

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

March 25, 2020

Closed Session 5:00 p.m.  
Open Session 6:00 p.m.

**AGENDA**

**CLOSED SESSION AT 5:00 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))

**B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

District Negotiators: Kirsten M. Vital and Clark Hampton  
Attorney: Andreas Chialtas  
Property: South Transportation and Groundskeeping Facility; 5.51 acre property located at 26126 Victoria Blvd, Dana Point, CA 92624  
Negotiating Party: Price and terms of payment pursuant to a potential amendment to the Option to Lease Real Property Agreement with Toll Brothers, Inc. for the above referenced property.  
Under Negotiation: Price and Terms of Payment  
(Pursuant to Education Code § 54956.8)

**EXHIBIT B-1**

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

Kirsten Vital  
(Pursuant to Government Code § 54957)

**EXHIBIT C-1**

**RECORDING OF SCHOOL BOARD MEETINGS**

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

**CALL TO ORDER – ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADOPTION OF THE AGENDA**

**REPORT ON CLOSED SESSION ACTION**

**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**

### **1. INDEPENDENT CONTRACTOR AGREEMENT NO. 1920269 FOR EMERGENCY COVID-19 PROCEDURES – AMERICAN TECHNOLOGIES, INCORPORATED:**

Page 1  
EXHIBIT 1

Approval of Independent Contractor Agreement No. 1920269 with American Technologies, Incorporated (ATI) for specialized cleaning and sanitation services in response to COVID-19. News reports have indicated the life of the virus can be for as long as three days on certain surfaces such as plastic and stainless. The agreement is estimated to be \$500,000 funded from deferred maintenance; however, will depend on District need. Level 2 and level 3 sanitation services are described as follows:

#### **Level 2-suspected COVID-19 infection of person at site. Possible Exposure**

- a. This would require a company certified in using specialized solutions and equipment to sanitize the site. Level 2 and 3 would be a similar analogy to mold or asbestos abatement. Staff does not want to risk exposing our employees to these hazards and because this is done so rarely, it would be too expensive to have the training and equipment on hand. With possible exposure would require detailed 10-foot down disinfection and deep-clean decontamination performed by trained employees in EHS (Environment, Health and Safety)-certified biohazard cleanup technicians specially qualified for respiratory cleanup.

#### **Level 3-known COVID-19 infection and spread at site. Confirmed Exposure**

- a. With confirmed exposure to COVID-19 requires customized protocols specific to the site to ensure thorough and proper decontamination. ATI will work with the District to develop a custom plan that protects the health of employees, customers and communities and mitigates impact to the operation of the sites. All levels employ the following methods and technologies as appropriate:
  - i. EPA-registered chlorine or peroxide-based cleaners
  - ii. Ultraviolet (UV) light disinfection
  - iii. Vaporized Hydrogen Peroxide (VHP) mist fogger
  - iv. Donning and doffing of Personal Protection Equipment (PPE), including respiratory protection
  - v. Disposal of waste marked as biohazard
  - vi. Decontamination team health monitoring.

The District does not have the materials, equipment or training for this type of sanitation. Although the District does not have a need to use this contract at this time, staff wants to be ready should it be needed.

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

### **2. NASPO VALUEPOINT (FORMERLY KNOWN AS WESTERN STATES CONTRACTING ALLIANCE) CONTRACT NO. 1907 FOR TECHNOLOGY GOODS – T-MOBILE USA, INC.:**

Page 12  
EXHIBIT 2

Approval to utilize the NASPO ValuePoint (formerly known as WSCA – Western States Contracting Alliance) Contract No. 1907 and any subsequent revisions, amendments, and extensions awarded to T-Mobile USA, Inc., for the purchase and warranty of certain information technology goods and services, specifically wireless mobile devices and services, as needed by the District. The District can utilize such contracts pursuant to California Public Contract Code § 20118 without going to bid. The prices offered by the contractor have been assessed to be fair, reasonable, and competitive. Staff determined it is in the best interest of the District to utilize the state contract for the purchase and warranty of these technology goods and incidental services. Anticipated annual expenditures utilizing this contract are approximately \$100,000 funded by the general fund. Actual expenditures will vary depending on the availability of funds and length of contract.

Due to the size of the contract and award, the documentation is posted online on the District's Board Agendas and Supporting Documentation page [here](#).

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

3. **CENTRALIA SCHOOL DISTRICT PROJECT NO. CEPU, #N15-2017/18, 2017 DISTRICTWIDE CONTRACT FOR THE PURCHASE AND INSTALLATION OF DSA APPROVED PORTABLE BUILDINGS – SILVER CREEK INDUSTRIES, INCORPORATED:** Page 15  
**EXHIBIT 3**

Approval to utilize the Centralia School District Project No. CEPU, #N15-2017/18 Districtwide Contract for the Purchase and Installation of DSA Approved Portable Buildings, from Silver Creek Industries, Incorporated, under the same terms and conditions of the public agency's contract. This contract provides competitive set pricing for portable classroom buildings, as needed, throughout the District. The District can utilize such contracts pursuant to California Public Contract Code § 20118 without going to bid. The prices offered by the contractor have been assessed to be fair, reasonable, and competitive. Staff determined it is in the best interest of the District to utilize this contract for the purchase and installation of DSA approved portable buildings. Annual expenditures utilizing this contract are estimated to be \$600,000 funded by developer fees. Actual expenditures will vary depending on District needs and availability of funding. Due to the size of the contract and award, the documentation is posted online on the District Board Agendas and Supporting Documentation page [here](#).

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

4. **TEMPORARY EMPLOYEE CELL PHONE ALLOWANCE:** Page 18  
**EXHIBIT 4**

Approval of a temporary employee cell phone allowance for assistant principals, confidential secretaries, and specific directors and coordinators. Certain District management employees have been designated by the Board of Trustees to be paid a \$35 monthly allowance for the use of a personally owned cell phone or mobile communication device for District-related business. During the COVID-19 pandemic, additional staff are requested to use personal devices for communication. The temporary allowance would be effective April 1, 2020 through June 30, 2020.

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

## **CURRICULUM AND INSTRUCTION**

5. **RATIFICATION OF SCHOOL CALENDAR CHANGES:** Page 20  
**EXHIBIT 5**

Approval of the ratification of the 2019-2020 school calendar. On March 13, 2020 the Board approved to move student spring recess from April 6-9, 2020 to March 16-19, 2020. The spring holiday would be moved from April 10, 2020 to March 20, 2020, and the school closure would be March 23-April 3, 2020, with an enrichment learning week April 6-10, 2020. During the enrichment learning week, optional learning will be provided to students while teachers will be on recess.

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

## **HUMAN RESOURCE SERVICES**

6. **SUBSTITUTE DAILY RATE OF PAY INCREASE:** Page 22  
**EXHIBIT 6**

Approval of the substitute daily rate of pay increase. District substitute teachers currently receive the lowest daily rate of pay of districts surveyed in the county. Raising the daily rate for substitute teachers would make the District more competitive with neighboring districts, encouraging local substitutes to serve in their own district. For Phase 1 – Retired District Teachers, effective April 1, 2020 upon Board approval, the estimated annual increase is \$56,250. For Phase 2 – Regular Substitute Teachers, effective 2020-2021 school year, the total ongoing cost increase is estimated to be \$550,000 annually.

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

## GENERAL FUNCTIONS

### 7. **SCHOOL BOARD MINUTES:**

Approval of the March 13, 2020 Special Board Meeting Minutes.

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

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**EXHIBIT 7**

## DISCUSSION/ACTION ITEMS

### 8. **CORONAVIRUS: DISTANCE LEARNING PROGRAM, SUPPORT FOR INFORMATION/ DISCUSSION**

In response to the COVID-19 pandemic and to maintain the safety of District students, families, and staff while mitigating the spread of the virus, Trustees approved temporary closure of all schools from March 16, 2020 to April 12, 2020, with spring recess being moved to March 16-20, 2020. In order to provide all students with educational opportunities during temporary school closure, the District has implemented a Distance Learning Program which includes innovative ways to provide differentiated instruction and social emotional support in a remote learning environment. Additionally, the District has expanded the meal program in order to increase access for families.

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**EXHIBIT 8**

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

***CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.***

**Contact:** *Gregory Merwin, Associate Superintendent, Student Support Services*

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

#### Staff Recommendation

It is recommended the Board President recognize Gregory Merwin, Associate Superintendent, Student Support Services, to present this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

## ADJOURNMENT

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

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS**

**WEDNESDAY, APRIL 29, 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](http://www.capousd.org)

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

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

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

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

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

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

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

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

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

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

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

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

#### **REASONABLE ACCOMMODATION**

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**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: March 25, 2020

Board Item: Independent Contractor Agreement No. 1920269 for Specialized COVID-19 Procedures – American Technologies, Incorporated

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**HISTORY**

Public Contract Code § 20111 requires competitive bidding for public contracts involving an expenditure of more than \$50,000 (adjusted annually by the California Department of Education (CDE)), including the purchase of materials or supplies to be furnished to the District. In December 2019, CDE adjusted the bid limit to be \$95,200.

Government Code § 53060 creates an exception to the competitive bidding laws for special services and advice.

**BACKGROUND INFORMATION**

On February 11, 2019, the World Health Organization identified a new viral infection named COVID-19.

**CURRENT CONSIDERATIONS**

This proposed contract with American Technologies Incorporated is for various specialized cleaning and sanitation services in response to different levels of COVID-19 exposure.

**FINANCIAL IMPLICATIONS**

The cost associated with possible cleaning and sanitation services is estimated to be approximately \$500,000; however, actual expenditures will depend on level of exposure and need. Funding for these services will be from deferred maintenance and possible reimbursement from ASCIP, the District's insurer.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve Independent Contractor Agreement No. 1920269 with American Technologies, Incorporated.

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

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



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **March 26, 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".

### AMERICAN TECHNOLOGIES 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 and Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of specialized services, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such specialized cleaning and sanitation services in response to the coronavirus/COVID19 pandemic, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the specialized cleaning and sanitation services.

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) under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **March 13, 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.

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

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

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : March 25, 2020

### Contractor

Signature: \_\_\_\_\_  
 Name: Jeffery Jackson  
 Title: Executive Project Director  
 Address: 3360 E. La Palma  
Anaheim, CA 92806  
 Email Address: Jeffery.jackson@atirestoration.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, 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. 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 the 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 Articles 9 & 10

- ✓ Certification by Contractor Criminal Records Check

- ✓ W-9



# **COVID-19 Procedures & Pricing**

March 6, 2020



## **OVERVIEW**

There is a recent increase in demand for services involving cleaning and sanitation based on the recent COVID-19 outbreak. ATI crews are experienced, trained and prepared to provide these services.

## **JOB SITE PROCEDURES**

The Environmental/Safety teams have created three job levels (below) that clearly distinguish between a common non-exposure job and a more complicated and higher exposure job.

**LEVEL #1: NO KNOWN EXPOSURE:** PRECAUTIONARY, GENERAL CLEANING, TO BE PERFORMED WITH SPECIFIC DISINFECTANT DESIGNED TO ELIMINATE THE VIRUS

**LEVEL #2: POSSIBLE EXPOSURE:** DEEPER LEVEL OF DETAILED CLEANING, INCLUDES THE PROPER USE OF PPE AND SPECIALIZED EQUIPMENT

**LEVEL #3: CONFIRMED EXPOSURE:** ESCALATE FOR REVIEW AND CASE-SPECIFIC PROTOCOLS



## SQUARE FOOT PRICING

ADDENDUM

Updated March 6, 2020

COMPLEXITY	SF PRICING			DESCRIPTION
	LVL 1	LVL 2	LVL 3	
1	\$0.65	\$1.55	\$1.95	FACILITIES WITH OPEN AREAS WITHOUT FF&E* OR INVENTORY (E.G. VACANT/EMPTY OFFICE OR WAREHOUSE)
2	\$0.85	\$2.05	\$2.55	FACILITIES WITH OPEN AREAS WITH MINIMAL FF&E OR INVENTORY (E.G. VACANT/EMPTY OFFICE OR WAREHOUSE)
3	\$1.15	\$3.10	\$3.90	FACILITIES WITH MULTIPLE ROOMS AND STANDARD FF&E (E.G. OFFICES OR HOSPITALITY)
4	\$1.35	\$5.35	\$6.70	FACILITIES WITH MULTIPLE ROOMS AND EXTENSIVE FF&E OR INVENTORY (E.G. HIGH RISE OFFICE, RETAIL, MULTIFAMILY)
5	TBD	TBD	TBD	COMPLEX FACILITIES (E.G. HEALTHCARE, EDUCATION, MUSEUM, GOVERNMENT)

\* FF&E - FURNITURE, FIXTURES & EQUIPMENT.

CODE	DESCRIPTION
LEVEL 1	NO KNOWN EXPOSURE - PRECAUTIONARY CLEAN UP AND RESPONSE WHERE THERE IS NO KNOWN OR SUSPECTED EXPOSURE TO THE COVID-19 VIRUS.
LEVEL 2	POSSIBLE EXPOSURE - SANITIZATION CLEAN UP RESPONSES IN LOCATIONS WITH A POSSIBLE EXPOSE TO THE COVID-19 VIRUS.
LEVEL 3	CONFIRMED EXPOSURE - SANITIZATION CLEAN UP RESPONSES IN LOCATIONS WITH A CONFIRMED EXPOSURE TO THE COVID-19 VIRUS.

American Technologies, Inc. (ATI) reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be shared at that time.



## TIME & MATERIALS

### ADDENDUM

Updated March 6, 2020

COVID-19 LEVEL 1	
COVID-19 LVL 1 TECHNICIAN	\$ 54.00 per HR
COVID-19 LVL 1 SUPERVISOR	\$ 60.00 per HR

COVID-19 LEVEL 2	
COVID-19 LVL 1 TECHNICIAN	\$ 138.00 per HR
COVID-19 LVL 1 SUPERVISOR	\$ 144.00 per HR

COVID-19 LEVEL 3	
COVID-19 LVL 1 TECHNICIAN	TBD
COVID-19 LVL 1 SUPERVISOR	TBD

COVID-19 RATE SCHEDULE – PREVAILING WAGE	
COVID-19 LVL 1 TECHNICIAN / SUPERVISOR	\$ 137.00 per HR
COVID-19 LVL 2 TECHNICIAN / SUPERVISOR	\$ 171.00 per HR
COVID-19 LVL 3 TECHNICIAN / SUPERVISOR	TBD

CODE	DESCRIPTION
LEVEL 1	NO KNOWN EXPOSURE - PRECAUTIONARY CLEAN UP AND RESPONSE WHERE THERE IS NO KNOWN OR SUSPECTED EXPOSURE TO THE COVID-19 VIRUS.
LEVEL 2	POSSIBLE EXPOSURE - SANITIZATION CLEAN UP RESPONSES IN LOCATIONS WITH A POSSIBLE EXPOSE TO THE COVID-19 VIRUS.
LEVEL 3	CONFIRMED EXPOSURE - SANITIZATION CLEAN UP RESPONSES IN LOCATIONS WITH A CONFIRMED EXPOSURE TO THE COVID-19 VIRUS.

American Technologies, Inc. (ATI) reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be shared at that time.

**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: March 25, 2020

Board Item: NASPO ValuePoint (formerly known as WSCA – Western States Contracting Alliance) Contract No. 1907 for Technology Goods – T-Mobile USA, Inc.

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**HISTORY**

Public Contract Code § 20111 requires competitive bidding for public contracts involving an expenditure of more than \$50,000 (adjusted annually by the California Department of Education (CDE)), including the purchase of materials or supplies to be furnished to the District. In December 2019, CDE adjusted the bid limit to be \$95,200.

**BACKGROUND INFORMATION**

School boards have the authority to “piggyback” on another public agency’s bid, pursuant to Public Contract Code § 20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback contracts when items are identical to the District’s specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

**CURRENT CONSIDERATIONS**

To conduct a competitive bid, District resources (such as staff time and funds for legal advertising) are expended. Utilizing piggyback bids that have already been awarded through a competitive process is an efficient mechanism for legally procuring materials, supplies, and incidental services while preserving District resources. NASPO Contract No. 1907 has a term through December 31, 2020; however, can be extended.

**FINANCIAL IMPLICATIONS**

The estimated annual expenditure utilizing the proposed NASPO Contract No. 1907 is \$100,000 funded by the general fund. Actual expenditures will vary depending on the availability of funds and length of contract. The Technology and Information Services department intends to use this piggyback contract to procure various technology goods and related services, specifically wireless mobile devices and services to facilitate distance learning for students as a result of COVID-19 school closures.

Approval to use a piggyback procurement contract to comply with competitive bidding requirements is not synonymous with approving the amount of expenditures estimated utilizing the contract. Actual purchase orders (PO) are issued when needs arise, which are submitted to the Board for approval in each Board agenda PO listing.

**STAFF RECOMMENDATION**

It is recommended the Board approve the utilization of NASPO Contract No. 1907 and any subsequent revisions, amendments, and extensions awarded to T-Mobile USA, Inc. for the purchase and warranty of technology goods and services, specifically wireless mobile devices and services.

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

March 25, 2020

**NASPO VALUEPOINT (FORMERLY KNOWN AS WESTERN STATES CONTRACTING ALLIANCE) CONTRACT NO. 1907 FOR TECHNOLOGY GOODS – T-MOBILE USA, INC.**

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Due to the size of the contract and award, the documentation is posted online on the District's Board Agendas and Supporting Documentation page [here](#).

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

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

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

Date: March 25, 2020

Board Item: Centralia School District Project No. CEPU, #N15-2017/18, 2017 Districtwide Contract for the Purchase and Installation of DSA Approved Portable Buildings – Silver Creek Industries, Incorporated

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**HISTORY**

Public Contract Code § 20111 requires competitive bidding for public contracts involving an expenditure of more than \$50,000 (adjusted annually by the California Department of Education (CDE)), including the purchase of materials or supplies to be furnished to the District. In December 2019, CDE adjusted the bid limit to be \$95,200.

**BACKGROUND INFORMATION**

School boards have the authority to “piggyback” on another public agency’s bid, pursuant to Public Contract Code § 20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback contracts when items are identical to the District’s specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

**CURRENT CONSIDERATIONS**

To conduct a competitive bid, District resources (such as staff time and funds for legal advertising) are expended. Utilizing piggyback bids that have already been awarded through a competitive process is an efficient mechanism for legally procuring materials, supplies, and incidental services while preserving District resources. Project No. CEPU, #N15-2017/18, 2017 Districtwide Contract for the Purchase and Installation of DSA Approved Portable Buildings has a term through October 15, 2020; however, can be extended.

**FINANCIAL IMPLICATIONS**

The estimated annual expenditure for the proposed Project No. CEPU, #N15-2017/18, 2017 Districtwide Contract for the Purchase and Installation of DSA Approved Portable Buildings is \$600,000 funded by developer fees. Actual expenditures will vary depending on District needs and availability of funds. The Facilities department intends to use this piggyback contract to procure the purchase and installation of DSA approved portable buildings.

Approval to use a piggyback procurement contract to comply with competitive bidding requirements is not synonymous with approving the amount of expenditures estimated utilizing the contract. Actual purchase orders (PO) are issued when needs arise, which are submitted to the Board for approval in each Board agenda PO listing.

**STAFF RECOMMENDATION**

It is recommended the Board approve the utilization of Centralia School District Project No. CEPU, #N15-2017/18, 2017 Districtwide Contract for the Purchase and Installation of DSA Approved Portable Buildings to Silver Creek Industries, Incorporated, and any subsequent revisions, amendments, and extensions awarded to Silver Creek Industries, Incorporated for the purchase and installation of DSA approved portable buildings, and related services.

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

March 25, 2020

**CENTRALIA SCHOOL DISTRICT PROJECT NO. CEPU, #N15-2017/18, 2017  
DISTRICTWIDE CONTRACT FOR THE PURCHASE AND INSTALLATION OF DSA  
APPROVED PORTABLE BUILDINGS – SILVER CREEK INDUSTRIES,  
INCORPORATED**

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Due to the size of the contract and award, the documentation is posted online on the District Board Agendas and Supporting Documentation page [here](#).

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

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

Date: March 25, 2020

Board Item: Temporary Employee Cell Phone Allowance

---

**HISTORY**

In the past, the District supported the purchase and use of cell phones for some District administrative staff. Certain District staff assigned to travel between the District office and sites were provided these phones for use. In December 2016, staff members were asked to turn in their District-issued cellular phones and in lieu receive an allowance for the business portion use of their personal cell phone.

**BACKGROUND INFORMATION**

Certain administrative positions have been designated by the Superintendent or designee to receive a \$35 monthly allowance for the business portion of their personal cell phone use. These positions have been designated as needing to be contacted while off-site or away from a District land line phone.

**CURRENT CONSIDERATIONS**

Due to the COVID-19 pandemic, staff is requesting approval of a temporary employee cell phone allowance for assistant principals, confidential secretaries, and specific directors and coordinators. The allowance would be effective April 1, 2020 through June 20, 2020

**FINANCIAL IMPLICATIONS**

The financial impact is \$35 a month for 75 employees for a total of \$7,875 from the general fund.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve of the temporary employee cell phone allowance for assistant principals, confidential secretaries, and specific directors and coordinators.

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

**Temporary Cell Phone Allowance  
March 25, 2020**

The following administrative positions will receive a temporary monthly cell phone allowance for April 1, 2020 through June 30, 2020:

Director, Related Services	Coordinator, Mental Health	Coordinator, Counseling and Support Services
Director II, Assess Research Accountability	Director II, Early Childhood Programs	Coordinator, Tk-12 Language Acq Inst Sp
Coordinator, Special Ed Preschool Services	Coordinator, Charter School, Strategic Initiatives	Coordinator, Special Education Programs
Supervisor, Early Childhood Programs	Assistant Principal, Elementary	Assistant Principal, Middle School
Assistant Principal, High School	Assistant Principal, Secondary	Manager, Board Operations
Executive Secretary, Superintendent	Executive Secretary, Deputy Superintendent	Executive Secretary
Administrative Assistant, Board Operations	Administrative Assistant, Legal Compliance	

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Date: March 25, 2020

Board Item: Ratification of School Calendar Changes

---

**HISTORY**

The Superintendent or designee shall recommend to the Board of Trustees a calendar for each school that will meet the requirements of law as well as the needs of the community, students, and the work year as negotiated for all personnel. Each school calendar shall show the beginning and ending school dates, legal and local holidays, minimum days, vacation periods, and other pertinent dates. The 2019-2020 school calendar was Board approved on November 16, 2016.

**BACKGROUND INFORMATION**

At the March 13, 2020 Special Board meeting the Board approved a change to the 2019-2020 school calendar due to the COVID-19 (Coronavirus) pandemic. This approval moved the student Spring Recess from April 6-9, 2020 to March 16-19, 2020.

**CURRENT CONSIDERATIONS**

The Spring holiday would be moved from April 10, 2020 to March 20, 2020, and the school closure would be March 23-April 3, 2020, with an enrichment learning week April 6-10, 2020. During the enrichment learning week, optional learning will be provided to students and teachers will be on recess.

**FINANCIAL IMPLICATIONS**

There are no financial implications.

**STAFF RECOMMENDATION**

Approval of Ratification of School Calendar Changes and further direction from the Board in regard to extending the school closure timeline.

**APPROVED BY:** Susan Holliday, Associate Superintendent, Education Services

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California  
**2019-2020 SCHOOL CALENDAR**

Packet Pick-up, High School

Registration Window, High School  
Packet Pick-up, Middle School

Registration Window, Middle School  
ATP OPENING DAY OF SCHOOL  
Elementary School Professional Development  
OPENING DAY OF SCHOOL  
(MINIMUM DAY for Elementary and Middle School Students)  
Back-to-School Night, Middle School  
(MINIMUM DAY per individual school site calendar)  
*LABOR DAY (Legal Holiday)*  
Back-to-School Night, High School  
(MINIMUM DAY per individual school site calendar)  
Back-to-School Night, Elementary  
(MINIMUM DAY per individual school site calendar)  
End of First Progress Reporting Period (High School)  
End of First Quarter (Middle School)  
End of First Reporting Period (Elementary)  
MINIMUM DAY Parent Conferences, Elementary only  
*NO SCHOOL K-12 Pupil Free Day*  
(Secondary Prof. Dev.)(Elementary Parent Conferences)  
End of Second Progress Reporting Period (High School)  
*VETERANS DAY (Legal Holiday)*  
*THANKSGIVING RECESS (Recess for Students and Teachers)*  
SCHOOL RESUMES  
Final Exam Days, High School (Minimum Days, High School)  
End of First Semester (High School)  
End of Second Quarter (Middle School)  
*NO SCHOOL-K-12 Pupil-Free Day*  
(Secondary Semester Wrap-up)  
*WINTER RECESS (Recess for Students and Teachers)*  
*CHRISTMAS HOLIDAYS (Local and Legal Holiday)*  
SCHOOL RESUMES  
Second Semester Begins  
*DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)*  
*LINCOLN DAY (Legal Holiday)*  
*WASHINGTON DAY (Legal Holiday)*  
End of First Progress Reporting Period (High School)  
End of Second Progress Reporting Period (Elementary)  
MINIMUM DAY Parent Conferences, Elementary only  
End of Third Quarter (Middle School)  
*SPRING RECESS (Recess for Students)*  
*SPRING HOLIDAY (District Holiday)*  
*SCHOOL CLOSURE (Distance Learning)*  
*change)*  
ENRICHMENT LEARNING  
(*Enrichment for Students and Recess for Teachers*)  
SCHOOL RESUMES  
End of Second Progress Reporting Period (High School)  
*MEMORIAL DAY (Legal Holiday)*  
SCHOOL  
Final Exam Days, High School (Minimum Days, High School)  
End of Second Semester (High School)  
End of Fourth Quarter (Middle School)  
End of Third Progress Reporting Period (Elementary)  
LAST DAY OF SCHOOL FOR ALL STUDENTS  
All Students/Graduation Ceremonies

July 22, 2019 9:00AM to 12:00 Noon  
July 23, 2019 4:00PM to 7:00PM  
July 24, 2019 9:00AM to 12:00 Noon  
July 29<sup>th</sup>-August 2<sup>nd</sup>, 2019  
July 30<sup>th</sup>, 2019 9:00AM to 12:00 Noon  
July 31<sup>st</sup>, 2019 4:00PM to 7:00PM  
Aug. 1<sup>st</sup>, 2019 9:00AM to 12:00 Noon  
Aug. 5<sup>th</sup>-9<sup>th</sup>, 2019 and Aug. 12<sup>th</sup>-16<sup>th</sup> 2019  
Monday, August 19, 2019  
Thursday, August 15, 2019  
**Tuesday, August 20, 2019**

Tuesday-Thursday, August 27-29, 2019

*Monday, September 2, 2019*

Tuesday-Thursday, September 3-5, 2019

Tuesday-Thursday, September 10-12, 2019

Friday, September 27, 2019

Friday, October 11, 2019

Friday, October 25, 2019

Monday-Thursday, October 28-31, 2019

*Friday, November 1, 2019*

Friday, November 8, 2019

*Monday, November 11, 2019*

*Monday-Friday, November 25-29, 2019*

**Monday, December 2, 2019**

Tuesday-Thursday, December 17-19, 2019

Thursday, December 19, 2019

Thursday, December 19, 2019

*Friday, December 20, 2019*

*Monday-Friday, December 23, 2019-January 3, 2020*

*Tuesday-Wednesday, December 24-25, 2019*

**Monday, January 6, 2020**

Monday, January 6, 2020

*Monday, January 20, 2020*

*Friday, February 14, 2020*

*Monday, February 17, 2020*

Friday, February 21, 2020

Friday, February 28, 2020

Tuesday-Friday, March 3-6, 2020

Friday, March 13, 2020

**Monday, March 16-March 20, 2020**

**Friday, March 20, 2020**

**Monday, March 23 – April 3, 2020** (*subject to*

**Monday, April 6 – April 10, 2020**

**Monday, April 13, 2020** (*subject to change*)

Friday, April 17, 2020

*Monday, May 25, 2020*ATP LAST DAY OF

Wednesday, June 4, 2020

Tuesday-Thursday, June 2-4, 2020

Thursday, June 4, 2020 June 25, 2020

Thursday, June 4, 2020 June 25, 2020

Thursday, June 4, 2020 June 25, 2020

**Thursday, June 4, 2020 (MINIMUM DAY for**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: March 25, 2020

Board Item: Substitute Daily Rate of Pay Increase

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**HISTORY**

In the 2018-2019 school year, there were 26,563 teacher absences requiring classroom coverage by a substitute teacher. Of these jobs, 778 were not able to be filled by substitute teachers, requiring coverage by administrators or teachers and resulting in a 97.07% substitute fill rate.

**BACKGROUND INFORMATION**

In 2015-2016, approximately 9,000 release days were available to schools and teachers for professional learning, SSTs, IEPs, Field Trips, athletics, and other school events requiring teacher release. Strategies to grow the substitute teacher pool and improve fill rates has resulted in 10,635 release days now available for such activities.

In the 2019-2020 school year, each of our 2200 teachers has been offered two days or seven hours of additional assignment aligned to PLC product development. Education and Student Support Services has reserved approximately 6,000 of these days for District priorities such as Science Textbook adoption, PBIS, and Crisis Prevention Institute (CPI), and the remaining 4,500 substitute release days have been made available to schools.

There is a desire by the District and sites to provide more substitute release days for professional learning, SSTs, IEPs, Field Trips, athletics, and other school events requiring teacher release. It is also the District's desire to reduce the number of unfilled jobs due to teacher absences.

**CURRENT CONSIDERATIONS**

**Phase 1 - Begin 2019 - 2020 School Year – Retiree Substitute Pay Increase**

Currently 33 retired District teachers work in our substitute system. On average, these teachers work approximately 17 days per year each (561 days total). In a survey to these substitute teachers, it was indicated that an increase in pay would influence their decision to work more days. We are proposing to increase the substitute rate for former District teachers from \$105 to \$150 per day. The hypothesis is this would both increase the number of retired teachers working in our pool, as well as increase the number of days worked by each. It is estimated this strategy will increase the total number of jobs filled by an additional 500-700 per year. This rate begins the first of the month after Board approval.

## Phase 2 - Begin 2020 - 2021 School Year – Regular Substitute Pay Increase

Increase the substitute pay rate from \$105 to \$125 per day for all substitute teachers. In a survey to our 650 substitute teachers, 53% indicated that an increase in daily pay would greatly influence their ability to take jobs in our District instead of neighboring districts. This rate increase would be \$20 more than Saddleback Valley Unified School District, and match Irvine Unified School District's substitute teacher rate. It is our estimation that this strategy will increase the total number of jobs filled by an additional 1000-1500 per year.

### **FINANCIAL IMPLICATIONS**

#### Phase 1 – Retiree Substitute Estimated Cost Increase

	# of Retired teachers	Days worked per year	Total number of days	Increased Cost
2018-2019	33	17	561	
2019-2020	50	25	1,250	1,250 days x\$45=\$56,250

#### Phase 2 – Regular Substitute Estimated Cost Increase

	# of teacher absences	# of jobs filled by substitutes	Increased Cost
2018-2019	26,563	25,785	
2019-2020	28,000	27,500	27,500 days x\$20=\$550,000

### **STAFF RECOMMENDATION**

Staff recommends a two phase approach to increasing the substitute teacher pay rate as a cost-effective strategy to improve the substitute fill rate from 97% to 98.5%. Additionally, by utilizing retired teachers, the quality and commitment of our substitute pool would increase.

**PREPARED BY:** Tim Brooks, Associate Superintendent, Human Resource Services

President Reardon called the meeting to order at 5:48 p.m.

**Call to Order/  
Adjourn to Closed  
Session  
Closed Session  
Comments**

The Board recessed to closed session to discuss: Public Health Emergency; and Conference with Legal Counsel – Anticipated Litigation.

The Special meeting of the Board of Trustees was called to order by President Reardon at 7:25 p.m.

**ROLL CALL:**

Present: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones, McNicholas, Reardon, and Student Advisor Koenigshofer

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

It was moved by Trustee Holloway and seconded by Trustee McNicholas and motion carried by a 7-0 roll call vote to adopt the Special Board Meeting agenda.

**Adoption of the  
Board Agenda**

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones, McNicholas and Reardon

NOES: None

ABSENT: None

Student Advisor Koenigshofer voted aye to adopt the agenda.

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– Public Health Emergency**

Trustees voted 6-1-0 to adopt emergency Resolution No. 1920-46, Resolution Delegating Authority to Take Necessary Action to Protect Students and Staff from the Spread of Coronavirus (COVID-19).

AYES: Trustees Castellanos, Hanacek, Holloway, Jones, McNicholas and Reardon

NOES: Trustee Bullockus

ABSENT: None

**Agenda Item #3B – Conference With Legal Counsel – Anticipated Litigation**

Trustees gave direction to staff.

**DISCUSSION/ACTION ITEMS**

President Reardon recognized Kirsten Vital, Superintendent, to present this item.

**Calendaring  
Regarding COVID  
19 and Other**

24 of 43

The following speakers addressed the Board:

- *Michele Ploessel-Campbell spoke regarding PTA assisting with a school closure*
- *Leah West spoke regarding SAT testing*
- *Philip Schlesinger spoke regarding tele-teaching during proposed closure*
- *Andy Mordy spoke regarding proposed school closing*

**Related Items  
Agenda Item 1**

It was moved by Trustee McNicholas and seconded by Trustee Holloway to approve Calendaring Regarding COVID 19 and Other Related Items. The 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 Calendaring Regarding COVID 19 and Other Related Items.

It was moved by Trustee McNicholas and seconded by Trustee Bullockus to adjourn the meeting, motion carried 7-0. **Adjournment**

AYES: Trustees Bullockus, Castellanos, Hanacek, Holloway, Jones,  
McNicholas and Reardon  
NOES: None  
ABSENT: None

Student Advisor Koenigshofer voted aye to adjourn the meeting.

President Reardon announced the meeting adjourned at 7:59 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Colleen Hayes, Manager II, Board Operations/Superintendent's Office*

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Gregory Merwin, Associate Superintendent, Student Support Services  
Susan Holliday, Associate Superintendent, Educational Services

Date: March 25, 2020

Board Item: Coronavirus: Distance Learning Program, Support for Families

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**HISTORY**

Coronavirus, or COVID-19, is a respiratory illness that was first identified in Wuhan, Hubei Province, China in 2019 caused by a novel (new) coronavirus. The first confirmed case of COVID-19 in the United States was announced on January 21, 2020. On March 4, 2020, Governor Newsom declared a “state of emergency” to help prepare for the spread of the virus. As of March 23, 2020, there were 125 confirmed cases of COVID-19 in Orange County, and 38 cases that are categorized as “community acquired.” However, there are no confirmed cases of COVID-19 for District students or staff.

**BACKGROUND INFORMATION**

In response to the COVID-19 pandemic and to maintain the safety of District students, families, and staff while mitigating the spread of the virus, Trustees approved temporary closure of all schools from March 16, 2020 to April 12, 2020, with spring recess being moved to March 16-20, 2020. In order to provide all students with educational opportunities during temporary school closure, the District has implemented a Distance Learning Program which includes innovative ways to provide differentiated instruction and social emotional support in a remote learning environment. Additionally, the District has expanded the meal program in order to increase access for families.

On March 13, 2020, Governor Newsom issued Executive Order N-26-20 which requires “high quality educational opportunities to the extent feasible through, distance learning and/or independent study...” District and site staff have collaborated to develop a robust distance learning plan for all grades, from Kindergarten through high school and including Adult Transition Program. As part of the Distance Learning Program, teachers, counselors, support staff, and service providers use both online platforms and conference calls to engage and support students with their learning. In order to guarantee that all students have access to the Distance Learning Program, a districtwide parent survey was provided to families to determine the number of Chromebooks needed for students who do not have a device and/or internet service at home. Staff began distribution of Chromebooks to families on Tuesday, March 24, 2020.

Also required in Executive Order N-26-20 is the requirement for districts to “provide school meals in non-congregate settings.” Food Services Department added an additional site, Carl Hankey K-

8, to increase capacity of school meals in the Mission Viejo area, increasing the total number of sites serving meals to 8 schools.

### **CURRENT CONSIDERATIONS**

Staff monitors new developments from OCHCA and the California Department of Public Health (CDPH) on a daily basis, and information is shared with principals and their staff multiple times per week to provide support to school sites during school closure and distance learning.

### **STAFF RECOMMENDATION**

This is an information item only and no Board action is necessary.

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# Capistrano Unified School District

*Coronavirus (COVID-19) Update:  
Distance Learning and Support for Families*



# Presentation Objectives

- Distance Learning Plan
  - Welcome Back videos and messages
  - Social Emotional Support and Special Education
  - ChromeBooks and Access to Technology
  - Calendar
- School Meals
- Child Care and Supervision
- Appendices

# Distance Learning Program

- All teachers (including Ed Specialists) will use online platforms, including Google Classroom, Seesaw, and SchoolLoop, to connect with students and provide instructional opportunities
  - Over 23 online trainings provided in the last week on Google Classroom/Hangouts and other approved online resources
    - Total number of teacher training sign-ups: 4472
    - Total number of Admin trained: 195
    - Total number of teachers on Google Classroom 2051
- Survey was sent to all families to determine who needs a Chromebook
- Printed copies of lessons will be available as an option when necessary
- Teachers welcomed students and families on Monday, March 23, 2020
- Distance Learning Program (DLP) began Tuesday, March 24, 2020

# Welcome Back Messages and Videos from Principals

- CUSD Insider shared a sample of the many principal videos to connect with students and families and welcome them to Distance Learning:
- [CUSD Insider article](#):
  - Principal, Wood Canyon Elementary School: [Paul Foucart video](#)
  - Principal, Malcom Elementary School: [Laurie Lowy video](#)
  - CUSDInsider YouTube channel: [youtube.com/c/CUSDInsider](https://youtube.com/c/CUSDInsider)

EXHIBIT #8

# Welcome Back Messages from Teachers

## English 6 Distance Learning Lesson Plan - Week 1 Corbin/Fleming/Healy/Lawbaugh/Reed

Good Morning Students,

We know this is a weird situation that we have found ourselves in, but we have confidence that we will move forward and learn through this difficult time. Below we have outlined a few key things to remember during our time or distance learning and answers to a few questions that you might have.

**Communication!** If you have any questions, comments, concerns, or otherwise, PLEASE communicate with your teacher. We are here to help you.

**Flexibility!** - We understand that an online class is a new thing for all of us. We will be as flexible as possible in accommodating the different settings, levels of access, and timing for each student.

**Responsibility!** - Even though we are not seeing you in person every day, we are still your teachers, and we take that responsibility seriously. We expect you to take that responsibility seriously too. Keep up with your studies and will be prepared to continue our learning as soon as we are back on campus.

### Questions and Answers

Where will your classwork and assignments be posted?	We will continue to post all assignments on School Loop and Google Classroom as well as provide any extra support materials.
How will students turn in work?	Most work will be submitted through Google Classroom. We will also use Reading Plus, Amplify, FlipGrid, Quizlet, Padlet, or other applications/websites.
What is your expectation for assignment completion? Will you schedule specific due dates?	Due dates will be posted on School Loop and Google Classroom.

## Tuesday, March 24, 2020

Time	Focus	To Do
Before 9 AM	Rise and Shine	<ul style="list-style-type: none"> <li>Eat breakfast, make your bed, and get ready for the day!</li> <li>Do <a href="#">Problem of the Day</a> (Google Classroom) - <b>Due before Zoom meeting</b></li> <li>Do the Math Problem Solving Page (next slide) - <b>Use markers! - Due before Zoom meeting</b></li> <li>Independent Reading (Free Choice)</li> </ul>
9:00-9:30	Zoom: Morning Meeting <small>Join Zoom Meeting <a href="https://zoom.us/j/102437788">https://zoom.us/j/102437788</a></small>	<ul style="list-style-type: none"> <li>Problem of the Day Review</li> <li>Daily Check-in</li> <li>Problem Solving Discussion</li> </ul>
9:30-10:30	Reading Groups & "Centers"	<ul style="list-style-type: none"> <li><a href="#">Online Book Clubs</a> (Google Classroom &amp; <a href="#">Epic</a>) - <b>DUE AFTER BOOK IS READ (About 15 days)</b></li> <li><a href="#">Narrative Reflection</a> (Google Classroom): Clementine's Family Meeting - (Clever-&gt;McGraw-Hill-&gt; To Do) Lit. Anthology -<b>DUE FRIDAY, 3/27/2020</b></li> <li><a href="#">Comprehension: Context Clues</a> (Google Classroom Slide Deck) - <b>DUE FRIDAY, 3/27/2020</b></li> <li>More Independent Reading</li> </ul>
10:30-11:00	Brain Break & Snack	Get up and move and enjoy your snack!
11:00-12:00	Math	<ul style="list-style-type: none"> <li><a href="#">x4 &amp; +4 Fluency Practice</a> Interactive Notebook (Google Classroom) - <b>DUE FRIDAY, April 3, 2020</b></li> <li><a href="#">Area Interactive Notebook</a> (Google Classroom) - <b>DUE FRIDAY, April 3, 2020</b></li> <li>Dreambox - 15 minutes. (<a href="#">Website</a>)</li> </ul>
12:00-1:00	Lunch	Don't forget to eat fruits and veggies!

[Video explaining Rise and Shine.](#)

[Video explaining Zoom Meeting](#)

[Video explaining reading groups and centers.](#)

[Video explaining math time.](#)

# Welcome Back Messages from Schools & Teachers

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:30 – 9:00	Homeroom/Prep – Post Assignments				
9:00 – 10:30	ALL SUBJECTS	Math	English	Math	English
10:30 – 11:00		Break	Break	Break	Break
11:00 – 12:30		Science	History	Science	History
12:30 – 1:30	Lunch	Lunch	Lunch	Lunch	Lunch
1:30 – 3:00	PLC's	P.E.	Electives	P.E.	Electives

## STUDENTS

### On **Mondays**, students:

- Review their weekly agenda and learning objectives for the week
- Reach out to teachers with questions regarding assignments and projects
- Participate in discussion boards
- Comment on video clips, answer discussion questions, complete quick writes, complete challenge questions, etc.

### **Tuesdays thru Fridays** students:

- Work on assignments from their scheduled classes
- Turn in completed assignments
- Watch posted or live teaching from their teachers
- Participate in discussion boards
- Contact teachers with questions about lessons and assignments
- Conference remotely with teachers
- Take on-line assessments

## TEACHERS

### On **Mondays**, teachers:

- Post their weekly agenda & Learning objectives by 9 a.m.
- Make contact with all of their students to engage them online (Can be, but not necessarily related to an essential learning i.e. comment on video clip or reflective questions, quick write, quote of the day, challenge questions, etc.)
- Follow-up on student questions and respond to emails
- Attend collaboration meetings (PLC, department, staff meetings) as scheduled from 1:30—3:00 p.m.)

### On **Scheduled days**, teachers:

- Post assignments, rubrics, supplemental materials
- Facilitate activities
- Share specific videos and/or online examples
- Conduct assessments
- Collect work from students
- Host discussion boards
- Hold office hours (with or without video conferencing) during the assigned time block
- Follow-up on student questions and respond to emails

## Daily Activities

1. **30-45 minutes of independent reading** - Once a week (Friday) students will be asked what book they are reading and will be asked to write a brief summary on what they have read.
2. **30 minutes of iReady online instruction** (access via Clever using the same link above) - This is individualized math instruction that is designed to meet each child's needs. It is adaptive and responds as your child excels at or struggles with certain concepts.
3. **Fluency Passage** (1 minute timed read, everyday)
4. **Ongoing Journal** - Students should be recording this experience via Google Slides. Within the slide, they can upload pictures, videos, or write about what is happening. They should complete a minimum of 3 slides per week.
5. **Math Facts Fluency** - Factswise Goal can be found on Google Classroom. Students should practice alone or with a family member for 5-10 minutes per day.

\*\*Any needed links/materials for these assignments can be found in Google Classroom under the "Classwork" tab. Each week I will add a new topic to this section called "At-Home Learning" and will include the date.

## Weekly Activities

1. **Meet Up Mondays** - I'll host a virtual meeting every Monday afternoon. Students will have the option to meet with me in a group setting via Google Hangout. My first one will be on Monday, 3/23 (time, TBD). I will talk to the students and acclimate them with the online learning format.
2. **Flipgrid Fridays** - Every Friday I will be posting a question on Flipgrid. Students respond by filming and posting a short video of themselves. Videos must be appropriate for school. The settings are such that only the students in our class can view the videos. These videos are optional, but will give us a way to connect, even though we cannot be in the classroom together. **I will post our first Flipgrid Friday tomorrow morning (3/20) at 8:00am on Google Classroom. It will be open all day!**
3. **Benchmark** - I will assign Benchmark activities through Clever on Wednesday of each week. It should take 1-2 days to complete each assignment. It is typically a reading passage followed by comprehension questions. **This will start the week of March 30th.**
4. **Google Check-In** - Every Friday, students will be asked to fill out a Google Form. I will be asking them to reflect on their week as a digital learner and give them the opportunity to voice questions or concerns about our new learning style.

Sample Middle School schedule

Sample 5th grade class schedule



## DHHS SOCSA Choir

# Distance Learning Programs (continued)

- **All teachers provided guidance on:**
  - setting the tone for online learning (synchronous & asynchronous)
  - establishing the tool for delivering instruction (define your technology stack)
  - setting a routine to your day/week
  - build out lessons/work into phases
  - provide students feedback
  - [one stop shop of resources](#)
- **Social emotional support from our school counselors:**
  - social emotional lessons and resources in Google Classroom
  - host webinars
  - individual telecounseling
  - check-ins with high-risk students and families in need
  - resources and counseling referral in Counselor's Corner
  - provide community referrals



# Special Education: Guidance

- Equal access for all students; IEP services and “free and appropriate public education” (USDOE, 2020; CDE 2020)
- Related services, such as speech and language, occupational therapy, counseling, and social skills, are providing services telephonically and developing virtual options of delivery (USDOE, 2020; CDE 2020)
- Distance learning is appropriate, as “schools may not be able to provide all services in the same manner they are typically provided” (OSERS, 2020)
- Prior Written Notice (PWN) posted on website and sent to parents on March 25 describing the recent changes to delivery model from direct to distance learning

EXHIBIT #8

# Special Education: Distance Learning

- **Training and support for special education services during “Distance Learning Program:”**
  - Education specialists are providing differentiated “distance learning” through Google Classroom
  - Paraeducators are attending training in Google Classroom and Hangout to provide support to Ed Specialists and with students
  - Differentiated curriculum and lessons, Unique Learning Systems (ULS), are provided for moderate/severe classes with education specialists providing support to families
  - Program Specialists are checking in with every Ed Specialist and principal individually this week and regularly moving forward

# Chromebooks and Access to Technology

## Chromebook Deployment to Students

- Currently, CUSD has 5,500 Chromebooks available for use in the home.
- According to the Districtwide parent survey, there are 6,700 students that were identified as needing a device for distance learning.
  - The number (6,700 students needing a device) may fluctuate depending on turnout and device check out by those who were unable to complete the survey.
- Distribution started on March 24, 2020 with high turnout from families
- If needed, TIS will disassemble carts with Chromebooks to provide devices to all students who need one.
  - Additional costs may include:
    - Reassembling the Chromebooks into the carts once returned and increased damage, theft, and loss of checked out devices.
    - As with textbooks, there is an assessment of a Chromebook if lost or damaged beyond repair.

# School Calendar

## Draft calendar updates:

- SPRING RECESS (*Recess for Students*) Monday, March 16-March 20, 2020
- SPRING HOLIDAY (*District Holiday*) Friday, March 20, 2020
- SCHOOL CLOSURE (*Distance Learning*) Monday, March 23 – April 3, 2020 (*subject to change*)
- ENRICHMENT LEARNING  
(*Enrichment for Students and Recess for Teachers*) Monday, April 6 – April 10, 2020
- SCHOOL RESUMES Monday, April 13, 2020 (*subject to change*)

EXHIBIT #8

# School Calendar: Enrichment Week

## Enrichment Learning: April 6-10, 2020

- By establishing April 6-10, 2020, as “Enrichment Week,” families may have additional flexibility with the week that was previously designated as Spring Recess prior to moving the vacation to March 16-20, 2020.
  - Students will receive optional independent enrichment activities that families can access if they choose.
  - Assignments will not be graded.
- Certificated staff will also benefit from “Enrichment Week” because these five days will be considered “non-instructional” Spring Recess days.
- Classified staff will have the option to use leave days, as they do normally during Spring Recess.

# School Meals

There are now meal pick up sites for the following cities and communities:

- **Dana Point:** RH Dana ES and Marco Forster MS
- **San Juan Capistrano:** San Juan ES
- **San Clemente:** Las Palmas ES
- **Laguna Niguel:** Hidden Hills ES
- **San Juan Capistrano (and Dana Point):** Marco Forster MS
- **Aliso Viejo:** Wood Canyon ES
- **Mission Viejo, RSM and Ladera Ranch:** Las Flores ES and Carl Hankey K-8

EXHIBIT #8

# Child Care and Supervision

- As per the Governor's Executive Order, "to the extent practicable, to arrange for the supervision of children during ordinary school hours."
  - YMCA is offering child care at select sites
  - Exploring developing "Distance Learning Student Club" to offer child care
    - Equity
    - Access
- Staff is continuing to explore options to provide child care while enforcing social distancing

EXHIBIT #8

## Appendix C: Resources and Glossary

Center for Disease Control and Prevention (CDC):

<https://www.cdc.gov/coronavirus/2019-ncov/>

Orange County Health Care Agency (OCHCA):

[http://www.ochealthinfo.com/phs/about/epidasmt/epi/dip/prevention/novel\\_coronavir\\_us](http://www.ochealthinfo.com/phs/about/epidasmt/epi/dip/prevention/novel_coronavir_us)

California Department of Public Health (CDPH):

<https://www.cdph.ca.gov/>

Capistrano Unified School District COVID-19 webpage:

<https://capousd-ca.schoolloop.com/coronavirus>

Orange County Department of Education (OCDE):

<https://ocde.us/Pages/COVID-19.aspx>