

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

**REVISED**

December 16, 2020

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

**AGENDA**

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

*Members of the public may attend the meeting in person, however social distancing practices will be followed. Attendees will need to wear a mask whenever in District facilities. For the safety and well-being of others, speakers will be required to wear a mask when addressing the Board at the podium. If participants choose to not attend the Board meeting in person the District has provided the following option for the public to address the Board telephonically. Please submit a 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 4:00 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 M. Vital/Gregory Merwin  
(Pursuant to Government Code § 54957(a))

**EXHIBIT A-1**

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

Gregory Merwin/Kathy Purcell  
Attorney – Justin Shinnfield  
Significant Exposure to Litigation – Five Cases  
ADR Case Number 20200922  
ADR Case Number 20200923  
ADR Case Number 20201003  
ADR Case Number 20201008  
ADR Case Number 20201012  
(Pursuant to Government Code § 54956.9(d)(2))

**EXHIBIT B-1**  
**EXHIBIT B-2**  
**EXHIBIT B-3**  
**EXHIBIT B-4**  
**EXHIBIT B-5**

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

Gregory Merwin/Kathy Purcell  
Attorney – Justin Shinnfield  
Significant Exposure to Litigation – Three Cases  
OAH Case Number 2019050932  
OAH Case Number 2019110519  
OAH Case Number 2020100009  
(Pursuant to Government Code § 54956.9(d)(1))

**EXHIBIT C-1**  
**EXHIBIT C-2**  
**EXHIBIT C-3**

**D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

District Negotiators: Kirsten M. Vital and Clark Hampton  
Attorney: Andreas Chialtas  
Property: South Transportation and Groundskeeping Facility; 5.51 acre property located at 26126 Victoria Blvd, Dana Point, CA 92624  
Negotiating Party: Toll Brothers, Inc.  
Under Negotiation: Price and Terms of Payment  
(Pursuant to Education Code § 54956.8)

**EXHIBIT D-1**

**E. CONFERENCE WITH LABOR NEGOTIATORS**

District Negotiators: Kirsten M. Vital/Tim Brooks/Clark Hampton  
Employee Organizations:  
1) Capistrano Unified Education Association (CUEA)  
2) California School Employees Association (CSEA)  
3) Teamsters  
4) Capistrano Unified Management Association (CUMA)  
(Pursuant to Government Code § 54957.6)

**EXHIBIT E-1**

**F. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT**

Tim Brooks  
Chief Technology Officer  
(Pursuant to Government Code § 54957)

**EXHIBIT F-1**

**RECORDING OF SCHOOL BOARD MEETINGS**

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

**AGENDA**

**PUBLIC CEREMONIAL OATH OF OFFICE**

*Trustee Pamela Braunstein, Trustee Krista Castellanos, Trustee Lisa Davis, and Trustee Amy Hanacek  
(The official Oath of Office was administered by the Superintendent)*

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

**CALL TO ORDER – ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**OATH OF OFFICE**

**ADOPTION OF THE AGENDA**

**REPORT ON CLOSED SESSION ACTION**

**1. REORGANIZATION OF BOARD – ELECTION OF PRESIDENT:**

The Capistrano Unified School District Board of Trustees is conforming to Education Code requirements by holding its annual organizational meeting at the December 16, 2020 meeting.

**DISCUSSION/  
ACTION**

Board Policy 9100, *Annual Organizational Meeting*, presents the order of business for this meeting. Agenda items 1 through 3 may be completed under this agenda item. 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: Kirsten M. Vital, Superintendent***

Staff Recommendation

**AGENDA ITEM 1**

The current presiding Board member, Vice President Martha McNicholas, will facilitate the election of the Board President. The Board may do this by oral nominations and voting, or by ballot after oral nominations are made.

Nominations \_\_\_\_\_ Vote \_\_\_\_\_

**AGENDA ITEM 2 AND ITEM 3**

As soon as the new Board President is elected, that person will immediately assume the role of President and will commence with the election of the Vice President and Clerk, then proceed with the other items on the evening's agenda.

**2. REORGANIZATION OF BOARD – ELECTION OF VICE PRESIDENT:**

**DISCUSSION/  
ACTION**

Nominations \_\_\_\_\_ Vote \_\_\_\_\_

**3. REORGANIZATION OF BOARD – ELECTION OF CLERK:**

**DISCUSSION/  
ACTION**

Nominations \_\_\_\_\_ Vote \_\_\_\_\_

**4. SELECTION OF TRUSTEE PARTICIPATION ON VARIOUS COMMITTEES:**

**DISCUSSION/  
ACTION  
Page 1  
EXHIBIT 4**

Every year at the organizational meeting in December, Trustee assignments are made to various committees and other groups in which there is an expectation of Board representation. The exhibit is a listing of appointment, with tentative meeting date information, and the name or names of the Trustee(s) who served on the committee during 2020. This agenda item allows for the Board of Trustees to select a member or members to serve on one or more of the committees outlined in the exhibit for the 2021 calendar year. There is no financial impact.

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

***Contact: Board President***

Staff Recommendation

It is recommended the Board of Trustees review the various committees as listed in the exhibit and reach a consensus and/or take a formal vote on which Trustees will participate on the various committees.

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

**SPECIAL RECOGNITIONS**

**Golden Bell Celebration**

**Winter Music Program**

Tesoro High School Choral Music Program

Under the direction of Keith Hancock, *Director of Choral Music*

## **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**

**5. DONATION OF FUNDS AND EQUIPMENT:**

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$107,922.83 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash have no financial impact on the budget. The District does not guarantee maintenance of items or the expenditure of any District funds for continued use.

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

Page 5

**EXHIBIT 5**

**6. PURCHASE ORDERS, COMMERCIAL WARRANTS AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:**

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$5,103,404.50 and the commercial warrants total \$13,452,105.79. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board-approved warrants, by vendor, exceeding \$250,000.

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

Page 8

**EXHIBIT 6**

**7. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:**

Approval of the District standardized Independent Contractor, Professional Services, Field Service and Master Contract agreements. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows seven new agreements totaling \$392,248.71 and two amendments to existing agreements totaling \$5,000. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page [here](#).

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

Page 81

**EXHIBIT 7**

**8. ALISO VIEJO COMMUNITY ASSOCIATION LIMITED USE AND MAINTENANCE AGREEMENT FOR ALISO NIGUEL HIGH SCHOOL WINTER/SPRING BASEBALL 2021:**

Approval of the Aliso Viejo Community Association (AVCA) Limited Use and Maintenance Agreement (LUMA) for Aliso Niguel High School Winter/Spring Baseball 2021. AVCA owns and maintains Woodfield Park, adjacent to Aliso Niguel High School. The Winter/Spring Baseball 2021 LUMA allows Aliso Niguel High School to use Woodfield Park from January 11, 2021 through May 28, 2021 for a fee of \$675 paid by site funds, as detailed in the LUMA. The Winter/Spring Baseball 2021 LUMA is similar to past years' agreements relating to the use of Woodfield Park.

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

Page 127

**EXHIBIT 8**



9. **ALISO VIEJO COMMUNITY ASSOCIATION LIMITED USE AND MAINTENANCE AGREEMENT FOR ALISO NIGUEL HIGH SCHOOL WINTER/SPRING LACROSSE 2021:** Page 148  
**EXHIBIT 9**  
Approval of the Aliso Viejo Community Association (AVCA) Limited Use and Maintenance Agreement (LUMA) for Aliso Niguel High School Winter/Spring Lacrosse 2021. AVCA owns and maintains Foxborough Park, adjacent to Aliso Niguel High School. The Winter/Spring Lacrosse 2021 LUMA allows Aliso Niguel High School to use Foxborough Park from January 11, 2021 through May 28, 2021 for a fee of \$675 paid by site funds, as detailed in the LUMA. The Winter/Spring Lacrosse 2021 LUMA is similar to past years' agreements relating to the use of Foxborough Park.  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
10. **CHANGE ORDER NO. 2, BID NO. 2021-07, BRIDGES COMMUNITY DAY HIGH SCHOOL RESTROOM PORTABLE PROJECT:** Page 169  
**EXHIBIT 10**  
Approval of Change Order No. 2, Bid No. 2021-07 for the Bridges Community Day High School Restroom Portable Project related to alterations to the proposed potable water utility line for the new portable restroom building due to unforeseen existing conditions. This change order consists of additions, deletions, or other revisions now being presented to the Board for approval. All such changes in the work are performed under applicable conditions of the change in contract documents. The original contract sum was \$214,000. The new contract sum including Change Order No. 2 is \$244,307.35 funded by developer fees. With this change order, the project remains under budget.  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
11. **CONTRACT FOR E-RATE COMPLIANCE SERVICES – CSM CONSULTING, INC.:** Page 184  
**EXHIBIT 11**  
Approval of the Contract for E-Rate Compliance Services with CSM Consulting, Inc., for the purposes of assisting the District with applying for E-Rate funds for Category 1 and Category 2 services. The consultant group will assist the District to ensure all timelines are met, forms are completed, and the greatest amount of discount is achieved through the Universal Service Administrative Company program. The contract term is from December 16, 2020 through June 30, 2021. Annual expenditures under this contract are limited to \$41,000 funded by the general fund.  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
12. **FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR ALISO NIGUEL HIGH SCHOOL SOLAR PROJECT RELATED TO RESOLUTION NO. 1718-28 – REC SOLAR COMMERCIAL CORPORATION:** Page 190  
**EXHIBIT 12**  
Approval of the Final Acceptance and filing of the Notice of Completion for the Aliso Niguel High School Solar Project related to Resolution No. 1718-28. In order to obtain Division of State Architect closeout with certification, Notice of Completion is required. All work has been inspected and completed to the satisfaction of staff. The project was funded by Clean Renewable Energy Bonds (CREB).  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
13. **FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR BID NO. 1920-07, TESORO HIGH SCHOOL TURF AND SAND VOLLEYBALL COURT PROJECT:** Page 193  
**EXHIBIT 13**  
Approval of the Final Acceptance and filing of the Notice of Completion for Bid No. 1920-07 for the Tesoro High School Turf and Sand Volleyball Court Project. In order to obtain Division of State Architect closeout with certification, Notice of Completion is required. All work has been inspected and completed to the satisfaction of staff. The project was funded by gift funds, Las Flores CFD 92-1 and deferred maintenance.  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

**14. MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND USE OF VALENCIA REGIONAL LABORATORY FOR SARS-CoV-2 TESTING:** Page 197  
**EXHIBIT 14**

Approval of the ratification of a Memorandum of Understanding (MOU) with the California Department of Public Health (CDPH) and use of Valencia Regional Laboratory for SARS-CoV-2 testing. The MOU allows the District to send collected samples to the CDPH's Valencia Regional Laboratory for testing. The term of the MOU is from the date of execution until 30 days after the lifting of the declaration of the COVID-19 state of emergency. The state intends to cover the costs of, and seek reimbursement for, all costs of lab processing at the Valencia Regional Lab. The parties will each bear their own costs in providing services under the MOU. The District costs for staff, shipping, and personal protective equipment are estimated at approximately \$63,000 from the start of testing to June 30, 2021 funded by the CARES Act.

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

**15. OLIVER EQUIPMENT LEASE – OLIVER PACKAGING AND EQUIPMENT COMPANY:** Page 204  
**EXHIBIT 15**

Approval of the Oliver Equipment Lease with Oliver Packaging and Equipment Company to lease a heat sealing machine. According to Orange County Health Care Agency Environmental Health Department, all District elementary school kitchens are considered pre-packaged food facilities. The District requires packaging equipment to ensure food is wrapped appropriately. The use of the sealing machine will increase the visual appeal and environmental sustainability of the food packaging and provide the ability to grow current menu selections while maintaining pre-packaged status. The lease is effective upon full execution and will continue indefinitely as long as the District orders enough product to support the agreement. Oliver Packaging and Equipment Company will waive the equipment rental fee based on the District's monthly food tray and film volume of \$6,500. The cafeteria fund will cover the food tray and film costs and one-time machine shipping cost of \$1,000.

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

**16. TEMPORARY EMPLOYEE CELL PHONE ALLOWANCE:** Page 209  
**EXHIBIT 16**

Approval of the ratification of a temporary employee cell phone allowance for assistant principals, confidential secretaries, and specific directors and coordinators. Certain District management employees have been designated by the Board of Trustees to be paid a \$35 monthly allowance for the use of a personally owned cell phone or mobile communication device for District-related business. During the COVID-19 pandemic, additional staff are requested to use personal devices for communication. The temporary allowance would be effective July 1, 2020 through June 30, 2021. The cost of approximately \$31,500 would be paid from the general fund.

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

**CURRICULUM AND INSTRUCTION**

**17. MEMBERS OF THE SPECIAL EDUCATION LOCAL PLAN AREA COMMUNITY ADVISORY COMMITTEE:** Page 211  
**EXHIBIT 17**

Approval of the appointment of Ann Carroll, Mina Carson, Janelle Stever, Jillian Stewart and Rachel Sutherland to serve as a Community Advisory Committee (CAC) voting member for the 2021 and 2022 calendar years. In accordance with the California Education Code § 56190, each Special Education Local Plan Area (SELPA) shall establish a CAC with parents of special education students forming the majority. Based on the bylaws of the SELPA, a committee of voting members is established annually, comprised of District parents, teachers, administrators, and community representatives who serve District students. The term of appointment for voting members is two years, staggered annually. There is no financial impact.

**Contact:** *Gregory Merwin, Chief Academic Officer, Education and Support Services*

18. **COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT ADDENDUM WITH SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT:** Page 212  
**EXHIBIT 18**
- Approval of the College and Career Access Pathways Partnership Agreement Addendum with South Orange County Community College District, beginning December 19, 2020. The first College and Career Access Pathways (CCAP) agreement with Saddleback College, a college of the South Orange County Community College District, was approved in 2018. This agreement allows for the addition of eight courses for the Spring of 2021. A CCAP addendum and appendix is needed to include the Spring 2021 courses being offered, and to extend the CCAP agreement term through December 2021. Expenditures under this addendum are estimated to be \$2,950 funded by lottery funds.  
*Contact: Susan Holliday, Chief Administrative Officer, Education and Support Services*
19. **MEMORANDUM OF UNDERSTANDING WITH WESTED FOR THE CALIFORNIA HEALTHY KIDS SURVEY 2020-2021:** Page 219  
**EXHIBIT 19**
- Approval of Memorandum of Understanding with WestEd for the California Healthy Kids Survey (CHKS) 2020-2021. This is an annual agreement which outlines conditions to be met by the District as they relate to access to and the administration of the CHKS and the California School Parent Survey.
- Data from the surveys is intended to help schools foster a positive school climate including, student learning engagement; prevent risky behaviors and other impediments to academic achievement; and to promote positive health habits and behaviors. The surveys have multiple modules. The administration is planned for mid-January to early February 2021, where students in grades 5, 7, 9, and 11 will complete the core module of the survey. The California School Parent Survey will be conducted for the fourth year. A District letter will be sent in January 2021 to notify parents/guardians; this letter reflects current survey questions and all survey questions, timelines, and procedures have been posted online at the following link, <https://tinyurl.com/y42ffhob>.
- The grade level surveys, created by WestEd, will include all of the questions, per grade level, as included on the District's CHKS website. The survey will not be altered from the original survey; no questions will be intentionally removed or added. Parents of middle and high school students will be able to return a form to have their child opt out. Parents of elementary students will be required to return a permission form to have their child participate. Collecting permission forms for elementary students is an Education Code requirement. Student personally identifiable information is not collected or released. Parents will be notified multiple times through multiple means, and will have access to the survey questions and content for their full review online, and in hard copy. The District will receive approximately \$9,000 to help offset the anticipated cost of \$19,000 associated with survey administration, and reports. The net cost to the District is anticipated to be \$10,000 funded by general funds.  
*Contact: Susan Holliday, Chief Administrative Officer, Education and Support Services*
20. **AGREEMENT NO. 50915 WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 227  
**EXHIBIT 20**
- Approval of the ratification of Agreement No. 50915 with the Orange County Superintendent of Schools for interpreting and translation services, July 1, 2020 through June 30, 2021. District staff are able to provide interpretation and translation services for parent Individualized Education Program meetings and reports in Spanish and Farsi. However, occasionally there are interpretation and translation needs in other languages, including but not limited to Mandarin, Korean, and Japanese. Agreement No. 50915 with the Orange County Superintendent of Schools will provide these services on an as needed basis. The estimated cost of \$5,000 will be funded by Local Control Funding Formula Supplemental funds.  
*Contact: Susan Holliday, Chief Administrative Officer, Education and Support Services*

21. **AGREEMENT NO. 13017 WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 238  
**EXHIBIT 21**  
Approval of the ratification of Agreement No. 13017 with the Orange County Superintendent of Schools, for participation with Inside the Outdoors Virtual School Program, July 1, 2020 through August 31, 2021.  
District schools routinely participate in the Orange County Department of Education's outdoor science school/field trip programs, and "Traveling Scientist" programs and assemblies. This year the sessions will all be virtual. Multiple sites have expressed interest in the "Traveling Scientist" program for the 2020-2021 school year, which will provide virtual school assemblies by naturalists on various science topics. There is no financial impact; there is no charge or fee this year.  
*Contact: Susan Holliday, Chief Administrative Officer, Education and Support Services*

## **HUMAN RESOURCE SERVICES**

22. **CALIFORNIA STATE UNIVERSITY, FULLERTON FALL 2020 MASTER TEACHER HONORARIUM:** Page 248  
**EXHIBIT 22**  
Approval of payment of honorarium to District master teachers who supported a California State University, Fullerton (CSUF) Student Teacher during the Fall 2020 semester. Universities pay master teachers a nominal payment for their supervision and support of student teachers. CSUF reimburses the District for these master teacher payments. The compensation amounts vary based on the nature of the assignments.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
23. **INTERNSHIP CONTRACT AGREEMENT WITH BRANDMAN UNIVERSITY:** Page 252  
**EXHIBIT 23**  
Approval of Internship Contract Agreement with Brandman University, effective January 1, 2021 and expiring January 1, 2024. Teachers in hard-to-fill positions may be hired on an internship credential. Credential candidates will be employed by the District as a teacher of record and paired with a site-supervising teacher to fulfill requirements to earn their preliminary credential. There is no financial impact.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
24. **SUPERVISED FIELDWORK AGREEMENT WITH BRANDMAN UNIVERSITY:** Page 264  
**EXHIBIT 24**  
Approval of Supervised Fieldwork Agreement with Brandman University, effective January 1, 2021 and expiring January 1, 2024. During the school year, credential candidates will be paired with District credentialed employees to fulfill practicum/fieldwork requirements to earn their credential. There is no financial impact.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
25. **SUPERVISED INTERNSHIP AGREEMENT WITH BRANDMAN UNIVERSITY:** Page 273  
**EXHIBIT 25**  
Approval of the Supervised Internship Agreement with Brandman University, effective January 1, 2021 and expiring January 1, 2024. During the school year, credential candidates in the areas of school psychology, educational administration, and school counseling may be hired for any open position that is unable to be filled by a fully credentialed candidate. Credential candidates will be employed by the District in an open position and supported by the university and a site-supervisor to fulfill requirements to earn their credential. There is no financial impact.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
26. **FIELD PLACEMENT AGREEMENT WITH THE ARIZONA BOARD OF REGENTS, THE UNIVERSITY OF ARIZONA:** Page 282  
**EXHIBIT 26**  
Approval of Field Placement Agreement with the Arizona Board of Regents, The University of Arizona, effective January 1, 2021 and expiring June 30, 2023. During the school year, credential candidates will be paired with District credentialed employees to fulfill practicum/fieldwork requirements to earn their teaching credential. There is no financial impact.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*

27. **AMENDMENT TO MASTER SERVICES AGREEMENT – STRATEGIC KIDS:** Page 288  
Approval of Master Services Agreement Amendment with Strategic Kids to provide **EXHIBIT 27**  
supervision and education support services to students engaged in the extended learning  
program and students during non-instructional minutes. The term of this agreement is  
extended from December 31, 2020 through June 30, 2021. Expenditures under this  
agreement are not-to-exceed \$1,137,600 funded by CARES Act.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
28. **EXTENSION OF EMERGENCY SUBSTITUTE DAILY RATE OF PAY** Page 296  
**INCREASE:** **EXHIBIT 28**  
Approval of the extension of the temporary emergency substitute daily rate of pay increase.  
As planning for reopening schools in person began, the substitute fill rate dropped  
significantly to close to 50 percent. Furthermore, many of the District’s active substitutes  
were hired as Para Educators to support extended learning, which further impacted the  
existing substitute pool. The emergency temporary increase of substitute daily rate of pay  
was ratified at the October 21, 2020 Board meeting. Raising the daily rate for substitute  
teachers to \$175 made the District more competitive with neighboring districts. This  
agenda item presents an extension of the increased daily rate of pay. This extension will  
be effective through June 4, 2021. The total cost increase will depend on the need for subs,  
but is estimated to be up to \$725,000, funded by the general fund.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
29. **ORANGE COUNTY DEPARTMENT OF EDUCATION FIRST QUARTER** Page 297  
**REPORT – WILLIAMS SETTLEMENT LEGISLATION:** **EXHIBIT 29**  
Acceptance of Williams Settlement Legislation Orange County Department of Education  
(OCDE) First Quarter Report. As a result of the Williams Settlement, Education Code  
§ 35186 mandates school districts establish policies and procedures to resolve deficiencies  
related to textbooks and instructional materials, teacher vacancies or misassignments, and  
facility conditions posing a threat to student/staff health or safety. Furthermore, Education  
Code § 1240 requires OCDE to report visits and reviews of District schools conducted by  
OCDE, if any. Additionally, the law requires the report be provided to the Board of  
Trustees at a regularly scheduled public meeting each quarter.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
30. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT** - **CLASSIFIED** Page 301  
**EMPLOYEES:** **EXHIBIT 30**  
Approval of the activity list for employment, separation, and additional assignments of  
classified employees. These positions will be charged to the appropriate fund and are  
included in the adopted budget.  
*Contact: Tim Brooks, Associate Superintendent, Human Resource Services*
31. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT** - **CERTIFICATED** Page 329  
**EMPLOYEES:** **EXHIBIT 31**  
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*

## **GENERAL FUNCTIONS**

32. **2021 - 2022 BOARD MEETING SCHEDULE:** Page 351  
Approval of the Board Meeting Schedule for the 2021-2022 school year. **EXHIBIT 32**  
*Contact: Colleen Hayes, Manager II, Board Operations/Superintendent’s Office*

- |   |                               |
|---|-------------------------------|
| <p><b>33. RESOLUTION NO. 2021-28, ROLE OF THE BOARD: POWERS AND RESPONSIBILITIES:</b><br/>         Approval of Resolution No. 2021-28, Role of the Board: Powers and Responsibilities, reaffirms the role of the Board.<br/> <i>Contact: Kirsten M. Vital, Superintendent</i></p> | Page 355<br><b>EXHIBIT 33</b> |
| <p><b>34. SCHOOL BOARD MINUTES:</b><br/>         Approval of the November 18, 2020 Regular Board meeting minutes.<br/> <i>Contact: Colleen Hayes, Manager II, Board Operations/Superintendent's Office</i></p>  | Page 356<br><b>EXHIBIT 34</b> |

**DISCUSSION/ACTION ITEMS**

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| <p><b>35. CULTURAL PROFICIENCY PLAN:</b><br/>         In October 2019, the Board approved an Education Services goal, to create a Cultural Proficiency Task Force, to develop a three-year plan. The 2019-2020 school year was spent building staff capacity with various forms of training, including a book study, workshop attendance, meetings, and networking with community-based agencies. The work has continued in the 2020-2021 school year and a three-year action plan has been developed, based on input from stakeholders, including the Cultural Proficiency Task Force, CUSD Against Racism core organizers, Capistrano Unified Management Association, representatives from the District English Learner Advisory Committee, and Native American Parent and Student Committee. Staff provided an update at the November 4, 2020 Board workshop on work that has been accomplished over the past year, and a draft of the Cultural Proficiency Plan was shared. Board and stakeholder feedback, as well as expenditure and funding source information, has been incorporated into the final plan.<br/> <i>CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.</i><br/> <i>CUSD WIG 2: Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.</i><br/> <i>CUSD WIG 3: Optimize facilities and learning environments for all students.</i><br/> <i>Contact: Susan Holliday, Chief Administrative Officer, Education and Support Services</i></p> | <b>DISCUSSION/<br/>ACTION</b><br>Page 368<br><b>EXHIBIT 35</b> |
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Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Chief Administrative Officer, Education and Support Services to present information on this item.

Following discussion, it is recommended the Board of Trustees approve the Cultural Proficiency Plan.

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

- |  |  |
|--|--|
| <p><b>36. DONATED SPACE AGREEMENT FOR USE OF CERTAIN PROPERTY AT SERRA HIGH SCHOOL FOR COVID-19 TESTING – COUNTY OF ORANGE:</b><br/>         In consideration of the Donated Space Agreement, the District would grant the County of Orange rent-free use of certain property described as Serra High School located at 31422 Camino Capistrano, in San Juan Capistrano, parking lot off El Camino Real. The area will be used for the purpose of providing medical testing for COVID-19, administered by employees of the County, State of California and/or their vendors or service providers. The COVID-19 testing will occur on Wednesdays and Saturdays, excluding County and national holidays. The County agrees to set aside time for exclusive testing of District employees as needed. The agreement will be effective upon execution and will continue indefinitely. The agreement may be terminated by either party at any time with a 30 day written notice. The District will provide a custodian to open the site and disinfect restrooms after use.</p> | <b>DISCUSSION/<br/>ACTION</b><br>Page 393<br><b>EXHIBIT 36</b> |
|--|--|

***CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.***

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Donated Space Agreement for COVID-19 testing with the County of Orange.

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

**37. SECOND READING – BOARD POLICY 7100, DETERMINING NEEDS:**

Approval of Second Reading – Board Policy 7100, *Determining Needs*. The proposed revisions to Board Policy 7100, *Determining Needs* brings language in alignment to suggestions from California School Boards Association (CSBA), other California districts and updated federal and state requirements regarding how the Districts determines needs in alignment with the Facilities Master Plan. The Board policy number and the 7000 Board policy series title is being updated. Staff incorporated recommended changes from Trustees from the first reading on October 21, 2020. Changes are underlined; deletions are struck through.

***CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.***

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Second Reading - Board Policy 7100, *Determining Needs*.

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

**38. SECOND READING – BOARD POLICY 7110, FACILITIES MASTER PLAN:**

Approval of the Second Reading - Board Policy 7110, *Facilities Master Plan* which brings language in alignment to suggestions from California School Boards Association (CSBA), other California districts and updated federal and state requirements regarding the Districts Facilities Master Plan. The policy number is being updated to match CSBA. Staff incorporated recommended changes from Trustees from the first reading on October 21, 2020. Changes are underlined; deletions are struck through.

***CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.***

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Second Reading - Board Policy 7110, *Facilities Master Plan*.

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

**DISCUSSION/  
ACTION**

Page 399

**EXHIBIT 37**

**DISCUSSION/  
ACTION**

Page 406

**EXHIBIT 38**



**39. SECOND READING - BOARD POLICY 5131.2, BULLYING:**

Prior to March 2019, Board Policy 5141, *Conduct*, defined bullying and cyberbullying, identified the responsibilities of all stakeholders to prevent bullying and explained the complaint procedure to report bullying. Staff recommended that a separate policy, specific to bullying, be developed and adopted. On March 13, 2019, the Board approved the new Board Policy 5131.2, *Bullying*. Through the lens of cultural proficiency, staff reviewed the disciplinary Board Policies and Administrative Regulations. A team of administrators and cultural proficiency team members reviewed this Board Policy and made minor revisions.

The revised language more clearly defines bullying, and what groups may potentially be targeted. The proposed policy also aligns with the California School Boards Association sample policy. Staff has made recommended revisions based on Trustee feedback at the November 18, 2020, Board meeting. Legal counsel has reviewed the policy. Changes are underlined; deletions are struck through. There is no financial impact.

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

***Contact: Susan Holliday, Chief Administrative Officer, Education and Support Services***

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Chief Administrative Officer, Education and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Board Policy 5131.2, *Bullying*.

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

**40. FIRST READING – BOARD POLICY 6158, INDEPENDENT STUDY:**

The proposed revisions to Board Policy 6158, *Independent Study*, updates language to delineate that short term Independent Study agreements should not be provided to students for more than 20 days per year. To assist teachers and staff with supporting students seeking multiple independent study terms, staff recommends applying the limit to not exceed 20 days, per year, during the 2020-2021 and 2021-2022 school years. Families have been requesting agreements in lieu of changing programs. A written agreement and study plan is required for each Independent Study agreement. Students seeking an alternative program, for multiple extended periods of time beyond the 20 days, should enroll in the District's approved Independent Study, Virtual or Home School programs – California Preparatory Academy or Capistrano Virtual and Home School and/or transition to this year's Program C in elementary or Program B in secondary during approved windows. Families concerned about the health and safety of their child being on campus have the option to enroll in one of the District's 100 percent online options. Changes are underlined; deletions are struck through.

***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, Chief Administrative Officer, Education and Support Services***

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Chief Administrative Officer, Education and Support Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Board Policy 6158, *Independent Study*.

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

**DISCUSSION/  
ACTION  
Page 411  
EXHIBIT 39**

**DISCUSSION/  
ACTION  
Page 417  
EXHIBIT 40**

**41. FIRST READING - BOARD BYLAW 9110, TERMS OF OFFICE:**

Due to changes in the law, specifically the passage of Assembly Bill 2449, Board Bylaw 9110, *Terms of Office*, is being presented for revision. Under the previous law and District Board Bylaw 9110, the term of office for newly elected Board members commences on the first Friday of December. AB 2449 changed the law for the Term of Office for newly elected Board members to commence on the second Friday of December. This revision to Board Bylaw 9110, brings the policy into alignment with the law. Changes are underlined; deletions are struck through.

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Board Bylaw 9110, *Terms of Office*.

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

**DISCUSSION/  
ACTION**  
Page 422  
**EXHIBIT 41**

**42. FIRST READING – TEMPORARY BOARD POLICY T5121.1, GRADES/EVALUATION OF STUDENT ACHIEVEMENT:**

As we continue with the 2020-2021 school year, local and state health orders continue to modify how instruction may be provided. Due to the ongoing COVID-19 pandemic, staff continue to recommend the temporary policy to create maximum flexibility in how teachers monitor student progress during distance and hybrid learning. 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. On July 15, 2020, Trustees approved Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*. After several months of distance and virtual learning, staff is recommending revisions to Board Policy 5121.1 to add new temporary language to address the unique difficulty with completing Physical Education (PE) courses online at the secondary level. This temporary proposal supports improving high school outcomes, specifically for juniors and seniors. Staff reviewed and discussed the impacts with the Capistrano Unified Education Association. Staff is recommending to add Credit/No Credit language to the temporary policy for only secondary PE courses. Despite many efforts to improve the APEX online PE learning experience, students and staff continue to struggle. Students who would normally be highly successful in PE are not performing well. In order to replace the letter grade with a Credit or No Credit mark, Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*, must be updated. Staff recommends Credit/No Credit language be added to allow students who failed in the first semester with the option to make-up the class. There will be no impact to student grade point average with this change. Changes are underlined; deletions are struck through. There is no financial impact.

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

***Contact: Susan Holliday, Chief Administrative Officer, Education and Support Services***

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Chief Administrative Officer, Education and Support Services, to present this item. In addition, staff is recommending the Board take action to waive the Second reading of this policy to meet the deadline to input grades for the first semester grading period.

**DISCUSSION/  
ACTION**  
Page 424  
**EXHIBIT 42**

Following discussion, it is recommended the Board of Trustees approve Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*.

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

**ADJOURNMENT**

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

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS  
WEDNESDAY, JANUARY 20, 2021, 7:00 P.M.  
AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM  
33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Kirsten M. Vital, Superintendent

Date: December 16, 2020

Board Item: Selection of Trustee Participation on Various Committees

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**HISTORY**

Every year at the organizational meeting in December, Trustee appointments are made to various committees and other groups in which there is an expectation of Board representation.

**BACKGROUND INFORMATION**

Per Board Bylaw 9100, *Organization*, the Board of Trustees shall hold an annual organizational meeting whereby selecting from its members, representatives to serve on various boards and committees as prescribed in the policy.

- 1. Nominating Committee of the Orange County Committee on School District Organization**  
*Participation on this committee supports the annual nomination process for the Orange County Committee on School District Organization.*
- 2. Orange County School Boards Political Action Committee (PAGE)**  
*Participation on this committee includes meetings for the Political Action Group Effort (PAGE) supporting Orange County School Boards Association.*
- 3. Instructional Materials Review Committee (IMRC)**  
*Participation on the Instructional Materials Review Committee supports the review of textbooks for the District. Trustees each designate a community member to represent them on this committee.*
- 4. AD Hoc Committees**  
*Participation on the AD Hoc Committees support the joint effort work between the District and the seven Cities and unincorporated areas within our District boundaries. Ad Hoc Committees have proposed appointments in alignment with Trustee areas.*
- 5. District Restructuring Council (DRC)**  
*Participation on the DRC supports communication by all bargaining units to effect change in our District as it becomes necessary.*
- 6. College and Career Advantage Board Members**  
*Participation on the College and Career Advantage Board (CCA Board) supports the work of the JPA with Laguna Beach to provide career pathways for District Students.*

**7. California School Board Association Delegate**

*Participation on the California School Board Association allows an opportunity to gather knowledge and receive greater support on educational matters affecting public schools throughout the state. The CSBA Delegate Assembly appointment is typically a two year term.*

**8. Board Policy Sub-Committee**

*Participation on the Board Policy Sub-Committee supports the work of the District to update policy and bring policy before the Board for consideration and revision.*

**CURRENT CONSIDERATIONS**

The exhibit presents for Trustees a worksheet that includes a listing of appointments, with tentative meeting date information, and the name or names of the Trustee(s) who served on the committee during 2020. This agenda item allows for the Board of Trustees to select a member or members to serve on one or more of the committees outlined in the exhibit for the 2021 calendar year.

**FINANCIAL IMPLICATIONS**

There are no financial implications.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees review the various committees as listed in the exhibit, come to consensus, and/or take a formal vote on the slate of appointments for which Trustees will participate.

**PREPARED BY:** Colleen Hayes, Manager II, Board Operations/Superintendent's

**APPROVED BY:** Kirsten M. Vital, Superintendent

## TRUSTEE COMMITTEE APPOINTMENTS 2021 WORKSHEET

1. **NOMINATING COMMITTEE OF THE ORANGE COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION: 1 Trustee and 1 Alternate**

Meets annually prior to the OCSBA dinner meeting in May.

2020 Appointment: Trustee Jones (Alternate-Trustee McNicholas)

2021 \_\_\_\_\_  
Alternate

2. **OCSBA POLITICAL ACTION GROUP EFFORT (PAGE): 2 Trustees**

Meets prior to the OCSBA dinner meetings in October, January, March, and May.

2020 Appointment: Trustee Holloway and Trustee Jones

2021 \_\_\_\_\_

3. **INSTRUCTIONAL MATERIALS REVIEW COMMITTEE (IMRC): 2 Trustees**

Meets once per cycle, there can be up to five review cycles per school year. Trustees each designate a community member to represent them on the IMRC.

2020 Appointment: Trustee Bullockus and Trustee Castellanos

2021 \_\_\_\_\_

4. **AD HOC COMMITTEES: 2 or 3 Trustees on each committee**

Meetings are scheduled through the Superintendent.

2021 Proposed Appointments as follows:

- ◆ City of Aliso Viejo: Trustees Castellanos, and McNicholas
- ◆ City of Dana Point: Trustees Hanacek, and McNicholas
- ◆ City of Laguna Niguel: Trustees Jones, and McNicholas
- ◆ City of Mission Viejo: Trustees Bullockus, and Jones
- ◆ City of Rancho Santa Margarita: Trustees Braunstein, and Bullockus
- ◆ City of San Clemente: Trustees Davis, and Hanacek
- ◆ City of San Juan Capistrano: Trustees Jones, Braunstein, and Hanacek
- ◆ Ladera Ranch Civic Council: Trustees Bullockus, Braunstein, and Davis

5. **DISTRICT RESTRUCTURING COUNCIL (DRC): 1 Trustee**

Meets on an as needed basis.

2020 Appointment: Trustee Castellanos (2020 Alternate-Trustee McNicholas)

2021 \_\_\_\_\_  
Alternate

6. **COLLEGE AND CAREER ADVANTAGE: 3 Trustees**

2020 Appointment: Trustees Hanacek, Jones and McNicholas (2020 Alternate: Trustee Reardon)

**2021** \_\_\_\_\_

\_\_\_\_\_  
Alternate

7. **CALIFORNIA SCHOOL BOARD ASSOCIATION DELEGATE (CSBA):  
2 Trustees**

Meets bi-annually in May and November. This is a 2 year term.

2020 Appointment: Trustee Bullockus (1 year remaining) and Trustee McNicholas (expires 2020)

**2021** \_\_\_\_\_

\_\_\_\_\_  
Alternate

8. **BOARD POLICY SUB-COMMITTEE: 2 Trustees**

Meets quarterly or as needed.

2020 Appointment: Trustee Holloway and Trustee Jones

**2021** \_\_\_\_\_



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

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

Prepared by: Philippa Townsend, Assistant Superintendent, Fiscal Services

Date: December 16, 2020

Board Item: Donation of Funds and Equipment

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**HISTORY**

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

**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

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

**FINANCIAL IMPLICATIONS**

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

**DATA or OTHER INFORMATION**

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

**STAFF RECOMMENDATION**

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

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

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

Donation of Funds  
December 16, 2020

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Arroyo Vista Elementary School PTA	\$5,848.50	Accelerated Reader Program	Arroyo Vista Elementary School
Bathgate Elementary School PTA	\$33.38	Safety Vests	Bathgate Elementary School
Bathgate Elementary School PTA	\$52.02	Megaphones	Bathgate Elementary School
Bathgate Elementary School PTA	\$175.91	Classroom Supplies	Bathgate Elementary School
OC Marathon Foundation	\$80.00	Classroom Materials and Supplies	Canyon Vista Elementary School
Chaparral Elementary School PTA	\$1,429.31	Para Educator's Salaries	Chaparral Elementary School
Chaparral Elementary School PTA	\$19,348.16	Projectors	Chaparral Elementary School
Del Obispo Elementary School Foundation	\$1,000.00	School Equipment	Del Obispo Elementary School
City of Aliso Viejo	\$2,500.00	School Program	Don Juan Avila Middle School
Esencia K-8 School PTSA	\$3,249.77	Storage Shed	Esencia K-8 School
Esencia K-8 School PTSA	\$233.78	Library Supplies	Esencia K-8 School
Ladera Ranch Elementary School PTA	\$1,249.00	Mystery Science Program	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$2,956.00	RAZ-Plus Program	Ladera Ranch Elementary School
Bergeson Elementary School Foundation	\$500.00	School Supplies	Marian Bergeson Elementary School
Friends of MIP	\$3,000.00	Substitute Salaries	Marian Bergeson Elementary School
Friends of MIP	\$352.00	School Supplies	Marian Bergeson Elementary School
The Blackburn Giving Fund	\$50.00	School Supplies	Oso Grande Elementary School
Bergen County's United Way	\$100.00	Classroom Materials and Supplies	Philip J. Reilly Elementary School
Bergen County's United Way	\$100.00	Classroom Materials and Supplies	Philip J. Reilly Elementary School
Justis Charay	\$175.00	Library Project	RH Dana Elementary School
The San Clemente Education Foundation	\$1,100.00	College Application Workshop	San Clemente High School
The San Clemente Education Foundation	\$3,820.00	AP Teacher Training	San Clemente High School
The San Clemente Education Foundation	\$6,500.00	Sophomore College Counseling	San Clemente High School
The San Clemente Education Foundation	\$23,700.00	College Counseling	San Clemente High School

Donation of Funds  
December 16, 2020

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
The San Clemente Education Foundation	\$4,000.00	AP/IB Review	San Clemente High School
The San Clemente Education Foundation	\$21,500.00	Tutorial Coordination	San Clemente High School
College Board	\$1,500.00	Testing	San Clemente High School
San Juan Hills High School PTSA	\$1,420.00	Library Supplies	San Juan Hills High School
Viejo Elementary School PTA	\$1,950.00	Meet the Masters Program	Viejo Elementary School
	\$107,922.83		

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

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

Prepared by: Philippa Townsend, Assistant Superintendent, Fiscal Services

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

Date: December 16, 2020

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

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**HISTORY**

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

**BACKGROUND INFORMATION**

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

In May 2017, the District transitioned from Quintessential School Systems (QSS) as the business system for generating purchase orders (PO), commercial warrants and related reports to the OCDE-supported BusinessPlus software system. Beginning in fiscal year 2017-2018, POs are issued in BusinessPlus. The PO report is separated by individual funds, such as the general fund (01), Food and Nutrition fund (13), various capital facilities funds (25, 35, 40, etc.). The PO number indicates the fiscal year, the District ledger number, type of PO and number. POs indicating an "A" are associated with agreements, "P" are standard POs, "X" are purchases made through District-issued Cal-Cards, and "R" are rollover POs, spanning two or more fiscal years. An example of a "R" PO is a facilities project that was started in fiscal year 2019-2020, but will not be completed until fiscal year 2020-2021.

**CURRENT CONSIDERATIONS**

Under Education Code § 17605, all transactions entered into by the officer or employee delegated authority shall be reviewed by the governing board every 60 days. This agenda item

requests Board approval and/or ratification of the attached list of purchase orders and commercial warrants.

### **FINANCIAL IMPLICATIONS**

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

### **STAFF RECOMMENDATION**

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

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

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

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

# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68A0258	BETH E. BALLINGER OD DBA NEWPO	4,300.00	4,300.00	0165000034 5815	General-Spec Ed-HlthServ / Consulting Services: Non-Instr
P68A0259	PORTVIEW PREPARATORY INC	7,230.00	7,230.00	0165000411 5102	SPED General / Subagreement NPS
P68A0260	NEW VISTA SCHOOL	115,300.00	90,301.00	0165000411 5102	SPED General / Subagreement NPS
			24,999.00	0165000411 5802	SPED General / Non-Public Schools
P68A0261	NEW VISTA SCHOOL	33,550.20	8,551.20	0165000413 5102	SPED General / Subagreement NPS
			24,999.00	0165000413 5802	SPED General / Non-Public Schools
P68A0263	SPECTRUM CENTER ROSSIER PARK	32,713.74	7,714.74	0165000411 5102	SPED General / Subagreement NPS
			24,999.00	0165000411 5802	SPED General / Non-Public Schools
P68A0264	SPECTRUM CENTER ROSSIER PARK	2,820.15	2,820.15	0165000411 5802	SPED General / Non-Public Schools
P68A0265	ANNILISE M FLANAGAN-FRANKL DBA	50,000.00	35,001.00	0165000029 5100	General-Spec Ed-PsychSer / Subagreements for services
			14,999.00	0165000029 5800	General-Spec Ed-PsychSer / PROF/CONS SERV & OPER
P68A0266	PEDIATRIC THERAPY SERVICES LLC	40,000.00	40,000.00	0165000415 5101	SPED General / Subagreement NPA
P68A0267	PEDIATRIC THERAPY SERVICES LLC	100,000.00	100,000.00	0165000432 5101	SPED General / Subagreement NPA
P68A0268	RBV5 PSYCHOLOGICAL SERVICES	4,500.00	4,500.00	0165000426 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68A0269	PERRY PASSARO A PSYCHOLOGICAL	15,500.00	15,500.00	0165000029 5815	General-Spec Ed-PsychSer / Consulting Services: Non-Instr
P68A0270	TERI INC	26,048.33	12,212.90	0165000411 5102	SPED General / Subagreement NPS
			13,835.43	0165000411 5802	SPED General / Non-Public Schools
P68A0271	DEL SOL SCHOOL INC	50,000.00	25,001.00	0165000411 5102	SPED General / Subagreement NPS
			24,999.00	0165000411 5802	SPED General / Non-Public Schools
P68A0272	OLIVE CREST ACADEMY	61,000.00	36,001.00	0165000411 5102	SPED General / Subagreement NPS
			24,999.00	0165000411 5802	SPED General / Non-Public Schools
P68A0273	OLIVE CREST ACADEMY	55,600.00	30,601.00	0165000411 5102	SPED General / Subagreement NPS
			24,999.00	0165000411 5802	SPED General / Non-Public Schools
P68A0274	OLIVE CREST ACADEMY	53,100.00	28,101.00	0165000411 5102	SPED General / Subagreement NPS
			24,999.00	0165000411 5802	SPED General / Non-Public Schools
P68A0275	OLIVE CREST ACADEMY	53,100.00	28,101.00	0165000411 5102	SPED General / Subagreement NPS
			24,999.00	0165000411 5802	SPED General / Non-Public Schools
P68A0276	OLIVE CREST ACADEMY	58,200.00	33,201.00	0165000411 5102	SPED General / Subagreement NPS
			24,999.00	0165000411 5802	SPED General / Non-Public Schools
P68A0277	THE PRENTICE SCHOOL	33,089.40	8,090.40	0165000413 5102	SPED General / Subagreement NPS
			24,999.00	0165000413 5802	SPED General / Non-Public Schools

# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

Attachment 1  
Page 2 of 25

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68A0278	JENNIFER TONEY SPEECH	39,250.00	15,001.00	0165000432 5115	SPED General / Subagreement Non-Instr Consult
P68A0279	THERAPY TRAVELERS LLC		24,249.00	0165000432 5815	SPED General / Consulting Services; Non-Instr
P68A0280	IVY ACADEMY INC DBA DISCOVERY	30,000.00	30,000.00	0165000034 5101	General-Spec Ed-HlthServ / Subagreement NPA
		147,980.00	3,771.00	0165000411 5103	SPED General / Subagreement RTC
			24,999.00	0165000411 5803	SPED General / Residential Treatment Center
			74,620.00	0165120063 5104	SPED general / Subagreement Mental Health B&C
			44,590.00	0165120064 5104	SPED general / Subagreement Mental Health B&C
P68A0281	OLIVE CREST ACADEMY	46,000.00	21,001.00	0165000411 5102	SPED General / Subagreement NPS
P68A0282	SPENCER WETTER DBA APPLIED NEU	7,000.00	24,999.00	0165000411 5802	SPED General / Non-Public Schools
P68A0283	OLIVE CREST ACADEMY	6,300.00	7,000.00	0165000029 5815	General-Spec Ed-PsychSer / Consulting Services; Non-Instr
P68A0284	MAXIM HEALTHCARE SERVICES INC	50,000.00	6,300.00	0165000411 5802	SPED General / Non-Public Schools
P68A0285	ORANGE COUNTY DEPT OF EDUC	815,000.00	50,000.00	0165000428 5101	SPED General / Subagreement NPA
P68A0286	ORANGE COUNTY DEPT OF EDUC	1,005,000.00	815,000.00	0165000436 7142	SPED General / IAA-PAYMENTS TO CTY OFFICES
P68A0287	PIONEER HEALTHCARE SERVICES LL	50,000.00	1,005,000.00	0165000436 7142	SPED General / IAA-PAYMENTS TO CTY OFFICES
			25,001.00	0165000432 5101	SPED General / Subagreement NPA
P68A0288	THE CHILDREN'S SCHOOL INC.	5,250.00	24,999.00	0165000432 5801	SPED General / Non-Public Agency
P68A0289	PORTVIEW PREPARATORY INC	79,000.00	5,250.00	0165000411 5102	SPED General / Subagreement NPS
			54,001.00	0165000411 5102	SPED General / Subagreement NPS
			24,999.00	0165000411 5802	SPED General / Non-Public Schools
P68A0290	TLC CHILD & FAMILY SERVICES/JO	188,926.20	6,812.20	0165000411 5103	SPED General / Subagreement RTC
			24,999.00	0165000411 5803	SPED General / Residential Treatment Center
			64,057.50	0165120063 5104	SPED general / Subagreement Mental Health B&C
			93,057.50	0165120064 5104	SPED general / Subagreement Mental Health B&C
P68A0291	WERTHEIMER-GALE & ASSOCIATES	855.00	855.00	0165000428 5801	SPED General / Non-Public Agency
P68A0292	PREMIER HEALTHCARE SERVICES LL	40,000.00	15,001.00	0133150028 5101	General-Fed Prsc-HlthServ / Subagreement NPA
			24,999.00	0133150028 5801	General-Fed Prsc-HlthServ / Non-Public Agency
P68A0293	PEDIATRIC THERAPY SERVICES LLC	40,000.00	40,000.00	0165000027 5101	General-Spec Ed-GuidCnsl / Subagreement NPA
P68A0294	BEACH KIDS THERAPY CENTER INC	10,500.00	10,500.00	0165000428 5801	SPED General / Non-Public Agency
P68A0295	OLIVE CREST ACADEMY	325.00	325.00	0165000411 5802	SPED General / Non-Public Schools
P68A0296	THERAPY TRAVELERS LLC	22,000.00	22,000.00	0165000009 5800	General-Spec Ed-SupvAdmn / PROF/CONS SERV & OPER
P68A0297	PORTVIEW PREPARATORY INC	79,000.00	79,000.00	0165000413 5802	SPED General / Non-Public Schools
P68A0298	AUTISM SPECTRUM THERAPIES LLC	2,700.00	2,700.00	0165000413 5801	SPED General / Non-Public Agency

User ID: PXBERN

Report ID: PO010\_Fund

<v. 030305>

Page No.: 2

Current Date: 11/16/2020

Current Time: 12:04:11



# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

Attachment 1  
Page 3 of 25

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68A0299	OLIVE CREST ACADEMY	4,060.00	4,060.00	0165000411 5102	SPED General / Subagreement NPS
P68P0082	RUFF SAW SERVICE	400.00	400.00	0100000314 5600	General-Undes-Grph Art / RENTALSLEASES & REPAIRS
P68P1464	ULINE INC	82.69	82.69	01 9321	General-Undes / STORES-WAREHOUSE
P68P1492	VERNIER SOFTWARE & TECHNOLOGY	520.00	520.00	0175100011 4300	General-Low-Performing / MATERIALS & SUPPLIES
P68P1544	INFOBASE HOLDINGS INC.	283.84	283.84	0163870008 4300	General-CTEIG-Instrctn / MATERIALS & SUPPLIES
P68P1561	CIF - SOUTHERN SECTION	2,010.00	2,010.00	0111000166 5300	General-CoCurric-CurAthlt / DUES & MEMBERSHIPS
P68P1568	CAROLINA BIOLOGICAL SUPPLY CO.	522.20	522.20	0163880023 4300	general swf / MATERIALS & SUPPLIES
P68P1569	NASCO	1,228.35	1,228.35	0163880023 4300	general swf / MATERIALS & SUPPLIES
P68P1571	FISHER SCIENTIFIC CO LLC	222.67	222.67	0163880023 4300	general swf / MATERIALS & SUPPLIES
P68P1572	WARDS NATURAL SCIENCE	164.99	164.99	0163880023 4400	general swf / NONCAPITALIZATION EQUIPMENT
P68P1577	INTERNATIONAL BACCALAUREATE OR	450.00	450.00	0100100118 5215	General-EdBudget-Instrctn / Conference : Instructional
P68P1581	ARBOR SCIENTIFIC	76.08	76.08	0100020428 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1587	CDWG Inc	21,280.63	21,280.63	0107550115 4500	General-Tech Refresh-SupvAdmn / Other Supplies : Non-Instru
P68P1606	THE MASTER TEACHER INC	13,499.00	13,499.00	0140350012 5800	General-Title II-StDev In / PROF/CONS SERV & OPER
P68P1607	COALITION FOR ADEQUATE SCHOOL	1,156.00	1,156.00	0100000336 5216	General-Undes-FacPlann / Conference : Non-Instructional
P68P1608	CASBO	255.00	255.00	0100000336 5216	General-Undes-FacPlann / Conference : Non-Instructional
P68P1609	CALIFORNIA INTERSCHOLASTIC FED	2,701.60	2,701.60	0111000166 5300	General-CoCurric-CurAthlt / DUES & MEMBERSHIPS
P68P1611	PERFECT IMPRESSION, THE	1,023.63	1,023.63	0104000069 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
P68P1619	CDWG Inc	2,350.01	2,350.01	0104000444 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P1627	NASCO	352.25	352.25	0100020428 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1629	YMCA OF ORANGE COUNTY	257,040.00	257,040.00	0132200015 5800	general / PROF/CONS SERV & OPER EXPEND
P68P1643	COALITION FOR ADEQUATE SCHOOL	1,156.00	1,156.00	0100000303 5216	General-Undes-Suppsvcs / Conference : Non-Instructional
P68P1644	CLOVIS UNIFIED SCHOOL DISTRICT	2,500.00	2,500.00	0100000303 5300	General-Undes-Suppsvcs / DUES & MEMBERSHIPS
P68P1645	LINDAMOOD-BELL LEARNING	1,500.00	1,500.00	0130100041 5216	General-Title I-Sch Adm / Conference : Non-Instructional
P68P1647	CASBO	595.00	595.00	0100000285 5216	General-Undes-Bus/Fisc / Conference : Non-Instructional
P68P1648	CAROLINA BIOLOGICAL SUPPLY CO.	2,009.69	2,009.69	0100020428 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1649	SMARTTEST EDU INC. DBA FORMATIV	240.00	240.00	0130100089 5800	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
P68P1650	FLINN SCIENTIFIC INC	2,126.50	2,126.50	0100020428 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1653	CPRI LLC	269.29	269.29	0100020245 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1654	TOBII DYNABOX LLC	1,432.80	1,432.80	0165000423 4300	SPED General / MATERIALS & SUPPLIES
P68P1657	CDWG Inc	278.28	278.28	0100020234 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1661	CDWG Inc	3,504.11	3,504.11	0130100225 4405	General-Title I-Instrctn / Non-Capitalized Equip: Non-Ins

User ID: PXBERN

Report ID: PO010\_Fund

<v. 030305>

Page No.: 3

Current Date: 11/16/2020

Current Time: 12:04:11

# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

Attachment 1  
Page 4 of 25

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P1666	PLANBOOKEDU LLC	703.00	703.00	0100020515 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1669	MIND RESEARCH INSTITUTE	4,000.00	4,000.00	0130100102 5800	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
P68P1677	CDWG Inc	370.73	370.73	0165000415 4300	SPED General / MATERIALS & SUPPLIES
P68P1678	APPLE INC	326.17	326.17	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P1679	APPLE INC	326.17	326.17	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P1680	CORNELIUS, JEFF	236.20	236.20	0165000414 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1681	MONTAHAN, NANCY NASSEHI AND RO	1,270.29	1,270.29	0165000414 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1683	HOT DOGGER TOURS INC.	10,000.00	10,000.00	0100000333 5838	General-Undes-DW Undst / Charter Transportation Service
P68P1684	Q FENCE AND FABRICATION INC	447.90	447.90	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
P68P1685	CULVER-NEWLIN INC	287.56	287.56	0100020053 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68P1686	CRISIS PREVENTION INSTITUTE IN	1,090.00	1,090.00	0165000425 5216	SPED General / Conference : Non-Instructional
P68P1687	MOORE LAW FOR CHILDREN A PROFE	18,000.00	10,500.00	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
P68P1688	AVID CENTER	77,199.36	7,500.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
			56,058.36	0107900019 5300	General-LCFFSupp-Instrctn / DUES & MEMBERSHIPS
			3,919.00	0130100094 5800	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
			3,919.00	0130100100 5800	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
			2,999.00	0130100107 5800	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
			4,304.00	0130100323 5800	General: Title I / PROF/CONS SERV & OPER EXPEND
			6,000.00	0140350019 5300	General-Title II-Instrctn / DUES & MEMBERSHIPS
P68P1689	TOBII DYNAVOK LLC	65.00	65.00	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P1690	NOTABLE INC.	99.00	99.00	0165000418 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1691	AMAZING TENTS & EVENTS	3,250.84	1,500.00	0104000431 4400	General-Gifts-Instrctn / NONCAPITALIZATION EQUIPMEN
			1,750.84	0163870006 4400	General-CTEIG-Instrctn / NONCAPITALIZATION
P68P1692	THERAPY SHOPPE INC	37.64	37.64	0165000429 4500	SPED General / Other Supplies : Non-Instructl
P68P1693	CAROLINA BIOLOGICAL SUPPLY CO.	3,734.68	3,734.68	0163880023 4300	general swf / MATERIALS & SUPPLIES
P68P1694	BIO-RAD LABORATORIES INC	4,098.00	4,098.00	0163880023 4300	general swf / MATERIALS & SUPPLIES
P68P1695	PARADIGM HEALTH CARE SERVICES	5,698.30	5,698.30	0156400024 5800	General-Medi-Cal-SupvAdmn / PROF/CONS SERV & OPER
P68P1696	BSN SPORTS	1,750.90	1,750.90	0111000171 4300	General-CoCurric-CurAthlt / MATERIALS & SUPPLIES
P68P1697	OFFICE DEPOT	23.14	23.14	0133110025 4300	SPED General / MATERIALS & SUPPLIES
P68P1698	PARADIGM HEALTH CARE SERVICES	323.29	323.29	0156400024 5800	General-Medi-Cal-SupvAdmn / PROF/CONS SERV & OPER
P68P1699	ROCHESTER 100 INC	226.54	226.54	0130100095 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P1700	BSN SPORTS	12,000.00	12,000.00	0111000176 4300	General-CoCurric-CurAthlt / MATERIALS & SUPPLIES

User ID: PXBERN

Report ID: PO010\_Fund

<v. 030305>

Page No.: 4

Current Date: 11/16/2020

Current Time: 12:04:11

EXHIBIT #6

# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

Attachment 1  
Page 5 of 25

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P1701	RIDDELL ALL AMERICAN	5,000.00	5,000.00	0111000176 4300	General-CoCurric-CurAhltn / MATERIALS & SUPPLIES
P68P1702	JOSTENS INC.	13.15	13.15	0100020053 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68P1703	SOUTHWEST SCHOOL & OFFICE SUPP	500.00	500.00	0100020259 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1705	SOUTHWEST SCHOOL & OFFICE SUPP	5,000.00	5,000.00	0130100100 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P1706	SOLUTION TREE INC	192.90	192.90	0130100098 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P1708	SOLUTION TREE INC	16,600.00	16,600.00	0140350022 5800	General-Title II-SupvAdmn / PROF/CONS SERV & OPER
P68P1709	SOLUTION TREE INC	8,300.00	8,300.00	0140350022 5800	General-Title II-SupvAdmn / PROF/CONS SERV & OPER
P68P1710	JFK TRANSPORTATION CO INC	50,000.00	50,000.00	0100000333 5838	General-Undes-DW Undst / Charter Transportation Service
P68P1711	SOLUTION TREE INC	2,516.00	1,887.00	0175100043 5215	General-Low-Performing / Conference : Instructional
			629.00	0175100145 5216	General: Low-Perf / Conference : Non-Instructional
P68P1712	MEET THE MASTERS INC	1,950.00	1,950.00	0104000346 5800	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPENDIT
P68P1713	MEET THE MASTERS INC	2,600.00	2,600.00	0104000360 5810	General-Gifts-Instrctn / Consulting Services
P68P1714	MEET THE MASTERS INC	1,950.00	1,950.00	0104000310 5810	General-Gifts-Instrctn / Consulting Services
P68P1715	MEET THE MASTERS INC	1,300.00	1,300.00	0104000341 5800	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPENDIT
P68P1716	MEET THE MASTERS INC	192.00	192.00	0104000639 5810	General-Gifts-Instrctn / Consulting Services
P68P1717	BSN SPORTS	6,566.63	6,566.63	0111000171 4300	General-CoCurric-CurAhltn / MATERIALS & SUPPLIES
P68P1718	SIMRATED CORPORATION	8,151.34	8,151.34	0172200015 4400	General-PtrnrAcad-Instrctn / NONCAPITALIZATION
P68P1719	LEARNING A-Z	185.40	185.40	0130100089 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P1720	DEWEYS HOME APPLIANCES	2,390.45	2,390.45	0160100035 4300	General-AftSchLr-Instrctn / MATERIALS & SUPPLIES
P68P1721	TRANSPORTATION CHARTER SERVICE	10,000.00	10,000.00	0100000333 5838	General-Undes-DW Undst / Charter Transportation Service
P68P1722	STARKEY LABORATORIES INC.	140.29	140.29	0165000034 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
P68P1723	NUMOTION	116.32	116.32	0165000429 4500	SPED General / Other Supplies : Non-Instructl
P68P1724	ESPECIAL NEEDS LLC	484.86	484.86	0165000429 4500	SPED General / Other Supplies : Non-Instructl
P68P1725	J W PEPPER-LOS ANGELES	700.00	700.00	0100020640 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1727	THE PEP BOYS-MANNY MOE JACK OF	96.98	96.98	0172400017 4600	General-SpEdTran-PuplTran / Pupil Transportation
P68P1728	BIOMETRICS4ALL INC	960.00	960.00	0100000298 5800	General-Undes-Prsnl:HR / PROF/CONS SERV & OPER
P68P1729	CASBO	595.00	595.00	0100000303 5216	General-Undes-SuppSvcs / Conference : Non-Instructional
P68P1732	CDWG Inc	1,011.46	1,011.46	0163870032 4400	General-CTEIG-Instrctn / NONCAPITALIZATION
P68P1733	SOUTHWEST SCHOOL & OFFICE SUPP	2,000.00	2,000.00	0130100089 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P1734	ESPECIAL NEEDS LLC	656.78	656.78	0165000429 4500	SPED General / Other Supplies : Non-Instructl
P68P1736	OTICON INC	1,638.02	1,638.02	0165000415 4300	SPED General / MATERIALS & SUPPLIES
P68P1737	CDWG Inc	671.28	671.28	0100020515 4400	General-SiteAllo-Instrctn / NONCAPITALIZATION

EXHIBIT #6

User ID: PXBERN

Report ID: PO010\_Fund

<v. 030305>

Page No.: 5

Current Date: 11/16/2020

Current Time: 12:04:11

# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

Attachment 1  
Page 6 of 25

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P1738	TIMOTHY A ADAMS & ASSOC APLC	40,000.00	10,000.00	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
P68P1739	ORIGIN INSTRUMENTS CORPORATION	138.42	30,000.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1740	RIFTON EQUIPMENT	150.85	138.42	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P1741	MEDICALESHOP INC	3,227.11	150.85	0165000429 4500	SPED General / Other Supplies : Non-Instructl
P68P1742	NATIONAL SEATING & MOBILITY IN	8,328.21	3,227.11	0165000429 4405	SPED General / Non-Capitalized Equip: Non-Ins
P68P1743	OTICON INC	1,093.35	7,746.36	0165000429 4405	SPED General / Non-Capitalized Equip: Non-Ins
P68P1744	CJT ENTERPRISES INC.	290.00	581.85	0165000429 5600	SPED General / RENTALSLEASES & REPAIRS
P68P1745	ACADEMIC THERAPY PUBLICATIONS	1,422.30	1,093.35	0165000415 4300	SPED General / MATERIALS & SUPPLIES
P68P1746	APPLE INC	42,618.80	290.00	0165000418 5600	SPED General / RENTALSLEASES & REPAIRS
P68P1747	ACADEMIC THERAPY PUBLICATIONS	1,490.98	1,422.30	016500036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
P68P1748	CORWIN PRESS INC	451.74	42,618.80	0156400049 4500	General-Medi-Cal-Spch Aud / Other Supplies : Non-Instructl
P68P1749	CMC - SOUTH	90.00	596.39	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
P68P1750	ASSI SECURITY	3,147.82	894.59	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P1751	MOBILE COMMUNICATION REPAIR	342.65	451.74	0130100210 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P1752	LIGHTSPEED TECHNOLOGIES INC	11,437.66	90.00	0130100346 5215	title i / Conference : Instructional
P68P1753	TIFCO INDUSTRIES INC	1,928.73	1,170.00	0104000100 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
P68P1754	RUSSELL SIGLER INC	7,188.25	1,977.82	0104000100 5600	General-Gifts-Sch Adm / RENTALSLEASES & REPAIRS
P68P1756	CURRICULUM ASSOCIATES LLC	415.27	342.65	0104000104 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
P68P1757	CULVER-NEWLIN INC	242.98	11,437.66	0175100048 4400	General:Low-Performing / NONCAPITALIZATION
P68P1758	SCHOLASTIC INC	2,263.73	1,928.73	0173880000 4500	COVID-19 Recovery / Other Supplies : Non-Instructl
P68P1759	MOBILE COMMUNICATION REPAIR	982.68	7,188.25	0181500050 4405	General-RR&Maint-RR-Bldgs / Non-Capitalized Equip: Non-In
P68P1760	BERTRANDS HORN IMPROVEMENT	2,000.00	166.11	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
P68P1761	ACCO BRANDS DIRECT	646.28	249.16	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P1762	SIMONSON PHOTOGRAPHY INC	2,801.50	242.98	0130100005 4500	General-Title I-SupvAdmn / Other Supplies : Non-Instructl
P68P1763	COLLEGE BOARD	750.00	2,263.73	0175100011 4200	General:Low-Performing / BOOKS OTHER THAN
P68P1764	STAPLES BUSINESS ADVANTAGE	196.77	982.68	0100020114 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68P1765	SCHOLASTIC	214.28	2,000.00	0100020364 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
			646.28	0100020130 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
			2,801.50	0100000277 4500	General-Undes-Pub Info / Other Supplies : Non-Instructl
			750.00	0100020483 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
			196.77	0165000020 4500	General-Spec Ed-Sch Adm / Other Supplies : Non-Instructl
			214.28	0100020458 4200	General-SiteAllo-Instrctn / BOOKS OTHER THAN

EXHIBIT #6

User ID: PXBERN

Report ID: PO010\_Fund

<v. 030305>

Page No.: 6

Current Date: 11/16/2020

Current Time: 12:04:11



# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

Attachment 1  
Page 7 of 25

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P1767	NEWS 2 YOU	6,202.50	6,202.50	0165000415	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1768	PACIFIC COAST ENTERTAINMENT	412.90	412.90	0104000435	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P1769	APPLE INC	326.17	326.17	0104000435	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P1770	ANIMAL PEST MANAGEMENT SERVICE	4,215.00	4,215.00	0100000518	General-Undes-Op:Grnds / Rental, Leases & Repairs: Other
P68P1771	MOBILE COMMUNICATION REPAIR	513.97	513.97	0100020079	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68P1772	VERNIER SOFTWARE & TECHNOLOGY	310.00	310.00	0175100011	General:Low-Performing / MATERIALS & SUPPLIES
P68P1773	SMART & FINAL **SCHOOL SITES**	250.00	250.00	0100020574	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1774	J W PEPPER-LOS ANGELES	750.00	750.00	0104000435	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P1775	SCHOLASTIC	642.18	642.18	0130100091	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P1776	INSTRUCTURE INC.	6,750.00	6,750.00	0140350081	General-Title II-Instrctn / PROF/CONS SERV & OPER
P68P1777	LEARNING A-Z	692.70	692.70	0104000341	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P1778	LEARNING A-Z	2,956.00	2,956.00	0104000379	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPEND
P68P1779	CDWG Inc	35.51	35.51	0100020228	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1780	STARFALL EDUCATION FOUNDATION	270.00	270.00	0100020271	General-SiteAllo-Instrctn / PROF/CONS SERV & OPER
P68P1781	SCHOOL HEALTH CORPORATION	197.12	197.12	0100020097	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68P1782	CULVER-NEWLIN INC	57,624.70	57,624.70	0132200056	general / Non-Capitalized Equip: Non-Ins
P68P1783	INTERNATIONAL E-Z UP INC	39,431.40	39,431.40	0132200056	general / Other Supplies : Non-Instructl
P68P1785	CRISIS PREVENTION INSTITUTE IN	6,000.00	6,000.00	0165000018	General-Spec Ed-StDev In / PROF/CONS SERV & OPER
P68P1786	ULINE INC	10,000.00	10,000.00	0181500009	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
P68P1787	FASTENAL COMPANY	5,000.00	5,000.00	0181500009	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
P68P1788	TIFCO INDUSTRIES INC	7,500.00	7,500.00	0181500009	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
P68P1789	MAR VAC ELECTRONICS	4,000.00	4,000.00	0181500009	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
P68P1791	HD SUPPLY FACILITIES MAINTENAN	15,000.00	15,000.00	0181500009	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
P68P1792	SOUTHWEST SCHOOL & OFFICE SUPP	813.63	244.09	0172300008	General-H-S Trns-PuplTran / NONCAPITALIZATION
P68P1793	LEARNING A-Z	4,387.18	569.54	0172400005	General-SpEdTran-PuplTran / NONCAPITALIZATION
P68P1794	MOBILE COMMUNICATION REPAIR	1,240.41	4,387.18	0104000317	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPEND
P68P1795	SCHOOL SPECIALTY INC	3,577.05	1,240.41	0130100036	General-Title I-Sch Adm / Other Supplies : Non-Instructl
P68P1796	SKYLIGHT PUBLISHING	791.58	3,577.05	0163000010	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68P1797	HOUGHTON MIFFLIN HARCOURT PUBL	262.94	791.58	0100040006	General-Lib Abte-Instrctn / Textbooks: K-12
P68P1798	PERMA-BOUND	2,244.07	262.94	0163000010	General-Lott:IM-Instrctn / K-8 Textbooks
P68P1799	LEARNING WITHOUT TEARS	138.68	2,244.07	0100040075	General-Lib Abte-Libr&Med / BOOKS OTHER THAN
			138.68	0130100098	General-Title I-Instrctn / BOOKS OTHER THAN TEXTBOOKS

User ID: PXBERN

Report ID: PO010\_Fund

<v. 030305>

Page No.: 7

Current Date: 11/16/2020

Current Time: 12:04:11

# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

Attachment 1  
Page 8 of 25

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P1800	MCGRAW-HILL SCHOOL EDUCATION H	7,554.07	7,554.07	0163000047 4300	General-Lott:IM-SE-PreK / MATERIALS & SUPPLIES
P68P1801	RAPTOR TECHNOLOGIES HOLDING	533.36	533.36	0104000383 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P1802	MCGRAW-HILL SCHOOL EDUCATION H	2,933.06	2,933.06	0163000010 4140	General-Lott:IM-Instrctn / K-8 Textbooks
P68P1803	STORAGECONTAINER.COM	3,771.25	3,771.25	0100000459 4405	General-Undes-Custodil / Non-Capitalized Equip: Non-Instr
P68P1804	HD SUPPLY FACILITIES MAINTENAN	3,000.00	3,000.00	0100000373 4500	General-Undes-Custodil / Other Supplies : Non-Instructl
P68P1805	ASSURED FIRE SYSTEMS INC	3,520.00	3,520.00	0181500068 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P1806	R M SYSTEMS INC	4,833.93	4,833.93	0181500056 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P1807	SIGNATURE FLOORING INC	919.00	919.00	0181500075 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P1808	JUSTUS, DAVID AND JOY	10,000.00	10,000.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1809	TIMOTHY ADAMS & ASSOCIATES	80,000.00	15,000.00	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
			65,000.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1810	LAW OFFICES OF KATHLEEN LOYER	55,000.00	10,000.00	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
			45,000.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1811	SWEENEY, STEPHANIE AND JAMES	45,000.00	45,000.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1812	SPECIAL EDUCATION LAW FIRM	2,000.00	2,000.00	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
P68P1813	DAVIS, JULIE	14,070.00	14,070.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1814	VIRGINIA CROWE	8,180.00	8,180.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1815	CROWE, ROBERT	8,180.00	8,180.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1816	DEROSA, SALVATORE AND LISA	21,500.00	21,500.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1817	CHADWICK, CHARLES AND MICHELLE	2,100.00	2,100.00	0165000435 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1818	FOLLETT EDUCATIONAL SERVICES	160.00	160.00	0100040094 4200	General-Lib Abte-Libr&Med / BOOKS OTHER THAN
P68P1819	FOLLETT SCHOOL SOLUTIONS INC	402.09	402.09	0100040109 4200	General-Lib Abte-Libr&Med / BOOKS OTHER THAN
P68P1821	JOHNSON, EDWIN AND MELISSA	10,800.00	10,800.00	0165000414 5802	SPED General / Non-Public Schools
P68P1823	ATKINSON ANDELSON LOYA	69.00	69.00	0165000009 5216	General-Spec Ed-SupvAdmn / Conference : Non-Instructional
P68P1825	TULARE COUNTY OFFICE OF EDUCAT	210.00	210.00	0142030049 5216	General-TIII LEP-SupvAdmn / Conference : Non-Instructional
P68P1827	CDWG Inc	2,164.05	2,164.05	0175100117 4400	low perf / NONCAPITALIZATION EQUIPMENT
P68P1828	RUSSELL SIGLER INC	4,396.20	4,396.20	0181500071 4405	General-RR&Maint-RR-Bldgs / Non-Capitalized Equip: Non-In
P68P1829	MOBILE COMMUNICATION REPAIR	342.65	342.65	0104000129 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
P68P1831	MOBILE COMMUNICATION REPAIR	342.65	342.65	0104000093 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
P68P1832	CDWG Inc	24.31	24.31	0165000415 4300	SPED General / MATERIALS & SUPPLIES
P68P1833	SMART & FINAL **SCHOOL SITES**	2,900.00	2,900.00	0135550028 4300	Substitute Tchcr / MATERIALS & SUPPLIES
P68P1834	MOBILE COMMUNICATION REPAIR	84.05	84.05	0100020090 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl

User ID: PXBERN

Report ID: PO010\_Fund

<v. 030305>

Page No.: 8

Current Date: 11/16/2020

Current Time: 12:04:11

# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

Attachment 1  
Page 9 of 25

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P1835	TUTTLE CLICK FORD LINCOLN	180.00	180.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
P68P1836	SANTA MARGARITA FORD	75,000.00	18,750.00	0172300014 4600	General-H-S Trns-PuplTran / Pupil Transportation
			37,500.00	0172400010 4600	General-SpEdTran-PuplTran / Pupil Transportation
			18,750.00	0181500199 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
P68P1837	LAWNMOVERS ETC	521.16	521.16	0100000309 5605	General-Undes-Warehse / Rental, Leases & Repairs:Other
P68P1838	MARINE AIR INC	19,747.42	19,747.42	0181500036 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P1839	BARCODES LLC DBA BARCODES INC	236.66	236.66	0100040065 4500	General-Lib Abte-Libr&Med / Other Supplies : Non-Instructl
P68P1841	PERMA-BOUND	1,110.50	1,110.50	0130100089 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P1842	HIGH NOON BOOKS	557.50	557.50	0130100346 4300	title i / MATERIALS & SUPPLIES
P68P1843	DEWEY'S HOME APPLIANCES	689.55	689.55	0181500020 4405	General-RR&Maint-RR-Bldgs / Non-Capitalized Equip: Non-In
P68P1844	CURRICULUM ASSOCIATES LLC	7,151.91	3,151.91	0130100211 5810	General-Title I-Instrctn / Consulting Services
			4,000.00	0175100049 5810	General-Low-Performing / Consulting Services
P68P1850	TERRA KOTTA INC DBA LAGUNA CLA	1,744.65	14.01	0100020494 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
			1,730.64	0100020494 4400	General-SiteAllo-Instrctn / NONCAPITALIZATION
P68P1852	MCGRAW-HILL SCHOOL EDUCATION H	409.34	409.34	0163000010 4140	General-Lott:IM-Instrctn / K-8 Textbooks
P68P1853	FUN AND FUNCTION	420.12	420.12	0165000471 4300	SPED General / MATERIALS & SUPPLIES
P68P1854	LEARNING WITHOUT TEARS	708.02	708.02	0130100094 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P1856	MERIT BUILDING SPECIALTIES	873.95	873.95	0181500020 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
P68P1857	PRO-ED INC	264.94	264.94	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
P68P1858	CURRICULUM ASSOCIATES LLC	233.51	93.40	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			140.11	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P1859	CURRICULUM ASSOCIATES LLC	7,845.00	7,845.00	0175100025 4300	General-Low-Performing / MATERIALS & SUPPLIES
P68P1861	CDWG Inc	219.42	219.42	0165000415 4300	SPED General / MATERIALS & SUPPLIES
P68P1863	PRENTKE ROMICH COMPANY	49.90	49.90	0165000418 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1865	CDWG Inc	4,764.71	4,764.71	0107550115 4500	General-Tech Refresh-SupvAdmn / Other Supplies : Non-Instru
P68P1866	SAKADJIAN, HAGOP AND HAYA	11,000.00	11,000.00	0130100301 5800	General-Title I:Priv School / PROF/CONS SERV & OPER
P68P1869	STARFALL EDUCATION FOUNDATION	810.00	810.00	0165000403 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P1872	BALDWIN PLUMBING INC. DBA BALD	9,142.56	9,142.56	0181500089 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P1873	CDWG Inc	21,089.70	4,388.45	0135550005 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
			16,701.25	0135550005 4400	General-VEA-Instrctn / NONCAPITALIZATION EQUIPME
P68P1874	SCHOLASTIC	208.78	208.78	0100020643 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1879	SAN CLEMENTE TIMES LLC	2,050.00	2,050.00	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER

User ID: PXBERN

Report ID: PO010\_Fund

<v. 030305>

Page No.: 9

Current Date: 11/16/2020

Current Time: 12:04:11



# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P1880	THE LOCAL DISH INC	425.00	425.00	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
P68P1882	TIERNEY PUBLISHING INC DBA PAR	1,200.00	1,200.00	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
P68P1883	SMART & FINAL **SCHOOL SITES**	284.00	284.00	0100020643 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1884	SMART & FINAL **SCHOOL SITES**	2,000.00	2,000.00	0100020643 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1885	MOBILE COMMUNICATION REPAIR	2,055.87	2,055.87	0104000089 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
P68P1890	LITERACY RESOURCES LLC	2,962.83	2,962.83	0175100029 4300	General:Low:Performing / MATERIALS & SUPPLIES
P68P1894	STAPLES BUSINESS ADVANTAGE	337.86	337.86	0100020643 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1897	THERAPRO INC	89.49	89.49	0165000428 4500	SPED General / Other Supplies : Non-Instructl
P68P1899	SCHOOL HEALTH CORPORATION	2,078.67	2,078.67	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P1900	ABLENET INC	70.04	70.04	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P1902	GANAHL LUMBER CO	1,465.71	1,465.71	0135550008 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
P68P1903	ABLENET INC	1,314.05	1,314.05	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P1905	ABLENET INC	355.57	355.57	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P1907	CURRICULUM ASSOCIATES LLC	7,845.00	7,845.00	0175100030 5800	General:Low-Performing / PROF/CONS SERV & OPER
P68P1908	DICK BLICK WEST	1,228.83	1,228.83	0104000435 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P1909	DICK BLICK WEST	361.32	361.32	0100020458 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1915	NASCO	300.00	300.00	0100020643 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P1924	CERTIFIED TRANSPORTATION SERVI	90,000.00	90,000.00	0100000333 5838	General-Undes-DW Undst / Charter Transportation Service
P68X0144	AMAZON	.01	0.01	0165000415 4300	SPED General / MATERIALS & SUPPLIES
P68X0145	AMAZON	123.35	123.35	0165000426 4500	SPED General / Other Supplies : Non-Instructl
P68X0146	AMAZON	103.43	103.43	0100000291 4500	General-Undes-Prsnl:HR / Other Supplies : Non-Instructl
P68X0155	AMAZON	368.28	368.28	0100020428 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0172	AMAZON	81.85	81.85	0100020130 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68X0182	AMAZON	348.98	348.98	0104000329 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0187	PANERA BREAD COMPANY	157.45	157.45	0100000262 4500	General-Undes-Board / Other Supplies : Non-Instructl
P68X0188	AMAZON	110.32	110.32	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0192	AMAZON	91.53	91.53	0100020364 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0203	AMAZON	107.64	107.64	0100020611 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0204	AMAZON	15.06	15.06	0104000303 4500	General-Gifts-Instrctn / Other Supplies : Non-Instructl
P68X0219	AMAZON	25.05	25.05	0130100098 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68X0223	AMAZON	80.65	80.65	0130100009 4300	General-Title I-SupvAdmn / MATERIALS & SUPPLIES
P68X0224	AMAZON	77.13	77.13	0100020245 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES

# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68X0225	AMAZON	64.60	64.60	0100020144 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68X0226	AMAZON	55.56	55.56	0100020709 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0227	AMAZON	608.58	608.58	0100020768 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0229	AMAZON	834.08	834.08	0100020144 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68X0233	ACORN NATURALISTS	71.66	71.66	0100020428 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0234	AMAZON	31.22	31.22	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0235	AMAZON	331.76	331.76	0100020053 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68X0238	AMAZON	2,863.21	2,863.21	0130100089 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68X0239	AMAZON	546.75	546.75	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0240	AMAZON	67.38	67.38	0133150036 4500	General-Fed Prsc-Sch Adm / Other Supplies : Non-Instructl
P68X0241	AMAZON	120.28	120.28	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68X0242	AMAZON	27.49	27.49	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0243	BEST BUY FOR BUSINESS	323.24	323.24	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0244	AMAZON	31.49	31.49	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0245	AMAZON	384.71	384.71	0100020668 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0248	APPLE INC	24.98	24.98	0165000418 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68X0249	SENDGRID INC	142.91	142.91	0100000342 5800	General-Undes-TIS / PROF/CONS SERV & OPER EXPEND
P68X0251	ZOOM VIDEO COMMUNICATIONS INC.	1,780.82	1,780.82	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
P68X0253	AMAZON	23.21	23.21	0165000415 4300	SPED General / MATERIALS & SUPPLIES
P68X0254	AMAZON	84.01	84.01	0133150036 4500	General-Fed Prsc-Sch Adm / Other Supplies : Non-Instructl
P68X0255	AMAZON	171.17	171.17	0100020630 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0256	AMAZON	61.13	61.13	0104000453 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0258	HOME DEPOT	157.29	157.29	0135550008 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
P68X0260	AMAZON	150.63	150.63	0100020343 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0261	CAR STICKERS INC.	577.14	577.14	0100000342 4500	General-Undes-TIS / Other Supplies : Non-Instructl
P68X0262	AMAZON	110.77	110.77	0100020282 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0263	WEST MUSIC COMPANY	275.49	275.49	0111020006 4300	General-Music-Instrctn / MATERIALS & SUPPLIES
P68X0264	AMAZON	88.00	88.00	0141270001 4200	General:Title IV:Support / BOOKS OTHER THAN
P68X0265	AMAZON	420.91	420.91	0135550044 4400	General / NONCAPITALIZATION EQUIPMENT
P68X0266	AMAZON	278.34	278.34	0135550006 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
P68X0267	AMAZON	299.43	299.43	0104000329 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0268	AMAZON	86.76	86.76	0100020611 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES

# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68X0269	AMAZON	110.77	110.77	0104000341 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0270	AMAZON	265.70	265.70	0141270001 4200	General:Title IV:Support / BOOKS OTHER THAN
P68X0271	AMAZON	258.58	258.58	0160100047 4300	General-AftSchLr-Instrctn / MATERIALS & SUPPLIES
P68X0272	AMAZON	204.70	204.70	0156400111 4500	SPED General / Other Supplies : Non-Instructl
P68X0275	HOME DEPOT	159.47	159.47	0165200012 4300	SPED General / MATERIALS & SUPPLIES
P68X0276	AMAZON	132.43	132.43	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0277	AMAZON	381.74	381.74	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0278	AMAZON	129.30	129.30	0100000197 4500	General-Undes-HlthServ / Other Supplies : Non-Instructl
P68X0279	AMAZON	36.38	36.38	0100020749 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68X0280	AMAZON	659.34	659.34	0163870068 4300	CTEIG / MATERIALS & SUPPLIES
P68X0281	AMAZON	452.44	452.44	0104000639 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0283	AMAZON	883.48	883.48	0130100094 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68X0286	AMAZON	32.33	32.33	0165000009 4500	General-Spec Ed-SupvAdmn / Other Supplies : Non-Instructl
P68X0287	AMAZON	501.51	501.51	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68X0289	PANERA BREAD COMPANY	171.05	171.05	0100000262 4500	General-Undes-Board / Other Supplies : Non-Instructl
P68X0290	PANERA BREAD COMPANY	189.71	189.71	0100000262 4500	General-Undes-Board / Other Supplies : Non-Instructl
P68X0291	AMAZON	218.88	218.88	0163000018 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68X0293	AMAZON	22.14	22.14	0165000009 4500	General-Spec Ed-SupvAdmn / Other Supplies : Non-Instructl
P68X0294	AMAZON	85.66	85.66	0163870034 4300	General-CTEIG-Instrctn / MATERIALS & SUPPLIES
P68X0295	AMAZON	990.97	990.97	0175100017 4300	General:Low-Performing / MATERIALS & SUPPLIES
P68X0296	AMAZON	305.04	305.04	0104000368 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0297	AMAZON	1,292.35	1,292.35	0175100055 4300	General:Low-Performing / MATERIALS & SUPPLIES
P68X0298	AMAZON	387.79	387.79	0104000329 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0300	APPLE INC	41.99	41.99	01650000415 4300	SPED General / MATERIALS & SUPPLIES
Fund 01 Total:		4,977,960.94	4,977,960.94		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P68P1766	THOMSON REUTERS/BARCLAYS	217.66	217.66	1261270005 5800	ChildDev-CDQRISBL-Sch Adm / PROF/CONS SERV & OPE
P68P1822	RHYSA CONSULTING SERVICES	11,162.00	11,162.00	1290950009 5815	ChildDev-Scl Rdns-HlthServ / Consulting Services: Non-Instr
P68X0151	AMAZON	435.25	435.25	1291400002 4500	ChildDev-CD:Gifts-Instrctn / Other Supplies : Non-Instructl
Fund 12 Total:		11,814.91	11,814.91		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P68P1840	E-CONTROL SYSTEMS INC	5,000.00	5,000.00	1353100064 5874	Cafetera-Chld Nut-FoodServ / Contract Service:Food Service
Fund 13 Total:		5,000.00	5,000.00		

# CAPISTRANO USD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P68A0256	GUIDA SURVEYING INC	5,734.00	5,734.00	1462050128 6240	DefMaint-DefMntT3-RR:Grnds / Building Impr : Prelim Tests
P68A0300	GUIDA SURVEYING INC	5,493.00	5,493.00	1462050073 6240	DefMaint-DefMntT3-Fac Acq / Building Impr : Prelim Tests
P68P1726	TMP SERVICES INC	16,484.71	16,484.71	1462050011 4405	DefMaint-DefMntT3-RR:Bldgs / Non-Capitalized Equip:
P68P1735	TMP SERVICES INC	4,105.96	4,105.96	1462050004 4405	DefMaint-DefMntT3-RR:Bldgs / Non-Capitalized Equip:
P68P1784	BENS ASPHALT	43,227.25	43,227.25	1462050005 5605	DefMaint-DefMntT3-RR:Bldgs / Rental, Leases & Repairs:Oth
Fund 14 Total:		75,044.92	75,044.92		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P68P1682	BENS ASPHALT	1,500.00	1,500.00	2598030029 6270	Cap FacI-Dev Fees-Fac Acq / Building Impr : Construction
Fund 25 Total:		1,500.00	1,500.00		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68A0262	PUBLIC ECONOMICS INC.	100.73	100.73	40000000004 5800	SpecResv-Undes-Fac Acq / PROF/CONS SERV & OPER
Fund 40 Total:		100.73	100.73		



CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P68C0022	COUNTY OF ORANGE	7,183.00	1,579.88	8999810012 5800	CFD 90-2-2ndSries-Fac Acq / PROF/CONS SERV & OPER
			933.38	8999860015 5800	CFD 90-2-I.A.2013-Fac Acq / PROF/CONS SERV & OPER
		7,183.00	2,513.26		
Fund 89 Total:					

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P68C0018	ASPHALT FABRIC & ENGINEERING I	22,550.00	22,550.00	9299880009 6270	CFD 92-1-2013REF-Fac Acq / Building Impr : Construction
P68C0022	COUNTY OF ORANGE	7,183.00	756.38	9299880014 5800	CFD 92-1-2013REF-Fac Acq / PROF/CONS SERV & OPER
Fund 92 Total:		29,733.00	23,306.38		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68C0022	COUNTY OF ORANGE	7,183.00	74.37	9399750009 5800	CFD 2004-OrigBond-Fac Acq / PROF/CONS SERV & OPER
Fund 93 Total:		7,183.00	74.37		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT		PSEUDO / OBJECT DESCRIPTION
			AMOUNT	NUMBER	
P68C0022	COUNTY OF ORANGE	7,183.00	179.88	9599810003 5800	CFD98-1A Series 2018 / PROF/CONS SERV & OPER
Fund 95 Total:		7,183.00	179.88		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT		PSEUDO / OBJECT DESCRIPTION
			AMOUNT	NUMBER	
P68C0022	COUNTY OF ORANGE	7,183.00	131.37	9699750004 5800	CFD98-1B-OrigBond-Fac Acq / PROF/CONS SERV & OPER
Fund 96 Total:		7,183.00	131.37		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT		<u>PSEUDO / OBJECT DESCRIPTION</u>
			AMOUNT	NUMBER	
P68C0022	COUNTY OF ORANGE	7,183.00	83.87	9799870016 5800	CFD 2005-WhspHills-Fac Acq / PROF/CONS SERV & OPER
Fund 97 Total:		7,183.00	83.87		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68C0020	BLX GROUP LLC	2,250.00	2,250.00	9899840023 5800	CFD 98-2-BndRfindg-Fac Acq / PROF/CONS SERV & OPER
P68C0022	COUNTY OF ORANGE	7,183.00	3,443.87	9899840023 5800	CFD 98-2-BndRfindg-Fac Acq / PROF/CONS SERV & OPER
Fund 98 Total:		9,433.00	5,693.87		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 12/16/2020

FROM 10/26/2020 TO 11/15/2020

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

5,103,404.50



# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment 2  
Page 1 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00297973	V68122588 1ST JON INC	10/28/20		MW	0101-8150-0-5605-0000-8110-000	860.61
68	00297974	V68155207 5M CONTRACTING INC	10/28/20		MW	0101-8150-0-5605-0000-8110-000	17,531.25
68	00297975	V68152532 ADVANTAGE WEST INVESTMENT ENTE	10/28/20		MW	0101-0000-0-4500-0000-8210-000	19,194.64
68	00297976	V68155557 AMERICAN FLOOR MATS	10/28/20		MW	0101-8150-0-4500-0000-8110-000	500.00
68	00297977	V68147757 ANIMAL PEST MANAGEMENT SERVICE	10/28/20		MW	0101-0000-0-5800-0000-8220-000	14,620.50
68	00297978	V68004448 ASSOCIATED BUSINESS PRODUCTS	10/28/20		MW	0101-0730-0-4600-1110-3600-000	876.23
68	00297979	V68163935 AUTHENTIC PROMOTIONS.COM	10/28/20		MW	0101-3220-0-4300-1110-1000-000	3,560.00
68	00297980	V68163562 BAYER HVAC INC.	10/28/20		MW	0101-8150-0-5605-0000-8110-000	7,213.53
68	00297981	V68049767 BENS ASPHALT	10/28/20		MW	0101-8150-0-5605-0000-8110-000	1,500.00
68	00297982	V68145162 BERTRANDS HORN IMPROVEMENT	10/28/20		MW	0101-1102-0-5600-1160-1000-000	319.62
68	00297983	V68154658 BIG E GROUP, THE	10/28/20		MW	0101-8150-0-4500-0000-8110-000	52.91
68	00297984	V68156595 BROSAMER, BRIAN	10/28/20		MW	0101-0400-0-4500-0000-2700-004	322.80
68	00297985	V68146674 CAWS	10/28/20		MW	0101-0010-0-5215-1140-1000-003	775.00
68	00297986	V68106764 CDWG Inc	10/28/20		MW	0101-0002-0-4300-1140-1000-003	2,472.86
68	00297986	V68106764 CDWG Inc	10/28/20		MW	0101-0002-0-4300-1140-1000-025	92.55
68	00297987	V68123912 CENGAGE LEARNING	10/28/20		MW	0101-4203-0-5800-4760-1000-000	59,407.00
68	00297988	V68155633 CENTAR INDUSTRIES INC	10/28/20		MW	0101-8150-0-4500-0000-8110-000	4,406.34
68	00297989	V68118918 CHEFS TOYS	10/28/20		MW	0101-3555-0-4300-3800-1000-018	106.50
68	00297990	V68108311 CINTAS CORPORATION	10/28/20		MW	0101-0730-0-4500-1110-3600-000	118.68
68	00297990	V68108311 CINTAS CORPORATION	10/28/20		MW	0101-0724-0-4500-5001-3600-000	50.86
68	00297991	V68146234 CINTAS CORPORATION #640	10/28/20		MW	0101-8150-0-5605-0000-8110-000	591.35
68	00297992	V68156315 CIRO DESIGN	10/28/20		MW	0101-0000-0-5800-0000-7180-000	3,500.00
68	00297993	V68147693 COMPLETE OFFICE OF CA	10/28/20		MW	0101-0000-0-4500-0000-2100-000	61.39
68	00297993	V68147693 COMPLETE OFFICE OF CA	10/28/20		MW	0101-0000-0-4500-0000-7300-000	100.24
68	00297993	V68147693 COMPLETE OFFICE OF CA	10/28/20		MW	0101-0790-0-4500-4760-2100-000	104.75
68	00297994	V68027192 CONSOLIDATED ELECTRICAL DISTR	10/28/20		MW	0101-8150-0-4500-0000-8110-000	4,607.16
68	00297995	V68028500 DUNN-EDWARDS CORP	10/28/20		MW	0101-8150-0-4500-0000-8110-000	804.82
68	00297996	V68063693 E STEWART AND ASSOCIATES INC	10/28/20		MW	0101-0000-0-5605-0000-8220-000	10,098.00
68	00297997	V68154409 EWING IRRIGATION PRODUCTS INC	10/28/20		MW	0101-0000-0-4500-0000-8220-000	548.44
68	00297998	V68155629 FERGUSON ENTERPRISES INC.	10/28/20		MW	0101-8150-0-4500-0000-8110-000	753.81
68	00297999	V68057042 FOLLETT EDUCATIONAL SERVICES	10/28/20		MW	0101-0004-0-4200-1180-2420-072	152.81
68	00297999	V68057042 FOLLETT EDUCATIONAL SERVICES	10/28/20		MW	0101-0004-0-4200-1180-2420-084	529.99

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment 2  
Page 2 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298000	V68150202 FOLLETT SCHOOL SOLUTIONS INC	10/28/20		MW	0101-0010-0-5800-0000-2420-000	77,665.34
68	00298001	V68073437 GANAHL LUMBER CO	10/28/20		MW	0101-8150-0-4500-0000-8110-000	4,034.63
68	00298002	V68067610 GEARY PACIFIC CORP	10/28/20		MW	0101-8150-0-4500-0000-8110-000	246.03
68	00298003	V68035251 GLEN PRODUCTS	10/28/20		MW	0101-8150-0-4500-0000-8110-000	155.95
68	00298004	V68151531 HD SUPPLY CONSTRUCTION AND	10/28/20		MW	0101-8150-0-4500-0000-8110-000	282.04
68	00298005	V68147116 HD SUPPLY FACILITIES MAINTENAN	10/28/20		MW	0101-8150-0-4500-0000-8110-000	1,166.49
68	00298006	V68059250 HIRSCH PIPE & SUPPLY INC	10/28/20		MW	0101-8150-0-4500-0000-8110-000	2,880.23
68	00298007	V68147119 INTERNATIONAL E-Z UP INC	10/28/20		MW	0101-7388-0-4500-0000-8110-000	14,276.88
68	00298008	V68046445 JOHNSTONE SUPPLY SANTA ANA	10/28/20		MW	0101-8150-0-4500-0000-8110-000	2,169.38
68	00298009	V68117759 JOSTENs INC.	10/28/20		MW	0101-0002-0-4500-0000-2700-006	9.55
68	00298010	V68047970 KNORR SYSTEMS INC	10/28/20		MW	0101-8150-0-4500-0000-8110-000	167.19
68	00298010	V68047970 KNORR SYSTEMS INC	10/28/20		MW	0101-8150-0-5605-0000-8110-000	1,416.61
68	00298010	V68047970 KNORR SYSTEMS INC	10/28/20		MW	0101-8150-0-4500-0000-8110-004	1,904.79
68	00298011	V68104580 LAWSON PRODUCTS INC	10/28/20		MW	0101-8150-0-4500-0000-8110-000	770.53
68	00298012	V68050760 LENNOX INDUSTRIES INC	10/28/20		MW	0101-8150-0-4500-0000-8110-000	316.36
68	00298013	V68118980 LOCAL JANITORIAL & VACUUM	10/28/20		MW	0101-0000-0-4500-0000-8210-000	71.00
68	00298013	V68118980 LOCAL JANITORIAL & VACUUM	10/28/20		MW	0101-0000-0-5605-0000-8210-000	91.92
68	00298014	V68153365 NORMAN, TED	10/28/20		MW	0101-0000-0-8699-0000-0000-000	105.00
68	00298015	V68100369 OCEANVIEW SCHOOL	10/28/20		MW	0101-6500-0-5802-5760-1180-000	20,146.54
68	00298015	V68100369 OCEANVIEW SCHOOL	10/28/20		MW	0101-6500-0-5802-5760-1180-000	8,782.18
68	00298016	V68147835 SPECTRUM CENTER ROSSIER PARK	10/28/20		MW	0101-6500-0-5802-5760-1180-000	15,630.69
68	00298017	V68163086 TAO ROSSINI A PROFESSIONAL COR	10/28/20		MW	0101-0000-0-5820-0000-7690-000	73,397.75
68	00298018	V68151697 THE COLLEGE BLUEPRINT	10/28/20		MW	0101-0790-0-5800-1110-1000-000	9,625.00
68	00298018	V68151697 THE COLLEGE BLUEPRINT	10/28/20		MW	0101-4510-0-5810-1110-1000-000	6,300.00
68	00298032	V68157339 ARCE, RAMIRO	10/29/20		MW	0101-8150-0-5213-0000-8110-000	175.95
68	00298033	V68141916 BANNERMAN, CARY OR KELLY	10/29/20		MW	0101-0724-0-5800-5001-3600-000	55.89
68	00298034	V68155379 BARTOSH, LAUREL OR JAMES	10/29/20		MW	0101-0724-0-5800-5001-3600-000	11.73
68	00298035	V68146023 BUI, HONG OR LINH LE	10/29/20		MW	0101-0724-0-5800-5001-3600-000	8.97
68	00298036	V68015090 CAMLOX INDUSTRIES INC dba WEST	10/29/20		MW	0101-8150-0-5605-0000-8110-000	195.00
68	00298037	V68162397 CRAWFORD, TRAVIS/VANESSA	10/29/20		MW	0101-0730-0-8675-0000-0000-000	575.00
68	00298038	V68161758 CRYSTAL BEJARANO DBA CONNECT4K	10/29/20		MW	0101-6500-0-5815-5001-3120-000	3,600.00
68	00298039	V68152616 DIXON, KAREN	10/29/20		MW	0101-0724-0-5800-5001-3600-000	68.31

EXHIBIT #6

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment 2  
Page 3 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298040	V68149794 EBBING, CURTIS AND/OR MARYAM	10/29/20		MW	0101-0724-0-5800-5001-3600-000	1,882.73
68	00298041	V68160844 HISE, CLAIRE OR JUSTIN	10/29/20		MW	0101-0724-0-5800-5001-3600-000	48.99
68	00298042	V68145213 INTERNATIONAL BACCALAUREATE OR	10/29/20		MW	0101-0010-0-5215-1140-1000-003	900.00
68	00298043	V68158821 KHADIVI, FAROKH	10/29/20		MW	0101-0724-0-5800-5001-3600-000	691.84
68	00298044	V68162306 LARSON, BREANNE	10/29/20		MW	0101-0730-0-8675-0000-0000-000	575.00
68	00298045	V68156089 LECHUGA, NAOMI	10/29/20		MW	0101-3010-0-4200-3200-1000-018	158.44
68	00298046	V68056480 MAR VAC ELECTRONICS	10/29/20		MW	0101-8150-0-4500-0000-8110-000	118.21
68	00298047	V68154949 MAZZINI, VICTOR	10/29/20		MW	0101-0724-0-5800-5001-3600-000	3.11
68	00298048	V68040147 MOBILE COMMUNICATION REPAIR	10/29/20		MW	0101-0002-0-4500-0000-2700-060	538.75
68	00298048	V68040147 MOBILE COMMUNICATION REPAIR	10/29/20		MW	0101-0002-0-4500-0000-2700-080	3,426.45
68	00298049	V68061270 MOULTON NIGUEL WATER	10/29/20		MW	0101-0000-0-5500-0000-8200-000	9,913.21
68	00298050	V68156464 NDS	10/29/20		MW	0101-0000-0-5900-0000-7540-000	37.90
68	00298051	V68149897 O REILLY AUTO PARTS	10/29/20		MW	0101-7220-0-4300-1140-1000-003	130.43
68	00298052	V68100369 OCEANVIEW SCHOOL	10/29/20		MW	0101-6500-0-5802-5760-1180-000	2,581.59
68	00298053	V68028870 OFFICE DEPOT	10/29/20		MW	0101-0000-0-4500-0000-3140-000	151.82
68	00298053	V68028870 OFFICE DEPOT	10/29/20		MW	0101-0002-0-4500-0000-2700-004	243.57
68	00298053	V68028870 OFFICE DEPOT	10/29/20		MW	0101-0002-0-4300-1140-1000-001	1,379.38
68	00298053	V68028870 OFFICE DEPOT	10/29/20		MW	0101-0002-0-4300-1140-1000-025	22.81
68	00298053	V68028870 OFFICE DEPOT	10/29/20		MW	0101-6500-0-4500-5001-2100-000	379.26
68	00298054	V68078709 P A THOMPSON ENGINEERING CO IN	10/29/20		MW	0101-8150-0-5605-0000-8110-000	781.92
68	00298055	V68162155 PEREIRA, RUTH	10/29/20		MW	0101-0730-0-8675-0000-0000-000	575.00
68	00298056	V68069310 PERMA-BOUND	10/29/20		MW	0101-6300-0-4150-1140-1000-000	45,611.49
68	00298057	V68154724 PINNACLE PETROLEUM INC	10/29/20		MW	0101-0730-0-4600-1110-3600-000	19,549.77
68	00298058	V68003860 PRAXAIR	10/29/20		MW	0101-8150-0-4500-0000-8110-000	33.90
68	00298059	V68152049 PROJECT DIMENSIONS INC	10/29/20		MW	0101-0000-0-5810-0000-7690-000	18,148.05
68	00298059	V68152049 PROJECT DIMENSIONS INC	10/29/20		MW	0101-8150-0-5815-0000-8110-000	9,405.00
68	00298060	V68071608 PRUDENTIAL OVERALL SUPPLY	10/29/20		MW	0101-0000-0-5800-0000-7550-000	44.32
68	00298061	V68110955 PSYCHEMEDICS CORPORATION	10/29/20		MW	0101-0000-0-5800-0000-7400-000	116.00
68	00298062	V68072652 RAM AIR ENGINEERING INC	10/29/20		MW	0101-8150-0-5605-0000-8110-000	1,476.25
68	00298063	V68152748 RAZEGHI, MAX OR MAHSA	10/29/20		MW	0101-0724-0-5800-5001-3600-000	35.88
68	00298064	V68155209 REILLE, WENDI	10/29/20		MW	0101-0724-0-5800-5001-3600-000	65.55
68	00298065	V68152278 ROCHESTER 100 INC	10/29/20		MW	0101-0400-0-4300-1130-1000-071	260.00

User: MXROSA - Mercedes Rosales  
Report: BK3006: Consolidated Check Register w. Account

Page  
3

Current Date: 11/16/2020  
Current Time: 15:09:54

EXHIBIT #6

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment 2  
Page 4 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298066	V68145726 ROLING, ROGER AND/OR MIKAIL	10/29/20		MW	0101-0724-0-5800-5001-3600-000	36.57
68	00298067	V68145500 RUSSELL SIGLER INC	10/29/20		MW	0101-8150-0-4500-0000-8110-000	164.40
68	00298068	V68154322 S&K THEATRICAL DRAPERIES INC	10/29/20		MW	0101-8150-0-5605-0000-8110-000	3,519.10
68	00298069	V68159405 SAGE, KATE	10/29/20		MW	0101-0730-0-8675-0000-0000-000	575.00
68	00298070	V68159580 SAN CLEMENTE TIMES LLC	10/29/20		MW	0101-0000-0-5800-0000-7180-000	300.00
68	00298071	V68078255 SAN DIEGO GAS & ELECTRIC	10/29/20		MW	0101-0000-0-5500-0000-8200-000	33,760.17
68	00298072	V68161256 SANCHEZ-MARTINEZ, SANDRA	10/29/20		MW	0101-0790-0-5213-4760-2100-000	31.63
68	00298073	V68079190 SANTA MARGARITA WATER	10/29/20		MW	0101-0000-0-5500-0000-8200-000	14,144.76
68	00298074	V68164025 SAUCEDA, NADINE	10/29/20		MW	0101-0730-0-4500-1110-3600-000	44.00
68	00298074	V68164025 SAUCEDA, NADINE	10/29/20		MW	0101-0724-0-4500-5001-3600-000	44.00
68	00298075	V68063479 SCHOLASTIC	10/29/20		MW	0101-0002-0-4300-1140-1000-003	428.56
68	00298076	V68081940 SHAMROCK SUPPLY CO INC	10/29/20		MW	0101-0000-0-9321-0000-0000-000	1,007.14
68	00298077	V68164044 SHERLOCK, MELISSA	10/29/20		MW	0101-0724-0-5800-5001-3600-000	42.78
68	00298078	V68152674 SITEONE LANDSCAPE SUPPLY LLC	10/29/20		MW	0101-0000-0-4500-0000-8220-000	87.08
68	00298079	V68083350 SMART & FINAL **SCHOOL SITES**	10/29/20		MW	0101-0002-0-4300-1140-1000-025	64.63
68	00298079	V68083350 SMART & FINAL **SCHOOL SITES**	10/29/20		MW	0101-3555-0-4300-3800-1000-003	132.59
68	00298080	V68084100 SO CA GAS CO	10/29/20		MW	0101-0000-0-5500-0000-8200-000	4,414.56
68	00298081	V68050288 SPICERS PAPER INC	10/29/20		MW	0101-0000-0-4500-0000-7550-000	558.64
68	00298082	V68007162 STAPLES BUSINESS ADVANTAGE	10/29/20		MW	0101-0730-0-4500-1110-3600-000	13.90
68	00298082	V68007162 STAPLES BUSINESS ADVANTAGE	10/29/20		MW	0101-0724-0-4500-5001-3600-000	32.42
68	00298083	V68109962 SWEETWATER SOUND INC	10/29/20		MW	0101-0002-0-4300-1140-1000-001	539.84
68	00298084	V68156846 TITAN DETAIL LLC	10/29/20		MW	0101-0730-0-5800-1110-3600-000	1,400.00
68	00298084	V68156846 TITAN DETAIL LLC	10/29/20		MW	0101-0724-0-5800-5001-3600-000	1,400.00
68	00298085	V68007452 US AIR CONDITIONING DIST.	10/29/20		MW	0101-8150-0-4500-0000-8110-000	642.17
68	00298086	V68151316 VERTICAL TRANSPORT INC	10/29/20		MW	0101-8150-0-5605-0000-8110-004	383.19
68	00298086	V68151316 VERTICAL TRANSPORT INC	10/29/20		MW	0101-8150-0-5605-0000-8110-022	1,584.15
68	00298086	V68151316 VERTICAL TRANSPORT INC	10/29/20		MW	0101-8150-0-5605-0000-8110-028	1,580.00
68	00298086	V68151316 VERTICAL TRANSPORT INC	10/29/20		MW	0101-8150-0-5605-0000-8110-075	150.00
68	00298086	V68151316 VERTICAL TRANSPORT INC	10/29/20		MW	0101-8150-0-5605-0000-8110-086	1,394.63
68	00298087	V68164043 WEBB, CHRISTOPHER OR MEGHAN	10/29/20		MW	0101-0724-0-5800-5001-3600-000	80.73
68	00298088	V68156077 WONDRA, ADAM C	10/29/20		MW	0101-0724-0-5800-5001-3600-000	60.72
68	00298091	V68162708 BETH E. BALLINGER OD DBA NEWPO	10/30/20		MW	0101-0000-0-9510-0000-0000-000	824.00

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment 2  
Page 5 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298091	V68162708	BETH E. BALLINGER OD DBA NEWPO	10/30/20		MW	0101-6500-0-5815-5001-3140-000	1,000.00
68 00298092	V68163994	CORNELIUS, JEFF	10/30/20		MW	0101-6500-0-5800-5760-1180-000	236.20
68 00298093	V68152776	ERIN AND MICHAEL SPINELLO	10/30/20		MW	0101-6500-0-5800-5760-1190-000	5,040.00
68 00298094	V68100292	HEAR NOW	10/30/20		MW	0101-6500-0-5801-5760-3150-000	333.00
68 00298095	V68021378	NEW HAVEN YOUTH & FAMILY	10/30/20		MW	0101-6512-0-5101-5760-3110-000	8,800.00
68 00298096	V68158933	NEW VISTA SCHOOL	10/30/20		MW	0101-6500-0-5802-5760-1180-000	5,244.45
68 00298096	V68158933	NEW VISTA SCHOOL	10/30/20		MW	0101-6500-0-5802-5760-1180-000	5,218.92
68 00298097	V68100369	OCEANVIEW SCHOOL	10/30/20		MW	0101-6500-0-5802-5760-1180-000	11,553.81
68 00298098	V68150715	PORTVIEW PREPARATORY INC	10/30/20		MW	0101-6500-0-5102-5760-1180-000	7,230.00
68 00298099	V68159129	SCHNEIDER, DONNA	10/30/20		MW	0101-6500-0-5800-5750-1190-000	3,361.16
68 00298100	V68143011	SOUTH COAST WATER DISTRICT	10/30/20		MW	0101-0000-0-5500-0000-8200-000	302.56
68 00298101	V68161376	TRAN, PETER AND TEENA	10/30/20		MW	0101-6500-0-5800-5750-1190-000	705.00
68 00298101	V68161376	TRAN, PETER AND TEENA	10/30/20		MW	0101-6500-0-5800-5760-1190-000	1,455.00
68 00298113	V68152532	ADVANTAGE WEST INVESTMENT ENTE	11/02/20		MW	0101-0000-0-4500-0000-8210-000	22,172.86
68 00298114	V68151174	ARIZONA MACHINERY LLC DBA STOT	11/02/20		MW	0101-0000-0-5605-0000-8220-000	8,917.06
68 00298115	V68155370	CALIFORNIA INTERSCHOLASTIC FED	11/02/20		MW	0101-1100-0-5300-1140-4200-004	2,701.60
68 00298116	V68031344	CIF - SOUTHERN SECTION	11/02/20		MW	0101-1100-0-5300-1140-4200-004	2,010.00
68 00298117	V68159940	CORINNE LOSKOT CONSULTING INC.	11/02/20		MW	0101-8150-0-5810-0000-8500-000	755.00
68 00298118	V68152143	dba 1 800 RADIATOR & AC	11/02/20		MW	0101-0730-0-5605-1110-3600-000	107.76
68 00298119	V68155717	DENDEL, RANNA	11/02/20		MW	0101-3010-0-4200-3200-1000-018	67.35
68 00298120	V68154370	MARTIN ZETTEL INC	11/02/20		MW	0101-8150-0-4500-0000-8110-000	11.64
68 00298121	V68055550	MCGRAW-HILL SCHOOL EDUCATION H	11/02/20		MW	0101-6300-0-4140-1110-1000-000	5,360.56
68 00298122	V68144881	MERCURY DISPOSAL SYSTEM INC.	11/02/20		MW	0101-0000-0-5800-0000-8310-000	104.50
68 00298123	V68149897	O REILLY AUTO PARTS	11/02/20		MW	0101-8150-0-4500-0000-8230-000	501.21
68 00298124	V68028870	OFFICE DEPOT	11/02/20		MW	0101-0002-0-4500-0000-2700-004	225.99
68 00298124	V68028870	OFFICE DEPOT	11/02/20		MW	0101-0002-0-4300-1140-1000-001	146.14
68 00298124	V68028870	OFFICE DEPOT	11/02/20		MW	0101-0002-0-4300-1140-1000-025	54.89
68 00298125	V68154724	PINNACLE PETROLEUM INC	11/02/20		MW	0101-0724-0-4600-5001-3600-000	15,167.62
68 00298126	V68071950	QUALITY TOWING	11/02/20		MW	0101-8150-0-5800-0000-8230-000	55.00
68 00298127	V68072652	RAM AIR ENGINEERING INC	11/02/20		MW	0101-8150-0-5605-0000-8110-000	5,715.00
68 00298128	V68157980	RICOH USA INC.	11/02/20		MW	0101-0000-0-5605-0000-7550-000	5,330.46
68 00298129	V68026328	RINCON TRUCK PARTS	11/02/20		MW	0101-0730-0-5605-1110-3600-000	20.67

User: MXROSA - Mercedes Rosales  
Report: BK3006: Consolidated Check Register w. Account

Page  
5

Current Date: 11/16/2020  
Current Time: 15:09:54

EXHIBIT #6

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment 2  
Page 6 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298129	V68026328 RINCON TRUCK PARTS	11/02/20		MW	0101-8150-0-5605-0000-8230-000	2,093.17
68	00298130	V68078255 SAN DIEGO GAS & ELECTRIC	11/02/20		MW	0101-0000-0-5500-0000-8200-000	52,144.08
68	00298131	V68164073 SCHOONOVER, ELISA	11/02/20		MW	0101-0002-0-4300-1130-1000-060	16.14
68	00298132	V68153105 SIGNATURE FLOORING INC	11/02/20		MW	0101-8150-0-5605-0000-8110-001	3,007.00
68	00298133	V68153530 SIMPSON IRVINE INC	11/02/20		MW	0101-8150-0-4500-0000-8230-000	1,979.43
68	00298134	V68152674 SITEONE LANDSCAPE SUPPLY LLC	11/02/20		MW	0101-0000-0-4500-0000-8220-000	21.05
68	00298135	V68083350 SMART & FINAL **SCHOOL SITES**	11/02/20		MW	0101-0002-0-4300-1140-1000-025	28.45
68	00298135	V68083350 SMART & FINAL **SCHOOL SITES**	11/02/20		MW	0101-3555-0-4300-3800-1000-018	285.71
68	00298136	V68084100 SO CA GAS CO	11/02/20		MW	0101-0000-0-5500-0000-8200-000	860.97
68	00298137	V68163564 SOUTH COAST INDUSTRIAL DOOR IN	11/02/20		MW	0101-8150-0-5605-0000-8110-000	995.00
68	00298138	V68118077 SOUTH COAST MEDICAL GROUP	11/02/20		MW	0101-0000-0-5800-0000-7400-000	810.00
68	00298139	V68122718 SOUTHERN CALIFORNIA EDISON	11/02/20		MW	0101-0000-0-5500-0000-8200-000	6,167.77
68	00298140	V68148172 SOUTHERN COUNTIES LUBRICANTS L	11/02/20		MW	0101-0730-0-4600-1110-3600-000	248.88
68	00298140	V68148172 SOUTHERN COUNTIES LUBRICANTS L	11/02/20		MW	0101-0724-0-4600-5001-3600-000	248.88
68	00298141	V68084800 SPARKLETTS	11/02/20		MW	0101-0002-0-4500-0000-2700-052	8.76
68	00298141	V68084800 SPARKLETTS	11/02/20		MW	0101-0002-0-4300-1140-1000-005	52.00
68	00298141	V68084800 SPARKLETTS	11/02/20		MW	0101-0002-0-4500-3200-2700-018	52.38
68	00298141	V68084800 SPARKLETTS	11/02/20		MW	0101-3010-0-4500-3200-2700-000	52.38
68	00298141	V68084800 SPARKLETTS	11/02/20		MW	0101-6500-0-4500-5001-2700-012	65.45
68	00298142	V68161837 SUPPLY SOLUTIONS	11/02/20		MW	0101-3220-0-4300-1110-1000-000	2,036.48
68	00298143	V68161843 T-MOBILE USA INC	11/02/20		MW	0101-7388-0-5800-0000-7700-000	14,130.00
68	00298144	V68089320 TARGET SPECIALTY PRODUCTS	11/02/20		MW	0101-0000-0-4500-0000-8220-000	2,145.10
68	00298145	V68147300 TUTTLE CLICK FORD LINCOLN	11/02/20		MW	0101-0724-0-5605-5001-3600-000	124.46
68	00298146	V68100636 ULINE INC	11/02/20		MW	0101-0000-0-4500-0000-7550-000	107.43
68	00298147	V68159838 UNDERGROUND SERVICE COMPANY IN	11/02/20		MW	0101-8150-0-5605-0000-8110-000	3,285.00
68	00298148	V68063271 VERNIER SOFTWARE & TECHNOLOGY	11/02/20		MW	0101-0002-0-4300-1140-1000-003	986.66
68	00298149	V68146077 WEST COAST ARBORISTS INC.	11/02/20		MW	0101-0000-0-5605-0000-8220-000	33,238.00
68	00298152	V68143536 AVID CENTER	11/03/20		MW	0101-0000-0-9510-0000-0000-000	77,199.36
68	00298153	V68163438 JENNIFER STRONG	11/03/20		MW	0101-6500-0-5800-5001-3120-000	6,720.00
68	00298154	V68147372 LEISURE CARE REFERRAL AGENCY I	11/03/20		MW	0101-0000-0-5800-0000-3140-000	1,900.00
68	00298155	V68100369 OCEANVIEW SCHOOL	11/03/20		MW	0101-6500-0-5802-5760-1180-000	47,353.71
68	00298156	V68161292 THE PRENTICE SCHOOL	11/03/20		MW	0101-0065-0-5802-1110-1000-000	3,125.11

User: MXROSA - Mercedes Rosales  
Report: BK3006: Consolidated Check Register w. Account

Page  
6

Current Date: 11/16/2020  
Current Time: 15:09:54

EXHIBIT #6

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment 2  
Page 7 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298156	V68161292 THE PRENTICE SCHOOL	11/03/20		MW	0101-6500-0-5802-5760-1180-000	6,543.39
68	00298157	V68001018 A Z BUS SALES INC	11/04/20		MW	0101-0730-0-4600-1110-3600-000	39.05
68	00298158	V68145645 ALISO NIGUEL AUTO CARE	11/04/20		MW	0101-8150-0-5605-0000-8230-000	3,612.86
68	00298159	V68149415 APEX AUDIO INC	11/04/20		MW	0101-8150-0-4500-0000-8110-000	585.63
68	00298160	V68152813 ASSI SECURITY	11/04/20		MW	0101-0400-0-5600-0000-2700-056	4,407.52
68	00298161	V68141660 CAL-STATE AUTO PARTS INC	11/04/20		MW	0101-0724-0-4600-5001-3600-000	304.95
68	00298162	V68035089 CASBO	11/04/20		MW	0101-0000-0-5216-0000-7300-000	595.00
68	00298162	V68035089 CASBO	11/04/20		MW	0101-0000-0-5216-0000-7690-000	255.00
68	00298163	V68108311 CINTAS CORPORATION	11/04/20		MW	0101-0730-0-4500-1110-3600-000	237.17
68	00298163	V68108311 CINTAS CORPORATION	11/04/20		MW	0101-0724-0-4500-5001-3600-000	101.64
68	00298163	V68108311 CINTAS CORPORATION	11/04/20		MW	0101-9220-0-4500-1110-3600-000	1,047.44
68	00298164	V68146234 CINTAS CORPORATION #640	11/04/20		MW	0101-0000-0-5800-0000-8310-000	55.02
68	00298164	V68146234 CINTAS CORPORATION #640	11/04/20		MW	0101-0730-0-5800-1110-3600-000	802.74
68	00298164	V68146234 CINTAS CORPORATION #640	11/04/20		MW	0101-0724-0-5800-5001-3600-000	802.74
68	00298165	V68141556 COALITION FOR ADEQUATE SCHOOL	11/04/20		MW	0101-0000-0-5216-0000-7690-000	1,156.00
68	00298166	V68147693 COMPLETE OFFICE OF CA	11/04/20		MW	0101-8150-0-4500-0000-8110-000	335.00
68	00298167	V68024000 CULVER-NEWLIN INC	11/04/20		MW	0101-3220-0-6400-1110-1000-000	97,758.34
68	00298168	V68117165 DEMCO	11/04/20		MW	0101-0002-0-4500-0000-2700-006	136.22
68	00298169	V68058370 DEPT INDUSTRIAL RELATIONS	11/04/20		MW	0101-8150-0-5605-0000-8110-000	1,725.00
68	00298170	V68154930 DOHENY PLUMBING	11/04/20		MW	0101-8150-0-5605-0000-8110-000	500.00
68	00298171	V68160627 EDVOTEK INC.	11/04/20		MW	0101-6388-0-4300-3800-1000-006	1,162.98
68	00298172	V68154409 EWING IRRIGATION PRODUCTS INC	11/04/20		MW	0101-0000-0-4500-0000-8220-000	971.49
68	00298173	V68118205 FASTENAL COMPANY	11/04/20		MW	0101-0730-0-4600-1110-3600-000	29.80
68	00298174	V68032535 FEDERAL EXPRESS CORP	11/04/20		MW	0101-0000-0-5900-0000-7540-000	226.17
68	00298175	V68155629 FERGUSON ENTERPRISES INC.	11/04/20		MW	0101-8150-0-4500-0000-8110-000	164.21
68	00298176	V68032964 FLINN SCIENTIFIC INC	11/04/20		MW	0101-6388-0-4300-3800-1000-006	105.03
68	00298177	V68057042 FOLLETT EDUCATIONAL SERVICES	11/04/20		MW	0101-0004-0-4200-1180-2420-075	152.79
68	00298178	V68160536 HI-LINE ELECTRIC CO INC.	11/04/20		MW	0101-0730-0-4600-1110-3600-000	375.87
68	00298179	V68059250 HIRSCH PIPE & SUPPLY INC	11/04/20		MW	0101-8150-0-4500-0000-8110-000	80.26
68	00298180	V68041995 HOUGHTON MIFFLIN HARCOURT PUBL	11/04/20		MW	0101-6300-0-4140-1110-1000-000	943.94
68	00298181	V68147119 INTERNATIONAL E-Z UP INC	11/04/20		MW	0101-0010-0-4500-0000-2100-000	24,317.25
68	00298181	V68147119 INTERNATIONAL E-Z UP INC	11/04/20		MW	0101-7388-0-4500-0000-8110-000	7,595.30

User: MXROSA - Mercedes Rosales  
Report: BK3006: Consolidated Check Register w. Account

Page 7

Current Date: 11/16/2020  
Current Time: 15:09:54

EXHIBIT #6

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment 2  
Page 8 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298182	V68062513 KELLY PAPER COMPANY	11/04/20		MW	0101-0000-0-4500-0000-7550-000	2,058.17
68	00298183	V68052878 LAWNMOWERS ETC	11/04/20		MW	0101-8150-0-5605-0000-8120-000	280.57
68	00298184	V68150837 MOORE LAW FOR CHILDREN A PROFE	11/04/20		MW	0101-6500-0-5820-5001-2100-000	10,500.00
68	00298185	V68066570 ORANGE COUNTY DEPT OF EDUC	11/04/20		MW	0101-0000-0-5500-0000-8200-000	6,915.52
68	00298186	V68078255 SAN DIEGO GAS & ELECTRIC	11/04/20		MW	0101-0000-0-5500-0000-8200-000	32,149.32
68	00298187	V68084100 SO CA GAS CO	11/04/20		MW	0101-0000-0-5500-0000-8200-000	604.64
68	00298188	V68108107 SOLUTION TREE INC	11/04/20		MW	0101-4035-0-5800-1110-2100-000	11,620.00
68	00298189	V68122718 SOUTHERN CALIFORNIA EDISON	11/04/20		MW	0101-0000-0-5500-0000-8200-000	17,705.01
68	00298190	V68163985 STRATEGIC KIDS LLC	11/04/20		MW	0101-3220-0-5800-1110-1000-000	109,811.00
68	00298191	V68056570 THE MASTER TEACHER INC	11/04/20		MW	0101-4035-0-5800-0000-2140-000	13,499.00
68	00298192	V68036075 W W GRAINGER INC	11/04/20		MW	0101-8150-0-4500-0000-8110-000	214.21
68	00298211	V68001018 A Z BUS SALES INC	11/05/20		MW	0101-3220-0-6400-5001-3600-000	166,999.98
68	00298212	V68152813 ASSI SECURITY	11/05/20		MW	0101-8150-0-5605-0000-8110-030	7,617.50
68	00298213	V68150006 BEACON DAY SCHOOL	11/05/20		MW	0101-6500-0-5802-5760-1180-000	20,067.55
68	00298214	V68118161 CAPISTRANO CONNECTIONS ACADEMY	11/05/20		MW	0101-0000-0-8096-0000-0000-205	2,102,791.00
68	00298215	V68018872 CITY OF SAN JUAN CAPISTRANO	11/05/20		MW	0101-0000-0-5500-0000-8200-000	10,968.51
68	00298216	V68141556 COALITION FOR ADEQUATE SCHOOL	11/05/20		MW	0101-0000-0-5216-0000-7520-000	1,156.00
68	00298217	V68101521 COLLEGE BOARD	11/05/20		MW	0101-0002-0-4300-1140-1000-006	75.43
68	00298218	V68146265 COMMUNITY ROOTS ACADEMY	11/05/20		MW	0101-0000-0-8096-0000-0000-206	393,989.00
68	00298219	V68150469 COMPREHENSIVE COLLEGE PREP INC	11/05/20		MW	0101-4510-0-5810-1110-1000-000	360.00
68	00298220	V68146378 CR&R INCORPORATED	11/05/20		MW	0101-0000-0-5500-0000-8200-000	208.62
68	00298221	V68100085 CRISIS PREVENTION INSTITUTE IN	11/05/20		MW	0101-6500-0-5216-5760-3110-000	1,090.00
68	00298222	V68114067 EDUPOINT EDUCATIONAL SYSTEMS	11/05/20		MW	0101-6500-0-5800-5001-2140-000	1,500.00
68	00298223	V68157078 GINA MARCHETTI	11/05/20		MW	0101-6500-0-5800-5770-1190-000	2,330.00
68	00298224	V68119631 GROVES, LISA A.	11/05/20		MW	0101-3386-0-5815-5710-3120-000	1,187.50
68	00298225	V68059154 HERITAGE SCHOOLS INC	11/05/20		MW	0101-6500-0-5803-5760-1180-000	7,200.00
68	00298225	V68059154 HERITAGE SCHOOLS INC	11/05/20		MW	0101-6512-0-5104-5760-1180-000	21,390.00
68	00298225	V68059154 HERITAGE SCHOOLS INC	11/05/20		MW	0101-6512-0-5104-5760-3120-000	8,463.00
68	00298226	V68160606 HO, DANIELLE	11/05/20		MW	0101-6500-0-5801-5760-3140-000	2,187.00
68	00298227	V68161968 HOULIHAN, PATRICIA K.	11/05/20		MW	0101-6500-0-5800-5760-1190-000	432.00
68	00298228	V68105873 JOURNEY CHARTER SCHOOL	11/05/20		MW	0101-0000-0-8096-0000-0000-201	306,015.00
68	00298229	V68152415 LAPPIN, RICHARD	11/05/20		MW	0101-6512-0-5115-5760-3110-000	510.00

EXHIBIT #6



# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment #2  
Page 9 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298230	V68055550 MCGRAW-HILL SCHOOL EDUCATION H	11/05/20		MW	0101-6300-0-4140-1110-1000-000	544.57
68	00298231	V68061270 MOULTON NIGUEL WATER	11/05/20		MW	0101-0000-0-5500-0000-8200-000	14,388.30
68	00298232	V68101297 OAK GROVE INSTITUTE FOUNDATION	11/05/20		MW	0101-6500-0-5803-5760-1180-000	3,015.46
68	00298232	V68101297 OAK GROVE INSTITUTE FOUNDATION	11/05/20		MW	0101-6512-0-5104-5760-1180-000	5,354.00
68	00298232	V68101297 OAK GROVE INSTITUTE FOUNDATION	11/05/20		MW	0101-6512-0-5104-5760-3120-000	5,354.01
68	00298233	V68100369 OCEANVIEW SCHOOL	11/05/20		MW	0101-6500-0-5802-5760-1180-000	9,264.11
68	00298234	V68113144 OPPORTUNITY FOR LEARNING	11/05/20		MW	0101-0000-0-8096-0000-0000-203	450,238.00
68	00298235	V68153868 ORANGE COUNTY ACADEMY OF	11/05/20		MW	0101-0000-0-8096-0000-0000-202	189,188.00
68	00298235	V68153868 ORANGE COUNTY ACADEMY OF	11/05/20		MW	0101-0000-0-8096-0000-0000-208	78,391.00
68	00298236	V68066570 ORANGE COUNTY DEPT OF EDUC	11/05/20		MW	0101-6500-0-7142-5760-9200-000	317,905.00
68	00298237	V68105372 ORANGE COUNTY THERAPY SERVICE	11/05/20		MW	0101-3315-0-5101-5730-3140-000	11,291.40
68	00298237	V68105372 ORANGE COUNTY THERAPY SERVICE	11/05/20		MW	0101-6500-0-5101-5760-3140-000	21,918.60
68	00298238	V68146264 OXFORD ACADEMY	11/05/20		MW	0101-0000-0-8096-0000-0000-204	421,209.00
68	00298239	V68161592 P5 GRAPHICS AND DISPLAYS INC.	11/05/20		MW	0101-0000-0-4500-0000-7550-000	620.95
68	00298239	V68161592 P5 GRAPHICS AND DISPLAYS INC.	11/05/20		MW	0101-0000-0-5800-0000-7550-000	2,534.90
68	00298240	V68150715 PORTVIEW PREPARATORY INC	11/05/20		MW	0101-6500-0-5102-5750-1180-000	58,007.09
68	00298241	V68123126 REALITYWORKS INC	11/05/20		MW	0101-3555-0-4400-3800-1000-001	20,701.20
68	00298242	V68110452 RICHARDS INSTITUTE OF EDUCATIO	11/05/20		MW	0101-7510-0-5215-1130-1000-055	1,575.00
68	00298243	V68079190 SANTA MARGARITA WATER	11/05/20		MW	0101-0000-0-5500-0000-8200-000	5,642.96
68	00298244	V68083350 SMART & FINAL ***SCHOOL SITES**	11/05/20		MW	0101-3555-0-4300-3800-1000-001	260.10
68	00298244	V68083350 SMART & FINAL ***SCHOOL SITES**	11/05/20		MW	0101-3555-0-4300-3800-1000-003	130.52
68	00298245	V68163564 SOUTH COAST INDUSTRIAL DOOR IN	11/05/20		MW	0101-8150-0-5605-0000-8110-000	963.00
68	00298246	V68143011 SOUTH COAST WATER DISTRICT	11/05/20		MW	0101-0000-0-5500-0000-8200-000	11,257.81
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0000-0-9321-0000-0000-000	5,207.67
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0000-0-4500-0000-7150-000	25.22
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0000-0-4500-0000-7700-000	11.38
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4500-0000-2700-006	335.06
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4500-0000-2700-021	24.15
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4500-0000-2700-031	147.99
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4500-0000-2700-058	27.45
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4500-0000-2700-063	117.59
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4500-0000-2700-068	129.42

CAPISTRANO USD  
Consolidated Check Register w. Account  
from 10/28/2020 to 11/16/2020

Attachment 2  
Page 10 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4500-0000-2700-075	62.88
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-050	87.04
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-052	941.02
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-053	2,073.91
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-054	35.33
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-055	240.60
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-056	574.08
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-059	167.21
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-060	893.44
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-061	569.05
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-063	117.59
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-065	259.41
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-067	45.15
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-068	129.42
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-069	552.37
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-071	49.17
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-072	249.58
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-074	244.47
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-075	62.88
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-079	144.43
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-080	320.19
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-081	31.25
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4500-1130-1000-082	522.70
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-083	85.43
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-084	1,171.73
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-085	1,346.73
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-086	62.02
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-087	190.47
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1130-1000-089	509.20
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1140-1000-002	523.50
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1140-1000-003	1,212.38
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1140-1000-006	335.07

User: MXROSA - Mercedes Rosales  
Report: BK3006: Consolidated Check Register w. Account

Page  
10

Current Date: 11/16/2020  
Current Time: 15:09:54

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
from 10/28/2020 to 11/16/2020

Attachment #2  
Page 11 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1140-1000-021	24.15
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1140-1000-023	112.43
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1140-1000-025	76.15
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1140-1000-026	878.25
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1140-1000-027	298.30
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1140-1000-028	738.79
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1140-1000-029	19.14
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1140-1000-030	233.81
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-1140-1000-031	147.99
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-3200-1000-018	165.38
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0400-0-4500-0000-2700-055	47.13
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0400-0-4300-1130-1000-055	650.57
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0755-0-4500-0000-7700-000	11,941.89
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-3010-0-4300-1110-1000-021	438.78
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-3010-0-4300-1110-1000-061	634.26
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-3010-0-4300-1110-2495-082	280.86
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-3010-0-4300-1130-1000-072	752.62
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-3010-0-4300-1110-1000-073	1,029.47
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-3220-0-4300-1110-1000-000	323.25
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-3220-0-4500-0000-2700-000	3,081.65
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-3220-0-4300-5730-1110-000	470.65
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-3410-0-4300-5760-1190-000	100.02
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-3410-0-4500-5760-2100-000	254.29
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-6300-0-4300-1110-1000-000	1,154.63
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0730-0-4500-1110-3600-000	78.29
68	00298248	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0724-0-4500-5001-3600-000	182.69
68	00298249	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	0101-0002-0-4300-5760-1110-049	149.34
68	00298250	V68146319 STORAGECONTAINER.COM	11/05/20		MW	0101-8150-0-4405-0000-8110-000	3,771.25
68	00298251	V68161403 SUMMIT VIEW SCHOOL DBA STEM3 A	11/05/20		MW	0101-6500-0-5802-5760-1180-000	3,437.00
68	00298252	V68152996 TIMOTHY A ADAMS & ASSOC APLC	11/05/20		MW	0101-6500-0-5820-5001-2100-000	10,000.00
68	00298253	V68115947 TRICIA KARETAS KRANTZ	11/05/20		MW	0101-6512-0-5115-5760-3110-000	2,747.50
68	00298254	V68109098 WON-DOOR CORPORATION	11/05/20		MW	0101-8150-0-5605-0000-8110-000	2,034.00

User: MXROSA - Mercedes Rosales  
Report: BK3006: Consolidated Check Register w. Account

Page  
11

Current Date: 11/16/2020  
Current Time: 15:09:54

EXHIBIT #6

CAPISTRANO USD  
Consolidated Check Register w. Account  
from 10/28/2020 to 11/16/2020

Attachment #2  
Page 12 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298255	V68161214	XANTE CORPORATION	11/05/20		MW	0101-0000-0-4500-0000-7550-000	155.01
68 00298261	V68999999	CDTFA	11/06/20		MW	0101-0000-0-9510-0000-0000-000	76.73
68 00298261	V68999999	CDTFA	11/06/20		MW	0101-0000-0-4500-0000-7110-000	18.66
68 00298261	V68999999	CDTFA	11/06/20		MW	0101-0000-0-4500-0000-7700-000	83.31
68 00298261	V68999999	CDTFA	11/06/20		MW	0101-0002-0-4300-1140-1000-006	-0.08
68 00298261	V68999999	CDTFA	11/06/20		MW	0101-0400-0-4300-1130-1000-071	20.15
68 00298261	V68999999	CDTFA	11/06/20		MW	0101-3220-0-4300-1110-1000-000	275.90
68 00298261	V68999999	CDTFA	11/06/20		MW	0101-3555-0-4300-3800-1000-006	0.07
68 00298261	V68999999	CDTFA	11/06/20		MW	0101-4127-0-4300-1110-1000-000	0.10
68 00298261	V68999999	CDTFA	11/06/20		MW	0101-6387-0-4300-3800-1000-003	0.11
68 00298261	V68999999	CDTFA	11/06/20		MW	0101-6500-0-4500-5001-3150-000	-0.15
68 00298261	V68999999	CDTFA	11/06/20		MW	0101-8150-0-4500-0000-8110-000	31.37
68 00298261	V68999999	CDTFA	11/06/20		MW	0101-8150-0-5605-0000-8110-000	27.99
68 00298262	V68164095	CHEN, KATHLEEN	11/06/20		MW	0101-0000-0-5213-0000-3140-000	10.35
68 00298263	V68113985	ENRIQUEZ, MICHELLE L	11/06/20		MW	0101-6500-0-5213-5001-2100-000	6.90
68 00298264	V68157237	GILMORE, NATHAN OR MEAGAN	11/06/20		MW	0101-0730-0-8675-0000-0000-000	575.00
68 00298265	V68158628	HANLEY, KIMBERLY	11/06/20		MW	0101-3010-0-5213-0000-2100-000	41.40
68 00298266	V68156189	LEARNING WITHOUT TEARS	11/06/20		MW	0101-6300-0-4140-1130-1000-000	48,981.65
68 00298267	V68153242	MISUSTIN, JOHN	11/06/20		MW	0101-0400-0-4300-1140-1000-002	124.66
68 00298268	V68164092	MURPHY, CRISTIN	11/06/20		MW	0101-0004-0-4114-1180-1000-029	16.00
68 00298269	V68151125	PERFECT IMPRESSION, THE	11/06/20		MW	0101-0400-0-4500-0000-2700-004	1,023.63
68 00298270	V68153784	PITZEN, JOHN	11/06/20		MW	0101-6500-0-5212-5760-1190-000	97.18
68 00298281	V68001018	A Z BUS SALES INC	11/09/20		MW	0101-3220-0-6400-5001-3600-000	77,491.39
68 00298282	V68162338	ANNILISE M FLANAGAN-FRANKL DBA	11/09/20		MW	0101-6500-0-5800-5001-3120-000	6,516.00
68 00298283	V68035089	CASBO	11/09/20		MW	0101-0000-0-5216-0000-7520-000	595.00
68 00298284	V68152662	DARRON AND MICHELLEA DAVID	11/09/20		MW	0101-6500-0-5800-5770-1190-000	7,800.00
68 00298285	V68159225	DEL SOL SCHOOL INC	11/09/20		MW	0101-6500-0-5802-5760-1180-000	26,246.00
68 00298286	V68163202	ERIC NELSON	11/09/20		MW	0101-0010-0-5800-0000-2100-000	6,500.00
68 00298287	V68161982	FRANCISCO, LARA AND JOSEPH	11/09/20		MW	0101-0065-0-5800-1110-1000-000	14,761.57
68 00298288	V68152545	GAYLE M PARIDE	11/09/20		MW	0101-0000-0-5800-0000-7180-000	8,910.00
68 00298289	V68112996	GOODWILL INDUSTRIES OF ORANGE	11/09/20		MW	0101-3315-0-5110-5730-1130-000	11,160.00
68 00298289	V68112996	GOODWILL INDUSTRIES OF ORANGE	11/09/20		MW	0101-6500-0-5110-5760-1130-000	8,190.38

User: MXROSA - Mercedes Rosales  
Report: BK3006: Consolidated Check Register w. Account

Page  
12

Current Date: 11/16/2020  
Current Time: 15:09:54

EXHIBIT #6

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment #2  
Page 13 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298289	V68112996 GOODWILL INDUSTRIES OF ORANGE	11/09/20		MW	0101-6500-0-5810-5760-1130-000	5,062.12
68	00298290	V68159221 HANDLEY, RHETT	11/09/20		MW	0101-6500-0-5800-5760-1190-000	2,627.78
68	00298291	V68040147 MOBILE COMMUNICATION REPAIR	11/09/20		MW	0101-0000-0-4500-0000-8310-000	420.23
68	00298291	V68040147 MOBILE COMMUNICATION REPAIR	11/09/20		MW	0101-0010-0-4500-0000-8310-000	8,223.48
68	00298292	V68158477 MOMTAN, NANCY NASSEHI AND RO	11/09/20		MW	0101-6500-0-5800-5760-1180-000	1,270.29
68	00298293	V68110165 NEWS 2 YOU	11/09/20		MW	0101-6500-0-5800-5760-1190-000	45,240.00
68	00298294	V68158242 NSWC MECHANICAL SERVICE LLC	11/09/20		MW	0101-8150-0-5605-0000-8110-000	8,768.00
68	00298295	V68149897 O REILLY AUTO PARTS	11/09/20		MW	0101-7220-0-4300-1140-1000-003	53.40
68	00298295	V68149897 O REILLY AUTO PARTS	11/09/20		MW	0101-8150-0-4500-0000-8230-000	269.48
68	00298296	V68100369 OCEANVIEW SCHOOL	11/09/20		MW	0101-6500-0-5802-5760-1180-000	3,560.72
68	00298297	V68028870 OFFICE DEPOT	11/09/20		MW	0101-0000-0-4500-0000-2100-000	119.41
68	00298297	V68028870 OFFICE DEPOT	11/09/20		MW	0101-0000-0-4500-0000-3140-000	69.76
68	00298297	V68028870 OFFICE DEPOT	11/09/20		MW	0101-0000-0-4500-0000-3900-000	273.59
68	00298297	V68028870 OFFICE DEPOT	11/09/20		MW	0101-0002-0-4300-1140-1000-001	34.47
68	00298297	V68028870 OFFICE DEPOT	11/09/20		MW	0101-0002-0-4300-1140-1000-025	63.55
68	00298298	V68068227 PARKHOUSE TIRE INC.	11/09/20		MW	0101-0724-0-4600-5001-3600-000	1,412.32
68	00298299	V68163313 PEDIATRIC THERAPY SERVICES LLC	11/09/20		MW	0101-6500-0-5801-5001-3120-000	1,665.00
68	00298299	V68163313 PEDIATRIC THERAPY SERVICES LLC	11/09/20		MW	0101-6500-0-5101-5760-1190-000	1,477.50
68	00298299	V68163313 PEDIATRIC THERAPY SERVICES LLC	11/09/20		MW	0101-6500-0-5101-5760-3150-000	15,841.50
68	00298300	V68151079 PERKINS SCHOOL FOR THE BLIND	11/09/20		MW	0101-6500-0-5103-5760-1180-000	14,516.40
68	00298300	V68151079 PERKINS SCHOOL FOR THE BLIND	11/09/20		MW	0101-6500-0-5803-5760-1180-000	310.90
68	00298300	V68151079 PERKINS SCHOOL FOR THE BLIND	11/09/20		MW	0101-6512-0-5104-5760-1180-000	11,120.47
68	00298300	V68151079 PERKINS SCHOOL FOR THE BLIND	11/09/20		MW	0101-6512-0-5104-5760-3120-000	11,120.48
68	00298301	V68159493 PRECISION AUTO COLLISION INC	11/09/20		MW	0101-8150-0-5605-0000-8230-000	4,225.70
68	00298302	V68147095 PRINT & FINISHING SOLUTIONS	11/09/20		MW	0101-0000-0-4500-0000-7550-000	262.48
68	00298303	V68026328 RINCON TRUCK PARTS	11/09/20		MW	0101-0730-0-4600-1110-3600-000	139.01
68	00298303	V68026328 RINCON TRUCK PARTS	11/09/20		MW	0101-0730-0-5605-1110-3600-000	135.47
68	00298303	V68026328 RINCON TRUCK PARTS	11/09/20		MW	0101-0724-0-4600-5001-3600-000	2,127.09
68	00298304	V68152672 ROYAL PAPER CORPORATION	11/09/20		MW	0101-0000-0-4500-0000-8210-000	2,368.34
68	00298305	V68078255 SAN DIEGO GAS & ELECTRIC	11/09/20		MW	0101-0000-0-5500-0000-8200-000	79,410.93
68	00298306	V68153530 SIMPSON IRVINE INC	11/09/20		MW	0101-8150-0-4500-0000-8230-000	1,485.97
68	00298307	V68152674 SITEONE LANDSCAPE SUPPLY LLC	11/09/20		MW	0101-0000-0-4500-0000-8220-000	376.19

User: MXROSA - Mercedes Rosales  
Report: BK3006: Consolidated Check Register w. Account

Page  
13

Current Date: 11/16/2020  
Current Time: 15:09:54

EXHIBIT #6

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment 2  
Page 14 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298308	V68083350	SMART & FINAL **SCHOOL SITES**	11/09/20		MW	0101-0002-0-4500-0000-2700-025	108.18
68 00298308	V68083350	SMART & FINAL **SCHOOL SITES**	11/09/20		MW	0101-6520-0-4300-5760-1190-000	463.58
68 00298309	V68084100	SO CA GAS CO	11/09/20		MW	0101-0724-0-4600-5001-3600-000	5,522.87
68 00298310	V68084100	SO CA GAS CO	11/09/20		MW	0101-0000-0-5500-0000-8200-000	262.49
68 00298311	V68122718	SOUTHERN CALIFORNIA EDISON	11/09/20		MW	0101-0000-0-5500-0000-8200-000	40,682.64
68 00298312	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	11/09/20		MW	0101-0002-0-4300-1130-1000-084	23.05
68 00298313	V68084800	SPARKLETT'S	11/09/20		MW	0101-0000-0-4500-0000-8310-000	26.00
68 00298314	V68078634	SPEECH & LANGUAGE DEVELOPMENT	11/09/20		MW	0101-6500-0-5802-5760-1180-000	15,066.00
68 00298315	V68160455	SPRINGER NATURE CUSTOMER SERVI	11/09/20		MW	0101-6300-0-4150-1140-1000-000	877.82
68 00298316	V68068085	THE PAINT STORE	11/09/20		MW	0101-0724-0-4600-5001-3600-000	25.86
68 00298317	V68092820	UNITED PARCEL SERV	11/09/20		MW	0101-0000-0-5900-0000-7540-000	8,000.00
68 00298318	V68063271	VERNIER SOFTWARE & TECHNOLOGY	11/09/20		MW	0101-6388-0-4300-3800-1000-006	9,292.07
68 00298318	V68063271	VERNIER SOFTWARE & TECHNOLOGY	11/09/20		MW	0101-7510-0-4300-1140-1000-004	520.00
68 00298319	V68019265	VISTA PAINT & WALLCOVERING	11/09/20		MW	0101-8150-0-4500-0000-8110-000	155.16
68 00298320	V68110273	WATERLINES TECHNOLOGIES INC	11/09/20		MW	0101-8150-0-4500-0000-8110-000	5,553.45
68 00298321	V68143731	WINGARD, RICHARD AND LORENA	11/09/20		MW	0101-6500-0-5800-5750-1190-000	4,448.98
68 00298322	V68104710	YMCA OF ORANGE COUNTY	11/09/20		MW	0101-0000-0-8650-0000-0000-202	1,588.80
68 00298326	V68160375	CLAIRE H. RADICE	11/10/20		MW	0101-6500-0-5100-5760-3140-000	9,781.00
68 00298326	V68160375	CLAIRE H. RADICE	11/10/20		MW	0101-6500-0-5800-5760-3140-000	4,299.00
68 00298327	V68161758	CRYSTAL BEJARANO DBA CONNECT4K	11/10/20		MW	0101-6500-0-5815-5001-3120-000	2,500.00
68 00298328	V68101664	DANNIS WOLIVER KELLEY	11/10/20		MW	0101-0900-0-5820-0000-6003-000	260.00
68 00298329	V68100292	HEAR NOW	11/10/20		MW	0101-3315-0-5801-5730-3150-000	325.12
68 00298329	V68100292	HEAR NOW	11/10/20		MW	0101-3386-0-5801-5710-3150-000	401.63
68 00298329	V68100292	HEAR NOW	11/10/20		MW	0101-6500-0-5801-5760-3150-000	1,032.75
68 00298330	V68162724	IVY ACADEMY INC DBA DISCOVERY	11/10/20		MW	0101-6500-0-5803-5760-1180-000	2,700.00
68 00298330	V68162724	IVY ACADEMY INC DBA DISCOVERY	11/10/20		MW	0101-6512-0-5104-5760-1180-000	8,200.00
68 00298330	V68162724	IVY ACADEMY INC DBA DISCOVERY	11/10/20		MW	0101-6512-0-5104-5760-3120-000	4,900.00
68 00298331	V68151216	JENNIFER TONEY SPEECH	11/10/20		MW	0101-6500-0-5815-5760-3150-000	510.00
68 00298332	V68160108	LINGO TRAIN LLC	11/10/20		MW	0101-3010-0-5810-1110-1000-054	1,400.00
68 00298333	V68155949	MATTHEW WILLIAMS ENTERPRISES L	11/10/20		MW	0101-6500-0-5810-5760-1130-000	2,304.00
68 00298334	V68163329	NOVITAS ACADEMY	11/10/20		MW	0101-6500-0-5803-5760-1180-000	4,900.00
68 00298334	V68163329	NOVITAS ACADEMY	11/10/20		MW	0101-6512-0-5104-5760-1180-000	1,050.00

User: MXROSA - Mercedes Rosales  
Report: BK3006: Consolidated Check Register w. Account

Page  
14

Current Date: 11/16/2020  
Current Time: 15:09:54

EXHIBIT #6

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
from 10/28/2020 to 11/16/2020

Attachment #2  
Page 15 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298334	V68163329 NOVITAS ACADEMY	11/10/20		MW	0101-6512-0-5104-5760-3120-000	7,000.00
68	00298335	V68100369 OCEANVIEW SCHOOL	11/10/20		MW	0101-6500-0-5802-5760-1180-000	19,592.00
68	00298335	V68100369 OCEANVIEW SCHOOL	11/10/20		MW	0101-6500-0-5802-5760-1180-000	6,338.82
68	00298336	V68156402 OLIVE CREST ACADEMY	11/10/20		MW	0101-6500-0-5802-5760-1180-000	18,659.43
68	00298337	V68143815 PERRY PASSARO A PSYCHOLOGICAL	11/10/20		MW	0101-6500-0-5815-5001-3120-000	550.00
68	00298338	V68150715 PORTVIEW PREPARATORY INC	11/10/20		MW	0101-6500-0-5802-5760-1180-000	10,262.50
68	00298339	V68005702 PROVO CANYON SCHOOL	11/10/20		MW	0101-6500-0-5803-5760-1180-000	3,402.00
68	00298339	V68005702 PROVO CANYON SCHOOL	11/10/20		MW	0101-6512-0-5104-5760-1180-000	6,603.00
68	00298339	V68005702 PROVO CANYON SCHOOL	11/10/20		MW	0101-6512-0-5104-5760-3120-000	3,782.00
68	00298340	V68147419 RBY'S PSYCHOLOGICAL SERVICES	11/10/20		MW	0101-6500-0-5800-5760-3120-000	4,500.00
68	00298341	V68116351 TERI INC	11/10/20		MW	0101-6500-0-5802-5760-1180-000	7,104.09
68	00298342	V68163584 THE CHILDREN'S SCHOOL INC.	11/10/20		MW	0101-6500-0-5802-5760-1180-000	4,500.00
68	00298343	V68161292 THE PRENTICE SCHOOL	11/10/20		MW	0101-6500-0-5802-5760-1180-000	3,125.11
68	00298344	V68104710 YMCA OF ORANGE COUNTY	11/10/20		MW	0101-6010-0-5810-1130-1000-054	10,596.24
68	00298344	V68104710 YMCA OF ORANGE COUNTY	11/10/20		MW	0101-6010-0-5810-1130-1000-059	11,081.17
68	00298344	V68104710 YMCA OF ORANGE COUNTY	11/10/20		MW	0101-6010-0-5810-1130-1000-061	7,238.28
68	00298344	V68104710 YMCA OF ORANGE COUNTY	11/10/20		MW	0101-6010-0-5810-1130-1000-082	12,862.08
68	00298345	V68001018 A Z BUS SALES INC	11/12/20		MW	0101-0730-0-4600-1110-3600-000	557.55
68	00298346	V68103551 AAA ELECTRIC MOTOR SALES	11/12/20		MW	0101-8150-0-4500-0000-8110-000	661.98
68	00298347	V68001470 AARDVARK CLAY & SUPPLIES INC	11/12/20		MW	0101-0002-0-4300-1140-1000-002	497.27
68	00298348	V68152532 ADVANTAGE WEST INVESTMENT ENTE	11/12/20		MW	0101-0000-0-4500-0000-8210-000	32,875.41
68	00298349	V68145645 ALISO NIGUEL AUTO CARE	11/12/20		MW	0101-8150-0-5605-0000-8230-000	4,943.63
68	00298350	V68038893 ARTESIA SAWDUST	11/12/20		MW	0101-0000-0-4500-0000-8220-000	9,434.85
68	00298351	V68150172 ASSURED FIRE SYSTEMS INC	11/12/20		MW	0101-8150-0-5605-0000-8110-056	500.00
68	00298352	V68076299 BEACH CITIES GLASS INC	11/12/20		MW	0101-8150-0-4500-0000-8110-000	366.50
68	00298353	V68101187 BIO-RAD LABORATORIES INC	11/12/20		MW	0101-6388-0-4400-3800-1000-001	827.00
68	00298354	V68146284 BUSWEST LLC	11/12/20		MW	0101-0730-0-4600-1110-3600-000	818.93
68	00298355	V68151411 CAPISTRANO USD	11/12/20		MW	0101-8150-0-5800-0000-8110-000	7,981.11
68	00298356	V68106764 CDWG Inc	11/12/20		MW	0101-0000-0-4500-0000-7300-000	73.58
68	00298356	V68106764 CDWG Inc	11/12/20		MW	0101-0000-0-4500-0000-7700-000	6,350.67
68	00298356	V68106764 CDWG Inc	11/12/20		MW	0101-0002-0-4500-0000-2700-021	424.00
68	00298356	V68106764 CDWG Inc	11/12/20		MW	0101-0002-0-4405-0000-2700-067	2,022.93

EXHIBIT #6

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
from 10/28/2020 to 11/16/2020

Attachment 2  
Page 16 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298356	V68106764 CDWG Inc	11/12/20		MW	0101-0400-0-4400-1130-1000-055	3,034.39
68	00298356	V68106764 CDWG Inc	11/12/20		MW	0101-3010-0-4300-1110-1000-021	4,628.68
68	00298356	V68106764 CDWG Inc	11/12/20		MW	0101-6500-0-4400-5760-1190-000	2,022.93
68	00298356	V68106764 CDWG Inc	11/12/20		MW	0101-7510-0-4400-1130-1000-053	11,039.47
68	00298356	V68106764 CDWG Inc	11/12/20		MW	0101-7510-0-4300-1130-1000-060	1,724.00
68	00298357	V68108311 CINTAS CORPORATION	11/12/20		MW	0101-8150-0-4500-0000-8110-000	1,462.18
68	00298357	V68108311 CINTAS CORPORATION	11/12/20		MW	0101-9220-0-4500-1110-3600-000	5,232.83
68	00298358	V68146234 CINTAS CORPORATION #640	11/12/20		MW	0101-0000-0-5800-0000-8210-000	50.27
68	00298358	V68146234 CINTAS CORPORATION #640	11/12/20		MW	0101-0730-0-5800-1110-3600-000	802.74
68	00298358	V68146234 CINTAS CORPORATION #640	11/12/20		MW	0101-0724-0-5800-5001-3600-000	802.74
68	00298358	V68146234 CINTAS CORPORATION #640	11/12/20		MW	0101-8150-0-4500-0000-8110-000	971.98
68	00298358	V68146234 CINTAS CORPORATION #640	11/12/20		MW	0101-8150-0-5605-0000-8110-000	1,282.54
68	00298359	V68019025 CLARK SECURITY PRODUCTS	11/12/20		MW	0101-8150-0-4500-0000-8110-000	50.29
68	00298360	V68154765 CLOVIS UNIFIED SCHOOL DISTRICT	11/12/20		MW	0101-0000-0-5300-0000-7520-000	2,500.00
68	00298361	V68081695 COMMITTEE FOR CHILDREN	11/12/20		MW	0101-3220-0-5800-1110-1000-000	6,599.00
68	00298362	V68147693 COMPLETE OFFICE OF CA	11/12/20		MW	0101-0000-0-4500-0000-2100-000	79.12
68	00298362	V68147693 COMPLETE OFFICE OF CA	11/12/20		MW	0101-0000-0-4500-0000-7300-000	93.47
68	00298362	V68147693 COMPLETE OFFICE OF CA	11/12/20		MW	0101-0790-0-4500-4760-2100-000	311.68
68	00298363	V68027192 CONSOLIDATED ELECTRICAL DISTR	11/12/20		MW	0101-8150-0-4500-0000-8110-000	4,223.97
68	00298364	V68155653 CONVERGEONE INC	11/12/20		MW	0101-0000-0-5800-0000-7700-000	25,814.60
68	00298365	V68024000 CULVER-NEWLIN INC	11/12/20		MW	0101-0000-0-4500-0000-7340-000	738.56
68	00298365	V68024000 CULVER-NEWLIN INC	11/12/20		MW	0101-0010-0-4500-0000-2100-000	16,464.20
68	00298366	V68026001 DENAULT S HARDWARE	11/12/20		MW	0101-8150-0-4500-0000-8110-000	129.17
68	00298367	V68028500 DUNN-EDWARDS CORP	11/12/20		MW	0101-8150-0-4500-0000-8110-000	214.67
68	00298368	V68063693 E STEWART AND ASSOCIATES INC	11/12/20		MW	0101-0000-0-5605-0000-8220-000	13,557.68
68	00298369	V68163549 EDPUZZLE INC.	11/12/20		MW	0101-0002-0-5800-1140-1000-001	1,450.00
68	00298370	V68160627 EDVOTEK INC.	11/12/20		MW	0101-6388-0-4300-3800-1000-001	865.98
68	00298371	V68159682 ESGI LLC	11/12/20		MW	0101-0010-0-5800-1130-1000-000	20,020.00
68	00298372	V68147927 EVIDENT INC	11/12/20		MW	0101-6388-0-4300-3800-1000-006	449.13
68	00298373	V68154409 EWING IRRIGATION PRODUCTS INC	11/12/20		MW	0101-0000-0-4500-0000-8220-000	74.22
68	00298374	V68155629 FERGUSON ENTERPRISES INC.	11/12/20		MW	0101-8150-0-4500-0000-8110-000	872.55
68	00298375	V68032964 FLINN SCIENTIFIC INC	11/12/20		MW	0101-0002-0-4300-1140-1000-002	1,126.53

EXHIBIT #6



CAPISTRANO USD  
Consolidated Check Register w. Account  
from 10/28/2020 to 11/16/2020

Attachment #2  
Page 17 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298376	V68073437 GANAHL LUMBER CO	11/12/20		MW	0101-0002-0-4300-1140-1000-021	104.93
68	00298376	V68073437 GANAHL LUMBER CO	11/12/20		MW	0101-8150-0-4500-0000-8110-000	5,407.69
68	00298377	V68067610 GEARY PACIFIC CORP	11/12/20		MW	0101-8150-0-4500-0000-8110-000	46.18
68	00298378	V68151531 HD SUPPLY CONSTRUCTION AND	11/12/20		MW	0101-8150-0-4500-0000-8110-000	1,602.21
68	00298379	V68059250 HIRSCH PIPE & SUPPLY INC	11/12/20		MW	0101-8150-0-4500-0000-8110-000	1,285.18
68	00298380	V68041995 HOUGHTON MIFFLIN HARCOURT PUBL	11/12/20		MW	0101-6300-0-4140-5730-1110-000	3,698.35
68	00298381	V68154526 IMAGE APPAREL FOR BUSINESS INC	11/12/20		MW	0101-0730-0-4500-1110-3600-000	91.61
68	00298381	V68154526 IMAGE APPAREL FOR BUSINESS INC	11/12/20		MW	0101-0724-0-4500-5001-3600-000	61.07
68	00298382	V68147119 INTERNATIONAL E-Z UP INC	11/12/20		MW	0101-3220-0-4500-0000-2100-000	28,258.75
68	00298383	V68046445 JOHNSTONE SUPPLY SANTA ANA	11/12/20		MW	0101-8150-0-4405-0000-8110-000	1,733.91
68	00298383	V68046445 JOHNSTONE SUPPLY SANTA ANA	11/12/20		MW	0101-8150-0-4500-0000-8110-000	6,799.87
68	00298384	V68062513 KELLY PAPER COMPANY	11/12/20		MW	0101-0000-0-4500-0000-7550-000	205.95
68	00298385	V68049480 LAKESHORE LEARNING MATERIALS	11/12/20		MW	0101-0002-0-4300-1110-1000-072	214.90
68	00298386	V68052878 LAWNMOWERS ETC	11/12/20		MW	0101-8150-0-5605-0000-8120-000	1,572.66
68	00298387	V68050760 LENNOX INDUSTRIES INC	11/12/20		MW	0101-8150-0-4500-0000-8110-000	100.14
68	00298388	V68078255 SAN DIEGO GAS & ELECTRIC	11/12/20		MW	0101-0000-0-5500-0000-8200-000	212,885.20
68	00298389	V68122718 SOUTHERN CALIFORNIA EDISON	11/12/20		MW	0101-0000-0-5500-0000-8200-000	6,893.73
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0000-0-4500-0000-7110-000	157.45
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0000-0-5800-0000-7180-000	1,780.82
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0000-0-4500-0000-7400-000	102.24
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0000-0-5800-0000-7700-000	142.91
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0002-0-4500-0000-2700-003	249.01
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0002-0-4500-0000-2700-006	735.76
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0002-0-4500-0000-2700-025	34.99
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0002-0-4500-0000-2700-068	48.13
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0002-0-4500-0000-2700-073	53.83
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0002-0-4300-1130-1000-060	174.42
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0002-0-4300-1130-1000-067	1,657.43
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0002-0-4300-1130-1000-073	126.18
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0002-0-4500-1130-1000-079	91.41
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0002-0-4300-1130-1000-081	277.24
68	00298392	V68118382 US BANK	11/12/20		MW	0101-0002-0-4300-1130-1000-089	2,280.75

User: MXROSA - Mercedes Rosales  
Report: BK3006: Consolidated Check Register w. Account

Page  
17

Current Date: 11/16/2020  
Current Time: 15:09:54

CAPISTRANO USD  
Consolidated Check Register w. Account  
from 10/28/2020 to 11/16/2020

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-1140-1000-002	121.30
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-1140-1000-002	32.30
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-1140-1000-002	560.24
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-1140-1000-003	676.02
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-1140-1000-005	47.66
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-1140-1000-021	218.28
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-1140-1000-024	193.90
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-1140-1000-025	127.16
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-1140-1000-027	274.18
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-1140-1000-028	70.01
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-1140-1000-029	86.18
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-1140-1000-029	193.92
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-3300-1000-014	83.34
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0002-0-4300-5760-1110-049	224.46
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0010-0-5800-1160-1000-000	169.95
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0400-0-4400-0000-2700-004	478.41
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0400-0-4500-0000-2700-024	183.16
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0400-0-4500-0000-2700-055	150.84
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0400-0-4300-1130-1000-055	2,406.67
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0400-0-4500-1130-1000-055	15.06
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0400-0-4300-1130-1000-067	385.90
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0400-0-4300-1130-1000-071	52.02
68 00298392	V68118382	US BANK	11/12/20		MW	0101-0400-0-4300-1140-1000-027	1,296.61
68 00298392	V68118382	US BANK	11/12/20		MW	0101-3010-0-4300-1110-1000-059	25.83
68 00298392	V68118382	US BANK	11/12/20		MW	0101-3010-0-4200-1110-1000-072	508.65
68 00298392	V68118382	US BANK	11/12/20		MW	0101-3010-0-4500-1110-2700-021	155.19
68 00298392	V68118382	US BANK	11/12/20		MW	0101-3210-0-4300-7110-1000-103	299.25
68 00298392	V68118382	US BANK	11/12/20		MW	0101-3215-0-4300-7110-1000-103	430.00
68 00298392	V68118382	US BANK	11/12/20		MW	0101-3220-0-4300-1110-1000-000	1,973.69
68 00298392	V68118382	US BANK	11/12/20		MW	0101-3315-0-4500-5730-2700-000	137.90
68 00298392	V68118382	US BANK	11/12/20		MW	0101-3555-0-4300-3800-1000-003	529.97
68 00298392	V68118382	US BANK	11/12/20		MW	0101-3555-0-4300-3800-1000-006	3,487.04

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment 2  
Page 19 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298392	V68118382	US BANK	11/12/20		MW	0101-4127-0-4500-0000-2100-000	125.43
68 00298392	V68118382	US BANK	11/12/20		MW	0101-4127-0-4300-1110-1000-000	24.32
68 00298392	V68118382	US BANK	11/12/20		MW	0101-5640-0-4500-5001-3140-000	298.58
68 00298392	V68118382	US BANK	11/12/20		MW	0101-6300-0-4300-1110-1000-000	993.78
68 00298392	V68118382	US BANK	11/12/20		MW	0101-6387-0-4300-3800-1000-025	194.70
68 00298392	V68118382	US BANK	11/12/20		MW	0101-6500-0-4500-5001-2700-000	551.60
68 00298392	V68118382	US BANK	11/12/20		MW	0101-6500-0-4500-5001-2700-049	99.08
68 00298392	V68118382	US BANK	11/12/20		MW	0101-6500-0-4300-5760-1190-000	0.00
68 00298392	V68118382	US BANK	11/12/20		MW	0101-6500-0-4300-5760-1190-000	279.96
68 00298392	V68118382	US BANK	11/12/20		MW	0101-6500-0-4500-5760-2700-000	33.40
68 00298392	V68118382	US BANK	11/12/20		MW	0101-6500-0-4500-5760-3140-000	53.86
68 00298392	V68118382	US BANK	11/12/20		MW	0101-6520-0-4300-5760-1190-000	478.41
68 00298392	V68118382	US BANK	11/12/20		MW	0101-7510-0-4300-1130-1000-055	1,135.10
68 00298392	V68118382	US BANK	11/12/20		MW	0101-7510-0-4300-1130-1000-085	103.22
68 00298393	V68147868	US BANK	11/12/20		MW	0101-0000-0-9517-0000-0000-000	11,384.96
68 00298421	V68153811	ANDERSON CANIZALES, JULIE	11/13/20		MW	0101-0000-0-5213-0000-3140-000	92.58
68 00298422	V68109931	ARC	11/13/20		MW	0101-0000-0-5800-0000-7690-000	1.73
68 00298423	V68141916	BANNERMAN, CARY OR KELLY	11/13/20		MW	0101-0724-0-5800-5001-3600-000	409.86
68 00298424	V68155377	BEBEREIA, DANIEL OR ERIN	11/13/20		MW	0101-0724-0-5800-5001-3600-000	386.40
68 00298425	V68160823	BECK, AMANDA OR MATTHEW	11/13/20		MW	0101-0724-0-5800-5001-3600-000	144.90
68 00298426	V68154827	BECKER, ANDREW OR KRISTINA	11/13/20		MW	0101-0724-0-5800-5001-3600-000	414.00
68 00298427	V68164129	BEJARANO DE KIRALY, EVELYN L.	11/13/20		MW	0101-0000-0-8699-0000-0000-000	10.20
68 00298428	V68164128	BRADY, KIMBERLY T.	11/13/20		MW	0101-0000-0-8699-0000-0000-000	33.68
68 00298429	V68158873	CALDERON, LUIS	11/13/20		MW	0101-0724-0-5800-5001-3600-000	49.68
68 00298430	V68163988	CAPULONG, JOYCE	11/13/20		MW	0101-0000-0-5213-0000-3140-000	60.38
68 00298431	V68164133	CAUDILLO, FABIAN	11/13/20		MW	0101-0000-0-8699-0000-0000-000	1,924.84
68 00298432	V68159470	CHO, NANCY	11/13/20		MW	0101-6500-0-5213-5001-2700-000	63.25
68 00298433	V68161267	CHUN, ROSS AND SUZANNE	11/13/20		MW	0101-6500-0-5800-5760-1190-000	2,388.00
68 00298434	V68160291	CICCOMASCOLO, LAUREN E.	11/13/20		MW	0101-0000-0-8699-0000-0000-000	43.04
68 00298435	V68141814	CONDIE, JOSHUA OR CAROL	11/13/20		MW	0101-0724-0-5800-5001-3600-000	146.63
68 00298436	V68148595	CONTEMPORARY SERVICES CORP	11/13/20		MW	0101-0000-0-5800-0000-7400-000	35,186.50
68 00298437	V68118653	COPE, MARY	11/13/20		MW	0101-0000-0-5213-0000-3140-000	74.75

EXHIBIT #6

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment #2  
Page 20 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298438	V68164002	CROWE, ROBERT	11/13/20		MW	0101-6500-0-5800-5760-1190-000	750.00
68 00298439	V68164127	DEVINE, SHERRIE.	11/13/20		MW	0101-0000-0-8699-0000-0000-000	22.45
68 00298440	V68154768	DIAMOND RANCH ACADEMY INC	11/13/20		MW	0101-6500-0-5803-5760-1180-000	4,887.20
68 00298440	V68154768	DIAMOND RANCH ACADEMY INC	11/13/20		MW	0101-6512-0-5104-5760-1180-000	11,148.84
68 00298440	V68154768	DIAMOND RANCH ACADEMY INC	11/13/20		MW	0101-6512-0-5104-5760-3120-000	8,838.72
68 00298441	V68164109	DRUMWRIGHT, JENNIFER	11/13/20		MW	0101-0004-0-4114-1180-1000-003	15.00
68 00298442	V68160005	FLORES, DAVID	11/13/20		MW	0101-6500-0-5212-5760-1190-000	118.45
68 00298443	V68164110	GATES, NICHOLAS	11/13/20		MW	0101-0004-0-4114-1180-1000-003	75.00
68 00298444	V68118405	GOLDBECK, MELISSA	11/13/20		MW	0101-0000-0-5213-0000-3140-000	112.13
68 00298445	V68112996	GOODWILL INDUSTRIES OF ORANGE	11/13/20		MW	0101-0000-0-5800-0000-2495-000	155.00
68 00298445	V68112996	GOODWILL INDUSTRIES OF ORANGE	11/13/20		MW	0101-6500-0-5110-5760-1130-000	930.00
68 00298446	V68162305	GRUITA, CALIN/ADA	11/13/20		MW	0101-0730-0-8675-0000-0000-000	575.00
68 00298447	V68162304	GULINI, JAMI/JEFFREY	11/13/20		MW	0101-0730-0-8675-0000-0000-000	575.00
68 00298448	V68164111	HAGARTY, KIRSTEN	11/13/20		MW	0101-0004-0-4114-1180-1000-003	28.00
68 00298449	V68100292	HEAR NOW	11/13/20		MW	0101-6500-0-5801-5760-3150-000	229.50
68 00298450	V68151377	HERNANDEZ, REAGAN	11/13/20		MW	0101-0000-0-8699-0000-0000-000	5.00
68 00298451	V68144432	HYLTON, CHRIS AND/OR HERMINIA	11/13/20		MW	0101-0724-0-5800-5001-3600-000	231.84
68 00298452	V68147325	JOHNSON, EDWIN AND MELISSA	11/13/20		MW	0101-6500-0-5802-5760-1180-000	1,308.24
68 00298453	V68157566	JONES, SCOTT OR CECILY	11/13/20		MW	0101-0724-0-5800-5001-3600-000	80.50
68 00298454	V68148488	KOLENIC, NICOLE	11/13/20		MW	0101-6500-0-5213-5001-2100-000	54.05
68 00298455	V68155697	LIDDLE, DREW	11/13/20		MW	0101-0724-0-5800-5001-3600-000	391.00
68 00298456	V68148176	LONGORIA, RICARDO/YVONNE	11/13/20		MW	0101-0724-0-5800-5001-3600-000	1,713.04
68 00298457	V68154019	LOPEZ, GREGORY & MICHELLE	11/13/20		MW	0101-0724-0-5800-5001-3600-000	293.25
68 00298458	V68155429	LOPEZ, VALERIA C.	11/13/20		MW	0101-0000-0-8699-0000-0000-000	1,373.08
68 00298459	V68160829	MAGNUSON, GUNNAR L.	11/13/20		MW	0101-0000-0-8699-0000-0000-000	446.52
68 00298460	V68152780	MALONE, ERICA	11/13/20		MW	0101-0000-0-5213-0000-3140-000	67.28
68 00298461	V68164131	MARCISZ, LAUREN A.	11/13/20		MW	0101-0000-0-8699-0000-0000-000	278.14
68 00298462	V68149001	MATHIESEN, DAN OR TARA	11/13/20		MW	0101-0724-0-5800-5001-3600-000	356.50
68 00298463	V68115957	MAXIM HEALTHCARE SERVICES INC	11/13/20		MW	0101-6512-0-5801-5760-3110-000	7,316.00
68 00298464	V68154949	MAZZINI, VICTOR	11/13/20		MW	0101-0724-0-5800-5001-3600-000	207.69
68 00298465	V68164126	MCCOY, ALLEN H.	11/13/20		MW	0101-0000-0-8699-0000-0000-000	35.33
68 00298466	V68158507	MCGUIRE, BRIANNA	11/13/20		MW	0101-0000-0-5213-0000-3140-000	69.00

EXHIBIT #6

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment #2  
Page 21 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298467	V68161646	MELTZER, RACHEL	11/13/20		MW	0101-0000-0-8699-0000-0000-000	1,040.56
68 00298468	V68149740	MOHEB, MEHRDAD	11/13/20		MW	0101-0724-0-5800-5001-3600-000	202.40
68 00298469	V68021378	NEW HAVEN YOUTH & FAMILY	11/13/20		MW	0101-6512-0-5101-5760-3110-000	8,800.00
68 00298470	V68164130	O'BRIEN, DOUGLAS J.	11/13/20		MW	0101-0000-0-8699-0000-0000-000	8.44
68 00298471	V68100369	OCEANVIEW SCHOOL	11/13/20		MW	0101-6500-0-5802-5760-1180-000	32,274.94
68 00298472	V68156402	OLIVE CREST ACADEMY	11/13/20		MW	0101-6500-0-5802-5760-1180-000	21,588.36
68 00298473	V68155593	Pamela Moldauer	11/13/20		MW	0101-6512-0-5115-5760-3110-000	770.00
68 00298474	V68144925	PARADIGM HEALTH CARE SERVICES	11/13/20		MW	0101-5640-0-5800-5001-2100-000	7,021.59
68 00298475	V68155046	PARKER, KAREN	11/13/20		MW	0101-6500-0-5213-5001-2700-099	43.13
68 00298476	V68143815	PERRY PASSARO A PSYCHOLOGICAL	11/13/20		MW	0101-0000-0-9510-0000-0000-000	1,787.50
68 00298476	V68143815	PERRY PASSARO A PSYCHOLOGICAL	11/13/20		MW	0101-6500-0-5815-5001-3120-000	3,437.50
68 00298477	V68163795	PIONEER HEALTHCARE SERVICES LL	11/13/20		MW	0101-6500-0-5801-5760-3150-000	12,574.50
68 00298478	V68154839	PIPPEN, JOHN OR DOREEN	11/13/20		MW	0101-0724-0-5800-5001-3600-000	1,916.04
68 00298479	V68150715	PORTVIEW PREPARATORY INC	11/13/20		MW	0101-6500-0-5102-5760-1180-000	28,399.50
68 00298479	V68150715	PORTVIEW PREPARATORY INC	11/13/20		MW	0101-6500-0-5802-5760-1180-000	52,130.50
68 00298480	V68156480	PREMIER HEALTHCARE SERVICES LL	11/13/20		MW	0101-6500-0-5801-5760-3140-000	2,231.99
68 00298481	V68160866	REDICK, ANDREW OR MARY	11/13/20		MW	0101-0724-0-5800-5001-3600-000	59.34
68 00298482	V68155209	REILLE, WENDI	11/13/20		MW	0101-0724-0-5800-5001-3600-000	480.70
68 00298483	V68161316	ROACH, BEN	11/13/20		MW	0101-0004-0-4200-1180-2420-005	18.00
68 00298484	V68078255	SAN DIEGO GAS & ELECTRIC	11/13/20		MW	0101-0000-0-5500-0000-8200-000	34,964.36
68 00298485	V68162547	SANCHEZ, BONIFACIO AND/OR NORM	11/13/20		MW	0101-0730-0-8675-0000-0000-000	300.00
68 00298486	V68163987	SANCHEZ, GLORIA	11/13/20		MW	0101-0000-0-5213-0000-3140-000	109.25
68 00298487	V68161256	SANCHEZ-MARTINEZ, SANDRA	11/13/20		MW	0101-0790-0-5213-4760-2100-000	12.65
68 00298488	V68147427	SHACK-LAPPIN, CAROL	11/13/20		MW	0101-6512-0-5115-5760-3110-000	1,253.75
68 00298489	V68159595	SHAY, JENNIFER AND JONATHAN	11/13/20		MW	0101-6500-0-5800-5760-1190-000	1,046.00
68 00298490	V68164044	SHERLOCK, MELISSA	11/13/20		MW	0101-0724-0-5800-5001-3600-000	242.42
68 00298491	V68143008	SHERRIE, LORRAINE	11/13/20		MW	0101-3315-0-5213-5730-3140-000	9.38
68 00298491	V68143008	SHERRIE, LORRAINE	11/13/20		MW	0101-6500-0-5213-5760-3140-000	107.92
68 00298492	V68156527	SNYDER, DAVID OR CLAUDIA	11/13/20		MW	0101-0724-0-5800-5001-3600-000	172.04
68 00298493	V68164010	SOCIAL SECURITY ADMINISTRATION	11/13/20		MW	0101-0000-0-8699-0000-0000-000	418.89
68 00298494	V68148580	SOLJANT HEALTH INC	11/13/20		MW	0101-6500-0-5101-5760-3150-000	1,436.98
68 00298494	V68148580	SOLJANT HEALTH INC	11/13/20		MW	0101-6500-0-5801-5760-3150-000	13,765.82

User: MXROSA - Mercedes Rosales  
Report: BK3006: Consolidated Check Register w. Account

Page  
21

Current Date: 11/16/2020  
Current Time: 15:09:54

CAPISTRANO USD  
Consolidated Check Register w. Account  
from 10/28/2020 to 11/16/2020

Attachment #2  
Page 22 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298495	V68148580 SOLLANT HEALTH INC	11/13/20		MW	0101-6500-0-5801-5760-3150-000	2,111.50
68	00298496	V68122718 SOUTHERN CALIFORNIA EDISON	11/13/20		MW	0101-0000-0-5500-0000-8200-000	29,274.16
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0000-0-9321-0000-0000-000	673.07
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0000-0-4500-0000-7150-000	46.61
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0000-0-4500-0000-7400-000	168.65
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0000-0-4500-0000-7700-000	31.81
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4500-0000-2700-003	117.88
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4500-0000-2700-006	112.42
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4500-0000-2700-024	61.85
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4500-0000-2700-058	-20.03
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4500-0000-2700-063	19.83
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4500-0000-2700-068	83.15
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4500-0000-2700-075	128.51
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4500-0000-2700-078	84.11
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4500-0000-2700-086	152.54
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-050	19.91
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-053	72.57
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-054	17.50
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-055	73.80
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-056	10.94
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-059	111.30
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-060	306.59
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-061	168.52
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-063	19.83
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-064	-117.46
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-065	28.41
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-067	156.63
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-068	83.16
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-069	199.85
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-071	95.12
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-074	101.53
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-075	128.51

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
from 10/28/2020 to 11/16/2020

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-077	575.06
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-078	126.17
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-079	62.41
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-081	439.54
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4500-1130-1000-082	948.10
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-083	233.69
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-084	33.94
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-085	27.56
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-086	636.33
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-087	-25.92
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1130-1000-089	56.81
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1140-1000-002	-65.71
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1140-1000-005	80.72
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1140-1000-006	112.43
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1140-1000-024	61.86
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1140-1000-026	48.52
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1140-1000-027	132.51
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1140-1000-028	209.92
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-3200-1000-018	16.92
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-1140-1000-033	-600.42
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0002-0-4300-5760-1110-049	101.88
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-3010-0-4300-1110-1000-021	282.68
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-3010-0-4300-1110-2495-082	290.45
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-3010-0-4300-1130-1000-072	88.14
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-3010-0-4300-1110-1000-073	66.02
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-3220-0-4300-1110-1000-000	711.15
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-3220-0-4500-0000-2100-000	258.60
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-6300-0-4300-1110-1000-000	338.77
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0730-0-4500-1110-3600-000	4.74
68	00298498	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	0101-0724-0-4500-5001-3600-000	11.06
68	00298499	V68148086 SPECIAL EDUCATION LAW FIRM	11/13/20		MW	0101-6500-0-5820-5001-2100-000	2,000.00
68	00298500	V68150071 SPECTRUM CENTER ROSSIER PARK	11/13/20		MW	0101-6500-0-5802-5760-1180-000	19,787.53

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
from 10/28/2020 to 11/16/2020

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298501	V68148019	SUNBELT STAFFING LLC	11/13/20		MW	0101-6500-0-5801-5760-1180-000	85.25
68 00298502	V68161240	THE DEVEREUX FOUNDATION (GEORG	11/13/20		MW	0101-6500-0-5803-5760-1180-000	4,447.96
68 00298502	V68161240	THE DEVEREUX FOUNDATION (GEORG	11/13/20		MW	0101-6512-0-5104-5760-1180-000	6,904.63
68 00298502	V68161240	THE DEVEREUX FOUNDATION (GEORG	11/13/20		MW	0101-6512-0-5104-5760-3120-000	5,208.31
68 00298503	V68152756	TICE, RUTH	11/13/20		MW	0101-6500-0-5212-5760-1190-000	26.45
68 00298504	V68151273	TOWNSEND, DERIK OR TAMARA	11/13/20		MW	0101-0724-0-5800-5001-3600-000	293.25
68 00298505	V68153740	VIVIAN VERGARA AND LUIS VESGA	11/13/20		MW	0101-6500-0-5800-5750-1190-000	5,112.50
68 00298506	V68164132	WALSHE, BRANDI J.	11/13/20		MW	0101-0000-0-8699-0000-0000-000	323.22
68 00298507	V68163189	WEST-ODEBUNMI, NATALIE	11/13/20		MW	0101-0002-0-4300-1130-1000-064	75.85
68 00298508	V68164125	WILLIAMSON, JACQUELINE	11/13/20		MW	0101-0000-0-8699-0000-0000-000	5.06
68 00298509	V68156077	WONDRA, ADAM C	11/13/20		MW	0101-0724-0-5800-5001-3600-000	344.08
68 00298516	V68157721	CANON FINANCIAL SERVICES INC.	11/16/20		MW	0101-0000-0-5600-1110-1000-099	416.63
68 00298517	V68157722	CANON SOLUTIONS AMERICA INC.	11/16/20		MW	0101-0000-0-5600-1110-1000-099	57.58

**SUBFUND 0101      Total:** 7,710,159.71



**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
 from 10/28/2020 to 11/16/2020

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298256	V68113144 OPPORTUNITY FOR LEARNING	11/05/20		MW	0909-0000-0-8011-0000-0000-203	238,287.24
<b>SUBFUND 0909 Total:</b>							238,287.24

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
from 10/28/2020 to 11/16/2020

Attachment #2  
Page 26 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298193	V68049480	LAKESHORE LEARNING MATERIALS	11/04/20		MW	1212-6127-0-4300-0001-1000-000	305.99
68 00298257	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	11/05/20		MW	1212-6127-0-4300-0001-1000-000	1,632.66
68 00298271	V68164093	JENNETTE, JENNIFER	11/06/20		MW	1212-9145-0-8673-0000-0000-000	1,117.00
68 00298272	V68162975	NEWMAN, ERIC OR SHAWNA	11/06/20		MW	1212-9145-0-8673-0000-0000-000	235.00
68 00298273	V68162976	ROLLINS, STEVE OR CRYSTAL	11/06/20		MW	1212-9145-0-8673-0000-0000-000	143.00
68 00298274	V68164094	SULLIVAN, KAETHE	11/06/20		MW	1212-9145-0-8673-0000-0000-000	1,098.00
68 00298394	V68049480	LAKESHORE LEARNING MATERIALS	11/12/20		MW	1212-6127-0-4300-0001-1000-000	736.30
68 00298395	V68118382	US BANK	11/12/20		MW	1212-9140-0-4500-0001-1000-000	435.24
68 00298510	V68164124	LUNA, EVETTE	11/13/20		MW	1212-6127-0-5213-0001-2700-000	28.75
68 00298511	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	11/13/20		MW	1212-6127-0-4300-0001-1000-000	137.07
<b>SUBFUND 1212 Total:</b>							<b>5,869.01</b>

EXHIBIT #6

60 of 423

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment #2  
Page 27 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298019	V68164029 BANKSTON, CYNTHIA	10/28/20		MW	1313-9700-0-9652-0000-0000-024	22.25
68	00298020	V68164031 BIRLE, SEMIDA	10/28/20		MW	1313-9700-0-9651-0000-0000-000	14.00
68	00298021	V68164034 CARPENTER, SARA	10/28/20		MW	1313-9700-0-9651-0000-0000-000	11.50
68	00298022	V68164027 JOULAIN, JESSICA	10/28/20		MW	1313-9700-0-9651-0000-0000-000	15.25
68	00298023	V68164028 LEMON, SUSAN	10/28/20		MW	1313-9700-0-9651-0000-0000-000	89.75
68	00298024	V68156481 OLIVER PRODUCTS	10/28/20		MW	1313-5310-0-4717-0000-3700-000	5,900.58
68	00298025	V68164032 PATE, LACHELE	10/28/20		MW	1313-9700-0-9651-0000-0000-000	10.00
68	00298026	V68164030 SAGE, JENNIFER	10/28/20		MW	1313-9700-0-9652-0000-0000-030	113.50
68	00298027	V68102018 SYSCO RIVERSIDE INC.	10/28/20		MW	1313-5310-0-4574-0000-3700-000	139.54
68	00298028	V68164035 THOMAS, JASON	10/28/20		MW	1313-9700-0-9651-0000-0000-000	10.00
68	00298029	V68164033 WATTS, JULIE	10/28/20		MW	1313-9700-0-9651-0000-0000-000	3.22
68	00298029	V68164033 WATTS, JULIE	10/28/20		MW	1313-9700-0-9652-0000-0000-022	8.00
68	00298030	V68164026 WEIZMANN, JULIA	10/28/20		MW	1313-9700-0-9651-0000-0000-000	20.00
68	00298030	V68164026 WEIZMANN, JULIA	10/28/20		MW	1313-9700-0-9652-0000-0000-025	18.25
68	00298102	V68164074 CALEHUFF, BRAD	10/30/20		MW	1313-9700-0-9651-0000-0000-000	0.16
68	00298102	V68164074 CALEHUFF, BRAD	10/30/20		MW	1313-9700-0-9652-0000-0000-026	22.25
68	00298103	V68164042 DAUCHY, LAURA	10/30/20		MW	1313-9700-0-9653-0000-0000-019	40.00
68	00298104	V68158451 FARMER BROTHER COFFEE	10/30/20		MW	1313-5310-0-4714-0000-3700-000	318.16
68	00298105	V68164041 MOCALIS, ALEXANDRA	10/30/20		MW	1313-9700-0-9651-0000-0000-000	18.50
68	00298106	V68130063 OFFICE DEPOT	10/30/20		MW	1313-5310-0-4570-0000-3700-000	120.83
68	00298107	V68164040 PAL, ADAM	10/30/20		MW	1313-9700-0-9651-0000-0000-000	2.25
68	00298107	V68164040 PAL, ADAM	10/30/20		MW	1313-9700-0-9652-0000-0000-028	9.00
68	00298108	V68155758 REFRIGERATION CONTROL COMPANY	10/30/20		MW	1313-5310-0-5671-0000-3700-002	262.41
68	00298109	V68130073 SMART & FINAL	10/30/20		MW	1313-5310-0-4716-0000-3700-000	25.89
68	00298110	V68102018 SYSCO RIVERSIDE INC.	10/30/20		MW	1313-5310-0-4574-0000-3700-000	512.14
68	00298111	V68164039 URBIZTONDO, MELISSA	10/30/20		MW	1313-9700-0-9653-0000-0000-006	9.75
68	00298194	V68123067 CALIFORNIA DEPT OF EDUCATION	11/04/20		MW	1313-5310-0-9519-0000-0000-000	855.00
68	00298195	V68164084 CARPENTER, STEPHANIE	11/04/20		MW	1313-9700-0-9653-0000-0000-004	82.50
68	00298196	V68164081 CHANG, SARAH	11/04/20		MW	1313-9700-0-9651-0000-0000-000	252.50
68	00298197	V68164085 HARTY, BARCLAY	11/04/20		MW	1313-9700-0-9651-0000-0000-000	130.00
68	00298198	V68164087 KIM, BEOMSU	11/04/20		MW	1313-9700-0-9652-0000-0000-028	351.28
68	00298199	V68164082 MAYNARD, LINDA	11/04/20		MW	1313-9700-0-9653-0000-0000-002	78.25

# CAPISTRANO USD

## Consolidated Check Register w. Account

from 10/28/2020 to 11/16/2020

Attachment #2  
Page 28 of 35

Check #	Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298200	V68164086	NAREY, LINDA L.	11/04/20		MW	1313-9700-0-9652-0000-0000-027	120.00
68	00298201	V68116688	P & R PAPER SUPPLY COMPANY INC	11/04/20		MW	1313-5310-0-9519-0000-0000-000	17,972.80
68	00298202	V68155758	REFRIGERATION CONTROL COMPANY	11/04/20		MW	1313-5310-0-9519-0000-0000-000	259.04
68	00298203	V68152519	STIRRAT, MARK OR MEGAN	11/04/20		MW	1313-9700-0-9651-0000-0000-000	42.50
68	00298203	V68152519	STIRRAT, MARK OR MEGAN	11/04/20		MW	1313-9700-0-9652-0000-0000-026	181.75
68	00298204	V68164079	TANNER, RONALD	11/04/20		MW	1313-9700-0-9652-0000-0000-028	100.00
68	00298205	V68164080	TEYMOORIAN, SARAH	11/04/20		MW	1313-9700-0-9651-0000-0000-000	92.25
68	00298206	V68130135	TRANSIL WRAP COMPANY INC.	11/04/20		MW	1313-5310-0-9519-0000-0000-000	2,892.19
68	00298207	V68164083	WINEGAR, MATT	11/04/20		MW	1313-9700-0-9651-0000-0000-000	97.50
68	00298275	V68141930	GALASSO'S BAKERY	11/06/20		MW	1313-5310-0-9519-0000-0000-000	4,315.74
68	00298276	V68114146	GOLD STAR FOODS INC	11/06/20		MW	1313-5310-0-9519-0000-0000-000	256,477.38
68	00298277	V68154992	SAPORITO, DEBRA	11/06/20		MW	1313-9700-0-9653-0000-0000-002	138.00
68	00298396	V68164106	BORJA, VANESSA	11/12/20		MW	1313-9700-0-9651-0000-0000-000	61.00
68	00298397	V68164098	BRILES, TRACY	11/12/20		MW	1313-9700-0-9653-0000-0000-003	60.25
68	00298398	V68999999	CDTFA	11/12/20		MW	1313-5310-0-9519-0000-0000-000	29.00
68	00298399	V68164100	COLVIN, KELLY	11/12/20		MW	1313-9700-0-9652-0000-0000-024	55.75
68	00298400	V68164114	CURTISS, SARAH	11/12/20		MW	1313-9700-0-9651-0000-0000-000	59.25
68	00298401	V68164104	DESOLA, BRITT	11/12/20		MW	1313-9700-0-9651-0000-0000-000	128.50
68	00298402	V68130403	DOMINOS PIZZA	11/12/20		MW	1313-5310-0-9519-0000-0000-000	11,795.50
68	00298403	V68164115	ENGLEBRIGHT, NESSA	11/12/20		MW	1313-9700-0-9653-0000-0000-005	30.75
68	00298403	V68164115	ENGLEBRIGHT, NESSA	11/12/20		MW	1313-9700-0-9652-0000-0000-026	27.75
68	00298404	V68130047	HOLLANDIA DAIRY INC.	11/12/20		MW	1313-5310-0-9519-0000-0000-000	35,900.73
68	00298405	V68164116	JACKSON, SCOTT	11/12/20		MW	1313-9700-0-9652-0000-0000-023	171.50
68	00298406	V68164105	LANDRIGAN, BETH	11/12/20		MW	1313-9700-0-9651-0000-0000-000	20.00
68	00298407	V68164119	MCTYRE, RACHAEL	11/12/20		MW	1313-9700-0-9651-0000-0000-000	62.00
68	00298408	V68164108	MEJIA, ANABEL	11/12/20		MW	1313-5310-0-5213-0000-3700-000	25.88
68	00298409	V68164101	MURPHY, AMBER	11/12/20		MW	1313-9700-0-9651-0000-0000-000	95.50
68	00298410	V68164118	PALKA, PIOTR	11/12/20		MW	1313-9700-0-9653-0000-0000-003	25.55
68	00298410	V68164118	PALKA, PIOTR	11/12/20		MW	1313-9700-0-9652-0000-0000-027	22.25
68	00298411	V68164102	PORTER, KRISTA	11/12/20		MW	1313-9700-0-9651-0000-0000-000	121.00
68	00298412	V68155758	REFRIGERATION CONTROL COMPANY	11/12/20		MW	1313-5310-0-5671-0000-3700-000	2,900.89
68	00298413	V68164103	SCHAEFER, JOHN	11/12/20		MW	1313-9700-0-9651-0000-0000-000	67.25

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
 from 10/28/2020 to 11/16/2020

Attachment 2  
 Page 29 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298414	V68164099	THURMAN, MICHELLE	11/12/20		MW	1313-9700-0-9653-0000-0000-004	46.25
68 00298414	V68164099	THURMAN, MICHELLE	11/12/20		MW	1313-9700-0-9652-0000-0000-028	38.25
68 00298415	V68164117	VORAKOUMANE, SIS	11/12/20		MW	1313-9700-0-9651-0000-0000-000	11.00
68 00298416	V68164107	ZEMBRUSKI, JOY	11/12/20		MW	1313-9700-0-9651-0000-0000-000	9.40
<b>SUBFUND 1313 Total:</b>							343,921.06

EXHIBIT #6

63 of 423

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
 from 10/28/2020 to 11/16/2020

Attachment 2  
 Page 30 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298089	V68066514	NMG GEOTECHNICAL INC	10/29/20		MW	1414-0000-0-6240-0000-8500-004	5,666.00
68 00298258	V68152347	KYA SERVICES LLC	11/05/20		MW	1414-0000-0-5605-0000-8110-024	30,139.04
68 00298259	V68155646	MOHAWK COMMERCIAL Inc	11/05/20		MW	1414-0000-0-5605-0000-8110-061	19,273.12
68 00298260	V68146319	STORAGECONTAINER.COM	11/05/20		MW	1414-0000-0-5605-0000-8110-002	10,990.50
<b>SUBFUND 1414 Total:</b>							66,068.66

EXHIBIT #6

64 of 423

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
 from 10/28/2020 to 11/16/2020

Attachment 2  
 Page 31 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298150	V68153470	KOURY ENGINEERING & TESTING	11/02/20		MW	2525-9803-0-6290-0000-8500-002	2,080.00
68 00298323	V68161776	J.M. KING CONSULTING INC.DBA K	11/09/20		MW	2525-9803-0-5800-0000-8500-000	740.00
68 00298324	V68150282	SILVER CREEK INDUSTRIES INC	11/09/20		MW	2525-9803-0-6200-0000-8500-015	26,862.91
68 00298417	V68153379	R. JENSEN CO INC	11/12/20		MW	2525-9803-0-6270-0000-8500-015	92,376.10
68 00298512	V68079541	SCHOOL FACILITY CONSULTANTS	11/13/20		MW	2525-9803-0-5800-0000-8500-000	707.50
68 00298513	V68160114	VITAL INSPECTION SERVICES INC.	11/13/20		MW	2525-9803-0-6290-0000-8500-015	4,512.00
<b>SUBFUND 2525 Total:</b>							127,278.51

EXHIBIT #6

65 of 423

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
from 10/28/2020 to 11/16/2020

Attachment 2  
Page 32 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298151	V68163059	SALEM ENERGY SAVERS INC DBA ES	11/02/20		MW	4040-9800-0-6290-0000-8500-050	1,870.00
68 00298208	V68159758	TYR INC.	11/04/20		MW	4040-9871-0-6290-0000-8500-004	15,200.00
68 00298325	V68158105	GREEN DINOSAUR INC	11/09/20		MW	4040-9800-0-5815-0000-8500-024	1,181.25
68 00298325	V68158105	GREEN DINOSAUR INC	11/09/20		MW	4040-9871-0-5815-0000-8500-004	975.00
68 00298418	V68147396	PUBLIC ECONOMICS INC.	11/12/20		MW	4040-0000-0-5800-0000-8500-000	100.73
68 00298514	V68150287	PLACEWORKS	11/13/20		MW	4040-9850-0-6240-0000-8500-000	153.00
68 00298515	V68161132	SANDY PRINGLE ASSOCIATES INC.	11/13/20		MW	4040-9800-0-6290-0000-8500-024	15,580.00
<b>SUBFUND 4040 Total:</b>							35,059.98

EXHIBIT #6

66 of 423



**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
 from 10/28/2020 to 11/16/2020

Attachment 2  
 Page 33 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298209	V68122828	CORVEL ENTERPRISE COMP INC	11/04/20		MW	6768-0000-0-9516-0000-0000-000	142,732.08
68 00298209	V68122828	CORVEL ENTERPRISE COMP INC	11/04/20		MW	6768-0000-0-5800-0000-6000-000	8,154.02
<b>SUBFUND 6768 Total:</b>							150,886.10

EXHIBIT #6

67 of 423

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
 from 10/28/2020 to 11/16/2020

Attachment 2  
 Page 34 of 35

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00298031	V68150703	MEBA C/O	10/28/20		MW	6769-0000-0-5800-0000-6000-000	61,210.31
68 00298090	V68150703	MEBA C/O	10/29/20		MW	6769-0000-0-5800-0000-6000-000	4,534,049.14
68 00298210	V68150703	MEBA C/O	11/04/20		MW	6769-0000-0-5800-0000-6000-000	69,558.91
68 00298278	V68149217	CANDELARIO, MYLA	11/06/20		MW	6769-0000-0-8674-0000-0000-000	117.59
68 00298279	V68059949	UNUM LIFE INSURANCE CO OF AMER	11/06/20		MW	6769-0000-0-5800-0000-6000-000	15,272.74
68 00298280	V68161467	UNUM LIFE INSURANCE CO OF AMER	11/06/20		MW	6769-0000-0-5800-0000-6000-000	24,523.87
68 00298419	V68150703	MEBA C/O	11/12/20		MW	6769-0000-0-5800-0000-6000-000	65,381.52
<b>SUBFUND 6769 Total:</b>							4,770,114.08

EXHIBIT #6

68 of 423

**CAPISTRANO USD**  
**Consolidated Check Register w. Account**  
 from 10/28/2020 to 11/16/2020

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00298420	V68151411 CAPISTRANO USD	11/12/20		MW	6770-0000-0-9516-0000-0000-000	4,461.44
<b>SUBFUND 6770 Total:</b>							4,461.44
<b>Grand Total:</b>							13,452,105.79

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
A2Z Construct Inc.	Bid No. 2021-09, Philip Reilly Elementary School Shade Structure	11/18/2020
ALC Schools, LLC (formally American Logistics Co., LLC)	Bid No. 1718-08, Outsource Transportation Services	7/26/2017
American Technologies, Incorporated	Independent Contractor Agreement No. 1920269 for Emergency COVID-19 Procedures	3/25/2020
Anixter, Inc. dba Clark Security Products	County of Orange, OC Public Works, Contract No. MA-080-18011813, Locks and Locking Devices	5/22/2019
Arizona Continental Flooring Co.	California Multiple Award Schedule (CMAS) Contract Nos. 4-15-56-0059A and 4-08-72-0003G for Flooring Material and Related Services	4/19/2017
Asphalt, Fabric & Engineering, Inc.	Bid No. 1920-07, Tesoro High School Turf and Sand Volleyball Court Project	4/29/2020
ASSI Security	State of California Multiple Award Schedule Contract No. 3-19-84-0057B, General Services Administration Schedule No. GS-07F-225CA, Purchase, Warranty, Installation, and Maintenance of Security Systems, Fire Alarm Systems, Physical Access Control Systems, Facility Management Systems, and Locking devices	7/17/2019
Astra Builders, Incorporated	Bid No. 1920-08, CCA Portable Classroom Project At Capistrano Valley High School - College And Career Advantage	6/17/2020
AstroTurf Corp.	State of California Multiple Award Schedule Contract No. 4-20-00-0130A, Base Schedule No. AEPA IFB# 020-A, Purchase, Warranty, Installation, And Maintenance of Athletic Surfaces	11/18/2020
Balfour Beatty	RFP 6-1718, Preconstruction & Construction Management Services	5/23/2018
Ben's Asphalt, Inc.	Bid No. 1819-13, Asphalt Paving, Sealcoating, and Concrete Repairs	5/22/2019
Better Life Organics dba Charlie's Produce	Bid No. 1819-12, Fresh Produce (Fruits & Vegetables) Products and Services	6/12/2019
Blue Violet Networks, LLC	California Multiple Award Schedule (CMAS) Contract No. 3-16-84-0052A, Supplement No. 1 for Purchase and Warranty of Video Surveillance Hardware, Maintenance, Software and Software Maintenance as a Product	11/16/2016
Borderlan, Inc.	State of California Multiple Award Schedule Contract No. 3-19-70-3372C, General Services Administration Schedule No. GS-35F-189BA, Purchase and Warranty of Information Technology Goods and Services	3/18/2020

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
Cal Building Systems	Bid No. 1819-11, Fire Alarm Inspection Services - Cal Building Systems, Time and Alarm Systems	3/13/2019
California School Boards Association	Government Meeting Management Software	4/25/2018
Cannon U.S.A, Inc.	WSCA-NASPO Valuepoint Master Agreement No. 3091, California Participating Addendum No. 7-15-70-23, Copiers, Printers, Related Devices and Associated Services	4/25/2018
Carahsoft Technology Corp.	California Multiple Award Schedule (CMAS) Contract No. 3-12-70-2247E for Various Information Technology Goods and Services	4/19/2017
Carrier Corporation	California Multiple Award Schedule Contract No. 4-20-51-0084A, General Services Administration Schedule No. GS-06F-0035M, Purchase and Warranty of Non-Information Technology Goods and Services	7/15/2020
CDW Government, LLC	Irvine Unified School District Bid No. 19/20-01 IT, Technology Equipment and Peripherals	2/19/2020
CJK Construction Management	RFP 6-1718, Preconstruction & Construction Management Services	5/23/2018
Co-Curricular Bus Service - Various Vendors	Bid No. 1819-10, Co-Curricular Bus Service -Various Vendors	2/27/2019
Consolidated Electrical Distributors, Inc.	Bid No. 1718-01, Electrical Supplies and Materials	6/28/2017
ConvergeOne	RFP No. 1-1718, E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018 - Awarded SMARTNET, Without Maintenance and Project Management, Nexus and Firewall, and Nexus and Firewall Basic Maintenance	4/19/2017
ConvergeOne	California Multiple Award Schedule (CMAS) Contract No. 3-18-70-248K for Information Technology Goods & Services	5/23/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. AR233, California Participating Addendum No. 7-14-70-04 for Data Communication Equipment and Services	5/23/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. MNWNC-108, California Participating Addendum No. 7-15-70-34-003 for Computer Equipment (Desktops, Servers, and Storage including Related Peripherals and Services)	5/23/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. AR615, California Participating Addendum No. 7-14-70-15 for Data Communication Equipment and Services	5/23/2018

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. MNNVP-133, California Participating Addendum No. 7-15-70-34-001 for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including Related Peripherals and Services)	5/23/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. AR626, California Participating Addendum No. 7-14-70-11 for Data Communication Equipment and Services	5/23/2018
ConvergeOne	State of California Multiple Award Schedule Contract No. 3-18-70-2486K, General Services Administration Schedule No. GS-35F-0563U, Information Technology Goods and Services	7/25/2018
ConvergeOne	State of California Multiple Award Schedule Contract No. 3-18-70-2486h, General Services Administration Schedule No. GS-35F-0143R to Purchase Network Infrastructure Products - Convergeone, Incorporated	10/11/2018
Cordoba	RFP 6-1718, Preconstruction & Construction Management Services	5/23/2018
Cox Business	RFP No. 1-1718, E-Rate Categories One-Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services. Awarded Category 1	4/19/2017
Cox California Telcom, LLC	RFP No 2-1718, Telecommunications Services (VOICE)	6/28/2017
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 10-13, Wide Area Network Services	1/22/2014
CR&R	Bid No. 1516-24, Service to Collect, Recycle, and Dispose of Solid Waste District Wide	5/25/2016
Culver-Newlin, Incorporated	Torrance Unified School District Bid No. 10-04.09.19, Classroom and Office Furniture	7/15/2020
Culver-Newlin, Incorporated	San Bernardino County Superintendent of Schools Bid No. 17/18-0955, Furniture: Systems and Stand Alone	8/21/2019
Dave Bang Associates, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-15-78-0013E for Fitness Equipment and Park and Playground Equipment	10/14/2015
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 18-02, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters and Athletic Equipment	3/14/2018
Davy Architects	RFQ No. 4-1617, Architectural Services	4/19/2017
Diamond Fitness Systems, Inc.	State of California Multiple Award Schedule Contract No. 4-19-78-0092B, General Services Administration Schedule No. GS-03F-0026W, Purchase, Warranty, and Installation Fitness Equipment, Mats, Flooring and Wall Padding	2/19/2020

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
Dimension Data	RFP No. 1-1617, E-Rate Multiple Categories	5/25/2016
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for Information Technology Goods & Services	10/14/2015
Dominos Pizza	RFP No. 4-1718, Fresh Daily, Pre-baked Ready to Serve Delivered Pizza Service	8/23/2017
Dude Solutions	Association of Educational Purchasing Agencies Bid No. 016, Facilities Management Software - Dude Solutions	6/20/2018
Dude Solutions	Association of Educational Purchasing Agencies Bid No. 020-D, Facilities Management Software - Dude Solutions	9/23/2020
E. Stewart & Assoc, Inc.	Bid No. 1819-01, Weed Abatement	7/25/2018
E-Rate Multiple Categories to Multiple Vendors	RFP No. 3-1819, E-Rate Multiple Categories - Multiple Vendors	3/13/2019
EMC Corporation	State of California Multiple Award Schedule (CMAS) Nos. 3-14-70-2486F and 3-15-70-2486E. #MNWNC-109 for Information Technology Goods and Services as Needed	3/22/2017
Epic Machines, Inc.	California Multiple Award Schedule Contract (CMAS) Contract No. 3-14-70-3108A, GSA Schedule No. GS-35F-0511T, Purchase and Warranty of Hardware and Software, Software Maintenance and Installation of Cisco Brand Products	10/22/2014
Fleet Vehicles - Cars - Multiple Vendors	State of California Contract No. 1-18-23-10 A Through H, Supplement 2, Fleet Vehicles and Cars - Multiple Vendors	12/12/2018
Fleet Vehicles - Trucks - Various Contractors	State of California Contract No. 1-18-23-20 A Through I, Fleet Vehicles - Trucks - Various Contractors	7/25/2018
Fleet Vehicles - Vans and SUV's - Multiple Vendors	State of California Contract No. 1-18-23-23, A Through H, Supplement 2, Fleet Vehicles, Vans and SUVs - Multiple Vendors	12/12/2018
Galasso's Bakery	Bid No. 1718-10, Fresh Bread and Bakery Products	7/26/2017
Ganahl Lumber Company	County of Orange, OC Public Works, Contract No. MA-080-18010280, Miscellaneous Building Supplies and Material, Maintenance and Repair of Structural, Mechanical, Electrical, Plumbing and Finishes of County Buildings	2/27/2019
Ghatoade Bannon Architects	RFP No. 4-1617, Architectural Services	4/19/2017
Gilbert & Stearns, Inc.	Bid No. 1617-07, Electrical, Fire Protection & Low Voltage Systems Service	12/14/2016

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
Gold Star Foods	Bid No. 1718-03, Frozen, Refrigerated, Processed Commodity, Dry Food and Beverage Products and Services	6/28/2017
Gold Star Foods	Bid No. 1819-12, Fresh Produce (Fruits & Vegetables) Products and Services	3/13/2019
Graybar Electric Company, Inc.	State of California Multiple Award Schedule Contract No.4-19-51-0083A, General Services Administration Scheudle No. GS-21F-0003U, Puchase and Warranty Of Non-Information Technology Goods and Services	6/17/2020
Hamel Contracting, Inc.	Bid No. 1819-14, Dana Hills High School Kitchen Modernization	4/25/2019
Hewlett Packard Company/Sigmanet, Inc.	State of California Multiple Award Schedule (CMAS) Nos. 3-14-70-2486F and 3-15-70-2486E. #MNWNC115 for Information Techology Goods and Services As Needed	3/22/2017
HMC Architects	RFP No. 4-1617, Architectural Services	4/19/2017
Hollandia Dairy	Bid No. 1617-19, Milk and Dairy Products	4/19/2017
Hoonuit, LLC	Education Technology Joint Powers Authority Master Contract	11/18/2020
Illuminate Education, Inc.	RFP No. 8-161, Assessment Delivery and Data Management System (ADDMS)	6/7/2017
Information and Non-Information Technology Goods and Services - Various Vendors	State of California Multiple Award Schedule Contract NOS. 3-15-84-0042A, 3-15-84-0042C, 3-15-84-0042D, 3-16-70-2382B, 3-18-70-3176C, 3-18-84-0042E, AND 4-17-84-042E, General Services Administration Schedule NOS. GS-07F-0298J, GS-07F-0200W, GS-07F-206CA, GS-35F-183DA, GS-35F-0499N, 47QSWA18D0022, AND GS-07F-0326T, Information and Non-Information Technology Goods and Services- Various Vendors	1/24/2019
Inspector of Record - Multiple Vendors	RFP No. 1-1819, Inspector of Record - Multiple Vendors	2/27/2019
Investigative Services - Multiple Vendors	RFP No. 1-1920, Investigative Services	12/11/2019
Just-In-Time	Corona-Norco Unified School District Bid No. 2018/2019-023 - Just-In-Time Office & Classroom Supply	3/13/2019
Keystone Builders, Inc.	Bid. No. 1819-17, Palisades Elementary School Modernization Project	4/25/2019
KYA Services, LLC	State of California Multiple Award Schedule Contract NO. 4-17-72-0057B, General Services Administration Schedule No. GS-03F-102GA, Purchase, Warranty and Installation of Floor Covering and Related Products	1/24/2018



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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
KYA Services, LLC	State of California Multiple Award Schedule Contract NO. 4-18-78-0089A, General Services Administration schedule NO. GS-07F-5560P, Purchase, Warranty and Installation of Sport Facility Flooring	6/20/2018
KYA Services, LLC	State of California Multiple Award Schedule Contract NO. 4-19-78-0089B, General Services Administration schedule NO. GS-07F-5560P, Purchase, Warranty and Installation of Sport Flooring Surfaces and Related Products	6/12/2019
KYA Services, LLC	State of California Multiple Award Schedule Contract No. 4-19-72-0057D, General Services Administration Schedule No. GS-03F-014AA, Purchase, Warranty, and Installation of Bentley Mills Flooring Surfaces and Related Products	8/21/2019
Liberty Paper	Anaheim Union High School District Bid No. 2016-09 - Multi-Purpose Copy Paper	4/27/2016
Lopez Works, Inc.	Bid No. 1819-06, Parking Lot Sweeping Services	2/27/2019
LPA, Inc	RFP No. 4-1617, Architectural Services	4/19/2017
MGPA Architecture	RFP No. 4-1617, Architectural Services	4/19/2017
Mohawk Commercial, Inc.	No. 4-18-00-0085B, General Services Administration Schedule No. 121715-MCD, Purchase, Warranty, and Installation of Floor Covering Products and Related Products	6/12/2019
Mohawk Commercial, Inc.	No. 4-20-00-0085C, General Services Administration Schedule No. 080819-MCD, Purchase, Warranty, and Installation of Floor Covering Products and Related Products.	4/30/2020
Mobile Communications Repair	Bid No. 1617-08, Two-Way Radio, Push To Talk & Ancillary Equipment & Related Support & Maintenance Services	6/28/2017
New Dimension General Construction	Bid No. 1718-21, Dana Hills High School Structural Repairs	5/23/2018
New Dynasty Construction Company	Bid No. 1920-04, Aliso Niguel High School STEM Building Project	12/11/2019
Nicole Miller & Associates, Inc.	RFP No. 7-1617 - Investigative Services	6/7/2017
Nigro & Nigro PC	RFP No. 2-1617 - Financial Auditing Services	3/22/2017
Non-Infomtaion Technology Goods and Services - Various Vendors	State of California Multiple Award Schedule Contract Nos. 4-18-23-0049A, 4-18-23-0049B, 4-18-51-0061A, 4-18-51-0061C, 4-18-56-0071A, 4-18-56-0071B, 4-18-84-0063A, and 4-18-84-0063B, Non Information Technology Goods and Services - Various Vendors	4/25/2019

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
Office Depot	Newport-Mesa Unified School District Bid No. 104-18, Office and School Supplies and Equipment	12/12/2018
Ohno Construction Company	Bid No. 1819-20, Capistrano Valley High School Turf Replacement, Capistrano Valley High School Softball Scoreboard, and San Clemente High School Softball Scoreboard	6/12/2019
PBK Architects	RFQ No. 4-1617, Architectural Services	4/19/2017
PJHM Architects, Inc.	RFP No. 4-1617, Architectural Services	4/19/2017
P&R Paper Supply Co.	Bid No. 1819-07, Paper and Plastic Products for Food and Nutrition Services	1/24/2019
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1516-03, Plumbing Services	6/22/2016
Painting and Décor, Inc.	Bid No. 1718-18, Chaparral Elementary School Playground Modernization and Repaint	5/23/2018
Paragon	RFP No. 1-1718, E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017- 2018 - Awarded Category 2	4/19/2017
Paul C. Miller Construction Co., Inc.	Bid No. 1920-05, Newhart Middle School STEAM Building Project	12/11/2019
Periscope Holdings, Inc.	Master SAAS and Services Agreement	2/19/2020
Pinnacle Petroleum Inc.	Placentia-Yorba Linda Unified School District Bid No. 220-02, Fuel (Gasoline and Diesel)	8/21/2019
PlanITROI	Master Services Agreement 2020	10/21/2020
Pritchard Supply, Inc. dba Johnstone Supply	MA-080-16012279, Air Filters and Related Supplies - Pritchard Supply, Inc. dba Johnstone Supply	6/20/2018
Pritchard Supply, Inc. dba Johnstone Supply	MA-080-17011831, Heating, Ventilation and Air Conditioning Parts and Equipment - Pritchard Supply, Inc. dba Johnstone Supply	6/20/2018
Prime Painting Contractors, Inc.	Bid No. 1718-02, Painting and Other Coating Services	6/28/2017
Progressive Design Playgrounds	California Multiple Award Schedule Contract No. 4-03- 78-0023A for Playground and Outdoor Equipment and Related Services	3/22/2017
Progressive Design Playgrounds	State of California Multiple Award Schedule Contract No. 4-03-78-0023A, General Services Administration Schedule No. GS-07F-0542M, Purchase, Warranty, and Installation of Park and Playground Equipment, Turf and Accessories, and Other Outdoor Equipment and Related Services	2/19/2020
Q Fence and Fabrication, Inc.	Bid No. 1516-05, Fence Repairs and Maintenance	6/10/2015

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
R. Jensen Co., Inc.	Bid No. 1718-19, Aliso Viejo Middle School Modular Classrooms	5/23/2018
R. Jensen Co., Inc.	Bid No. 2021-07, Bridges Community Day High School Restroom Portable Project	8/19/2020
Refrigeration Control Co Inc.	Bid No. 1718-09, Refrigeration and Ice Machine Equipment Repair Service and Preventative Maintenance Services	9/13/2017
Ricoh USA, Inc.	WSCA-NASPO Valuepoint Master Agreement No. 3091, California Participating Addendum No. 7-15-70-25 for Copiers, Printers, Related Devices and Associated Services	5/23/2018
Robertson Industries, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-11-78-0003C for Playground Surfacing and Related Services	4/19/2017
School Loop	RFP No. 3-1617 - Learning Management System. Software and Services to Support Course Management and a Virtual Learning Environment	4/19/2017
School Specialty	San Diego Unified School District Bid No. GD19-0545-03, Classroom Science, Technology, Engineering, Art, and Math (STEAM) Supplies - School Specialty, Incorporated	10/16/2019
2nd Gear/Insight Systems Exchange	Bid No. 1516-13, Refurbished Computer Equipment	10/28/2015
SHI International Corp.	Simi Valley USD RFP 10-14-14, Microsoft Products	2/11/2015
Silver Creek Industries, Inc.	Centralia School District Project No. CEPU, #N15-2017/18, 2017 Districtwide Contract For The Purchase And Installation Of DSA Approved Portable Buildings	3/25/2020
Softchoice Corporation	Kings County Office of Education, Project No. 061119 Microsoft Products COE-Wide	1/15/2020
Southwest School Supply	Corona-Norco Unified School District Bid No. 2018/2019-023 - JIT Classroom & Office Supplies	3/13/2019
Sparkletts	Regional Cooperative Agreement Contract Number RCA -017-18010016 Between County of Orange/County Procurement Office and DS Services of America, Incorporated DBA Sparkletts For Bottled Water	8/22/2018
Spicers Paper, Inc.	Fontana Unified School District Bid No. 18/19-1505, Paper Products for Printing Services	12/12/2018
Supply Solutions	No. 4-18-75-0059C, General Services Administration Schedule No. GS-02F-0207X, Purchase and Warranty of Office Products, And Restroom Supplies And Accessories	11/18/2020

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
T-Mobile USA, Inc.	NASPO Valuepoint (Formerly Known As Western States Contracting Alliance) Contract No. 1907 For Technology Goods	3/25/2020
Tarkett USA, Inc.	State of California Multiple Award Schedule Contract No. 4-20-00-0126B, Base Schedule No. 080819-TFU, Purchase, Warranty, Maintenance, and Installation of Carpet And Floor Coverings	11/18/2020
TELACU Construction Management	RFP 6-1718, Preconstruction & Construction Management Services	5/23/2018
Time and Alarm Systems	Bid No. 1819-11, Fire Alarm Inspection Services - Cal Building Systems, Time and Alarm Systems	3/13/2019
Val-Pro, Inc. dba Valley Fruit & Produce Co.	Bid No 1617-05, Fresh Produce (Fruits & Vegetables) Produces and Services	9/28/2016
Vector Resources, Inc.	California Multiple Award Schedule (CMAS) Contract Nos. 3-08-70-0876Y, 3-11-70-0876AG, 3-13-70-0876AL, 3-15-70-0876AM, 3-15-84-0018B, 3-16-70-2382B, 3-11-70-0876AK, 03-01-70-0879H, 03-08-70-0876W and 3-16-84-0018C, General Services Administration Schedule Nos. GS-35F-0505U, GS-35F-0563U, GS-35F-0308U, GS-35F-0511T, GS-07F-0206W, GS-35F-183DA, GS-35F-0143R, GS-35F-4748G, GS-35F-0814N and GS-07F-0200W Respectively, Information Technology Goods and Services	12/14/2016
Vector Resources, Inc.	State of California Participating Addendum No. 7-14-70-06 With WSCA-Naspo master Price Agreement Number AR1464 and State of California Multiple Award Schedule Contract No. 3-11-70-0876AK to Purchase Network Infrastructure Products - Vector Resources, Incorporated	9/12/2018
Vector USA	RFP No. 1-1718, E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018. Awarded Category 2	4/19/2017
Waterline Technologies, Inc	Los Angeles Unified School District, Contract No. 4400006668, Swimming Pool Chemicals and Supplies	2/27/2019
Weatherproofing Technologies	State of California Multiple Award Schedule Contract No. 4-18-00-0118A, California Department of General Services Base Schdule No. Association of Educational Purchasing Agencies IFB-017-F, Purchase, Warranty, and Installation of Roofing and Related Services	2/27/2019
West Coast Arborists, Inc.	Bid No. 1617-02, Tree Trimming Maintenance Service	1/25/2017
WLC Architect	RFP No. 4-1617 - Architectural Services	4/19/2017

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

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
Woodcliff Corporation	Bid No. 1819-18, Ambuehl Elementary School Renovation	5/22/2019
X-Act Technology Solutions Inc.	Bid No. 1617-07, Electrical, Fire Protection & Low Voltage Systems Service	12/14/2016
Zoll Medical Corporation	State of California Contract No. 4-14-65-0028A, Non- Information Technology Goods	4/25/2019
Zonar Systems, Inc	RFP No. 4-1920, Global Positioning System	2/19/2020

**VENDOR PAYMENTS OVER 250K AS OF 11/16/20****20/21**

<b>Vendor Name</b>	<b>Total Dollar Amount</b>
A Z BUS SALES INC	982,925.88
ADVANTAGE WEST INVESTMENT ENTERPRISES INC	404,536.66
AP EXAMS	311,121.00
ASCIP	3,618,057.31
ASPHALT FABRIC & ENGINEERING INC	320,049.43
ASTRA BUILDERS INC.	417,040.71
ATKINSON ANDELSON LOYA	478,776.81
BENS ASPHALT	790,203.75
CAPISTRANO CONNECTIONS ACADEMY	9,219,788.00
CDWG Inc	1,611,653.30
COLLEGE AND CAREER ADVANTAGE	1,272,000.00
COLLEGE BOARD	367,850.43
COMMUNITY ROOTS ACADEMY	1,718,259.00
CORVEL ENTERPRISE COMP INC	1,099,580.21
COUNTY OF ORANGE	257,823.87
CULVER-NEWLIN INC	785,089.83
FERGUSON ENTERPRISES INC.	309,901.64
GOLD STAR FOODS INC	353,283.88
HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	439,808.93
JOURNEY CHARTER SCHOOL	1,340,639.00
MACMILLAN HOLDINGS LLC	975,450.68
MARDAN SCHOOL	295,855.44
MEBA C/O	24,039,358.65
NEW DYNASTY CONSTRUCTION COMPANY	1,230,165.41
NEW VISTA SCHOOL	320,399.40
OCDE	255,000.00
OPPORTUNITY FOR LEARNING	3,428,403.32
ORANGE COUNTY ACADEMY OF	1,162,031.00
ORANGE COUNTY DEPT OF EDUC	1,659,068.26
OXFORD ACADEMY	1,848,193.00
P5 GRAPHICS AND DISPLAYS INC.	315,073.46
PAUL C MILLER CONSTRUCTION CO	1,051,507.99
PDPLAY	825,234.00
PORTVIEW PREPARATORY INC	338,018.84
SAN DIEGO GAS & ELECTRIC	2,623,397.07
SILVER CREEK INDUSTRIES INC	635,146.73
SOUTHERN CALIFORNIA EDISON	547,923.23
SOUTHWEST SCHOOL & OFFICE SUPPLY	476,300.97
TELACU CONSTRUCTION MANAGEMENT INC.	496,790.00
US BANK	1,013,846.25
US BANK	3,286,885.59
US BANK NATIONAL ASSOCIATION	1,278,859.59

**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: December 16, 2020

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

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**HISTORY**

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

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

**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

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

**FINANCIAL IMPLICATIONS**

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

**STAFF RECOMMENDATION**

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

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

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



DECEMBER 16, 2020 BOARD MEETING  
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,  
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

**New Agreements**

TYPE	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	2021178	Gift Funds	Meet the Masters, Incorporated	Provide art distance learning to District students	9-1-20 to 6-30-21	\$100,000.00
ICA	2021179	Special Education	The Speech Pathology Group, Incorporated	Provide speech therapy and assessment services to District students as directed by District administration	11-1-20 to 6-30-21	\$150,000.00
PSA	2021180	Special Education	Autism Behavior Services, Incorporated	Provide independent educational evaluations (IEE) in the area of functional behavior assessment	10-1-20 to 6-30-21	\$10,000.00
ICA	2021181	Deferred Maintenance	Guida Surveying, Incorporated	Provide topographic encroachment survey for the Capistrano Valley High School	11-1-20 to 6-30-21	\$5,493.00
ICA	2021182	Routine Repair & General Maintenance	Assured Fire Systems Incorporated	Provide annual/5 year sprinkler and fire hydrant inspections and provide service and repairs as needed	12-1-20 to 6-30-21	\$68,011.50
FSA	2021183	Deferred Maintenance	R.M. Systems, Incorporated	Provide labor and material for replacement of existing fire alarm copper network communication system with fiber parts, strand fiber, connectors, and modules equipment at Capistrano Valley High School	12-17-20 to upon completion	\$55,744.21
PSA	2021184	Special Education	All of Nutrition, LLC	Provide nutrition coaching for District students	11-10-20 to 6-30-21	\$3,000.00

\$392,248.71

DECEMBER 16, 2020 BOARD MEETING  
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,  
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

**Amendments**

TYPE	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
PSA	2021053	Special Education	Autism Spectrum Therapies	Provide independent educational evaluation (IEE) in the area of functional behavior assessment	Increase contract value from \$3,000 to \$8,000	\$5,000.00
ICA	2021066	Special Education	3 Chords, Incorporated dba Therapy Travelers	Provide substitute/temp staff to cover speech services, occupational therapy, physical therapy, school psychologist for District students	Replace rate sheet Exhibit A with revised Exhibit A-1 rate sheet	

\$5,000.00

FSA - Field Service Agreement  
ICA - Independent Contractor Agreement  
ICASS - Independent Contractor Agreement for Special Services  
LSA = Legal Services Agreement  
MAAS - Master Agreement For Architectural Services  
\*MCA - Master Contract Agreement  
PA - Project Addendum  
PSA - Professional Services Agreement

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



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **December 17, 2020** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### MEET THE MASTERS, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO).

Term of Agreement. The term of this base Agreement is from **September 1, 2020 through June 30, 2021** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : December 16, 2020

### Contractor

Signature: \_\_\_\_\_  
 Name: Sonya Stone  
 Title: Director of Services Schools  
 Address: 11720 Lemonwood Ct.  
Fontana, CA 92337  
 Email Address: sonya@meetthemasters.com

## EXHIBIT A



### Fee Schedule

#### Meet the Masters Distance Learning options 2020-2021

We offer 15 Distance Learning artists units \$325 per artist.

#### Individual Supply kits

**Basic Kit**= \$5.00 *no charge for pick up in our Lake Forest Location*

*S&H= \$6.00 for individual kits/\$20 for multiple kits*

1 box of oil pastels

1 small box of crayons

**Premium kit** \$10.00 *no charge for pick up in our Lake Forest Location*

*S&H= \$6.00 for individual kits/\$20 for multiple kits*

1 small box of crayons

Black Marker & 2 colors of Powdered tempera (Miro, Escher)

3 cotton balls (Escher, Hopper)

Brown marker (Da Vinci)

Brush, black tempera & cup (Hokusai)

1 sandpaper strip, White tempera & 4 long Q-tips (Hopper)



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **December 17, 2020** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### THE SPEECH PATHOLOGY GROUP, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$150,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **November 1, 2020 through June 30, 2021** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : December 16, 2020

### Contractor

Signature: \_\_\_\_\_  
 Name: Susan Stark  
 Title: President  
 Address: 2021 Ygnacio Valley Road, C-103  
Walnut Creek, CA 94598  
 Email Address: susan.stark@speech.path.com



## The Speech Pathology Group, Inc. (SPG)

### Contact Information

Susan Stark, Valerie Siino  
 2021 Ygnacio Valley Rd., C-103  
 Walnut Creek, CA 94598  
 Phone: 925.945.1474  
 Fax:

[Print](#)
[Back](#)

Email: [susan.stark@speechpath.com](mailto:susan.stark@speechpath.com)

### Program Information

Service	Location	Category	Basis	2019-2020	2020-2021
Speech Language Pathologist			Day	733.00	733.00
Speech and Language Evaluation / Assessment			Hour	125.00	125.00
Speech/Language Pathologist Bilingual			Hour	820.00	820.00
AAC			Hour	125.00	125.00
Assistive Technology			Hour	125.00	125.00
Occupational Therapy & Physical Therapy			Day	733.00	733.00
Psychological Services			Hour	152.00	152.00
BII (Interventionist)			Hour	82.00	82.00
BID			Hour	135.00	135.00



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **December 17, 2020** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

### AUTISM BEHAVIOR SERVICES, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$10,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **October 1, 2020 to June 30, 2021**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

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

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

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : December 16, 2020

### Contractor

Signature: \_\_\_\_\_  
 Name: Dr. Rosa Patterson  
 Title: Executive Director  
 Address: 2080 N. Tustin Ave, Suite B  
Santa Ana, CA 92705  
 Email Address: drpatterson@autismbehaviorservices.com

## NPA03 – Services and Fees

Please provide information on all services for which you are seeking certification

**NPA Name:** Autism Behavior Services, Inc.

Related Services	Service Abbreviation	Fees	Time Allotment (per hour, day, or month?)
Adapted Physical Education (5 CCR 3051.4)	APE		
Assistive Technology Services (5 CCR 3051.19)	ATS		
Audiological Services (5 CCR 3051.2)	AS		
Behavior Intervention - Design or Planning (5 CCR 3051.23)	BID	\$175	Per Hour
Functional Behavior Assessment (FBA) by BCBA	FBA	\$175	Per Hour / Not to Exceed \$5,000
Functional Behavior Assessment (FBA) by Dr. Rosa Patterson	FBA	\$250	Per Hour / Not to Exceed \$5,000
Behavior Intervention – Implementation (5CCR 3051.23)	BII	\$77.60	Per Hour
Counseling and Guidance Services (5 CCR 3051.9)	CG	\$175	Per Hour
Early Education Programs for Children with Disabilities (5 CCR 3051.20)	EE		
Health and Nursing Services (5 CCR 3051.12)	HNS		
Language and Speech Development and Remediation (5 CCR 3051.1)	LSDR		
Music Therapy (5 CCR 3051.21)	MT		
Occupational Therapy Services (5 CCR 3051.6)	OT	\$200	Per Hour
Orientation and Mobility Instruction (5 CCR 3051.3)	OM		
Parent Counseling and Training (5 CCR 3051.11)	PCT		
Physical Therapy Services (5 CCR 3051.7)	PT		



Psychological Services Other Than Assessment and IEP Development (5 CCR 3051.10)	PS		
Recreation Services (5 CCR 3051.15)	RS		
Social Worker Services (5 CCR 3051.13)	SW		
Specialized Driver Training Instruction (5 CCR 3051.8)	SDTI		
Specialized Services for Low Incidence (MUST Identify Below)	LI		
In the cell to the right, indicate the Low Incidence Disability served:			
Specially Designed Vocational Education and Career Development (5 CCR 3051.14)	VECD		
Transcriber Services (5 CCR 3051.22)	TS		
Vision Services (5 CCR 3051.75)	VS		
Other Related Service (5 CCR 360.24)	OTH	\$125 Consult	Per Hour (BII)
In the cell to the right, indicate the Other Service:	Consult (BII)		



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **December 17, 2020** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### GUIDA SURVEYING, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$5,493.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **November 1, 2020 through June 30, 2021** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : December 16, 2020

### Contractor

Signature: \_\_\_\_\_  
 Name: Tim Fetting  
 Title: Principal  
 Address: 9241 Irvine Blvd., Suite 100  
Irvine, Ca. 92618  
 Email Address: tfetting@guidasurveying.com



## EXHIBIT A SCOPE OF WORK

### PROJECT UNDERSTANDING

On 10-29-20, Guida Surveying Inc. received a request for Topographic Survey identifying the encroachment areas within the red limits shown below from Daniel Clem, Director at TELACU Construction. All survey work for this procurement will be under the direct supervision of a Licensed Land Surveyor, registered with the State of California, Board for Professional Engineers and Land Surveyors.

### PROJECT LIMITS





## SCOPE OF WORK

### Topographic Encroachment Survey:

Guida will establish control and plot the record boundaries for Lots 23, 24 and 25 of Tract Map 6936 on to the Orthographic Photo obtained from our Drone Survey. We will create an exhibit showing the encroachments along with the calculated area on each of the three lots.

## ASSUMPTIONS

The following assumptions have been made:

- 1) CLIENT will provide coordination and access to the site.

## EXCLUSIONS

The following are excluded from our scope of work:

- 1) This proposal does not include, ALTA Survey, Monumentation, Certifications, Record of Survey or Corner Records, which can be included as a separate item upon verification of the number of monuments disturbed.

## DELIVERABLES

### Topographic Encroachment Exhibit:

Deliverable will include a pdf, AutoCAD Civil 3D DWG file with planimetric data, including an Ortho Photo of the site.



## EXHIBIT B SCHEDULE AND FEE

### SCHEDULE

The Topographic Survey will be delivered with 5 working days from the notice to proceed.

### FEE

#### FIXED FEE

*Listed below is our breakdown for FIXED fee for the proposed project:*

Scope of Services:	FEE
Topographic Encroachment Survey	\$ 5,493

Scope of Work	2 Man Crew	Sr PM	PM	Project Surveyor	Survey Technician	Project Coordinator
Design Survey and Topographic Map	8	2	2	12	0	1
<b>TOTALS</b>	<b>8</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>0</b>	<b>1</b>

\*This fee includes an estimated cost for labor, equipment and other direct costs.





## SOUTHERN CALIFORNIA | SURVEY AND MAPPING RATE SHEET

Rates effective through June 30, 2021

### HOURLY RATES

LABOR DESCRIPTION	HOURLY RATE
Principal	\$255.00
Senior Project Manager	\$228.00
Project Manager	\$203.00
Project Surveyor	\$178.00
Survey Analyst	\$150.00
Survey Technician	\$125.00
Project Coordinator	\$ 95.00

#### Field Survey Rates by Prevailing Wage Classification\*

1-Person Survey Crew	\$188.00
2-Person Survey Crew	\$300.00
3-Person Survey Crew	\$433.00

\*1-, 2-, and 3-person survey crews are inclusive of survey vehicles, conventional and GPS survey equipment, and associated survey tools, safety equipment, etc.

### MINIMUM HOURLY CHARGE (PREVAILING WAGE ONLY)

Office classifications will be billed based on the hours worked, no minimum hourly charge. Field classifications will be billed on an hourly basis with a minimum of 4, 6, and 8 hours in accordance with prevailing wage requirements.

### ESCALATION

Non-represented classifications will escalate annually, all field rates will escalate in accordance with the International Union of Operating Engineers, Local 12.

### OVERTIME

Straight time will be billed for all work performed on-site up to 8 hours each day, Monday through Friday. Overtime will begin after 8 hours, Monday through Friday and on Saturdays. Double time will begin after 12 hours and on Sundays and holidays. The overtime/double labor rates will include:

Overtime (on-site over 8 hours Mon-Fri and Sat)	1.5 times the hourly base rate
Sundays and Holidays	2.0 times the hourly base rate
Nighttime Non-Overtime	1.5 times the hourly base rate

### OTHER DIRECT COSTS

1. Reimbursable costs including but not limited to delivery or messenger charges, additional reprographic costs, utility agency research fees, permits, title company fees, etc., shall be billed at cost plus 15%.
2. Mileage will be billed at the approved IRS rate.
3. Subconsultant fees shall be billed at cost plus 15%.
4. Costs related to specialty survey requirements, i.e. traffic control, specialty safety equipment, etc. will be billed cost plus 15%.
5. Expenses for any special equipment and/or requests shall be at the approval of the client.

#### SOUTHERN CALIFORNIA LOCATIONS

LOS ANGELES 444 W Ocean Blvd, Suite 800, Long Beach, CA 90802 | ORANGE COUNTY 9241 Irvine Blvd, Suite 100, Irvine, CA 92618  
INLAND EMPIRE 424 E. Vanderbilt Way, Suite B, San Bernardino, CA 92408 | SAN DIEGO 380 State Place, Escondido, CA 92029  
TOLL FREE 855-90GUIDA | WWW.GUIDAINC.COM



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **December 17, 2020** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### ASSURED FIRE SYSTEMS, INCOPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$68,011.50** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **December 1, 2020 through June 30, 2021** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : December 16, 2020

### Contractor

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

### GENERAL CONDITIONS

**EXHIBIT A**

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

**Estimate****ADDRESS**

Capistrano USD  
 32972 Calle Perfecto  
 San Juan Capistrano, CA  
 92675

**ESTIMATE # 1253****DATE 10/18/2020****EXPIRATION DATE 11/18/2020**

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Service</b>	1	60,511.50	60,511.50
	Annual/5yr. fire sprinkler inspections (wet systems only-no dry pipe or precaution systems) and annual/5yr. fire hydrant inspection/maintenance from December 2020 thru June 2021 for the following school locations: Per Fire Protection Inventory sheet. These campuses have a total of 125 fire sprinkler risers (\$355.50/each) and 188 fire hydrants (\$85.50/each). Price includes 10% Covid relief reduction requested per Ted Norman.  Note: price is for inspections only and any necessary repairs will be quoted/completed on separate PO.			
	<b>Service</b>	1	7,500.00	7,500.00
	Request for an additional PO to cover repairs. Also, please include in this proposed PO the authorization to complete any repairs not to exceed \$500 per school without prior authorization that may arise during the inspection/maintenance process. Usually during the inspection processes in the past we have been given prior authorization to complete small repairs such as fire hydrant caps, two way blue street reflectors, fire sprinkler head escutcheons, electric alarm bells, flow switches, gauges, small valves, signage, and similar types of small repairs.			



C16-962961  
E 2463

TOTAL

\$68,011.50

Accepted By

A handwritten signature in black ink, appearing to be "JLM2 -".

Accepted Date

10/30/2020



**FEE SCHEDULE**  
**PERIOD July 1, 2020 to June 30, 2021**

COMPANY NAME: Assured Fire Systems, Inc.  
REP NAME: Howard Sukenik  
E-MAIL ADDRESS: assuredfiresystems@gmail.com  
California State Contractor's License Number C16-962961

For all Public Works Projects (Pursuant to Labor Code 1725.5 & 1771.1) Contractor DIR Registration  
DIR Registrations No. 1000003039

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

wet pipe fire sprinkler system and fire hydrant inspection,  
testing, and maintenance

**HOURLY RATE:**

Description or Classification	Dollar (\$) Amount
Refer to attached fee schedule	

**PARTS PERCENTAGE MARK-UP:**

**ANY ADDITIONAL CHARGES:**

Table 1

## Fee Schedule July 1, 2020 to June 30, 2021

Service Type	Price/each	Other
Annual Fire Sprinkler inspection (typical)	355.50	No dry pipe or pre-action systems
Five yr. Fire Sprinkler Inspection (typical)	355.50	No dry pipe or pre-action systems
FDC back flush-additional	125	
Fire Hydrant inspection-annual/5yr	85.50	
Replace flow switch on riser (2"-4")	425	
Replace 911 bell sign	35	
Replace riser pressure gauge	55	
Replace 2"x6" aluminum device signs	25	
Install semi recessed escutcheon	25	
Install concealed escutcheon	35	
Install two way blue street reflector	25	
Install 2-1/2" plastic hydrant cap	30	
Install 4" plastic hydrant cap	40	
Vacuum out hydrant valve can debris	75	
Custom device signs	85	
Other repairs done on a lump sum bid basis		

Fire Protection Inventory

Count	LOCATION	SERVICE INTERVAL	5 YR. Due	#RISERS	#HYDRANTS	NOTE	Hydrant \$	Riser \$	Total \$
1	Ambehl ES	Spring Break	Apr-20	1	0		0	355.5	355.5
2	ANHS	Winter Break	Jan-22	6	10		855	2133	2988
3	ARROYO VISTA K8	Spring Break	Jun-23	6	5		427.5	2133	2560.5
4	AVMS	Winter Break	Jun-23	1	6		513	355.5	868.5
5	BAMS	Spring Break	Apr-23	1	3		256.5	355.5	612
6	Bathgate ES	Winter Break	Jan-23	1	3		256.5	355.5	612
7	Benedict ES			0	1	PLUMBER CONFIRMED (1)	85.5	0	85.5
8	Bergeson ES	Winter Break	Jan-24	1	2		171	355.5	526.5
9	Canyon Vista ES	Winter Break	Jan-24	1	5		427.5	355.5	783
10	CASTILLE ES	N/A	N/A	0	0	SERVICE NOT REQUIRED	0	0	0
11	Chapparral ES	Spring Break	Apr-24	1	4		342	355.5	697.5
12	Concordia ES	Spring Break	Apr-24	2	3		256.5	711	967.5
13	Crown Valley ES/OCASA	Winter Break	Dec-24	0	2	REPLACED 12/23/2019	171	0	171
14	CVHS	Winter Break	Dec-24	7	9		769.5	2488.5	3258
15	DE OBISPO ES	N/A	N/A	0	0	SERVICE NOT REQUIRED	0	0	0
16	DHHS	Spring Break	Apr-24	5	5		427.5	1777.5	2205
17	Don Juan ES/MS	Winter Break	Jan-24	3	6		513	1066.5	1579.5
18	Ed. Ctr. (DO)	Spring Break	Jun-21	3	5		427.5	1066.5	1494
19	Esencia K8	Spring Break	Jun-20	7	4		342	2488.5	2830.5
20	George White ES	Winter Break	Jan-24	1	1		85.5	355.5	441
21	HANKEY K8	N/A	N/A	0	0	SERVICE NOT REQUIRED	0	0	0
22	Hidden Hills ES	Winter Break	Jan-24	1	2		171	355.5	526.5
23	J. Serra HS	N/A	N/A	0	0	SERVICE NOT REQUIRED	0	0	0
24	JOURNEY K8			0	4	PLUMBER CONFIRMED (4) HYD	342	0	342
25	Kinoshita ES	Spring Break	Apr-24	1	4		342	355.5	697.5
26	Ladera Ranch ES/MS	Winter Break	Jan-23	2	10		855	711	1566
27	Laguna Niguel ES	Winter Break	Jan-24	1	5		427.5	355.5	783
28	Las Flores ES/MS	Winter Break	Jan-23	4	7		598.5	1422	2020.5
29	LAS PALMAS ES			0	0	PLUMBER CONFIRMED (0)	0	0	0
30	Lobo ES	Spring Break	Apr-22	1	2		171	355.5	526.5
31	Malcolm ES	Winter Break	Jan-24	1	3		256.5	355.5	612
32	Marblehead ES	Spring Break	Apr-24	5	4		342	1777.5	2119.5
33	MFMS	Spring Break	Apr-24	3	1	DOES NOT INCLUDE DEL O.	85.5	1066.5	1152
34	Moulton ES	Spring Break	Apr-24	0	1		85.5	0	85.5
35	Newhart MS	Spring Break	Apr-23	7	4		342	2488.5	2830.5
36	NHMS	Winter Break	Jan-24	0	2		171	0	171
37	Oak Grove ES	Winter Break	Jan-24	1	4		342	355.5	697.5
38	OPA	Spring Break	Apr-24	0	1		85.5	0	85.5
39	Oso Grande ES	Winter Break	Jan-24	2	5		427.5	711	1138.5
40	PALISADES ES			1	1	PLUMBER LOCATED RISER IN	85.5	355.5	441
41	Reilly ES	Spring Break	Apr-23	1	2		171	355.5	526.5
42	RH DANA ES/ENF	N/A	N/A	0	0	PLUMBER CONFIRMED (0)	0	0	0
43	SAN JUAN ES	N/A	N/A	0	0	PLUMBER CONFIRMED (0)	0	0	0
44	SCHS	Winter Break	Jan-24	13	5		427.5	4621.5	5049
45	SCHS UC	Spring Break	Apr-24	1	2		171	355.5	526.5
46	Shorecliffs MS	Spring Break	Apr-24	4	3		256.5	1422	1678.5
47	SJHHS	Winter Break	Dec-23	14	13		1111.5	4977	6088.5
48	Thornesley / Cal Prep	Spring Break	Apr-24	1	0		0	355.5	355.5
49	THS	Spring Break	Jun-20	7	9		769.5	2488.5	3258
50	Tijeras Creek ES	Winter Break	Jan-23	1	4		342	355.5	697.5
51	Vejo ES	Winter Break	Jan-24	1	0		0	355.5	355.5
52	Vista Del Mar ES/MS	Spring Break	Apr-23	3	8		684	1066.5	1750.5
53	Wagon Wheel ES	Spring Break	Apr-24	1	4		342	355.5	697.5
54	Wood Canyon ES	Winter Break	Jan-23	1	4		342	355.5	697.5
	Totals			125	188		16074	44437.5	60511.5
							0	0	0



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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 17th day of December 2020, by and between R.M. SYSTEMS, INCORPORATED, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount estimated to be \$ 55,744.21 the following:

Provide labor and material for replacement of existing fire alarm copper network communication system with fiber parts, strand fiber, connectors, and modules equipment at Capistrano Valley High School.

As described in the attached Exhibit A.

2. The term of the Contract shall begin on December 17, 2020 and end upon completion.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director of Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated: No. 20-1001, 10-01-2020
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number P68A0306
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☒ Payment Bond \$ 55,744.21
- ☐ Faithful Performance Bond \_\_\_\_\_
- ☒ California State Contractor's License Number 835143
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ DIR Registrations No. 1000004635
- ☐ Other \_\_\_\_\_

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: \_\_\_\_\_  
SignatureBy: \_\_\_\_\_  
SignatureLynh N. Rust  
Print NameDave Lanham  
Print NameExecutive Director, Contracts & Purchasing  
TitlePresident  
Title

Board Approval Date: December 16, 2020

835143  
Contractor's License No.\_\_\_\_\_  
(Corporate Seal, if Incorporated)Field Service Agreement  
Capistrano Unified School District

# EXHIBIT A

## R. M. SYSTEMS

A Division of DLRM Sys Inc.

330 E Orangethorpe Ave Suite F  
Placentia, Ca 92870  
(714) 984-1206 Fax (714) 984-1209  
State License # 835143

## PROPOSAL

CAPISTRANO UNIFIED SCHOOL DISTRICT  
ATTN: Ted Norman

PROPOSAL No. 20-1001  
DATE: 10/01/2020

PROJECT: Capistrano Valley HS Emergency FA Repair

This proposal supersedes any oral quotation which may have been furnished by seller to buyer with respect to the above mentioned project. The prices and terms on this proposal are not subject to oral changes or other agreements unless approved by seller in writing. Proposals are valid for 30 days but cancelable in the event of strikes, accidents, fires and material availability and all other causes beyond seller's control. Terms inconsistent with order will not be binding on seller. Prices cover only materials listed below based on our interpretation of plans and specifications. Additional equipment unless negotiated prior to order placement shall be billed accordingly and become an integral part of any Contract, Written Agreement, or Purchase Order. There is a re-stocking fee equal to a minimum of 25% of the manufacture's list price on all returned material.

### DESCRIPTION

Replace existing malfunctioning FCI-7100 networked FA system with the following list of FCI-E3 equipment. All notification & initiation devices to remain for a complete & operational system.  
2-E3BB-BD/INCC Enclosure, 2-LCD-E3 Ann, 2-PM9 Power Supply, 2-ILIMB-E3 Loop Card, 8-ILISE3 Loop Card, 1-DACE3, 2-RPTE3UTP Network Card, 2-Batt Cabinet, 4 12v 32AH batteries.

Parts	\$22,644.12
Tax	\$1,754.91
Sub-Total	\$24,399.03
Labor	\$21,038.68
Total*****	\$45,437.71

### Alternate to replace existing FA copper network communication with Fiber

Parts w'/tax 3500' 6 Strand fiber, connectors, modules	\$4,956.50
Labor	\$3,850.00
Total Alternate*****	\$8,806.50
Bond	\$1,500.00
Total with alternate & bond*****	\$55,744.21

Respectfully,  
Dave Lanham





## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **December 17, 2020** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

### ALL OF NUTRITION, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$3,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **November 10, 2020 to June 30, 2021**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

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

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

### Capistrano Unified School District

By: \_\_\_\_\_  
Name: Lynh N. Rust  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date : December 16, 2020

### Contractor

Signature: \_\_\_\_\_  
Name: Marysa Caldwell  
Title: MS, RDN  
Address: 2319 S. Foothill Drive, Suite 180  
Salt Lake City, UT 84109  
Email Address: marysa@allofnutrition.com



## EXHIBIT A



11/12/2020

### Billing Rates:

The current fee for remote or in-person coaching is \$100 per hour. Additional fees may be billed for services such as phone calls, testing, and other nutrition services. Such services will be billed in 15-minute increments. Invoices are billed monthly.

ALL of NUTRITION  
2319 Foothill Drive, Suite 180  
Salt Lake City, UT 84109  
[www.allofnutrition.com](http://www.allofnutrition.com)  
385-722-4393

FIRST AMENDMENT TO PSA NO. 2021053

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND AUTISM SPECTRUM THERAPIES,  
LLC

This First Amendment to PSA No. 2021053 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Autism Spectrum Therapies, LLC (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on August 19, 2020, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2020 through June 30, 2021 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 2021053 to reflect a revised contract value of \$8,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by consultant under this Agreement is estimated to be \$8,000.00 in the aggregate under the term of this Agreement, as amended.

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

**Capistrano Unified School District**

**Vendor**

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

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

Lynh N. Rust  
Print Name

Rob Haupt  
Print Name

Executive Director, Contracts & Purchasing  
Title

Executive Vice President of Partnerships  
Title

Board Approval Date: December 16, 2020

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

## EXHIBIT 1



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **August 20, 2020** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

**AUTISM SPECTRUM THERAPIES, LLC**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$3,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2020 to June 30, 2021**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

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

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

**Capistrano Unified School District**

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

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date : August 19, 2020

DocuSigned by:

*Josh Readman*

645C022CF662410...

**Contractor**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

*Rob Haupt*

Rob Haupt

Executive Vice President of Partnerships

2550 N. Hollywood Way, Suite 102

Burbank, CA 91505

danielle.lewis@autismtherapies.com

**GENERAL CONDITIONS**

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

1. **Engagement of Services.** District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. **Invoicing.** For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. **Expenses.** Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. **Independent Consultant.** Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostating, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. **Termination.** District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate

documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

**REQUIRED DOCUMENTS AND CERTIFICATIONS**

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

✓ Professional License to Practice

**Certificates of Insurance**

✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement

Option 1: form CG 20 10 11 85

or

Option 2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

OR

✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.

✓ 2. Business Auto Liability Insurance

✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Articles 9 & 10

✓ Certification by Consultant Criminal Records Check

✓ W-9



**CONFIDENTIAL**

**AUTISM SPECTRUM THERAPIES, LLC**  
**Capistrano Unified School District**  
**Fee Schedule – July 1, 2020**

**Behavior Intervention - Direct Intervention (BII) - \$58.50/hr:**

Direct (one-to-one) implementation of program goals, behavior intervention programs, and data collection. This service can be school-based or in-home intervention.

**Behavior Intervention - Supervision (BID) - \$90.00/hr:**

Supervision services including; direct observation of programming; verbal and written performance feedback; review of outcomes and progress reports; team collaboration, IEP, and team meeting participation.

**Behavior Intervention - Consultation (BID) - \$90.00/hr:**

Supervision services for in-classroom teacher consultation.

**Functional Behavioral Assessment (FBA) - \$1,500.00\* flat rate:**

Functional assessment of challenging behavior, including review of previous assessments, interview with family and teachers, classroom/home observation, development of behavioral goals (e.g., teaching replacement behaviors), corresponding positive behavior support strategies, and service delivery recommendations.

SECOND AMENDMENT TO ICA NO. 2021066

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND 3 CHORDS, INCORPORATED dba  
THERAPY TRAVELERS

This Second Amendment to ICA No. 2021066 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and 3 Chords, Incorporated dba Therapy Travelers (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on August 19, 2020, District's Board of Trustees approved an Agreement with Contractor for the term from July 1, 2020 through June 30, 2021 under which Contractor would provide services described therein.

WHEREAS, on November 18, 2020, District's Board of Trustees approved the First Amendment to ICA No. 2021066 with Contractor. A copy of said Amendment is attached as Exhibit 2 to this Second Amendment to Agreement; and

WHEREAS, District desires to amend ICA No. 2021066 to reflect a revised rate sheet, Exhibit A-1 superseding Exhibit A;

NOW, THEREFORE, said Agreement is amended as follows:

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

**Capistrano Unified School District**

**Vendor**

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

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

Lynh N. Rust  
Print Name

Maria Lankenau  
Print Name

Executive Director, Contracts & Purchasing  
Title

President  
Title

Board Approval Date: December 16, 2020

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



<b>Capistrano Unified School District - Rate Sheet for 2020/2021</b>
--

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

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

SLP	\$85-\$110
SLP – CFY	\$75-\$85
SLPA	\$65-\$75
SLP TeleTherapists	\$84-\$90
School Psychologist	\$90-\$105
BCBA	\$85-\$105
LMFT	\$75-\$89
Synergy Specialist	\$98-\$105
OT	\$85-95
COTA	\$75-85
PT	\$85-\$105
PTA	\$75-85
RN	\$89-\$105
LVN	\$60-\$68

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

## EXHIBIT 2

## FIRST AMENDMENT TO ICA NO. 2021066

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND 3 CHORDS, INCORPORATED dba  
THERAPY TRAVELERS

This First Amendment to ICA No. 2021066 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and 3 Chords, Incorporated dba Therapy Travelers (hereinafter referred to as "Contractor").

## RECITALS

WHEREAS, on August 19, 2020, District's Board of Trustees approved an Agreement with Contractor for the term from July 1, 2020 through June 30, 2021 under which Contractor would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend ICA No. 2021066 to reflect a revised contract value of \$275,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by contractor under this Agreement is estimated to be \$275,000.00 in the aggregate under the term of this Agreement, as amended.

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

**Capistrano Unified School District**

DocuSigned by:  
*Josh Readman*  
By: 645C022CF662410...  
Signature

Lynh N. Rust  
Print Name

Executive Director, Contracts & Purchasing  
Title

Board Approval Date: November 18, 2020

**Vendor**

*Maria Lankenau*  
By: \_\_\_\_\_  
Signature

Maria Lankenau  
Print Name

President  
Title

Date: 10/29/2020



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 20, 2020** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### **3 CHORDS, INCORPORATED dba THERAPY TRAVELERS**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$150,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2020 through June 30, 2021** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

### Capistrano Unified School District

By: \_\_\_\_\_  
 Name: Lynh N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date : August 19, 2020

DocuSigned by:

*Josh Readman*

645C022CF662410...

### Contractor

Signature: \_\_\_\_\_  
 Name: Maria Lankenau  
 Title: President  
 Address: PO Box 28870  
Anaheim, CA 92809  
 Email Address: clarson@therapytravelers.com

**GENERAL CONDITIONS**

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

1. **Engagement of Services.** District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. **Invoicing.** For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. **Expenses.** Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. **Independent Contractor.** Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostating, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
7. **Termination.** District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other

terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Contractor to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to this Agreement, Contractor shall comply with the Executive Order

11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

18. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Contractor shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Contractor to ensure compliance with this section. Any person in the employ of Contractor whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Contractor shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.



B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

**REQUIRED DOCUMENTS AND CERTIFICATIONS**

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

**Certificates of Insurance**

- ✓ Commercial General Liability Insurance – Additional Insured Endorsement  
Option 1: form CG 20 10 11 85  
or  
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04  
Either form **must be accompanied** by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Articles 9 & 10

- ✓ Certification by Contractor Criminal Records Check

- ✓ W-9

## EXHIBIT A



<b>Capistrano Unified School District - Rate Sheet for 2020/2021</b>
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***TherapyTravelers specializes in providing highly qualified therapists to school districts across the country. We are a Southern California based business and enjoy working with districts within our local area.***

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

SLP	\$85-\$110
SLP – CFY	\$75-\$85
SLPA	\$65-\$75
SLP TeleTherapists	\$84-\$90
School Psychologist	\$90-\$105
BCBA	\$85-\$105
LMFT	\$75-\$89
OT	\$85-95
COTA	\$75-85
PT	\$85-\$105
PTA	\$75-85
RN	\$89-\$105
LVN	\$60-\$68

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

Regards,

**Maria Lankenau**

*Vice President*

O: 888-223-8002 ext 813 F:

714-464-4461

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

**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: December 16, 2020

Board Item: Aliso Viejo Community Association Limited Use and Maintenance Agreement for Aliso Niguel High School Winter/Spring Baseball 2021

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**HISTORY**

The District has a long term relationship and agreement with the Aliso Viejo Community Association (AVCA) for the use of their parks by Aliso Niguel High School (ANHS).

**BACKGROUND INFORMATION**

The District and AVCA have had a mutually beneficial and cooperative association for many years, where ANHS Baseball has used Woodfield Park, owned by AVCA, under past limited use and maintenance agreements.

**CURRENT CONSIDERATIONS**

Approval of the AVCA Limited Use and Maintenance Agreement (LUMA) for Winter/Spring 2021 allows ANHS Baseball to use Woodfield Park from January 11, 2021 through May 28, 2021.

**FINANCIAL IMPLICATIONS**

The District will incur a fee of \$675 paid by site funds.

**STAFF RECOMMENDATION**

Approval of the AVCA LUMA for ANHS Winter/Spring Baseball 2021. The AVCA owns and maintains Woodfield Park, adjacent to ANHS. The Winter/Spring Baseball 2021 LUMA allows ANHS Baseball to use Woodfield Park from January 11, 2021 through May 28, 2021.

**PREPARED BY:** John Forney, Chief Facilities Officer

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



## LIMITED USE & MAINTENANCE AGREEMENT

### AVCA/ CAPISTRANO UNIFIED SCHOOL DISTRICT

This Limited Use and Maintenance Agreement (hereinafter “Agreement”) is entered into this 14<sup>th</sup> day of December, 2020 by and between the Aliso Viejo Community Association, a nonprofit public benefit corporation (“AVCA”) and Capistrano Unified School District (“User Group”). This Agreement shall be evaluated based upon the ability of all parties to effectively perform necessary maintenance and the past history of User Group. The goal of this Agreement is to provide quality parks for residents of AVCA and for the AVCA organizations who request use of the facilities.

#### 1. Definitions.

As used in this Agreement, the following terms shall have the following meanings:

- 1.1. Agreement Term: The period of time starting on the date on which this Agreement is signed by the Parties, and ending on May 28, 2021.
- 1.2. AVCA Property: All property owned or controlled by AVCA.
- 1.3. Participant: A player on the team organized by User Group. Coaches and other support staff are not considered Participants for the purposes of the age and residency requirements.
- 1.4. Start Date: The first day of use of AVCA Property by User Group under this Agreement.

#### 2. User Group’s Obligations

- 2.1. For usage of those areas listed on the attached Exhibit “A” during the times and for the term set forth in such Exhibit, User Group shall pay a fee set forth at Exhibit “B”. A fee of \$16.00 per hour will be charged for the use of sports lighting.
- 2.2. In order to maximize the availability of AVCA Property to community groups, AVCA reserves the right to reallocate use of a facility if not needed by User Group, as determined by AVCA after review of evidence of such non-use and in its sole discretion. For this purpose, User Group shall notify AVCA in writing at least two (2) weeks in advance if it does not plan to use a facility at a time and date indicated on Exhibit A. No refund of use fees will be given. Failure to provide timely notice of unused facility time will result in a

penalty of \$168.75, may result in the suspension or cancellation of this Agreement, and may be considered during future facility use allocations.

- 2.3. User Group shall ensure that at least one team on every field used by User Group under this Agreement is comprised of Participants at least seventy-five percent (75%) of whom are residents of AVCA and 18 years of age or under. Under no circumstances may two teams not meeting this requirement play on the same field at the same time.
- 2.4. User Group shall designate one person to serve as a liaison to AVCA for all matters related to this Agreement and User Group's use of AVCA property, including but not limited to required submissions to and communication with AVCA ("Liaison"). AVCA will communicate only with the Liaison regarding this Agreement and User Group's use of AVCA property, using only the contact information provided by the Liaison. The identity of the Liaison may be changed at any time by written notice to AVCA. Notwithstanding the above, in an emergency AVCA may be contacted by any authorized User Group member.
- 2.5. User Group shall ensure that an individual familiar with all park use rules and the obligations of this Agreement is onsite during the times set forth at Exhibit "A" for the purpose of ensuring compliance with such rules and obligations during such times.
- 2.6. AVCA Property shall be kept clean, free of debris, and in good condition. User Group is responsible for ensuring clean-up of all AVCA Property and the surrounding areas after any use. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the AVCA Property, except in enclosed trash receptacles or dumpsters, and no odor shall be permitted to arise therefrom so as to render the AVCA Property, or any portion thereof, unsanitary, unsightly, or offensive as determined in the sole discretion of AVCA. Failure to keep any AVCA Property clean of trash and debris may result in AVCA having the area cleaned at User Group's expense.
  - 2.6.1. User Group shall operate concession stands only if disclosed on this Agreement on Exhibit A, with submission of a current Food Facility Health Permit from the Orange County Environmental Health department and after written approval from AVCA. User Group shall ensure at all times that concession stands are clean, neat, and present no health hazards. User Group shall reimburse AVCA for any and all costs AVCA incurs for violations of these rules, as solely determined by AVCA, including but not limited to pest extermination and re-keying costs. AVCA reserves the right to withdraw permission to operate and re-key concession stands at any time if it determines that User Group has failed to meet the standards stated above.

- 2.7. User Group acknowledges that use of AVCA Property for any reason during closure times is strictly prohibited, and agrees on behalf of itself and all of its Participants to abide by all closure times. User Group further understands and agrees that if User Group or any of its employees, agents, and/or Participants uses the field in any way during closure periods, AVCA will suffer damage. Therefore, User Group shall pay to AVCA as liquidated damages the sum of ONE THOUSAND Dollars (\$1,000), or a greater amount as necessary to pay all damages and costs incurred by AVCA for necessary repairs to AVCA Property, as reasonably determined by AVCA, for each occasion on which User Group or any of its employees, agents, and/or Participants violates this provision.
- 2.8. User Group is responsible for ensuring all Participants and spectators follow AVCA's rules and regulations at all times, including, but not limited to, the prohibition of alcoholic beverages on the park sites.
- 2.9. User Group is responsible for the set-up and breakdown of all equipment used by User Group's Participants or spectators pursuant to this Agreement. AVCA shall not be held responsible for the damage, loss or theft of any property owned or stored by User Group on AVCA Property.
- 2.10. User Group shall reimburse AVCA for any and all costs incurred by AVCA to repair damage to AVCA Property that is due to User Group's neglect or abuse. Under these circumstances AVCA may restore AVCA Property to the state it was in immediately prior to the Start Date.
- 2.11. If during the term of this Agreement User Group fails to perform any required maintenance within 24 hours of notice from AVCA that such maintenance is lacking, AVCA may perform such maintenance without further notice at User Group's expense.
- 2.12. No improvements may be made to AVCA Property by User Group without first receiving the express written permission of AVCA. Should User Group place, move, or install any improvements on the AVCA Property without first receiving the express written permission of AVCA, AVCA shall have the sole right to remove or restore such improvements at User Group's expense. Absent a more specific agreement, any improvements that are approved by AVCA must be maintained by User Group to a standard that is acceptable to AVCA, and AVCA may require the removal of any such improvements at any time at User Group's expense. AVCA shall not be responsible for any damages, expenses, reimbursement or charges related to the installation, maintenance or removal of such improvements.



- 2.13. User Group shall promptly notify AVCA of any maintenance that AVCA is responsible to perform, including, but not limited to, turf damage or irrigation issues that are unrelated to User Group's use of AVCA Property. In the event of any emergency repairs, only AVCA authorized contractors may perform any necessary repair. User Group shall reimburse AVCA for any repairs which are not related to the ordinary use of the facilities.
- 2.14.
- (a) This Agreement shall be subject to termination upon ninety (90) days' written notice to either party, unless earlier termination is allowed herein due to breach of any provision of this Agreement.
  - (b) Should any breach of this Agreement occur, or if performance of any of the duties and/or obligations of User Group is not timely and completely performed, AVCA shall provide written notice to User Group of the breach. If said breach is not cured within thirty (30) days of the date notice is sent, this Agreement may be immediately terminated by AVCA. In such an event, User Group shall not be entitled to any refund of use fees. Written notice of termination shall be sent by first class mail to User Group at the address set forth in this agreement, or such address as User Group has provided to receive such notices.
- 2.15. User Group may not swap, trade, gift, sell, authorize or otherwise transfer the right to use any AVCA Property to any other person, entity or organization (even if an affiliated entity or organization). In addition, except with the prior express written consent of AVCA, User Group shall not permit any outside vendors (including without limitation food vendors, sponsors, or contractors) on the AVCA Property.
- 2.16. AVCA may, in its sole discretion, withhold reasonable sums from the refundable deposit to ensure User Group's compliance with this Agreement, including, but not limited to, expenses for repair of AVCA Property, damages for injury to or loss by third persons, unpaid fees or other obligations due from User Group under this Agreement, or attorney's fees related to pursuit of compliance with this Agreement. In the event that any damage, maintenance, repair or other expense owed by User Group pursuant to this Agreement exceeds the amount of the refundable deposit, then AVCA shall be entitled to retain the entirety of such deposit and shall have the right to pursue User Group for the balance owed.
- 2.17. User Group shall ensure and enforce that NO PARKING takes place on any area other than in marked designated parking stalls in asphalt parking areas/lots or other areas that AVCA has designated as an Overflow Parking Lot/Area and signage of such has been installed by AVCA. In addition, User Group shall ensure and enforce that NO PARKING takes place on any grass or turf on the AVCA Property.

- 2.18. If use includes the use of the concession stand, User Group shall not store any items in the electrical room at the concession stand without the express prior written permission of AVCA. In no event shall User Group store any items on the floor of the electrical room in the concession stand. User Group is only permitted to store items on the built-in shelving within the electrical room, provided that it first receives the prior written consent of AVCA. Any items not placed on the shelves shall be immediately removed and discarded. Failure to adhere to keeping the floor/walkways clear at all times may result in the future loss of use of the electrical room for any storage purposes. User Group shall keep the concession stand kitchen, storage rooms and electrical rooms clean and clear of all items so that inspections and routine maintenance work can occur unimpeded.
- 2.19. User Group shall not permit the use of any portable, transportable, or non-stationary barbeques on the AVCA Property except with the prior written consent of AVCA.
- 2.20. User Group shall not permit the use of the AVCA facilities described in Exhibit A by any of User Group's Participants, employees, volunteer coaches and/or spectators if field conditions are considered hazardous, such as in the event of wet, muddy, or uneven fields. AVCA reserves the right to determine whether field conditions are hazardous, in which case the use of the AVCA facilities shall not be permitted at such time.
- 2.21. As provided in this paragraph, User Group shall complete and report all incidents that occur during the course of User Group's use of the AVCA Property to AVCA within twenty-four (24) hours of said incident using the Incident Report Form attached as Exhibit "C" hereto. An incident report must be completed for (1) any injury that requires advanced first aid, (2) any injury or illness that could have future complications or require subsequent medical attention, including without limitation severe sprains, broken limbs, and concussions, (3) any act of suspected sexual harassment or child abuse, (4) any act that violates the law, and (5) any act that results in damage to the AVCA Property. An incident report is not required for (1) minor injuries such as scratches and blisters and (2) other personal illnesses that are not likely to have future complications even if the illness causes the person at issue to leave the AVCA Property.
- 2.22.
- (a) User Group understands the nature of the inherent risks involved with presence at and use of AVCA Property, including, but not limited to, risk of contracting and/or spreading viruses such as COVID-19 or other pathogens which can cause disease. User Group assumes all risk associated with potentially contracting and/or spreading any virus or pathogen which can cause disease. User Group acknowledges that AVCA has taken precautions to mitigate the spread of any such virus or pathogen. User Group

promises to fulfill User Group's obligation to take steps necessary to mitigate the risk of contracting and/or spreading any virus or pathogen by following recognized measures from the Centers for Disease Control, including but not limited to, staying home if sick, practicing proper hygiene procedures including washing of hands, disinfecting any surfaces User Group and its participants may come in contact with, and utilizing, where appropriate, personal protective equipment such as masks and gloves.

- (b) User Group shall submit a COVID-19 Safety Protocol describing how its activities will be modified to protect the safety of all participants. AVCA has no requirements for the content of the COVID-19 Safety Protocol and will not review it. User Group is solely responsible for creating and carrying out this protocol consistent with the recommendations of relevant sports organizations and governmental agencies such as the Centers for Disease Control and the California Department of Public Health. The COVID-19 Safety Protocol must be received by AVCA before use of AVCA Property may begin.

### 3. AVCA's Obligations

- 3.1. AVCA shall perform reasonable maintenance and repair of AVCA property. No portion of AVCA was designed for performance as a professional level sports field. For the most part AVCA's sport fields were designed as passive parks and AVCA is making its best efforts to utilize such areas, where desired, as sports fields to meet the community's changing needs.
- 3.2. AVCA shall use reasonable efforts to keep all AVCA Property specified herein in a manner that is clean, free of debris and in useable condition for the periods specified in this Agreement. The parties to this agreement understand that AVCA is a nonprofit entity. AVCA does not stand as a guarantor that any field or other property is ready and available for use. In the event that the AVCA Property that is specified in this Agreement is unsuitable or unavailable for use, then AVCA shall either provide a comparable site or refund a prorated share of the fees paid by User Group under this Agreement to reimburse User Group for the lost use. User Group acknowledges that AVCA is not responsible to reimburse any expenses or costs associated with finding an alternate site due to the unavailability of AVCA Property.
- 3.3. AVCA shall cause to be inspected all AVCA Property, including, but not limited to, any applicable facilities and/or fencing for damage and report as necessary. User Group retains, however, the obligation to inspect AVCA Property prior to each use to ensure the safety of User Group's Participants.

- 3.4. AVCA shall have a representative available for on-site inspection of the AVCA Property as requested to review existing conditions in the event of any problems. AVCA is dedicated to the success of its user groups, and to this end reserves the right to determine the use schedule that best meets the needs of the community as a whole and to ensure the best maintenance of AVCA Property. User Group should expect that there will be times where a portion of AVCA Property must be closed to let the area rehabilitate or for a needed maintenance to be performed. In such instances, User Group is expected to cooperate with AVCA's efforts. Past use of AVCA Property does not guarantee use by User Group of such area in the future.
- 3.5. User Group recognizes that conditions beyond AVCA's control may also require the closure of AVCA Property on dates scheduled for use by User Group, including but not limited to a governmental stay-at-home order, epidemic (including but not limited to COVID-19), and other *force majeure* events, and does hereby waive any rights, claims or damages that may result from such closure of AVCA Property.

#### 4. INSURANCE

- 4.1. User Group shall provide: (a) a \$1,000,000 liability policy with an additional insured endorsement specifically naming "Aliso Viejo Community Association", its employees, officers and directors, and "Powerstone Property Management, Inc." its employees, officers, and directors as additional insureds; (b) such endorsement shall provide that User Group's policy shall be primary, and non-contributory with any policies of insurance owned by said additional insureds; & (c) said policy shall provide for 30 days written notice to AVCA of cancellation, termination and/or non-renewal. A full copy of the entire policy, including the endorsement specified herein, is required prior to any use of AVCA Property and whenever such policy is renewed or replaced. User Group agrees to require any and all vendors, contractors, and/or subcontractors to provide the same insurance coverage and the same evidence of insurance as required of User Group under the Agreement (see "Other Provisions," page 5).
- 4.2. Insurance documents provided pursuant to Section 4.1 must state User Group's name exactly as it is stated in this Agreement. Documents for insurance purchased through a parent organization are subject to AVCA's approval, and may be subject to review by AVCA's legal counsel, all in AVCA's sole and absolute discretion.
- 4.3. Insurance Certificates specifically naming both "Aliso Viejo Community Association" and "Powerstone Property Management, Inc." as additional insured with a second page endorsement must be received a minimum of thirty (30) days prior to the Start Date.

- 4.4. User Group agrees to require any and all vendors, contractors, and/or subcontractors to provide the same insurance coverage and the same evidence of insurance as required of User Group under this Agreement
- 4.5. AVCA shall have the right, but not the obligation, to prohibit User Group from using AVCA Property until the required evidence of insurance of both User Group and its vendors, contractors, and/or subcontractors has been received by AVCA. Failure to provide the required evidence of insurance shall be a material breach of the Agreement, and grounds for immediate termination of the Agreement, at AVCA's discretion.

## 5. INDEMNIFICATION

- 5.1. User Group agrees to indemnify, defend, and hold AVCA and the additional insureds referenced herein free and harmless from all loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and legal costs, that Association or such additional insureds may incur as a result of any act or omission by User Group related to or in furtherance of the purposes of this Agreement. User Group further agrees that such indemnity shall include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and costs, that Association or such additional insureds may incur as a result of any act or omission by User Group's Participants, employees, volunteer coaches and/or spectators associated with an event arranged by User Group at the location and during the times set forth in Exhibit "A".
- 5.2. User Group agrees that the indemnity provided by User Group to AVCA under the Agreement shall also include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and costs, that AVCA and the additional insureds referenced in the Agreement may incur as a result of any act or omission by User Group vendors, contractors, subcontractors and/or any other agents associated with an event arranged by User Group at the location and during the times set forth in Exhibit "A" of the Agreement.

## 6. WAIVER AND RELEASE FORMS

- 6.1. User Group shall require each Participant and their family to sign a waiver and release acceptable to AVCA, which waives the right to make, bring or maintain any and all claims of any type and kind which said Participants might have, or acquire in the future, against AVCA, its directors and employees, and/or Powerstone Property Management, Inc. its directors and employees (hereinafter "Released Parties") and that releases said Released Parties from any

claim, liability and/or demand of every type and kind which might be brought against any one or more of them as to any injury or damage which arise from or out of the User Group's program and/or the use of AVCA Property.

6.2. AVCA's signed, original Waiver & Release Forms for each and every Participant must be received a minimum of seven (7) days prior to the Start Date, subject to the submission requirements in Section 10.2.

6.3. If User Group submits Waiver & Release Forms in an electronic format, a fee of \$2.00 per electronic signature received will be assessed to cover AVCA's costs for use of this software. User Group shall pay these fees upon receipt of an invoice from AVCA.

## 7. RESIDENCY AND AGE REQUIREMENTS

7.1. Age Requirement for Participants: At least 75% of User Group's Participants must be 18 years of age or younger/older (circle one).

7.2. Residency Requirement for Participants: At least 75% of User Group's Participants must be residents of AVCA.

7.3. User Group shall submit written verification that the Participants meet the residency and age requirements specified above no later than two (2) weeks prior to the Start Date, subject to the submission requirements in Section 10.2. Acceptable forms of verification are determined by AVCA in its sole and absolute discretion. Rosters containing, at a minimum, the last name, age, and full residential address of every Participant are usually acceptable forms of verification.

## 8. TOURNAMENTS

User Group shall submit the dates and times for all tournaments being scheduled in their season to AVCA. The AVCA Board of Directors will review the dates and times for the tournaments and, if approved, the parties shall enter into a separate Limited Use & Maintenance Agreement.

## 9. EMERGENCY

Each party to this Agreement herein provides the following 24/7 phone numbers for use by the other parties in the event of emergencies:

<u>User Group</u> :	Capistrano Unified School District (Aliso Niguel High School)
Address:	28000 Wolverine Way

Phone: Aliso Viejo, CA 92656  
(949) 831-5590

AVCA: Aliso Viejo Community Association  
95 Argonaut, Suite 190  
Aliso Viejo, CA 92656  
(949) 243-7550

#### 10. DOCUMENT AND FEE SUBMISSION

- 10.1. All fees, insurance documentation, and this executed Agreement must be received a minimum of thirty (30) days in advance of the Start Date.
- 10.2. Applicant must remit all required documents and fees (including but not limited to Rosters, Waiver & Release Forms, User Fees, Insurance, Light Fees, executed Limited Use & Maintenance Agreements, Incident/Accident Forms) to the AVCA offices either via First Class Mail OR in person during normal business hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, or other holiday scheduled office hours for AVCA. AVCA assumes no responsibility for items left at the door, outside of the door, or slipped under the door. User is responsible for confirming that AVCA receives all required documents and fees in good order. If required documents and/or fees are not received by AVCA by the specified deadlines for any reason, AVCA reserves the right to deny use of AVCA facilities, impose late charges, grant extensions, and/or take other measures as AVCA deems appropriate, in its sole discretion.
- 10.3. Any unpaid fees, regardless of the amount, shall accrue a \$35.00 late charge for each thirty (30) day period not paid in full. This late charge obligation continues until all sums owing hereunder, including late charges and interest, are paid in full, and shall survive the termination of this Agreement regardless of the reason.

The undersigned hereby represent and warrant that they have the authority of User Group to enter into this agreement and that User Group is a legal entity duly formed to do business in the state of California. In the event that the undersigned does not have the authority of User Group or if User Group is determined to not be validly formed, then the undersigned stands personally liable for all of the obligations set forth in this Agreement. The undersigned further represents that they have read this Agreement, as well as any rules and regulations regarding the use of AVCA Property described at Exhibit "A" herein, and as the representative for User Group promises to abide by same.

[Signatures on following page]

///




**USER GROUP NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT**

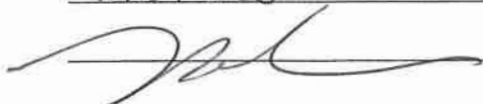
(Must exactly match name listed on all insurance documents provided pursuant to Section 4.1)

Print name: John G. Forney  
Title: Chief Facilities Officer  
Date: December 17, 2020  
Signature: \_\_\_\_\_

Print name: Andrew Mashburn  
Title: Athletic Director, Aliso Niguel High School  
Date: December 17, 2020  
Signature: \_\_\_\_\_

**ALISO VIEJO COMMUNITY ASSOCIATION ("AVCA")**

Print name: JASON STEIN  
Title: PRESIDENT  
Date: 11/10/2020  
Signature: 

Print name: Michael Avramidis  
Title: Vice President  
Date: 11/10/2020  
Signature: 

**EXHIBIT "A"**

Upon Association approval, User Group is licensed to use the facilities stated below for the purposes described in and subject to the conditions of the Limited Use & Maintenance Agreement attached hereto, during the days and hours listed below.

**Facility Name: WOODFIELD PARK**

**Number of concession stands, if any: 1**

**AVCA approval (initial): LD**

<u>DATES</u>	<u>TIME</u>	<u>LOCATION</u>
Mon. January 11, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. January 12, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. January 13, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. January 14, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. January 15, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. January 18, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. January 19, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. January 20, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. January 21, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. January 22, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. January 25, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. January 26, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. January 27, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. January 28, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. January 29, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. February 1, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. February 2, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. February 3, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5

CUSD (ANHS BASEBALL) WINTER/SPRING 2021 LUMA

Page 13 of 18

Thu. February 4, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. February 5, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. February 8, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. February 9, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. February 10, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. February 11, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. February 12, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. February 15, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. February 16, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. February 17, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. February 18, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. February 19, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. February 22, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. February 23, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. February 24, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. February 25, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. February 26, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. March 1, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. March 2, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. March 3, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. March 4, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. March 5, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. March 8, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. March 9, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5

Wed. March 10, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. March 11, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. March 12, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. March 15, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. March 16, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. March 17, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. March 18, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. March 19, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. March 22, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. March 23, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. March 24, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. March 25, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. March 26, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. March 29, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. March 30, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. March 31, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. April 1, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. April 2, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. April 5, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. April 6, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. April 7, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. April 8, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. April 9, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. April 12, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5

Tue. April 13, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. April 14, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. April 15, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. April 16, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. April 19, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. April 20, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. April 21, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. April 22, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. April 23, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. April 26, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. April 27, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. April 28, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. April 29, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. April 30, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. May 3, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. May 4, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. May 5, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. May 6, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. May 7, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. May 10, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. May 11, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. May 12, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. May 13, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. May 14, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5

Mon. May 17, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. May 18, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. May 19, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. May 20, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. May 21, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Mon. May 24, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Tue. May 25, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Wed. May 26, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Thu. May 27, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5
Fri. May 28, 2021	1:00 p.m. – 5:00 p.m.	Baseball Field #5

**EXHIBIT "B"**

**FEE STRUCTURE**

NOTE: A fee of \$16.00 per hour will be charged for the use of sports lighting.

<b><u>Park</u></b>	<b><u>Number of Fields</u></b>	<b><u>Fee (per field/ month)</u></b>	<b><u>Total</u></b>
Woodfield	1	\$150.00/field/month	\$675.00
<b>Total Amount Due to AVCA:</b>			<b>\$675.00</b>



## ACCIDENT/INCIDENT FORM

### Exhibit "C"

Person making report: _____		Date: ____/____/____
Address: _____		Phone: (    ) _____
<b>Identity of injured or affected person:</b>		
Name: _____	Age: _____	
Address: _____	<input type="checkbox"/> Female <input type="checkbox"/> Male	
_____		
Phone: (    ) _____	_____	
<b>Family of injured contacted?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, by whom? _____		
<b>Family Contact:</b> _____ <b>Relationship:</b> _____		
Address: _____	Phone: (    ) _____	_____
_____		
<b>Public agencies contacted regarding this incident:</b>		
Date: ____/____/____ am pm	Agency: _____	
Location: _____	Contact: _____	_____
By: _____	Phone: _____	_____
<b>Names of all other witnesses or persons involved in the incident/accident:</b>		
NAME: _____	ADDRESS: _____	PHONE: _____
_____	_____	(    ) _____
_____	_____	(    ) _____
_____	_____	(    ) _____
_____	_____	(    ) _____
_____	_____	(    ) _____





## ACCIDENT/INCIDENT FORM

Exhibit "C"

<b>ACCIDENT/INCIDENT DETAILS:</b>	
Date of Accident/Incident: ____ / ____ / ____	Time: ____ am pm
Location: _____	Weather Conditions: _____
Brief factual description of accident/injury:	
First aid provided (including any medication):	
By Whom: _____	
Provide full description of the accident/incident including preceding events and conditions, and all measures taken after the accident/incident. Do not state any opinions regarding the cause (use additional sheets, if necessary).	

I have supplied the confidential information requested above for the Aliso Viejo Community Association (AVCA), its insurance company, and its attorneys.

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

Email reports to: [marilyn.smith@associa.us](mailto:marilyn.smith@associa.us)  
Mail original report to: Aliso Viejo Community Association  
Attn: General Manager  
95 Argonaut, Suite 190  
Aliso Viejo, CA 92656

This report is intended to be confidential for transmission to and use by AVCA attorneys for litigation arising out of claims.

**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: December 16, 2020

Board Item: Aliso Viejo Community Association Limited Use and Maintenance Agreement for  
Aliso Niguel High School Winter/Spring Lacrosse 2021

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**HISTORY**

The District has a long term relationship and agreement with the Aliso Viejo Community Association (AVCA) for the use of their parks by Aliso Niguel High School (ANHS).

**BACKGROUND INFORMATION**

The District and AVCA have had a mutually beneficial and cooperative association for many years, where ANHS Lacrosse has used Foxborough Park, owned by AVCA, under past limited use and maintenance agreements.

**CURRENT CONSIDERATIONS**

Approval of the AVCA Limited Use and Maintenance Agreement (LUMA) for Winter/Spring 2021 allows ANHS Lacrosse to use Foxborough Park from January 11, 2021 through May 28, 2021.

**FINANCIAL IMPLICATIONS**

The District will incur a fee of \$675 paid by site funds.

**STAFF RECOMMENDATION**

Approval of the AVCA LUMA for ANHS Winter/Spring Lacrosse 2021. The AVCA owns and maintains Foxborough Park, adjacent to ANHS. The Winter/Spring Lacrosse 2021 LUMA allows ANHS Lacrosse to use Foxborough Park from January 11, 2021 through May 28, 2021.

**PREPARED BY:** John Forney, Chief Facilities Officer

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



## **LIMITED USE & MAINTENANCE AGREEMENT**

### **AVCA/CAPISTRANO UNIFIED SCHOOL DISTRICT**

This Limited Use and Maintenance Agreement (hereinafter "Agreement") is entered into this 14<sup>th</sup> day of December, 2020 by and between the Aliso Viejo Community Association, a nonprofit public benefit corporation ("AVCA") and Capistrano Unified School District ("User Group"). This Agreement shall be evaluated based upon the ability of all parties to effectively perform necessary maintenance and the past history of User Group. The goal of this Agreement is to provide quality parks for residents of AVCA and for the AVCA organizations who request use of the facilities.

#### **1. Definitions.**

As used in this Agreement, the following terms shall have the following meanings:

- 1.1. Agreement Term: The period of time starting on the date on which this Agreement is signed by the Parties, and ending on May 28, 2021.
- 1.2. AVCA Property: All property owned or controlled by AVCA.
- 1.3. Participant: A player on the team organized by User Group. Coaches and other support staff are not considered Participants for the purposes of the age and residency requirements.
- 1.4. Start Date: The first day of use of AVCA Property by User Group under this Agreement.

#### **2. User Group's Obligations**

- 2.1. For usage of those areas listed on the attached Exhibit "A" during the times and for the term set forth in such Exhibit, User Group shall pay a fee set forth at Exhibit "B". A fee of \$16.00 per hour will be charged for the use of sports lighting.
- 2.2. In order to maximize the availability of AVCA Property to community groups, AVCA reserves the right to reallocate use of a facility if not needed by User Group, as determined by AVCA after review of evidence of such non-use and in its sole discretion. For this purpose, User Group shall notify AVCA in writing at least two (2) weeks in advance if it does not plan to use a facility at a time and date indicated on Exhibit A. No refund of use fees will be given. Failure to provide timely notice of unused facility time will result in a

penalty of \$168.75, may result in the suspension or cancellation of this Agreement, and may be considered during future facility use allocations.

- 2.3. User Group shall ensure that at least one team on every field used by User Group under this Agreement is comprised of Participants at least seventy-five percent (75%) of whom are residents of AVCA and 18 years of age or under. Under no circumstances may two teams not meeting this requirement play on the same field at the same time.
- 2.4. User Group shall designate one person to serve as a liaison to AVCA for all matters related to this Agreement and User Group's use of AVCA property, including but not limited to required submissions to and communication with AVCA ("Liaison"). AVCA will communicate only with the Liaison regarding this Agreement and User Group's use of AVCA property, using only the contact information provided by the Liaison. The identity of the Liaison may be changed at any time by written notice to AVCA. Notwithstanding the above, in an emergency AVCA may be contacted by any authorized User Group member.
- 2.5. User Group shall ensure that an individual familiar with all park use rules and the obligations of this Agreement is onsite during the times set forth at Exhibit "A" for the purpose of ensuring compliance with such rules and obligations during such times.
- 2.6. AVCA Property shall be kept clean, free of debris, and in good condition. User Group is responsible for ensuring clean-up of all AVCA Property and the surrounding areas after any use. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the AVCA Property, except in enclosed trash receptacles or dumpsters, and no odor shall be permitted to arise therefrom so as to render the AVCA Property, or any portion thereof, unsanitary, unsightly, or offensive as determined in the sole discretion of AVCA. Failure to keep any AVCA Property clean of trash and debris may result in AVCA having the area cleaned at User Group's expense.
  - 2.6.1. User Group shall operate concession stands only if disclosed on this Agreement on Exhibit A, with submission of a current Food Facility Health Permit from the Orange County Environmental Health department and after written approval from AVCA. User Group shall ensure at all times that concession stands are clean, neat, and present no health hazards. User Group shall reimburse AVCA for any and all costs AVCA incurs for violations of these rules, as solely determined by AVCA, including but not limited to pest extermination and re-keying costs. AVCA reserves the right to withdraw permission to operate and re-key concession stands at any time if it determines that User Group has failed to meet the standards stated above.

- 2.7. User Group acknowledges that use of AVCA Property for any reason during closure times is strictly prohibited, and agrees on behalf of itself and all of its Participants to abide by all closure times. User Group further understands and agrees that if User Group or any of its employees, agents, and/or Participants uses the field in any way during closure periods, AVCA will suffer damage. Therefore, User Group shall pay to AVCA as liquidated damages the sum of ONE THOUSAND Dollars (\$1,000), or a greater amount as necessary to pay all damages and costs incurred by AVCA for necessary repairs to AVCA Property, as reasonably determined by AVCA, for each occasion on which User Group or any of its employees, agents, and/or Participants violates this provision.
- 2.8. User Group is responsible for ensuring all Participants and spectators follow AVCA's rules and regulations at all times, including, but not limited to, the prohibition of alcoholic beverages on the park sites.
- 2.9. User Group is responsible for the set-up and breakdown of all equipment used by User Group's Participants or spectators pursuant to this Agreement. AVCA shall not be held responsible for the damage, loss or theft of any property owned or stored by User Group on AVCA Property.
- 2.10. User Group shall reimburse AVCA for any and all costs incurred by AVCA to repair damage to AVCA Property that is due to User Group's neglect or abuse. Under these circumstances AVCA may restore AVCA Property to the state it was in immediately prior to the Start Date.
- 2.11. If during the term of this Agreement User Group fails to perform any required maintenance within 24 hours of notice from AVCA that such maintenance is lacking, AVCA may perform such maintenance without further notice at User Group's expense.
- 2.12. No improvements may be made to AVCA Property by User Group without first receiving the express written permission of AVCA. Should User Group place, move, or install any improvements on the AVCA Property without first receiving the express written permission of AVCA, AVCA shall have the sole right to remove or restore such improvements at User Group's expense. Absent a more specific agreement, any improvements that are approved by AVCA must be maintained by User Group to a standard that is acceptable to AVCA, and AVCA may require the removal of any such improvements at any time at User Group's expense. AVCA shall not be responsible for any damages, expenses, reimbursement or charges related to the installation, maintenance or removal of such improvements.

- 2.13. User Group shall promptly notify AVCA of any maintenance that AVCA is responsible to perform, including, but not limited to, turf damage or irrigation issues that are unrelated to User Group's use of AVCA Property. In the event of any emergency repairs, only AVCA authorized contractors may perform any necessary repair. User Group shall reimburse AVCA for any repairs which are not related to the ordinary use of the facilities.
- 2.14.
- (a) This Agreement shall be subject to termination upon ninety (90) days' written notice to either party, unless earlier termination is allowed herein due to breach of any provision of this Agreement.
  - (b) Should any breach of this Agreement occur, or if performance of any of the duties and/or obligations of User Group is not timely and completely performed, AVCA shall provide written notice to User Group of the breach. If said breach is not cured within thirty (30) days of the date notice is sent, this Agreement may be immediately terminated by AVCA. In such an event, User Group shall not be entitled to any refund of use fees. Written notice of termination shall be sent by first class mail to User Group at the address set forth in this agreement, or such address as User Group has provided to receive such notices.
- 2.15. User Group may not swap, trade, gift, sell, authorize or otherwise transfer the right to use any AVCA Property to any other person, entity or organization (even if an affiliated entity or organization). In addition, except with the prior express written consent of AVCA, User Group shall not permit any outside vendors (including without limitation food vendors, sponsors, or contractors) on the AVCA Property.
- 2.16. AVCA may, in its sole discretion, withhold reasonable sums from the refundable deposit to ensure User Group's compliance with this Agreement, including, but not limited to, expenses for repair of AVCA Property, damages for injury to or loss by third persons, unpaid fees or other obligations due from User Group under this Agreement, or attorney's fees related to pursuit of compliance with this Agreement. In the event that any damage, maintenance, repair or other expense owed by User Group pursuant to this Agreement exceeds the amount of the refundable deposit, then AVCA shall be entitled to retain the entirety of such deposit and shall have the right to pursue User Group for the balance owed.
- 2.17. User Group shall ensure and enforce that NO PARKING takes place on any area other than in marked designated parking stalls in asphalt parking areas/lots or other areas that AVCA has designated as an Overflow Parking Lot/Area and signage of such has been installed by AVCA. In addition, User Group shall ensure and enforce that NO PARKING takes place on any grass or turf on the AVCA Property.

- 2.18. If use includes the use of the concession stand, User Group shall not store any items in the electrical room at the concession stand without the express prior written permission of AVCA. In no event shall User Group store any items on the floor of the electrical room in the concession stand. User Group is only permitted to store items on the built-in shelving within the electrical room, provided that it first receives the prior written consent of AVCA. Any items not placed on the shelves shall be immediately removed and discarded. Failure to adhere to keeping the floor/walkways clear at all times may result in the future loss of use of the electrical room for any storage purposes. User Group shall keep the concession stand kitchen, storage rooms and electrical rooms clean and clear of all items so that inspections and routine maintenance work can occur unimpeded.
- 2.19. User Group shall not permit the use of any portable, transportable, or non-stationary barbeques on the AVCA Property except with the prior written consent of AVCA.
- 2.20. User Group shall not permit the use of the AVCA facilities described in Exhibit A by any of User Group's Participants, employees, volunteer coaches and/or spectators if field conditions are considered hazardous, such as in the event of wet, muddy, or uneven fields. AVCA reserves the right to determine whether field conditions are hazardous, in which case the use of the AVCA facilities shall not be permitted at such time.
- 2.21. As provided in this paragraph, User Group shall complete and report all incidents that occur during the course of User Group's use of the AVCA Property to AVCA within twenty-four (24) hours of said incident using the Incident Report Form attached as Exhibit "C" hereto. An incident report must be completed for (1) any injury that requires advanced first aid, (2) any injury or illness that could have future complications or require subsequent medical attention, including without limitation severe sprains, broken limbs, and concussions, (3) any act of suspected sexual harassment or child abuse, (4) any act that violates the law, and (5) any act that results in damage to the AVCA Property. An incident report is not required for (1) minor injuries such as scratches and blisters and (2) other personal illnesses that are not likely to have future complications even if the illness causes the person at issue to leave the AVCA Property.
- 2.22.
- (a) User Group understands the nature of the inherent risks involved with presence at and use of AVCA Property, including, but not limited to, risk of contracting and/or spreading viruses such as COVID-19 or other pathogens which can cause disease. User Group assumes all risk associated with potentially contracting and/or spreading any virus or pathogen which can cause disease. User Group acknowledges that AVCA has taken precautions to mitigate the spread of any such virus or pathogen. User Group

promises to fulfill User Group's obligation to take steps necessary to mitigate the risk of contracting and/or spreading any virus or pathogen by following recognized measures from the Centers for Disease Control, including but not limited to, staying home if sick, practicing proper hygiene procedures including washing of hands, disinfecting any surfaces User Group and its participants may come in contact with, and utilizing, where appropriate, personal protective equipment such as masks and gloves.

- (b) User Group shall submit a COVID-19 Safety Protocol describing how its activities will be modified to protect the safety of all participants. AVCA has no requirements for the content of the COVID-19 Safety Protocol and will not review it. User Group is solely responsible for creating and carrying out this protocol consistent with the recommendations of relevant sports organizations and governmental agencies such as the Centers for Disease Control and the California Department of Public Health. The COVID-19 Safety Protocol must be received by AVCA before use of AVCA Property may begin.

### 3. AVCA's Obligations

- 3.1. AVCA shall perform reasonable maintenance and repair of AVCA property. No portion of AVCA was designed for performance as a professional level sports field. For the most part AVCA's sport fields were designed as passive parks and AVCA is making its best efforts to utilize such areas, where desired, as sports fields to meet the community's changing needs.
- 3.2. AVCA shall use reasonable efforts to keep all AVCA Property specified herein in a manner that is clean, free of debris and in useable condition for the periods specified in this Agreement. The parties to this agreement understand that AVCA is a nonprofit entity. AVCA does not stand as a guarantor that any field or other property is ready and available for use. In the event that the AVCA Property that is specified in this Agreement is unsuitable or unavailable for use, then AVCA shall either provide a comparable site or refund a prorated share of the fees paid by User Group under this Agreement to reimburse User Group for the lost use. User Group acknowledges that AVCA is not responsible to reimburse any expenses or costs associated with finding an alternate site due to the unavailability of AVCA Property.
- 3.3. AVCA shall cause to be inspected all AVCA Property, including, but not limited to, any applicable facilities and/or fencing for damage and report as necessary. User Group retains, however, the obligation to inspect AVCA Property prior to each use to ensure the safety of User Group's Participants.



- 3.4. AVCA shall have a representative available for on-site inspection of the AVCA Property as requested to review existing conditions in the event of any problems. AVCA is dedicated to the success of its user groups, and to this end reserves the right to determine the use schedule that best meets the needs of the community as a whole and to ensure the best maintenance of AVCA Property. User Group should expect that there will be times where a portion of AVCA Property must be closed to let the area rehabilitate or for a needed maintenance to be performed. In such instances, User Group is expected to cooperate with AVCA's efforts. Past use of AVCA Property does not guarantee use by User Group of such area in the future.
- 3.5. User Group recognizes that conditions beyond AVCA's control may also require the closure of AVCA Property on dates scheduled for use by User Group, including but not limited to a governmental stay-at-home order, epidemic (including but not limited to COVID-19), and other *force majeure* events, and does hereby waive any rights, claims or damages that may result from such closure of AVCA Property.

#### 4. INSURANCE

- 4.1. User Group shall provide: (a) a \$1,000,000 liability policy with an additional insured endorsement specifically naming "Aliso Viejo Community Association", its employees, officers and directors, and "Powerstone Property Management, Inc." its employees, officers, and directors as additional insureds; (b) such endorsement shall provide that User Group's policy shall be primary, and non-contributory with any policies of insurance owned by said additional insureds; & (c) said policy shall provide for 30 days written notice to AVCA of cancellation, termination and/or non-renewal. A full copy of the entire policy, including the endorsement specified herein, is required prior to any use of AVCA Property and whenever such policy is renewed or replaced. User Group agrees to require any and all vendors, contractors, and/or subcontractors to provide the same insurance coverage and the same evidence of insurance as required of User Group under the Agreement (see "Other Provisions," page 5).
- 4.2. Insurance documents provided pursuant to Section 4.1 must state User Group's name exactly as it is stated in this Agreement. Documents for insurance purchased through a parent organization are subject to AVCA's approval, and may be subject to review by AVCA's legal counsel, all in AVCA's sole and absolute discretion.
- 4.3. Insurance Certificates specifically naming both "Aliso Viejo Community Association" and "Powerstone Property Management, Inc." as additional insured with a second page endorsement must be received a minimum of thirty (30) days prior to the Start Date.

- 4.4. User Group agrees to require any and all vendors, contractors, and/or subcontractors to provide the same insurance coverage and the same evidence of insurance as required of User Group under this Agreement
- 4.5. AVCA shall have the right, but not the obligation, to prohibit User Group from using AVCA Property until the required evidence of insurance of both User Group and its vendors, contractors, and/or subcontractors has been received by AVCA. Failure to provide the required evidence of insurance shall be a material breach of the Agreement, and grounds for immediate termination of the Agreement, at AVCA's discretion.

## 5. INDEMNIFICATION

- 5.1. User Group agrees to indemnify, defend, and hold AVCA and the additional insureds referenced herein free and harmless from all loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and legal costs, that Association or such additional insureds may incur as a result of any act or omission by User Group related to or in furtherance of the purposes of this Agreement. User Group further agrees that such indemnity shall include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and costs, that Association or such additional insureds may incur as a result of any act or omission by User Group's Participants, employees, volunteer coaches and/or spectators associated with an event arranged by User Group at the location and during the times set forth in Exhibit "A".
- 5.2. User Group agrees that the indemnity provided by User Group to AVCA under the Agreement shall also include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and costs, that AVCA and the additional insureds referenced in the Agreement may incur as a result of any act or omission by User Group vendors, contractors, subcontractors and/or any other agents associated with an event arranged by User Group at the location and during the times set forth in Exhibit "A" of the Agreement.

## 6. WAIVER AND RELEASE FORMS

- 6.1. User Group shall require each Participant and their family to sign a waiver and release acceptable to AVCA, which waives the right to make, bring or maintain any and all claims of any type and kind which said Participants might have, or acquire in the future, against AVCA, its directors and employees, and/or Powerstone Property Management, Inc. its directors and employees (hereinafter "Released Parties") and that releases said Released Parties from any

claim, liability and/or demand of every type and kind which might be brought against any one or more of them as to any injury or damage which arise from or out of the User Group's program and/or the use of AVCA Property.

6.2. AVCA's signed, original Waiver & Release Forms for each and every Participant must be received a minimum of seven (7) days prior to the Start Date, subject to the submission requirements in Section 10.2.

6.3. If User Group submits Waiver & Release Forms in an electronic format, a fee of \$2.00 per electronic signature received will be assessed to cover AVCA's costs for use of this software. User Group shall pay these fees upon receipt of an invoice from AVCA.

## 7. RESIDENCY AND AGE REQUIREMENTS

7.1. Age Requirement for Participants: At least 75% of User Group's Participants must be 18 years of age or younger/older (circle one).

7.2. Residency Requirement for Participants: At least 75% of User Group's Participants must be residents of AVCA.

7.3. User Group shall submit written verification that the Participants meet the residency and age requirements specified above no later than two (2) weeks prior to the Start Date, subject to the submission requirements in Section 10.2. Acceptable forms of verification are determined by AVCA in its sole and absolute discretion. Rosters containing, at a minimum, the last name, age, and full residential address of every Participant are usually acceptable forms of verification.

## 8. TOURNAMENTS

User Group shall submit the dates and times for all tournaments being scheduled in their season to AVCA. The AVCA Board of Directors will review the dates and times for the tournaments and, if approved, the parties shall enter into a separate Limited Use & Maintenance Agreement.

## 9. EMERGENCY

Each party to this Agreement herein provides the following 24/7 phone numbers for use by the other parties in the event of emergencies:

<u>User Group:</u>	Capistrano Unified School District (Aliso Niguel High School)
<u>Address:</u>	28000 Wolverine Way

Phone: Aliso Viejo, CA 92656  
(949) 831-5590

AVCA: Aliso Viejo Community Association  
95 Argonaut, Suite 190  
Aliso Viejo, CA 92656  
(949) 243-7550

#### 10. DOCUMENT AND FEE SUBMISSION

- 10.1. All fees, insurance documentation, and this executed Agreement must be received a minimum of thirty (30) days in advance of the Start Date.
- 10.2. Applicant must remit all required documents and fees (including but not limited to Rosters, Waiver & Release Forms, User Fees, Insurance, Light Fees, executed Limited Use & Maintenance Agreements, Incident/Accident Forms) to the AVCA offices either via First Class Mail OR in person during normal business hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, or other holiday scheduled office hours for AVCA. AVCA assumes no responsibility for items left at the door, outside of the door, or slipped under the door. User is responsible for confirming that AVCA receives all required documents and fees in good order. If required documents and/or fees are not received by AVCA by the specified deadlines for any reason, AVCA reserves the right to deny use of AVCA facilities, impose late charges, grant extensions, and/or take other measures as AVCA deems appropriate, in its sole discretion.
- 10.3. Any unpaid fees, regardless of the amount, shall accrue a \$35.00 late charge for each thirty (30) day period not paid in full. This late charge obligation continues until all sums owing hereunder, including late charges and interest, are paid in full, and shall survive the termination of this Agreement regardless of the reason.

The undersigned hereby represent and warrant that they have the authority of User Group to enter into this agreement and that User Group is a legal entity duly formed to do business in the state of California. In the event that the undersigned does not have the authority of User Group or if User Group is determined to not be validly formed, then the undersigned stands personally liable for all of the obligations set forth in this Agreement. The undersigned further represents that they have read this Agreement, as well as any rules and regulations regarding the use of AVCA Property described at Exhibit "A" herein, and as the representative for User Group promises to abide by same.

[Signatures on following page]

///

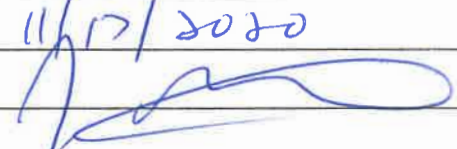
**USER GROUP NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT**

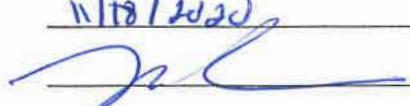
(Must exactly match name listed on all insurance documents provided pursuant to Section 4.1)

Print name: John G. Forney  
Title: Chief Facilities Officer  
Date: December 17, 2020  
Signature: \_\_\_\_\_

Print name: Andrew Mashburn  
Title: Athletic Director - Aliso Niguel High School  
Date: December 17, 2020  
Signature: \_\_\_\_\_

**ALISO VIEJO COMMUNITY ASSOCIATION ("AVCA")**

Print name: JASON STAN  
Title: PRESIDENT  
Date: 11/17/2020  
Signature:  \_\_\_\_\_

Print name: Michael Arramidis  
Title: Vice President  
Date: 11/18/2020  
Signature:  \_\_\_\_\_

**EXHIBIT "A"**

Upon Association approval, User Group is licensed to use the facilities stated below for the purposes described in and subject to the conditions of the Limited Use & Maintenance Agreement attached hereto, during the days and hours listed below.

**Facility Name: FOXBOROUGH PARK**

**Number of concession stands, if any: 1**

**AVCA approval (initial): LD**

<u>DATES</u>	<u>TIME</u>	<u>LOCATION</u>
Mon. January 11, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. January 12, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. January 13, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. January 14, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. January 15, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. January 18, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. January 19, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. January 20, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. January 21, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. January 22, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. January 25, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. January 26, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. January 27, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. January 28, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. January 29, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. February 1, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. February 2, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. February 3, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
CUSD (ANHS LACROSSE) WINTER/SPRING 2021 LUMA		

Page 13 of 18

Thu. February 4, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. February 5, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. February 8, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. February 9, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. February 10, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. February 11, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. February 12, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. February 15, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. February 16, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. February 17, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. February 18, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. February 19, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. February 22, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. February 23, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. February 24, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. February 25, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. February 26, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. March 1, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. March 2, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. March 3, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. March 4, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. March 5, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. March 8, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. March 9, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2



Wed. March 10, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. March 11, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. March 12, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. March 15, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. March 16, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. March 17, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. March 18, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. March 19, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. March 22, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. March 23, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. March 24, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. March 25, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. March 26, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. March 29, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. March 30, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. March 31, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. April 1, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. April 2, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. April 5, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. April 6, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. April 7, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. April 8, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. April 9, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. April 12, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2

Tue. April 13, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. April 14, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. April 15, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. April 16, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. April 19, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. April 20, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. April 21, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. April 22, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. April 23, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. April 26, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. April 27, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. April 28, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. April 29, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. April 30, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. May 3, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. May 4, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. May 5, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. May 6, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. May 7, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. May 10, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. May 11, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. May 12, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. May 13, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. May 14, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2

Mon. May 17, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. May 18, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. May 19, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. May 20, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. May 21, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Mon. May 24, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Tue. May 25, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Wed. May 26, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Thu. May 27, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2
Fri. May 28, 2021	3:00 p.m. – 5:00 p.m.	Soccer Field #2

**EXHIBIT "B"**

**FEE STRUCTURE**

NOTE: A fee of \$16.00 per hour will be charged for the use of sports lighting.

<b><u>Park</u></b>	<b><u>Number of Fields</u></b>	<b><u>Fee (per field/ month)</u></b>	<b><u>Total</u></b>
Foxborough	1	\$150.00/field/month	\$675.00
<b>Total Amount Due to AVCA:</b>			<b>\$675.00</b>



## ACCIDENT/INCIDENT FORM

### Exhibit "C"

Person making report: _____		Date: ____/____/____
Address: _____		Phone: (    ) _____
<b>Identity of injured or affected person:</b>		
Name: _____	Age: _____	
Address: _____	<input type="checkbox"/> Female <input type="checkbox"/> Male	
_____ _____ Phone: (    ) _____		
<b>Family of injured contacted?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, by whom?</b> _____		
Family Contact: _____	Relationship: _____	
Address: _____	Phone: _____	(    ) _____
_____ _____		
<b>Public agencies contacted regarding this incident:</b>		
Date: ____/____/____	am    pm	Agency: _____
Location: _____	Contact: _____	
By: _____	Phone: _____	
<b>Names of all other witnesses or persons involved in the incident/accident:</b>		
NAME: _____	ADDRESS: _____	PHONE: _____
_____	_____	(    ) _____
_____	_____	(    ) _____
_____	_____	(    ) _____
_____	_____	(    ) _____
_____	_____	(    ) _____
_____	_____	(    ) _____



## ACCIDENT/INCIDENT FORM

Exhibit "C"

<b>ACCIDENT/INCIDENT DETAILS:</b>	
Date of Accident/Incident: ____/____/____	Time: ____ am pm
Location: _____	Weather Conditions: _____
Brief factual description of accident/injury:	
First aid provided (including any medication):	
By Whom: _____	
Provide full description of the accident/incident including preceding events and conditions, and all measures taken after the accident/incident. Do not state any opinions regarding the cause (use additional sheets, if necessary).	

I have supplied the confidential information requested above for the Aliso Viejo Community Association (AVCA), its insurance company, and its attorneys.

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

Email reports to: [marilyn.smith@associa.us](mailto:marilyn.smith@associa.us)  
Mail original report to: Aliso Viejo Community Association  
Attn: General Manager  
95 Argonaut, Suite 190  
Aliso Viejo, CA 92656

This report is intended to be confidential for transmission to and use by AVCA attorneys for litigation arising out of claims.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

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

Prepared by: John Forney, Chief Facilities Officer

Date: December 16, 2020

Board Item: Change Order No. 2 Bid No. 2021-07, Bridges Community Day High School Restroom Portable Project

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**HISTORY**

Four bids were received and opened on April 5, 2020 for the Bridges Community Day High School Restroom Portable Project. The bidder offering the lowest base price was used to determine the lowest responsive bidder. R. Jensen Co., Incorporated was the lowest responsive bidder at \$214,000. This project is funded by developer fees.

**BACKGROUND INFORMATION**

The Board approved the Award of Bid No. 2021-07 in the amount of \$214,000 to R. Jensen Co., Incorporated at the August 19, 2020 Board meeting.

The Board approved Change Order No. 1 in the amount of \$11,171.52 to Bid No. 2021-07 at the November 18, 2020 Board meeting. This change order was related to alterations of unknown site conditions and existing utilities.

**CURRENT CONSIDERATIONS**

Change Order No. 2 is related to alterations to the proposed potable water utility line for the new portable restroom building due to unforeseen existing conditions. This change order consists of additions, deletions, or other revisions that are now being presented to the Board for approval. All such changes in the work are performed under applicable conditions of the change in contract documents.

**FINANCIAL IMPLICATIONS**

The financial implications related to this agenda item are detailed in the attached exhibit for Change Order No. 2 to Bid No. 2021-07 in the amount of \$19,135.83 bringing the total project cost up from \$225,171.52 to \$244,307.35. With this change order, the project remains under budget.

**STAFF RECOMMENDATION**

It is recommended the Board approve Change Order No. 2 to Bid No. 2021-07, Bridges Community Day High School Restroom Portable Project in the amount of \$19,135.83.

**PREPARED BY:** John Forney, Chief Facilities Officer

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





# CONSTRUCTION

## DEPARTMENT

### CHANGE ORDER

**NO. 2**

**PROJECT:**

Bridges Community Day High School  
Restroom Portable Project  
31576 El Camino Real  
San Juan Capistrano, CA 92675

**OWNER:**

Capistrano Unified School District

**CM FIRM:**

TELACU Construction Management

**ARCHITECT:**

WLC Architects

**ARCHITECT PROJECT**

2011800

**#:**

**BID NUMBER:**

2021-07

**DATE:**

11/12/2020

**CONTRACTOR:**

R. Jensen Co., Incorporated  
538 Sixth Street  
Norco, CA 92860

ITEM NO.	DESCRIPTION	WORK ORDER	AMOUNT
1	PER RFI #9, Contractor is to install 190 feet of new water line to connect with existing water line at the north end of the project site. Existing line for tie in had been previously abandoned.	6	\$ 14,337.80
2	PER RFI #9, Contractor is to install new utility tie in location at restroom building per updated water line tie in route.	7	\$ 4,798.03

**TOTAL AMOUNT: \$ 19,135.83**

The proposed change does **NOT** affect the final completion date required by the contract.

The proposed change will DECREASE the final completion date by \_\_\_\_\_ calendar days.

The proposed change will INCREASE the final completion date by \_\_\_\_\_ calendar days.

Structural Change

Non- Structural Change

Non-Fire / Life & Safety / Access Compliance Change

The original contract sum was:	\$ 214,000.00
Net Changes by previously authorized change orders:	\$ 11,171.52
The contract sum prior to this change order was:	\$ 225,171.52
The contract sum will be changed by this change order in the amount of:	\$ 19,135.83

**New Contract Sum Including This Request for Change Order \$ 244,307.35**

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this change order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This change order is hereby agreed to, accepted, and approved, all in accordance with the General Conditions of the Contract Documents.

**This change order is not valid until signed by the Contractor, Architect and Owner.**

**CONTRACTOR**

R. Jensen Co., Incorporated  
538 Sixth Street  
Norco, CA 92860

By: Chris Almanza  
90E02818CA8E494...  
Date: 11/13/2020

**ARCHITECT**

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

By: [Signature]  
F722C10B681C4C6...  
Date: 11/13/2020

**OWNER**

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

By: [Signature]  
1F0593C9708A44D...  
Date: 11/13/2020

## Change Order Log



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

**Project:** Bridges Community Day High School Restroom Portable Project  
**Original Contract Value:** \$ 214,000.00  
**Current Contract Value:** \$ 244,307.35

Change Order Summary	Code	Percent Change	Amount
Scope Change	SC	0.74%	\$ 1,579.00
Value Engineering	VE	0.00%	\$ -
Unforeseen Conditions	UC	13.42%	\$ 28,728.35
Code Requirements	CR	0.00%	\$ -
Errors & Omissions	EO	0.00%	\$ -
<b>Total</b>		<b>14.16%</b>	<b>\$30,307.35</b>

Change Order No.	Board Approval Date	Work Order No.	Date	Subject	Status	Change Order Code	Amount
01	11/18/2020	001	10/12/2020	Relocation of Shipping Container Onsite	APPROVED	UC	\$ 2,210.14
01	11/18/2020	002	10/12/2020	Purchase & Installation of Concrete Pull box	APPROVED	UC	\$ 804.74
01	11/18/2020	003	10/12/2020	Installation of Concrete Curb at Walkway	APPROVED	UC	\$ 3,690.61
01	11/18/2020	004	10/12/2020	Installation of Concrete Curbs at Vent Wells	APPROVED	SC	\$ 1,579.00
01	11/18/2020	005	10/12/2020	Relocate Existing Water Line and Electrical Conduits for Sewer Tie In	APPROVED	UC	\$ 2,887.03
<b>Change Order 01 Total</b>							<b>\$11,171.52</b>
02	12/16/2020	006	10/21/2020	New Domestic Water Utility Line	PENDING	UC	\$ 14,337.80
02	12/16/2020	007	10/21/2020	New Domestic Water Utility Tie In at Restroom Building	PENDING	UC	\$ 4,798.03
<b>Change Order 01 Total</b>							<b>\$19,135.83</b>
<b>Grand Total</b>							<b>\$11,171.52</b>



**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**SITE:** BRIDGES COMMUNITY DAY HIGH SCHOOL  
**PROJECT:** RESTROOM PORTABLE PROJECT  
**ARCHITECT:** WLC

## WORK ORDER

NO. 6

**SUBJECT:** New Domestic Water Utility Line  
**DATE:** 10/21/2020

**TO:**

NAME: CHRIS ALMANZA  
 COMPANY: R JENSEN

**FROM:**

NAME: GREG SMITH  
 COMPANY: TELACU CONSTRUCTION MANAGEMENT

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the contractor has, arising out of the revision set forth herein. including claims for impact and delay costs, excluding those identified herein.

### DESCRIPTION OF PROPOSAL

PER RFI #9, Contractor is to install 190 feet of new water line to connect with existing water line at the north end of the project site. Existing line for tie in had been previously abandoned.

NO.	ITEM DESCRIPTION	AMOUNT
1	New Domestic Water Utility Line	\$ 14,337.80

It is understood that this Work Order will be effective when signed by Kirsten Vital. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Word Order, unless otherwise provided in the Work Order.

**COST:**


- ☒ LUMP SUM \$ 14,337.80 ☐ NOT TO EXCEED \$ \_\_\_\_\_
- ☐ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS.
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

**TIME:**

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

**Signature**

**Date**

CUSD - JOHN FORNEY		11/13/2020
Construction Manager		11/13/2020
General Contractor		11/13/2020
Architect of Record		11/13/2020
Inspector of Record		11/13/2020

**RFI #9**

TELACU Construction Management  
 604 N. Eckhoff Street  
 Orange, California 92868  
 Phone: (714) 541-2390  
 Fax: (714) 541-9411

**Project:** 20-108 - Bridges Community Day HS Restroom Portable Project  
 31576 El Camino Real  
 San Juan Capistrano, California 92675

## New Water Line

<b>TO:</b> Kathleen Gillette ( <b>WLC Architects</b> ) <b>DATE INITIATED:</b> 10/23/2020 <b>LOCATION:</b> <b>PROJECT STAGE:</b> <b>COST IMPACT:</b> <b>DRAWING NUMBER:</b> <b>LINKED DRAWINGS:</b>	<b>FROM:</b> Greg Smith ( <b>TELACU Construction Management</b> ) 604 N. Eckhoff Street Orange, California 92868  <b>STATUS:</b> Open <b>DUE DATE:</b> 10/26/2020 <b>COST CODE:</b> <b>SCHEDULE IMPACT:</b> <b>SPEC SECTION:</b> <b>REFERENCE:</b>
--	---

**RECEIVED FROM:**

**COPIES TO:**  
 Kathleen Gillette (**WLC Architects**), Michael Hanna (**VIS - Vital Inspection Services**)

### Question from Greg Smith (TELACU Construction Management) at 08:47 AM on 10/23/2020

Existing water line for restroom POC had been previously abandoned. Nearest water source is located on the east side of the 2" valve in the north parking lot. R Jensen has attached their proposed route for a new 2" water line to supply the restroom portable. Please note any comments or concerns with proposed route.

**Attachments:**

[Water Line\[1\].pdf](#)

Awaiting an Official Response

**All Replies:**

Engineer takes no exception to proposed route. Contractor is responsible to ensure conflict free.

See markup with alternate suggestion and notes in green for consideration.

**L. Corsbie**

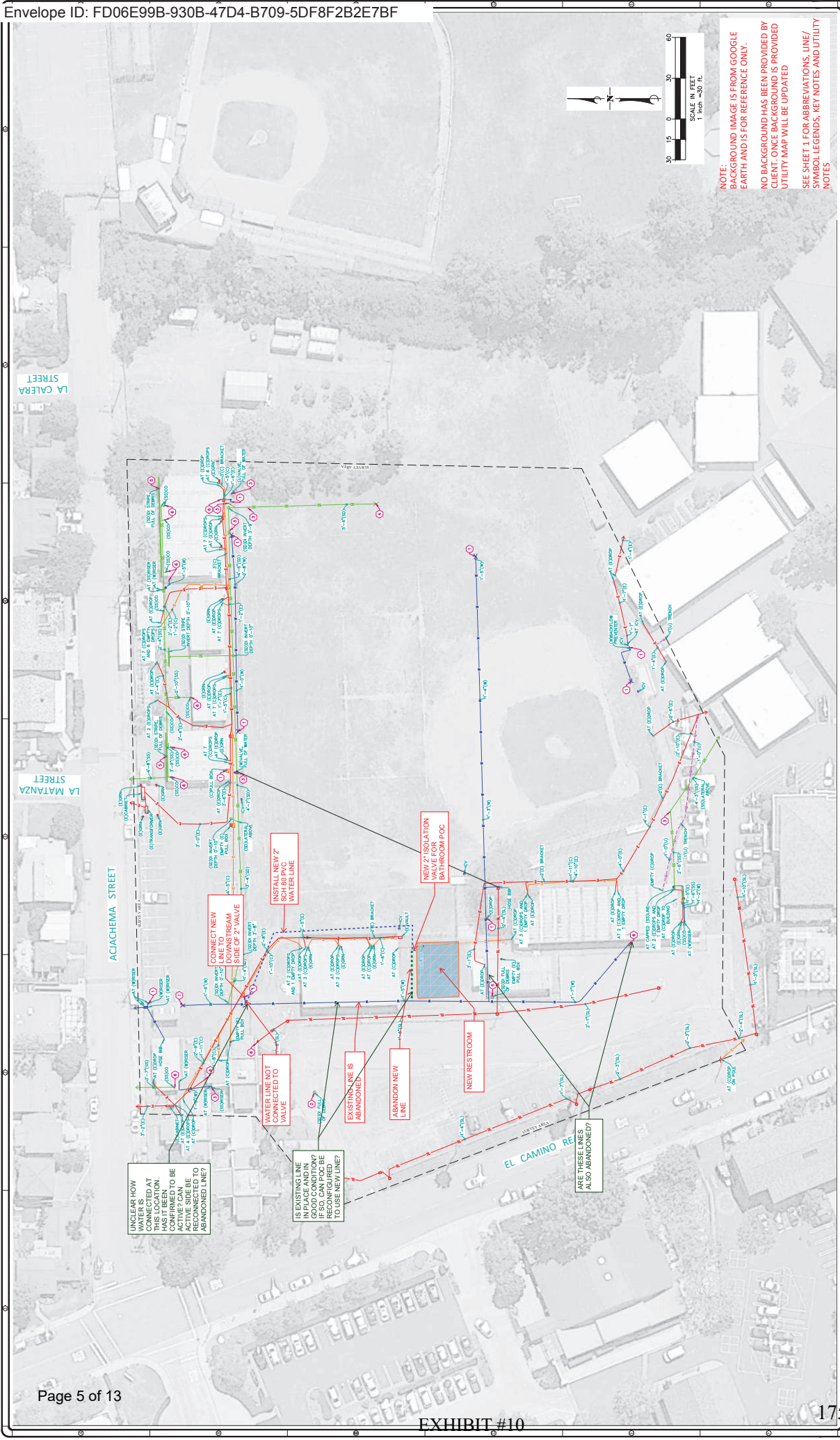
BY

**10/26/20**

DATE

COPIES TO





NOTE:  
BACKGROUND IMAGE IS FROM GOOGLE EARTH AND IS FOR REFERENCE ONLY.  
NO BACKGROUND HAS BEEN PROVIDED BY CLIENT. ONCE BACKGROUND IS PROVIDED UTILITY MAP WILL BE UPDATED  
SEE SHEET 1 FOR ABBREVIATIONS, LINE/ SYMBOL LEGENDS, KEY NOTES AND UTILITY NOTES



DATE LOCATED: 1/2/20	DATE: 1/2/20
DRAWN BY: A. HOSIE	DESIGNED BY: A. HOSIE
CHECKED BY: A. HOSIE	TECHNICAL: A. HOSIE
DRAWING NAME: UTILITY MAP	PROJECT NO: 22-033

NO.	DATE	BY	DESCRIPTION

CLIENT:	CAPISTRANO UNIFIED SCHOOL DISTRICT 3322 VALLE ROAD SAN JUAN CAPISTRANO, CA 92675
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PROJECT:	PARTIAL UNDERGROUND UTILITY MAP FOR: SAN JUAN ELEMENTARY SCHOOL 3342 EL CAMINO REAL SAN JUAN CAPISTRANO, CA 92675
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NOTES:  
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**RFI #9**

TELACU Construction Management  
 604 N. Eckhoff Street  
 Orange, California 92868  
 Phone: (714) 541-2390  
 Fax: (714) 541-9411

**Project:** 20-108 - Bridges Community Day HS Restroom Portable Project  
 31576 El Camino Real  
 San Juan Capistrano, California 92675

## New Water Line

<b>TO:</b>	Kathleen Gillette (WLC Architects)	<b>FROM:</b>	Greg Smith (TELACU Construction Management)
<b>DATE INITIATED:</b>	10/23/2020		604 N. Eckhoff Street
<b>LOCATION:</b>			Orange, California 92868
<b>PROJECT STAGE:</b>		<b>STATUS:</b>	Closed on 10/27/20
<b>COST IMPACT:</b>		<b>DUE DATE:</b>	10/26/2020
<b>DRAWING NUMBER:</b>		<b>COST CODE:</b>	
<b>LINKED DRAWINGS:</b>		<b>SCHEDULE IMPACT:</b>	
		<b>SPEC SECTION:</b>	
		<b>REFERENCE:</b>	

**RECEIVED FROM:**

**COPIES TO:**  
 Kathleen Gillette (WLC Architects), Michael Hanna (VIS - Vital Inspection Services)

### Question from Greg Smith (TELACU Construction Management) at 08:47 AM on 10/23/2020

Existing water line for restroom POC had been previously abandoned. Nearest water source is located on the east side of the 2" valve in the north parking lot. R Jensen has attached their proposed route for a new 2" water line to supply the restroom portable. Please note any comments or concerns with proposed route.

**Attachments:**

[Water Line\[1\].pdf](#)

**Official Response:** Kathleen Gillette (WLC Architects) responded on Monday, October 26th, 2020 at 4:06PM PDT

See attached response.

**Attachments:**

[RFI\\_9-new\\_water\\_line\\_Response.pdf](#)

**All Replies:**

### Response from Kathleen Gillette (WLC Architects) at 04:06 PM on 10/26/2020

See attached response.

**Attachments:**

[RFI\\_9-new\\_water\\_line\\_Response.pdf](#)

BY

DATE

COPIES TO

**R.JENSEN CO.INC.****CHANGE ESTIMATE SUMMARY**

<i>School</i>	<u>Bridges Day HS</u>	<i>Contractor:</i>	<u>R. JENSEN COMPANY</u>
<i>Project:</i>	<u>Portable Restroom</u>		<u>10/21/2020</u>
<i>Contract No.</i>	<u>2021-07</u>		<u>Change Order #10</u>

**Description of proposed change:**

**Labor, Materials and Equipment to provide and install 190 feet 2" sched. 80 water line to new portable restroom**

**DEDUCTION FROM CONTRACT PER RFP:**

Total Direct Contractor Expenses (Labor + Material + Equipment):	<i>G.</i>	<u>\$0.00</u>
General Contractor's OH & P (15% of item G):	<i>H.</i>	<u>\$0.00</u>
Taxes (7.75% of Material + Equipment):	<i>I.</i>	<u>\$0.00</u>
Insurance (3% of item G+H+I):	<i>J.</i>	<u>\$0.00</u>
Bond Premium ( 2% of item F+G+H+I+J):	<i>K.</i>	<u>\$0.00</u>
<b>Total Deductions per RFP (items G+H+I+J+K):</b>	<b><i>L.</i></b>	<b><u>\$0.00</u></b>

**ADDITIONS TO CONTRACT PER RFP:**

Total Direct Contractor Expenses (Labor + Material + Equipment):	<i>G.</i>	<u>\$12,222.00</u>
General Contractor's OH & P (15% of item G):	<i>H.</i>	<u>\$1,833.30</u>
Taxes (7.75% of Material + Equipment):	<i>I.</i>	<u>Inc.</u>
Insurance (1% of item G+H+I):	<i>J.</i>	<u>\$140.55</u>
Bond Premium ( 1 % of item F+G+H+I+J):	<i>K.</i>	<u>\$141.95</u>
<b>Total Additions per RFP (items G+H+I+J+K):</b>	<b><i>L.</i></b>	<b><u>\$14,337.80</u></b>

TOTAL ADDS :	<u>\$14,337.80</u>
TOTAL DEDUCTS:	<u>\$0.00</u>
<b>NET ADD:</b>	<b><u>\$14,337.80</u></b>

**WLC ARCHITECTS:****R. JENSEN CO INC.****CAPISTRANO USD****BY:****BY:**

*Robert K Jensen*  
10-21-20

**BY:**







**CAPISTRANO UNIFIED SCHOOL DISTRICT**

SITE: BRIDGES COMMUNITY DAY HIGH SCHOOL

PROJECT: RESTROOM PORTABLE PROJECT

ARCHITECT: WLC

**WORK ORDER**

NO. 7

SUBJECT: New Domestic Water Utility Tie In At Restroom Building

DATE: 10/21/2020

**TO:**NAME: CHRIS ALMANZA  
COMPANY: R JENSEN**FROM:**NAME: GREG SMITH  
COMPANY: TELACU CONSTRUCTION MANAGEMENT

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the contractor has, arising out of the revision set forth herein. including claims for impact and delay costs, excluding those identified herein.

**DESCRIPTION OF PROPOSAL**

PER RFI #9, Contractor is to install new utility tie in location at restroom building per updated water line tie in route.

NO.	ITEM DESCRIPTION	AMOUNT
1	New Domestic Water Utility Tie In At Restroom Building	<b>+</b> \$ 4,798.03

It is understood that this Work Order will be effective when signed by Kirsten Vital. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Word Order, unless otherwise provided in the Work Order.

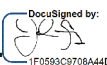
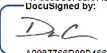
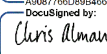
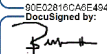
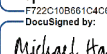
**COST:**

- ☒ LUMP SUM \$ 4,798.03 ☐ NOT TO EXCEED \$ \_\_\_\_\_
- ☐ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS.
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

**TIME:**

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

**Signature****Date**

CUSD - JOHN FORNEY	 DocuSigned by: F0593C9706A44D...	11/13/2020
Construction Manager	 DocuSigned by: A0087760D89B460...	11/13/2020
General Contractor	 DocuSigned by: B0E028161C4E494...	11/13/2020
Architect of Record	 DocuSigned by: F722C10B661C4C6...	11/13/2020
Inspector of Record	 DocuSigned by: 2D048534658D4A0...	11/13/2020

**RFI #9**

TELACU Construction Management  
 604 N. Eckhoff Street  
 Orange, California 92868  
 Phone: (714) 541-2390  
 Fax: (714) 541-9411

**Project:** 20-108 - Bridges Community Day HS Restroom Portable Project  
 31576 El Camino Real  
 San Juan Capistrano, California 92675

## New Water Line

<b>TO:</b>	Kathleen Gillette (WLC Architects)	<b>FROM:</b>	Greg Smith (TELACU Construction Management)
<b>DATE INITIATED:</b>	10/23/2020		604 N. Eckhoff Street
<b>LOCATION:</b>			Orange, California 92868
<b>PROJECT STAGE:</b>		<b>STATUS:</b>	Open
<b>COST IMPACT:</b>		<b>DUE DATE:</b>	10/26/2020
<b>DRAWING NUMBER:</b>		<b>COST CODE:</b>	
<b>LINKED DRAWINGS:</b>		<b>SCHEDULE IMPACT:</b>	
		<b>SPEC SECTION:</b>	
		<b>REFERENCE:</b>	

**RECEIVED FROM:**

**COPIES TO:**  
 Kathleen Gillette (WLC Architects), Michael Hanna (VIS - Vital Inspection Services)

### Question from Greg Smith (TELACU Construction Management) at 08:47 AM on 10/23/2020

Existing water line for restroom POC had been previously abandoned. Nearest water source is located on the east side of the 2" valve in the north parking lot. R Jensen has attached their proposed route for a new 2" water line to supply the restroom portable. Please note any comments or concerns with proposed route.

**Attachments:**

[Water Line\[1\].pdf](#)

Awaiting an Official Response

**All Replies:**

Engineer takes no exception to proposed route. Contractor is responsible to ensure conflict free.

See markup with alternate suggestion and notes in green for consideration.

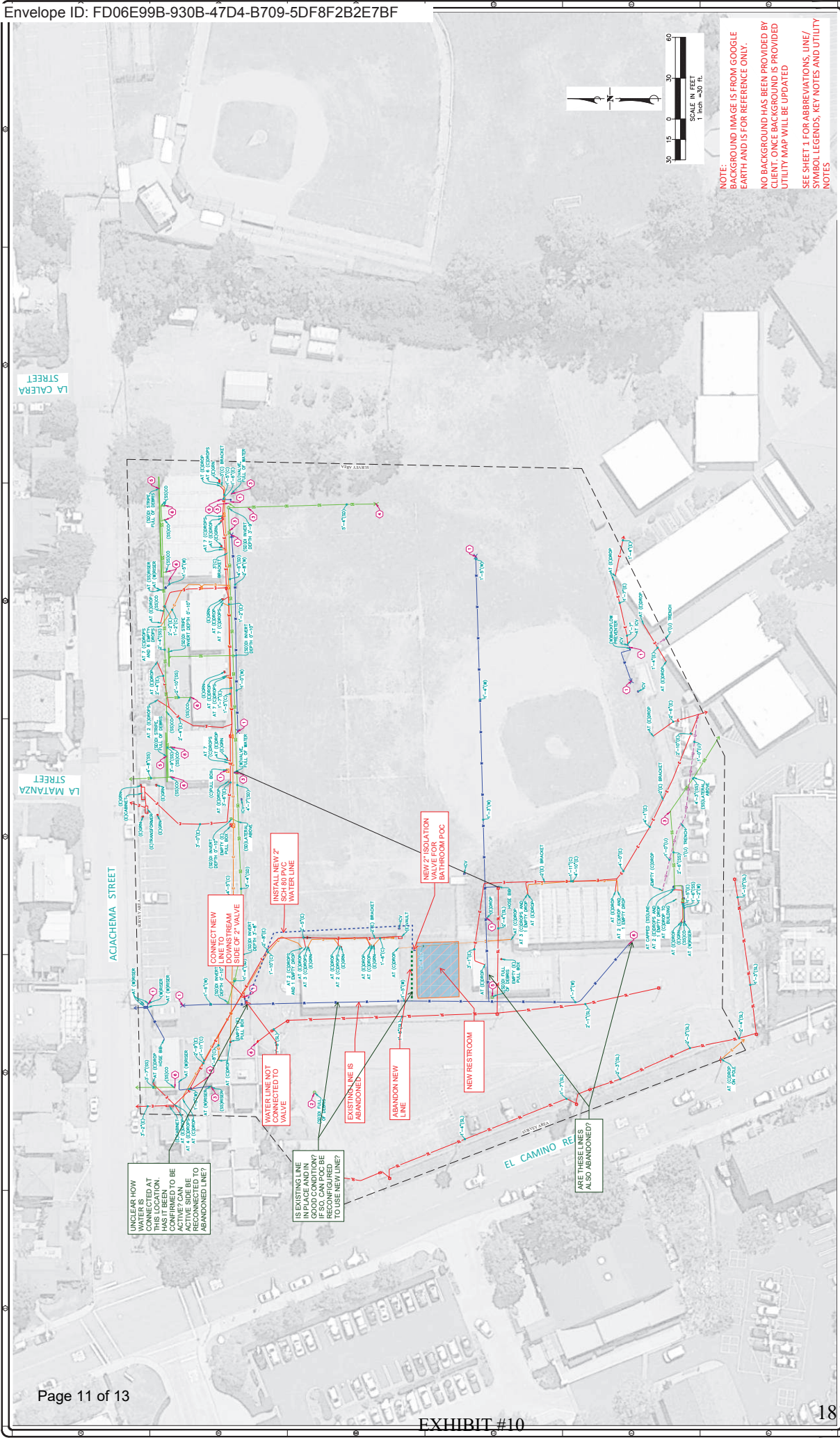
L. Corsbie

BY

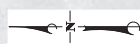
10/26/20

DATE

COPIES TO



NOTE:  
BACKGROUND IMAGE IS FROM GOOGLE EARTH AND IS FOR REFERENCE ONLY.  
NO BACKGROUND HAS BEEN PROVIDED BY CLIENT. ONCE BACKGROUND IS PROVIDED UTILITY MAP WILL BE UPDATED  
SEE SHEET 1 FOR ABBREVIATIONS, LINE/ SYMBOL LEGENDS, KEY NOTES AND UTILITY NOTES



DATE LOCATED: 1/2/2020	DATE: 1/2/2020
DRAWN BY: A. HOSIE	CHECKED BY: A. HOSIE
PROJECT NO: 201933	UTILITY MAP
SHEET 2 OF 2	
SCALE: 1" = 60'	

NO.	DATE	BY	DESCRIPTION

CLIENT:	CAPISTRANO UNIFIED SCHOOL DISTRICT 33122 VALLE ROAD SAN JUAN CAPISTRANO, CA 92675
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PROJECT:	PARTIAL UNDERGROUND UTILITY MAP FOR: SAN JUAN ELEMENTARY SCHOOL 33442 EL CAMINO REAL SAN JUAN CAPISTRANO, CA 92675
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NOTES:  
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**R.JENSEN CO.INC.****CHANGE ESTIMATE SUMMARY**

<i>School</i>	<u>Bridges Day HS</u>	<i>Contractor:</i>	<u>R. JENSEN COMPANY</u>
<i>Project:</i>	<u>Portable Restroom</u>		<u>10/21/2020</u>
<i>Contract No.</i>	<u>2021-07</u>		<u>Change Order #11</u>

**Description of proposed change:**

**Labor, Materials and Equipment, sawcut, demo, removals, dump fees & patch  
for new water line to new portable restroom**

**DEDUCTION FROM CONTRACT PER RFP:**

Total Direct Contractor Expenses (Labor + Material + Equipment):	<i>G.</i>	<u>\$0.00</u>
General Contractor's OH & P (15% of item G):	<i>H.</i>	<u>\$0.00</u>
Taxes (7.75% of Material + Equipment):	<i>I.</i>	<u>\$0.00</u>
Insurance (3% of item G+H+I):	<i>J.</i>	<u>\$0.00</u>
Bond Premium ( 2% of item F+G+H+I+J):	<i>K.</i>	<u>\$0.00</u>
<b>Total Deductions per RFP (items G+H+I+J+K):</b>	<b><i>L.</i></b>	<b><u>\$0.00</u></b>

**ADDITIONS TO CONTRACT PER RFP:**

Total Direct Contractor Expenses (Labor + Material + Equipment):	<i>G.</i>	<u>\$4,090.00</u>
General Contractor's OH & P (15% of item G):	<i>H.</i>	<u>\$613.50</u>
Taxes (7.75% of Material + Equipment):	<i>I.</i>	<u>Inc.</u>
Insurance (1% of item G+H+I):	<i>J.</i>	<u>\$47.03</u>
Bond Premium ( 1 % of item F+G+H+I+J):	<i>K.</i>	<u>\$47.50</u>
<b>Total Additions per RFP (items G+H+I+J+K):</b>	<b><i>L.</i></b>	<b><u>\$4,798.03</u></b>

TOTAL ADDS :	<u>\$4,798.03</u>
TOTAL DEDUCTS:	<u>\$0.00</u>
<b>NET ADD:</b>	<b><u>\$4,798.03</u></b>

**WLC ARCHITECTS:****R. JENSEN CO INC.****CAPISTRANO USD****BY:****BY:**

*Robert K Jensen*  
*10-21-20*

**BY:**



CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

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

Prepared by: John Morgan, Chief Technology Officer, Technology and Information Services

Date: December 16, 2020

Board Item: Contract for E-Rate Compliance Services – CSM Consulting, Inc.

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**HISTORY**

E-Rate is a federal program run by Universal Service Administrative Company (USAC). The program provides federal funding for technology services for schools.

**BACKGROUND INFORMATION**

The District applied for Category 1 and Category 2 E-Rate funding for internet service and equipment that supports internet connectivity in the District. E-Rate Category 1 provides funding for the internet connectivity service. E-Rate Category 2 provides funding for equipment to secure, filter, distribute, and wirelessly project the connection to our devices. The regulations and requirements to qualify for E-Rate funding changes annually. Currently, the District is considered a 50 percent E-Rate district, meaning that qualifying expenses are provided at a 50 percent discount.

CSM Consulting, Inc. is a consulting firm that aids in navigating the E-Rate compliance process. The District has contracted with CSM since 2016. Prior to 2016, the District contracted with a different consultant for E-Rate compliance.

**CURRENT CONSIDERATIONS**

The District would like to renew the contract with CSM Consulting, Inc. for an additional year. The consultant group will assist the District to ensure all timelines are met, forms are completed, and the greatest amount of discount is achieved through the USAC program. The contract term is from December 16, 2020 through June 30, 2021.

**FINANCIAL IMPLICATIONS**

Annual expenditures under this contract are limited to \$41,000 funded by the general fund.

**STAFF RECOMMENDATION**

Staff recommends the approval of the Contract for E-Rate Compliance Services with CSM Consulting, Inc.

**PREPARED BY:** John Morgan, Chief Technology Officer, Technology and Information Services  
**APPROVED BY:** Clark Hampton, Deputy Superintendent, Business and Support Services



## CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Capistrano Unified School District**, a local education agency ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

### RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

### I. CONSULTANT'S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
  - Assist and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
  - Assist and coordinate the preparation and filing of:
    - Item 21 Attachments
    - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
    - Implementation Deadline Extension Request (ImDER)
    - Invoice Deadline Extension Request (IDER)
    - Service Provider Identification Number (SPIN) Change Requests
    - Service Substitution Requests
    - Service Certifications
    - Program Integrity Assurance (PIA)
    - Payment Quality Assurance (PQA) requests
2. Act as District's main point of contact with the SLD.
3. Assist District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

### II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC's Form 471 filing deadline.
2. Adhere to E-Rate rules, procedures and regulations established by the FCC and other applicable regulatory agencies.
3. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

4. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
5. Sign, date and certify all forms filed by Consultant on District's behalf.

### **III. COST**

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

Base contract amount ("Base Amount") of **\$26,000** plus;

An amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of **\$15,000** ("C2 Amounts").

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each respective term of this Agreement.

Invoice(s) for C2 Amounts will be provided upon completion of the annual E-Rate Form 471 submission process applicable to Category Two submissions during the Term(s) of this Agreement.

The amounts in this section do not include any costs related to additional Compliance Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

### **IV. MISCELLANEOUS**

1. **Term.** The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2020, or upon execution (whichever is later), through June 30, 2021. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least sixty (60) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Compliance Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
  - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Compliance Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable



to the District and Consultant. These Compliance Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services

## DocUManage

5. **E-Rate Doc-U-Manage Software (Optional Service).** Consultant will provide an online document management software allowing the District multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is \$1,499.00

Please check the appropriate box for designation of service ☐ Yes ☐ No

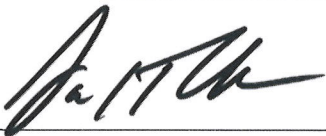
6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Termination.** Except as otherwise provided in this Agreement, either Party may immediately terminate this Agreement, upon written notice to the other Party, if either Party materially breaches the responsibilities set forth in Section I, Consultant's Responsibilities and Section II, District Responsibilities, respectively.
10. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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

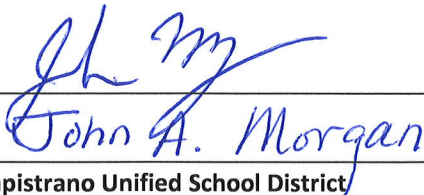
CSM Consulting, Inc.  
P.O. Box 4408  
El Dorado Hills, CA 95762-0018

11. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
12. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
13. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
14. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in \_\_\_\_\_, This \_\_\_\_\_ day of \_\_\_\_\_, 2020.



\_\_\_\_\_, Vice President  
David T. Cichella



John A. Morgan

\_\_\_\_\_, Title Chief Technology Officer  
\_\_\_\_\_, Print Name

Capistrano Unified School District

### **AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)**

This ATC/LOA (Agreement) entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between **CSM Consulting, Inc.**, Consultant Registration Number 16043564, a California Corporation ("Consultant") and **Capistrano Unified School District**, a local education agency ("District"). Consultant's authority to communicate shall remain in effect during the term of the "E-Rate Services" consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District's behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021 are resolved or June 30, 2023. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

#### **Capistrano Unified School District**

Name: \_\_\_\_\_

Print Name: John A. Morgan

Title: Chief Technology Officer

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

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

Prepared by: John Forney, Chief Facilities Officer

Date: December 16, 2020

Board Item: Final Acceptance and Filing of Notice of Completion for the Aliso Niguel High School Solar Project Related to Resolution. No. 1718-28 – REC Solar Commercial Corporation

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**HISTORY**

The solar feasibility study in July 2017 estimated the solar project budget at \$23.4 million. The District received 13 proposals from solar vendors and all 13 proposed project costs were below the budget. The Board of Trustees adopted Resolution No. 1718-28 on December 6, 2017 to award an energy service contract to REC Solar. The contract amount was a total purchase cost of \$18,372,631 including capital cost, performance guarantee, and operation and maintenance.

**BACKGROUND INFORMATION**

On July 26, 2017, the Board received an information presentation from ARC Alternatives on the results of the solar feasibility study. On October 11, 2017, the Board received an information presentation from Government Financial Strategies, the District's financial advisor, on Clean Renewable Energy Bonds and the financing process. On November 8, 2017, the Board received an information presentation from ARC Alternatives on the status of the Request for Proposals to solar vendors, preliminary results, and the proposed process and timeline leading up to Board consideration of a solar vendor.

The Board approved Change Order No. 1 in the amount of \$672,580.26 to Resolution No. 1718-28 at the October 10, 2018 Board meeting. This change order contained items related to governmental tariffs implemented as it impacted the cost of the solar panels for the project. This increase was anticipated and is accounted for in the contract. Staff budgeted for a \$0.15/watt increase and was able to obtain the panels at a \$0.09/watt increase.

The Board approved Change Order No. 2 in the amount of \$12,528.25 to Resolution No. 1718-28 at the April 25, 2019 Board meeting. This change order contained items related to the District's request to help expedite the construction for the Districtwide solar installation projects at the four sites: San Clemente High School, Dana Hills High School, Tesoro High School, and Aliso Niguel High School. The District asked the contractor to escalate the schedule and perform the foundation drill, column set and foundation pour at San Clemente High School to help utilize

the limited resources available in the industry at this time and ensure minimal impact to the summer school projects.

The Board approved a settlement in the amount of \$1,632,185.68 to Resolution No. 1718-28 at the June 12, 2019 Board meeting.

### **CURRENT CONSIDERATIONS**

The Aliso Niguel High School Solar project was substantially complete as of November 27, 2020.

### **FINANCIAL IMPLICATIONS**

There is no financial impact.

### **STAFF RECOMMENDATION**

It is recommended the Board approve the Final Acceptance and Filing of Notice of Completion for Resolution No. 1718-28 for the Aliso Niguel High School Solar Project.

**PREPARED BY:** John Forney, Chief Facilities Officer

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

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NOTICE IS HEREBY GIVEN, That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Res. No. 1718-28, Aliso Niguel High School Solar, the contract, for the doing of which was heretofore entered into on the 15th day of March, 2018, which contract was made with REC Solar Commercial Corporation, as Contractor; that said improvements have been completed pursuant to said Contract and accepted on the 16<sup>th</sup> day of December 2020, by the Governing Board of said District; that title to said property vests in the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California; that the surety for the above named Contractor is Berkshire Hathaway Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Res. No. 1718-28, Aliso Niguel High School Solar.

By: \_\_\_\_\_  
Kirsten M. Vital, Superintendent  
Capistrano Unified School District

That she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true.

Kirsten M. Vital, Superintendent  
Capistrano Unified School District

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

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

Date: December 16, 2020

Board Item: Final Acceptance and Filing of Notice of Completion for Bid No. 1920-07,  
Tesoro High School Turf and Sand Volleyball Court – Asphalt, Fabric and  
Engineering, Incorporated

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**HISTORY**

Three bids were received and opened on April 2, 2020 for the Tesoro High School Turf and Sand Volleyball Court Project. The bidder offering the lowest base price was used to determine the lowest responsive bidder. Asphalt, Fabric and Engineering, Incorporated was the lowest responsive bidder at \$916,295. This project is funded by gift funds, Las Flores CFD 92-1 and deferred maintenance.

**BACKGROUND INFORMATION**

The Board approved the Award of Bid No. 1920-07 in the amount of \$916,295 to Asphalt, Fabric and Engineering, Incorporated at the April 29, 2020 Board meeting.

The Board approved Change Order No. 1 in the amount of \$52,491.78 to Bid No. 1920-07 at the August 19, 2020 Board meeting. This change order was related to unforeseen existing conditions that needed to be addressed after the demolition phase was complete in order to properly install the new turf field system.

The Board approved Change Order No. 2 in the amount of \$7,830.58 to Bid No. 1920-07 at the September 23, 2020 Board meeting. This change order was related to restriping as well as changes requested by the District in order to assist in preventative maintenance related to the project.

The Board approved Change Order No. 3 in the amount of \$22,550 to Bid No. 1920-07 at the October 21, 2020 Board meeting. This change order was related to ADA upgrades, District safety measures, and added measures for protection of new equipment.

The Board approved Change Order No. 4 in the amount of \$11,822 to Bid No. 1920-07 at the November 18, 2020 Board meeting. This change order was related to concrete under exterior stairs at Building D.

### **CURRENT CONSIDERATIONS**

The project was complete as of October 12, 2020. In order to obtain Division of State Architect closeout with certification, Notice of Completion is required. All work has been inspected and completed to the satisfaction of staff.

### **FINANCIAL IMPLICATIONS**

There is no financial impact.

### **STAFF RECOMMENDATION**

It is recommended the Board approve the Final Acceptance and Filing of Notice of Completion for Bid No. 1920-07 for the Tesoro High School Turf and Sand Volleyball Court project.

**PREPARED BY:** John Forney, Chief Facilities Officer

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



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NOTICE IS HEREBY GIVEN, That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Bid No. 1920-07, Tesoro High School Turf and Sand Volleyball Court Project, the contract, for the doing of which was heretofore entered into on the 30<sup>th</sup> day of April 2020, which contract was made with Asphalt, Fabric and Engineering, Incorporated as Contractor; that said improvements have been completed pursuant to said Contract and accepted on the 16<sup>th</sup> day of December 2020, by the Governing Board of said District; that title to said property vests in the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California; that the surety for the above named Contractor is Fidelity and Deposit Company of Maryland; that the property hereinafter referred to and on which said improvements were made is described as follows: Bid No. 1920-07, Tesoro High School Turf and Sand Volleyball Court Project.

STATE OF CALIFORNIA)  
COUNTY OF ORANGE ) ss

By: \_\_\_\_\_  
Kirsten M. Vital, Superintendent  
Capistrano Unified School District

Kirsten M. Vital, being first duly sworn, deposes and says:

That she is the Superintendent of CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California;

That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, is the owner of said property described in the foregoing notice;

That she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true.

Kirsten M. Vital, Superintendent  
Capistrano Unified School District



# CAPISTRANO UNIFIED SCHOOL DISTRICT CONSTRUCTION DEPARTMENT

## CERTIFICATE OF COMPLETION

**Project:** Tesoro High School Turf and Sand Volleyball Court Project

**Bid Number:** 1920-07

**DSA Application Number:** 04-118938 Alterations to 2-Toilet/Concessions Buildings, 1-Football Field / Synthetic Turf Replacement  
04-118906 Alterations to 1-Classroom Building D (Restroom Upgrade); Construction of 4-Sand Volleyball Courts

**Contractor:** Asphalt, Fabric and Engineering, Incorporated

**Architect of Record:** WLC Architects, Inc.

**Inspector of Record:** Vital Inspection Services, Inc.

**Construction Management Firm:** TELACU Construction Management, Inc.

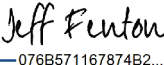
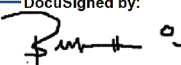
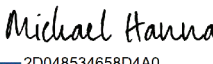
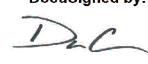
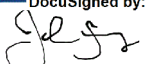
**Contract Start Date:** 6/1/20

**Contract Completion Date:** 10/12/20

**Original Contract Amount:** \$ 916,295.00

**Final Contract Amount:** \$ 1,010,989.36

The work performed under the contract has been reviewed by the project team and found to be complete. The project is considered complete when all required contract work is completed, all punch list items have been completed, close out documents submitted, and a Notice of Completion is prepared for approval by the Board of Trustees. The date of completion of the project or portion designated above is the date of commencement of applicable warranties required by the Contract Documents.

DocuSigned by:  076B571167874B2...	Jeff Fenton	11/12/2020
<b>GENERAL CONTRACTOR</b>	<b>PRINTED NAME</b>	<b>DATE</b>
DocuSigned by:  F722C10B661C4C6...	Bruce Ou	11/12/2020
<b>ARCHITECT OF RECORD</b>	<b>PRINTED NAME</b>	<b>DATE</b>
DocuSigned by:  2D048534658D4A0...	Michael Hanna	11/13/2020
<b>INSPECTOR OF RECORD</b>	<b>PRINTED NAME</b>	<b>DATE</b>
DocuSigned by:  A9087766D89B466...	Daniel Clem	11/13/2020
<b>CONSTRUCTION MANAGER</b>	<b>PRINTED NAME</b>	<b>DATE</b>
DocuSigned by:  1F0593C9708A44D...	John Forney	11/13/2020
<b>CUSD - CHIEF FACILITIES OFFICER</b>	<b>PRINTED NAME</b>	<b>DATE</b>

**Capistrano Unified School District**  
**Attention: Construction Department**  
**33122 Valle Road**  
**San Juan Capistrano, CA 92675**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

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

Date: December 16, 2020

Board Item: Memorandum of Understanding with California Department of Public Health and Use of Valencia Regional Laboratory for SARS-CoV-2 Testing

---

**HISTORY**

California is facing a pandemic arising from the spread of the novel coronavirus (COVID-19). In response to the Pandemic, the Governor issued an Executive Order (EO) N-25-20 dated March 12, 2020. All agencies of the state government are required to perform all activities consistent with the direction of the state, according to the Emergency Declaration and Executive Order.

**BACKGROUND INFORMATION**

The California Department of Public Health (CDPH) Testing Taskforce determined that increased testing and results response time is key to combating COVID-19. The State of California, through CDPH Agreement 20-10586, has contracted with PerkinElmer in order to expand the state's capacity to respond to the pandemic. CDPH's Valencia Regional Laboratory has been created to provide essential laboratory testing and the state has contracted with PerkinElmer to run those tests at CDPH's Valencia Regional Laboratory.

**CURRENT CONSIDERATIONS**

The District will send collected samples to the CDPH's Valencia Regional Laboratory for SARS-CoV-2 testing. The term of the Memorandum of Understanding (MOU) is from the date of execution until 30 days after the lifting of the declaration of the COVID-19 state of emergency. The state intends to cover the costs of, and seek reimbursement for, all costs of lab processing at the Valencia Regional Lab.

**FINANCIAL IMPLICATIONS**

The parties will each bear their own costs in providing services under the MOU. The District costs for staff, shipping, and personal protective equipment are estimated at approximately \$63,000 from the start of testing to June 30, 2021 funded by the CARES Act.

**STAFF RECOMMENDATION**

It is recommended the Board ratify the Memorandum of Understanding with California Department of Public Health and use of Valencia Regional Laboratory for SARS-CoV-2 testing.

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

**Memorandum of Understanding**  
**Of guidelines for local entities and community groups who would like to send collected**  
**samples to the CDHP Valencia Regional Laboratory for COVID-19 testing**

**Recitals**

- A. WHEREAS, California is facing a pandemic arising from the spread of the novel coronavirus (COVID-19), including an anticipated surge in the number of people in California who are infected and have COVID-19 (the "Pandemic");
- B. WHEREAS, in response to the Pandemic, the Governor issued a Proclamation of State of Emergency dated March 4, 2020 and Executive Order (EO) N-25-20 dated March 12, 2020, and subsequent Executive Orders (collectively, and as may be further expanded from time to time, the "Emergency Declaration and Executive Order"), and the State Public Health Officer has issued State Public Health Officer Orders;
- C. WHEREAS, all agencies of the state government are required to perform any and all activities consistent with the direction of the State, pursuant to the Emergency Declaration and Executive Order;
- D. WHEREAS, the California Department of Public Health (CDPH) has determined that the capacity to test and the wait time for results has been significantly affected due to supply chain issues;
- E. WHEREAS, The CDPH Testing Taskforce has determined that increased testing and results response time is key to combating COVID;
- F. WHEREAS, the State of California, through CDPH Agreement 20-10586, has contracted with PerkinElmer in order to expand the State's capacity to respond to the Pandemic by providing laboratory equipment, software, and supplies necessary to increase capacity for laboratory testing of SARS-CoV-2, all equipment utilized for this agreement is proprietary;
- G. WHEREAS, PerkinElmer, has contracted with Color to provide a software platform in order to help enable individuals to access SARS-CoV-2 testing and provide local entities and community groups and easy to use system for managing the data associated with sample collection, including registration, intake, and results reporting, and such software platform utilized for this agreement is proprietary;
- H. WHEREAS, CDPH's Valencia Regional Laboratory has been created to provide essential laboratory testing of specimens for SARS-CoV-2, and the State has contracted with PerkinElmer to run those tests at CDPH's Valencia Regional Laboratory;
- I. WHEREAS, the State of California through CDPH Agreement 20-10727 has contracted with Color in order to expand the State's capacity to respond to the Pandemic by providing sample collection kits and shipping materials to help increase capacity for sample collection for SARS-CoV-2 in sites throughout the State;

J. WHEREAS, local entities and community groups who would like to send collected samples to the CDPH's Valencia Regional Laboratory for SARS-CoV-2 testing may do so upon agreeing to comply with the terms, conditions and requirements set forth in this Memorandum of Understanding.

K. WHEREAS, the local entity or community group signing below as Provider (Provider) desires to send collected samples to the CDPH's Valencia Regional Laboratory for SARS-CoV-2 testing and hereby enters into this Memorandum of Understanding to agree to comply with the terms, conditions and requirements set forth herein.

**1. Term**

A. The term of the Agreement shall be from the date of execution (the "Effective Date") until thirty (30) days after the lifting of the declaration of the COVID-19 state of emergency.

**2. Service Overview**

The Provider shall comply with the scope, the terms, conditions and requirements set forth herein for the laboratory testing of samples by the CDPH's Valencia Regional Laboratory for SARS-CoV-2, and with the requirements and system developed by PerkinElmer, either itself or through its subcontractors, for participant registration, specimen labelling, packaging, handling and transportation, and results return, incorporated herein.

**3. Service Location**

The services shall be performed at CDPH's Valencia Regional Laboratory located at 28454 Livingston Avenue, Valencia, CA 91355.

**4. Project Representatives**

A. The project representatives during the term of this agreement will be:

<b>California Department of Public Health</b> Paula Villescaz, Assistant Secretary CA Health and Human Services Agency Telephone: (916) 417-7901 Fax: N/A E-mail: paula.villescaz@chhs.ca.gov	<b>Capistrano Unified School District</b> Clark Hampton, Deputy Superintendent, Business and Support Services Telephone: 949-234-9211 Fax: N/A E-mail: cdhampton@capousd.org
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B. Direct all inquiries to:

<b>California Department of Public Health</b> CA Health and Human Services Agency Attention: Paula Villescaz 1600 9 <sup>th</sup> Street, Room 460 Sacramento, CA 95814  Telephone: (916) 417-7901 Fax: N/A E-mail: paula.villescaz@chhs.ca.gov	<b>Capistrano Unified School District</b>  Attention: Clark Hampton 33122 Valle Road San Juan Capistrano, CA 92675  Telephone: 949-234-9211 Fax: N/A E-mail: cdhampton@capousd.org
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**5. Services to be Performed by CDPH's Valencia Regional Laboratory**

A. Laboratory testing of samples for SARS-CoV-2.

CDPH's Valencia laboratory shall perform laboratory testing of collected samples for SARS-CoV-2 using equipment and supplies provided by PerkinElmer on behalf of CDPH. PerkinElmer will operate the laboratory equipment to perform the testing for SARS-CoV-2 including, but not limited to, extraction of nucleic acids from samples, preparation of samples for reverse transcriptase polymerase chain reaction (RT-PCR), and running samples on a PCR machine to detect the presence of SARS-CoV-2.

Samples will be tested only for SARS-CoV-2, unless an Emergency Use Authorization is granted for a Flu pack including SARS-CoV-2, Influenza A, Influenza B, and RSV.

B. Management of participant registration data and delivery of test results

CDPH, via Color as its contractor under CDPH Contract 20-10727, will provide sample collection kits and shipping materials necessary for collecting samples at each testing site and shipping them to the laboratory based on requests made by the Provider and approved by CDPH.

PerkinElmer, via Color as its contractor, shall provide software to each Provider for participant registration, intake, and association of the participant file with the specimen on behalf of PerkinElmer and CDPH. PerkinElmer, via Color as its contractor, will provide each Provider user of the software with training materials and access to support for troubleshooting.

PerkinElmer, via Color as its contractor, agrees to notify patients that test results are available through SMS and/or email message, within 48 hours after the specimen to be tested is received at CDPH's Valencia Regional Laboratory.

PerkinElmer, via Color as its contractor, agrees to report test results to CDPH pursuant to 17 CCR 2505 within 48 hours after the specimen to be tested is received at CDPH's Valencia Regional Laboratory.

**C. Records**

1. Provider must provide PerkinElmer and CDPH with the relevant medical records and laboratory records of any and all samples sent to CDPH's Valencia laboratory for testing, and PE must maintain the records in accordance with CLIA and state lab laws.

**6. Payment and Billing**

The State intends to cover the costs of, and seek reimbursement for, all costs of lab processing at the Valencia Regional Lab. The parties will bear their own costs in providing services under this MOU, unless otherwise agreed to in writing. Nothing under this MOU precludes either party from seeking payment from health plans, insurers or other third-party payers ("Third Party Payers") for services rendered. It is the expectation of CDPH that Providers will not balance bill patients for amounts billed to but not paid by Third Party Payers.

**7. Provider's agreement and obligations to label, handle, package and provide transportation of the samples in compliance with PerkinElmer specifications**

Providers agree to follow all requirements and instructions for collection, labelling, handling, packaging and transportation of the specimens (i.e., type of swabs, tubes, etc.) by Provider to CDPH's Valencia Regional Laboratory as provided by PerkinElmer, CDPH or Color.

**8. Indemnification**

Provider agrees to indemnify, defend and save harmless the State, PerkinElmer, Color, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, equipment, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Provider in the performance of this Agreement.

**9. Confidentiality of Information:**

- A. The Provider and its employees, agents, or subcontractors shall protect from unauthorized access, use, or disclosure names and other personally identifying information and/or protected health information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Provider, its employees, agents,



or subcontractors as a result of services performed under this Agreement, except as required or permitted by state or federal law.

- B. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- C. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering protected health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

#### **10. Avoidance of Conflict of Interest by Provider:**

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Provider, subcontracts, or employees, officers and directors of the Provider or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Provider to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
  - 1. An instance where the Provider or any of its subcontractors, or any employee, officer, or director of the Provider or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
  - 2. An instance where the Provider's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Provider will be given an opportunity to submit additional information or to resolve the conflict. A Provider with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating this Agreement. CDPH may, at its discretion upon receipt of a written request from the Provider, authorize an extension of the timeline indicated herein.

#### **11. Intellectual Property**

CDPH, PerkinElmer, and Color retain all right, title and interest in and to their respective proprietary technology, processes, procedures and tools used to perform the services under this Agreement, and all intellectual property rights therein, including but not limited to all modifications, enhancements, improvements and derivative works thereto



(collectively, the "IP"). No title to or ownership of the IP are transferred to the Provider in connection with this Agreement.

## 12. Dispute Resolution

Any dispute concerning a question of fact arising under the terms of this Agreement that is not disposed of within fifteen (15) calendar days by the Provider and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the designated representative for the Provider and the Deputy Director CDPH (or designated representative) for joint resolution.

## 13. Execution

This Memorandum of Understanding may be executed in counterparts with the same force and effectiveness as though executed in a single document. The parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by the State.

*In witness whereof, this memorandum of understanding has been executed by the parties hereto:*

### California Department of Public Health

By \_\_\_\_\_

Print name Sabel Davis

Title \_\_\_\_\_

Date \_\_\_\_\_

### Provider

Capistrano Unified School District

By  \_\_\_\_\_

Print name: Kirsten Vital

Title: Superintendent

Date: November 20, 2020

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

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

Prepared by: Kristin Hilleman, Director II, Food and Nutrition Services

Date: December 16, 2020

Board Item: Oliver Equipment Lease – Oliver Packaging and Equipment Company

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**HISTORY**

The Orange County Health Care Agency Environmental Health Department classifies all District Elementary School kitchens as pre-packaged food facilities. The District requires packaging equipment to ensure food is wrapped appropriately.

**BACKGROUND INFORMATION**

To increase the visual appeal and environmental sustainability of the food packaging and provide the ability to grow current menu selections while maintaining pre-packaged status, Food and Nutrition Services would like to continue the partnership with Oliver Packaging and Equipment Company.

**CURRENT CONSIDERATIONS**

Food and Nutrition Services requests approval to enter into the equipment lease for an additional Oliver 1908 Heat Seal Machine. Adding this piece of equipment will offer a cost savings, the ability to expand the menu, more efficient production, as well as, environmental savings. The goal for Food and Nutrition Services is to increase student satisfaction and participation. By implementing the use of a second Oliver 1908 heat sealing machine and using the Oliver trays and film, the department will be able to expand production of menu options. The lease is effective upon full execution and will continue indefinitely as long as the District orders enough product to support the agreement.

**FINANCIAL IMPLICATIONS**

Oliver Packaging and Equipment Company will waive the equipment rental fee based on the District's monthly food tray and film volume of \$6,500. The cafeteria fund will cover the food tray and film costs and one-time machine shipping cost of \$1,000.

**STAFF RECOMMENDATION**

It is recommended the Board approve the Oliver Equipment Lease with Oliver Packaging and Equipment Company for the 1908 Heat Seal Machine.

**PREPARED BY:** Kristin Hilleman, Director II, Food and Nutrition Services

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



**OLIVER EQUIPMENT LEASE**

Oliver Packaging and Equipment Company ("OPEC"), innovators in meal packaging systems, is pleased to enter into this lease arrangement with:

\_\_\_\_\_ ("Customer" or "You") with an address  
at (Customer Name)

\_\_\_\_\_  
(Customer Address)

for the lease of the following equipment (the "Equipment") by OPEC to You:

Equipment:	1208 Heat Seal Machine	Shipping/Handling:
	1308 Heat Seal Machine	
	1908 Heat Seal Machine	
	9906/ADTP2 Tabletop Labeler	

subject to the terms and conditions specified below and on the attached Schedule A ("Lease Responsibilities and Acknowledgments"):

<b>Initial Minimum Consumable Product Order <i>per each</i> machine:</b>	<b>Monthly Minimum Order <i>per each</i> machine:</b>	<b>Monthly Recurring Fee <i>per each</i> machine:*</b>
Choose an item.	Choose an item.	Choose an item.

*\*Charged only if Monthly Minimum Order not met; see Schedule A for full details.*

Comments: \_\_\_\_\_  
\_\_\_\_\_

To the extent that OPEC agrees to lease to Customer additional pieces of equipment at a later date, such equipment (as detailed on future invoices delivered by OPEC to Customer) shall be deemed "Equipment" for all purposes under this lease and subject to the terms and conditions hereof.

In consideration of the mutual covenants and promises contained herein and on the following pages, OPEC and Customer hereby agree, intending to be legally bound, to the terms and conditions described herein and on the attached Schedule A.

OLIVER PACKAGING AND EQUIPMENT COMPANY

CUSTOMER: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## **SCHEDULE A**

### **"LEASE RESPONSIBILITIES AND ACKNOWLEDGMENTS"**

#### **Your responsibilities:**

- As consideration for your use of the Equipment as described herein, You agree (a) to place an initial order with OPEC for consumable product ("Consumable Product") exceeding the Initial Minimum Consumable Product Order specified on the first page of this lease and (b) beginning in the fourth calendar month after the date of this Lease, purchase an amount of Consumable Product each month exceeding the Monthly Minimum Order specified on the first page of this lease. Any amount of Consumable Product purchased in a month that exceeds the Monthly Minimum Order may be rolled forward and applied to the Monthly Minimum Order in future months; provided that any roll forward shall be limited to the same calendar year.
- In the event that by the 25<sup>th</sup> day of any month You have not purchased an amount of Consumable Product in such month exceeding the Monthly Minimum Order (after giving effect to any eligible roll forward from prior purchases that year), You agree to pay OPEC the Monthly Recurring Fee specified on the first page of this lease for such month.
- You agree to either exceed the Monthly Minimum Order or pay the Monthly Recurring Fee until You return the Equipment to OPEC.
- You agree (a) to purchase all Consumable Product for use with the Equipment from OPEC, and (b) that You will not use any packaging materials or products with or on the Equipment other than Consumable Product purchased from or supplied by OPEC.
- You agree pay the Monthly Recurring Fee (if applicable) and to purchase and pay inbound shipping charges and customs, duties, taxes and fees (where applicable) on Consumable Product net 30 days.
- You agree to pay inbound shipping and handling charge on the Equipment net 30 days.
- You agree to complete a credit application (subject to approval by OPEC).
- You agree to immediately notify OPEC if the Equipment does not operate according to the specifications provided to You or if the Equipment is damaged or destroyed. Such notification may be made by calling 1-800-253-3893 24 hours per day, 7 days per week.
- You agree to obtain and maintain property insurance and comprehensive liability insurance covering the Equipment and providing for the full replacement cost of same, to name OPEC as a loss payee on such property insurance and as an additional insurance on such liability insurance, and to provide proof of such insurance to OPEC. Such insurance shall provide that no modification or cancellation thereof shall be effective as to OPEC without 30 days prior written notice to OPEC.
- You shall pay all applicable personal property taxes on the Equipment as determined by the taxing authority for the jurisdiction in which the Equipment is located.
- You shall maintain the Equipment in good repair, condition and working order, including regularly following the maintenance steps listed in the manual and maintenance checklist for the Equipment. You shall be responsible for all costs and expenses arising out of Your misuse or abuse of the Equipment or any unauthorized modifications or repairs to the Equipment. All repairs, replacements and substitutions to the Equipment are the property of OPEC. OPEC shall have the right to inspect the Equipment upon reasonable advance notice to You. You agree that only Your employees who are trained on the Equipment shall operate the Equipment, and that the Equipment shall only be operated in accordance with the instructions in the manual.
- You will not remove the Equipment from the address specified above unless granted written permission from OPEC.



- If OPEC supplies You with a plate or other marking stating that the Equipment is owned by OPEC, You agree to affix and keep the plates or other markings in a prominent and visible place on the Equipment.
- You will not cause any lien or encumbrance to be placed on the Equipment.
- You agree to indemnify OPEC and its officers, directors, shareholders, agents, and employees against, and will hold those persons harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the Equipment, including, without limitation, the delivery, possession, use, operation, or return of the Equipment or OPEC's exercise of its rights and remedies under this lease and applicable law. Your obligations under this paragraph shall survive any expiration or termination of this lease.

#### **OPEC responsibilities:**

- OPEC will make the Equipment available to You for use exclusively with OPEC-supplied Consumable Products.
- OPEC shall repair any damage or defect in the Equipment at OPEC's expense to the extent such damage or defect is not a result of Your use of the Equipment in a manner inconsistent with this lease.
- OPEC shall set up and train Your staff on the use of the Equipment, and shall provide a manual and maintenance checklist for the Equipment.
- You shall acknowledge, for verification and tracking purposes, the model and serial number of the Equipment on each invoice statement. For each piece of Equipment listed on that document, You agree to abide by the responsibilities listed above and will immediately notify OPEC of any discrepancies in such Equipment information.

#### **Acknowledgements:**

- YOU ACKNOWLEDGE THAT THE EQUIPMENT IS BEING PROVIDED TO YOU AS IS, AND THAT OPEC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. OPEC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, WITH RESPECT TO YOUR USE OF THE EQUIPMENT OR THIS LEASE.
- You acknowledge that title in the Equipment remains in the name of OPEC, and that nothing herein grants to You an ownership interest in the Equipment. You agree that OPEC may file any UCC financing statement it deems appropriate to notify third-parties of OPEC's ownership of the Equipment. You shall execute and deliver to OPEC, upon OPEC's request, such other instruments and assurances as OPEC deems necessary or advisable for the confirmation or perfection of this lease and OPEC's rights under this lease, including, without limitation, the filing or recording of financing statements. You hereby appoint OPEC as Your attorney in fact to take those actions that OPEC deems to be necessary or advisable to perfect or continue OPEC's interests in the Equipment and this lease. The Equipment is and shall remain personal property, and shall not become a fixture or otherwise part of, or attached to, any real estate at any time. OPEC shall have the right, from time to time during reasonable business hours, to enter upon Your premises or elsewhere for the purposes of confirming the existence, condition and the proper maintenance of the Equipment.
- Upon the occurrence of any default of Your obligations hereunder, OPEC shall have all the rights and remedies provided by applicable law and by this lease. Notwithstanding that this lease is a lease and title to the Equipment is at all times in OPEC, OPEC may nevertheless at its option elect to exercise those rights and remedies of a secured party under the Uniform Commercial Code. In addition, OPEC, at its option, may: (a) declare all unpaid payments and other sums due and to become due hereunder immediately due and payable; (b) proceed by appropriate court action or actions or other proceedings either at law or in equity to enforce performance by You of any and all covenants of this lease and to recover damages for the breach thereof; (c) demand that You deliver the Equipment immediately to OPEC at Your expense at such place as OPEC may designate; and (d) without notice, liability or legal process, enter by itself and/or its agents into any premises of or under control or jurisdiction of You or any Your agents where the Equipment may be or is believed to be, and repossess all or any item thereof, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law so to do, You hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession.



- You acknowledge that risk of loss with respect to the Equipment remains with You until the Equipment is returned to OPEC in accordance with the terms hereof.

**Termination:**

- This lease will continue until the earliest to occur of the following: (1) Your purchase of Consumable Product from any person other than OPEC; (2) You (a) become insolvent or unable to pay Your debts when they become due, (ii) commence any action or proceeding under any bankruptcy or insolvency law for the reorganization, arrangement, composition or similar relief, (iii) have commenced against You any action or proceeding under any bankruptcy or insolvency law that remains undismissed or unstayed for a period of sixty (60) days, or (iv) make an assignment for the benefit of creditors, go into liquidation or receivership or otherwise lose legal control of Your business, or (3) Your breach of any other provision of this lease which is not cured within seven (7) days from notice by OPEC to You of such breach. Upon any such occurrence, you shall immediately return the Equipment to OPEC in the same (or better) condition and repair than when provided to You. OPEC shall have no obligation to purchase unused Consumable Product from You, and all costs associated with returning the Equipment to OPEC shall be paid by You. Notwithstanding any termination of this lease, Your obligation to purchase the Monthly Minimum Order or to pay OPEC the Monthly Recurring Fee shall continue until you have returned the Equipment to OPEC in accordance with this lease.

**Miscellaneous:**

- All shipments of the Equipment, and Consumable Product, and the terms of sale for all products purchased by You from OPEC in connection with Your use of the Equipment, are subject to OPEC's Standard Terms and Conditions of Sale provided on invoices.
- This lease is governed by the laws of the State of Michigan without regard to conflict of laws principles. The parties agree that any dispute regarding this lease shall be brought in a court whose jurisdiction includes Kent County, Michigan, and the parties consent to the jurisdiction of such court.
- This lease contains the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether oral or written, between the parties concerning such subject matter. This lease may be modified or amended only by a written agreement signed by both parties. The invalidity or unenforceability of any provision of this lease shall not affect its other provisions, and this lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The rights and remedies of the parties under this lease are cumulative and are in addition to any other rights or remedies available at law or in equity. This lease is binding upon and inures to the benefit of You and OPEC and their respective successors and permitted assigns. You may not assign this lease without OPEC's prior written consent. No waiver of any term of this lease will be valid unless signed by the party giving the waiver (and then only to the extent the writing specifies). The parties do not intend to confer any legal or contractual right or benefits to any person or entity who is not a party to this lease. This lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

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

Date: December 16, 2020

Board Item: Temporary Employee Cell Phone Allowance

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**HISTORY**

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

**BACKGROUND INFORMATION**

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

Due to the COVID-19 pandemic, assistant principals, confidential secretaries, and specific directors and coordinators received a temporary employee cell phone allowance effective April 1, 2020 through June 20, 2020.

**CURRENT CONSIDERATIONS**

Staff would like to continue the temporary cell phone allowance for these specific administrative job titles for the time period of July 1, 2020 through June 30, 2021.

**FINANCIAL IMPLICATIONS**

The financial impact is \$35 a month for 75 employees for a total of \$31,500 for fiscal year 2020-2021 paid from the general fund.

**STAFF RECOMMENDATION**

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

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

**Temporary Cell Phone Allowance  
December 16, 2020**

The following administrative positions will receive a temporary monthly cell phone allowance from July 1, 2020 through June 30, 2021:

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



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Gregory Merwin, Chief Academic Officer, Education and Support Services

Prepared by: Donald Mahoney, Assistant Superintendent, SELPA, Special Education Services

Date: December 16, 2020

Board Item: Members of the Special Education Local Plan Area Community Advisory Committee

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**HISTORY**

In accordance with the California Education Code 56190, each Special Education Local Plan Area (SELPA) shall establish a Community Advisory Committee (CAC) with parents of special education students forming the majority. As stated in the Bylaws, the purpose of CAC is to provide the District's SELPA administration and Board of Trustees with a "representative group of citizens involved with, or concerned about, the education of individuals with exceptional needs."

**BACKGROUND INFORMATION**

Based on the Bylaws of the SELPA, a committee of voting members is established annually, comprised of District parents, teachers, administrators, and community representatives who serve District students.

**CURRENT CONSIDERATIONS**

The term of appointment for voting members is two years, staggered annually. Ann Carroll, Mina Carson, Janelle Stever, Jillian Stewart and Rachel Sutherland are proposed as new CAC voting members for the 2021 and 2022 calendar years.

**FINANCIAL IMPLICATIONS**

There are no financial implications.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the Members of the Special Education Local Plan Area Community Advisory Committee.

**PREPARED BY:** Donald Mahoney, Assistant Superintendent, SELPA, Special Education Services

**APPROVED BY:** Gregory Merwin, Chief Academic Officer, Education and Support Services

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services

Prepared by: Tim Hornig, Executive Director, Secondary Education

Date: December 16, 2020

Board Item: College and Career Access Pathways Partnership Agreement Addendum with South Orange County Community College District

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**HISTORY**

The District has established partnerships with Saddleback College and Irvine Valley College. These colleges are under the governance of the South Orange County Community College District (SOCCCD). In accordance with Board Policy 6146.1, *High School Graduation Requirements/Standards of Proficiency*, District students may take college courses for high school credit.

On January 1, 2016, Assembly Bill (AB) 288 (Holden) was enacted, defining “dual enrollment” for the first time, allowing College and Career Access Pathways (CCAP) partnerships to form. CCAP agreements are intended to provide a way for high school students to take college courses on high school campuses.

**BACKGROUND INFORMATION**

AB 288 Public Schools: College and Career Pathways, passed in 2015 and extended by AB30 in 2019, allows the District and SOCCCD to enter into a CCAP agreement to deliver Saddleback College courses to students in District high schools. This CCAP addendum provides the opportunity for students to gain an early start to a certificate and/or degree in Business, Computer Information Management, Spanish, and access to Counseling 100 course. The agreement addresses all sections of Education Code 76004.

**CURRENT CONSIDERATIONS**

The first CCAP agreement between SOCCCD for Saddleback College and the District was approved in 2018. This agreement allows for the addition of eight courses for the Spring of 2021. A CCAP appendix is needed to include Spring 2021 courses being offered, and to extend the CCAP agreement term through December 2021.

**FINANCIAL IMPLICATIONS**

Expenditures under this addendum are estimated to be \$2,950 funded by lottery funds.

**STAFF RECOMMENDATION**

Approval of College and Career Access Pathways Partnership Agreement Addendum with South Orange County Community College District.

**PREPARED BY:** Tim Hornig, Executive Director, Secondary Education

**APPROVED BY:** Susan Holliday, Chief Administrative Officer, Education and Support Services

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

**APPENDIX- SPRING 2021**

WHEREAS, the College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between Saddleback College (“COLLEGE”) a college of the South Orange County Community College District, (SOCCCD), and Capistrano Unified School District (SCHOOL DISTRICT).

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses pursuant to Education Code 76004; and

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses pursuant to Education Code 76004; and

NOW THEREFORE, SOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

- 1. CCAP AGREEMENT-**The College and School District entered into this CCAP Agreement on **December 19, 2019**, pursuant to action of the governing boards of the College and School District.

South Orange County Community College District Board Meetings:

- (a) Information Board Meeting Date: November 18, 2019
- (b) Public Comment Board Meeting Date: December 16, 2019

School District Board Meetings:

- (a) Information Board Meeting Date: November 14, 2019
- (b) Public Comment Board Meeting Date: December 12, 2019

**2. SOCCCD, COLLEGE and SCHOOL DISTRICT Point of Contact:**

LOCATION	NAME	TELEPHONE	EMAIL
SOCCCD:	Priya Jerome	949-582-4680	<a href="mailto:pjerome@socccd.edu">pjerome@socccd.edu</a>
College:	Kari Irwin	949-582-4273	<a href="mailto:kirwin@saddleback.edu">kirwin@saddleback.edu</a>
School District:	Tim Hornig		<a href="mailto:tfhornig@capousd.org">tfhornig@capousd.org</a>

### 3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

**4. CCAP AGREEMENT PROGRAM YEAR** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2020-2021 COLLEGE: Saddleback College

EDUCATIONAL PROGRAM(s): Business, CIM, Spanish, Counseling SCHOOL DISTRICT: Capistrano Unified School District

HIGH SCHOOLS: Capistrano Valley (CV), San Juan Hills (SJH)

TOTAL NUMBER OF STUDENTS TO BE SERVED: 200	TOTAL PROJECTED FTES: 20
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
SJH: Advanced Conversational Spanish	SPAN 11	Spring 2021	Online	Online	C. Hernandez-Bravo & A. Rosen	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
SJH: Introduction to Business	BUS 1	Spring 2021	Online	Online	J. Wooten	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
CV: Oral Business Communications	BUS 102	Spring 2021	Online	Online	B. Pillsbury	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
CV: Marketing	BUS 135	Spring 2021	Online	Online	M. Weckerly	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
CV: Introduction to Information Systems	CIM 10	Spring 2021	Online	Online	A. Foote	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
CV: Information & Communication Technology Essentials COMPTIA A+	CIMN 110	Spring 2021	Online	Online	K. Soler	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
All CUSD High School Sites: College & Career	Counseling 100	Spring 2021	Online	Online	Various	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

CV: Auto Fundamentals	Auto 100/ Auto 101	Spring 2021	Hybrid	Hybrid	Sean Selff	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
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**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered *pursuant to Education Code 76004*:

Students will be approved at the high schools.

**5. BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	ESTIMATED COST	OTHER INSTRUCTIONAL MATERIALS	ESTIMATED COST
Advanced Conversational Spanish	Cinema for Spanish Conversation, 4th Ed. Focus. 2014 (same textbook used in Spanish 10 in Fall 20)	\$65	N/A	\$0
Introduction to Business	Understanding Business, 11th Ed. McGraw-Hill. 2015	\$50	N/A	\$0
Oral Business Communications	Zero Textbook Cost (ZTC)	\$0	N/A	\$0
Marketing	Marketing (SADDLEBACKLLEdition)(CUSTOM) Edition: 8th ISBN: 9781264075300 Author: Kerin Publisher: McGraw-Hill Formats: Loose-Leafsan	\$98.25	N/A	\$0
Introduction to Information Systems	MyLab IT for Office 2019: GO! All in One, 4th Edition  Textbook: GO! All in One: Computer Concepts and Applications, 4th Edition Author(s): Gaskin, Shelley   Geoghan, Debra   Vargas, Alicia   Graviett, Nancy  Textbook ISBN-13: 9780135438862  This is an ebook on MyITLab website with an access code on a card	\$135	N/A	\$0

Information & Communication Technology Essentials COMPTIA A+	LabSim for PC Pro,  ISBN: 9781935080428,  Author: Testout, Publisher: TEST OUT CORPORATION,  Formats: Adobe Digital Editions	\$172	N/A	\$0
College and Career	N/A	\$0	N/A	\$0
Auto Fundamentals	Auto Fundamentals, 11 Ed. Goodheart Wilcox. 2017	\$100	N/A	\$0

## 6. FACILITIES USE

6.1 COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 17, Facilities, of this CCAP Agreement.

6.2 COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS
Aliso Niguel, Capistrano Valley, Dana Hills, San Clemente, San Juan Hills, Serra, and Tesoro	Online	Online	Online

### CAPISTRANO UNIFIED SCHOOL DISTRICT

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

Print Name: Susan Holliday

Print Title: Chief Administrative  
Officer, Education &

Date: Support

### SOUTH ORANGE COMMUNITY COLLEGE DISTRICT

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

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor, Business Services

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



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services

Prepared by: Wendy Pospichal, Executive Director, Integrated Support Services

Date: December 16, 2020

Board Item: Memorandum of Understanding with WestEd for the California Healthy Kids Survey 2020-2021

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**HISTORY**

The California Healthy Kids Survey (CHKS) and the California School Parent Survey were developed by WestEd under contract with the California Department of Education (CDE). The CHKS core module has been administered to students in grades 5, 7, 9, and 11 in the District each year since 2018-2019, and every other year for grades 7, 9, and 11 prior to that.

**BACKGROUND INFORMATION**

At the May 24, 2017 Board meeting, the CHKS and the California School Parent Survey were approved to be implemented for the local climate survey requirement, which is one of the local indicators in the state accountability system. Once the administration occurs and the results are shared at a Board meeting, staff will update the California School Dashboard indicating that this requirement has been “Met”. To meet the annual school climate local indicator and the District Dashboard data needs, staff administer the CHKS survey to students in grades 5, 7, 9 and 11 on an annual basis. The middle and high school survey is completed annually by over 9,500 students. The survey covers topics such as school safety, health-related concerns such as physical activity and nutritional habits, alcohol, tobacco and other drug use, risk of depression, and sexual orientation. The elementary survey is completed annually by over 1,700 students and covers topics such as school connectedness, sleep duration, bullying, and social-emotional and behavioral supports. The data also provides guidance for specialized Tier 1 counseling by counselors, targeted presentations by community partners, and critical data in the development of site plans to address social emotional and behavioral components of Multi-Tiered System of Supports (MTSS). In addition, each high school is required to include information regarding social and emotional health as part of the atmosphere section of the Western Association of Schools and Colleges study process. The CHKS provides data for that section of the report. The CHKS data is important to strengthening MTSS and Professional Learning Communities (PLC) so teachers and administrators are able to pinpoint areas of focus for continuous school improvement. This data supports staff in identifying resources and supports to address the needs of high-risk youth. The data from the question on harassment on school campus for grades 7, 9,

and 11 will also be used to measure progress of the Cultural Proficiency plan. In addition, CHKS data is used in grant applications.

### **CURRENT CONSIDERATIONS**

The agreement outlines conditions to be met by the District as they relate to access to and the administration of the CHKS and the California School Parent Survey. Data from the surveys is intended to help schools foster a positive school climate and student engagement; prevent risky behaviors and other impediments to academic achievement and to promote positive health habits and behaviors.

The administration is planned for January-February 2021, where students in grades 5, 7, 9 and 11 will complete the core module of the survey.

Parents will receive a letter about the CHKS administration and parents of middle and high school students will be able to return a form to have their child opt out. Parents of elementary students will be required to return a permission form to have their child participate. Collecting permission forms for elementary students is an Education Code requirement. Student personally identifiable information is not collected or released when participating. Parents will be notified multiple times through multiple means and will have access online and in hard copy of the survey questions and content for their full review. Prior to each survey administration, staff will continue to hold parent meetings, both during the daytime and evening, to share survey questions and answer questions about the survey content.

The survey for Grades 7, 9 and 11 will ask students 2 questions regarding sexual orientation, 1 question about transgender, and 1 question regarding sexual jokes. The parent letter for the 2020-2021 school year will list this specific content in the letter so that parents know these questions are being asked. There will also be a direct link to the surveys, provided in the parent letter, for parents to easily review. Grade 5 students are not asked these questions.

### **FINANCIAL IMPLICATIONS**

The District will receive approximately \$9,000 to help offset the anticipated cost of \$19,000 associated with survey administration and reports. The net cost to the District is anticipated to be \$10,000 funded by general funds.

### **STAFF RECOMMENDATION**

Approval of the Memorandum of Understanding with WestEd for the California Healthy Kids Survey 2020-2021.

**PREPARED BY:** Wendy Pospichal, Executive Director, Integrated Support Services

**APPROVED BY:** Susan Holliday, Chief Administrative Officer, Education and Support Services

# *school climate health & learning*

## CALIFORNIA SURVEY SYSTEM

### MEMORANDUM OF UNDERSTANDING • 2020/21 SCHOOL YEAR

DISTRICT NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS), which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education (CDE). Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.

#### I. DISTRICT AGREES TO:

- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

#### CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey Grades 3 through 12 as appropriate within the District. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with Grade 7 and above.
  - Follow written school board policy for active and/or passive consent and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers/proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.

#### CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.

#### CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

## PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2020-2021 school year.

## II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website ([calschls.org](http://calschls.org)).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

## III. ACCESS

Under the Public Records Act, any third-party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

## IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district-level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under

strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

## V. GENERAL TERMS AND CONDITIONS

- a. Terms. This MOU is effective on September 1, 2020 and expires on August 31, 2021.
- b. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- c. Severability. The provision of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provision hereof.
- d. Limitation of Liability. Each party shall bear all costs, risk, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither party shall have any right to reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing.
- e. Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

- f. Dispute resolution. District and WestEd shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The parties shall discuss any Dispute no later than thirty (30) days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.
- g. Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.
- h. Execution. This MOU has been negotiated by all parties and shall not be strictly construed against the parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.



## California Survey Administration Fees 2020-2021

### All Fees Based on CDE Subsidized Rate

*Questions? Call our toll-free CalSCHLS Helpline at 888.841.7536*

❖ ❖ New for 2019-2020 ❖ ❖

#### **Password Protected Data Dashboard\*** – \$75 per eligible school

Districts may purchase a two-year subscription to a password protected, private data dashboard that displays up to six years of CalSCHLS data at the district-level and individual school level at the subsidized rate of \$75 per eligible school.

	CHKS Student	CSSS Staff	CSPS Parent
<b>Survey Set-up Fee*</b> – per survey type	\$150	\$150	\$150
<b>Enrollment Fee</b> – per student enrolled	\$0.40		
<b>Paper Processing Fee</b> –per parent paper copy returned for processing			\$0.40
<b>Supplementary Modules</b> – each supplemental module	\$100	\$100	\$100
<b>School Reports</b> – per school	\$75	\$75	\$75
<b>School Climate Report Card</b> – per eligible school	\$75		
<b>District Climate Report Card</b> – free if all eligible schools ordered	\$250		
<b>County Climate Report Card</b>	\$750		
<b>District Raw Data</b> – per data set	\$75	\$75	\$75
<b>County-Wide Raw Data</b> – per data set	\$500	\$500	\$500
<b>County-Wide Report</b> – per report	\$500	\$500	

\* If you are a district surveying less than 100 students, please contact your regional center for specific survey costs.

### Custom Services

**Custom Modules** – \$200 development fee for every three questions or fraction thereof; \$100 subsequent use of same module (with no changes)

**Custom Workshops** – \$125 per hour (preparation, travel, and presentation time), plus travel expenses

**Other Custom Requests** – \$100 per hour

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:

WestEd Staff:

Signature

SUSAN HOLLIDAY

Printed name

DECEMBER 16, 2020

Date



**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services

Prepared by: Stacy Yogi, Executive Director, State and Federal Programs

Date: December 16, 2020

Board Item: Agreement No. 50915 with the Orange County Superintendent of Schools July 1, 2020-June 30, 2021

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**HISTORY**

The District has been contracting with the Orange County Superintendent of Schools for interpretation and translation services for over six years.

**BACKGROUND INFORMATION**

District staff are able to provide interpretation and translation services for parent Individualized Education Program meetings and reports in Spanish and Farsi. However, occasionally there are interpretation and translation needs in other languages, including but not limited to Mandarin, Korean, and Japanese. Agreement No. 50915 with the Orange County Superintendent of Schools will fund interpretation and translation services in languages other than Spanish and Farsi on an as needed basis.

**CURRENT CONSIDERATIONS**

This item seeks approval of the Income Agreement with the Orange County Superintendent of Schools July 1, 2020 through June 30, 2021 for interpreting and translation services.

**FINANCIAL IMPLICATIONS**

The estimated cost of \$5,000 will be funded by Local Control Funding Formula Supplemental funds.

**STAFF RECOMMENDATION**

Approval of Agreement No. 50915 with the Orange County Superintendent of Schools July 1, 2020-June 30, 2021.

**PREPARED BY:** Stacy Yogi, Executive Director, State and Federal Programs

**APPROVED BY:** Susan Holliday, Chief Administrative Officer, Education and Support Services

CAPISTRANO UNIFIED SCHOOL DISTRICT  
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2020, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the described services and SUPERINTENDENT hereby agrees to perform said service upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall perform the services as described in Exhibit "A", "Service

1 Proposal", which is attached hereto and incorporated by referenced  
2 herein, for the Division of Educational Services.

3 2.0 TERM. SUPERINTENDENT shall commence services on July 1, 2020,  
4 and end by June 30, 2021, subject to termination as set forth in this  
5 AGREEMENT.

6 3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services  
7 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a  
8 total sum not to exceed Five thousand dollars (\$5,000.00). Payment  
9 shall be at the rates described in Exhibit "B", "Rate Sheet 2020-  
10 2021", which is attached hereto and incorporated by reference herein.  
11 Payment shall be mailed to: Orange County Superintendent of Schools,  
12 Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box 9050, Costa  
13 Mesa, California 92628-9050, or at such other place as SUPERINTENDENT  
14 may designate in writing.

15 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
16 this AGREEMENT, shall be and act as an independent contractor.  
17 SUPERINTENDENT understands and agrees that he/she and all of his/her  
18 employees shall not be considered officers, employees or agents of  
19 the DISTRICT, and are not entitled to benefits of any kind or nature  
20 normally provided employees of the DISTRICT and/or to which  
21 DISTRICT'S employees are normally entitled, including, but not  
22 limited to, State Unemployment Compensation or Workers' Compensation.  
23 SUPERINTENDENT assumes the full responsibility for the acts and/or  
24 omissions of his/her employees or agents as they relate to the  
25 services to be provided under this AGREEMENT. SUPERINTENDENT shall  
assume full responsibility for payment of all federal, state and

1 local taxes or contributions, including unemployment insurance,  
2 social security and income taxes with respect to SUPERINTENDENT'S  
3 employees.

4 5.0 HOLD HARMLESS.

5 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
6 harmless DISTRICT, its Governing Board, officers, agents, and  
7 employees from liability and claims of liability for bodily injury,  
8 personal injury, sickness, disease, or death of any person or  
9 persons, or damage to any property, real personal, tangible or  
10 intangible, arising out of the negligent acts or omissions of  
11 employees, agents or officers of SUPERINTENDENT or the Orange County  
12 Board of Education during the period of this AGREEMENT.

13 B. DISTRICT hereby agrees to indemnify, defend, and hold  
14 harmless SUPERINTENDENT, the Orange County Board of Education, and  
15 its officers, agents, and employees from liability and claims of  
16 liability for bodily injury, personal injury, sickness, disease, or  
17 death of any person or persons, or damage to any property, real,  
18 personal, tangible or intangible, arising out of the negligent acts  
19 or omissions of employees, agents or officers of DISTRICT during the  
20 period of this AGREEMENT.

21 6.0 ASSIGNMENT. The obligations of the SUPERINTENDENT pursuant to  
22 this AGREEMENT shall not be assigned by the SUPERINTENDENT without  
23 prior written approval of DISTRICT.

24 7.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that  
25 all matters produced under this AGREEMENT shall become the property  
of SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express

1 written permission. SUPERINTENDENT shall have all right, title and  
2 interest in said matters, including the right to secure and maintain  
3 the copyright, trademark and/or patent of said matter in the name of  
4 the SUPERINTENDENT. DISTRICT consents to use of DISTRICT'S name in  
5 conjunction with the sale, use, performance and distribution of the  
6 matters, for any purpose and in any medium.

7 8.0 TOBACCO USE POLICY. In the interest of public health, the  
8 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
9 use of any tobacco products are prohibited in buildings and vehicles,  
10 and on any property owned, leased or contracted for by the  
11 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
12 abide with conditions of this policy could result in the termination  
13 of this AGREEMENT.

14 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they  
15 will not engage in unlawful discrimination in employment of persons  
16 because of race, color, religious creed, national origin, ancestry,  
17 physical handicap, medical condition, marital status, or sex of such  
18 persons.

19 10.0 TERMINATION. Either party may terminate this AGREEMENT with or  
20 without cause with the giving of thirty (30) days written notice to  
21 the other party. DISTRICT shall compensate SUPERINTENDENT only for  
22 services satisfactorily rendered to the date of termination. Written  
23 notice by DISTRICT shall be sufficient to stop further performance of  
24 services by SUPERINTENDENT. Notice shall be deemed given when  
25 received by the SUPERINTENDENT or DISTRICT or no later than three (3)  
days after the day of mailing, whichever is sooner.

11.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the Parties are as follows:

DISTRICT: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675  
Attn: \_\_\_\_\_

SUPERINTENDENT: Orange County Superintendent of Schools  
200 Kalmus Drive  
P.O. Box 9050  
Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

13.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED  
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

PRINT NAME: Susan Holliday, Ed.D.

PRINT NAME: Patricia McCaughey

TITLE: Chief Administrative Officer, Education and Support Services

TITLE: Administrator

DATE: \_\_\_\_\_

DATE: November 10, 2020

Capistrano USD-Income (50915) 21  
ZIP5

# EXHIBIT "A"





**Orange County Department of Education  
Educational Services**

**Service Proposal for Capistrano Unified School District**

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050  
(714) 966-4000  
FAX (714) 432-1916  
www.ocde.us

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

**TO:** Stacy Yogi  
Capistrano Unified School District

**FROM:** Natalia Abarca, Program Specialist  
Educational Services  
Orange County Department of Education

**SUBJECT:** Interpretation and Translation Services

**LCAP Priorities Addressed: Basic Services**

**Proposed:** Interpretation and Translation Services  
**Location:** Capistrano Unified School District  
**Audience:** All  
**Dates:** School year 2020 – 2021

**Estimated Cost:** This proposal is not to exceed \$5,000

\$80.00 per hour per translation (written)

\$100.00 per hour per interpretation (oral) (minimum 2 hours)

**For Client Use:**

When this proposal is accepted, OCDE will draw up a contract for services.

**ORANGE COUNTY  
BOARD OF EDUCATION**


MARI BARKE

REBECCA 'BECKIE' GOMEZ

TIM SHAW

LISA SPARKS, PH.D.

KEN L. WILLIAMS, D.O.

  
Authorized Signature  
Susan Holliday  
Chief Administrative Officer  
Education & Support Services

\_\_\_\_\_  
Date

# EXHIBIT “B”

Orange County Department of Education  
Educational Services Division



# OCDE Rate Sheet 2020-2021

In an effort to provide professional language solutions in most languages at an affordable cost, please refer to the following rates.

**Interpreting services (spoken) (request at least two days in advance)**

Tier 1 Language: Spanish Interpreter	\$100	Per Hour*
Tier 2 Language: Vietnamese, Chinese, French, and other common Languages	\$100 - \$140	Per Hour*
Tier 3 Language: Turkish, Lao, Malay, and other less common Languages	\$160 - \$230	Per Hour*
ASL Language	\$80 - \$140	Per Hour*
Over the Phone Interpreting (Hotline)	\$2.25	Per minute*
Over the Phone Interpreting (Appointments)	\$2.50	Per Minute*

**Translation Services (written)(request at least two weeks in advance)**

Professional Document Translation	\$80	Per Hour*
-----------------------------------	------	-----------

\*2-hour minimum fee applies for on-site interpreting assignment. Each hour after 2 hours is billed at 15 minute increments.

\*Prices may vary according to provider's rates. ASL Language is provided in pairs. The listed price is for one ASL interpreter only.

\*Over the phone interpreting (hotline) is billed at one minute increments.

\*Over the phone (Appointments) are for scheduled meetings. Scheduled meetings are billed for a minimum of 30 minutes at \$2.50 per minute. Each minute after 30 minutes will be billed at \$3.50 per minute.

Cancellation Policy: A cancellation fee of 2-hour service is applied if cancelled in less than 24 hours (business days) before the appointment.

Additional charges: Parking fees, entrance fees will be billed.

Disclaimer: This price list is to be used as reference. The prices here are based on time and general content. Prices might vary according to the job's requirements, location, content, availability, of interpreters, and request time.

7/24/2020

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services

Prepared by: Peggy Baerst, Executive Director, Elementary Education- Preschool-Grade 5

Date: December 16, 2020

Board Item: Agreement for Participation with Inside the Outdoors School Program Public Schools 2020-2021 Agreement Number 13017

---

**HISTORY**

The Orange County Department of Education's (OCDE) Inside the Outdoors program provides engaging outdoor education field trip experiences and assemblies on science topics for schools and districts in Southern California.

**BACKGROUND INFORMATION**

District schools routinely participate in the OCDE Inside the Outdoors education field trip experiences and assemblies.

**CURRENT CONSIDERATIONS**

Several school sites have expressed an interest in securing the "Traveling Scientist" virtual assembly program. Inside the Outdoors offers multiple 45 – 75 minute "Traveling Scientist" program assemblies on a variety of topics. These assemblies will help inspire and promote student interest in science. Schools interested in participating include Malcom, Tijeras Creek, and Wood Canyon Elementary Schools. Programs selected include a variety of life science and physical science topics. It is estimated that over 200 District students will participate in the OCDE Inside the Outdoors "Traveling Scientist" assemblies, which will be virtual.

**FINANCIAL IMPLICATIONS**

There is no financial implication, as there is no charge for this virtual program.

**STAFF RECOMMENDATION**

Approval of Agreement for Participation with Inside the Outdoors School Program Public Schools 2020 - 2021 Agreement Number 13017.

**PREPARED BY:** Peggy Baerst, Executive Director, Elementary Education- Preschool-Grade 5

**APPROVED BY:** Susan Holliday, Chief Administrative Officer, Education and Support Services

2 AGREEMENT FOR PARTICIPATION  
3 INSIDE THE OUTDOORS  
4 VIRTUAL PROGRAM  
5 PUBLIC SCHOOLS 2020-2021

6 This AGREEMENT is hereby entered into this 1st day of July 2020,  
7 by and between the Orange County Superintendent of Schools, 200  
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to  
9 as SUPERINTENDENT, and Capistrano Unified School District,  
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT  
11 shall be collectively referred to as the Parties.

12 TERMS, CONDITIONS, AND RESPONSIBILITIES

13 1.0 SUPERINTENDENT shall provide a thirty (30) minute to seventy-  
14 five (75) minute Inside the Outdoors - Virtual Program, hereinafter  
15 referred to as PROGRAM, more specifically described in Exhibit "A",  
16 which is attached hereto and incorporated by reference herein.

17 2.0 This AGREEMENT shall be in full force and effect for the period  
18 commencing July 1, 2020 and ending August 31, 2021. This AGREEMENT  
19 must be fully executed by the Parties and be on file with the  
20 SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

21 3.0 In compliance with Education Code Section 35330 DISTRICT hereby  
22 declares that no student has been denied the opportunity to  
23 participate in the PROGRAM because of the inability to pay the  
24 required fee. DISTRICT has made every effort to acquire the  
25 financial support from fund-raising efforts, parents, and the  
community to assist those students who are unable to pay the required  
fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S  
2 school(s) pursuant to Exhibit "A".

3 5.0 DISTRICT shall provide one (1) certificated employee to  
4 participate in the PROGRAM with each group of students.

5 5.1 All participating certificated employees and adult aides,  
6 in cooperation with the PROGRAM staff, shall be expected  
7 to take an active role in the supervision of students.

8 6.0 Should a DISTRICT group exceed four (4) classrooms on a given  
9 day (approximately one hundred twenty (120) students), the additional  
10 classroom(s) may be scheduled to participate on another day.

11 7.0 DISTRICT shall be responsible for the supervision of its  
12 students. DISTRICT shall also be responsible for the actions of its  
13 students and employees while participating in the PROGRAM.

14 8.0 DISTRICT shall provide SUPERINTENDENT'S designee a link to a  
15 virtual platform of the DISTRICT'S choosing, in accordance with  
16 DISTRICT policies, for the Inside the Outdoors - Virtual Program. The  
17 link shall be emailed to [itoregistration@ocde.us](mailto:itoregistration@ocde.us) at least five (5)  
18 business days prior to the scheduled event.

19 9.0 DISTRICT shall hold harmless, defend, and indemnify the Orange  
20 County Superintendent of Schools, the Orange County Board of  
21 Education, and its officers, agents, and employees from any and all  
22 claims for damages resulting from the acts or omissions of DISTRICT,  
23 its officers, agents, employees, and students with respect to the  
24 Inside the Outdoors - Virtual Program.

25 SUPERINTENDENT shall hold harmless, defend, and indemnify the  
DISTRICT, its Governing Board, officers, agents, employees, and

1 students from any and all claims for damage resulting from the acts  
2 or omissions of the Orange County Superintendent of Schools, the  
3 Orange County Board of Education and its officers, agents, and  
4 employees with respect to the Inside the Outdoors - Virtual Program.

5 10.0 Any notice of **cancellation** by DISTRICT must be received in  
6 writing by SUPERINTENDENT at least **twenty (20)** business days,  
7 excluding holidays, prior to the scheduled PROGRAM date. In the  
8 event of a cancellation, the DISTRICT is responsible to find an  
9 equivalent replacement no later than ten (10) business days prior to  
10 the cancelled program date; SUPERINTENDENT may also attempt to find  
11 an equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT**  
12 **is unable to find an equivalent replacement, DISTRICT will be charged**  
13 **ninety percent (90%) of the full cost of the scheduled PROGRAM. If**  
14 DISTRICT'S School wishes to **reschedule** a scheduled PROGRAM date,  
15 DISTRICT'S School may be charged an additional fee of One hundred  
16 dollars (\$100.00).

17 11.0 DISTRICT agrees to pay SUPERINTENDENT per PROGRAM more  
18 specifically described in Exhibit "A", which is attached hereto and  
19 incorporated by reference herein. **Payment shall be based on the**  
20 **number of PROGRAMS delivered, as described in Exhibit "A".**

21 11.1 Postponement of a PROGRAM due to technical difficulties  
22 exceeding fifteen (15) minutes may be made by the  
23 SUPERINTENDENT'S designated staff. DISTRICT groups will  
24 be rescheduled at a mutually agreed upon date when space  
25 is available.

1 12.0 Full payment of fees by DISTRICT must be received by  
2 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

3 13.0 DISTRICT shall implement procedures and protective measures to  
4 assure compliance with current federal and state privacy  
5 requirements, including but not limited to California Assembly Bill  
6 1584, California Assembly Bill 1442, the Student Online Personal  
7 Information Protection Act (SOPIPA), the Family Educational Rights  
8 and Privacy Act (FERPA), the Children's Online Privacy Protection Act  
9 (COPPA), and the Children's Internet Protection Act (CIPA) as  
10 applicable.

11 14.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that  
12 all matters produced under this AGREEMENT shall become the property of  
13 SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express  
14 written permission. SUPERINTENDENT shall have all right, title and  
15 interest in said matters, including the right to secure and maintain  
16 the copyright, trademark and/or patent of said matter in the name of  
17 the SUPERINTENDENT.

18 15.0 ORIGINALITY OF SERVICES. DISTRICT agrees that all technologies,  
19 formulae, procedures, processes, methods, ideas, dialogue, prepared  
20 for and submitted by SUPERINTENDENT to the DISTRICT in connection  
21 with the services set forth in this AGREEMENT are wholly original to  
22 SUPERINTENDENT and shall not be copied or used in whole or in part by  
23 DISTRICT without SUPERINTENDENT'S express written permission.  
24 DISTRICT further agrees that all writings and materials,  
25 compositions, recordings, teleplays, and/or video productions



1 prepared for, written for, or otherwise submitted by SUPERINTENDENT  
2 to the DISTRICT and/or used in connection with the services set forth  
3 in this AGREEMENT, reflect the intellectual property of, and  
4 copyright interests held by SUPERINTENDENT and shall not be copied or  
5 used in whole or in part by DISTRICT without SUPERINTENDENT'S express  
6 written permission. DISTRICT shall not record, videotape and/or take  
7 pictures or screenshots without the express prior written approval by  
8 SUPERINTENDENT.

9 16.0 NOTICE. All notices or demands to be given under this AGREEMENT  
10 by either party to the other, shall be in writing and given either  
11 by: (a) personal service or (b) by U.S. Mail, mailed either by  
12 registered or certified mail, return receipt requested, with postage  
13 prepaid. Service shall be considered given when received if  
14 personally served or if mailed on the third day after deposit in any  
15 U.S. Post Office. The address to which notices or demands may be  
16 given by either party may be changed by written notice given in  
17 accordance with the notice provisions of this section. As of the  
18 date of this AGREEMENT, the addresses of the parties are as follows:

19 DISTRICT: Capistrano Unified School District  
33122 Valle Road  
20 San Juan Capistrano, California 92675  
Attn: \_\_\_\_\_

21 SUPERINTENDENT: Orange County Superintendent of Schools  
22 200 Kalmus Drive  
P.O. Box 9050  
23 Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

24 17.0 In the interest of public health, SUPERINTENDENT provides a  
25 tobacco-free environment. Smoking or the use of any tobacco products

1 are prohibited in buildings and vehicles, and on any property owned,  
2 leased or contracted for by the SUPERINTENDENT pursuant to  
3 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of  
4 this policy could result in the termination of this AGREEMENT.

5 18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in  
6 unlawful discrimination in employment of persons because of race,  
7 color, religious creed, national origin, ancestry, physical handicap,  
8 medical condition, marital status, or sex of such persons.

9 19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be  
10 construed and entered into in accordance with the laws of the State  
11 of California, through California state courts with venue in Orange  
12 County, California.

13 20.0 If any term, covenant, condition or provision of this AGREEMENT  
14 is held by court of competent jurisdiction to be invalid, void or  
15 unenforceable, the remainder of the provisions shall remain in full  
16 force and effect and shall in no way be affected, impaired or  
17 invalidated thereby.

18 21.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for  
19 violation of, or to insist upon, the strict performance of any term  
20 or condition of this AGREEMENT, shall not be deemed a waiver by that  
21 party of such term or condition, or prevent a subsequent similar act  
22 from again constituting a violation of such term or condition.

23 22.0 This AGREEMENT contains the entire agreement between  
24 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
25 hereafter made shall be ineffective to modify this AGREEMENT in whole  
or in part unless such agreement is embodied in an amendment to this

1 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.  
2 This AGREEMENT supersedes all prior negotiations, understandings,  
3 representations and agreements.

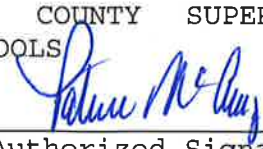
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1 IN WITNESS WHEREOF, the Parties hereto have caused this  
2 AGREEMENT to be executed.

3 DISTRICT: CAPISTRANO UNIFIED  
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

5 BY: \_\_\_\_\_  
6 Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

7 PRINT NAME: Susan Holliday

PRINT NAME: Patricia McCaughey

8 TITLE: Chief Administrative Officer

TITLE: Administrator

9 DATE: 12-16-20

DATE: October 15, 2020

**Virtual Programs****Exhibit A**

School	Site/Program	Schedule Date	Grade	Number of Presentations	Number of Students	Fee Per Student or Flat Fee	Comments
Wood Canyon (CAPOUSD)	Virtual Program - Rethink Resources	1/14/2021	2	2	42	no charge	Grant
Wood Canyon	Virtual Program - Rethink Resources	1/15/2021	4	3	78	no charge	Grant
Malcolm School	Virtual Program - Rethink Resources	12/10/2020	4	1	33	no charge	Grant
Tijeras Creek	Virtual Program - Rethink Resources	12/14/2020	2	2	64	no charge	Grant

## Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Sections 11.0 and 11.1 of the Agreement.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Prepared by: Riki Belshe, TOSA/TAP, Human Resource Services

Date: December 16, 2020

Board Item: California State University, Fullerton Fall 20320 Master Teacher Honorarium

---

**HISTORY**

Historically, the District has partnered with universities to allow student teachers to be paired with experienced District teachers recommended by their administrator as a master teacher. The student teaching experience is a California Commission on Teacher Credentialing requirement to earn a California Preliminary Teaching Credential. Universities pay an honorarium to master teachers who work with their student teachers.

**BACKGROUND INFORMATION**

In order to recruit the best new teachers the District partners with multiple universities, including California State University, Fullerton (CSUF), to place student teachers with master teachers at District school sites. CSUF is not able to pay the master teachers directly, rather they reimburse CUSD for the payments.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the California State University, Fullerton Fall 2020 Master Teacher Honorarium.

**FINANCIAL IMPLICATIONS**

The District is reimbursed for all CSUF Master Teacher Honorariums. There is no fiscal impact.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the California State University, Fullerton Fall 2020 Master Teacher Honorarium.

**PREPARED BY:** Riki Belshe, TOSA/TAP, Human Resource Services

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

## **FINAL PLACEMENT LIST**

**Attn:** Riki Belshe: (rbelshe@capousd.org)

Superintendent: Kirsten M. Vital 33122 Valle Rd, San Juan Capistrano, CA 92675

**Fax:** (949) 489-0467      **Phone:** (949) 234-9387

District Phone: (949) 234-9200    Fax: (949) 240-6241

Cal State Fullerton shows placement of the following Elementary, Secondary, Special Ed and/or Speech Communication student teachers within your district this semester:

**FINAL PLACEMENT LIST CAPISTRANO UNIFIED SCHOOL DISTRICT**

CSUF CONTRACT # **C18-0861**    TERM **FALL 20**

School	Start Date	End Date	Student	Units	Payment	Master Teacher/Mentor	Grade(s)	CSUF Supervisor
Bernice Ayer			Turney, Laura	9	\$250.00	Stacy Gerkin		(N/A)
Capistrano Valley HS			Burke, Vicky	9	\$250.00	Amanda Shinavar		(Staff-TBA)
Capistrano Valley HS			Trant, Rachel	9	\$250.00	Jason Sorrell		(Staff-TBA)
Castille	8/22/2020	12/18/202	Hannon, Virginia	6	\$150.00	Vanessa Kaluger		Carroll, Adeline
Dana (CAP)			Traweek, Danica	9	\$250.00	Jody Cast	2	Collins, Barbara
Las Flores (CAP)	10/5/2020	12/18/202	Phillips, Ian	6	\$150.00	Lorie Katnik		Carroll, Adeline
Oak Grove			Cedarholm, Emma	9	\$250.00	Teresa Fantasia	K	McNaught, Jane
Oak Grove			Gray, Gabriela	9	\$250.00	Marisa Alvarez	4	McNaught, Jane
Oak Grove			Irvine, Tiffany	9	\$250.00	Wende Mackenzie	K	Mc Millan, Nastashia
Oak Grove			McCaughin, Kylie	9	\$250.00	Jennifer Lybrand	1	McNaught, Jane
RH Exceptional Needs Facilit	8/22/2020	12/18/202	Barrientos, Belem	6	\$150.00	Jennifer Buckman		Davis, Jeanne
San Clemente HS			McDaniel, Dylan	9	\$250.00	Rich Brown		Ansari, Farhad
Tesoro High School			Robbins, Jonathan	9	\$250.00	Jenny Chambers		(Staff-TBA)
White (CAP)			Ferguson, Haylee	6	\$150.00	Troy Kubly		Carroll, Adeline
Wood Canyon			Pasqualetto, Matthew	6	\$150.00	Richard Neumann		Carroll, Adeline
<b>Master Teacher Placements Units</b>				<b>Total Amount</b>				
<b>TOTALS</b>				<b>15</b>	<b>120</b>	<b>\$3,250.00</b>	Master teachers working with a student teacher (excluding students on internships or emergency credentials) will receive payment according to units and amounts associated above.	

PRINTED: **11/20/2020**    PAGE: **1 of 2**



**PLEASE READ INSTRUCTIONS CAREFULLY BEFORE INVOICING CSUF!**

Above is a final and confirmed list of placements within your district for the semester/year printed above. It is deemed to be accurate and complete based on the final confirmation of our University Supervisors indicated herein. Occasionally, back payments for Summer or Intersession placements may also be included on a Fall or Spring placement list, so please note specific starting dates.

School districts must invoice CSUF's College of Education through their own billing format, indicating the name of each student teacher with her/his master teacher, the units eligible for payment, and the CSUF Contract Number. Also, attach a signed copy of this FINAL PLACEMENT LIST to your district's invoice in order to insure accurate and prompt payment processing. Invoices must be sent to the College of Education within 6 months of the district receiving the Final Placement list. If there are additions/corrections to be made above, please contact Brianna Dunlap at (657) 278-3411 or email [brdunlap@fullerton.edu](mailto:brdunlap@fullerton.edu) within 3 weeks of receiving final placement list before invoicing so that a revised Final Placement List reflecting the corrections can be sent.

If the placements shown above are accurate and complete for the semester indicated herein, please email invoice and signed list to:

**Brianna Dunlap - [brdunlap@fullerton.edu](mailto:brdunlap@fullerton.edu)**

I hereby certify that all master teacher placements and their associated units are, to the best of my knowledge, accurate and entitled to payment at the reimbursement rate indicated above.

Area  
(       )

\_\_\_\_\_  
Please Print Your Name and Title:

\_\_\_\_\_  
Direct Telephone:

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Prepared by: Riki Belshe, TOSA/TAP, Human Resource Services

Date: December 16, 2020

Board Item: Internship Contract Agreement with Brandman University

---

**HISTORY**

Historically, the District has partnered with universities to hire internship credential candidates in hard-to-fill positions. The partnership allows the internship credential candidate to complete the remaining requirements for the preliminary credential with the support of the university and an identified site-support provider, while employed by the District.

**BACKGROUND INFORMATION**

In order to recruit the best new teachers, the District partners with multiple universities to allow an opportunity for the District to identify the most qualified internship credential candidates.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the Internship Contract Agreement with Brandman University.

**FINANCIAL IMPLICATIONS**

Internship credential candidates are hired in already identified positions. There is no additional fiscal impact.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the Internship Contract Agreement with Brandman University.

**PREPARED BY:** Riki Belshe, TOSA/TAP, Human Resource Services

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



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## INTERNSHIP CONTRACT AGREEMENT

by and between

**BRANDMAN UNIVERSITY**

and

**Capistrano Unified School District**

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Irvine Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period. (Education Code Section 44455).

### **I. General Provisions**

#### **a. The UNIVERSITY agrees and verifies that:**

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

#### **b. The DISTRICT agrees and verifies that:**

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).

- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

## **II. Support and Supervision Requirements**

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

### **a. General Support and Supervision Provided to All Interns**

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact

with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.

- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:

- (1) valid corresponding Clear or Life credential,
- (2) three years successful teaching experience, and
- (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.

- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The UNIVERSITY provides the 10 hour CTC mandatory mentor training.
- vii. The DISTRICT requires mentors complete the CTC mandatory 10 hour training.
- viii. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- ix. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- x. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

**b. Support and Supervision Specific to Teaching English Learners**

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT  
INFORMATION:

Capistrano Unified School District  
33122 Valle Rd.  
San Juan Capistrano, CA 92675  
Attn: Riki Belshe  
Phone: 949-234-9387

UNIVERSITY CONTACT  
INFORMATION:

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Fax: (800) 775-0128

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in

the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

#### **IV. TERM AND TERMINATION OF AGREEMENT**

Brandman University and the Capistrano Unified School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on 01/01/2021, and continuing until 01/01/2024 (3-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.



**SIGNATURES:**

DISTRICT

REPRESENTATIVES:

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

Name: \_\_\_\_\_

Title: Superintendent

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

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

Name: \_\_\_\_\_

Title: Human Resources

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

UNIVERSITY:

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

Name: Phillip L. Doolittle

Title: Executive Vice Chancellor of Finance and  
Administration and Chief Financial Officer

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

## APPENDIX A

### Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
  - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
  - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
  - (a) Provisions for an annual evaluation of the intern.
  - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
  - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
  - (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

**(5) Supervision of Interns.**

(a) In all internship programs, the participating institutions shall provide supervision of all interns.

(b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.

**(6) Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.

**(7) Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.

**(8) Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:

(a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:

- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
- Techniques to address learning differences, including working with students with special needs
- Techniques to address working with English learners to provide access to the curriculum
- Reading instruction in accordance with state standards
- Assessment of student progress based on the state content and performance standards
- Classroom management techniques
- Methods of teaching the subject fields

(b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.

(c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).

- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

## APPENDIX B

### Support and Supervision Activities

<b>Potential Support &amp; Supervision Activities to be Provided by the District</b>
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
<b>Support &amp; Supervision Activities Provided through the University</b>
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

*\*May also be used towards the 45-hour EL Support & Supervision Requirement.*

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Prepared by: Riki Belshe, TOSA/TAP, Human Resource Services

Date: December 16, 2020

Board Item: Supervised Fieldwork Agreement with Brandman University

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**HISTORY**

Historically, the District has partnered with universities to allow credential candidates to be paired with experienced District educators recommended by their administrator as a supervisor. Practicum/fieldwork experience is a California Commission on Teacher Credentialing requirement to earn a California Credential.

**BACKGROUND INFORMATION**

In order to recruit the best new teachers, the District partners with multiple universities to allow several credential candidates to be placed at several District schools. Many current District educators previously completed their required practicum/fieldwork hours to earn their credential.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the Supervised Fieldwork Agreement with Brandman University.

**FINANCIAL IMPLICATIONS**

Credential candidates completing practicum/fieldwork hours are not District employees and are unpaid. There is no fiscal impact.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the Supervised Fieldwork Agreement with Brandman University.

**PREPARED BY:** Riki Belshe, TOSA/TAP, Human Resource Services

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

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## SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Irvine Campus.

TEACHER EDUCATION

☒

SCHOOL PSYCHOLOGY

☒

SCHOOL COUNSELING

☒

EDUCATION ADMINISTRATION

☒

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Capistrano Unified School District, hereinafter called "FIELDWORK SITE."

### I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

### II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.



- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Capistrano Unified School District  
33122 Valle Rd.  
San Juan Capistrano, CA 92675  
Attn: Riki Belshe  
Phone: 949-234-9387

UNIVERSITY CONTACT INFORMATION:

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

#### IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 01/01/2021 and shall continue in full force and effect through 01/01/2024. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

#### SIGNATURES:

FIELDWORK SITE:      Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

UNIVERSITY:          Signature: \_\_\_\_\_  
Name:                  Phillip L. Doolittle  
Title:                  Executive Vice Chancellor of Finance and  
Administration and Chief Financial Officer  
Date: \_\_\_\_\_

Appendix A  
Payment for Master Teachers for Teacher Education Fieldwork Only

**I. SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

**Appendix B**  
**Specific Supervision Requirements for Each Program**

**Teacher Education Fieldwork:**

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

### **School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Personal and career assessments
  - b. Personal counseling experience in either an individual or group context
  - c. Experience in School-based programs serving parents and family members
  - d. Observing classroom instruction
  - e. Attending district and school based meetings
  - f. Mapping school-based community resources
  - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
  - h. Participating in professional development activities.
  - i. Participating in individual or group supervision.
  - j. Learning about and using technology and information systems.
  - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

### **I. Specific Supervision Requirements School Psychology Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

#### **School Administration:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Prepared by: Riki Belshe, TOSA/TAP, Human Resource Services

Date: December 16, 2020

Board Item: Supervised Internship Agreement with Brandman University

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**HISTORY**

Historically, the District has partnered with universities to hire internship credential candidates in hard-to-fill positions. The partnership allows the internship credential candidate to complete the remaining requirements for the school psychology, education administration, or school counseling credential with the support of the university and an identified site-supervisor, while employed by the District.

**BACKGROUND INFORMATION**

In order to recruit the best new school psychologists, education administrators, and school counselors, the District partners with multiple universities to allow an opportunity for the District to identify the most qualified internship credential candidates.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the Supervised Internship Agreement with Brandman University.

**FINANCIAL IMPLICATIONS**

There is no fiscal impact.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the Supervised Internship Agreement with Brandman University.

**PREPARED BY:** Riki Belshe, TOSA/TAP, Human Resource Services

Page 1 of 2

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





## SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Irvine Campus.

**SCHOOL PSYCHOLOGY**

☒

**EDUCATION ADMINISTRATION**

☒

**SCHOOL COUNSELING**

☒

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Capistrano Unified School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

### I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

### II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or

involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

### III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

#### FIELDWORK SITE CONTACT INFORMATION:

Capistrano Unified School District  
33122 Valle Rd.  
San Juan Capistrano, CA 92675  
Attn: Riki Belshe  
Phone: 949-234-9387

#### UNIVERSITY CONTACT INFORMATION:

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Fax: (800) 775-0128

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this

Agreement.

- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

#### IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 01/01/2021 and shall continue in full force and effect through 01/01/2024. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

#### SIGNATURES:

FIELDWORK SITE:      Signature: \_\_\_\_\_  
   Name: \_\_\_\_\_  
   Title: \_\_\_\_\_  
   Date: \_\_\_\_\_

UNIVERSITY:              Signature: \_\_\_\_\_  
   Name:      Phillip L. Doolittle  
   Title:      Executive Vice Chancellor of Finance and  
                Administration and Chief Financial Officer  
   Date: \_\_\_\_\_

**Appendix A**  
**Definition of Internship**

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

**Appendix B**  
**Specific Supervision Requirements for Each Program**

**School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Personal and career assessments
  - b. Personal counseling experience in either an individual or group context
  - c. Experience in School-based programs serving parents and family members
  - d. Observing classroom instruction
  - e. Attending district and school based meetings
  - f. Mapping school-based community resources
  - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
  - h. Participating in professional development activities.
  - i. Participating in individual or group supervision.
  - j. Learning about and using technology and information systems.
  - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**I. Specific Supervision Requirements School Psychology Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.

- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**School Administration Fieldwork:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Prepared by: Riki Belshe, TOSA/TAP, Human Resource Services

Date: December 16, 2020

Board Item: Field Placement Agreement with The Arizona Board of Regents, The University of Arizona

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**HISTORY**

Historically, the District has partnered with universities to allow credential candidates to be paired with experienced District educators recommended by their administrator as a supervisor. practicum/fieldwork experience is a Credentialing requirement.

**BACKGROUND INFORMATION**

In order to recruit the best new teachers, the District partners with multiple universities to allow several credential candidates to be placed at several District schools. Many current District educators previously completed their required practicum/fieldwork hours to earn their credential.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the Field Placement Agreement with the Arizona Board of Regents, the University of Arizona. The University of Arizona has a Deaf and Hard of Hearing Teaching Credential, which is a hard to fill position.

**FINANCIAL IMPLICATIONS**

Credential candidates completing practicum/fieldwork hours are not District employees and are unpaid. There is no fiscal impact.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the Field Placement Agreement with The Arizona Board of Regents, the University of Arizona.

**PREPARED BY:** Riki Belshe, TOSA/TAP, Human Resource Services

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



FIELD PLACEMENT AGREEMENT  
BETWEEN THE ARIZONA BOARD OF REGENTS, THE UNIVERSITY OF ARIZONA  
AND  
CAPISTRANO UNIFIED SCHOOL DISTRICT

This Agreement entered into this 2nd day of January, 2021, by and between the Arizona Board of Regents, for and on behalf of The University of Arizona (hereinafter referred to as the “University”) and the Capistrano Unified School District (hereinafter referred to as the “AGENCY”), and herein referred to as “Party” or “Parties.”

**Purpose**

The purpose of this Agreement is to establish a relationship between the AGENCY and University to enable an educational experience for the University’s students at AGENCY sites, which may qualify the students for University academic credit as determined by the University.

Now, therefore, it is mutually agreed between the parties hereto as follows:

**Term**

The term of this Agreement shall from January 1, 2021 to June 30, 2023. Either Party may, at any time, with or without cause, terminate this Agreement by providing the other Party with ninety (90) days advance written notice.

**Definitions**

1. “Student Practitioner” as used herein means the University student active in participation in the duties and functions of professional practice under the direct supervision and instruction of employees of AGENCY (“Supervising Practitioners”).
2. “Session of student practice” as used herein is considered to be all or part of the following:
  - a. Observations in classrooms and field practice settings ranging from several hours to several weeks within a given semester;
  - b. Assisting an experienced practitioner with routine classroom or field work, or other work that is routine professional practice;
  - c. Instructing one or more students or interacting with one or more clients in the field setting;
  - d. Assuming responsibility for planning and implementing instruction for a large group (including an entire classroom) of students;
  - e. Assuming responsibility for counseling clients;
  - f. Conducting client assessments and developing appropriate intervention strategies;
  - g. Assisting with enrichment activities including, but not limited to, community engagements, field trips, exhibits, and fairs;

The nature and length of student practice activities will be determined by the University program.

University program staff will provide a description of program and programmatic expectations to all Supervising Practitioners.

3. "Supervising Practitioner" as used herein means employees of AGENCY who hold valid credentials issued by the State of California authorizing them to serve in the schools in which the Student Practitioner is placed. Supervising Practitioners shall have completed a minimum of three (3) years satisfactory or effective work experience in the field in which they are supervising.

### **Program Terms**

1. University and AGENCY will agree on schedules for Student Practitioners performing services with AGENCY.
2. Neither University nor AGENCY is obligated to provide transportation to any Student Practitioner to or from AGENCY.
3. Representatives of University and AGENCY will participate in a meeting or telephone conference at least one time each semester to evaluate, among other things, program objectives, changes or enhancements thereto, and the performance of Student Practitioners.
4. AGENCY will not impair its existing contracts for service with any work performed by Student Practitioners.

### **University Obligations**

1. The University will be responsible for developing and carrying out procedures for Student Practitioner selection and admission to University programs.
2. The University will provide to Agency, supervising practitioner, or building administrator a handbook or other documentation of program requirements and expectations.
3. Prior to placement, the University will be responsible for verifying that each Student Practitioner has current Certificate of Clearance issued by the California Commission on Teacher Credentialing.
4. The University will designate an individual to serve as the primary liaison to AGENCY for purposes of this Agreement.

### **Agency Obligations**

1. AGENCY shall retain ultimate control and authority over all on-site aspects of educational services relating to its students.
2. AGENCY shall provide an appropriate student practice experience by assigning a qualified supervising practitioner who is appropriately certified in the field of practice and who will provide opportunities for Student Practitioners to satisfy program requirements.

3. AGENCY shall grant Student Practitioners access to AGENCY student records, under the supervision of AGENCY Supervising Practitioner, for the sole purpose of Student Practitioners' education and training, in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99. This includes student Individual Educational Plans (IEPs).
4. AGENCY shall provide adequate supervision and shall hire a certified/qualified substitute supervisor teacher in the event that the employee serving as the Supervising Practitioner is absent during a session of student practice, for Student Practitioners who do not hold a substitute certificate, unless there are extenuating circumstances.
5. AGENCY may hire Student Practitioner as a substitute teacher for AGENCY Supervising Practitioner during a session of student practice only if the Student Practitioner holds a valid California 30-Day Substitute Permit.
6. AGENCY acknowledges that Student Practitioners' educational records are protected by FERPA. Accordingly, AGENCY must obtain express written permission from any Student Practitioner before University may release any data pertaining to such student. The University will provide guidance to AGENCY, as needed, with respect to complying with the release of Student Practitioners' educational records in accordance with FERPA.
7. Each Student Practitioner shall perform and comply with all written policies, regulations and directives of AGENCY. AGENCY shall provide all applicable written policies, regulations and directives to Student Practitioner and to University. AGENCY may relieve a Student Practitioner from further participation in the Program if, in its sole discretion, it believes that such Student Practitioner has violated AGENCY's policies, regulations and/or directives.

#### **Refusal or Dismissal of Student Practitioner**

1. AGENCY may, and in compliance with state and federal regulations, refuse to accept the placement of a Student Practitioner. During a placement, either party may, at their sole discretion, immediately dismiss any Student Practitioner whose performance or conduct is not in accordance with AGENCY or University policies, procedures, rules, codes of conduct, violates the applicable laws of the State of Arizona or the state where the placement is conducted, or is otherwise detrimental to the health & welfare of the AGENCY's students or faculty. If such action is required, the party initiating the dismissal will notify the other within one (1) business day of the dismissal, to follow with written notification (email acceptable) within ten (10) business days of the dismissal. The written notification shall identify the specific violation(s) of policy, procedure, rule, code of conduct, or law that resulted in the dismissal. University will be responsible for any disciplinary action of the Student Practitioner.
2. The refusal or dismissal of a Student Practitioner in accordance with the provisions of this Agreement shall not affect continuation of this Agreement or the continued training of other Student Practitioners by AGENCY pursuant to this Agreement.

## General Provisions

1. The University shall inform each participating Student Practitioner of federal and state laws governing the confidentiality of AGENCY client or student information, including FERPA. Any breach of confidentiality by a participating Student Practitioner shall be grounds for immediate termination.
2. Nothing in this Agreement shall be construed as establishing a partnership, joint venture, or similar relationship between the University and AGENCY. Nothing in this Agreement shall be construed to authorize either Party to act as agent for the other, and neither Party shall be liable for the wrongful acts or negligence of the other while acting in the course or scope of their employment while performing the duties undertaken pursuant to this Agreement. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.
3. The University maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. The AGENCY shall maintain adequate insurance, as determined by the University (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the AGENCY's employees and agents. University students are not deemed to be employees of AGENCY by virtue of this Agreement.
4. The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, as amended.
5. This Agreement is subject to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
6. In the event of litigation, as required by A.R.S. § 12-1518, the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
7. The performance of both Parties may be dependent upon the appropriation of funds by each Party's governing, legislative authority. Should the Legislature in the case of the University or the District School Board in the case of AGENCY fail to appropriate the necessary funds or if either Party's applicable appropriation is reduced during the fiscal year, the Party that is subject to the reduced or eliminated funding may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. Each Party agrees to notify the other Party as soon as reasonably possible after the unavailability of said funds comes to its attention.

8. Notices:

To University:

Director, Preaward Services  
Sponsored Projects & Contracting Services  
University of Arizona  
P.O. Box 210158, Rm 515  
Tucson AZ 85721-0158

To AGENCY:

Human Resource Services  
Capistrano Unified School District  
33122 Valle Rd  
San Juan Capistrano, CA 92675

9. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue valid and enforceable to the full extent permitted by law.
10. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
11. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. The Parties agree that any xerographically or electronically reproduced copy of this agreement will have the same legal force and effect as any copy bearing original signatures of the Parties.
12. This document constitutes the entire agreement between the parties and any prior or contemporaneous representations, either oral or written are hereby superseded. This Agreement may not be modified, amended, altered or extended except through a written amendment signed by each party.

IN WITNESS HEREOF, the parties hereto have executed this Agreement by properly authorized persons.

ARIZONA BOARD OF REGENTS,  
UNIVERSITY OF ARIZONA

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

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Printed Name: Mark A. Drury  
Title: Contracts Manager

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Printed Name: Tim Brooks  
Title: Associate Superintendent, HRS

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Date

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Date

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: December 16, 2020

Board Item: Master Services Agreement – Strategic Kids

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**HISTORY**

Strategic Kids works in over 250 schools in over 30 school districts in Orange County, Denver, CO and northern Washington state, including schools in Saddleback Valley Unified, Newport Mesa Unified, Orange Unified, Laguna Beach Unified, and Garden Grove Unified School Districts. They have also been working with Journey Charter School running all after school programming since September 2019.

**BACKGROUND INFORMATION**

Strategic Kids provides supervision and education support services to students engaged in the Extended Learning Program and students during non-instructional minutes. A Master Services Agreement with Strategic Kids was ratified at the October 21, 2020 Regular Board Meeting.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the amendment of the Master Services Agreement with Strategic Kids to provide supervision for extended learning and campus supervision while continuing to recruit CUSD employees for District positions. The term of this agreement is extended from December 31, 2020 through June 30, 2021.

**FINANCIAL IMPLICATIONS**

Expenditures under this agreement are not-to-exceed \$1,137,600 funded by the general fund and CARES. These costs have been budgeted to support the needs of extended learning, and will be used to cover the costs of this amended agreement.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the amendment of the Master Services Agreement with Strategic Kids.

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

## **PRIVATE AGENCY STAFFING AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into on September 28, 2020, between STRATEGIC KIDS ("Provider"), and the CAPISTRANO UNIFIED SCHOOL DISTRICT ("District").

### **RECITALS**

**WHEREAS**, Provider is engaged in the business of providing personnel for the performance of certain education related services;

**WHEREAS**, District has a staffing shortage caused by issues related to the emergency global pandemic, COVID-19;

**WHEREAS**, District wishes to retain Provider to provide personnel to District through an emergency appointment until such time as the District can employ qualified employees

**NOW, THEREFORE**, Provider and District agree as follows:

#### **A. SCOPE OF SERVICES**

1. Provider agrees to provide qualified Paraeducators and Student Supervisors to the District, as requested by the District, to provide supervision and education support services to students engaged in the Extended Learning Program and students during non-instructional minutes. Any personnel provided by Provider shall be referred to herein as Supplied Personnel.

2. Supplied Personnel will hold and maintain appropriate qualification requirements, including the following:

- Graduation from high school or equivalent experience
- Some experience working or volunteering in a classroom environment preferred
  - Valid First Aid and CPR certificates as authorized by the American Heart Association or American Red Cross
  - Proficiency in English usage, language arts, and mathematics or pass the California Basic Educational Skills Test (CBEST), or completion of 2 years of college
- Provider agrees to cooperate with District's reasonable requests with respect to the supplying of personnel.

3. Supplied Personnel will provide services in compliance with applicable state and federal regulations and in accordance with the District's policies, procedures, rules and regulations, including, but not limited to, health orders by the California Department of Public Health, Orange

County Health Care Agency, and District policies related to COVID-19. The District shall notify Provider as timely as practicable upon discovery of any failure by any Supplied Personnel to comply with any state or federal regulations or of the District's appropriate policies, procedures, rules and regulations. Provider warrants that the Work will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards.

4. Supplied Personnel shall be provided with copies of or access to the District's policies, procedures, rules and regulations.

5. Supplied Personnel also shall have access to any records necessary to provide services required herein accordance with all applicable federal, state and local statutes, rules and regulations, as well as under HIPPA regulations and District's policies, procedures, rules and regulations.

#### B. PRICE AND PAYMENT TERMS

1. As full compensation for the services rendered pursuant to this Agreement, the District will pay Provider \$35 per hour for each Supplied Personnel assigned to a designated work day, when there are up to nine Supplied Personnel assigned in a day. If there are 10 or more Supplied Personnel assigned in a day, the District will pay Provider \$31 per hour for each additional Supplied Personnel beyond the initial nine individuals assigned. No additional taxes or fees are due related to services under this Agreement, except subject to paragraph 3 below.

2. Invoices will be submitted monthly by Provider for payment in full by District on a 45 days net basis as from the date of invoice. If payment of invoices is not current, the provider may suspend performing further work with notice to the District.

3. Provider shall be reimbursed for any reasonable and actual out-of-pocket expenses incurred by Supplied Personnel in the performance of Provider's duties and responsibilities under this Agreement, provided that the District has previously approved such costs and/or expenses in writing. Reimbursement for any costs and/or expenses shall be made to Provider within forty-five (45) days of receipt of invoice along with written documentation of all costs and/or expenses incurred. Cost of travel by Supplied Personnel between the District's school sites, as opposed to costs of commuting to and from the District, similarly shall be reimbursed.

4. Supplied Personnel will not exceed 60 per day during the period of January 4, 2021 through June 30, 2021.

#### C. TERM AND TERMINATION

A. This Agreement shall become effective on the January 4, 2021 and shall continue through June 30, 2021, unless the Agreement is earlier terminated by either Party in accordance with Section 4.B, below. This Agreement may be amended, renewed or extended by the mutual written consent of the District and Provider.



B. District may terminate this Agreement without cause upon ten (10) days' written notice. In the event of termination without cause, District agrees to pay Provider for all of the undisputed Work performed up to the date of termination notice.

C. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least five (5) days' written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

D. RELATIONSHIP OF PARTIES AND SUPPLIED PERSONNEL

1. Provider as Sole Employer

a. Provider shall serve as the sole employer of all Supplied Personnel, and exercise exclusive authority to supervise and evaluate its employees, except as expressly provided herein. Administrators employed by District shall be present at District's facilities when the Work is being performed, and shall have the right to direct the activities of Supplied Personnel as needed to coordinate the Work of Supplied Personnel with that of the District's staff and students and to address matters related to the safety of students and others on school grounds and compliance with rules and regulations of the District.

b. All persons employed by Provider in the performance of services and functions with respect to this Agreement shall be deemed employees of Provider and no Supplied Personnel shall be considered an employee of the District or under the jurisdiction of District, nor shall such Supplied Personnel have any District pension, civil service, or other status while an employee of Provider. Provider is solely responsible and liable for carrying workers' compensation insurance for its employees and for paying any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local as required by applicable law.

2. Fingerprinting and Health Clearance - Provider acknowledges and agrees that any health or safety requirements established by the District and applicable to District's employees are similarly applicable to all Supplied Personnel who perform services in connection with this Agreement. Prior to commencing work under this Agreement, all Supplied Personnel shall (a) be fingerprinted in the same manner, and in accordance with the same District policies and procedures, as apply to District instructional aides and clear a Department of Justice and Federal Bureau of Investigation criminal background check; and (b) shall provide proof of all required health clearances, including, but not limited to tuberculosis clearance.

3. Person Disqualified From Providing Services

a. Provider shall not employ to perform services in the Program any individual who has been convicted of a sex offense, as defined at Education Code section 44010; a drug offense, as defined at Education Code section 44010; and/or a violent or serious felony, as listed in Penal Code section 667.5(c) or Penal Code section 1192.7(c)

b. In the event Provider becomes aware that any person employed in connection with providing services under this Agreement has been arrested or convicted of any

offense included in Section 3.C.1 above, Provider shall immediately notify the District and remove said employee from performing services under this Agreement and from otherwise interacting with District students until such time as the District and Provider agree the employee may resume performing the Work.

c. Any person who was previously terminated from employment with the District may not be employed by Provider to perform services under this Agreement.

#### E. CONFIDENTIAL INFORMATION

1. Provider acknowledges that, during the term of this Agreement, Provider and/or its Supplied Personnel may have access to privileged and confidential materials and information maintained by the District, including information concerning students. Provider agrees to keep all such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement, except to the extent that such disclosure or use is reasonably necessary to the performance of the Work. Provider warrants it has obligated the Supplied Personnel to abide by the terms of this Agreement related to the nondisclosure of confidential information and shall be liable for the breach of this provision by the Supplied Personnel.

2. All information relating to Provider that is known to be confidential, or which is clearly marked as such, shall be held in confidence by the District and will not be disclosed or used by the District except to the extent that such disclosure or use is reasonably necessary to the performance of District's duties and obligations under this Agreement.

#### F. COMPLIANCE WITH LAWS, POLICIES AND PROCEDURES

Provider shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations that are applicable to the District, whether enacted or promulgated by any public or governmental authority or agency, including the District. This includes, but is not limited to, not discriminating against any person on account of race, color, religion, sex, marital status, disability, gender, gender identity, gender expression, sexual orientation, ethnicity, national origin or nationality, or ancestry.

#### G. INSURANCE

1. General Liability and Property Damage - Provider agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Provider's use of facilities under this Agreement. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.

*Sexual Abuse and Molestation Insurance with at least the same limits as set forth above for the CGL coverage, covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse. District Entities must be named as additional insureds. The coverage must contain a severability of interests/cross liability*

clause or language stating that Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation - Provider shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

3. Notice; Additional Named Insureds - All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days' written notice from the insurance company to both Parties hereto before cancellation or change in coverage, scope or amount of any policy. District shall be designated as an additional named insured.

4. Insurance Endorsements - Concurrent with the execution of the Agreement and prior to any use by Provider of the District's facilities, Provider will provide District with an endorsement(s) verifying such insurance and the terms described herein. Provider's insurance shall be primary and separate from any insurance obtained by the District, which shall be secondary and not contributory to satisfy the requirements made of the Provider herein.

#### H. LIABILITY/INDEMNIFICATION

Provider shall be responsible for, and District shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of Provider, its agents, officers, employees, guests, or invitees, or in connection with Provider's services, including the Work of Supplied Personnel, under this Agreement. Accordingly, Provider agrees to fully indemnify, defend and hold harmless the District, its board members, officers, agents, employees, and invitees from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, causes of action, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of the acts, omissions, and/or negligence of Provider, its agents, officers, employees, guests, or invitees, or in connection with Provider's services, including the Work of Supplied Personnel, under this Agreement. The foregoing indemnity shall not apply to actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of the District, its board members, agents, employees or officers. The provisions of this Section shall survive the termination or expiration of this Agreement.

#### I. OWNERSHIP OF INTELLECTUAL PROPERTY

To the extent that Provider has received payment of compensation as provided in this Agreement, any work of authorship created in conjunction with the Work will be deemed a "commissioned work" and "work made for hire" to the greatest extent permitted by law and District will be the sole owner of the Work and/or any works derived there from. To the extent that the Work is not properly characterized as "work made for hire," then Provider hereby irrevocably assigns to District all right, title and interest in and to the Work (including but not limited to the copyright therein), and any and all ideas and information embodied therein, in perpetuity and throughout the

world.

J. NOTICE/AUTHORIZATION

Notices required to be given pursuant to this Agreement shall be in writing and shall be delivered via: (i) personal delivery; (ii) certified or registered United States mail, postage pre-paid and return receipt requested; (iii) facsimile transmission, with original deposited into United States mail, first-class postage prepaid, within twenty-four hours of transmission; or (iv) reliable overnight delivery services, such as U.P.S., Federal Express or Overnite Express; provided, however, that any such notice shall be valid only if delivered to the following person(s):

For the District:

Capistrano Unified School District  
Attn: Tim Brooks,  
Associate Superintendent, Human Resource Services  
33122 Valle Rd, San Juan Capistrano, CA 92675

For Provider:

Strategic Kids  
Attn: Adam Brody, President

K. NON-ASSIGNMENT

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

L. ARBITRATION

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of California. The arbitration shall be held in California. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

**M. ATTORNEYS' FEES**

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

**N. SEVERABILITY**

If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

**O. FORCE MAJEURE**

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.


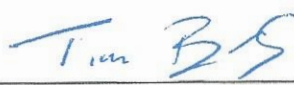
**P. NO WAIVER**

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

**Q. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first set forth above.

<b>Provider: Strategic Kids</b>	<b>District: Capistrano Unified School District</b>
By: Adam Brody 	By: Tim Brooks 
Title: President	Title: Associate Superintendent, HRS
Date: 12/4/20	Date: 12/4/20

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: December 16, 2020

Board Item: Extension of Emergency Substitute Daily Rate of Pay Increase

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**HISTORY**

On March 18, 2020 the sub rate was increased from \$105 a day to \$125 per day in order to make the District more competitive with neighboring districts, encouraging local substitutes to serve in CUSD.

**BACKGROUND INFORMATION**

As planning for reopening schools in person began, the substitute fill rate dropped significantly to close to 50 percent. Furthermore, many of the District's active substitutes were hired as Para Educators to support extended learning, which further impacted the existing substitute pool. The emergency temporary increase of substitute daily rate of pay was ratified at the October 21, 2020 Board meeting. Raising the daily rate for substitute teachers made the District more competitive with neighboring districts. This agenda item presents an extension of the increased daily rate of pay. This extension will be effective through June 4, 2021.

**CURRENT CONSIDERATIONS**

In order to attract substitute teachers during the reopening of schools to in person learning, the substitute pay rate should remain at the increased rate of \$175 to assist with recruiting and filling open positions. This extension will remain effective through June 4, 2021. This rate does not apply to all previous bargaining unit agreements which are based on the regular sub rate.

**FINANCIAL IMPLICATIONS**

The total cost increase will depend on the need for subs, but is estimated to be up to \$725,000.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the extension of the temporary increase to the certificated substitute teacher rate of pay to assist with recruiting and retention during the reopening of schools to in person learning.

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

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Prepared by: Rich Montgomery, Assistant Superintendent, Human Resource Services,  
Grades 6-12, K-8, Alternative Education

Date: December 16, 2020

Board Item: Orange County Department of Education First Quarter Report – Williams  
Settlement Legislation

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**HISTORY**

This is a standing item that is presented to the Board of Trustees on a quarterly basis.

The *Eliezer Williams, et al., vs. State of California, et al. (Williams)* case was filed as a class action in 2000 in San Francisco County Superior Court. The plaintiffs include nearly 100 San Francisco County students, who filed suit against the State of California and state education agencies, including the California Department of Education (CDE). The basis of the lawsuit was that the agencies failed to provide public school students with equal access to instructional materials, safe and decent school facilities, and qualified teachers.

The case was settled in 2004, and as a result, the CDE has made changes to the School Accountability Report Card (SARC) template that all schools must update and publish annually. The changes will help all schools report the overall condition of their facilities, the number of teacher misassignments and vacant teacher positions, and the availability of textbooks or instructional materials.

**BACKGROUND INFORMATION**

As a result of the Williams Settlement, Education Code § 35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, and facility conditions posing a threat to student/staff health or safety. Furthermore, Education Code § 35186 requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the acceptance of Williams Settlement Legislation Orange County Department of Education (OCDE) First Quarter Report.

### **FINANCIAL IMPLICATIONS**

There is no fiscal impact.

### **DATA**

During the first quarter, the District received no complaints.

### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees accept the Williams Settlement Legislation Orange County Department of Education (OCDE) First Quarter Report.

**PREPARED BY:** Rich Montgomery, Assistant Superintendent, Human Resource Services,  
Grades 6-12, K-8, Alternative Education

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





**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050  
(714) 966-4000  
FAX (714) 432-1916  
[www.ocde.us](http://www.ocde.us)

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

**ORANGE COUNTY  
BOARD OF EDUCATION**

MARI BARKE

REBECCA "BECKIE" GOMEZ

TIM SHAW

LISA SPARKS, PH.D.

KEN L. WILLIAMS, D.O.

**DATE:** October 30, 2020

**TO:** Kirsten M. Vital, Superintendent, Capistrano Unified School District

**FROM:** Nicole Savio Newfield, Administrator, Student Achievement and Wellness

**SUBJECT:** Williams Settlement Legislation 1<sup>st</sup> Quarter Report

I am pleased to provide the first quarter Williams Settlement Legislation report for the 2020-21 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during July, August, and September 2020. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

**FIRST QUARTER REPORT**

**School Site Facility Reviews**

- Two reviews were conducted on September 22, 2020. Results are enclosed.

**Uniform Complaint Procedures (UCP)**

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the fourth quarter.
- No complaints were filed in your district during the period of April through June 2020.

**Upcoming Quarter**

- School Site Facility Reviews
- Uniform Complaint Procedure reporting

If you have any questions regarding this report, please contact me at (714) 966-4385 or [nsavio@ocde.us](mailto:nsavio@ocde.us).

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ag

Enclosure

c: Al Mijares, Ph.D., County Superintendent of Schools  
Rich Montgomery, Assistant Superintendent, Human Resource Services

4385013020



Orange County Department of Education  
Educational Services Division

**Williams Settlement Legislation  
1<sup>st</sup> Quarter Report  
Capistrano Unified School District  
2020-21**

**FACILITIES**

Schools were reviewed to determine safety, cleanliness, and functionality of facilities. Any deficiencies were reported to school administrators for remediation.<sup>1</sup>

School	Review Date	Room/Area	Facility Conditions Identified
Kinoshita Elementary	September 22, 2020	NONE	
Viejo Elementary	September 22, 2020	NONE	

Respectfully submitted,

*Nicole Savio Newfield*

Nicole Savio Newfield  
Administrator, Student Achievement and Wellness

10/30/2020

Date

<sup>1</sup>Districts are not required to report corrections to the Orange County Department of Education.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Prepared by: Rich Montgomery, Assistant Superintendent, Human Resource Services, Grades 6-12, K-8, Alternative Education

Date: December 16, 2020

Board Item: Resignations/Retirements/Employment – Classified Employees

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**HISTORY**

The activity list for employment, separation and additional assignments of classified employees is a standing item that is presented during each regularly scheduled Board of Trustees meeting.

**BACKGROUND INFORMATION**

In accordance with California Education Code §§ 44830(a), 45102, 44930, 45201 and 45190, employment actions or processes that affect an employee's status or pay during their employment must be approved by the Board of Trustees.

Classified activity lists may include a variety of "Temporary Additional Assignments" or TAAs. These are brief assignments in which an employee is to perform a task outside of his or her normal working hours and outside of his or her regular responsibilities. These tasks may include attending a required meeting, working at a school open house, helping at registration, and the like. These TAAs are performed at the normal hourly rate of pay for the work to be done, and are approved for a number of hours not to exceed (NTE) a specified amount. After the assignment is completed, the Payroll Department will receive an employee timesheet, signed by a supervisor, showing the time worked on the TAA. The Payroll Department will determine whether the hours worked were approved and will pay the employee for the hours worked, up to the approved amount. If the employee works fewer than the approved number of hours, s/he is paid only for the number of hours worked. If the assignment cannot be completed within the approved number of hours, a new request must be submitted for the estimated amount of work remaining.

**CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the activity list for classified employees.

**FINANCIAL IMPLICATIONS**

These positions will be charged to the appropriate fund and are included in the adopted budget.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the activity list for classified employees.

**PREPARED BY:** Rich Montgomery, Assistant Superintendent, Human Resource Services,  
Grades 6-12, K-8, Alternative Education

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**ACCEPT RESIGNATION/TERMINATION**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Adeleke, Jenna D.	Para-Educator II	Voluntary Resignation	11/04/2019	09/18/2020
2. Alcalay, Tyler M.	Mental Health & Beh Suppt Spec	Voluntary Resignation	01/09/2014	09/25/2020
3. Alcantar, Alberto A.	Para-Educator I	Voluntary Resignation	09/25/2020	10/29/2020
4. Alex, Suzanne	Elem Student Supervisor	Voluntary Resignation	03/09/2020	11/06/2020
5. Atkinson, Gloria M.	Blngl Elem School Clerk	Retirement	04/24/2018	12/25/2020
6. Campanis, Skye J.	Food Service Worker	Voluntary Resignation	01/24/2019	10/13/2020
7. Carlier, Madison Y.	Para-Educator III	Voluntary Resignation	10/15/2018	11/13/2020
8. Carrillo, Juan A.	Custodian IV	Retirement	10/05/1981	12/31/2020
9. Chavez De Fodor, Monica	Para-Educator I	Voluntary Resignation	12/14/2017	09/18/2020
10. Cunningham, Hailey P.	Loa: Unpaid Classified	Voluntary Resignation	03/03/2016	11/18/2020
11. Dittrich, Kimberly	Academic Advisor	Voluntary Resignation	08/09/2019	09/25/2020
12. Dodson, Nicole E.	Para-Educator III	Cl-Probationary Termination	03/16/2020	10/28/2020
13. Ellsworth, Rebecca C.	Para-Educator II	Voluntary Resignation	03/02/2020	11/10/2020
14. Flaherty, Yvette M.	Para-Educator I	Voluntary Resignation	09/01/2020	11/06/2020
15. Gardner, Kim M.	Attendance Clerk	Deceased	09/14/2000	10/11/2020
16. Gonzalez, Berenice M.	Blngl Community Svcs Liaison	Voluntary Resignation	04/17/2006	09/25/2020
17. Hegerman, Devon E.	MS Campus Supervisor	Voluntary Resignation	12/10/2018	10/05/2020
18. Kopp, Brianna R.	Para-Educator I	Voluntary Resignation	10/06/2020	11/06/2020
19. Kruger, Melissa M.	Para-Educator III	Voluntary Resignation	02/14/2013	10/16/2020
20. Livadas, Sue A.	Elem Student Supervisor	Voluntary Resignation	08/20/2019	09/25/2020
21. Lukasik, Leslie S.	Lead Food Service Professional	Retirement	12/01/1999	12/30/2020
22. Lutz, Alyssa L.	Para-Educator II	Voluntary Resignation	08/24/2020	11/13/2020
23. Mahmoud, Nouran S.	Elem Student Supervisor	Voluntary Resignation	10/26/2020	10/28/2020
24. Munguia Cervantes, Blanca	Para-Educator II	Voluntary Resignation	10/11/2019	09/29/2020
25. Nunez, Geovanny	Sub Custodian	Voluntary Resignation	10/02/2020	11/11/2020
26. Ortiz, Yessica V.	Food Service Elem Cashier	Voluntary Resignation	11/30/2015	11/11/2020
27. Poulos, Kristen J.	Loa: Unpaid Classified	Voluntary Resignation	10/17/2016	01/01/2021
28. Repko, Kellee	School Secretary II	Retirement	06/25/1996	11/30/2020
29. Rodriguez, Laura I.	Food Service Worker	Voluntary Resignation	02/27/2020	10/01/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**ACCEPT RESIGNATION/TERMINATION (Cont.)**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
30. Rojas, Sonia	Sub Para-Educator II	Term-Not Discipline Related	10/28/2016	11/03/2020
31. Rojas, Sonia	Sub Para-Educator IV	Term-Not Discipline Related	10/28/2016	11/03/2020
32. Rojas, Sonia	Sub Para-Educator III	Term-Not Discipline Related	10/28/2016	11/03/2020
33. Salinas, Jeannine E.	Para-Educator I	Voluntary Resignation	09/21/2020	11/06/2020
34. Sampson, Michelle	MS Campus Supervisor	Voluntary Resignation	10/14/2020	10/23/2020
35. Smith, Stephanie A.	Sub Elem Student Supervisor	Term-Not Discipline Related	12/09/2016	11/05/2020
36. Song, Mia S.	Para-Educator IV	Voluntary Resignation	11/05/2018	11/03/2020
37. Strandstra, Claudia	Para-Educator I	Voluntary Resignation	03/02/2015	12/31/2020
38. Swartz, Jennifer	Sub Elem Library Media Tech	Term-Not Discipline Related	09/05/2019	11/05/2020
39. Thomas, Theresa L.	Sub MS Campus Supervisor	Term-Not Discipline Related	02/09/2011	10/20/2020
40. Thomas, Theresa L.	Sub Elem Student Supervisor	Term-Not Discipline Related	02/09/2011	10/20/2020
41. Vanhorn, Tiffany L.	Elem Student Supervisor	Voluntary Resignation	02/06/2020	09/04/2020
42. Vasquez, Charlene M.	Para-Educator III	Voluntary Resignation	01/10/2005	11/20/2020
43. Vondrak, Louise C.	School Secretary I	Retirement	09/02/1997	12/30/2020
44. Vu, Emilyn Q.	Food Service Worker	Voluntary Resignation	09/03/2019	11/01/2020
45. Weber, Nichole L.	Sub Elem Student Supervisor	Term-Not Discipline Related	08/20/2019	11/13/2020

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
46. Brower, Tabitha F.	Intermediate Office Asst (12mo/40hpw)	\$3,103.43 mo	25 - 01	11/09/2020
47. Chifo, Rachael K.	Academic Advisor (10.75mo/40hpw)	\$4,379.85 mo	35 - 03	11/02/2020
48. Pettit, Michael J.	Technology Sppt Spec I (12mo/40hpw)	\$5,079.29 mo	41 - 03	11/09/2020
49. Pugliese, Sammy	Maintenance Plumber (12mo/40hpw)	\$4,494.70 mo	40 - 01	11/19/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position- Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
50. Aranda, Marsha L.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	10/27/2020
51. Cazares Torres, Kassandra L.	Para-Educator IV (9.5mo/30hpw)	\$17.47 hr	24 - 01	10/26/2020
52. Chairez Gonzalez, Salvador	Elem Student Supervisor (9.5mo/10hpw)	\$13.00 hr	12 - 01	11/09/2020
53. Chiang, Pamela E.	Para-Educator I (9.5mo/30hpw)	\$17.02 hr	19 - 03	10/27/2020
54. Cook, Aubrey C.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	11/03/2020
55. Cramer, Amy	Para-Educator IV (9.5mo/17.5hpw)	\$17.47 hr	24 - 01	11/09/2020
56. Cruz Ramirez, Anayeli	Elem Student Supervisor (9.5mo/15hpw)	\$13.00 hr	12 - 01	11/05/2020
57. Davinni, Nancy E.	Para-Educator III (9.5mo/30hpw)	\$16.63 hr	22 - 01	11/30/2020
58. De La Torre Leon, Miguel G.	Para-Educator IV (9.5mo/30hpw)	\$17.47 hr	24 - 01	11/13/2020
59. Denton, Marc B.	Elem Student Supervisor (9.5mo/17.5hpw)	\$13.00 hr	12 - 01	11/16/2020
60. Dickman, Ally C.	Para-Educator II (9.5mo/32.5hpw)	\$15.83 hr	20 - 01	10/29/2020
61. Dirpes, Andreea S.	Elem Student Supervisor (9.5mo/17.5hpw)	\$13.00 hr	12 - 01	11/06/2020
62. Folino, Vincent T.	Para-Educator II (9.5mo/32.5hpw)	\$17.45 hr	20 - 03	11/09/2020
63. Forrest, Kimberly S.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	10/26/2020
64. Gerhard, Kara L.	Para-Educator III (9.5mo/17.5hpw)	\$16.63 hr	22 - 01	11/12/2020
65. Gonzalez Guardado, Perla I.	Elem Student Supervisor (9.5mo/17.5hpw)	\$13.00 hr	12 - 01	11/05/2020
66. Hagopian, Gioia M.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	10/27/2020
67. Hardy, Alicia G.	Elem Student Supervisor (9.5mo/17.5hpw)	\$13.00 hr	12 - 01	11/16/2020
68. Havertine, Ronald S.	Elem Student Supervisor (9.5mo/17.5hpw)	\$14.32 hr	12 - 03	10/26/2020
69. Henry, Mary J.	Para-Educator III (9.5mo/32.5hpw)	\$18.33 hr	22 - 03	11/09/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position- Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
70. Ickes, Ashely S.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	11/10/2020
71. Koper, Bridget R.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	10/19/2020
72. Mahmoud, Nouran S.	Elem Student Supervisor (9.5mo/15hpw)	\$13.00 hr	12 - 01	10/26/2020
73. Mendoza, Jessica	Food Service Elem Cashier (9.5mo/15hpw)	\$14.34 hr	16 - 01	10/22/2020
74. Merchain, Amber M.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	11/16/2020
75. Myer, Penny T.	Elem Student Supervisor (9.5mo/17.5hpw)	\$13.00 hr	12 - 01	11/09/2020
76. Ortiz, Maricela	Elem Student Supervisor (9.5mo/17.5hpw)	\$13.00 hr	12 - 01	10/23/2020
77. Petersen, Holly M.	Para-Educator III (9.5mo/32.5hpw)	\$16.63 hr	22 - 01	11/16/2020
78. Ramirez, Bianka E.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	11/17/2020
79. Rios, Edna R.	Elem Student Supervisor (9.5mo/10hpw)	\$13.00 hr	12 - 01	11/09/2020
80. Romanova, Ilmira	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	11/03/2020
81. Shen, Lirong	Elem Student Supervisor (9.5mo/10hpw)	\$13.00 hr	12 - 01	10/26/2020
82. Stucky, Mark F.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	10/29/2020
83. Tello Cabanillas, Vanessa A.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	11/09/2020
84. Torres Valencia, Karla V.	Elem Student Supervisor (9.5mo/15hpw)	\$13.00 hr	12 - 01	11/12/2020
85. Ulrich, Zachary M.	Para-Educator III (9.5mo/32.5hpw)	\$16.63 hr	22 - 01	10/26/2020
86. Unzueta, Rita L.	Elem Student Supervisor (9.5mo/17.5hpw)	\$13.00 hr	12 - 01	10/26/2020
87. Wilson, Lucas M.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	11/09/2020



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
88. Kemp, Lorraine L.	Inst Asst-Preschool (9.5mo/40hpw)	\$3,958.48 mo	23 - 10	11/02/2020
<u>Name</u>	<u>Position- Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
89. Bray, Laticia M.	Sub Elem Student Supervisor	\$13.00 hr	12 - 01	11/04/2020
90. Clarke, Grace M.	Sub Preschool Teacher	\$20.76 hr	31 - 01	11/03/2020
91. Ellis, Donnie L.	Sub MS Campus Supervisor	\$17.04 hr	23 - 01	08/18/2020
92. Gellatly, Jillian M.	Sub Para-Educator II	\$15.83 hr	20 - 01	11/03/2020
93. Gellatly, Jillian M.	Sub Para-Educator III	\$16.63 hr	22 - 01	11/03/2020
94. Gellatly, Jillian M.	Sub Para-Educator IV	\$17.47 hr	24 - 01	11/03/2020
95. Holguin, Lupe	Sub District Receptionist	\$17.90 hr	25 - 01	11/06/2020
96. Hurtado, Joyce K.	Sub Elem Student Supervisor	\$13.00 hr	12 - 01	11/12/2020
97. Kingdon, Deanna L.	Sub School Bus Driver	\$20.00 hr	28 - 01	11/06/2020
98. Mathis, Tracey L.	Sub Elem Student Supervisor	\$13.00 hr	12 - 01	11/04/2020
99. Messer, Antonietta	Sub Inst Asst-Preschool	\$17.04 hr	23 - 01	11/03/2020
100. Muro, Richard D.	Sub Para-Educator I	\$15.44 hr	19 - 01	10/31/2020
101. Muster, Karen R.	Sub Food Service Worker	\$13.65 hr	14 - 01	09/19/2020
102. Nelson, Danielle J.	Sub Para-Educator I	\$15.44 hr	19 - 01	11/09/2020
103. Nelson, Danielle J.	Sub Para-Educator II	\$15.83 hr	20 - 01	11/09/2020
104. Nelson, Danielle J.	Sub Para-Educator III	\$16.63 hr	22 - 01	11/09/2020
105. Petke, Hannah M.	Sub Para-Educator I	\$15.44 hr	19 - 01	10/30/2020
106. Petke, Hannah M.	Sub Para-Educator II	\$15.83 hr	20 - 01	10/30/2020
107. Petke, Hannah M.	Sub Para-Educator III	\$16.63 hr	22 - 01	10/30/2020
108. Petke, Hannah M.	Sub Para-Educator IV	\$17.47 hr	24 - 01	10/30/2020
109. Poulos, Kristen J.	Sub Para-Educator II	\$15.83 hr	20 - 01	01/02/2021
110. Rivas, Adrian A.	Sub Para-Educator I	\$15.44 hr	19 - 01	11/13/2020
111. Rivas, Adrian A.	Sub Para-Educator II	\$15.83 hr	20 - 01	11/13/2020
112. Rivas, Adrian A.	Sub Para-Educator III	\$16.63 hr	22 - 01	11/13/2020
113. Rivas, Adrian A.	Sub Para-Educator IV	\$17.47 hr	24 - 01	11/13/2020
114. Sehat, Camelia	Sub Para-Educator I	\$15.44 hr	19 - 01	09/29/2020
115. Sundararajan, Kalaivani	Sub Inst Asst-Preschool	\$17.04 hr	23 - 01	11/10/2020
116. Wade, Terry Y.	Sub Inst Asst-Preschool	\$17.04 hr	23 - 01	08/26/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position- Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Dates</u>
117. Butler, Adam J.	Lead Testing Asst	\$20.00 hr		10/17/2020- 10/17/2020
118. Cunningham, Evie L.	Testing Asst	\$14.50 hr		10/17/2020- 10/17/2020
119. Flores, Sergio A.	Testing Asst	\$14.50 hr		10/17/2020- 10/17/2020
120. Gellatly, Jillian M.	Testing Asst	\$14.50 hr		10/17/2020- 10/17/2020
121. Graves, Karen J.	Testing Asst	\$13.00 hr		10/17/2020- 10/17/2020
122. Loya, Enrique	Lead Testing Asst	\$20.00 hr		10/17/2020- 10/17/2020
123. McBurney Wheeler, Martina	Testing Asst	\$14.50 hr		10/17/2020- 10/17/2020
124. Miranda, Blanca E.	Lead Testing Asst	\$20.00 hr		10/17/2020- 10/17/2020
125. Olson, Jayson A.	Lead Testing Asst	\$20.00 hr		10/17/2020- 10/17/2020
126. Salazar, Christina G.	Lead Testing Asst	\$20.00 hr		10/17/2020- 10/17/2020
127. Sheaks, John L.	Testing Asst	\$14.50 hr		10/17/2020- 10/17/2020
128. Stein, Martha R.	Lead Testing Asst	\$20.00 hr		10/17/2020- 10/17/2020
129. Volk, Alma M.	Lead Testing Asst	\$20.00 hr		10/17/2020- 10/17/2020

**APPROVE CO-CURRICULAR ASSIGNMENT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
130. Akason, Shevy D.	Basketball, Girls' Varsity (Head)	Dana Hills High School	\$3,963.00	02/22/2021- 05/22/2021
131. Austin, Emilie	Volleyball, Boys' (Head)	Dana Hills High School	\$3,716.00	11/23/2020- 02/13/2021
132. Christensen, Jeanette M.	Safety & Equipment	Tesoro High School	\$7,927.00	08/18/2020- 06/03/2021
133. Darwazeh, Danielle	Dance	Tesoro High School	\$2,477.00	08/18/2020- 06/03/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
134. Forster, Jens	Safety/Equipment	Capistrano Valley High School	\$7,927.00	08/14/2020-06/04/2021
135. Little, Nicolette R.	Pep Squad, HS	Tesoro High School	\$3,468.00	08/18/2020-06/03/2021
136. Longdon, Nathan J.	Drama, HS	Dana Hills High School	\$3,963.00	08/13/2020-06/04/2021
137. Nichols, Allen	Football, JV (Asst)	Tesoro High School	\$2,973.00	12/17/2020-03/12/2021
138. Ohlen, Micah G.	Trainer	San Juan Hills High School	\$3,963.00	08/18/2020-06/04/2021
139. Stuart, Cris	Pep Squad, HS (Advisor)	Capistrano Valley High School	\$3,468.00	08/14/2020-06/04/2021
140. Stuart, Cris	Pep Squad, HS (Asst)	Capistrano Valley High School	\$2,477.00	08/14/2020-06/04/2021
141. Stuart, Cris	Pep Squad, HS (Asst)	Dana Hills High School	\$2,477.00	09/08/2020-06/05/2021

**APPROVE ASB ASSIGNMENT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
142. Abedi, Kian J.	Wrestling, (Asst)	Dana Hills High School	\$1,000.00	08/18/2020-11/15/2020
143. Abedi, Kian J.	Wrestling, JV (Asst)	Dana Hills High School	\$2,500.00	02/15/2021-05/21/2021
144. Adams, Mia J.	Song, JV	Aliso Niguel High School	\$10,000.00	11/01/2020-06/11/2021
145. Awender, Rich	Baseball, (Asst)	San Juan Hills High School	\$1,000.00	08/24/2020-11/09/2020
146. Barry, Marissa R.	Soccer, Girls' (Asst)	San Juan Hills High School	\$800.00	10/21/2020-11/09/2020
147. Bass, Brian T.	Baseball, Varsity (Asst)	Aliso Niguel High School	\$15,000.00	09/01/2020-06/10/2021
148. Britton, John T.	Basketball, Boys' (Asst)	Dana Hills High School	\$2,000.00	02/22/2021-05/22/2021
149. Butler, Timothy J.	Cross Country, Boys' (Asst)	San Clemente High School	\$800.00	11/02/2020-12/04/2020
150. Carey, Jason L.	Football, JV (Asst)	Tesoro High School	\$1,500.00	08/24/2020-12/04/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE ASB ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
151. Carey, Jason L.	Football, Varsity (Asst)	Tesoro High School	\$3,174.00	12/17/2020-03/12/2021
152. Carpenter, Anthony R.	Football, Varsity (Asst)	Aliso Niguel High School	\$3,000.00	08/24/2020-11/30/2020
153. Carter, Jeremy R.	Surfing, (Asst)	San Clemente High School	\$300.00	11/03/2020-11/13/2020
154. Carter, Roger M.	Instrumental	Dana Hills High School	\$7,000.00	01/05/2021-06/05/2021
155. Castro, Johnny A.	Cheer, (Asst)	Tesoro High School	\$10,000.00	10/20/2020-06/01/2021
156. Clark, Erics D.	Football, Varsity (Asst)	Aliso Niguel High School	\$1,000.00	11/09/2020-11/30/2020
157. Copp, James R.	Cross Country, Boys' (Asst)	Dana Hills High School	\$3,000.00	10/01/2020-12/17/2020
158. Corder Jr, Richard G.	Football, (Asst)	San Clemente High School	\$1,000.00	11/02/2020-12/08/2020
159. Corral, Michael F.	Football, Asst	Dana Hills High School	\$700.00	08/19/2020-12/13/2020
160. Crane, Ryan	Cross Country, Boys' (Asst)	Dana Hills High School	\$2,500.00	10/01/2020-12/17/2020
161. Dawson, Cory A.	Soccer, Girls' (Asst)	San Clemente High School	\$500.00	10/29/2020-12/01/2020
162. Diamond, Shane C.	Lacrosse, Boys' Varsity (Asst)	Aliso Niguel High School	\$3,000.00	10/11/2020-12/10/2020
163. Farrell, John H.	Soccer, Varsity (Asst)	Capistrano Valley High School	\$2,973.00	11/01/2020-01/31/2021
164. Gilmore, Brian S.	Football, JV (Asst)	Tesoro High School	\$2,886.00	11/10/2020-12/01/2020
165. Gladych, John T.	Water Polo, Boys' Freshman (Head)	Dana Hills High School	\$2,200.00	08/24/2020-12/13/2020
166. Gladych, John T.	Water Polo, Boys' Varsity (Head)	Dana Hills High School	\$2,400.00	08/24/2020-12/13/2020
167. Gladych, John T.	Water Polo, Boys' JV (Head)	Dana Hills High School	\$2,200.00	08/24/2020-12/13/2020
168. Goettsch, Jeffrey J.	Softball, Varsity (Asst)	Capistrano Valley High School	\$3,468.00	11/01/2020-01/31/2021
169. Hamilton, Mark P.	Football, (Asst)	San Clemente High School	\$1,000.00	11/02/2020-12/08/2020
170. Hamilton, Mark P.	Football, (Asst)	San Clemente High School	\$1,000.00	10/23/2020-06/30/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE ASB ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
171. Hazen, Abby E.	Soccer, Girls' (Asst)	San Juan Hills High School	\$750.00	10/01/2020-12/01/2020
172. Henry, Stephen T.	Softball, (Asst)	San Juan Hills High School	\$500.00	10/09/2020-02/09/2021
173. Himes, Marji J.	Music Director	Aliso Niguel High School	\$1,000.00	02/01/2021-05/15/2021
174. Hoff, Thomas J.	Volleyball, Boys' (Asst)	Dana Hills High School	\$1,500.00	10/13/2020-11/30/2020
175. Jacobs, Andrew P.	Football, JV and Frosh/Soph (Asst)	San Juan Hills High School	\$1,200.00	08/25/2020-11/09/2020
176. Julander, Jenny B.	Drama	Tesoro High School	\$20,000.00	08/18/2020-06/04/2021
177. Kislig, Stephanie	Volleyball, Boys' (Asst)	Dana Hills High School	\$2,405.00	11/30/2020-02/13/2021
178. Kislig, Stephanie	Volleyball, Boys' (Asst)	Dana Hills High School	\$1,500.00	10/13/2020-11/30/2020
179. Lamasa, Joseph	Stagecraft, SOCSA	Dana Hills High School	\$5,000.00	09/01/2020-12/31/2020
180. Lamasa, Joseph	Stagecraft, SOCSA	Dana Hills High School	\$5,000.00	09/01/2020-12/31/2020
181. Lanham-Bennett, Hannah E.	Soccer, Girls' (Asst)	San Juan Hills High School	\$850.00	10/01/2020-12/01/2020
182. Lanham-Bennett, Hannah E.	Soccer, Girls' (Asst)	San Juan Hills High School	\$500.00	09/01/2020-10/02/2020
183. Lappi, Emily P.	Drama	Tesoro High School	\$5,000.00	08/18/2020-06/04/2021
184. Laufou, Imoa S.	Softball, Girls' Varsity (Head)	San Juan Hills High School	\$1,500.00	11/09/2020-02/09/2021
185. Levier, Mitchell W.	Baseball, (Asst)	San Juan Hills High School	\$1,500.00	08/24/2020-11/09/2020
186. Lyle, Jacqueline J.	Water Polo, (Asst)	Tesoro High School	\$780.00	09/01/2020-12/01/2020
187. Magro, Taylor M.	Cheer, (Asst)	San Juan Hills High School	\$750.00	08/18/2020-06/09/2021
188. Manning, Conner S.	Football, Varsity (Asst)	San Juan Hills High School	\$350.00	11/01/2020-12/01/2020
189. Martin, James	Basketball, Boys' (Asst)	Dana Hills High School	\$1,500.00	02/22/2021-05/22/2021
190. McCleary, Kirsten K.	Drama, Productions and Choreography	San Clemente High School	\$5,000.00	08/15/2020-10/31/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE ASB ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
191. McCleary, Kirsten K.	Drama Coach For Musicals, Holiday Follies	San Clemente High School	\$8,500.00	11/01/2020-06/30/2021
192. Miller, Caroline M.	Basketball, Girls' (Asst)	San Clemente High School	\$3,000.00	10/30/2020-12/21/2020
193. Montecinos, Daniel	Football, (Asst)	San Juan Hills High School	\$1,000.00	10/09/2020-12/09/2020
194. Murray, Christopher S.	Soccer, Boys' (Head)	San Juan Hills High School	\$2,500.00	08/18/2020-11/09/2020
195. Navarrete, Daniel	Football, (Asst)	San Clemente High School	\$1,800.00	11/02/2020-12/08/2020
196. Nicholls, Justin L.	Football, (Asst)	San Juan Hills High School	\$1,650.00	10/09/2020-12/09/2020
197. Orcaz, Jasmine K.	Dance	Aliso Niguel High School	\$15,000.00	10/21/2020-06/10/2021
198. Ozuna, Eduardo	Soccer, Boys' (Asst)	San Juan Hills High School	\$1,250.00	08/18/2020-11/09/2020
199. Paulson, Adam M.	Baseball, (Asst)	San Juan Hills High School	\$1,500.00	08/01/2020-11/01/2020
200. Price, Robert T.	Cross Country, (Head)	San Juan Hills High School	\$2,400.00	08/18/2020-12/09/2020
201. Rawlings, Stewart A.	Baseball, (Asst)	San Juan Hills High School	\$1,500.00	08/24/2020-11/09/2020
202. Reyes, Hayley A.	Pep Squad, Song	San Juan Hills High School	\$1,500.00	08/18/2020-06/09/2021
203. Robbins, Robert J.	Football, (Asst)	Dana Hills High School	\$3,000.00	12/14/2020-03/12/2021
204. Romero, James G.	Baseball, (Asst)	San Juan Hills High School	\$1,000.00	08/24/2020-11/09/2020
205. Ryan, Alayna L.	Color Guard	Dana Hills High School	\$10,000.00	09/01/2020-06/05/2021
206. Skelly, Michael R.	Softball, (Asst)	Dana Hills High School	\$1,500.00	08/18/2020-12/14/2020
207. Spiers, Mitchel W.	Baseball, Varsity (Asst)	San Juan Hills High School	\$1,000.00	11/01/2020-12/09/2020
208. Stachowski, Michael V.	Water Polo, Boys' JV (Asst)	Aliso Niguel High School	\$1,000.00	10/11/2020-12/10/2020
209. Stanco, Ambrosia	Coach, Cheer	San Clemente High School	\$1,000.00	11/01/2020-04/30/2021
210. Stratton, Andrew D.	Football, Varsity (Asst)	Capistrano Valley High School	\$3,963.00	08/18/2020-10/31/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE ASB ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
211. Stuart, Cris	Drama	Tesoro High School	\$2,000.00	08/18/2020-06/04/2021
212. Styskal, Shane	Lacrosse, Boys' Varsity (Asst)	Aliso Niguel High School	\$3,000.00	10/11/2020-12/10/2020
213. Styskal, Shane	Lacrosse, Boys' JV (Asst)	Aliso Niguel High School	\$2,000.00	10/11/2020-12/10/2020
214. Sykes Jr, Robert E.	Football, (Asst)	San Clemente High School	\$1,000.00	11/02/2020-12/08/2020
215. Tuason, Anthony D.	Dance, Choreographer	Aliso Niguel High School	\$6,000.00	08/11/2020-01/10/2021
216. Velazquez, Samuel	Soccer, Boys' (Asst)	San Juan Hills High School	\$1,000.00	08/18/2020-11/09/2020
217. Williams, Nathan C.	Football, (Asst)	San Clemente High School	\$1,800.00	11/02/2020-12/08/2020
218. Wong, Dick Y.	Basketball, Boys' Frosh/Soph (Head)	Dana Hills High School	\$2,400.00	02/28/2021-05/22/2021

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
219. Cohen, Tanya H.	Para-Educator I (9.5mo/17.5hwp)	Para-Educator III (9.5mo/17.5hwp)	22 - 02	10/20/2020
220. Del Toro, Michele A.	Elem School Clerk (10.5mo/40hwp)	Elem Sch Office Mgr (10.5mo/40hwp)	33 - 03	10/09/2020
221. Dinsmoor, Joy	IBI Asst/Tutor (9.5mo/40hwp)	Elem School Clerk (10.5mo/40hwp)	26 - 20	11/30/2020
222. Enciso, Jorge A.	Food Service Worker (9.5mo/30hwp)	Storekeeper/Delivery Driver (Temp/40hwp)	28 - 02	10/26/2020-01/22/2021
223. Florentino, Natalie M.	Food Service Worker (9.5mo/15hwp)	Food Service Elem Cashier (9.5mo/20hwp)	16 - 02	11/03/2020
224. Jambusaria, Sangeeta S.	Para-Educator II (9.5mo/17.5hwp)	Para-Educator III (9.5mo/30hwp)	22 - 06	10/16/2020
225. Larson, Helen	Elem School Clerk (10.5mo/40hwp)	Elem Sch Office Mgr (10.5mo/40hwp)	33 - 10	10/13/2020
226. Paez Escobedo, Veronica	Elem Student Supervisor (9.5mo/17.5hwp)	MS Campus Supervisor (9.5mo/17.5hwp)	23 - 01	11/05/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE PROMOTION (Cont.)**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
227. Ramirez Cruz, Alejandro	Custodian I (12mo/40hpw)	Custodian II (12mo/40hpw)	28 - 03	11/02/2020
228. Salgado Bolas, Alicia	Elem Student Supervisor (9.5mo/15hpw)	Para-Educator II (9.5mo/17.5hpw)	20 - 01	11/16/2020
229. Sanchez Barrios, Jose R.	Custodian I (12mo/40hpw)	Custodian II (Temp/40hpw)	28 - 04	10/05/2020- 01/02/2021
230. Schaefer, Karen E.	Para-Educator II (9.5mo/17.5hpw)	Academic Advisor (10.75mo/20hpw)	35 - 01	11/12/2020

**APPROVE REASSIGNMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
231. Gonzalez-Estrada, Miriam S.	Custodian I (12mo/40hpw)	Intermediate Office Asst (12mo/40hpw)	25 - 04	12/31/2020
232. Navab, Safoura	MS Campus Supervisor (9.5mo/30hpw)	Para-Educator I (9.5mo/30hpw)	19 - 01	11/12/2020
233. Roberts, Yvonne	HS Campus Supervisor (10.5mo/40hpw)	HS Library Media Clerk (10.5mo/40hpw)	22 - 02	11/09/2020
234. Volk, Alma M.	Blngl Elem School Clerk (10.5mo/40hpw)	Attendance Clerk (10.5mo/40hpw)	26 - 10	12/31/2020

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
235. Banks, Lisa C.	MS Campus Supervisor (9.5mo/15hpw)	MS Campus Supervisor (9.5mo/17.5hpw)	23 - 02	10/26/2020
236. Connors, Felicia M.	Para-Educator IV (9.5mo/30hpw)	Para-Educator IV (9.5mo/32.5hpw)	24 - 06	07/01/2020
237. Converse, Anne-Marie E.	Para-Educator I (9.5mo/30hpw)	Para-Educator I (9.5mo/17.5hpw)	19 - 02	11/09/2020
238. Jarvis, Carrie	Para-Educator II (9.5mo/17.5hpw)	Para-Educator II (9.5mo/30hpw)	20 - 04	10/12/2020



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
239. Salgado Bolas, Alicia	Elem Student Supervisor (9.5mo/10hpw)	Elem Student Supervisor (9.5mo/15hpw)	12 - 02	10/01/2020
240. Sanchez, Gloria	LVN (9.5mo/30hpw)	LVN (9.5mo/37.5hpw)	30 - 05	11/03/2020
241. Sharp, Pauline R.	Food Service Elem Cashier (9.5mo/10hpw)	Food Service Elem Cashier (9.5mo/15hpw)	16 - 03	11/30/2020
242. Stout, Carmen	Blngl Community Srvc Liaison (9.5mo/17.5hpw)	Blngl Community Srvc Liaison (9.5mo/30hpw)	23 - 04	11/17/2020
243. Vincente, Nora	LVN (9.5mo/30hpw)	LVN (9.5mo/25hpw)	30 - 03	11/03/2020
244. Wyman, Karen J.	Lead Food Service Professional (9.5mo/25hpw)	Lead Food Service Professional (9.5mo/35hpw)	31 - 10	11/18/2020
245. Young, Sharon	Para-Educator II (9.5mo/17.5hpw)	Para-Educator II (9.5mo/32.5hpw)	20 - 06	11/09/2020

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS**  
**PAY AT REGULAR RATE OF PAY**

Extended Learning for Digital Toolkit Training  
TAA NTE 1 hour each for 108 employees  
10/21/2020-10/22/2020

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
246. Abreu, Evelyn E.	Blngl Community Srvc Liaison TAA NTE 4 hrs (Provide bilingual support during parent conference week)	23 - 15	11/02/2020- 11/06/2020
247. Adams, Stephanie L.	Para-Educator IV TAA NTE 2 hrs (Attend staff meeting)	24 - 06	08/23/2020
248. Anderson, Dianne C.	Para-Educator III TAA NTE 10 hrs (Call families regarding program options)	22 - 04	07/21/2020- 07/30/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
249. Arnold, Katie M.	Para-Educator III TAA NTE 16.25 hpw (Provide additional support to SEALS class)	22 - 01	09/25/2020- 12/18/2020
250. Avina-Viola, Silvia	MS Campus Supervisor TAA NTE 15 hrs (Provide additional security)	23 - 03	10/12/2020- 06/03/2021
251. Bacon, Lisa A.	Para-Educator IV TAA NTE 1 hr (Attend extended learning Digital Toolkit training)	24 - 06	10/21/2020- 10/22/2020
252. Barajas Barrera, Ingrid B.	Para-Educator I TAA NTE 2 hrs (Support and train extended learning staff)	19 - 01	10/20/2020- 11/30/2020
253. Barr, Jessica E.	Para-Educator I TAA NTE 2 hrs (Train and support extended learning staff)	19 - 01	10/20/2020- 11/20/2020
254. Bassett, Jeanna K.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 20	10/19/2020- 10/30/2020
255. Belan, Vladimir	Para-Educator IV TAA NTE 7 hrs (Ride bus to and from school with Sp Ed student)	24 - 10	11/02/2020- 02/02/2021
256. Boessler, Claudia G.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 06	10/26/2020
257. Bonet, Marisol	Bngl Community Srves Liaison TAA NTE 16 hrs (Provide bilingual support during parent conference week)	23 - 06	11/02/2020- 11/06/2020
258. Bonfadini, Heather	School Clerk II TAA NTE 4 hrs (Prep classroom for STEPS mask less cohort)	25 - 03	10/03/2020- 10/17/2020
259. Boshman, Maria L.	Elem Student Supervisor TAA NTE 3.25 hrs (Assist with preparing for in person learning)	12 - 02	08/19/2020- 08/20/2020
260. Boshman, Maria L.	Elem Student Supervisor TAA NTE 30 hrs (Assist students during transitions)	12 - 01	09/11/2020- 06/03/2021
261. Boshman, Maria L.	Elem Student Supervisor TAA NTE 10 hrs (Assist student while transitioning between classes)	12 - 01	08/18/2020- 06/03/2021
262. Bott, Christine R.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 10	10/19/2020- 10/30/2020
263. Bougrab, Maria P.	Bngl Community Srves Liaison TAA NTE 16 hrs (Provide bilingual support during parent conference week)	23 - 20	11/02/2020- 11/06/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
264. Camacho, Viviana M.	Para-Educator I TAA NTE 2 hrs (Assist with reopening)	19 - 03	10/12/2020- 10/31/2020
265. Camacho, Viviana M.	Para-Educator I TAA NTE 4 hrs (Attend training for extended learning)	19 - 03	10/12/2020- 10/30/2020
266. Canfield, Marina A.	Para-Educator I TAA NTE 5 hrs (Attend trainings with principal)	19 - 01	10/02/2020- 10/11/2020
267. Canfield, Marina A.	Para-Educator I TAA NTE 4 hrs (Attend extended learning training)	19 - 01	10/12/2020- 11/30/2020
268. Catalano, Tina L.	Para-Educator I TAA NTE 2 hrs (Support and train extended learning staff)	19 - 01	10/20/2020- 11/30/2020
269. Chang, Constance I.	Blngl Inst Asst-Preschool TAA NTE 30 hrs (Assist with parent conferences)	24 - 15	11/01/2020- 06/30/2021
270. Church, Paige H.	Para-Educator I TAA NTE 2 hrs (Support and train extended learning staff)	19 - 01	10/20/2020- 11/30/2020
271. Cisternas, Claudia	Blngl Community Srvc Liaison TAA NTE 4 hrs (Provide bilingual support during parent conference week)	23 - 15	11/02/2020- 11/16/2020
272. Cooley, Sarah M.	Para-Educator I TAA NTE 4 hrs (Attend extended learning training)	19 - 01	10/12/2020- 11/30/2020
273. Cooley, Sarah M.	Para-Educator I TAA NTE 5 hrs (Attend trainings with principal)	19 - 01	10/02/2020- 10/11/2020
274. Cooper, Yesenia D.	Para-Educator I TAA NTE 8 hrs (Assist with parent conferences)	19 - 01	11/02/2020
275. Covey, Hali N.	Para-Educator I TAA NTE 1 hr (Attend extended learning Digital Toolkit training)	19 - 01	10/21/2020- 10/22/2020
276. Craig, Samantha J.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 01	10/19/2020- 10/30/2020
277. Diaz, Margarita	Blngl Inst Asst-Preschool TAA NTE 30 hrs (Assist with parent conferences)	22 - 20	11/01/2020- 06/30/2021
278. Diaz, Marianne K.	Para-Educator I TAA NTE 4 hrs (Attend extended learning training)	19 - 03	10/12/2020- 11/30/2020
279. Diaz, Marianne K.	Para-Educator I TAA NTE 5 hrs (Attend training with principal)	19 - 03	10/02/2020- 10/11/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
280. Dishno, Karen L.	MS Campus Supervisor TAA NTE 8 hrs (Provide additional security)	23 - 15	10/12/2020- 06/03/2021
281. Dodson, Penny S.	Para-Educator I TAA NTE 2 hrs (Assist with reopening)	19 - 10	10/12/2020- 10/31/2020
282. Edwards, Paige A.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 01	10/19/2020- 10/30/2020
283. Enriquez- Maldonado, Stephanie	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 03	10/20/2020- 10/27/2020
284. Escarcega, Michael A.	HS Campus Supervisor TAA NTE 2.5 hrs (Safety of students on campus)	25 - 03	10/13/2020- 11/05/2020
285. Espaldon, Michelle	Para-Educator III TAA NTE 10 hrs (Call families regarding program options)	22 - 06	07/21/2020- 07/30/2020
286. Fan, Jun	Blngl Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	20 - 02	10/06/2020- 10/07/2020
287. Farrow, Chrystal L.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 01	10/19/2020- 10/30/2020
288. Ferrier, Brittany A.	Para-Educator I TAA NTE 2 hrs (Train and support extended learning staff)	19 - 01	10/20/2020- 11/20/2020
289. Fitzhugh, Marlene D.	Blngl Community Svcs Liaison TAA NTE 6 hrs (Provide bilingual support during parent conference week)	23 - 15	11/02/2020- 11/06/2020
290. Foulds, Lori	Para-Educator I TAA NTE 4 hrs (Additional support for extended learning)	19 - 01	10/29/2020- 11/30/2020
291. Frabotta, Todd M.	Para-Educator IV TAA NTE 3 hrs (Attend health & safety trainings)	24 - 02	08/17/2020- 08/18/2020
292. Garau, Kathleen A.	Para-Educator III TAA NTE 16.25 hpw (Provide additional support to SEALS class)	22 - 10	09/25/2020- 12/18/2020
293. Gastelum, Sabella A.	MS Campus Supervisor TAA NTE 10 hrs (Provide additional security)	23 - 01	10/17/2020- 06/03/2021
294. Gellatly, Erica D.	Para-Educator I TAA NTE 2 hrs (Train and support extended learning staff)	19 - 01	10/20/2020- 11/20/2020
295. Gibson, Laura B.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 10	10/19/2020- 10/30/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
296. Gingarelli De Tela, Georgina V.	Elem Student Supervisor TAA NTE 6 hrs (Assist with reopening of school)	12 - 03	07/20/2020- 08/17/2020
297. Gingras, Michele L.	Elem Student Supervisor TAA NTE 6 hrs (Assist with reopening of school)	12 - 04	07/20/2020- 08/17/2020
298. Glynn, Kay L.	Para-Educator I TAA NTE 2 hrs (Train and support extended learning staff)	19 - 01	10/20/2020- 11/20/2020
299. Gold, Cynthia M.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 01	10/20/2020- 10/27/2020
300. Gonzalez, Genevieve	Para-Educator IV TAA NTE 3 hrs (Attend health & safety trainings)	24 - 10	08/17/2020- 08/18/2020
301. Gray, Montse M.	Elem Sch Office Mgr TAA NTE 24 hrs (Assist with reopening of school)	33 - 03	07/20/2020- 07/22/2020
302. Griffith, Adam S.	Para-Educator I TAA NTE 4 hrs (Additional support for extended learning)	19 - 01	10/29/2020- 11/30/2020
303. Guerra-Feldhaus, Patricia	Bngl Community Svcs Liaison TAA NTE 24 hrs (Provide bilingual support during parent conference week)	23 - 03	11/02/2020- 11/06/2020
304. Gurrola, Aida C.	Bngl Inst Asst-Preschool TAA NTE 30 hrs (Assist with parent conferences)	24 - 15	11/01/2020- 06/30/2021
305. Gutierrez, Susie	Elem Student Supervisor TAA NTE 3.25 hrs (Assist with preparing for in person learning)	12 - 04	08/19/2020- 08/20/2020
306. Hagopian, Gioia M.	Para-Educator I TAA NTE 2 hrs (Train and support extended learning staff)	19 - 01	10/20/2020- 11/20/2020
307. Healy, Theresa M.	Para-Educator I TAA NTE 2 hrs (Support and train extended learning staff)	19 - 03	10/20/2020- 11/30/2020
308. Hekmat, Hooman	Para-Educator I TAA NTE 4 hrs (Additional support for extended learning)	19 - 01	10/29/2020- 11/30/2020
309. Herrera, Stephanie E.	Para-Educator I TAA NTE 2 hrs (Training for extended learning)	19 - 02	10/13/2020- 10/30/2020
310. Herritt, Kathy M.	Bngl Community Svcs Liaison TAA NTE 24 hrs (Provide bilingual support during parent conference week)	23 - 03	11/02/2020- 11/16/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
311. Hiller, Claire M.	Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	19 - 01	10/06/2020- 10/07/2020
312. Hitchcock, Andrea N.	MS Campus Supervisor TAA NTE 10 hrs (Provide additional security)	23 - 06	10/12/2020- 06/03/2021
313. Howard, Stephanie C.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 01	10/20/2020- 10/27/2020
314. Huntley, Gina H.	Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	19 - 10	10/06/2020- 10/07/2020
315. Hurlbut, Michaela A.	Para-Educator I TAA NTE 2 hrs (Train and support extended learning staff)	19 - 01	10/20/2020- 11/20/2020
316. Jensen, Daniel	Elem Student Supervisor TAA NTE 3.25 hrs (Assist with preparing for in person learning)	12 - 01	08/19/2020- 08/20/2020
317. Jimenez, Leticia	Blngl Community Svcs Liaison TAA NTE 16 hrs (Provide bilingual support during parent conference week)	23 - 20	11/02/2020- 11/06/2020
318. Johnson, Hannah K.	Para-Educator IV TAA NTE 10 hpw (Ride bus with Special Ed student)	24 - 10	10/14/2020- 01/15/2021
319. Johnson, Mary	Para-Educator I TAA NTE 2 hrs (Assist with reopening)	16 - 15	10/12/2020- 10/31/2020
320. Johnson, Robert L.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 01	10/20/2020- 10/27/2020
321. Jones, Denise	Job Technician I TAA NTE 20 hrs (Assist with building canvas classrooms)	26 - 10	08/17/2020- 09/17/2020
322. Kaur, Harpreet	Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	19 - 10	10/06/2020- 10/07/2020
323. Kemp, Lorraine L.	Para-Educator I TAA NTE 6 hrs (Training for extended learning)	19 - 01	10/13/2020- 10/30/2020
324. Keyvan, Joanna S.	Blngl Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	20 - 04	10/06/2020- 10/07/2020
325. King, Courtney E.	Para-Educator IV TAA NTE 3 hrs (Attend health & safety trainings)	24 - 03	08/17/2020- 08/18/2020
326. Kruse, Jennifer	Para-Educator I TAA NTE 6 hrs (Training for extended learning)	19 - 01	10/13/2020- 10/30/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
327. Lange, Elena C.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 02	10/19/2020- 10/30/2020
328. Lapham, Jennifer L.	Para-Educator I TAA NTE 2 hrs (Train and support extended learning staff)	19 - 01	10/20/2020- 11/20/2020
329. Le, Grace	Braille Transcriber TAA NTE 10 hpw (Assist with transcribing for VI students)	24 - 15	08/26/2020- 12/31/2020
330. Lenzinger, Emily M.	Para-Educator I TAA NTE 4 hrs (Additional support for extended learning)	19 - 01	10/29/2020- 11/30/2020
331. Lloyd, Jessie N.	Para-Educator I TAA NTE 2 hrs (Support and train extended learning staff)	19 - 01	10/20/2020- 11/30/2020
332. Lloyd, Jessie N.	Para-Educator I TAA NTE 1 hr (Attend extended learning Digital Toolkit training)	19 - 01	10/21/2020- 10/22/2020
333. Lopez, Alejandra M.	Para-Educator I TAA NTE 2 hrs (Support and train extended learning staff)	19 - 10	10/20/2020- 11/30/2020
334. Loy, Daphne	Blngl Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	20 - 06	10/06/2020- 10/07/2020
335. Lugo, Diana	Blngl Para-Educator II TAA NTE 2 hrs (Attend trainings)	21 - 10	10/20/2020- 10/27/2020
336. Luna, Evette	Blngl Inst Asst-Preschool TAA NTE 30 hrs (Assist with parent conferences)	24 - 15	11/01/2020- 06/30/2021
337. Luu, Lan N.	Blngl Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	20 - 05	10/06/2020- 10/07/2020
338. Luviano, Ivan	Para-Educator I TAA NTE 5 hrs (Attend trainings with principal)	19 - 01	10/02/2020- 10/11/2020
339. Luviano, Ivan	Para-Educator I TAA NTE 4 hrs (Attend extended learning training)	19 - 01	10/12/2020- 11/30/2020
340. Macrae, Rebecca R.	Para-Educator IV TAA NTE 1 hr (Attend extended learning Digital Toolkit training)	24 - 02	10/21/2020- 10/22/2020
341. Magana, Karina	Para-Educator I TAA NTE 2 hrs (Assist with reopening)	19 - 01	10/12/2020- 10/31/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
342. Magana, Karina	Para-Educator I TAA NTE 4 hrs (Train for extended learning)	19 - 01	10/12/2020- 10/30/2020
343. Mar-Podolski, Araceli	Blnl Community Srvc Liaison TAA NTE 10 hrs (Call families regarding program options)	23 - 10	07/21/2020- 07/30/2020
344. Mar-Podolski, Araceli	Blnl Community Srvc Liaison TAA NTE 24 hrs (Provide bilingual support during parent conference week)	23 - 10	11/02/2020- 11/06/2020
345. Mejia, Rebeca S.	Blnl Community Srvc Liaison TAA NTE 16 hrs (Provide bilingual support during parent conference week)	23 - 20	11/02/2020- 11/06/2020
346. Miller, Amber J.	Para-Educator IV TAA NTE 7.5 hpw (Ride bus with Special Ed student)	24 - 03	09/28/2020- 12/28/2020
347. Miranda, Christine R.	Para-Educator II TAA NTE 30 hrs (Assist with intervention program)	20 - 10	11/03/2020- 06/03/2021
348. Mitchell, Jessica L.	Para-Educator III TAA NTE 2 hrs (Attend trainings)	22 - 06	10/20/2020- 10/27/2020
349. Morgan, Debra A.	Para-Educator II TAA NTE 10 hpw (Provide support to Special Ed student during assessment period)	20 - 04	10/12/2020- 11/30/2020
350. Murillo, Karen	Para-Educator I TAA NTE 2 hrs (Assist with reopening)	19 - 02	10/12/2020- 10/31/2020
351. Murray, Stephanie	Para-Educator I TAA NTE 2 hrs (Train and support extended learning staff)	19 - 01	10/20/2020- 11/20/2020
352. Neyra-Reyes, Nancy M.	Blnl Community Srvc Liaison TAA NTE 16 hrs (Provide bilingual support during parent conference week)	23 - 10	11/02/2020- 11/06/2020
353. Orange, Angela I.	Elem Library Media Technician TAA NTE 2 hrs (Attend trainings)	24 - 04	10/19/2020- 10/30/2020
354. Orellana, Marina D.	Para-Educator I TAA NTE 2 hrs (Support and train extended learning staff)	19 - 01	10/20/2020- 11/30/2020
355. Ortega, Carmen	Blnl Community Srvc Liaison TAA NTE 16 hrs (Provide bilingual support during parent conference week)	23 - 10	11/02/2020- 11/06/2020
356. Ortega-Sanchez, Claudia	Blnl Community Srvc Liaison TAA NTE 16 hrs (Provide bilingual support during parent conference week)	23 - 04	11/02/2020- 11/06/2020



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
357. Oseguera, Yadira	Blngl Para-Educator II TAA NTE 2 hrs (Attend trainings)	21 - 05	10/20/2020- 10/27/2020
358. Owen, Carlene S.	Para-Educator I TAA NTE 4 hrs (Additional support for extended learning)	19 - 01	10/19/2020- 11/30/2020
359. Pamireddy, Saritha	Para-Educator I TAA NTE 2 hrs (Train for extended learning)	19 - 06	10/13/2020- 10/30/2020
360. Parnell, Terri	Para-Educator IV TAA NTE 10 hrs (Call families regarding program options)	24 - 03	07/21/2020- 07/30/2020
361. Pascual Gonzalez, Jesus	Para-Educator I TAA NTE 1 hr (Attend extended learning Digital Toolkit training)	19 - 01	10/21/2020- 10/22/2020
362. Pascual Gonzalez, Jesus	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 01	10/20/2020- 10/27/2020
363. Peever, Christina D.	Para-Educator I TAA NTE 5 hrs (Attend trainings with principal)	19 - 01	10/02/2020- 10/11/2020
364. Peever, Christina D.	Para-Educator I TAA NTE 4 hrs (Attend extended learning training)	19 - 01	10/12/2020- 11/30/2020
365. Perez, Maribel	Para-Educator I TAA NTE 1 hr (Attend extended learning Digital Toolkit training)	19 - 01	10/21/2020- 10/22/2020
366. Price, Colleen R.	Para-Educator I TAA NTE 4 hrs (Attend trainings for extended learning)	19 - 02	10/12/2020- 11/30/2020
367. Price, Colleen R.	Para-Educator I TAA NTE 5 hrs (Attend trainings with principal)	19 - 02	10/02/2020- 10/11/2020
368. Price, Deborah L.	Para-Educator I TAA NTE 2 hrs (Train and support extended learning staff)	19 - 01	10/20/2020- 11/20/2020
369. Qadeer, Shagufta S.	Para-Educator I TAA NTE 2 hrs (Train for extended learning)	19 - 20	10/13/2020- 10/30/2020
370. Ramirez Velazquez, Emily	Para-Educator III TAA NTE 2 hrs (Attend trainings)	22 - 02	10/20/2020- 10/27/2020
371. Renani, Mehrangiz Z.	Blngl Community Srvcs Liaison TAA NTE 16 hrs (Provide bilingual support during parent conference week)	23 - 05	11/02/2020- 11/06/2020
372. Reuter, Monica	Elem School Clerk TAA NTE 10 hrs (Call families regarding program options)	26 - 01	07/01/2020- 07/30/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
373. Rivera, Hector L.	School Bus Driver TAA NTE 8 hrs (Drive Reilly county students)	28 - 20	11/02/2020
374. Rodriguez, Alexis E.	Para-Educator I TAA NTE 2 hrs (Assist with reopening)	19 - 01	10/12/2020- 10/31/2020
375. Rodriguez, Karla M.	Blngl Community Svcs Liaison TAA NTE 16 hrs (Provide bilingual support during parent conference week)	23 - 03	10/02/2020- 11/06/2020
376. Romero, Cassandra P.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 03	10/20/2020- 10/27/2020
377. Romero, Ivette	Blngl Inst Asst-Preschool TAA NTE 30 hrs (Assist with parent conferences)	24 - 15	11/01/2020- 06/30/2021
378. Ross, Susan H.	Elem School Clerk TAA NTE 24 hrs (Assist with reopening of school)	26 - 06	07/20/2020- 07/22/2020
379. Roth, Sheila M.	Para-Educator III TAA NTE 16.25 hpw (Provided additional support in SEALS class)	22 - 02	09/25/2020- 12/18/2020
380. Salinas, Jeannine E.	Para-Educator I TAA NTE 2 hrs (Train and support extended learning staff)	19 - 01	10/20/2020- 11/06/2020
381. Sanchez, Paola N.	Para-Educator I TAA NTE 4 hrs (Train new extended learning staff)	19 - 01	10/20/2020- 11/30/2020
382. Sander, Maria F.	Para-Educator I TAA NTE 4 hrs (Provide training to extended learning staff)	19 - 01	10/20/2020- 11/30/2020
383. Sanvictores, Eileen B.	Para-Educator I TAA NTE 2 hrs (Train for extended learning)	19 - 10	10/13/2020- 10/30/2020
384. Sarasua, Ariana L.	HS Campus Supervisor TAA NTE 2.5 hrs (Safety of students on campus)	25 - 02	10/13/2020- 11/05/2020
385. Sawyer, Jazmin C.	School Bus Driver TAA NTE 8 hrs (Drive Reilly county students)	28 - 20	11/02/2020
386. Schreiner, Natalie L.	Para-Educator III TAA NTE 2 hrs (Attend trainings)	22 - 02	10/20/2020- 10/27/2020
387. Schuttera, Sara E.	Para-Educator I TAA NTE 2 hrs (Support and train extended learning staff)	19 - 01	10/20/2020- 11/30/2020
388. Senate, Milisa	MS Campus Supervisor TAA NTE 12 hrs (Provide additional security)	23 - 06	10/12/2020- 06/30/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
389. Smith, Joanna	Para-Educator III TAA NTE 2 hrs (Attend extended learning training)	22 - 04	10/06/2020- 10/07/2020
390. Sosa, Iylin G.	Blnl Community Srves Liaison TAA NTE 12 hrs (Provide bilingual support during parent conference week)	23 - 03	11/02/2020- 11/06/2020
391. Strampello, Renee	Para-Educator IV TAA NTE 2 hrs (Support and train extended learning staff)	24 - 05	10/20/2020- 11/30/2020
392. Summers, Denice J.	MS Office Mgr TAA NTE 4 hrs (Prep classroom for STEPS mask less cohort)	33 - 04	10/03/2020
393. Sutphin, Alyssa B.	Para-Educator IV TAA NTE 2 hrs (Support and train extended learning staff)	24 - 01	10/20/2020- 11/30/2020
394. Tavernetti, Carmen G.	Blnl Community Srves Liaison TAA NTE 16 hrs (Provide bilingual support during parent conference week)	23 - 10	11/02/2020- 11/06/2020
395. Thomas, Jaclyn	Para-Educator II TAA NTE 30 hrs (Assist with intervention program)	20 - 04	11/03/2020- 06/30/2021
396. Tierney, Elizabeth A.	Para-Educator I TAA NTE 2 hrs (Support and train extended learning staff)	19 - 03	10/20/2020- 11/30/2020
397. Vazquez, Obdulia O.	Blnl Community Srves Liaison TAA NTE 24 hrs (Provide bilingual support during parent conference week)	23 - 15	11/02/2020- 11/06/2020
398. Velasco, Missy	Blnl Inst Asst-Preschool TAA NTE 30 hrs (Assist with parent conferences)	24 - 10	11/01/2020- 06/30/2021
399. Vendrell, Jessica V.	Para-Educator I TAA NTE 2 hrs (Attend trainings)	19 - 03	10/20/2020- 10/27/2020
400. Vermillion, Diana	MS Campus Supervisor TAA NTE 12 hrs (Provide additional supervision)	23 - 20	10/12/2020- 06/03/2021
401. Vitti-Koutsoyanopulos, Giuliana	MS Campus Supervisor TAA NTE 4 hrs (Prep classroom for STEPS mask less cohort)	23 - 05	10/03/2020
402. Walberg, Josephine M.	Para-Educator IV TAA NTE 1 hr (Attend extended learning Digital Toolkit training)	24 - 03	10/21/2020- 10/22/2020
403. White, Hana L.	Blnl Para-Educator I TAA NTE 2 hrs (Attend trainings)	20 - 01	10/20/2020- 10/27/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
404. Winterbottom, Kelsey J.	Elem Student Supervisor TAA NTE 3.25 hrs (Assist with preparing for in person learning)	12 - 04	08/19/2020- 08/20/2020
405. Zhao, Xiaohong	Blngl Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	20 - 05	10/06/2020- 10/07/2020
406. Zornoza, Myrna L.	Blngl Community Srves Liaison TAA NTE 8 hrs (Provide bilingual support during parent conference week)	23 - 06	11/02/2020- 11/06/2020

**APPROVE SUBSTITUTE ASSIGNMENTS AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Dates</u>
407. Barcelo, Lorena	School Clerk I (9.5mo/17.5hwp)	Sub Elem School Office Mgr	33 - 01	10/20/2020- 06/08/2021
408. Barcelo, Lorena	School Clerk I (9.5mo/17.5hwp)	Sub Elem School Clerk	26 - 04	10/20/2020- 06/08/2021
409. Bertucci, Sasha S.	Para-Educator II (9.5mo/17.5hwp)	Sub Para-Educator I	19 - 01	09/01/2020- 06/03/2021
410. Castaneda, Kimberly A.	Elem Student Supervisor (9.5mo/15hwp)	Sub School Clerk I	23 - 01	10/14/2020- 06/09/2021
411. Cooke, Roberta J.	Para-Educator III (9.5mo/17.5hwp)	Sub Elem Student Supervisor	12 - 04	08/18/2020- 06/03/2021
412. Harris, Renee E.	MS Campus Supervisor (9.5mo/17.5hwp)	Sub Para-Educator I	19 - 02	11/01/2020- 06/04/2021
413. Harris, Renee E.	MS Campus Supervisor (9.5mo/17.5hwp)	Sub Para-Educator II	20 - 02	11/01/2020- 06/04/2021
414. Harris, Renee E.	MS Campus Supervisor (9.5mo/17.5hwp)	Sub Para-Educator III	22 - 02	11/01/2020- 06/04/2021
415. Harris, Renee E.	MS Campus Supervisor (9.5mo/17.5hwp)	Sub Para-Educator IV	24 - 03	11/01/2020- 06/04/2021
416. Jackes, Annette	MS Campus Supervisor (9.5mo/17.5hwp)	Sub Elem Student Supervisor	12 - 01	09/29/2020- 10/02/2020
417. Kirkpatrick, Mary	MS Campus Supervisor (9.5mo/17.5hwp)	Sub Para-Educator II	20 - 01	08/18/2020- 06/03/2021
418. Kirkpatrick, Mary	MS Campus Supervisor (9.5mo/17.5hwp)	Sub Para-Educator III	22 - 01	08/18/2020- 06/03/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE SUBSTITUTE ASSIGNMENTS AS NEEDED (Cont.)**  
**FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Dates</u>
419. Kirkpatrick, Mary	MS Campus Supervisor (9.5mo/17.5hwp)	Sub Para-Educator IV	24 - 02	08/18/2020- 06/03/2021
420. McMains, Kristine M.	Para-Educator II (9.5mo/17.5hwp)	Sub Para-Educator III	22 - 06	08/18/2020- 06/03/2021
421. Meilak, Brenda K.	Para-Educator II (9.5mo/17.5hwp)	Sub Para-Educator III	22 - 03	10/01/2020- 06/04/2021
422. Navarro, Kelli M.	Para-Educator II (9.5mo/17.5hwp)	Sub Para-Educator I	19 - 02	09/01/2020- 06/03/2021
423. Paez Escobedo, Veronica	Elem Student Supervisor (9.5mo/17.5hwp)	Sub Elem Student Supervisor	12 - 06	11/02/2020- 06/01/2021
424. Reslan, Khadijeh H.	MS Campus Supervisor (9.5mo/17.5hwp)	Sub Para-Educator II	20 - 03	08/18/2020- 06/30/2021
425. Reslan, Khadijeh H.	MS Campus Supervisor (9.5mo/17.5hwp)	Sub Para-Educator III	22 - 03	08/18/2020- 06/03/2021
426. Reslan, Khadijeh H.	MS Campus Supervisor (9.5mo/17.5hwp)	Sub Para-Educator IV	24 - 04	08/18/2020- 06/03/2021
427. Robertson, Frida	MS Campus Supervisor (9.5mo/17.5hwp)	Sub Elem Student Supervisor	12 - 15	09/30/2020- 10/05/2020
428. Rodriguez, Karla M.	Blngl Community Srves Liaison (9.5mo/30hwp)	Sub School Clerk II	25 - 03	11/02/2020- 06/30/2021
429. Rodriguez, Karla M.	Blngl Community Srves Liaison (9.5mo/30hwp)	Sub School Secretary II	29 - 01	11/02/2020- 06/30/2021
430. Schreiner, Natalie L.	Para-Educator III (9.5mo/17.5hwp)	Sub Elem Student Supervisor	12 - 02	10/19/2020- 06/10/2021
431. Vigil, Laura C.	Para-Educator I (9.5mo/30hwp)	Sub Elem School Clerk	26 - 03	10/02/2020- 06/08/2021
432. Vigil, Laura C.	Para-Educator I (9.5mo/30hwp)	Sub Elem School Office Mgr	33 - 01	10/01/2020- 06/08/2021
433. Wanderling, Melissa R.	Para-Educator II (9.5mo/17.5hwp)	Sub Para-Educator III	22 - 02	08/18/2020- 06/03/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Classified Employees

**APPROVE LEAVE OF ABSENCE**

<u>Employee Unique Identifying Number</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Dates</u>
434. 243503	Speech & Lang Pathology Asst	Personal	11/06/2020- 06/03/2021
435. 246290	Para-Educator II	Personal	11/06/2020- 12/04/2020
436. 255957	Para-Educator III	Personal	11/02/2020- 11/27/2020
437. 260078	Elem Library Media Technician	Personal	10/19/2020- 12/18/2020
438. 261009	Para-Educator III	Personal	10/23/2020- 06/03/2021
439. 295483	Para-Educator IV	Personal	11/03/2020- 12/31/2020
440. 297632	Elem Student Supervisor	Personal	11/11/2020- 06/07/2021
441. 298958	LVN	Personal	10/19/2020- 11/13/2020
442. 329396	Para-Educator II	Personal	11/09/2020- 02/22/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: December 16, 2020

Board Item: Resignations/Retirements/Employment – Certificated Employees

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**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 \$50 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 December 16, 2020  
Certificated Employees

**ACCEPT RESIGNATION/TERMINATION**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Candelario, Myla Z.	Coord II Sped Tech Suppt Svcs	Voluntary Resignation	08/30/2012	09/21/2020
2. Espinoza, Norman A.	Sub Teacher	Term-Not Discipline Related	10/18/2019	11/12/2020
3. Gelsinger, Steve J.	Sub Administrator	Term-Not Discipline Related	09/19/2018	11/13/2020
4. Grecu, Lucretia	Sub Teacher	Term-Not Discipline Related	03/28/2016	11/12/2020
5. Kis, Melissa C.	Sub Teacher	Term-Not Discipline Related	11/01/2019	11/12/2020
6. Liles, Jon M.	Sub Teacher	Term-Not Discipline Related	10/31/2016	11/05/2020
7. McGuire, Brianna E.	Nurse District Wide	Voluntary Resignation	08/06/2018	11/29/2020
8. Mirabal, Andrea C.	Sub Teacher	Voluntary Resignation	07/27/2020	09/25/2020
9. Myers, Cathy C.	Teacher Elementary	Retirement	09/02/1994	12/31/2020

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position- 1<sup>ST</sup> Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
10. Brown, Keith A.	Teacher Middle School	\$56,974	A - 02	10/19/2020
11. Farrell, Kimberley M.	Teacher Special Ed	\$55,047	A - 01	10/26/2020
12. Johnson, Ainaria R.	Teacher Special Ed (SH)	\$48,835	A - 01	11/09/2020
13. Kimbell, Nichole K.	Teacher Non-Categorical	\$48,551	C - 01	10/28/2020
14. Medina, Amy A.	Teacher Special Ed	\$55,047	A - 01	11/16/2020

**APPROVE SUBSTITUTE**

<u>Name</u>	<u>Position</u>	<u>Daily Rate of Pay</u>	<u>Effective Date</u>
15. Aguilar, Rigo W.	Sub Teacher	\$125.00	10/31/2020
16. Bauer, Kimberly	Sub Teacher	\$125.00	11/01/2020
17. Beaumont, Nicole M.	Sub Teacher	\$125.00	10/28/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE SUBSTITUTE (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Daily Rate of Pay</u>	<u>Effective Date</u>
18. Bell, Gabriella M.	Sub Teacher	\$125.00	11/02/2020
19. Black, Kendall G.	Sub Teacher	\$125.00	11/10/2020
20. Bui, Jeanine	Sub Teacher	\$125.00	10/30/2020
21. Butler, Adam J.	Sub Teacher	\$125.00	11/10/2020
22. Crook, Vaness P.	Sub Teacher	\$125.00	10/30/2020
23. Cunningham, Hailey P.	Sub Teacher	\$125.00	11/19/2020
24. Derentz, Alexandra A.	Sub Teacher	\$125.00	10/30/2020
25. Ellsworth, Lori A.	Sub Teacher	\$125.00	11/04/2020
26. Ezratty, Samantha E.	Sub Teacher	\$125.00	11/05/2020
27. Falke, Garrett A.	Sub Teacher	\$125.00	11/09/2020
28. Flaherty, Yvette M.	Sub Teacher	\$125.00	11/07/2020
29. Foster, Colette A.	Sub Teacher	\$125.00	11/13/2020
30. Fuhrman-Dluzak, Sandra E.	Sub Teacher	\$125.00	10/26/2020
31. Gaffoglio, Kassandra G.	Sub Teacher	\$125.00	07/01/2020
32. Ganje, Abigail E.	Sub Teacher	\$125.00	11/02/2020
33. Glaviano, Sheryl F.	Sub Teacher	\$125.00	11/04/2020
34. Huddleston, Daniel D.	Sub Teacher	\$125.00	10/27/2020
35. Jones, Brooke A.	Sub Teacher	\$125.00	11/05/2020
36. Jones-Castro, Teri L.	Sub Teacher	\$150.00	11/16/2020
37. Kenney, Valerie J.	Sub Teacher	\$150.00	11/06/2020
38. Kovacs, Marianna S.	Sub Teacher	\$125.00	11/12/2020
39. Larue, Brenda K.	Sub Teacher	\$125.00	10/27/2020
40. Martin, Olivia N.	Sub Teacher	\$125.00	11/09/2020
41. Melbon, Kathryn D.	Sub Teacher	\$125.00	11/10/2020
42. Mena Sanchez, Yesenia	Sub Teacher	\$125.00	11/09/2020
43. Muro, Richard D.	Sub Teacher	\$125.00	07/01/2020-10/30/2020
44. Oden, Kandis E.	Sub Teacher	\$125.00	10/31/2020
45. Orlando, Deirdre D.	Sub Teacher	\$125.00	11/02/2020
46. Patterson, Linda L.	Sub Teacher	\$125.00	11/13/2020
47. Rice, Heather N.	Sub Teacher	\$125.00	11/05/2020
48. Selznick, Jennifer Y.	Sub Teacher	\$125.00	10/26/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE SUBSTITUTE (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Daily Rate of Pay</u>	<u>Effective Date</u>
49. Silva, Karen E.	Sub Teacher	\$125.00	11/12/2020
50. Skupien, Brenna A.	Sub Teacher	\$125.00	10/28/2020
51. Smith, Michelle L.	Sub Teacher	\$125.00	11/02/2020
52. Stevens, Jennifer A.	Sub Teacher	\$125.00	10/26/2020
53. Taylor, Steffay	Sub Teacher	\$125.00	10/20/2020- 10/20/2020
54. Tingey, Shana E.	Sub Teacher	\$125.00	11/04/2020
55. Traweek, Danica R.	Sub Teacher	\$125.00	11/03/2020
56. Urbano, Irene Y.	Sub Teacher	\$125.00	11/09/2020
57. Van, Richard	Sub Teacher	\$125.00	11/12/2020
58. Winkle, Monica C.	Sub Teacher	\$125.00	11/05/2020

**APPROVE 6/5<sup>THS</sup> ASSIGNMENT**

<u>Name</u>	<u>6/5<sup>ths</sup> Assignment</u>	<u>Location</u>	<u>Effective Dates</u>
59. Austin, Hope	1st Semester 6/5ths	Aliso Niguel High School	10/26/2020- 12/17/2020
60. Cantu, Lisa K.	1st Semester 6/5ths	Ladera Ranch Middle School	08/13/2020- 06/04/2021
61. Giunta, Nicholas J.	1st Semester 6/5ths	San Clemente High School	08/13/2020- 10/06/2020
62. Haldeman, Thomas E.	Full Year 6/5ths	Las Flores Middle School	08/13/2020- 06/04/2021
63. Johnson, Cheryl A.	1st Semester 6/5ths	Capistrano Valley High School	08/14/2020- 12/18/2020
64. Mashburn, Andrew N.	1st Semester 6/5ths	Aliso Niguel High School	10/26/2020- 12/17/2020
65. Montgomery, Kathryn A.	1st Semester 6/5ths	Fred Newhart Middle School	10/06/2020- 12/18/2020
66. O'Malley, Shannon M.	1st Semester 6/5ths	Tesoro High School	10/05/2020- 12/16/2020
67. Ramos, Mitchel G.	Full Year 6/5ths	Las Flores Middle School	08/13/2020- 06/04/2021
68. Ricci, David A.	1st Semester 6/5ths	Capistrano Valley High School	10/19/2020- 12/18/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment (FTE)</u>	<u>New Assignment (FTE)</u>	<u>Effective Date</u>
69. Mills, Amber L.	Teacher High School 40 %	Teacher High School 100 %	10/29/2020
70. Morgan, Andrea R.	Teacher Resource Specialist 40 %	Teacher Special Ed 60 %	09/09/2020
71. Schwartz, Roni B.	Teacher Special Ed 40 %	Teacher Special Ed 60 %	10/19/2020

**APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT**

Pay @ \$50.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
72. Baldwin, Jennifer	TAA NTE 6 hrs (Complete DIBELS assessments)	Carl Hankey Elem School	09/01/2020- 09/30/2020
73. Barber, Angela K.	TAA NTE 7 hrs (Assist homework center students)	Dana Hills High School	10/19/2020- 06/02/2021
74. Brown, Amy S.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020- 08/27/2020
75. Buckholz, Cynthia C.	TAA NTE 6 hrs (Proctor PSAT test)	Aliso Niguel High School	10/17/2020- 10/17/2020
76. Connors, Katelyn A.	TAA NTE 60 hrs (Instruct after school tutoring)	San Juan Hills High School	10/21/2020- 05/27/2021
77. Contant, Jenny S.	TAA NTE 15 hrs (Participate in student intervention)	Vista Del Mar Middle School	10/13/2020- 06/03/2021
78. Corral, Jorgelina R.	TAA NTE 125 hrs (Teach after school tutorial)	San Clemente High School	10/13/2020- 06/04/2021
79. Currie, Kristen M.	TAA NTE 125 hrs (Teach after school tutorial)	San Clemente High School	10/13/2020- 06/04/2021
80. Daly III, James J.	TAA NTE 7 hrs (Assist homework center students)	Dana Hills High School	10/19/2020- 06/02/2021
81. Deshon, Tyler J.	TAA NTE 60 hrs (Instruct after school tutoring)	San Juan Hills High School	10/21/2020- 05/27/2021
82. Donsker, Lindy M.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020- 08/27/2020
83. Fairchild, Vikki D.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020- 08/27/2020
84. Finman, Marie F.	TAA NTE 30 hrs (Instruct after school tutoring)	San Juan Hills High School	10/21/2020- 05/27/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$50.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
85. Gaspar, Lisa L.	TAA NTE 5 hrs (Proctor PSAT test)	San Clemente High School	10/17/2020-10/17/2020
86. Gebert, Elizabeth J.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
87. Giacchino, Corinne M.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
88. Gruenewald, Eric A.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
89. Gustafson, Kaylie M.	TAA NTE 28.25 hrs (Provide speech language services)	Student Support Services	07/01/2020-06/30/2021
90. Harmon, Kaylee M.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
91. Jaramillo, Barbara Y.	TAA NTE 29 hrs (Attend PAL meetings)	Las Palmas Elem School	09/28/2020-06/03/2021
92. Jeung, Albert	TAA NTE 6 hrs (Proctor PSAT test)	Aliso Niguel High School	10/17/2020-10/17/2020
93. Josephson, Shonna G.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
94. Kaluger, Vanessa A.	TAA NTE 6 hrs (Proctor PSAT test)	Capistrano Valley High School	10/17/2020-10/17/2020
95. Kauo III, Joseph	TAA NTE 7 hrs (Assist homework center students)	Dana Hills High School	10/19/2020-06/02/2021
96. Kauo, Karen M.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
97. Kohler Jr., Tom E.	TAA NTE 6 hrs (Proctor PSAT test)	Capistrano Valley High School	10/17/2020-10/17/2020
98. Lee, Christina	TAA NTE 6 hrs (Proctor PSAT test)	Capistrano Valley High School	10/17/2020-10/17/2020
99. Logan, Traci S.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
100. Lynch, Erick B.	TAA NTE 6 hrs (Proctor PSAT test)	Aliso Niguel High School	10/17/2020-10/17/2020
101. Martinez, Judith A.	TAA NTE 6 hrs (Proctor PSAT test)	Aliso Niguel High School	10/17/2020-10/17/2020
102. Nguyen, Vivian Q.	TAA NTE 85 hrs (Instruct after school tutoring)	San Juan Hills High School	10/21/2020-05/27/2021
103. Ospring, Breonna L.	TAA NTE 20 hrs (Instruct after school tutoring)	San Juan Hills High School	10/21/2020-05/27/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$50.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
104. Quinn, Cory O.	TAA NTE 60 hrs (Work with ATS student)	Special Education Services	09/08/2020-11/30/2020
105. Rucker, Michelle T.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
106. Salazar, Macey R.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
107. Seyedjafari, Arianna	TAA NTE 6 hrs (Proctor PSAT test)	Capistrano Valley High School	10/17/2020-10/17/2020
108. Shaler, Barbi L.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
109. Smiggs, Donna	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
110. Smith, Ryan C.	TAA NTE 125 hrs (Teach after school tutorial)	San Clemente High School	10/13/2020-06/04/2021
111. Stinson Jr, Richard A.	TAA NTE 7 hrs (Assist homework center students)	Dana Hills High School	10/19/2020-06/02/2021
112. Taglieri, Christine M.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
113. Unzueta, Gabrielle	TAA NTE 5 hrs (Proctor testing to students)	San Juan Hills High School	10/17/2020-10/17/2020
114. Villasenor, Shannon K.	TAA NTE 6 hrs (Proctor PSAT test)	Aliso Niguel High School	10/17/2020-10/17/2020
115. Wade, Natalie L.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
116. Waugh, Kelly B.	TAA NTE 6 hrs (Proctor PSAT test)	Capistrano Valley High School	10/17/2020-10/17/2020
117. Werner, Danny P.	TAA NTE 6 hrs (Proctor PSAT test)	Aliso Niguel High School	10/17/2020-10/17/2020
118. Werthmuller, Kelly M.	TAA NTE 4 hrs (DIBELS admin K-5)	Castille Elem School	08/27/2020-08/27/2020
119. Wexelberg, Kirsten L.	TAA NTE 15 hrs (Participate in student intervention)	Vista Del Mar Middle School	10/13/2020-06/03/2021
120. Wigglesworth, Michael A.	TAA NTE 7 hrs (Assist homework center students)	Dana Hills High School	10/19/2020-06/02/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
121. Adams, Theresa A.	TAA NTE 10 hrs (Attend leadership meetings)	Vista Del Mar Middle School	08/18/2020-06/03/2021
122. Aguilera, Jennifer M.	TAA NTE 2 hrs (Math benchmark 1 review committee)	Ed Services Department	10/17/2020-11/06/2020
123. Aleman, Brianne M.	TAA NTE 6 hrs (Prep time for teachers with program a and b students)	Carl Hankey Middle School	10/06/2020-12/18/2020
124. Aleman, Brianne M.	TAA NTE 5 hrs (Assist LOA teacher to complete grades)	Carl Hankey Middle School	10/01/2020-10/30/2020
125. Anderson, Cindy	TAA NTE 8 hrs (Plan for reading intervention)	Truman Benedict Elem School	10/01/2020-06/04/2021
126. Andrews, Phillip	TAA NTE 40 hrs (Plan and setup video production)	Aliso Viejo Middle School	09/01/2020-12/18/2020
127. Andrews, Phillip	TAA NTE 40 hrs (Plan and set up video production/computer class)	Aliso Viejo Middle School	10/19/2020-12/18/2020
128. Asakowicz, Janelle J.	TAA NTE 2 hrs (Grade level rep)	Truman Benedict Elem School	08/18/2020-06/03/2021
129. Baker, Kent G.	TAA NTE 2 hrs (Training for extended learning)	Don Juan Avila Elem School	10/13/2020-10/30/2020
130. Berger, Ann V.	TAA NTE 60 hrs (Build K-5 canvas curriculum for PE/Art)	Ed Services Department	10/12/2020-10/31/2020
131. Billy, Cindy M.	TAA NTE 6 hrs (Plan for reading intervention)	Truman Benedict Elem School	10/01/2020-06/04/2021
132. Bonetti, Tanya	TAA NTE 3.5 hrs (Meet for grade level collaboration and strategic planning)	Don Juan Avila Elem School	08/13/2020-06/04/2021
133. Breese, Gabrielle E.	TAA NTE 20 hrs (Attend coaching creed meeting)	Human Resource Services	10/29/2020-12/18/2020
134. Brooks, Teresa T.	TAA NTE 11 hrs (Attend leadership team meetings)	George White Elem School	08/18/2020-06/04/2021
135. Brubaker, Nina M.	TAA NTE 2 hrs (Grade level rep)	Truman Benedict Elem School	08/18/2020-06/03/2021
136. Butorac, Mary K.	TAA NTE 64 hrs (Support EL students)	Ambuehl Elem School	09/01/2020-06/04/2021
137. Chance, William D.	TAA NTE 2 hrs (Train for extended learning)	Concordia Elem School	10/19/2020-10/30/2020
138. Cipolla, Rachele J.	TAA NTE 10 hrs (Attend leadership meetings)	Vista Del Mar Middle School	08/18/2020-06/03/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
139. Cipolla, Rachele J.	TAA NTE 1.5 hrs (Prep and write IEP)	Student Support Services	07/01/2020-07/31/2020
140. Clinkinbeard, Marie E.	TAA NTE 16 hrs (Plan for reading intervention)	Truman Benedict Elem School	10/01/2020-06/04/2021
141. Colapinto, Mitchell J.	TAA NTE 21 hrs (Plan for reading intervention)	Truman Benedict Elem School	10/01/2020-06/04/2021
142. Compean, Laura B.	TAA NTE 2 hrs (Math benchmark 1 review committee)	Ed Services Department	10/17/2020-11/06/2020
143. Dahlgren, Brenda L.	TAA NTE 10 hrs (Attend leadership meetings)	Vista Del Mar Middle School	08/18/2020-06/03/2021
144. Dahlgren, Kelsey A.	TAA NTE 2 hrs (Grade level rep)	Truman Benedict Elem School	08/18/2020-06/03/2021
145. Del Pizzo, Colleen L.	TAA NTE 7 hrs (Meet for grade level collaboration and strategic planning)	Don Juan Avila Elem School	08/13/2020-06/04/2021
146. Dimperio, Kristen T.	TAA NTE 2 hrs (Math benchmark 1 review committee)	Ed Services Department	10/17/2020-11/06/2020
147. Dowell, John W.	TAA NTE 2 hrs (Train for extended learning)	Concordia Elem School	10/19/2020-10/30/2020
148. Dubel, Margaret C.	TAA NTE 20 hrs (Participate in leadership team)	Vista Del Mar Middle School	08/13/2020-06/03/2021
149. Duff, Mariann C.	TAA NTE 3.5 hrs (Meet for grade level collaboration and strategic planning)	Don Juan Avila Elem School	08/13/2020-06/04/2021
150. Dykes, Jody L.	TAA NTE 6 hrs (Prep hours for teachers with 10 or more online students)	Arroyo Vista Middle School	10/06/2020-12/18/2020
151. Ellis, Shawna M.	TAA NTE 2 hrs (Train and support extended learning staff)	Ed Services Department	10/20/2020-12/17/2020
152. Finch, Amy K.	TAA NTE 7 hrs (Meet for grade level collaboration and strategic planning)	Don Juan Avila Elem School	08/13/2020-06/04/2021
153. Fragassi, Kari	TAA NTE 20 hrs (Attend PLC meetings)	Don Juan Avila Middle School	08/14/2020-06/04/2021
154. Frith, Robert L.	TAA NTE 20 hrs (Attend coaching creed committee meeting)	Human Resource Services	10/01/2020-12/18/2020
155. Furlong, Adriana	TAA NTE 11 hrs (Build curriculum)	Ed Services Department	08/03/2020-08/05/2020



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
156. Gaspar, Lisa L.	TAA NTE 16 hrs (Relocate classroom)	San Clemente High School	08/13/2020-10/12/2020
157. Gellatly, David A.	TAA NTE 2 hrs (Train and support extended learning staff)	Ed Services Department	10/20/2020-12/17/2020
158. Gonzalez, Jamie D.	TAA NTE 3 hrs (Work on curriculum building)	Ed Services Department	07/13/2020-07/13/2020
159. Grabowski, Michael J.	TAA NTE 2 hrs (Math benchmark 1 review committee)	Ed Services Department	10/17/2020-11/06/2020
160. Haffner, Donna L.	TAA NTE 6 hrs (Prep hours for teachers with 10 or more online students)	Arroyo Vista Middle School	10/06/2020-12/18/2020
161. Hamro, Jonathan D.	TAA NTE 20 hrs (Attend coaching creed committee meeting)	Human Resource Services	12/01/2020-12/18/2020
162. Hancock, Keith G.	TAA NTE 64 hrs (Work on curriculum building)	Ed Services Department	08/03/2020-08/12/2020
163. Healy, Ryan W.	TAA NTE 64 hrs (Support EL students)	Ambuehl Elem School	09/01/2020-06/04/2021
164. Henderson, Zachary T.	TAA NTE 2 hrs (Training for extended learning)	Don Juan Avila Elem School	10/13/2020-10/30/2020
165. Hill, Erin L.	TAA NTE 11 hrs (Attend leadership team meetings)	George White Elem School	08/18/2020-06/04/2021
166. Hiraga, Hanh M.	TAA NTE 2 hrs (Attend training)	Las Palmas Elem School	10/20/2020-10/27/2020
167. Hoffman, Todd A.	TAA NTE 570 hrs (Attend canvas program training)	Ed Services Department	08/17/2020-06/30/2021
168. Homma, Kevin S.	TAA NTE 60.5 hrs (Work on curriculum building)	Ed Services Department	07/06/2020-07/31/2020
169. Hostetter, Kristine M.	TAA NTE 10 hrs (Attend leadership meetings)	Vista Del Mar Middle School	08/18/2020-06/03/2021
170. Imlay, Erica K.	TAA NTE 10 hrs (Attend leadership meetings)	Vista Del Mar Middle School	08/18/2020-06/03/2021
171. Iqbal, Sana	TAA NTE 20 hrs (Attend PLC meetings)	Don Juan Avila Middle School	08/14/2020-06/04/2021
172. Kelly, Connor P.	TAA NTE 2 hrs (Math benchmark 1 review committee)	Ed Services Department	10/17/2020-11/06/2020
173. Klein, Aryn	TAA NTE 2 hrs (Attend training)	Las Palmas Elem School	10/20/2020-10/27/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

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<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
174. Koenig, Elisa C.	TAA NTE 3.5 hrs (Meet for grade level collaboration and strategic planning)	Don Juan Avila Elem School	08/13/2020-06/04/2021
175. Kokx, Aaron D.	TAA NTE 16 hrs (Move classroom)	Aliso Niguel High School	07/01/2020-11/01/2020
176. Kubly, Troy P.	TAA NTE 11 hrs (Attend leadership team meetings)	George White Elem School	08/18/2020-06/04/2021
177. Lamar, Stefanie A.	TAA NTE 8 hrs (Plan for reading intervention)	Truman Benedict Elem School	10/01/2020-06/04/2021
178. Lausterer, Lori R.	TAA NTE 7 hrs (Meet for grade level collaboration and strategic planning)	Don Juan Avila Elem School	08/13/2020-06/04/2021
179. Lawrence, Ami J.	TAA NTE 2 hrs (Grade level rep)	Truman Benedict Elem School	08/18/2020-06/03/2021
180. Lechuga, Naomi L.	TAA NTE 64 hrs (Support English learners)	Junipero Serra High School	09/24/2020-06/03/2021
181. Lindberg, Erica B.	TAA NTE 21 hrs (Work during summer building ELD curriculum)	Ed Services Department	07/22/2020-08/03/2020
182. Lintz, Brianna N.	TAA NTE 2 hrs (Math benchmark 1 review committee)	Ed Services Department	10/17/2020-11/06/2020
183. Long, Jeffrey M.	TAA NTE 4 hrs (Train for extended learning)	Palisades Elem School	10/19/2020-11/30/2020
184. Lusal, Patricia K.	TAA NTE 20 hrs (Attend coaching creed committee meeting)	Human Resource Services	10/01/2020-12/18/2020
185. Macchia, Gina M.	TAA NTE 7 hrs (Plan for reading intervention)	Truman Benedict Elem School	10/01/2020-06/04/2021
186. Manzotti, Maria A.	TAA NTE 10 hrs (Assist with curriculum building)	Ed Services Department	08/03/2020-08/04/2020
187. Marshall, Heidi A.	TAA NTE 2 hrs (Grade level rep)	Truman Benedict Elem School	08/18/2020-06/03/2021
188. Masaitis, Leann M.	TAA NTE 2 hrs (Math benchmark 1 review committee)	Ed Services Department	10/17/2020-11/06/2020
189. McDermott, Laurel K.	TAA NTE 2 hrs (Training for extended learning)	Don Juan Avila Elem School	10/13/2020-10/30/2020
190. McGuire, Brianna E.	TAA NTE .75 hrs (Work on curriculum building)	Ed Services Department	08/20/2020-08/20/2020
191. Moore, Farrel M.	TAA NTE 20 hrs (Attend coaching creed committee meeting)	Human Resource Services	10/01/2020-12/18/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
192. Moore, Michael	TAA NTE 10 hrs (Attends English department chair meetings)	California Preparatory Academy	09/30/2020-06/04/2021
193. More-Rivas, Trina K.	TAA NTE 16 hrs (Plan for reading intervention)	Truman Benedict Elem School	10/01/2020-06/04/2021
194. Moser, Nathan J.	TAA NTE 4 hrs (Train for extended learning)	Palisades Elem School	10/19/2020-11/30/2020
195. Neidl, Isabel D.	TAA NTE 8 hrs (Plan for reading intervention)	Truman Benedict Elem School	10/01/2020-06/04/2021
196. Nett, Ryan L.	TAA NTE 12 hrs (Participate in PLC planning)	Aliso Viejo Middle School	09/18/2020-06/03/2021
197. Onomura, Stacy M.	TAA NTE 7 hrs (Meet for grade level collaboration and strategic planning)	Don Juan Avila Elem School	08/13/2020-06/04/2021
198. Peck, Lindsay N.	TAA NTE 4 hrs (Math benchmark 1 review committee)	Ed Services Department	10/17/2020-11/06/2020
199. Persall, Lea A.	TAA NTE 7 hrs (Meet for grade level collaboration and strategic planning)	Don Juan Avila Elem School	08/13/2020-06/04/2021
200. Peters, Leiann M.	TAA NTE 7 hrs (Meet for grade level collaboration and strategic planning)	Don Juan Avila Elem School	08/13/2020-06/04/2021
201. Phelps, Susan P.	TAA NTE 25 hrs (PSAT test coordinator)	Capistrano Valley High School	08/07/2020-10/17/2020
202. Pierce, Carrie L.	TAA NTE 20 hrs (Attend coaching creed committee meeting)	Human Resource Services	10/01/2020-12/18/2020
203. Pierce, Jonathan R.	TAA NTE 4 hrs (Plan for reading intervention)	Truman Benedict Elem School	10/01/2020-06/04/2021
204. Pouya, Meshgeen M.	TAA NTE 7 hrs (Meet for grade level collaboration and strategic planning)	Don Juan Avila Elem School	08/13/2020-06/04/2021
205. Radley, Kirstee S.	TAA NTE 6 hrs (Move classroom)	Dana Hills High School	09/06/2020-10/13/2020
206. Regan, Alison L.	TAA NTE 11 hrs (Attend leadership team meetings)	George White Elem School	08/18/2020-06/04/2021
207. Ridill, Danielle A.	TAA NTE 6 hrs (Plan for reading intervention)	Truman Benedict Elem School	10/01/2020-06/04/2021
208. Ridley, Jeffrey W.	TAA NTE 17 hrs (Assist with building canvas classrooms)	Special Education Services	07/24/2020-08/09/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
209. Rylant, Rebekah M.	TAA NTE 20 hrs (Support long term sub)	Don Juan Avila Middle School	08/20/2020-06/04/2021
210. Samson, Kristen V.	TAA NTE 2 hrs (Train and support extended learning staff)	Ed Services Department	10/20/2020-12/17/2020
211. Sargent, Christina B.	TAA NTE 10 hrs (Assist as link crew coordinator)	Aliso Niguel High School	08/01/2020-08/30/2020
212. Sileci-Forney, Gina M.	TAA NTE 10 hrs (Attend leadership meetings)	Vista Del Mar Middle School	08/18/2020-06/03/2021
213. Skala, Jennifer E.	TAA NTE 2 hrs (Math benchmark 1 review committee)	Ed Services Department	10/17/2020-11/06/2020
214. Stamen, Barbara M.	TAA NTE 10 hrs (Attend leadership meetings)	Vista Del Mar Middle School	08/18/2020-06/03/2021
215. Stevens, Ashley E.	TAA NTE 6 hrs (Prep hours for teachers with 10 or more online students)	Arroyo Vista Middle School	10/06/2020-12/18/2020
216. Swanson, Celeste G.	TAA NTE 11 hrs (Attend leadership team meetings)	George White Elem School	08/18/2020-06/04/2021
217. Sweeney, Lorena	TAA NTE 12 hrs (Assist with curriculum building)	Ed Services Department	07/31/2020-07/31/2020
218. Tinker, Susan O.	TAA NTE 2 hrs (Grade level rep)	Truman Benedict Elem School	08/18/2020-06/03/2021
219. Tisdale, Angela D.	TAA NTE 2 hrs (Attend training)	Las Palmas Elem School	10/20/2020-10/27/2020
220. Vallejos, Stacy A.	TAA NTE 3.5 hrs (Meet for grade level collaboration and strategic planning)	Don Juan Avila Elem School	08/13/2020-06/04/2021
221. Vega, Jennifer V.	TAA NTE 6 hrs (Prep hours for teachers with 10 or more online students)	Arroyo Vista Middle School	10/06/2020-12/18/2020
222. Vega, Jennifer V.	TAA NTE 2 hrs (Math benchmark 1 review committee)	Ed Services Department	10/17/2020-11/06/2020
223. Victor, Jennifer R.	TAA NTE 7 hrs (Meet for grade level collaboration and strategic planning)	Don Juan Avila Elem School	08/13/2020-06/04/2021
224. Wenk, James G.	TAA NTE 2 hrs (Math benchmark 1 review committee)	Ed Services Department	10/17/2020-11/06/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ \$30.00 per hour

Instruction to More Than 10 Student per Class Period – Multiple Sites

Not to exceed 1,656 hours non-instructional pay @ \$30.00 per hour for 276 employees  
10/01/2020-12/18/2020

Teachers with Both Program A & B Students – Multiple Sites

Not to exceed 1,372 hours non-instructional pay @ \$30.00 per hour for 240 employees  
10/01/2020-12/18/2020

Conference Hours for Professional Development After School Meetings – Wagon Wheel ES

Not to exceed 719 hours non-instructional pay @ \$30.00 per hour for 17 employees  
07/01/2020-06/05/2021

Support Hours for On-line Learners – Vista del Mar MS

Not to exceed 162 hours non-instructional pay @ \$30.00 per hour for 27 employees  
08/13/2020-12/18/2020

Extended Learning for Digital Toolkit Training – Professional Learning

Not to exceed 19 hours non-instructional pay @ \$30.00 per hour for 19 employees  
10/21/2020-10/22/2020

**APPROVE ADDITIONAL ASSIGNMENT**

Pay @ per diem rate

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
225. Bauer, Kimberly	TAA NTE 1 hr (Attend extended learning digital toolkit training)	Staff Development	10/21/2020-10/22/2020
226. Beauchaine, Kimberly	TAA NTE 10 hrs (Support NPS at summer IEP meetings)	Human Resource Services	06/12/2020-06/15/2020
227. Burk, Michelle L.	TAA NTE 1 hr (Attend extended learning digital toolkit training)	Staff Development	10/21/2020-10/22/2020
228. Feldman, Mikayla L.	TAA NTE 100 hr (Support curriculum development)	Ed Services Department	07/13/2020-07/31/2020
229. Fennimore, Katie E.	TAA NTE 1 hr (Attend extended learning digital toolkit training)	Staff Development	10/21/2020-10/22/2020
230. Foster, Thara C.	TAA NTE 30 hrs (Proctor after school tutoring)	San Juan Hills High School	10/21/2020-05/27/2021
231. Fukuda, Nancy R.	TAA NTE 1 hr (Attend extended learning digital toolkit training)	Staff Development	10/21/2020-10/22/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ per diem rate

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
232. Lanners, Christina G.	TAA NTE 35 hrs (Provide additional support for student assessments)	Ed Services Department	08/19/2020-09/14/2020
233. Liquori, Aimee	TAA NTE 56 hrs (Catch up on student assessments)	Ed Services Department	10/30/2020-12/18/2020
234. Mejia, Haydee M.	TAA NTE 10 hrs (Assess students ERMHS)	Ed Services Department	06/16/2020-07/30/2020
235. Mejia, Haydee M.	TAA NTE 10 hrs (Attend IEP meetings and revisions ERMHS)	Ed Services Department	06/16/2020-07/30/2020
236. Mohler, Christine M.	TAA NTE 1 hr (Attend extended learning digital toolkit training)	Staff Development	10/21/2020-10/22/2020
237. Naylor, Erin M.	TAA NTE 1 hr (Attend extended learning digital toolkit training)	Staff Development	10/21/2020-10/22/2020
238. Query, Chelsea R.	TAA NTE 1 hr (Attend extended learning digital toolkit training)	Staff Development	10/21/2020-10/22/2020
239. Radman, Kimberly M.	TAA NTE 1 hr (Attend extended learning digital toolkit training)	Staff Development	10/21/2020-10/22/2020
240. Rodas, Grecia L.	TAA NTE 1 hr (Attend extended learning digital toolkit training)	Staff Development	10/21/2020-10/22/2020
241. Wolfe-Frangipane, Barbara A.	TAA NTE 1 hr (Attend extended learning digital toolkit training)	Staff Development	10/21/2020-10/22/2020

**APPROVE CO-CURRICULAR ASSIGNMENT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
242. Abedi, Morteza	Wrestling, Varsity (Head)	Dana Hills High School	\$3,716.00	02/15/2021-05/15/2021
243. Addison, Chad M.	Athletic Director, Boys'	Capistrano Valley High School	\$4,954.00	08/14/2020-06/04/2021
244. Addison, Chad M.	Athletic Director, Girls'	Capistrano Valley High School	\$4,954.00	08/14/2020-06/04/2021
245. Anderson, Kelly A.	ASB, Elem	Bathgate Elem School	\$1,486.00	08/18/2020-06/05/2021
246. Bak-Boyчук, Christine M.	National Honor Society	San Juan Hills High School	\$1,486.00	08/18/2020-06/04/2021
247. Barahona, Lauren E.	National Honor Society	Dana Hills High School	\$1,486.00	08/13/2020-06/04/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
248. Beckley-Sybirski, Shannon L.	Annual, HS	Tesoro High School	\$3,963.00	08/14/2020-06/04/2021
249. Beitz, Kathryn S.	Director, Student Activities, MS	Carl Hankey Middle School	\$3,963.00	08/13/2020-06/10/2021
250. Belmont, Kimberly	ASB Elementary	Las Flores Elem School	\$1,486.00	08/18/2020-06/03/2021
251. Benefield, Maria E.	Choral, MS	Las Flores Middle School	\$1,982.00	08/14/2020-06/04/2021
252. Berkenkotter, Kurt	Speech Contest	Tesoro High School	\$1,239.00	08/14/2020-06/04/2021
253. Bishop, Quinn K.	ASB, Elem - 50%	Wood Canyon Elem School	\$743.00	08/18/2020-06/03/2021
254. Botelho, Margo M.	Journalism/Mass Media,	Aliso Viejo Middle School	\$2,477.00	09/16/2020-06/03/2021
255. Bozeman, Dana E.	Tennis, Boys' Varsity (Head)	Dana Hills High School	\$3,716.00	02/08/2021-05/08/2021
256. Bozeman, Dana E.	Tennis, Girls' Varsity (Head)	Dana Hills High School	\$3,716.00	02/08/2021-05/08/2021
257. Burke, Bridget M.	Director, Student Activities, MS	Bernice Ayer Middle School	\$3,963.00	08/18/2020-06/03/2021
258. Butterworth, Jennifer S.	ASB, Elem	John Malcom Elem School	\$1,486.00	08/18/2020-06/03/2021
259. Calder, Kristine M.	Dance	San Juan Hills High School	\$2,477.00	08/18/2020-06/04/2021
260. Calhoun, Judy A.	Drama, MS	Bernice Ayer Middle School	\$3,468.00	08/18/2020-06/03/2021
261. Calhoun, Judy A.	Choral, MS	Bernice Ayer Middle School	\$1,982.00	08/18/2020-06/03/2021
262. Campo, Brooke A.	Stipend, Combo Class	Truman Benedict Elem School	\$2,477.00	08/18/2020-06/03/2021
263. Carlisle, Bruce	Academic Comp. Coach, HS	Capistrano Valley High School	\$4,459.00	08/14/2020-06/04/2021
264. Choi, Yeon J.	Band, Auxiliary Unit, HS	Tesoro High School	\$2,477.00	08/14/2020-06/04/2021
265. Choi, Yeon J.	Band, Auxiliary Unit Asst, HS	Tesoro High School	\$2,477.00	08/14/2020-06/04/2021
266. Choi, Yeon J.	Orchestra, HS	Tesoro High School	\$1,486.00	08/14/2020-06/04/2021
267. Coghill, Molly K.	California Schools Federation	Dana Hills High School	\$1,486.00	08/13/2020-06/04/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
268. Colapinto, Matt F.	Stipend, Combo Class	Clarence Lobo Elem School	\$2,477.00	08/01/2020-05/31/2021
269. Crane, Ryan	Cross Country, Boys' (Asst)	Dana Hills High School	\$2,477.00	12/07/2020-03/06/2021
270. Cummings, Antoinette M.	Peer Assistance Leadership	Bernice Ayer Middle School	\$1,486.00	08/18/2020-06/03/2021
271. Cummings, Laurie B.	Annual, MS	Las Flores Middle School	\$3,468.00	08/14/2020-06/04/2021
272. Des Palmes, Cheryl M.	Drama, HS	Tesoro High School	\$3,963.00	08/14/2020-06/04/2021
273. Desiano, Tom A.	Basketball, Boys' Varsity (Head)	Dana Hills High School	\$3,963.00	02/22/2021-05/22/2021
274. Di Somma, Alyssa H.	California Schools Federation	Tesoro High School	\$1,486.00	08/14/2020-06/04/2021
275. Di Somma, Alyssa H.	Peer Assistant Leadership	Tesoro High School	\$1,486.00	08/14/2020-06/04/2021
276. Dunn, Craig L.	Cross Country, Boys' Varsity (Head)	Dana Hills High School	\$3,716.00	12/07/2020-03/06/2021
277. Forster, Glenn E.	Golf, Boys' (Head)	Dana Hills High School	\$3,716.00	03/01/2021-05/29/2021
278. Frith, Robert L.	Athletic Director - Boys	San Juan Hills High School	\$4,954.00	08/18/2020-06/04/2021
279. Frith, Robert L.	Safety And Equipment	San Juan Hills High School	\$3,963.00	08/18/2020-12/18/2020
280. Globus, Cindy L.	Stipend, Combo Class	Ladera Ranch Elem School	\$2,477.00	10/05/2020-06/03/2021
281. Graff, Cambria L.	Drama, HS	San Juan Hills High School	\$3,963.00	08/18/2020-06/04/2021
282. Gustafson, Douglas A.	Golf, Girls' (Asst)	Dana Hills High School	\$2,477.00	03/01/2021-05/29/2021
283. Gustafson, Douglas A.	Golf, Boys' (Asst)	Dana Hills High School	\$2,477.00	03/01/2021-05/29/2021
284. Hancock, Keith G.	Choral, HS	Tesoro High School	\$3,963.00	08/14/2020-06/04/2021
285. Hayes, Danielle L.	Academic Comp Coach, HS	Tesoro High School	\$4,459.00	08/14/2020-06/04/2021
286. Hobbs Jr, Linder C.	Annual, MS	Vista Del Mar Middle School	\$3,468.00	08/13/2020-06/03/2021
287. Hoff, Thomas J.	Volleyball, Girls' (Asst)	Dana Hills High School	\$3,716.00	11/30/2020-02/13/2021



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
288. Homma, Kevin S.	Instrumental Music B, MS	Las Flores Middle School	\$1,982.00	08/14/2020-06/04/2021
289. Jagow, Brandon	Choral, MS	Vista Del Mar Middle School	\$1,982.00	08/13/2020-06/03/2021
290. Jagow, Brandon	Instrumental Music B, MS	Vista Del Mar Middle School	\$1,982.00	08/13/2020-06/03/2021
291. Jagow, Brandon	Instrumental Music A, MS	Vista Del Mar Middle School	\$1,982.00	08/13/2020-06/03/2021
292. Kaiser, William G.	Newspaper Advisor, HS	San Juan Hills High School	\$3,963.00	08/18/2020-06/04/2021
293. Kurani, Catherine A.	Director, Student Activities, MS	Las Flores Middle School	\$3,963.00	08/14/2020-06/04/2021
294. Lafollette, Matthew P.	Annual, MS	Bernice Ayer Middle School	\$3,468.00	08/18/2020-06/03/2021
295. Lamar, Stefanie A.	Stipend, Combo Class	Truman Benedict Elem School	\$2,477.00	08/18/2020-06/03/2021
296. Mackay, Frances A.	Stipend, Combo Class	Las Flores Elem School	\$2,477.00	08/18/2020-09/28/2020
297. Magana, Andrew H.	Band, Jazz, HS	Tesoro High School	\$2,477.00	08/14/2020-06/04/2021
298. McElroy, Dean R.	Orchestra, HS	San Juan Hills High School	\$1,486.00	08/18/2020-06/04/2021
299. McElroy, Dean R.	Band, Jazz, HS	San Juan Hills High School	\$2,477.00	08/18/2020-06/04/2021
300. McElroy, Dean R.	Band, Marching, HS	San Juan Hills High School	\$4,459.00	08/18/2020-06/04/2021
301. McGinnis, Jeffrey L.	Instrumental Music A	Aliso Viejo Middle School	\$1,982.00	08/13/2020-06/03/2021
302. McGuire, Carri J.	Stipend, Combo Class	Las Flores Elem School	\$2,477.00	08/18/2020-06/03/2021
303. Medina, Ray M.	Choral, HS	Dana Hills High School	\$3,963.00	08/13/2020-06/04/2021
304. Mooney, Mark S.	Speech Contest	Tesoro High School	\$1,239.00	08/14/2020-06/04/2021
305. Moore, Farrel M.	Athletic Director, Girls'	San Juan Hills High School	\$4,954.00	08/18/2020-06/04/2021
306. Neumann, Richard	ASB - 50%	Wood Canyon Elem School	\$743.00	08/18/2020-06/03/2021
307. Nieto, Antonio M.	Baseball, Varsity (Head)	Tesoro High School	\$3,963.00	03/01/2021-05/28/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
308. Noble, Eric J.	Academic Comp Coach, HS	San Juan Hills High School	\$4,459.00	01/04/2021-06/04/2021
309. Norgren, Ryan E.	Annual, HS	San Juan Hills High School	\$3,963.00	08/18/2020-06/04/2021
310. Nye, Kelli M.	ASB, Elem	Clarence Lobo Elem School	\$1,486.00	08/13/2020-06/04/2021
311. Pedroza, Sara L.	Instrumental Music A, MS	Carl Hankey Middle School	\$1,982.00	08/13/2020-06/10/2021
312. Pierce, Carrie L.	Water Polo, Girls' (Head)	Dana Hills High School	\$3,716.00	12/14/2020-02/27/2021
313. Pinon, Ryan D.	Surfing, (Head)	Tesoro High School	\$3,716.00	12/01/2020-02/14/2021
314. Prior-Ortiz, Luis A.	Athletic Trainer,	Capistrano Valley High School	\$3,963.00	08/14/2020-06/04/2021
315. Rafael, Joseph P.	Basketball, Varsity (Asst)	Dana Hills High School	\$3,468.00	02/22/2021-05/22/2021
316. Ramirez, Gilbert	Athletic Director – Boys'	Tesoro High School	\$4,954.00	08/14/2020-06/04/2021
317. Roberts, Kimberly N.	National Honor Society	Tesoro High School	\$1,486.00	08/14/2020-06/04/2021
318. Schultz, Donald L.	Instrumental Music, A	Bernice Ayer Middle School	\$1,982.00	08/18/2020-06/03/2021
319. Shults-Amon, Leesa	Director, Student Activities, MS	Vista Del Mar Middle School	\$3,963.00	08/13/2020-06/03/2021
320. Shults-Amon, Leesa	Peer Assistance Leadership	Vista Del Mar Middle School	\$1,486.00	08/13/2020-06/03/2021
321. Smith, Jolene A.	Stipend, Combo Class	Carl Hankey Elem School	\$2,477.00	08/18/2020-06/05/2021
322. Smith, Nicolas L.	Cross Country, Girls' Varsity (Head)	Dana Hills High School	\$3,716.00	12/07/2020-06/03/2021
323. Troffer, Garrett J.	Stipend, Combo Class	Truman Benedict Elem School	\$2,477.00	08/18/2020-06/03/2021
324. Ushino, Michael	Choral, HS	San Juan Hills High School	\$3,963.00	08/18/2020-06/04/2021
325. Vanderwal, Brianna K.	Peer Assistance Leadership	Fred Newhart Middle School	\$1,486.00	08/18/2020-06/03/2021
326. Vollebregt, Kirschel D.	Peer Assistance Leadership	Las Flores Middle School	\$1,486.00	08/14/2020-06/04/2021
327. Waldukat, Andy K.	Marching Band, HS	Capistrano Valley High School	\$4,459.00	08/14/2020-06/04/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
328. Waldukat, Andy K.	Orchestra, HS	Capistrano Valley High School	\$1,486.00	08/14/2020-06/04/2021
329. Waldukat, Andy K.	Band, Auxiliary Unit HS	Capistrano Valley High School	\$2,477.00	08/14/2020-06/04/2021
330. Waldukat, Andy K.	Band, Jazz, HS	Capistrano Valley High School	\$2,477.00	08/14/2020-06/04/2021
331. Williams, Kelley K.	Annual, MS	Fred Newhart Middle School	\$3,468.00	08/18/2020-06/03/2021
332. Wilson, Keith	ASB, Elementary	Ladera Ranch Elem School	\$1,486.00	08/18/2020-06/03/2021

**APPROVE ASB FUNDED ASSIGNMENT @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
333. Briggs, Charles W.	Football, Freshman (Asst)	San Juan Hills High School	\$350.00	11/01/2020-12/01/2020
334. Calentino, Mark J.	Wrestling, Varsity (Head)	San Clemente High School	\$3,700.00	10/12/2020-11/27/2020
335. Cardey, Christian M.	Water Polo, Boys' (Head)	Tesoro High School	\$3,605.00	09/01/2020-12/01/2020
336. Cardey, Jessica S.	Water Polo, Girls' (Head)	Tesoro High School	\$3,607.00	09/01/2020-12/01/2020
337. Choi, Yeon J.	Drama	Tesoro High School	\$2,000.00	08/18/2020-06/03/2021
338. Curtis, Sean D.	Football, Freshman (Head)	Capistrano Valley High School	\$2,477.00	08/18/2020-10/31/2020
339. English, Michael E.	Water Polo, (Asst)	Tesoro High School	\$2,405.00	12/01/2020-03/01/2021
340. English, Michael E.	Water Polo, Boys' (Asst)	Tesoro High School	\$450.00	09/01/2020-12/01/2020
341. Hancock, Keith G.	Drama	Tesoro High School	\$3,500.00	08/18/2020-06/03/2021
342. Henderson, Zachary T.	Lacrosse, Varsity (Head)	Aliso Niguel High School	\$3,000.00	10/01/2020-11/30/2020
343. Hernandez, Juan J.	Football, Freshman (Asst)	San Juan Hills High School	\$1,000.00	10/01/2020-12/01/2020
344. Johnstone III, Vanderburgh	Golf, Boys' (Head)	Tesoro High School	\$1,000.00	08/24/2020-12/01/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 16, 2020  
Certificated Employees

**APPROVE ASB FUNDED ASSIGNMENT @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
345. Levier, Bret A.	Baseball, Varsity (Head)	San Juan Hills High School	\$3,500.00	08/01/2020-11/01/2020
346. Luciani Jr, David	Cross Country, Boys (Asst)	San Clemente High School	\$800.00	11/02/2020-12/04/2020
347. Magana, Andrew H.	Drama, Orchestra	Tesoro High School	\$2,000.00	08/18/2020-06/03/2021
348. Manning, Kyle S.	Football, Varsity (Asst)	San Juan Hills High School	\$2,000.00	11/01/2020-12/01/2020
349. Moore, Farrel M.	Soccer, Girls' (Head)	San Juan Hills High School	\$2,000.00	08/01/2020-12/01/2020
350. Nammack, Chad C.	Football, (Asst)	San Clemente High School	\$500.00	11/02/2020-12/04/2020
351. Ortiz, Jaime R.	Football, (Head)	San Clemente High School	\$1,800.00	11/02/2020-12/04/2020
352. Schwied, Emma L.	Water Polo, Girls' Varsity (Asst)	Aliso Niguel High School	\$3,000.00	10/21/2020-12/10/2020
353. Summers, Robert N.	Cross Country, (Asst)	San Juan Hills High School	\$1,200.00	08/18/2020-12/01/2020
354. Wood, Joe	Football, (Asst)	San Clemente High School	\$1,800.00	11/02/2020-12/04/2020
355. Wyatt, Ella M.	Drama Coach	San Clemente High School	\$3,000.00	09/01/2020-06/03/2021

**APPROVE LEAVE OF ABSENCE**

<u>Employee Unique Identifying Number</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Dates</u>
356. 249926	Teacher Music (Itinerant)	Medical	09/30/2020-06/30/2021
357. 252786	Teacher High School	Childcare	01/04/2021-06/30/2021
358. 255574	Teacher Middle School	Childcare	01/04/2021-06/30/2021
359. 258107	Teacher Elementary	Childcare	03/08/2021-06/30/2021
360. 260413	Teacher High School	Care for Family Member	01/04/2021-06/30/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

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

Date: December 16, 2020

Board Item: Board Meeting Schedule 2021 - 2022

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**HISTORY**

Each year the Board adopts a Board meeting schedule identifying the dates and times of regular Board meetings for the school year. Per Board Policy, these meetings were previously scheduled on the second and fourth Wednesdays of each month. In 2017, the Board changed its policy to allow for any designated Wednesday. When mapping out the meetings for the 2021-2022 school year a pattern emerged whereby the first and third Wednesday of each month worked best to schedule the Board meetings and/or workshops.

**BACKGROUND INFORMATION**

These dates, along with the previously approved 2021-2022 school calendar, (*Approved May 22, 2019*), were mapped out side by side. All Back-to-School nights were accounted for along with all holidays and legal requirements due to the Orange County Department of Education including the submission requirements for the Unaudited Actuals due in September 2021, the First Interim report due in December 2021, and the Second Interim report, due in March 2022, were taken into account.

**CURRENT CONSIDERATIONS**

The Unaudited Actuals are due September 15, 2021 and the First Interim Report is due December 15, 2021. This meets the legal requirement to submit the Unaudited Actuals and First Interim Report to the County, after the Board's approval at the September 15, 2021 meeting and at the December 15, 2021 meeting.

To meet the legal requirement to submit the Second Interim Report to the County by March 15, 2022, staff recommends holding a Special meeting on March 2, 2022 prior to the Board Workshop on March 2, 2022 for the Board to approve the Second Interim Report.

Staff has also mapped out timely Board Workshops to be held once in the fall and two times in the spring as deemed necessary by the Board.

**FINANCIAL IMPLICATIONS**

There are no financial implications for this item.

**STAFF RECOMMENDATION**

It is recommended the Board approve the Board meeting dates for fiscal year 2021 - 2022.

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

**APPROVED BY:** Kirsten Vital, Superintendent

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**San Juan Capistrano, California**

**School Board Meeting Schedule**  
**July 2021 – June 2022**

*All meetings take place on the first or third Wednesday unless otherwise noted*

<b><u>2021</u></b>	<b><u>2022</u></b>
July 21	January 19
August 18	February 16
September 15	March 2* March 16
October 6* October 20	April 20
November 3	May 4* May 18
December 15	June 15

*Proposed: 12/16/2020*

\*Denotes Workshop/Special Meeting as needed.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California  
**2021-2022 SCHOOL CALENDAR**

*INDEPENDENCE DAY HOLIDAY (Legal Holiday)*

ATP Teachers - Pre-Service Days

ATP OPENING DAY OF SCHOOL

New Teacher - Pre-Service Day

Elementary School Professional Development

All Teachers - Pre-Service Days

**OPENING DAY OF SCHOOL**

(MINIMUM DAY for Elementary and Middle School Students)

Back-to-School Night, Middle School

(MINIMUM DAY per individual school site calendar)

Back-to-School Night, High School

(MINIMUM DAY per individual school site calendar)

*LABOR DAY (Legal Holiday)*

Back-to-School Night, Elementary

(MINIMUM DAY per individual school site calendar)

End of First Progress Reporting Period (High School)

End of First Quarter (Middle School)

End of First Reporting Period (Elementary)

*NO SCHOOL – K-12 Pupil-Free Day*

(Secondary Prof. Dev.)(Elementary Parent Conferences)

MINIMUM DAY Parent Conferences, *Elementary only*

End of Second Progress Reporting Period (High School)

*VETERANS DAY (Legal Holiday)*

*THANKSGIVING RECESS (Recess for Students and Teachers)*

*THANKSGIVING HOLIDAYS (Legal and Local Holiday)*

**SCHOOL RESUMES**

Final Exam Days, High School (Minimum Days, High School)

End of First Semester (High School)

End of Second Quarter (Middle School)

*NO SCHOOL-K-12 Pupil-Free Day (Secondary Semester Wrap-up)*

*WINTER RECESS (Recess for Students)*

*CHRISTMAS HOLIDAY (Legal Holiday)*

*HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)*

*NEW YEAR'S DAY (Legal Holiday)*

**SCHOOL RESUMES**

Second Semester Begins

*DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)*

*LINCOLN DAY (Legal Holiday)*

*WASHINGTON DAY (Legal Holiday)*

End of First Progress Reporting Period (High School)

End of Second Progress Reporting Period (Elementary)

MINIMUM DAY Parent Conferences, *Elementary only*

End of Third Quarter (Middle School)

*SPRING RECESS (Recess for Students and Teachers)*

*SPRING HOLIDAY (Local Holiday)*

**SCHOOL RESUMES**

End of Second Progress Reporting Period (High School)

*MEMORIAL DAY (Legal Holiday)*

ATP LAST DAY OF SCHOOL

ATP Teachers – Last Day of School

Final Exam Days, High School (Minimum Days, High School)

End of Second Semester (High School)

End of Fourth Quarter (Middle School)

End of Third Progress Reporting Period (Elementary)

**LAST DAY OF SCHOOL FOR ALL STUDENTS**

(MINIMUM DAY for All Students/Graduation Ceremonies)

**LAST DAY OF SCHOOL FOR ALL TEACHERS**

*Monday, July 5, 2021*

TBD

TBD

Wednesday, August 11, 2021

Thursday, August 12, 2021

Friday & Monday, August 13 & 16, 2021

**Tuesday, August 17, 2021**

Tuesday-Thursday, August 24-26, 2021

Tuesday-Thursday, August 31-September 2, 2021

*Monday, September 6, 2021*

Tuesday-Thursday, September 21-23, 2021

Friday, October 1, 2021 (33 days)

Friday, October 15, 2021 (44 days)

Friday, October 29, 2021 (53 days)

*Monday, November 1, 2021*

Tuesday-Friday, November 2–5, 2021

Thursday, November 11, 2021 (28 days)

*Thursday, November 11, 2021*

*Monday-Wednesday, November 22-24, 2021*

*Thursday-Friday, November 25-26, 2021*

**Monday, November 29, 2021**

Tuesday-Thursday, December 14-16, 2021

Thursday, December 16, 2021 (80 days)

Thursday, December 16, 2021 (42 days)

*Friday, December 17, 2021*

*Monday-Friday, December 20, 2021-January 2, 2022*

*Monday, December 27, 2021*

*Thursday, December 30, 2021*

*Friday, December 31, 2021*

**Monday, January 3, 2022**

Monday, January 3, 2022

*Monday, January 17, 2022*

*Friday, February 11, 2022*

*Monday, February 14, 2022*

Friday, February 18, 2022 (32 days)

Friday, February 18, 2022 (64 days)

Tuesday-Friday, February 22-25, 2022

Friday, March 11, 2022 (47 days)

*Monday-Friday, April 4-8, 2022*

*Friday, April 8, 2022*

**Monday, April 11, 2022**

Friday, April 15, 2022 (35 days)

*Monday, May 30, 2022*

TBD

TBD

Tuesday-Thursday, May 31- June 2, 2022

Thursday, June 2, 2022 (100 days)

Thursday, June 2, 2022 (53 days)

Thursday, June 2, 2022 (58 days)

**Thursday, June 2, 2022**

Friday, June 3, 2022



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 2021-28**  
**ROLE OF THE BOARD: POWERS AND RESPONSIBILITIES**

*WHEREAS*, the Board of Trustees is the educational policy-making body for the District. To effectively meet the District's challenges, the Board and Superintendent must function together as a leadership team. To ensure unity among team members, effective operating procedures, or protocols, must be in place. There are general protocols and those that are specific for the Board and for the Superintendent; and

*WHEREAS, AS A SCHOOL BOARD MEMBER*, I understand and accept as my primary responsibility the goal of providing the opportunity for each student to develop his/her unique abilities to the highest possible level. This goal is sought within the legal and financial framework imposed upon school districts by state and federal legislation. The educational welfare of students, therefore, shall be given first priority in any action taken as a Board member; and

*WHEREAS*, I will keep learning and achievement for each and every student as the primary focus; value, support, and advocate for public education; operate openly with trust and integrity; govern in a dignified and professional manner, treating everyone with civility, dignity, and respect, while honoring the right to disagree with each other; keep confidential matters confidential; uphold the legal requirement for confidentiality on all matters arising from Board meeting Executive Sessions; will keep all conversations taking place in Closed Session absolutely confidential; discuss public matters in publicly noticed Board meetings; focus on policy-making, planning, and evaluation for student success; ensure opportunities for the diverse range of views in the community to inform Board deliberations, and evaluate the District's performance; and

*WHEREAS*, I realize I am a member of a policy-making board which speaks as a body and, as such, I have limited authority outside official meetings of the Board. I am aware the success of Capistrano Unified School District's educational programs is dependent, in part, on my ability to work with my fellow Board members in a spirit of harmony and cooperation despite differences of opinion among Trustees. A sense of loyalty to other Trustees and respect for Board decisions voted on by Board majority and cooperatively reached is, therefore, another consideration in my actions as an individual Trustee.

*THEREFORE BE IT RESOLVED, AS A SCHOOL BOARD MEMBER*, I will strive to make decisions based upon providing the best educational opportunities for students of Capistrano Unified School District within the guidelines of state and federal legislation, coupled with the expressed views of local citizenry.

It shall be the responsibility of the Superintendent, in her preparation of the agenda for the annual organizational meeting, to provide for readoption of this Resolution by the Board of Trustees.

PASSED AND ADOPTED, on this 16<sup>th</sup> day of December 2020, by the Board of Trustees of the Capistrano Unified School District.

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
NOVEMBER 18, 2020  
EDUCATION CENTER – BOARD ROOM

*Due to the nature of the COVID-19 pandemic and in accordance with Governor Newsom's Executive Order N-29-20, issued on March 17, 2020, the Board members will have the option to attend the meeting and take action on any item telephonically.*

President Reardon called the meeting to order at 4:04 p.m.

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

**ROLL CALL:**

Present: Trustees Bullockus, Castellanos, Holloway, Jones, and Reardon

Absent: Trustees Hanacek and McNicholas

The Board recessed to closed session to discuss: Public Health Emergency; Conference with Legal Counsel – Anticipated Litigation; Conference with Legal Counsel – Existing Litigation; Conference with Real Property Negotiators; Conference with Labor Negotiators; Public Employee Discipline/Dismissal/Release

**Closed Session  
Comments**

The regular meeting of the Board of Trustees was called to order by President Reardon at 7:01 p.m.

**ROLL CALL:**

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

Absent: None

The Pledge of Allegiance was led by Jim Reardon, President, Board of Trustees.

**Pledge of  
Allegiance  
Permanent Record**

**The Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's office as a matter of the permanent record. An audio recording of the meeting is available on the District website: [www.capousd.org](http://www.capousd.org)**

It was moved by Trustee Jones and seconded by Trustee McNicholas and motion carried by a 6-0-1 roll call vote to adopt the Regular Board agenda.

**Adoption of the  
Board Agenda**

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

NOES: None

ABSENT: Trustee Holloway

Trustee Holloway rejoined the meeting telephonically.

Trustee Hanacek recommended agenda item #35 be presented last on the agenda.

President Reardon asked Colleen Hayes, Manager II - Board Operations/ Superintendent's Office to read the report out of closed session:

**President's Report  
from Closed  
Session Meeting**

**Agenda Item #3A– Public Health Emergency**

Trustees gave direction to staff.

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

Significant Exposure to Litigation – Five Cases

Trustees voted 7-0 to approve the staff recommendation on the following cases:

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
NOVEMBER 18, 2020  
EDUCATION CENTER – BOARD ROOM

ADR Case Number 20200813  
ADR Case Number 20200928  
ADR Case Number 20201019  
ADR Case Number 20201023  
ADR Case Number 20201026

Significant Exposure to Litigation – One Case – B-6  
Martinez v. State of California Special Education Class Action Litigation  
No reportable action.

Significant Exposure to Litigation – One Case – B-7  
Trustees gave direction to staff.

**Agenda Item #3C – Conference with Legal Counsel – Existing Litigation**

Significant Exposure to Litigation – Two Cases  
Trustees voted 7-0 to approve staff recommendation on the following cases:  
OAH Case Number 2020060471  
OAH Case Number 2020070107

**Agenda Item #3D – Conference with Real Property Negotiators**

Property: 33122 Valle Rd, San Juan Capistrano, CA 92675, SchoolsFirst Federal Credit Union  
No reportable action.

**Agenda Item #3E – Conference with Labor Negotiators**

Trustees gave direction to staff.

**Agenda Item #3F – Public Employee Discipline/Dismissal/Release**

Trustee gave direction to staff.

Superintendent Vital reported on the various activities at our sites in the past weeks.

**Board and  
Superintendent  
Comments  
Oral  
Communications**

The following speakers addressed the Board:

- *Jennifer Ellinger spoke regarding the block schedule and the need to reevaluate the reopening plan.*
- *Johanna Roberts spoke regarding grades during the pandemic and distance learning.*
- *Michele Ploessel-Campbell spoke regarding COVID-19, charter schools and education.*

**CONSENT CALENDAR**

**Consent Calendar**

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

President Reardon asked Trustees for items they wished to pull from the Consent Calendar. Staff pulled agenda item 22, Trustee Hanacek pulled agenda item 20.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
NOVEMBER 18, 2020  
EDUCATION CENTER – BOARD ROOM

It was moved by Trustee McNicholas and seconded by Trustee Hanacek, motion carried by a 7-0 roll call vote to approve the following Consent Calendar with the exception of items pulled.

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

Student Advisor Bhaskar voted aye to approve the Consent Calendar.

Approval of donations of funds and equipment.

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2).

Approval of the District standardized Independent Contractor, Professional Services, Field Service and Master Contract agreements.

Approval of amendment of Resolution No. 2021-08, Emergency Flood Mitigation and Repair Services to include American Technologies, Incorporated (ATI) and Baldwin Builders for flood mitigation services due to a fire system supply line rupture at Vista Del Mar Elementary School.

Approval of Award of Bid No. 2021-09, Philip Reilly Elementary School Shade Structure to A2Z Construct Incorporated.

Approval of Change Order No. 1, Bid No. 1920-08, CCA Portable Classroom Project at Capistrano Valley High School related to the return of the unused allowance from the project.

**Donation of Funds  
and Equipment  
Agenda Item 1  
Purchase Orders,  
Commercial  
Warrants and  
Previously Board-  
Approved Bids  
and Contracts  
Agenda Item 2  
Independent  
Contractor,  
Professional  
Services, Field  
Service, and  
Master Contract  
Agreements  
Agenda Item 3  
Amend Resolution  
2021-08,  
Emergency Flood  
Mitigation and  
Repair Services  
Agenda Item 4  
Award Bid No.  
2021-09, Philip  
Reilly Elementary  
School Shade  
Structure – A2Z  
Construct  
Incorporated  
Agenda Item 5  
Change Order No.  
1, Bid No. 1920-  
08, CCA Portable  
Classroom Project  
at Capistrano  
Valley High  
School  
Agenda Item 6**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
NOVEMBER 18, 2020  
EDUCATION CENTER – BOARD ROOM

Approval of Change Order No. 1, Bid No. 2021-07 for the Bridges Community Day High School Restroom Portable Project related to alterations of unknown site conditions and existing utilities.	<b>Change Order No. 1, Bid No. 2021-07, Bridges Community Day High School Restroom Portable Project Agenda Item 7</b>
Approval of Change Order No. 4, Bid No. 1920-07 for the Tesoro High School Turf and Sand Volleyball Court Project related to the installation of concrete under exterior stairs at Building D.	<b>Change Order No. 4, Bid No. 1920-07, Tesoro High School Turf and Sand Volleyball Court Project Agenda Item 8</b>
Approval of Change Order No. 5, Bid No. 1920-04 for the Aliso Niguel High School STEM Building is related to credits back to the District for scope eliminations, as well as additions related to unforeseen utilities issues and a correction due to incorrect sizing for the elevator.	<b>Change Order No. 5, Bid No. 1920-04, Aliso Niguel High School Stem Building Project Agenda Item 9</b>
Approval of the Final Acceptance and filing of the Notice of Completion for Bid No. 1920-08 for the CCA Portable Classroom Project at Capistrano Valley High School.	<b>Final Acceptance and Filing of Notice of Completion for Bid No. 1920-08, CCA Portable Classroom Project at Capistrano Valley High School Agenda Item 10</b>
Approval of License Agreement with College and Career Advantage for use of real property at Capistrano Valley High School.	<b>License Agreement for Use of Real Property at Capistrano Valley High School – College and Career Advantage Agenda Item 11</b>
Approval to utilize the State of California Multiple Award Schedule (CMAS) Contract No. 4-18-75-0059C, General Service Administration (GSA) Schedule No. GS-02F-0207X and any subsequent revisions, amendments, and extensions awarded to Supply Solutions, for the purchase and warranty of office products, and restroom supplies and accessories as needed by the District.	<b>State of California Multiple Award Schedule Contract No. 4-18-75-0059c, General Services Administration Schedule No. GS-02F-0207X, Purchase and Warranty of Office Products, and Restroom</b>

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
NOVEMBER 18, 2020  
EDUCATION CENTER – BOARD ROOM

Approval to utilize the State of California Multiple Award Schedule (CMAS) Contract No. 4-20-00-0126B, Base Schedule No. 080819-TFU, and any subsequent revisions, amendments, and extensions awarded to Tarkett USA, Incorporated, for the purchase, warranty, maintenance, and installation of carpet and floor coverings as needed throughout the District.

**Supplies and  
Accessories –  
Supply Solutions  
Agenda Item 12  
State of California  
Multiple Award  
Schedule Contract  
No. 4-20-00-  
0126B, Base  
Schedule No.  
080819-TFU,  
Purchase,  
Warranty,  
Maintenance, and  
Installation of  
Carpet and Floor  
Coverings –  
Tarkett USA,  
Incorporated  
Agenda Item 13  
State of California  
Multiple Award  
Schedule Contract  
No. 4-20-00-  
0130A, Base  
Schedule No.  
AEPA IFB# 020-  
A, Purchase,  
Warranty,  
Installation, and  
Maintenance of  
Athletic Surfaces  
– Astroturf  
Corporation  
Agenda Item 14  
Education  
Technology Joint  
Powers Authority  
Master Contract –  
Hoonuit, LLC  
Agenda Item 15  
Resolution No.  
2021-22, State  
Allocation Board  
and School  
Facility Program  
Proposition 51  
Beyond Bond  
Authority  
Acknowledgment  
Agenda Item 16**

Approval to utilize the State of California Multiple Award Schedule (CMAS) Contract No. 4-20-00-0130A, Base Schedule No. AEPA IFB# 020-A, and any subsequent revisions, amendments, and extensions awarded to AstroTurf Corporation, for the purchase, warranty, installation, and maintenance of athletic surfaces as needed throughout the District.

Approval to utilize the Education Technology Joint Powers Authority (Ed Tech JPA) Master Contract, awarded to Hoonuit, LLC and any subsequent revisions, amendments, and extensions, for the purchase and warranty of certain education support software, specifically electronic educational intelligence and analytics solution, as needed by the District.

Approval of Resolution No. 2021-22, State Allocation Board and School Facility Program Proposition 51 Beyond Bond Authority Acknowledgment.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
NOVEMBER 18, 2020  
EDUCATION CENTER – BOARD ROOM

Approval of Resolution No. 2021-23, Approving the Annual and Five-Year Reportable Fees Report for Fiscal Year 2019-2020, in compliance with Government Code § 66006 and § 66001.

**Resolution No. 2021-23, Approving the Annual and Five-Year Reportable Fees Report for Fiscal Year 2019-2020, in Compliance with Government Code § 66006 and § 66001**

Approval of Resolution No. 2021-24, Authorization to Sign Applications and Associated Documents and Support of Applications in Support of Applications for Eligibility Determination and Funding.

**Agenda Item 17 Resolution No. 2021-24, Authorization to Sign Applications and Associated Documents and Support of Applications for Eligibility Determination and Funding**

Approval of Resolution No. 2021-25, In Support of the Filing of an Application for State Funding for Capistrano Unified School District Eligible Facilities.

**Agenda Item 18 Resolution No. 2021-25, in Support of The Filing of an Application For State Funding for Capistrano Unified School District Eligible Facilities**

Approval of the ratification of the agreement for participation with the Art Masters Legacy Program at Carl Hankey Middle School for 2020-2021.

**Agenda Item 19 Agreement for Participation with the Art Masters Legacy Program 2020-2021**

Approval of Burn-In Mindset Consulting Services Agreement November 18, 2020 – June 30, 2021.

**Agenda Item 21 Burn-In Mindset Consulting Services Agreement**

Approval of the ratification of the Independent Contractor Agreement with California Youth Services July 1, 2020 – June 30, 2021.

**Agenda Item 23 California Youth Services Independent Contractor Agreement July 1, 2020 – June 30,**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
NOVEMBER 18, 2020  
EDUCATION CENTER – BOARD ROOM  
2021

Approval of the ratification of the Hybrid and Distance Learning Collaborative Letter of Agreement, November 1, 2020 – November 30, 2021.

**Agenda Item 24  
Hybrid and  
Distance Learning  
Collaborative  
Letter of  
Agreement**

Approval of the ratification of Agreement No. 50458 with the Orange County Superintendent of Schools, Strong Workforce Program K12 (SWP K12) Pathway Improvement Grant (Round 2) Service Agreement for the period of July 1, 2020 through December 31, 2022.

**Agenda Item 25  
Agreement No.  
50458 with the  
Orange County  
Superintendent of  
Schools**

Approval of the School Plans for Student Achievement (SPSA) and Budgets for the 2020-2021 school year.

**Agenda Item 26  
School Plans for  
Student  
Achievement and  
Budgets For 2020-  
2021**

Approval of the Clinical Affiliation Agreement with Emerson College, effective on November 19, 2020 and continuing through June 30, 2022.

**Agenda Item 27  
Clinical Affiliation  
Agreement with  
Emerson College**

Acceptance of Williams Settlement Legislation Uniform Complaint First Quarter Report.

**Agenda Item 28  
First Quarter  
Report – Williams  
Settlement  
Legislation  
Uniform  
Complaint**

Approval of Annual Report – Williams Settlement Legislation, 2019-2020 School Year.

**Agenda Item 29  
Annual Report –  
Williams  
Settlement  
Legislation, 2019-  
2020 School Year**

Approval of the activity list for employment, separation, and additional assignments of certificated employees.

**Agenda Item 30  
Resignations/  
Retirements/  
Employment -  
Certificated  
Employees**

Approval of the activity list for employment, separation, and additional assignments of classified employees.

**Agenda Item 31  
Resignations/  
Retirements/  
Employment -  
Classified  
Employees**

Approval of the October 21, 2020 Regular Board Meeting Minutes.

**Agenda Item 32  
School Board  
Minutes  
Agenda Item 33**



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
NOVEMBER 18, 2020  
EDUCATION CENTER – BOARD ROOM

President Reardon recognized Gregory Merwin, Chief Academic Officer, Education and Support Services to present the item.

**Ratification of  
Addendum #3  
Reopening Plan  
for 2020-2021  
School Year  
Agenda Item 20**

It was moved by Trustee Hanacek and seconded by Trustee Bullockus to approve the Ratification of Addendum #3 Reopening Plan for 2020-2021 School Year as amended.

Superintendent Vital summarized the following language: *After registration is confirmed, if demand for Programs A and B at any elementary school exceeds 70% or if there are no available seats for new enrollment, students will be able to attend a different elementary school campus to support all Program A and B learning requests. Students who are not able to attend Program A or B at their school of residence in the third trimester will be able to return to their school of residence for the 2021-2022 school year. School of residence is defined as the school where the student was originally attending before moving to Program C. The student would then have priority to return to that school.*

The motion carried 7-0 by a roll call vote.

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

Student Advisor Bhaskar voted aye to approve the Ratification of Addendum #3 Reopening Plan for 2020-2021 School Year.

President Reardon recognized Susan Holliday, Chief Administrative Officer, Education and Support Services to present the item.

**Budget Overview  
for Parents 2020-  
2021  
Agenda Item 22**

It was moved by Trustee Jones and seconded by Trustee McNicholas to approve the Budget Overview for parents 2020-2021. The motion carried 7-0 by a roll call vote.

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

Student Advisor Bhaskar voted aye to approve the Budget Overview for Parents 2020-2021.

President Reardon recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

**Certification of  
the 2020-2021  
First Interim  
Report  
Agenda Item 34**

It was moved by Trustee Jones and seconded by Trustee Bullockus to approve the Certification of the 2020-2021 First Interim Report. The motion carried 7-0 by a roll call vote.

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

Student Advisor Bhaskar voted aye to approve the Certification of the 2020-2021 First Interim Report.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
NOVEMBER 18, 2020  
EDUCATION CENTER – BOARD ROOM

President Reardon recognized Susan Holliday, Chief Administrative Officer, Education and Support Services to present the item.

**First Reading -  
Board Policy  
5131.2, Bullying  
Agenda Item 36**

Trustees gave direction to staff to bring back this policy for a second reading.

President Reardon recognized Greg Merwin, Chief Academic Officer, Education and Support Services and Susan Holliday, Chief Administrative Officer, Education and Support Services to present the item.

**Report on High  
School Student  
Data, Based on the  
Implementation of  
the Temporary  
Board Policy  
T6146.1, High  
School  
Graduation  
Requirements,  
Board Approved  
on July 15, 2020,  
and Reagendized  
on August 5, 2020,  
with Direction to  
Return to the  
Board, with  
Student Outcomes  
Agenda Item 37**

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

Trustees gave direction to staff to bring back this policy for a second reading.

**First Reading –  
Special Education  
Local Plan Area  
Agenda Item 38**

President Reardon recognized Gregory Merwin, Chief Academic Officer, Education and Support Services to present the item.

It was moved by Trustee Jones and seconded by Trustee Holloway to waive the second reading on the Special Education Local Plan Area. The motion carried 7-0 by a roll call vote.

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

Student Advisor Bhaskar voted aye to waive the second reading on the Special Education Local Plan Area.

It was moved by Trustee McNicholas and seconded by Trustee Jones to approve the Special Education Local Plan Area. The motion carried 7-0 by a roll call vote.

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

Student Advisor Bhaskar voted aye to approve the Special Education Local Plan Area.

President Reardon recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

**Amendment to  
Reciprocal  
Parking License  
Agreement for**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
NOVEMBER 18, 2020  
EDUCATION CENTER – BOARD ROOM

It was moved by Trustee Jones and seconded by Trustee Bullockus to approve Amendment to the Reciprocal Parking License Agreement with the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints. The motion carried 7-0 by a roll call vote.

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

**San Juan Hills  
High School – the  
Corporation of  
the Presiding  
Bishop of the  
Church of Jesus  
Christ of Latter-  
Day Saints  
Agenda Item 39**

Student Advisor Bhaskar voted aye to approve Amendment to the Reciprocal Parking License Agreement with the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints.

President Reardon recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

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

President Reardon recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

It was moved by Trustee Bullockus and seconded by Trustee McNicholas to adopt Resolution No. 2021-26, A Resolution of the Board of Trustees of the Capistrano Unified School District Authorizing the Issuance of Not-to-Exceed \$5,000,000 Aggregate Principal Amount of Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) Special Tax Bonds, Series 2020, Approving the Execution and Delivery of a Second Supplemental Indenture, a Bond Purchase Agreement and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto. The motion carried 7-0 by a roll call vote.

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

Student Advisor Bhaskar voted aye to adopt Resolution No. 2021-26, A Resolution of the Board of Trustees of the Capistrano Unified School District Authorizing the Issuance of Not-to-Exceed \$5,000,000 Aggregate Principal Amount of Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) Special Tax Bonds, Series 2020, Approving the Execution and Delivery of a Second Supplemental Indenture, a Bond Purchase Agreement and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto.

**Update on  
Financing Plans  
for the Pacifica  
San Juan  
Community  
Facilities District  
Agenda Item 40  
Resolution No.  
2021-26, a  
Resolution of the  
Board of Trustees  
of the Capistrano  
Unified School  
District  
Authorizing the  
Issuance of Not-  
to-Exceed  
\$5,000,000  
Aggregate  
Principal Amount  
of Community  
Facilities District  
No. 98-1A of the  
Capistrano  
Unified School  
District (Pacifica  
San Juan) Special  
Tax Bonds, Series  
2020, Approving  
the Execution and  
Delivery of a  
Second  
Supplemental  
Indenture, a  
Bond Purchase  
Agreement and a  
Continuing  
Disclosure  
Certificate and**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
NOVEMBER 18, 2020  
EDUCATION CENTER – BOARD ROOM

**the Preparation of  
an Official  
Statement and  
Other Matters  
Related Thereto  
Agenda Item 41  
Resolution No.  
2021-27, a  
Resolution of the  
Board of Trustees  
of the Capistrano  
Unified School  
District  
Authorizing the  
Issuance of Not-  
to-Exceed  
\$8,000,000  
Aggregate  
Principal Amount  
of Community  
Facilities District  
No. 98-1B of the  
Capistrano  
Unified School  
District (Pacifica  
San Juan) Special  
Tax Bonds, Series  
2020, Approving  
the Execution and  
Delivery of a First  
Supplemental  
Indenture, a  
Bond Purchase  
Agreement and a  
Continuing  
Disclosure  
Certificate and  
the Preparation of  
an Official  
Statement and  
Other Matters  
Related Thereto  
Agenda Item 42  
Bond March 2020  
Post-Election  
Analysis  
Presentation  
Agenda Item 35**

President Reardon recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

It was moved by Trustee McNicholas and seconded by Trustee Bullockus to adopt Resolution No. 2021-27, A Resolution of the Board of Trustees of the Capistrano Unified School District Authorizing the Issuance of Not-To-Exceed \$8,000,000 Aggregate Principal Amount of Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan) Special Tax Bonds, Series 2020, Approving the Execution and Delivery of a First Supplemental Indenture, a Bond Purchase Agreement and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto. The motion carried 7-0 by a roll call vote.

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

NOES: None

ABSENT: None

Student Advisor Bhaskar voted aye to adopt Resolution No. 2021-27, A Resolution of the Board of Trustees of the Capistrano Unified School District Authorizing the Issuance of Not-To-Exceed \$8,000,000 Aggregate Principal Amount of Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan) Special Tax Bonds, Series 2020, Approving the Execution and Delivery of a First Supplemental Indenture, a Bond Purchase Agreement and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto.

President Reardon recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

The following speakers addressed the Board:

- *Michele Ploessel-Campbell spoke regarding the bonds.*

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
NOVEMBER 18, 2020  
EDUCATION CENTER – BOARD ROOM

It was moved by Trustee Jones and seconded by Trustee Bullockus to adjourn the meeting, **Adjournment**  
motion carried 7-0 by a roll call vote.

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

Student Advisor Bhaskar voted aye to adjourn the meeting.

President Reardon announced the meeting adjourned at 10:16 p.m.

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Board Clerk

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Secretary, Board of Trustees

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

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services  
Gregory Merwin, Chief Academic Officer, Education and Support Services

Prepared by: Natalie Baptiste, Coordinator, Language Acquisition and Student Support  
Laura Lyon, Executive Director, Human Resource Services/Employee Engagement  
Donald Mahoney, Assistant Superintendent, SELPA Special Education Services  
Rebecca Pianta, Coordinator, Counseling and Student Support  
Virginia Reischl, Curriculum Specialist  
Dave Stewart, Assistant Superintendent, School Leadership and Instruction, Elementary  
Stacy Yogi, Executive Director, State and Federal Programs

Date: December 16, 2020

Board Item: Cultural Proficiency Plan

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**HISTORY**

Over the past few years, a strategic focus has been on teaching and learning and using data to drive decisions. Multi-year Districtwide data indicated inequities among student groups and led to ongoing conversations in leadership meetings at both the site and District levels. In response, a renewed focus on Professional Learning Communities, work with Luis Cruz, and decisions to pursue professional learning in cultural proficiency came about.

In 2019-2020, a priority and formal goal of the Board of Trustees was to “Implement Innovative programs and systems to increase twenty-first century solutions that prepare students for college and career, as well as meet the learning and social emotional needs of all students.” To support this goal, Education Services initiated work specifically in the areas of Social Emotional Learning (SEL) and Cultural Proficiency as articulated below in 2 deliverables:

- In partnership with Student Support Services, develop District SEL committee to review current practices, policies, California Healthy Kids Survey (CHKS) data, Positive Behavior Intervention and Supports (PBIS) and Restorative Practices, discipline data, attendance data, grade data and use of social media/technology to develop a 3-year Districtwide strategic SEL plan
- Create a Cultural Proficiency Task Force to develop a 3-year professional learning plan

## **BACKGROUND INFORMATION**

A Cultural Proficiency Task Force was established in the Fall of 2019 and members include certificated, classified, management representatives from elementary, middle and high schools, as well as the District office. The Student Advisor to the Board and parent representatives from Capistrano Unified Council Parent Teacher Student Association (CUCPTSA), Community Advisory Committee (CAC), and Local Control Accountability Plan Parent Advisory Committee (LCAP PAC) are also members. During the 2020-2021 school year, additional high school student representatives were added, representing the high schools and CUSD Against Racism core organizers.

Four meetings were held during the 2019-2020 school year and work focused on establishing common language, learning about the cultural proficiency framework, developing a mission statement, analyzing District data for equity gaps, and gathering input for the development of the Cultural Proficiency Plan. Work in the 2020-2021 school year will focus on final development, implementation, and monitoring of the Cultural Proficiency Plan.

To build capacity as a District and to be able to develop a thoughtful and relevant Cultural Proficiency plan, the 2019-2020 school year focused on staff training in a variety of forms including a book study, extensive 10-day certification course, partnerships with community-based organizations, and training for District management.

At the November 4, 2020 Board workshop, staff presented a draft plan for feedback.

## **CURRENT CONSIDERATIONS**

Several revisions were made to the Cultural Proficiency Plan based on Board input from the November 4, 2020 Board Workshop. Additional information was shared by CUSD Against Racism and the Cultural Proficiency Task Force in meetings after November 4, 2020, and those recommendations are listed separately for consideration underneath each applicable goal.

### **Revised Mission Statement**

The Cultural Proficiency Task Force Mission was revised to add the word “measurable”. The revised mission is: To facilitate measurable systemic change that increases learning outcomes for all students by engaging in on-going reflection to ensure an inclusive environment where students, staff and the community value diversity.

### **Re-Ordered Goals**

The goals have been reordered to better indicate a focus on a reduction in harassment on school campuses and suspension rates and an increase in cultural proficiency and diverse staff.

<b>Previous Goal Order</b>	<b>New Goal Order</b>
1 Chronic Absenteeism	1 CHKS Harassment
2 CHKS Harassment	2 Suspension
3 Suspension	3 Cultural Proficiency
4 A-G Completion	4 Diverse Representation

5 Advanced Placement	5 Chronic Absenteeism
6 Cultural Proficiency	6 A-G Completion
7 Diverse Representation	7 Advanced Placement

### **Cultural Proficiency Plan Revisions by Goal**

The plan includes strategies for increasing cultural proficiency for both adults and students, and outlines the actions, people involved and responsible, resources needed and funding sources, intended results and when the actions are completed. (Addendum #1)

#### **Goal 1: CHKS Harassment**

##### **1.1**

- Clarified that the anti-bullying training includes clearly defining bullying as or not limited to actions based on actual or perceived race, ethnicity, religion, gender, weight, health or sexuality; added a special focus on staff response and follow-up on reports of bullying
- Added increased outreach and communication about Parent Information meetings for CHKS Parent and Student Surveys and the value of the CHKS survey data provides our schools to address climate and safety needs
- Revised Welcoming School posters to Inclusive School posters
- Revised to state translation of important documents and information (includes translation texting app)
- Added that the Where Everybody Belongs (WEB) and Link Crew programs would be at all middle and high schools
- Added exploring developing a Board Policy on support for LGBTQ students

*Additional recommendation: Examine Board Policy 0410, Nondiscrimination, in District Programs and Activities for possible inclusion of language that supports and affirms marginalized groups.*

##### **1.2**

- Clarified that the anti-bullying lessons includes clearly defining bullying as or not limited to actions based on actual or perceived race, ethnicity, religion, gender, weight, health or sexuality
- Added School Psychologists and Intervention Specialists to people responsible for Counseling
- Added developing multiple ways for students to report bullying and outreach to increase awareness

#### **Goal 2: Suspension Rate:**

- Added metrics for socioeconomically disadvantaged student group: Baseline 4.3 percent  
Target: 3.2 percent

##### **2.1**

- Included that administrators will understand manifestation determination for Special Education in the discipline protocol and policies as part of the Discipline Training
- For analyzing disaggregated suspension data, added also reviewing office referral data; added additional staff responsible including the Assistant Superintendent, Special



Education, Director, Related Services, Site Administrators and PBIS Teams; added that it would be completed annually

*Please note: staff revised the completion date for the Data Warehouse from June 2023 to June 2021 (contract was Board approved in September, 2020).*

## 2.2

- Added supports for preschool and elementary students (eg. Parent collaboration, counseling, pre-teaching, behavior contracts) to address early intervention

### **Goal 3: Cultural Proficiency:**

#### 3.1

- Added opportunity for new members to be involved in site teams for the Cultural Proficiency Task Force
- For School of Choice, added report to Board with recommendation based on the results
- Added review practices for supplemental costs (eg. parking fees, yearbook costs, extra curriculars) for an access and equity analysis with a report to the Board and recommendation

*Please note: In response to principal feedback, staff revised the completion date for the Implicit Bias Module Series training from June 2021 to August 2021.*

*Please note: For data analysis for equity gaps, staff revised the “who is responsible” column to include “District Leaders” in order to increase responsibility beyond just principals and staff.*

*Additional recommendation: When staff met with representatives from CUSD Against Racism, one of the values presented was more representation of anti-racism within the Plan with the inclusion of anti-racism components in professional learning, parent education, and cultural proficiency lessons. The lessons and content will go through the Instructional Material Review Committee (IMRC) and Board approval process.*

#### 3.2

- For Ethnic Studies Course, changed Explore Ethnic Studies Course to Implement Ethnic Studies Course. Revised the Completion timeline from June 2023 to Development in 2021 through 2023, and pilot course in 2023-2025 and return to the Board for further direction in Fall 2025. Note: Women’s literature and Black literature are already embedded in the existing English I, II, III, and IV courses

### **Goal 4: Diverse Representation:**

- Revised metric from increase from 19.5 percent across all employee groups to Certified Staff Baseline 16.6 percent, Target: 20.0 percent, and Management Staff Baseline 19.2 percent, Target 25.0 percent

#### 4.1

- Added including out of District applicants when possible

## **Goal 5: Chronic Absenteeism:**

### **5.1**

- Added new and better ways to increase engagement for parent outreach (eg. home visits, working with non-profits and community-based agencies)

### **5.2**

- Added student input to determine attendance incentives
- Added sharing successful models/talent mining (eg. Capistrano Valley Counselor Attendance Plan) to establishing attendance goals and action plan resources
- Defined secondary counselor to student ratio of 1:425

## **Goal 6: A-G Completion**

### **6.1**

- Added to create an understandable format/tool to educate parents on A-G; Added parents including upper elementary and middle school to people involved in education campaign
- Added parent education regarding College and Career Advantage (CCA) courses being 100 percent A-G approved to increase enrollment in CCA courses to increase A\_G completion rate and increased Prepared status on College and Career Indicator on the CA School Dashboard

### **6.2**

- Added Education Specialists to people responsible for academic goal setting with students
- In addition to educating students on A-G, added educating students on graduation requirements and post-secondary options; Also added Education Specialists as staff responsible; added presentations at student assemblies as one of the intended results
- Added College and Career Centers at high schools to offer more personalized delivery of college and career guidance
- Added partner with CCA to offer internships for teaching career pathway to build internal talent

*Additional recommendation: In support of the District's Wildly Important Goal #1, to increase postsecondary options, add a Career Series for fourth and fifth grade students during Extended Learning to increase awareness and preparedness for career pathway plans for middle and high school.*

## **Goal 7: Advanced Placement (AP)**

### **7.1**

- Added opt-out options under resources for AP for all
- Added parent education regarding CCA Honors weighted courses to provide a greater awareness to support student preparedness for college, career and AP readiness

*Additional recommendation: Review Board Policy 6172, Gifted and Talented Education Program, during the normal annual policy review process to identify if revisions are needed. If revisions are recommended, staff would present these recommendations to the Board as a first reading of Board Policy 6172.*

## 7.2

- Added student education regarding CCA Honors weighted courses to provide a greater awareness to support student preparedness for college, career and AP readiness and grade point average outcomes

The Cultural Proficiency Task Force will meet quarterly to monitor the implementation of the plan and will share progress annually with the Board.

### **FINANCIAL IMPLICATIONS**

Actions and services in the Cultural Proficiency Plan are funded by various sources including General Funds, Local Control Funding Formula (LCFF) Supplemental, Low-Performing Block Grant, CARES Act, and Title I, II, III, and IV.

<b><u>Action</u></b>	<b><u>Cost</u></b>	<b><u>Funding Source</u></b>
PBIS training	\$20,000	LCFF Supplemental
Inclusive Schools posters	\$100	Title IV
Translation contracts	\$25,000	LCFF Supplemental
Interpretation contracts	\$12,000	Title III
Link Crew and Where Everybody Belongs (WEB) training	\$50,000	Title IV
Training on multi-sensory, differentiation, and intervention	\$10,000	LCFF Supplemental
No Place for Hate program contracts	\$6,000 per school	Low-Performing Block Grant
OCDE Access and Equity training	\$35,100	Title IV
CTA Unconscious Bias training	\$36,000	Title II
Cultural Proficiency Task Force meetings	\$5,000	Title IV
Diverse Curriculum novels	\$193,600	LCFF Supplemental
Curriculum Alignment Guide development	\$20,160	LCFF Supplemental
Ethnic Studies curriculum development	\$3,060	Title IV
Ethnic Studies training contract	\$2,500	Title II
OCTA bus passes	\$45,000	Title I
Data Warehouse (Board approved 9/2020)	\$260,000	CARES Act
Attendance incentives	\$10,000	LCFF Supplemental
School Counselors ( <i>this is a budgetary proposal and would return to the Board for approval tied to the budgetary process</i> )	\$1.6 million	General Fund
AP teacher training	\$23,000	Title IV
AP Summer Camp	\$6,500	Title IV

### **STAFF RECOMMENDATION**

It is recommended the Board President recognize Susan Holliday, Chief Administrative Officer, Education and Support Services, to present this item. Following discussion, it is recommended the Board of Trustees approve the Cultural Proficiency Plan.

**PREPARED BY:** Natalie Baptiste, Coordinator, Language Acquisition and Student Support  
Laura Lyon, Executive Director, Human Resource Services/Employee Engagement  
Donald Mahoney, Assistant Superintendent, SELPA Special Education Services  
Rebecca Pianta, Coordinator, Counseling and Student Support  
Virginia Reischl, Curriculum Specialist  
Dave Stewart, Assistant Superintendent, School Leadership and Instruction, Elementary  
Stacy Yogi, Executive Director, State and Federal Programs

**APPROVED BY:** Susan Holliday, Chief Administrative Officer, Education and Support Services

## CULTURAL PROFICIENCY PLAN

2020-2023

8 of 25

**Mission:** To facilitate measurable systemic change that increases learning outcomes for all students by engaging in on-going reflection to ensure an inclusive environment where students, staff and the community value diversity.

**Goal 1: Social Emotional - CA Healthy Kids Survey (CHKS):** By June 2023, improvement in school climate will result in a 5% or greater reduction in harassment as reported by identified student groups on the CHKS grades 7th, 9th, 11th question about harassment.

	From:			To:		
	Gr. 7	Gr. 9	Gr. 11	Gr. 7	Gr. 9	Gr. 11
Asian:	27%	27%	25%	22%	22%	20%
Pacific Islander:	35%	17%	18%	30%	12%	13%
Black:	34%	32%	42%	29%	27%	37%
Hispanic:	22%	26%	29%	17%	21%	24%
Am. Indian:	15%	24%	42%	10%	19%	37%

*Baseline Data Source: CA Healthy Kids Survey 2018-2019*

Strategy 1.1: Adults will support a positive school climate and culture.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
PBIS Trainings	School Sites	Coordinator of Counseling and Student Support PBIS Trainers COSA	Training materials, subs, materials, additional assignment hours \$20,000 LCFF Supplemental	Schools District-wide will implement PBIS	PBIS Tier One 2024 PBIS Tier Two 2025
Anti-bullying training that includes clearly defining bullying as or not limited to actions based on actual or perceived race, ethnicity, religion, gender, weight, health, or sexuality.	School Site Staff	Administrators will record a self-paced presentation	Anti-bullying presentation	Staff will understand what is bullying, how to prevent it and how to respond when students are being bullied; Special focus will be on staff response and follow-up	Annually

Review Bullying Board Policy and Administrative Regulation through a cultural proficiency lens	Administrators	Cultural Proficiency Discipline Advisory	Bully Board Policy and Administrative Regulation	Establish clear guidelines on what to do with regards to bullying incidents	Fall 2020
Inclusive school posters	Students	Cultural Proficiency Task Force lead team	Printing of posters \$100 Title IV	Winning posters by grade span displayed at all school sites	Annually June, 2021, 2022, 2023
Translation of important documents and information	Communications Department, Principals, Department Heads Bilingual staff Teachers	Communications Department, Principals, Department Heads	Bilingual Community Services Liaisons and Bilingual staff Translation contracts \$25,000 from LCFF Supplemental for translation contracts	Parent accessibility of important communication/information	On-going
Interpretation at parent meetings	Bilingual Staff Parents	Administrators Staff	Bilingual Community Services Liaisons and Bilingual staff Interpretation Service Contracts (Language Line) \$12,000 Title III	Parent accessibility of important communication/information	On-going
Meetings with Community Advisory Committee and Site Administrators	CAC Principals	CAC Leadership Principals		Semi-annual meeting to enhance partnership and collaboration	Spring and Fall 2021 Spring and Fall 2022 Spring and Fall 2023
Where Everybody Belongs (WEB) Program and Link Crew and other peer support programs for orientation	WEB and Link Crew Coordinators ASB Coordinators	Coordinator of counseling and student support Activities Directors Boomerang Project Staff	Boomerang Project Registration Fee \$50,000 Title IV	Evidence-based training to create an inclusive and welcoming community at all middle and high schools	2024
Explore developing a Board Policy on support for LGBTQ students	Site Administrators	Coordinator, Counseling and Student Support	CSBA Board Policy Resource	Guidance for staff	December 2021

Increased outreach and communication about Parent Information meetings for CHKS Parent and Student Surveys	Site Administrators	Executive Director, Integrated Support Services	Parent Information meetings in morning and evening	Increased CHKS participation	Annually in January
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10 of 25

ADDENDUM #1

Strategy 1.2: Ensure students have access to support and feel connected to school.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
Anti-bullying lessons that includes clearly defining bullying as or not limited to actions based on actual or perceived race, ethnicity, religion, gender, weight, health, or sexuality.	Students	Administrators Counselors Teachers	Presentations	Students understand how to prevent and intervene with bullying incidents	June 2021
Training on multi-sensory, differentiation, and intervention	Teachers	Executive Director, Professional Learning and Employee Engagement Executive Director, Infant-Grade 5	K-3 Wonders Intervention Kit Trainers Teacher additional assignment hours \$10,000 LCFF Supplemental	Training in Multi-Tiered System of Supports and Student Success Teams	Ongoing 2021, 2022, 2023
Increase mainstreaming	Administrators Teachers Parents Students	Administrators Ed Specialists / Case Carrier	IEP meetings	Meaningful integration into mainstreaming classrooms with general education peers	Ongoing 2021, 2022, 2023
Counseling	Students	Counselors School Psychologists Intervention Specialists	Counseling curriculum	Social emotional well-being	August 2021

Staff training and student club programs ( <i>No Place for Hate, Bridges</i> )	Administrators Teachers Students	Anti-Defamation League Orange County Human Relations	Funding for program contract \$6,000 per school Low-Performing Block Grant	Enhanced school climate and inclusivity and reduction in bullying	Completion of program components
Establish new student orientation and mentoring through WEB and Link Crew to foster a welcoming environment	Students	WEB and Link Crew Coordinators Activities Directors	WEB & Link Crew Binder and DVD	Help ensure a smooth transition	June 2023
Inclusivity in orientation and transition meetings/ programs	Principals Staff Parents Students	Principals Staff	List of students	Student in Special Education programs participate in school orientation and transition meetings	Annually at Fall Orientation and Spring Transition meetings/ programs
Develop multiple ways for students to report bullying and outreach to students to increase awareness	Students	Executive Director, Safety and Student Services Coordinator, Counseling and Student Support Site Administrators	Reporting tools	Ease of reporting	August 2021

**Goal 2: Behavior - Suspension:** By June 2023, suspensions will be reduced by 25% or more for identified student groups.

	From:	To:
Foster Youth:	5.5%	4.1%
Students with disabilities:	6.6%	4.9%
Homeless:	4.8%	3.6%
Black:	6.0%	4.5%
Socioeconomically Disadvantaged	4.3%	3.2%
Hispanic:	3.5%	2.6%

Baseline Data Source: CDE Dataquest 2018-2019

Strategy 2.1: Examine and improve discipline practices policies through a cultural proficiency lens and educate adults on those practices.



What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
Restorative Practices Restorative Justice-Teen Court	Administrators Staff Campus and Student Supervisors	Coordinator of Counseling and Student Support Counselor on Special Assignment ELA Curriculum Specialist	Funding to increase trainer of trainers Subs Books \$20,000 LCFF Supplemental	Participants will understand how to implement Restorative Practices	June 2024
Discipline Handbook revisions	Administrators Parents Students	Cultural Proficiency Discipline Advisory Executive Director Safety and Student Support	Discipline Handbook	Staff, parents, and students will understand the district-wide safety procedures	October 2020
Discipline Training	Administrators Family heads and back-ups	Contract Trainer	Training materials	Administrators will understand the discipline protocol and policies including manifestation determination for Special Education	October 2020
Review the Suspension and Expulsion Board Policy and AR	Administrators	Cultural Proficiency Advisory Director Safety and Student Services	Board policy Administrative Regulation	Review policy through a cultural proficiency lens	September 2020
Analyze Disaggregated (ethnicity/race/student group and offense) Office Referrals and Suspension Data	School Site Staff	Executive Director Safety and Student Services Director of Information Systems Coordinator of Counseling and Student Support Assistant Supt., Sp. Ed	Discipline data	Identify at-promise students	December 2021 and ongoing annually

		Director, Related Services Site Administration PBIS Teams			
Establish and use a Data Warehouse	School Staff	Chief Technology Officer Deputy Superintendent	Data Warehouse \$260,000 CARES Act	Easily access disaggregated data for progress monitoring	June 2021

13 of 25

ADDENDUM #1

Strategy 2.2: Educate students about discipline policies and practices.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
Update the District Safety and Student Services Department Website with Discipline Plan and Bully Prevention Protocol	Students	Director of Safety and Student Services	Website	Students understand the discipline process and policies	June 2021
Educating students about discipline procedures	Students	Administrators Staff	Presentation	Students understand the discipline process and policies	June 2021
Supports for preschool and elementary students (eg. parent collaboration, pre-counseling, pre-teaching, behavior contracts)	Students	Teachers Parents Counselors Site Administrators	PBIS training	Positive behavior and early intervention	Ongoing

**Goal 3: Cultural Proficiency:** By June 2023, staff and students will increase their cultural proficiency as measured by a pre-post self-assessment tool.

Strategy 3.1: Adult professional learning to increase equity driven practices.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
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380 of 423

Implicit Bias Module training	Principals, Staff	Principals, Staff	Implicit Bias Modules	All staff complete Kirwan Implicit Bias Modules	August 2021	
Data analysis for equity gaps	Principals Staff	Principals Staff District Leaders	Data from: Dataquest, CHKS, CA School Dashboard, Aeries	School site action plan	June 2022	
OCDE Access and Equity Cultural Proficiency 10-day Certification training	25 Teachers, Principals and District Office Representatives	25 Teachers, Principals and District Office Representatives	Sub cost \$150 per person per day \$1,800 registration cost per person (8 free) Total \$35,100 Title IV	Capacity building	March, 2021	
CTA Unconscious Bias 8-hour after school training	150 Teachers (Fall and Spring cohorts)	Lisa Adams, Diversity and Inclusion Specialist, CTA trainer	CTA Trainer Teacher additional assignment \$36,000 Title II	Learn about unconscious bias, stereotypes, and the system of power and privilege	Fall 2020 Cohort - Oct/Nov 2020 Winter 2021 Cohort - Jan/Feb 2021 Spring 2021 Cohort - March/April 2021	
Cultural Proficiency Professional Learning Series	Employees	Coordinator of Counseling and Student Support Counselor on Special Assignment Diversity Specialists	PowerPoint Presentation Subs Diversity Specialists	Staff will develop an awareness and appreciation of difference and demonstrate culturally proficient behaviors to better support all students	June 2023	
Cultural Proficiency Team Resource	All Staff	Cultural Proficiency Leadership Team All Staff		Staff awareness of availability of Cultural Proficiency Leadership Team to be a problem-solving thought partner	On-going	

Cultural Proficiency Parent Education	Parents PTSA	Coordinator, Counseling CUCPTSA		Topics such as Implicit Bias and Equity	Annually June 2021, June 2022, June 2023
Cultural Proficiency Task Force	Staff Parents Students	Cultural Proficiency Lead Team	Meeting time Additional hours \$5,000 Title IV	Implementation and monitoring of the Plan Opportunities for new members to be involved in site teams	Ongoing quarterly meetings
Examine School of Choice and impact on enrollment		Executive Director, Safety and Student Services	Decision Insight	Summary analysis of data with report to Board with recommendation	December 2021
Ability Awareness and Blue Ribbon Week	School staff Parents Students Community members	Administrators CAC PTSA	Guest speakers and presentations	Build school community awareness, empathy, and inclusion of people with disabilities	Annually 2021, 2022, 2023
Review practices for supplemental costs (eg. parking fees, yearbook costs, extra-curriculars)	High School Assistant Principals	Executive Director, Secondary Executive Director, State and Federal Programs	Cost information	Access and equity analysis, Report to Board and recommendation	December 2021

Strategy 3.2: Increase student voice and students' cultural proficiency.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
Diverse curriculum representing BIPOC populations Begin with Novels	Staff Teachers Curriculum Specialists Task Force Students	Teachers IMRC Approval process/Curriculum Review Committee	Curriculum time for reviewing material and consensus \$193,600 novels \$20,160 teacher additional assignment to	Board Approved	Next IMRC cycle (Oct - Dec 2020)

			develop Curriculum Alignment Guides LCFF Supplemental			
High school student representation on Cultural Proficiency Task Force	High school student representatives, Student Advisor to the Board	Cultural Proficiency Task Force Lead Team Students	None	Staff understanding of student perspective	September, 2020	
Anti-bias training for students	No Place for Hate Clubs ASB	Anti-Defamation League Bridges	Cost of the training \$6,000 per school Low-Performing Block Grant	Empower students to combat bias and bullying as a means to stop the escalation of hate on campus; Training and leadership support on the impact of social media content	Ongoing	
Cultural Proficiency lessons for students	Students	Coordinator of Counseling and Student Support Teachers Counselors	Cost related to the lessons	Students will develop an awareness and appreciation of difference and demonstrate culturally proficient behaviors	June 2023	
Include student representation in site PTSA	Students	CUCPTSA Site PTSAs		Process for student recruitment to PTSA Meeting times where students can participate Student presentations on agendas	June 2021	
Implement Ethnic Studies Course	Staff Task Force OCDE Students	Academic Counselors AP Guidance Curriculum Specialists	Teacher additional assignment for curriculum development \$3,060 Title IV Contract with OCDE for training \$2,500 Title II	A-G Course Equity and Access Inclusivity	Development 2021-23 Pilot 2023-25 Return to Board for further direction in 2025	

**Goal 4: Diverse Representation:** By June 2023, hire, support and retain an increasingly diverse staff representative of the student demographics.

From: To:

New Hires (3 yr. average) - People of Color (POC)

Certificated Staff

Management Staff

16.6% 20.0%

19.2% 25.0%

Baseline Data Source: Human Resource Services

Strategy 4.1: Examine recruiting, hiring and placement practices, on-boarding strategies and staff retention data.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
<p>Examining recruiting and hiring practices</p> <ul style="list-style-type: none"> <li>Expand recruitment efforts to colleges and universities outside of Orange County, including Student Teacher Placements</li> <li>Include out of District applicants when possible</li> <li>Provide training for staff participating in interviewing panels</li> <li>Diverse representation on hiring panels, i.e. ethnicity, job classification, gender, parent groups</li> <li>Nondiscrimination and welcoming women, minorities, and disabled statement on Ed-Join</li> </ul>	Human Resource Services staff in collaboration with other department leaders.	Human Resource Services staff	<p>Participate in a minimum of 2 Hiring Fairs annually from areas outside of OC</p> <p>Ensure diversity in the panel of presenters, as practicable, based on recruitment and job classifications appropriate for that panel</p> <p>Work collaboratively with universities in other counties to help place Student Teachers in our district</p> <p>Training materials for panel members</p> <p>Committee to review application and interviewing practices</p>	Greater representation of ethnic groups across all employee groups.	<p>June 2021</p> <p>June 2022</p> <p>June 2023</p>

<ul style="list-style-type: none"> <li>Diverse representation in advertising for jobs on multiple platforms including social media.</li> </ul>					
<ul style="list-style-type: none"> <li>On-boarding</li> <li>Review CUSD's commitment to equity and Cultural Proficiency at on-boarding appointments for new staff</li> <li>Utilize the New Teacher Orientation to share our work in Cultural Proficiency with new teachers</li> <li>Welcome slide deck and/or video for classified staff</li> </ul>	Human Resource Services Staff	Human Resource Services staff	Add to the existing onboarding welcome packet the district's commitment to equity and cultural proficiency  HR presentation at the New Teacher Orientation  Creation of slide deck/video for new Classified employees	All new hires understand the district's commitment to an equitable and bias free workplace	Ongoing
<ul style="list-style-type: none"> <li>Staff retention</li> <li>Compile data to identify trends in attrition of staff</li> </ul>	Human Resource Services staff	Human Resource Services staff	Data collection Exit survey	Based on data, create systems of support to address attrition	Annually December 2021, 2022
Examine procedures for placement of surplus staff	Human Resource Services Administrators	Human Resource Services Administrators		Surplused process is reflective of the needs of individual school sites	Fall 2021 and ongoing

**Goal 5: Social-Emotional - Attendance:** By June 2023 **chronic absenteeism** rates will be reduced by 25% or more for identified student groups:

Foster Youth:	From:	To:
Students with disabilities:	28.5%	21.3%
Homeless:	15.6%	11.7%
SED:	14.3%	10.7%
Black:	14.1%	10.5%
	13.5%	10.1%



Strategy 5.1: Help staff and parents understand the importance of attendance.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
Annual chronic absenteeism presentation and discussion at DELAC meeting about current and long-term effects of school absences	Office of Language Acquisition Staff Parents of English learners Students who are English learners	Coordinator, Language Acquisition Executive Director, State and Federal Programs Parents	Chronic absenteeism data	Decrease chronic absenteeism rate for ELs by 25% by June 2023: 10.9% to 8.1%	Annually at September DELAC meeting
Annual presentation at site ELAC meetings about the importance of regular school attendance.	Site Administrator EL Advisor Bilingual Community Services Liaison Parents of English learners	Site Administrator	Site chronic absenteeism data disaggregated by student group	Decrease chronic absenteeism rate for ELs by 25% by June 2023: 10.9% to 8.1%	Annually at first ELAC meeting
Teacher and student check-in regarding absences	Teachers Counselors Students	Teachers Counselors	Counseling Transportation	Understanding of reason for absences and determine supports needed	Ongoing as needed
Staff to make outreach phone calls to parents of students in homeless situations who are chronically absent to identify barriers and provide supports	Bilingual Special Programs Liaison Counselors Teachers Parents and students in homeless situations	Bilingual Special Programs Liaison Counselors Teachers Parents	Quarterly chronic absenteeism attendance reports OCTA bus passes \$45,000 Title I District bus passes	Decrease chronic absenteeism rate for students in homeless situations by 25% by June 2023: 14.3% to 10.7%	On-going quarterly attendance reports will be reviewed and outreach calls made
Increase parent outreach (phone calls, letters, and new and better ways to increase engagement- eg. home	Intermediate Office Assistant Bilingual Clerk Site Attendance Staff Counselors	SARB Counselor Intermediate Office Assistant Bilingual Clerk Site Attendance Staff	Assign clerical support to existing staff	Reduction in chronic absenteeism in all groups by 25% by June, 2023	On-going weekly starting October, 2020



visits, working with nonprofits and community-based agencies)	Teachers Parents Students	Counselors Teachers			
Development of school site School Attendance Review Team (SART) meeting process with consistent guidelines and practices	School Site School Attendance Review Teams (SART)	Administrators SARB Counselor SARB Administrator	Assign a SARB Administrator SART Forms	Establish a streamline process for addressing chronically absenteeism at the site level	December, 2021
Training on the SART process and guidelines	SART	SARB Administrator SARB Counselor	SART Presentation and Forms	Increase SART knowledge of the SART and SARB Process	Annually starting spring 2022

Strategy 5.2: Help students understand the importance of attendance so they can attend school regularly.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
Annual attendance presentation/ assembly	Students	Site SART Administrators Teachers Counselors	Attendance presentation	Increase student's knowledge about the importance of attendance	Annually in August-September
School site attendance incentives for good and improved attendance	Students	Site SART Administrator	Student input to determine incentives Incentive budget \$10,000 LCFF Supplemental	Motivate students to attend school regularly	June 2022
Establishing attendance goals and action plan	Students Parents/Guardian	Counselors Site Administrators	Additional 37.5 FTE School Counselors \$1.6 million General Fund Share successful models (eg. Capistrano Valley	Reduction in chronic absenteeism in all groups by 25% by June, 2023 School Counselor to Student ratio to 1:425 at	August, 2021

			HS Counselor Attendance Plan)	the secondary level	
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21 of 25

**Goal 6: Academics- A-G Completion:** By June 2023, A-G completion rates will increase by 10% or more for identified student groups.

From: To:

English Learners	10.0%	11.0%
Foster Youth:	14.3%	15.7%
Students with disabilities:	13.3%	14.6%
Homeless:	27.0%	29.7%
SED:	38.4%	42.2%
Black:	47.2%	51.9%
Hispanic:	41.3%	45.4%

Baseline Data Source: AERIES Student Information System 2018-2019

Strategy 6.1: Educate adults on A-G subject requirements and college and career options for all students and how to support and empower student's self-advocacy.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
Educate parents on A-G in understandable format	Parents (including parents of upper elementary and middle school students)	Futureology Counselors Academic Advisors	Presentation slides	Increased understanding of a-g course work Increased a-g rate	June 2021 June 2022 June 2023
Presentation to EL parents at MS & HS ELAC meetings	EL Advisor Bilingual Community Services Liaison Academic Advisor	EL Advisor	Presentation slides	EL parents awareness and identification of classes that are A-G EL parent understanding of necessity of A-G completion in application to UC and CSU schools	June 2021 June 2022 June 2023

Training on the SST Process	SST Site Coordinators	District SST Coordinator	PowerPoint presentation SST Handbook	Participants will understand the District SST Protocol	Annually
Training on Language Development and Learning Disability	SST Coordinators Special Education Staff	Coordinator, Language Acquisition Executive Directors, Special Ed, Elem. and Secondary	California Practitioners' Guide for Educating English Learners with Disabilities	Proportionality with Special Education identification	Annually
Parent Education regarding CCA Courses being 100% a-g approved	Parents Coordinator, K-12 Pathways	Executive Director, College and Career Readiness	Presentation	Increased enrollment in CCA courses to meet a-g completion Increase in Prepared percentage on College and Career Indicator on the CA School Dashboard	Annually - Fall and Spring, beginning Spring 2021

Strategy 6.2: Educate and empower students on A-G requirements and choices and support their self-advocacy.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
Academic Goal Setting	Students	Academic Advisors Counselors College and Career Counselors Ed Specialists	Presentation and Goal setting template	Students will set long-term and short term goals	Ongoing
Educate students on graduation requirements, a-g, post-secondary options	Students	Futureology Counselors Academic Advisors Ed Specialists	Presentation slides	Presentations at student assemblies Increased understanding of a-g course work Increased a-g rate	June 2021 June 2022 June 2023

College and Career Centers at High Schools	Futureology Staff CCA Staff	Executive Director, College and Career Readiness High School Principals M & O	K-12 Strong Workforce Grant funding	More personalized delivery of college and career guidance	ANHS, CVHS, DHHS- January 2021  SCHS, SJHHS, Serra HS, THS January 2022
Partner with CCA to offer internships for teaching career pathway to build internal talent	CCA Staff Students	Executive Director, College and Career Readiness		Increase understanding of teaching career and build internal talent	Ongoing

Strategy 6.3: Provide students with intervention and support.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
Articulated intervention	Students	Teachers Student Success Team	Intervention materials	Standards mastery	June 2022
Explore equitable grading practices	Teachers Students	Executive Directors, Elementary and Secondary Report Card Committee	Meeting time	Grades that reflect student mastery of content standards	June 2022

**Goal 7: Academics -Advanced Placement:** By June 2023, AP course enrollment and course completion will increase by 5% or more for identified student groups.

	From:	To:
English Learners	5.7%	10.7%
Foster Youth:	37.5%	42.5%
Homeless:	25.5%	30.5%
SED:	29.6%	34.6%
Black:	33.5%	38.5%
Hispanic:	28.5%	33.8%

*Baseline Data Source: AERIES Student Information System, 2018-2019*

Strategy 7.1: Educate adults on AP subject courses through the lens of equity and access.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
Explore more AP course offerings (eg. AP Human Geography, AP Research, AP Seminar)	Teachers	Executive Director, Secondary Assistant Principals of Guidance	Master scheduling AP Teacher Training costs \$23,000 Title IV	diverse enrollment	June 2022 June 2023
Expand AP for all students through active recruitment and support (Model SJHHS)	Students Teachers	Assistant Principals of Guidance Teachers	Master scheduling Opt out options	increased access	June 2022 June 2023
Parent presentation about AP courses at MS & HS ELAC meetings	EL Advisor Bilingual Community Services Liaison Academic Advisor	EL Advisor	Meeting time Presentation	Greater awareness by EL parents about the value of AP courses as related to enrollment and success in college courses.	June 2022 June 2023
Parent education regarding CCA Honors weighted courses	Parents Futureology Staff CCA Staff	Executive Director, College and Career Readiness	Presentation No cost	Greater awareness of CCA Honors weighted courses to support student preparedness for college, career, AP coursework and GPA outcomes	Annually Fall and Spring, starting Spring 2021

Strategy 7.2: Support and empower students on AP course choices.

What is to be done?	Who is involved?	Who is responsible?	Resources needed?	Intended results?	When completed?
Provide more offerings for AP Courses	Students	Guidance Assistant Principals	Master scheduling	diverse enrollment	June 2022 June 2023
Summer AP “camp”	8-10th grade Students	Guidance Assistant Principals Activities Directors	Teacher additional assignment hours	Student understanding of what AP classes are like:	Summer 2022 Summer 2023

		ASB Students	\$6,500 Title IV	-reading -assignments -content	
Student Cohort Pilot	Students	Guidance Assistant Principals Teachers	Master scheduling	Emotional and academic support to student cohorts	2022-2023
Explore offering more opportunities at all high schools for students to take College Level Examination Program for possible college credits (CLEP)	Students	Assistant Principal of Guidance at CVHS	Computer lab as the approved testing center	Students could potentially earn early college credits	June 2022
Student education regarding CCA Honors weighted courses	Students Futureology Staff CCA Staff Guidance Assistant Principals	Executive Director, College and Career Readiness	Presentation	Greater awareness of CCA Honors weighted courses to support student preparedness for college, career, AP coursework and GPA outcomes	Student presentations, starting Spring 2021

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

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

Date: December 16, 2020

Board Item: Donated Space Agreement for Use of Certain Property at Serra High School for COVID-19 Testing – County of Orange

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**HISTORY**

Currently, the County is utilizing Serra High School for public COVID-19 testing twice a week. The County is paying for the use through a Facility Use Agreement.

**BACKGROUND INFORMATION**

The District is interested in expanding lower cost COVID-19 testing options for employees.

**CURRENT CONSIDERATIONS**

This agreement, in exchange for allowing the County free use of the site, will provide exclusive time dedicated for testing District employees only. The COVID-19 testing will occur on Wednesdays at 2:30 p.m. to 7:00 p.m. and Saturdays at 9:00 a.m. to 1:30 p.m., excluding County and national holidays. The County agrees to set aside the initial 60 minutes on Wednesdays, and the initial 90 minutes on Saturdays for exclusive testing of District employees, as needed.

**FINANCIAL IMPLICATIONS**

The District will provide a custodian to open site and disinfect restroom after use.

**STAFF RECOMMENDATION**

It is recommended the Board approve the Donated Space Agreement for use of certain property at Serra High School for COVID-19 testing with the County of Orange.

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



## DONATED SPACE AGREEMENT

THIS IS A DONATED SPACE AGREEMENT executed \_\_\_\_\_, 2020, by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a California public school district, hereinafter referred to as “**Donor**” and the COUNTY OF ORANGE, hereinafter referred to as “**County**,” without regard to number or gender. County and Donor may sometimes hereinafter be referred to individually as “**Party**” or jointly as “**Parties**.”

1. In consideration of the agreements herein contained, Donor hereby grants to County rent-free use of that certain property (“**License Area**”) described as:

Serra High School, 31422 Camino Capistrano, City of San Juan Capistrano, County of Orange, State of California; parking lot off El Camino Real as shown in Exhibit A.

The License Area shall be used for purpose of providing medical testing for COVID-19 (“COVID-19 Testing”), administered by employees of the County, State of California and/or their vendors or service providers in order to meet the social needs of the population and serve a valuable public purpose, which is consistent and compatible with the mission of the County. Such COVID-19 Testing, and use of this License, shall be in accordance with the following schedule:

A. Days of Use      Wednesdays and Saturdays, excluding County and national holidays

B. Hours of use      Wednesdays 2:30 p.m. to 7:00 p.m.

Saturdays 9:00 a.m. to 1:30 p.m.

County agrees to set aside the initial 60 minutes on Wednesdays, and initial 90 minutes on Saturdays for exclusive testing of District employees as needed.

C. Frequency of use      Year Round

The Parties agree that the COVID-19 Testing meet the social needs of the population and directly benefit the Donor’s mission and goals. The Parties also agree that the value of the services being provided by County pursuant to this Donated Space Agreement are comparable to the value of the License Area being provided to the County by Donor, and to the extent the COVID-19 Testing continues to be offered as stated above, there will be no fee for this Donated Space Agreement.

The Parties reserve the right to change the above-mention date, time and/or License Area at any time upon written notice. Changes to License Area and scheduling must be agreed upon by both Parties.

2. Donor shall supply all repair, maintenance, janitorial supplies and services to the License Area.



3. Donor shall be responsible for all charges for utilities supplied to the License Area.

4. The Donor shall provide County with access to a designated restroom facility, whether existing or portable, within reasonable distance from License Area, for exclusive use by County, its officers, agents, and employees during the use of this Donated Space Agreement. The Donor shall provide County with prior notice as to the location of the designated restroom facility, which may from time to time be changed at the sole discretion of the Donor with prior notice to County.

5. County shall indemnify and save harmless Donor, its board members, officials, officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature which Donor, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to properties as a result of, or arising out of, the sole negligence of County, its officers, agents, employees, subtenants, invitees, or licensees, in connection with the occupancy and use of the License Area by County.

Likewise Donor shall indemnify and save harmless County, its officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature which County, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to properties as a result of, or arising out of, the sole negligence of Donor, its officers, agents, employees, invitees, or licensees, in connection with the ownership, maintenance, or use of the License Area.

Notwithstanding the foregoing, the monetary limitation of the indemnification provided by County and Donor shall not exceed One Million Dollars (\$1,000,000) for each party.

6. The County agrees to maintain insurance consistent with the insurance requirements contained in Exhibit B, through the term of this agreement.

7. This agreement shall continue indefinitely, but may be terminated by either Party hereto at any time by giving thirty (30) days written notice addressed to:

COUNTY

County of Orange  
Health Care Agency  
405 West 5<sup>th</sup> Street, Suite 203  
Santa Ana, CA 92701

With a copy to:

County Executive Office  
333 W. Santa Ana Boulevard, 3rd Floor  
Santa Ana, CA 92701  
Attention: Chief Real Estate Officer

DONOR

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

Attention: Clark Hampton, Deputy  
Superintendent

With copy to:

CUSD Facilities Department  
33122 Valle Road  
San Juan Capistrano, CA 92675

Attention: John Forney, Chief Facilities  
Officer

This Donated Space Agreement may be executed in one or more counterparts, each of which will be deemed an original signature but all of which together will constitute one and the same instrument. An electronic signature shall be deemed as an original for purposes of this Donated Space Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement the day and year first above written.

APPROVED AS TO FORM:

Office of County Counsel

By \_\_\_\_\_  
Deputy County Counsel

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

CAPISTRANO UNIFIED SCHOOL DISTRICT,

a California public school district

By \_\_\_\_\_  
Clark Hampton, Deputy Superintendent

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

RECOMMENDED FOR APPROVAL:

CEO/RISK MANAGEMENT

By \_\_\_\_\_

HEALTH CARE AGENCY

By \_\_\_\_\_  
Director of Administrative Services

COUNTY EXECUTIVE OFFICE

By \_\_\_\_\_  
Administrative Manager

COUNTY

COUNTY OF ORANGE

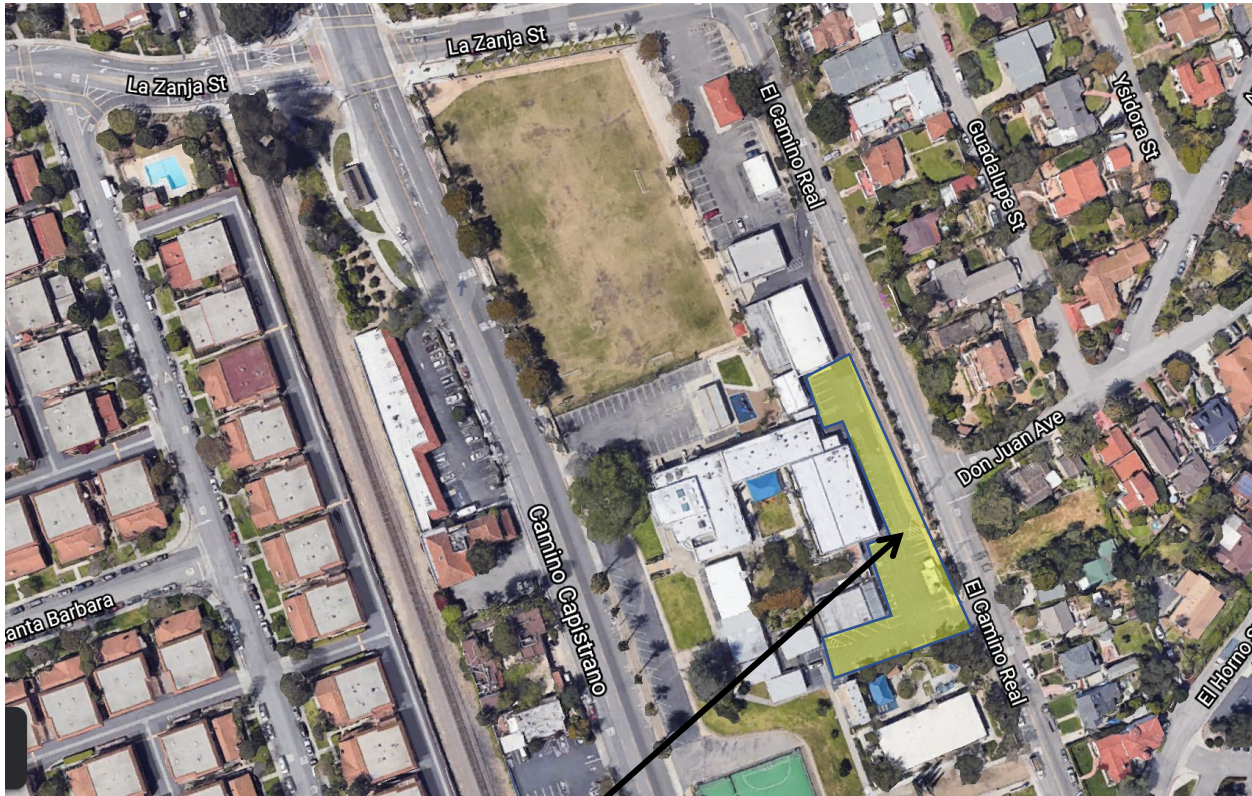
By \_\_\_\_\_

Thomas A. Miller, Chief Real Estate Officer  
County Executive Office  
Resolution No. 20-016 dated March 10, 2020 of  
the Board of Supervisors

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

## EXHIBIT A

Serra High School  
31422 Camino Capistrano  
City of San Juan Capistrano



License Area

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

**County Insurance:** County shall maintain a program of self-insurance at its own expense for its liability exposures including commercial general liability with a minimum limit of \$1,000,000 per occurrence and auto liability with a minimum limit of \$1,000,000 per occurrence, Worker's Compensation with statutory limit and Employers' Liability insurance with a \$1,000,000 limit. Evidence of the County's self-insurance shall be provided upon request, with Capistrano Unified School District, its board members, officials, officers, agents, employees and volunteers, named as an Indemnified Party on the County's program of self-insurance.

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: December 16, 2020

Board Item: Second Reading – Board Policy 7100, *Determining Needs*

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**HISTORY**

The *Determining Needs* Board Policy is an essential resource that aligns with the Facilities Master Plan to ensure proposed District facilities meet the educational needs of the students and conform to all planning requirements imposed by state and local governmental agencies.

**BACKGROUND INFORMATION**

Board Policy 7100, *Determining Needs* was last revised on January 8, 1996 and is in need of alignment with updated federal and state requirements regarding new school planning and design.

**CURRENT CONSIDERATIONS**

Facilities Planning staff researched Board policies from other districts as well as from California School Boards Association (CSBA) and aligned the revised *Determining Needs* Board Policy with updates to comply with current federal, state and local government agencies. CSBA has recommended that our current Board Policies 7120 *Participation in Planning*, and 7140 *Relations with the Public* be eliminated as separate policies and the language added to the *Determining Needs* Policy to better align with how needs are determined. The Board policy number and the 7000 Board policy series title is being updated. Staff incorporated recommended changes from Trustees from the first reading on October 21, 2020.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

District staff recommends the Board of Trustees approve the Second reading of Board Policy 7100, *Determining Needs*.

**PREPARED BY:** John Forney, Chief Facilities Officer, Facilities Planning

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

## DETERMINING NEEDS

The Superintendent or designee ~~shall~~ may maintain planning procedures for school facilities. These procedures ~~shall~~ may serve as the basis for determining facility needs that will enhance the District educational program. Accordingly, criteria for determining these needs ~~shall~~ may reflect the goals and objectives of the District Facilities Master Plan.

The Superintendent or designee ~~shall~~ may draw upon all necessary resources to assure that proposed District facilities meet the educational needs of the students and conform to all planning requirements imposed by state and local governmental agencies. These resources ~~shall~~ may include District staff, educational consultants, architectural and engineering firms, utility companies, local governmental and planning agencies, the County Department of Education, the California Department of Education, the Division of the State Architect, and the Office of Public School Construction.

To assure a comprehensive approach to projecting and planning needs, the following elements ~~shall~~ may be considered in planning school facilities and are not in priority order:

1. The expanding and changing educational program of the District including the number of children to be served and their specific educational needs

2. The District's Guiding Goals and Principles

2.3. The impact of proposed facilities on the community and considerations regarding community use of the facilities

3.4. Safety and welfare of students

4.5. The relationship between existing and new facilities

5.6. Community planning and zoning requirements

6.7. Other site specific information which provides guidance in the planning of facilities

7.8. Optimum number of schools opening, modernizing, re-purposing, changing grade level configuration, refurbishing or closing

### **Optimum Number of Schools Opening, Modernizing, Re-Purposing, Changing Grade Level Configuration, Refurbishing or Closing**

The goal of the District shall is be to operate an optimum number of schools at each level: elementary, middle and high. The optimum number of schools for a given level is defined as the number of schools necessary to theoretically serve all students at a school of the targeted average enrollment. For example:- the (total enrollment for a given level divided by the targeted average school enrollment at that level). This goal shall may receive primary consideration in determining the need to open, refurbish or close a school modify an existing school.

The annual review of the District's Facilities Master Plan ~~shall~~ may include uploaded information regarding the number of schools operated at each level compared to the optimum number of schools, and ~~shall~~ may address the need to open, modernize, re-purposesize, grade level configuration changes~~refurbish~~ or close schools. Objective criteria ~~shall~~ may be established to determine the conditions under which a school ~~shall~~ may be considered for such ~~opening, refurbishing, or closing~~ modifications.

The families of students attending an aging school that is determined by the Board to no longer be a candidate for ~~refurbishment~~ modernization, ~~shall~~ may be given notice of such determination within a reasonable time.

The families of students attending a school that is a candidate for closure ~~shall~~ may be informed of such consideration at least 12-months prior to the start of the following~~one~~ school year prior to the school closure. Does not apply to emergency situations that affect health and safety students and staff.

Objective criteria are established to determine the conditions under which a school ~~shall~~ may be considered a candidate for opening, (re-opening), modernization, re-purpose, grade level configuration changes ~~refurbishing, or closing~~.

### **Opening an Elementary, ~~or~~ Middle School or High School**

Consideration may be given to opening (or re-opening) a school, when one or more of the following conditions is met:

1. The actual number of schools at a given level is fewer~~less~~ than the optimum number of schools at that level;
2. The residential community to be served is not located within the ~~maximum radius~~ suggested routes or close proximity of existing school(s), and the anticipated peak enrollment exceeds the targeted average enrollment for the school under consideration;
3. The residential community to be served is located within ~~the maximum radius~~ close proximity of existing school(s); however, the existing school(s) is/are unable to accommodate the anticipated peak enrollment, or the anticipated peak enrollment from the residential community to be served exceeds the targeted school average enrollment;
4. The proposed school site is located within ~~the maximum radius~~ close proximity of an existing school or schools, but those existing site(s) are determined to need substantial maintenance within the next 3 to 5 years and are not candidates for further investment;
5. The proposed school is capable of supporting larger, more flexible facilities with more cost-effective class enrollments and can be located on a site that has sufficient acreage and is easily accessible.



**Refurbishing Modernization of a School**

Modernizations are infrastructure improvements that extend the useful life of, or enhance the physical environment of, the school which may include but not limited to roof replacement, HVAC replacement, utility infrastructure replacement, space reconfigurations, structural, fire life safety and accessibility improvements.

Consideration may be given to refurbishing-modernization or re-purposing of ~~(or reconstructing)~~ a school, when one or more of the following conditions is met:

1. The actual number of schools at a given level is fewer~~less~~ than the optimum number of schools at that level;
2. The school facility serves a residential community that is beyond ~~the maximum radius~~ close proximity of another school and has an anticipated projected or actual enrollment that exceeds the targeted average school enrollment;
3. The school facility sits within ~~the maximum radius~~ close proximity of a residential area that is already served by other schools, but those schools do not each enroll the targeted average number of students, and the facility to be refurbished has sufficient acreage and a satisfactory location with which to consolidate students from the nearby under-utilized schools that may be candidates for closure;
4. The school facility serves a residential area that could also be served by a new school in a new development within the same residential area; however,
  - The existing site has been classified as a candidate for ~~refurbishment~~-modernization because of its location, acreage, funding, access, transportation routes, or other key quality and functionality criteria that make it a better choice for the community than the new site; and
  - A workable ~~refurbishment~~-modernization plan can be created and implemented, and the plan addresses student housing needs during construction;
5. The school facility provides the opportunity for serving alternative programs and optimum school choice within the overall mix of District school options.

**Closing an Elementary, ~~or Middle-~~ or High School**

The Superintendent or designee is authorized to close any of the District's educational facilities when, in the opinion of the Superintendent or designee, the physical welfare of the students and/or staff on that site can no longer be reasonably assured.

Prior to Board consideration of a recommendation to close a school, a comprehensive analysis of identified impacts must be conducted. Prime consideration is given when all early warning indicators, 1-5, are met:



1. The actual number of schools at a given level exceeds the optimum number of schools at that level;
2. The projected or actual enrollment from the assigned attendance area of a given school is fewerless than half the targeted school average enrollment, or the overall enrollment is fewerless than 75% of the targeted school average enrollment;
3. The projected or actual enrollment from the assigned attendance area of a given school can be accommodated at nearby schools while observing District policies on school size and reasonable proximity.
4. The necessary capacity to serve students from the assigned attendance area of a given school can be created at schools within the maximum radiusclose proximity of the residential area (or the assigned attendance area), if necessary, by some combination of factors such as, but not limited to:
  - Changing attendance boundaries
  - Returning students from outside the attendance boundaries to assigned attendance area school
  - Adding additional seating capacity
  - Relocating special district programs.
5. The projected benefit to the general fund is significant either through reduced expenditure or increased revenue.

An additional prime consideration is also given when the following condition is met:

The school has been classified as a site in need of substantial maintenance within the next 3 to 5 years and is not a candidate for refurbishment-modernization or re-purposeconstruction based on restrictive location, limited acreage, excessive funding requirements, limited access, undesirable transportation routes or other key quality or functionality criteria.

### **Participation in Planning**

Procedures ~~shall~~may be maintained that ensure members of the school community including staff, parents/guardians, students, and business and community representatives are given the opportunity to provide input into the planning process.

Consultants and other appropriate resource personnel from state and local agencies ~~may shall~~ be initiated into the planning process in accordance with state law, and in those instances where such consultation will benefit an effective planning process.

Assistance from colleges and universities, planning laboratories, and private consulting firms ~~shall may~~ be authorized when necessary to augment District staff resources.

### **Relations ~~With~~with The Public**

The Board of Trustees acknowledges its responsibility to keep the public informed as to the need for new facilities, or renovating, remodeling and modernizing existing facilities. The Board also pledges to keep the public informed as to the use of any and all funds for school facilities.

The Superintendent or designee will provide information to the public through such means as the Board deems necessary and desirable.

*Legal Reference: (See next page)*

*Legal Reference:*

EDUCATION CODE

35160 Authority of Governing Boards, commencing January 1, 1976

35275 New school planning and design (re cooperative relations with recreation and park authorities)

39101 Powers concerning building and building sites

39110-39116 Plans of schoolhouses

39140-39159 Approval of plans and supervision of construction

39148 Persons qualified for the preparation of plans, specifications, and estimates and the supervision of construction

39150 Approval in writing from Department of General Services (construction or alteration of school facilities)

39158 Requirement for SD approval

39159 Contract provision required making plans etc. property of District

39210-39230 Fitness for occupancy

CODE OF REGULATIONS, TITLE 5

14030(c) Prepare educational specifications

14031 Submission to bureau of school facilities planning

14032 Plan approval

14033 Planning guides "The Guide for Planning Educational Facilities"

Policy

Adopted: January 8, 1996

Revised: XXXXXXXXX

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

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

Prepared by: John Forney, Chief Facilities Officer, Facilities Planning

Date: December 16, 2020

Board Item: Second Reading – Board Policy 7110, *Facilities Master Plan*

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**HISTORY**

The *Facilities Master Plan* Board Policy is an assessment of needs, long and short term to assist in the educational programming needs of the students based on the educational goals of the District. To assist in the accurate assessment of these needs, the Plan shall include an identification of social, economic and political factors in the community together with District-level housing and funding issues which will ultimately affect the success and effectiveness of the District building and renovation program.

**BACKGROUND INFORMATION**

Board Policy 7110, *Facilities Master Plan* was last revised on January 8, 1996 and is in need of alignment with updated federal and state requirements regarding Facilities Master Planning.

**CURRENT CONSIDERATIONS**

Facilities Planning staff researched Board policies from other districts as well as from California School Boards Association (CSBA) and aligned the revised Board Policy with updates in alignment with other Facilities Master Plans outside the District. The policy number is being updated to match CSBA policies. Staff incorporated recommended changes from Trustees from the first reading on October 21, 2020.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

District staff recommends the Board of Trustees approve the second reading of Board Policy 7110, *Facilities Master Plan*.

**PREPARED BY:** John Forney, Chief Facilities Officer, Facilities Planning

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

~~New Construction~~ ~~Facilities~~  
FACILITIES MASTER PLAN

BP 71100(a)

The District Facilities Master Plan ~~may~~ ~~shall~~ be maintained and kept up to date. The plan ~~may~~ ~~shall~~ reflect the short and long term educational programming needs of the students based on the District educational goals. To assist in the accurate assessment of these needs, the Plan ~~shall~~ ~~may~~ include an identification of social, economic and political factors in the community together with District level housing and funding issues which will ultimately affect the success and effectiveness of the District building and renovation program.

The Plan ~~may~~ ~~shall~~ incorporate population and enrollment projections based on a review of: 1) residential housing growth ~~and decline~~ patterns; 2) kindergarten enrollments; and 3) student yield factors.

Concurrent with efforts to identify those demographic factors affecting school enrollment, the Plan ~~may~~ ~~shall~~ include an analysis of present and future design needs of the District together with an assessment of those qualitative ~~and quantitative~~ factors which reflect the characteristics and capacity of each school facility.

Those ~~qualitative~~ factors considered may include, but not be limited to:

1. State Allocation Board building area standards
2. Maximum student capacity according to designated student teacher ratios
3. Current student capacity based on current District program requirements
4. School size

Schools that provide an excellent learning environment must be of sufficient enrollment for the learning program to perform ~~effectively~~ ~~effectively~~ and for the services provided by the school to operate efficiently. School capacity should be designed to accommodate peak enrollment and fluctuations in enrollment.

**Targeted Average School Enrollment:**

The ~~targeted~~ ~~targeted~~ average school enrollment at each level is determined by giving consideration both to an ~~effective~~ ~~effective~~ learning environment and efficient operational costs.

Existing school sites have unique characteristics and limitations that affect the current and future enrollment and capacity. The targeted average school enrollment will fluctuate based on program requirements at the time the analysis is being conducted.

- ~~Elementary School Enrollment:~~ 700 Students
- ~~Middle School Enrollment:~~ 900 Students
- ~~K-8 School Enrollment:~~ 1,200 Students

- ~~• High School Enrollment: 2,200 Students~~

### **Existing School Capacity:**

Capacity at existing schools ~~shall~~ **may** not exceed the recommended capacity for new schools, nor ~~shall~~ it exceed the capacity that can be reasonably accommodated by the acreage, parking and other elements of the infrastructure. Related consideration ~~shall~~ **may** include traffic and childcare.

### **New School Capacity:**

- ~~• Elementary Schools: Permanent facilities to house 700 students with infrastructure provision for relocatable buildings to house a maximum of 900 students, or a maximum of 1,000 students during periods of peak enrollment.~~
- ~~• Middle Schools: Permanent facilities to house 900 students with infrastructure provision for relocatable buildings to house a maximum of 1,200 students.~~
- ~~• K-8 Schools: Permanent facilities to house 1,200 students with infrastructure provision for relocatable building to house a maximum of 1,600 students.~~
- ~~• High Schools: Permanent facilities to house 2,200 students with infrastructure provision for relocatable building to house a maximum of 2,600 students.~~

## **5. School location**

~~The school facilities planning process should be designed and implemented to safeguard demonstrated excellence in education while simultaneously ensuring that our schools are managed in a fiscally responsible and cost-effective manner.~~

Schools ~~shall~~ **may** be situated to confirm that each school's attendance area is large enough to ensure sufficient student population to support a school facility that operates cost-effectively yet preserves the educational and emotional benefits children derive from attending a school near their neighborhood community.

~~The facilities planning process should honor the potential for unique strengths and characteristics of individual schools and reflect the high value placed on neighborhood schools, alternative programs, open enrollment, and the community use of school facilities, and should be based on a thorough analysis of changing demographic patterns.~~

~~There are benefits for families and for children when the assigned school of attendance is within reasonable proximity of their neighborhood community and allow for suggested routes to school. The neighborhood communities potentially served by a school shall be considered within reasonable proximity if the maximum radius from the school is:~~

- ~~Elementary School: 2.5 miles~~
- ~~K-8 Schools: 2.5 miles~~
- ~~Middle School: 3.5 miles~~
- ~~High School: 4.5 miles~~

The concepts of reasonable proximity and reasonable school enrollment, along with economic considerations of refurbishing-modernization and maintenance of older facilities and access to State facilities and Community Facilities District (CFD) funds shall-may be key factors in any decision regarding building a new school or closing an existing school.

The Board of Trustees recognizes the importance of having complete and factual information as the basis for developing and maintaining the Facilities Master Plan. The Superintendent shall-may maintain procedures to encourage the cooperation of the District staff, parents/guardians, students, state and local governmental and planning agencies, and other business and community representatives in this effort.

*Legal Reference:*

**EDUCATION CODE**

*16011 Long-range comprehensive master plan*  
*16322 California Department of Education services*  
*17017.5 Approval of applications for projects*  
*17070.10-17079.30 Leroy F. Greene School Facilities Act*  
*17251 Powers and duties of California Department of Education*  
*17260-17268 Plans and specifications for school facilities*  
*17280-17317 Field Act*  
*17365-17374 Fitness for occupancy*  
*17405 Relocatable structures; lease requirements*  
*35275 New school planning and design; cooperation with recreation and park authorities*  
~~*39101 Powers (California Department of Education) concerning buildings and building sites*~~

**GOVERNMENT CODE**

*53090-53097.5 Regulation of local agencies by counties and cities*  
*65352.2 Communicating and coordinating of school sites*  
*65995.6 School facilities needs analysis*

**CODE OF REGULATIONS, TITLE 2**

*1859-1859.199 Leroy F. Greene School Facilities Act*

**CODE OF REGULATIONS, TITLE 5**

*14001 Minimum standards*  
*14010 Site selection standards*  
*14030-14036 Standards, planning, and approval of school facilities*

**CODE OF REGULATIONS, TITLE 24**

*101 et seq. Green building standards code*

**UNITED STATES CODE, TITLE 42**

*12101-12213 Americans with Disabilities Act*

**CODE OF FEDERAL REGULATIONS, TITLE 28**

*35.101-35.190 Americans with Disabilities Act*

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, September 2009

Facilities Master Planning, Fact Sheet, November 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Schools of the Future Report, September 2011

Educational Specifications: Linking Design of School Facilities to Educational Program, 1997

Guide for the Development of a Long-Range Facilities Plan, 1986

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

An Overview of the State School Facility Programs, rev. October 2011

School Facility Program Handbook, 2008

STATE ALLOCATION BOARD PUBLICATIONS

Public School Construction Cost Reduction Guidelines, 2000

WEB SITES

CSBA: <http://www.csba.org>

Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

California Department of Education: <http://www.cde.ca.gov/lr/fa>

Policy  
adopted: January 8, 1996  
Revised: **XXXXXXXX**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California



CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services

Prepared by: Mike Beekman, Executive Director, Safety and Student Services

Date: December 16, 2020

Board Item: Second Reading - Board Policy 5131.2, *Bullying*

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**HISTORY**

Bullying is defined as unwanted, aggressive behavior among school-aged children that involves a real or perceived power imbalance. Bullying is pervasive, intimidating and escalating. Students who are bullied may have serious, lasting problems.

According to the National Education Association, PACER Center, and StopBullying.gov:

- 1 in 7 students in grades K – 12 either are bullies or have been victims of bullying.
- An estimated 160,000 children in the United States miss school every day due to fear of attack or intimidation by other students.
- 83 percent of girls and 79 percent of boys report experiencing harassment.
- 6 out of 10 teenagers say they witness bullying in school once a day.
- 35 percent of students have been threatened online.
- Nearly 9 out of 10 LGBTQ youth report being verbally harassed at school in the past year because of their sexual orientation.
- 57 percent of boys and 43 percent of girls reported being bullied because of religious or cultural differences.
- Bullies often go on to perpetrate violence later in life: 40 percent of boys identified as bullies in grades 6 through 9, had 3 or more arrests by age 30.
- 1 out of every 10 students who drop out of school do so because of repeated incidents of bullying.
- 75 percent of shooting incidents at schools have been linked to bullying and harassment.
- 64 percent of children who were bullied did not report it.
- Nearly 70 percent of students think schools respond poorly to bullying.
- When bystanders intervene, bullying stops within 10 seconds 57 percent of the time.

According to the National Education Association, bullying has serious, adverse educational affects, and students who are targets often experience extreme stress that can lead to symptoms of physical illness and a diminished ability to learn. As a result of bullying, students will have increased absenteeism, impaired performance and decreased test scores.

## **BACKGROUND INFORMATION**

Prior to March of 2019, Board Policy 5141, *Conduct*, defined bullying and cyberbullying, identified the responsibilities of all stakeholders to prevent bullying and explained the complaint procedure to report bullying.

Staff recommended that a separate policy, specific to bullying, be developed and adopted. On March 13, 2019, the Board approved the new Board Policy 5131.2, *Bullying*.

## **CURRENT CONSIDERATIONS**

Recently, with a concern and focus on racial inequalities, staff has begun to review disciplinary Board Policies and Administrative Regulations through the lens of cultural proficiency. A team of administrators and cultural proficiency team members has reviewed this Board Policy and made slight revisions. The language changes more clearly defines bullying and what groups may potentially be targeted. The policy was then vetted by the District's legal counsel. Staff has made recommended revisions based on Trustee feedback at the November 18, 2020, Board meeting.

## **FINANCIAL IMPLICATIONS**

There is no financial impact.

## **STAFF RECOMMENDATION**

It is recommended the Board President recognize Susan Holliday, Chief Administrative Officer, Education and Support Services to present this item.

Following discussion, it is recommended the Board of Trustees approve Board Policy 5131.2, *Bullying*.

**PREPARED BY:** Mike Beekman, Executive Director, Safety and Student Services

**APPROVED BY:** Susan Holliday, Chief Administrative Officer, Education and Support Services

## BULLYING

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

As defined by Education Code section 48900(r), "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil student or group of pupils students as defined in Section 48900.2-, 48900.3, or 48900.4, directed toward one or more pupils students that has or can be reasonably predicted to have the effect of one or more of the following:

- (A) Placing a reasonable pupil student or pupils students in fear of harm to that pupil's student's or those pupils' students' person or property.
- (B) Causing a reasonable pupil student to experience a substantially detrimental effect on his or her physical or mental health.
- (C) Causing a reasonable pupil student to experience substantial interference with his or her academic performance.
- (D) Causing a reasonable pupil student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

~~Bullying as defined by California law and Board Policy involves severe or pervasive abusive actions.~~—Cyberbullying includes the electronic creation or transmission of harassing communications or direct threats, or other harmful texts, sounds, or images as defined in Education Code § 48900. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage their reputation. ~~Bullying can be and is not limited to actions based on actual or perceived race, ethnicity, religion, gender, weight, health or sexuality; or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption and will not be tolerated.~~

~~No individual or group of students shall, through physical, written, verbal, or other means, harass, threaten, intimidate, or bully students.~~No individual or group of students shall, through physical, written, verbal, or other means, harass, threaten, or intimidate, employees, or adults. No individual or group of students shall, through physical, written, verbal, or other means, harass, threaten, intimidate, or bully students. Bullying can include sexual harassment, hate-motivated behavior, retaliation, cyberbullying, hazing or initiation activity, extortion or harassment (such as threats, name-calling, or insults). Bullying may include but is not limited to actions based on actual or perceived race, ethnicity, religion, immigration status, religious beliefs, customs, gender, weight, health or sexuality; or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption. Thus, bullying can include sexual harassment, hate-motivated behavior, discrimination based on an actual or perceived protected class outlined in Education Code section 220 retaliation, cyberbullying, hazing or initiation activity, extortion or harassment (such as threats, name-calling, or insults). Bullying will not be tolerated.

**BULLYING (continued)****BULLYING PREVENTION**

~~To the extent possible,~~ District schools shall focus on the prevention of bullying by establishing clear ~~expectations rules~~ for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of District and school ~~expectations rules~~-related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

~~As appropriate,~~ The District shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment.

**NOTIFICATIONS**

A copy of the District's Bullying policy and regulation shall be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code § 48980).

**TRAINING**

The Superintendent or designee shall provide training to teachers and other school staff ~~to raise their awareness defining bullying and describing their about the~~ legal obligation ~~of the District and its employees~~ to prevent discrimination, harassment, intimidation, and bullying.

**INTERVENTION**

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized, when safe to do so. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

The following interventions may be considered. Appropriate interventions will depend on the nature and extent of the bullying.

- Take immediate action when bullying is observed, when safe to do so.
- Respond in a timely manner to all reports of bullying.
- Provide protection for students who are bullied.
- Establish support programs and resources for both the target and bully.
- Develop policies that define bullying and provide appropriate responses to the problem.
- Apply school ~~expectations rules~~, policies, and sanctions fairly and consistently.
- Establish an effective system for reporting bullying, including adults who can be relied on to respond responsibly and sensitively.

**BULLYING** (continued)

- Teach parents to understand bullying and the consequences.
- Partner with law enforcement and mental health agencies to identify and address cases of serious bullying.
- Promote the norm for a bully-free school throughout the entire school community.
- Engage students to help promote the norm of a bully-free school.
- As appropriate, suspend or recommend expulsion of a student who engages in bullying, as provided in California Education Code § 48900(r).
- Make bullying complaint forms available at school sites and the District office.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

**REPORTING AND FILING OF COMPLAINTS**

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any available school employee. Within one business day of receiving such a report, the employee shall notify the principal or principal's designee of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal, principal's designee or a District compliance officer, whether or not the alleged victim files a complaint.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying to the extent doing so is lawful and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking service to bully or harass another student or employees, the Superintendent or designee may file a request with the networking service to suspend the privileges of the student and to have the material removed.

The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

**BULLYING** (continued)

Students may also report bullying anonymously, however it is preferred that the student report it directly to an administrator, counselor, teacher, or other staff member. At the secondary level, we use the “Say Something Anonymous Reporting System (SSARS). SSARS allows the user to directly submit a secure and anonymous safety concern to a monitored crisis center that would then help identify and intervene quickly. The system can be accessed through either an app or website, 24 hours a day, 7 days a week, and 365 days a year. After hours “life threatening” notifications will now not only go to the site contacts (typically the administration and School Resource Officer, but to District contacts as well). The crisis center, while monitoring the calls will simultaneously contact the Sheriff’s Dispatch. At the elementary level, sites will use a “bully box” in which students can drop a note in and the administration or counselor can follow up with the confidential report.

**INVESTIGATION AND RESOLUTION OF COMPLAINTS**

The investigation should determine if the complaint is discriminatory or nondiscriminatory bullying. If determined to be discriminatory, the complaint should be resolved in accordance with law and the District's uniform complaint procedures specified in AR 1312.3. If determined to be nondiscriminatory bullying, the complaint should be resolved through the District’s formal complaint procedures specified in AR 1312.1.

**ENFORCEMENT**

The Superintendent or designee shall take appropriate actions to reinforce the District’s Bullying policy. Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code § 48900, may include suspension or expulsion in accordance with District policies and regulations. As needed, these actions may include any of the following:

1. Taking appropriate disciplinary action which may include suspension or expulsion under Education Code § 48900 (r).
2. Providing staff in-service training and student instruction or counseling.
3. Notifying parents/guardians of the actions taken to the extent permitted by law.
4. Notifying Law Enforcement for a criminal investigation.
5. In the event of multiple incidents within a two-year period, a record of those incidents will be established in the permanent cumulative file of the student found to have engaged in bullying.

Policy  
adopted: 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

Date: December 16, 2020

Board Item: First Reading – Board Policy 6158, Independent Study

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**HISTORY**

Education Code § 51745 provides approval for the District to provide Independent Study to students who meet the requirements outlined in Education Code § 51745 to 51749.6. The District provides Independent Study services at each school site through short term independent study agreements managed at the school site and through Capistrano Home School, Capistrano Virtual School, Cal Prep Academy, and Fresh Start utilizing long term, independent, study agreements. Based on Education Code § 51745.6, the District is able to receive apportionment for students enrolled in Independent Study for either a long term or a short term basis. Education Code § 51747 requires the District to adopt and implement written policies in order to receive such apportionment.

**BACKGROUND INFORMATION**

The most recent revisions to BP 6158, *Independent Study*, were made November 2017. At this time, the District recommends revisions to update and align Board Policy 6158, *Independent Study*, with current distance learning program options and the COVID-19 health and safety requirements. The recommended revision restricts the number of short term Independent Study requests a student can request in one school year. Families have been requesting agreements in lieu of changing programs. Each Independent Study request requires a written agreement and a study plan. Families concerned about the health and safety of their child being on campus have the option to enroll in one of the District's online options in place of consecutive long term Independent Study agreements.

**CURRENT CONSIDERATIONS**

The proposed revision to Board Policy 6158, *Independent Study*, updates language to delineate that short term Independent Study agreements should not be provided to students for more than 20 school days, per year. To assist teachers and staff supporting students seeking multiple Independent Study terms, staff recommends applying the limit to not exceed 20 school days per year, during the 2020-2021 and 2021-2022 school years. Families have been requesting agreements in lieu of changing programs. Students seeking an alternative program for multiple extended periods of time beyond the 20 days should enroll in the District's approved Independent Study, Virtual or Home School programs – California Preparatory Academy or Capistrano Virtual and Home School and/or transition to this year's Program C in elementary or Program B in secondary during approved windows.

**Short term independent study:** A short term independent study contract is for a period of no longer than 2 weeks. A student may receive no more than 2 short term independent study contracts per school year (a total of 20 days of independent study). Additional time, beyond 2 weeks, or 20 total days, may be reviewed, through the Admissions and Discharge Committee pursuant to written request in extenuating circumstances, for individual students.

**Long term independent study:** A long term independent study contract is for a period of up to 1 school year. Absent exceptional circumstances, students receiving education via a long term independent study contract are enrolled in a District-approved program supporting this type of instruction (e.g., Independent Study, Virtual or Home School programs – California Preparatory Academy or Capistrano Virtual and Home School).

Families concerned about the health and safety of their child being on campus have the option to enroll in one of the District’s online options as outlined above. Changes are underlined; deletions are struck through. All of the recommended the revisions to Board Policy 6158, *Independent Study* were reviewed and approved by legal counsel.

### **FINANCIAL IMPLICATIONS**

There is no financial impact.

### **STAFF RECOMMENDATION**

Following discussion, it is recommended the Board of Trustees approve Board Policy 6158, *Independent Study*.

**PREPARED BY:** Susan Holliday, Chief Administrative Officer, Education and Support Services



## Instruction

**INDEPENDENT STUDY****Purpose**

The Board of Trustees recognizes its responsibility for the education of all students in the District. The Board authorizes the Superintendent to establish independent study as an optional alternative instructional strategy by which all enrolled students may reach curriculum objectives and fulfill graduation requirements outside of the regular classroom setting.

The primary purpose for independent study is to offer a means of individualizing the educational plan for students whose needs may be met through study outside of the regular classroom setting. Independent study may be used by all students who are motivated to achieve educationally as well as or better through this strategy than they would in the regular classroom except as otherwise restricted by law.

**Program Responsibilities**

The District shall provide appropriate existing services and resources to enable students to complete their independent study successfully and shall ensure the same access to all existing services and resources in the school in which the student is enrolled as is available to all other students in the school.

Students requesting independent study and their parents/guardians should recognize that independent study at the elementary level realistically must emphasize a commitment on the part of the student's parents/guardians. At the secondary level, the major commitment must be made by the student, assisted or supported as necessary by parents and others who may assist directly with instruction.

Independent study may be offered by a school, under the supervision of the principal or designee or by a District-designated location or program. The District offers short term and long term independent study options. The Superintendent or designee may impose restrictions on the length and frequency of short-term independent study. ~~Students participating in long term independent study shall enroll in a District-approved program supporting this type of instruction (e.g., Independent Study, Virtual or Home School programs—California Preparatory Academy or Capistrano Virtual & Home School).~~

Short term independent study.

A short term independent study contract is for a period of no longer than two weeks. A student may receive no more than two short term independent study contracts per school year (a total of twenty days of independent study). Additional time, beyond two weeks, or twenty total days, may be reviewed through the Admissions & Discharge Committee pursuant to written request in extenuating circumstances, for individual students.

**INDEPENDENT STUDY (continued)**Long term independent study.

A long term independent study contract is for a period of up to one school year. Absent exceptional circumstances, students receiving education via a long term independent study contract are enrolled in a District-approved program supporting this type of instruction (e.g., Independent Study, Virtual or Home School programs – California Preparatory Academy or Capistrano Virtual & Home School).

**Written Independent Study Agreements and Contracts**

1. The Superintendent or designee shall ensure that each participating student has an executed written independent study agreement with the District as prescribed by law. Individual independent study agreements and any subordinate student contracts and assignments must be consistent with the District-adopted course of study.
2. The Superintendent or designee shall establish appropriate screening procedures to ensure that the necessary level of understanding and preparation exist to meet the conditions of the independent study agreement prior to its approval. The Superintendent or designee shall approve/disapprove requests for independent study placement.

**Timelines for Completion of Assignments**

1. For K-12 students in independent study, the maximum length of time which may elapse between the time the assignment is made and the date by which the student must complete the assigned work is ten consecutive school days for short-term independent study and twenty consecutive school days for long-term independent study.
2. An original representative work sample is one day's worth of assignments.
3. When any student fails to complete four independent study assignments, an evaluation will be conducted to determine whether it is in the best interest of the student to remain in independent study, or whether he or she should return to the general school program. A written record of the findings of any evaluation will be placed in the student's cumulative file. This record shall be maintained for a period of three years from the date of the evaluation and, if the student transfers to another California public school, the record shall be forwarded to that school.

**Additional Guidelines**

1. Students shall not be required to participate in independent study.

**INDEPENDENT STUDY (continued)**

2. Courses required for high school graduation shall not be offered exclusively through independent study.
3. No individual with exceptional needs, as defined in Education Code 56026, may participate in independent study unless his/her individualized education program (IEP) specifically provides for that participation.

*Legal Reference:*EDUCATION CODE*17289 Exemption for building**42238 Revenue Limits**44865 Qualifications for home teachers and teachers in special classes and school; consent to assignment**46300-46300.7 Methods of computing ADA**47612.5 Independent study in charter schools**48204 Residency based on parent employment**48206.3 Home or hospital instruction; students with temporary disabilities**48220 Classes of children exempted**48340 Improvement of pupil attendance**48915 Expulsion; particular circumstances**48916.1 Educational program requirements for expelled students**48917 Suspension of expulsion order**51225.3 Requirements for High School Graduation and Diploma Commencing with the 1988-89 School Year**51745-51749.3 Independent Study Program**52050.5 Improvement of elementary and secondary education; legislative intent**56026 Individual with exceptional needs*CODE OF REGULATIONS TITLE 5*11700 Definitions (independent study)**11701 District Responsibilities**11702 Standards for independent study; agreements**11703 Records*Management Resources:CDE PROGRAM ADVISORIES*1113.09 Independent Study: New Legislation, SPB: 90191-04**904.86 Independent Study, SPB: 8617.5***Policy**

adopted: February 8, 1999

revised: October 16, 2006

revised: February 11, 2008

revised: November 8, 2017

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD REPORT**

To: Board of Trustees

From: Kirsten Vital, Superintendent

Date: December 16, 2020

Board Item: First Reading - Board Bylaw 9110, *Terms of Office*

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**HISTORY**

Due to changes in the law, specifically the passage of Assembly Bill 2449, Board Bylaw 9110, *Terms of Office*, needs to be revised. Assembly Bill 2449 was passed into law in January 2018 with a deadline of December 2019. As December 2019 was not a Trustee election year, we were not prompted until now to revise this policy.

**BACKGROUND INFORMATION**

Under the previous law and District Board Bylaw 9110, the term of office for newly elected Board members commences on the first Friday of December. Assembly Bill 2449 changed the law for the Term of Office for newly elected Board members to commence on the second Friday of December.

On May 20, 2020, the Board adopted Resolution No. 1920-56 Order of Biennial Trustee Election to order the election of the governing board members whose terms expire on December 11, 2020. This was for the November 3, 2020 Election for three Trustee areas. At that time staff noted the change to the Terms of Office would be December 11, 2020. Board Bylaw 9110, *Terms of Office*, needed to be revised to be in alignment with the law, or deleted as it is not a mandated policy for a school district and the law supersedes the policy.

**CURRENT CONSIDERATIONS**

With the election of new Trustees, staff is recommending, and now completing the work, to revise the policy. This revision to Board Bylaw 9110, brings the policy into alignment with the law.

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve Board Bylaw 9110, *Terms of Office*, to bring the policy into alignment with current state law.

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

**APPROVED BY:** Kirsten Vital, Superintendent

## TERMS OF OFFICE

The Board of Trustees shall consist of seven members whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected in each even-numbered year. (Education Code 35012)

The term of office for members elected in regular elections shall be four years, commencing on the ~~first~~second Friday in December next succeeding their election. (Education Code 5017)

~~Board member terms expire four years after their initial election on the first Friday in December following the election of new members. (Education Code 5000)~~

A Board members whose terms ~~has~~ have expired shall continue to discharge the duties of the office until ~~his/her~~their successors ~~has~~ have qualified by taking the oath of office. (Education Code 5017; Government Code 1302, 1360; ~~Education Code 5017~~)

~~(cf. 9220—Elections)~~

~~(cf. 9223—Filling Vacancies)~~

~~(cf. 9224—Oath or Affirmation)~~

~~(cf. 9250—Remuneration, Reimbursement, Other Benefits)~~

### *Legal Reference:*

#### EDUCATION CODE

~~5000-5033—Election of school district board members~~

~~35010—Control of district~~

~~35012—Board members; number, election and terms~~

~~35107—Eligibility~~

#### GOVERNMENT CODE

~~1302—Continuance in office until qualification of successor~~

~~1303—Exercising functions of office without having qualified~~

~~1360—Necessity of taking constitutional oath~~

Bylaw

adopted: February 27, 1995

proposed: December 16, 2020

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT  
**BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services  
Greg Merwin, Chief Academic Officer, Education and Support Services

Date: December 16, 2020

Board Item: First Reading – Temporary Board Policy T5121.1, Grades/Evaluation of Student Achievement

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**HISTORY**

A review of Board Policy 5121.1, *Grades/Evaluation of Student Achievement*, determined that aspects of the policy needed to be revised based on current circumstances. The policy was adopted in 1997 and was further revised in 2020. 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. On July 15, 2020, Trustees approved Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*. The changes are being applied to a temporary policy that is recommended to Trustees for approval.

**BACKGROUND INFORMATION**

In April 2020 staff recommend Trustees adopt an emergency grading policy with the approach of doing no harm, due to the emergency response of closing schools and moving into distance learning. “Do no harm” was that no student received a failing grade during the spring semester. Instead, if a student had not completed work to sufficiently assess their progress during the second semester, a “No Credit” or “Incomplete” was given, where students were provided the opportunity to finish the course, with no penalties, during the summer and/or when school resumed in the fall. In July 2020, the emergency policy was replaced with a temporary policy that had removed the Credit/No Credit language.

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.” as defined in Education Code § 49066 (a).

As we continue with the 2020-2021 school year, local and state health orders continue to modify how instruction may be provided. Due to the ongoing COVID-19 pandemic, staff continue to recommend the temporary policy to create maximum flexibility in how teachers monitor student progress during distance and hybrid learning. The District modified the delivery of Physical

Education (PE) to support the needed flexibility with schedules and District staffing while meeting the required health and safety guidelines during the pandemic. PE was placed 100 percent online and delivered through the content management system called APEX. Parent surveys have indicated that this format for PE has not been effective; only 18.6 percent of high school parents and 19 percent of middle school parents surveyed identified APEX PE as effective or very effective. Staff has worked to improve the experience by modifying grading scales, offering multiple make-ups, adding in fitness logs in place of APEX modules, and letting students re-take quizzes multiple times. These efforts have not fully improved the experience.

Therefore, staff is recommending to add Credit/No Credit language to the temporary policy for only secondary PE courses. Despite many efforts to improve the APEX online PE learning experience, students and staff continue to struggle. Students who would normally be highly successful in PE are not performing well. In order to provide students the option of replacing the letter grade with Credit or No Credit mark, Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*, needs to be updated.

### **CURRENT CONSIDERATIONS**

Staff recommends approval of the following revisions being recommended for the Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*. The proposed revisions will only apply to secondary PE grade marks. This temporary proposal supports improving high school outcomes, specifically for juniors and seniors. Staff reviewed and discussed the impacts with the Capistrano Unified Education Association.

Teachers will continue to provide traditional grades to students as a means of offering feedback, motivating, and holding students accountable for work they complete. Teachers assign grades, and it is not the choice of a student on whether they receive a grade or alternative mark. Education Code as well as current policy provides flexibility for teachers to determine what types of activities may be calculated when determining a student's grade.

Proposed draft Temporary Board Policy T5121.1 limits the marks that can be used for secondary students in PE courses to "CR" for Credit or "NC" for No Credit.

The revisions recommended allow for the mark of "CR" for Credit for teachers to assign to students who are able to demonstrate proficiency that would warrant a grade of A, B, C, or D. A "CR" would not hurt or help a student's grade point average (GPA).

Students who are not successful and are failing PE will be assigned the following mark "NC" for No Credit. Students who receive a NC will be provided with additional opportunities during summer school or through credit recovery or other programs during the school year to make-up work or retake a class for credit. A grade of NC will not negatively impact a student's GPA.

### **FINANCIAL IMPLICATIONS**

There is no financial impact.

### **STAFF RECOMMENDATION**

It is recommended the Board President recognize Susan Holliday, Chief Administrative Officer, Education and Support Services, to present this item. In addition, staff is recommending the Board take action to waive the Second reading of this policy to meet the deadline to input grades for the first semester grading period.

Following discussion, it is recommended the Board of Trustees approve Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*.

**PREPARED BY:** Susan Holliday, Chief Administrative Officer, Education and Support Services

**APPROVED BY:** Greg Merwin, Chief Academic Officer, Education and Support 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

During the 2020-2021 school year, physical education courses will be graded using a Credit or No Credit mark.

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 The 2020-2021 physical education Credit/No Credit notation will not be included in determining the academic grade point average.

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)**

In physical education courses, evaluation of student work may be denoted using the following symbols:

CR = Credit

NC = No Credit

Physical education teachers may use the CR mark to designate that the student should receive credit for the course in place of the letter marks A, B, C, and D. Students who receive a CR will receive credit for the class and will be allowed to enroll in the next class in the course sequence, if applicable. The grade of CR will not be calculated into the student's GPA.

Students who are unable to demonstrate proficiency during distance learning will be assigned an NC mark. Students who receive an NC will be provided with additional opportunities during summer school or through credit recovery or other program options during the school year to make-up work or retake the class. A mark/grade of NC will not negatively impact a student's GPA.

For Advanced Placement, 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 will be recognized.

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)

BP T5121.1(d)

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT** (continued)

*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: July 15, 2020

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California