	34943	CF Title I (3010)
26305	CF Sp Ed Mental Health (6512)	31702	CF Sp Ed Mental Health (6512)
33891	CF Title I (3010)	33560	CF Title I (3010)
36004	CF Title I (3010)	35152	CF Title I (3010)
35987	CF Child Dev State Preschl (6105) (19%) CF Title I (3010) (14%) CF Sch Nurse Expsn Grant (9088) (67%)		

WHEREAS, the Board of Trustees of the Capistrano Unified School District has determined to release each of the above-listed employees at the end of the current 2019-2020 school year.

NOW THEREFORE BE IT RESOLVED that the above recitals are true and correct; and

BE IT FURTHER RESOLVED that the Board of Trustees of the Capistrano Unified School District hereby directs that notice be provided to each of the above employees of his or her non-release effective upon the close of the 2019-2020 school year or the expiration of any applicable Temporary contract (whichever occurs first), that his or her employment with the Capistrano Unified School District is thereby ended accordingly, and that the notification be provided on or before May 21, 2020.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on
May 20, 2020, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

**BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT,
COUNTY OF ORANGE, STATE OF CALIFORNIA**

Jim Reardon
President to the Board of Trustees

I, Gila Jones, Clerk of the Capistrano Unified School District Board of Trustees, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees at its regular meeting held on May 20, 2020.

By: _____
Gila Jones
Clerk of the Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: May 20, 2020

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 May 20, 2020
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. Azzollini, Nicholas	Sub Teacher	Retirement	03/31/2004	03/14/2020
2. Cortez, Roxanne M.	Program Specialist	Retirement	08/23/2016	06/12/2020
3. Devaney, Brian T.	Teacher High School	Retirement	09/03/1985	06/05/2020
4. Devetis-Kruse, Terry	Teacher Special Ed (Non Cat)	Retirement	08/30/1991	06/05/2020
5. McAbee, Cristy A.	Teacher Elementary	Retirement	08/30/2006	06/05/2020
6. Ramirez, Theresa	Teacher Resource Specialist	Retirement	09/04/1998	06/05/2020
7. Renz, Beth I.	Teacher Elementary	Retirement	09/03/1996	06/05/2020
8. Rice, Susan H.	Teacher Elementary	Retirement	09/03/1985	06/05/2020
9. Sawyer, Pamela	Principal Middle School	Retirement	07/01/2013	06/30/2020
10. Seale, David D.	Teacher High School	Deceased	08/22/2003	04/09/2020
11. Stegner, Susan E.	Teacher High School	Retirement	08/19/2005	06/05/2020
12. Westling, Kurt J.	Teacher High School	Retirement	09/02/1986	06/05/2020

APPROVE HOME/HOSPITAL TEACHER

Pay @ \$35.00 per hour

13. Caruso, Heather D.
14. Connors, Katelyn A.

APPROVE 6/5^{THS} ASSIGNMENT

<u>Name</u>	<u>6/5^{THS} Assignment</u>	<u>Location</u>	<u>Effective Dates</u>
15. Olivieri, Rebekah B.	2nd Semester 6/5ths	Fresh Start	01/15/2020-06/05/2020

APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
16. Brucks, Jessica E.	TAA NTE 3 hrs (Work on curriculum)	Dana Hills High School	03/04/2020-04/01/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 20, 2020
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>
17. Moos, Theresa C.	TAA NTE 3 hrs (Work on curriculum)	Dana Hills High School	03/04/2020-04/01/2020
18. Reischl, Virginia A.	TAA NTE 200 hrs (Assist curriculum specialist with history/social science duties)	Ed Services Department	01/06/2020-06/05/2020
19. Sampson, Timothy W.	TAA NTE 3 hrs (Work on curriculum)	Dana Hills High School	03/04/2020-04/01/2020

APPROVE ADDITIONAL ASSIGNMENT

Pay @ per diem rate

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
20. Casteel, Janice L.	TAA NTE 24 hrs (Complete extra hours and support student assessments)	Student Support Services	01/01/2020-02/04/2020
21. Hanaford, Laura	TAA NTE 15 hrs (Non-public school evaluation writing during enrichment week)	Special Education Services	04/06/2020-04/10/2020

APPROVE CO-CURRICULAR ASSIGNMENT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
22. Billy, Cindy M.	ASB, Elem-50%	Truman Benedict Elem School	\$743.00	08/16/2019-06/05/2020
23. Hitchcock, Robert C.	Baseball, Varsity (Asst)	San Clemente High School	\$3,468.00	02/03/2020-05/01/2020
24. Johnson, Daniel R.	Track, Boys' Varsity (Head)	San Clemente High School	\$3,963.00	02/10/2020-05/01/2020
25. Lambert, David L.	Softball, Varsity (Asst)	San Clemente High School	\$3,468.00	02/03/2020-04/30/2020
26. Malcolm, William C.	Softball, Varsity (Head)	San Clemente High School	\$3,963.00	02/03/2020-04/30/2020
27. Mann, Jennie R.	Soccer, Girls' Varsity (Asst)	San Clemente High School	\$2,973.00	11/04/2019-02/06/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 20, 2020
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
28. Olmedo, Christian R.	Soccer, Girls' Varsity (Asst)	Capistrano Valley High School	\$2,973.00	11/18/2019-02/08/2020
29. Ortiz, Jaime R.	Football, Varsity (Head)	San Clemente High School	\$3,500.00	02/21/2020-04/11/2020
30. Ridill, Danielle A.	ASB, Elem-50%	Truman Benedict Elem School	\$743.00	08/16/2019-06/05/2020
31. Schepens, Scott	Track, Girls' Varsity (Head)	Capistrano Valley High School	\$3,963.00	02/22/2020-05/01/2020
32. Schepens, Scott	Track, Boys' Varsity (Head)	Capistrano Valley High School	\$3,963.00	02/22/2020-05/01/2020
33. Soto, Matthew J.	Track, Boys' Varsity (Asst)	Capistrano Valley High School	\$2,973.00	02/22/2020-05/01/2020
34. Talafus, Ryan R.	Volleyball, Boys' Varsity (Asst)	San Clemente High School	\$2,973.00	02/10/2020-04/29/2020

APPROVE CIF CO-CURRICULAR ASSIGNMENT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
35. Dowell, John W.	Surfing, Varsity (Head)	San Clemente High School	\$247.70	03/02/2020-03/08/2020

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>
36. Bisch, Jonathan	Volleyball, Boys' (Asst)	San Clemente High School	\$2,886.00	02/10/2020-04/29/2020
37. Fitzgerald, Nicholas A.	Lacrosse, Girls' JV	Capistrano Valley High School	\$2,886.00	01/06/2020-04/30/2020
38. Hambrick, Kelly R.	Golf, Boys' (Asst)	San Juan Hills High School	\$2,500.00	02/02/2020-05/09/2020
39. Hernandez, Juan J.	Baseball, (Asst)	San Juan Hills High School	\$1,000.00	02/02/2020-05/09/2020
40. Miyake, Darin S.	Baseball, (Asst)	San Juan Hills High School	\$2,000.00	02/02/2020-05/02/2020
41. Rodriguez, George L.	Track, (Asst)	San Juan Hills High School	\$1,000.00	02/02/2020-05/09/2020

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: May 20, 2020

Board Item: Resignations/Retirements/Employment – Classified Employees

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 May 20, 2020
Classified 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. McConnaughey, Jamie C.	Sub Elem Student Supervisor	Voluntary Resignation	08/20/2019	06/04/2020
2. McKibben, Katie J.	Para-Educator II	Voluntary Resignation	02/26/2020	03/30/2020
3. Nelson, Danielle J.	Para-Educator IV	Voluntary Resignation	10/08/2019	04/03/2020
4. Tsacoumangos, Susan G.	Elem Sch Office Mgr	Retirement	09/27/1994	06/09/2020

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
5. McKibben, Katie J.	Sub Para-Educator II	\$15.33 hr	20 - 01	03/31/2020
6. Morgan, Faith A.	Sub SLPA	\$24.51 hr	39 - 01	12/20/2019
7. Nelson, Danielle J.	Sub Para-Educator IV	\$16.92 hr	24 - 01	04/04/2020
8. Poppenhagen, Christine A.	Sub Elem Student Supervisor	\$13.00 hr	12 - 01	03/14/2020

APPROVE ASB ASSIGNMENT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
9. Ansel, Michael T.	Lacrosse, Boys' (Asst)	San Clemente High School	\$1,200.00	02/10/2020-05/15/2020
10. Aragona, Jeffrey M.	Basketball, Girls' (Asst)	San Clemente High School	\$3,000.00	11/04/2019-02/07/2020
11. Awender, Rich	Baseball, (Asst)	San Juan Hills High School	\$1,500.00	02/09/2020-05/02/2020
12. Gellatly, Jillian M.	Softball, JV (Asst)	San Clemente High School	\$3,350.00	02/03/2020-04/30/2020
13. Jacobs, Andrew P.	Track, (Asst)	San Juan Hills High School	\$2,000.00	02/02/2020-05/02/2020
14. Lyon, Michael J.	Track, Varsity (Asst)	Capistrano Valley High School	\$2,886.00	03/01/2020-04/30/2020
15. Meledy, Timothy J.	Track, Varsity (Asst)	Capistrano Valley High School	\$2,886.00	03/01/2020-04/30/2020
16. Navarrete, Daniel	Football, (Asst)	San Clemente High School	\$2,000.00	02/21/2020-04/11/2020
17. Olmedo, Jason	Soccer, Boys' Varsity (Asst)	Capistrano Valley High School	\$2,405.00	01/06/2020-04/30/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 20, 2020
Classified Employees

APPROVE ASB ASSIGNMENT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
18. Silvey, Peter A.	Track, (Asst)	San Juan Hills High School	\$2,000.00	02/02/2020-05/02/2020
19. Silvey, Peter A.	Football, (Asst)	San Juan Hills High School	\$2,500.00	02/02/2020-05/02/2020
20. Smith, Brenton T.	Lacrosse, Boys' (Asst)	San Juan Hills High School	\$1,250.00	02/02/2020-05/02/2020
21. Smith, Caelan A.	Softball, (Asst)	Capistrano Valley High School	\$2,405.00	03/01/2020-04/30/2020

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
22. Duty, Veronika U.	MS Library Media Technician (10.5mo/40hpw)	Academic Advisor (Temp/40hpw)	35 - 06	03/09/2020-06/07/2020

APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
23. Antonio Hernandez, Jonathan	Para-Educator I TAA NTE 3 hrs (Assist with interpreting at parent conferences)	19 - 02	03/03/2020-03/06/2020
24. Arreola, Erica	Para-Educator IV TAA NTE 10 hpw (Assist student on bus)	24 - 15	02/28/2020-03/11/2020
25. Ballard, Daniela C.	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 03	03/16/2020-03/20/2020
26. Castillo, Elsa	Food Service Elem Cashier TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	16 - 15	03/16/2020-03/20/2020
27. Cibrian, Maria D.	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 10	03/16/2020-03/20/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 20, 2020
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
28. Connelly, Linda S.	Food Service Elem Cashier TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	16 - 05	03/16/2020-03/20/2020
29. Cribioli, Elizabeth E.	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 02	03/16/2020-03/20/2020
30. Diaz, Margarita C.	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 20	03/16/2020-03/20/2020
31. Dimitrova, Kremena	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 01	03/16/2020-03/20/2020
32. Dostis, Victoria J.	Food Service Elem Cashier TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	16 - 10	03/16/2020-03/20/2020
33. Fager, Marlene D.	Food Service Elem Cashier TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	16 - 10	03/16/2020-03/20/2020
34. Fernandez Gutierrez, Veronica	Elem Student Supervisor TAA NTE 95 hrs (Provide supervision during breakfast)	12 - 03	03/10/2020-06/05/2020
35. Flatley, Shari R.	Lead Food Service Professional TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	31 - 20	03/16/2020-03/20/2020
36. Flores, Rachelle	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 06	03/16/2020-03/20/2020
37. Johnson, Michele M.	Food Service Elem Cashier TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	16 - 01	03/16/2020-03/20/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 20, 2020
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
38. Kirby, Crystal M.	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 01	03/16/2020-03/20/2020
39. Koch, Carrie L.	Lead Food Service Professional TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	31 - 10	03/16/2020-03/20/2020
40. Lies, Karen B.	Lead Food Service Professional TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	31 - 10	03/16/2020-03/20/2020
41. Lopez, Martha	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 20	03/16/2020-03/20/2020
42. Maleki, Yasaman R.	Para-Educator IV TAA NTE 7.5 hrs (Provide one-on-one support to student on bus)	24 - 15	02/27/2020
43. Marquina, Maritza A.	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 03	03/16/2020-03/20/2020
44. Meza Cruz, Elida	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 01	03/16/2020-03/20/2020
45. Moore, Sandra	Lead Food Service Professional TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	31 - 15	03/16/2020-03/20/2020
46. Murillo, Karen	Elem Student Supervisor TAA NTE 50 hrs (Provide supervision during breakfast)	12 - 01	03/10/2020-06/04/2020
47. Nicolosi, Nancy A.	Food Service Elem Cashier TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	16 - 02	03/16/2020-03/20/2020
48. Nieto-Arviso, Yesenia D.	Elem Student Supervisor TAA NTE 95 hrs (Provide supervision during breakfast)	12 - 01	03/10/2020-06/04/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 20, 2020
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
49. O'Rourke, Leticia	Food Service Elem Cashier TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	16 - 02	03/16/2020-03/20/2020
50. Ocampo, Jasmin	Elem Student Supervisor TAA NTE 50 hrs (Provide supervision during breakfast)	12 - 01	03/10/2020-06/04/2020
51. Ortiz, Maria G.	Lead Food Service Professional TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	31 - 20	03/16/2020-03/20/2020
52. Perrigoue, Vanessa M.	Food Service Elem Cashier TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	16 - 01	03/16/2020-03/20/2020
53. Ramirez Lugo, Cynthia	Food Service Elem Cashier TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	16 - 04	03/16/2020-03/20/2020
54. Ramirez Torres, Jessenia	Food Service Elem Cashier TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	16 - 01	03/16/2020-03/20/2020
55. Rodriguez, Laura I.	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 01	03/16/2020-03/20/2020
56. Rodriguez, Octavio	Storekeeper/Delivery Driver TAA NTE 40 hrs (Process and deliver sack lunches during spring break due to COVID-19)	28 - 20	03/16/2020-03/20/2020
57. Rojas, Norma	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 10	03/16/2020-03/20/2020
58. Romero-Mendoza, Lorenzo	Storekeeper/Delivery Driver TAA NTE 40 hrs (Process and deliver sack lunches during spring break due to COVID-19)	28 - 04	03/16/2020-03/20/2020
59. Rutledge, Lisa	Lead Food Service Professional TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	31 - 15	03/16/2020-03/20/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 20, 2020
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
60. Sanchez, Jose L.	Storekeeper/Delivery Driver TAA NTE 40 hrs (Process and deliver sack lunches during spring break due to COVID-19)	28 - 20	03/16/2020- 03/20/2020
61. Silva, Jose G.	Storekeeper/Delivery Driver TAA NTE 40 hrs (Process and deliver sack lunches during spring break due to COVID-19)	28 - 02	03/16/2020- 03/20/2020
62. Sosa, Cesar A.	Storekeeper/Delivery Driver TAA NTE 40 hrs (Process and deliver sack lunches during spring break due to COVID-19)	28 - 20	03/16/2020- 03/20/2020
63. Tolentino, Josephine	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 03	03/16/2020- 03/20/2020
64. Vigil, Laura C.	Para-Educator I TAA NTE 20 hrs (Assist with electronic learning programs)	19 - 04	02/18/2020- 06/04/2020
65. Von Schlegell, Helle	Food Service Worker TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	14 - 10	03/16/2020- 03/20/2020
66. Willett, Jennifer K.	Food Service Elem Cashier TAA NTE 40 hrs (Processing, producing, and delivering sack lunches to sites during spring break)	16 - 10	03/16/2020- 03/20/2020
67. Winner, Angela M.	Para-Educator IV TAA NTE 5 hpw (Assist student on bus)	24 - 03	02/07/2020- 03/06/2020

**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>
68. Palacios, Juan	MS Campus Supervisor (9.5mo/17.5hpw)	Sub Para-Educator IV	24 - 02	03/02/2020- 06/04/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 20, 2020
Classified Employees

APPROVE LEAVE OF ABSENCE

<u>Employee Unique Identifying Number</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Dates</u>
69. 245320	Presch Tchr/Site Facilitator	Expired Paid Leave	02/21/2020- 06/30/2020
70. 245320	Presch Tchr/Site Facilitator	Expired Paid Leave	07/01/2020- 08/02/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
APRIL 29, 2020
EDUCATION CENTER – BOARD ROOM

Due to the nature of the COVID-19 pandemic and in accordance with Governor Newsom's Executive Order N-29-20, issued on March 17, 2020, the Board members will have the option to attend the meeting and take action on any item telephonically.

President Reardon called the meeting to order at 5:02 p.m.

**Call to Order/
Adjourn to Closed
Session**

ROLL CALL:

Present: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones, McNicholas, and Reardon

Absent: None

The Board recessed to closed session to discuss: Conference with Legal Counsel – Anticipated Litigation; Conference with Legal Counsel – Existing Litigation; Conference with Real Property Negotiators; Student Readmission; Student Expulsions; Conference with Labor Negotiators; Public Employee Discipline/Dismissal/Release, Public Health Emergency.

**Closed Session
Comments**

The Regular meeting of the Board of Trustees was called to order by President Reardon at 7:24 p.m.

ROLL CALL:

Present: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones, McNicholas, and Reardon

Absent: None

The Pledge of Allegiance was led by Jim Reardon, President, Board of Trustees.

**Pledge of
Allegiance
Permanent Record**

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

It was moved by Trustee McNicholas and seconded by Trustee Bullockus motion carried by a 7-0 roll call vote to adopt the Regular Board Meeting agenda, with the exception of item 12, pulled by staff.

**Adoption of the
Board Agenda**

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones, McNicholas and Reardon

NOES: None

ABSENT: None

President Reardon 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 – Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation – Five Cases

Trustees voted 6-0-0-1 with President Reardon recusing himself, to approve the staff recommendation on the following case:

ADR Case Number 20191211

Trustees voted 7-0 to approve the staff recommendation on the following cases:

ADR Case Number 20200124

ADR Case Number 20200205
ADR Case Number 20200303
ADR Case Number 20200408

Agenda Item #3B – Conference with Legal Counsel – Existing Litigation

Significant Exposure to Litigation – One Case

Trustees voted 7-0 to approve the staff recommendation on the following case:

OAH Case Number 2019110439

Agenda Item #3C – Conference with Real Property Negotiators

Property: PA-3 K-8 School No. 2 an approximate 20-acre school site

Trustees gave direction to staff.

Property: 31642 El Camino Real, San Juan Capistrano

Trustees gave direction to staff.

Agenda Item #3D – Student Readmission - One Case

Trustees voted 7-0 to approve the staff recommendation on the following case:

Case # 2019-060

Agenda Item #3E – Student Expulsions - Seven Cases

Trustees voted 7-0 to approve the staff recommendation on the following cases:

Case # 2020-036

Case # 2020-037

Case # 2020-038

Case # 2020-039

Case # 2020-040

Case # 2020-041

Case # 2020-042

Agenda Item #3F – Conference with Labor Negotiators

Trustees gave direction to staff.

Agenda Item #3G – Public Employee Discipline/Dismissal/Release

Trustees gave direction to staff.

Agenda Item #3H – Public Health Emergency

Trustees gave direction to staff.

Superintendent Vital reported on the various activities at our sites in the past weeks.

**Board and
Superintendent
Comments**

The following speakers addressed the Board:

- Michele Ploessel-Campbell spoke regarding PTA partnering with CUSD
- Jennifer Cannon spoke regarding grades and students rights
- Stephanie Tarzia spoke regarding the needs of students during distance learning

**Oral
Communications**

At 7:43 p.m. President Reardon opened the Public Hearing on Resolution No. 1920-47, Resolution of the Capistrano Unified School District to Authorize the Conveyance of an Easement to City of San Juan Capistrano for the Purposes of Providing Necessary Public Water and Sewer Pipeline Facilities for the City Of San Juan Capistrano on Property

**Public Hearing:
Resolution No.
1920-47, Resolution
of the Capistrano
Unified School**

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CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
APRIL 29, 2020
EDUCATION CENTER – BOARD ROOM

Owned by the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints Adjacent to San Juan Hills High School.

President Reardon closed the Public Hearing at 7:44 p.m.

**District to
Authorize the
Conveyance of an
Easement to City of
San Juan
Capistrano for the
Purposes of
Providing
Necessary Public
Water and Sewer
Pipeline Facilities
for the City of San
Juan Capistrano on
Property Owned by
the Corporation of
the Presiding
Bishop of the
Church of Jesus
Christ of Latter
Day Saints
Adjacent to San
Juan Hills High
School**

At 7:44 p.m. President Reardon opened the Public Hearing on Resolution No. 1920-48, Resolution of the Capistrano Unified School District to Authorize Conveyance of an Easement to the Santa Margarita Water District for Purposes of Providing Necessary Public Water Services to Newhart Middle School.

President Reardon closed the Public Hearing at 7:44 p.m.

**Agenda Item 1
Public Hearing:
Resolution No.
1920-48, Resolution
of the Capistrano
Unified School
District to
Authorize
Conveyance of an
Easement to the
Santa Margarita
Water District for
Purposes of
Providing
Necessary Public
Water Services to
Newhart Middle
School**

At 7:44 p.m. President Reardon opened the Public Hearing on Resolution No. 1920-49, Resolution of the Capistrano Unified School District to Authorize Conveyance of an Easement to the Moulton Niguel Water District for Purposes of Providing Necessary Public Water, Reclaimed Water, and Wastewater Facilities to Aliso Niguel High School.

President Reardon closed the Public Hearing at 7:44 p.m.

**Agenda Item 2
Public Hearing:
Resolution No.
1920-49, Resolution
of the Capistrano
Unified School
District to
Authorize
Conveyance of an
Easement to the
Moulton Niguel
Water District for**

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
APRIL 29, 2020
EDUCATION CENTER – BOARD ROOM

**Purposes of
Providing
Necessary Public
Water, Reclaimed
Water, and
Wastewater
Facilities to Aliso
Niguel High School
Agenda Item 3
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.

President Reardon asked Trustees for items they wished to pull from the Consent Calendar, Trustee Jones pulled item 20.

It was moved by Trustee McNicholas and seconded by Trustee Bullockus, motion carried by a 7-0 roll call vote to approve the following Consent Calendar, with the exception of pulled items.

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones,
McNicholas and Reardon
NOES: None
ABSENT: None

Student Advisor Koenigshofer voted aye to approve the Consent Calendar with the exception of item #20 being pulled by Trustee Jones.

Approval of donations of funds and equipment.

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2).

Approval of the District standardized Independent Contractor, Professional Services, Field Service and Master Contract agreements.

Approval of Award of Bid No. 1920-07, Tesoro High School Turf and Sand Volleyball Court Project to Asphalt, Fabric and Engineering, Incorporated.

**Donation of Funds
and Equipment
Agenda Item 4
Purchase Orders,
Commercial
Warrants and
Previously Board-
Approved Bids
and Contracts
Agenda Item 5
Independent
Contractor,
Professional
Services, Field
Service, and
Master Contract
Agreements
Agenda Item 6
Award Bid No.
1920-07, Tesoro
High School Turf
and Sand**

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
APRIL 29, 2020
EDUCATION CENTER – BOARD ROOM

Approval of Change Order No. 2, Bid No. 1920-05 for the Newhart Middle School STEAM Building Project related to hardware and tile specification adjustments to meet District standards.

Approval to utilize the State of California Multiple Award Schedule (CMAS) Contract No. 4-20-00-0085C, General Service Administration (GSA) Schedule No. 080819-MCD and any subsequent revisions, amendments, and extensions awarded to Mohawk Commercial, Incorporated, for the purchase, warranty, and installation of floor covering products and related products, as needed by the District.

Approval of the Third Extension of Bid No. 1617-07, Electrical, Fire Protection, and Low Voltage Systems Services with Gilbert and Stearns, Incorporated.

Approval of Resolution No. 1920-51 for designation of agent for the Federal Emergency Management Agency (FEMA) application.

This item was pulled by staff.

**Volleyball Court
Project – Asphalt,
Fabric and
Engineering,
Incorporated
Agenda Item 7
Change Order No.
2, Bid No. 1920-
05, Newhart
Middle School
Steam Building
Project
Agenda Item 8
State of California
Multiple Award
Schedule Contract
No. 4-20-00-
0085C, General
Services
Administration
Schedule No.
080819-MCD,
Purchase,
Warranty, and
Installation of
Floor Covering
Products and
Related Products
– Mohawk
Commercial,
Incorporated
Agenda Item 9
Third Extension
of Bid No. 1617-
07, Electrical, Fire
Protection, and
Low Voltage
Systems Services –
Gilbert and
Stearns,
Incorporated
Agenda Item 10
Resolution No.
1920-51,
Designation of
Agent for Federal
Emergency
Management
Agency
Application
Agenda Item 11
Charter Facilities
Agreement for**

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
APRIL 29, 2020
EDUCATION CENTER – BOARD ROOM
2020-2021 –

Approval of Agreement to Refer Students to Alternative Community and Correctional Educational Schools and Services (ACCESS) for June, July and August 2020.

**OCASA College
Prep
Agenda Item 12
Agreement to
Refer Students to
Orange County
Superintendent of
Schools for
Alternative
Community and
Correctional
Educational
Schools and
Services for June,
July and August
2020**

Approval of the ratification of the Agreement for Additional Schools Participating in Inside the Outdoors Field or School Programs, Agreement No. 12025, Addendum No. 13.

**Agenda Item 13
Approval of the
Agreement for
Additional Schools
Participating in
Inside the
Outdoors Field or
School Programs,
Agreement No.
12025, Addendum
No. 13**

Approval of the Joint Powers Agreement with the Orange County Sheriff's Department.

**Agenda Item 14
Joint Powers
Agreement with
The Orange
County Sheriff's
Department**

Approval of Service Order with Rosetta Stone April 1, 2020 through September 1, 2020 to support improved student outcomes for middle and high school newly enrolled English learner students through online English language development activities to support distance and summer learning.

**Agenda Item 15
Service Order
with Rosetta Stone
April 1, 2020-
September 1, 2020**

Approval of the Memorandum of Understanding (MOU) with the California Department of Justice (DOJ) is intended to support the education of secondary students about the dangers of tobacco and vape use.

**Agenda Item 16
Memorandum of
Understanding
with the
California
Department of
Justice**

Approval of the ratification of Agreement No. UCI-1920BC-052 with the Regents of the University of California (University) enables the District to partner with the Irvine Math Project to provide professional development to District teachers.

**Agenda Item 17
Agreement No.
UCI-1920BC-052
with the Regents
of the University
of California
Agenda Item 18**

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CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
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EDUCATION CENTER – BOARD ROOM

Approval of Agreement No. UCI-1920BC-062 with the Regents of the University of California (University) enables the District to partner with the Irvine Math Project to provide professional development to District teachers.

**Agreement No.
UCI-1920BC-062
with the Regents
of the University
of California
Agenda Item 19**

Approval of payment to District Master Teachers who supported a California State University, Fullerton student in the Speech Language Pathologist credential program during the Spring 2020 semester.

**California State
University,
Fullerton Spring
2020 Speech
Language
Pathologist
Master Teacher
Payments
Agenda Item 21**

Approval of the Practicum Agreement with San Jose State University, effective on the date of the last signature and continue for a term of five (5) years. University students enrolled in a Pupil Personnel Services (PPS) Credential will be paired with a veteran District employee as they complete practicum/fieldwork hours required to earn their PPS credential.

**Practicum
Agreement with
San Jose State
University
Agenda Item 22**

Approval of the Standard Clinical Affiliation Agreement with Coast Community College District, effective on the date of the last signature and continuing through March 31, 2025

**Standard Clinical
Affiliation
Agreement with
Coast Community
College District
Agenda Item 23**

Acceptance of Williams Settlement Legislation Uniform Complaint Third Quarter Report.

**Third Quarter
Report – Williams
Settlement
Legislation
Uniform
Complaint
Agenda Item 24**

Approval of the activity list for employment, separation, and additional assignments of certificated employees.

**Resignations/
Retirements/
Employment -
Certificated
Employees
Agenda Item 25**

Approval of the activity list for employment, separation, and additional assignments of classified employees.

**Resignations/
Retirements/
Employment -
Classified
Employees
Agenda Item 26**

Approval of the April 15, 2020 Special Board Meeting minutes.

**School Board
Minutes
Agenda Item 27**

DISCUSSION/ACTION ITEMS

President Reardon recognized Susan Holliday, Associate Superintendent, Education Services, to present the item.

**Second Reading –
Emergency Board
Policy E5121.2,
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CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
APRIL 29, 2020
EDUCATION CENTER – BOARD ROOM

The following speakers addressed the Board:

- *Zena Boratynec thanked teachers and staff for a smooth transition to distance learning and spoke in favor of the Board Policy E5121.2*
- *Julia McDonnell spoke in favor of Emergency Board Policy E5121.2*
- *Temple Liebmann spoke asking the Board remember the high achievers and their grades*
- *Stephanie Tarzia spoke regarding grading for elementary students and benchmarks*
- *Alicia Towles spoke regarding the importance of having a letter grade on transcripts*

**Grades/
Evaluation of
Student
Achievement
Agenda Item 28**

It was moved by Trustee McNicholas and seconded by Trustee Hanacek to approve Board Policy E5121.2, *Grades/Evaluations of Student Achievement*, motion carried 5-2-0 by a roll call vote as amended.

AYES: Trustees Bullockus, Castellanos, Hanacek, McNicholas and Reardon
NOES: Trustees Holloway and Jones
ABSENT: None

Student Advisor voted aye to approve Board Policy E5121.2, *Grades/Evaluations of Student Achievement*.

President Reardon recognized Susan Holliday, Associate Superintendent, Education Services, to present the item.

**Second Reading -
Waiver of Board
Policy 5121.1,
Grades/
Evaluation of
Student
Achievement
Agenda Item 29**

It was moved by Trustee McNicholas and seconded by Trustee Holloway to approve waiving Board Policy 5121.1, *Grades/Evaluation of Student Achievement*, motion carried 7-0 by a roll call vote.

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones, McNicholas and Reardon
NOES: None
ABSENT: None

Student Advisor voted aye to approve waiving Board Policy 5121.1, *Grades/Evaluation of Student Achievement*.

President Reardon recognized Susan Holliday, Associate Superintendent, Education Services, to present the item.

**Update on
Distance Learning
and Graduation
Agenda Item 30**

The following speakers addressed the Board:

- *Elisha Towles spoke regarding the possibility of graduation to take place*
- *Dr. David Petersen spoke regarding students returning to school*
- *Mike Artinian spoke regarding adding teaching webinars in addition to distance learning*
- *Dorothy Moneymaker spoke regarding live graduation ceremonies*
- *Stephanie Tarzia spoke regarding teaching during distance learning*
- *Erin Devre spoke regarding seniors*

This is an information item only and no Board action is necessary.

President Reardon recognized Susan Holliday, Associate Superintendent, Education Services, to present the item.

**Presentation –
Math Options**

365 of 418

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
APRIL 29, 2020
EDUCATION CENTER – BOARD ROOM
Agenda Item 31

The following speakers addressed the Board:

- *Jeff J. Hruby spoke regarding sixth grade math content and standards*
- *Beth Toner spoke regarding math placements*
- *Stephanie Tarzia spoke regarding math placements and accelerated courses*

This is an information item only and no Board action is necessary.

President Reardon recognized Clark Hampton, Deputy Superintendent, Business and Support Services, to present the item.

It was moved by Trustee Hanacek and seconded by Trustee McNicholas Trustees to adopt Resolution No. 1920-47, Resolution of the Capistrano Unified School District to Authorize the Conveyance of an Easement to City of San Juan Capistrano to Provide Necessary Public Water and Sewer Pipeline Facilities to the City on Property Owned by the Corporation of the Presiding Bishop of the Church of Jesus Christ Latter Day Saints a Parcel Adjacent to San Juan Hills High School, motion carried 7-0 by a roll call vote.

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones,
McNicholas and Reardon
NOES: None
ABSENT: None

Student Advisor Koenigshofer voted aye to adopt Resolution No. 1920-47, Resolution of the Capistrano Unified School District to Authorize the Conveyance of an Easement to City of San Juan Capistrano to Provide Necessary Public Water and Sewer Pipeline Facilities to the City on Property Owned by the Corporation of the Presiding Bishop of the Church of Jesus Christ Latter Day Saints a Parcel Adjacent to San Juan Hills High School.

President Reardon recognized Clark Hampton, Deputy Superintendent, Business and Support Services, to present the item.

It was moved by Trustee McNicholas and seconded by Trustee Bullockus to adopt Resolution No. 1920-48, Resolution of the Capistrano Unified School District to Authorize the Conveyance of an Easement to Santa Margarita Water District for the Purposes of Providing Necessary Public Water Facilities to Newhart Middle School, motion carried 7-0 by a roll call vote.

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones,
McNicholas and Reardon
NOES: None
ABSENT: None

Student Advisor Koenigshofer voted aye to adopt Resolution No. 1920-48, Resolution of the Capistrano Unified School District to Authorize the Conveyance of an Easement to Santa Margarita Water District for the Purposes of Providing Necessary Public Water

**Resolution No. 1920-47, Resolution of the Capistrano Unified School District to Authorize the Conveyance of an Easement to City of San Juan Capistrano for the Purposes of Providing Necessary Public Water and Sewer Pipeline Facilities for the City of San Juan Capistrano on Property Owned by the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints Adjacent to San Juan Hills High School
Agenda Item 32
Resolution No. 1920-48, Resolution of the Capistrano Unified School District to Authorize Conveyance of an Easement to Santa Margarita Water District for the Purposes of Providing Necessary Public Water Facilities to Newhart Middle School**

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
APRIL 29, 2020
EDUCATION CENTER – BOARD ROOM
Agenda Item 33

Facilities to Newhart Middle School.

President Reardon recognized Clark Hampton, Deputy Superintendent, Business and Support Services, to present the item.

It was moved by Trustee McNicholas and seconded by Trustee Hanacek to adopt Resolution No. 1920-49, Resolution of the Capistrano Unified School District to Authorize the Conveyance of an Easement to Moulton Niguel Water District for the Purposes of Providing Necessary Public Water, Reclaimed Water, and Wastewater Facilities to Aliso Niguel High School, motion carried 7-0 by a roll call vote.

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones,
McNicholas and Reardon
NOES: None
ABSENT: None

Student Advisor Koenigshofer voted aye to adopt Resolution No. 1920-49, Resolution of the Capistrano Unified School District to Authorize the Conveyance of an Easement to Moulton Niguel Water District for the Purposes of Providing Necessary Public Water, Reclaimed Water, and Wastewater Facilities to Aliso Niguel High School.

President Reardon recognized Susan Holliday, Associate Superintendent, Education Services, to present the item.

Trustees gave direction to staff to bring back this policy for a second reading.
President Reardon recognized Susan Holliday, Associate Superintendent, Education Services, to present the item.

Trustees gave direction to staff to bring back this policy for a second reading.

President Reardon recognized Susan Holliday, Associate Superintendent, Education Services, to present the item.

It was moved by Trustee Jones and seconded by Trustee Holloway to waive the second reading on Board Policy 6178, *Career Technical Education*.

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones,
McNicholas and Reardon
NOES: None
ABSENT: None

Student Advisor voted aye to waive the second reading on Board Policy 6178, *Career Technical Education*.

It was moved by Trustee Reardon and seconded by Trustee McNicholas to approve Board Policy 6178, *Career Technical Education*, motion carried 7-0 by a roll call vote.

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones,
McNicholas and Reardon
NOES: None

**Resolution No.
1920-49,
Resolution of the
Capistrano
Unified School
District to
Authorize
Conveyance of an
Easement to
Moulton Niguel
Water District for
the Purposes of
Providing
Necessary Public
Water, Reclaimed
Water, and
Wastewater
Facilities to Aliso
Niguel High
School
Agenda Item 34
First Reading -
Board Policy 5150,
Discipline
Agenda Item 35
First Reading -
Board Policy 5152,
Suspension and
Expulsion/Due
Process
Agenda Item 36
First Reading –
Board Policy 6178,
Career Technical
Education
Agenda Item 37**

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
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ABSENT: None

Student Advisor voted aye to approve Board Policy 6178, *Career Technical Education*.

President Reardon recognized Susan Holliday, Associate Superintendent, Education Services, to present the item.

**Deletion of Board
Policy 6141.4,
Career
Preparation
Agenda Item 38**

It was moved by Trustee McNicholas and seconded by Trustee Holloway to approve deletion of Board Policy 6141.4, *Career Preparation*, motion carried 7-0 by a roll call vote.

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones,
McNicholas and Reardon
NOES: None
ABSENT: None

Student Advisor voted aye to approve deletion of Board Policy 6141.4, *Career Preparation*.

President Reardon recognized Tim Brooks, Human Resource Services, to present the item.

**First Reading -
Board Policy 4154,
Health and
Welfare Benefits
Agenda Item 39**

It was moved by Trustee McNicholas and seconded by Trustee Bullockus to waive the second reading on Board Policy 4154, *Health and Welfare Benefits*.

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones,
McNicholas and Reardon
NOES: None
ABSENT: None

Student Advisor Koenigshofer voted aye to waive the second reading on Board Policy 4154, *Health and Welfare Benefits*.

It was moved by Trustee Reardon and seconded by Trustee McNicholas to approve Board Policy 4154, *Health and Welfare Benefits*, motion carried 7-0 by a roll call vote.

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones,
McNicholas and Reardon
NOES: None
ABSENT: None

Student Advisor Koenigshofer voted aye to approve Board Policy 4154, *Health and Welfare Benefits*.

President Reardon recognized Susan Holliday, Associate Superintendent, Education Services, to present the item.

**Second Reading –
Board Policy 6145,
Extracurricular
and Co-
Curricular
Activities
Agenda Item 20
Adjournment**

Trustees gave direction to staff to bring back this policy for a third reading.

It was moved by Trustee McNicholas and seconded by Trustee Bullockus to adjourn the meeting, motion 7-0 by a roll call vote.

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones,
McNicholas and Reardon

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
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EDUCATION CENTER – BOARD ROOM

NOES: None
ABSENT: None

Student Advisor Koenigshofer voted aye to adjourn the meeting.

President Reardon announced the meeting adjourned 10:45 p.m.

Board Clerk

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: Kirsten M. Vital, Superintendent

Prepared by: Colleen Hayes, Manager II Board Operations/Superintendent's Office

Date: May 20, 2020

Board Item: Capitol Advisors Group, LLC Presentation

HISTORY

Since June of 2014, Capitol Advisors Group, LLC, a legislative consulting, and advocacy firm, has provided strategic counsel, and assistance in developing mutually beneficial partnerships, and updates related to legislative, administrative, and regulatory guidance to the District.

BACKGROUND INFORMATION

Capitol Advisors Group provides the District with weekly legislative updates on a variety of topics including government relations, school facilities and financing, public relations, and education legislation.

Through their continued communications by phone, email, and in-person visits, they have provided valuable insight into Education Bills and the necessary interpretation of ongoing legislation. Most recently, they have provided daily information and guidance during the COVID crisis.

Capitol Advisors Group representatives have been a great value to the District in providing access to the state legislature, to our Trustees, and education partners. They continue to be an asset to our CUCPTSA and meet with the CUCPTSA legislative team twice annually to provide information, and clarification, on legislative action in Sacramento and how it affects our local schools.

CURRENT CONSIDERATIONS

Representatives from the Capitol Advisors Group have addressed the Board multiple times over the past four years and will be returning to the May 20, 2020 Board meeting to share what is currently happening in Sacramento regarding the impacts to our District based on the Governor's May Revised 2020-2021 budget due to COVID-19. This is an information item only and no Board action is necessary.

FINANCIAL IMPLICATIONS

There is no financial impact to this presentation.

STAFF RECOMMENDATION

It is recommended the Board President recognize Kevin Gordon, Capitol Advisors Group, LLC, to present information on this item.

PREPARED BY: Colleen Hayes, Manager II, Board Operations/Superintendent's Office

APPROVED BY: Kirsten M. Vital, Superintendent

**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: May 20, 2020

Board Item: Resolution No. 1920-54, Authorization of Temporary Interfund Transfers

HISTORY

Each year the District passes a resolution to allow interfund transfers which gives the District flexibility in managing cash flow. This has no impact on the budget and is only done within a fiscal year and not between fiscal years.

BACKGROUND INFORMATION

Education Code § 42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations by the District. Amounts transferred will be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing will occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred.

CURRENT CONSIDERATIONS

Due to variations in the receipt of cash, it is necessary to secure flexibility to balance cash flow during the 2020-2021 school year.

This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the general fund, and various other District funds.

- Child Development Fund (Fund 12)
- Cafeteria Fund (Fund 13)
- Deferred Maintenance Fund (Fund 14)
- Capital Facilities Fund (Fund 25)
- School Facilities Fund (Fund 39)
- Special Reserve Fund (Fund 40)
- Workers' Compensation Fund (Fund 68)
- Health and Welfare Fund (Fund 69) and
- Property and Liability Fund (Fund 70)

FINANCIAL IMPLICATIONS

Adoption of Resolution No. 1920-54 will have no financial impact on the income or expenditures of any District funds.

STAFF RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 1920-54, Authorization of Temporary Interfund Transfers.

PREPARED BY: Philippa Townsend, Assistant Superintendent, Fiscal Services

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1920-54

AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS

WHEREAS, Education Code § 42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations of the District, and

WHEREAS, such a transfer can be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to the borrowing fund, and

WHEREAS, no more than 75 percent of money held in any fund or account during a current fiscal year may be transferred pursuant to the provisions of this section during that fiscal year;

BE IT RESOLVED that the Board of Trustees authorizes the administration to make temporary interfund transfers.

BE IT FURTHER RESOLVED that the amounts transferred shall be repaid or transferred back to the original fund before the end of the fiscal year ending June 30, 2021, or in the following fiscal year if the transfer took place within the last 120 days of the fiscal year.

AYES: ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Jim Reardon, President 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 20th day of May, 2020, by a roll call vote.

Jim Reardon
President of the Board of Trustees

Gila Jones
Clerk of the Board of Trustees

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: May 20, 2020

Board Item: Governor's May Revise for Fiscal Year 2020-2021

HISTORY

Each year in May, the Governor provides a 'May Revision' to the budget he proposed in January for the upcoming fiscal year. This May Revise provides revised details for the 2020-2021 budget that is adopted in June. The next step in the budget process is final budget adoption in June.

BACKGROUND INFORMATION

In mid-May the Governor released his May Revise to his initial proposed budget. Revisions from this May Revise will be incorporated into the District's adopted budget and subsequently updated if necessary in August after the adoption of the final State budget.

CURRENT CONSIDERATIONS

At the time this item was prepared, details of the Governor's proposed budget were not yet known.

FINANCIAL IMPLICATIONS

The full financial implications of the Governor's proposed budget will be incorporated into the adopted budget which will be presented to the Board at the June 17, 2020 Board meeting.

STAFF RECOMMENDATION

It is recommended the Board President recognize Philippa Townsend, Assistant Superintendent, Fiscal Services, to give a brief outline of the Governor's 2020-2021 May Revise along with implications for the District 2020-2021 budget to be adopted in June.

PREPARED BY: Philippa Townsend, Assistant Superintendent, Fiscal Services

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 20, 2020

GOVERNOR'S MAY REVISE FOR FISCAL YEAR 2020-2021

There is no exhibit for this item.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Kirsten M. Vital, Superintendent

Date: May 20, 2020

Board Item: Resolution No. 1920-56, Resolution and Order of Biennial Trustee Election Specifications of the Election Order

HISTORY

A consolidated election is required in our District this year for governing Board members whose terms are expiring on December 11, 2020. The election will be held on Tuesday, November 3, 2020, for members of specified governing Boards, in accordance with Education Code Section § 5340, which reads in part: "School district governing Board or community college district governing Board member elections for two or more school districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot."

A uniform ballot will be furnished and will contain the names of candidates for all the governing Board positions for which the voters of the District are entitled to vote at that election. All names, including incumbents, shall be listed by randomized alphabetical drawing, which is conducted by the Secretary of State.

At least 123 days before the election, the governing Board of the District shall, by resolution, serve the County Superintendent of Schools and the Registrar of Voters an order calling the election and specify the date and purpose of the election.

At least 120 days prior to the date of the election, the County Superintendent of Schools shall deliver to the Registrar of Voters copies of the order of election and the formal notice of election.

BACKGROUND INFORMATION

On December 11, 2020, four Capistrano Unified School District Board members' terms will be expiring: Trustee Area 1 (Amy Hanacek) Trustee Area 2 (Jim Reardon), and Trustee Area 3 (Patricia Holloway), and Trustee Area 5 (Trustee Castellanos).

CURRENT CONSIDERATIONS

Adoption of Resolution No. 1920-56, pertaining to the election of Trustees to serve in Trustee Area 1 (Amy Hanacek) Trustee Area 2 (Jim Reardon), and Trustee Area 3 (Patricia Holloway), and Trustee Area 5 (Trustee Castellanos), will consolidate the Trustee election with the federal, state, and municipal elections to be held on November 3, 2020.

FINANCIAL IMPLICATIONS

The cost of conducting consolidated elections will be prorated by the Registrar of Voters among the school districts/community college districts concerned. The financial impact for the election expenses will be included in the 2020-2021 budget.

STAFF RECOMMENDATION

It is recommended the Board President recognize Kirsten M. Vital, Superintendent, to present this item.

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1920-56, Resolution and Order of Biennial Trustee Election and Specifications of the Election Order.

PREPARED BY: Colleen Hayes, Manager II, Superintendent's Office/Board Operations

APPROVED BY: Kirsten M. Vital, Superintendent

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
May 20, 2020

RESOLUTION NO. 1920-56

Excerpt from the Journal of the Board of Trustees/Education of the Capistrano Unified School District/Community College District of Orange County, State of California, for a Board meeting held on the 20th day of May, 2020, at 7:00 p.m. at which the following members were:

Present: _____

Absent: _____

On motion of Trustee _____, seconded by Trustee _____, a Resolution No. 1920-56 and Order of Election and Specifications of the Election Order was adopted by the following vote:

AYES: ___

NOES: ___

ABSENT: ___

ABSTAIN: ___

Certified a correct copy this 20th day of May, 2020.

Clerk, Board of Trustees
Capistrano Unified School District

RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION
AND SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the election of the governing board members is ordered by law pursuant to § 5000 of the Education Code to fill the office of members whose terms expire on December 11, 2020, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code § 5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 3, 2020.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code § 5340 and 5342.

Dated this 20th day of May, 2020.

Clerk, Board of Trustees
Capistrano Unified School District

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: May 20, 2020

Board Item: Second Reading - Board Policy 5150, Discipline

HISTORY

In January 2020, staff completed a Districtwide discipline audit. As a result of the audit, the District increased discipline training, and updated and standardized District documents. In addition, staff recommended to revise Board Policies 5150, *Discipline*, 5152, *Suspension and Expulsion/Due Process*, and Administrative Regulation 5.11, *Due Process Suspension or Expulsion of Students*. Board Policy 5150, *Discipline*, was adopted in February 1995.

BACKGROUND INFORMATION

The proposed revisions to Board Policy 5150, *Discipline*, bring the policy in alignment with current law. The proposed policy is modeled after the California School Boards Association (CSBA) model policy. It eliminated unnecessary language and directives based on codes that are no longer active. At legal counsel's direction, staff made redactions to this policy. The redacted sections were more appropriately placed in the Student Discipline Handbook or Discipline Matrix. School discipline laws change frequently and it was recommended to streamline the Board Policy and place the details in the Student Discipline Handbook or Discipline Matrix.

CURRENT CONSIDERATIONS

In an effort to continue following up with the recommendations from the Districtwide Comprehensive Discipline Audit, staff brought forward two discipline related policy revisions to the Board on April 29, 2020; Board Policy 5150, *Discipline* and Board Policy 5152, *Suspension and Expulsion/Due Process*. The proposed policy revisions align with the California School Board Association (CSBA) sample language. At legal counsel's direction, staff made significant redactions to both policies. Some of the redacted sections were more appropriately placed in the Student Discipline Handbook and Discipline Matrix. School discipline laws change so frequently that it is better to streamline Board Policy and have the details in the Student Discipline Handbook or Discipline Matrix.

Changes to Board Policy 5150, *Discipline*, include the following:

- The additions align with CSBA sample policy.

- The School Level Rules section was eliminated because schools will follow the District standard verses having individual school site standards. We have a Districtwide discipline standard that should be applied to all schools allowing for consistency.
- Legal counsel advised staff to remove the Responsibility for Student Behavior section. It will be addressed in the handbooks. This section also outlines duties for staff, which is their inherent responsibility. Additionally, it is inappropriate to direct parents to do something in policy.
- The section Expectations for Student Behavior will be outlined in the Discipline Handbook. It is essentially restating what is in Education Code § 48900.
- The section, Sanction for Addressing Negative Student Behavior and Restitution for Damage of Loss, is more appropriately placed in the Discipline Matrix.

Legal counsel has reviewed the policy. Additional changes were made, as requested by Trustees at the April 29, 2020 Board meeting. Following approval, staff will train and update sites on the policy.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve Board Policy 5150, *Discipline*.

PREPARED BY: Mike Beekman, Safety and Student Services

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

DISCIPLINE

The ~~Governing~~ Board of Trustees believes that one of the major functions of the public schools is the preparation of youth for responsible citizenship. The District shall foster a safe, supportive, and positive learning environment which reinforces the concepts of self-discipline and the acceptance of personal responsibility. Students are expected to progress from being adult-directed to self-directed with minimal application of disciplinary measures.

State Education Code and law and Board policy set major standards for rules and regulations governing student conduct.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at District schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of District discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5) The Board recognizes that it would be a disservice to school sites to establish a complicated and inflexible set of punishments corresponding to violations of state laws, Board policies, and school rules and regulations. The basic tenets of justice espoused within the democratic framework of government require that, as appropriate, mitigating circumstances in each individual case of student misbehavior be taken into consideration in the final determination of any punishment which is to be administered to a student.

In order to maintain an environment conducive to attaining the highest quality of education, District disciplinary policies and regulations relating to student conduct which delineate acceptable behavior and provide the basis for sound disciplinary practices will be enforced fairly ~~and uniformly and consistently without regard to race, creed, color, ethnicity or gender,~~ consistently, and in accordance with the District's nondiscrimination policies.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the District's local control and accountability plan, as required by law.

DISCIPLINE (continued)

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in District schools in the immediately preceding school year and their effect on student learning.

School-Level Rules

~~School site rules and consequences for student discipline shall be developed at each school site in consultation with the School Site Council and/or School Discipline Committee and approved by the school principal and filed with the District. Input from administrators, teachers, security personnel, parents/guardians and secondary school students will be obtained when the rules are developed and/or revised. The rules shall be consistent with Education Code and other applicable laws, as well as Board policy and District regulations. They shall be revised as necessary and shall undergo a site-level review and adoption process at least every four years. (Education Code 35291.5)~~

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraint are prohibited as a means of discipline **unless nonviolent crisis interventions tactics are required for safety reasons** and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with District regulations. (Education Code 49005.2)

Responsibility for Student Behavior

~~The Board expects all school site employees and District administrators to be knowledgeable of the state laws, Board policies, District procedures and school rules which govern student conduct. Such information shall also be communicated to parents and students, as appropriate.~~

~~It is the joint responsibility and duty of the Board, employees, students and their parents to maintain good order and discipline within CUSD schools. The administration, teachers and classified staff share the mutual responsibility for student conduct and safety and the enforcement of District policies and regulations. The Board shall give reasonable support and assistance to all employees with respect to student discipline.~~

- ~~1. Students: Control of student behavior begins with and ultimately rests with the individual student. Students shall retain their right to an education only so long as they do not persistently violate or neglect their responsibilities as required by state law, Board policy and school rules and regulations. Students are to be made aware of their responsibilities and rights and assisted by all school personnel to understand and accept their responsibilities.~~

DISCIPLINE (continued)

2. ~~Parents: Parents have a fundamental responsibility for the behavior of their children. In addition to direct supervision of their children while in their custody, they have a responsibility to cooperate fully with school personnel to maintain proper behavior of their children during school hours and functions. This is not only a legal responsibility, but a moral one as well.~~
3. ~~Teachers: A classroom instructional program which meets the individual needs of students in an effective manner is one of the best means of achieving self-direction on the part of students and fostering good behavior. Teachers, as skilled professionals, have the responsibility to provide a positive role model for students; enforce discipline in a firm, fair and consistent manner; maintain the respect of students; as well as demonstrate respect for students sufficient to establish control and order within the classroom.~~
4. ~~Pupil Support Responsibilities: Psychological, guidance, and health services are to be provided by such personnel, within the District ability to provide such support services, to assist and augment the classroom teacher. Within the limits of the support personnel student caseload, time, and expertise, deviant or delinquent student behavior may be identified in its early stages and remedied before more serious deviant or delinquent behavior develops.~~
5. ~~Administrative Responsibilities: Administrators have the responsibility to administer the educational program, including the consistent enforcement of Board policies, District procedures and school rules, as well as the maintenance of safe, clean facilities, and other school activities whereby the highest education level may be obtained by students. Such action will assist in maintaining order and control and creating safe and secure learning environments.~~

Expectations for Student Behavior

~~The Governing Board expects all students to attend school regularly with the primary purpose of applying themselves toward learning and developing their skills and knowledge to the highest level of their abilities.~~

~~In keeping with this purpose students are expected to:~~

1. ~~Cooperate with their teachers/administrators, complete assigned classwork and homework, and follow the valid direction of school employees;~~
2. ~~Refrain from participating in behavior which disrupts the educational process;~~
3. ~~Show respect for school employees and other students and refrain from causing or threatening to harm persons or property;~~

DISCIPLINE (continued)

4. ~~Assist in promoting school safety and refrain from using or possessing any weapon, explosive device, or other dangerous object of no reasonable use to a student at school;~~
5. ~~Come to school ready to learn and refrain from using or possessing tobacco, alcohol, illegal drugs or other controlled substances;~~
6. ~~Respect societal standards of common decency and refrain from using profanity at school, behaving immorally, and/or sexually harassing others;~~
7. ~~Respect the property of school employees and other students, and refrain from damaging or stealing school or private property and/or extorting valuables from others;~~
8. ~~Promote a positive school climate, follow student dress codes, and refrain from harassment/intimidation of others, participation in hate violence and/or gang-related activities.~~

Additionally, students are expected to:

1. ~~Remain on school premises unless duly authorized to leave;~~
2. ~~Attend school regularly; be on time to class, and be responsible for providing adequate explanations for school absences and/or tardiness.~~
3. ~~Participate actively in school sponsored programs and refrain from holding membership in secret clubs or fraternities or gangs.~~

Sanctions Addressing Negative Student Behavior

~~The Governing Board recognizes that in actuality, punishment is a learning experience, as well as a technique utilized to bring about immediate and long range changes in student behavior. It is important that students who are punished gain insight and understanding of the reasons for which they are being punished, as well as a sense of the presence of justice.~~

~~(cf. 5176—Safety)~~

~~Sanctions addressing student misconduct and which may be assigned by teachers and administrators include, but are not limited to:~~

1. ~~Reprimand and student teacher conference.~~

DISCIPLINE (continued)

~~2. — Parent contact and or Parent teacher student conference.~~

~~(cf. 5120—Communication with Parents)~~

~~3. — Loss of privileges and or recess restriction. (1)~~

~~4. — Assignment of detention. (2)~~

~~5. — Assignment of a school enhancement project. (3)~~

~~6. — Referral to the District School Conduct and Attendance Review Board (SCARB)~~

~~(cf. 5112—Absences and Excuses)~~

~~7. — Involvement of other community agencies such as Sheriff's Department, Probation Department, Vocational Rehabilitation Department, and Social Welfare and Health Department.~~

~~8. — Suspension from class or school or assignment to a Center for Special Instruction.~~

~~(cf. 5152 and 5152.1—Suspension, Involuntary Transfer, Expulsion and Exclusion.)~~

~~9. — Involuntary Transfer to a District alternative program.~~

~~(cf. 5152 and 5152.1—Suspension, Involuntary Transfer, Expulsion and Exclusion.)~~

~~10. — Exclusion from School.~~

~~(cf. 5152 and 5152.1—Suspension, Involuntary Transfer, Expulsion and Exclusion.)~~

~~11. — Expulsion.~~

~~(cf. 5152 and 5152.1—Suspension, Involuntary Transfer, Expulsion and Exclusion.)~~

Restitution for Damage or Loss

~~Whenever damage or loss results from student misconduct, restitution shall be required.~~

~~¹Recess Restriction—Certificated staff may restrict a student's recess time under the following conditions when he/she believes that this action is the most effective way to bring about improved behavior:~~

DISCIPLINE (continued)

1. ~~The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.~~
2. ~~The student shall remain under a certificated employee's supervision during the period of detention.~~
3. ~~Teachers shall inform the principal of any recess restrictions they impose.~~

~~²Detention After School—Students may be detained for up to one hour after the close of the maximum school day under the following conditions:~~

1. ~~A student who is transported by school bus shall be detained only until the time when the bus departs. (Code of Regulations, Title 5, Section 307, 353)~~
2. ~~A student who is not transported by school bus shall be detained only after his/her parent/guardian has been notified of the day and amount of time involved.~~
3. ~~The student shall remain under the supervision of a certificated employee during the period of detention.~~

~~Students may be offered the choice of serving their detention on Saturday rather than after school.~~

~~(cf. 6176—Weekend/Saturday Classes)~~

~~³School Enhancement Project—Except when suspension or expulsion is required by law, the Superintendent, principal or principal's designee, at his/her discretion, may require a student to complete a school enhancement project on school grounds during nonschool hours instead of imposing other disciplinary action. Such projects may include, but are not limited to, outdoor beautification, campus betterment, and teacher or peer assistance programs. (Education Code 48900.6)~~

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49000, 49001)

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to District property. (Education Code 49001)

The ~~Governing~~ Board stresses that punishment is to be considered only after other positive methods of changing student behavior have failed. All negative sanctions

Students

BP 5150(g)

DISCIPLINE (continued)

addressing student misconduct shall be assigned in strict adherence to state laws, Board policies, and District rules and regulations.

Notice to Parents/Guardians and Students

The principal of each school shall ensure that students and parents/guardians are notified in writing of all Board policies, administrative regulations, and ~~individual-the~~ school discipline handbooks ~~rules~~ related to discipline at the beginning of each school year. Transfer students and their parents/guardians shall be so advised upon enrollment.

The notice shall state that these rules and regulations are available on request at the principal's office in all District schools.

(cf. 5190—Notifications Required by Law)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

32280-32289 School safety plans

35146 Closed sessions

35291 Rules

35291.5-35291.7 School-adopted discipline rules

37223 Weekend classes

44807.5 Restriction from recess

48900-48926 Suspension and expulsion

48980-48985 Notification of parent/guardian

49005-49006.4 Seclusion and restraint

49330-49335 Injurious objects

49550-49564.5 Meals for needy students

52060-52077 Local control and accountability plan

CIVIL CODE

1714.1 Parental liability for child's misconduct

CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus

353 Detention after school

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

1751-1769j School Lunch Program

1773 School Breakfast Program~~35146—Closed sessions~~

~~35291 Rules~~
~~35291.5 School-adopted discipline rules~~

Students

BP 5150(h)

DISCIPLINE (continued)

~~35291.7 School-adopted discipline rules: additional employees~~
~~44807.5 Restriction from recess for disciplinary purposes~~
~~48630-48644-5 Opportunity schools~~
~~48900-48925 Suspension and expulsion~~
~~48908 Duties of pupils~~
~~48980-48985 Notification of parents or guardians~~
~~49000-49001 Prohibition of corporal punishment~~
~~49330-49334 Injurious objects~~
~~CODE OF REGULATIONS, TITLE 5~~
~~353 Detention after school~~

Policy
adopted: February 27, 1995

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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: May 20, 2020

Board Item: Second Reading - Board Policy 5152, Suspension and Expulsion/Due Process

HISTORY

In January 2020, staff completed a Districtwide discipline audit. As a result of the audit, the District increased discipline training, and updated and standardized District documents. In addition, staff recommended to revise Board Policies 5150, *Discipline*, 5152, *Suspension and Expulsion/Due Process*, and Administrative Regulation 5.11, *Due Process Suspension or Expulsion of Students*. Board Policy 5152, Suspension and Expulsion/Due Process was last updated October 2005.

BACKGROUND INFORMATION

The proposed revisions to Board Policy 5152, *Suspension and Expulsion/Due Process*, bring the policy in alignment with current law. The proposed policy is modeled after the California School Boards Association (CSBA) model policy. It eliminated unnecessary language and directives based on codes that are no longer active. At legal counsel's direction, staff made significant redactions to this policy. School discipline laws change frequently and it was recommended to streamline the Board Policy.

CURRENT CONSIDERATIONS

In an effort to continue following up with the recommendations from the Districtwide Comprehensive Discipline Audit, staff brought forward two discipline related policy revisions to the Board on April 29, 2020; Board Policy 5150, *Discipline* and Board Policy 5152, *Suspension and Expulsion/Due Process*. The proposed policy revisions align with the CSBA sample language. At legal counsel's direction, staff made redactions to both policies. The sections redacted will be placed in the Student Discipline Handbook and Discipline Matrix. School discipline laws change frequently that it is better to streamline Board Policy and have the details in the Student Discipline Handbook or Discipline Matrix.

Changes to Board Policy 5152, *Suspension and Expulsion/Due Process*, include the following:

- The additions align with CSBA sample policy.
- The Zero Tolerance section was redacted per the legislature and an attorney general's opinion, which called for the discontinued use of Zero Tolerance policies. Schools should now utilize "other means of correction."

- Per legal counsel's advice, much of the Required Parental Attendance was removed, as having a policy that requires parental attendance is not appropriate as it forces parents to lose work time or arrange for child care.
- Legal references were updated to be consistent with CSBA recommendations.

Additional changes were made, as requested by Trustees at the April 29, 2020 Board meeting.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve Board Policy 5152, *Suspension and Expulsion/Due Process*.

PREPARED BY: Mike Beekman, Safety and Student Services

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

SUSPENSION AND EXPULSION/DUE PROCESS

The Board of Trustees has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Suspended or expelled students shall be denied the privilege of participation in all school-related extracurricular activities during the period of suspension or expulsion.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

~~Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student.~~ Except for single acts of a grave nature, expulsion shall be only used when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to self or others.

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be those specified in law and/or administrative regulation.

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

Zero Tolerance

~~The Board supports a zero tolerance approach to serious offenses in accordance with state and federal law. This approach makes the removal of potentially dangerous students from the classroom a top priority. It ensures fair and equal treatment of all students and requires that all offenders be punished to the fullest extent allowed by law. Staff shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy, and administrative regulation as cause for suspension or expulsion.~~

~~The Superintendent or designee shall notify staff, students and parents/guardians about the District's zero tolerance policy and the consequences which may result from student offenses. He/she shall also ensure strict enforcement of this policy.~~

SUSPENSION AND EXPULSION/DUE PROCESS

Student Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

Supervised Suspension Classroom

The Board recognizes that students who are suspended from school often have no supervision or guidance during the school hours when they are off campus and may fall behind in the coursework. The Board believes that, in many cases, it would be better to manage the student's behavior by keeping the student at school and providing him/her with supervision that is separated from the regular classroom.

The Superintendent or designee shall establish a supervised in-house suspension program which meets the requirements of law for students suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, who pose no imminent danger or threat at school, and for whom an expulsion action has not been initiated.

The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences between staff, parents/guardians and students; detention; student study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.

Required Parental Attendance Involvement

The Board believes that parental involvement plays an important role in the resolution of **campus and** classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.

Whenever a teacher requires a parent/guardian to attend a portion of a school day with his/her child for the child's commission of an act specified in Education Code 48900(i) or (k), the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is required pursuant to law. (Education Code 48900.1)

The notice shall:

1. Inform the parent/guardian of the date that his/her presence is expected, the length of the visit, and by what means he/she may arrange an alternate date

2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student

SUSPENSION AND EXPULSION/DUE PROCESS

~~3. Direct the parent/guardian to meet with the principal after the visit and before leaving school~~

~~4. Direct the parent/guardian to contact the school if there are reasonable factors that would prevent him/her from complying with the attendance requirement~~

~~Attendance of the parent/guardian shall be limited to the class from which the student was removed. (Education Code 48900.1)~~

~~A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)~~

~~At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.~~

~~When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by any method that maintains the confidentiality of the student's records.~~

~~Whenever a student is suspended from class by a teacher because he/she committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities, or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may require that the student's parent/guardian attend a portion of a school day in that class. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)~~

~~The Board encourages teachers, before requiring parental attendance, to make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior. The required attendance of the parent or guardian shall be limited to the class from which the pupil was suspended.~~

~~If a teacher imposes this procedure, the principal shall send a written notice to the parent or guardian stating that attendance by the parent or guardian is pursuant to the law. The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student. (Education Code 48900.1)~~

SUSPENSION AND EXPULSION/DUE PROCESS

~~Parental attendance may be requested on the day the student is scheduled to return to class or within one week thereafter. The principal or designee shall contact a parent/guardian who does not respond to the request to attend school. The Board recognizes that parent/guardian compliance with this policy may be delayed, modified, or prevented for reasons such as serious illness/injury/disability, absence from town, or inability to get release time from work.~~

~~District regulations and school site rules for student discipline shall include procedures for implementing parental attendance requirements.~~

Decision Not to Enforce Expulsion Order

On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law.

Legal Reference:EDUCATION CODE212.5 Sexual harassment233 Hateviolence1981-1981.5 Enrollment of students in community school8239.1 Prohibition against expulsion of preschool student17292.5 Program for expelled students32261 Interagency -School Safety Demonstration Act of 198535145 Open board meetings35146 Closed sessions (regarding suspensions)35291 Rules (for government and discipline of schools)35291.5 Rules and procedures on school discipline48645.5 Readmission; contact with juvenile justice system48660-48666 Community day schools48853.5 Foster youth48900-48927 Suspension and expulsion48950 Speech and other communication48980 Parental notifications49073-49079 Privacy of student records52052 Numerically significant student subgroups52060-52077 Local control and accountability plan64000-64001 Consolidated application47 Privileged communication48.8 Defamation liabilityCODE OF CIVIL PROCEDURE1985-1997 Subpoenas; means of production

SUSPENSION AND EXPULSION/DUE PROCESS

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

SUSPENSION AND EXPULSION/DUE PROCESS

[Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. \(2001\) 85 Cal. App. 4th 1321](#)
[Fremont Union High School District v. Santa Clara County Board \(1991\) 235 Cal. App. 3d 118](#)
[Garcia v. Los Angeles Board of Education \(1991\) 123 Cal. App. 3d 807](#)
[John A. v. San Bernardino School District \(1982\) 33 Cal. 3d 301](#)

ATTORNEY GENERAL OPINIONS

[84 Ops.Cal.Atty.Gen. 146 \(2001\)](#)
[80 Ops.Cal.Atty.Gen. 348 \(1997\)](#)
[80 Ops.Cal.Atty.Gen. 91 \(1997\)](#)
[80 Ops.Cal.Atty.Gen. 85 \(1997\)](#)

Management Resources:U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

[Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014](#)

WEB SITES

[CSBA: http://www.csba.org](http://www.csba.org)
[California Attorney General's Office: http://www.oag.ca.gov](http://www.oag.ca.gov)
[California Department of Education: http://www.cde.ca.gov](http://www.cde.ca.gov)
[U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf](http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf)
[U.S. Department of Education, Office of Safe and Healthy Students: https://www2.ed.gov/about/offices/list/oese/oshs](https://www2.ed.gov/about/offices/list/oese/oshs)

~~CIVIL~~~~CODE EDUCATION CODE~~

~~212.5 Sexual harassment~~

~~1981 Enrollment of students in community school~~

~~17292.5 Program for expelled students~~

~~32050 Hazing~~

~~35146 Closed sessions (re suspensions)~~

~~35291 Rules (for government and discipline of schools)~~

~~35291.5 Rules and procedures on school~~

SUSPENSION AND EXPULSION/DUE PROCESS

~~discipline 48660-~~

~~48667 Community day
school~~

~~48900-48927-~~

~~Suspension and~~

~~expulsion 48950-~~

~~Speech and other
communication-~~

~~49073-49079 Privacy
of student records~~

~~CIVIL CODE~~

~~LABOR CODE~~

~~230.7 Discharge or discrimination against employee for taking time off to appear in school on
behalf of a child~~

~~47 Privileged communication~~

~~48.8 Defamation liability~~

~~CODE OF CIVIL PROCEDURE~~

~~1985-1997 Subpoenas; means of production-~~

~~GOVERNMENT CODE~~

~~11455.20 Contempt~~

~~54950-54963 Ralph M. Brown Act~~

~~HEALTH AND SAFETY CODE~~

~~11014.5 Drug paraphernalia~~

~~11053-11058 Standards and schedules-~~

~~LABOR CODE~~

~~230.7 Discharge or discrimination against employee for taking time off to appear in school
on behalf of a child~~

~~PENAL CODE~~

~~31 Principal of a crime, defined-~~

~~240 Assault defined~~

~~241.2 Assault fines~~

~~242 Battery defined~~

~~243.2 Battery on school property~~

~~243.4 Sexual battery~~

~~245 Assault with deadly weapon-~~

~~261 Rape defined~~

~~266c Unlawful sexual intercourse-~~

~~286 Sodomy defined~~

~~Lewd or lascivious acts with child under age 14 288a Oral copulation~~

~~Penetration of genital or anal openings~~

~~626.2 Entry upon campus after written notice of suspension or dismissal without permission~~

~~Gun-Free School Zone Act of 1995~~

~~Dirks, daggers, knives, razors or stun guns~~

~~868.5 Supporting person; attendance during testimony of witness~~

SUSPENSION AND EXPULSION/DUE PROCESS

~~WELFARE AND INSTITUTIONS CODE~~

~~729.6 Counseling~~

~~UNITED STATES CODE, TITLE 18~~

~~921 Definitions, firearm~~

~~UNITED STATES CODE, TITLE 20~~

~~7151 Gun-free schools~~

~~COURT DECISIONS~~

~~T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267—(Zero Tolerance Policy)~~

~~Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421~~

~~Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H., (2001) 85 Cal.App.4th 1321~~

~~Garcia v. Los Angeles Board of Education (1991) 123 Cal.App.3d 807~~

~~Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182~~

~~John A. v. San Bernardino School District (1982) 33 Cal. 3d 301~~

~~ATTORNEY GENERAL OPINIONS~~

~~84 Ops. Cal. Atty. Gen. 146 (2001)~~

~~80 Ops. Cal. Atty. Gen. 91 (1997)~~

~~80 Ops. Cal. Atty. Gen. 85 (1997) Management Resources:~~

~~WEB SITES~~

~~CSBA: <http://www.csba.org>~~

~~California Attorney General's Office: <http://www.caag.state.ca.us> California Department of Education: <http://www.cde.ca.gov>~~

~~U.S. Department of Education, Office of Safe and Drug-Free Schools: <http://www.ed.gov/about/offices/list/osdfs/index.html> (2/99 11/01) 11/04~~

Policy

adopted: April 14, 1997

revised: September 14, 1998

revised: September 15, 2000

revised: September 10, 2001

revised: June 30, 2003

revised: July 26, 2005

revised: October 17, 2005

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Joshua Hill, Assistant Superintendent, Secondary Education

Date: May 20, 2020

Board Item: Third Reading – Board Policy 6145, Extracurricular and Co-curricular Activities

HISTORY

A review of Board Policy 6145, *Extracurricular and Co-curricular Activities*, determined that aspects of the policy were outdated and needed to be revised to align with current issues and realities. The policy was adopted in 1999 and received one revision in 2000. The policy was brought forward for consideration by Trustees on April 29, 2020, where Trustees provided feedback regarding needed changes. The changes are being recommended to Trustees for approval.

BACKGROUND INFORMATION

Recommended updates to the policy include the addition of language regarding discrimination based on actual or perceived characteristics that are protected by law, updated language referencing the filing of a Uniform Complaint, the elimination of a grade point average (GPA) requirement for students participating in Pep Squad that exceeds the requirement set forth by the California Interscholastic Federation, as well as similar deletions for students participating in Auxiliary Band and California Scholarship Federation. Staff added language related to students who are identified as homeless, foster youth, or children of active duty military families, and behavioral expectations for students participating in or attending school activities. Staff added a definition of co-curricular and extracurricular activities per Trustee request. Staff made other updates to language that helped to modernize the terminology and bring the examples more in line with current practice.

CURRENT CONSIDERATIONS

Approval of the revisions being recommended for Board Policy 6145, *Extracurricular and Co-curricular Activities*.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve Board Policy 6145, *Extracurricular and Co-curricular Activities*.

PREPARED BY: Joshua Hill, Assistant Superintendent, Curriculum and Instruction, Secondary

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES

The ~~Board of Trustees~~~~Governing Board~~ recognizes that extracurricular and co-curricular activities enrich the educational and social development and experiences of students in Grades 6-12. The District shall encourage and support student participation in extra/co-curricular activities without compromising the integrity and purpose of the educational program.

This policy is intended to encourage students in Grades 6-12 toward academic excellence, not to exclude students from participation in "extracurricular/co-curricular" activities.

For the purposes of this policy, co-curricular activities are defined as activities that occur outside of the traditional classroom setting but serve as an important component of a student's grade in a particular course. Extracurricular activities are school related events in which voluntary student participation is encouraged and for which there is no graded component.

The Board authorizes the Superintendent or their designee ~~and his staff~~ to develop extracurricular and co-curricular activities beneficial to students of the District.

1. The activities developed shall be of sufficient variety and number to meet the wide range of interests and needs of the pupils. They shall include, but not be limited to:
 - a. Athletics - team and individual competition
 - b. Intramural sports
 - c. Subject-related clubs
 - d. The school newspaper
 - e. The school ~~annual~~yearbook
 - f. School plays
 - g. Academic competition team
 - ~~g.h.~~ Music performances
2. No publication of the District shall contain any advertisement of tobacco, nicotine, marijuana, drugs, alcoholic beverage or activities in which student participation is not recommended.
3. All ~~extra-class~~ extracurricular and co-curricular activities shall be supervised to prevent excessive time and effort being expended by students.

EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES (continued)

4. Public performances may not be held for purposes which contribute to private gain or advantage.
5. Students shall not be allowed to participate in activities requiring them to be off campus overnight under school auspices, except by specific authorization of the Superintendent or designee.

No student shall be prohibited from participating in extra/co-curricular activities related to the educational program because of inability to pay fees associated with the activity.

Prerequisites for student participation in extracurricular and co-curricular activities shall be limited to those that have been demonstrated to be essential to the success of the activity. No extracurricular or co-curricular program or activity shall be provided or conducted separately on the basis of any actual or perceived characteristic listed as a prohibited category of discrimination in state or federal law, nor shall any student's participation in an extracurricular or co-curricular activity be required or refused on those bases. (5 CCR 4925)

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

~~(cf. 5145.7—Sexual Harassment)~~

~~(cf. 6145.5—Student Organizations and Equal Access)~~

Any complaint alleging unlawful discrimination in the District's extracurricular or co-curricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~The Superintendent or designee shall ensure that disabled students have access, to the extent possible to extracurricular and cocurricular activities, student organizations, and school-related social events, regardless of the severity or nature of their disabilities.~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 41271422714327—Temporary Athletic Team Coaches)~~

Academic Eligibility Requirements

To encourage and promote academic excellence, all students participating in extracurricular/co-curricular activities shall demonstrate satisfactory progress in meeting the

EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES (continued)

requirements of graduation by undertaking the prescribed courses of study and working to meet the standards of proficiency established by the District.

To be eligible for participation in extracurricular/co-curricular activities, a student in Grades 6-12 shall have earned a minimum 2.0 GPA in all enrolled classes during the preceding grading period based on a 4.0 scale. GPAs of students in AP honors classes will be calculated using the 5.0 scale for AP honors course work.

~~(cf. 6146.1 High School Graduation Requirements)~~

The following academic and citizenship requirements shall be for:

	GPA	Citizenship
California Scholarship Federation	3.2	Not applicable
Student Officers	2.5	Not more than one “unsatisfactory” per semester
Pep Squad	2.5	Not more than one “unsatisfactory” per semester
Auxiliary Band Units	2.5	Not more than one “unsatisfactory” per semester

The grade point average in determination of eligibility shall be based on quarter grades, 6-8; and semester grades, 9-12.

The Superintendent or designee may grant ineligible students a probation period of not more than one semester.

Any decision regarding the eligibility of a homeless student, foster youth, or child of an active duty military family for extracurricular or co-curricular activities shall be made by the Superintendent or designee in accordance with Education Code 48850 and 49701.

The Board desires to balance the academic needs of students with the benefits they receive from participating in school activities. In implementing this policy, the Superintendent or designee shall help ineligible students regain eligibility.

~~(cf. 6164.5 Student Study Teams)~~

The Superintendent or designee may revoke a student's eligibility for participation in extracurricular/co-curricular activities when a student's poor citizenship is serious enough to warrant loss of this privilege.

EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES (continued)*(cf. 5144—Discipline)***PROBATIONARY PERIOD**

The Board grants students with less than the minimum required GPA a probation period of one quarter, 6-8; and one semester, 9-12. Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation.

Students shall not be allowed to participate in activities requiring them to be off campus overnight under school auspices, except by specific authorization of the Deputy Superintendent, Education.

Appearance of students or their work as representatives of the District must be authorized by the school principal. Any required transportation must be arranged in advance and at least one certificated person must accompany the students and be in charge of the activity.

Student Conduct at Extracurricular/Co-curricular events

When attending or participating in extracurricular and co-curricular activities on or off campus, District students are subject to District policies and regulations relating to student conduct. Students who violate District policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or co-curricular activities in accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

*(cf. 5131—Conduct)**(cf. 5131.1—Bus Conduct)**(cf. 5144—Discipline)**(cf. 5144.1—Suspension and Expulsion/Due Process)**(cf. 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities))***Annual Policy Review**

~~The Board shall annually review this policy and implementing regulations.~~

*(cf. 6145.2—Interscholastic Competition)**(cf. 6164.4—Identification of Individuals with Exceptional Needs)*

Legal Reference:

EDUCATION CODE

35160.5 District policy rules and regulations; requirements; matters subject to regulation

EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES (continued)

35179 Interscholastic athletics; associations or consortia

4893048938 Student organizations

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

5531 Supervision of extracurricular activities of pupils

Hartzell v. Connell, 84 Daily Journal D.A.R. 1417 (April 20, 1984)

~~*Management Resources:*~~

~~*CDE LEGAL ADVISORY*~~

~~*1001.90 Access to School Related Activities and Events by Disabled*~~

~~*Students, LO: 390*~~

~~*0409.87 Requirements for Pupil Participation in Extracurricular and*~~

~~*Cocurricular Activities, AB 2613, CIL: 86/8711*~~

Policy

adopted: February 8, 1999

revised: September 15, 2000

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Joshua Hill, Assistant Superintendent, Curriculum and Instruction, Secondary

Date: May 20, 2020

Board Item: Instructional Materials Recommended for Adoption: Secondary Expository Reading and Writing Curriculum, grade 12

HISTORY

The Expository Reading and Writing Curriculum (ERWC) program is a college preparatory, rhetoric-based English language arts course for grade 12 designed to develop academic literacy evidenced by advanced proficiency in rhetorical and analytical reading, writing, and thinking. Since the 2013 publication of the second edition, the ERWC has been fully aligned with the California Common Core State Standards (CA CCSS) for English Language Arts and Literacy. Within the second edition of ERWC, there are two novel units aligned with the CA CCSS: *Brave New World* and *Into the Wild*. The third edition of ERWC was launched in June 2019 and added additional novel units, one of which will use *The Distance Between Us: A Memoir*.

BACKGROUND INFORMATION

ERWC is currently offered at all of the District comprehensive high schools as well as Junipero Serra High School. Teachers must attend training provided by the California State University (CSU) system. Students who succeed in ERWC can be placed in transfer level courses upon entry to the CSU system without having to pass the matriculation test. The University of California (UC) has approved the ERWC for area "b" credit (from the "a-g" requirements), and the Course meets college preparatory requirements for both the UC and CSU.

CURRENT CONSIDERATIONS

The third edition of ERWC was developed in accordance to contemporary issues such multicultural diversity and perspectives. The novel requested here, *The Distance Between Us: A Memoir* by Reyna Grande, offers an excellent example of overcoming social and educational inequities and a current perspective on immigration. The memoir's authentic voice and vivid narrative is appropriate for the rhetorical analysis demands of the ERWC curriculum. This novel was reviewed by the District Instructional Materials Review Committee in accordance with Board Policy 6161.1, *Selection and Evaluation of Instructional Materials*.

FINANCIAL IMPLICATIONS

Expenditures for textbooks are estimated at \$40,000 funded by District lottery funds.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the adoption of the secondary Expository Reading and Writing Curriculum supplemental novel, grade 12: *The Distance Between Us* ©2012 by Reyna Grande, Washington Square Press.

PREPARED BY: Joshua Hill, Assistant Superintendent, Education Services

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 20, 2020

**INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY
EXPOSITORY READING AND WRITING CURRICULUM, GRADE 12:**

Instructional materials are on display for public inspection at the Capistrano Unified School District, Instructional Materials Center, between the hours of 8:30 a.m. and 3:30 p.m.

Please note, there is no additional supporting documentation for this agenda item.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Joshua Hill, Assistant Superintendent, Curriculum and Instruction, Secondary

Date: May 20, 2020

Board Item: Instructional Materials Recommended for Adoption: Secondary
Introduction to Statistics/Math for the College Bound, Grades 10-12

HISTORY

Introduction to Statistics and Math for the College Bound are courses offered to students in grades 10-12 at all District comprehensive high schools, with 450-500 students enrolled in those two courses combined. Currently, “Elementary Statistics” (copyright 1998) is the adopted textbook for each course, with the text being used for two semesters in “Introduction to Statistics” classes at Aliso Niguel High School, Cal Prep Academy, Dana Hills High School, and San Juan Hills High School, and one semester in “Math for the College Bound” at Capistrano Valley High School, San Clemente High School, and Tesoro High School.

BACKGROUND INFORMATION

Students who take Introduction to Statistics or Math for the College Bound develop skills which are valuable in a variety of careers. The course introduces students to concepts and tools for collecting, analyzing, and drawing conclusions from data. Four reasons for learning statistics include (1) conducting research, (2) reading and interpreting journal articles, (3) developing critical and analytic thinking skills, and (4) becoming a more informed consumer.

CURRENT CONSIDERATIONS

The textbook for this course, *Statistics and Probability with Applications*, third edition by Starnes and Tabor (published by Bedford, Freeman & Worth) was selected due to the fact it was written by the same authors who wrote the recently-adopted Advanced Placement Statistics textbook, *The Practice of Statistics*. The District’s Introduction to Statistics and Math for the College Bound teachers who will be teaching this course reviewed this textbook and unanimously deemed this book as appropriate as the primary resource for this course to address all of the course’s curriculum and standards for an introductory course in statistics, given the authorship, copyright date, and online resources. There are no online resources for the current text due to its 1998 copyright. The textbook was reviewed by the District Instructional Materials Review Committee in accordance with Board Policy 6161.1, *Selection and Evaluation of Instructional Materials*.

FINANCIAL IMPLICATIONS

The purchase of textbooks is estimated to be \$73,000 funded by District lottery funds.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the adoption of the Introduction to Statistics and Math for the College Bound textbook for grades ten through twelve: *Statistics and Probability with Applications*, 3rd edition ©2017 Bedford, Freeman & Worth.

PREPARED BY: Joshua Hill, Assistant Superintendent, Curriculum and Instruction, Secondary

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 20, 2020

**INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY
INTRODUCTION TO STATISTICS/MATH FOR THE COLLEGE BOUND, GRADE 10-12**

Instructional materials are on display for public inspection at the Capistrano Unified School District, Instructional Materials Center, between the hours of 8:30 a.m. and 3:30 p.m.

Please note, there is no additional supporting documentation for this agenda item.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Joshua Hill, Assistant Superintendent, Curriculum and Instruction, Secondary

Date: May 20, 2020

Board Item: Instructional Materials Recommended for Adoption: Secondary Language Arts/Mandarin Immersion Program, Grade 9

HISTORY

The Mandarin Immersion Program (MIP) was initiated in the 2012-2013 school year at Bergeson Elementary School. The decision to place MIP at Capistrano Valley High School (CVHS) was determined by the adoption of Board Policy 5111.5, *Language Immersion and International Baccalaureate Admissions*, which was passed on December 14, 2016. The program has grown to include 433 students in kindergarten through grade 8.

BACKGROUND INFORMATION

The grade 9 Mandarin Language Arts class will be offered for the first time in 2020-2021 as the inaugural class of Mandarin Immersion students matriculates to CVHS. In this course, students will study Mandarin language and culture at an advanced level. Students will continue to develop reading, writing, listening and speaking skills through the study of contemporary issues, history, art, and Chinese culture.

CURRENT CONSIDERATIONS

Two core textbooks are recommended for adoption. The *Easy Steps to Chinese Level 6* textbook includes content related to daily life. Topics include school life, health, the environment, and Chinese cultural celebrations among others. Lessons are comprised of short pieces of text accompanied by grammar and writing exercises. *Zhen Bang Level 3* is considered a pre-Advanced Placement textbook and provides a focus on interpersonal, presentational and interpretive communication with activities that engage students in using real-life communication skills. Writing activities guide students through the process of gathering information and presenting it within a cultural context. Both textbooks are in use by various Mandarin Immersion high school programs throughout the United States.

FINANCIAL IMPLICATIONS

Expenditures for textbooks are estimated at \$23,683 funded by District lottery funds.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the adoption of the secondary Language Arts/Mandarin Immersion Program instructional materials, grade 9: *Zhen Bang! Level 3* ©2019 EMC Publishing and *Easy Steps to Chinese Level 6* ©2009 Beijing Language and Culture University Press.

PREPARED BY: Joshua Hill, Assistant Superintendent, Curriculum and Instruction, Secondary

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 20, 2020

**INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY
LANGUAGE ARTS/MANDARIN IMMERSION PROGRAM, GRADE 9:**

Instructional materials are on display for public inspection at the Capistrano Unified School District, Instructional Materials Center, between the hours of 8:30 a.m. and 3:30 p.m.

Please note, there is no additional supporting documentation for this agenda item.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Gila Jones, Clerk of the Board
Jim Reardon, Board President

Date: May 20, 2020

Board Item: Resolution 1920-58 Resolution Expressing the Desire of the Board of Trustees
that All Teachers Honor Individual Student Requests for Credit/No Credit Grades

HISTORY

At the April 29, 2020 Regular Board meeting, Trustees voted to approve Emergency Board Policy E5121.2, *Grades/Evaluation of Student Work*.

BACKGROUND INFORMATION

Subsequent to the widespread school closures that followed the COVID-19 outbreak, the California Department of Education (CDE) and the California State Board of Education (SBE) issued guidance for school districts to hold students harmless when issuing Spring 2020 semester grades. The adoption by the Board of Trustees of emergency policy BP E5121.2 (“Grades/Evaluation of Student Achievement”) on April 29, 2020 was intended to follow that guidance and prevent students from being awarded D and F grades.

Subsequent to the April 29 board meeting, some trustees and staff became aware of situations that were not contemplated in BP E5121.2. It became apparent that some students do not wish merely to be shielded from D and F grades; but rather, they are concerned about receiving A minus, B, or C grades due to shut down-related circumstances beyond their control. As of March 13, the grade of such a student may have been A minus, B, or C due to illness or earlier poor work, but since then the student has not been able to raise their grade due to lack of internet connectivity, relatively few graded assignments offered since March 13, etc.

This specific shortcoming of BP E5121.2 is the purpose behind tonight’s resolution, which was developed to fully “hold harmless” students in such situations, for their spring 2020 grades and high school GPA.

CURRENT CONSIDERATIONS

It has come to the attention of the Board of Trustees that there are CUSD students whose class grade was low at the “earlier reporting period prior to the closure,” but who are not experiencing success at raising the grade for reasons related to the school closure and that are beyond their control; and students are not truly held “harmless for their spring grades” unless teachers accede to requests for CR/NC grades.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board President recognize Gila Jones, Trustee, to present this item.

Following discussion, it is recommended the Board of Trustees adopt Resolution 1920-58, Resolution Expressing the Desire of the Board of Trustees that All Teachers Honor Individual Student Requests for Credit/No Credit Grades.

PREPARED BY: Gila Jones, Clerk of the Board
Jim Reardon, Board President
Colleen Hayes, Manager II, Board Operations/Superintendent's Office

APPROVED BY: Gila Jones, Clerk of the Board

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, Ca

RESOLUTION No. 1920-58

RESOLUTION EXPRESSING THE DESIRE OF THE BOARD OF TRUSTEES THAT ALL TEACHERS HONOR INDIVIDUAL STUDENT REQUESTS FOR CREDIT / NO CREDIT GRADES

WHEREAS, the California Department of Education directed California public school districts to consider how to “ensure that grading policies hold students harmless for their spring grades;” and

WHEREAS, on April 29, 2020, the Board of Trustees adopted emergency policy BP E5121.2, “Grades/Evaluation of Student Achievement,” that allows secondary teachers to “use the CR mark when ... individual consultation between teacher and student warrant that an exception to other marks should be provided;” and

WHEREAS, it has come to the attention of the Board of Trustees that there are CUSD students whose class grade was low at the “earlier reporting period prior to the closure,” but who are not experiencing success at raising the grade for reasons related to the school closure and that are beyond their control; and

WHEREAS, students are not truly held “harmless for their spring grades” unless teachers accede to requests for CR/NC grades;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Capistrano Unified School District desires that all teachers give a CR/NC grade to any student who makes a request on or before Friday, May 29, 2020; and

BE IT FURTHER RESOLVED, that the Board or Trustees directs the Superintendent to develop a simple web-based tool that students will use to make these requests and communicate such requests to the appropriate teachers.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on May 20, 2020, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

Jim Reardon
President of the Board of Trustees

Gila Jones
Clerk of the Board of Trustees