

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

June 24, 2020

Closed Session 5:00 p.m.
Open Session 7:00 p.m.

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.

There will be no physical meeting location open to the public. For this meeting, public input will not be facilitated in person. The District has provided the following option for the public to address the Board telephonically. Please submit your request to address the Board by clicking [here](#). Those who have registered to comment will receive an email prior to the meeting with information on how to join and comment telephonically. A speaker card will need to be submitted prior to the agenda item per Bylaws of the Board 9323, Meeting Conduct. 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 (3) 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. 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.

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
Kirsten Vital/Greg Merwin/Josh Hill
(Pursuant to Government Code § 54957(a))

B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

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

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

C. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT

Tim Brooks/Kirsten Vital
Chief Academic Officer, Education and Support Services,
[Change of title and duties only] from Associate Superintendent
(Pursuant to Government Code § 54957)

EXHIBIT C-1

D. 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 D-1

E. PUBLIC EMPLOYMENT AND EVALUATION OF PERFORMANCE

Superintendent

(Pursuant to Government Code § 54957(b))

EXHIBIT E-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.

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. LIMITED USE LICENSE AGREEMENT WITH RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION FOR THE USE OF ARROYO VISTA PARK:** Page 1 **EXHIBIT 1**

Approval of the renewal of the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Arroyo Vista Park. Arroyo Vista K-8 School is located adjacent to Arroyo Vista Park in the City of Rancho Santa Margarita. The Limited Use License Agreement was developed to provide general provisions defining each agency’s responsibilities. Terms of the agreement include a defined amount of student use of the park for the 2020-2021 school year for a fee of \$6,250 funded by the general fund. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsel.

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

- 2. LIMITED USE LICENSE AGREEMENT WITH RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION FOR USE OF TIJERAS CREEK PARK:** Page 47 **EXHIBIT 2**

Approval of the renewal of the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Tijeras Creek Park. Tijeras Creek Elementary School is located adjacent to Tijeras Creek Park in the City of Rancho Santa Margarita. The Limited Use License Agreement was developed to provide general provisions defining each agency’s responsibilities. Terms of the agreement include a defined amount of student use of the park for the 2020-2021 school year for a fee of \$8,900 funded by the general fund. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsel.

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

3. EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY MASTER CONTRACT – INSTRUCTURE, INC. DBA CANVAS: Page 97
EXHIBIT 3

Approval to utilize the Education Technology Joint Powers Authority (Ed Tech JPA) Master Contract, awarded to Instructure Inc. dba Canvas and any subsequent revisions, amendments, and extensions, for the purchase and warranty of certain education support software, specifically learning management system, 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 Ed Tech JPA contract for the purchase and warranty of this electronic learning management system. Anticipated annual expenditures utilizing this contract are approximately \$227,000 funded by the 2020-2021 CARES Act funds. Actual expenditures will vary depending on the availability of funds and selected components and training. 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

CURRICULUM AND INSTRUCTION

4. AGREEMENT FOR SERVICES WITH CURRICULUM ASSOCIATES: Page 106
EXHIBIT 4

Approval of agreement for services with Curriculum Associates to provide software licenses for students in grades K-5 to support Districtwide math online instruction and diagnostic assessments for the 2020-2021 school year. In 2019-2020, the District purchased use of the i-Ready diagnostic assessments. For 2020-2021, staff propose that the District purchase both the diagnostic assessments and the personalized online learning program. Students had free access to these online licenses throughout the school closure from March to June 2020, and continue to have free access through Summer 2020. This free access ends in August 2020. Students will take the “i-Ready Diagnostic” assessment three times a year (at the beginning, middle, and end of the year). Students are then put on an individualized learning path of online instruction to support their individual learning needs. The license for both the diagnostic assessments and the online learning is for one year and would need to be renewed annually. The estimated total expenditure for the site licenses is \$364,149, funded by 2020-2021 CARES Act.

Contact: Susan Holliday, Associate Superintendent, Education Services

HUMAN RESOURCE SERVICES

5. CONSIDER AND APPROVE JOB DESCRIPTIONS, SALARY RANGE AND TITLE PAGE FOR CLASSIFIED AND CERTIFICATED MANAGEMENT: Page 130
EXHIBIT 5

Approval of job descriptions for the positions of Assistant Superintendent, School Leadership and Instruction, Secondary; Assistant Superintendent, School Leadership and Instruction, Elementary; Chief Academic Officer, Education and Support Services; Chief Administration Officer, Education and Support Services; Coordinator II, Charter Schools and Strategic Initiatives; and Manager, Early Childhood Programs. The descriptions for Assistant Superintendents were updated to reflect the priority of supervising, coaching, and evaluating site principals. The Coordinator description was updated to reflect oversight and management of complaints. The new manager position supports the restructuring of the Early Education department. The addition of the Chief Academic Officer and Chief Administration Officer positions increase efficiency in support of leadership and learning throughout the District. There is no financial impact to the approval of these management job descriptions, it reflects greater efficiencies in the Education Services and Student Support Services departments for phase 1 of 2 phases of restructuring. The departments have been prioritizing work and propose these new job descriptions to be able to reduce some redundancies in the two areas. The estimated savings is \$39,084.

Contact: Tim Brooks, Associate Superintendent, Human Resource Services

6. **RESOLUTION NO. 1920-62, REDUCTION OR ELIMINATION OF CERTAIN CLASSIFIED SERVICES:** Page 150
EXHIBIT 6
Adoption of Resolution No. 1920-62, Reduction or Elimination of Certain Classified Services for the 2020-2021 school year, based on efficiency restructure.
Contact: Tim Brooks, Associate Superintendent, Human Resource Services

7. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT - CERTIFICATED EMPLOYEES:** Page 154
EXHIBIT 7
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

DISCUSSION/ACTION ITEMS

8. **RECOMMENDATION TO APPROVE AMENDMENT NO. 4 TO AMENDED CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT, BUSINESS AND SUPPORT SERVICES, JULY 1, 2016 – JUNE 30, 2024:** DISCUSSION/
ACTION
Page 157
EXHIBIT 8
Approval of Amendment No. 4 to Amended Contract for Employment Agreement between the District and the Deputy Superintendent, Business and Support Services.
CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.
Contact: Kirsten Vital, Superintendent

Staff Recommendation

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

Following discussion it is recommended the Board of Trustees approve Amendment No. 4 to Amended Contract for Employment Agreement between the District and the Deputy Superintendent, Business and Support Services.

Motion by _____ Seconded by _____

9. **RECOMMENDATION TO APPROVE AMENDMENT NO. 5 TO EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT AND KIRSTEN M. VITAL, SUPERINTENDENT, AUGUST 26, 2014 – JUNE 30, 2024:** DISCUSSION/
ACTION
Page 161
EXHIBIT 9
Approval of Amendment No. 5 to Employment Agreement between the Board of Trustees of the District and Kirsten M. Vital, Superintendent.
CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.
Contact: Jim Reardon, Board President

Staff Recommendation

It is recommended the Superintendent recognize Jim Reardon, Board President, to present this item.

Following discussion it is recommended the Board of Trustees approve Amendment No. 5 for the Employment Agreement between the District and Kirsten M. Vital, Superintendent.

Motion by _____ Seconded by _____

10. BOARD ACTION TO ADOPT RESOLUTION NO. 1920-61, RESOLUTION RESERVING THE RIGHT TO MAKE 2020-2021 EMPLOYEE COMPENSATION REDUCTIONS FOR EMPLOYEES: **DISCUSSION/ ACTION**
Page 165
EXHIBIT 10

Based on the current economic crisis resulting in changed District financials, the Board will consider adoption of a Resolution permitting the District to make reductions to the salaries of all District employees, and declare salaries for the 2020-2021 fiscal year to be indefinite and undetermined at this time.

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1920-61, Resolution Reserving the Right to Make 2020-2021 Employee Compensation Reductions for Employees.

Motion by _____ Seconded by _____

11. FIRST READING – TEMPORARY BOARD POLICY 5121.1, GRADES/EVALUATION OF STUDENT ACHIEVEMENT: **DISCUSSION/ ACTION**
Page 169
EXHIBIT 11

As we prepare for the 2020-2021 school year, due to the COVID-19 pandemic, staff is recommending a temporary policy to create maximum flexibility for reopening. In April 2020, Trustees waived Board Policy 5121.1 and replaced it with Emergency Board Policy E5121.2, *Grades/Evaluation of Student Achievement* to temporarily replace Board Policy 5121.1. Staff has now modified Board Policy 5121.1, to add temporary language to address school closures, and to allow weighted grading for approved college level courses and International Baccalaureate courses, in addition to Honors and Advanced Placement courses that are already approved. This temporary proposal supports improving high school outcomes, specifically for juniors and seniors. 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 temporary Board Policy E5121.1, *Grades/Evaluation of Student Achievement*.

Motion by _____ Seconded by _____

12. FIRST READING – TEMPORARY BOARD POLICY 6111, SCHOOL CALENDAR: **DISCUSSION/ ACTION**
Page 175
EXHIBIT 12

As we prepare for the 2020-2021 school year, due to the COVID-19 pandemic, staff is recommending a temporary policy, to create maximum flexibility for reopening. Staff is recommending Trustees approve temporary Board Policy 6111, *School Calendar*. Staff modified the policy to allow grade 9 and grade 10 students to take a minimum of 5 classes in District schools, and grade 11 and grade 12 students to take a minimum of 4 classes in District schools. This would allow students to take classes through educational institutions such as community colleges.

High school bell schedules may need to be adjusted and instructional minutes added to the day to ensure students are able to meet the minimum instructional minutes required by statute. This temporary proposal is to support our focus on juniors and seniors completing their requirements. 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 temporary Board Policy 6111, *School Calendar*.

Motion by _____ Seconded by _____

13. FIRST READING – TEMPORARY BOARD POLICY 6146.1, HIGH SCHOOL GRADUATION REQUIREMENTS: DISCUSSION/ ACTION

To prepare for the 2020-2021 school year, during the COVID-19 pandemic, staff is recommending a temporary policy to create maximum flexibility for reopening. Staff is recommending Trustees approve temporary Board Policy 6146.1, *High School Graduation Requirements*. Staff modified the policy by reducing the required number of classes needed to graduate from high school from 220 to 200, for the classes of 2021 through 2022. This change would reduce the number of elective credits students would need to take in order to graduate from high school. Staff also adjusted language to allow students to take more than 1 class at a community college, and the ability to take those college classes regardless of the class being offered on their high school campus. This temporary proposal is to support our focus on juniors and seniors completing their requirements. 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 temporary Board Policy 6146.1, *High School Graduation Requirements*.

Motion by _____ Seconded by _____

14. DELEGATION OF AUTHORITY TO SUPERINTENDENT OR DESIGNEE TO ENTER INTO AGREEMENT WITH APEX LEARNING: DISCUSSION/ ACTION

Apex Learning provides online curriculum for courses taught in Grades 6 through 12. This action item allows the District to purchase additional licenses to expand District programs. The cost of \$8.15 per student will be funded by 2020-2021 CARES Act funding. This Board action delegates to the Superintendent or designee, pursuant to Education Code section 17604, to enter into a contract with Apex Learning, not to exceed \$400,000, for the 2020-2021 school year. The contract will be subject to subsequent Board ratification.

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

Contact: Susan Holliday, Associate Superintendent, Education Services

Page 179
EXHIBIT 13

Page 190
EXHIBIT 14

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Associate Superintendent, Education Services, to present information on this item and answer any questions Trustees may have.

Following discussion it is recommended the Board of Trustees approve Delegation of Authority to Superintendent or Designee to Enter into Agreement with Apex Learning.

Motion by _____ Seconded by _____

- 15. **RESOLUTION NO. 1920-63, RESOLUTION DENOUNCING ALL ACTS OF RACISM, INTOLERANCE, AND UNLAWFUL DISCRIMINATION:** **DISCUSSION/ ACTION**
CUSD WIG 2: Communications - Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions. Page 192
Contact: Krista Castellanos, Trustee **EXHIBIT 15**

Staff Recommendation

It is recommended the Board President recognize Krista Castellanos, Trustee, to present information on this item and answer any questions Trustees may have.

Motion by _____ Seconded by _____

- 16. **REOPENING OF SCHOOLS FOR 2020-2021 SCHOOL YEAR: COMPONENT #1 - CLEANING AND COMPONENT #2 - ONLINE CURRICULUM:** **INFORMATION/ DISCUSSION**
Staff presents additional information regarding the Reopening of Schools for 2020-2021 School Year. The plan to reopen schools has 4 foundational components: 1) health and safety; 2) curriculum and instruction; 3) mental health, emotional support, and cultural diversity for students, families, and staff; and 4) flexible and innovative program models. Staff is providing information regarding cleaning protocol and custodial services as part of Component #1, Health and Safety, and online curriculum as part of Component #2, Curriculum and Instruction. In response to Component #1, Health and Safety, the Custodial Department has implemented additional measures to ensure all hard surfaces at all school sites are clean and sanitized using Food and Drug Administration (FDA) approved solutions. In response to Component #2, Curriculum and Instruction, teachers and staff have considered different curriculum models and online learning platforms for both the elementary and secondary grade levels. Page 195
EXHIBIT 16
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: Clark Hampton, Deputy Superintendent, Business and Support Services
Contact: Gregory Merwin, Associate Superintendent, Student Support Services
Contact: Joshua Hill, Assistant Superintendent, Secondary Education

Staff Recommendation

It is recommended the Board President recognize Gregory Merwin, Associate Superintendent, Student 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.

Motion by _____ Seconded by _____

ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, JULY 15, 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

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
BOARD REPORT

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
Prepared by: John Forney, Chief Facilities Officer, Facilities Planning

Date: June 24, 2020

Board Item: Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation for Student Use of Arroyo Vista Park

HISTORY

Since the school opened in 1992, students from Arroyo Vista K-8 School have been using the adjacent park for various activities. The additional space provides the students with greater recreational and physical education opportunities. The District and Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) have been operating under a limited use license agreement since the inception of Arroyo Vista K-8 School.

BACKGROUND INFORMATION

The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. SAMLARC will be responsible for all ongoing maintenance of the park.

CURRENT CONSIDERATIONS

Approval of the renewal of the Limited Use License Agreement with SAMLARC for student use of Arroyo Vista Park. Arroyo Vista K-8 School is located adjacent to Arroyo Vista Park in the City of Rancho Santa Margarita.

FINANCIAL IMPLICATIONS

Terms of the agreement include a defined amount of student use of the park for the 2020-2021 school year for a fee of \$6,250 paid out of the general fund.

STAFF RECOMMENDATION

It is recommended the Board approve the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Arroyo Vista Park.

PREPARED BY: John Forney, Chief Facilities Officer

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

LIMITED USE LICENSE AGREEMENT

Capistrano Unified School District
Arroyo Vista School K-8
(July, 2009 Version)

This Limited Use License (the "License") is made this **26th** day of **May 2020**, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the [CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as **Arroyo Vista: Lot 4, Tract No. 13084**, as per map filed in Book 618, Pages 43 - 48, inclusive, of Miscellaneous Maps, located in the records of the County of Orange (hereinafter the "Park") and more commonly known as Arroyo Vista Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "School K-8" as Kindergarten through Eighth Grade, owns and operates a School K-8, known as Arroyo Vista School K-8 ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited K-8 School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited K- 8 School related Activities, in accordance with the terms of this License.

THEREFORE, in order to provide limited access and use of the Park for K-8 School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.0 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC

Arroyo Vista School K - 8
District Limited Use License Agreements — Template 12
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or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for K-8 School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the School for K-8 activities, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

2.01 Term. This License shall begin **August 18, 2020** and end on **June 3, 2021**. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

Arroyo Vista School K-8
District Limited Use License Agreements — Template 12
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3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this License the amount of these normal costs and expenses payable by DISTRICT is agreed to be **\$6,250 (Six Thousand Two Hundred Fifty Dollars and no cents).**

(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than **December 1, 2020.**

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

4.01 Priority of Use. During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License,

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DISTRICT shall be entitled to a priority of use of the Park for the limited K-8 School related Activities, as shown and described on Exhibit "B", during the within specified times: 8:00 a.m. — 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the K-8 School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those K-8 School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

5.01 Special Events. Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must be borne by DISTRICT exclusively unless SAMLARC agrees to share in the expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

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7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance with respect to the DISTRICT use of the Park in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs or is occasioned due in whole or in part to negligence by DISTRICT.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and First Service Residential, LLC (herein "FSR") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least \$3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than **August 18, 2020**. Any insurance renewal shall meet the requirements of this License. Proof of such insurance shall be sent to SAMLARC, 22342-A Avenida Empresa, Suite 102A, Rancho Santa Margarita, CA 92688.

7.04 Indemnification. DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line" SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: **Clark Hampton, Deputy Superintendent, 33122 Valle Road, San Juan Capistrano, CA 92675-4792 • (949) 234-9200.**

9.02 SAMLARC Contact Person. SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquiries and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: **Candice Fullenkamp, Community Executive Officer • FirstService Residential • SAMLARC • 22342-A Avenida Empresa, Suite 102-A, Rancho Rancho Santa Margarita, California 92688 Direct: (949) 709-0015**
Email: candice.fullenkamp@fsresidential.com.

9.03 Communication. In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 Breach. In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

- (a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;
- (b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.
- (c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

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(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

The Association:

**RANCHO SANTA MARGARITA
LANDSCAPE AND RECREATION
CORPORATION**

By: _____
Robert Dickson, President

By: _____
Marty Groh, Secretary

Date: _____

Address: 22342-A, Avenida Empresa, Suite 102-A
Rancho Santa Margarita, CA 92688
Phone: 949-709-0014
Fax: 949-589-6603
Contact Person: George Blair
Email: George.blair@fsresidential.com

The Contractor:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Clark Hampton, Deputy Superintendent
Business & Support Service

Date: _____

Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792
Phone: 949-234-9526
Fax: 949-493-3728
Contact Person: Deborah Beadle
Email: dejbeadle@capousd.org

EXHIBIT A

SAMLARC/Arroyo Vista School LULA

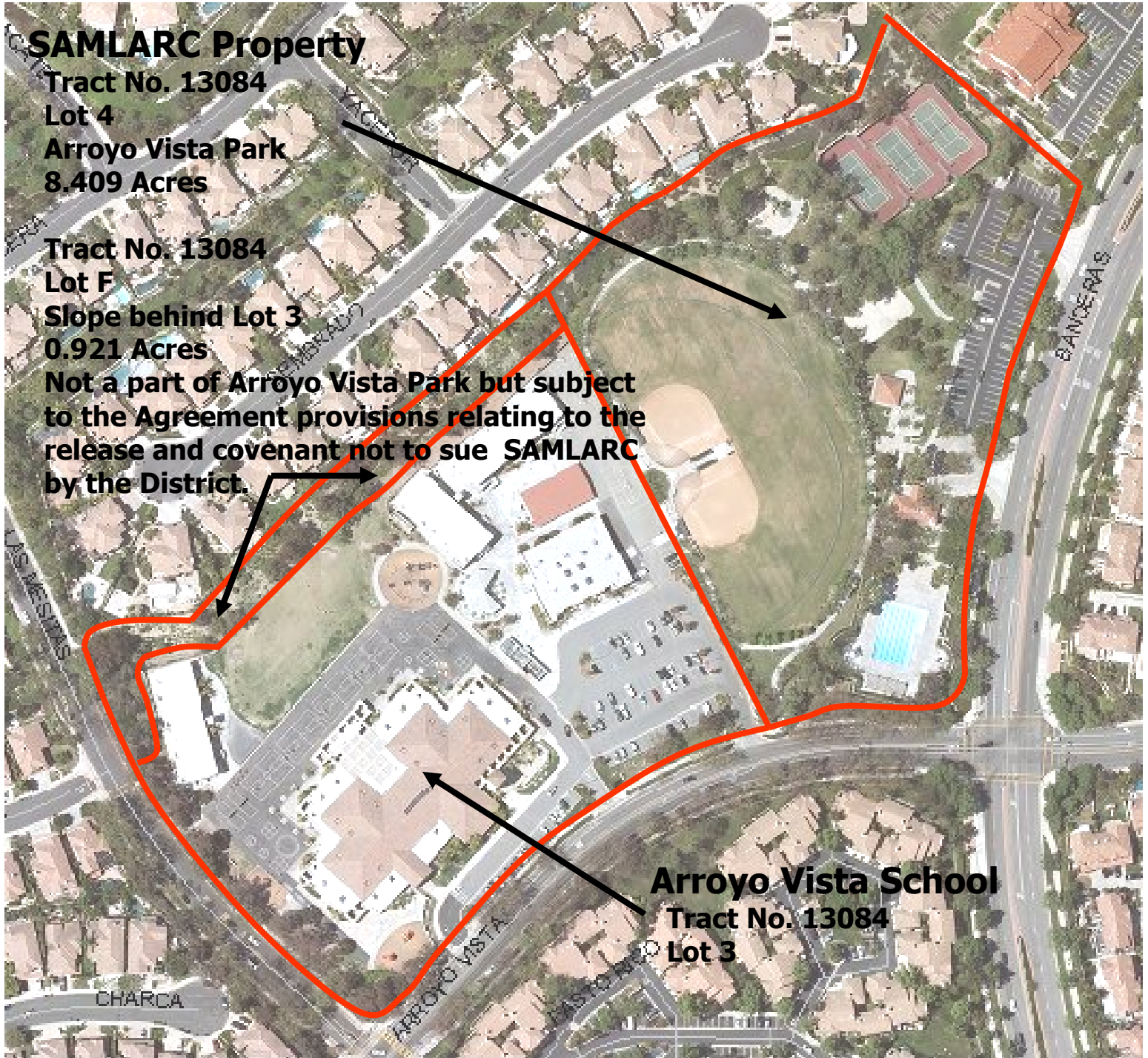


EXHIBIT B

**ARROYO VISTA SCHOOL K-8
ESTIMATED USE OF PARK 2020- 2021**

Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	80	Teddy Bear Picnic (one time in spring)	90 Minutes a.m. 90 Minutes p.m.
Grade 1	80	Bug Hunt (twice in September) Kickball (2days per week – one month in spring) End of Year Party (June)	2.5 Hours
Grade 2	90	One Activity (spring)	2.5 Hours
Grade 3	90	Kickball (twice a month or less)	30 Minutes
Grade 4	90	Kickball (once a week, one ball field) Gold Rush Days (spring) Junior Olympics (spring activity with fifth grade)	60 Minutes 1 School Day 4 School Days
Grade 5	120	Daily Activities – run around perimeter Softball/Kickball/Field Activities- (two days per week, one ball field) Colonial Day (one time activity in February or April) Junior Olympics – (spring activity with fourth grade) Year-end 5 th Grade Celebration (one day)	2 School Days 2 School Days
Grade 6	135	Fitness Run – Every Tuesday and Thursday for the first 20 minutes of each hour. Field Activity – One time a week	20 Minutes Every Hour 8:00 a.m. – 2:30 p.m.
Grade 7	135	Fitness Run – Every Tuesday and Thursday for the first 20 minutes of each hour Field Activity – One time a week	20 Minutes Every Hour 8:00 a.m. – 2:30 p.m.
Grade 8	135	Fitness Run – Every Tuesday and Thursday for the first 20 minutes of each hour Field Activity – One time a week	20 Minutes Every Hour 8:00 a.m. – 2:30 p.m.

EXHIBIT C

Arroyo Vista School K-8



School Fitness Route



School Use Area

Exhibit D

SAMLARC

Athletic Field Use and Allocation Policy



Athletic Field Use And Allocation Policy

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Athletic Field Use And Allocation Policy

I. Introduction

Rancho Santa Margarita Landscape and Recreation Corporation, hereinafter referred to as SAMLARC, coordinates and issues Permits for the use of athletic fields within parks in SAMLARC for cultural, social and recreational activities and programs.

The purpose of this policy is to outline procedures and allocation priorities for the permitted use of SAMLARC athletic fields within SAMLARC.

Athletic fields are allocated and permitted in two (2), six-month periods from January through July and from August through December, as availability allows. SAMLARC will monitor proper use of allocations and Permits. Priority will be given to SAMLARC-approved user groups and non-profit organizations. SAMLARC may charge to recover costs to operate, maintain, supervise, and administer the use of, parks and athletic facilities. Submission of an Application and Agreement Request does not constitute approval.

Requests for additional use or programs not covered by the Athletic Field Use and Allocation Policy should be addressed in writing to the SAMLARC Park Use and Sports Field Manager. The Park Use and Sports Field Manager or Community Executive Officer will interpret the Athletic Field Use and Allocation Policy. An appeal of any Park Use and Sports Field Manager decisions are covered in Section XI, Appeals Process.

A security deposit of \$500 and an Application and Agreement Request form is required to confirm field use time. If a security deposit is depleted, the league must pay the difference and replenish the \$500 within ten (10) working days or field privileges will be revoked until deposit is replenished. If funds are remaining, the deposit may be applied to the final invoice.

II. Statement of Philosophy

SAMLARC is dedicated to creating partnerships with local youth sports organizations that are SAMLARC resident based to ensure there is ample opportunity to participate in athletics at various ability levels. Our primary role in these partnerships is to provide athletic opportunities and to make certain our fields remain safe and of high quality. The permitting/allocation process is "first come first served" and provides an organization the exclusive use of a designated field to the exclusion of all others during the reserved time. The objective of this policy is to create clear and written procedures and allocation policies that:

1. Fairly distribute available fields;
2. Maximize playing time;
3. Incorporate "turf recovery periods" to maintain safe, quality fields;
4. Outline field use regulations; and
5. Leave open time available for unstructured Member use.

III. Definition of Terms

1. Non-Profit Status 501(c)(3)

To qualify as a non-profit user, the organization must meet all criteria as identified by the Internal Revenue Services (IRS). The organization must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates nonprofit 501(c)(3)



Athletic Field Use And Allocation Policy

- status and is required to submit 990 forms and other appropriate documentation, including but not limited to, financial records and tax returns demonstrating the non-profit status. Visit www.irs.gov for additional information on non-profit status.
2. Resident Percentage Status
Resident Percentage Status is important in determining an organization's Priority Group Classification. Resident Percentage Status will be determined from the group or organization's prior season's actual rosters (fall season for fall season, spring season for spring season). Team rosters, player addresses, picture ID, utility bills, report cards, school ID, etc. may be required by SAMLARC staff to verify residency status, and SAMLARC reserves the right to conduct random audits to establish residency. Teams will be required to have proper forms on hand to prove SAMLARC residency and must be prepared to provide documents to SAMLARC staff upon request.
 3. SAMLARC Resident
SAMLARC Resident is defined as persons living within SAMLARC boundaries.
 4. Youth Status
Youth status is defined as persons 19 years of age or under at the start date of Permit in accordance with national sports organization charter.

IV. Priority Group Classifications

An organization's Priority Group Classification determines their priority for field allocations (i.e. Group I has first priority for field allocations, Group II has second priority for field allocations, and so on). Priority use of fields will be given to traditional primary season sports and by Priority Group Classification. (See Section VI, Sport Season Priority.)

1. Group I:
Defined as SAMLARC Approved Events, Classes or Activities.
Approved Events, Classes or Activities as are approved by the SAMLARC Board of Directors.
2. Group II:
 - a. Saddleback Valley Unified School District (SVUSD) or Capistrano Valley Unified School District (CUSD) related programs
 - b. SVUSD and CUSD have priority use at SAMLARC Parks adjacent to elementary and junior high sites prior to 3:00 p.m. on weekdays
 - c. City of Rancho Santa Margarita Sponsored Events approved by the SAMLARC Board of Directors
3. Group III (A):
Defined as SAMLARC Approved youth, resident, volunteer, nonprofit 501(c)(3) organization with more than 50% SAMLARC residents conducting recreational (non-competitive) youth sports activities. The criteria for approval as a "SAMLARC Youth Organization Group III (A)" includes, but may not be limited to, the following:
 - a. Organization, or portions of the organization, must assign registrants to teams in an effort to make the teams in each division of equal playing experience and talent rather than grouping teams based solely on talent levels. Organizations must be recreational in nature and have an "everyone plays, no child is turned away" philosophy requiring that each participant plays in games for a significant period of time.
 - b. League must consist of multiple teams in each division with a boundary map identifying the service area and the criteria for participant registration.



Athletic Field Use And Allocation Policy

- c. Organizations must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates they are in current status as nonprofit 501(c)(3) certified organization.
 - d. Organizations must maintain an affiliation with a national or state sport governing body. Those national or state bodies must have governance over the organization, including all requirements for training per each league's manual, background checks, and disciplinary actions.
 - e. Organizations must have a Charter and a non-paid Board of Directors.
 - f. Organization must be volunteer based; no paid coaching.
 - g. Organization must submit player rosters showing proof of residency.
 - h. Calendar of Organization events (listing dates for signups, player evaluations, start of practices, opening day, start of regular season games, playoffs, start of All Stars practices, tournaments, camps etc.).
 - i. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use and all requests related to use of SAMLARC facilities.
4. Group III (B):
SAMLARC Approved Youth, resident, volunteer, nonprofit 501(c)(3) organization with 49% or less SAMLARC residents conducting recreational (non-competitive) youth sports activities. The criteria for approval as a "SAMLARC Youth Organization Group III (B)" includes, but may not be limited to, the following:
- a. Organization, or portions of the organization, must assign registrants to teams in an effort to make the teams in each division of equal playing experience and talent rather than grouping teams based on talent levels. Organizations must be recreational in nature and have an "everyone plays, no child is turned away" philosophy requiring that each participant plays in games for a significant period of time.
 - b. League must consist of multiple teams in each division with a boundary map identifying the service area and the criteria for participant registration.
 - c. Organizations must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates they are in current status as nonprofit 501(c)(3) certified organization.
 - d. Organizations must maintain an affiliation with a national or state sport governing body. Those national or state bodies must have governance over the organization, including all requirements for training per each league's manual, background checks and disciplinary actions.
 - e. Organizations must have a Charter and a non-paid Board of Directors.
 - f. Organization must be volunteer based; no paid coaching.
 - g. Organization must submit player rosters showing proof of residency.
 - h. Calendar of Organization events (listing dates for signups, player evaluations, start of practices, opening day, start of regular season games, playoffs, start of All Stars practices, tournaments, camps etc.).
 - i. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use, and all requests related to use of SAMLARC facilities.



Athletic Field Use And Allocation Policy

5. Group IV (A):

SAMLARC Approved adult, resident, nonprofit sports leagues and organizations conducting sports activities. An example would be AYSO Adult Soccer and Rancho Santa Margarita Arena Soccer.

- a. Organization's entire league enrollment must consist of 50% or greater SAMLARC residents.
- b. League must consist of multiple teams in each division and have a boundary map that identifies the service area and the criteria for participant registration.
- c. Organizations must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates a current nonprofit 501(c)(3) status certificate.
- d. Organizations must have a Charter and a non-paid Board of Directors.
- e. Organization must be volunteer based; no paid coaching.
- f. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use and all requests related to use of SAMLARC facilities.
- g. Organization must submit player rosters showing proof of residency.
- h. Calendar of Organization events (listing dates for signups, player evaluations, start of practices, opening day, start of regular season games, playoffs, start of All Stars practices, tournaments, camps etc.)

6. Group IV (B):

SAMLARC Approved Youth, resident, with at least 30% SAMLARC residents, volunteer, nonprofit 501(c)(3) competitive leagues conducting youth sports activities. An example would be OC Bears Baseball Club. The criteria for approval as a "SAMLARC Youth Organization Group IV (B)" includes, but may not be limited to, the following:

- a. League must consist of multiple teams in each division with a boundary map that identifies the service area and the criteria for participant registration.
- b. Competitive leagues are defined as have try outs and not every player is accepted into the program.
- c. Organizations must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates a current nonprofit 501(c)(3) status certificate.
- d. Organizations must maintain an affiliation with a national or state sport governing body. Those national or state bodies must have governance over the organization, including all requirements for training per each league's manual, background checks and disciplinary actions.
- e. Organizations must have a Charter and a non-paid Board of Directors.
- f. Organization must be volunteer based; no paid coaching.
- g. Organization must submit Player rosters showing proof of residency.
- h. An organization must submit a calendar of events (listing dates for signups, player evaluations, start of practices, opening day, start of regular season games, playoffs, start of All Stars practices, tournaments, camps etc.).
- i. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use and all requests related to use of SAMLARC facilities.

NOTE: Organizations that have both recreational and competitive teams will be assigned status based upon the nature of play. Recreational and Advanced



Athletic Field Use And Allocation Policy

Placement teams will have Group III user status and competitive (select/travel) teams in that organization will have Group III status.

7. Group IV (C):
SAMLARC Approved Youth resident with at least 30% SAMLARC residents for profit competitive leagues conducting youth sports activities. An example would be OC Rebels Lacrosse. The criteria for approval as a "SAMLARC Youth Organization Group IV (C)" includes, but may not be limited to, the following:
 - a. League must consist of multiple teams in each division with a boundary map that identifies the service area and the criteria for participant registration.
 - b. Organizations must maintain an affiliation with a national or state sport governing body. Those national or state bodies must have governance over the organization, including all requirements for training per each league's manual, background checks and disciplinary actions.
 - c. Organization must submit Player rosters showing proof of residency.
 - d. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use and all requests related to use of SAMLARC facilities.
8. Group V:
SAMLARC Resident, one time use, private party, neighborhood oriented activities closed to the public. A SAMLARC resident is defined as someone who lives in the SAMLARC Membership boundaries.
9. Group VI (A):
Nonprofit, Non-Sports, Local Service Organization - Includes, but not limited to, organizations such as Chamber of Commerce, American Cancer Society, and Boy Scouts/Girl Scouts, school PTA's.
10. Group VI (B):
Non Profit out of Area Service Organization - Any other nonprofit that is not local to Rancho Santa Margarita area.
11. Group VII:
Commercial or Corporate Events - Local companies wanting to have a company event, picnic, softball game. An example would be PADI Americas doing a company softball game, or Applied Medical for a team building event and picnic.

V. Process for Obtaining/Maintaining Permits

Requests to use SAMLARC athletic fields are made through the SAMLARC Park Use and Sports Field Manager located at 22342A Avenida Empresa, Suite 102A, Rancho Santa Margarita, CA 92688. Any group of ten (10) or more individuals that wishes to utilize an athletic field must complete all applicable forms and documents.

Athletic fields are allocated and permitted in two (2), six (6)-month periods from January through July and from August through December, as availability allows. Each organization is required to sign and submit the following documents (available from the Park Use and Sports Field Manager) by the first week of August for the January 1 – July 30 use period, and by the first week of April for the August 1 – January 31 use period:

1. Application and Agreement Request of Use for SAMLARC Athletic Fields.
2. Field User Information Sheet.
3. Athletic Field Use Rules and Regulations.



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4. Public Liability and Property Damage Insurance in an amount no less than \$1,000,000 per occurrence, naming SAMLARC and First Service Residential LLC as Additionally Insured.
5. Hold Harmless and Indemnity Agreement.
6. A current list of Board of Directors with current contact information.
7. Player rosters showing proof of residency; and,
8. Nonprofit groups must also supply an IRS 990 or 990EX form or other documents showing nonprofit status.

Permits will be issued according to Priority Group Classifications. Submittal of documents does not constitute approval. Every effort will be made to accommodate user group's request for use of fields. Deadlines must be met or field Permits may be denied.

Separate Permits are required for:

1. Concessions
2. Amplified Sound
3. Picnic Shelter
 - a. League Splits and New Leagues - New Leagues or organizations planning to apply for Group III status, or leagues anticipating a split to form a new league, must submit to the Park Use and Sports Field Manager, six (6) months prior to the estimated starting date. Criteria for New league as follows:
 - i. Application and Agreement Request for Use for SAMLARC Athletic Field.
 - ii. Submit League Governing Documents.
 - iii. Player roster identifying local residents.
 - iv. Names and addresses of Board of Directors (if applicable) with current contact information.
 - v. Documentation of affiliation with a national, state or local sport's governing body.
 - vi. Letter of Determination or Letter of Affirmation from the IRS, including a copy of the league's current financial statements on file (IRS Form 990 or 990EX) that demonstrate the organization's nonprofit 501(c)(3) status, if asking for non-profit status.

It will take six (6) months to determine if facilities are available and what the impact of a new league will have on facilities. Staff will review the application of an organization applying as a new league for a higher priority classification, or an organization applying for Group III status, in November and May of each year. Submittal of the Application does not guarantee that an organization will be allocated fields.

If a current Group III organization does split up, both organizations must submit required documentation listed above, with current official rosters, to the Park Use and Sports Field Manager six (6) months prior to anticipated split. These current rosters will be compared to the previous season's rosters in order to accurately allocate fields based on necessity.



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A change in the organization's name, parent or affiliated national, state, regional or local organization (provided the former organization's name is not also being used), may not constitute it as a new organization or user and SAMLARC must be notified of any such name changes. If the organization provides bona fide materials to the Park Use and Sports Field Manager that demonstrates only a name change, and the makeup of the organization stays the same, then the organization shall not be considered new.

An organization choosing to expand its league with a new section and with a different name, must submit materials that prove the new section is part of the same nonprofit number, has the same insurance carrier, and is governed by the same Board of Directors and Bylaws. Failure to notify the Park Use and Sports Field Manager of changes in an organization could result in forfeitures of fields.

Submittal of documents does not constitute approval. Every effort will be made to accommodate user group's requests for use of fields. The Park Use and Sports Field Manager may at any time declare a moratorium on league splits or new leagues based on field availability or field conditions.

b. Permit Cancellation

Permits may be cancelled and/or rescheduled. Permits cancelled by SAMLARC, or due to inclement weather, may be rescheduled as availability allows, or may be refunded in full. Permits cancelled by the user at least five (5) working days prior to the event will be refunded. SAMLARC may cancel or re-assign use of SAMLARC fields for any of the following:

- i. SAMLARC begins renovations involving any of the facilities.
- ii. When the health and safety of participants are threatened due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, maintenance issues, lightening and earthquakes.
- iii. Non-adherence to Athletic Field Use and Allocation Policy or SAMLARC Policies and Guidelines or Athletic Field Use Rules and Regulations.
- iv. Special Events hosted by the SAMLARC throughout the year.

c. Field Exchange, Sublease, Non-Use - Users may not transfer, assign, sell, exchange or sublease fields under any circumstance. Transfer, assignment, sale, exchange or sublease of fields will result in revocation of Permits for all parties involved. Any organization that has been permitted to use a field and determines that they will not need to use it shall notify SAMLARC. Non-use of field for a total of three times may also result in revocation of the Permit of the allocated field. All user Groups III – VII may be billed for fields/parks that they have reserved and have not used.

d. Disciplinary Action for Field Policy Violations – There are two types of violations. Maintenance and Misuse defined as follows (if a league is in violation, monies may be deducted from their security deposit):

Maintenance Violations to include, but are not limited to:

- i. After permitted use the organization fails to clean up and/or leaves trash and litter on the premises.
- ii. Damage caused to fields and or facilities as a result of use.
- iii. Use of field lights without Permit approval.



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In the event of a maintenance violation, SAMLARC will correct the violation and assess a fee against the organization for the cost to SAMLARC of correction and/or repair to come from the security deposit provided by the Permit Holder. In the event the cost to SAMLARC exceeds the security deposit amount, the Permit Holder will be billed for the additional funds, and have thirty days in which to reimburse SAMLARC for the costs incurred to SAMLARC. Failure to do so will automatically revoke and terminate the Permit.

It is recommended that Permit Holders take and send photographs to the Park Use and Sports Field Manager following each use to confirm the condition of each field following use.

Misuse Violations to include, but are not limited to:

- i. Use of field that has been closed due to inclement weather or for safety or maintenance reasons.
- ii. Failure to adhere to the conditions of the Permit, i.e., starting before or ending after approved time indicated on Permit; amplified sound without an approved Permit; use of fields not approved on the Permit; use of field lights without Permit approval, etc.
- iii. Permitted User #1 allowed non-permitted User #2 to use their permitted field without SAMLARC approval. In this case both users would be in violation.
- iv. Failure to return unscheduled fields to the "inventory of fields" held by SAMLARC.
- v. Driving vehicles on fields without written approval noted on Permit.
- vi. Adding additional fields (either adding to outside boundary or splitting a field within boundaries to create more than two additional fields) to site without written approval.
- vii. Damage to fields from misuse.

SAMLARC utilizes a "three-offense" policy for Misuse violations of Field Use Allocation Policy that occur within one calendar year of first offense. Offenses are defined as follows:

- i. First Offense:
 - ii. Verbal and written warning to the user group/individual and restitution for damages/costs, if applicable.
- iii. Second Offense:
 - iv. Verbal and written notice of three-day suspension of all field use and facility use, and restitution for damages/costs, if applicable.
- v. Third Offense:
 - vi. Verbal and written notice of termination of all existing Permits, loss of future rental/allocation privileges and restitution for damages/costs, if applicable.

The Park Use and Sports Field Manager shall have authority to determine and issue all violations and implement and manage the violation process.



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VI. **Field Allocation Process**

Allocation of fields will follow the guidelines of this document. These allocations are not intended to interrupt the field assignments for teams and/or organizations during the course of a season that has already started.

A. Sport Season Priority (Exhibit A)

1. A sport in its traditional season will have priority field use over an out-of-season sport.
2. Spring sports (baseball, softball, tennis) have priority in the spring.
3. Fall sports (soccer, football, tennis, lacrosse, basketball) have priority in the fall.
4. Summer (swim team).

B. Additional Considerations

Fields will be allocated by Priority Group Classification.

1. Fields will be allocated to teams/organizations based on percentage of verifiable total local residents in relation to all teams in that Priority Group Classification.
2. SAMLARC will attempt to accommodate emerging sports that fall within the Group III category.
3. Verification of local residency will be established by providing such documentation requested by SAMLARC including team rosters, player addresses, picture ID, utility bill, report cards, school identification, etc. SAMLARC reserves the right to conduct random audits to establish residency. Teams will be required to have proper forms on hand to prove SAMLARC residency and must be prepared to provide documents to the Park Use and Sports Field Manager upon request.
4. With regard to sports that play year-round (with a primary and off-season play), the primary season of each sport will determine whether the field is considered a baseball/softball or a soccer/football field on multiple use sites.
5. In an effort to provide balanced sports opportunities on athletic fields, the Park Use and Sports Field Manager has the authority to limit exclusive use at athletic facilities and to make minor changes to group priorities, if deemed necessary. Minor changes include, but are not limited to, changes in date and time for a particular field use to allow for a one time use request. (An example could be for Back to School Night at Tijeras Creek Park.) Allocation requests during off-season play will be reviewed after allocations are granted for the primary season sports.
6. Teams and organizations are required to provide schedules to show that all of the allocated fields are being utilized. If an allocated field(s) is not utilized by the designated organization/teams a total of three times during a season or reserved period of use, the field(s) will be reassigned. Teams/organizations will be notified by SAMLARC staff when it has been determined that a field(s) is (are) not being used (and prior to the reassignment).
7. In addition to the fields being reassigned, lack of use of the field may also result in the revocation of the Permit for the allocated fields. The team or organization will be billed and the fields will be reassigned.
8. SAMLARC reserves the right to cancel an allocation to accommodate the needs of any SAMLARC Approved Events.
9. A field Use Permit (authorizing use of SAMLARC fields) will be issued after all requirements have been met. A request for field use does not constitute approval.



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10. All field users must have a copy of their Permit available for inspection by SAMLARC staff.
11. Requests for additional use, programs or facilities not covered by Athletic Field Use and Allocation Policy should be addressed in writing to the Park Use and Sports Field Manager.
12. The first Sunday of each month shall be designated as Community Park Day, and Permits will not be issued for organized play, *with the exception of Cañada Vista, Tijeras Creek, and Trabuco Mesa Sports Parks*. For all other parks, this time is to be open for general community use. Exceptions would be made for League scheduled Tournaments or Playoffs.

VII. **Fees**

All fees are per hour, per field unless otherwise noted. Fees may be waived at the discretion of SAMLARC Board of Directors. (Based on Board approval.)

1. Fee Payment for Permits

For groups who are assessed a use fee, payment of 10% of the total use fee is required a minimum of ten (10) working days prior to the approved use. Continuous monthly usage will be invoiced at the end of each month of usage and payment *must be received prior to due date*. A maintenance fee may be required by SAMLARC to maintain and/or repair athletic fields. Full payment is required at least 10 working days prior to one-day use or special events.

2. Security Deposit

A security deposit of \$500 will be required and an Application and Agreement Request form is required to confirm field use time. The security deposit shall be used to reimburse SAMLARC for expenses incurred to SAMLARC as a result of Permit Holder's use and/or, if necessary, reimburse SAMLARC for any unpaid use fees and violations. If a security deposit is depleted, the league must pay the difference and replenish the \$500 within ten (10) working days or field privileges will be revoked until deposit is replenished. If funds are remaining, the deposit may be applied to the final invoice.

VIII. **Tournaments/Camps**

All general rules and reservation procedures as specified in the Field Use and Allocation Policy are applicable during tournaments and camps. Additional provisions for tournaments are stated in this section.

Tournament applicants must complete an Application and Agreement Request, sign the Athletic Field Use Rules and Regulations and review the Tournament Orientation Checklist with SAMLARC staff at least 30 days prior to the tournament date. The Application and Agreement Request form, Athletic Field Use Rules and Regulations and Tournament Orientation Checklist are available through the Park Use and Sports Field Manager. Submission of these forms does not constitute approval. Approval is given according to this policy, after deposits and fees are paid and when a Permit is issued. Tournament applicants must receive SAMLARC approval to sell food, use food trucks or use a concession stand and/or barbeque on SAMLARC property. This approval must be noted on the Use Permit prior to use.

Tournaments canceled by SAMLARC, or due to inclement weather, may be rescheduled as availability allows, or may be refunded in full. Tournament Permits cancelled by the user at



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least 5 working days prior to the event will be refunded. No refunds will be issued if the tournament is cancelled with fewer than 2 working days' notice.

Game times and field use must follow all policies outlined in the Athletic Field Use and Allocation Policy and all Athletic Field Use Rules and Regulations.

In addition to the Athletic Field Use and Allocation Policy and all Athletic Field Use Rules and Regulations, the following guidelines apply to the use of SAMLARC outdoor park facilities by day camp providers for youth recreation-level programs:

1. Only the park areas specified in the Park Use Permit may be used.
2. While all effort will be made by SAMLARC to schedule park maintenance around the Permit Holder use, any maintenance activities that must be scheduled at a particular park area, at a particular time, have precedence over the Permit Holder's use.
3. Use of restrooms located on the Permitted Park is allowed. Restroom will be open for use.
4. Modifications to any of the park fields, tables, turf, or any other area are not authorized.
5. Temporary day-camp equipment used - cones, markers, table cloths, bats, balls, etc. must be properly stored when not in use, and removed from the park at the end of the day.
6. Permit Holder must provide attendance data each week detailing ages and residency.

For Inclement Weather closures during organizations' tournaments, camps and other large scale events, please see Inclement Weather Policy under Section X.

SAMLARC reserves the right to have a tournament reviewed by other SAMLARC departments to minimize the impact on neighbors, fields, parking, traffic, etc. SAMLARC also reserves the right to deny a tournament based on field availability, rest and renovation schedules, and staffing levels.

IX. Maintenance Issues

SAMLARC requests that individuals and groups refrain from, or limit their use of, heavy traffic areas during practices, regardless of weather, to assist in providing the best field conditions possible, i.e., goal areas, pitching areas, etc. Any users failing to comply with this policy or established guidelines or notification to refrain from use requests for field closures are subject to pay damages or costs occurring to the facility and the termination of Field Use Permit.

1. Rest and Renovation (Exhibit A – Page 23)

An annual rest and renovation program is scheduled at all sites to maintain field sustainability. In addition, SAMLARC may close fields as needed to perform maintenance activities. SAMLARC attempts to be flexible in accommodating user groups but ultimately, the health and safety of the user and the condition and playability of the fields take priority. This may require the closure of fields or facilities, denial of use of a field, and/or making alternate sites available for athletic use. No organization/team shall play on fields closed for renovation or repair.

2. Turf Preservation

Cooperation from user groups is needed for the preservation of the turf on SAMLARC fields by following these guidelines:



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- a. Field use, especially practices, should be conducted in such a way that the action takes place on different selections of turf, thus reducing excessive turf damage in one area. Organizations should rotate use of areas and, when possible, stay off fringe or bare areas to limit erosion and further damage.
 - b. Turf divots should be replaced at end of each day to help re-root grass.
 - c. Tarps or material that may damage the grass may not be placed on the turf. Any turf coverings used must be made of a breathable material.
 - d. Do not use fields during or after a heavy rain, or when fields are wet or muddy - see Inclement Weather Guidelines.
 - e. Soccer/football practices are NOT to be held on the infield area of a softball or baseball diamond.
 - f. Remove all equipment at the conclusion of each day.
 - g. Do not overcrowd fields by scheduling multiple games in areas reserved.
 - h. Allow distance between fields for safe passage of spectators and participants.
 - i. Report hazards to the Lago Santa Margarita Beach Club at 949-858-1390.
 - j. Report immediate emergencies (broken water lines, gushing sprinkler heads, etc.) to the Lago Santa Margarita Beach Club at 949-858-1390. When calling, be prepared to fully identify yourself, your location (park/field), and the specific nature of the emergency so that staff can notify the appropriate contractor.
 - k. Vehicles are not allowed on SAMLARC fields or property, other than parking lots, without written approval. No vehicles are allowed on the park facilities during active and/or league play.
3. Athletic Field Lining/Marking
- a. The Permit Holder must supply its own field prepping equipment.
 - b. Lining of SAMLARC fields is prohibited unless approved by SAMLARC and noted on Field Permit. Line colors must be approved by SAMLARC.
 - c. Burning lines on SAMLARC fields is prohibited.
 - d. Any user failing to comply with established guidelines and notification requests is subject to pay for all damages occurring to the facility and termination of Field Use Permit.
4. Field and Facility Closures
- Fields and facilities may be closed at the discretion of the Park Use and Sports Field Manager and/or its designated representatives. Closures are kept to a minimum when fields and facilities remain in a playable condition. Priority is given to maintenance needs, rest and renovation periods, and sustainability for all SAMLARC fields. SAMLARC may close fields or facilities when SAMLARC engages in renovations involving any of the fields or facilities or when the health and safety of participants is threatened, due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, maintenance issues, lightning, and earthquakes.
5. Field Modifications
- Requests to modify, resize or add multiple-use fields, or make improvements to a SAMLARC field shall be submitted with conceptual drawings to the SAMLARC Park Use and Sports Field Manager and presented to the Landscape Facilities and Enhancement Committee for a recommendation to the SAMLARC Board of Directors. The SAMLARC Board of Directors' decision is final. Users may not modify a field that is being used by



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more than two organizations/teams without approval noted on request from each group president or without provision being made for use of another field(s) through SAMLARC. NOTE: Fields may not be split into more than two without written permission from the Park Use and Sports Field Manager and noted on Permit. Should the Park Use and Sports Field Manager deem it necessary, due to extenuating circumstances, fields may be temporarily split more than twice. (Short sided games in U5-U6 may be split to fill the turf areas as needed.)

6. Inclement Weather Guidelines

The purpose of this section is to guide the use of athletic fields to prevent injuries and damage to the playing surface brought upon by inclement weather and/or unsafe playing conditions. An effective field maintenance program is essential for safe, quality fields and sport complexes. User groups are asked to help by accepting and adhering to these rules. Groups who use the athletic facilities are expected to assist in protecting its participants and fields during periods of rain or inclement weather.

SAMLARC reserves the right to cancel or suspend Field Use Permits when field conditions could result in injury to players, or cause damage to the fields. Permits may also be cancelled when the health and safety of participants is threatened, due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, maintenance issues, lightning, and earthquakes.

Procedure - During inclement weather, SAMLARC's staff will assess the playability of all SAMLARC fields to determine if use will occur. The Park Use and Sports Field Manager or designated representative shall have the authority to close any/all fields within SAMLARC.

a. Criteria for Establishing Field Playability

The following information is SAMLARC's policy regarding the use of fields in wet condition. These policies and procedures apply to all sports and activities conducted on a grass field, turf area, or infield:

b. Baseball and Softball Infields – Brick Dust

Infield will be deemed unsafe and unplayable when any of the following conditions are present:

- i. There is standing water within the base paths.
- ii. Your feet slip as you walk through the infield.
- iii. The depth of your footprint is greater than one inch.
- iv. Any of the above conditions are present within the pitching area.

c. Soccer, Utility, Baseball and Softball Outfields – Turf

Outfields and turf areas will be deemed unsafe and unplayable when any of the following conditions are present:

- i. There is standing water within the majority of a single playing position. Playing positions will be determined based on the user group.
- ii. Your feet suction to the ground as you walk within the majority of a single playing position. Playing positions will be determined based on the user group.
- iii. Your footprints fill with water in the majority of a single playing position.
- iv. The depth of your footprint is greater than two inches in the majority of a single playing position.
- v. Grass can be easily dislodged from the fields during play.



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The following procedures are to be followed regarding the use of fields when there has been rain, over-watering, or other serious conditions:

- a. If it has rained within the preceding 24 hours, groups scheduled to use SAMLARC fields must call the Mudline at 949-448-6217, or visit the SAMLARC website at www.samlarc.org. The Mudline is designed to relay same-day information regarding field closures and playability, except in the case of extreme conditions or scheduled maintenance. The Mudline message will be updated by 2:30 p.m. Monday – Friday and by 7:30 a.m. Saturday and Sunday. SAMLARC personnel will make the determination of field conditions/closures. Decisions are not negotiable.
- b. SAMLARC may declare a field subject to “re-inspect.” Re-inspect fields should be evaluated by the user group at practice/game time for playability. The user group must employ the playability criteria used by SAMLARC staff and outlined above.
- c. In the event that the Mudline has not been updated or is unavailable, user groups are expected to make educated, responsible decisions regarding field condition playability. The groups should employ the playability criteria used by SAMLARC staff (as outlined above) and take into consideration the current and future quality of the turf.
- d. Groups witnessing misuse of fields by other scheduled or unscheduled users are advised to contact the Orange County Sheriff Department (949) 770-6011.
- e. Failure to follow these guidelines will result in cancellation of existing Permit(s) and/or loss of rental/allocation privileges, and/or a strike against the organization.
NOTE: Fields will be inspected by SAMLARC staff for misuse during inclement weather.

X. Appeals Process

A right of grievance or appeal process shall be determined by the Board of Directors at the time of need.

XI. Other Information

1. Concession Stand and Barbeque Use

Snack Bar facilities, where available will be permitted to Priority Group III leagues. All organizations using a Park or Sports Field or hosting an event utilizing a concession stand and/or barbeque must receive SAMLARC approval. Permitted use of a concession stand will be included in the Use Permit. Groups VI, VII, as part of their Special Park Activity need to apply for a Concession Stand Permit.

Personal, portable barbeques utilizing propane or similar type gas canisters for the fuel source are allowed only at Tijeras Creek Park and Trabuco Mesa Park, at locations adjacent to concession stand.

Use of a concession stand must be specifically authorized in writing in a Concession Stand Use Permit for the date, time, and place (DTP) specified in the Park Use Permit. Such Permits will be issued only to a nonprofit organization for fund-raising purposes. If an organization wants to use a concession stand (permanent or temporary), they must obtain a Concession Stand Use Permit from the Park Use and Sports Field Manager.



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Use of permanent or temporary concession stand at SAMLARC parks and sports fields is not allowed unless specifically authorized by SAMLARC through a Concession Permit. If such a Permit is granted, use must be in accordance with the following guidelines:

Permanent Concession

Currently there are only two (2) permanent concession stands, Tijeras Creek Park and Trabuco Mesa Park. The Concession building at Trabuco Mesa Park is owned by Rancho Trabuco Girls Softball.

- a. The concession stand may only be used for the day, time and place (DTP) set forth in the Permit.
- b. Keys to the concession stand are available from the Park Use and Sports Field Manager.
- c. If the concession stand is jointly used, or has been used by another Permit holder, coordination of turnover must be accomplished between organizations. This includes, but is not limited to, exchanging keys, disposition of food items, sharing of appliances, trash removal, etc.
- d. There is no access allowed to other locked or secured recreation building areas.
- e. Shells from seeded products and all other trash is the responsibility of the Permit Holder to manage and mitigate.
- f. Use of appliances in the concession stand is authorized. However, appliances may not exceed the available amperage.
- g. A vehicle may be used to transport food or equipment to stock the concession stand providing that:
 - i. Vehicle and driver are licensed and insured.
 - ii. Vehicle to drive no faster than walking speed.
 - iii. Vehicle to remain on ingress and egress walkways or access paths. In no case should a vehicle traverse the park via the turf areas.
 - iv. Vehicle may stay only long enough to load or unload.
 - v. This should not take place during active use of the Sports Fields.
- h. Other concessionaires are not authorized to be on the park other than those specifically authorized by the Permit.
- i. Pre-packaged food and beverages may be served. Unpackaged food or beverages shall only be prepared, assembled, processed, displayed, or served if they meet the requirements of: County of Orange, Health Care Agency, and Environmental Health Standard Operation Procedure – Requirements for Commercial Temporary Food Facilities and any local City of Rancho Santa Margarita code or policy that may apply. Compliance with these requirements is the responsibility of the Permit Holder.
- j. Power outlets inside the concession stand are available for use. However, loading wattage must be observed for outlets as there will be no access to circuit breakers in any maintenance building if breakers overload. If power cord extensions are necessary, all cabling must be secured in a safe manner, so as not to cause a safety hazard for users.
- k. Use of Permit Holder's own appliances is allowed provided they:
 - i. Do not use more power than the amperage rating of power outlets; and
 - ii. Appliances are UL approved.



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- i. Use of portable barbecues is permitted, only at Trabuco Mesa and Tijeras Creek Parks, and only under certain circumstances. These circumstances are:
 - i. On Opening Days, Saturday and Sunday games, and season-end approved tournaments.
 - ii. Propane tanks are acceptable.
 - iii. Equipment must be UL approved.
 - iv. Flammable liquid starting methods may not be used. Self-starting or electric starters only are to be used.
 - v. Barbecues must be placed outdoors. If placed on concrete, some type of barrier is to be used to keep waste off the concrete.
 - vi. While in use, barbecue must be attended by authorized organization adult(s) at all times.
 - vii. Barbeque must be secured and locked in a safe storage area (e.g. concession stand or storage bin.)
- m. The concession area must be kept clean and safe at all times during use.
- n. Inventory and equipment items may be left overnight during ongoing permitted use providing concession stand is securely locked. Any theft, vandalism, injury, food spoilage, etc., is the responsibility of the Permit holder.
- o. At the conclusion of each day's use and final use, the concession stand and area must be left in the same condition as received. Acceptable concession Stand conditions include, but are not limited to, the following:
 - i. Food or trash on floor or work surfaces is not permitted.
 - ii. All work surfaces are to be cleaned at the end of each day.
 - iii. All appliances must be disconnected, cleaned, and securely stored.
- p. When stocking the concession stand, no packaging may be placed in trash cans reserved for resident use. All packaging must be broken down and dispose of off-site or in approved dumpster.

Temporary Concession Stand

- a. A temporary concession stand may only be used for the day, time and place set forth in the Permit.
- b. A temporary concession stand may consist of a booth-type, portable concession stand, or moveable trailer or food-stand type vehicle. Trailer or food-stand type vehicles must be insured and licensed by appropriate state agencies. Temporary concession stand must be approved by the Park Use and Sports Field Manager.
- c. Shells from seeded products and all other trash is the responsibility of the Permit Holder to manage and mitigate.
- d. A vehicle may be used to transport food or equipment to stock the concession stand providing that:
 - i. Vehicle and driver are licensed and insured.
 - ii. Vehicle to drive no faster than walking speed.
 - iii. Vehicle to remain on ingress and egress walkways or access paths. In no case should a vehicle traverse the park via the turf areas.
 - iv. Vehicle may stay only long enough to load or unload.
- e. A temporary concession stand may be left overnight if the Permit allows and the Permit Holder makes provisions for public safety and security. Theft, vandalism,



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- or injury is the responsibility of the Permit Holder. In no case may any food, appliances, utensils, or any other unsecured items be left overnight.
- f. Concessionaires are not authorized to be on the park other than those specifically authorized by the Permit or Special Park Use Permit.
 - g. Pre-packaged food and beverages may be served. Unpackaged food or beverages shall only be prepared, assembled, processed, displayed, or served if they meet the requirements of County of Orange, Health Care Agency, Environmental Health, Standard Operation Procedure – Requirements for Commercial Temporary Food Facilities and any city of Rancho Santa Margarita code or policy that may apply. Compliance with these requirements is the responsibility of the Permit holder.
 - h. Use of the available park barbeques is permitted by operators of Temporary Concession Stand. No Portable barbeques are allowed. Use of the on-site barbeques should be in accordance with following guidelines:
 - i. The barbecue closest to the Temporary Concession Stand must be used.
 - ii. While starting and in use, barbecue must be attended by authorized organization adult(s) at all times.
 - iii. Barbeques must be used in a safe and secure manner at all times.
 - iv. When finished each day, coals must be thoroughly extinguished, wet down, and safely disposed of offsite.
 - i. Use of one (1) external power generator is allowed provided it meets all applicable codes, ordinances and regulations for noise and safety regulations.
 - j. All equipment must be completely removed from the Park once the authorized time specified in the Permit has elapsed.
 - k. When stocking the concession no packaging may be placed in trash cans reserved for resident use. All packaging must be broken down and dispose of offsite or in approved dumpster.
2. Vendors and Concessions
- a. User groups operating concession stand, are considered first party vendors. However food sales must meet Orange County Health Department codes and requirements. As a condition of field use, insurance requirements must be met. User groups operating concessions must receive SAMLARC approval for concession operations and have permission noted on their Permit.
 - b. Outside companies are considered secondary party vendors and are allowed at tournaments and special events only. Secondary party vendors are allowed only if under contract with a user group. Secondary party vendors are required to furnish a certificate of Commercial General Liability Insurance with coverage no less than \$1,000,000 per occurrence. "Product Liability" coverage should be included and, SAMLARC and First Service Residential LLC must be listed as "Additionally Insured."
 - c. All second party vendor food preparations and sales have to meet Orange County Health Department codes and requirements. Vendor information, and certificate of insurance must be submitted to SAMLARC no later than two weeks days prior to the event.
3. Traffic and Parking



Athletic Field Use And Allocation Policy

User groups must inform their participants and spectators to park in facility parking lots and public parking areas. If needed, user groups should post directional signs to assist participants and spectators to appropriate parking areas. When traffic and/or parking are an issue, or during post-season tournament play, the user group or organization must provide volunteers to direct participants and spectators to designated parking areas. It is the user's responsibility to alleviate traffic and parking issues. No vehicles are allowed on SAMLARC fields or property, other than parking lots without written approval. No vehicles are allowed on the park facilities during active and/or league play. Sports league parking is not permitted on residential streets in front of homes.

4. Banners/Signage/Advertisement

- a. A separate and specific Banner Policy is available at the Lago Santa Margarita Beach Club. Banner Permit Request Forms are also available at the Lago Santa Margarita Beach Club.
- b. The following outlines the guidelines for placing banners on SAMLARC sports field facilities for the purpose of allowing sports leagues to benefit by raising revenue from sponsorships, announcing upcoming league events, and proclaiming league titles received.
- c. For placement of league announcement information in locations other than at sports fields, refer to SAMLARC General Banner Policy.
- d. Sports field facilities that allow use of banners are: Tijeras Creek Park, Cañada Vista Park, Arroyo Vista Park, and Trabuco Mesa Park. Banners are not allowed at the remaining SAMLARC parks.

5. General - The intent of this guideline is as follows:

- a. Allow leagues to install banners at approved locations allowing leagues a way to raise funds, make announcements, and proclaim league successes.
- b. Sponsorship banners may remain until current season ends and league championship banners may remain indefinitely as long as they are in good condition.
- c. To expose the banners to the pedestrian traffic in the facility and to those watching games.
- d. Banners shall not exceed 24 square feet.
- e. Banners may not be placed earlier than February 1, for the spring season and must be removed upon completion of the end of season's tournaments, or July 30th. New or renewed banners may be put up September 1 for the fall season and must be removed by December 1.
- f. Registration Banners shall be consistent with the SAMLARC Temporary Banner Policy. Only one registration banner is allowed per park at the park where play will take place and removed once registration has concluded. Time allowed will be 10 days.
- g. Banner(s) may not block or obstruct irrigation.
- h. All banners must be in good repair. All 4 corners must secure to the fence via zip ties.
- i. Banners should be limited to a white background, and limited to printed words and logo.
- i. Specific Use and Placement of Banners (see Exhibit B page 25)



Athletic Field Use And Allocation Policy

- ii. Use and placement of banners at each of the four sports fields follow the general intent outlined in 1 above. However, because all of the fields are of different design and layout, separate guidelines for each are be outlined in Exhibit B.
6. Sports Field Lights
 - a. Portable lights are not allowed at any SAMLARC Park.
 - b. Tijeras Creek and Cañada Vista parks have sports field lighting and are the only parks where lighting is allowed.
 - c. Sports field lights may only be operated in conjunction with a Use Permit.
 - d. Lights are set to turn on half hour before dusk.
 - e. Lights are set to turn off at 10:00 p.m.
 - f. Leagues to provide Park Use and Sports Field Manager with a list of authorized league personnel to turn off lights early.
 - g. Games must end no later than 9:45 p.m.
 - h. Lights are not to be left on if the field is not being used.
7. Insurance
 - a. The Permit Holder shall provide evidence of Commercial General Liability insurance coverage in the form of a certificate of insurance (ACORD form 25-S or the equivalent) at limits of no less than \$1,000,000 per occurrence subject to an annual aggregate limit of \$2,000,000. Products and Completed Operations coverage at comparable limits must be included. An endorsement to the policy naming SAMLARC, its officers, directors and agents as an additional insured. Said policy shall be primary and non-contributory as to any SAMLARC owned policies of insurance; and said policy shall provide for thirty (30) days written notice to SAMLARC of cancellation, termination and/or non-renewal. Said policy shall indemnify, hold harmless and defend SAMLARC against the claims, demands, suits, actions, damage(s) to property, both real & personal, personal injury, bodily injury, or death or and the like (hereinafter cumulatively the "claims") for any claim whatsoever which derives from, through or out of any activity other than SAMLARC's sole negligence, gross negligence or willful misconduct. A copy of the Certificate of Insurance and Endorsement for the policy shall be given to SAMLARC prior to each season and thereafter whenever renewed, modified or replaced.
 - b. Any concession, or other concession, operated on SAMLARC community property shall be fully insured as to the operation by the Permit Holder in the amount noted above.
 - c. A copy of each policy of insurance (together with all endorsements) intended by Permit Holder to meet the minimum insurance provided herein, must be provided to SAMLARC annually in order to secure a Park Use Permit.
 - d. All vehicles which are used by the Permit Holder at the Recreational Facility (ies) covered by the Park Use Permit shall be covered by insurance to the following minimum: \$100,000 per person, \$300,000 per occurrence.
 - e. All Permit Holders, whether they have employees and/or volunteers associated with the activities being conducted by the Permit Holder on SAMLARC property, must provide evidence of Workers Compensation insurance coverage subject to statutory limits. In addition, evidence of Employers Liability insurance must be provided at limits of no less than the following limits of liability: \$500,000 each



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accident / \$500,000 each employee / \$500,000 Policy limit. A Waiver of Subrogation endorsement in favor of SAMLARC, its officers, directors and agents must accompany the evidence of insurance.

- f. Any organization with an approved structure on SAMLARC property will provide property insurance coverage in the amount to cover the replacement cost of the structure.
 - g. An example of the certificate and endorsement is attached to the application.
8. Amplified Sound

Requests for amplification of sound must be submitted in writing at the time of submission of a Field Use and or a Special Park Use application. If approved, an Amplified Sound Permit will be issued with the Field Use Permit or a Special Park Use Permit.

The use of amplified sound (PA systems) requires an Amplified Sound Permit and adherence to the guidelines listed therein.

- a. Amplified sound is for the purpose of music and general announcements within the venue and volume should be kept at a level within those borders as much as possible so as not to disturb neighboring residents. It should only be at the permitted park type activity, in the designated area and at the times noted. Amplified sound must be directional to the venue as much as possible.
- b. The exact location and hookup must be approved by the SAMLARC Park Use and Sports Field Manager or their designate.
- c. Amplified sound may only be used on the dates and times listed on the Permit and only at specific events, i.e., opening day, playoffs, tournaments and picture day.
- d. Permission to use amplified sound in SAMLARC parks is granted or denied by the Park Use and Sports Field Manager and SAMLARC General Policy and Guidelines.



Athletic Field Use And Allocation Policy

XII. Exhibit A: Sports Season Priority and Rest and Renovation

“These time frames are flexible and not permanent.”

Altisima Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rest & Renovation		Spring Sport Priority Use				Rest & Renovation		Fall Sport Priority Use		Rest & Renovation	

Arroyo Vista Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rest & Renovation		Spring Sport Priority Use				R&R		Fall Sport Priority Use		R&R	

Cañada Vista Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rest & Renovation		Spring Sport Priority Use				R & R		Fall Sport Priority Use		R&R	

Monte Vista Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rest & Renovation		Spring Sport Priority Use				R & R		Fall Sport Priority Use		R&R	

Solana Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rest & Renovation		Spring Sport Priority Use				R & R		Fall Sport Priority Use		R&R	

Tijeras Creek Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rest & Renovation		Spring Sport Priority Use				R&R		Fall Sport Priority Use		R&R	

Trabuco Mesa Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Spring Sport Priority Use						R&R		Fall Sport Priority Use		R&R	

Vista Verde Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
R&R		Spring Sport Priority Use				Rest & Renovation		Fall Sport Priority Use		Rest & Renovation	



Athletic Field Use And Allocation Policy

XIII. Exhibit B Sports Field Banners

A. Cañada Vista Park

1. Attachment A
 - a. Figure 1 – Field 1
 - i. Banners may be placed on the permanent outfield fence, facing in only. They must fit inside each panel dimension – 10' x 5'. No more than 30 banners on outfield fence.
 - b. Figure 2 – Field 1
 - i. Banners may be placed on the dugouts 1st base side.
 - c. Figure 3 –Field 1
 - i. Banners may be placed on the dugout 3rd base side.
 - d. Figure 4 – Field 1 & 2
 - i. Banner language may be placed on scoreboard space allowed by manufacturer. The Scoreboard shall not be expanded to accommodate additional banners without prior review by SAMLARC and City.
 - e. Figure 5 – Field 2
 - i. Banners may be placed on the permanent outfield fence, facing in only. Banner must fit inside each panel dimension – 10' x 5'. No more than 30 banners on outfield fence.
 - f. Figure 6 – Field 2
 - i. Banner may be placed on backstop in the 2nd 10' panels, one side only, as shown. Banners may be centered but should not be more than 5' in height.

B. Arroyo Vista Park

1. Attachment B
 - a. Figure 1 – Fields 1 and 2
 - i. Banners may be placed on either backstop in the fence space behind the backstop header board. The banner should not exceed 3'x 4'.

C. Tijeras Creek Park

1. Attachment C
 - a. Figure 1 – Field 1
 - i. Banners may be placed on 1st base and 3rd base side 4' permanent foul ball extension fences. They must not start until the 5th panel (following the dugout). They must fit inside each panel dimension – 10' x 5'. Banners may also be placed in the 15' or 20' max backstop panel level.
 - b. Figure 2 – Field 1
 - i. Banners may be placed on the 3rd and 4th back stop tier facing field. (20 ft. high max).
1. Attachment D
 - a. Figure 1 – Field 2
 - i. Banners may be placed on 1st base side 4' permanent foul ball extension fences. They must not start until the 6th panel (following the dugout). They must fit inside each panel dimension – 10' x 5'. Banners may also be placed



Athletic Field Use And Allocation Policy

in the 15' or 20' max backstop panel level. Banners are to be placed forward to the field.

- b. Figure 2 – Field 2
 - i. Banners may be placed on 3B side 4' extension fences. They must not be placed before the 8th panel (past chair seating). They must fit inside each panel dimension – 10' x 5'. Banner may face away from the field.
- c. Figure 3 – Field 2
 - i. Banner language may be put on scoreboard space allowed by manufacturer. The Scoreboard shall not be expanded to accommodate additional banners without prior review by SAMLARC and the City.
1. Attachment E
 - a. Figure 1 – Field 3
 - i. Banners may be placed in the 15' or 20' max backstop panel level. Banners may not be on both sides at the 20' panel level, only on both sides at the 15' panel level. They must fit inside each panel dimension – 10' x 5'. They may also be placed on the side fencing and the 15' panel level and may only face inward. They may also be placed on 4' extension fencing where bull pen is only. They must fit inside each panel dimension – 10' x 5'. No banners are allowed on 1B side (school side) of this field. All banners to face the field.

D. Trabuco Mesa Park

1. Attachment F
 - a. Figure 1 – Area location for Banners at Trabuco Mesa Park.
 - b. Figure 2 – Banners on backstop 1, 2, 3, at the backstop board levels.
 - c. Figure 3 – Banners allowed on all dugouts backs.
 - d. Figure 4 – Banners allowed on batting cages.
 - e. Figure 5 – Banners allowed on the dugouts facing the center courtyard area.

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Attachment A - Figure 1



Attachment A - Figure 2



Athletic Field Use And Allocation Policy

Attachment A - Figure 3



Attachment A - Figure 4

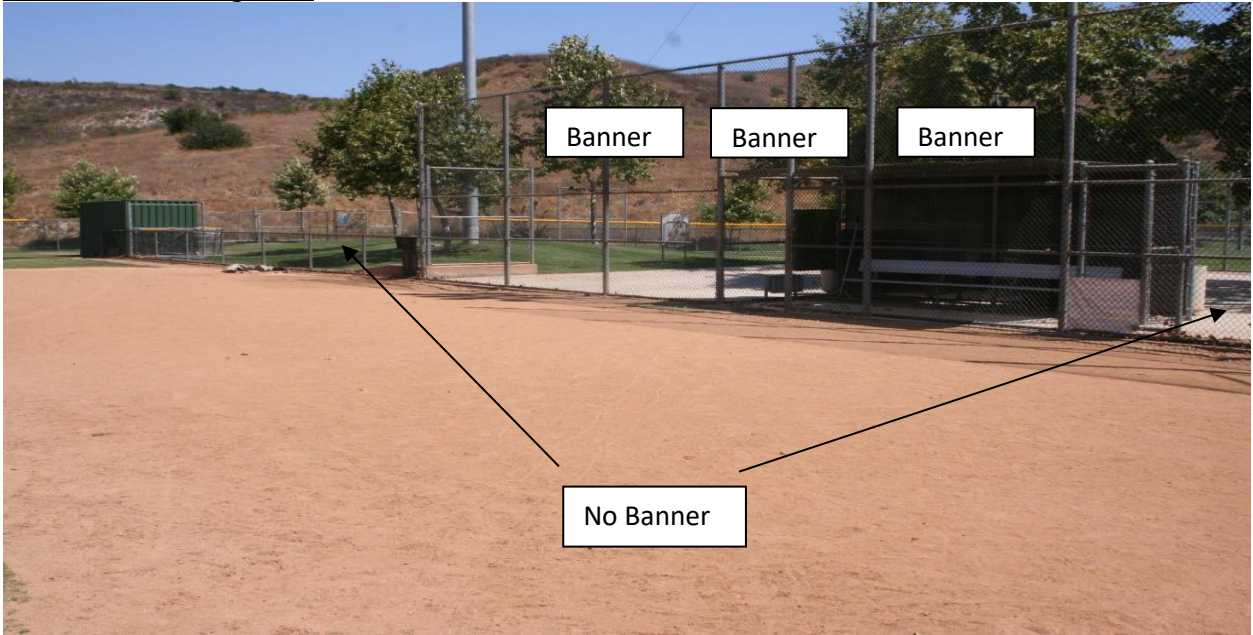


Athletic Field Use And Allocation Policy

Attachment A - Figure 5



Attachment A - Figure 6



Athletic Field Use And Allocation Policy

Attachment B - Figure 1



Attachment C - Figure 1 & 2

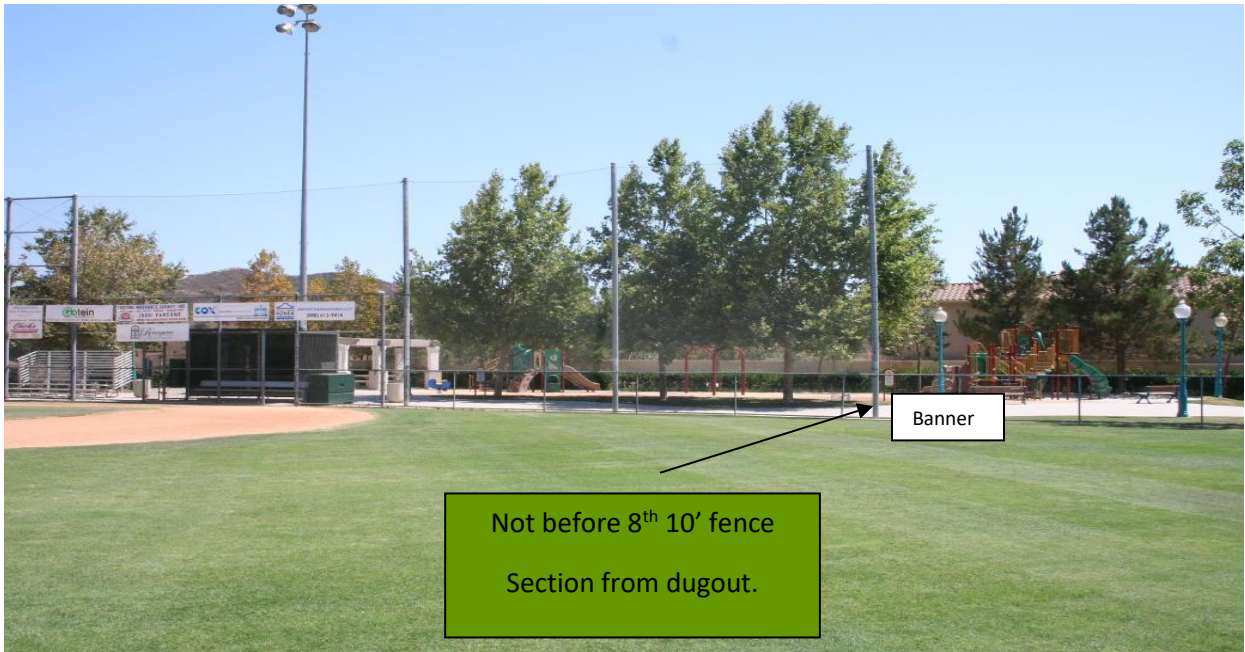


Athletic Field Use And Allocation Policy

Attachment D - Figure 1



Attachment D - Figure 2

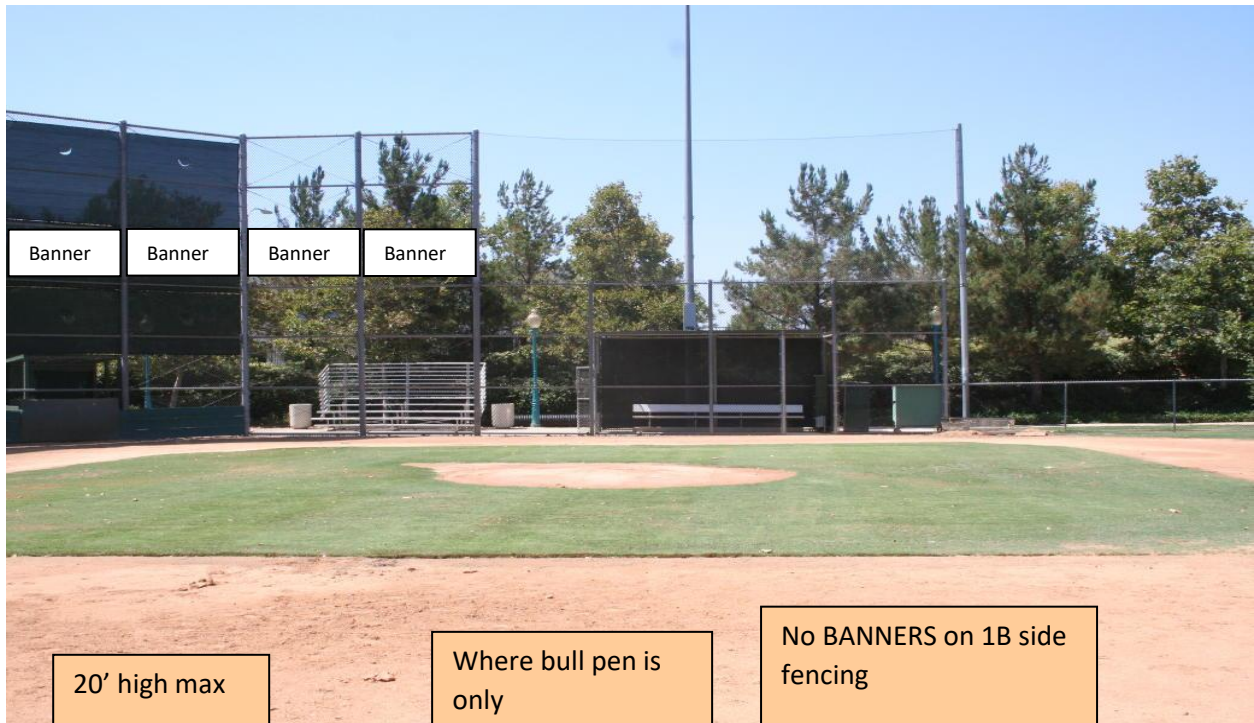


Athletic Field Use And Allocation Policy

Attachment D - Figure 3 All Score Boards

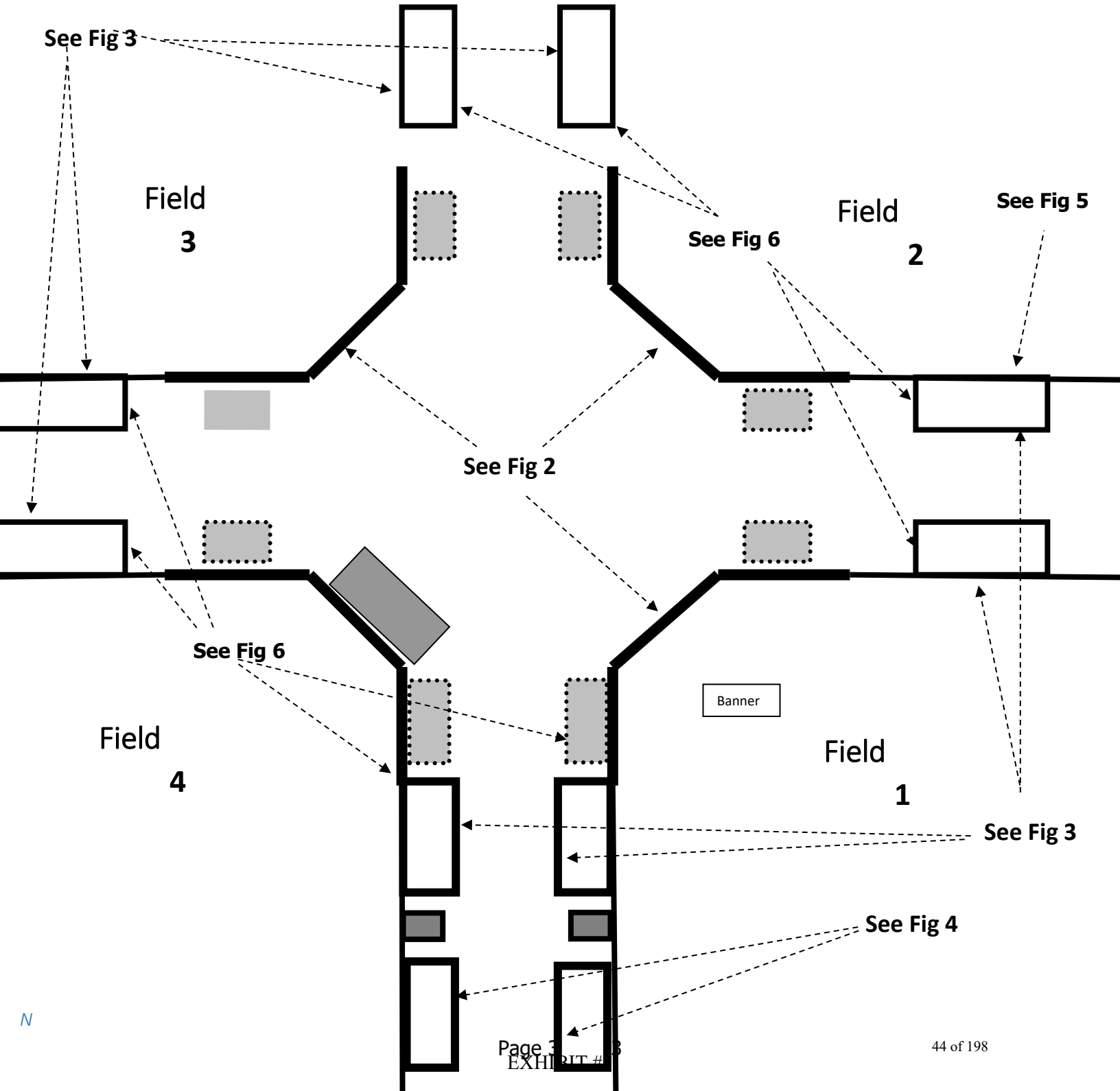


Attachment E - Figure 1



Athletic Field Use And Allocation Policy

**Attachment F – Figure 1
Area Location for Banners
Trabuco Mesa**

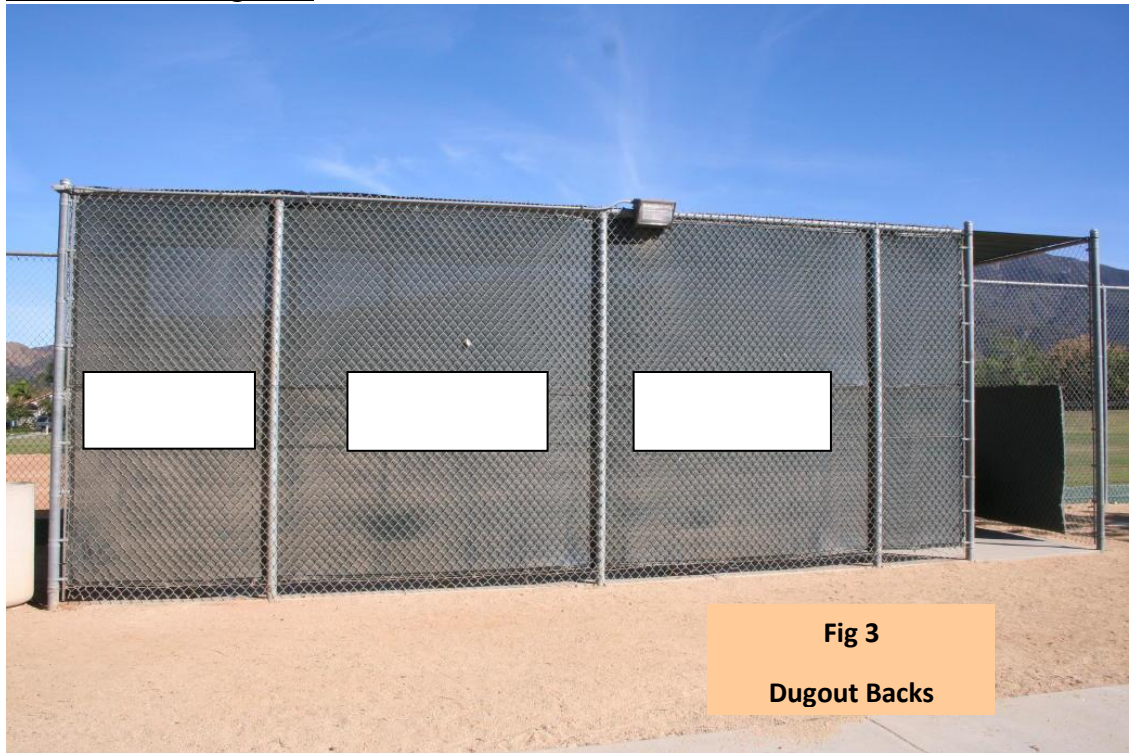


Athletic Field Use And Allocation Policy

Attachment F - Figure 2



Attachment F - Figure 3



Athletic Field Use And Allocation Policy

Attachment F - figure 4



Attachment F - Figure 5



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, Facilities Planning

Date: June 24, 2020

Board Item: Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation for Student Use of Tijeras Creek Park

HISTORY

Since the school opened in 2000, students from Tijeras Creek Elementary School have been using the adjacent park for various activities. The additional space provides the students with greater recreational and physical education opportunities. The District and Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) have been operating under a limited use license agreement since the inception of Tijeras Creek Elementary School.

BACKGROUND INFORMATION

The Limited Use License Agreement was developed to provide general provisions defining each agency’s responsibilities. SAMLARC will be responsible for all ongoing maintenance of the park.

CURRENT CONSIDERATIONS

Approval of the renewal of the Limited Use License Agreement with SAMLARC for student use of Tijeras Creek Park. Tijeras Creek Elementary School is located adjacent to Tijeras Creek Park in the City of Rancho Santa Margarita.

FINANCIAL IMPLICATIONS

Terms of the agreement include a defined amount of student use of the park for the 2020-2021 school year for a fee of \$8,900, paid out of the general fund.

STAFF RECOMMENDATION

It is recommended the Board approve the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Tijeras Creek Park.

PREPARED BY: John Forney, Chief Facilities Officer

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

LIMITED USE LICENSE
Capistrano Unified School District
Tijeras Creek Elementary School
(July, 2009 Version)

This Limited Use License (the "License") is made this **26th** day of **May 2020**, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as: **Tijeras Creek**: Parcel 2 of LL 99-039, Tract No. 15869, filed for record as Instrument 2000-0639174 in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Tijeras Creek Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Tijeras Creek Elementary School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

Tijeras Creek Elementary School
District Limited Use License Agreements — Template 12
May 26, 2020
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IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 herein below; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

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1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

1.05 SAMLARC License to Use District Dumpster. DISTRICT hereby grants to SAMLARC a non-exclusive license to use the District dumpster for the purpose of providing Sports League access for disposal of trash generated at Park.

2.01 Term. This License shall begin **August 18, 2020** and end on **June 3, 2021.** SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this License the amount of these normal costs and expenses payable by DISTRICT is agreed to be **\$8,900.**

(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final

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decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than **December 1, 2020.**

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

4.01 Priority of Use. During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License, DISTRICT shall be entitled to a priority of use of the Park for the limited Elementary School related Activities, as shown and described on Exhibit "B", during the within specified times: 8:00 a.m. — 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the Elementary School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

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(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those Elementary School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

5.01 Special Events. Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must be borne by DISTRICT exclusively unless SAMLARC agrees to share in the expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

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6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs on property of the DISTRICT and for DISTRICT'S use of the Park.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and First Service Residential, LLC (herein "FSR") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least \$3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than **August 18, 2020**. Any insurance renewal shall meet the requirements of this License. Proof of such insurance shall be sent to SAMLARC 22342-A, Avenida Empresa, Suite 102-A, Rancho Santa Margarita, CA 92688.

7.04 School Dumpster. SAMLARC shall be provided access for use of the school dumpster for purpose of allowing sports leagues to dispose of refuse.

7.05 Indemnification, Release, Waiver, Covenant Not to Sue. Bond Claims arising from the use of the Park:

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

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SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from acts and omissions of DISTRICT, its contractors, agents, employees, directors, officers and volunteers and/or conditions of DISTRICT property.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

All other claims:

SAMLARC as used in the provisions relating to indemnity, release, waiver and Covenant Not to Sue shall mean and refer to SAMLARC, its agents, representatives, contractors, advisors, insurers, servants, attorneys, managing agent (which at the time of this agreement is Merit Property Management.)

DISTRICT shall indemnify, defend and hold SAMLARC harmless from all claims, actions, damages, to the fullest extent possible arising out of, relating to or in any manner connected with the DISTRICT'S property (including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT shall timely advance and pay all fees and costs including expenses of investigations, experts, witnesses, service of process, court reporter, and filing fees, and all attorney fees as they are submitted by SAMLARC. SAMLARC shall have the right without consulting DISTRICT to engage any witnesses, experts, inspectors, consultants, and attorneys, legal assistants, and legal professionals SAMLARC in its sole discretion determines to be necessary and on terms and conditions as SAMLARC shall decide and agree in its sole discretion in order to defend, represent, protect, advise, and consult with SAMLARC arising out of, relating to or in any manner connected with the indemnity, and defense of SAMLARC as provided herein.

Prior to commencement of any use by DISTRICT of the Park, DISTRICT shall name SAMLARC, its agents, and managing agent as provided herein, DISTRICT as additional insureds under the DISTRICT's liability policy. In the event DISTRICT is unable to name SAMLARC, its

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agents and managing agent as additional insureds under DISTRICT's liability insurance policy, DISTRICT shall pay for a liability insurance policy naming SAMLARC, its agents and managing agent as insureds on terms and conditions and in such amounts as may be acceptable to and approved by SAMLARC. DISTRICT's obligation to defend, hold harmless and indemnify SAMLARC as specified in this Limited Use License Agreement will continue and remain regardless of whether DISTRICT names SAMLARC, its agents, and managing agent as additional insureds under the DISTRICT's liability policy or whether DISTRICT pays for a liability policy insuring SAMLARC, its agents, and managing agent as specified herein.

Except as to claims arising out of the use of the Park, The DISTRICT releases SAMLARC from any and all claims, damages, actions resulting from, concerning, arising out of, related to SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions . This release applies to claims, damages or actions that arise, occur or accrue before this agreement and at all times thereafter.

Waiver of Civil Code Section 1542:

The DISTRICT hereby expressly waives all rights, claims, actions, against SAMLARC generally and under Civil Code Section 1542, which provides:

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

This general and specific waiver and release waives all claims that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions.

Covenant Not to Sue:

The DISTRICT agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise arising out of the Districts property (including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT also agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) and/or SAMLARC's operations, contracts, and functions.

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8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: **Clark Hampton, Deputy Superintendent, 33122 Valle Road, San Juan Capistrano, CA 92675-4792 • (949) 234-9200.**

9.02 SAMLARC Contact Person. SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquires and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: **Candice Fullenkamp, Community Executive Officer • FirstService Residential • SAMLARC • 22342-A Avenida Empresa, Suite 102-A, Rancho Santa Margarita, California 92688 Direct: (949)709-0015 Email: candice.fullenkamp@fsresidential.com.**

9.03 Communication. In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use

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their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 Breach. In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

- (a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;
- (b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.
- (c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.
- (d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto

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unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

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11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

The Association:

**RANCHO SANTA MARGARITA
LANDSCAPE AND RECREATION
CORPORATION**

By: _____
Robert Dickson, President

By: _____
Marty Groh, Secretary

Date: _____

Address: 22342-A, Avenida Empresa, Suite 102-A
Rancho Santa Margarita, CA 92688
Phone: 949-709-0014
Fax: 949-589-6603
Contact Person: George Blair
Email: george.blair@fsresidential.com

The District:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Clark Hampton, Deputy Superintendent
Business & Support Service

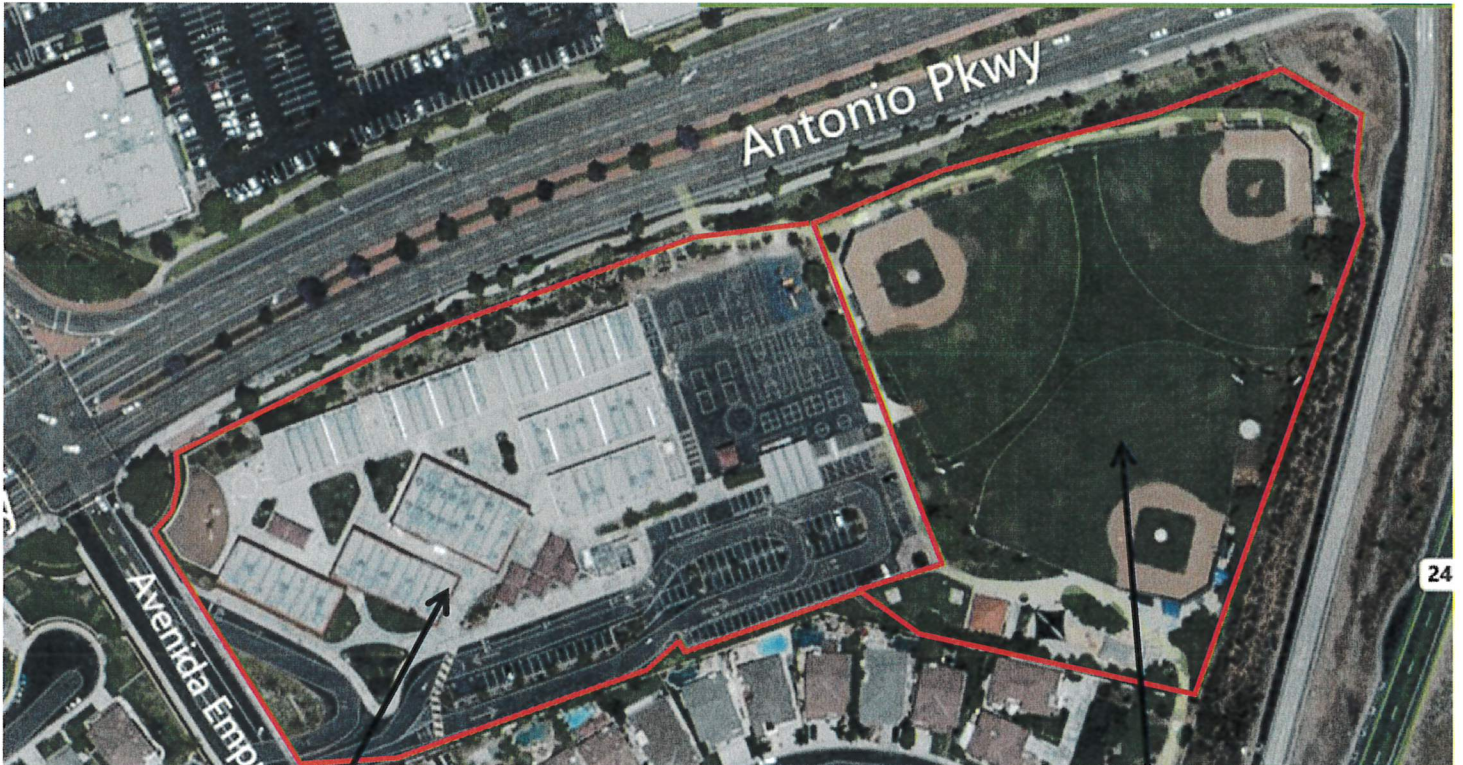
Date: _____

Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792
Phone: 949-234-9218
Fax: 949-493-3728
Contact Person: Deborah Beadle
Email: dejbeadle@capousd.org

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EXHIBIT A

SAMLARC/Tijeras Creek School LULA



Tijeras Creek School

Tract No. 12946

Lot 8 Portion

SAMLARC Property

Tract No. 12946

Lot 8 Portion

Tijeras Creek Park

Approximately 4.43 Acres

EXHIBIT B

**TIJERAS CREEK ELEMENTARY SCHOOL
ESTIMATED USE OF FIELD 2019 - 2020**

Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	100	No field usage during the year	None
Grade 1	100	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Daily PE Activities Field Activities: 1-2 Days a Week	20 Minutes 20 Minutes 15 Minutes 20 Minutes 40 Minutes
Grade 2	115	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Daily PE Activities Field Activities: 1-2 Days a Week	20 Minutes 20 Minutes 15 Minutes 20 Minutes 40 Minutes
Grade 3	145	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Daily PE Activities Field Activities: 1-2 Days a Week	20 Minutes 20 Minutes 15 Minutes 20 Minutes 40 Minutes
Grade 4	120	Daily Morning Recess Activities Daily Lunch Activities Daily PE Activities Field Activities: 1-2 Days a Week Gold Rush Activity	17 Minutes 20 Minutes 20 Minutes 40 Minutes 1 School Day
Grade 5	135	Daily Morning Recess Activities Daily Lunch Activities Daily PE Activities Field Activities: 2 Days a Week 5 th Grade Panoramic Picture (1 Time)	17 Minutes 20 Minutes 20 Minutes 15 Minutes 30 Minutes
All Grades	615	Surf Spring/Jog-A-Thon (September)	1 School Day
All Grades	615	End of the Year Field Parties (June)	1 School Day

Exhibit C
Tijeras Creek Elementary School



Tijeras Creek Elementary School
District Limited Use License Agreements – Exhibit C
May 14, 2020

Exhibit D

SAMLARC

Athletic Field Use and Allocation Policy



Athletic Field Use And Allocation Policy

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Athletic Field Use And Allocation Policy

I. Introduction

Rancho Santa Margarita Landscape and Recreation Corporation, hereinafter referred to as SAMLARC, coordinates and issues Permits for the use of athletic fields within parks in SAMLARC for cultural, social and recreational activities and programs.

The purpose of this policy is to outline procedures and allocation priorities for the permitted use of SAMLARC athletic fields within SAMLARC.

Athletic fields are allocated and permitted in two (2), six-month periods from January through July and from August through December, as availability allows. SAMLARC will monitor proper use of allocations and Permits. Priority will be given to SAMLARC-approved user groups and non-profit organizations. SAMLARC may charge to recover costs to operate, maintain, supervise, and administer the use of, parks and athletic facilities. Submission of an Application and Agreement Request does not constitute approval.

Requests for additional use or programs not covered by the Athletic Field Use and Allocation Policy should be addressed in writing to the SAMLARC Park Use and Sports Field Manager. The Park Use and Sports Field Manager or Community Executive Officer will interpret the Athletic Field Use and Allocation Policy. An appeal of any Park Use and Sports Field Manager decisions are covered in Section XI, Appeals Process.

A security deposit of \$500 and an Application and Agreement Request form is required to confirm field use time. If a security deposit is depleted, the league must pay the difference and replenish the \$500 within ten (10) working days or field privileges will be revoked until deposit is replenished. If funds are remaining, the deposit may be applied to the final invoice.

II. Statement of Philosophy

SAMLARC is dedicated to creating partnerships with local youth sports organizations that are SAMLARC resident based to ensure there is ample opportunity to participate in athletics at various ability levels. Our primary role in these partnerships is to provide athletic opportunities and to make certain our fields remain safe and of high quality. The permitting/allocation process is "first come first served" and provides an organization the exclusive use of a designated field to the exclusion of all others during the reserved time. The objective of this policy is to create clear and written procedures and allocation policies that:

1. Fairly distribute available fields;
2. Maximize playing time;
3. Incorporate "turf recovery periods" to maintain safe, quality fields;
4. Outline field use regulations; and
5. Leave open time available for unstructured Member use.

III. Definition of Terms

1. Non-Profit Status 501(c)(3)

To qualify as a non-profit user, the organization must meet all criteria as identified by the Internal Revenue Services (IRS). The organization must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates nonprofit 501(c)(3)



Athletic Field Use And Allocation Policy

- status and is required to submit 990 forms and other appropriate documentation, including but not limited to, financial records and tax returns demonstrating the non-profit status. Visit www.irs.gov for additional information on non-profit status.
2. Resident Percentage Status
Resident Percentage Status is important in determining an organization's Priority Group Classification. Resident Percentage Status will be determined from the group or organization's prior season's actual rosters (fall season for fall season, spring season for spring season). Team rosters, player addresses, picture ID, utility bills, report cards, school ID, etc. may be required by SAMLARC staff to verify residency status, and SAMLARC reserves the right to conduct random audits to establish residency. Teams will be required to have proper forms on hand to prove SAMLARC residency and must be prepared to provide documents to SAMLARC staff upon request.
 3. SAMLARC Resident
SAMLARC Resident is defined as persons living within SAMLARC boundaries.
 4. Youth Status
Youth status is defined as persons 19 years of age or under at the start date of Permit in accordance with national sports organization charter.

IV. Priority Group Classifications

An organization's Priority Group Classification determines their priority for field allocations (i.e. Group I has first priority for field allocations, Group II has second priority for field allocations, and so on). Priority use of fields will be given to traditional primary season sports and by Priority Group Classification. (See Section VI, Sport Season Priority.)

1. Group I:
Defined as SAMLARC Approved Events, Classes or Activities.
Approved Events, Classes or Activities as are approved by the SAMLARC Board of Directors.
2. Group II:
 - a. Saddleback Valley Unified School District (SVUSD) or Capistrano Valley Unified School District (CUSD) related programs
 - b. SVUSD and CUSD have priority use at SAMLARC Parks adjacent to elementary and junior high sites prior to 3:00 p.m. on weekdays
 - c. City of Rancho Santa Margarita Sponsored Events approved by the SAMLARC Board of Directors
3. Group III (A):
Defined as SAMLARC Approved youth, resident, volunteer, nonprofit 501(c)(3) organization with more than 50% SAMLARC residents conducting recreational (non-competitive) youth sports activities. The criteria for approval as a "SAMLARC Youth Organization Group III (A)" includes, but may not be limited to, the following:
 - a. Organization, or portions of the organization, must assign registrants to teams in an effort to make the teams in each division of equal playing experience and talent rather than grouping teams based solely on talent levels. Organizations must be recreational in nature and have an "everyone plays, no child is turned away" philosophy requiring that each participant plays in games for a significant period of time.
 - b. League must consist of multiple teams in each division with a boundary map identifying the service area and the criteria for participant registration.



Athletic Field Use And Allocation Policy

- c. Organizations must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates they are in current status as nonprofit 501(c)(3) certified organization.
 - d. Organizations must maintain an affiliation with a national or state sport governing body. Those national or state bodies must have governance over the organization, including all requirements for training per each league's manual, background checks, and disciplinary actions.
 - e. Organizations must have a Charter and a non-paid Board of Directors.
 - f. Organization must be volunteer based; no paid coaching.
 - g. Organization must submit player rosters showing proof of residency.
 - h. Calendar of Organization events (listing dates for signups, player evaluations, start of practices, opening day, start of regular season games, playoffs, start of All Stars practices, tournaments, camps etc.).
 - i. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use and all requests related to use of SAMLARC facilities.
4. Group III (B):
SAMLARC Approved Youth, resident, volunteer, nonprofit 501(c)(3) organization with 49% or less SAMLARC residents conducting recreational (non-competitive) youth sports activities. The criteria for approval as a "SAMLARC Youth Organization Group III (B)" includes, but may not be limited to, the following:
- a. Organization, or portions of the organization, must assign registrants to teams in an effort to make the teams in each division of equal playing experience and talent rather than grouping teams based on talent levels. Organizations must be recreational in nature and have an "everyone plays, no child is turned away" philosophy requiring that each participant plays in games for a significant period of time.
 - b. League must consist of multiple teams in each division with a boundary map identifying the service area and the criteria for participant registration.
 - c. Organizations must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates they are in current status as nonprofit 501(c)(3) certified organization.
 - d. Organizations must maintain an affiliation with a national or state sport governing body. Those national or state bodies must have governance over the organization, including all requirements for training per each league's manual, background checks and disciplinary actions.
 - e. Organizations must have a Charter and a non-paid Board of Directors.
 - f. Organization must be volunteer based; no paid coaching.
 - g. Organization must submit player rosters showing proof of residency.
 - h. Calendar of Organization events (listing dates for signups, player evaluations, start of practices, opening day, start of regular season games, playoffs, start of All Stars practices, tournaments, camps etc.).
 - i. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use, and all requests related to use of SAMLARC facilities.



Athletic Field Use And Allocation Policy

5. Group IV (A):

SAMLARC Approved adult, resident, nonprofit sports leagues and organizations conducting sports activities. An example would be AYSO Adult Soccer and Rancho Santa Margarita Arena Soccer.

- a. Organization's entire league enrollment must consist of 50% or greater SAMLARC residents.
- b. League must consist of multiple teams in each division and have a boundary map that identifies the service area and the criteria for participant registration.
- c. Organizations must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates a current nonprofit 501(c)(3) status certificate.
- d. Organizations must have a Charter and a non-paid Board of Directors.
- e. Organization must be volunteer based; no paid coaching.
- f. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use and all requests related to use of SAMLARC facilities.
- g. Organization must submit player rosters showing proof of residency.
- h. Calendar of Organization events (listing dates for signups, player evaluations, start of practices, opening day, start of regular season games, playoffs, start of All Stars practices, tournaments, camps etc.)

6. Group IV (B):

SAMLARC Approved Youth, resident, with at least 30% SAMLARC residents, volunteer, nonprofit 501(c)(3) competitive leagues conducting youth sports activities. An example would be OC Bears Baseball Club. The criteria for approval as a "SAMLARC Youth Organization Group IV (B)" includes, but may not be limited to, the following:

- a. League must consist of multiple teams in each division with a boundary map that identifies the service area and the criteria for participant registration.
- b. Competitive leagues are defined as have try outs and not every player is accepted into the program.
- c. Organizations must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates a current nonprofit 501(c)(3) status certificate.
- d. Organizations must maintain an affiliation with a national or state sport governing body. Those national or state bodies must have governance over the organization, including all requirements for training per each league's manual, background checks and disciplinary actions.
- e. Organizations must have a Charter and a non-paid Board of Directors.
- f. Organization must be volunteer based; no paid coaching.
- g. Organization must submit Player rosters showing proof of residency.
- h. An organization must submit a calendar of events (listing dates for signups, player evaluations, start of practices, opening day, start of regular season games, playoffs, start of All Stars practices, tournaments, camps etc.).
- i. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use and all requests related to use of SAMLARC facilities.

NOTE: Organizations that have both recreational and competitive teams will be assigned status based upon the nature of play. Recreational and Advanced



Athletic Field Use And Allocation Policy

Placement teams will have Group III user status and competitive (select/travel) teams in that organization will have Group III status.

7. Group IV (C):
SAMLARC Approved Youth resident with at least 30% SAMLARC residents for profit competitive leagues conducting youth sports activities. An example would be OC Rebels Lacrosse. The criteria for approval as a "SAMLARC Youth Organization Group IV (C)" includes, but may not be limited to, the following:
 - a. League must consist of multiple teams in each division with a boundary map that identifies the service area and the criteria for participant registration.
 - b. Organizations must maintain an affiliation with a national or state sport governing body. Those national or state bodies must have governance over the organization, including all requirements for training per each league's manual, background checks and disciplinary actions.
 - c. Organization must submit Player rosters showing proof of residency.
 - d. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use and all requests related to use of SAMLARC facilities.
8. Group V:
SAMLARC Resident, one time use, private party, neighborhood oriented activities closed to the public. A SAMLARC resident is defined as someone who lives in the SAMLARC Membership boundaries.
9. Group VI (A):
Nonprofit, Non-Sports, Local Service Organization - Includes, but not limited to, organizations such as Chamber of Commerce, American Cancer Society, and Boy Scouts/Girl Scouts, school PTA's.
10. Group VI (B):
Non Profit out of Area Service Organization - Any other nonprofit that is not local to Rancho Santa Margarita area.
11. Group VII:
Commercial or Corporate Events - Local companies wanting to have a company event, picnic, softball game. An example would be PADI Americas doing a company softball game, or Applied Medical for a team building event and picnic.

V. Process for Obtaining/Maintaining Permits

Requests to use SAMLARC athletic fields are made through the SAMLARC Park Use and Sports Field Manager located at 22342A Avenida Empresa, Suite 102A, Rancho Santa Margarita, CA 92688. Any group of ten (10) or more individuals that wishes to utilize an athletic field must complete all applicable forms and documents.

Athletic fields are allocated and permitted in two (2), six (6)-month periods from January through July and from August through December, as availability allows. Each organization is required to sign and submit the following documents (available from the Park Use and Sports Field Manager) by the first week of August for the January 1 – July 30 use period, and by the first week of April for the August 1 – January 31 use period:

1. Application and Agreement Request of Use for SAMLARC Athletic Fields.
2. Field User Information Sheet.
3. Athletic Field Use Rules and Regulations.



Athletic Field Use And Allocation Policy

4. Public Liability and Property Damage Insurance in an amount no less than \$1,000,000 per occurrence, naming SAMLARC and First Service Residential LLC as Additionally Insured.
5. Hold Harmless and Indemnity Agreement.
6. A current list of Board of Directors with current contact information.
7. Player rosters showing proof of residency; and,
8. Nonprofit groups must also supply an IRS 990 or 990EX form or other documents showing nonprofit status.

Permits will be issued according to Priority Group Classifications. Submittal of documents does not constitute approval. Every effort will be made to accommodate user group's request for use of fields. Deadlines must be met or field Permits may be denied.

Separate Permits are required for:

1. Concessions
2. Amplified Sound
3. Picnic Shelter
 - a. League Splits and New Leagues - New Leagues or organizations planning to apply for Group III status, or leagues anticipating a split to form a new league, must submit to the Park Use and Sports Field Manager, six (6) months prior to the estimated starting date. Criteria for New league as follows:
 - i. Application and Agreement Request for Use for SAMLARC Athletic Field.
 - ii. Submit League Governing Documents.
 - iii. Player roster identifying local residents.
 - iv. Names and addresses of Board of Directors (if applicable) with current contact information.
 - v. Documentation of affiliation with a national, state or local sport's governing body.
 - vi. Letter of Determination or Letter of Affirmation from the IRS, including a copy of the league's current financial statements on file (IRS Form 990 or 990EX) that demonstrate the organization's nonprofit 501(c)(3) status, if asking for non-profit status.

It will take six (6) months to determine if facilities are available and what the impact of a new league will have on facilities. Staff will review the application of an organization applying as a new league for a higher priority classification, or an organization applying for Group III status, in November and May of each year. Submittal of the Application does not guarantee that an organization will be allocated fields.

If a current Group III organization does split up, both organizations must submit required documentation listed above, with current official rosters, to the Park Use and Sports Field Manager six (6) months prior to anticipated split. These current rosters will be compared to the previous season's rosters in order to accurately allocate fields based on necessity.



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A change in the organization's name, parent or affiliated national, state, regional or local organization (provided the former organization's name is not also being used), may not constitute it as a new organization or user and SAMLARC must be notified of any such name changes. If the organization provides bona fide materials to the Park Use and Sports Field Manager that demonstrates only a name change, and the makeup of the organization stays the same, then the organization shall not be considered new.

An organization choosing to expand its league with a new section and with a different name, must submit materials that prove the new section is part of the same nonprofit number, has the same insurance carrier, and is governed by the same Board of Directors and Bylaws. Failure to notify the Park Use and Sports Field Manager of changes in an organization could result in forfeitures of fields.

Submittal of documents does not constitute approval. Every effort will be made to accommodate user group's requests for use of fields. The Park Use and Sports Field Manager may at any time declare a moratorium on league splits or new leagues based on field availability or field conditions.

b. Permit Cancellation

Permits may be cancelled and/or rescheduled. Permits cancelled by SAMLARC, or due to inclement weather, may be rescheduled as availability allows, or may be refunded in full. Permits cancelled by the user at least five (5) working days prior to the event will be refunded. SAMLARC may cancel or re-assign use of SAMLARC fields for any of the following:

- i. SAMLARC begins renovations involving any of the facilities.
- ii. When the health and safety of participants are threatened due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, maintenance issues, lightening and earthquakes.
- iii. Non-adherence to Athletic Field Use and Allocation Policy or SAMLARC Policies and Guidelines or Athletic Field Use Rules and Regulations.
- iv. Special Events hosted by the SAMLARC throughout the year.

c. Field Exchange, Sublease, Non-Use - Users may not transfer, assign, sell, exchange or sublease fields under any circumstance. Transfer, assignment, sale, exchange or sublease of fields will result in revocation of Permits for all parties involved. Any organization that has been permitted to use a field and determines that they will not need to use it shall notify SAMLARC. Non-use of field for a total of three times may also result in revocation of the Permit of the allocated field. All user Groups III – VII may be billed for fields/parks that they have reserved and have not used.

d. Disciplinary Action for Field Policy Violations – There are two types of violations. Maintenance and Misuse defined as follows (if a league is in violation, monies may be deducted from their security deposit):

Maintenance Violations to include, but are not limited to:

- i. After permitted use the organization fails to clean up and/or leaves trash and litter on the premises.
- ii. Damage caused to fields and or facilities as a result of use.
- iii. Use of field lights without Permit approval.



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In the event of a maintenance violation, SAMLARC will correct the violation and assess a fee against the organization for the cost to SAMLARC of correction and/or repair to come from the security deposit provided by the Permit Holder. In the event the cost to SAMLARC exceeds the security deposit amount, the Permit Holder will be billed for the additional funds, and have thirty days in which to reimburse SAMLARC for the costs incurred to SAMLARC. Failure to do so will automatically revoke and terminate the Permit.

It is recommended that Permit Holders take and send photographs to the Park Use and Sports Field Manager following each use to confirm the condition of each field following use.

Misuse Violations to include, but are not limited to:

- i. Use of field that has been closed due to inclement weather or for safety or maintenance reasons.
- ii. Failure to adhere to the conditions of the Permit, i.e., starting before or ending after approved time indicated on Permit; amplified sound without an approved Permit; use of fields not approved on the Permit; use of field lights without Permit approval, etc.
- iii. Permitted User #1 allowed non-permitted User #2 to use their permitted field without SAMLARC approval. In this case both users would be in violation.
- iv. Failure to return unscheduled fields to the "inventory of fields" held by SAMLARC.
- v. Driving vehicles on fields without written approval noted on Permit.
- vi. Adding additional fields (either adding to outside boundary or splitting a field within boundaries to create more than two additional fields) to site without written approval.
- vii. Damage to fields from misuse.

SAMLARC utilizes a "three-offense" policy for Misuse violations of Field Use Allocation Policy that occur within one calendar year of first offense. Offenses are defined as follows:

- i. First Offense:
 - ii. Verbal and written warning to the user group/individual and restitution for damages/costs, if applicable.
- iii. Second Offense:
 - iv. Verbal and written notice of three-day suspension of all field use and facility use, and restitution for damages/costs, if applicable.
- v. Third Offense:
 - vi. Verbal and written notice of termination of all existing Permits, loss of future rental/allocation privileges and restitution for damages/costs, if applicable.

The Park Use and Sports Field Manager shall have authority to determine and issue all violations and implement and manage the violation process.



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VI. **Field Allocation Process**

Allocation of fields will follow the guidelines of this document. These allocations are not intended to interrupt the field assignments for teams and/or organizations during the course of a season that has already started.

A. Sport Season Priority (Exhibit A)

1. A sport in its traditional season will have priority field use over an out-of-season sport.
2. Spring sports (baseball, softball, tennis) have priority in the spring.
3. Fall sports (soccer, football, tennis, lacrosse, basketball) have priority in the fall.
4. Summer (swim team).

B. Additional Considerations

Fields will be allocated by Priority Group Classification.

1. Fields will be allocated to teams/organizations based on percentage of verifiable total local residents in relation to all teams in that Priority Group Classification.
2. SAMLARC will attempt to accommodate emerging sports that fall within the Group III category.
3. Verification of local residency will be established by providing such documentation requested by SAMLARC including team rosters, player addresses, picture ID, utility bill, report cards, school identification, etc. SAMLARC reserves the right to conduct random audits to establish residency. Teams will be required to have proper forms on hand to prove SAMLARC residency and must be prepared to provide documents to the Park Use and Sports Field Manager upon request.
4. With regard to sports that play year-round (with a primary and off-season play), the primary season of each sport will determine whether the field is considered a baseball/softball or a soccer/football field on multiple use sites.
5. In an effort to provide balanced sports opportunities on athletic fields, the Park Use and Sports Field Manager has the authority to limit exclusive use at athletic facilities and to make minor changes to group priorities, if deemed necessary. Minor changes include, but are not limited to, changes in date and time for a particular field use to allow for a one time use request. (An example could be for Back to School Night at Tijeras Creek Park.) Allocation requests during off-season play will be reviewed after allocations are granted for the primary season sports.
6. Teams and organizations are required to provide schedules to show that all of the allocated fields are being utilized. If an allocated field(s) is not utilized by the designated organization/teams a total of three times during a season or reserved period of use, the field(s) will be reassigned. Teams/organizations will be notified by SAMLARC staff when it has been determined that a field(s) is (are) not being used (and prior to the reassignment).
7. In addition to the fields being reassigned, lack of use of the field may also result in the revocation of the Permit for the allocated fields. The team or organization will be billed and the fields will be reassigned.
8. SAMLARC reserves the right to cancel an allocation to accommodate the needs of any SAMLARC Approved Events.
9. A field Use Permit (authorizing use of SAMLARC fields) will be issued after all requirements have been met. A request for field use does not constitute approval.



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10. All field users must have a copy of their Permit available for inspection by SAMLARC staff.
11. Requests for additional use, programs or facilities not covered by Athletic Field Use and Allocation Policy should be addressed in writing to the Park Use and Sports Field Manager.
12. The first Sunday of each month shall be designated as Community Park Day, and Permits will not be issued for organized play, *with the exception of Cañada Vista, Tijeras Creek, and Trabuco Mesa Sports Parks*. For all other parks, this time is to be open for general community use. Exceptions would be made for League scheduled Tournaments or Playoffs.

VII. **Fees**

All fees are per hour, per field unless otherwise noted. Fees may be waived at the discretion of SAMLARC Board of Directors. (Based on Board approval.)

1. Fee Payment for Permits

For groups who are assessed a use fee, payment of 10% of the total use fee is required a minimum of ten (10) working days prior to the approved use. Continuous monthly usage will be invoiced at the end of each month of usage and payment *must be received prior to due date*. A maintenance fee may be required by SAMLARC to maintain and/or repair athletic fields. Full payment is required at least 10 working days prior to one-day use or special events.

2. Security Deposit

A security deposit of \$500 will be required and an Application and Agreement Request form is required to confirm field use time. The security deposit shall be used to reimburse SAMLARC for expenses incurred to SAMLARC as a result of Permit Holder's use and/or, if necessary, reimburse SAMLARC for any unpaid use fees and violations. If a security deposit is depleted, the league must pay the difference and replenish the \$500 within ten (10) working days or field privileges will be revoked until deposit is replenished. If funds are remaining, the deposit may be applied to the final invoice.

VIII. **Tournaments/Camps**

All general rules and reservation procedures as specified in the Field Use and Allocation Policy are applicable during tournaments and camps. Additional provisions for tournaments are stated in this section.

Tournament applicants must complete an Application and Agreement Request, sign the Athletic Field Use Rules and Regulations and review the Tournament Orientation Checklist with SAMLARC staff at least 30 days prior to the tournament date. The Application and Agreement Request form, Athletic Field Use Rules and Regulations and Tournament Orientation Checklist are available through the Park Use and Sports Field Manager. Submission of these forms does not constitute approval. Approval is given according to this policy, after deposits and fees are paid and when a Permit is issued. Tournament applicants must receive SAMLARC approval to sell food, use food trucks or use a concession stand and/or barbeque on SAMLARC property. This approval must be noted on the Use Permit prior to use.

Tournaments canceled by SAMLARC, or due to inclement weather, may be rescheduled as availability allows, or may be refunded in full. Tournament Permits cancelled by the user at



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least 5 working days prior to the event will be refunded. No refunds will be issued if the tournament is cancelled with fewer than 2 working days' notice.

Game times and field use must follow all policies outlined in the Athletic Field Use and Allocation Policy and all Athletic Field Use Rules and Regulations.

In addition to the Athletic Field Use and Allocation Policy and all Athletic Field Use Rules and Regulations, the following guidelines apply to the use of SAMLARC outdoor park facilities by day camp providers for youth recreation-level programs:

1. Only the park areas specified in the Park Use Permit may be used.
2. While all effort will be made by SAMLARC to schedule park maintenance around the Permit Holder use, any maintenance activities that must be scheduled at a particular park area, at a particular time, have precedence over the Permit Holder's use.
3. Use of restrooms located on the Permitted Park is allowed. Restroom will be open for use.
4. Modifications to any of the park fields, tables, turf, or any other area are not authorized.
5. Temporary day-camp equipment used - cones, markers, table cloths, bats, balls, etc. must be properly stored when not in use, and removed from the park at the end of the day.
6. Permit Holder must provide attendance data each week detailing ages and residency.

For Inclement Weather closures during organizations' tournaments, camps and other large scale events, please see Inclement Weather Policy under Section X.

SAMLARC reserves the right to have a tournament reviewed by other SAMLARC departments to minimize the impact on neighbors, fields, parking, traffic, etc. SAMLARC also reserves the right to deny a tournament based on field availability, rest and renovation schedules, and staffing levels.

IX. Maintenance Issues

SAMLARC requests that individuals and groups refrain from, or limit their use of, heavy traffic areas during practices, regardless of weather, to assist in providing the best field conditions possible, i.e., goal areas, pitching areas, etc. Any users failing to comply with this policy or established guidelines or notification to refrain from use requests for field closures are subject to pay damages or costs occurring to the facility and the termination of Field Use Permit.

1. Rest and Renovation (Exhibit A – Page 23)

An annual rest and renovation program is scheduled at all sites to maintain field sustainability. In addition, SAMLARC may close fields as needed to perform maintenance activities. SAMLARC attempts to be flexible in accommodating user groups but ultimately, the health and safety of the user and the condition and playability of the fields take priority. This may require the closure of fields or facilities, denial of use of a field, and/or making alternate sites available for athletic use. No organization/team shall play on fields closed for renovation or repair.

2. Turf Preservation

Cooperation from user groups is needed for the preservation of the turf on SAMLARC fields by following these guidelines:



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- a. Field use, especially practices, should be conducted in such a way that the action takes place on different selections of turf, thus reducing excessive turf damage in one area. Organizations should rotate use of areas and, when possible, stay off fringe or bare areas to limit erosion and further damage.
 - b. Turf divots should be replaced at end of each day to help re-root grass.
 - c. Tarps or material that may damage the grass may not be placed on the turf. Any turf coverings used must be made of a breathable material.
 - d. Do not use fields during or after a heavy rain, or when fields are wet or muddy - see Inclement Weather Guidelines.
 - e. Soccer/football practices are NOT to be held on the infield area of a softball or baseball diamond.
 - f. Remove all equipment at the conclusion of each day.
 - g. Do not overcrowd fields by scheduling multiple games in areas reserved.
 - h. Allow distance between fields for safe passage of spectators and participants.
 - i. Report hazards to the Lago Santa Margarita Beach Club at 949-858-1390.
 - j. Report immediate emergencies (broken water lines, gushing sprinkler heads, etc.) to the Lago Santa Margarita Beach Club at 949-858-1390. When calling, be prepared to fully identify yourself, your location (park/field), and the specific nature of the emergency so that staff can notify the appropriate contractor.
 - k. Vehicles are not allowed on SAMLARC fields or property, other than parking lots, without written approval. No vehicles are allowed on the park facilities during active and/or league play.
3. Athletic Field Lining/Marking
- a. The Permit Holder must supply its own field prepping equipment.
 - b. Lining of SAMLARC fields is prohibited unless approved by SAMLARC and noted on Field Permit. Line colors must be approved by SAMLARC.
 - c. Burning lines on SAMLARC fields is prohibited.
 - d. Any user failing to comply with established guidelines and notification requests is subject to pay for all damages occurring to the facility and termination of Field Use Permit.
4. Field and Facility Closures
- Fields and facilities may be closed at the discretion of the Park Use and Sports Field Manager and/or its designated representatives. Closures are kept to a minimum when fields and facilities remain in a playable condition. Priority is given to maintenance needs, rest and renovation periods, and sustainability for all SAMLARC fields. SAMLARC may close fields or facilities when SAMLARC engages in renovations involving any of the fields or facilities or when the health and safety of participants is threatened, due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, maintenance issues, lightning, and earthquakes.
5. Field Modifications
- Requests to modify, resize or add multiple-use fields, or make improvements to a SAMLARC field shall be submitted with conceptual drawings to the SAMLARC Park Use and Sports Field Manager and presented to the Landscape Facilities and Enhancement Committee for a recommendation to the SAMLARC Board of Directors. The SAMLARC Board of Directors' decision is final. Users may not modify a field that is being used by



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more than two organizations/teams without approval noted on request from each group president or without provision being made for use of another field(s) through SAMLARC. NOTE: Fields may not be split into more than two without written permission from the Park Use and Sports Field Manager and noted on Permit. Should the Park Use and Sports Field Manager deem it necessary, due to extenuating circumstances, fields may be temporarily split more than twice. (Short sided games in U5-U6 may be split to fill the turf areas as needed.)

6. Inclement Weather Guidelines

The purpose of this section is to guide the use of athletic fields to prevent injuries and damage to the playing surface brought upon by inclement weather and/or unsafe playing conditions. An effective field maintenance program is essential for safe, quality fields and sport complexes. User groups are asked to help by accepting and adhering to these rules. Groups who use the athletic facilities are expected to assist in protecting its participants and fields during periods of rain or inclement weather.

SAMLARC reserves the right to cancel or suspend Field Use Permits when field conditions could result in injury to players, or cause damage to the fields. Permits may also be cancelled when the health and safety of participants is threatened, due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, maintenance issues, lightning, and earthquakes.

Procedure - During inclement weather, SAMLARC's staff will assess the playability of all SAMLARC fields to determine if use will occur. The Park Use and Sports Field Manager or designated representative shall have the authority to close any/all fields within SAMLARC.

a. Criteria for Establishing Field Playability

The following information is SAMLARC's policy regarding the use of fields in wet condition. These policies and procedures apply to all sports and activities conducted on a grass field, turf area, or infield:

b. Baseball and Softball Infields – Brick Dust

Infield will be deemed unsafe and unplayable when any of the following conditions are present:

- i. There is standing water within the base paths.
- ii. Your feet slip as you walk through the infield.
- iii. The depth of your footprint is greater than one inch.
- iv. Any of the above conditions are present within the pitching area.

c. Soccer, Utility, Baseball and Softball Outfields – Turf

Outfields and turf areas will be deemed unsafe and unplayable when any of the following conditions are present:

- i. There is standing water within the majority of a single playing position. Playing positions will be determined based on the user group.
- ii. Your feet suction to the ground as you walk within the majority of a single playing position. Playing positions will be determined based on the user group.
- iii. Your footprints fill with water in the majority of a single playing position.
- iv. The depth of your footprint is greater than two inches in the majority of a single playing position.
- v. Grass can be easily dislodged from the fields during play.



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The following procedures are to be followed regarding the use of fields when there has been rain, over-watering, or other serious conditions:

- a. If it has rained within the preceding 24 hours, groups scheduled to use SAMLARC fields must call the Mudline at 949-448-6217, or visit the SAMLARC website at www.samlarc.org. The Mudline is designed to relay same-day information regarding field closures and playability, except in the case of extreme conditions or scheduled maintenance. The Mudline message will be updated by 2:30 p.m. Monday – Friday and by 7:30 a.m. Saturday and Sunday. SAMLARC personnel will make the determination of field conditions/closures. Decisions are not negotiable.
- b. SAMLARC may declare a field subject to “re-inspect.” Re-inspect fields should be evaluated by the user group at practice/game time for playability. The user group must employ the playability criteria used by SAMLARC staff and outlined above.
- c. In the event that the Mudline has not been updated or is unavailable, user groups are expected to make educated, responsible decisions regarding field condition playability. The groups should employ the playability criteria used by SAMLARC staff (as outlined above) and take into consideration the current and future quality of the turf.
- d. Groups witnessing misuse of fields by other scheduled or unscheduled users are advised to contact the Orange County Sheriff Department (949) 770-6011.
- e. Failure to follow these guidelines will result in cancellation of existing Permit(s) and/or loss of rental/allocation privileges, and/or a strike against the organization.
NOTE: Fields will be inspected by SAMLARC staff for misuse during inclement weather.

X. Appeals Process

A right of grievance or appeal process shall be determined by the Board of Directors at the time of need.

XI. Other Information

1. Concession Stand and Barbeque Use

Snack Bar facilities, where available will be permitted to Priority Group III leagues. All organizations using a Park or Sports Field or hosting an event utilizing a concession stand and/or barbeque must receive SAMLARC approval. Permitted use of a concession stand will be included in the Use Permit. Groups VI, VII, as part of their Special Park Activity need to apply for a Concession Stand Permit.

Personal, portable barbeques utilizing propane or similar type gas canisters for the fuel source are allowed only at Tijeras Creek Park and Trabuco Mesa Park, at locations adjacent to concession stand.

Use of a concession stand must be specifically authorized in writing in a Concession Stand Use Permit for the date, time, and place (DTP) specified in the Park Use Permit. Such Permits will be issued only to a nonprofit organization for fund-raising purposes. If an organization wants to use a concession stand (permanent or temporary), they must obtain a Concession Stand Use Permit from the Park Use and Sports Field Manager.



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Use of permanent or temporary concession stand at SAMLARC parks and sports fields is not allowed unless specifically authorized by SAMLARC through a Concession Permit. If such a Permit is granted, use must be in accordance with the following guidelines:

Permanent Concession

Currently there are only two (2) permanent concession stands, Tijeras Creek Park and Trabuco Mesa Park. The Concession building at Trabuco Mesa Park is owned by Rancho Trabuco Girls Softball.

- a. The concession stand may only be used for the day, time and place (DTP) set forth in the Permit.
- b. Keys to the concession stand are available from the Park Use and Sports Field Manager.
- c. If the concession stand is jointly used, or has been used by another Permit holder, coordination of turnover must be accomplished between organizations. This includes, but is not limited to, exchanging keys, disposition of food items, sharing of appliances, trash removal, etc.
- d. There is no access allowed to other locked or secured recreation building areas.
- e. Shells from seeded products and all other trash is the responsibility of the Permit Holder to manage and mitigate.
- f. Use of appliances in the concession stand is authorized. However, appliances may not exceed the available amperage.
- g. A vehicle may be used to transport food or equipment to stock the concession stand providing that:
 - i. Vehicle and driver are licensed and insured.
 - ii. Vehicle to drive no faster than walking speed.
 - iii. Vehicle to remain on ingress and egress walkways or access paths. In no case should a vehicle traverse the park via the turf areas.
 - iv. Vehicle may stay only long enough to load or unload.
 - v. This should not take place during active use of the Sports Fields.
- h. Other concessionaires are not authorized to be on the park other than those specifically authorized by the Permit.
- i. Pre-packaged food and beverages may be served. Unpackaged food or beverages shall only be prepared, assembled, processed, displayed, or served if they meet the requirements of: County of Orange, Health Care Agency, and Environmental Health Standard Operation Procedure – Requirements for Commercial Temporary Food Facilities and any local City of Rancho Santa Margarita code or policy that may apply. Compliance with these requirements is the responsibility of the Permit Holder.
- j. Power outlets inside the concession stand are available for use. However, loading wattage must be observed for outlets as there will be no access to circuit breakers in any maintenance building if breakers overload. If power cord extensions are necessary, all cabling must be secured in a safe manner, so as not to cause a safety hazard for users.
- k. Use of Permit Holder's own appliances is allowed provided they:
 - i. Do not use more power than the amperage rating of power outlets; and
 - ii. Appliances are UL approved.



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- i. Use of portable barbecues is permitted, only at Trabuco Mesa and Tijeras Creek Parks, and only under certain circumstances. These circumstances are:
 - i. On Opening Days, Saturday and Sunday games, and season-end approved tournaments.
 - ii. Propane tanks are acceptable.
 - iii. Equipment must be UL approved.
 - iv. Flammable liquid starting methods may not be used. Self-starting or electric starters only are to be used.
 - v. Barbecues must be placed outdoors. If placed on concrete, some type of barrier is to be used to keep waste off the concrete.
 - vi. While in use, barbecue must be attended by authorized organization adult(s) at all times.
 - vii. Barbeque must be secured and locked in a safe storage area (e.g. concession stand or storage bin.)
- m. The concession area must be kept clean and safe at all times during use.
- n. Inventory and equipment items may be left overnight during ongoing permitted use providing concession stand is securely locked. Any theft, vandalism, injury, food spoilage, etc., is the responsibility of the Permit holder.
- o. At the conclusion of each day's use and final use, the concession stand and area must be left in the same condition as received. Acceptable concession Stand conditions include, but are not limited to, the following:
 - i. Food or trash on floor or work surfaces is not permitted.
 - ii. All work surfaces are to be cleaned at the end of each day.
 - iii. All appliances must be disconnected, cleaned, and securely stored.
- p. When stocking the concession stand, no packaging may be placed in trash cans reserved for resident use. All packaging must be broken down and dispose of off-site or in approved dumpster.

Temporary Concession Stand

- a. A temporary concession stand may only be used for the day, time and place set forth in the Permit.
- b. A temporary concession stand may consist of a booth-type, portable concession stand, or moveable trailer or food-stand type vehicle. Trailer or food-stand type vehicles must be insured and licensed by appropriate state agencies. Temporary concession stand must be approved by the Park Use and Sports Field Manager.
- c. Shells from seeded products and all other trash is the responsibility of the Permit Holder to manage and mitigate.
- d. A vehicle may be used to transport food or equipment to stock the concession stand providing that:
 - i. Vehicle and driver are licensed and insured.
 - ii. Vehicle to drive no faster than walking speed.
 - iii. Vehicle to remain on ingress and egress walkways or access paths. In no case should a vehicle traverse the park via the turf areas.
 - iv. Vehicle may stay only long enough to load or unload.
- e. A temporary concession stand may be left overnight if the Permit allows and the Permit Holder makes provisions for public safety and security. Theft, vandalism,



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- or injury is the responsibility of the Permit Holder. In no case may any food, appliances, utensils, or any other unsecured items be left overnight.
- f. Concessionaires are not authorized to be on the park other than those specifically authorized by the Permit or Special Park Use Permit.
 - g. Pre-packaged food and beverages may be served. Unpackaged food or beverages shall only be prepared, assembled, processed, displayed, or served if they meet the requirements of County of Orange, Health Care Agency, Environmental Health, Standard Operation Procedure – Requirements for Commercial Temporary Food Facilities and any city of Rancho Santa Margarita code or policy that may apply. Compliance with these requirements is the responsibility of the Permit holder.
 - h. Use of the available park barbeques is permitted by operators of Temporary Concession Stand. No Portable barbeques are allowed. Use of the on-site barbeques should be in accordance with following guidelines:
 - i. The barbecue closest to the Temporary Concession Stand must be used.
 - ii. While starting and in use, barbecue must be attended by authorized organization adult(s) at all times.
 - iii. Barbeques must be used in a safe and secure manner at all times.
 - iv. When finished each day, coals must be thoroughly extinguished, wet down, and safely disposed of offsite.
 - i. Use of one (1) external power generator is allowed provided it meets all applicable codes, ordinances and regulations for noise and safety regulations.
 - j. All equipment must be completely removed from the Park once the authorized time specified in the Permit has elapsed.
 - k. When stocking the concession no packaging may be placed in trash cans reserved for resident use. All packaging must be broken down and dispose of offsite or in approved dumpster.
2. Vendors and Concessions
- a. User groups operating concession stand, are considered first party vendors. However food sales must meet Orange County Health Department codes and requirements. As a condition of field use, insurance requirements must be met. User groups operating concessions must receive SAMLARC approval for concession operations and have permission noted on their Permit.
 - b. Outside companies are considered secondary party vendors and are allowed at tournaments and special events only. Secondary party vendors are allowed only if under contract with a user group. Secondary party vendors are required to furnish a certificate of Commercial General Liability Insurance with coverage no less than \$1,000,000 per occurrence. "Product Liability" coverage should be included and, SAMLARC and First Service Residential LLC must be listed as "Additionally Insured."
 - c. All second party vendor food preparations and sales have to meet Orange County Health Department codes and requirements. Vendor information, and certificate of insurance must be submitted to SAMLARC no later than two weeks days prior to the event.
3. Traffic and Parking



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User groups must inform their participants and spectators to park in facility parking lots and public parking areas. If needed, user groups should post directional signs to assist participants and spectators to appropriate parking areas. When traffic and/or parking are an issue, or during post-season tournament play, the user group or organization must provide volunteers to direct participants and spectators to designated parking areas. It is the user's responsibility to alleviate traffic and parking issues. No vehicles are allowed on SAMLARC fields or property, other than parking lots without written approval. No vehicles are allowed on the park facilities during active and/or league play. Sports league parking is not permitted on residential streets in front of homes.

4. Banners/Signage/Advertisement

- a. A separate and specific Banner Policy is available at the Lago Santa Margarita Beach Club. Banner Permit Request Forms are also available at the Lago Santa Margarita Beach Club.
- b. The following outlines the guidelines for placing banners on SAMLARC sports field facilities for the purpose of allowing sports leagues to benefit by raising revenue from sponsorships, announcing upcoming league events, and proclaiming league titles received.
- c. For placement of league announcement information in locations other than at sports fields, refer to SAMLARC General Banner Policy.
- d. Sports field facilities that allow use of banners are: Tijeras Creek Park, Cañada Vista Park, Arroyo Vista Park, and Trabuco Mesa Park. Banners are not allowed at the remaining SAMLARC parks.

5. General - The intent of this guideline is as follows:

- a. Allow leagues to install banners at approved locations allowing leagues a way to raise funds, make announcements, and proclaim league successes.
- b. Sponsorship banners may remain until current season ends and league championship banners may remain indefinitely as long as they are in good condition.
- c. To expose the banners to the pedestrian traffic in the facility and to those watching games.
- d. Banners shall not exceed 24 square feet.
- e. Banners may not be placed earlier than February 1, for the spring season and must be removed upon completion of the end of season's tournaments, or July 30th. New or renewed banners may be put up September 1 for the fall season and must be removed by December 1.
- f. Registration Banners shall be consistent with the SAMLARC Temporary Banner Policy. Only one registration banner is allowed per park at the park where play will take place and removed once registration has concluded. Time allowed will be 10 days.
- g. Banner(s) may not block or obstruct irrigation.
- h. All banners must be in good repair. All 4 corners must secure to the fence via zip ties.
- i. Banners should be limited to a white background, and limited to printed words and logo.
- i. Specific Use and Placement of Banners (see Exhibit B page 25)



Athletic Field Use And Allocation Policy

- ii. Use and placement of banners at each of the four sports fields follow the general intent outlined in 1 above. However, because all of the fields are of different design and layout, separate guidelines for each are be outlined in Exhibit B.
6. Sports Field Lights
 - a. Portable lights are not allowed at any SAMLARC Park.
 - b. Tijeras Creek and Cañada Vista parks have sports field lighting and are the only parks where lighting is allowed.
 - c. Sports field lights may only be operated in conjunction with a Use Permit.
 - d. Lights are set to turn on half hour before dusk.
 - e. Lights are set to turn off at 10:00 p.m.
 - f. Leagues to provide Park Use and Sports Field Manager with a list of authorized league personnel to turn off lights early.
 - g. Games must end no later than 9:45 p.m.
 - h. Lights are not to be left on if the field is not being used.
7. Insurance
 - a. The Permit Holder shall provide evidence of Commercial General Liability insurance coverage in the form of a certificate of insurance (ACORD form 25-S or the equivalent) at limits of no less than \$1,000,000 per occurrence subject to an annual aggregate limit of \$2,000,000. Products and Completed Operations coverage at comparable limits must be included. An endorsement to the policy naming SAMLARC, its officers, directors and agents as an additional insured. Said policy shall be primary and non-contributory as to any SAMLARC owned policies of insurance; and said policy shall provide for thirty (30) days written notice to SAMLARC of cancellation, termination and/or non-renewal. Said policy shall indemnify, hold harmless and defend SAMLARC against the claims, demands, suits, actions, damage(s) to property, both real & personal, personal injury, bodily injury, or death or and the like (hereinafter cumulatively the "claims") for any claim whatsoever which derives from, through or out of any activity other than SAMLARC's sole negligence, gross negligence or willful misconduct. A copy of the Certificate of Insurance and Endorsement for the policy shall be given to SAMLARC prior to each season and thereafter whenever renewed, modified or replaced.
 - b. Any concession, or other concession, operated on SAMLARC community property shall be fully insured as to the operation by the Permit Holder in the amount noted above.
 - c. A copy of each policy of insurance (together with all endorsements) intended by Permit Holder to meet the minimum insurance provided herein, must be provided to SAMLARC annually in order to secure a Park Use Permit.
 - d. All vehicles which are used by the Permit Holder at the Recreational Facility (ies) covered by the Park Use Permit shall be covered by insurance to the following minimum: \$100,000 per person, \$300,000 per occurrence.
 - e. All Permit Holders, whether they have employees and/or volunteers associated with the activities being conducted by the Permit Holder on SAMLARC property, must provide evidence of Workers Compensation insurance coverage subject to statutory limits. In addition, evidence of Employers Liability insurance must be provided at limits of no less than the following limits of liability: \$500,000 each



Athletic Field Use And Allocation Policy

accident / \$500,000 each employee / \$500,000 Policy limit. A Waiver of Subrogation endorsement in favor of SAMLARC, its officers, directors and agents must accompany the evidence of insurance.

- f. Any organization with an approved structure on SAMLARC property will provide property insurance coverage in the amount to cover the replacement cost of the structure.
 - g. An example of the certificate and endorsement is attached to the application.
8. Amplified Sound

Requests for amplification of sound must be submitted in writing at the time of submission of a Field Use and or a Special Park Use application. If approved, an Amplified Sound Permit will be issued with the Field Use Permit or a Special Park Use Permit.

The use of amplified sound (PA systems) requires an Amplified Sound Permit and adherence to the guidelines listed therein.

- a. Amplified sound is for the purpose of music and general announcements within the venue and volume should be kept at a level within those borders as much as possible so as not to disturb neighboring residents. It should only be at the permitted park type activity, in the designated area and at the times noted. Amplified sound must be directional to the venue as much as possible.
- b. The exact location and hookup must be approved by the SAMLARC Park Use and Sports Field Manager or their designate.
- c. Amplified sound may only be used on the dates and times listed on the Permit and only at specific events, i.e., opening day, playoffs, tournaments and picture day.
- d. Permission to use amplified sound in SAMLARC parks is granted or denied by the Park Use and Sports Field Manager and SAMLARC General Policy and Guidelines.



Athletic Field Use And Allocation Policy

XII. Exhibit A: Sports Season Priority and Rest and Renovation

“These time frames are flexible and not permanent.”

Altisima Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rest & Renovation		Spring Sport Priority Use				Rest & Renovation		Fall Sport Priority Use		Rest & Renovation	

Arroyo Vista Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rest & Renovation		Spring Sport Priority Use				R&R		Fall Sport Priority Use		R&R	

Cañada Vista Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rest & Renovation		Spring Sport Priority Use				R & R		Fall Sport Priority Use		R&R	

Monte Vista Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rest & Renovation		Spring Sport Priority Use				R & R		Fall Sport Priority Use		R&R	

Solana Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rest & Renovation		Spring Sport Priority Use				R & R		Fall Sport Priority Use		R&R	

Tijeras Creek Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rest & Renovation		Spring Sport Priority Use				R&R		Fall Sport Priority Use		R&R	

Trabuco Mesa Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Spring Sport Priority Use						R&R		Fall Sport Priority Use		R&R	

Vista Verde Park

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
R&R		Spring Sport Priority Use				Rest & Renovation		Fall Sport Priority Use		Rest & Renovation	



Athletic Field Use And Allocation Policy

XIII. Exhibit B Sports Field Banners

A. Cañada Vista Park

1. Attachment A
 - a. Figure 1 – Field 1
 - i. Banners may be placed on the permanent outfield fence, facing in only. They must fit inside each panel dimension – 10' x 5'. No more than 30 banners on outfield fence.
 - b. Figure 2 – Field 1
 - i. Banners may be placed on the dugouts 1st base side.
 - c. Figure 3 –Field 1
 - i. Banners may be placed on the dugout 3rd base side.
 - d. Figure 4 – Field 1 & 2
 - i. Banner language may be placed on scoreboard space allowed by manufacturer. The Scoreboard shall not be expanded to accommodate additional banners without prior review by SAMLARC and City.
 - e. Figure 5 – Field 2
 - i. Banners may be placed on the permanent outfield fence, facing in only. Banner must fit inside each panel dimension – 10' x 5'. No more than 30 banners on outfield fence.
 - f. Figure 6 – Field 2
 - i. Banner may be placed on backstop in the 2nd 10' panels, one side only, as shown. Banners may be centered but should not be more than 5' in height.

B. Arroyo Vista Park

1. Attachment B
 - a. Figure 1 – Fields 1 and 2
 - i. Banners may be placed on either backstop in the fence space behind the backstop header board. The banner should not exceed 3'x 4'.

C. Tijeras Creek Park

1. Attachment C
 - a. Figure 1 – Field 1
 - i. Banners may be placed on 1st base and 3rd base side 4' permanent foul ball extension fences. They must not start until the 5th panel (following the dugout). They must fit inside each panel dimension – 10' x 5'. Banners may also be placed in the 15' or 20' max backstop panel level.
 - b. Figure 2 – Field 1
 - i. Banners may be placed on the 3rd and 4th back stop tier facing field. (20 ft. high max).
1. Attachment D
 - a. Figure 1 – Field 2
 - i. Banners may be placed on 1st base side 4' permanent foul ball extension fences. They must not start until the 6th panel (following the dugout). They must fit inside each panel dimension – 10' x 5'. Banners may also be placed



Athletic Field Use And Allocation Policy

in the 15' or 20' max backstop panel level. Banners are to be placed forward to the field.

- b. Figure 2 – Field 2
 - i. Banners may be placed on 3B side 4' extension fences. They must not be placed before the 8th panel (past chair seating). They must fit inside each panel dimension – 10' x 5'. Banner may face away from the field.
- c. Figure 3 – Field 2
 - i. Banner language may be put on scoreboard space allowed by manufacturer. The Scoreboard shall not be expanded to accommodate additional banners without prior review by SAMLARC and the City.
1. Attachment E
 - a. Figure 1 – Field 3
 - i. Banners may be placed in the 15' or 20' max backstop panel level. Banners may not be on both sides at the 20' panel level, only on both sides at the 15' panel level. They must fit inside each panel dimension – 10' x 5'. They may also be placed on the side fencing and the 15' panel level and may only face inward. They may also be placed on 4' extension fencing where bull pen is only. They must fit inside each panel dimension – 10' x 5'. No banners are allowed on 1B side (school side) of this field. All banners to face the field.

D. Trabuco Mesa Park

1. Attachment F
 - a. Figure 1 – Area location for Banners at Trabuco Mesa Park.
 - b. Figure 2 – Banners on backstop 1, 2, 3, at the backstop board levels.
 - c. Figure 3 – Banners allowed on all dugouts backs.
 - d. Figure 4 – Banners allowed on batting cages.
 - e. Figure 5 – Banners allowed on the dugouts facing the center courtyard area.

Athletic Field Use And Allocation Policy

Attachment A - Figure 1



Attachment A - Figure 2



Athletic Field Use And Allocation Policy

Attachment A - Figure 3



Attachment A - Figure 4

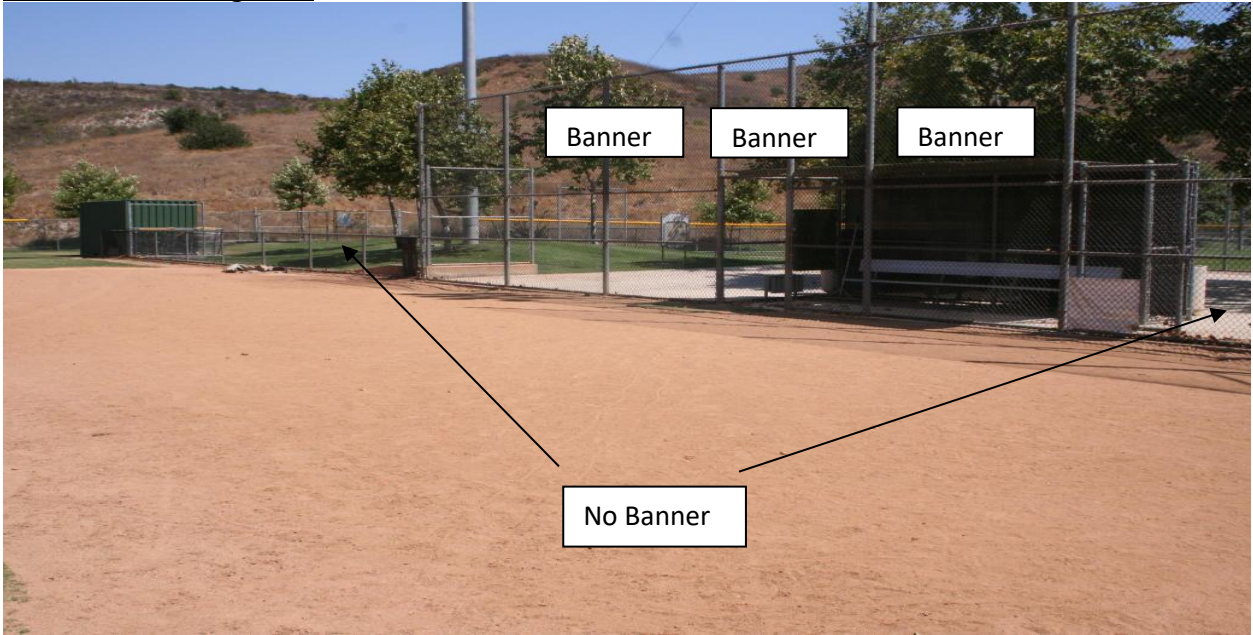


Athletic Field Use And Allocation Policy

Attachment A - Figure 5



Attachment A - Figure 6



Athletic Field Use And Allocation Policy

Attachment B - Figure 1



Attachment C - Figure 1 & 2

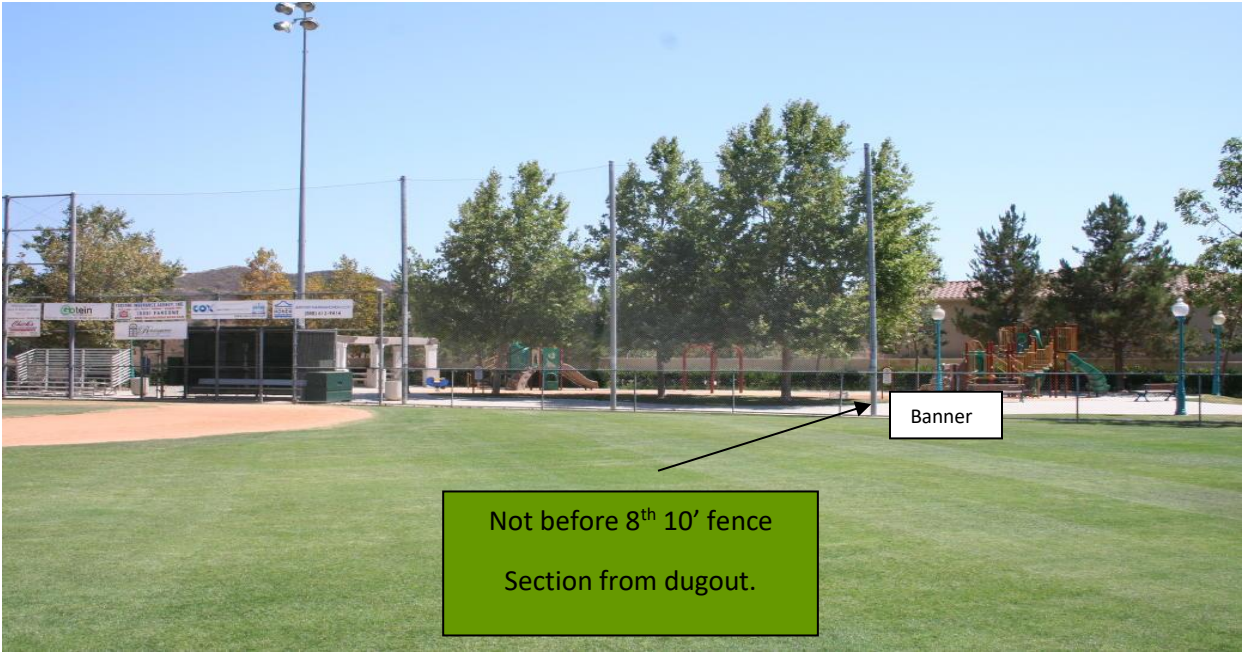


Athletic Field Use And Allocation Policy

Attachment D - Figure 1



Attachment D - Figure 2

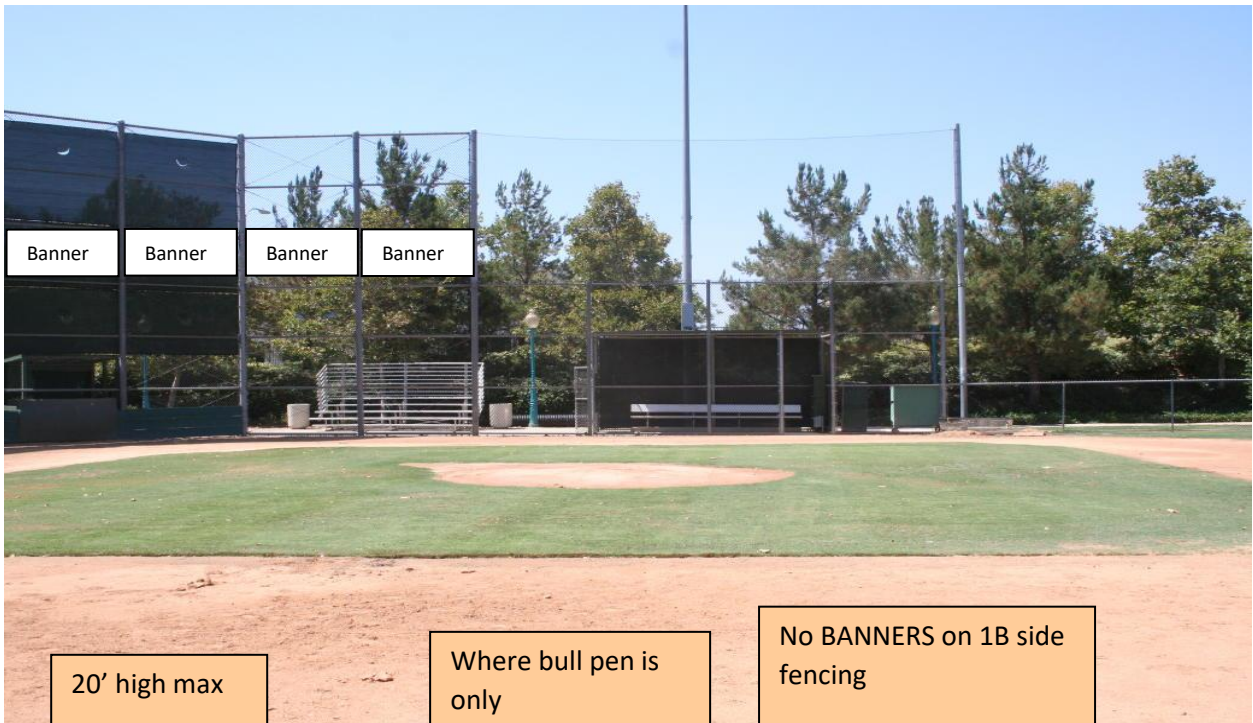


Athletic Field Use And Allocation Policy

Attachment D - Figure 3 All Score Boards

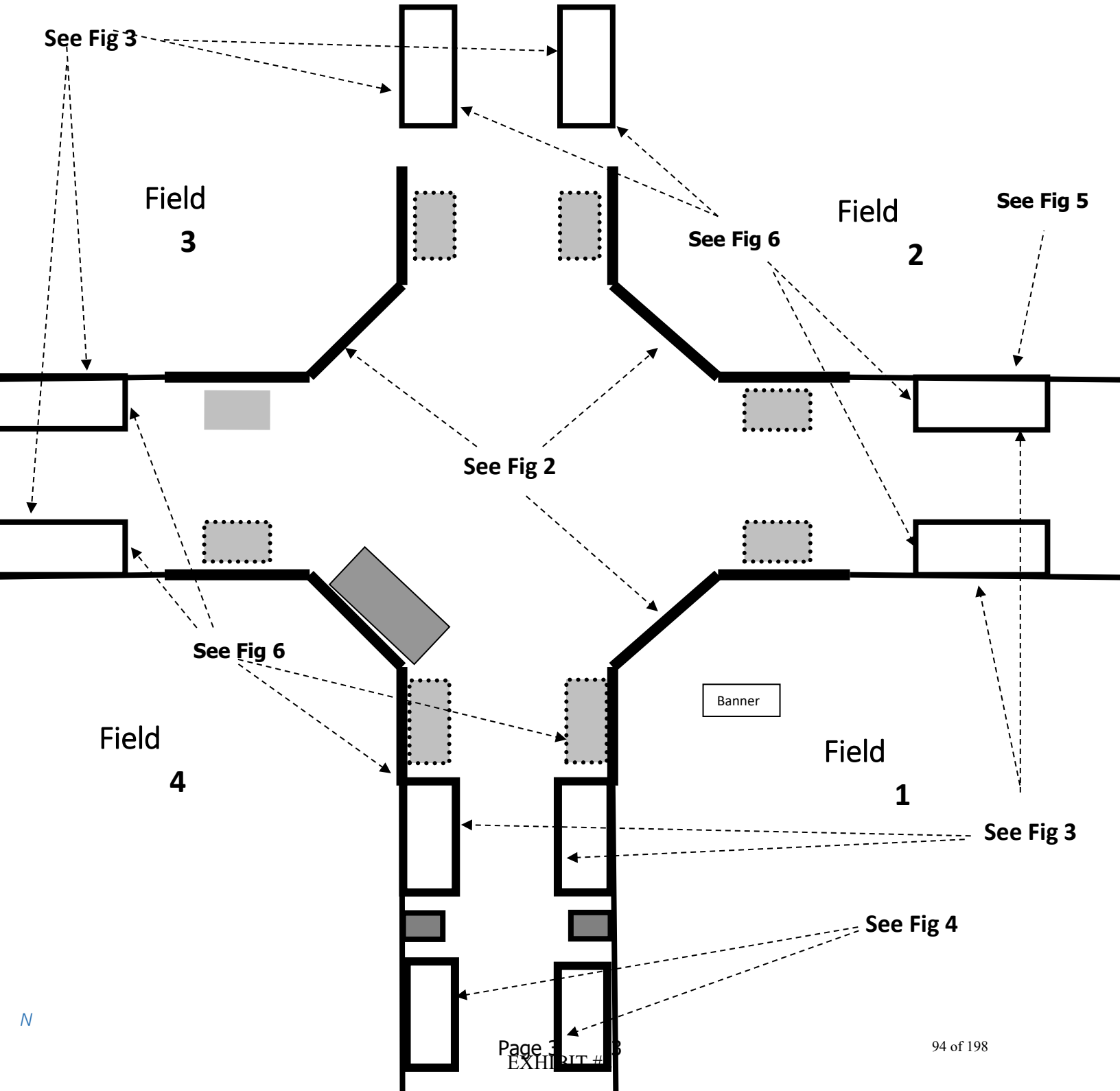


Attachment E - Figure 1



Athletic Field Use And Allocation Policy

**Attachment F – Figure 1
Area Location for Banners
Trabuco Mesa**

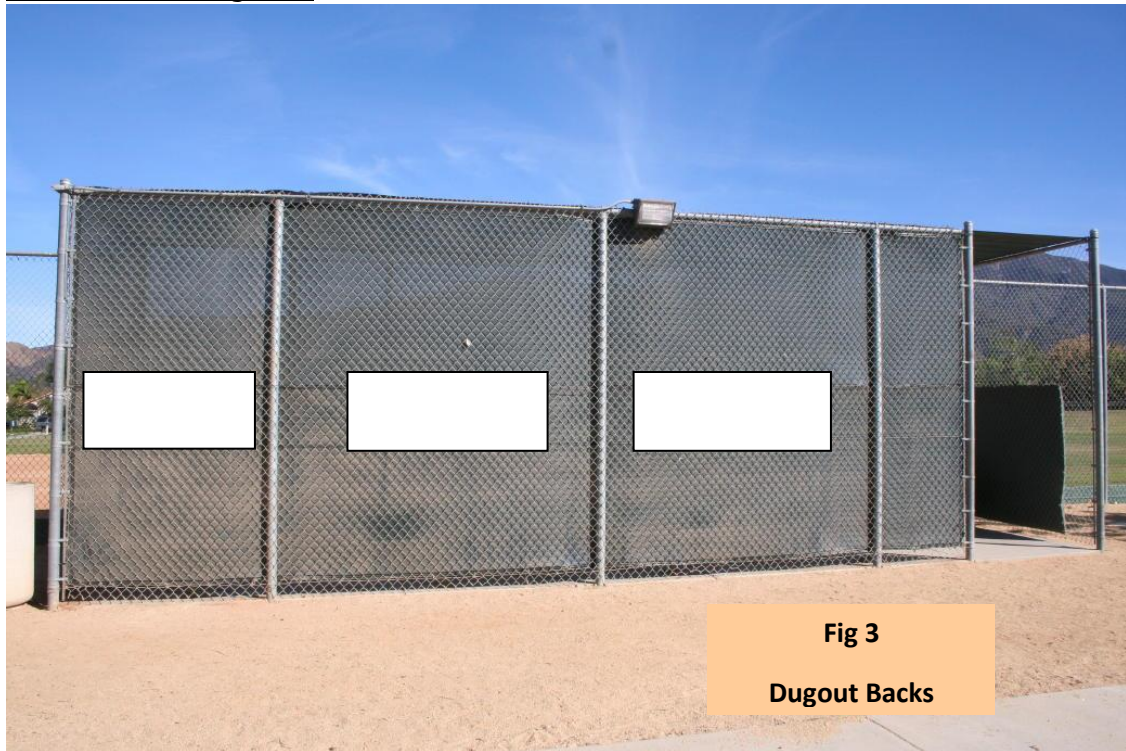


Athletic Field Use And Allocation Policy

Attachment F - Figure 2



Attachment F - Figure 3



Athletic Field Use And Allocation Policy

Attachment F - figure 4



Attachment F - Figure 5



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: June 24, 2020

Board Item: Education Technology Joint Powers Authority Master Contract – Instructure, Inc.
dba Canvas

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 and preserving District resources. Education Technology Joint Powers Authority (Ed Tech JPA) Master Contract with Canvas has a term through June 30, 2021.

FINANCIAL IMPLICATIONS

The estimated annual expenditure utilizing the proposed Ed Tech JPA Master Contract with Canvas is \$227,000 funded by the general fund. Actual expenditures will vary depending on the availability of funds and various selected components. The Technology and Information Services department and Education Services Division intends to use this piggyback contract to procure a learning management system.

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 Ed Tech JPA Master Contract with Instructure Inc. dba Canvas and any subsequent revisions, amendments, and extensions for the purchase and warranty of technology goods and services, specifically a learning management system.

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

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



Services Order Form

Order #: Q-129207-1
 Date: 5/28/2020
 Offer Valid Through: 6/30/2020

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Capistrano Unified

Address: 33122 Valle Rd.
 City: San Juan Capistrano
 State/Province: California
 Zip/Postal Code: 92675
 Country: United States

Order Information
 Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: _____
 Email: _____
 Phone: _____

Primary Contact

Name: John Morgan
 Email: jamorgan@capousd.org
 Phone: +1.949.234.9200

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2020	6/30/2021	User	47,000	USD 3.15	USD 148,050.00
24x7 Tier 1 Support (Faculty Only)	7/1/2020	6/30/2021	30% of Subscription (Minimums Apply)	1	USD 44,415.00	USD 44,415.00
Canvas Subscription Training - Annual Unlimited	7/1/2020	6/30/2021	% of subscription (Minimums Apply)	1	USD 14,805.00	USD 14,805.00
Recurring Sub-Total						USD 207,270.00
Standard Implementation			Per Implementation	1	USD 9,500.00	USD 9,500.00
Canvas - Tier 1 Support Setup			One Time Fee	1	USD 500.00	USD 500.00
Canvas Custom Training			Per Hour	18	USD 450.00	USD 8,100.00
Instructional Design: Ready Made Template			Per Each	2	USD 1,000.00	USD 2,000.00
Non-Recurring Sub-Total						USD 20,100.00
Year 1 Total						USD 227,370.00
Grand Total:						USD 227,370.00

Deliverable	Description	Expiration
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A
Canvas Training Subscription for 1 Year - 20 Users	Access to unlimited instructor-led online training for up to 20 named Canvas subscription users from Effective Date until the earlier of 12 months after subscription start date or the last date of the contracted subscription.	12 Months
Canvas Implementation	As needed, your implementation will include the following: *Access to API documentation and consulting with client resources on the client initiated data strategy. *Assistance in configuring and testing authentication integration for currently supported technologies including LDAP, SAML, and CAS. Instructure will take a consultant role on the effort and guide client resources to complete the integration. Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page. *Access to guides, public courses, and best practices documentation. Documented best practices for driving high Canvas adoption and usage.	N/A
Data Provisioning for Canvas Instance	Your Implementation Consultant (IC) will provide expertise and best practices regarding data provisioning for your Canvas instance. This includes consultation for manual UI management, SIS imports, and any available SIS integrations, including grade pass back. Access to relevant Community guides and API documentation will be provided. Your IC will also discuss and execute a remapping plan if you are switching Student Information Systems and remapping within Canvas is necessary.	12 Months
Instructional Design: Ready Made Template	Select One Pre-Built Template from our suite of designs. Templates are built with a variety of audience needs in mind. Instructions are included to modify design elements as needed.	12 Months
Canvas - Tier 1 Support Setup	One-time fee for Tier 1 Support	N/A
Canvas Custom Training	1 Hour of remote webinar training. Customized agenda developed based on client specific needs.	12 Months

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
User	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

Duration: Instructure may begin providing the services on the later of: (i) ninety (90) days prior to the earliest start date; or (ii) the date of the last signature on this Order Form ("Effective Date"). Notwithstanding the foregoing, any third-party content purchased under this order form will be made available on the applicable start date listed above.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>
 Bridge: <https://www.getbridge.com/support-terms>
 Folium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

This Order Form and the attached Purchase Agreement are being entered into between Instructure and Customer pursuant to the award of RFP No. 18/19-03 with Education Technology Joint Powers Authority and resulting Master Agreement between it and Instructure.

Billing Frequency Term:
 Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION

TAX INFORMATION

Is a Purchase Order required for the purchase or payment of the products on this order form? _____

Check here if your company is tax exempt: _____

Please email any/all exemption certifications to ar@instructure.com.

Please Enter (Yes or No): _____

If yes, please enter PO Number: _____

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

Capistrano Unified

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure Terms and Conditions

These terms and conditions apply to the provision of the products or services by Instructure, Inc. (“**Instructure**”) to the entity identified in the Order Form (“**Customer**”). An “**Order Form**” means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the “**Agreement**.” Instructure and Customer are referred to in this Agreement each as a “**party**” and together as the “**parties**.”

1. Service. Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the “**Service**”). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support (“**Support**”) pursuant to the terms described on the Order Form. For purposes of this Agreement, “**User**” means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.

2. Customer Restrictions. Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure’s policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface (“**API**”) will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.

3. Customer Responsibilities. Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the “**AUP**”). Customer agrees to reasonably assist Instructure in connection with a User’s adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User’s account.

4. Representations. Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.

5. Instructure Warranties. Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. As Customer’s sole and exclusive remedy for Instructure’s breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUMENT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUMENT DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUMENT IN THIS SECTION 5.

6. Fees. As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form (“**Fees**”) annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users’ and Customer’s access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.

7. Service Standard. Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% (“**Service Commitment**”). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer’s initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Instructure. Customer’s sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.

8. Compliance. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended (“**Personal Information**”). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.

9. Customer Content. As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service (“**Customer Content**”) remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer’s instructions.

10. Data Use. Customer agrees that data derived from Instructure’s provision of the Service or Customer’s use of the Service (“**Usage Data**”) may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.

11. Third-Party Services. Customer may access third-party services, content or links through the use of the Service (collectively “**Third-Party Services**”). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.

12. Limitation of Liability. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY’S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY’S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

13. Confidentiality. Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries’ controls, is controlled by or is under common control with such party (an “**Affiliate**”) may disclose (in such capacity the “**Disclosing Party**”) Confidential Information to the other party or its Affiliates (in such capacity, the “**Receiving Party**”) in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party’s employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, “**Confidential Information**” means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party’s businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. . For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information.

14. Proprietary Rights. As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. “**Instructure Intellectual Property**” means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; and (d) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

15. Term and Termination. The term of this Agreement is specified in the Order Form (“**Term**”) and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.

16. Suspension of Service. Instructure may suspend a User’s access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to

provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.

17. Indemnification.

17.1 Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (z) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP.

17.2 The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

18. General. Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Delaware without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Instructure's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

Updated 02/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 24, 2020

**EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY MASTER CONTRACT –
INSTRUCTURE, INC. DBA CANVAS**

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: Susan Holliday, Associate Superintendent Education Services
Bradley Shearer, Assistant Superintendent Curriculum and
Instruction Preschool-Grade 5

Date: June 24, 2020

Board Item: Agreement for Services with Curriculum Associates

HISTORY

In 2019-2020, the District purchased the diagnostic assessment component of Curriculum Associates “i-Ready program” for use at all schools in order to measure student math achievement 3 times a year. The license was for the diagnostic assessment component and did not include the online instructional program. The goal was to establish a common assessment used across the District to measure student math performance. The District implemented the diagnostic assessment for students in grades 1-5 beginning in Fall 2019. Some school sites used site funds to purchase licenses for the online instructional program. In most cases, sites purchased between 75-100 licenses for the online instructional program and assigned those licenses to students who were in need of additional support.

BACKGROUND INFORMATION

The online instructional program was used to target invention and extension for small groups of students. Staff observed gains in student math proficiency using this additional component. When schools closed in mid-March 2020, Curriculum Associates offered the District free access for all of its students, K-5, to use the online math instructional program during the closure. All teachers were informed about the availability of the program and many incorporated the use of i-Ready in their distance-learning program. Free access to the program continues through the summer but will discontinue for the start of the 2020-2021 school year.

The online instructional program takes the results of a student’s diagnostic assessment and creates an individualized learning path for that student, focusing on the skills and content the student needs. Teachers can also assign specific content to students. It is recommended that students spend between 30-45 minutes a week on the program, in addition to their regular math instruction. The program benefits all students due to its personalized approach. Students who are struggling with basic concepts and skills get additional help and support. Students on level and advanced get support to help them move to higher levels of mathematical understanding.

CURRENT CONSIDERATIONS

The District recommends approval to purchase site licenses for each of its 35 elementary school sites (not including RH Dana ENF) for the 2020-2021 school year. The licenses provide access to both i-Ready's online instructional program and the diagnostic assessments. All students in grades K-5 would have access to, and use i-Ready as a supplement to their core math instruction. This tool is critical now to support diagnosing and planning for unfinished learning. With this resource teachers will be able to strategically intervene and purposefully prioritize essential learning.

Teachers' need this tool now more than ever to gain a more detailed picture of student learning needs and to intervene and scaffold supports. With i-Ready students will have access to a tool to support offsetting knowledge loss. The cost to provide site licenses to 35 elementary school sites is \$364,149. Costs also include technical support, support for implementation planning, data reviews, and regular check-in's with District staff. This is a 1-year agreement and licenses would need to be renewed each year.

FINANCIAL IMPLICATIONS

The estimated total expenditure for the site licenses is \$364,149, funded by 2020-2021 CARES Act.

STAFF RECOMMENDATION

Approval of Agreement for Services with Curriculum Associates.

PREPARED BY: Bradley Shearer, Assistant Superintendent Curriculum and Instruction
Preschool-Grade 5

APPROVED BY: Susan Holliday, Associate Superintendent Education Services

Customer Agreement

This Customer Agreement (the “Agreement”) is entered into by and between Capistrano Unified School District (the “District”), with offices at 33122 Valle Rd, San Juan Capo, CA 92675 and Curriculum Associates, LLC (“Curriculum Associates”), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this agreement shall take effect on June 16, 2020 (the Effective Date”).

- 1. License.** Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading, and/or the e-book versions and digital components of Ready Classroom™ Mathematics, and/or Ready® Teacher Toolbox for Math and/or Reading (together, the “Digital Products”) for the number of users (or the number of site licenses) listed on the Price Quote or Cost Estimate included as Exhibit A (the “Price Quote”), solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement. If any components of the Digital Products are not listed on the Price Quote, they are not included in the scope of the license.
- 2. Term.** This Agreement shall take effect on the Effective Date and shall remain in effect until Customer no longer has a validly purchased license to use the Digital Products, unless earlier terminated in accordance with Section 11 hereof.
- 3. Pricing and Payment.** Pricing for the Digital Products, and any other products being purchased by the District, are listed on the Price Quote. The Digital Products and any other such products purchased under the Price Quote may be referred to in this Agreement as “Products”. The District will provide Curriculum Associates a valid Purchase Order within 10 days of signing this Agreement. Curriculum Associates will invoice District based on this Purchase Order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of the invoice.
- 4. Copyright and Proprietary Rights.** The Products and the content contained therein, and any training material provided in connection with the Services, are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Products and in the software, text, graphics, design elements, audio, music and all other materials contained in the Products are reserved by Curriculum Associates and its licensors. The District may not use the Products in any manner that infringes the proprietary rights of any person or entity.
- 5. Data Ownership and Security.** In connection with the District’s use of i-Ready®, the District will be asked to provide Curriculum Associates with data about the District’s students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the District inputs into i-Ready®. As the District’s students use i-Ready®, data will be generated about students’ usage, performance and progress. Both the information the District inputs and the data generated by students’ usage will be referred to in this Agreement as “Customer Data”. The District shall own all right, title and interest in and to the Customer Data. However, the District hereby grants Curriculum Associates: (a) a limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to i-Ready® available to the District and otherwise fulfill its obligations under this Agreement; and (b) a perpetual, royalty-free license to

use De-identified Data (as hereinafter defined) for product development, research and other purposes consistent with the Family Education Rights Privacy Act (“FERPA”). For purposes of this Agreement, “De-identified Data” means data generated by the usage of i-Ready® from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. All Customer Data held by Curriculum Associates will be made available to the District upon the District’s written request.

Curriculum Associates takes the protection of Customer Data, particularly personally-identifiable Customer Data, very seriously. Curriculum Associates will not reveal student names, identifiers or individual assessment results to any third parties. Curriculum Associates will not use any Customer Data to advertise or market to students or parents. Curriculum Associates will not change how Customer Data is used or shared under the terms of this Agreement without the prior written consent of the District. A full description of the security measures that Curriculum Associates takes is set forth in Curriculum Associates’ Data Handling Policy, which is attached as Exhibit B.

6. **Compliance with California Assembly Bill 1584, Student Online Personal Information Protection Act (“SOPIPA”), and California Consumer Privacy Act (“CCPA”).** Curriculum Associates and District agree to comply with California Assembly Bill 1584, SOPIPA, and the CCPA (each, as and when applicable) as described on the California Compliance Addendum attached as Exhibit C hereto (the “Addendum”).
7. **Access to the Digital Product.** The District’s authorized users will need valid usernames and passwords to access the Digital Products. The District is responsible for the integrity and security of these usernames and passwords. The District will advise Curriculum Associates immediately if any of the District’s usernames and/or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Digital Products available to the District 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the District reasonable notice where possible and which Curriculum Associates shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Curriculum Associates’ reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.
8. **Limitations of Use.** The District shall not, nor permit any of its authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the Digital Products; (b) modify, copy, translate or create derivative works based on the Digital Products or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Digital Products; (d) use the Digital Products for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within the District’s organization; or (e) remove any proprietary notices from the Digital Products.

The District may not reproduce, upload, post, transmit, download or distribute any part of the Digital Products content or information, or information accessed at other sites through links made from the Digital Products, other than printing out or downloading portions of the text and images for use in connection with the work of the District’s organization. If the District’s users leave the Digital Products via a link to a third party site, Curriculum Associates is in no way responsible for that third party site, and the District’s use of that third party site will be governed by that site’s terms of use,

not this Agreement.

The District must use the Digital Products in compliance with all applicable laws, rules and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

9. Services. If the Price Quote includes the provision of professional development and/or training services (the "Services"), Curriculum Associates agrees to provide such Services in a time, place and manner mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards.

10. Limitation of Warranties and Liability

EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET ALL OF THE DISTRICT'S REQUIREMENTS, WILL BE ACCURATE OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

IN NO EVENT SHALL CURRICULUM ASSOCIATES OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CURRICULUM ASSOCIATES TO THE DISTRICT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY THE DISTRICT TO CURRICULUM ASSOCIATES FOR ACCESS TO THE PRODUCT.

11. Termination. Curriculum Associates reserves the right to terminate this Agreement at any time during the Term if the District does not comply with the terms of this Agreement. In addition, Curriculum Associates may terminate this Agreement, or any portion of the licenses granted hereunder, effective immediately upon written notice, for non-payment by the District.

12. Notice. Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt to:

Curriculum Associates, LLC

153 Rangeway Road

North Billerica, MA 01862

Attention: Jill Bradford, Vice-President, General Counsel Tel: 978-339-4388

Fax: 800-355-1158

jbradford@cainc.com

Capistrano Unified School District

33122 Valle Road,

San Juan Capo, CA 92675

Attention: Bradley Shearer
bjshearer@capousd.org

Notices may be provided by electronic mail.

- 13. Choice of Law and Jurisdiction.** This Agreement and all of the rights and obligations of the parties shall be governed by laws and courts of the State of California, without regard to its conflict of law principles. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
- 14. Entire Agreement.** This document and all exhibits, attachments and subsequent District purchase orders, represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

The parties hereby agree to be bound by the terms and conditions of this Customer Agreement.

Capistrano Unified School District

Name: _____

Title: _____

Curriculum Associates, LLC



Robert Waldron

Chief Executive Officer

Exhibit A

Curriculum Associates®

Prepared For:

Bradley Shearer
Capistrano Unified School Dist
33122 Valle Rd,
San Juan Capo, CA 92675

3/20/2020

Dear Bradley Shearer,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 204114.9 Valid through: 12/31/2020

Product	List Price	Net Price
i-Ready	\$458,240.00	\$364,149.00
	List Total:	\$458,240.00
	Savings:	\$94,091.00
	Shipping/Tax/Other:	\$0.00
	Total:	\$364,149.00

Thank you again for your interest in Curriculum Associates.

Sincerely

David Kootman
760-521-6055
dkootman@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 204114.9 Date: 3/20/2020 Valid through: 12/31/2020

Prepared For:

Bradley Shearer
Capistrano Unified School Dist
33122 Valle Rd,
San Juan Capo, CA 92675
bjshearer@capousd.org
(949) 234-9200

Your Representative:

David Kootman
 760-521-6055
 dkootman@cainc.com

Arroyo Vista School 23371 Arroyo Vis, Rcho Sta Marg, CA 92688

Total Building Enrollment: 389

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$9,414.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,414.00

Bathgate ES 27642 Napoli Way, Mission Viejo, CA 92692

Total Building Enrollment: 651

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$11,088.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$11,088.00

Canyon Vista ES 27800 Oak View Dr, Aliso Viejo, CA 92656

Total Building Enrollment: 540

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$11,088.00
Shipping:						\$0.00
Tax:						\$0.00

School Subtotal: \$11,088.00

Capistrano Virtual School 32972 Calle Perfecto, San Juan Capo, CA 92675

Total Building Enrollment: 111

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Per Student License 1 Year	Multiple	13087.0	111	\$30.00	\$30.00	\$3,330.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$3,330.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$3,330.00

Carl Hankey School 27252 Nubles, Mission Viejo, CA 92692

Total Building Enrollment: 373

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$9,414.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,414.00

Castille ES 24042 Via La Coruna, Mission Viejo, CA 92691

Total Building Enrollment: 547

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$11,088.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$11,088.00

Chaparral ES 29001 Sienna Pkwy, Ladera Ranch, CA 92694

Total Building Enrollment: 785

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00

Subtotal:	\$11,088.00
Shipping:	\$0.00
Tax:	\$0.00
School Subtotal:	\$11,088.00

Clarence Lobo ES 200 Avenida Vista Montana, San Clemente, CA 92672

Total Building Enrollment: 366

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$9,414.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,414.00

Concordia ES 3120 Avenida Del Presidente, San Clemente, CA 92672

Total Building Enrollment: 575

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$11,088.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$11,088.00

Del Obispo ES 25591 Camino Del Avion, San Juan Capo, CA 92675

Total Building Enrollment: 356

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$9,414.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,414.00

Don Juan Avila ES 26278 Wood Canyon Dr, Aliso Viejo, CA 92656

Total Building Enrollment: 777

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
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i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
					Subtotal:	\$11,088.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$11,088.00

Esencia K-8 School 5 Aprender St, Ran Msn Viejo, CA 92694

Total Building Enrollment: 449

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
					Subtotal:	\$9,414.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$9,414.00

George White ES 25422 Chapparosa Park Rd, Laguna Niguel, CA 92677

Total Building Enrollment: 522

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
					Subtotal:	\$11,088.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$11,088.00

Harold Ambuehl ES 28001 San Juan Creek Rd, San Juan Capo, CA 92675

Total Building Enrollment: 358

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
					Subtotal:	\$9,414.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$9,414.00

Hidden Hills ES 25142 Hidden Hills Rd, Laguna Niguel, CA 92677

Total Building Enrollment: 366

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$9,414.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,414.00

John S Malcom ES 32261 Charles Rd, Laguna Niguel, CA 92677

Total Building Enrollment: 605

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$11,088.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$11,088.00

Kinoshita ES 2 Via Positiva, San Juan Capo, CA 92675

Total Building Enrollment: 534

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$11,088.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$11,088.00

Ladera Ranch ES 29551 Sienna Pkwy, Ladera Ranch, CA 92694

Total Building Enrollment: 722

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$11,088.00
Shipping:						\$0.00

Tax:	\$0.00
School Subtotal:	\$11,088.00

Laguna Niguel ES 27922 Niguel Heights Blvd, Laguna Niguel, CA 92677

Total Building Enrollment: 467

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$9,414.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,414.00

Las Flores ES 25862 Antonio Pkwy, Rcho Sta Marg, CA 92688

Total Building Enrollment: 461

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$9,414.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,414.00

Las Palmas ES 1101 Calle Puente, San Clemente, CA 92672

Total Building Enrollment: 889

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$15,840.00	\$14,256.00	\$14,256.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$14,256.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$14,256.00

Marblehead ES 2410 Via Turqueza, San Clemente, CA 92673

Total Building Enrollment: 354

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00

i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
					Subtotal:	\$9,414.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$9,414.00

Marian Bergeson ES 25302 Rancho Niguel Rd, Laguna Niguel, CA 92677

Total Building Enrollment: 643

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
					Subtotal:	\$11,088.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$11,088.00

Moulton ES 29851 Highlands Ave, Laguna Niguel, CA 92677

Total Building Enrollment: 570

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
					Subtotal:	\$11,088.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$11,088.00

Oak Grove ES 22705 Sanborn, Aliso Viejo, CA 92656

Total Building Enrollment: 668

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
					Subtotal:	\$11,088.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$11,088.00

Oso Grande ES 30251 Sienna Pkwy, Ladera Ranch, CA 92694

Total Building Enrollment: 1153

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$15,840.00	\$14,256.00	\$14,256.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$14,256.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$14,256.00

Palisades ES 26462 Via Sacramento, Capo Beach, CA 92624

Total Building Enrollment: 445

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$9,414.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,414.00

Philip Reilly ES 24171 Pavion, Mission Viejo, CA 92692

Total Building Enrollment: 450

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$9,414.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,414.00

Richard Henry Dana School 24242 La Cresta Dr, Dana Point, CA 92629

Total Building Enrollment: 186

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 200 or fewer Students 1 Year	Multiple	14941.0	1	\$4,340.00	\$3,906.00	\$3,906.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$3,906.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$3,906.00

San Juan ES 31642 El Camino Real, San Juan Capo, CA 92675

Total Building Enrollment: 785

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$11,088.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$11,088.00

Tijeras Creek ES 23072 Avenida Empresa, Rcho Sta Marg, CA 92688

Total Building Enrollment: 337

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 201-350 Students 1 Year	Multiple	14942.0	1	\$7,350.00	\$6,615.00	\$6,615.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$6,615.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$6,615.00

Truman Benedict ES 1251 Sarmentoso, San Clemente, CA 92673

Total Building Enrollment: 671

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 501-800 Students 1 Year	Multiple	14944.0	1	\$12,320.00	\$11,088.00	\$11,088.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$11,088.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$11,088.00

Viejo ES 26782 Via Grande, Mission Viejo, CA 92691

Total Building Enrollment: 481

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$9,414.00

Shipping:	\$0.00
Tax:	\$0.00
School Subtotal:	\$9,414.00

Vista Del Mar ES 1130 Avenida Talega, San Clemente, CA 92673

Total Building Enrollment: 964

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 801-1200 Students 1 Year	Multiple	14945.0	1	\$15,840.00	\$14,256.00	\$14,256.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$14,256.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$14,256.00

Wagon Wheel ES 30912 Bridle Path, Coto De Caza, CA 92679

Total Building Enrollment: 414

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$9,414.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,414.00

Wood Canyon ES 23431 Knollwood, Aliso Viejo, CA 92656

Total Building Enrollment: 468

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Site License 351-500 Students 1 Year	Multiple	14943.0	1	\$10,460.00	\$9,414.00	\$9,414.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$9,414.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,414.00

Total		
	List Total:	\$458,240.00
	Savings:	\$94,091.00
	Merchandise Total:	\$364,149.00
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$0.00
	Total:	\$364,149.00

Special Notes
 10% discount applied to i-Ready based on scope of quote. Includes i-Ready Assessment and Online Instruction for Math for all schools listed. All i-Ready purchases require professional development.

F.O.B.: N. Billerica, MA 01862
 Shipping: Shipping based on MDSE total
 Terms: Net 30 days, pending credit approval
 Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y36

Curriculum Associates®

Placing an Order

Please attach quote to all signed purchase orders.

- 1) **Email:** orders@cainc.com
- 2) **Fax:** 1-800-366-1158
- 3) **Mail:**
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates, LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000.00 to \$4,999.99	10% of order
\$5,000.00 to \$99,999.99	8% of order
\$100,000.00 and more	6% of order

Please contact local CA Representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500 lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits including but not limited to BRIGANCE® Kits. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

Exhibit B

Curriculum Associates, LLC California Data Handling Statement

1. Purpose.

Curriculum Associates takes the protection of our customers' data and information, particularly student data, very seriously. The purpose of this Data Handling Statement is to inform Curriculum Associates' customers about its current data security policies and practices, which are intended to safeguard this sensitive information. Curriculum Associates handles customer data in a manner consistent with applicable laws and regulations, including, without limitation, the Federal Family Educational Rights and Privacy Act (FERPA), the California Student Online Personal Information Protection Act (SOPIPA), and the California Consumer Privacy Act (CCPA).

2. Scope.

This policy covers the collection, use, and storage of data that is obtained through the use of Curriculum Associates' proprietary i-Ready® platform and related services provided by Curriculum Associates. The i-Ready® platform includes i-Ready® Assessment and Personalized Instruction, i-Ready Learning Games, i-Ready Standards Mastery, and i-Ready reports and reporting tools, and the e-book versions and digital components of Ready Classroom™ Mathematics which are collectively referred to in this policy as "i-Ready". Note that there are separate terms applicable only to Ready Classroom Teacher Toolbox, an educator-only facing product. These separate terms are described at the end of this privacy statement.

3. Network Level Security Measures.

Curriculum Associates' i-Ready systems and servers are hosted in a cloud environment. Our hosting provider implements network-level security measures in accordance with industry standards. In addition, Curriculum Associates manages its own controls of the network environment.

4. Server-Level Security Measures.

Access to production servers is limited to a small, identified group of operations engineers that are trained specifically for those responsibilities. The servers are configured to conduct daily updates for any security patches that are released and applicable. The servers have anti-virus, intrusion detection, configuration control, monitoring/alerting, and automated backups. In addition, we conduct regular vulnerability testing.

5. Computer/Laptop/Device Security Measures.

Curriculum Associates employs a full IT staff that manages and secures the corporate and employee systems. Laptops are encrypted and centrally managed with respect to configuration updates and anti-virus. Access to all Curriculum Associates computers and laptops is password-controlled. Curriculum Associates sets up teacher and administrator accounts for i-Ready so that they are also password-controlled.

6. Encryption.

i-Ready is only accessible via https and all public network traffic is encrypted with the latest encryption standards. Encryption of data at rest is implemented for all data stored in the i-Ready

system.

7. Employee and Contractor Policies and Procedures.

Curriculum Associates limits access to student and customer data to those employees who need to have such access in order to allow Curriculum Associates to provide quality products and services to its customers. Curriculum Associates requires all employees who have access to Curriculum Associates servers and systems to sign non-disclosure agreements. Curriculum Associates requires its employees and contractors who have access to student data to participate in annual training sessions on IT security policies and best practices. Any employee who ceases working with Curriculum Associates is reminded of his or her non-disclosure obligations at the time of departure, and network access is terminated at that time.

8. Use of Student Data.

Curriculum Associates only uses student data collected in connection with the use of i-Ready for the purpose of making i-Ready available to its customers and improving its content and effectiveness. Curriculum Associates only uses student-identifiable data to make i-Ready available to that particular student and to provide related reports and services to that student's school and school district and its teachers and administrators. Curriculum Associates collects and uses aggregated, de-identified student data to make i-Ready a more effective, adaptive product and for other internal research and development purposes. Curriculum Associates does not attempt to re-identify de-identified customer data.

9. Student Privacy Pledge.

To further demonstrate its commitment to protecting the privacy of student information, Curriculum Associates has taken the Student Privacy Pledge <https://studentprivacypledge.org/>. This means that, among other things, Curriculum Associates has pledged not to sell student information, not to engage in behaviorally targeted advertising, and to use collected data for authorized purposes only. Curriculum Associates only uses collected student data for the purposes described in the previous paragraph.

10. Third Party Audits and Monitoring.

In addition to internal monitoring and vulnerability assessments, Curriculum Associates contracts with a third party to conduct annual security audits, which includes penetration testing of the i-Ready application. Curriculum Associates reviews the third-party audit findings and will implement recommended security program changes and enhancements where practical and appropriate.

11. Data Retention and Destruction.

Student and teacher personal data is used only for the explicitly identified functions of the i-Ready application. Student and teacher personal data is de-identified before any testing or research activities may be conducted. Upon the written request of a customer, Curriculum Associates will remove all personally identifiable student and teacher data from its production systems at the end of a contract. In addition, Curriculum Associates reserves the right, in its sole discretion, to remove a particular customer's student data from its production servers a reasonable period of time after its relationship with the customer has ended, as demonstrated by the end of contract term or a significant period of inactivity in all customer accounts. Student data is removed from backups in accordance with Curriculum Associates' data retention practices. If Curriculum Associates is required to restore any materials from its backups, it will purge all student-

identifiable data not currently in use in the production systems from the restored backups. Student and teacher personal data will not be retained or available to the contractor upon completion of the contract unless a student, parent, or legal guardian of a student chooses to establish or maintain an electronic account with Curriculum Associates.

12. Breach Notification.

Curriculum Associates follows documented “Security Incident Management Procedures” when investigating any potential security incident. In the event of a data security breach, Curriculum Associates will notify impacted customers as promptly as possible, and in compliance with applicable law, that a breach has occurred, and will inform them (to the extent known) what data has been compromised. Curriculum Associates expects customers to notify individual teachers and parents of any such breach to the extent required.

13. Data Collection and Handling Practices for Ready Classroom™ Mathematics Teacher Toolbox.

Ready Classroom Mathematics Teacher Toolbox is a set of resources intended for use by educators. It is not a student-facing product, and therefore no student data is collected through the use of Ready Classroom Teacher Toolbox. When a teacher uses Ready Classroom Teacher Toolbox, our systems record which resources have been accessed by whom and the frequency of access. We use this information in accordance with our corporate Privacy Policy for product development purposes, to ensure that we are providing educators with resources that are useful to them. We do not sell this information or otherwise share it with any third parties, nor do we serve advertisements to educators based on this usage data. We do not use this data to create a profile about any of the educators that use our products. We simply use this data for internal purposes to make our product and service offerings better. We are a service provider (as defined in the CCPA) to the District and its educators. We do not retain, use, or disclose the personal information collected when using the Ready Classroom Teacher Toolbox for any other purpose other than providing the Ready Classroom Toolbox pursuant to our agreement with the District.

Exhibit C

California Addendum to Customer Contract

WHEREAS, the District and the Curriculum Associates entered into an agreement for technology services (the "Customer Agreement").

WHEREAS, the District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the California Consumer Privacy Act ("CCPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between District and a third-party Service Provider must include certain terms;

WHEREAS, the CCPA requires, in part that any agreement entered into, renewed or amended after January 1, 2020 between District and a Service Provider must include certain terms; and

WHEREAS, the District and Curriculum Associates desire to have the Customer Agreement and the services provided comply with AB 1584 and the CCPA.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Customer Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Customer Agreement.
3. Pupil Records, as such term is defined in AB 1584, obtained by Curriculum Associates from District continue to be the property of and under the control of the District.
4. There will be no Pupil Generated Content (as defined in AB 1584) created pursuant to the Customer Agreement.
5. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting the pupil's teacher or school administrator, who will serve as a conduit between Curriculum Associates and District.
6. Curriculum Associates shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, as described in the Data Handling Policy attached to the Customer Agreement.
7. In the event of an unauthorized disclosure of a pupil's records, Curriculum Associates

shall coordinate with the District to report the breach to any affected parent, legal guardian, or eligible pupil as described in the Data Handling Policy.

8. Curriculum Associates shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Customer Agreement.
9. Curriculum Associates certifies that upon termination of the Customer Agreement, and upon written request from the District, Curriculum Associates will remove and destroy all pupil records in its possession.
10. District agrees to work with Curriculum Associates to ensure compliance with FERPA as described herein.
11. Curriculum Associates agrees that as a service provider (as defined in the CCPA) to District, Curriculum Associates shall not retain, use, or disclose the personal information of consumers (as defined in the CCPA) as provided by District for any purpose other than for the specific purpose of delivering the technology services pursuant to the Customer Agreement, unless required by applicable law, including retaining, using, or disclosing personal information for a commercial purpose other than providing the services to the District.
12. In order to comply with consumer “right to know,” access, or deletion requests, Curriculum Associates shall provide a response or permanently delete any personal information in accordance with the CCPA or other applicable privacy law within thirty (30) business days of receipt of such a verified request from District. Should Curriculum Associates receive a direct request from a consumer to exercise any rights under the CCPA, Curriculum Associates agrees to inform the consumer that the request should be made directly to the District, and to provide the consumer with contact information.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: June 24, 2020

Board Item: Consider and Approve Job Descriptions and Revise Salary Range and Title Page for Classified and Certificated Management

HISTORY

The Superintendent is responsible for the administrative organization of the District. Board Policy 4111, 4211, 4311, *Recruitment, Selection and Appointment*, states that the Superintendent shall hire all managers except Principals, Executive Directors, Assistant Superintendents and Deputy Superintendents subject to ratification by the Board. With the priority on streamlining operations and building the capacity of site leadership, staff has updated job descriptions to reflect this focus.

BACKGROUND INFORMATION

To support the Board and Superintendent’s goals of:

1. Planning and implementing innovative practices that support Twenty-first Century learning in our schools and functionality in the District office departments.
2. Providing support and building the leadership capacity of site leaders to hold them accountable for improvement of educational, social and emotional student outcomes with particular attention to pre-K through elementary, and low to middle performing students

Staff is recommending the following job descriptions be approved to support this work. Both the elementary and secondary Assistant Superintendent of Curriculum and Instruction job descriptions have been updated to refocus the positions on providing effective support, evaluation and feedback to site principals with the goal of improving outcomes for all students preschool through adult transition. The Coordinator of Charter Schools and Strategic Initiatives has been updated to reflect oversight of District programs (i.e. primary/block music) as well as the complaints management system and process. The creation of the Manager, Early Childhood Programs position collapses the Supervisor and the Director II, Early Childhood Program management positions into one job description. The Manager position will oversee central office compliance, licensing, enrollment, quality and operational requirements, while the evaluation and professional learning of preschool staff will transition to site administration. The addition of the Chief Academic Officer and Chief Administrative Officer increase efficiency in support of leadership and learning throughout the District.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of job descriptions for the Assistant Superintendent, School Leadership and Instruction, Elementary; Assistant Superintendent, School Leadership and Instruction, Secondary; Chief Academic Officer, Education and Support Services; Chief Administrative Officer, Education and Support Services; Coordinator II Charter Schools and Strategic Initiatives; and Manager, Early Childhood Programs.

FINANCIAL IMPLICATIONS

This is only a change in duties and titles for 2020-21. There will be an ongoing savings of \$39,084.00

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the job descriptions for:

- Assistant Superintendent, School Leadership and Instruction, Elementary;
- Assistant Superintendent, School Leadership and Instruction, Secondary;
- Chief Academic Officer, Education and Support Services
- Chief Administrative Officer, Education and Support Services
- Coordinator II Charter Schools and Strategic Initiatives;
- Manager, Early Childhood Programs.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**ASSISTANT SUPERINTENDENT,
SCHOOL LEADERSHIP AND INSTRUCTION, ELEMENTARY**

DEFINITION

Under the direction of the Chief Academic Officer, Education and Support Services, the Assistant Superintendent, School Leadership and Instruction, Elementary, supports the educational programs of the District by serving as an executive member of the Superintendent's cabinet and by providing leadership and assuming management responsibility with the development, selection, implementation, evaluation and continual refinement of the District's Preschool through grade 5 academic program, curricula, and assessment system in order to accelerate and enhance student achievement for all students to be college and career ready. Provides direct supervision and support to principals for the purpose of ensuring the achievement of all students.

EXAMPLES OF DUTIES

The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this classification.

1. Provide direction and leadership to school administration with the planning, implementation, and evaluation of curriculum development and instructional goals and processes.
2. Provide direction and accountability for principals and site administration by monitoring, assessing and evaluating school effectiveness to ensure high-quality instructional programs are provided for all students.
3. Direct and monitor assessment of student achievement of each school. Is visible in schools to support coaching, feedback and accountability to principals to achieve District mission and goals.
4. Structures calendar so that at least 60% of a week is dedicated to coaching, feedback and leadership to principals.
5. Evaluate principal performance in terms of school's productivity in achieving the District's priorities and expected results.
6. Develop principal capacity through timely and differentiated support based on individual needs and prioritize principal professional development focusing on quality teaching and learning for all.
7. Advocate and provide principal voice when working in partnership with District departments and District leadership teams.
8. Advise and assist principals and school leadership teams in developing and evaluating programs.
9. Engage in meaningful dialogue with principals to address instructional, social and emotional and other needs of students and families.
10. Assist the educational community in understanding District, state, and federal goals and objectives, and the strategies utilized for achieving them. Expand public awareness and outreach to broaden support of public schools.
11. Establish a results-based culture through continuous collection, examination, and use of data to develop long and short-range plans to improve the instructional process providing assistance to school sites with on-going monitoring and analysis of the curriculum.
12. Plan, develop, and implement effective administrative support systems and delegate appropriate areas of responsibility to subordinates.

ASSISTANT SUPERINTENDENT, SCHOOL LEADERSHIP AND INSTRUCTION

Page 2

13. Assist in the development, implementation, interpretation, and administration of policies, rules and regulations, and negotiated employee agreements.
14. Serve on community organizations and school and District committees to ensure the interests of the school are properly served.
15. Participate in budget planning activities, and develop expenditure review and control procedures to ensure an appropriate and cost beneficial/effective operations. May be responsible for managing, monitoring, and evaluating specially funded programs to ensure compliance with funding agency standards and guidelines.
16. Collaborate with a variety of District staff responsible for elementary programs (i.e. GATE, Advanced Placement, AVID, music, intervention support, physical education, music and performing arts, etc.) ensuring a comprehensive educational experience for elementary students.

EXAMPLES OF DUTIES (Continued)

17. Provide support to the Superintendent and/or Associate Superintendent with one-time, long-term or on-going special projects as needed.
18. Prepare and maintain a variety of reports, records, and files related to assigned activities and personnel.
19. Participate in personnel management systems, including the recruitment, selection, retention, and separation of personnel.
20. Attend professional learning and conference opportunities regarding District business and other topics relevant to this position, and other professional meetings.

QUALIFICATIONS

Knowledge of: Applicable sections of State Education Code and other applicable laws and collective bargaining agreements; the State and Federal Framework in all subjects taught and District curriculum standards as appropriate; principles, theories, practices, methods and techniques used in curriculum development and classroom instruction; current trends and research concerning the growth and development of school-age students; practices and procedures of efficient organization and supervision; child guidance principles and practices; practices, procedures, techniques, and strategies for determining operational effectiveness; principles and practices of supervision and training; result and performance evaluation techniques pertaining to program and personnel performance effectiveness; human relations, conflict resolution strategies and team building principles and techniques; record-keeping and report preparation techniques; effective oral and written communication skills; instructional technology; student and program assessment systems; budget development and management.

Ability to: Lead, plan and implement efforts in the area of elementary instruction; demonstrate effective, organizational, and administrative leadership; assist elementary schools in the implementation of the District Strategic Plan; read, interpret, apply, and explain rules, regulations, policies, and procedures; supervise, evaluate and discipline subordinates; establish and maintain professional relationships with pupils, parents, community members, colleagues and staff; analyze and evaluate data for specific use; demonstrate organizational, time management, analytical and problem solving skills; communicate effectively both orally and in writing using tact and diplomacy; train and instruct others in performance of their duties; understand and carry out oral and written instructions; use interpersonal skills with tact patience and courtesy; maintain

confidentiality; prioritize workload and conflicting demands; establish and maintain records; comply with the District's customer service standards, as outlined in Board Policy.

Education: Master's degree from an accredited college or university in a related field.

Experience: Eight years of progressively responsible management experience in public education including five years of successful teaching experience.

Credential: Valid California Teaching Credential; Valid California Administrative Services Credential.

01/17; 06/17

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**ASSISTANT SUPERINTENDENT,
SCHOOL LEADERSHIP AND INSTRUCTION, SECONDARY**

DEFINITION

Under the direction of the Chief Academic Officer, Education and Support Services, the Assistant Superintendent, School Leadership and Instruction, Secondary, supports the educational programs of the District by serving as an executive member of the Superintendent's cabinet and by providing leadership and assuming management responsibility with the development, selection, implementation, evaluation and continual refinement of the District's Grades 6-12, academic program, in order to accelerate and enhance student achievement for all students to be college and career ready.

EXAMPLES OF DUTIES

The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this classification.

1. Provide direction and leadership to school administration with the planning, implementation, and evaluation of curriculum development and instructional goals and processes.
2. Provides direction and accountability for principals and site administration by monitoring, assessing and evaluating school effectiveness to ensure high-quality instructional programs are provided for all students.
3. Directs and monitors assessment of student achievement of each school.
4. Is visible in schools to support coaching, feedback and accountability to principals to achieve district mission and goals.
5. Structures calendar so that at least 60% of each week is dedicated to providing coaching, feedback, and leadership to principals.
6. Evaluates principal performance in terms of school's productivity in achieving the District's priorities and expected results.
7. Develops principal capacity through timely and differentiated support based on individual needs and prioritizes principal professional development focusing on quality teaching and learning for all
8. Advocates and provides the voice of principals when working in partnership with district departments and leadership.
9. Advises and assists principals and school leadership teams in developing and evaluating programs.
10. Engages in meaningful dialogue with principals to address instructional, social and emotional and other needs of students and families.
11. Assist the educational community in understanding District, state, and federal goals and objectives, and the strategies utilized for achieving them. Expand public awareness and outreach to broaden support of public schools.
12. Establish a results-based culture through continuous collection, examination, and use of data to develop long and short-range plans to improve the instructional process providing assistance to school sites with on-going monitoring and analysis of the curriculum.
13. Plan, develop, and implement effective administrative support systems and delegate appropriate areas of responsibility to subordinates.
14. Assist in the development, implementation, interpretation, and administration of policies, rules and regulations, and negotiated employee agreements.

ASSISTANT SUPERINTENDENT, SCHOOL LEADERSHIP AND INSTRUCTION, SECONDARY

Page 2

15. Serve on community organizations and school and District committees to ensure the interests of the school are properly served.
16. Participate in budget planning activities, and develop expenditure review and control procedures to ensure an appropriate and cost beneficial/effective operations. May be responsible for managing, monitoring, and evaluating specially funded programs to ensure compliance with funding agency standards and guidelines.
17. Collaborate with a variety of District staff responsible for educational programs (i.e. GATE, Advanced Placement, AVID, music, intervention support, physical education, music and performing arts, etc.) ensuring a comprehensive educational experience for secondary students.

EXAMPLES OF DUTIES (Continued)

18. Provide support to the Superintendent and/or Associate Superintendent with one-time, long-term or on-going special projects as needed.
19. Prepare and maintain a variety of reports, records, and files related to assigned activities and personnel.
20. Participate in personnel management systems, including the recruitment, selection, retention, and separation of personnel.
21. Attend professional learning and conference opportunities regarding District business and other topics relevant to this position, and other professional meetings.

QUALIFICATIONS

Knowledge of: Applicable sections of State Education Code and other applicable laws and collective bargaining agreements; the State and Federal Framework in all subjects taught and District curriculum standards as appropriate; principles, theories, practices, methods and techniques used in curriculum development and classroom instruction; current trends and research concerning the growth and development of school-age students; practices and procedures of efficient organization and supervision; child guidance principles and practices; practices, procedures, techniques, and strategies for determining operational effectiveness; principles and practices of supervision and training; result and performance evaluation techniques pertaining to program and personnel performance effectiveness; human relations, conflict resolution strategies and team building principles and techniques; record-keeping and report preparation techniques; effective oral and written communication skills; instructional technology; student and program assessment systems; budget development and management.

Ability to: Lead plan and implement efforts in the area of secondary instruction; demonstrate effective, organizational, and administrative leadership; assist secondary schools in the implementation of the District Strategic Plan; read, interpret, apply, and explain rules, regulations, policies, and procedures; supervise, evaluate and discipline subordinates; establish and maintain professional relationships with pupils, parents, community members, colleagues and staff; analyze and evaluate data for specific use; demonstrate organizational, time management, analytical and problem solving skills; communicate effectively both orally and in writing using tact and diplomacy; train and instruct others in performance of their duties; understand and carry out oral and written instructions; use interpersonal skills with tact patience and courtesy; maintain confidentiality; prioritize workload and conflicting demands; establish and maintain records; comply with the District's customer service standards, as outlined in Board Policy.

Education: Master's degree from an accredited college or university in a related field.

Experience: Eight years of progressively responsible management experience in public education including five years of successful teaching experience.

Credential: Valid California Teaching Credential; Valid California Administrative Services Credential.

01/17; 06/17

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**CHIEF ACADEMIC OFFICER
EDUCATION AND SUPPORT SERVICES**

DEFINITION

Under the direction of the Superintendent, the Chief Academic Officer, Education and Support Services, supports the educational programs of the District by serving as an executive member of the Superintendent's cabinet, providing leadership and assuming management responsibility to facilitate implementation of the mission, vision, values and goals in accordance with the balanced fundamental principles of a professional learning community.

EXAMPLES OF DUTIES

The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this classification.

1. Oversee all educational programs, systems, and services that support students in General Education and Special Education and ensure implementation and alignment with mission, vision, values, and goals.
2. Plan, develop, and implement effective administrative leadership support systems and delegate appropriate areas of responsibility to subordinates in order to develop capacity in site and district administrators.
3. Develop, plan, collaborate, implement, direct and evaluate General and Special Education instructional goals and processes, designed to meet the unique needs of students and community in compliance with state and federal laws and regulations, Board policies, and collective bargaining agreements.
4. Develop, implement and, when necessary, update instructional policies and procedures and administrative regulations ensuring compliance with state and federal laws and regulations and collective bargaining agreements.
5. Assist the educational community in understanding the District, state and federal goals, District objectives, programs, support services for students, philosophy, and policies and the strategies utilized for achieving them. Expand public awareness and outreach to broaden support of public schools.
6. Develop a system that regularly reviews and monitors policies, procedures, and practices to ensure all operational systems and academic endeavors are continuously aligned and improved.
7. Present to the Board of Trustees, Superintendent and/or cabinet regarding educational related activities.
8. Establish a results-based culture through the continuous collection, examination and use of data to develop long and short-range plans to improve systems and processes.
9. Serve as an advisor to the Superintendent on matters related to educational programs.
10. Provide support to the Superintendent with one-time, long-term or on-going special projects as needed.
11. Serve as the Superintendent's designee in matters regarding educational matters, parent complaints, conflict resolution, grievance or disciplinary actions, in both general education and special education.
12. Develop a sound departmental fiscal management system to ensure resources are aligned to educational goals and objectives, including alignment and integration of categorical funds.

13. Promote alignment and continuity of systems and processes and identify and encourage leadership potential.
14. Evaluate, supervise and counsel members of staff to improve employee performance ensuring staff adheres to District, state, and federal educational and professional standards.
15. Prepare and maintain a variety of reports, records and files related to assigned activities and personnel.
16. Attend professional learning and conference opportunities regarding District business and other topics relevant to this position, and other professional meetings.
17. Oversee litigation and compliance complaints for students with disabilities under the Individuals with Disabilities Act (IDEA) and consult with American Disabilities Act (ADA) and Section 504 litigation.
18. Collaborate with the Special Education Local Plan Areas (SELPA) Governance Council in the development and modification of legislation and participate in Due Process Hearings, Mediations and Resolution Session conferences, and attend Individual Education Plan (IEP) meetings as needed.
19. Provide guidance for all student placements outside of the District and/or in other restrictive settings; oversee all nonpublic school and nonpublic agency placement, invoicing, payments and services rendered from these sources.
20. Develop and implement proactive measures to build positive relationships with parents and minimize due process activity.
21. Collaborate with other school districts in developing programs to avoid costly duplication of special education services.
22. Performs other job duties as assigned

QUALIFICATIONS

Knowledge of: Applicable sections of State Education Code and other applicable laws and collective bargaining agreements; the State and Federal Framework in all subjects taught and District curriculum standards as appropriate; principles, theories, practices, methods and techniques used in curriculum development and classroom instruction; current trends and research concerning the growth and development of school-age students; practices and procedures of efficient organization and supervision; child guidance principles and practices; practices, procedures, techniques, and strategies for determining operational effectiveness; principles and practices of supervision and training; result and performance evaluation techniques pertaining to program and personnel performance effectiveness; human relations, conflict resolution strategies and team building principles and techniques; record-keeping and report preparation techniques; effective oral and written communication skills; instructional technology; student and program assessment systems; budget development and management.

Ability to: Lead, plan and implement efforts in the area of elementary instruction; demonstrate effective, organizational, and administrative leadership; assist elementary schools in the implementation of the District Strategic Plan; read, interpret, apply, and explain rules, regulations, policies, and procedures; supervise, evaluate and discipline subordinates; establish and maintain professional relationships with pupils, parents, community members, colleagues and staff; analyze and evaluate data for specific use; demonstrate organizational, time management, analytical and problem solving skills; communicate effectively both orally and in writing using tact and diplomacy; train and instruct others in performance of their duties; understand and carry out oral and written instructions; use interpersonal skills with tact patience and courtesy; maintain confidentiality; prioritize workload and conflicting demands; establish and maintain records; comply with the District's customer service standards, as outlined in Board Policy.

Education: Master's degree from an accredited college or university in a related field; doctoral degree preferred

Experience: Eight years of progressively responsible management experience in public education including five years of successful teaching experience.

Credential: Valid California Teaching Credential; Valid California Administrative Services Credential.

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CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**CHIEF ADMINISTRATIVE OFFICER
EDUCATION AND SUPPORT SERVICES**

DEFINITION

Under the direction of the Chief Academic Officer, the Chief Administrative Officer, Education and Support Services, supports the educational programs of the District by serving as an executive member of the Superintendent's cabinet, providing leadership and assuming management responsibility to facilitate implementation of the mission, vision, values and goals in accordance with the balanced fundamental principles of a professional learning community.

EXAMPLES OF DUTIES

The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this classification.

1. Develop, plan, collaborate, implement, direct and evaluate curriculum and instruction, health services, counseling programs, college and career planning structures and co-curricular and athletic programs, instructional goals and processes, designed to meet the unique needs of students and community in compliance with state and federal laws and regulations, Board policies, and collective bargaining agreements.
2. Oversee student placements, student discipline, District expulsion process, volunteer program, the school safety and security programs, Student Records and Child Welfare and Attendance procedures.
3. Oversee categorical programs, charter school programs, and assessment and accountability programs.
4. Develop, implement and, when necessary, update instructional policies and procedures and administrative regulations ensuring compliance with state and federal laws and regulations and collective bargaining agreements.
5. Assist the educational community in understanding the District, state and federal goals, District objectives, programs, support services for students, philosophy, and policies and the strategies utilized for achieving them. Expand public awareness and outreach to broaden support of public schools.
6. Develop a system that regularly reviews and monitors policies, procedures, and practices to ensure all operational systems and academic endeavors are continuously aligned and improved.
7. Present to the Board of Trustees, Superintendent and/or cabinet regarding educational related activities.
8. Establish a results-based culture through the continuous collection, examination and use of data to develop long and short-range plans to improve systems and processes.
9. Serve as an advisor to the Superintendent on matters related to educational programs.
10. Provide support to the Superintendent with one-time, long-term or on-going special projects as needed.
11. Serve as the Superintendent's designee in matters regarding related educational matters, parent complaints, conflict resolution, grievance or disciplinary actions, in both general education and special education.
12. Develop a sound departmental fiscal management system to ensure resources are aligned to educational goals and objectives, including alignment and integration of categorical funds.

13. Promote alignment and continuity of systems and processes and identify and encourage leadership potential.
14. Evaluate, supervise and counsel members of staff to improve employee performance ensuring staff adheres to District, state, and federal educational and professional standards.
15. Prepare and maintain a variety of reports, records and files related to assigned activities and personnel.
16. Attend professional learning and conference opportunities regarding District business and other topics relevant to this position, and other professional meetings.
17. Plan, develop, and implement a system of social emotional support for students by delegating responsibilities to direct reports credentialed in these areas, with support and accountability.
18. Performs other job duties as assigned.

QUALIFICATIONS

Knowledge of: Applicable sections of State Education Code and other applicable laws and collective bargaining agreements; the State and Federal Framework in all subjects taught and District curriculum standards as appropriate; principles, theories, practices, methods and techniques used in curriculum development and classroom instruction; current trends and research concerning the growth and development of school-age students; practices and procedures of efficient organization and supervision; child guidance principles and practices; practices, procedures, techniques, and strategies for determining operational effectiveness; principles and practices of supervision and training; result and performance evaluation techniques pertaining to program and personnel performance effectiveness; human relations, conflict resolution strategies and team building principles and techniques; record-keeping and report preparation techniques; effective oral and written communication skills; instructional technology; student and program assessment systems; budget development and management.

Ability to: Lead, plan and implement efforts in the area of elementary instruction; demonstrate effective, organizational, and administrative leadership; assist elementary schools in the implementation of the District Strategic Plan; read, interpret, apply, and explain rules, regulations, policies, and procedures; supervise, evaluate and discipline subordinates; establish and maintain professional relationships with pupils, parents, community members, colleagues and staff; analyze and evaluate data for specific use; demonstrate organizational, time management, analytical and problem solving skills; communicate effectively both orally and in writing using tact and diplomacy; train and instruct others in performance of their duties; understand and carry out oral and written instructions; use interpersonal skills with tact patience and courtesy; maintain confidentiality; prioritize workload and conflicting demands; establish and maintain records; comply with the District's customer service standards, as outlined in Board Policy.

Education: Master's degree from an accredited college or university in a related field; doctoral degree preferred

Experience: Eight years of progressively responsible management experience in public education including five years of successful teaching experience.

Credential: Valid California Teaching Credential; Valid California Administrative Services Credential

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

COORDINATOR II, CHARTER SCHOOLS AND STRATEGIC INITIATIVES

DEFINITION

Under direction of the Executive Director, State and Federal Programs, the Coordinator II, Charter Schools and Strategic Initiatives supports the educational programs of the District by overseeing and monitoring all charter schools operating in the District ensuring compliance with District, state and federal policies, laws, and regulations as well as providing support to administrators in achieving school and District strategic initiatives. Provides support and guidance to assigned District programs as well as facilitates and oversees complaint management system.

EXAMPLES OF DUTIES

The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this classification

1. Provide support in the charter petition and renewal/non-renewal process.
2. Monitor the instructional programs, regulatory and compliance aspects of all charter schools operating in the District ensuring compliance with charter law.
3. Serve as liaison between charter schools and District office.
4. Conduct annual charter school site review visits.
5. Ensure that each charter school within the District complies with all reports required of charter schools by law, including the required annual update to the charter school's annual goals and annual actions.
6. Assist with monitoring the fiscal condition of each charter school.
7. Serve as a liaison between the District and the Orange County Department of Education and California Department of Education regarding charter renewals, revocations and charter schools that cease operations.
8. Provide guidance and assistance with the handling of general complaints.
9. Participate in conflict resolution with complainants and oversee complaints management system.
10. Manage the file management and communications with principals and family leads.
11. Support the investigation of internal / external complaints.
12. Supports and provides guidance to principals at Level 1 and family leads Level 2, and responds to Level 3 complaints.
13. Coordinate and communicate with legal counsel, when necessary, on behalf of the District with approval from supervisor.
14. Plan, organize, and deliver professional learning opportunities to support the strategic initiatives and programs.
15. Collaborate with district administration, school site administration, and teachers to meet identified district goals related to the strategic initiatives (i.e. STEM/STEAM, CHROMEBOOK, VAPA, etc.).
16. Collaborate with educational leadership teams to implement STEM/STEAM programs, professional development and curriculum alignment.

17. Support schools in developing relationships with local business and institutions to provide and develop professional knowledge of Science, Technology, Engineering/Arts and Math (STEM & STEAM) initiatives.
18. Prepare and maintain a variety of paperwork and reports, records and files related to assigned activities.
19. Participate in personnel management systems, including the recruitment and selection of personnel.
20. Attend professional learning and conference opportunities regarding District business and other topics relevant to this position, and other professional meetings.

QUALIFICATIONS

Knowledge of: Applicable sections of California Education Code and other applicable laws and collective bargaining agreements; practices, procedures, techniques, and strategies for determining operational effectiveness; human relations, conflict resolution strategies and team building principles and techniques; record-keeping and report preparation techniques; effective oral and written communication skills; result and performance evaluation techniques pertaining to program effectiveness; principles and practices of training; school operations; instructional practices, research-based best practices, standards-based curriculum implementation and professional development.

Ability to: Oversee the functions and activities of charter schools operating in the District and the programs supporting the District's strategic initiatives; demonstrate effective, organizational, and administrative leadership; read, interpret, apply, and explain rules, regulations, policies, and procedures; establish, maintain and nurture professional relationships with management, colleagues, staff, and related outside agencies; analyze and evaluate data for specific use; demonstrate organizational, time management, analytical and problem solving skills; communicate effectively both orally and in writing using tact and diplomacy; understand and carry out oral and written instructions; use interpersonal skills with tact patience and courtesy; maintain confidentiality; prioritize workload and conflicting demands; establish and maintain records; comply with the District's customer service standards, as outlined in Board Policy.

Experience: Three years of successful teaching experience.

Credential: Valid California Teaching Credential; Valid California Administrative Services Credential.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

MANAGER II, EARLY CHILDHOOD PROGRAMS

DEFINITION

Under the direction of the Executive Director, Elementary, the Manager, Early Childhood Programs supports the educational programs of the District by directing, managing, supervising and coordinating the preschool program including state funded, fee based and transitional kindergarten programs. Supports the operational oversight of enrollment, licensing and implementation of Early Childhood Programs.

EXAMPLES OF DUTIES

The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this classification.

1. Design, plan, manage and administer early learning programs from ages zero to five including Transitional Kindergarten (TK), State and Fee-Based Preschool programs and Learning Link.
2. Ensure, review and evaluate new and current programs to determine efficiency, effectiveness, and compliance with state, local, and federal regulations.
3. Inform governmental agencies, businesses and community groups about educational needs, available programs, and program policies.
4. Participate in meetings with parents, teachers, staff members, and the general public to demonstrate or explain child development, early educational curriculum, practices, and preschool programs.
5. Attend various meetings related to early childhood education, the School Readiness Initiative, Quality Rating Improvement System and the District to comply with all State and Federal performance standards
6. Assist with the planning, organization and coordination of accountability activities, such as data compilation, storage, retrieval, and analysis.
7. Develop and manage annual program budget; direct the forecast of funds for staffing, equipment, materials, facilities and supplies.
8. Coordinate and ensure the submission of all related state and federally required reports, including compliance and State quality assurance programs and grants.
9. Review, evaluate, purchase and allocate instructional resources, supplies, and equipment to enhance programs and support schoolwide goals.
10. Develop, submit and manage grant applications, funding proposals and contracts as necessary.
11. Plan, develop, and implement effective administrative support systems and delegate appropriate areas of responsibility to subordinates.
12. Monitor and review licensing and certification requirements for facilities and staff.
13. Supervise recruitment of students in various programs.
14. Partner with site administrators providing technical expertise and assistance.
15. Collaborate with site administration on coordinating school programs, staff evaluations and performance feedback.

16. Partner with site and district office administration to provide Pre-K and TK teacher training commensurate to other teaching levels
17. Partner with Special Education and site administration on MTSS supports, SST processes, and appropriate interventions and assessments.
18. Maintain and monitor all student achievement data including State annual assessment, grades and District assessment results.
19. Support site facilitators, teachers and instructional assistants.
20. Act as Preschool Teacher in absence of staff and unavailability of substitutes as necessary.
21. Supervise and evaluate classified staff to ensure staff adhere to District, state, and federal educational and professional standards.
22. Participate in personnel management systems, including the recruitment, selection, retention, and separation of personnel.
23. Attend professional learning and conference opportunities regarding District business and other topics relevant to this position, and other professional meetings.
24. Perform other duties as assigned.

QUALIFICATIONS

Knowledge of: Applicable sections of the State Education Code and other applicable laws and collective bargaining agreements; practices and procedures of efficient organization and supervision; practices, procedures, techniques, and strategies for determining operational effectiveness; principles and practices of supervision and training; result and performance evaluation techniques pertaining to program and personnel performance effectiveness; human relations, conflict resolution strategies and team building principles and techniques; record-keeping techniques and report preparation techniques; effective oral and written communication skills; child development principles and practices, with emphasis on infant and toddler care, family life education; theories, practices, methods and techniques used in curriculum development and classroom instruction; child guidance principles and practices; current trends and research concerning the growth and development of school-age students.

Ability to: Direct, supervise and lead the functions and activities of an Early Childhood Program for a school district; demonstrate effective instructional, organizational, and administrative leadership; read, interpret, apply, and explain rules, regulations, policies, and procedures; supervise, evaluate and discipline subordinates; establish, maintain and nurture professional relationships with parents, community members, students, management, colleagues, staff and school related outside agencies; analyze and evaluate data for specific use; demonstrate organizational, time management, analytical and problem solving skills; communicate effectively both orally and in writing using tact, and diplomacy; train and instruct others in performance of their duties; understand and carry out oral and written instructions; use interpersonal skills with tact, patience and courtesy; maintain confidentiality; prioritize workload and conflicting demands; comply with the District's customer service standards, as outlined in Board Policy.

Education: Bachelor's Degree from an accredited college or university in a related field.

Experience: Five years of progressively responsible professional experience in Early Childhood Education, including two years of successful experience in a management or supervisory position. Experience in public sector or educational environment preferred.

Permit: Valid California Child Development Program Director Permit.

6/20

CAPISTRANO UNIFIED SCHOOL DISTRICT
CERTIFICATED MANAGEMENT POSITION DESIGNATIONS & ASSIGNED RANGES
2020-2021

Range 51

Coordinator
~ College and Career Counseling
~ Counseling and Student Support
~ Educational Technology
~ Mental Health Services
~ Pupil Welfare
~ Student Success Teams/504
~ TK-12 Lang Acquisition Instructional Support
Program Specialist

Range 52

Assistant Principal, Elementary School

Range 53

Assistant Principal, Middle School
Assistant Principal, Secondary School

Range 54

Coordinator II
~ Charter Schools and Strategic Initiatives
~ Credit Recovery
~ Sp Ed Infant/Preschool Services
~ Sp Ed Technology Support Programs
High School Activities Director

Range 56

Director I
~Related Services

Range 58

Assistant Principal, High School

Range 59

Director II
~ Educational Technology
Principal, Elementary School

Range 61

Principal, Continuation High School
Principal, High School, Online Academy and Alternative Education Programs
Principal, K-8 School
Principal, K-8 Capistrano Home/Virtual School
Principal, Middle School
Principal, Transition Programs

Range 63

Executive Director
~ Alternative Dispute Resolution/Compliance
~ CTE (Career Technical Education)
~ Elementary Education
~ Human Resource Services/Employee Engagement
~ Integrated Support Services
~ Safety and Student Services
~ Secondary Education
~ Sp Ed Programs & Instruction
~ State & Federal Programs

Range 65

Principal, High School

Range 67

Assistant Superintendent
~ Human Resource Services, Preschool - Grade 5
~ Human Resource Services, Grades 6-12, K-8, Alt Ed
~ School Leadership and Instruction, Elementary
~ School Leadership and Instruction, Secondary
~ SELPA, Special Education Services

Range 68

Chief Administrative Officer, Education and Support Services

Range 70

Associate Superintendent
~ Human Resource Services
Chief Academic Officer, Education and Support Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
CLASSIFIED MANAGEMENT POSITION DESIGNATIONS & ASSIGNED RANGES

2020-2021

Range 28

Student Records Administrator

Range 36

Supervisor

- ~ Custodial Services
- ~ Early Childhood Programs
- ~ Food Service Chef
- ~ Food Service Operations
- ~ Grounds Operations
- ~ Maintenance Trades
- ~ Purchasing
- ~ Transportation Operations

Range 37

Facilities Specialist

Range 41

Autism Specialist

Range 44

Manager I

- ~ Custodial Services
- ~ Energy, Safety, and Environment
- ~ Food Service Operations
- ~ Grounds Operations
- ~ Transportation Operations
- ~ Transportation Operations, Vehicle Maintenance
- ~ Warehouse/Graphic Arts

Range 47

Nutrition Specialist

Range 48

Classified High School Assistant Principal

Range 50

Manager II

- ~ Board Operations/Superintendent's Office
- ~ Early Childhood Programs
- ~ Fiscal Services
- ~ Human Resource Services
- ~ Insurance & Risk Management
- ~ Payroll
- ~ Systems Integration and Analysis
- ~ Technical Services

Range 51

Coordinator

- ~ College and Career Counseling
- ~ Sp Ed Programs
- ~ Sp Ed Technology Support Programs

Range 56

Director I

- ~ Construction
- ~ Information Services
- ~ Maintenance and Operations
- ~ Performing Arts Centers and Facilities

Range 59

Director II

- ~ Assessment, Research, & Accountability
- ~ Food & Nutrition Services
- ~ Technical Services
- ~ Transportation

Range 63

Executive Director

- ~ Alternative Dispute Resolution/Compliance
- ~ Contracts and Purchasing
- ~ Fiscal Services

Range 65

Chief

- ~ Communications Officer
- ~ Facilities Officer
- ~ Technology Officer

Range 67

Assistant Superintendent

- ~ Fiscal Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: June 24, 2020

Board Item: Resolution No. 1920-62, Reduction or Elimination of Certain Classified Services

HISTORY

Education Code §§ 45114, 45117, 45298, 45308 requires action from the Board of Trustees when the District has determined that classified service must be eliminated because of a lack of work or lack of funds. All classified employees potentially impacted by the elimination or reduction of service will receive notice of the Board’s action immediately after the Board action is taken.

BACKGROUND INFORMATION

Staff has worked to create business efficiencies across the District to streamline and maximize the service to students and staff. This includes considering all known attrition that has occurred to date. District and school site leaders have worked together to identify ways to streamline services while maintaining high levels of student support and customer services to the community.

In order to meet timelines and accurately plan for the 2020-2021 school year, staff has identified the particular kinds of service to be reduced or eliminated. Subsequent to the action taken by the Board of Trustees all relevant notifications will be delivered to impacted staff.

CURRENT CONSIDERATIONS

For the 2020-2021 school year, the following Certain Classified Services are recommended.

Position Elimination/Classified Management and Classified Non-Management	Number of Full Time Equivalents	Total Number of Positions Eliminated	Total Number of Eliminated Positions <u>Currently Vacant</u>
Autism Specialist	1.0	1	0
Behavior Intervention Assistant	.875	1	0
Bilingual Instructional Assistant-Preschool	6.625	14	0
Bilingual Community Services Liaison	.75	1	3
Coordinator, College & Career Counseling	1.0	1	0
Director II, Assessment, Research & Accountability	1.0	1	0
Director II, Early Childhood Programs	1.0	1	0
District Receptionist	1.0	1	0
IBI Assistant/Tutor	7.0	7	0
Instructional Assistant-Preschool	18.775	43	0
Instructional Materials Specialist	1.0	1	0
Literacy Intervention Assistant	.875	2	0
Mental Health and Behavior Support Specialist	3.0	4	0
Personnel Assistant	1.0	1	0
Preschool Teacher	7.0	9	0
Preschool Teacher/Site Facilitator	.75	1	0
Research/Evaluation Analyst	1.0	1	0
School Clerk I	.4375	1	0
Senior IBI Assistant/Tutor	1.0	1	0
Staff Secretary	1.0	1	0
Supervisor, Early Childhood Programs	2.0	2	0
TOTAL FTE	59.3375	96	3

FINANCIAL IMPLICATIONS

The intent of this recommendation is to realize overall cost savings to the District based on the reduction or elimination of particular kinds of classified services.

STAFF RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 1920-62, Reduction or Elimination of Certain Classified Services.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**RESOLUTION NO. 1920-62, REDUCTION OR ELIMINATION OF CERTAIN
CLASSIFIED SERVICES**

(Education Code §§ 45114, 45117, 45298, and 45308)

WHEREAS, the District has determined to engage in a bona fide elimination of a service being performed by a classified employee in a specific department because of a lack of work and/or lack of funds; and

WHEREAS, §§ 45114, 45117, 45298, and 45308 of the Education Code require action by the Board of Trustees in order to reduce or terminate services and permit the layoff of classified employees and;

WHEREAS, the Superintendent of the Capistrano Unified School District has recommended to the Board of Trustees that bona fide elimination of the service occur no later than the beginning of the 2020-2021 school year; and

WHEREAS, the Board of Trustees has determined that a reduction or elimination of particular kinds of services is needed no later than the beginning of the 2020-2021 school year; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Capistrano Unified School District:

1. That all of the foregoing recitals are true and correct.
2. That the Board of Trustees determines to reduce or eliminate positions set forth in Exhibit A, attached hereto, because of the lack of work and/or lack of funds.
3. That because of the elimination of these positions, it is necessary to layoff classified employees effective at the end of the 2019-2020 school year.
4. The Superintendent is hereby authorized and directed to carry forth layoff processes resulting from the elimination of the position ordered hereinabove, including notifying any affected employees of their rights, including displacement rights, if any, and reemployment rights. Where an employee displaces an employee holding a position in another class, the Superintendent is hereby authorized and directed to carry forth layoff processes resulting therefrom and to serve layoff notices to employees affected thereby.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on June 24, 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 June 24, 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: June 24, 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 June 24, 2020
Certificated Employees

APPROVE REASSIGNMENT

<u>Name</u>	<u>Previous Assignment (FTE)</u>	<u>New Assignment (FTE)</u>	<u>Effective Date</u>
1. McKane, Rob	Principal, Elementary	Teacher	07/01/2020
2. Vettraino, Regi	Asst. Principal, Middle School	Asst. Principal, Elementary School	07/01/2020

APPROVE TITLE CHANGE

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
3. Hill, Josh	Asst. Supt., Curriculum & Instruction, Grades 6-12, K-8, Alt Ed	Asst. Supt., School Leadership and Instruction, Secondary Schools	07/01/2020
4. Shearer, Brad	Asst. Supt, Curriculum & Instruction, Preschool-Grade 5	Asst. Supt., School Leadership and Instruction, Elementary Schools	07/01/2020
5. Smalley, Jennifer	Asst. Supt, Curriculum & Instruction, Preschool-Grade 5	Asst. Supt., School Leadership and Instruction, Elementary Schools	07/01/2020

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
1. Fleming, Gretchen	Asst. Principal, Elementary School	Principal, Elementary School	59 - 01	07/01/2020
2. Kindron, Laura	Asst. Principal, Elementary School	Principal, Elementary School	59 - 01	07/01/2020
3. Thompson, Catherine	Asst. Principal, Middle School	Principal, Middle School	61 - 01	07/01/2020
4. Varricchio, Amy	Asst. Principal, Middle School	Principal, Middle School	61 - 01	07/01/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Kirsten M. Vital, Superintendent

Prepared by: Tim Brooks, Associate Superintendent, Human Resource Services

Date: June 24, 2020

Board Item: Amendment No. 4 to Amended Contract for Employment of Deputy Superintendent, Business and Support Services

HISTORY

The District’s Deputy Superintendent position is a contracted position. Per contract language, the Deputy Superintendent is evaluated annually by the Superintendent.

BACKGROUND INFORMATION

Based on a positive evaluation, the Superintendent may recommend an amendment to the Deputy Superintendent’s contract. This item may come before the Board annually. Based on the positive evaluation of Clark Hampton, Deputy Superintendent, per contract language the Deputy Superintendent is eligible to receive an extension of term of the agreement.

CURRENT CONSIDERATIONS

The resolution attached, extends the Deputy Superintendent’s contract, adding “2024” to the term and “2020/2021” to the fiscal year salary statement. The Amendment No. 4 also provides for a re-evaluation of the Deputy Superintendent’s salary in light of the current fiscal circumstances impacting the state and the District. Additionally, Amendment No. 4 provides for a reduction of the Deputy Superintendent’s salary should certificated bargaining unit members or management employees receive salary or work day reductions.

FISCAL IMPLICATIONS

The expenditures related to this amendment were previously authorized as part of the District’s budget approval.

RECOMMENDATION

It is recommended the Board of Trustees adopt Amendment No. 4 relating to the Deputy Superintendent’s ongoing employment.

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

APPROVED BY: Kirsten M. Vital, Superintendent

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California

**AMENDMENT NO. 4 TO AMENDED CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT
BUSINESS AND SUPPORT SERVICES**

This Amendment No. 4 to Amended Contract for Employment of Deputy Superintendent, Business and Support Services (“Amendment No. 4”) is made and entered into June 24, 2020 by and between the Board of Trustees (“Board”) of Capistrano Unified School District (“District”) in the County of Orange, State of California, and Clark Hampton, Deputy Superintendent, Business and Support Services.

RECITALS

WHEREAS, the District employs the Deputy Superintendent, Business and Support Services pursuant to an Amended Contract for Employment of Deputy Superintendent, Business and Support Services (“Amended Contract”) dated May 25, 2016;

WHEREAS, the Amended Contract was amended by Amendment No. 1 to Amended Contract for Employment of Deputy Superintendent Business and Support Services dated April 25, 2018 (“Amendment No. 1”);

WHEREAS, the Amended Contract was amended by Amendment No. 2 to Amended Contract for Employment of Deputy Superintendent Business and Support Services dated June 2, 2019 (“Amendment No. 2”);

WHEREAS, the Amended Contract was amended by Amendment No. 3 to Amended Contract for Employment of Deputy Superintendent Business and Support Services dated December 19, 2019 (“Amendment No. 3”); and

WHEREAS, the District and the Deputy Superintendent, Business and Support Services desire to further amend the Amended Contract.

NOW, THEREFORE, the Board offers, and the Deputy Superintendent, Business and Support Services accepts, the following further amendments to the Amended Contract:

1. Paragraph 1 of the Amended Contract is hereby partially amended as follows:

1. TERM

1.1 The term of the Amended Contract that originally commenced July 1, 2016, and thereafter was extended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, shall now further extend to June 30, 2024, subject to the conditions hereinafter set forth.

2. Paragraph 2 of the Amended Contract is hereby partially amended as follows:

2. SALARY

2.1 The salary of the Deputy Superintendent, Business and Support Services, effective July 1, 2019, shall be Two Hundred Sixty-Seven Thousand One Hundred-Twenty Dollars (\$267,120) per year.

The salary of the Deputy Superintendent, Business and Support Services, effective July 1, 2020, shall be Two Hundred Sixty-Eight Thousand Nine Hundred Thirty-Six Thousand (\$268,936) per year.

The salary of the Deputy Superintendent, Business and Support Services shall be payable in equal monthly payments for the length of the Amended Contract as amended herein and continuing for the remainder of the Amended Contract term with proration for a period of less than a full year of service. Retroactive payments shall be made for the salary owed in arrears for July 1, 2019 to present.

2.2 For the 2020/2021 fiscal year, the salary of the Deputy Superintendent, Business and Support Services shall be subject to reduction commensurate with salary reductions and/or reductions in work days (hereinafter referred to as “furlough days”) taken by the certificated bargaining unit or management employees, as follows:

2.2.1 The salary of the Deputy Superintendent, Business and Support Services shall be reduced by an amount equal to the greatest of the following:

2.2.1.1 The percentage of reduction to all annual salaries of certificated bargaining unit members; or

2.2.1.2 The number of furlough days taken by all certificated bargaining unit members; or

2.2.1.3 A combination of a reduction to the annual salary of, and taking of furlough days by, all certificated bargaining unit members; or

2.2.1.4 The percentage of reduction to all annual salaries of certificated management employees; or

2.2.1.5 The number of furlough days taken by all certificated management employees; or

2.2.1.6 A combination of a reduction to the annual salary of, and taking of furlough days by, all certificated management employees.

2.2.2 The salary reductions and/or reductions in work days listed above are exclusive, and will not be combined in a manner that reduces the compensation of the salary of the Deputy Superintendent, Business and Support Services more than the other employee groups. Additionally, if compensation of other employee groups is restored during the term of this amendment, the salary of the Deputy Superintendent, Business and Support Services shall also be restored in an equal manner.

3. Other Provisions: All other terms and conditions of the Amended Contract, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, including its specifically numbered paragraphs and sub-paragraphs, remain unchanged, in full force and effect.

IN WITNESS, we affix our signatures to this Amendment No. 4 as the full and complete understanding of the relationships and agreements between the parties.

On Behalf of the BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT:

Signature, Jim Reardon, President Board of Trustees

Date

I, Clark Hampton accept the Board's offer of employment and agree to comply with the Amended Contract, as amended by this Amendment No. 4, and fulfill all of the duties required herein as the Deputy Superintendent, Business and Support Services of Capistrano Unified School District.

Signature, Deputy Superintendent, Business and Support Services

Date

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Jim Reardon, Board President

Prepared by: Tim Brooks, Associate Superintendent, Human Resource Services

Date: June 24, 2020

Board Item: Amendment No. 5 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent

HISTORY

The District's Superintendent position is a contracted position. Per contract language, the Superintendent is evaluated annually by the Board of Trustees.

BACKGROUND INFORMATION

Based on the positive evaluation of Kirsten Vital, Superintendent, per contract language the Board shall place on the agenda for consideration an extension of term of the agreement.

CURRENT CONSIDERATIONS

Amendment No. 5, attached, extends the Superintendent's contract, adding "2024" to the term and "2020/2021" to the fiscal year salary statement. Amendment No. 5 also provides for a re-evaluation of the Superintendent's salary in light of the current fiscal circumstances impacting the state and the District. Additionally, Amendment No. 5 provides for a reduction in the Superintendent's salary should certificated bargaining unit members or management employees receive salary or work day reductions.

FISCAL IMPLICATIONS

The expenditures related to this amendment were previously authorized as part of the District's budget approval.

RECOMMENDATION

It is recommended the Board of Trustees adopt Amendment No. 5 relating to the Superintendent's ongoing employment.

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

APPROVED BY: Jim Reardon, Board President

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California

**AMENDMENT NO. 5 TO EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT AND KIRSTEN M. VITAL, SUPERINTENDENT**

This Amendment No. 5 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent (“Amendment No. 5”) is made and entered into June 24, 2020 by and between the Board of Trustees (“Board”) of Capistrano Unified School District (“District”) in the County of Orange, State of California, and Kirsten M. Vital, Superintendent (“Superintendent”).

RECITALS

WHEREAS, the District employed the Superintendent pursuant to an Employment Agreement (“Agreement”) dated November 13, 2014;

WHEREAS, the Agreement was amended by Amendment No. 1 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent dated June 8, 2016 (“Amendment No. 1”), thereafter further amended by Amendment No. 2 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent dated February 28, 2018 (“Amendment No. 2”), thereafter further amended by Amendment No. 3 to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent dated June 12, 2019 (“Amendment No. 3”), and thereafter further amended by Amendment No. 4. to Employment Agreement between the Board of Trustees of the Capistrano Unified School District and Kirsten M. Vital, Superintendent on December 19, 2019 (“Amendment No. 4”); and,

WHEREAS, the District and the Superintendent desire to further amend the Agreement.

NOW, THEREFORE, the Board offers, and the Superintendent accepts, the following further amendments to the Agreement:

1. Paragraph 1 of the Agreement is hereby partially amended as follows:

1. TERM

1.1 The Board hereby employs Kirsten M. Vital as Superintendent of the Capistrano Unified School District for a term originally commencing on August 26, 2014, (“Start Date”), thereafter extended as set forth in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and ending the effective date of June 30, 2024, or until this Agreement is terminated by either party as set forth below.

2. Paragraph 2 of the Agreement is hereby partially amended as follows:

2. SALARY

2.1 The salary of the Superintendent shall be as follows:

(a) For the 2017/2018 fiscal year: Three Hundred Twenty-Two Thousand Four Hundred Thirty-Six Dollars (\$326,466), retroactive to July 1, 2017.

(b) For the 2018/2019 fiscal year: Three Hundred Twenty-Nine Thousand Seven Hundred Thirty-One Dollars (\$329,731), retroactive to July 1, 2018.

(c) For the 2019/2020 fiscal year: Three Hundred Forty-One Thousand One Hundred Seventy-Three Dollars (\$341,173), retroactive to July 1, 2019.

(d) For the 2020/2021 fiscal year: Three Hundred Forty-Three Thousand Four Hundred Ninety-Three Dollars (\$343,493).

The Superintendent's salary shall be payable in twelve (12) equal installments in accordance with the District's normal payment cycle, and prorated for any partial month's service and continuing for the remainder of this Agreement term with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the annual salary provided for in the Agreement shall be: (a) One Thousand Four Hundred Fifty-One Dollars (\$1,451) for the 2017/2018 fiscal year, (b) One Thousand Four Hundred Sixty-Five Dollars (\$1,465) for the 2018/2019 fiscal year, (c) One Thousand Five Hundred Sixteen Dollars (\$1,516) for the 2019/2020 fiscal year, and (d) One Thousand Five Hundred Twenty-Seven Dollars (\$1,527) for the 2020/2021 fiscal year,

2.3 For the 2021/2022 and 2022/2023 fiscal years, the annual salary may be increased at the sole discretion of Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of the Agreement shall not constitute the creation of a new contract or extend the termination date of the Agreement.

2.4 For the 2020/2021 fiscal year, the Superintendent's salary shall be subject to reduction commensurate with salary reductions and/or reductions in work days (hereinafter referred to as "furlough days") taken by the certificated bargaining unit or management employees, as follows:

2.4.1 The Superintendent's salary shall be reduced by an amount equal to the greatest of the following:

2.4.1.1 The percentage of reduction to all annual salaries of certificated bargaining unit members; or

2.4.1.2 The number of furlough days taken by all certificated bargaining unit members; or

2.4.1.3 A combination of a reduction to the annual salary of, and taking of furlough days by, all certificated bargaining unit members; or

2.4.1.4 The percentage of reduction to all annual salaries of certificated management employees; or

2.4.1.5 The number of furlough days taken by all certificated management employees; or

2.4.1.6 A combination of a reduction to the annual salary of, and taking of furlough days by, all certificated management employees.

2.4.2 The salary reductions and/or reductions in work days listed above are exclusive, and will not be combined in a manner that reduces the compensation of the Superintendent more than the other employee groups. Additionally, if compensation of other employee groups is restored during the term of this amendment, the salary of the Superintendent shall also be restored in an equal manner.

3. Other Provisions: All other terms and conditions of the Agreement including its specifically numbered paragraphs and sub-paragraphs, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4, remain unchanged, in full force and effect.

IN WITNESS, we affix our signatures to this Amendment No. 5 as the full and complete understanding of the relationships and agreements between the parties.

On Behalf of the BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT:

Signature, James M. Reardon, President Board of Trustees

Date

I, Kirsten M. Vital accept the Board's offer to amend the Agreement as set forth in this Amendment No. 5 and I shall fulfill all of the duties required as the Superintendent of Capistrano Unified School District in compliance with the Agreement, as amended.

Signature, Kirsten M. Vital, Superintendent

Date

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: June 24, 2020

Board Item: Resolution No. 1920-61, Resolution Reserving the Right to Make 2020-2021 Employee Compensation Reductions for Employees

BACKGROUND INFORMATION

Based on the Governor’s Budget, May Revise, the District anticipates necessary adjustments to salaries and salary schedules to ensure the fiscal soundness of the District.

CURRENT CONSIDERATIONS

Resolution No. 1920-61, Resolution Reserving the Right to Make 2020-2021 Employee Compensation Reductions for Employees, permits the District to make adjustments to the salaries of all District employees, including represented and non-represented employees.

FISCAL IMPLICATIONS

These changes will be cost neutral or cost savings.

RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 1920-61 Resolution Reserving the Right to Make 2020-2021 Employee Compensation Reductions for Employees.

APPROVED BY: Tim Brooks, Associate Superintendent, Human Resource Services

**BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 1920-61

**RESOLUTION RESERVING THE RIGHT TO MAKE
2020-2021 EMPLOYEE COMPENSATION REDUCTIONS FOR EMPLOYEES**

WHEREAS, present and projected reductions in state funding for California public schools have resulted and will result in a significant decrease in income for this school district; and

WHEREAS, the reduction in state funding necessitates that this Board consider all available options for reduction of spending; and

WHEREAS, this Board desires to reserve the right, subject to any applicable notification, meet and confer, or negotiations requirement, unless authorized to act based upon business necessity, to reduce compensation for all employees including, but not limited to, (1) in confidential, supervisory, administrative, and management positions, (hereinafter “Capistrano Unified Management Association” or “CUMA” employees), (2) certificated employees represented by the Capistrano Unified Education Association (“CUEA”) and non-represented certificated employees, (3) classified employees represented by the California School Employees Association, Capistrano Chapter 224 (“CSEA”) and non-represented classified employees, and (4) classified employees represented by the General Truck Drivers, Office, Food & Warehouse Union, Teamsters Local 952 (“Teamsters) and non-represented employees of the Capistrano Unified School District for the 2020-2021 school year and thereafter.

WHEREAS, this Board has presented an initial salary and benefit proposal to bargaining units and associations, including, CUEA, CSEA, and Teamsters which has the effect of reducing employee compensation beginning the 2020-2021 school year and thereafter; and

WHEREAS, this Board has determined it is appropriate to inform all employees of the Board’s decision to engage in 2020-2021 compensation reductions that may affect represented and non-represented employees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Capistrano Unified School District that the District work year, compensation, and benefits for the 2020-2021 fiscal year remain indefinite.

BE IT FURTHER RESOLVED that all salary schedules for all CUMA, CUEA, CSEA, Teamsters, and non-represented employees and the other respective daily rates of pay are declared indefinite for the 2020-2021 fiscal year.

BE IT FURTHER RESOLVED that the Board’s designees are directed to notify all employees of the indefinite nature of the 2020-2021 work year, compensation, and benefits, and

of the possibility that significant adjustments may be made with respect to work year, compensation and benefits and other cost containment matters.

BE IT FURTHER RESOLVED that the 2020-2021 compensation reductions under consideration for employees include, but are not limited to, the following:

- a. A freeze of 2020-2021 step and column or step and longevity salary increases;
- b. A reduction in paid employee work days;
- c. A reduction to any or all District salary schedules;
- d. A reduction to certificated and classified stipend schedules;
- e. Any combination of compensation reductions (step and column/step and longevity freeze, reduced workdays, reduced certificated or classified stipends, or salary schedule reductions) that assist the District in achieving a sustainable budget certified by the Orange County Office of Education, including the multi-year budget projections;
- f. Imposition of new or increased employee contributions toward health benefit premiums paid through monthly payroll deductions, and/or a freeze or reduction in District health benefits contributions or in retiree benefit programs; and
- g. The District reserves the right to propose other cost-saving compensation reductions as needed depending on future budget developments.

BE IT FURTHER RESOLVED that this Board reserves the right to reduce annual compensation for employees effective July 1, 2020, or a date thereafter, after completing a meet and confer process with the respective employee associations.

BE IT FURTHER RESOLVED that the Board's designee is directed to provide written notice to all employees of the contents of this Resolution;

BE IT FURTHER RESOLVED that the Board's designee is directed to comply with any applicable requirements of the Educational Employment Relations Act and individual collective bargaining agreements with each association with respect to the negotiation of reductions in employee compensation for the 2020-2021 school year and thereafter.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on June 24, 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 June 24, 2020.

By: _____
Gila Jones
Clerk of the Board of Trustees

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: June 24, 2020

Board Item: First Reading – Temporary Board Policy 5121.1, Grades/Evaluation of Student Achievement

HISTORY

Board Policy 5121.1, *Grades/Evaluation of Student Achievement*, was adopted in 1997 and revised in 2019. On April 29, 2020, Board Policy 5121.1, was temporarily suspended and replaced with Board Policy E5121.2, an Emergency Policy. Board Policy E5121.2 allowed teachers flexibility for assigning grades to students who struggled to remain engaged in distance learning during school closures.

The District recommends eliminating Board Policy E5121.2 and revising Board Policy 5121.1, in accordance with the information below, to address both any future school closures and a desire to increase college preparedness through incentivizing college course enrollment in high school. Other components of Board Policy 5121.2 such as grade marks and hold harmless language will be discussed with stakeholders and brought back to Trustees in July 2020 as part of a second reading.

BACKGROUND INFORMATION

The Local Control Funding Formula (LCFF) was enacted in 2013, and was designed to improve student outcomes by providing more resources to meet the educational needs of low-income students, English learners, and foster youth. The law provided more flexibility to districts on how they chose to spend their money. In exchange, districts were required to provide more transparency by developing local control and accountability plans with meaningful community engagement. In addition, LCFF required the State Board of Education (SBE) to develop a new statewide accountability system.

In March 2017, the California SBE and the California Department of Education launched a new accountability system. This new, multiple-measures system provides a fuller picture of how districts and schools are addressing the needs of their students while also identifying the specific strengths and areas in need of improvement. The new accountability and continuous improvement system was implemented using an online tool known as the California School Dashboard

(Dashboard). As part of the Dashboard system, high schools are evaluated on their ability to adequately prepare students for future college and career success. This is measured through the College and Career Readiness Indicator (CCI). Schools can meet this requirement through various approaches including successful performance on the Smarter Balanced Assessment, passing Advanced Placement (AP) or International Baccalaureate (IB) exams, and completion of college coursework. Students may additionally be considered to have met the standard if they have completed University of California a-g requirements or a Career Technical Education Pathway combined with one of the other options mentioned above.

Class of 2018 data indicated that 73 percent of District students graduated meeting the requirement of being “prepared” according to state definitions. However, only 44 percent of District students met this requirement through taking college courses. Considering the value in preparing students for college and career readiness by having them take actual college courses in high school and the potential savings to families whose students earn at least some college credit in high school, District staff has sought to increase the number of students who have access to college courses in high school.

Students have been able to earn college credit in the past through articulated coursework, concurrent enrollment, and dual enrollment for specific classes. In high school, some of these courses can be placed on a student’s high school transcript and students can use those credits toward meeting graduation requirements. Students do not earn a weighted grade point average (GPA) for these courses; however, student do for Honors level or AP courses. One of the justifications for allowing weighted grades for Honors level, AP courses is that these courses have a similar level of rigor or are more difficult than college courses or that the course can qualify the student to receive college credit. This justification applies to IB courses and to the approved college-level courses taken by students as part of the high school curriculum.

CURRENT CONSIDERATIONS

Staff recommends the following temporary Board Policy 5121.1, *Grades/Evaluation of Student Achievement*. This temporary policy replaces Emergency Board Policy E5121.2. This updated temporary policy would be in place, for up to two years, to support increased flexibility for our high school students. The proposed changes are to address weighted grades for college classes. Staff will continue to work with teachers and the Capistrano Unified Education Association (CUEA) to determine the policy language regarding letter grades and marks for the 2020-2021 school year. Following consultation with CUEA, staff will return to the July 15, 2020 Board meeting with a recommendation for policy language for letter and number marks. Staff recommends approval of the following revisions being recommended to the temporary Board Policy 5121.1, *Grades/Evaluation of Student Achievement*.

- Allow approved college courses to be awarded weighted grades alongside AP, IB, and Honors level courses.
- Add IB to the list of courses specified to receive the weighted grade.

FINANCIAL IMPLICATIONS

There is no financial impact.

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 temporary Board Policy 5121.1, *Grades/Evaluations of Student Achievement*, and, upon approval of Board Policy 5121.1, Emergency Board Policy E5121.2 will be eliminated.

PREPARED BY: Joshua Hill, Assistant Superintendent, Curriculum and Instruction, Secondary

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

It will be the purpose of the District and the school system to report student progress in terms of District, school, class and individual goals. Parents will receive information from the school on a periodic basis indicating student progress toward these goals.

The Superintendent or designee shall establish and regularly evaluate a uniform grading system. Principals shall ensure that student grades conform to this system. Nothing herein shall conflict with a teacher’s ability to assess student work as defined in Education Code § 49066 (a), which states: “When grades are given for any course of instruction taught in a school district, the grade given to each pupil shall be the grade determined by the teacher of the course and the determination of the pupil’s grade by the teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final.”

Elementary School Student Progress

In the fall of each school year, students in Grades K-5 take literacy skills assessments to assess their individual skill levels in reading readiness and/or reading fluency.

In the fall of each school year, parents shall be invited to attend a Parent-Teacher conference to review their child’s academic progress-to-date and, if needed, develop a Family School Partnership Plan and/or Intervention Plan to ensure the child’s continued progress in the current school year. Students will be encouraged, as appropriate, to attend fall Parent-Teacher Conferences.

Report cards will be issued at the end of each-trimester-reporting period. Student progress in reading, writing, mathematics, history/social science, science, physical education, and the arts will be reported in relation to grade-level performance standards.

Number marks will be issued in subject matter as follows:

- 4 = Excelling at reporting period expectations
- 3 = Meeting reporting period expectations
- 2 = Progressing toward reporting period expectations
- 1 = Insufficient progress toward reporting period expectations

Effort marks will be issued in subject matter and in skills and behaviors that support learning as follows:

- O = Outstanding
- S = Satisfactory
- AC = Area of concern
- U = Unsatisfactory

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

English Language Learners (ELL) will receive progress reports on levels of English language fluency.

Individual schools and teachers may supplement report cards with additional information throughout the school year as they deem appropriate.

In the winter and the spring of each year, students retake the literacy skills assessments as a means to monitor continued progress and growth toward end-of-year benchmark goals.

At the end of the second reporting period, parents shall be invited to attend a second Parent-Teacher Conference, as needed, to review student progress-to-date and consider additional strategies for success through the end of the school year.

Secondary School Student Progress

In middle schools, grades are available in the parent portal at the end of each quarter. Parents may request to have report cards mailed home if they do not have portal access. Mid-quarter progress reports will be issued to students in danger of failing (D or F grades) not later than the week during which the end of the first half of the marking period or instruction for the course falls.

In high schools, grades are available in the parent portal at the end of each 6-week grading period and at the end of each semester. Parents may request to have report cards mailed home if they do not have portal access. . Passing semester grades for high school courses will be awarded five credits per course. Passing grades include A, B, C, or D grades. In addition, teachers must notify parents of the danger of failing a semester course during the last six weeks of the semester if no prior notification has been given.

Letter grades will be issued at the secondary level in subject matter as follows:

A = Excellent progress
 B = Above average progress C = Average progress
 D = Below average F = Failing

Student semester grade points will be computed for courses on the following numerical value for all courses taken for the purpose of determining grade point average (GPA): A = 4; B=3; C = 2; D = 1; F = 0

For Advanced Placement, ~~and~~ International Baccalaureate, Honors level, and approved college courses only, grade points will be computed on the following numerical value: A = 5; B = 4; C = 3; D = 1; F=0

When students with honors credits on their transcripts transfer from out of district or out of state schools, only courses designated as honors by CUSD and approved by the University of California

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

will be recognized.

In an elective course, evaluation may be denoted using the following symbols:

CR = Credit

NC = No credit

Citizenship marks will be issued as follows:

O = Attitude and behavior are outstanding S = Attitude and behavior are satisfactory S- = Behavior needs improvement

U = Attitude and behavior are unsatisfactory

A teacher shall base student grades on their mastery of course content based on District standards. Students shall have the opportunity to demonstrate mastery through a variety of methods, including, but not limited to tests, projects, portfolios, class discussion, attendance, effort, student conduct, and/or work habits as appropriate. A student's physical education grade may not be adversely affected by the student's failure to wear standardized physical education apparel when such failure is a result of circumstances beyond the student's control. (Education Code 49066) In the event of a disagreement related to a student's grade, a parent may request a change to a student's record via the process outlined in Board Policy 5125.3.

If a test or assignment used by a teacher to evaluate student learning becomes compromised, a teacher has the discretion to disregard the results of the test/assignment. To remedy the situation, a teacher may administer a new test/assignment, weight the test/assignment and assign a letter grade to the test/assignment, or assign a subjective grade. In the event that a compromise occurs at the end of a quarter, grading period, or semester, the teacher has the discretion to rely on previous assessment results in the marking period. (Education Code 49066 and 49067)

Legal Reference:

EDUCATION CODE

48070 Promotion and retention 48431.6 Required systematic review

49066 Grades; finalization; physical education class

49067 Mandated regulations regarding pupil's achievement

Johnson v. Santa Monica-Malibu Unified School District Board of Education (App. 2 Dist. 1986 224 Cal. Rptr. 885, 179 C.A. 3d 593)

Policy

adopted: August 18, 1997

revised: February 11, 2008

revised: March 13, 2019

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: June 24, 2020

Board Item: First Reading – Temporary Board Policy 6111, School Calendar

HISTORY

A review of Board Policy 6111, *School Calendar*, determined that aspects of the policy needed to be reviewed based on current circumstances and the need to reopen schools. The policy was adopted in 1999 and was further revised in 2011. The changes are being applied to a temporary policy that is recommended to Trustees for approval.

BACKGROUND INFORMATION

The Local Control Funding Formula (LCFF) was enacted in 2013, and was designed to improve student outcomes by providing more resources to meet the educational needs of low-income students, English learners, and foster youth. The law provided more flexibility to districts on how they chose to spend their money. In exchange, districts were required to provide more transparency by developing local control and accountability plans with meaningful community engagement. In addition, LCFF required the State Board of Education (SBE) to develop a new statewide accountability system.

In March 2017, the California SBE and the California Department of Education launched a new accountability system. This new, multiple-measures system provides a fuller picture of how districts and schools are addressing the needs of their students while also identifying the specific strengths and areas in need of improvement. The new accountability and continuous improvement system was implemented using an online tool known as the California School Dashboard (Dashboard). As part of the Dashboard system, high schools are evaluated on their ability to adequately prepare students for future college and career success. This is measured through the College and Career Readiness Indicator (CCI). Schools can meet this requirement through various approaches including successful performance on the Smarter Balanced Assessment, passing Advanced Placement (AP) or International Baccalaureate (IB) exams, and completion of college coursework. Students may additionally be considered to have met the standard if they have completed University of California a-g requirements or a Career Technical Education Pathway combined with one of the other options mentioned above.

District graduation requirements currently exceed those required for graduation by California Education Code § 51225.3. The requirements in place ensure that students explore many elective options while enrolled in high school. These opportunities allow students to specialize in certain areas that are of particular interest to them. However, many students determine which pathway they desire to pursue earlier in their high school experience than others. The CCI permits Districts to recognize these students as being ready for college and career opportunities without requiring them to complete a traditionally more comprehensive high school program. In order for students to graduate, college and career ready, there are multiple pathways a student may take that do not require them to earn as many credits as might have been required when college and career readiness was limited to completion of University of California a-g requirements.

CURRENT CONSIDERATIONS

Staff recommends the following temporary Board Policy 6111, *School Calendar*. This temporary policy would be in place, for up to two years, to support increased flexibility for high school students. Staff modified the policy to allow grade 9 and grade 10 students to take a minimum of 5 classes in District schools and grade 11 and grade 12 students to take a minimum of 4 classes in District schools. This will support students who determine to select a pathway, to being college and career ready, that does not include additional elective credits outside of what might be necessary to pursue their individual post-secondary goals. This would also allow students to take classes through educational institutions such as community colleges.

High school bell schedules may need to be adjusted and instructional minutes added to the day to ensure students are able to meet the minimum instructional minutes required by statute.

FINANCIAL IMPLICATIONS

There is no financial impact.

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 temporary Board Policy 6111, *School Calendar*.

PREPARED BY: Joshua Hill, Assistant Superintendent, Curriculum and Instruction, Secondary

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

SCHOOL CALENDAR

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.

As required by law, the District shall certify to the Superintendent of Public Instruction that the District offers 180 days or more of instruction per school year.

Notifications of the schedule of minimum days shall be sent to all parents/guardians at the beginning of the school year. If any minimum days are added to the schedule, the District shall notify the parents/guardians of the affected students as soon as possible and at least one month before the scheduled minimum day (Education Code §48980). With the exception of emergency situations, all changes shall be approved by the Board.

SCHOOL DAY

1. Opening and closing hours of the school day shall be approved annually by the Board of Trustees upon consideration of recommendations of the Superintendent.
2. Minimum days, including elementary/middle school ACE days and secondary late start/early out days, shall be approved annually by the Board of Trustees upon submission of individual school site bell schedules.
3. The duration of the school day shall not be less than that required as a minimum day for apportionment purposes by the California Department of Education.
4. The annual number of instructional minutes in the District shall in all cases exceed the minimum number required by the state. As required in Education Code §46201, the minimum number of instructional minutes offered at the grade level annually are as follows:

Kindergarten	36,000 min.
Grades 1-3	50,400 min.
Grades 4-8	54,000 min.
Grades 9-12	64,800 min.

With Board approval, instructional minutes may be adjusted to accommodate furlough days as allowed by the state.

SCHOOL CALENDAR (continued)

Students in Grades 9 and 10 shall be required to take a minimum of ~~five~~^{six} classes each semester. Students in Grades 11 and 12 shall be required to take a minimum of ~~four~~^{five} classes each semester. Additional classes may be taken upon student and parent request and with the approval of the school principal in accordance with District policy.

~~Students in Grades 11 and 12 who will attain the age of 16 during the first semester of such enrollment may take one of the minimum five classes each semester in a Regional Occupational course, excluding paid work experience, on or off campus.~~

5. No less than a total of 17 minutes daily shall be devoted to recesses in any grade in the elementary schools.

Policy
adopted: February 8, 1999
Revised: May 25, 2011

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: June 24, 2020

Board Item: First Reading – Temporary Board Policy 6146.1, High School Graduation Requirements

HISTORY

A review of Board Policy 6146.1, *High School Graduation Requirements*, determined that aspects of the policy needed to be reviewed based on current circumstances and the plans to reopen schools. The policy was adopted in 1999 and was further revised in 2018. The changes are being applied to a temporary policy that is recommended to Trustees for approval.

BACKGROUND INFORMATION

The Local Control Funding Formula (LCFF) was enacted in 2013, and was designed to improve student outcomes by providing more resources to meet the educational needs of low-income students, English learners, and foster youth. The law provided more flexibility to districts on how they chose to spend their money. In exchange, districts were required to provide more transparency by developing local control and accountability plans with meaningful community engagement. In addition, LCFF required the State Board of Education (SBE) to develop a new statewide accountability system.

In March 2017, the California SBE and the California Department of Education launched a new accountability system. This new, multiple-measures system provides a fuller picture of how districts and schools are addressing the needs of their students while also identifying the specific strengths and areas in need of improvement. The new accountability and continuous improvement system was implemented using an online tool known as the California School Dashboard (Dashboard). As part of the Dashboard system, high schools are evaluated on their ability to adequately prepare students for future college and career success. This is measured through the College and Career Readiness Indicator (CCI). Schools can meet this requirement through various approaches including successful performance on the Smarter Balanced Assessment, passing Advanced Placement (AP) or International Baccalaureate (IB) exams, and completion of college coursework. Students may additionally be considered to have met the standard if they have completed University of California a-g requirements or a Career Technical Education Pathway combined with one of the other options mentioned above.

District graduation requirements currently exceed those required for graduation by California Education Code § 51225.3. The requirements in place ensure that students explore many elective options while enrolled in high school. These opportunities allow students to specialize in certain areas that are of particular interest to them. However, many students determine which pathway they desire to pursue earlier in their high school experience than others. The CCI permits Districts to recognize these students as being ready for college and career opportunities without requiring them to complete a traditionally more comprehensive high school program. In order for students to graduate college and career ready there are multiple pathways a student may take that do not require them to earn as many credits as might have been required when college and career readiness was limited to completion of University of California a-g requirements.

Class of 2018 data indicated that 73 percent of District students graduated meeting the requirement of being “prepared” according to state definitions. However, only 44 percent of District students met this requirement through taking college courses. Considering the value in preparing students for college and career readiness by having them take actual college courses in high school and the potential savings to families whose students earn at least some college credit in high school, District staff have sought to increase the number of students who have access to college courses in high school.

Students have been able to earn college credit in the past through articulated coursework, concurrent enrollment, and dual enrollment for specific classes. In high school, some of these courses can be placed on a student’s high school transcript and students can use those credits toward meeting graduation requirements. The limitations that are currently in place restrict these classes to one per semester and only to electives that are not currently offered at the student’s high school.

CURRENT CONSIDERATIONS

Staff recommends Board Policy 6146.1, *High School Graduation Requirements*. This temporary policy would be in place for up to two years, to support increased flexibility for high school students. The proposed edits found in the temporary policy provides maximum flexibility to the District and to students.

The following changes to Board Policy 6146.1, *High School Graduation Requirements* are outlined below:

- Staff modified the policy by reducing the required number of classes needed to graduate from high school to 200 for the classes of 2021 and 2022. This would reduce the number of elective credits students would need to take in order to graduate from high school. Specifically, 15 elective credits and 5 credits of health would no longer be required for students in order to graduate from high school.
- In addition, staff adjusted language to allow students to take more than 1 class at a community college and allowed students to take these classes regardless of the class being offered on their high school campuses.

- Staff eliminated the restriction of weighted grades for college courses. The classes of 2022-2023 and 2023-2024 would be grandfathered under the 200 credit requirements as outlined in this temporary policy.

FINANCIAL IMPLICATIONS

There is no financial impact.

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 temporary Board Policy 6146.1, *High School Graduation Requirements*.

PREPARED BY: Joshua Hill, Assistant Superintendent, Curriculum and Instruction, Secondary

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

HIGH SCHOOL GRADUATION REQUIREMENTS

The state of California has established high school graduation requirements for all students. The state’s prescribed course of study for students in Grades 9-12 to receive a diploma is listed in the table below (Education Code 51225.3). The Board of Trustees of the District has adopted graduation requirements for all students which exceed the requirements of the State of California. (Note: 10 credits equal 1 full-year course, and 5 credits equal 1 semester course.)

	CA Minimum Requirements	Class of 2017-2019 Class of 2021-2022	Class of 2020	Serra Class of 2017-2019	Serra Serra High School Class of 2020
Subject	Credit	Credit	Credit	Credit	Credit
English	30	40 40	40	40	40 40
Mathematics	20 Algebra	30 with Algebra ² 0 with Algebra	30 with Algebra	20 with Algebra	30 with Algebra 30 with Algebra
Science	20	20 20	20	20	20 20
Social Studies	30	30 30	30	30	30 30
Visual or Performing Arts, World Language, or Career Technical Education	10	10 10	10	10	10 10
Health	N/A	5	5	5	5
Physical Education	20	20 * 20 *	20*	20*	20 20*
Electives		65 50	65	45	40 35
TOTAL	130	220 200	220	190	190

* Unless the student has been exempted pursuant to the provisions of the Education Code.

The classes of 2022-2023 and 2023-2024 would be grandfathered under the 200 credit requirements as outlined in this temporary policy.

The Board authorizes the granting of a high school diploma to any student who has completed the prescribed course of study for any of the following schools: (1) traditional high school, and/or (2) continuation high school.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

1. Requirements for Graduation/Traditional High School

General Conditions

- a. High school graduation is conditioned upon the successful completion of the required course of study totaling a minimum of 220 semester units of work.
- c. To receive a high school diploma from the District, students must maintain a satisfactory program of continued education and attend a total of eight semesters in Grades 9-12, unless application for early graduation is filed one semester in advance.

A traditional high school program includes successful completion of the following credits for the graduating classes of 2020 and beyond:

40 of English

30 of Social Science, including:

10 World History

10 U.S. History

5 American Government

5 Economics

30 Mathematics (Includes Algebra I)

20 Science, including both biological and physical sciences

10 Fine Arts, World Language, or Career Technical Education

20 Physical Education

~~5 Health~~

Electives needed to complete a total of ~~220~~200 semester units.

In an effort to provide students with maximum flexibility, comprehensive high school students may enroll into single courses offered through the District’s Cal Prep Academy. Each year, the comprehensive high school staff will work collaboratively with the Cal Prep staff to create the potential single course offerings based upon student need. Students will be provided multiple flexible options to complete the graduation requirements for Health courses. This flexibility includes the ability to take courses over the summer through District Summer School, ACCESS, Pacific Coast High School or any other accredited institution. This option is open to all students, not just those with “impacted schedules.” However, due to space limitations, students with impacted schedules may be given first priority.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

~~Students may fulfill Health course requirements during the regular school year by taking the course through the District online program either before school, during tutorial, lunch, or after school (options vary by site).~~

The Superintendent or designee shall establish regulations under which the District may grant credits toward graduation for college courses and private instruction attended by District students.

The Superintendent or designee may grant physical education credit for independent study programs. Specifically, only individual sports with national competitive rankings are eligible for consideration under this provision. The Superintendent or designee shall establish regulations governing independent study physical education requirements.

The Superintendent or designee may grant physical education credit for participation in District interscholastic athletic programs when a student has been exempted from physical education classes because of this participation and when such participation entails a comparable amount of time and physical activity.

Students using interscholastic athletics participation to fulfill physical education requirements may be graded on this participation, provided that a teacher credentialed to teach physical education supervises this participation and assigns the grade.

2. Transfers

To participate in a graduation ceremony and receive a diploma from a District comprehensive high school, a student must be enrolled prior to the first day of the spring semester. These students must successfully complete 25 District credits. Students who transfer in the fall semester of their senior year must successfully complete 50 District credits.

- a. The District shall exempt a student in foster care, a student who is a homeless child or youth, or a former juvenile court school student, who transfers between schools any time after the completion of the student's second year of high school from all coursework and other requirements adopted by the Board that go beyond the minimum statewide requirements specified in Education Code section 51225.3, unless the District makes a finding that the student is reasonably able to complete the District's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school. Additionally, children of military families may be eligible for specific waivers from the District's graduation requirements in accordance with Education Code 49701.
- b. Reciprocity on Graduation Requirements

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Students in Grades 9-12 transferring to this District from schools outside of California must meet District graduation requirements in order to receive a high school diploma, subject to the exceptions set forth in Education Code sections 51225.1-51225.2.

- c. Transfer credits are accepted from accredited institutions only, subject to the exceptions set forth in Education Code sections 51225.1-51225.2.
- d. Courses from the transferring district which are designated as honors courses will not receive honors credit if there is not a corresponding District course of the same title with the same description, subject to the exceptions set forth in Education Code sections 51225.1-51225.2.
- e. Courses designated as Advanced Placement from accredited transferring districts will receive additional weighted credit, which will be computed using the following numerical value: A = 5, B = 4, C = 3, D = 1, and F = 0.

Students with special circumstances may request consideration of a fifth year of study to meet graduation requirements.

3. Requirements for Graduation/Continuation School

a. General Conditions

The Board shall grant a diploma of continuation high school graduation to any pupil upon completion of the prescribed course of study including satisfactory completion of a minimum of 190 semester credits of classroom instruction and supervised learning.

b. Basic Requirements

- (1) The specific subject requirements for a continuation high school diploma are identical to those required of the traditional high school. In addition to the specific subject requirements, electives are needed to complete a total of 190 semester credits.
- (2) Students wishing to receive a continuation high school diploma must successfully complete a minimum of five credits at the continuation high school. In the event of extenuating circumstances, the Superintendent or designee, may waive this requirement.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

4. Satisfactory High School Credit May Be Earned Through Avenues Outside of the District

a. Juvenile Court School

The District shall accept for credit any coursework satisfactorily completed by students while detained in a juvenile court school or county or state-operated detention institution. District students who successfully complete District graduation requirements while so detained shall receive a diploma from the school they last attended.

b. Instruction from Accredited Non District Institutions

Credit toward high school graduation for instruction from accredited non district institutions may be granted, provided that:

- (1) Credit earned at a different accredited institution while the student attends District schools in Grades 9-12 does not exceed 10 credits annually
- (2) Parent/guardian applies in writing for the credit.
- (3) The number of credits sought equals at least one semester's work.

c. College Courses

- (1) The individual may complete his/her high school education by attending an accredited college.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

~~(2)~~ — The District maintains a cooperative agreement with Saddleback College, the Concurrent College Studies Program. Under the auspices of the program, a student may enroll in ~~one~~ Saddleback College courses ~~per semester~~. Courses under this program receive high school credit as well as college credit. ~~College courses may not be taken if the course is offered at the student's home campus.~~ Graduation requirements, with the exception of electives, may not be taken under this program.

~~(3)~~(2) College courses will be equated to high school credits on the following basis: each semester unit of college credit is equal to three and one-third high school credits.

~~(4)~~ — ~~The student receives the same letter grade for the high school credit as is granted by the college. No additional grade point will be added if a student earns an "A" or "B" grade.~~

5. High School Equivalency/California High School Proficiency Examination (CHSPE)

The Board desires that every student have the opportunity to earn a high school diploma through successful completion of class work and Board-approved competency tests.

The Board, however, recognizes that the California Legislature has provided two alternatives to the high school diploma: the General Educational Development Certificate for individuals 18 or older, and the California High School Competency

Certificate for persons 16 or older or who have been in the tenth grade for a year or who are currently enrolled in the final semester of tenth grade. These certificates may be granted by the California Department of Education (CDE) to individuals who pass performance tests established by the Department.

The principal of each school maintaining tenth, eleventh, and/or twelfth grades shall distribute to each student in those grades an announcement explaining the California High School Proficiency Examination (CHSPE) as provided under Education Code 48412. When announcements from the CDE or its contractor are received, this information shall be distributed early enough to enable interested students to register for the test.

Any person 16 or older or who has been in the tenth grade for a year or who is currently enrolled in the final semester of tenth grade may apply to have his/her proficiency in basic skills verified by examination according to criteria established by the CDE.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Any person 18 or older may take the General Educational Development Test (GED) given by the CDE in order to receive the High School Equivalency Certificate.

6 Graduation Ceremonies

- a. The Board does not permit nor recognize any graduation ceremony for District students other than the ceremonies attached to graduation from high school (Grade 12); or continuation school (Grade 12).
- b. Students may participate in the graduation ceremony if:
 - (1) They qualify for a diploma by meeting all applicable graduation requirements, or
 - (2) They qualify for a Certificate of Achievement by meeting all applicable graduation requirements.

Legal Reference:

EDUCATION CODE

- 37252 Summer school instructional programs
- 35160 Authority of governing boards
- 35160.1 Broad authority of school districts
- 35160.5 Extracurricular and cocurricular activities, differential standards
- 8645.5 Course credit re juvenile court schools
- 48400-48403 Persons subject to compulsory continuation education
- 48410 Persons exempt from continuation classes
- 48412 Certificate of Proficiency; examination fees
- 48413 Enrollment in continuation classes
- 48414 Reenrollment in district
- 48430 Continuation education schools and classes
- 48431.6 Review and counseling of academic progress at age 16 or 10th grade
- 48800-48803 Attendance at community college; advanced education
- 51220 Areas of study; grades 7-12
- 51224 Skills and knowledge required for adult life
- 51225.1 Pupils in foster care; pupils who are homeless children or youth or former juvenile court school pupils; transfer between schools; exemption from local graduation requirements; reasonable ability to complete requirements within fifth year of high school; notice; complaint of noncompliance with requirements of section
- 51225.2 Pupils in foster care or who are homeless children or youth, or former juvenile court school pupils; acceptance of coursework completed at another school; application of credits; retaking a course; complaint of noncompliance with requirements of section
- 51225.3 Requirements for graduation
- 51225.4 Elementary school certification of sufficient preparation for high school
- 51226 Board review of curriculum every three years; model standards

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

- 5124051246 Exemptions from requirements*
- 51242 Exemption from physical education for athletic program participants*
- 51243-51245 Credit for foreign language private school studies*
- 5126051269 Drug education*
- 5140051442 Diplomas and certificates*
- 51740 Authority to provide instruction by correspondence*
- 52508 Diplomas or certificates (adult school)*
- 52510 Requirements for eighth grade graduation (adult school)*
- 56000 Education of individuals with exceptional needs*
- 56341 Individualized education program team*
- 56345 Elements of the IEP*
- 60851 Successful completion of test for graduation*
- 60852 Deferment of examination requirement for certain students*
- 60853 Preparation of students for examination*

VEHICLE CODE

12507 Driver education

CODE OF REGULATIONS, TITLE 5

16001651 Graduation of pupils from Grade 12 and credit toward graduation

1630 Credit for college courses

1631 Credit for private instruction

1632 Credit for private school foreign language instruction

1633 Credit for correspondence instruction

1634 Credit to present or past member of the armed services

3069 Graduation

11520 Definitions

11521 Placement on pupil transcript

11522 Requirements for exemption from school attendance form

11523 Requirement to make examination announcements

11530 High School Equivalency Certificate

Policy

adopted: February 8, 1999

revised: June 12, 2000

revised: June 24, 2002

revised: August 19, 2002

revised: September 11, 2006

revised: April 21, 2008

revised: February 9, 2009

revised: May 18, 2016

revised: January 25, 2017

revised: May 24, 2017

revised: February 28, 2018

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: John Morgan, Chief Technology Officer

Date: June 15, 2020

Board Item: Delegation of Authority to Superintendent or Designee to Enter Into Agreement with Apex Learning

HISTORY

District has partnered with Apex Learning for the past 15 years. The curriculum has been utilized for credit recovery and summer school classes.

BACKGROUND INFORMATION

Implementation of distance learning during the spring of 2020 highlighted the need for the District to provide base curriculum resources for staff to use during periods of closure. District plans for reopening schools in the fall of 2020 include the possibility of significant online learning for students. Several District teachers are familiar with Apex Learning. Apex Learning allows teachers to have resources and tools to help students learn when they are working in independent learning settings.

CURRENT CONSIDERATIONS

The District would like to obtain additional Apex Learning licenses to ensure students are successful during periods of closure or until schools are able to reopen completely. Apex Learning will allow teachers to focus on students while they are with them in class and be assured that students who are working independently are appropriately supported.

FINANCIAL IMPLICATIONS

The contract between Apex and the District is subject to ongoing negotiations which are not anticipated to be completed by the date of the Board's meeting on June 23, 2020. Once approved by the Board, the program will be funded by general funds 2020-2021 CARES Act funds. This authority is not to exceed \$400,000, for the 2020-2021 school year.

STAFF RECOMMENDATION

Approve **DELEGATION OF AUTHORITY TO SUPERINTENDENT OR DESIGNEE TO ENTER INTO AGREEMENT WITH APEX LEARNING.**

PREPARED BY: John Morgan, Chief Technology Officer

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Krista Castellanos, Board of Trustees

Date: June 24, 2020

Board Item: Resolution No. 1020-63, *Resolution Denouncing All Acts of Racism, Intolerance, and Unlawful Discrimination*

HISTORY

At the June 17, 2020 Regular Board Meeting, Trustee Castellanos proposed a resolution to fight against intolerance, racism, and discrimination.

BACKGROUND INFORMATION

The recent and senseless violence towards African-Americans in our country have outraged us. As a school district, we must call out and condemn any act of racism. We value diversity, equity, and inclusion and will support the continued work of the Cultural Proficiency Task Force.

CURRENT CONSIDERATIONS

It is recommended the Board of Trustees discuss and take action on Resolution No. 1920-63, *Resolution Denouncing All Acts of Racism, Intolerance, and Unlawful Discrimination*.

FINANCIAL IMPLICATIONS

There are no financial implications.

STAFF RECOMMENDATION

It is recommended the Board President recognize Trustee Krista Castellanos to present this item and then take action to adopt Resolution No. 1920-63, *Resolution Denouncing All Acts of Racism, Intolerance, and Unlawful Discrimination*.

PREPARED BY: Krista Castellanos, Board of Trustees

APPROVED BY: Krista Castellanos, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, CA

RESOLUTION No. 1920-63

**RESOLUTION ON THE FIGHT AGAINST INTOLERANCE, RACISM, AND
DISCRIMINATION**

WHEREAS, the Board of Trustees of the Capistrano Unified School District believes any act of racism must be denounced by those in leadership roles in our society; and

WHEREAS, we are outraged by recent events demonstrating the injustices that persist in our country; and

WHEREAS, we must listen to, learn from, and empathize with persons who have endured and continue to experience discrimination and intolerance; and

WHEREAS, we are committed to equality, diversity, inclusion, tolerance, and human and civil rights for all; and

WHEREAS, we believe in the potential for schools to help bring forth constructive ideas about what constitutes a healthy and just society; and

WHEREAS, we must individually and collectively lead in preventing biases that occur as a result of divisive policies and actions;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Capistrano Unified School District is committed to fostering an inclusive environment where every student, school employee, community member, and parent can expect to be treated with dignity and respect; and

BE IT FURTHER RESOLVED, that the Board of Trustees directs the Superintendent to continue the work of the existing Cultural Proficiency Task Force; and

BE IT FURTHER RESOLVED, that the Board of Trustees directs the Superintendent to present a preliminary report on the work of the Cultural Proficiency Task Force for increasing cultural awareness, justice, tolerance, inclusion, and diversity on our campuses, in our curricula, and District operations, no later than November 2020, with final Task Force recommendations to be presented no later than July 2021.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on June 24, 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

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Kirsten Vital, Superintendent
Clark Hampton, Deputy Superintendent
Greg Merwin, Associate Superintendent, Student Support Services
Josh Hill, Assistant Superintendent, Secondary Schools

Date: June 24, 2020

Board Item: Reopening Schools Plan for 2020-2021 School Year: Component #1 - Cleaning and Component #2 - Online Curriculum

BACKGROUND INFORMATION

At the June 17, 2020 Board meeting, staff presented the plan for safely and successfully returning to school in fall of 2020. The District is committed to returning to the traditional school format prior to COVID-19 as soon as it is safe to do so. However, it is recognized that county and state guidelines regarding health and safety measures may not allow this to occur at the start of the 2020-2021 school year. Given the continued uncertainty of the COVID-19 pandemic, and in response to guidance from the local and state levels, the reopening plan includes options to safely reopen schools in a manner that embraces the values of the community.

CURRENT CONSIDERATIONS

Components of the Reopening Schools Plan

The Reopening Schools Plan has four components:

- **Component #1:** Proactive and responsive health and safety measures for students, families, and staff
- **Component #2:** A renewed “commitment to excellence” in curriculum and instruction which provides options and flexibility to students and families, and differentiates support for all learners through effective educational programs and learning opportunities
- **Component #3:** Strong emphasis and integration of mental health and emotional support, social emotional learning, and cultural diversity
- **Component #4:** Traditional “on campus” learning model to the greatest extent possible, and access to online learning as needed, featuring academic rigor, consistency, and engaging educational experiences for all students

This Board Report provides additional information regarding Component #1 and Component #2.

#1: Health and Safety for Students, Families, and Staff - Cleaning

The first component of the Reopening Schools Plan is addressing the health and safety of students, teachers and staff at school with measures defined by the California Department of

Public Health (CDPH) guidelines. In response to the COVID-19 pandemic, the Custodial Department implemented additional measures to ensure all hard surfaces at all school sites were clean and sanitized using Food and Drug Administration (FDA) approved solutions per California Department of Public Health (CDPH):

Day-to-Day Custodial Services

- Campus Safety and Security
- Confer with the school principal in planning the maintenance and/or cleaning of the school campus throughout the day
 - Each evening a custodial night crew thoroughly cleans each site in preparation for the following school day
- Waste Management, paper recycle and food waste
- Inspect buildings and grounds for damage, needed repairs, security, and safety, and take corrective action as appropriate
 - Maintenance and repair services (ceiling tiles, re-lamp and minor repairs) Performs minor repairs and light maintenance tasks such as: furniture assembly, desk and locker repair, ceiling tile and lighting replacement
- **Perform custodial work in accordance with daily work schedule:**
 - Cleaning and disinfecting restrooms/locker rooms regularly per CDPH guidelines
 - Dusting, cleaning and sanitizing of hard surfaces regularly per CDPH guidelines
 - Sweep, mop, wax, and seal hard surface flooring
 - Vacuum, extract, spot clean and shampoo carpets as needed
 - Cleaning and sanitizing food eating areas per CDPH guidelines
- School sponsored event support (set ups/breakdowns/clean-up/sanitizing)
- Respond to special needs as needed
- Proper handling and disposal of hazardous materials including lamp and battery recycling
- Daily interaction with students, staff and community

#2: Curriculum and Instruction

The second key component of the Reopening Schools Plan is curriculum and instruction. The centerpiece of the plan is a robust, consistent, and engaging curriculum that aligns with the District's core values and can be successfully delivered both in a traditional school setting and online.

Canvas Learning Management System

Canvas is a cloud-based learning management system (LMS) that equips educators and engages students in an efficient and effective way. The Canvas platform offers user-friendly functionality for online learning including standards-based grade books, customizable student assessments, course content authoring, mobile communication and more. Canvas allows educators to customize courses and monitor engagement with classes or individual students. Canvas also offers native mobile apps for iOS (Apple) and Android devices, allowing educators, students, and parents to view key information, share and receive updates, or submit results from anywhere at any time. Staff will present to Trustees a recommendation to purchase Canvas Learning Management System for grades K-12 at the June 24, 2020, Board meeting.

Elementary School (K-5)

Courses are being created inside of Canvas for each grade level kindergarten through fifth in English Language Arts, Math, Science, and Social Studies using the current adopted curriculum. Online courses are also being developed for both the Mandarin and Spanish Immersion programs. The elementary online courses are created from a student's perspective. This allows students to log in to their grade level course and follow the directions provided to go through the lessons independently. Within the lessons, the formatting is consistent, so that navigation will be comfortable and predictable for teachers, students and parents. The lessons will also include scaffolding and differentiation for students with special needs and our second language learners. A team of elementary teachers and curriculum specialists are developing the online modules and will have two trimesters completed by August 18, 2020, with the final trimester being completed by December 18, 2020.

Middle School and High School (6-12)

Secondary teachers will be utilizing a combination of District developed and pre-built online curriculum such as Apex Learning to support students when working on their own. Courses will be developed by District teachers for those classes that are not available in Apex Learning. These include several elective courses including Advancement via Individual Determination (AVID), English Language Development, as well as language immersion courses. The courses will be designed so that students can engage in the learning independently without the support of a teacher. This will enable teachers to focus on more interactive activities when students are in attendance with them at school. The Reopening Lead Team, which consists of teachers, support staff, principals, and District staff, have reviewed the Apex Learning curriculum and Florida Virtual online curriculum. Surveys have been distributed to middle school and high school teachers to solicit additional feedback and determine interest and availability of teachers to develop online curriculum. Staff will present a recommendation for online curriculum for secondary schools, grades 6-12, at the July 15, 2020, Board meeting.

FINANCIAL IMPLICATIONS

The cost of Canvas Learning Management System for grades K-12 is \$227,000, funded by the Federal CARES Act. The cost of Apex Learning online curriculum is \$8.15 per student for a total of approximately \$215,000 for grades 6-12, also funded by the CARES Act. The cost of additional assignment hours for elementary teachers to develop online curriculum is \$213,000, and the cost of secondary teachers to develop online curriculum that is not already included in the Apex Learning program is \$150,000.

For cleaning product and service, custodial will include normal expenditures for cleaning and sanitizing classrooms as normal. However, custodians will focus on hard surfaces and are already using, and will continue to use, cleaning solutions approved by the FDA for addressing the COVID-19 virus and other pathogens. These costs are already part of the normal custodial operations of the District and part of the existing budget. Any additional costs for cleaning and sanitizing, such as employee overtime or additional labor or supplies, will be analyzed as the reopening plan is being further developed.

STAFF RECOMMENDATION

It is recommended the Board President recognize Gregory Merwin, Associate Superintendent, Student 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.

APPROVED BY: Gregory Merwin, Associate Superintendent, Student Support Services