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

March 17, 2021

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 <u>CAPOUSD.org</u>.

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 <u>here</u>. 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.

#### **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 Vital Brulte/Gregory Merwin (Pursuant to Government Code § 54957(a))

**EXHIBIT A-1** 

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

Gregory Merwin/Kathy Purcell Attorney – Justin Shinnefield Significant Exposure to Litigation – Eight Cases ADR Case Number 20191120M ADR Case Number 20191206M ADR Case Number 20200710 ADR Case Number 20200710 ADR Case Number 20210122 ADR Case Number 20210122 ADR Case Number 20210203 ADR Case Number 20210203 ADR Case Number 20210210 (Pursuant to Government Code § 54956.9(d)(2))

EXHIBIT B-1 EXHIBIT B-2 EXHIBIT B-3 EXHIBIT B-4 EXHIBIT B-5 EXHIBIT B-6 EXHIBIT B-7 EXHIBIT B-8

	Clark Hampton/John Forney Attorney – Jeff Hoskinson Significant Exposure to Litigation – Three Cases (Pursuant to Government Code § 54956.9(d)(4))	EXHIBIT B-9
	Kirsten Vital Brulte/Clark Hampton/Susan Holliday Attorney – Marley Fox/David Huff Significant Exposure to Litigation – One Case (Pursuant to Government Code § 54956.9(d)(2)(3))	EXHIBIT B-10
	Gregory Merwin/Susan Holliday Attorney – Anthony De Marco Significant Exposure to Litigation – One Case ( <i>Pursuant to Government Code § 54956.9(d)(2)</i> )	EXHIBIT B-11
C.	<b>CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION</b> Gregory Merwin/Kathy Purcell Attorney – Justin Shinnefield Significant Exposure to Litigation – One Case OAH Case Number 2019020057 ( <i>Pursuant to Government Code § 54956.9(d)(1)</i> )	EXHIBIT C-1
D.	<b>CONFERENCE WITH REAL PROPERTY NEGOTIATORS</b> District Negotiators: Kirsten Vital Brulte/Clark Hampton Attorney: Andreas Chialtas, AALRR	
	Property: Pacifica San Juan property. 7.292 acre property located at the north east corner of Camino Las Ramblas and Avenida California Negotiating Party: One or more potential buyers for the Property who may purchase the District's option to purchase the Property through a request for proposals process; and Taylor Morrison of California LLC who may enter into an amendment of the existing option agreement terms	EXHIBIT D-1
	Property: South Transportation and Groundskeeping Facility; 5.51 acre property located at 26126 Victoria Blvd, Dana Point, CA 92624 Negotiating Party: Toll Brothers, Inc.	EXHIBIT D-2
	Under Negotiation: Price and Terms of Payment (Pursuant to Education Code § 54956.8)	
E.	<ul> <li>CONFERENCE WITH LABOR NEGOTIATORS</li> <li>District Negotiators: Kirsten Vital Brulte/Tim Brooks/Clark Hampton</li> <li>Employee Organizations: <ol> <li>Capistrano Unified Education Association (CUEA)</li> <li>California School Employees Association (CSEA)</li> <li>Teamsters</li> <li>Capistrano Unified Management Association (CUMA)</li> </ol> </li> <li>(Pursuant to Government Code § 54957.6)</li> </ul>	EXHIBIT E-1
F.	PUBLIC EMPLOYEE PERFORMANCE EVALUATION Tim Brooks/Gregory Merwin Principal Supervision and Evaluation (Pursuant to Government Code § 54957(b)(1))	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.

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

#### CALL TO ORDER - ROLL CALL

PLEDGE OF ALLEGIANCE

**ADOPTION OF THE AGENDA** 

**REPORT ON CLOSED SESSION ACTION** 

#### **BOARD AND SUPERINTENDENT COMMENTS**

#### STUDENT BOARD MEMBER REPORT

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

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

#### **CONSENT CALENDAR**

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

#### **BUSINESS AND SUPPORT SERVICES**

#### 1. **DONATION OF FUNDS AND EOUIPMENT:**

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$172,625.82 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

PURCHASE ORDERS, COMMERCIAL WARRANTS AND PREVIOUSLY 2. Page 4 **BOARD-APPROVED BIDS AND CONTRACTS: EXHIBIT 2** 

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 \$3,717,845.18 and the commercial warrants total \$20,520,896.57. 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

3. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES. FIELD Page 93 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.

Page 1 **EXHIBIT 1** 

**EXHIBIT 3** 

The exhibit shows six new agreements totaling \$141,318 and five amendments to existing agreements totaling \$102,699.60. 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 <u>here</u>.

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

# 4. CHANGE ORDER NO. 1, BID NO. 2021-09, PHILIP REILLY ELEMENTARY P. SCHOOL SHADE STRUCTURE PROJECT: E

Approval of Change Order No. 1, Bid No. 2021-09 for the Philip Reilly Elementary School Shade Structure Project related to re-routing the existing storm drain around the new footing locations. 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 \$115,000. The new contract sum including Change Order No. 1 is \$119,450 funded by Redevelopment Agency Mission Viejo funds. With this change order, the project remains under budget and this item ratifies \$4,450.

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

#### 5. CHANGE ORDER NO. 6, BID NO. 1920-04, ALISO NIGUEL HIGH SCHOOL Page 226 STEM BUILDING PROJECT: EXHIBIT 5

Approval of Change Order No. 6, Bid No. 1920-04 for the Aliso Niguel High School STEM Building. The change order is related to re-routing the gas line due to SoCal Gas requirements, the addition of structural steel supports per Division of State Architect requirements, and the installation of low voltage wires to the existing portables damaged due to the lines being unforeseen and in the footprint of the building. This change order consists of additions, deletions, or other revisions now being presented to the Board for approval. All such changes in the work are performed under applicable conditions of the change in contract documents. The original contract sum was \$10,954,576. The new contract sum including Change Order No. 6 is \$11,321,293.64 funded by Community Facilities District (CFD) 87-1 and if necessary, 2015 2 Liberty land sale revenue and interest earnings. With this change order, the project remains under budget.

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

#### 6. FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR BID Page 255 NO. 2021-09, PHILIP REILLY ELEMENTARY SCHOOL SHADE STRUCTURE EXHIBIT 6 PROJECT:

Approval of the Final Acceptance and filing of the Notice of Completion for Bid No. 2021-09 for the Philip Reilly Elementary School Shade Structure 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 Redevelopment Agency Mission Viejo funds.

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

#### 7. FIRST EXTENSION OF BID NO. 1920-01, PEST MANAGEMENT – ANIMAL Pag PEST MANAGEMENT SERVICES, INCORPORATED: EXT

Approval of First Extension of Bid No. 1920-01, Pest Management with Animal Pest Management Services, Incorporated. Bid 1920-01 was awarded to the lowest responsive, responsible bidder on November 20, 2019 for the initial term of November 21, 2019 through November 20, 2020, with optional renewal terms. The vendor agrees to extend the proposed extension, at the same pricing under the initial bid award for the proposed renewal period of November 21, 2020 through November 20, 2021. Annual expenditures utilizing this contract are estimated to be \$195,000 funded by the general fund and deferred maintenance. Actual expenditures may vary based on District needs and the availability of funds.

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

Page 215 EXHIBIT 4

Page 258 EXHIBIT 7

#### 8. **MEMBER PROGRAM AGREEMENT FOR MOBILE SCHOOL PANTRY –** SECOND HARVEST FOOD BANK OF ORANGE COUNTY:

Approval of the Member Program Agreement for participation in the mobile school pantry with Second Harvest Food Bank of Orange County. The 2021-2022 agreement allows for providing food to children and their families at qualified, participating schools. Mobile school pantries are monthly, large-scale distributions offering a variety of fresh produce. Mobile school pantries are located on the grounds of a school to provide a more accessible source of food assistance to low-income students and their families. There is no financial impact.

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

SECOND AMENDMENT OF PURCHASE AND SALE AGREEMENT ("LAS 9. Page 280 **RAMBLAS PROPERTY") – PACIFIC POINT DEVELOPMENT PARTNERS:** Approval of the Second Amendment of Purchase and Sale Agreement (PSA) would amend the existing PSA approved in 2016 with Pacific Point Development Partners, the developer of Community Facilities District (CFD) 98-1A and 98-1B. The PSA provides the District with the option to purchase 7.292 acres of land within the CFD. The Second Amendment retains the same purchase price, but provides the District the option to extend the purchase date for additional time by making additional deposit(s), up until a final closing date. The Second Amendment is effective upon full execution. There is no additional financial impact. \*Note, the Second Amendment of Purchase Agreement was not yet finalized or available at the time of printing the District's agenda; however, should the Second be finalized by the Board Meeting, said Second Amendment will be made available to the public that evening.

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

#### **CURRICULUM AND INSTRUCTION**

10. MEMORANDUM OF UNDERSTANDING WITH COLLEGE AND CAREER Page 282 ADVANTAGE FOR PARTICIPATION IN THE CALIFORNIA CAREER **EXHIBIT 10 TECHNICAL EDUCATION INCENTIVE GRANT PROGRAM:** Approval of the ratification of the California Career Technical Education Incentive Grant

(CTEIG) Program Memorandum of Understanding (MOU) with College and Career Advantage, July 1, 2020 through June 30, 2022. The purpose of the CTEIG Program is to encourage and maintain the delivery of career technical education programs during implementation of the District's Local Control Funding Formula. The MOU establishes a cooperative and mutually beneficial relationship between the District and College and Career Advantage (parties) and sets forth the responsibilities of the parties as related to the implementation of the California CTEIG Program. There is no financial impact.

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

#### 11. MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR USE OF Page 287 EMERALD COVE OUTDOOR SCIENCE INSTITUTE, FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES, PUBLIC SCHOOL DISTRICTS, SCHOOL YEAR 2020-2021:

Approval of the Memorandum of Understanding and Agreement for Use of Emerald Cove Outdoor Science Institute, Facilities, Supplies, Equipment, and Services Public School Districts School Year 2020-2021. Oak Grove Elementary School has expressed an interest in attending the outdoor science camp, virtually. Fifth grade students will virtually attend from May 24 - 28, 2021. The total estimated expenditure is \$3,600 funded by gift funds. Contact: Susan Holliday, Chief Administrative Officer, Education and Support Services

12. ADDENDUM TO THE AGREEMENT FOR ADDITIONAL SCHOOLS PARTICIPATING IN THE INSIDE THE OUTDOORS SCHOOL PROGRAMS, AGREEMENT NUMBER 13017, ADDENDUM NO. 3, NO. 4, NO. 5 AND NO. 6: Approval of Addendums to the Agreement for Additional Schools Participating in the Inside the Outdoors School Program, Agreement Number 13017, Addendum No. 3, No. 4, No. 5 and No. 6.

Page 293 **EXHIBIT 12** 

**EXHIBIT 9** 

**EXHIBIT 11** 

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. Concordia, Hankey, Kinoshita, Las Flores, Vista del Mar and George White Elementary Schools have expressed interest in the "Traveling Scientist" program for the 2020-2021 school year, which will provide a virtual school assembly by naturalists on various science topics. Malcom Elementary School has enrolled in two additional virtual sessions. There is no financial impact; there is no charge or fee this year.

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

#### 13. MEMORANDUM OF UNDERSTANDING FOR Page 303 Α CONSORTIUM ESTABLISHED TO PARTICIPATE IN THE STRENGTHENING CAREER **EXHIBIT 13** TECHNICAL EDUCATION FOR THE TWENTY-FIRST CENTURY ACT WITH LAGUNA BEACH UNIFIED SCHOOL DISTRICT AND CORONADO UNIFIED **SCHOOL DISTRICT:**

Approval of the Memorandum of Understanding (MOU) for a consortium established to participate in the Strengthening Career and Technical Education for the Twenty-first Century Act of the Carl Perkins Grant with Laguna Beach Unified School District (LBUSD) and Coronado Unified School District (Coronado USD). This MOU will become effective upon receipt of wet-signatures of the Superintendent or Authorized Designee from all of the consortium's participating Local Education Agencies (LEA) and will extend through the duration of the Act funding, unless participating members are revised or the consortium is disbanded by the participating LEAs. The Carl Perkins grant (Perkins) requires a LEA to meet a minimum allocation amount to receive Perkins of at least \$15,000. LEAs that do not meet the minimum allocation of \$15,000 must join a consortium in order to meet program requirements. LBUSD and Coronado USD do not meet the \$15,000 allocation requirement set forth by Perkins. Forming this consortium enables LBUSD and Coronado USD to meet the allocation requirements and partner with the District and other districts in the region to carry out the regional focus of the grant. The consortium is comprised of the District, LBUSD and Coronado USD. There is no financial impact.

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

#### **THREE-YEAR EXPULSION PLAN 2021-2024:** 14.

Approval of the plan will satisfy the District's requirement to adopt a three-year Expulsion Plan that is developed in collaboration with Orange County school districts and the Orange County Department of Education (OCDE). OCDE in turn submits the three-year county plan to the California Department of Education. District staff has reviewed the previous plan and updated the plan to align with Orange County districts and OCDE's changes. Trustees adopted the previous three-year plan on March 14, 2018. There is no financial impact.

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

#### HUMAN RESOURCE SERVICES

#### MEMORANDUM OF UNDERSTANDING WITH CONCORDIA UNIVERSITY Page 328 15. **IRVINE:**

Approval of the Memorandum of Understanding with Concordia University Irvine, effective March 18, 2021 and expiring June 30, 2021. University students enrolled in the Pupil Personnel Services School Counseling credential program will be paired with a site supervisor as they complete practicum/fieldwork hours required to earn their credential. There is no financial impact.

Contact: Tim Brooks, Associate Superintendent, Human Resource Services

Page 308 **EXHIBIT 14** 

**EXHIBIT 15** 

#### 16. ORANGE COUNTY DEPARTMENT OF EDUCATION SECOND QUARTER REPORT – WILLIAMS SETTLEMENT LEGISLATION:

Acceptance of Williams Settlement Legislation Orange County Department of Education (OCDE) Second 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. During the second quarter, the District received no complaints.

Contact: Tim Brooks, Associate Superintendent, Human Resource Services

#### 17. CONSIDER AND APPROVE JOB DESCRIPTIONS:

Approval of job descriptions for the positions of Associate Superintendent, Education and Support Services; Assistant Superintendent, Curriculum and Instruction, Education and Support Services; Executive Director, Curriculum and Instruction, General and Special Education, PK-5; Executive Director, Curriculum and Instruction, General and Special Education, 6-12, ATP; Director II, Cultural Proficiency, Equity, Access and Social Education Programs; Coordinator I, Science, Technology, Engineering, Math (STEM); Administrator on Special Assignment, COVID-19, Health & Safety, and Student Wellness. The new positions reflect greater efficiencies in the Education and Support Services for all students in both general education and special education. The new positions recommended for approval focus on the District's most high leverage work, and support for Board and community priorities, such as social emotional learning, cultural proficiency, STEM, and COVID mitigation.

With the projection of a structural deficit for CUSD due to the state's formula for public school funding, a Resolution was passed at the March 3, 2021 Special Board Meeting, reducing or eliminating particular kinds of services performed by Certificated employees. This Resolution included a reduction in District office positions. With fewer positions, the new job descriptions above were created to most efficiently support the vision of "one system of supports for all students" focused on the District's most high leverage work outlined above.

The open positions will be posted on EdJoin in an effort to retain employees and meet District staffing needs for the 2021-2022 school year. The open positions will follow the District's normal recruiting process in a timely manner. There is no financial impact to the approval of these management job descriptions, as they are funded through a cost savings from Board approved reductions on March 3, 2021.

Contact: Tim Brooks, Associate Superintendent, Human Resource Services

# **18. RESIGNATIONS/RETIREMENTS/EMPLOYMENT - CERTIFICATED** Page EMPLOYEES: EXH

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

### **19. RESIGNATIONS/RETIREMENTS/EMPLOYMENT EMPLOYEES:**

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

Page 341 EXHIBIT 17

Page 364 EXHIBIT 18

Page 390

**EXHIBIT 19** 

CLASSIFIED

Page 338 EXHIBIT 16

#### **GENERAL FUNCTIONS**

#### 20. **SCHOOL BOARD MINUTES:**

Approval of the February 17, 2021 Regular Board Meeting Minutes. Contact: Colleen Hayes, Manager II, Board Operations/Superintendent's Office

21. **SCHOOL BOARD MINUTES:** Approval of the March 3, 2021 Special Board Meeting Minutes. Contact: Colleen Hayes, Manager II, Board Operations/Superintendent's Office

#### 22. **SCHOOL BOARD MINUTES:**

Approval of the revised December 16, 2020 Regular Board Meeting Minutes. Contact: Colleen Hayes, Manager II, Board Operations/Superintendent's Office

#### **DISCUSSION/ACTION ITEMS**

#### 23. SECOND READING \_ **TEMPORARY** BOARD POLICY T5121.1, **GRADES/EVALUATION OF STUDENT ACHIEVEMENT:** ACTION

As the 2020-2021 school year continues, local and state health orders modify how instruction may be provided. Due to the ongoing COVID-19 pandemic, staff recommends Temporary Board Policy T5121.1, Grades/Evaluation of Student Achievement, to create maximum flexibility in how teachers monitor student progress during distance and hybrid learning. At the December 16, 2020 Board meeting staff recommended revisions to Board Policy T5121.1 to add temporary language to address the unique difficulty with completing APEX Physical Education (PE) courses online at the secondary level. The policy was updated to add Credit/No Credit (CR/NC) language for online APEX PE classes. Since December 2020, staff has received feedback to allow students the choice of a letter grade in place of a CR mark. At the February 17, 2021 meeting, staff was directed to update policy language to have grades default to CR/NC and provide students the option to select a letter grade in lieu of a CR. Staff developed two options, based on Trustee direction on February 17, 2021 and then subsequent feedback, in how language may be updated. Option one (in red text) provides students who earned an A will receive the letter A grade and all students who earned an F will receive NC. Option two (in blue text) provides similar language but also adds the letter B grade as a default letter grade and the letters C and D to default as CR. Students who earned a letter B grade may select a CR in lieu of the letter mark and students who earn a CR in lieu of a C letter grade may request a C in lieu of the CR mark. 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, staff recommends the Board of Trustees take action to approve either option one or option two of Temporary Board Policy T5121.1, Grades/Evaluation of Student Achievement.

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

Page 406 EXHIBIT 20

Page 417 **EXHIBIT 21** 

Page 420 EXHIBIT 22

DISCUSSION/ Page 434 **EXHIBIT 23** 

#### PROCESS FOR REOPENING OF SCHOOLS 2.0 FOR THE 2021-2022 SCHOOL 24. **YEAR:**

Staff will present an overview to Trustees regarding the Reopening Schools planning process for the 2021-2022 school year. Trustees have directed the Superintendent to "open school as normal if we are able to do so, as determined by the criteria established by the California Department of Public Health (CDPH) for the 2021-2022 school year." If that is not possible, then staff will create a Reopening 2.0 Plan that addresses the Board approved priorities for both elementary and secondary grade levels, providing quality inperson and 100 percent online instructional programs for students in both general education and special education. Staff will provide Trustees with information regarding the Reopening 2.0 Lead Team members, the Classified, Certificated, and Administration in Partnership for Excellence (CAPE) collaborative team format, parent and staff surveys and focus groups. This item only addresses the process by which staff will create a Reopening plan for 2021-2022. At the April 21, 2021, Board meeting, the Reopening Team will present a draft plan that will include models, programs, and proposed next steps for the Reopening 2.0 Plan. This draft Reopening plan will be presented at the April 21, 2021, Board meeting for discussion only, and then will return at the May 19, 2021, Board meeting for final action. There are no financial implications for this item.

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

CUSD WIG 2: Communications - Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions. Contact: Gregory Merwin, Chief Academic Officer, Education and Support Services

#### Staff Recommendation

It is recommended the Board President recognize Gregory Merwin, Chief Academic Officer, Education and Support Services, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

#### 25. SELECTION OF MOST BENEFICIAL PROPOSAL, AND APPROVAL OF DISCUSSION/ AGREEMENT REGARDING RIGHT TO PURCHASE ("LAS RAMBLAS ACTION **PROPERTY**"): Page 462 **EXHIBIT 25**

The Board is asked to select the most beneficial proposal to purchase the District's existing right to acquire the 7.292 acres of land located within the Community Facilities District (CFD) 98-1A and 98-1B, and to approve an Agreement regarding right to purchase which would allow for the District to sell its existing right to purchase.

#### 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 1) select the most beneficial proposal for the purchase of the District's existing right to acquire the 7.292 acres from its current owner, and 2) approve an Agreement regarding right to purchase (Las Ramblas Property).

\*Note, the Agreement was not yet finalized or available at the time of printing the District's agenda; however, should the Agreement be finalized by the Board Meeting, said Agreement will be made available to the public that evening.

Motion by Seconded by

**INFORMATION/** DISCUSSION Page 442 **EXHIBIT 24** 

FIRST READING - BOARD POLICY 1325, ADVERTISING AND PROMOTION: 26. The proposed revisions to Board Policy 1325, Advertising and Promotion, bring the policy current by aligning with the recommendations from the California School Boards Association policy. Language includes criteria for both distribution and advertising and specific criteria for approval providing safeguards for advertising content. Additionally, the revised policy would introduce an initial competitive "bidding" procedure to ensure a fair, equal, and transparent selection of an advertiser, while also maximizing the fundraising benefit to each school. Changes are underlined; deletions are struck through. CUSD WIG 2: Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions. Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

#### Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the first reading of Board Policy 1325, Advertising and Promotion.

Motion by Seconded by

#### **REVISED SELECTION OF TRUSTEE PARTICIPATION ON VARIOUS DISCUSSION/** 27. **COMMITTEES:**

During the December 16, 2020 Board Meeting, Trustee assignments to various committees and other groups were formally voted on by the Board. The exhibit includes a listing of appointments, as voted on, and the name or names of the Trustee(s) who serve on the committees during 2021. Board President Bullockus has asked that this item be brought back for revision to allow for a change of assignment. This agenda item allows for the Board of Trustees to take action to switch Trustee Bullockus and Trustee Davis in their roles as representatives on the Instructional Materials Review Committee (IMRC) and California School Boards Association (CSBA). Trustee Bullockus will resume her role as a CSBA Delegate and Trustee Davis will assume the role as representative on the IMRC. Trustee Davis is currently an alternate on the IMRC. This change from alternate to member allows Trustee Davis to take a more active role on the IMRC. Trustee Bullockus will assume the position of alternate on the IMRC. In addition, Trustee Bullockus will resume her role as Delegate with CSBA in place of newly appointed Trustee Davis. Also included in the exhibit is a REVISED Trustee Participation on Various Committees for the 2021 calendar year that reflect these changes. 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: Judy Bullockus, Board President Contact: Lisa Davis, Trustee

Staff Recommendation

It is recommended the Board of Trustees review the REVISED Trustee Participation on Various Committees as presented in the exhibit and take action to approve the new assignments for Trustee's Bullockus and Trustee Davis.

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

#### **ADJOURNMENT**

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

ACTION Page 470 **EXHIBIT 27** 

DISCUSSION/ ACTION Page 464 **EXHIBIT 26** 

#### THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, APRIL 21, 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

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

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

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

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

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

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

If you wish to register to be a public speaker, please register by clicking here.

<u>CLOSED SESSION:</u> In accordance with Education Code § 35146 and Government Code § 54957, the Board may recess to Closed Session to discuss personnel matters, which they consider inadvisable to take up in a public meeting. Members of the public shall have an opportunity to address the Board regarding items on the agenda to be considered during Closed Session prior to the Board adjourning the meeting to Closed Session. Individual presentations are limited to a maximum of three minutes; however, the time assigned for individual presentations could be fewer than three minutes depending upon the total number of speakers who wish to address a specific agenda topic.

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

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

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

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

#### **REASONABLE ACCOMMODATION**

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

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
From: Prepared by:	Clark Hampton, Deputy Superintendent, Business and Support Services Philippa Townsend, Assistant Superintendent, Fiscal Services
Date:	March 17, 2021
Board Item:	Donation of Funds and Equipment

#### **HISTORY**

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

#### **BACKGROUND INFORMATION**

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

#### **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

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EXHIBIT #1

ation of Funds	urch 17, 2021
Donat	Marc

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Ms. Angela Brown	\$142.00	\$142.00 Advanced Placement Testing	Aliso Niguel High School
Bathgate Elementary School Foundation	\$3,000.00	Virtual Science Camp	Bathgate Elementary School
Forster Ranch Education Foundation	\$2,500.00	Projectors	Bernice Ayer Middle School
Canyon Vista Elementary School PTA	\$4,750.00	Afterschool Program	Canyon Vista Elementary School
Georgie Boy, LLC		Therapy Supplies	Clarence Lobo Elementary School
City of Laguna Niguel	\$200.00	\$200.00 Homework Club Program	Dana Hills High School
R. Clarke Smith and Susan Smith	\$600.00	\$600.00 Technology	Dana Hills High School
Don Juan Avila Elementary School PTA	\$24,000.00	\$24,000.00 i-Ready Reading Program	Don Juan Avila Elementary School
Pumpkin City's Pumpkin Farm, Inc.	\$200.00	\$200.00 Classroom Materials and Supplies	Fred Newhart Middle School
John S. Malcom Elementary School PTA	\$1,088.28	\$1,088.28 Walkie-Talkies	John S. Malcom Elementary School
Ladera Ranch Elementary School PTA	\$1,843.22	\$1,843.22 i-Pad Minis	Ladera Ranch Elementary School
Las Palmas Elementary School PTA	\$52,224.05	\$52,224.05 STEAM Lab Project	Las Palmas Elementary School
Moulton Elementary School PTA	\$1,200.00	\$1,200.00 School Assembly	Moulton Elementary School
RMIQ Foundation	\$20,918.97	\$20,918.97 Para Educator's Salaries	Moulton Elementary School
Bergen Country's United Way	\$100.00	\$100.00 Classroom Materials and Supplies	Philip J. Reilly Elementary School
Farmers and Merchants Bank	\$500.00	\$500.00 School use as Needed	Tesoro High School
Forester Ranch Education Foundation	\$847.82	Chromebooks	Truman Benedict Elementary School
The Blackbaud Giving Fund	\$280.00	\$280.00 Classroom Materials and Supplies	Truman Benedict Elementary School
Thi Enterprises, Inc.	\$200.00	\$200.00 Classroom Materials and Supplies	Vista del Mar Middle School
MAKO Educational Foundation	\$1,483.72	\$1,483.72 Projectors	Vista del Mar Middle School
MAKO Educational Foundation	\$18,555.29	\$18,555.29 Counselor Additional Assignments	Vista del Mar Middle School
MAKO Educational Foundation	\$2,055.87	\$2,055.87 Walkie-Talkies	Vista del Mar Middle School
MAKO Educational Foundation	\$20,230.60	\$20,230.60 Counselor Additional Assignments	Vista del Mar Middle School

# Donation of Funds March 17, 2021

DONATED BY	AMOUNT	PURPOSE	SCHOOL
MAKO Educational Foundation	\$15,306.00	\$15,306.00 Librarian's Salary	Vista del Mar Middle School
Ms. Agnes Kang		Yamaha Baby Grand Piano	Vista del Mar Middle School
YourCause	\$400.00	\$400.00 Classroom Materials and Supplies	Wagon Wheel Elementary School
	\$172,625.82		

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
1 2	Clark Hampton, Deputy Superintendent, Business and Support Services Philippa Townsend, Assistant Superintendent, Fiscal Services Lynh Rust, Executive Director, Contracts and Purchasing
Date:	March 17, 2021
Board Item:	Purchase Orders, Commercial Warrants and Previously Board-Approved Bids and Contracts

#### HISTORY

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

#### **BACKGROUND INFORMATION**

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

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

#### **CURRENT CONSIDERATIONS**

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

Page 1 of 2

EXHIBIT #2

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

Atta Paç		CHASE ORDER DETAIL REPORT BY BOARD OF TRUSTEES MEETING 03/17/2021	ER DETAIL ISTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 03/17/2021	D FROM 01/25/2021 TO 02/21/2021
<b>N</b> Odment 1 ge 1 of 21	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68A0352	REGENTS OF THE UNIVERSITY OF C	6,000.00	6,000.00	0165000029 5815	General-Spec Ed-PsychSer / Consulting Services; Non-Instr
P68A0353	THE CHILDREN'S SCHOOL INC.	24,700.00	24,700.00	0165000413 5802	SPED General / Non-Public Schools
P68A0354	<b>CLAIRE H. RADICE</b>	50,000.00	50,000.00	0165000428 5100	SPED General / Subagreements for services
P68A0355	PEDIATRIC THERAPY SERVICES LLC	100,000.00	100,000.00	0165000415 5101	SPED General / Subagreement NPA
P68A0356	PEDIATRIC THERAPY SERVICES LLC	100,000.00	100,000.00	0165000415 5101	SPED General / Subagreement NPA
P68A0358	<b>THREE POINTS CENTER LLC DBA TH</b>	1,254.04	1,254.04	0165000414 5803	SPED General / Residential Treatment Center
P68A0359	OCEANVIEW SCHOOL	27,000.00	2,001.00	0165000411 5102	SPED General / Subagreement NPS
P68A0360	THREE POINTS CENTER LLC DBA TH	86.777.04	7.800.00	0165000411 5803	SFED General / Non-Fublic Schools SPED General / Residential Treatment Center
		x	45,989.52	0165120063 5104	SPED general / Subagreement Mental Health B&C
			32,987.52	0165120064 5104	SPED general / Subagreement Mental Health B&C
$_{ m H}$ P68A0361	HARBOTTLE LAW GROUP A	200,000.00	200,000.00	0165000009 5820	General-Spec Ed-SupvAdmn / Legal Services
HX P68A0362	<b>AUTISM BEHAVIOR SERVICES INC</b>	8,308.00	8,308.00	0165000413 5801	SPED General / Non-Public Agency
E P68A0363	SPEECH BANANAS INC.	1,175.00	1,175.00	0165000434 5800	SPED General / PROF/CONS SERV & OPER EXPEND
⊟ P68A0364	ALPINE ACADEMY	452.20	452.20	0165000414 5803	SPED General / Residential Treatment Center
₹ <b>P68P2108</b>	SOLUTION TREE INC	5,032.00	3,774.00	0175100044 5215	General:Low-Performing / Conference : Instructional
			1,258.00	0175100151 5216	low perf / Conference : Non-Instructional
P68P2117	SOLUTION TREE INC	2,516.00	2,516.00	0175100114 5216	LOW PERF / Conference : Non-Instructional
P68P2197	NSTA	255.10	255.10	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68P2252	SOLUTION TREE INC	6,919.00	5,661.00	0175100051 5215	General:Low-Performing / Conference : Instructional
			1,258.00	0175100051 5216	General:Low-Performing / Conference : Non-Instructional
P68P2256	SOLUTION TREE INC	5,032.00	5,032.00	0175100026 5215	General:Low-Performing / Conference : Instructional
P68P2288	<b>BRAIN POP LLC</b>	2,950.00	2,950.00	0104000303 5800	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPENI
P68P2371	SOLUTION TREE INC	2,516.00	2,516.00	0175100045 5215	General:Low-Performing / Conference : Instructional
P68P2375	<b>CALIFORNIA WEEKLY EXPLORER INC</b>	399.99	399.99	0104000363 5800	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPENI
P68P2376	<b>CALIFORNIA WEEKLY EXPLORER INC</b>	1,559.98	1,559.98	0104000341 5800	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPENI
P68P2389	VEX ROBOTICS INC	127.34	127.34	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2390	BE GLAD LLC	20,520.00	20,520.00	0130100098 5800	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
P68P2391	ACSA/FOUNDATION FOR EDUC	325.00	325.00	0100000271 5216	General-Undes-Supt / Conference : Non-Instructional
o P68P2392	SOUTHWEST SCHOOL & OFFICE SUPP	643.85	643.85	0104000097 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
00 <b>F2400</b>	APPLE INC	326.17	326.17	0100650026 4300	SPED General / MATERIALS & SUPPLIES
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P68P2402	MOBILE COMMUNICATION REPAIR	261.29	261.29	0104000137 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
P68P2403	<b>REC SOLAR COMMERCIAL CORP</b>	1,182.50	1,182.50	0181500014 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2404	SOLUTION TREE INC	5,032.00	5,032.00	0175100008 5800	General:Low-Perf:Instruct / PROF/CONS SERV & OPER
P68P2406	<b>OTC BRANDS INC (ORIENTAL TRADI</b>	313.43	313.43	0104000344 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P2407	MHS INC	10,775.01	4,309.98	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			6,465.03	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P2408	<b>VERNIER SOFTWARE &amp; TECHNOLOGY</b>	3,364.19	3,364.19	01638800264300	General SWF / MATERIALS & SUPPLIES
P68P2409	CSBA	399.00	399.00	010000262 5216	General-Undes-Board / Conference : Non-Instructional
P68P2410	GEARY PACIFIC CORP	6,000.00	6,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68P2411	CSBA	399.00	399.00	010000262 5216	General-Undes-Board / Conference : Non-Instructional
P68P2412	<b>TIFCO INDUSTRIES INC</b>	3,000.00	3,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68P2413	CSBA	399.00	399.00	010000262 5216	General-Undes-Board / Conference : Non-Instructional
<sub>H</sub> P68P2414	<b>CRISIS PREVENTION INSTITUTE IN</b>	3,699.00	3,699.00	0165000425 5800	SPED General / PROF/CONS SERV & OPER EXPEND
X P68P2415	JOHNSON, MELISSA	405.29	405.29	0104000377 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
E P68P2417	<b>CATALINA PRODUCTS INTERNATIONA</b>	310.32	310.32	0181500073 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
⊟ P68P2418	MESA GOLF CARTS	15,000.00	15,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
<sup>t</sup> 5 <b>P68P2419</b>	LAWSON PRODUCTS INC	5,000.00	5,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68P2420	<b>COAST RECREATION INC</b>	5,000.00	5,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68P2421	THE ALWAYS INNOVATIVE CO INC D	2,000.00	2,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2423	<b>RUSSELL SIGLER INC</b>	5,062.10	5,062.10	0181500056 4405	General-RR&Maint-RR:Bldgs / Non-Capitalized Equip: Non-Ir
P68P2424	WILLIAMS, JAMES AND GINI	8,267.00	8,267.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2425	<b>RUSSELL SIGLER INC</b>	10,203.93	10,203.93	0181500018 4405	General-RR&Maint-RR:Bldgs / Non-Capitalized Equip: Non-Ir
P68P2426	ULYATE, SEAN AND LAURA	15,000.00	15,000.00	0100650026 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2427	HOLLAR SPEECH & LANGUAGE THERA	2,340.00	2,340.00	0165000036 5815	General-Spec Ed-Spch Aud / Consulting Services: Non-Instr
P68P2428	RAM AIR ENGINEERING INC	10,000.00	10,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2429	<b>NSWC MECHANICAL SERVICE LLC</b>	10,000.00	10,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2430	HD SUPPLY CONSTRUCTION AND	5,000.00	5,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68P2431	Q FENCE AND FABRICATION INC	425.00	425.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2432	NCS PEARSON INC.	129.30	129.30	01650000364500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
P68P2433	ACCO ENGINEERED SYSTEMS INC.	10,567.00	10,567.00	0181500042 4405	General-RR&Maint-RR:Bldgs / Non-Capitalized Equip: Non-Ir
2 P68P2434	TIME AND ALARM SYSTEMS	8,089.84	8,089.84	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
0477 best 52435	UNIVERSITY OF OREGON	291.67	291.67	0141270010 5800	General: Title IV: Instruc / PROF/CONS SERV & OPER
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Odment 1 ge 3 of 21	VENDOR	PO TOTAL	ACCOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P2436	AVID CENTER	4,435.00	3,335.00	0130100107 5215	General-Title I-Instrctn / Conference : Instructional
			1,100.00	0140350006 5216	General-Title II-SupvAdmn / Conference : Non-Instructional
P68P2437	<b>READ NATURALLY INC</b>	690.00	690.00	0130100094 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P2438	INTERNATIONAL BACCALAUREATE OR	28,578.00	28,578.00	0100020432 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2439	<b>CURRICULUM ASSOCIATES LLC</b>	1,500.00	1,500.00	0100020643 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2440	<b>AERIES SOFTWARE INC.</b>	900.00	900.006	010000342 5216	General-Undes-TIS / Conference : Non-Instructional
P68P2441	<b>VORTEX INDUSTRIES INC</b>	20,000.00	20,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2442	HIRSCH PIPE & SUPPLY INC	10,000.00	10,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68P2443	<b>PROGRESSIVE SURFACE SOLUTIONS</b>	752.02	752.02	0181500016 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2444	STATE WATER RESOURCE CTRL BRD	1,474.00	1,474.00	0181500209 5800	General-RR&Maint-Dist Veh / PROF/CONS SERV & OPER
P68P2445	W W GRAINGER INC	1,269.27	1,269.27	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68P2446	VERTICAL TRANSPORT INC	8,078.86	8,078.86	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
$_{ m H}$ P68P2447	AVERY DENNISON	1,453.43	1,453.43	010000342 4500	General-Undes-TIS / Other Supplies : Non-Instructl
X P68P2448	THREE'S COMPANY SERVICES INC	2,500.00	2,500.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
E P68P2449	OTICON INC	1,717.05	1,717.05	0105040006 4400	General-504/StSr-Instrctn / NONCAPITALIZATION
<b>FI</b> P68P2450	STATE OF CALIFORNIA	200.00	200.00	0165000036 5800	General-Spec Ed-Spch Aud / PROF/CONS SERV & OPER
₹ <b>P68P2451</b>	MAGNATAG VISIBLE SYSTEMS	1,334.94	1,334.94	0100020036 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68P2452	FLINN SCIENTIFIC INC	246.45	246.45	0104000439 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P2453	<b>GILBERT &amp; STEARNS INC</b>	15,085.06	15,085.06	0181500022 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2454	CDWG Inc	73,777.41	73,777.41	0135550028 4400	Substitute Tcher / NONCAPITALIZATION EQUIPMENT
P68P2455	SOUTHWEST SCHOOL & OFFICE SUPP	600.00	600.00	$0100020056\ 4500$	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68P2456	SOUTHWEST SCHOOL & OFFICE SUPP	404.06	404.06	0132150012 4500	General-GEER-LLM / Other Supplies : Non-Instructl
P68P2457	CDWG Inc	4,203.79	4,203.79	010000342 4405	General-Undes-TIS / Non-Capitalized Equip: Non-Ins
P68P2458	LAGUNA NIGUEL CHAMBER OF	195.00	195.00	0100000277 5300	General-Undes-Pub Info / DUES & MEMBERSHIPS
P68P2459	SIMONSON PHOTOGRAPHY INC	2,100.00	2,100.00	0100000277 4500	General-Undes-Pub Info / Other Supplies : Non-Instructl
P68P2460	LANGEVIN, SUSAN AND PETER	7,575.00	7,575.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2461	TIMOTHY A ADAMS & ASSOC APLC	21,500.00	21,500.00	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
P68P2462	APPLE INC	1,530.76	1,530.76	0165000415 4400	SPED General / NONCAPITALIZATION EQUIPMENT
P68P2463	<b>BARNES &amp; NOBLE BOOKSELLERS INC</b>	500.00	500.00	0145100014 4300	General-Ind Ed-Instrctn / MATERIALS & SUPPLIES
P68P2464	SELECT EQUIPMENT SALES INC	5,567.44	5,567.44	010000342 4405	General-Undes-TIS / Non-Capitalized Equip: Non-Ins
∞ P68P2465	APPLE INC	2,730.00	2,730.00	0100000342 4405	General-Undes-TIS / Non-Capitalized Equip: Non-Ins
00 <b>D68P2466</b>	PATON MILLER LLC DBA	8,526.25	8,526.25	0163870034 4300	General-CTEIG-Instrctn / MATERIALS & SUPPLIES
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Atta Pa		BOARD OF TRUSTEES MEETING 03/17/2021	JSTEES MEET	NG 03/17/2021	FROM 01/25/2021 TO 02/21/2021
Odent 1 ge 4 of 21	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P2467	PACIFIC COAST ENTERTAINMENT	5,372.81	5,372.81	0135550006 4400	General-VEA-Instrctn / NONCAPITALIZATION EQUIPMEN
P68P2468	EAI EDUCATION	233.49	233.49	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2469	CJT ENTERPRISES INC.	264.98	264.98	01650004184300	SPED General / MATERIALS & SUPPLIES
P68P2470	SONOVA USA INC	72.79	72.79	0165000415 4300	SPED General / MATERIALS & SUPPLIES
P68P2471	OTICON INC	600.30	600.30	0165000415 4400	SPED General / NONCAPITALIZATION EQUIPMENT
P68P2472	SONOVA USA INC	178.99	178.99	0165000415 5600	SPED General / RENTALSLEASES & REPAIRS
P68P2473	NATIONAL SEATING & MOBILITY IN	3,046.74	3,046.74	0165000034 4405	General-Spec Ed-HlthServ / Non-Capitalized Equip: Non-Ins
P68P2474	LAKESHORE LEARNING MATERIALS	517.73	517.73	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2475	THE LOCAL DISH INC	1,600.00	1,600.00	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
P68P2476	<b>COMMUNITY PUBLICATIONS LLC</b>	675.00	675.00	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
P68P2477	<b>COMMUNITY PUBLICATIONS LLC</b>	950.00	950.00	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
P68P2478	ABLENET INC	355.57	355.57	01650004184300	SPED General / MATERIALS & SUPPLIES
$_{ m H}$ P68P2479	CONSOLIDATED ELECTRICAL DISTR	30,000.00	30,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
X P68P2481	<b>BERTRANDS HORN IMPROVEMENT</b>	500.00	500.00	0111020006 5600	General-Music-Instrctn / RENTALSLEASES & REPAIRS
E P68P2482	CAMCOR INC	1,446.27	1,446.27	0104000300 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
⊟ P68P2483	<b>CULVER-NEWLIN INC</b>	287.56	287.56	0100020063 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
the state of the	SOUTHWEST SCHOOL & OFFICE SUPP	2,779.95	2,779.95	0132150012 4500	General-GEER-LLM / Other Supplies : Non-Instructl
P68P2485	SOUTHWEST SCHOOL & OFFICE SUPP	4,848.75	4,848.75	0132150012 4500	General-GEER-LLM / Other Supplies : Non-Instructl
P68P2486	<b>REC SOLAR COMMERCIAL CORP</b>	75,039.00	9,633.00	0194490010 5605	General-CREB Subsidies / Rental, Leases & Repairs:Other
			11,292.00	0194490011 5605	General-CREB Subsidies / Rental, Leases & Repairs:Other
			11,054.00	0194490012 5605	General-CREB Subsidies / Rental, Leases & Repairs:Other
			9,218.00	0194490013 5605	General-CREB Subsidies / Rental, Leases & Repairs:Other
			11,427.00	0194490014 5605	General-CREB Subsidies / Rental, Leases & Repairs:Other
			12,250.00	0194490015 5605	General-CREB Subsidies / Rental, Leases & Repairs:Other
			10,165.00	0194490016 5605	General-CREB Subsidies / Rental, Leases & Repairs:Other
P68P2488	<b>GRAVOTECH INC</b>	1,923.27	1,923.27	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68P2489	<b>CAPISTRANO CRANE SERVICE</b>	8,000.00	8,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2490	HD SUPPLY CONSTRUCTION AND	2,101.12	2,101.12	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68P2492	ADVANTAGE WEST INVESTMENT ENTE	4,263.02	4,263.02	0181500009 4405	General-RR&Maint-RR:Bldgs / Non-Capitalized Equip: Non-Ir
P68P2493	CDWG Inc	1,483.72	1,483.72	0100020663 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
6 P68P2494	SCHOLASTIC	72.72	72.72	0130100104 4200	General-Title I-Instrctn / BOOKS OTHER THAN TEXTBOOK
of 47	SOUTHWEST SCHOOL & OFFICE SUPP	2,553.68	2,553.68	0132150012 4500	General-GEER-LLM / Other Supplies : Non-Instructl
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,   		ROARD OF TRUSTEES MEETING 03/17/2021	ISTEES MEET	NG 03/17/2021	FROM 01/25/2021 TO 02/21/2021
Attachme Page 5 o		PO	ACCOUNT	ACCOUNT	
n n n n n n n n n n n n n n n n n n n	VENDOR	TOTAL	AMOUNT	NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P2496	<b>BEACH CITIES GLASS INC</b>	12,814.86	12,814.86	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2497	<b>RUSSELL SIGLER INC</b>	9,338.14	9,338.14	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2498	W W GRAINGER INC	2,502.73	2,502.73	0100000373 4500	General-Undes-Custodil / Other Supplies : Non-Instructl
P68P2499	<b>RUSSELL SIGLER INC</b>	10,000.00	10,000.00	0181500009 4405	General-RR&Maint-RR:Bldgs / Non-Capitalized Equip: Non-Ir
P68P2500	<b>RUSSELL SIGLER INC</b>	10,000.00	10,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68P2501	ASSI SECURITY	14,274.02	14,274.02	0130100102 4400	General-Title I-Instrctn / NONCAPITALIZATION
P68P2502	PRO-ED INC	747.72	747.72	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
P68P2503	SCHOOL HEALTH CORPORATION	217.22	217.22	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P2504	NATIONAL BUSINESS FURNITURE LL	2,037.16	2,037.16	0135550003 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
P68P2505	<b>CULVER-NEWLIN INC</b>	299.98	299.98	0130100010 4500	General-Title I-SupvAdmn / Other Supplies : Non-Instructl
P68P2506	SCOTT, ROSEMARY	1,536.00	1,536.00	0156400049 5800	General-Medi-Cal-Spch Aud / PROF/CONS SERV & OPER
P68P2507	AVID CENTER	10,200.00	1,700.00	0140350006 5216	General-Title II-SupvAdmn / Conference : Non-Instructional
E			8,500.00	0140350019 5215	General-Title II-Instrctn / Conference : Instructional
HX P68P2508	MATHIESEN, TARA	5,000.00	5,000.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
E P68P2509	<b>COMMUNITY PUBLICATIONS NETWORK</b>	900.00	900.00	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
$\overline{1}$ P68P2510	SOLUTION TREE INC	2,516.00	1,258.00	0175100036 5215	General:Low-Performing / Conference : Instructional
#2			1,258.00	0175100168 5216	low performing / Conference : Non-Instructional
P68P2511	LOCTEK INC. DBA FLEXI SPOT	6,182.48	6,182.48	0163880023 4300	general swf / MATERIALS & SUPPLIES
P68P2512	<b>CONSULAB EDUCATECH INC.</b>	28,740.16	28,740.16	0163880027 4400	General SWF / NONCAPITALIZATION EQUIPMENT
P68P2513	SOUTHWEST SCHOOL & OFFICE SUPP	2,000.00	2,000.00	01301000914300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P2514	LITERACY RESOURCES LLC	428.28	428.28	0130100094 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P2515	THE WILDERNESS CLASSROOM ORGAN	1,200.00	1,200.00	0104000312 5810	General-Gifts-Instrctn / Consulting Services
P68P2517	<b>COMPREHENSIVE COLLEGE PREP INC</b>	7,500.00	7,500.00	0141270007 5810	General: TitleIV: Well / Consulting Services
P68P2518	LITERACY RESOURCES LLC	2,546.15	2,546.15	0130100364 4300	General: Title I: Supplies / MATERIALS & SUPPLIES
P68P2519	SOUTHWEST SCHOOL & OFFICE SUPP	1,750.94	1,750.94	0132150001 4300	General-GEER-LLM / MATERIALS & SUPPLIES
P68P2520	MARLIN COMPANY, THE	1,800.00	900.00	0172300008 4500	General-H-S Trns-PuplTran / Other Supplies : Non-Instructl
			900.00	0172400005 5800	General-SpEdTran-PupITran / PROF/CONS SERV & OPER
P68P2521	SUPPLY SOLUTIONS	2,586.01	2,586.01	0132150001 4300	General-GEER-LLM / MATERIALS & SUPPLIES
P68P2522	AVERY DENNISON	1,525.33	1,525.33	0100000342 4405	General-Undes-TIS / Non-Capitalized Equip: Non-Ins
P68P2523	SHAMROCK MUSIC	2,995.00	2,995.00	0141270061 5600	general / RENTALSLEASES & REPAIRS
0 P68P2524	APPLE INC	8,570.70	8,570.70	0160100048 4300	General-AftSchLr-Instrctn / MATERIALS & SUPPLIES
of 47	ADVANTAGE WEST INVESTMENT ENTE	1,722.63	1,722.63	0163870007 4300	General-CTEIG-Instrctn / MATERIALS & SUPPLIES
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PURCHASE ORDER DETAIL REPORT BY FUND

Atta Pag		CHASE ORDER DETAIL REPORT BY BOARD OF TRUSTEES MEETING 03/17/2021	ER DETAIL	PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 03/17/2021	D FROM 01/25/2021 TO 02/21/2021
Odment of 21	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P2526	DIGITAL NETWORKS GROUP INC	836.34	270.01 270.01 296.32	0163880010 4405 0163880011 4405 0163880016 4405	General-SWF / Non-Capitalized Equip: Non-Ins General-SWF / Non-Capitalized Equip: Non-Ins General-SWF / Non-Capitalized Equip: Non-Ins
P68P2527 P68P2528	ATKINSON ANDELSON LOYA STRATEGIC KIDS LLC	$147.00 \\ 1,137,600.00$	147.00 505,000.00 632 600.00	0100000291 5216 0132150001 5800 0132150009 5800	General-Undes-Prsnl:HR / Conference : Non-Instructional General-GEER-LLM / PROF/CONS SERV & OPER EXPEND General-GFER-LI M / PROF/CONS SERV & OPER EXPEND
P68P2529 P68P2530	SOUTHWEST SCHOOL & OFFICE SUPP OCDE	1,500.00 350.00	1,500.00 1,500.00 150.00	0100020249 4300 0140350006 5216 0140350019 5215	General-SiteAllo-Instruct / MATERIALS & SUPPLIES General-Title II-SupvAdmn / Conference : Non-Instructional General-Title II-Instruction
P68P2531 P68P2533 D68P2533	ALC SCHOOLS LLC COLLEGE BOARD ET INN SCHENTFIELT INC	18,000.00 969.00 240 54	20000 18,000.00 969.00	0130100388 5800 0100029397 4300 0100029397 4300	General-Title I-SupvAdmn / PROF/CONS SERV & OPER General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2535 HXP68P2535	EDWARD R NUNEZ DBA JOURNEYS TO PARADIGM HEALTH CARE SERVICES	490.00 8,500.00	490.00 8,500.00	0145100006 5800 0156400024 5800	General-Ind Ed-SupvAdmn / PROF/CONS SERV & OPER General-Medi-Cal-SupvAdmn / PROF/CONS SERV & OPER
P68P2537 P68P2538 P68P2538 P68P2539 P68P2530	PARADIGM HEALTH CARE SERVICES PARADIGM HEALTH CARE SERVICES PARADIGM HEALTH CARE SERVICES SAN DIFGO COUNTY OFFICE OF ED	21,915.00 123.48 12,717.33 3 125 00	21,915.00 123.48 12,717.33 3 175.00	0156400024 5800 0156400024 5800 0156400024 5800 0141270001 5216	General-Medi-Cal-SupvAdmn / PROF/CONS SERV & OPER General-Medi-Cal-SupvAdmn / PROF/CONS SERV & OPER General-Medi-Cal-SupvAdmn / PROF/CONS SERV & OPER General-Title IV/Summort / Conference · Non-Instructional
P68P2541 P68P2542 P68P2542 P68P2543	VERNE'S PLUMBING INC. JOSE MEDINA JOSE MEDINA	50,000.00 2,500.00 10,000.00	50,000.00 2,500.00 10.000.00	017510169 5800 017510169 5800 017510169 5800	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe General-Title I-Instruct / PROF/CONS SERV & OPER EXPEN General:Low-Perf:Instruct / PROF/CONS SERV & OPER
P68P2544 P68P2545 P68P2545 P68P2546	STANDRIDGE, KAREN CHADWICK, CHARLES AND MICHELLE WATERLINES TECHNOLOGIES INC	3,000.00 4,854.30 8.438.79	3,000.00 4,854.30 8,438.79	0165000419 5800 0165000414 5802 0181500018 5605	SPED General / PROF/CONS SERV & OPER EXPEND SPED General / Non-Public Schools General-RR&Maint-RR:Bldgs / Rental. Leases & Repairs:Othe
P68P2547 P68P2548 P68P2548	CASCWA OCDE INDEPENDENT LIVING AIDS LLC	175.00 525.00 304.43	175.00 525.00 304.43	0130100225 5216 0100020019 5216 0165000418 4300	General-Title I-Instructure Conference : Non-Instructional General-SiteAllo-Sch Adm / Conference : Non-Instructional SPFD General / MATERIALS & SUPPLIFS
P68P2550 P68P2551 P68P2551 P68P2553 P68P2553 P68P2554	MIDAS MV INC.DBA MIDAS #1260 SMARDAN SUPPLY COMPANY CULVER-NEWLIN INC OCDE SCHOOL SERVICES OF CALIFORNIA	8,000.00 5,000.00 1,664.74 700.00 920.00	8,000.00 5,000.00 1,664.74 700.00 920.00	0172400010 5605 018150009 4500 0134100018 4500 0100020019 5216 0100000285 5216	General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl SPED General / Other Supplies : Non-Instructl General-SiteAllo-Sch Adm / Conference : Non-Instructional General-Undes-Bus/Fisc / Conference : Non-Instructional
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A		BOARD OF TRUSTEES MEETING 03/17/2021	ISTEES MEET	ING 03/17/2021	FROM 01/25/2021 TO 02/21/2021
Odment ttachment age 7 of 21	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P2555	SUN COUNTRY PLAYGROUNDS INC.	5,000.00	5,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68P2556	<b>CUSD - PARENT MILEAGE REIMBURS</b>	1,500.00	1,500.00	0130100078 5800	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
P68P2557	EMERALD COVE OUTDOOR SCIENCE I	3,000.00	3,000.00	0104000341 5800	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPENI
P68P2558	MAGNATAG VISIBLE SYSTEMS	553.86	553.86	0100020047 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68P2559	DEMCO	179.71	179.71	0100040066 4300	General-Lib Abte-Libr&Med / MATERIALS & SUPPLIES
P68P2560	CDWG Inc	21,089.70	21,089.70	0135550003 4400	General-VEA-Instrctn / NONCAPITALIZATION EQUIPMEN
P68P2561	<b>PROSURFACE INC</b>	15,000.00	10,050.00	0181500016 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
			4,950.00	0181500016 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2562	SPICERS PAPER INC	22,156.85	22,156.85	01 9321	General-Undes / STORES-WAREHOUSE
P68P2563	FOLLETT SCHOOL SOLUTIONS INC	199.00	199.00	0130100104 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P2564	LITERACY RESOURCES LLC	1,024.84	1,024.84	0175100031 4300	General:Low-Performing / MATERIALS & SUPPLIES
P68P2565	<b>VERNE'S PLUMBING INC.</b>	50,000.00	50,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
<sub>H</sub> P68P2566	TIMOTHY A ADAMS & ASSOC APLC	8,900.00	8,900.00	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
X P68P2567	LAKESHORE LEARNING MATERIALS	1,302.05	1,302.05	0165000608 4500	SPED / Other Supplies : Non-Instructl
E P68P2569	<b>EXPLORE LEARNING LLC</b>	1,965.00	1,965.00	0163000010 5800	General-Lott:IM-Instrctn / PROF/CONS SERV & OPER
☐ P68P2570	DEMCO	94.62	94.62	0100040073 4200	General-Lib Abte-Libr&Med / BOOKS OTHER THAN
<sup>₹</sup> P68P2571	<b>TENNIS WAREHOUSE</b>	1,291.92	1,291.92	0111000161 4300	General-CoCurric-CurAthlt / MATERIALS & SUPPLIES
P68P2572	SAN DIEGO COUNTY OFFICE OF ED	540.00	180.00	010010270 5216	Ed Div / Conference : Non-Instructional
			360.00	010100258 5215	Ed Div / Conference : Instructional
P68P2573	SOUTHWEST SCHOOL & OFFICE SUPP	1,453.35	1,453.35	01630000104300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68P2574	SOUTHWEST SCHOOL & OFFICE SUPP	2,000.00	2,000.00	0100020276 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2575	<b>CAROLINA BIOLOGICAL SUPPLY CO.</b>	293.68	293.68	01630000104300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68P2576	GANAHL LUMBER CO	15,472.90	15,472.90	0181500108 4405	General-RR&Maint-RR:Bldgs / Non-Capitalized Equip: Non-Ir
P68P2577	SWIVL INC. DBA SATARII INC.	746.71	746.71	0130100038 4500	General-Title I-Sch Adm / Other Supplies : Non-Instructl
P68P2578	UNITED PARCEL SERV	15,000.00	15,000.00	010000309 5900	General-Undes-Warehse / COMMUNICATIONS
P68P2579	STAPLES BUSINESS ADVANTAGE	83.05	83.05	0141270057 4300	General: Title IV: PRIV Tech / MATERIALS & SUPPLIES
P68P2580	<b>CALIFORNIA WEEKLY EXPLORER INC</b>	749.99	749.99	0109860093 5800	General-Bill/Inv-Enterprs / PROF/CONS SERV & OPER
P68P2581	<b>CALIFORNIA WEEKLY EXPLORER INC</b>	1,139.99	1,139.99	0109860093 5800	General-Bill/Inv-Enterprs / PROF/CONS SERV & OPER
P68P2582	<b>CALIFORNIA WEEKLY EXPLORER INC</b>	1,489.99	1,489.99	0104000341 5800	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPENI
P68P2584	Q FENCE AND FABRICATION INC	8,200.00	8,200.00	0104000191 5605	General-Gifts-RR:Bldgs / Rental, Leases & Repairs:Other
51 P68P2585	SOUTHWEST SCHOOL & OFFICE SUPP	5,200.00	5,200.00	0100020768 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
068 <b>D</b> 2586	COLLEGE BOARD	2,329.00	2,329.00	0100022140 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
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PURCHASE ORDER DETAIL REPORT BY FUND

Att Pa		PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 03/17/2021	<b>ER DETAIL</b> USTEES MEETI	REPORT BY FUN ING 03/17/2021	D FROM 01/25/2021 TO 02/21/2021
Odment ge 8 of 21	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P2588 P68P2589	SPORTS FACILITIES GROUP INC AFRIES SOFTWARE INC	232.76 150.00	232.76 150.00	0141270057 4300 010000009 5216	General:Title IV:PRIV Tech / MATERIALS & SUPPLIES General-StiteAllo-Sch Adm / Conference · Non-Instructional
P68P2591	SCHOOL HEALTH CORPORATION	469.06	159.48	0100020310 4300	General-SiteAllo-Instructur / MATERIALS & SUPPLIES
			309.58	0100020591 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
5662780Y	GRAY STEP SUFT WARE INC	10,164.00	1,694.00	0109860006 5800	General-Bill/Inv-Enterprs / PROF/CONS SERV & OPER General-Bill/Inv-Entermrs / PROF/CONS SERV & OPER
			1,694.00	0109860015 5800	General-Bill/Inv-Enterprs / PROF/CONS SERV & OPER
			1,694.00 1,694.00	0109860020 5800 0109860025 5800	General-Bill/Inv-Enterprs / PROF/CONS SERV & OPER General-Bill/Inv-Enterpres / PROF/CONS SERV & OPER
			1,694.00	0109860030 5800	General-Bill/Inv-Enterpres / PROF/CONS SERV & OPER
P68P2594	PRO-ED INC	167.21	66.88	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			100.33	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
Here Here Here Here Here Here Here Here	<b>GOPHER ATHLETIC</b>	1,561.54	1,561.54	0100020768 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
HX P68P2596	CDWG Inc	847.82	847.82	0104000329 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
E P68P2597	<b>RIFTON EQUIPMENT</b>	3,534.20	3,534.20	0165000429 4405	SPED General / Non-Capitalized Equip: Non-Ins
$\pm$ P68P2598	<b>RAM AIR ENGINEERING INC</b>	22,410.74	22,410.74	0181500014 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
t ₹ <b>P68P2599</b>	NCS PEARSON INC.	6,481.50	2,592.60	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			3,888.90	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P2600	NCS PEARSON INC.	2,039.30	815.72	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			1,223.58	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P2601	NCS PEARSON INC.	483.44	193.38	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			290.06	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P2602	NCS PEARSON INC.	1,210.85	484.34	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			726.51	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instruct
P68P26U3	CURRICULUM ASSOCIATES LLC	44.022	100.17	0165000029 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P2604	SOUTHWEST SCHOOL & OFFICE SUPP	P 4,000.00	4,000.00	0100020238 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2605	MHS INC	862.00	344.80	010000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			517.20	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P2606	<b>APPLE INC</b>	614.18	614.18	0165000418 4300	SPED General / MATERIALS & SUPPLIES
51 P68P2607	PARADIGM HEALTH CARE SERVICES	5,818.44	5,818.44	0156400024 5800	General-Medi-Cal-SupvAdmn / PROF/CONS SERV & OPER
<b>besb5008</b>	OCEAN INSTITUTE	500.00	500.00	0104000341 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
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Atta Pag		BOARD OF TRUSTEES MEETING 03/17/2021	ISTEES MEET	BOARD OF TRUSTEES MEETING 03/17/2021	FROM 01/25/2021 TO 02/21/2021
Odent 1 ge 9 of 21	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P2609	APPLE INC	1,831.44	1,831.44	$0165000418\ 4400$	SPED General / NONCAPITALIZATION EQUIPMENT
P68P2610	<b>ORIGIN INSTRUMENTS CORPORATION</b>	470.78	470.78	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P2611	LEARNING ALLY	3,494.00	3,494.00	0165000416 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2613	<b>BENS ASPHALT</b>	11,176.00	11,176.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Othe
P68P2614	LAWNMOWERS ETC	8,171.58	5,689.14	0100000518 4405	General-Undes-Op:Grnds / Non-Capitalized Equip: Non-Ins
			2,482.44	010000518 4500	General-Undes-Op:Grnds / Other Supplies : Non-Instructl
P68P2615	SOUTH COAST SHINGLE COMPANY IN	500.00	500.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68P2616	ROUNDBRIX CORPORATION	2,772.99	2,772.99	0141270019 4300	General: Title IV: Priv Tech / MATERIALS & SUPPLIES
P68P2617	APPLE INC	326.17	326.17	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P2619	SUPPLY SOLUTIONS	2,424.38	2,424.38	0132150001 4300	General-GEER-LLM / MATERIALS & SUPPLIES
P68P2620	CDWG Inc	8,680.00	8,680.00	010000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
P68P2621	<b>OTC BRANDS INC (ORIENTAL TRADI</b>	134.08	134.08	0100020267 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
$_{ m H}$ P68P2622	YMCA OF ORANGE COUNTY	4,800.00	2,400.00	0104000363 5810	General-Gifts-Instrctn / Consulting Services
XH			2,400.00	0130100211 5810	General-Title I-Instrctn / Consulting Services
E P68P2623	<b>RAINS, SANDY AND MAYNARD</b>	298.49	298.49	0165000414 5802	SPED General / Non-Public Schools
⊟ P68P2624	MOMTAHAN, NANCY NASSEHI AND RO	365.84	365.84	0165000414 5800	SPED General / PROF/CONS SERV & OPER EXPEND
the state of the	MIELE, JAMES AND KRISTIN	16,500.00	16,500.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2626	FLINN SCIENTIFIC INC	425.79	425.79	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68P2627	YMCA OF ORANGE COUNTY	2,500.00	2,500.00	0175100005 5800	General:Low-Perf:OthSupp / PROF/CONS SERV & OPER
P68P2628	ENTERCOM COMMUNICATIONS CORP	10,249.75	10,249.75	010000291 5800	General-Undes-Prsnl:HR / PROF/CONS SERV & OPER
P68P2629	SIERRA SCHOOL EQUIPMENT CO	1,650.00	1,650.00	0181500215 6240	General-RR&Maint-Fac Acq / Building Impr : Prelim Tests
P68P2630	<b>ROD AND COLETTE FOSTER</b>	3,450.00	3,450.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2631	<b>INCLUSIVE EDUCATION PROJECT</b>	5,000.00	5,000.00	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
P68P2633	<b>GOPHER ATHLETIC</b>	911.69	911.69	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P2635	STREAMLINE SYSTEMS DESIGNS	4,862.88	4,862.88	0135550007 4400	General-VEA-Instrctn / NONCAPITALIZATION EQUIPMEN
P68P2636	CHERYL ORLASSINO	1,183.21	1,183.21	0130100094 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P2637	CHERYL ORLASSINO	355.05	355.05	0130100094 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P2638	COLLEGE BOARD	1,683.00	1,683.00	0100021129 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2639	COLLEGE BOARD	2,142.00	2,142.00	0100021129 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2640	COLLEGE BOARD	1,224.00	1,224.00	0100020495 4400	General-SiteAllo-Instrctn / NONCAPITALIZATION
F P68P2641	SCHOLASTIC	120.70	120.70	0100020508 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
047 pt 47	PROBST INC.	1,275.93	1,275.93	0181500022 4405	General-RR&Maint-RR:Bldgs / Non-Capitalized Equip: Non-Ir
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Atta Pag		BOARD OF TRUSTEES MEETING 03/17/2021	JSTEES MEET	NG 03/17/2021	FROM 01/25/2021 TO 02/21/2021
Odment 1 De 10 of 2	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P68P2643	VICTORY BRANDING AND MARKETING	2,062.34	2,062.34	0175100017 4300	General:Low-Performing / MATERIALS & SUPPLIES
P68P2644	VICTORY BRANDING AND MARKETING	1,502.58	1,502.58	0175100017 4300	General:Low-Performing / MATERIALS & SUPPLIES
P68P2645	CORONA CLAY CO	1,452.50	1,452.50	010000529 4500	General-Undes-Op:Grnds / Other Supplies : Non-Instructl
P68P2646	FLINN SCIENTIFIC INC	1,058.46	1,058.46	01638800264300	General SWF / MATERIALS & SUPPLIES
P68P2647	DEMCO	4,160.71	4,160.71	0163000018 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68P2648	<b>CUSD - PARENT MILEAGE REIMBURS</b>	700.00	700.00	0130100078 5800	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
P68P2651	EHP SOLUTIONS	2,036.48	2,036.48	0175100008 4300	General:Low-Perf:Instruct / MATERIALS & SUPPLIES
P68P2652	CDWG Inc	508.36	508.36	0175100008 4300	General:Low-Perf:Instruct / MATERIALS & SUPPLIES
	SOUTHWEST SCHOOL & OFFICE SUPP	146.48	146.48	0132150013 4500	General-GEER-LLM / Other Supplies : Non-Instructl
P68P2658	UNITED RENTALS	1,000.00	1,000.00	0100000342 5605	General-Undes-TIS / Rental, Leases & Repairs: Other
P68P2661	<b>EDGEWOOD PRESS INC</b>	672.11	672.11	0100020056 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68P2662	US GAMES	606.21	606.21	0104000341 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
	AMAZON	11.84	11.84	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
X P68X0416	AIRWOLF 3D	35.85	35.85	0163870037 4300	General-CTEIG-Instrctn / MATERIALS & SUPPLIES
	AMAZON	199.07	199.07	0141270001 4500	General: Title IV: Support / Other Supplies : Non-Instructl
	AMAZON	22.99	22.99	0165000559 4300	SPED General / MATERIALS & SUPPLIES
<sup>2</sup> P68X0456	AMAZON	271.76	271.76	01638800264300	General SWF / MATERIALS & SUPPLIES
	AMAZON	107.53	107.53	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68X0458	AMAZON	269.31	269.31	0175100160 4500	LOW PERF / Other Supplies : Non-Instructl
P68X0460	AMAZON	381.40	381.40	01638800164500	General-SWF / Other Supplies : Non-Instructl
	AMAZON	903.94	903.94	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68X0462	AMAZON	176.61	176.61	0165000009 4500	General-Spec Ed-SupvAdmn / Other Supplies : Non-Instructl
P68X0466	AMAZON	498.21	498.21	0133150036 4500	General-Fed Prsc-Sch Adm / Other Supplies : Non-Instructl
P68X0467	AMAZON	32.29	32.29	0100020028 4300	General-SiteAllo-Sch Adm / MATERIALS & SUPPLIES
_	AMAZON	269.11	269.11	0165000559 4300	SPED General / MATERIALS & SUPPLIES
P68X0471	CAR STICKERS INC.	174.34	174.34	0140350006 4500	General-Title II-SupvAdmn / Other Supplies : Non-Instructl
P68X0472	AMAZON	53.77	53.77	0100020515 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0473	AMAZON	582.28	582.28	0130100094 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68X0474	AMAZON	43.09	43.09	0100020286 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
	NOSLO DBA REGISTRATIONS FOR YO	195.00	195.00	0172200017 5800	General-PrtnrAcd-Instrctn / PROF/CONS SERV & OPER
	NOSLO DBA REGISTRATIONS FOR YO	195.00	195.00	0172200017 5800	General-PrtnrAcd-Instrctn / PROF/CONS SERV & OPER
<b>D68X0477</b> Df 47	AMAZON	497.97	497.97	0163880027 4300	General SWF / MATERIALS & SUPPLIES
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PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 03/17/001

At Pa	·	BOARD OF TRUSTEES MEETING 03/17/2021	USTEES MEET	NG 03/17/2021	FROM 01/25/2021 TO 02/21/2021
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O MBER	VENDOR	TOTAL	AUCUUNI	AUCUUN I NUMBER	PSEUDO / OBJECT DESCRIPTION
P68X0478	SENDGRID INC	89.95	89.95	010000342 5800	General-Undes-TIS / PROF/CONS SERV & OPER EXPEND
P68X0479	PANERA BREAD COMPANY	123.45	123.45	010000262 4500	General-Undes-Board / Other Supplies : Non-Instructl
P68X0480	AMAZON	1,010.14	407.12	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
			603.02	0100020271 4500	General-SiteAllo-Instrctn / Other Supplies : Non-Instructl
P68X0481	AMAZON	306.93	306.93	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0482	AMAZON	107.74	107.74	0100020267 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0483	AMAZON	603.36	603.36	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
P68X0484	AMAZON	445.25	445.25	0104000435 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0485	SMORE	79.00	79.00	0107900003 5300	General-LCFFSupp-SupvAdmn / DUES & MEMBERSHIPS
P68X0486	WEST MUSIC COMPANY	265.12	265.12	0111020006 4300	General-Music-Instrctn / MATERIALS & SUPPLIES
P68X0488	DICK S SPORTING GOODS	376.75	376.75	0104000435 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0489	AMAZON	384.03	384.03	0130100082 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
$_{ m H}$ P68X0490	AMAZON	91.29	91.29	0165200012 4300	SPED General / MATERIALS & SUPPLIES
X P68X0491	WALMART	2,572.75	2,572.75	0132150012 4500	General-GEER-LLM / Other Supplies : Non-Instructl
E P68X0492	AMAZON	73.16	73.16	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
∏ P68X0493	AMAZON	47.37	47.37	01650004184300	SPED General / MATERIALS & SUPPLIES
₹ P68X0494	AMAZON	96.02	96.02	01650004184300	SPED General / MATERIALS & SUPPLIES
P68X0495	AMAZON	221.75	221.75	0165200012 4300	SPED General / MATERIALS & SUPPLIES
P68X0496	AMAZON	27.43	27.43	0100020428 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0497	AMAZON	115.13	115.13	0100020643 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0498	AMAZON	51.66	51.66	0100020053 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68X0499	AMAZON	258.38	258.38	0100020402 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0500	US GAMES	304.35	304.35	0104000341 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0501	CCAC	104.48	104.48	010000291 5216	General-Undes-Prsnl:HR / Conference : Non-Instructional
P68X0503	LEGENDARY AUTO INTERIORS	3,805.69	3,805.69	0172200017 4300	General-PrtnrAcd-Instrctn / MATERIALS & SUPPLIES
P68X0504	AMAZON	247.43	32.36	0100020178 4500	General-SiteAllo-HlthServ / Other Supplies : Non-Instructl
			215.07	0100020428 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0506	AMAZON	2,526.13	2,526.13	0163880027 4300	General SWF / MATERIALS & SUPPLIES
P68X0507	AMAZON	74.32	74.32	0133150003 4300	General-Fed Prsc-SDCInstr / MATERIALS & SUPPLIES
P68X0509	AMAZON	37.93	37.93	0165000418 4300	SPED General / MATERIALS & SUPPLIES
91 P68X0510	PANERA BREAD COMPANY	11.65	11.65	010000262 4500	General-Undes-Board / Other Supplies : Non-Instructl
01120X894	HOME DEPOT	522.89	522.89	0165200012 4300	SPED General / MATERIALS & SUPPLIES
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PURCHASE ORDER DETAIL REPORT BY FUND

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Odmen ge 12 of	VENDOR	PO TOTAI	ACCOUNT	ACCOUNT	PSETIDO / OBLECT DESCRIPTION
P68X0512	AMAZON	168.07	168.07	0100020231 4300	General-SiteAllo-Instrctn / MATFRIALS & SUPPLIES
P68X0513	AMAZON	78.62	78.62	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0514	AMAZON	125.82	125.82	0100020271 4500	General-SiteAllo-Instrctn / Other Supplies : Non-Instructl
P68X0515	AMAZON	87.22	87.22	0130100094 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68X0516	AMAZON	1,270.79	1,270.79	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0517	AMAZON	18.53	18.53	0100020228 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0518	AMAZON	37.70	37.70	0100020159 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68X0520	AMAZON	256.52	256.52	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68X0521	HOME DEPOT	676.67	676.67	0100020147 4405	General-SiteAllo-Sch Adm / Non-Capitalized Equip: Non-Ins
P68X0522	AMAZON	182.98	182.98	0100020709 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0523	AMAZON	30.12	30.12	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0524	AMAZON	43.10	43.10	0100020286 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
<sub>H</sub> P68X0525	<b>DEVELOPER EXPRESS INC</b>	809.98	809.98	010000342 5800	General-Undes-TIS / PROF/CONS SERV & OPER EXPEND
X P68X0527	AMAZON	85.66	85.66	$0100020144\ 4500$	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
E P68X0528	AMAZON	228.38	228.38	0100020019 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
<b>F</b> P68X0530	NOSLO DBA REGISTRATIONS FOR YO	250.00	250.00	0172200030 5216	General-PrtnrAcd-StDev In / Conference : Non-Instructional
₹ <b>P68X0531</b>	GYM CLOSET	321.40	321.40	0141270057 4300	General: Title IV: PRIV Tech / MATERIALS & SUPPLIES
P68X0532	AMAZON	173.26	173.26	0100000342 4500	General-Undes-TIS / Other Supplies : Non-Instructl
P68X0534	AMAZON	1,014.41	1,014.41	0141270057 4300	General: Title IV: PRIV Tech / MATERIALS & SUPPLIES
P68X0535	AMAZON	155.12	155.12	0175100048 4300	General:Low-Performing / MATERIALS & SUPPLIES
P68X0536	AMAZON	129.29	129.29	0175100017 4300	General:Low-Performing / MATERIALS & SUPPLIES
P68X0537	DISCOUNT SCHOOL SUPPLY	431.53	431.53	0100020271 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0538	DISCOUNT SCHOOL SUPPLY	224.84	224.84	0100020327 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0539	AMAZON	445.01	445.01	0100020249 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0540	AMAZON	419.84	419.84	0165000605 4300	General-Spec Ed-SEOthIns / MATERIALS & SUPPLIES
P68X0541	APPLE INC	110.72	110.72	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0542	AMAZON	29.68	29.68	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0543	AMAZON	377.25	377.25	0165000559 4300	SPED General / MATERIALS & SUPPLIES
P68X0547	AMAZON	75.41	75.41	0100020053 4300	General-SiteAllo-Sch Adm / MATERIALS & SUPPLIES
P68X0548	AMAZON	215.28	215.28	0100020053 4300	General-SiteAllo-Sch Adm / MATERIALS & SUPPLIES
71 <b>P68X0553</b>	AMAZON	168.01	168.01	0100020402 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
<b>b68X0557</b>	AMAZON	186.42	186.42	0100020531 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
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PURCHASE ORDER DETAIL REPORT BY FUND

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achiment	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION	
P68X0558 P68X0558 P68X0561 P68X0562	MISSION SAN JUAN CAPISTRANO AMAZON TARGET	50.00 23.38 13.90	50.00 23.38 13.90	0130100104 5840 0165000418 4300 0165000455 4300	General-Title I-Instrctn / Services:Field Trip: Fee Based SPED General / MATERIALS & SUPPLIES SPED General / MATERIALS & SUPPLIES	
P68X0563 P68X0565 D68X0568	AMAZON AMAZON	76.80 409.42 75.37	76.80 409.42 75.37	0100020574 4300 0104000095 4500 0100020130 4500	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES General-Gifts-Sch Adm / Other Supplies : Non-Instructl	
P68X0501	BRIGHT MARKET LLC DBA FASTSPRI Fund 01 Total:	25.00 3,029,887.37	25.00 3,029,887.37	0100020508 4300	General-SiteAllo-Instrctu / MATERIALS & SUPPLIES	
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tachment 1 age 14 of 2	VENDOR		PO TOTAL	ACCOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION	ESCRIPTION		
<sup>1</sup> P68P2568		DEPARTMENT OF SOCIAL SERVICES Fund 12 Total:	605.00 605.00	605.00 <b>605.00</b>	1261270005 5800	ChildDev-CDQRISBL-Sch Adm / PROF/CONS SERV & OPE	Sch Adm / PR(	DF/CONS SERV & (	OPE
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Oder Oder Oder Oder Oder Oder Oder Oder	VENDOR		PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION	SCRIPTION	
P68P2532		WATER WALKERS INC DBA HEALTH-E Fund 13 Total:	18,904.00 18,904.00	18,904.00 <b>18,904.00</b>	1353100064 4470	Cafetera-Chld Nut-FoodServ / Computer Equipment-Food Serv	ierv / Computer Equ	ıipment-Food Serv
EXHIBIT #2 20 of 47								
	User ID: PXBERN Report ID: PO010_Fund	<v. 030305=""></v.>		Page No.: 15			Current Date: Current Time:	02/22/2021 09:00:59

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Alage 16 of 2	VENDOR		PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION	CRIPTION	
P68A0365	NMG GEOTECHNICAL INC Fund	HNICAL INC Fund 14 Total:	4,500.00 4,500.00	4,500.00 4,500.00	1462050073 6240	DefMaint-DefMntT3-Fac Acq / Building Impr : Prelim Tests	Acq / Building	g Impr : Prelim Tests
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	User ID: PXBERN Report ID: PO010_Fund	<v. 030305=""></v.>		Page No.: 16			Current Date: Current Time:	:: 02/22/2021 :: 09:00:59

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Bee 17 of 21		<u>VENDOR</u> SCHOOL FACILITY CONSULTANTS Fund 25 Total:	PO TOTAL 87,000.00 87,000.00	ACCOUNT AMOUNT 87,000.00 87,000.00	ACCOUNT NUMBER 2598030005 5800	<b>PSEUDO / OBJECT DESCRIPTION</b> Cap Facl-Dev Fees-Fac Acq / PROF/CONS SERV & OPER	<mark>SCRIPTION</mark> Acq / PROF/CONS	SERV & OPER
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22 of 473								
	User ID: PXBERN Report ID: PO010_Fund	<v. 030305=""></v.>		Page No.: 17			Current Date: Current Time:	02/22/2021 09:00:59

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Odment ge 18 of 2	VENDOR		P0 TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION	SCRIPTION	
P68P2487 P68P2612		US BANK DEPARTMENT OF GENERAL SERVICES Fund 40 Total:	1,870.00 585.51 2,455.51	1,870.00 585.51 <b>2,455.51</b>	4098010002 5800 4098000015 6290	SpecResv-SJ Redev-Fac Acq / PROF/CONS SERV & OPER SpecResv-MV Redev-Fac Acq / Building Impr : Inspection	Acq / PROF/CONS c Acq / Building Im	SERV & OPER pr : Inspection
EXHIBIT #2								
23 of 473								
	User ID: PXBERN Report ID: PO010_Fund	<v. 030305=""></v.>		Page No.: 18			Current Date: Current Time:	02/22/2021 09:00:59

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Odment 1 ge 19 of 2	VENDOR		P0 TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION	ESCRIPTION	
<sup>-</sup> P68P2491		ARTHUR J. GALLAGHER & CO. INSU Fund 69 Total:	125.00 125.00	125.00 <b>125.00</b>	690000007 5800	Health-Undes-Enterprs / PROF/CONS SERV & OPER EXPEN	PROF/CONS S	SERV & OPER EXPEN
EXHIBIT #2 2								
24 of 473								
	User ID: PXBERN Report ID: PO010_Fund	<v. 030305=""></v.>		Page No.: 19			Current Date: Current Time:	e: 02/22/2021 e: 09:00:59

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	FROM 01/25/2021 TO 02/	PSEUDO / OBJECT DESCRIPTION	PropLiab-Undes-Enterprs / OTHER INSURANCE PropLiab-Undes-Enterprs / OTHER INSURANCE			Current Date:
		PSEUDO / OBJ	PropLiab-Undes PropLiab-Undes			
CAPISTRANO USD purchase order detail report by fund	NG 03/17/2021	ACCOUNT NUMBER	7000000002 5450 7000000002 5450			
CAPISTRANO USD Rder detail repor	STEES MEETI	ACCOUNT AMOUNT	73,772.00 500,596.30 <b>574,368.30</b>			Page No.: 20
CA URCHASE ORDE	BOARD OF TRUSTEES MEETING 03/17/2021	PO TOTAL	73,772.00 500,596.30 574,368.30			
đ			AMERICAN BANKERS INSURANCE SCHOOLS EXCESS LIABILITY FUND Fund 70 Total:			~v 030305~
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TO 02/21/2021			02/22/2021
FROM 01/25/2021 TO	PSEUDO / OBJECT DESCRIPTION		Current Date: Current Time:
NG 03/17/2021	ACCOUNT NUMBER		
<b>USTEES MEET</b>	ACCOUNT AMOUNT	3,717,845.18	Page No.: 21
BOARD OF TRUSTEES MEETING 03/17/2021	P0 TOTAL		
		Total Account Amount:	<v. 030305=""></v.>
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**CAPISTRANO USD** 

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 03/17/2021

TO 02/21/2021 FROM 01/25/2021

# Consolidated Check Register w. Account from 1/26/2021 to 2/22/2021 **CAPISTRANO USD**

Attachm Page 1	eck	Pavee ID Pavee Name	Check Date Cancel Date Type	Type Account	Check Amount
ent of 54	00300675	V68160912 CIANCI, MELISSA D. CECIL	01/26/21		6,930.00
2 <sup>89</sup> 4	00300676	V68163104 EDDY, DANIEL	01/26/21	MW 0101-0000-0-8690-0000-000-000	288.00
68	00300677	V68147738 GOVERNMENT FINANCIAL STRATEGIE	01/26/21	MW 0101-0000-0-5800-0000-7300-000	2,494.80
68	00300677	V68147738 GOVERNMENT FINANCIAL STRATEGIE	01/26/21	MW 0101-0900-0-5800-0000-6003-000	1,285.20
68	00300678	V68164252 MOORE, ALICIA AND MICHAEL	01/26/21	MW 0101-6500-0-5800-5760-1190-000	1,350.00
68	00300679	V68157103 NORMATIVE SERVICES INC	01/26/21	MW 0101-6500-0-5803-5760-1180-000	518.97
68	00300680	V68101297 OAK GROVE INSTITUTE FOUNDATION	01/26/21	MW 0101-6500-0-5803-5760-1180-000	2,483.32
68	00300680	V68101297 OAK GROVE INSTITUTE FOUNDATION	01/26/21	MW 0101-6512-0-5104-5760-1180-000	5,354.01
68	00300680	V68101297 OAK GROVE INSTITUTE FOUNDATION	01/26/21	MW 0101-6512-0-5104-5760-3120-000	5,354.00
68	00300681	V68100369 OCEANVIEW SCHOOL	01/26/21	MW 0101-6500-0-5102-5760-1180-000	105.39
68	00300681	V68100369 OCEANVIEW SCHOOL	01/26/21	MW 0101-6500-0-5802-5760-1180-000	3,351.88
68	00300682	V68156402 OLIVE CREST ACADEMY	01/26/21	MW 0101-6500-0-5102-5760-1180-000	37.22
68	00300682	V68156402 OLIVE CREST ACADEMY	01/26/21	MW 0101-6500-0-5802-5760-1180-000	18,591.74
89 EX	00300683	V68108107 SOLUTION TREE INC	01/26/21	MW 0101-7510-0-5800-0000-2140-001	1,660.00
8 111	00300684	V68150071 SPECTRUM CENTER ROSSIER PARK	01/26/21	MW 0101-6500-0-5802-5760-1180-000	12,648.31
8 811 8	00300685	V68159532 THERAPY TRAVELERS LLC	01/26/21	MW 0101-6500-0-5800-5001-2100-000	2,352.00
89 7 #2	00300685	V68159532 THERAPY TRAVELERS LLC	01/26/21	MW 0101-6500-0-5101-5001-3110-000	6,651.80
68	00300685	V68159532 THERAPY TRAVELERS LLC	01/26/21	MW 0101-6500-0-5101-5001-3120-000	39,258.75
68	00300685	V68159532 THERAPY TRAVELERS LLC	01/26/21	MW 0101-6500-0-5101-5001-3140-000	6,650.00
68	00300685	V68159532 THERAPY TRAVELERS LLC	01/26/21	MW 0101-6500-0-5101-5001-3150-000	9,975.00
68	00300686	V68163314 THIRET, CARRIE AND TREVOR	01/26/21	MW 0101-6500-0-5800-5760-1180-000	658.78
68	00300688	V68155603 5-STAR STUDENTS LLC	01/27/21	MW 0101-0790-0-5800-1110-1000-000	1,820.00
68	00300689	V68151844 AMAZING TENTS & EVENTS	01/27/21	MW 0101-0400-0-4400-1140-1000-003	1,392.11
68	00300689	V68151844 AMAZING TENTS & EVENTS	01/27/21	MW 0101-6387-0-4400-3800-1000-003	1,642.89
68	00300690		01/27/21	-	299.00
68	00300691	V68154827 BECKER, ANDREW OR KRISTINA	01/27/21	MW 0101-0724-0-5800-5001-3600-000	138.00
68	00300692	V68156486 BUCKHOLZ, CINDY	01/27/21	MW 0101-7510-0-4300-1140-1000-004	66.66
68	00300693	V68143176 CAMCOR INC	01/27/21	MW 0101-0400-0-4300-1130-1000-052	413.23
68	00300694	V68164021 CODEHS INC. DBA CODEHS	01/27/21	MW 0101-3555-0-5800-3800-1000-000	36,000.00
89 2	00300695	V68147693 COMPLETE OFFICE OF CA	01/27/21	MW 0101-8150-0-4500-0000-8110-000	432.59
8 7 of	00300696	V68116608 COMPREHENSIVE DRUG TESTING	01/27/21	MW 0101-0730-0-5800-1110-3600-000	147.60
86 f 47:	00300696	V68116608 COMPREHENSIVE DRUG TESTING	01/27/21	MW 0101-0724-0-5800-5001-3600-000	344.40
3	User: MXR Report: BK30	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 1	Current Date: 02/22/20 Current Time: 10:09:12	Current Date: 02/22/2021 Surrent Time: 10:09:12

# Consolidated Check Register w. Account from 1/26/2021 to 2/22/2021 **CAPISTRANO USD**

Attachr Page 2	100	From 1/26/	from 1/26/2021 to 2/22/2021 Chool: Data Canad Data Terra	Tuno Account	Check Amount
neni of 5	00300697	940	01/27/2.1		4.632.50
2 <sup>86</sup> 2 4	00300698	V68146378 CR&R INCORPORATED	01/27/21		139.10
68	00300699	V68024113 CURRICULUM ASSOCIATES LLC	01/27/21	MW 0101-0000-0-9510-0000-000-000	3,480.00
68	00300700	V68164437 DANIEL, CAITLEN	01/27/21	MW 0101-0000-0-5212-1140-1000-003	62.10
68	00300701	V68149794 EBBING, CURTIS AND/OR MARYAM	01/27/21	MW 0101-0724-0-5800-5001-3600-000	904.59
68	00300702	V68159307 FAZELI, FARIBORZ OR SURUR	01/27/21	MW 0101-0724-0-5800-5001-3600-000	483.00
68	00300703	V68032535 FEDERAL EXPRESS CORP	01/27/21	MW 0101-0000-0-5900-0000-7540-000	82.98
68	00300704	V68057042 FOLLETT EDUCATIONAL SERVICES	01/27/21	MW 0101-0004-0-4200-1180-2420-064	157.56
68	00300704	V68057042 FOLLETT EDUCATIONAL SERVICES	01/27/21	MW 0101-0004-0-4200-1180-2420-083	119.92
68	00300705	V68150202 FOLLETT SCHOOL SOLUTIONS INC	01/27/21	MW 0101-0004-0-4200-1180-2420-053	246.86
68	00300705	V68150202 FOLLETT SCHOOL SOLUTIONS INC	01/27/21	MW 0101-0004-0-4200-1180-2420-081	380.28
68	00300706	V68158468 HAMPTON RESEARCH CORP.	01/27/21	MW 0101-6388-0-4300-3800-1000-001	184.22
68	00300706	V68158468 HAMPTON RESEARCH CORP.	01/27/21	MW 0101-6388-0-4300-3800-1000-006	283.77
8 EX	00300707	V68154526 IMAGE APPAREL FOR BUSINESS INC	01/27/21	MW 0101-0730-0-4500-1110-3600-000	42.28
8 HI	00300707	V68154526 IMAGE APPAREL FOR BUSINESS INC	01/27/21	MW 0101-0724-0-4500-5001-3600-000	28.18
8 811	00300708	V68161165 INGARDIA BROS. PRODUCE INC.	01/27/21	MW 0101-6387-0-4300-3800-1000-026	258.47
89 #2	00300709	V68152617 JARVIS, ANDREW OR ROSEMARIE	01/27/21	MW 0101-0724-0-5800-5001-3600-000	65.78
68	00300710	V68162570 JOE ESTRADA OR LINDA HOGAN-EST	01/27/21	MW 0101-0000-0-8699-0000-000-000	14,947.40
68	00300711	V68157947 JOHNS, JASON OR ANNIE	01/27/21	MW 0101-0724-0-5800-5001-3600-000	139.84
68	00300712	V68062513 KELLY PAPER COMPANY	01/27/21	MW 0101-0000-0-4500-0000-7550-000	644.58
68	00300713	V68151556 KNOWLES, ANGELINA	01/27/21	MW 0101-0010-0-5216-0000-2100-000	49.00
68	00300714	V68049480 LAKESHORE LEARNING MATERIALS	01/27/21	MW 0101-0400-0-4300-1130-1000-052	325.51
68	00300715	V68150403 LEADERSHIP ASSOCIATES LLC	01/27/21	MW 0101-0000-0-5800-0000-7400-000	2,775.00
68	00300716	V68154949 MAZZINI, VICTOR	01/27/21	MW 0101-0724-0-5800-5001-3600-000	13.46
68	00300717	V68110020 MEET THE MASTERS INC	01/27/21	MW 0101-0400-0-5810-1130-1000-055	1,300.00
68	00300718	V68159116 MILLER, RYAN OR ANEES	01/27/21	MW 0101-0724-0-5800-5001-3600-000	270.48
68	00300719	V68149740 MOHEB, MEHRDAD	01/27/21	MW 0101-0724-0-5800-5001-3600-000	110.40
68	00300720	V68157565 MYERS, MICHAEL	01/27/21	MW 0101-0724-0-5800-5001-3600-000	242.19
68	00300721	V68159960 NELSON, DANIELLE OR MARCUS	01/27/21	MW 0101-0724-0-5800-5001-3600-000	294.98
86 2	00300722	V68160824 PALANIVEL, MURUGANAND	01/27/21	MW 0101-0724-0-5800-5001-3600-000	132.48
80 8 of	00300723	V68152049 PROJECT DIMENSIONS INC	01/27/21	MW 0101-0000-0-5810-0000-7690-000	2,613.00
8 f 473	00300723	V68152049 PROJECT DIMENSIONS INC	01/27/21	MW 0101-8150-0-5815-0000-8110-000	2,250.00
3	User: MXR Report: BK30	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 2	Current Date: 02/22/20 Current Time: 10:09:12	Current Date: 02/22/2021 Surrent Time: 10:09:12

Check Attachme Page 3 o	leck	from 1/26/ Payee ID Payee Name	from 1/26/2021 to 2/22/2021 Check Date Cancel Date Type	• Type Account	Check Amount
89 ent 2 of 54	00300724	V68145500 RUSSELL SIGLER INC	01/27/21	MW 0101-8150-0-4405-0000-8110-049	11,323.05
2 <sup>89</sup>	00300725	V68158777 SABET, SHAUNA	01/27/21	MW 0101-3386-0-4300-5710-1110-049	50.00
68	00300726	V68151433 SALGADO, DAVID & ALISON	01/27/21	MW 0101-0724-0-5800-5001-3600-000	89.70
68	00300727	V68078255 SAN DIEGO GAS & ELECTRIC	01/27/21	MW 0101-0000-0-5500-0000-8200-000	16,138.47
68	00300728	V68164153 SAN JUAN HILLS HS BOOSTERS	01/27/21	MW 0101-0002-0-4500-0000-2700-006	171.60
68	00300729	V68084100 SO CA GAS CO	01/27/21	MW 0101-0000-0-5500-0000-8200-000	30,732.90
68	00300730	V68154554 STALKER, CLINT OR GINA	01/27/21	MW 0101-0724-0-5800-5001-3600-000	245.18
68	00300731	V68160874 TALMICH, SHALANE OR GABRIEL	01/27/21	MW 0101-0724-0-5800-5001-3600-000	724.50
68	00300732	V68118382 US BANK	01/27/21	MW 0101-0000-0-4500-0000-7110-000	189.54
68	00300732	V68118382 US BANK	01/27/21	MW 0101-0002-0-4500-0000-2700-002	133.87
68	00300732	V68118382 US BANK	01/27/21	MW 0101-0002-0-4500-0000-2700-073	26.65
68	00300732	V68118382 US BANK	01/27/21	MW 0101-0002-0-4300-1130-1000-061	73.60
68	00300732	V68118382 US BANK	01/27/21	MW 0101-0002-0-4300-1140-1000-028	0.00
8 EX	00300732	V68118382 US BANK	01/27/21	MW 0101-0400-0-4400-0000-2700-004	-478.41
8 (HI	00300732	V68118382 US BANK	01/27/21	MW 0101-0400-0-4300-1130-1000-055	71.43
811 8	00300732	V68118382 US BANK	01/27/21	MW 0101-0400-0-4200-1140-1000-004	84.16
89 7 #2	00300732	V68118382 US BANK	01/27/21	MW 0101-0400-0-4300-1140-1000-004	128.11
68	00300732	V68118382 US BANK	01/27/21	MW 0101-0400-0-4300-1130-1000-089	506.16
68	00300732	V68118382 US BANK	01/27/21	MW 0101-3010-0-4300-1110-1000-000	118.69
68	00300732	V68118382 US BANK	01/27/21	MW 0101-3010-0-4300-1110-1000-054	305.48
68	00300732	V68118382 US BANK	01/27/21	MW 0101-3555-0-4300-3800-1000-003	15.06
68	00300732	V68118382 US BANK	01/27/21	MW 0101-3555-0-4300-3800-1000-006	1,668.13
68	00300732	V68118382 US BANK	01/27/21	MW 0101-4127-0-4300-1110-1000-000	444.99
68	00300732	V68118382 US BANK	01/27/21	MW 0101-5640-0-4500-5760-3140-000	2,222.70
68	00300732	V68118382 US BANK	01/27/21	MW 0101-6300-0-4300-1110-1000-000	-43.94
68	00300732	V68118382 US BANK	01/27/21	MW 0101-6388-0-4300-3800-1000-004	387.88
68	00300732	V68118382 US BANK	01/27/21	MW 0101-6500-0-4500-5760-3140-000	585.30
68	00300732	V68118382 US BANK	01/27/21	MW 0101-6500-0-4500-5760-3140-000	31.78
68	00300733	V68164122 YOVICHIN, DAVID OR SANDY	01/27/21	MW 0101-0724-0-5800-5001-3600-000	256.68
89 2	00300765	V68164216 BRETT ALLEN DBA ALLEN ESQ	01/28/21	MW 0101-6500-0-5820-5001-2100-000	5,000.00
80 8 0:	00300766	V68148170 CALIFORNIA YOUTH SERVICES	01/28/21	MW 0101-4127-0-5810-0000-3110-000	800.00
89 f 47:	00300767	V68024113 CURRICULUM ASSOCIATES LLC	01/28/21	MW 0101-0000-0-4500-0000-3120-000	160.95
3	User:	MXROSA - Mercedes Rosales	Page	Current Dat	Current Date: 02/22/2021
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# Consolidated Check Register w. Account from 1/26/2021 to 2/22/2021 **CAPISTRANO USD**

<b>Check</b> Attachm Page 4 c	eck	from 1/26/2 Payee ID Payee Name	from 1/26/2021 to 2/22/2021 Check Date Cancel Date Type	Type Account	Check Amount
ent of 54	00300767	V68024113 CURRICULUM ASSOCIATES LLC	01/28/21	MW 0101-0002-0-4300-1130-1000-087	766.00
2 <sup>86</sup> 1	00300767	V68024113 CURRICULUM ASSOCIATES LLC	01/28/21	MW 0101-3010-0-4300-1110-1000-053	7,350.00
68	00300767	V68024113 CURRICULUM ASSOCIATES LLC	01/28/21	MW 0101-3010-0-4300-1110-1000-072	10,460.00
68	00300767	V68024113 CURRICULUM ASSOCIATES LLC	01/28/21	MW 0101-6500-0-4500-5001-3120-000	248.16
68	00300767	V68024113 CURRICULUM ASSOCIATES LLC	01/28/21	MW 0101-7510-0-4300-1130-1000-050	7,845.00
68	00300767	V68024113 CURRICULUM ASSOCIATES LLC	01/28/21	MW 0101-7510-0-5800-1130-1000-068	7,965.00
68	00300767	V68024113 CURRICULUM ASSOCIATES LLC	01/28/21	MW 0101-7510-0-5800-1130-1000-076	12,320.00
68	00300767	V68024113 CURRICULUM ASSOCIATES LLC	01/28/21	MW 0101-7510-0-4300-1130-1000-080	2,025.00
68	00300767	V68024113 CURRICULUM ASSOCIATES LLC	01/28/21	MW 0101-7510-0-4300-1130-1000-087	15,074.00
68	00300768	V68100292 HEAR NOW	01/28/21	MW 0101-6500-0-5801-5760-3150-000	576.00
68	00300769	V68151048 HOLLAR SPEECH & LANGUAGE THERA	01/28/21	MW 0101-6500-0-5815-5001-3150-000	2,340.00
68	00300770	V68115957 MAXIM HEALTHCARE SERVICES INC	01/28/21	MW 0101-0000-0-5800-0000-3140-000	14,325.30
68	00300771	V68066570 ORANGE COUNTY DEPT OF EDUC	01/28/21	MW 0101-6500-0-7142-5760-9200-000	234,130.04
89 EX	00300772	V68163271 THOMPSON, REBECCA	01/28/21	MW 0101-6500-0-5800-5760-1180-000	546.20
8 111	00300775	V68015090 CAMLOX INDUSTRIES INC dba WEST	01/29/21	MW 0101-8150-0-5605-0000-8110-000	246.55
BI1 8	00300776	V68018872 CITY OF SAN JUAN CAPISTRANO	01/29/21	MW 0101-0000-0-5500-0000-8200-000	6,178.35
89 7#2	00300777	V68073437 GANAHL LUMBER CO	01/29/21	MW 0101-8150-0-4500-0000-8110-000	99.78
68	00300778	V68059250 HIRSCH PIPE & SUPPLY INC	01/29/21	MW 0101-8150-0-4500-0000-8110-000	2,161.56
68	00300779	V68149725 IMAGINE LEARNING INC	01/29/21	MW 0101-4203-0-5800-4760-1000-000	11,200.00
68	00300780	V68154370 MARTIN ZETTEL INC	01/29/21	MW 0101-8150-0-4500-0000-8110-000	657.56
68	00300781	V68071280 MISSION VIEJO POST OFFICE	01/29/21	MW 0101-0000-0-5900-0000-7540-000	245.00
68	00300782	V68040147 MOBILE COMMUNICATION REPAIR	01/29/21	MW 0101-0400-0-4500-0000-2700-072	342.65
68	00300782	V68040147 MOBILE COMMUNICATION REPAIR	01/29/21	MW 0101-8150-0-5605-0000-8110-000	709.95
68	00300783	V68061270 MOULTON NIGUEL WATER	01/29/21	MW 0101-0000-0-5500-0000-8200-000	8,138.03
68	00300784	V68062160 NASCO	01/29/21	MW 0101-0002-0-4300-1140-1000-029	30.00
68	00300785	V68164157 NATIONAL BRAILLE PRESS INC.	01/29/21	MW 0101-6500-0-4400-5760-1190-000	3,849.80
68	00300786	V68156464 NDS	01/29/21	MW 0101-0000-0-5900-0000-7540-000	4.00
68	00300787	V68149897 O REILLY AUTO PARTS	01/29/21	MW 0101-8150-0-4500-0000-8230-000	36.89
68	00300788	V68028870 OFFICE DEPOT	01/29/21	MW 0101-0002-0-4500-0000-2700-004	164.70
89 3	00300788	V68028870 OFFICE DEPOT	01/29/21	MW 0101-0002-0-4300-1140-1000-001	59.67
80 0 0	00300789	V68116411 ORANGE COUNTY REGISTER DBA THE	01/29/21	MW 0101-0000-0-5800-0000-7530-000	11,368.16
8 8 8 8 7 8	00300790	V68069310 PERMA-BOUND	01/29/21	MW 0101-0004-0-4114-1180-1000-003	2,678.01
3	User: MXR Report: BK30	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 4	Current Date: 02/22/20 Current Time: 10:09:12	Current Date: 02/22/2021 Surrent Time: 10:09:12

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ent 2 of 54	00300791	V68154724 PINNACLE PETROLEUM INC	01/29/21	MW 0101-0724-0-4600-5001-3600-000	22,058.02
89 1	00300792	V68154306 QUALITY STREET SERVICE	01/29/21	MW 0101-0730-0-5605-1110-3600-000	140.50
68	00300792	V68154306 QUALITY STREET SERVICE	01/29/21	MW 0101-0724-0-5605-5001-3600-000	140.50
68	00300793	V68071950 QUALITY TOWING	01/29/21	MW 0101-8150-0-5800-0000-8230-000	55.00
68	00300794	V68159580 SAN CLEMENTE TIMES LLC	01/29/21	MW 0101-0000-0-5800-0000-7180-000	2,050.00
68	00300795	V68078255 SAN DIEGO GAS & ELECTRIC	01/29/21	MW 0101-0000-0-5500-0000-8200-000	30,981.74
68	00300796	V68079190 SANTA MARGARITA WATER	01/29/21	MW 0101-0000-0-5500-0000-8200-000	8,712.54
68	00300797	V68123022 SCHOOL SPECIALTY INC	01/29/21	MW 0101-0002-0-4300-1140-1000-024	737.00
68	00300798	V68153105 SIGNATURE FLOORING INC	01/29/21	MW 0101-8150-0-5605-0000-8110-000	4,177.85
68	00300799	V68153530 SIMPSON IR VINE INC	01/29/21	MW 0101-8150-0-4500-0000-8230-000	171.49
68	00300800	V68112866 SMARDAN SUPPLY COMPANY	01/29/21	MW 0101-8150-0-4500-0000-8110-000	244.21
68	00300801	V68083350 SMART & FINAL **SCHOOL SITES**	01/29/21	MW 0101-3555-0-4300-3800-1000-003	114.49
68	00300802	V68152565 SNAP ON INCORPORATED	01/29/21	MW 0101-6388-0-4300-3800-1000-002	2,218.91
8 EX	00300803	V68084100 SO CA GAS CO	01/29/21	MW 0101-0000-0-5500-0000-8200-000	19,874.89
8 HI	00300804	V68148172 SOUTHERN COUNTIES LUBRICANTS L	01/29/21	MW 0101-0730-0-4600-1110-3600-000	572.55
8 BIT	00300804	V68148172 SOUTHERN COUNTIES LUBRICANTS L	01/29/21	MW 0101-0724-0-4600-5001-3600-000	572.56
89 7#2	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0000-0-9321-0000-000-000	2,457.56
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0000-0-4500-0000-7180-000	163.57
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0000-0-4500-0000-7400-000	95.21
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4500-0000-2700-003	61.21
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4500-0000-2700-006	102.95
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4500-0000-2700-023	49.30
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4500-0000-2700-031	25.87
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4500-0000-2700-068	58.87
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4500-0000-2700-075	74.08
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-050	67.11
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-052	391.34
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-055	37.24
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-056	171.15
89 3	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-059	197.02
89 1 ot	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-060	620.31
86 f 47:	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-061	46.87
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ent of 54	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-063	176.20
2 <sup>89</sup>	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-064	10.09
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-067	601.51
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-068	58.87
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-069	22.63
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-071	145.40
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-075	74.08
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-077	30.34
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-079	19.30
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-080	11.21
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-081	401.13
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4500-1130-1000-082	95.06
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-083	215.50
% EX	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-084	673.53
8 (HI	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-086	276.86
8 811	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-087	851.80
89 7 #2	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1130-1000-089	492.44
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1140-1000-002	422.32
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1140-1000-003	233.98
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1140-1000-005	48.92
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1140-1000-006	102.96
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1140-1000-023	56.89
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1140-1000-027	96.14
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1140-1000-028	129.70
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1140-1000-029	29.82
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1140-1000-030	57.73
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1140-1000-031	25.88
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-3200-1000-018	53.04
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4500-3300-2700-019	36.74
89 3	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-1110-1000-072	134.10
80 2 of	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0002-0-4300-5760-1110-049	192.91
86 f 47	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0400-0-4300-1130-1000-055	58.13
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89 ent 2 of 54	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-3010-0-4300-1110-1000-021	648.77
2 <sup>2</sup> 1	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-3010-0-4300-1110-1000-061	3,438.18
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-3010-0-4300-1110-2495-082	573.37
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-3010-0-4300-1130-1000-072	11.97
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-3010-0-4300-1110-1000-073	281.23
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-3410-0-4500-5760-2100-000	152.85
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-6300-0-4300-1110-1000-000	1,384.61
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0730-0-4500-1110-3600-000	56.23
68	00300806	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/29/21	MW 0101-0724-0-4500-5001-3600-000	131.22
68	00300807	V68084800 SPARKLETTS	01/29/21	MW 0101-0000-0-4500-0000-8310-000	96.20
68	00300807	V68084800 SPARKLETTS	01/29/21	MW 0101-0002-0-4300-3300-1000-019	42.12
68	00300807	V68084800 SPARKLETTS	01/29/21	MW 0101-6500-0-4500-5001-2700-012	364.17
68	00300808	V68007162 STAPLES BUSINESS ADVANTAGE	01/29/21	MW 0101-6500-0-4500-5001-2700-000	103.02
8 EX	00300809	V68109559 SUPPLY LINE BUILDING MATERIALS	01/29/21	MW 0101-8150-0-4500-0000-8110-000	48.60
8 (HI	00300810	V68146165 TARGETSUCCESS INC	01/29/21	MW 0101-0000-0-5800-0000-7400-000	3,303.88
8 BIJ	00300811	V68147300 TUTTLE CLICK FORD LINCOLN	01/29/21	MW 0101-0724-0-4600-5001-3600-000	326.56
86 7 #2	00300812	V68100636 ULINE INC	01/29/21	MW 0101-8150-0-4500-0000-8110-000	361.09
68	00300813	V68093334 UNITED RENTALS	01/29/21	MW 0101-0000-0-4500-0000-7540-000	68.96
68	00300814	V68067850 VERIZON WIRELESS	01/29/21	MW 0101-0000-0-5900-0000-7601-099	128.36
68	00300814	V68067850 VERIZON WIRELESS	01/29/21	MW 0101-6500-0-5800-5760-2700-000	1,901.43
68	00300814	V68067850 VERIZON WIRELESS	01/29/21	MW 0101-8150-0-5900-0000-8110-000	1,891.11
68	00300815	V68110273 WATERLINES TECHNOLOGIES INC	01/29/21	MW 0101-8150-0-4500-0000-8110-000	8,879.11
68	00300896	V68152129 ART MASTERS LEGACY	02/01/21	MW 0101-0400-0-5810-1130-1000-060	1,841.16
68	00300897	V68141818 AUGUSTIN EGELSEE LLP	02/01/21	MW 0101-6500-0-5820-5001-2100-000	25,379.17
68	00300897	V68141818 AUGUSTIN EGELSEE LLP	02/01/21	MW 0101-6500-0-5800-5760-1190-000	64,620.83
68	00300898	V68157518 BE GLAD LLC	02/01/21	MW 0101-3010-0-5800-1110-1000-059	20,520.00
68	00300899	V68150940 BRAIN LEARNING PSYCHOLOGICAL C	02/01/21	MW 0101-6500-0-5815-5001-3120-000	2,900.00
68	00300900	V68152287 CAPITOL ADVISORS GROUP LLC	02/01/21	MW 0101-0000-0-5815-0000-7150-000	4,000.00
68	00300901	V68100085 CRISIS PREVENTION INSTITUTE IN	02/01/21	MW 0101-6500-0-5800-5760-3110-000	3,699.00
89 3	00300902	V68120623 ELKINS, KAREN	02/01/21	MW 0101-0000-0-5213-0000-3140-000	293.83
86 3 of	00300903	V68162353 FAJARDO, IGNACIO	02/01/21	MW 0101-0730-0-8675-0000-0000-000	210.00
8 f 473	00300904	V68157078 GINA MARCHETTI	02/01/21	MW 0101-6500-0-5800-5770-1190-000	2,330.00
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89 ent	00300905	V68144487 KLISTER, PAMELA	02/01/21	MW 0101-3410-0-5212-5750-1190-000	52.33
2 <sup>89</sup> 1	00300906	V68164311 MALSTROM, MEGAN	02/01/21	MW 0101-6500-0-5800-5760-1190-000	10,000.00
68	00300907	V68118632 MATIENZO, NINA RIE	02/01/21	MW 0101-0000-0-5213-0000-3140-000	79.35
68	00300908	V68155445 MCNAMARA, JAY J.	02/01/21	MW 0101-0730-0-4500-1110-3600-000	93.75
68	00300908	V68155445 MCNAMARA, JAY J.	02/01/21	MW 0101-0724-0-4500-5001-3600-000	93.75
68	00300909	V68159589 MURILLO, ADOLFO	02/01/21	MW 0101-8150-0-5213-0000-8110-000	67.62
68	00300910	V68161072 NATIONAL COUNCIL ON ALCHOLISM	02/01/21	MW 0101-6685-0-5800-1110-1000-000	1,900.00
68	00300911	V68106119 PROFESSIONAL TUTORS OF AMERICA	02/01/21	MW 0101-0790-0-5800-1110-2100-000	1,251.25
68	00300912	V68164467 SANCHEZ, JOSE OR NANCY	02/01/21	MW 0101-0730-0-8675-0000-0000-000	300.00
68	00300913	V68159109 SAWYER, JAZMIN	02/01/21	MW 0101-0730-0-4500-1110-3600-000	44.00
68	00300913	V68159109 SAWYER, JAZMIN	02/01/21	MW 0101-0724-0-4500-5001-3600-000	44.00
68	00300914	V68144599 VAHDAT, SHAHEEN	02/01/21	MW 0101-0000-0-5213-0000-3140-000	6.90
68	00300918	V68164152 ALL OF NUTRITION LLC	02/02/21	MW 0101-6500-0-5800-5760-3140-000	450.00
% EX	00300919	V68106070 AT&T	02/02/21	MW 0101-0730-0-5605-1110-3600-000	944.36
8 (HI	00300919	V68106070 AT&T	02/02/21	MW 0101-0724-0-5605-5001-3600-000	944.36
BI1 8	00300920	V68145829 BEADLE, DEBORAH	02/02/21	MW 0101-0000-0-5900-0000-7601-099	210.00
89 7#2	00300921	V68145221 CALIFORNIA WEEKLY EXPLORER INC	02/02/21 N	MW 0101-0400-0-5800-1130-1000-071	1,559.98
68	00300921	V68145221 CALIFORNIA WEEKLY EXPLORER INC	02/02/21 N	MW 0101-0400-0-5800-1130-1000-079	399.99
68	00300922	V68015090 CAMLOX INDUSTRIES INC dba WEST	02/02/21 N	MW 0101-0002-0-4300-1130-1000-053	317.84
68	00300922	V68015090 CAMLOX INDUSTRIES INC dba WEST	02/02/21 N	MW 0101-8150-0-5605-0000-8110-000	225.00
68	00300923	V68101521 COLLEGE BOARD	02/02/21 N	MW 0101-0002-0-4300-1140-1000-005	629.00
68	00300924	V68157082 DALATI, AHMAD	02/02/21	MW 0101-0724-0-5800-5001-3600-000	206.34
68	00300925	V68152662 DARRON AND MICHELLEA DAVID	02/02/21	MW 0101-6500-0-5800-5770-1190-000	7,775.00
68	00300926	V68144430 DICK, CRAIG OR BILLIE	02/02/21	MW 0101-0724-0-5800-5001-3600-000	281.52
68	00300927	V68140393 FLYNN, MARGARET	02/02/21	MW 0101-3315-0-5212-5730-1110-000	24.44
68	00300927	V68140393 FLYNN, MARGARET	02/02/21 N	MW 0101-6500-0-5212-5760-1110-000	24.44
68	00300928	V68100292 HEAR NOW	02/02/21	MW 0101-6500-0-5801-5760-3150-000	288.00
68	00300929	V68163438 JENNIFER STRONG	02/02/21 N	MW 0101-6500-0-5100-5001-3120-000	6,720.00
68	00300930	V68157566 JONES, SCOTT OR CECILY	02/02/21	MW 0101-0724-0-5800-5001-3600-000	41.86
89 3	00300931	V68160857 LA DUE, MICHAEL OR DESIREE	02/02/21 N	MW 0101-0724-0-5800-5001-3600-000	462.07
86 4 o:	00300932	V68154268 MARINE AIR INC	02/02/21	MW 0101-8150-0-5605-0000-8110-022	19,747.42
8 g 47:	00300933	V68154370 MARTIN ZETTEL INC	02/02/21	MW 0101-8150-0-4500-0000-8110-000	42.13
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ent of 54	00300934	V68149001 MATHIESEN, DAN OR TARA	02/02/21	MW 0101-0724-0-5800-5001-3600-000	306.28
2 <sup>89</sup> 4	00300935	V68061270 MOULTON NIGUEL WATER	02/02/21	MW 0101-0000-0-5500-000-8200-000	9,097.97
68	00300936	V68121862 NCS PEARSON INC.	02/02/21	MW 0101-6500-0-4500-5001-3150-000	120.00
68	00300937	V68158242 NSWC MECHANICAL SERVICE LLC	02/02/21	MW 0101-8150-0-5605-0000-8110-000	2,010.00
68	00300938	V68158166 ODEN, CAMDEN AND CORY	02/02/21	MW 0101-6500-0-5800-5760-1190-000	950.00
68	00300939	V68028870 OFFICE DEPOT	02/02/21	MW 0101-0002-0-4500-0000-2700-004	110.92
68	00300940	V68154092 PEAR DECK INC	02/02/21	MW 0101-3220-0-4150-1110-1000-000	1,000.00
68	00300941	V68106119 PROFESSIONAL TUTORS OF AMERICA	02/02/21	MW 0101-4203-0-5800-4760-1000-000	17,063.75
68	00300942	V68147115 PYRAMID WIRE & CABLE INC.	02/02/21	MW 0101-8150-0-4500-0000-8110-000	327.40
68	00300943	V68071950 QUALITY TOWING	02/02/21	MW 0101-0724-0-5800-5001-3600-000	222.00
68	00300944	V68157069 REC SOLAR COMMERCIAL CORP	02/02/21	MW 0101-9449-0-5800-0000-8110-004	2,796.00
68	00300944	V68157069 REC SOLAR COMMERCIAL CORP	02/02/21	MW 0101-9449-0-5800-0000-8110-006	2,487.00
68	00300945	V68151361 REVEL ENVIRONMENTAL MANUFACTUR	02/02/21	MW 0101-8150-0-5605-0000-8110-000	2,091.00
8 EX	00300946	V68161514 RODRIGUEZ, MATTHEW AND MARITES	02/02/21	MW 0101-6500-0-5800-5760-1190-000	2,749.48
8 HI	00300947	V68145500 RUSSELL SIGLER INC	02/02/21	MW 0101-8150-0-4500-0000-8110-000	1,725.54
8 BIT	00300948	V68078255 SAN DIEGO GAS & ELECTRIC	02/02/21	MW 0101-0000-0-5500-0000-8200-000	16,046.67
89 7#2	00300949	V68079190 SANTA MARGARITA WATER	02/02/21	MW 0101-0000-0-5500-0000-8200-000	1,578.47
68	00300950	V68164301 SCHLIPP, MAEL YNN ORJOSHUA	02/02/21	MW 0101-0724-0-5800-5001-3600-000	541.19
68	00300951	V68153639 SHAMROCK MUSIC	02/02/21	MW 0101-1102-0-5600-1160-1000-000	438.89
68	00300952	V68153530 SIMPSON IRVINE INC	02/02/21	MW 0101-8150-0-4500-0000-8230-000	83.44
68	00300953	V68083350 SMART & FINAL **SCHOOL SITES**	02/02/21	MW 0101-0002-0-4300-5760-1110-049	149.33
68	00300954	V68084100 SO CA GAS CO	02/02/21	MW 0101-0000-0-5500-0000-8200-000	3,746.45
68	00300955	V68100812 SOLTIS, PAMELA	02/02/21	MW 0101-3315-0-5212-5730-1110-000	37.09
68	00300955	V68100812 SOLTIS, PAMELA	02/02/21	MW 0101-6500-0-5212-5760-1110-000	37.09
68	00300956	V68116610 SOUTH COAST FAMILY MEDICAL CEN	02/02/21	MW 0101-0000-0-5800-0000-7400-000	578.00
68	00300956	V68116610 SOUTH COAST FAMILY MEDICAL CEN	02/02/21	MW 0101-0730-0-5800-1110-3600-000	180.00
68	00300956	V68116610 SOUTH COAST FAMILY MEDICAL CEN	02/02/21	MW 0101-0724-0-5800-5001-3600-000	270.00
68	00300957	V68118077 SOUTH COAST MEDICAL GROUP	02/02/21	MW 0101-0000-0-5800-0000-7400-000	210.00
68	00300958	V68122718 SOUTHERN CALIFORNIA EDISON	02/02/21	MW 0101-0000-0-5500-0000-8200-000	4,377.59
89 3	00300959	V68050288 SPICERS PAPER INC	02/02/21	MW 0101-0000-0-4500-0000-7550-000	847.40
89 5 ot	00300960	V68007162 STAPLES BUSINESS ADVANTAGE	02/02/21	MW 0101-6500-0-4500-5001-2700-000	633.64
89 f 47:	00300961	V68086230 STATE WATER RESOURCE CTRL BRD	02/02/21	MW 0101-8150-0-5800-0000-8230-000	1,474.00
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x0 nt 2 of 54	29600500		TIME AND ALAKM SYSTEMS	02/02/21		1,912.27
89 4	00300963	-	TIMOTHY ADAMS & ASSOCIATES	02/02/21	-	65,000.00
68	00300964	V68112012 TRUCPARCO	ARCO	02/02/21	MW 0101-0730-0-4600-1110-3600-000	259.07
68	00300965	V68153862 TURNEI	TURNER, CHELSEA	02/02/21	MW 0101-0000-0-5900-0000-7601-099	210.00
68	00300966	V68147300 TUTTLE	TUTTLE CLICK FORD LINCOLN	02/02/21	MW 0101-0724-0-5605-5001-3600-000	385.87
68	00300967	V68118287 UNIVEF	UNIVERSITY OF OREGON	02/02/21	MW 0101-4127-0-5800-1130-1000-000	291.67
68	00300968	V68007452 US AIR	US AIR CONDITIONING DIST.	02/02/21	MW 0101-8150-0-4500-0000-8110-000	236.92
68	00300969	V68067850 VERIZC	VERIZON WIRELESS	02/02/21	MW 0101-0000-0-5900-0000-7601-099	102.90
68	00300969	V68067850 VERIZC	VERIZON WIRELESS	02/02/21	MW 0101-6500-0-5800-5760-2700-000	1,903.65
68	00300969	V68067850 VERIZC	VERIZON WIRELESS	02/02/21	MW 0101-8150-0-5900-0000-8110-000	1,891.64
68	00300970	V68162568 WARFO	WARFORD, JEFF AND KAREN	02/02/21	MW 0101-6500-0-5800-5750-1190-000	750.00
68	00300971	V68096332 WAXIE	WAXIE SANITARY SUPPLY	02/02/21	MW 0101-0000-0-5605-0000-8210-000	576.80
68	00300972	V68152663 WE VID	WE VIDEO INC	02/02/21	MW 0101-0400-0-5800-1130-1000-075	579.00
89 EX	00300973	V68164215 WILCO	WILCOX SUPPLY INC.	02/02/21	MW 0101-0724-0-4600-5001-3600-000	137.56
8 111	00300978	V68164579 ATKINS	ATKINSON, TRACY	02/03/21	MW 0101-0004-0-4114-1180-1000-005	107.00
BIJ 8	00300979	V68163677 BRYAN	BRYAN, KIMBERLY	02/03/21	MW 0101-0000-0-5213-0000-3140-000	78.96
89 7 #2	00300980	V68164578 CABAN	CABANILLAS, GABY	02/03/21	MW 0101-6500-0-5212-5760-1110-000	16.80
68	00300981	V68159772 CANIZA	CANIZALES, JULIE	02/03/21	MW 0101-0000-0-5213-0000-3140-000	53.20
68	00300982	V6899999 CDTFA		02/03/21	MW 0101-0000-0-5800-0000-7550-000	92.62
68	00300982	V6899999 CDTFA		02/03/21	MW 0101-0000-0-4500-000-7700-000	88.13
68	00300982	V6899999 CDTFA		02/03/21	MW 0101-0002-0-4300-1140-1000-003	0.05
68	00300982	V6899999 CDTFA		02/03/21	MW 0101-0002-0-4300-1140-1000-027	0.92
68	00300982	V6899999 CDTFA		02/03/21	MW 0101-0400-0-4300-1130-1000-058	0.77
68	00300982	V6899999 CDTFA		02/03/21	MW 0101-0400-0-4400-1140-1000-003	107.89
68	00300982	V6899999 CDTFA		02/03/21	MW 0101-1102-0-4300-1160-1000-000	18.44
68	00300982	V6899999 CDTFA		02/03/21	MW 0101-3010-0-4300-1130-1000-072	1.55
68	00300982	V6899999 CDTFA		02/03/21	MW 0101-5640-0-4500-5760-3140-000	50.85
68	00300982	V6899999 CDTFA		02/03/21	MW 0101-6387-0-4400-3800-1000-003	107.95
68	00300982	V6899999 CDTFA		02/03/21	MW 0101-6387-0-4300-3800-1000-005	0.07
89 3	00300982	V6899999 CDTFA		02/03/21	MW 0101-6500-0-4300-5760-1190-000	137.18
89 6 ot	00300982	V6899999 CDTFA		02/03/21	MW 0101-6500-0-4400-5760-1190-000	305.26
8 6 473	00300982	V6899999 CDTFA		02/03/21	MW 0101-6500-0-4500-5760-3140-000	4.34
3	User: MXR Report: BK30	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account		Page 10	Current Date: 02/22/20 Current Time: 10:09:12	Current Date: 02/22/2021 Surrent Time: 10:09:12

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ent 1 of	00300982	V6899999	CDTFA	02/03/21		16.15
2 <sup>86</sup> 54	00300982	V6899999	CDTFA	02/03/21	MW 0101-8150-0-5605-0000-8110-000	1.55
68	00300983	V68164574	DASILVA, MARK	02/03/21	MW 0101-0004-0-4114-1180-1000-002	18.00
68	00300984	V68113985	ENRIQUEZ, MICHELLE L	02/03/21	MW 0101-6500-0-5213-5001-2100-000	6.72
68	00300985	V68151579	HAMMOND, DARCY	02/03/21	MW 0101-3315-0-5212-5730-1110-000	10.06
68	00300985	V68151579	HAMMOND, DARCY	02/03/21	MW 0101-6500-0-5212-5760-1110-000	10.06
68	00300986	V68163270	INSTRUCTURE INC.	02/03/21	MW 0101-4035-0-5800-7110-1000-123	3,600.00
68	00300987	V68164573	MIRANDA, ESPERANZA	02/03/21	MW 0101-0004-0-4114-1180-1000-002	18.00
68	00300988	V68158673	ORTEGA, CARMEN	02/03/21	MW 0101-0790-0-5213-4760-2100-000	80.50
68	00300989	V68157980	RICOH USA INC.	02/03/21	MW 0101-0000-0-5605-0000-7550-000	2,222.08
68	00300990	V68078255	SAN DIEGO GAS & ELECTRIC	02/03/21	MW 0101-0000-0-5500-0000-8200-000	30,722.11
68	00300991	V68159145	SANCHEZ, LIDIA	02/03/21	MW 0101-3010-0-5213-0000-2100-000	36.40
68	00300992	V68079190	SANTA MARGARITA WATER	02/03/21	MW 0101-0000-0-5500-0000-8200-000	848.64
8 EX	00300993	V68156048	SLEE, ELISA	02/03/21	MW 0101-0010-0-5215-1110-1000-000	60.00
8 HI	00300994	V68084100	SO CA GAS CO	02/03/21	MW 0101-0000-0-5500-0000-8200-000	6,302.99
8 811 811	00300995	V68122718	SOUTHERN CALIFORNIA EDISON	02/03/21	MW 0101-0000-0-5500-0000-8200-000	5,244.33
89 #2	00300996	V68118836	VARGAS, DAVID	02/03/21	MW 0101-3315-0-5212-5730-1110-000	71.30
68	00300996	V68118836	VARGAS, DAVID	02/03/21	MW 0101-6500-0-5212-5760-1110-000	71.30
68	00300997	V68164575	WINTERS, KATHY OR RICH	02/03/21	MW 0101-0004-0-4114-1180-1000-003	80.00
68	00300998	V68104710	YMCA OF ORANGE COUNTY	02/03/21	MW 0101-0000-0-8650-0000-000-202	1,588.80
68	00301057	V68162338	ANNILISE M FLANAGAN-FRANKL DBA	02/04/21	MW 0101-6500-0-5100-5001-3120-000	5,889.00
68	00301057	V68162338	ANNILISE M FLANAGAN-FRANKL DBA	02/04/21	MW 0101-6500-0-5800-5001-3120-000	1,617.00
68	00301058	V68150172	ASSURED FIRE SYSTEMS INC	02/04/21	MW 0101-8150-0-5605-0000-8110-000	36,570.75
68	00301059	V68160614	AUTISM WELLNESS CONSULTING INC	02/04/21	MW 0101-6500-0-5801-5001-3120-000	7,776.00
68	00301060	V68118161		02/04/21	MW 0101-0000-0-8096-0000-000-205	2,730,578.00
68	00301061	V68160375	CLAIRE H. RADICE	02/04/21	MW 0101-6500-0-5100-5760-3140-000	8,960.00
68	00301062	V68146265	COMMUNITY ROOTS ACADEMY	02/04/21	MW 0101-0000-0-8096-0000-000-206	511,614.00
68	00301063	V68152545	GAYLE M PARIDE	02/04/21	MW 0101-0000-0-5800-0000-7180-000	8,730.00
68	00301064	V68161968	HOULIHAN, PATRICIA K.	02/04/21	MW 0101-6500-0-5800-5760-1190-000	1,152.00
89 3	00301065	V68145213	INTERNATIONAL BACCALAUREATE OR	02/04/21	MW 0101-0002-0-4300-1140-1000-003	28,578.00
89 7 of	00301066	V68105873	JOURNEY CHARTER SCHOOL	02/04/21	MW 0101-0000-0-8096-0000-000-201	397,376.00
8 6 473	00301067	V68042200	LAGUNA NIGUEL CHAMBER OF	02/04/21	MW 0101-0000-0-5300-0000-7180-000	195.00
3	User: MXRC Report: BK300	User: MXROSA - Mercedes Rosales port: BK3006: Consolidated Check I	degister w. Account	Page 11	Current Date: 02/22/20 Current Time: 10:09:12	Current Date: 02/22/2021 Surrent Time: 10:09:12

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nent 2 of	00301068	108	02/04/21		1.050.00
2 <sup>89</sup> 54	00301069	V68164252 MOORE, ALICIA AND MICHAEL	02/04/21	MW 0101-6500-0-5800-5760-1190-000	135.00
68	00301070	V68157305 MORSCO SUPPLY LLC	02/04/21	MW 0101-0400-0-4405-0000-8110-081	6,341.15
68	00301071	V68160890 MUNDSCHAU, STEVEN	02/04/21	MW 0101-0000-0-5213-0000-7700-000	2.80
68	00301072	V68156464 NDS	02/04/21	MW 0101-0000-0-5900-0000-7540-000	9.60
68	00301073	V68021378 NEW HAVEN YOUTH & FAMILY	02/04/21	MW 0101-6512-0-5101-5760-3110-000	8,800.00
68	00301074	V68163329 NOVITAS ACADEMY	02/04/21	MW 0101-6500-0-5103-5760-1180-000	1,595.30
68	00301074	V68163329 NOVITAS ACADEMY	02/04/21	MW 0101-6500-0-5803-5760-1180-000	3,304.70
68	00301074	V68163329 NOVITAS ACADEMY	02/04/21	MW 0101-6512-0-5104-5760-1180-000	1,050.00
68	00301074	V68163329 NOVITAS ACADEMY	02/04/21	MW 0101-6512-0-5104-5760-3120-000	7,000.00
68	00301075	V68149897 O REILLY AUTO PARTS	02/04/21	MW 0101-7220-0-4300-1140-1000-003	216.93
68	00301076	V68158166 ODEN, CAMDEN AND CORY	02/04/21	MW 0101-6500-0-5800-5760-1190-000	560.00
68	00301077	V68113144 OPPORTUNITY FOR LEARNING	02/04/21	MW 0101-0000-0-8096-0000-0000-203	584,656.00
8 EX	00301078	V68153868 ORANGE COUNTY ACADEMY OF	02/04/21	MW 0101-0000-0-8096-0000-0000-202	245,671.00
8 (HI	00301078	V68153868 ORANGE COUNTY ACADEMY OF	02/04/21	MW 0101-0000-0-8096-0000-0000-208	101,794.00
BIJ 8	00301079	V68066570 ORANGE COUNTY DEPT OF EDUC	02/04/21	MW 0101-6500-0-7142-5760-9200-000	338,415.00
89 7 #2	00301080	V68141316 OTICON INC	02/04/21	MW 0101-0504-0-4400-1110-1000-000	1,149.38
68	00301080	V68141316 OTICON INC	02/04/21	MW 0101-6500-0-4300-5760-1190-000	467.00
68	00301081	V68146264 OXFORD ACADEMY	02/04/21	MW 0101-0000-0-8096-0000-0000-204	546,960.00
68	00301082	V68155593 Pamela Moldauer	02/04/21	MW 0101-6512-0-5115-5760-3110-000	875.00
68	00301083	V68154724 PINNACLE PETROLEUM INC	02/04/21	MW 0101-0730-0-4600-1110-3600-000	23,026.71
68	00301084	V68106119 PROFESSIONAL TUTORS OF AMERICA	02/04/21	MW 0101-6500-0-5801-5760-1190-000	280.00
68	00301085	V68071608 PRUDENTIAL OVERALL SUPPLY	02/04/21	MW 0101-0000-0-5800-0000-7550-000	44.32
68	00301086	V68147115 PYRAMID WIRE & CABLE INC.	02/04/21	MW 0101-8150-0-4500-0000-8110-000	345.59
68	00301087		02/04/21	MW 0101-8150-0-5605-0000-8110-018	12,050.00
68	00301087	V68149719 Q FENCE AND FABRICATION INC	02/04/21	MW 0101-8150-0-5605-0000-8110-055	1,731.00
68	00301088	V68154787 RAPTOR TECHNOLOGIES HOLDING	02/04/21	MW 0101-0400-0-4300-1130-1000-087	495.00
68	00301089	V68150503 SAKADJIAN, HAGOP AND HAYA	02/04/21	MW 0101-3010-0-5800-7110-1000-103	1,456.00
68	00301090	V68079190 SANTA MARGARITA WATER	02/04/21	MW 0101-0000-0-5500-0000-8200-000	2,540.39
89 3	00301091	V68147427 SHACK-LAPPIN, CAROL	02/04/21	MW 0101-6512-0-5115-5760-3110-000	935.00
80 8 of	00301092	V68153639 SHAMROCK MUSIC	02/04/21	MW 0101-1102-0-5600-1160-1000-000	369.45
86 f 473	00301093	V68083350 SMART & FINAL **SCHOOL SITES**	02/04/21	MW 0101-0002-0-4300-1140-1000-023	103.87
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ent of 5	00301093	V68083350 SMART & FINAL **SCHOOL SITES**	02/04/21	MW 0101-3555-0-4300-3800-1000-003	116.50
2 <sup>89</sup> 54	00301093	V68083350 SMART & FINAL **SCHOOL SITES**	02/04/21	MW 0101-6520-0-4300-5760-1190-000	84.40
68	00301094	V68152565 SNAP ON INCORPORATED	02/04/21	MW 0101-6388-0-4300-3800-1000-002	1,347.10
68	00301095	V68157226 SONOVA USA INC	02/04/21	MW 0101-3315-0-4400-5730-1110-000	3,882.88
68	00301096	V68149204 SOUTH COAST FIRE PROTECTION IN	02/04/21	MW 0101-8150-0-5605-0000-8110-000	15,000.00
68	00301097	V68143011 SOUTH COAST WATER DISTRICT	02/04/21	MW 0101-0000-0-5500-0000-8200-000	11,751.27
68	00301098	V68007162 STAPLES BUSINESS ADVANTAGE	02/04/21	MW 0101-0002-0-4500-0000-2700-050	28.00
68	00301098	V68007162 STAPLES BUSINESS ADVANTAGE	02/04/21	MW 0101-0002-0-4300-1140-1000-029	57.10
68	00301098	V68007162 STAPLES BUSINESS ADVANTAGE	02/04/21	MW 0101-6500-0-4500-5001-2700-000	57.10
68	00301099	V68120813 STATE OF CALIFORNIA	02/04/21	MW 0101-6500-0-5800-5001-3150-000	200.00
68	00301100	V68161403 SUMMIT VIEW SCHOOL DBA STEM3 A	02/04/21	MW 0101-6500-0-5802-5760-1180-000	11,666.00
68	00301101	V68164077 SWIVL INC. DBA SATARII INC.	02/04/21	MW 0101-3010-0-4400-1110-1000-054	3,239.50
68	00301101	V68164077 SWIVL INC. DBA SATARII INC.	02/04/21	MW 0101-3010-0-4400-1130-1000-054	37.50
89 EX	00301101	V68164077 SWIVL INC. DBA SATARII INC.	02/04/21	MW 0101-7510-0-4400-1130-1000-054	3,277.01
8 111	00301102	V68161843 T-MOBILE USA INC	02/04/21	MW 0101-3220-0-5800-1110-1000-000	8,000.00
BI1 8	00301102	V68161843 T-MOBILE USA INC	02/04/21	MW 0101-7388-0-5800-0000-7700-000	14,130.00
89 #2	00301103	V68115947 TRICIA KARETAS KRANTZ	02/04/21	MW 0101-6512-0-5115-5760-3110-000	2,744.00
68	00301104	V68100636 ULINE INC	02/04/21	MW 0101-0000-0-4500-0000-7700-000	393.00
68	00301105	V68144406 UNIVERSITY OF CA SAN DIEGO, SC	02/04/21	MW 0101-5640-0-5815-5001-3140-000	1,120.00
68	00301106	V68142948 WILLIAMS, JAMES AND GINI	02/04/21	MW 0101-6500-0-5800-5760-1190-000	8,267.00
68	00301112	V68122588 1ST JON INC	02/05/21	MW 0101-8150-0-5605-0000-8110-000	221.55
68	00301113	V68001018 A Z BUS SALES INC	02/05/21	MW 0101-0730-0-4600-1110-3600-000	2,620.07
68	00301114	V68151551 A.C. LANDSCAPE INC.	02/05/21	MW 0101-0000-0-5605-0000-8220-000	620.31
68	00301115	V68011965 AASA MEMBERSHIP	02/05/21	MW 0101-0000-0-5300-0000-7400-000	225.00
68	00301116	V68110692 ACETEC SECURITY SYSTEMS	02/05/21	MW 0101-8150-0-5605-0000-8110-000	6,889.00
68	00301117	V68155761 ADVANCED CHEMICAL TECHNOLOGY I	02/05/21	MW 0101-8150-0-5800-0000-8110-000	1,047.65
68	00301119	V68152532 ADVANTAGE WEST INVESTMENT ENTE	02/05/21	MW 0101-0000-0-4500-0000-8210-000	20,704.68
68	00301120	V68145645 ALISO NIGUEL AUTO CARE	02/05/21	MW 0101-8150-0-5605-0000-8230-000	1,853.02
68	00301121	V68154816 ALISO VIEJO TOWING & RECOVERY	02/05/21	MW 0101-0724-0-5800-5001-3600-000	361.00
89 3	00301122	V68147757 ANIMAL PEST MANAGEMENT SERVICE	02/05/21	MW 0101-0000-0-5800-0000-8220-000	14,620.50
89 9 ot	00301123	V68149415 APEX AUDIO INC	02/05/21	MW 0101-0002-0-4300-1140-1000-002	698.31
8 f 473	00301124	V68111606 APPLE INC	02/05/21	MW 0101-0400-0-4400-1140-1000-003	2,035.66
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# Consolidated Check Register w. Account from 1/26/2021 to 2/22/2021 **CAPISTRANO USD**

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00301124	V68111606 APPLE INC	02/05/21	MW 0101-6500-0-4300-5760-1190-000	1,477.08
00301125	V68152127 APPLE VALLEY COMMUNICATIONS IN	02/05/21	MW 0101-8150-0-4500-0000-8110-000	791.00
00301126	V68102200 AUTOLIFT SERVICES INC	02/05/21	MW 0101-0724-0-5605-5001-3600-000	3,302.40
00301127	V68150294 AUTOZONE INC	02/05/21	MW 0101-0730-0-4600-1110-3600-000	31.70
00301128	V68145214 AVERY DENNISON	02/05/21	MW 0101-0000-0-4500-0000-7700-000	1,453.43
00301129	V68163465 BALDWIN PLUMBING INC. DBA BALD	02/05/21	MW 0101-8150-0-5605-0000-8110-068	12,056.35
00301130	V68076299 BEACH CITIES GLASS INC	02/05/21	MW 0101-8150-0-4500-0000-8110-000	394.49
00301130	V68076299 BEACH CITIES GLASS INC	02/05/21	MW 0101-8150-0-5605-0000-8110-000	386.08
00301131	V68006981 BEE MAN, THE	02/05/21	MW 0101-8150-0-5605-0000-8110-000	459.00
00301132	V68049767 BENS ASPHALT	02/05/21	MW 0101-8150-0-5605-0000-8110-000	9,670.00
00301133	V68145162 BERTRANDS HORN IMPROVEMENT	02/05/21	MW 0101-0002-0-4300-1140-1000-001	93.39
00301134	V68123700 BSN SPORTS	02/05/21	MW 0101-1100-0-4300-1140-4200-001	1,529.35
00301135	V68157579 BUSHIVE INC	02/05/21	MW 0101-0730-0-5800-1110-3600-000	4,620.00
00301135	V68157579 BUSHIVE INC	02/05/21	MW 0101-0724-0-5800-5001-3600-000	1,980.00
00301136	V68146284 BUSWEST LLC	02/05/21	MW 0101-0730-0-4600-1110-3600-000	4,216.82
00301137	V68141660 CAL-STATE AUTO PARTS INC	02/05/21	MW 0101-0724-0-4600-5001-3600-000	803.44
00301138	V68151718 CAMPBELL KELLER	02/05/21	MW 0101-0002-0-4500-000-2700-004	5,451.98
00301139	V68119470 CAPISTRANO CRANE SERVICE	02/05/21	MW 0101-8150-0-5605-0000-8110-000	2,300.00
00301140	V68163955 CATALINA PRODUCTS INTERNATIONA	02/05/21	MW 0101-8150-0-4500-0000-8110-059	310.32
00301141	V68106764 CDWG Inc	02/05/21	MW 0101-0002-0-4500-0000-2700-054	17.04
00301141	V68106764 CDWG Inc	02/05/21	MW 0101-0002-0-4300-1130-1000-054	147.77
00301141	V68106764 CDWG Inc	02/05/21	MW 0101-0400-0-4300-1130-1000-052	494.57
00301141	V68106764 CDWG Inc	02/05/21	MW 0101-0400-0-4400-1130-1000-077	455.00
00301141	V68106764 CDWG Inc	02/05/21	MW 0101-0400-0-4400-1140-1000-026	1,342.57
00301141	V68106764 CDWG Inc	02/05/21	MW 0101-3220-0-4400-1110-1000-000	653,340.00
00301141	V68106764 CDWG Inc	02/05/21	MW 0101-0000-0-4500-0000-8110-000	185.15
00301141	V68106764 CDWG Inc	02/05/21	MW 0101-8150-0-4500-0000-8110-000	2,286.15
00301142	V68157551 CENTRAL COMMUNICATIONS	02/05/21	MW 0101-8150-0-5800-0000-8110-000	144.22
00301143	V68108311 CINTAS CORPORATION	02/05/21	MW 0101-7420-0-4500-1110-3600-000	3,103.47
00301143	V68108311 CINTAS CORPORATION	02/05/21	MW 0101-8150-0-4500-0000-8110-000	1,042.31
00301144	V68146234 CINTAS CORPORATION #640	02/05/21	MW 0101-0000-0-5800-0000-8210-000	150.81
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V68146234 CINTAS	<b>CINTAS CORPORATION #640</b>	02/05/21	MW 0101-0730-0-	0101-0730-0-5800-1110-3600-000	267.58
V68146234 CINTAS	CINTAS CORPORATION #640	02/05/21	MW 0101-0724-0-5	0101-0724-0-5800-5001-3600-000	267.58
V68146234 CINTAS	CINTAS CORPORATION #640	02/05/21	MW 0101-8150-0-	0101-8150-0-5605-0000-8110-000	1,796.89
V68019025 CLARK 5	CLARK SECURITY PRODUCTS	02/05/21	MW 0101-8150-0-	0101 - 8150 - 0 - 4500 - 0000 - 8110 - 000	5,480.72
V68147693 COMPLF	COMPLETE OFFICE OF CA	02/05/21	MW 0101-0000-0-2	0101 - 0000 - 0 - 4500 - 0000 - 7300 - 000	3.89
V68147693 COMPLI	COMPLETE OFFICE OF CA	02/05/21	MW 0101-0790-0-	0101 - 0790 - 0 - 4500 - 4760 - 2100 - 000	94.18
V68027192 CONSOI	CONSOLIDATED ELECTRICAL DISTR	02/05/21	MW 0101-8150-0-	0101 - 8150 - 0 - 4500 - 0000 - 8110 - 000	4,880.29
V68154162 CONTIN	CONTINENTAL FLOORING COMPANY	02/05/21	MW 0101-0000-0-	0101 - 0000 - 0 - 4500 - 0000 - 8210 - 000	3,708.01
V68022310 COUNT	COUNTY OF ORANGE - WASTE MNGT	02/05/21	MW 0101-0000-0-9	0101 - 0000 - 0 - 5500 - 0000 - 8200 - 000	148.58
V68024000 CULVEF	CULVER-NEWLIN INC	02/05/21	MW 0101-3010-0-	0101 - 3010 - 0 - 4500 - 0000 - 2100 - 000	242.98
V68024113 CURRIC	CURRICULUM ASSOCIATES LLC	02/05/21	MW 0101-3010-0-	0101 - 3010 - 0 - 4300 - 1110 - 1000 - 073	0.00
V68024113 CURRIC	CURRICULUM ASSOCIATES LLC	02/05/21	MW 0101-3010-0-	0101 - 3010 - 0 - 4400 - 1110 - 1000 - 073	7,845.00
V68063578 DAL TILE	П	02/05/21	MW 0101-8150-0-	0101 - 8150 - 0 - 4500 - 0000 - 8110 - 000	331.66
V68105883 DAVE B	DAVE BANG ASSOCIATES INC	02/05/21	MW 0101-8150-0-	0101 - 8150 - 0 - 4500 - 0000 - 8110 - 089	1,661.96
V68064188 DELL CO	DELL COMPUTER	02/05/21	MW 0101-6500-0-	0101-6500-0-4300-5760-1190-000	209.06
V68061861 DELTA F	DELTA EDUCATION	02/05/21	MW 0101-6300-0-	0101 - 6300 - 0 - 4300 - 1110 - 1000 - 000	2,552.08
V68026001 DENAUI	DENAULT S HARDWARE	02/05/21	MW 0101-8150-0-	0101 - 8150 - 0 - 4500 - 0000 - 8110 - 000	2.56
V68058370 DEPT IN	DEPT INDUSTRIAL RELATIONS	02/05/21	MW 0101-8150-0-	0101 - 8150 - 0 - 5605 - 0000 - 8110 - 000	900.006
V68028500 DUNN-E	DUNN-EDWARDS CORP	02/05/21	MW 0101-8150-0-	0101 - 8150 - 0 - 4500 - 0000 - 8110 - 000	2,099.22
V68063693 E STEW	E STEWART AND ASSOCIATES INC	02/05/21	MW 0101-0000-0-	0101 - 0000 - 0 - 5605 - 0000 - 8220 - 000	15,009.83
V68147927 EVIDENT INC	VT INC	02/05/21	MW 0101-6388-0-	0101-6388-0-4300-3800-1000-006	17.41
V68118205 FASTE	FASTENAL COMPANY	02/05/21	MW 0101-0730-0-	0101 - 0730 - 0 - 4600 - 1110 - 3600 - 000	910.24
V68032535 FEDER	FEDERAL EXPRESS CORP	02/05/21	MW 0101-0000-0-	0101 - 0000 - 0 - 5900 - 0000 - 7540 - 000	263.55
V68032905 FISHER	FISHER SCIENTIFIC CO LLC	02/05/21	MW 0101-0002-0-	0101 - 0002 - 0 - 4300 - 1140 - 1000 - 004	504.98
	FLINN SCIENTIFIC INC	02/05/21	MW 0101-0002-0-2	0101-0002-0-4300-1140-1000-003	423.05
V68151587 FLOCA	FLOCABULARY LLC	02/05/21	MW 0101-0002-0-9	0101-0002-0-5800-1140-1000-029	2,000.00
V68150202 FOLLE1	FOLLETT SCHOOL SOLUTIONS INC	02/05/21	MW 0101-0004-0-	0101 - 0004 - 0 - 4114 - 1180 - 1000 - 005	652.42
V68150202 FOLLE1	FOLLETT SCHOOL SOLUTIONS INC	02/05/21	MW 0101-3010-0-	0101 - 3010 - 0 - 4200 - 1180 - 2420 - 054	3,997.32
V68067610 GEARY	GEARY PACIFIC CORP	02/05/21	MW 0101-8150-0-	0101 - 8150 - 0 - 4500 - 0000 - 8110 - 000	3,371.56
V68151531 HD SU	HD SUPPLY CONSTRUCTION AND	02/05/21	MW 0101-8150-0-	0101 - 8150 - 0 - 4500 - 0000 - 8110 - 000	1,187.86
V68059154 HERIT	HERITAGE SCHOOLS INC	02/05/21	MW 0101-6500-0-	0101 - 6500 - 0 - 5803 - 5760 - 1180 - 000	8,320.00
V68059154 HERI7	HERITAGE SCHOOLS INC	02/05/21	MW 0101-6512-0-9	0101-6512-0-5104-5760-1180-000	21,390.00
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ent of 5	00301169	V68059154 HERITAGE SCHOOLS INC	02/05/21	MW 0101-6512-0-5104-5760-3120-000	8,463.00
2 <sup>89</sup> 54	00301170	V68154276 HERITAGE WINDOW COVERING	02/05/21	MW 0101-8150-0-5605-0000-8110-000	510.00
68	00301171	V68041995 HOUGHTON MIFFLIN HARCOURT PUBL	02/05/21	MW 0101-6300-0-4140-1110-1000-000	236.00
68	00301172	V68154526 IMAGE APPAREL FOR BUSINESS INC	02/05/21	MW 0101-0730-0-4500-1110-3600-000	196.31
68	00301172	V68154526 IMAGE APPAREL FOR BUSINESS INC	02/05/21	MW 0101-0724-0-4500-5001-3600-000	130.87
68	00301173	V68147128 IXL LEARNING INC	02/05/21	MW 0101-7510-0-5800-1140-1000-001	1,925.00
68	00301174	V68117759 JOSTENs INC.	02/05/21	MW 0101-0010-0-4500-3200-2700-018	398.84
68	00301175	V68155669 Junior Library Guild	02/05/21	MW 0101-0004-0-4200-1180-2420-021	365.95
68	00301176	V68062513 KELLY PAPER COMPANY	02/05/21	MW 0101-0000-0-4500-0000-7550-000	1,216.99
68	00301177	V68049480 LAKESHORE LEARNING MATERIALS	02/05/21	MW 0101-0002-0-4300-1130-1000-054	159.58
68	00301178	V68052878 LAWNMOWERS ETC	02/05/21	MW 0101-0000-0-4500-0000-8220-000	2,412.25
68	00301178	V68052878 LAWNMOWERS ETC	02/05/21	MW 0101-8150-0-5605-0000-8120-000	1,707.99
68	00301179	V68104580 LAWSON PRODUCTS INC	02/05/21	MW 0101-8150-0-4500-0000-8110-000	1,971.82
8 EX	00301180	V68154079 LEXIA LEARNING SYSTEMS LLC	02/05/21	MW 0101-3010-0-5800-1110-1000-021	2,258.25
8 111	00301181	V68158266 LITERACY RESOURCES LLC	02/05/21	MW 0101-0010-0-4200-0000-2100-000	61.99
BIJ 8	00301181	V68158266 LITERACY RESOURCES LLC	02/05/21	MW 0101-3010-0-4200-1130-1000-061	1,900.56
89 7 #2	00301182	V68115957 MAXIM HEALTHCARE SERVICES INC	02/05/21	MW 0101-0000-0-5800-0000-3140-000	19,946.25
68	00301182	V68115957 MAXIM HEALTHCARE SERVICES INC	02/05/21	MW 0101-6500-0-5101-5760-3140-000	15,725.00
68	00301183	V68159759 NOTABLE INC.	02/05/21	MW 0101-6300-0-4300-1110-1000-000	297.00
68	00301184	V68163313 PEDIATRIC THERAPY SERVICES LLC	02/05/21	MW 0101-6500-0-5101-5001-3120-000	1,246.00
68	00301184	V68163313 PEDIATRIC THERAPY SERVICES LLC	02/05/21	MW 0101-6500-0-5801-5001-3120-000	7,574.00
68	00301184	V68163313 PEDIATRIC THERAPY SERVICES LLC	02/05/21	MW 0101-6500-0-5101-5760-1190-000	55,888.59
68	00301184	V68163313 PEDIATRIC THERAPY SERVICES LLC	02/05/21	MW 0101-6500-0-5101-5760-3150-000	32,051.64
68	00301185	V68078255 SAN DIEGO GAS & ELECTRIC	02/05/21	MW 0101-0000-0-5500-0000-8200-000	6,659.36
68	00301186	V68084100 SO CA GAS CO	02/05/21	MW 0101-0000-0-5500-0000-8200-000	134.37
68	00301187	V68122718 SOUTHERN CALIFORNIA EDISON	02/05/21	MW 0101-0000-0-5500-0000-8200-000	13,230.25
68	00301188	V68160029 THE LOCAL DISH INC	02/05/21	MW 0101-0000-0-5800-0000-7180-000	1,600.00
68	00301189	V68158564 TOM MEADOWS DBA BIG FISH AUDIO	02/05/21	MW 0101-3555-0-4400-3800-1000-005	4,581.06
68	00301190	V68153172 BAGGIO, LISA	02/09/21	MW 0101-0400-0-4300-1130-1000-052	26.93
89 4	00301191	V68018872 CITY OF SAN JUAN CAPISTRANO	02/09/21	MW 0101-0000-0-5500-0000-8200-000	3,335.94
89 2 of	00301192	V68161163 CURRIE, KIMBERLY	02/09/21	MW 0101-3315-0-5212-5730-1110-000	8.63
8 8 8 473	00301192	V68161163 CURRIE, KIMBERLY	02/09/21	MW 0101-6500-0-5212-5760-1110-000	8.62
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80	00301194	V68164594 MORGAN, KIM	02/09/21	MW 0101-0000-0-5213-0000-3140-000	11.20
68	00301195	V68164598 OLDHAM, CHRIS	02/09/21	MW 0101-0004-0-4114-1180-1000-003	15.00
68	00301196	V68151361 REVEL ENVIRONMENTAL MANUFACTUR	02/09/21	MW 0101-8150-0-5605-0000-8110-000	558.00
68	00301197	V68145500 RUSSELL SIGLER INC	02/09/21	MW 0101-8150-0-4405-0000-8110-058	3,444.18
68	00301198	V68107258 SCHAFER, KEITH	02/09/21	MW 0101-0000-0-5213-0000-7700-000	36.40
68	00301199	V68164599 YEARLEY, DAVID	02/09/21	MW 0101-0004-0-4114-1180-1000-003	15.00
68	00301213	V68001018 A Z BUS SALES INC	02/10/21	MW 0101-3220-0-6400-5001-3600-000	210,896.96
68	00301214	V68164020 A-1 HOME HEALTH CARE INC.	02/10/21	MW 0101-6500-0-5600-5760-3140-000	320.00
68	00301215	V68001670 ACADEMIC THERAPY PUBLLICATIONS	02/10/21	MW 0101-0000-0-4500-0000-3120-000	636.79
68	00301215	V68001670 ACADEMIC THERAPY PUBLLICATIONS	02/10/21	MW 0101-6500-0-4500-5001-3120-000	1,298.66
68	00301215	V68001670 ACADEMIC THERAPY PUBLLICATIONS	02/10/21	MW 0101-6500-0-4500-5001-3150-000	1,422.30
68	00301216	V68163031 AIDA ALLEN-ROTELL	02/10/21	MW 0101-3010-0-5800-0000-2140-000	750.00
% EX	00301217	V68145645 ALISO NIGUEL AUTO CARE	02/10/21	MW 0101-8150-0-5605-0000-8230-000	2,102.12
~	00301218	V68111606 APPLE INC	02/10/21	MW 0101-0065-0-4300-1110-1000-000	326.17
	00301219	V68148589 ARKEE, SHEILA	02/10/21	MW 0101-0724-0-5800-5001-3600-000	365.56
~~	00301220	V68143536 AVID CENTER	02/10/21	MW 0101-4035-0-5216-0000-2100-000	1,700.00
68	00301220	V68143536 AVID CENTER	02/10/21	MW 0101-4035-0-5215-1110-1000-000	8,500.00
68	00301221	V68141916 BANNERMAN, CARY OR KELLY	02/10/21	MW 0101-0724-0-5800-5001-3600-000	358.02
68	00301222	V68155379 BARTOSH, LAUREL OR JAMES	02/10/21	MW 0101-0000-0-8699-0000-000	74.29
68	00301223	V68161044 BEACH KIDS THERAPY CENTER INC	02/10/21	MW 0101-6500-0-5801-5760-3140-000	105.00
68	00301223	V68161044 BEACH KIDS THERAPY CENTER INC	02/10/21	MW 0101-6500-0-5801-5760-3150-000	70.00
68	00301224	V68150006 BEACON DAY SCHOOL	02/10/21	MW 0101-6500-0-5102-5760-1180-000	13,101.81
68	00301225	V68160823 BECK, AMANDA OR MATTHEW	02/10/21	MW 0101-0724-0-5800-5001-3600-000	168.90
68	00301226	V68146851 BERRY, SCOTT AND/OR JAIME	02/10/21	MW 0101-6500-0-5802-5760-1180-000	215.04
68	00301227	V68123700 BSN SPORTS	02/10/21	MW 0101-1100-0-4300-1140-4200-006	613.00
68	00301228	V68146284 BUSWEST LLC	02/10/21	MW 0101-0730-0-4600-1110-3600-000	1,468.74
68	00301229	V68141660 CAL-STATE AUTO PARTS INC	02/10/21	MW 0101-0724-0-4600-5001-3600-000	337.79
68	00301230	V68148170 CALIFORNIA YOUTH SERVICES	02/10/21	MW 0101-4127-0-5810-0000-3110-000	2,400.00
68	00301231	V68015090 CAMLOX INDUSTRIES INC dba WEST	02/10/21	MW 0101-8150-0-5605-0000-8110-000	195.00
~~	00301232	V68016950 CAROLINA BIOLOGICAL SUPPLY CO.	02/10/21	MW 0101-0002-0-4300-1140-1000-003	1,923.34
8 6 473	00301232	V68016950 CAROLINA BIOLOGICAL SUPPLY CO.	02/10/21	MW 0101-6300-0-4300-1110-1000-000	1,770.78
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0	00301233	V68106764 CDWG Inc	02/10/21	MW 0101-0000-0-4500-0000-7700-000	101.33
0	00301233	V68106764 CDWG Inc	02/10/21	MW 0101-3220-0-4400-1110-1000-000	653,340.00
0	00301233	V68106764 CDWG Inc	02/10/21	MW 0101-6387-0-4400-3800-1000-023	36,888.71
0	00301234	V68157551 CENTRAL COMMUNICATIONS	02/10/21	MW 0101-8150-0-5800-0000-8110-000	147.83
0	00301235	V68161497 CHADWICK, CHARLES AND MICHELLE	02/10/21	MW 0101-6500-0-5802-5760-1180-000	794.34
0	00301236	V68146234 CINTAS CORPORATION #640	02/10/21	MW 0101-0000-0-5800-0000-8210-000	50.27
0	00301236	V68146234 CINTAS CORPORATION #640	02/10/21	MW 0101-0000-0-5800-0000-8310-000	51.00
68 0	00301236	V68146234 CINTAS CORPORATION #640	02/10/21	MW 0101-8150-0-5605-0000-8110-000	669.07
68 0	00301237	V68018870 CITY OF SAN CLEMENTE	02/10/21	MW 0101-0000-0-5500-0000-8200-000	15,276.05
68 0	00301238	V68153592 CJT ENTERPRISES INC.	02/10/21	MW 0101-6500-0-4400-5760-1190-000	2,143.97
68 0	00301238	V68153592 CJT ENTERPRISES INC.	02/10/21	MW 0101-6500-0-4500-5760-3140-000	1,117.69
68 0	00301239	V68019025 CLARK SECURITY PRODUCTS	02/10/21	MW 0101-8150-0-4500-0000-8110-000	1,378.88
-	00301240	V68019394 COASTAL BLUE	02/10/21	MW 0101-8150-0-4500-0000-8110-000	492.21
0 8 111	00301241	V68101521 COLLEGE BOARD	02/10/21	MW 0101-0002-0-4300-1140-1000-001	969.00
-	00301242	V68161331 COMMUNITY PUBLICATIONS LLC	02/10/21	MW 0101-0000-0-5800-0000-7180-000	950.00
-	00301243	V68147693 COMPLETE OFFICE OF CA	02/10/21	MW 0101-8150-0-4500-0000-8110-000	95.40
-	00301244	V68141814 CONDIE, JOSHUA OR CAROL	02/10/21	MW 0101-0724-0-5800-5001-3600-000	96.66
0	00301245	V68149629 COON, MATTHEW OR ERIKA	02/10/21	MW 0101-0724-0-5800-5001-3600-000	112.32
0	00301246	V68164002 CROWE, ROBERT	02/10/21	MW 0101-6500-0-5800-5760-1190-000	325.00
0	00301247	V68161311 CURRAN, ANDREW AND/OR LISA	02/10/21	MW 0101-6500-0-5802-5760-1180-000	632.96
0	00301248	V68024113 CURRICULUM ASSOCIATES LLC	02/10/21	MW 0101-3010-0-5810-1130-1000-079	2,425.50
0	00301248	V68024113 CURRICULUM ASSOCIATES LLC	02/10/21	MW 0101-7510-0-5810-1130-1000-079	3,087.00
0	00301249	V68024113 CURRICULUM ASSOCIATES LLC	02/10/21	MW 0101-0000-0-4500-0000-3120-000	95.22
0	00301249	V68024113 CURRICULUM ASSOCIATES LLC	02/10/21	MW 0101-6500-0-4500-5001-3120-000	140.11
68 0	00301250	V68026001 DENAULT S HARDWARE	02/10/21	MW 0101-0724-0-4600-5001-3600-000	215.37
68 0	00301250	V68026001 DENAULT S HARDWARE	02/10/21	MW 0101-8150-0-4500-0000-8110-000	7.46
68 0	00301251	V68009300 DICK BLICK WEST	02/10/21	MW 0101-0002-0-4300-1140-1000-023	931.91
68 0	00301252	V68028500 DUNN-EDWARDS CORP	02/10/21	MW 0101-8150-0-4500-0000-8110-000	413.66
0 89 4	00301253	V68155142 ECE4AUTISM	02/10/21	MW 0101-6500-0-5802-5760-1180-000	2,660.00
-	00301254	V68163202 ERIC NELSON	02/10/21	MW 0101-0010-0-5800-0000-2100-000	1,250.00
-	00301255	V68154409 EWING IRRIGATION PRODUCTS INC	02/10/21	MW 0101-0000-0-4500-0000-8220-000	2,429.29
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neni 9 of	00301256	310	02/10/21		1.200.00
2 54	00301257		02/10/21		371.64
68	00301258	V68155629 FERGUSON ENTERPRISES INC.	02/10/21	MW 0101-8150-0-4500-0000-8110-000	2,943.03
68	00301259	V68032905 FISHER SCIENTIFIC CO LLC	02/10/21	MW 0101-3555-0-4300-3800-1000-004	458.01
68	00301260	V68160691 FIVESTAR RUBBER STAMP ETC INC.	02/10/21	MW 0101-0000-0-4500-0000-7300-000	140.94
68	00301261	V68157168 FLEET SERVICES INC	02/10/21	MW 0101-0730-0-4600-1110-3600-000	34.56
68	00301262	V68117493 GAMETIME	02/10/21	MW 0101-8150-0-4500-0000-8110-000	1,096.07
68	00301263	V68073437 GANAHL LUMBER CO	02/10/21	MW 0101-0002-0-4300-1140-1000-021	230.35
68	00301263	V68073437 GANAHL LUMBER CO	02/10/21	MW 0101-8150-0-4500-0000-8110-000	2,531.34
68	00301264	V68067610 GEARY PACIFIC CORP	02/10/21	MW 0101-8150-0-4405-0000-8110-000	16,866.82
68	00301265	V68035251 GLEN PRODUCTS	02/10/21	MW 0101-8150-0-4500-0000-8110-000	287.99
68	00301266	V68154828 GOMEZ, JUAN	02/10/21	MW 0101-0724-0-5800-5001-3600-000	60.50
68	00301267	V68112996 GOODWILL INDUSTRIES OF ORANGE	02/10/21	MW 0101-3315-0-5110-5730-1130-000	9,300.00
89 EX	00301267	V68112996 GOODWILL INDUSTRIES OF ORANGE	02/10/21	MW 0101-6500-0-5110-5760-1130-000	10,501.25
8 111	00301268	V68159221 HANDLEY, RHETT	02/10/21	MW 0101-6500-0-5800-5760-1190-000	2,627.78
8 811 811	00301269	V68151531 HD SUPPLY CONSTRUCTION AND	02/10/21	MW 0101-0000-0-4405-0000-8210-080	869.06
89 7#2	00301269	V68151531 HD SUPPLY CONSTRUCTION AND	02/10/21	MW 0101-0000-0-4500-0000-8220-000	1,860.49
68	00301269	V68151531 HD SUPPLY CONSTRUCTION AND	02/10/21	MW 0101-8150-0-4500-0000-8110-000	39.32
68	00301270	V68147116 HD SUPPLY FACILITIES MAINTENAN	02/10/21	MW 0101-8150-0-4500-0000-8110-000	167.05
68	00301271	V68160844 HISE, CLAIRE OR JUSTIN	02/10/21	MW 0101-0724-0-5800-5001-3600-000	332.28
68	00301272	V68044032 INTERSTATE BATTERIES OF CALIFO	02/10/21	MW 0101-0724-0-4600-5001-3600-000	1,023.72
68	00301273	V68162724 IVY ACADEMY INC DBA DISCOVERY	02/10/21	MW 0101-6500-0-5803-5760-1180-000	5,850.00
68	00301273	V68162724 IVY ACADEMY INC DBA DISCOVERY	02/10/21	MW 0101-6512-0-5104-5760-1180-000	17,222.00
68	00301273	V68162724 IVY ACADEMY INC DBA DISCOVERY	02/10/21	MW 0101-6512-0-5104-5760-3120-000	10,292.00
68	00301274		02/10/21	MW 0101-6500-0-5815-5760-3150-000	5,780.00
68	00301275	V68157947 JOHNS, JASON OR ANNIE	02/10/21	MW 0101-0724-0-5800-5001-3600-000	480.70
68	00301276	V68046445 JOHNSTONE SUPPLY SANTA ANA	02/10/21	MW 0101-8150-0-4405-0000-8110-000	4,056.09
68	00301276	V68046445 JOHNSTONE SUPPLY SANTA ANA	02/10/21	MW 0101-8150-0-4500-0000-8110-000	4,229.84
68	00301277	V68157566 JONES, SCOTT OR CECILY	02/10/21	MW 0101-0724-0-5800-5001-3600-000	69.16
89 4	00301278	V68158202 KNAUER, JACK OR MONA	02/10/21	MW 0101-0724-0-5800-5001-3600-000	133.38
89 5 ot	00301279	V68152347 KYA SERVICES LLC	02/10/21	MW 0101-6388-0-5600-3800-2700-001	11,226.31
8 6 473	00301280	V68052878 LAWNMOWERS ETC	02/10/21	MW 0101-8150-0-5605-0000-8120-000	360.53
3	User: MXR Report: BK30	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 19	Current Date: 02/22/20 Current Time: 10:09:12	Current Date: 02/22/2021 Jurrent Time: 10:09:12
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ent of t	00301281	V68104580 LAWSON PRODUCTS INC	02/10/21		508.47
2 <sup>89</sup> 54	00301282	V68050760 LENNOX INDUSTRIES INC	02/10/21	MW 0101-8150-0-4500-0000-8110-000	468.82
68	00301283	V68118980 LOCAL JANITORIAL & VACUUM	02/10/21	MW 0101-0000-0-4500-0000-8210-000	131.79
68	00301284	V68104005 MARKERBOARD PEOPLE	02/10/21	MW 0101-6300-0-4300-1110-1000-000	528.00
68	00301285	V68154949 MAZZINI, VICTOR	02/10/21	MW 0101-0724-0-5800-5001-3600-000	167.70
68	00301286	V68142582 MESA GOLF CARTS	02/10/21	MW 0101-8150-0-5605-0000-8110-000	6,029.52
68	00301287	V68061270 MOULTON NIGUEL WATER	02/10/21	MW 0101-0000-0-5500-0000-8200-000	7,374.80
68	00301288	V68159960 NELSON, DANIELLE OR MARCUS	02/10/21	MW 0101-0724-0-5800-5001-3600-000	234.65
68	00301289	V68154641 OCDE	02/10/21	MW 0101-0000-0-9510-0000-0000-000	350.00
68	00301290	V68100369 OCEANVIEW SCHOOL	02/10/21	MW 0101-6500-0-5102-5760-1180-000	7,952.59
68	00301290	V68100369 OCEANVIEW SCHOOL	02/10/21	MW 0101-6500-0-5802-5760-1180-000	43,628.15
68	00301290	V68100369 OCEANVIEW SCHOOL	02/10/21	MW 0101-6500-0-5102-5760-1180-000	5,467.56
68	00301291	V68028870 OFFICE DEPOT	02/10/21	MW 0101-0002-0-4500-0000-2700-004	113.15
89 EX	00301291	V68028870 OFFICE DEPOT	02/10/21	MW 0101-6500-0-4500-5001-2100-000	603.96
8 111	00301292	V68105372 ORANGE COUNTY THERAPY SERVICE	02/10/21	MW 0101-3315-0-5101-5730-3140-000	9,241.20
8 811 8	00301292	V68105372 ORANGE COUNTY THERAPY SERVICE	02/10/21	MW 0101-6500-0-5101-5760-3140-000	17,938.80
89 #2	00301293	V68160824 PALANIVEL, MURUGANAND	02/10/21	MW 0101-0724-0-5800-5001-3600-000	318.24
68	00301294	V68152221 PALFINGER LIFTGATES LLC	02/10/21	MW 0101-8150-0-5605-0000-8230-000	287.50
68	00301295	V68144925 PARADIGM HEALTH CARE SERVICES	02/10/21	MW 0101-5640-0-5800-5001-2100-000	43,255.81
68	00301296	V68021466 PRO-ED INC	02/10/21	MW 0101-6500-0-4500-5001-3150-000	2,126.58
68	00301297	V68106119 PROFESSIONAL TUTORS OF AMERICA	02/10/21	MW 0101-4510-0-5810-1110-1000-000	990.00
68	00301298	V68156639 PROGRESSIVE SURFACE SOLUTIONS	02/10/21	MW 0101-8150-0-5605-0000-8110-002	752.02
68	00301299	V68072652 RAM AIR ENGINEERING INC	02/10/21	MW 0101-8150-0-5605-0000-8110-000	5,981.98
68	00301300	V68145726 ROLING, ROGER AND/OR MIKAIL	02/10/21	MW 0101-0724-0-5800-5001-3600-000	261.82
68	00301301	V68151433 SALGADO, DAVID & ALISON	02/10/21	MW 0101-0724-0-5800-5001-3600-000	148.20
68	00301302	V68140082 SAN DIEGO COUNTY OFFICE OF ED	02/10/21	MW 0101-4127-0-5216-0000-2100-000	3,125.00
68	00301303	V68078255 SAN DIEGO GAS & ELECTRIC	02/10/21	MW 0101-0000-0-5500-0000-8200-000	111,104.84
68	00301304	V68159129 SCHNEIDER, DONNA	02/10/21	MW 0101-0000-0-8699-0000-000-000	579.45
68	00301305	V68063479 SCHOLASTIC	02/10/21	MW 0101-0002-0-4300-1140-1000-029	208.78
89 4	00301306	V68157263 SCOTT, ROSEMARY	02/10/21	MW 0101-5640-0-5800-5001-3150-000	1,536.00
89 6 ot	00301307	V68157507 SCP DISTRIBUTORS LLC DBA LINCO	02/10/21	MW 0101-8150-0-4500-0000-8110-000	163.84
8 6473	00301308	V68153530 SIMPSON IRVINE INC	02/10/21	MW 0101-0724-0-4600-5001-3600-000	1,700.40
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89 ent of t	00301308	V68153530 SIMPSON IRVINE INC	02/10/21	-	2,656.82
2 <sup>89</sup> 54	00301309	V68083350 SMART & FINAL **SCHOOL SITES**	02/10/21	MW 0101-3555-0-4300-3800-1000-001	323.71
68	00301309	V68083350 SMART & FINAL **SCHOOL SITES**	02/10/21	MW 0101-3555-0-4300-3800-1000-004	218.21
68	00301309	V68083350 SMART & FINAL **SCHOOL SITES**	02/10/21	MW 0101-3555-0-4300-3800-1000-018	141.52
68	00301310	V68163739 SMARTEST EDU INC. DBA FORMATIV	02/10/21	MW 0101-3010-0-5800-1110-1000-021	2,639.00
68	00301311	V68084100 SO CA GAS CO	02/10/21	MW 0101-0000-0-5500-000-8200-000	6,780.45
68	00301312	V68084100 SO CA GAS CO	02/10/21	MW 0101-0724-0-4600-5001-3600-000	6,792.52
68	00301313	V68148580 SOLIANT HEALTH INC	02/10/21	MW 0101-6500-0-5101-5760-3120-000	25,449.24
68	00301314	V68122718 SOUTHERN CALIFORNIA EDISON	02/10/21	MW 0101-0000-0-5500-0000-8200-000	39,052.10
68	00301315	V68050288 SPICERS PAPER INC	02/10/21	MW 0101-0000-0-4500-0000-7550-000	735.15
68	00301316	V68157077 STANDRIDGE, KAREN	02/10/21	MW 0101-6500-0-5800-5760-1190-000	3,000.00
68	00301317	V68163985 STRATEGIC KIDS LLC	02/10/21	MW 0101-3215-0-5800-0000-7400-000	284,956.50
68	00301318	V68155409 STREAMLINE SYSTEMS DESIGNS	02/10/21	MW 0101-8150-0-5605-0000-8110-000	76.58
8 EX	00301319	V68154656 STUTTERING THERAPY RESOURCES I	02/10/21	MW 0101-6500-0-4500-5001-3150-000	180.00
8 HI	00301320	V68148019 SUNBELT STAFFING LLC	02/10/21	MW 0101-6500-0-5801-5760-1180-000	1,683.69
8 BIT	00301321	V68115245 SWEETMAN SYSTEMS	02/10/21	MW 0101-6500-0-4400-5760-1190-000	10,606.40
89 7 #2	00301322	V68160874 TALMICH, SHALANE OR GABRIEL	02/10/21	MW 0101-0724-0-5800-5001-3600-000	313.95
68	00301323	V68164241 THREE POINTS CENTER LLC DBA TH	02/10/21	MW 0101-6500-0-5803-5760-1180-000	377.46
68	00301323	V68164241 THREE POINTS CENTER LLC DBA TH	02/10/21	MW 0101-6500-0-5803-5760-1180-000	1,254.04
68	00301323	V68164241 THREE POINTS CENTER LLC DBA TH	02/10/21	MW 0101-6512-0-5104-5760-1180-000	3,214.38
68	00301323	V68164241 THREE POINTS CENTER LLC DBA TH	02/10/21	MW 0101-6512-0-5104-5760-3120-000	2,305.55
68	00301324	V68157572 THREE'S COMPANY SERVICES INC	02/10/21	MW 0101-8150-0-5605-0000-8110-000	2,635.00
68	00301325	V68103847 TIFCO INDUSTRIES INC	02/10/21	MW 0101-8150-0-4500-0000-8110-000	2,965.37
68	00301326	V68078014 TIME FOR KIDS	02/10/21	MW 0101-7510-0-4300-1130-1000-065	623.70
68	00301327	V68152996 TIMOTHY A ADAMS & ASSOC APLC	02/10/21	MW 0101-6500-0-5800-5760-1190-000	678.80
68	00301328	V68163809 TLC CHILD & FAMILY SERVICES/JO	02/10/21	MW 0101-6500-0-5803-5760-1180-000	9,344.54
68	00301328	V68163809 TLC CHILD & FAMILY SERVICES/JO	02/10/21	MW 0101-6512-0-5104-5760-1180-000	21,352.50
68	00301328	V68163809 TLC CHILD & FAMILY SERVICES/JO	02/10/21	MW 0101-6512-0-5104-5760-3120-000	21,352.50
68	00301329	V68151273 TOWNSEND, DERIK OR TAMARA	02/10/21	MW 0101-0724-0-5800-5001-3600-000	298.86
86 4	00301330	V68147300 TUTTLE CLICK FORD LINCOLN	02/10/21	MW 0101-0724-0-5605-5001-3600-000	1,234.84
89 7 of	00301331	V68100636 ULINE INC	02/10/21	MW 0101-0000-0-4500-0000-7550-000	573.97
89 [ 473	00301332	V68147868 US BANK	02/10/21	MW 0101-0000-0-9517-0000-0000-000	9,079.11
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89 ent 2 of 5	00301333	527	CTURES	02/10/21		0101-8150-0-5605-0000-8110-029	3,285.35
2 <sup>89</sup> 54	00301333	V68153527 USA SHADE & FABRIC STRUCTURE	CTURES	02/10/21	MW 0101-8	0101-8150-0-5605-0000-8110-061	4,098.84
68	00301334	V68063271 VERNIER SOFTWARE & TECHNOLO	<b>NOLOGY</b>	02/10/21	MW 0101-63	0101-6388-0-4300-3800-1000-004	3,364.18
68	00301335	V68151316 VERTICAL TRANSPORT INC		02/10/21	MW 0101-8	0101 - 8150 - 0 - 5605 - 0000 - 8110 - 000	8,078.86
68	00301336	V68149218 VEX ROBOTICS INC		02/10/21	MW 0101-00	0101 - 0002 - 0 - 4300 - 1140 - 1000 - 025	128.87
68	00301337	V68153411 VIRGINIA CROWE		02/10/21	MW 0101-6	0101 - 6500 - 0 - 5800 - 5760 - 1190 - 000	125.00
68	00301338	V68103795 VORTEX INDUSTRIES INC		02/10/21	MW 0101-8	0101 - 8150 - 0 - 5605 - 0000 - 8110 - 000	1,980.90
68	00301339	V68036075 W W GRAINGER INC		02/10/21	MW 0101-8	0101 - 8150 - 0 - 4500 - 0000 - 8110 - 000	971.08
68	00301340	V68146077 WEST COAST ARBORISTS INC.	ci.	02/10/21	MW 0101-00	0101 - 0000 - 0 - 5605 - 0000 - 8220 - 000	25,897.00
68	00301341	V68156077 WONDRA, ADAM C		02/10/21	MW 0101-07	0101-0724-0-5800-5001-3600-000	343.20
68	00301369	V68163031 AIDA ALLEN-ROTELL		02/11/21	MW 0101-30	0101 - 3010 - 0 - 5800 - 0000 - 2140 - 000	750.00
68	00301370	V68058875 ATKINSON ANDELSON LOYA		02/11/21	MW 0101-6	0101 - 6500 - 0 - 5820 - 5001 - 2100 - 000	36,760.53
68	00301371	V68161267 CHUN, ROSS AND SUZANNE		02/11/21	MW 0101-65	0101 - 6500 - 0 - 5800 - 5760 - 1190 - 000	4,900.00
8 EX	00301372	V68160375 CLAIRE H. RADICE		02/11/21	MW 0101-65	0101 - 6500 - 0 - 5100 - 5760 - 3140 - 000	12,160.00
8 .HI	00301373	V68159225 DEL SOL SCHOOL INC		02/11/21	MW 0101-65	0101 - 6500 - 0 - 5102 - 5760 - 1180 - 000	4,761.00
BIJ 8	00301374	V68101731 DEVEREUX TEXAS TREATMENT NETWO	ENT NETWO	02/11/21	MW 0101-65	0101 - 6500 - 0 - 5103 - 5760 - 1180 - 000	330.00
89 7#2	00301374	V68101731 DEVEREUX TEXAS TREATMENT NETWO	ENT NETWO	02/11/21	MW 0101-65	0101 - 6500 - 0 - 5803 - 5760 - 1180 - 000	-220.00
68	00301375	V68114771 EBS HEALTHCARE INC DBA EBS EDU	EBS EDU	02/11/21	MW 0101-65	0101 - 6500 - 0 - 5101 - 5760 - 3150 - 000	3,000.00
68	00301376	V68119631 GROVES, LISA A.		02/11/21	MW 0101-33	0101-3386-0-5815-5710-3120-000	125.00
68	00301376	V68119631 GROVES, LISA A.		02/11/21	MW 0101-65	0101-6500-0-5815-5001-3120-000	812.50
68	00301377	V68100292 HEAR NOW		02/11/21	MW 0101-65	0101 - 6500 - 0 - 5801 - 5760 - 3150 - 000	288.00
68	00301378	V68118455 IRMA RAMIREZ GARCIA		02/11/21	MW 0101-65	0101-6512-0-5115-5760-3110-000	1,969.10
68	00301379	V68147325 JOHNSON, EDWIN AND MELISSA	SSA	02/11/21	MW 0101-65	0101 - 6500 - 0 - 5802 - 5760 - 1180 - 000	990.92
68	00301380	V68147372 LEISURE CARE REFERRAL AGENCY	<b>JENCY I</b>	02/11/21	MW 0101-00	0101 - 0000 - 0 - 5800 - 0000 - 3140 - 000	2,850.00
68	00301381			02/11/21	MW 0101-65	0101-6500-0-5800-5760-1190-000	2,500.00
68	00301382	V68104419 MHS INC		02/11/21	MW 0101-00	0101 - 0000 - 0 - 9510 - 0000 - 0000 - 000	9,087.33
68	00301382	V68104419 MHS INC		02/11/21	MW 0101-00	0101 - 0000 - 0 - 4500 - 0000 - 3120 - 000	-16.75
68	00301382	V68104419 MHS INC		02/11/21	MW 0101-65	0101 - 6500 - 0 - 4500 - 5001 - 3120 - 000	-25.13
68	00301383	V68164264 MYERS & SONS HI-WAY SAFETY IN	ETY INC	02/11/21	MW 0101-8	0101 - 8150 - 0 - 4500 - 0000 - 8110 - 000	1,076.42
89 4	00301384	V68149897 O REILLY AUTO PARTS		02/11/21	MW 0101-72	0101-7220-0-4300-1140-1000-003	91.57
80 8 of	00301384	V68149897 O REILLY AUTO PARTS		02/11/21	_	0101-8150-0-4500-0000-8230-000	154.23
8 8 8 47	00301385	V68116688 P & R PAPER SUPPLY COMPANY INC	NY INC	02/11/21	MW 0101-7 <sup>2</sup>	0101 - 7420 - 0 - 4300 - 1110 - 1000 - 000	208.40
3	User: MXR Report: BK30	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account		Page 22		Current Date: 02/22/202 Current Time: 10:09:12	: 02/22/2021 : 10:09:12

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ent of 5	00301386	V68153487 PACIFIC COAST ENTERTAINMENT	02/11/21	MW 0101-3555-0-4400-3800-1000-004	5,372.81
2 <sup>89</sup> 54	00301387	V68163795 PIONEER HEALTHCARE SERVICES LL	02/11/21	MW 0101-6500-0-5101-5760-3150-000	6,680.00
68	00301388	V68150715 PORTVIEW PREPARATORY INC	02/11/21	MW 0101-6500-0-5102-5760-1180-000	67,585.00
68	00301388	V68150715 PORTVIEW PREPARATORY INC	02/11/21	MW 0101-6500-0-5802-5760-1180-000	7,290.00
68	00301388	V68150715 PORTVIEW PREPARATORY INC	02/11/21	MW 0101-6500-0-5802-5760-1180-000	14,649.60
68	00301389	V68149719 Q FENCE AND FABRICATION INC	02/11/21	MW 0101-8150-0-5605-0000-8110-000	425.00
68	00301390	V68146103 R&S SOIL PRODUCTS INC	02/11/21	MW 0101-0000-0-4500-0000-8220-000	1,028.38
68	00301391	V68145500 RUSSELL SIGLER INC	02/11/21	MW 0101-3220-0-4405-0000-8110-000	3,260.81
68	00301391	V68145500 RUSSELL SIGLER INC	02/11/21	MW 0101-8150-0-4405-0000-8110-000	94.22
68	00301391	V68145500 RUSSELL SIGLER INC	02/11/21	MW 0101-8150-0-5605-0000-8110-000	9,338.14
68	00301391	V68145500 RUSSELL SIGLER INC	02/11/21	MW 0101-8150-0-4405-0000-8110-003	10,203.93
68	00301391	V68145500 RUSSELL SIGLER INC	02/11/21	MW 0101-8150-0-4405-0000-8110-049	2,120.00
68	00301392	V68063479 SCHOLASTIC	02/11/21	MW 0101-3010-0-4300-1110-1000-021	469.76
8 EX	00301393	V68079860 SCHOOL SERVICES OF CALIFORNIA	02/11/21	MW 0101-0000-0-5216-0000-7300-000	960.00
8 HI	00301393	V68079860 SCHOOL SERVICES OF CALIFORNIA	02/11/21	MW 0101-0000-0-5216-0000-7530-000	240.00
BIJ 8	00301394	V68081940 SHAMROCK SUPPLY CO INC	02/11/21	MW 0101-0000-0-9321-0000-0000-000	140.19
89 #2	00301395	V68153530 SIMPSON IR VINE INC	02/11/21	MW 0101-8150-0-4500-0000-8230-000	308.61
68	00301396	V68152674 SITEONE LANDSCAPE SUPPLY LLC	02/11/21	MW 0101-0000-0-4500-0000-8220-000	263.99
68	00301397	V68112866 SMARDAN SUPPLY COMPANY	02/11/21	MW 0101-8150-0-4500-0000-8110-000	90.64
68	00301398	V68083350 SMART & FINAL **SCHOOL SITES**	02/11/21	MW 0101-3010-0-4500-0000-2495-054	56.75
68	00301398	V68083350 SMART & FINAL **SCHOOL SITES**	02/11/21	MW 0101-3555-0-4300-3800-1000-003	135.95
68	00301398	V68083350 SMART & FINAL **SCHOOL SITES**	02/11/21	MW 0101-6520-0-4300-5760-1190-000	61.92
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0000-0-9321-0000-0000-000	5,011.13
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0000-0-4500-0000-7180-000	42.55
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0000-0-4500-0000-7400-000	336.73
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0000-0-4500-0000-7700-000	652.19
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4500-0000-2700-003	59.03
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4500-0000-2700-006	24.06
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4500-0000-2700-023	26.13
89 4	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4500-0000-2700-024	62.14
89 9 of	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4500-0000-2700-031	105.12
8 8 8 8 7 8	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4500-0000-2700-058	3.19
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2 <sup>89</sup> 54	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4500-0000-2700-075	50.73
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4500-0000-2700-078	83.24
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-050	47.27
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-052	245.29
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-054	126.67
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-059	207.72
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-063	608.75
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-065	58.53
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-067	742.61
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-068	5.28
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-069	28.46
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-071	166.32
8 EX	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-074	331.23
8 (HI	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-075	50.73
BI1 8	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-076	134.56
89 7#2	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-077	155.08
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-078	124.87
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-079	68.14
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-080	121.95
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4500-1130-1000-082	26.29
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-083	41.73
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-084	9.83
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-085	57.53
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-087	680.62
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1130-1000-089	513.97
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1140-1000-002	809.29
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1140-1000-005	300.97
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1140-1000-006	24.05
89 5	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1140-1000-024	62.14
80 0 ot	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1140-1000-025	64.52
8 8 8 8 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 0101-0002-0-4300-1140-1000-026	7.47
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68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-0002-0-4300-1140-1000-029	194.55
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-0002-0-4300-1140-1000-030	134.54
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-0002-0-4300-1140-1000-031	179.35
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-0002-0-4300-3200-1000-018	56.39
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-0002-0-4500-3300-2700-019	36.41
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-0002-0-4300-1110-1000-072	37.53
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-0002-0-4300-5760-1110-049	159.88
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-0400-0-4300-1130-1000-055	111.14
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-3010-0-4300-1110-1000-053	243.02
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-3010-0-4300-1110-1000-061	24.19
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-3010-0-4300-1110-2495-082	334.23
89 E X	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-3010-0-4300-1130-1000-072	18.55
8 111	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-3010-0-4300-1110-1000-073	204.53
89 11 TI TI TI	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-3215-0-4300-1110-1000-000	-16.16
£ 08	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-3215-0-4500-0000-2100-000	10,370.94
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-3410-0-4500-5760-2100-000	307.97
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-0730-0-4500-1110-3600-000	19.11
68	00301400	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21 N	MW 0101-0724-0-4500-5001-3600-000	44.60
68	00301401	V68007162 STAPLES BUSINESS ADVANTAGE	02/11/21 N	MW 0101-0000-0-4500-0000-7550-000	31.73
68	00301402	V68161837 SUPPLY SOLUTIONS	02/11/21 N	MW 0101-3215-0-4300-1110-1000-000	2,586.00
68	00301403	V68089320 TARGET SPECIALTY PRODUCTS	02/11/21 N	MW 0101-0000-0-4500-0000-8220-000	2,262.18
68	00301404	V68152808 THE PEP BOYS-MANNY MOE JACK OF	02/11/21 N	MW 0101-0730-0-4600-1110-3600-000	58.19
68	00301405	V68159532 THERAPY TRAVELERS LLC	02/11/21 N	MW 0101-6500-0-5800-5001-2100-000	3,136.00
68	00301405	V68159532 THERAPY TRAVELERS LLC	02/11/21 N	MW 0101-6500-0-5101-5001-3110-000	6,509.60
68	00301405	V68159532 THERAPY TRAVELERS LLC	02/11/21 N	MW 0101-6500-0-5101-5001-3120-000	48,877.50
68	00301405	V68159532 THERAPY TRAVELERS LLC	02/11/21 N	MW 0101-6500-0-5101-5001-3150-000	18,721.65
68	00301406	V68147300 TUTTLE CLICK FORD LINCOLN	02/11/21 N	MW 0101-0724-0-5605-5001-3600-000	1,212.41
89 5	00301407	V68092820 UNITED PARCEL SERV	02/11/21 N	MW 0101-0000-0-5900-0000-7540-000	8,000.00
89 1 of	00301408	V68007452 US AIR CONDITIONING DIST.	02/11/21 N	MW 0101-8150-0-4500-0000-8110-000	438.65
89 [47]	00301409	V68103795 VORTEX INDUSTRIES INC	02/11/21 N	MW 0101-8150-0-5605-0000-8110-000	4,144.44
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8 Ment	00301410	273	02/11/21		8,552.78
289	00301411	V68162381 WONG, ANDREW/LINDA	02/11/21	MW 0101-0000-0-8699-0000-000-000	338.14
68	00301414	V68120139 ALC SCHOOLS LLC	02/12/21	MW 0101-0724-0-5800-5001-3600-000	28,470.00
68	00301415	V68145221 CALIFORNIA WEEKLY EXPLORER INC	02/12/21	MW 0101-0400-0-5800-1130-1000-079	749.99
68	00301420	V68058875 ATKINSON ANDELSON LOYA	02/16/21	MW 0101-0000-0-5820-0000-2100-000	9,214.29
68	00301420	V68058875 ATKINSON ANDELSON LOYA	02/16/21	MW 0101-0000-0-5820-0000-7400-000	12,955.95
68	00301420	V68058875 ATKINSON ANDELSON LOYA	02/16/21	MW 0101-0000-0-5820-0000-7520-000	12,055.57
68	00301421	V68148170 CALIFORNIA YOUTH SERVICES	02/16/21	MW 0101-3010-0-5810-3200-2700-018	100.00
68	00301422	V68143176 CAMCOR INC	02/16/21	MW 0101-0400-0-4300-1130-1000-052	49.59
68	00301423	V68114965 CARD INTEGRATORS CORP	02/16/21	MW 0101-0730-0-4600-1110-3600-000	1,611.72
68	00301423	V68114965 CARD INTEGRATORS CORP	02/16/21	MW 0101-0724-0-4600-5001-3600-000	690.74
68	00301424	V68016950 CAROLINA BIOLOGICAL SUPPLY CO.	02/16/21	MW 0101-3555-0-4300-3800-1000-028	942.14
68	00301425	V68016950 CAROLINA BIOLOGICAL SUPPLY CO.	02/16/21	MW 0101-6388-0-4300-3800-1000-006	1,005.58
89	00301426	V68106764 CDWG Inc	02/16/21	MW 0101-3555-0-4400-3800-1000-001	21,089.71
8 111	00301426	V68106764 CDWG Inc	02/16/21	MW 0101-6500-0-4300-5760-1190-000	24.31
68	00301427	V68147693 COMPLETE OFFICE OF CA	02/16/21	MW 0101-0000-0-4500-0000-7300-000	387.39
68	00301427	V68147693 COMPLETE OFFICE OF CA	02/16/21	MW 0101-8150-0-4500-0000-8110-000	39.73
68	00301428	V68164623 CROSS, JESSE J.	02/16/21	MW 0101-0000-0-8699-0000-0000-000	941.46
68	00301429	V68046440 DON JOHNSTON INC	02/16/21	MW 0101-6500-0-5800-5760-1190-000	2,430.00
68	00301430	V68150929 ESPECIAL NEEDS LLC	02/16/21	MW 0101-6500-0-4500-5760-3140-000	1,103.31
68	00301431	V68154526 IMAGE APPAREL FOR BUSINESS INC	02/16/21	MW 0101-0730-0-4500-1110-3600-000	260.45
68	00301431	V68154526 IMAGE APPAREL FOR BUSINESS INC	02/16/21	MW 0101-0724-0-4500-5001-3600-000	173.64
68	00301432	V68158266 LITERACY RESOURCES LLC	02/16/21	MW 0101-3010-0-4200-1110-1000-079	453.52
68	00301432	V68158266 LITERACY RESOURCES LLC	02/16/21	MW 0101-7510-0-4300-1130-1000-063	496.74
68	00301434	V68056440 MARDAN SCHOOL	02/16/21	MW 0101-6500-0-5102-5760-1180-000	232.11
68	00301434	V68056440 MARDAN SCHOOL	02/16/21	MW 0101-6500-0-5802-5760-1180-000	62,106.08
68	00301435	V68164252 MOORE, ALICIA AND MICHAEL	02/16/21	MW 0101-6500-0-5800-5760-1190-000	810.00
68	00301436	V68158166 ODEN, CAMDEN AND CORY	02/16/21	MW 0101-6500-0-5800-5760-1190-000	1,000.00
68	00301437	V68152554 ORBACH HUFF SUAREZ & HENDERSON	02/16/21	MW 0101-0000-0-5820-0000-2100-000	2,420.00
68	00301437	V68152554 ORBACH HUFF SUAREZ & HENDERSON	02/16/21	MW 0101-0000-0-5820-0000-7520-000	6,260.00
68	00301438	V68079860 SCHOOL SERVICES OF CALIFORNIA	02/16/21	MW 0101-0000-0-5216-0000-2100-000	240.00
86 f 473	00301438	V68079860 SCHOOL SERVICES OF CALIFORNIA	02/16/21	MW 0101-0000-0-5216-0000-7120-000	1,200.00
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89 ent	00301438	V68079860 SCHOOL SERVICES OF CALIFORNIA	02/16/21		240.00
2 <sup>89</sup>	00301438	V68079860 SCHOOL SERVICES OF CALIFORNIA	02/16/21	MW 0101-0000-0-5216-0000-7520-000	240.00
68	00301438	V68079860 SCHOOL SERVICES OF CALIFORNIA	02/16/21	MW 0101-6500-0-5216-5001-2100-000	240.00
68	00301439	V68118382 US BANK	02/16/21	MW 0101-0000-0-4500-0000-7110-000	150.10
68	00301439	V68118382 US BANK	02/16/21	MW 0101-0002-0-4300-000-2700-003	90.36
68	00301439	V68118382 US BANK	02/16/21	MW 0101-0002-0-4500-000-2700-056	71.56
68	00301439	V68118382 US BANK	02/16/21	MW 0101-0002-0-4500-1130-1000-054	44.84
68	00301439	V68118382 US BANK	02/16/21	MW 0101-0002-0-4300-1130-1000-060	23.44
68	00301439	V68118382 US BANK	02/16/21	MW 0101-0002-0-4300-1130-1000-071	33.24
68	00301439	V68118382 US BANK	02/16/21	MW 0101-0002-0-4300-1140-1000-021	252.95
68	00301439	V68118382 US BANK	02/16/21	MW 0101-0002-0-4300-5760-3140-003	27.99
68	00301439	V68118382 US BANK	02/16/21	MW 0101-0400-0-4500-0000-2700-055	150.84
68	00301439	V68118382 US BANK	02/16/21	MW 0101-3010-0-4300-1110-1000-054	408.55
% EX	00301439	V68118382 US BANK	02/16/21	MW 0101-3010-0-4200-1110-1000-059	835.00
8 (HI	00301439	V68118382 US BANK	02/16/21	MW 0101-3010-0-4300-1110-1000-059	378.24
8 BIT	00301439	V68118382 US BANK	02/16/21	MW 0101-4127-0-4500-0000-2100-000	199.05
89 7#2	00301439	V68118382 US BANK	02/16/21	MW 0101-5640-0-4500-5760-3140-000	142.17
68	00301439	V68118382 US BANK	02/16/21	MW 0101-6300-0-4300-1110-1000-000	626.48
68	00301439	V68118382 US BANK	02/16/21	MW 0101-6300-0-4300-1140-1000-000	469.07
68	00301439	V68118382 US BANK	02/16/21	MW 0101-6500-0-4300-5760-1190-000	551.54
68	00301439	V68118382 US BANK	02/16/21	MW 0101-6500-0-4300-5760-1110-012	565.96
68	00301439	V68118382 US BANK	02/16/21	MW 0101-6500-0-4300-5760-3140-000	189.64
68	00301454	V68158515 AHMADI, SAHAR	02/17/21	MW 0101-0000-0-8699-0000-0000-000	88.00
68	00301455	V68140622 ALPINE ACADEMY	02/17/21	MW 0101-6500-0-5803-5760-1180-000	3,078.00
68	00301455	V68140622 ALPINE ACADEMY	02/17/21	MW 0101-6512-0-5104-5760-1180-000	5,998.50
68	00301455	V68140622 ALPINE ACADEMY	02/17/21	MW 0101-6512-0-5104-5760-3120-000	4,185.00
68	00301456	V68159565 ASSAF, ALEJANDRO OR MARISOL	02/17/21	MW 0101-0000-0-8699-0000-0000-000	13.00
68	00301457	V68058875 ATKINSON ANDELSON LOYA	02/17/21	MW 0101-0000-0-5800-0000-7400-000	1,500.00
68	00301458	V68157889 BARBARO, RICHARD	02/17/21	MW 0101-0724-0-5800-5001-3600-000	453.44
89 5	00301459	V68160420 BARRIENTOS, BALEM	02/17/21	MW 0101-0000-0-8699-0000-0000-000	35.96
89 3 ot	00301460	V68155379 BARTOSH, LAUREL OR JAMES	02/17/21	MW 0101-0724-0-5800-5001-3600-000	79.56
89 f 473	00301461	V68155377 BEBEREIA, DANIEL OR ERIN	02/17/21	MW 0101-0724-0-5800-5001-3600-000	796.60
3	User: MXR Report: BK3(	User: MXROSA - Mercedes Rosales • port: BK3006: Consolidated Check Register w. Account	Page 27	Current Da Current Tin	Current Date: 02/22/2021 Current Time: 10:09:12

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89 ent	00301462	V68158873 CALDERON, LUIS	02/17/21		84.24
2 <sup>89</sup> 54	00301463	V68164350 CLURE, NATALIE OR GARRETT	02/17/21	MW 0101-0724-0-5800-5001-3600-000	345.80
68	00301464	V68160442 COSTELLO, KIM OR BRIAN	02/17/21	MW 0101-0724-0-5800-5001-3600-000	1,846.88
68	00301465	V68159763 DOMINQUEZ, RAMON OR MARIA CENO	02/17/21	MW 0101-0000-0-8699-0000-0000-000	14.00
68	00301466	V68114771 EBS HEALTHCARE INC DBA EBS EDU	02/17/21	MW 0101-6500-0-5101-5760-3150-000	3,000.00
68	00301467	V68155142 ECE4AUTISM	02/17/21	MW 0101-6500-0-5102-5760-1180-000	6,610.00
68	00301468	V68153366 EILER, CHRISTINE	02/17/21	MW 0101-0000-0-8699-0000-000-000	82.36
68	00301469	V68159831 FAULKNER, SHIRLEY	02/17/21	MW 0101-0000-0-8699-0000-000-000	17.40
68	00301470	V68159307 FAZELI, FARIBORZ OR SURUR	02/17/21	MW 0101-0724-0-5800-5001-3600-000	414.96
68	00301471	V68142827 FERREN, MATHEW & KATIE	02/17/21	MW 0101-0724-0-5800-5001-3600-000	172.90
68	00301472	V68160389 FRAZILUS, CRESHIA	02/17/21	MW 0101-0000-0-8699-0000-0000-000	84.00
68	00301473	V68158506 GOSSAGE, SAMANTHA	02/17/21	MW 0101-0000-0-8699-0000-000-000	23.20
68	00301474	V68161118 GRIMES, ANA OR STEPHEN	02/17/21	MW 0101-0724-0-5800-5001-3600-000	169.00
8 EX	00301475	V68158823 GUZMAN RODRIGUEZ, HIRAM	02/17/21	MW 0101-0724-0-5800-5001-3600-000	99.84
8 .HI	00301476	V68159636 HOLLAND, SEAN OR TRICIA	02/17/21	MW 0101-0000-0-8699-0000-000-000	12.00
BIJ 8	00301477	V68144432 HYLTON, CHRIS AND/OR HERMINIA	02/17/21	MW 0101-0724-0-5800-5001-3600-000	207.48
89 7 #2	00301478	V68160403 JACOBY, CHRISTOPHER OR KIMBERL	02/17/21	MW 0101-0000-0-8699-0000-0000-000	152.00
68	00301479	V68118865 JONES, DANNY OR NANCY	02/17/21	MW 0101-0724-0-5800-5001-3600-000	656.37
68	00301480	V68158520 LOGSDON, HEATHER	02/17/21	MW 0101-0000-0-8699-0000-000-000	16.00
68	00301481	V68145493 LOUIE, DARRYL OR CATHERINE	02/17/21	MW 0101-0724-0-5800-5001-3600-000	225.94
68	00301482	V68160393 MARIONEAUX, ERICA	02/17/21	MW 0101-0000-0-8699-0000-0000-000	81.00
68	00301483	V68157114 MENDEZ, LYNE	02/17/21	MW 0101-0000-0-8699-0000-000-000	15.00
68	00301484	V68149740 MOHEB, MEHRDAD	02/17/21	MW 0101-0724-0-5800-5001-3600-000	197.60
68	00301485	V68159768 NOLL, JED OR CANDACE	02/17/21	MW 0101-0000-0-8699-0000-000-000	16.00
68	00301486	V68154232 OCDE	02/17/21	MW 0101-4203-0-5216-4760-3900-000	300.00
68	00301487	V68113238 PLACE, SUSAN	02/17/21	MW 0101-0000-0-8699-0000-000-000	16.35
68	00301488	V68160866 REDICK, ANDREW OR MARY	02/17/21	MW 0101-0724-0-5800-5001-3600-000	424.84
68	00301489	V68155209 REILLE, WENDI	02/17/21	MW 0101-0724-0-5800-5001-3600-000	469.30
68	00301490	V68156527 SNYDER, DAVID OR CLAUDIA	02/17/21	MW 0101-0724-0-5800-5001-3600-000	167.96
89 5	00301491	V68108107 SOLUTION TREE INC	02/17/21	MW 0101-7510-0-5215-1130-1000-074	3,774.00
89 4 ot	00301491	V68108107 SOLUTION TREE INC	02/17/21	MW 0101-7510-0-5216-0000-2100-074	1,258.00
86 f 47:	00301492	V68147835 SPECTRUM CENTER ROSSIER PARK	02/17/21	MW 0101-6500-0-5802-5760-1180-000	8,030.91
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ent of	00301493	071	02/17/21	-	16,220.50
2 <sup>89</sup> 54	00301494	V68160391 SWELLAND, ELIZABETH	02/17/21	MW 0101-0000-0-8699-0000-0000-000	6.00
68	00301495	V68164043 WEBB, CHRISTOPHER OR MEGHAN	02/17/21	MW 0101-0724-0-5800-5001-3600-000	547.56
68	00301496	V68102997 WIEDEMAN, LORI	02/17/21	MW 0101-0000-0-8699-0000-0000-000	118.32
68	00301497	V68159275 YANCEY, KENDRA	02/17/21	MW 0101-0000-0-8699-0000-0000-000	5.45
68	00301498	V68164122 YOVICHIN, DAVID OR SANDY	02/17/21	MW 0101-0724-0-5800-5001-3600-000	241.80
68	00301501	V68148751 ALZAMORA, MARTIN OR LUCERO	02/18/21	MW 0101-0724-0-5800-5001-3600-000	291.46
68	00301502	V68157339 ARCE, RAMIRO	02/18/21	MW 0101-8150-0-5213-0000-8110-000	70.56
68	00301503	V68106070 AT&T	02/18/21	MW 0101-8150-0-5800-0000-8110-000	120.34
68	00301504	V68161421 ATKINSON, GABE SMITH AND CAROL	02/18/21	MW 0101-0724-0-5800-5001-3600-000	494.00
68	00301505	V68161620 AUTISM SPECTRUM THERAPIES LLC	02/18/21	MW 0101-6500-0-5801-5760-1180-000	2,498.65
68	00301506	V68108776 BOGNAR, CATHERINE M.	02/18/21	MW 0101-0000-0-5213-0000-3120-000	7.31
68	00301506	V68108776 BOGNAR, CATHERINE M.	02/18/21	MW 0101-6500-0-5213-5001-3120-000	10.97
% EX	00301507	V68144444 BOWDEN, JOANNA	02/18/21	MW 0101-0000-0-5213-0000-3120-000	6.27
8 (HI	00301507	V68144444 BOWDEN, JOANNA	02/18/21	MW 0101-3386-0-5213-5710-3120-000	1.57
BIJ 8	00301507	V68144444 BOWDEN, JOANNA	02/18/21	MW 0101-6500-0-5213-5001-3120-000	7.84
89 7 #2	00301508	V68103444 BROOKMAN, JOSEPH	02/18/21	MW 0101-0986-0-5212-0000-6000-000	35.84
68	00301508	V68103444 BROOKMAN, JOSEPH	02/18/21	MW 0101-6500-0-5212-5760-1190-000	148.96
68	00301509	V68157721 CANON FINANCIAL SERVICES INC.	02/18/21	MW 0101-0000-0-5600-1110-1000-099	55,888.16
68	00301510	V68164283 CELIS, LUISA	02/18/21	MW 0101-0724-0-5800-5001-3600-000	88.92
68	00301511	V68018870 CITY OF SAN CLEMENTE	02/18/21	MW 0101-0000-0-5500-0000-8200-000	1,093.08
68	00301512	V68018872 CITY OF SAN JUAN CAPISTRANO	02/18/21	MW 0101-0000-0-5500-0000-8200-000	3,750.28
68	00301513	V68159503 CORNERSTONE COMMUNICATIONS INC	02/18/21	MW 0101-0000-0-5800-0000-7180-000	8,000.00
68	00301514	V68154768 DIAMOND RANCH ACADEMY INC	02/18/21	MW 0101-6500-0-5803-5760-1180-000	2,264.80
68	00301514	V68154768 DIAMOND RANCH ACADEMY INC	02/18/21	MW 0101-6512-0-5104-5760-1180-000	5,574.42
68	00301514	V68154768 DIAMOND RANCH ACADEMY INC	02/18/21	MW 0101-6512-0-5104-5760-3120-000	4,419.36
68	00301515	V68152616 DIXON, KAREN	02/18/21	MW 0101-0724-0-5800-5001-3600-000	12.58
68	00301516	V68148516 ENGELSON, EMILY	02/18/21	MW 0101-3315-0-5212-5730-1110-000	3.36
68	00301516	V68148516 ENGELSON, EMILY	02/18/21	MW 0101-6500-0-5212-5760-1110-000	3.36
89 5	00301517	V68160067 ETNIRE, STACEY	02/18/21	MW 0101-6500-0-5212-5760-1110-000	82.88
89 5 ot	00301518	V68160005 FLORES, DAVID	02/18/21	MW 0101-6500-0-5212-5760-1190-000	117.60
86 f 47:	00301519	V68140393 FLYNN, MARGARET	02/18/21	MW 0101-3315-0-5212-5730-1110-000	32.76
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89 ent	00301519	393	02/18/21		32.76
289	00301520	V68118405 GOLDBECK, MELISSA	02/18/21	MW 0101-0000-0-5213-0000-3140-000	102.48
68	00301521	V68147738 GOVERNMENT FINANCIAL STRATEGIE	02/18/21	MW 0101-0000-0-5800-0000-7300-000	1,713.38
68	00301521	V68147738 GOVERNMENT FINANCIAL STRATEGIE	02/18/21	MW 0101-0900-0-5800-0000-6003-000	882.65
68	00301522	V68161716 GUSTAFSON, KAYLIE	02/18/21	MW 0101-6500-0-5213-5001-3150-000	90.57
68	00301522	V68161716 GUSTAFSON, KAYLIE	02/18/21	MW 0101-6500-0-5212-5760-1190-000	135.86
68	00301523	V68151579 HAMMOND, DARCY	02/18/21	MW 0101-3315-0-5212-5730-1110-000	28.56
68	00301523	V68151579 HAMMOND, DARCY	02/18/21	MW 0101-6500-0-5212-5760-1110-000	28.56
68	00301524	V68100292 HEAR NOW	02/18/21	MW 0101-6500-0-5801-5760-3150-000	288.00
68	00301525	V68164178 HENRIQUEZ, BRIAN	02/18/21	MW 0101-0724-0-5800-5001-3600-000	1,112.15
68	00301526	V68152617 JARVIS, ANDREW OR ROSEMARIE	02/18/21	MW 0101-0724-0-5800-5001-3600-000	97.24
68	00301527	V68100891 KERINS, TRACY	02/18/21	MW 0101-6500-0-5213-5001-3150-000	8.96
68	00301528	V68151318 KONOGERIS, KATHI	02/18/21	MW 0101-6500-0-5213-5001-3150-000	25.76
68	00301528	V68151318 KONOGERIS, KATHI	02/18/21	MW 0101-6500-0-5212-5760-1190-000	38.64
8 (HI	00301529	V68146751 LACHEMANN, DINA	02/18/21	MW 0101-6500-0-5212-5760-1190-000	53.76
68	00301530	V68152415 LAPPIN, RICHARD	02/18/21	MW 0101-6512-0-5115-5760-3110-000	170.00
68	00301531	V68161638 MAIER, BEN AND NICOLE	02/18/21	MW 0101-6500-0-5800-5770-1190-000	1,050.00
68	00301532	V68152780 MALONE, ERICA	02/18/21	MW 0101-0000-0-5213-0000-3140-000	24.64
68	00301533	V68102834 MARLIN COMPANY, THE	02/18/21	MW 0101-0730-0-4500-1110-3600-000	900.00
68	00301533	V68102834 MARLIN COMPANY, THE	02/18/21	MW 0101-0724-0-5800-5001-3600-000	900.006
68	00301534	V68118632 MATIENZO, NINA RIE	02/18/21	MW 0101-0000-0-5213-0000-3140-000	64.96
68	00301535	V68154949 MAZZINI, VICTOR	02/18/21	MW 0101-0724-0-5800-5001-3600-000	17.55
68	00301536	V68164123 MCHUGH, CATHERINE	02/18/21	MW 0101-6500-0-5212-5760-1190-000	26.88
68	00301537	V68142582 MESA GOLF CARTS	02/18/21	MW 0101-8150-0-5605-0000-8110-000	505.93
68	00301538	V68159116 MILLER, RYAN OR ANEES	02/18/21	MW 0101-0724-0-5800-5001-3600-000	414.96
68	00301539	V68161808 MORA, KAREN	02/18/21	MW 0101-0000-0-5213-0000-3140-000	71.59
68	00301540	V68159589 MURILLO, ADOLFO	02/18/21	MW 0101-8150-0-5213-0000-8110-000	43.68
68	00301541	V68062160 NASCO	02/18/21	MW 0101-6388-0-4300-3800-1000-004	1,740.16
68	00301542	V68156464 NDS	02/18/21	MW 0101-0000-0-5900-0000-7540-000	395.03
68	00301543	V68158242 NSWC MECHANICAL SERVICE LLC	02/18/21	MW 0101-8150-0-5605-0000-8110-000	2,743.00
68	00301544	V68149897 O REILLY AUTO PARTS	02/18/21	MW 0101-3555-0-4300-3800-1000-004	352.41
89 f 473	00301544	V68149897 O REILLY AUTO PARTS	02/18/21	MW 0101-8150-0-4500-0000-8230-000	28.91
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ent of t	00301545	870	02/18/21	MW 0101-0000-0-4500-0000-3900-000	172.80
2 <sup>89</sup> 54	00301545	V68028870 OFFICE DEPOT	02/18/21	MW 0101-0002-0-4500-0000-2700-004	253.02
68	00301545	V68028870 OFFICE DEPOT	02/18/21	MW 0101-0002-0-4300-1140-1000-001	513.81
68	00301546	V68066570 ORANGE COUNTY DEPT OF EDUC	02/18/21	MW 0101-0000-0-5500-0000-8200-000	3,533.34
68	00301547	V68066625 ORANGE COUNTY TANK TESTING INC	02/18/21	MW 0101-8150-0-5800-0000-8230-000	5,995.00
68	00301548	V68117359 PANNING LABATE, TINA	02/18/21	MW 0101-3315-0-5212-5730-1110-000	3.36
68	00301548	V68117359 PANNING LABATE, TINA	02/18/21	MW 0101-6500-0-5212-5760-1110-000	3.36
68	00301549	V68163313 PEDIATRIC THERAPY SERVICES LLC	02/18/21	MW 0101-6500-0-5101-5760-1190-000	5,460.00
68	00301550	V68160811 PERLOW, AMY	02/18/21	MW 0101-0010-0-5213-1180-2420-000	53.76
68	00301551	V68152157 PRIME GLASS	02/18/21	MW 0101-0730-0-5605-1110-3600-000	628.85
68	00301552	V68021466 PRO-ED INC	02/18/21	MW 0101-0000-0-4500-0000-3120-000	233.20
68	00301552	V68021466 PRO-ED INC	02/18/21	MW 0101-6500-0-4500-5001-3120-000	349.80
68	00301553	V68071950 QUALITY TOWING	02/18/21	MW 0101-0724-0-5800-5001-3600-000	163.00
% EX	00301554	V68146103 R&S SOIL PRODUCTS INC	02/18/21	MW 0101-0000-0-4500-0000-8220-000	137.92
8 (HI	00301555	V68123530 ROTH OR KERI HOLMAN, JAY	02/18/21	MW 0101-0724-0-5800-5001-3600-000	254.61
8 BIT	00301556	V68119996 ROYAL PLYWOOD COMPANY LLC	02/18/21	MW 0101-8150-0-4500-0000-8110-000	5,186.00
89 7#2	00301557	V68145500 RUSSELL SIGLER INC	02/18/21	MW 0101-8150-0-4500-0000-8110-000	1,352.02
68	00301557	V68145500 RUSSELL SIGLER INC	02/18/21	MW 0101-8150-0-4405-0000-8110-030	5,758.16
68	00301558	V68078255 SAN DIEGO GAS & ELECTRIC	02/18/21	MW 0101-0000-0-5500-0000-8200-000	130,716.62
68	00301559	V68079190 SANTA MARGARITA WATER	02/18/21	MW 0101-0000-0-5500-0000-8200-000	1,106.50
68	00301560	V68079550 SCHOOL HEALTH CORPORATION	02/18/21	MW 0101-6500-0-4300-5760-1190-000	217.22
68	00301561	V68164644 SCHULMAN, TAMMIE	02/18/21	MW 0101-0000-0-5212-1140-1000-025	9.41
68	00301561	V68164644 SCHULMAN, TAMMIE	02/18/21	MW 0101-0000-0-5212-3300-1000-014	6.27
68	00301562	V68146945 SIELING, TARA	02/18/21	MW 0101-3315-0-5213-5730-3120-000	24.92
68	00301562	V68146945 SIELING, TARA	02/18/21	MW 0101-6510-0-5213-5710-3120-000	24.92
68	00301563	V68153530 SIMPSON IRVINE INC	02/18/21	MW 0101-8150-0-4500-0000-8230-000	446.26
68	00301564	V68162415 SINHA, RAJNISH P	02/18/21	MW 0101-0730-0-8675-0000-0000-000	287.50
68	00301565	V68112866 SMARDAN SUPPLY COMPANY	02/18/21	MW 0101-8150-0-4500-0000-8110-000	488.68
68	00301566	V68083350 SMART & FINAL **SCHOOL SITES**	02/18/21	MW 0101-3555-0-4300-3800-1000-029	520.44
89 5	00301567	V68084100 SO CA GAS CO	02/18/21	MW 0101-0000-0-5500-0000-8200-000	711.13
89 7 of	00301568	V68100812 SOLTIS, PAMELA	02/18/21	MW 0101-3315-0-5212-5730-1110-000	34.44
89 f 47:	00301568	V68100812 SOLTIS, PAMELA	02/18/21	MW 0101-6500-0-5212-5760-1110-000	34.44
3	User: MXR Report: BK30	<b>User:</b> MXROSA - Mercedes Rosales <b>Report:</b> BK3006: Consolidated Check Register w. Account	Page 31	Current Da Current Tim	Current Date: 02/22/2021 Current Time: 10:09:12

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ent of t	00301569	718	02/18/21		24,987.23
2 <sup>89</sup> 54	00301570	V68154554 STALKER, CLINT OR GINA	02/18/21	MW 0101-0724-0-5800-5001-3600-000	383.76
68	00301571	V68160874 TALMICH, SHALANE OR GABRIEL	02/18/21	MW 0101-0724-0-5800-5001-3600-000	518.70
68	00301572	V68161292 THE PRENTICE SCHOOL	02/18/21	MW 0101-6500-0-5802-5760-1180-000	7,780.54
68	00301573	V68152756 TICE, RUTH	02/18/21	MW 0101-6500-0-5212-5760-1190-000	6.72
68	00301574	V68111722 TIME AND ALARM SYSTEMS	02/18/21	MW 0101-8150-0-4500-0000-8110-000	8,149.91
68	00301575	V68147300 TUTTLE CLICK FORD LINCOLN	02/18/21	MW 0101-0724-0-5605-5001-3600-000	120.00
68	00301577	V68118382 US BANK	02/18/21	MW 0101-0000-0-8699-0000-0000-000	2.00
68	00301577	V68118382 US BANK	02/18/21	MW 0101-0000-0-5800-0000-7180-000	161.93
68	00301577	V68118382 US BANK	02/18/21	MW 0101-0000-0-5216-0000-7690-000	338.00
68	00301577	V68118382 US BANK	02/18/21	MW 0101-0000-0-4500-0000-7700-000	421.02
68	00301577	V68118382 US BANK	02/18/21	MW 0101-0000-0-5800-0000-7700-000	89.95
68	00301577	V68118382 US BANK	02/18/21	MW 0101-0002-0-4500-0000-2700-024	107.72
89 EX	00301577	V68118382 US BANK	02/18/21	MW 0101-0002-0-4300-1140-1000-002	37.70
8 111	00301577	V68118382 US BANK	02/18/21	MW 0101-0002-0-4300-1140-1000-003	209.54
8 BIT	00301577	V68118382 US BANK	02/18/21	MW 0101-0002-0-4300-1140-1000-025	240.16
89 #2	00301577	V68118382 US BANK	02/18/21	MW 0101-0400-0-4300-1130-1000-052	53.80
68	00301577	V68118382 US BANK	02/18/21	MW 0101-0400-0-4300-1130-1000-076	1,027.00
68	00301577	V68118382 US BANK	02/18/21	MW 0101-0400-0-4300-1140-1000-002	625.98
68	00301577	V68118382 US BANK	02/18/21	MW 0101-1102-0-4300-1160-1000-000	246.05
68	00301577	V68118382 US BANK	02/18/21	MW 0101-3215-0-4300-1110-1000-000	2,572.75
68	00301577	V68118382 US BANK	02/18/21	MW 0101-3315-0-4300-5730-1190-000	65.90
68	00301577	V68118382 US BANK	02/18/21	MW 0101-3555-0-4300-3800-1000-003	519.40
68	00301577	V68118382 US BANK	02/18/21	MW 0101-6011-0-4300-1130-1000-082	1,411.86
68	00301577	V68118382 US BANK	02/18/21	MW 0101-6500-0-4300-5760-1190-000	64.60
68	00301577	V68118382 US BANK	02/18/21	MW 0101-6500-0-4300-5760-1190-000	4,943.47
68	00301577	V68118382 US BANK	02/18/21	MW 0101-6500-0-4500-5760-3140-012	107.70
68	00301577	V68118382 US BANK	02/18/21	MW 0101-6520-0-4300-5760-1190-000	518.80
68	00301577	V68118382 US BANK	02/18/21	MW 0101-7420-0-4500-0000-7300-000	22.60
89 5	00301577	V68118382 US BANK	02/18/21	MW 0101-7510-0-4300-1130-1000-078	581.70
80 8 oi	00301577	V68118382 US BANK	02/18/21	MW 0101-7510-0-4500-0000-2700-022	434.46
86 [ 473	00301578	V68118836 VARGAS, DAVID	02/18/21	MW 0101-3315-0-5212-5730-1110-000	29.12
<u>,</u>		User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 32	Current Date: 02/22/20 Current Time: 10:09:12	Current Date: 02/22/2021 Surrent Time: 10:09:12

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V68118836	36 VARGAS, DAVID	02/18/21	MW 0101-6500-0-5213-5760-3110-000	29.12
V68019265	65 VISTA PAINT & WALLCOVERING	02/18/21	MW 0101-8150-0-4500-0000-8110-000	1,692.25
V68103795	795 VORTEX INDUSTRIES INC	02/18/21	MW 0101-8150-0-5605-0000-8110-000	3,554.71
V68113794		02/18/21	MW 0101-6500-0-5801-5760-3140-000	926.25
V68113794	794 WERTHEIMER-GALE & ASSOCIATES	02/18/21	MW 0101-6500-0-5801-5760-3140-000	47.50
V68098018	018 WESTERN ILLUMINATED PLASTIC IN	02/18/21	MW 0101-8150-0-4500-0000-8110-000	525.28
V68104710	710 YMCA OF ORANGE COUNTY	02/18/21	MW 0101-3215-0-5800-0000-7400-000	43,597.47
V68120395	395 YOGI, STACY	02/18/21	MW 0101-3010-0-4500-0000-2100-000	44.20
V68001018	018 A Z BUS SALES INC	02/19/21	MW 0101-0730-0-4600-1110-3600-000	238.75
V68155761	761 ADVANCED CHEMICAL TECHNOLOGY I	02/19/21	MW 0101-8150-0-5800-0000-8110-000	1,047.65
V68152532	532 ADVANTAGE WEST INVESTMENT ENTE	02/19/21	MW 0101-0000-0-4500-0000-8210-000	43,302.23
V68164120	1120 ADVEXURE LLC	02/19/21	MW 0101-6387-0-4400-3800-1000-005	14,401.02
V68147122	122 AIS SPECIAL TY PRODUCTS INC.	02/19/21	MW 0101-7388-0-4500-0000-7550-000	3,366.90
V68145645	5645 ALISO NIGUEL AUTO CARE	02/19/21	MW 0101-8150-0-5605-0000-8230-000	191.24
V68111606	606 APPLE INC	02/19/21	MW 0101-0000-0-4405-0000-7700-000	2,730.00
V68111606	1606 APPLE INC	02/19/21	MW 0101-6500-0-4400-5760-1190-000	2,374.42
V68102200	2200 AUTOLIFT SERVICES INC	02/19/21	MW 0101-0724-0-5605-5001-3600-000	2,576.52
V68107319	7319 BAVCO	02/19/21	MW 0101-8150-0-4500-0000-8110-000	284.14
V68076299	6299 BEACH CITIES GLASS INC	02/19/21	MW 0101-8150-0-5605-0000-8110-000	12,814.86
V68049767	9767 BENS ASPHALT	02/19/21	MW 0101-8150-0-5605-0000-8110-000	18,105.00
V68145162	5162 BERTRANDS HORN IMPROVEMENT	02/19/21	MW 0101-0002-0-4300-1140-1000-001	1,893.12
V68148544	8544 BIOMEDICAL WASTE DISPOSAL	02/19/21	MW 0101-0000-0-5800-0000-8310-000	99.00
V68145318	5318 BRINKS INC.	02/19/21	MW 0101-0000-0-5800-0000-7300-000	235.39
V68123700	3700 BSN SPORTS	02/19/21	MW 0101-1100-0-4300-1140-4200-001	1,560.67
V68146284	6284 BUSWEST LLC	02/19/21	MW 0101-0730-0-4600-1110-3600-000	275.60
V68141660	1660 CAL-STATE AUTO PARTS INC	02/19/21	MW 0101-0724-0-4600-5001-3600-000	269.60
V68145221	5221 CALIFORNIA WEEKLY EXPLORER INC	02/19/21	MW 0101-0400-0-5800-1130-1000-071	1,489.99
V68145221	5221 CALIFORNIA WEEKLY EXPLORER INC	02/19/21	MW 0101-0986-0-5800-0000-6000-069	1,909.96
V68143176	3176 CAMCOR INC	02/19/21	MW 0101-0400-0-4300-1130-1000-052	1,446.28
V68119470	9470 CAPISTRANO CRANE SERVICE	02/19/21	MW 0101-8150-0-5605-0000-8110-000	2,100.00
V68106764		02/19/21	MW 0101-0000-0-4405-0000-7700-000	4,203.79
V68106764	6764 CDWG Inc	02/19/21	MW 0101-0002-0-4300-1140-1000-002	69.14
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ent 4 of	00301609	764	02/19/21		2.338.80
2 <sup>89</sup> 54	00301609	V68106764 CDWG Inc	02/19/21	MW 0101-3220-0-4400-1110-1000-000	1,318,900.00
68	00301609	V68106764 CDWG Inc	02/19/21	MW 0101-6010-0-4300-1130-1000-055	7,484.16
68	00301609	V68106764 CDWG Inc	02/19/21	MW 0101-9030-0-5800-0000-7700-000	50,700.00
68	00301610	V68108311 CINTAS CORPORATION	02/19/21	MW 0101-7420-0-4500-1110-3600-000	2,385.80
68	00301611	V68146234 CINTAS CORPORATION #640	02/19/21	MW 0101-0000-0-5800-0000-8210-000	50.27
68	00301611	V68146234 CINTAS CORPORATION #640	02/19/21	MW 0101-0000-0-5800-0000-8310-000	55.02
68	00301611	V68146234 CINTAS CORPORATION #640	02/19/21	MW 0101-0730-0-5800-1110-3600-000	396.72
68	00301611	V68146234 CINTAS CORPORATION #640	02/19/21	MW 0101-0724-0-5800-5001-3600-000	396.74
68	00301611	V68146234 CINTAS CORPORATION #640	02/19/21	MW 0101-8150-0-5605-0000-8110-000	629.15
68	00301612	V68153592 CJT ENTERPRISES INC.	02/19/21	MW 0101-6500-0-5600-5760-1190-000	290.00
68	00301613	V68019025 CLARK SECURITY PRODUCTS	02/19/21	MW 0101-8150-0-4500-0000-8110-000	648.44
68	00301614	V68101521 COLLEGE BOARD	02/19/21	MW 0101-0002-0-4300-1140-1000-002	3,825.00
8 EX	00301615	V68150469 COMPREHENSIVE COLLEGE PREP INC	02/19/21	MW 0101-4510-0-5810-1110-1000-000	427.50
8 (HI	00301616	V68027192 CONSOLIDATED ELECTRICAL DISTR	02/19/21	MW 0101-6388-0-4500-3800-2700-001	2,390.43
811 8	00301616	V68027192 CONSOLIDATED ELECTRICAL DISTR	02/19/21	MW 0101-8150-0-4500-0000-8110-000	15,494.98
89 7#2	00301617	V68112600 COX COMMUNICATIONS	02/19/21	MW 0101-0000-0-5900-0000-7601-000	10,686.02
68	00301618	V68150839 EMERALD COVE OUTDOOR SCIENCE I	02/19/21	MW 0101-0400-0-5800-1130-1000-071	3,000.00
68	00301619	V68153850 GRAY STEP SOFTWARE INC	02/19/21	MW 0101-0986-0-5800-0000-6000-001	1,694.00
68	00301619	V68153850 GRAY STEP SOFTWARE INC	02/19/21	MW 0101-0986-0-5800-0000-6000-002	1,694.00
68	00301619	V68153850 GRAY STEP SOFTWARE INC	02/19/21	MW 0101-0986-0-5800-0000-6000-003	1,694.00
68	00301619	V68153850 GRAY STEP SOFTWARE INC	02/19/21	MW 0101-0986-0-5800-0000-6000-004	1,694.00
68	00301619	V68153850 GRAY STEP SOFTWARE INC	02/19/21	MW 0101-0986-0-5800-0000-6000-005	1,694.00
68	00301619	V68153850 GRAY STEP SOFTWARE INC	02/19/21	MW 0101-0986-0-5800-0000-6000-006	1,694.00
68	00301620	V68112637 MIND RESEARCH INSTITUTE	02/19/21	MW 0101-0400-0-5800-1130-1000-055	8,000.00
68	00301621	V68078255 SAN DIEGO GAS & ELECTRIC	02/19/21	MW 0101-0000-0-5500-0000-8200-000	91,252.67
68	00301622	V68083350 SMART & FINAL **SCHOOL SITES**	02/19/21	MW 0101-3555-0-4300-3800-1000-025	180.00
68	00301623	V68084100 SO CA GAS CO	02/19/21	MW 0101-0000-0-5500-0000-8200-000	3,145.34
68	00301624	V68163809 TLC CHILD & FAMILY SERVICES/JO	02/19/21	MW 0101-6500-0-5803-5760-1180-000	3,578.76
89 6	00301624	V68163809 TLC CHILD & FAMILY SERVICES/JO	02/19/21	MW 0101-6512-0-5104-5760-1180-000	7,117.50
80 0 ot	00301624	V68163809 TLC CHILD & FAMILY SERVICES/JO	02/19/21	MW 0101-6512-0-5104-5760-3120-000	13,870.36
8 8 8 473	00301625	V68118382 US BANK	02/19/21	MW 0101-0002-0-4500-0000-2700-072	106.47
3	User: MXR Report: BK30	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 34	Current Da Current Tim	Current Date: 02/22/2021 Current Time: 10:09:12

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89 ent 2 of 5	00301625	V68118382 US BANK	02/19/21	MW 0101-0002-0-4300-1140-1000-003	0.00
2 <sup>89</sup> 54	00301625	V68118382 US BANK	02/19/21	MW 0101-0002-0-4300-1140-1000-022	49.48
68	00301625	V68118382 US BANK	02/19/21	MW 0101-0002-0-4300-1140-1000-029	59.20
68	00301625	V68118382 US BANK	02/19/21	MW 0101-6300-0-4300-1110-1000-000	1,064.03
68	00301625	V68118382 US BANK	02/19/21	MW 0101-6388-0-4500-3800-2700-001	381.40
68	00301625	V68118382 US BANK	02/19/21	MW 0101-6388-0-4300-3800-1000-004	271.92
68	00301625	V68118382 US BANK	02/19/21	MW 0101-6500-0-4500-5001-2100-000	176.61
68	00301625	V68118382 US BANK	02/19/21	MW 0101-6500-0-4500-5750-3140-000	17.49
68	00301625	V68118382 US BANK	02/19/21	MW 0101-6500-0-4300-5760-1190-000	26.93
68	00301625	V68118382 US BANK	02/19/21	MW 0101-6500-0-4300-5760-1110-012	510.61
68	00301625	V68118382 US BANK	02/19/21	MW 0101-7510-0-4500-0000-2700-022	269.31
68	00301655	V68164657 BENDRISS, CHEYENNE OR SAMIR	02/22/21	MW 0101-0730-0-8675-0000-0000-000	230.00
68	00301656	V68156595 BROSAMER, BRIAN	02/22/21	MW 0101-0400-0-4500-0000-2700-004	28.95
8 EX	00301657	V68164658 CALDER, KRISTINE	02/22/21	MW 0101-3555-0-4300-3800-1000-006	126.00
8 HI	00301658	V68119648 CAMPCO RECREATION	02/22/21	MW 0101-6010-0-5810-1130-1000-055	15,408.92
8 811	00301659	V68106764 CDWG Inc	02/22/21	MW 0101-0750-0-4500-0000-7700-000	90,361.03
89 #2	00301660	V68161267 CHUN, ROSS AND SUZANNE	02/22/21	MW 0101-6500-0-5800-5760-1190-000	1,500.00
68	00301661	V68164002 CROWE, ROBERT	02/22/21	MW 0101-6500-0-5800-5760-1190-000	450.00
68	00301662	V68161102 DARLING, KIMBERLY	02/22/21	MW 0101-0004-0-4114-1180-1000-001	75.00
68	00301663	V68161013 FILTZ, ARIEL L.	02/22/21	MW 0101-6500-0-4300-5760-1110-000	37.95
68	00301664	V68160954 GODBOUT, SANDRA	02/22/21	MW 0101-0400-0-4300-1130-1000-072	42.93
68	00301665	V68143239 HARBOTTLE LAW GROUP A	02/22/21	MW 0101-6500-0-5820-5001-2100-000	24,146.56
68	00301666	V68164409 JOHNSON, MELISSA	02/22/21	MW 0101-0400-0-4300-1130-1000-085	405.29
68	00301667	V68159059 KANE, BRIAN AND PEGGY	02/22/21	MW 0101-6500-0-5800-5760-1190-000	12,236.00
68	00301668	V68164311 MALSTROM, MEGAN	02/22/21	MW 0101-6500-0-5800-5760-1190-000	2,500.00
68	00301669	V68158477 MOMTAHAN, NANCY NASSEHI AND RO	02/22/21	MW 0101-6500-0-5800-5760-1180-000	365.84
68	00301670	V68158757 NATIONAL SEATING & MOBILITY IN	02/22/21	MW 0101-6500-0-4405-5001-3140-000	2,377.61
68	00301671	V68121862 NCS PEARSON INC.	02/22/21	MW 0101-0010-0-5800-1110-1000-000	61,425.00
68	00301672	V68021378 NEW HAVEN YOUTH & FAMILY	02/22/21	MW 0101-6512-0-5101-5760-3110-000	11,212.91
89 6	00301673	V68149897 O REILLY AUTO PARTS	02/22/21	MW 0101-7220-0-4300-1140-1000-003	108.22
86 1 ot	00301674	V68028870 OFFICE DEPOT	02/22/21	MW 0101-0000-0-4500-0000-3900-000	33.60
8 g 47	00301674	V68028870 OFFICE DEPOT	02/22/21	MW 0101-0002-0-4500-0000-2700-004	251.28
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ent of 5	00301674	V68028870 OFFICE DEPOT	02/22/21	MW 0101-0002-0-4300-1140-1000-001	313.55
2 <sup>89</sup> 54	00301675	V68156402 OLIVE CREST ACADEMY	02/22/21	MW 0101-6500-0-5102-5760-1180-000	771.89
68	00301675	V68156402 OLIVE CREST ACADEMY	02/22/21	MW 0101-6500-0-5802-5760-1180-000	24,248.62
68	00301676	V68157575 PACIFIC LEARNING	02/22/21	MW 0101-0400-0-4300-1130-1000-055	2,864.81
68	00301677	V68162375 PARNABY, GAVIN/KRISTIN	02/22/21	MW 0101-0730-0-8675-0000-0000-000	402.50
68	00301678	V68161289 PELLIZZERI, MARCO AND MICHELLE	02/22/21	MW 0101-6500-0-5800-5750-1190-000	549.12
68	00301679	V68071608 PRUDENTIAL OVERALL SUPPLY	02/22/21	MW 0101-0000-0-5800-0000-7550-000	44.32
68	00301680	V68110955 PSYCHEMEDICS CORPORATION	02/22/21	MW 0101-0000-0-5800-0000-7400-000	116.00
68	00301681	V68163193 PUCCINELLI, SUSAN	02/22/21	MW 0101-0400-0-4500-0000-2700-004	13.35
68	00301682	V68162743 QUADIENT LEASING USA INC.	02/22/21	MW 0101-0000-0-4500-0000-7550-000	478.05
68	00301683	V68152923 RAINS, SANDY AND MAYNARD	02/22/21	MW 0101-6500-0-5802-5760-1180-000	298.49
68	00301684	V68072652 RAM AIR ENGINEERING INC	02/22/21	MW 0101-8150-0-5605-0000-8110-001	22,410.74
68	00301685	V68145500 RUSSELL SIGLER INC	02/22/21	MW 0101-8150-0-4405-0000-8110-000	2,006.31
% EX	00301685	V68145500 RUSSELL SIGLER INC	02/22/21	MW 0101-8150-0-4500-0000-8110-000	350.19
8 (HI	00301686	V68078255 SAN DIEGO GAS & ELECTRIC	02/22/21	MW 0101-0000-0-5500-0000-8200-000	45,279.95
8 811 811	00301687	V68153639 SHAMROCK MUSIC	02/22/21	MW 0101-4127-0-5600-1160-2100-000	2,995.00
86 7 #2	00301688	V68117164 SIMONSON PHOTOGRAPHY INC	02/22/21	MW 0101-0000-0-4500-0000-7180-000	2,631.38
68	00301689	V68155224 SLAM SPORTS	02/22/21	MW 0101-0400-0-4300-1130-1000-055	315.17
68	00301690	V68083350 SMART & FINAL **SCHOOL SITES**	02/22/21	MW 0101-0002-0-4300-5760-1110-049	137.34
68	00301690	V68083350 SMART & FINAL **SCHOOL SITES**	02/22/21	MW 0101-3555-0-4300-3800-1000-001	329.24
68	00301690	V68083350 SMART & FINAL **SCHOOL SITES**	02/22/21	MW 0101-3555-0-4300-3800-1000-004	33.22
68	00301690	V68083350 SMART & FINAL **SCHOOL SITES**	02/22/21	MW 0101-3555-0-4300-3800-1000-018	169.81
68	00301690	V68083350 SMART & FINAL **SCHOOL SITES**	02/22/21	MW 0101-6520-0-4300-5760-1190-000	130.73
68	00301691	V68152565 SNAP ON INCORPORATED	02/22/21	MW 0101-6388-0-4300-3800-1000-002	6.95
68	00301692	V68084100 SO CA GAS CO	02/22/21	MW 0101-0000-0-5500-0000-8200-000	11,824.70
68	00301693	V68108107 SOLUTION TREE INC	02/22/21	MW 0101-7510-0-5215-1130-1000-054	2,516.00
68	00301694	V68149204 SOUTH COAST FIRE PROTECTION IN	02/22/21	MW 0101-8150-0-5605-0000-8110-000	183.00
68	00301695	V68050288 SPICERS PAPER INC	02/22/21	MW 0101-0000-0-9321-0000-0000-000	4,249.13
68	00301695	V68050288 SPICERS PAPER INC	02/22/21	MW 0101-0000-0-4500-0000-7550-000	1,278.18
89 6	00301696	V68116351 TERI INC	02/22/21	MW 0101-6500-0-5102-5760-1180-000	6,427.51
86 2 o:	00301697	V68159492 TUVA LABS INC.	02/22/21	MW 0101-0002-0-4300-1140-1000-029	600.00
8 g 47	00301697	V68159492 TUVA LABS INC.	02/22/21	MW 0101-3010-0-4300-1110-1000-021	400.00
3	User: MXR	User: MXROSA - Mercedes Rosales	Page	Current Da	Current Date: 02/22/2021

Current Time: 10:09:12

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Report: BK3006: Consolidated Check Register w. Account

# Consolidated Check Register w. Account from 1/26/2021 to 2/22/2021 **CAPISTRANO USD**

check 37		Payee ID	Payee ID Payee Name	Check Date Cancel Date Type Account	ate Type Account	Check Amount
00 89nt of 5	268 00301698	V68150018	V68150018 VERSATILE SYSTEMS INC	02/22/21	MW 0101-8150-0-5800-0000-8110-000	3,400.00
)0 2 54	68 00301699	V68143731	V68143731 WINGARD, RICHARD AND LORENA	02/22/21	MW 0101-6500-0-5800-5760-1190-000	2,382.50
68 00	68 00301700	V68164297	V68164297 WONG, JORGE AND CORIE	02/22/21	MW 0101-6500-0-5800-5760-1190-000	11,500.00
68 00	68 00301701	V68104710	V68104710 YMCA OF ORANGE COUNTY	02/22/21	MW 0101-6010-0-5100-1130-1000-054	10,307.66
68 00	68 00301701	V68104710	/68104710 YMCA OF ORANGE COUNTY	02/22/21	MW 0101-6010-0-5100-1130-1000-059	11,305.91
68 00	68 00301701	V68104710	/68104710 YMCA OF ORANGE COUNTY	02/22/21	MW 0101-6010-0-5100-1130-1000-061	11,383.56
68 00	00301701	V68104710	/68104710 YMCA OF ORANGE COUNTY	02/22/21	MW 0101-6010-0-5810-1130-1000-061	38.59
68 00	00301701	V68104710	/68104710 YMCA OF ORANGE COUNTY	02/22/21	MW 0101-6010-0-5100-1130-1000-082	10,179.44
		SUBFU	SUBFUND 0101 Total:			12,844,665.65

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

EXHIBIT #2

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Check Amount	-0-8660-0000-0000-203	MW 0909-0000-0-8011-0000-0000-203 238,287.24	238,385.16	
Check Date Cancel Date Type Account	000-6060 MM	000-6060 MM		
Check Date Cancel	01/29/21	02/04/21		
Pavee Name	V68113144 OPPORTUNITY FOR LEARNING	V68113144 OPPORTUNITY FOR LEARNING	SUBFUND 0909 Total:	
Payee ID	V68113144	V68113144	SUBFU	
ttachm age 38	ent	<sup>4</sup> 68 00301107		

# Consolidated Check Register w. Account from 1/26/2021 to 2/22/2021 **CAPISTRANO USD**

	!		1707/77/7 01 1707/07/1 UI0JI		
Payee ID Pay	Pay	Payee Name	Check Date Canc	Check Date Cancel Date Type Account	Check Amount
V68164440 H(	)H(	V68164440 HOGAN, CHANTEL	01/27/21	MW 1212-9145-0-8673-0000-0000-000	174.00
V68017269 P	9 P	V68017269 PAUL H BROOKS PUB CO	01/29/21	MW 1212-6127-0-5800-0001-2100-000	860.40
V68084800 S	S (	V68084800 SPARKLETTS	01/29/21	MW 1212-6127-0-4500-0001-2700-000	4.10
V68164524 LEA, DONNA	† L	EA, DONNA	02/01/21	MW 1212-9145-0-8673-0000-0000-000	537.00
V68164525 S	S	V68164525 SUNDAR, GOURANGADOSS	02/01/21	MW 1212-9145-0-8673-0000-000-000	1,785.00
V68084770 S	S	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/02/21	MW 1212-6127-0-4300-0001-1000-000	49.55
V68143704 A	4	V68143704 ARGENT, HEIDI	02/03/21	MW 1212-6127-0-5215-0001-2100-000	65.00
V68110736	, ,	V68110736 CERVANTES, MARTHA	02/03/21	MW 1212-6127-0-5215-0001-2100-000	69.85
V68101463 F	3 F	V68101463 FLOTHO, LISA	02/03/21	MW 1212-6127-0-5215-0001-2100-000	65.00
V68154881 LEE, Te-I	I	JEE, Te-I	02/04/21	MW 1212-6127-0-5215-0001-2100-000	69.85
V68164438 S	~	V68164438 SAMAIE, PEGAH	02/09/21	MW 1212-9145-0-8673-0000-000-000	2,147.00
V68123713 I		V68123713 DEPARTMENT OF SOCIAL SERVICES	02/10/21	MW 1212-6127-0-5800-0001-2700-000	605.00
V68049480 L		V68049480 LAKESHORE LEARNING MATERIALS	02/10/21	MW 1212-6127-0-4300-0001-1000-000	63.01
V68084770 S	S	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	02/11/21	MW 1212-6127-0-4300-0001-1000-000	111.49
V68158545 (	5	V68158545 GORDON, STACY	02/17/21	MW 1212-0000-0-8699-0000-000-000	20.00
V68164624 ]	+	V68164624 MOON-SHAW, JONATHAN	02/18/21	MW 1212-9145-0-8673-0000-0000-000	812.00
V68118165		V68118165 THOMSON REUTERS/BARCLAYS	02/22/21	MW 1212-6127-0-5800-0001-2700-000	18.59
SUBFUND 1212	<b>DN</b>	1212 Total:			7,456.84

Check Amount	00-003 65.39	00-004 84.00	00-006 57.25	00-028 89.68	00-005 59.35	00-006 85.50	00-005 62.45	00-005 77.20	00-004 98.15	00-005 50.00	00-004 82.50	00-005 84.75	00-001 87.10	00-001 95.25	00-005 79.85	00-006 79.80	00-005 71.50	00-004 61.50	00-002 87.75	00-006 84.90	91.75 91.75	00-000 2,368.40	00-004 62.45	00-006 99.50	00-005 89.75		00-004 81.00		7			
pe Account	V 1313-9700-0-9653-0000-0000-003	V 1313-9700-0-9653-0000-000-004	V 1313-9700-0-9653-0000-0006	V 1313-9700-0-9652-0000-0000-028	W 1313-9700-0-9653-0000-0005005	V 1313-9700-0-9653-0000-000	V 1313-9700-0-9653-0000-0005	V 1313-9700-0-9653-0000-0005	V 1313-9700-0-9653-0000-000-004	V 1313-9700-0-9653-0000-0005	V 1313-9700-0-9653-0000-000-004	V 1313-9700-0-9653-0000-0005	V 1313-9700-0-9653-0000-0000-001	V 1313-9700-0-9653-0000-0000-001	V 1313-9700-0-9653-0000-0005	V 1313-9700-0-9653-0000-000-006	W 1313-9700-0-9653-0000-000-005	V 1313-9700-0-9653-0000-000-004	V 1313-9700-0-9653-0000-000-002	V 1313-9700-0-9653-0000-0006	W 1313-9700-0-9653-0000-000-003	V 1313-5310-0-4717-0000-3700-000	V 1313-9700-0-9653-0000-000-004	V 1313-9700-0-9653-0000-000-006	V 1313-9700-0-9653-0000-0000-005	M 1313_9700_0_9653_0000_0004	-			- $  -$		
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Payee ID Payee Name	V68164429 BECKER, LAURA	V68164426 CALLENS, CAROLE	V68164433 CAPUA, GENENE	V68164419 CARD, SARAH	V68164432 CHRISTENSEN, HEATHER	V68164424 FLETCHER, LORI	V68160056 GASS, LORI	V68164417 GRACE, NATALIE	V68159999 GREGERMAN, ROBERTA	V68160497 GRIM, MONICA	V68164416 HU, YAN	V68164435 IDELMAN, BRANDEE	V68164423 JERSEY, MORGAN	V68160414 KLINE, STACI	V68164422 LEE, CHARLES	V68164415 LUZURIAGA, KARRI	V68164434 MARTIN, DANIELLE	V68164430 MARTINEZ, ROXANA	V68164425 NELSON, ANNA	V68164418 O'CONNOR, JOAN	V68164414 OLBRICH, MILA	V68156481 OLIVER PRODUCTS	V68164431 SADOTE, TALIA	V68164427 SETZLER, JANEEN	V68164413 SULLIVAN, SUSAN	V68164421 TRAN, ANDY		V68164420 WEEKS, CARRIE				
k	00300735	00300736	00300737	00300738	00300739	00300740	00300741	00300742	00300743	00300744	00300745	00300746	00300747	00300748	00300749	00300750	00300751	00300752	00300753	00300754	00300755	00300756	00300757	00300758	00300759	00300760	00000121	10/nncnn	00300819	00300819 00300819 00300820	00300821 00300820 00300821	00300819 00300820 00300820 00300821
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m Check	Payee ID Payee Name	Check Date Cancel Date Type	ate Type	Account	Check Amount
00300824	V68164441 BLOOMBERG, LOREN	01/29/21	MM	1313-9700-0-9653-0000-0000-006	53.35
00300825	V68164446 BRIMER, STAR	01/29/21	MM	1313-9700-0-9653-0000-0000-002	66.15
00300826	V68164514 CANNON, KEITH	01/29/21	MM	1313-9700-0-9653-0000-0000-003	146.40
00300827	V68164510 CHEN, TAYLOR	01/29/21	MM	1313-9700-0-9653-0000-0000-002	140.25
00300828	V68164448 CLAPPER, LAURA	01/29/21	MM	1313-9700-0-9653-0000-0000-005	59.35
00300829	V68164450 COOK, NOELLE	01/29/21	MM	1313-9700-0-9653-0000-0000-019	50.00
00300830	V68164515 COTICCHIA, WENDY	01/29/21	MM	1313-9700-0-9653-0000-0000-002	142.35
00300831	V68164466 CUTRIGHT, TAMMY	01/29/21	MM	1313-9700-0-9653-0000-0000-004	71.20
00300832	V68164517 DADD, MARCI	01/29/21	MM	1313-9700-0-9653-0000-000-004	72.75
00300833	V68164457 DEMING, DAO	01/29/21	MM	1313-9700-0-9653-0000-0000-004	50.70
00300834	V68164456 DIECK, PAM	01/29/21	MM	1313-9700-0-9653-0000-0000-005	71.25
00300835	V68164459 ECONOMY, KIM	01/29/21	MM	1313-9700-0-9653-0000-0000-003	55.50
00300836	V68164463 EKLUND, SALLY	01/29/21	MM	1313-9700-0-9653-0000-0000-003	22.65
00300837	V68164460 FINNEY, DONNA	01/29/21	MM	1313-9700-0-9653-0000-0000-003	68.75
00300838	V68164445 GARCIA, SUZANNE	01/29/21	MM	1313-9700-0-9653-0000-0000-004	59.00
00300839	V68164493 GAUVREAU, DEVON	01/29/21	MM	1313-9700-0-9651-0000-0000-000	20.00
00300840	V68162010 GHARRING, BRITTANY/TODD	01/29/21	MM	1313-9700-0-9651-0000-0000-000	34.00
00300840	V68162010 GHARRING, BRITTANY/TODD	01/29/21	MM	1313-9700-0-9652-0000-0000-025	7.25
00300841	V68164498 GONZALEZ, ADRIANA	01/29/21	MM	1313-9700-0-9651-0000-0000-000	23.03
00300842	V68164455 GREENE, PAULA	01/29/21	MM	1313-9700-0-9653-0000-0000-004	60.75
00300843	V68164519 HAISLIP, KACY	01/29/21	MM	1313-9700-0-9653-0000-0000-003	78.50
00300844	V68164458 HARDING, JACLYN	01/29/21	MM	1313-9700-0-9653-0000-0000-004	51.50
00300845	V68164454 HOLM, LARS	01/29/21	MM	1313-9700-0-9653-0000-0000-005	26.30
00300846	V68164486 HOVAV, SARIT	01/29/21	MM	1313-9700-0-9653-0000-0000-019	25.00
00300847	V68164444 IGAWA JR., GEORGE M.	01/29/21	MM	1313-9700-0-9653-0000-0000-002	189.65
00300848	V68164447 JOHNSON, TRICIA	01/29/21	MM	1313-9700-0-9653-0000-0000-005	75.50
00300849	V68164464 KARAGAH, SHEILA	01/29/21	MM	1313-9700-0-9653-0000-0000-004	69.75
00300850	V68164478 KAUR, HARPREET	01/29/21	MM	1313-9700-0-9653-0000-0000-005	57.71
00300851	V68164496 KESIC, ALEX	01/29/21	MM	1313-9700-0-9651-0000-0000-000	20.75
00300852	V68164461 KIM, CHRISTINE	01/29/21	MM	1313-9700-0-9653-0000-0000-006	72.00
00300853	V68164475 KNUF, TARA	01/29/21	MM	1313-9700-0-9653-0000-0000-001	72.50
00300854	V68164472 KRISHNA, TRICIA	01/29/21	MM	1313-9700-0-9653-0000-000-005	61.95
User: M Renort: Bl	User: MXROSA - Mercedes Rosales Benort: BK3006: Consolidated Check Register w. Account	Page 41		Current Date: 02/22/20 Current Time: 10:09:12	Current Date: 02/22/2021 Surrent Time: 10:09:12
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Check Date Cancel Date Type	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	01/29/21	Page 47
Payee ID Payee Name	V68164518 LANDAAS, CHRISTINA	V68151612 LANDRUM, ADRIENNE	V68164474 LARSON, SANDY	V68164487 LAVIK, RANDI	V68164443 LEE-YOU, STEFANIE	V68164508 LEON, JOHN	V68164511 LICITRA, JOHN	V68164520 LIGHTFOOT, JANICE	V68164513 LOCK, WILLEM	V68164484 MARIN, KATHLEEN	V68164451 MARLOW, BILL	V68164479 MARTINEZ, GEORGE	V68164495 MARTINEZ, ZULEYKA J.	V68164516 MATTON, LISA	V68163883 MCGETTIGAN, MARY	V68164469 MICHALIS, PILAR	V68164499 MUELLER, GARY	V68164483 NGUYEN, JENNY	V68164497 NGUYEN, MAILINH	V68164462 PARKERSON, LOURDES	V68164480 PATTIN, PAMELA	V68164492 POORE, ERIN	V68164473 RINDERER, KIMBERLY	V68164471 SASAKI, WENDY	V68164442 SCANLON, TERRA	V68164482 SEXTON, ROLLI	V68164485 SHEEHAN, MICHELLE	V68160122 SHERMAN, AUDREY	V68164470 SHIMIZU. SHANNON	V68164494 STEPHENS-HARRY, AMBER	V68164507 STODDARD, SUSAN	V68163002 THAUT, RHONDA	User: MXROSA - Mercedes Rosales Renort: RK3006: Consolidated Check Register w Account
ck	00300855	00300856	00300857	00300858	00300859	00300860	00300861	00300862	00300863	00300864	00300865	00300866	00300867	00300868	00300869	00300870	00300871	00300872	00300873	00300874	00300875	00300876	00300877	00300878	00300879	00300880	00300881	00300882	00300883	00300884	00300885	00300886	User: MXI Demont: DV2
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ck Payee ID	<b>Payee Name</b>	Check Date Cancel Date Type	• Type Account MW 1313_9700-0.9653_0000_0000	Check Amount
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F	r)	01/29/21	MW 1313-9700-0000-cc08-0-00/ 8-c1c1 MM	00 56.45
00300890 V68164476 WEST, ALICIA		01/29/21	MW 1313-9700-0-9653-0000-0000-001	01 69.50
00300891 V68164465 ZDRAKAS, AMBER		01/29/21	MW 1313-9700-0-9653-0000-0000-003	03 64.50
00300892 V68164509 ZOLLINGER, LISA		01/29/21	MW 1313-9700-0-9653-0000-0000-006	06 302.50
00301002 V68164544 AKERS, GRETCHEN		02/03/21	MW 1313-9700-0-9653-0000-0000-019	19 34.90
00301003 V68164532 AVAL, AIDEN		02/03/21	MW 1313-9700-0-9653-0000-000-004	04 49.75
00301004 V68161936 BAUTISTA, RANDEE		02/03/21	MW 1313-9700-0-9653-0000-0005-005	05 49.55
ŗ		02/03/21	MW 1313-9700-0-9653-0000-0000-002	
00301006 V68164545 BIEBEL, MELISSA		02/03/21	MW 1313-9700-0-9653-0000-000-004	04 35.55
00301007 V68164541 BLACKWILL, JUSTINA		02/03/21	MW 1313-9700-0-9653-0000-0000-003	03 38.40
00301008 V68164538 BOOKATAUB, KAREN		02/03/21	MW 1313-9700-0-9653-0000-0000-003	03 27.75
00301009 V68164549 CHONG, JULIE		02/03/21	MW 1313-9700-0-9653-0000-0000-002	02 40.60
00301010 V68164562 CINCO, KRISTIN		02/03/21	MW 1313-9700-0-9653-0000-0006-006	06 28.75
00301011 V68164542 CLARK, SEEMA		02/03/21	MW 1313-9700-0-9653-0000-0000-005	05 80.35
00301012 V68164552 CULKIN, LETTY		02/03/21	MW 1313-9700-0-9653-0000-0000-003	03 38.00
00301013 V68164555 DARM, LAURA		02/03/21	MW 1313-9700-0-9653-0000-000-004	04 34.20
00301014 V68164565 DEJESUS, CHIWELYN		02/03/21	MW 1313-9700-0-9653-0000-000-004	04 41.00
V68164556		02/03/21	MW 1313-9700-0-9653-0000-0005-005	05 26.75
V68164560		02/03/21	MW 1313-9700-0-9653-0000-0000-001	01 40.00
00301017 V68164528 DUNSON, STEPHANIE		02/03/21	MW 1313-9700-0-9651-0000-0000-000	00 30.00
00301018 V68164550 DUTTON, JULIE		02/03/21	MW 1313-9700-0-9653-0000-0000-003	03 27.50
00301019 V68164568 ESKANDARIAN, JULIA		02/03/21	MW 1313-9700-0-9653-0000-0000-001	01 27.00
00301020 V68164558 EUBANKS, DIANA		02/03/21	MW 1313-9700-0-9653-0000-0005005	05 44.10
00301021 V68164553 FARNER, SUZANNE		02/03/21	MW 1313-9700-0-9653-0000-0006	06 26.50
00301022 V68164557 FOERSTER, JOSEPHINE		02/03/21	MW 1313-9700-0-9653-0000-0006-006	06 41.00
00301023 V68164554 FOTH, SARAH		02/03/21	MW 1313-9700-0-9653-0000-0005-005	05 26.25
00301024 V68164561 FULKERSON, KELLI		02/03/21	MW 1313-9700-0-9653-0000-000-002	02 30.50
00301025 V68164551 GENTILE, ANDREA		02/03/21	MW 1313-9700-0-9653-0000-000-004	04 25.75
00301026 V68158300 GIDDINGS, AUDRA		02/03/21	MW 1313-9700-0-9653-0000-0000-003	03 84.75
00301027 V68164563 GILLETT, MICHELLE		02/03/21	MW 1313-9700-0-9653-0000-000	03 26.55
User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account		Page 43	3 3	Current Date: 02/22/2021 Current Time: 10:09:12

<b>Check</b> Attachme Page 44	eck	from 1/20/ Payee ID Payee Name	trom 1/20/2021 to 2/22/2021 Check Date Cancel Date Type	: Type Account	Check Amount
ent of 5	00301028	V68164559 GOODSELL, LISA	02/03/21	MW 1313-9700-0-9653-0000-0000-006	35.60
2 <sup>89</sup> 54	00301029	V68164535 GRACE, KAREN	02/03/21	MW 1313-9700-0-9653-0000-0000-003	75.00
68	00301030	V68164564 HARRICK, MELANIE	02/03/21	MW 1313-9700-0-9653-0000-0000-003	109.50
68	00301031	V68164540 HWANG, SUNHEE	02/03/21	MW 1313-9700-0-9653-0000-0000-004	150.75
68	00301032	V68164567 KING, MELISSA	02/03/21	MW 1313-9700-0-9653-0000-000-004	45.40
68	00301033	V68164513 LOCK, WILLEM	02/03/21	MW 1313-9700-0-9652-0000-0000-025	59.25
68	00301034	V68164527 MAHER, TIMOTHY C.	02/03/21	MW 1313-9700-0-9653-0000-0000-003	48.75
68	00301035	V68164548 MANN, JENNIE	02/03/21	MW 1313-9700-0-9652-0000-0000-030	132.75
68	00301036	V68164570 MILLER, JODI	02/03/21	MW 1313-9700-0-9653-0000-0000-006	30.00
68	00301037	V68164539 MORAN, BRE	02/03/21	MW 1313-9700-0-9651-0000-0000-000	21.25
68	00301038	V68164526 NGAI. KATHERINE	02/03/21	MW 1313-9700-0-9651-0000-0000-000	19.25
68	00301039	V68164543 PORTER, EMILY	02/03/21	MW 1313-9700-0-9653-0000-0000-005	96.00
68	00301040	V68154545 REEVES, WAYNE	02/03/21	MW 1313-9700-0-9653-0000-0000-003	91.55
89 EX	00301041	V68155758 REFRIGERATION CONTROL COMPANY	02/03/21	MW 1313-5310-0-9519-0000-0000-000	3,596.78
8 (HI	00301042	V68164530 REITZLER, PAM	02/03/21	MW 1313-9700-0-9653-0000-000-002	77.75
BIJ 8	00301043	V68164536 RODRIGUEZ, DANIELLE	02/03/21	MW 1313-9700-0-9653-0000-0000-006	135.25
89 7 #2	00301044	V68164531 ROSALES, JOSEPHINE	02/03/21	MW 1313-9700-0-9653-0000-0000-004	79.45
68	00301045	V68164537 ROTH, JAY	02/03/21	MW 1313-9700-0-9652-0000-0000-024	10.75
68	00301046	V68164533 SALARI, AFSANEH	02/03/21	MW 1313-9700-0-9653-0000-0000-001	86.05
68	00301047	V68164529 SALAZAR, CHRISTIAN	02/03/21	MW 1313-9700-0-9651-0000-0000-000	17.50
68	00301048	V68164546 SEGRAVES, JORDEN	02/03/21	MW 1313-9700-0-9653-0000-0000-006	78.40
68	00301049	V68164566 SHARABBA, MIN	02/03/21	MW 1313-9700-0-9653-0000-000-004	97.25
68	00301050	V68164569 SUAREZ, SUMMER	02/03/21	MW 1313-9700-0-9651-0000-000-000	32.50
68	00301051	V68164571 ULATE, ALEJANDRA	02/03/21	MW 1313-9700-0-9652-0000-0000-027	43.25
68	00301052	V68164534 WEST, DEBBIE	02/03/21	MW 1313-9700-0-9653-0000-0000-001	227.25
68	00301201	V68130403 DOMINOS PIZZA	02/09/21	MW 1313-5310-0-9519-0000-0000-000	11,811.00
68	00301202	V68141930 GALASSO'S BAKERY	02/09/21	MW 1313-5310-0-9519-0000-0000-000	2,300.97
68	00301203	V68114146 GOLD STAR FOODS INC	02/09/21	MW 1313-5310-0-9519-0000-0000-000	229,452.64
68	00301204	V68164590 HADDAD, JENNIFER	02/09/21	MW 1313-9700-0-9651-0000-0000-000	66.00
89 7	00301205	V68164597 HAKIMI, ABDUL JALIL	02/09/21	MW 1313-9700-0-9652-0000-0000-025	28.25
80 0 00	00301206	V68164583 HIRST, DARREN	02/09/21	MW 1313-9700-0-9651-0000-000-000	14.75
86 f 47	00301207	V68164584 LOPEZ, RICHARD	02/09/21	MW 1313-9700-0-9651-0000-0000-000	19.50
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1		Check Date Cancel Date Type	ate Type		Check Amount
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	THE PLATINUM PACKAGING GROUP	02/09/21	MM	1313-5310-0-9519-0000-000-000	3,337.32
V68130135 7	TRANSILWRAP COMPANY INC.	02/09/21	MM	1313-5310-0-9519-0000-0000-000	3,368.88
V68164616	ALAWI, FADI	02/10/21	MM	1313-9700-0-9652-0000-0000-028	166.50
V68123067	CALIFORNIA DEPT OF EDUCATION	02/10/21	MM	1313-5310-0-4715-0000-3700-000	684.00
V68164608 I	DEPENBROK, KRISTA	02/10/21	MM	1313-9700-0-9653-0000-000-006	26.00
V68158451 ]	FARMER BROTHER COFFEE	02/10/21	MM	1313-5310-0-4714-0000-3700-000	318.16
V68164610	GILL, AMADA	02/10/21	MM	1313-9700-0-9653-0000-000-004	26.50
V68164617	HART, RYAN	02/10/21	MW	1313-9700-0-9653-0000-000-004	32.35
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User: MXROSA - Mercedes Rosales port: BK3006: Consolidated Check I	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 45		Current Da Current Tin	Current Date: 02/22/2021 Current Time: 10:09:12
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Check Amount	239.30	155.64	204.69	39.40	96.75	39.75	46.25	20.50	62.00	21.60	397.50	738.09	64.80	100.00	24.25	30.50	. 45.33	25.40	32.00	44.50	26.00	45.50	27.50	37.50	50.30	584.83	18,904.00	99.25	100.00	49.50	33.60	7.84	Current Date: 02/22/2021 Current Time: 10:09:12
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from 1/26/2021 to 2/22/2021 Check Date Cancel Date Type	02/10/21	02/10/21	02/10/21	02/10/21	02/10/21	02/10/21	02/10/21	02/10/21	02/10/21	02/10/21	02/10/21	02/10/21	02/10/21	02/16/21	02/16/21	02/16/21	02/16/21	02/16/21	02/16/21	02/16/21	02/16/21	02/16/21	02/16/21	02/16/21	02/16/21	02/16/21	02/18/21	02/19/21	02/19/21	02/19/21	02/19/21	02/19/21	Page 46
from L Payee ID Payee Name	047	V68130047 HOLLANDIA DAIRY INC.	V68130047 HOLLANDIA DAIRY INC.	V68164614 HOLLEY, JULIE	V68164618 HULL, JILL	V68164615 JENSON, LESLIE	V68157812 Johnson, Amy	V68164619 KOCH, AMY	V68164611 LYONS, COLLEEN	V68164609 SALTZMAN, ALLISON	V68144966 THE PLATINUM PACKAGING GROUP	V68161180 THE TRANZONIC COMPANIES DBA	V68164607 TOBAR, JAVIER	V68164632 FERNANDES, CESAR IER VOLINO	V68164634 GOODWIN, JOSEPHINE	V68149000 JUNCAJ, EMILIO & LESLI	V68164627 KILROY, ANGIE	V68164633 KIM, STEVEN	V68164630 KIRKPATRICK, KENNY	V68164631 KOHLER, JULIE	V68164626 LENZINI, LAURIE	V68164628 LOCKLIEAR, PAM	V68164625 LULL, JODI	V68154358 MACDOUGALL, LINDSAY	V68164629 NALBACH, CRISTINA	V68155758 REFRIGERATION CONTROL COMPANY	V68151385 WATER WALKERS INC DBA HEAL TH-E	V68164646 AUSEMS, JUDSON	V68164646 AUSEMS, JUDSON	V68164638 AVAKIAN, LORI	V68157650 DIAZ, MARGARITA	V68157650 DIAZ, MARGARITA	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account
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<b>Check</b> Attachm Page 46	89 ent	2 <sup>89</sup> 54	68	68	68	68	68	68	68	68	68	68	68	8 EX	8 HI	8 811	89 7 #2	68	68	68	68	68	68	68	68	68	68	68	68	89 7	86 2 o:	8 6 473	3

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68	00301629	V68130403 DOMINOS PIZZA	02/19/21 MW	W 1313-5310-0-4711-0000-3700-033	178.25
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8 111	00301631	V68164651 KENNEDY, JILL	02/19/21 MW	W 1313-9700-0-9651-0000-0000-000	21.00
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68	00301635	V68164641 MOUNT-MING, ROBIN	02/19/21 MW	W 1313-9700-0-9653-0000-000-004	42.50
68	00301636	V68157460 NAKAMURA, HOWARD	02/19/21 MW	W 1313-9700-0-9653-0000-000-001	29.65
68	00301637	V68130063 OFFICE DEPOT	02/19/21 MW	W 1313-5310-0-4570-0000-3700-000	20.67
68	00301638	V68156481 OLIVER PRODUCTS	02/19/21 MW	W 1313-5310-0-4717-0000-3700-000	10,225.71
68	00301639	V68164637 PERRY, PAULA	02/19/21 MW	W 1313-9700-0-9653-0000-000-005	25.00
68	00301640	V68164654 PETERSEIL, GARY	02/19/21 MW	W 1313-9700-0-9653-0000-000-002	59.60
68	00301641	V68164642 PINTO, TRACY	02/19/21 MW	W 1313-9700-0-9653-0000-0000-005	43.65
68	00301642	V68130127 PLASTIC PACKAGE LLC	02/19/21 MW	W 1313-5310-0-4717-0000-3700-000	2,384.40
68	00301643	V68164655 PREASMYER, KARRIE	02/19/21 MW	W 1313-9700-0-9651-0000-0000-000	20.50
68	00301643	V68164655 PREASMYER, KARRIE	02/19/21 MW	W 1313-9700-0-9652-0000-0000-029	4.75
68	00301644	V68164648 REYNOLDS, BARRY	02/19/21 MW	W 1313-9700-0-9653-0000-000-006	31.25
89 7	00301645	V68164647 RICHARDSON, CHARLES	02/19/21 MW	W 1313-5310-0-9653-0000-000-005	28.00
8 3 o:	00301646	V68164650 RICHARSON, LEORA	02/19/21 MW	W 1313-9700-0-9653-0000-000-002	25.25
8 6 47:	00301647	V68164643 SHAVER, LISA	02/19/21 MW	W 1313-9700-0-9653-0000-0000-001	50.25
3	User: MXR	User: MXROSA - Mercedes Rosales	Page	Current Date: 02/22/202	: 02/22/2021
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Consolida	Payee ID Payee Name	V68160359 STERLING, KERI	V 08 104 030 SIEVENS, LISA V68 164652 STEWART STACEY		V68160041 WINTER, LESLI	SUBFUND 1313 Total:				
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# Consolidated Check Register w. Account from 1/26/2021 to 2/22/2021 **CAPISTRANO USD**

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89 ent of 5	<b>468</b> 00300687	V68158247	V68158247 JOHNSON CONTROLS FIRE PROTECTI	01/26/21 M	MW 1414-0000-0-5605-0000-8110-004	38,571.64
2 <sup>89</sup> 54	68 00300762	V68156841	V68156841 TMP SERVICES INC	01/27/21 M	MW 1414-0000-0-4405-0000-8110-001	4,105.96
68	68 00300762	V68156841	V68156841 TMP SERVICES INC	01/27/21 M	MW 1414-0000-0-4405-0000-8110-021	16,484.71
68	68 00300975	V68155176	V68155176 KITCHELL CEM	02/02/21 M	MW 1414-0000-0-5800-0000-8500-000	1,550.00
68	00300976	V68163588	V68163588 O'CONNELL ENGINEERING & CONSTR	02/02/21 M	MW 1414-0000-0-5605-0000-8110-003	79,800.00
68	00300977	V68163786	V68163786 WESTERN WATERPROOFING CO. OF A	02/02/21 M	MW 1414-0000-0-5605-0000-8110-006	5,250.00
68	00301109	V68049767	V68049767 BENS ASPHALT	02/04/21 M	MW 1414-0000-0-5605-0000-8110-002	43,227.25
68	00301416	V68141584	V68141584 WLC ARCHITECTS INC	02/12/21 M	MW 1414-0000-0-6210-0000-8500-004	24,999.06
		SUBFU	SUBFUND 1414 Total:			213,988.62

EXHIBIT #2

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	Check Amount	3,117.50 1,128.00	2,000.00 6,468.00 562.50	13,276.00
Account	0 2/22/2021 Check Date Cancel Date Tyne Account	5-0-5800-0000-8500-034 3-0-6290-0000-8500-015	MW 2525-9803-0-6210-0000-8500-015 MW 2525-9805-0-6210-0000-8500-034 MW 2525-9803-0-5800-0000-8500-000	
CAPISTRANO USD ted Check Register w. Account	ILOIII 1/20/2021 (0 2/22/2021 Check Date Ca	01/27/21 02/10/21	02/12/21 02/19/21 02/22/21	
CAPIST Consolidated Check	Pavee ID – Pavee Name	V68159940 CORINNE LOSKOT CONSULTING INC. V68160114 VITAL INSPECTION SERVICES INC.	V68141584 WLC ARCHITECTS INC V68164229 LPA INC. V68079541 SCHOOL FACILITY CONSULTANTS	SUBFUND 2525 Total:
	Attachn Page 5	19210200 89110200 9154 9154 9154	68 00301417 68 00301653 68 00301703	EXHIBIT #2

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Atta Pag	Atta Page		07/07/1 110.11	1707/77/2 01 1707/07/1 1110.11		
chm e 51	eck	Payee ID	Payee ID Payee Name	Check Date Cancel Date Type Account	ate Type Account	Check Amount
ent of 5	00300917	V68161298	V68161298 NEW DYNASTY CONSTRUCTION COMPA	02/01/21	MW 4040-9871-0-6200-0000-8500-004	657,637.90
2 <sup>89</sup> 54	68 00301053	V68066514	V68066514 NMG GEOTECHNICAL INC	02/03/21	MW 4040-9800-0-6290-0000-8500-024	2,068.60
68	68 00301053	V68066514	V68066514 NMG GEOTECHNICAL INC	02/03/21	MW 4040-9871-0-6290-0000-8500-004	2,996.40
68	68 00301054	V68102879	V68102879 US BANK	02/03/21	MW 4040-9801-0-5800-0000-8500-000	1,100.00
68	68 00301362	V68158105	V68158105 GREEN DINOSAUR INC	02/10/21	MW 4040-9800-0-5815-0000-8500-024	2,042.82
68	68 00301363	V68142564	V68142564 PAUL C MILLER CONSTRUCTION CO	02/10/21	MW 4040-9800-0-6200-0000-8500-024	430,570.29
68	00301364	V68161132	V68161132 SANDY PRINGLE ASSOCIATES INC.	02/10/21	MW 4040-9800-0-6290-0000-8500-024	15,200.00
68	00301365	V68159758	V68159758 TYR INC.	02/10/21	MW 4040-9871-0-6290-0000-8500-004	18,952.50
68	00301366	V68160114	V68160114 VITAL INSPECTION SERVICES INC.	02/10/21	MW 4040-9800-0-6290-0000-8500-050	1,128.00
68	00301418	V68143256	V68143256 DEPARTMENT OF GENERAL SERVICES	02/12/21	MW 4040-9800-0-6290-0000-8500-050	585.51
68	00301419	V68141584	V68141584 WLC ARCHITECTS INC	02/12/21	MW 4040-9800-0-6210-0000-8500-024	16,798.80
68	00301419	V68141584	V68141584 WLC ARCHITECTS INC	02/12/21	MW 4040-9800-0-6210-0000-8500-050	4,500.00
68	00301419	V68141584	V68141584 WLC ARCHITECTS INC	02/12/21	MW 4040-9871-0-6210-0000-8500-004	12,882.68
EXHIBIT		SUBFUI	SUBFUND 4040 Total:			1,166,463.50

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

	Check Amount	134,368.09 20,422.94 75.40 129,662.18 24,309.62	308,838.23
	ne Account	W       6768-0000-0-9516-0000-0000-000         W       6768-0000-0-5800-0000-6000-000         W       6768-0000-0-4500-0000-6000-000         W       6768-0000-0-9516-0000-6000-000         W       6768-0000-0-9516-0000-000	
CAPISTRANO USD Consolidated Check Register w. Account	IFOIII 1/20/2021 (0 2/22/2021 Check Date Cancel Date Tyne Account	01/28/21 01/28/21 01/28/21 01/28/21 01/28/21 01/29/21 0WW 02/19/21 0WW 02/19/21 0WW 02/19/21 0WW	
CA Consolidated	Pavee ID – Pavee Name	828 870 828 828 828 828	SUBFUND 6768 Total:
	ې Attachn Page 5	2 00300773 68 00300773 68 00300893 68 00301654 68 00301654	EXHIBIT #2

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

# Consolidated Check Register w. Account from 1/26/2021 to 2/22/2021 **CAPISTRANO USD**

chm e 53	check 53	Payee ID	Payee ID Payee Name	Check Date Cancel Date Type Account	Type Account	<b>Check Amount</b>
ent of 5	00300764	V68150703	V68150703 MEBA C/O	01/27/21	MW 6769-0000-0-5800-0000-6000-000	82,292.23
2 <sup>89</sup> 54	68 00300774	V68150703	V68150703 MEBA C/O	01/28/21	MW 6769-0000-0-5800-0000-6000-000	4,852,726.29
68	68 00300894	V68028870	V68028870 OFFICE DEPOT	01/29/21	MW 6769-0000-0-4500-0000-6000-000	75.41
68	68 00301055	V68159309	V68159309 ARTHUR J. GALLAGHER & CO. INSU	02/03/21	MW 6769-0000-0-5800-0000-6000-000	125.00
68	68 00301056	V68150703	V68150703 MEBA C/O	02/03/21	MW 6769-0000-0-5800-0000-6000-000	119,491.09
68	68 00301110	V68059949	V68059949 UNUM LIFE INSURANCE CO OF AMER	02/04/21	MW 6769-0000-0-5800-0000-6000-000	15,801.38
68	00301111	V68161467	V68161467 UNUM LIFE INSURANCE CO OF AMER	02/04/21	MW 6769-0000-0-5800-0000-6000-000	25,946.69
68	00301367	V68150703	V68150703 MEBA C/O	02/10/21	MW 6769-0000-0-5800-0000-6000-000	84,886.68
68	00301413	V68108171	V68108171 STROUD, KEITH R	02/11/21	MW 6769-0000-0-5800-0000-6000-000	301.00
68	00301500	V68150703	V68150703 MEBA C/O	02/17/21	MW 6769-0000-0-5800-0000-6000-000	98,192.33
68	00301587	V68108171	V68108171 STROUD, KEITH R	02/18/21	MW 6769-0000-0-5800-0000-6000-000	301.00
68	00301704	V68161097	V68161097 WEINSTEIN, MARYBEL	02/22/21	MW 6769-0000-0-8674-0000-000-000	237.72
EXH		SUBFUI	SUBFUND 6769 Total:			5,280,376.82

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	Check Amount 75.41 73,772.00 15,430.35	89,277.76 20,520,896.57	
Account	Check Date Cancel Date         Type         Account           01/29/21         MW         6770-0000-0-4500-0000-6000-000           02/10/21         MW         6770-0000-0-5450-0000-6000-000           02/16/21         MW         6770-0000-0-9516-0000-0000	Grand Total:	
CAPISTRANO USD ed Check Register w. A rom 1/26/2021 to 2/22/2021	Check Date Can 01/29/21 02/10/21 02/16/21		
CAPISTRANO USD Consolidated Check Register w. Account from 1/26/2021 to 2/22/2021	Payee IDPayee NameV68028870OFFICE DEPOTV68152720AMERICAN BANKERS INSURANCEV68151411CAPISTRANO USD	SUBFUND 6770 Total:	
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Page 54 User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account

•	ads/KFP-Qs/Piggyback Bids	
VENDOR	TITLE	CUSD BOARD APPROVAL DATE
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
Asphalt, Fabric & Engineering, Inc.	Bid No. 1920-07, Tesoro High School Turf and Sand Volleyball Court Project	4/29/2020
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
Blue Violet Networks, LLC	California Multiple Award Schedule (CMAS) Contract No. 3-16-84-0052A, Supplement No. 1 for Purchase and Warranty of Video Surveillance Hardware, Maintenance, Software and Software Maintenance as a Product	11/16/2016
Cal Building Systems	Bid No. 1819-11, Fire Alarm Inspection Services - Cal Building Systems, Time and Alarm Systems	3/13/2019
California School Boards Association	Government Meeting Management Software	4/25/2018
Cannon U.S.A, 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 Aqward 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

	Blus/RFP-Qs/Piggyback Blus	
VENDOR	TITLE	CUSD BOARD APPROVAL DATE
CDW Government, LLC	Irvine Unified School District Bid No. 19/20-01 IT, Technology Equipment and Peripherals	2/19/2020
CDW Government, LLC	RFP No. 2-2021, E-Rate Category 2	2/17/2021
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
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	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 Administratin Schedule No. GS-35F-0143R to Purchase Network Infrastructure Products - Convergeone, Incorporated	10/11/2018
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. AR615, California Participating Addendum No. 7-14- 70-15 for Data Communication Equipment and Services	5/23/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. AR626, California Participating Addendum No. 7-14- 70-11 for Data Communication Equipment and Services	5/23/2018

	BIDS/RFP-QS/PIggyDack BIDS	
VENDOR	TITLE	CUSD BOARD APPROVAL DATE
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. 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
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, Telecomunications Services (VOICE)	6/28/2017
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
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 N	
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
Dimension Data	RFP No. 1-1617, E-Rate Multiple Categories	5/25/2016
Dominos Pizza	RFP No. 4-1718, Fresh Daily, Pre-baked Ready to Serve Delivered Pizza Service	8/23/2017

	ds/RFP-Qs/Piggyback Bids		
VENDOR	TITLE	CUSD BOARD APPROVAL DATE	
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	
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	
Ganahl Lumber Company	County of Orange, OC Public Works, Contract No. MA- 080-18010280, Miscellaneous Building Supplies and Material, Maintenance and Repair of Structural, Mechanical, Electrical, Plumbing and Finishes of County Buildings	2/27/2019	
Ghatoade Bannon Architects	RFP No. 4-1617, Architectural Services	4/19/2017	
Gilbert & Stearns, Inc.	Bid No. 1617-07, Electrical, Fire Protection & Low Voltage Systems Service	12/14/2016	
Gold Star Foods	Bid No. 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	

	ius/KFF-Qs/Figgyback blus		
VENDOR	TITLE	CUSD BOARD APPROVAL DATE	
	Education Technology Joint Powers Authority Master		
Hoonuit, LLC	Contract	11/18/2020	
	RFP No. 8-161, Assessment Delivery and Data		
Illuminate Education, Inc.	Management System (ADDMS)	6/7/2017	
	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,		
Information and Non-Information	47QSWA18D0022, AND GS-07F-0326T, Information		
Technology Goods and Services - Various	and Non-Information Technology Goods and Services-		
Vendors	Various Vendors	1/24/2019	
	RFP No. 1-1819, Inspector of Record - Multiple	1/24/2017	
Inspector of Record - Multiple Vendors	Vendors	2/27/2019	
Investigative Services - Multiple Vendors	RFP No. 1-1920, Investigative Services	12/11/2019	
	Corona-Norco Unified School District Bid No.		
	2018/2019-023 - Just-In-Time Office & Classroom		
Just-In-Time	Supply	3/13/2019	
	Bid. No. 1819-17, Palisades Elementary School		
Keystone Builders, Inc.	Modernization Project	4/25/2019	
	State of California Multiple Award Schedule Contract		
	NO. 4-17-72-0057B, General Services Administration		
	Schedule No. GS-03F-102GA, Purchase, Warranty and		
KYA Services, LLC	Installation of Floor Covering and Related Products	1/24/2018	
	State of California Multiple Award Schedule Contract		
	NO. 4-18-78-0089A, General Services Administration		
	schedule NO. GS-07F-5560P, Purchase, Warranty and		
KYA Services, LLC	Installation of Sport Facility Flooring	6/20/2018	
	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		
KYA Services, LLC	Related Products	8/21/2019	

	Gas/RFP-Qs/Piggyback Blas		
VENDOR	TITLE	CUSD BOARD APPROVAL DATE	
	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		
KYA Services, LLC	Products	6/12/2019	
Liberty Paper	Anaheim Union High School District Bid No. 2016-09 - Multi-Purpose Copy Paper	4/27/2016	
Lopez Works, Inc.	Bid No. 1819-06, Parking Lot Sweeping Services	2/27/2019	
LPA, Inc	RFP No. 4-1617, Architectural Services	4/19/2017	
MGPA Architecture	RFP No. 4-1617, Architectural Services	4/19/2017	
Mohawk Commercial, Inc.	State of California Multiple Award Schedule Contract No. 4-18-00-0085B, General Services Administration Schedule No. 121715-MCD, Purchase, Warranty, and Installation of Floor Covering Products and Related Products	6/12/2019	
Mohawk Commercial, Inc.	State of California Multiple Award Schedule Contract No. 4-20-00-0085C, General Services Administration Schedule No. 080819-MCD, Purchase, Warranty, and Installation of Floor Covering Products and Related Products.	4/30/2020	
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-Informtaion Technology Goods and Services - Various Vendors	State of California Multiple Award Schedule Contract Nos. 4-18-23-0049A, 4-18-23-0049B, 4-18-51-0061A, 4-18-51-0061C, 4-18-56-0071A, 4-18-56-0071B, 4-18- 84-0063A, and 4-18-84-0063B, Non Information Technology Goods and Services - Various Vendors	4/25/2019	
Office Depot	Newport-Mesa Unified School District Bid No. 104-18, Office and School Supplies and Equipment	12/12/2018	

	Blds/RFP-Qs/Piggyback Blds	
VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Ohno Construction Company	Bid No. 1819-20, Capistrano Valley HighSchool Turf Replacement, Capistrano Valley High School Softball Scoreboard, and San Clemente High School Softball Scoreboard	6/12/2019
P&R Paper Supply Co.	Bid No. 1819-07, Paper and Plastic Products for Food and Nutrition Services	1/24/2019
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
PBK Architects	RFQ No. 4-1617, Architectural Services	4/19/2017
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
PJHM Architects, Inc.	RFP No. 4-1617, Architectural Services	4/19/2017
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
Progressive Design Playgrounds	California Multiple Award Schedule Contract No. 4-03- 78-0023A for Playground and Outdoor Equipment and Related Services State of California Multiple Award Schedule Contract	3/22/2017
Progressive Design Playgrounds	No. 4-03-78-0023A, General Services Aministration Schedule No. GS-07F-0542M, Purchase, Warranty, and Installation of Park and Playground Equipment, Turf and Acessories, and Other Outdoor Equipment and Related Services	2/19/2020

	Blus/RFP-Qs/Piggyback Blus	
VENDOR	TITLE	CUSD BOARD APPROVAL DATE
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
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

	ads/RFP-Qs/Piggyback_Bids	
VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Supply Solutions	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 Supplies And Accessories	11/18/2020
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
T-Mobile USA, Inc.	NASPO Valuepoint (Formerly Known As Western States Contracting Alliance) Contract No. 1907 For Technology Goods	3/25/2020
Val-Pro, Inc. dba Valley Fruit & Produce Co.	Bid No. 1617-05, Fresh Produce (Fruits & Vegetables) Produces and Services	9/28/2016
	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	
Vector Resources, Inc.	Services 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	12/14/2016
Vector Resources, Inc.	Resources, Incorporated	9/12/2018
	RFP No. 1-1718, E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-	
Vector USA	2018. Awarded Category 2	4/19/2017
Verne's Plumbing, Incorporated	Award Bid No. 2021-03, Plumbing Services	1/20/2021

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Waterline Technologies, Inc	Los Angeles Unified School District, Contract No. 4400006668, Swimming Pool Chemicals and Supplies	2/27/2019
Weathermore fine 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,	2/27/2010
Weatherproofing Technologies	and Installation of Roofing and Related Services	2/27/2019
West Coast Arborists, Inc.	Bid No. 1617-02, Tree Trimming Maintenance Service	1/25/2017
WLC Architect	RFP No. 4-1617 - Architectural Services	4/19/2017
Woodcliff Corporation	Bid No. 1819-18, Ambuehl Elementary School Renovation	5/22/2019
	State of California Contract No. 4-14-65-0028A, Non-	
Zoll Medical Corporation	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 2/22/21

2020-2021

Vendor Name	Total Dollar Amount
A Z BUS SALES INC	1,207,765.61
ADVANTAGE WEST INVESTMENT ENTERPRISES INC	617,626.74
ALC SCHOOLS LLC	277,980.00
AP EXAMS	311,121.00
ASCIP	3,618,057.31
ASPHALT FABRIC & ENGINEERING INC	320,049.43
ASTRA BUILDERS INC.	438,990.22
ATKINSON ANDELSON LOYA	863,783.43
BENS ASPHALT	881,101.00
CANON FINANCIAL SERVICES INC.	451,847.99
CAPISTRANO CONNECTIONS ACADEMY	16,155,948.00
CDWG Inc	5,004,131.13
CITY OF SAN JUAN CAPISTRANO	299,587.80
COLLEGE AND CAREER ADVANTAGE	1,272,000.00
COLLEGE BOARD	373,273.43
COMMUNITY ROOTS ACADEMY	3,017,851.00
CORVEL ENTERPRISE COMP INC	1,884,676.13
COUNTY OF ORANGE	257,823.87
CR&R INCORPORATED	271,325.60
CULVER-NEWLIN INC	849,332.99
CURRICULUM ASSOCIATES LLC	472,780.94
FERGUSON ENTERPRISES INC.	378,399.80
GOLD STAR FOODS INC	938,537.88
HERITAGE SCHOOLS INC	304,215.00
HOONUIT I LLC DBA DECISIONINSITE LLC	300,364.00
HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	512,682.82
INTERNATIONAL E-Z UP INC	256,975.03
JOURNEY CHARTER SCHOOL	2,350,045.00
MACMILLAN HOLDINGS LLC	975,450.68
MARDAN SCHOOL	513,207.63
	39,357,376.50
MOULTON NIGUEL WATER	315,610.17
	2,951,248.78
NEW HAVEN YOUTH & FAMILY NEW VISTA SCHOOL	253,411.56
	562,862.26
OCDE OCEANVIEW SCHOOL	255,000.00 393,539.09
OPPORTUNITY FOR LEARNING	5,884,318.12
ORANGE COUNTY ACADEMY OF	2,044,654.00
ORANGE COUNTY DEPT OF EDUC	2,885,595.63
OXFORD ACADEMY	3,237,571.00
P5 GRAPHICS AND DISPLAYS INC.	324,443.59
PAUL C MILLER CONSTRUCTION CO	2,536,407.42
PDPLAY	825,234.00
PORTVIEW PREPARATORY INC	613,017.64
RANCHO MISSION VIEJO COMPANY	35,346,912.19
SAN DIEGO GAS & ELECTRIC	4,307,539.56
SANTA MARGARITA WATER	292,487.65
SILVER CREEK INDUSTRIES INC	664,180.87

SO CA GAS CO SOUTHERN CALIFORNIA EDISON	307,598.77 798,986.53
SOUTHWEST SCHOOL & OFFICE SUPPLY	575,907.61
STRATEGIC KIDS LLC	825,152.00
TELACU CONSTRUCTION MANAGEMENT INC.	743,940.00
THERAPY TRAVELERS LLC	353,422.80
US BANK	1,014,946.25
US BANK	3,320,185.85
US BANK NATIONAL ASSOCIATION	1,278,859.59
WEST COAST ARBORISTS INC.	293,935.00
WLC ARCHITECTS INC	395,401.25
YMCA OF ORANGE COUNTY	509,855.99

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Clark Hampton, Deputy Superintendent, Business and Support Services Lynh Rust, Executive Director, Contracts and Purchasing
Date:	March 17, 2021
Board Item:	Independent Contractor, Professional Services, Field Service and Master Contract Agreements

#### **HISTORY**

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

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

#### **BACKGROUND INFORMATION**

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

#### **CURRENT CONSIDERATIONS**

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

#### FINANCIAL IMPLICATIONS

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

Page 1 of 2

EXHIBIT #3

#### **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

# MARCH 17, 2021 BOARD MEETING DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

	eements					
TYPE CONTR	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
PSA	2021197	Special Education	Speech Bananas, Incorporated	Provide speech and language assessment and independent educational evaluations of District students as determined by District staff	2-1-21 to 6-30-21	\$3,000.00
PSA	2021198	Special Education & Medi-cal	Jenny Lynn Ponzuric dba Ponzuric Learning Solutions	Provide training to school psychologist and consult as requested by District administrative staff	2-1-21 to 6-30-21	\$4,500.00
PSA	2021199	Deferred Maintenance	NMG Geotechnical, Incorporated	Provide evaluation of slope adjacent to Via Escolar for Capistrano Valley High School	2-1-21 to 6-30-21	\$4,500.00
ICA	2021200	Routine Repair & General Maintenance	South Coast Fire Protection, Incorporated	Provide hood systems and fire extinguishers inspection and repair service Districtwide	7-1-20 to 6-30-21	\$30,000.00
ICA	2021201	Routine Repair & General Maintenance	Vertical Transport, Incoporated	Provide inspection, maintenance, and repairs to elevators and lifts Districtwide	3-1-21 to 6-30-21	\$38,460.00
MAAS	PA6	Developer Fees	PBK-WLC	Provide architectural and engineering services for the New Portables Project at the former CCA site in San Juan Capistrano	3-1-21 to 12-31-21	\$60,858.00

\$141,318.00

DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS MARCH 17, 2021 BOARD MEETING

	ESTIMATED EXPENDITURES	\$2,700.00	\$59,999.60	\$30,000.00		\$10,000.00
	JUSTIFICATION	Increase contract value from \$215,000 to \$217,700	Incorporate additional services and increase contract value from \$107,735.40 to \$167,735	Increase contract value from \$24,000 to \$54,000	Replace rate sheet Exhibit A- 1 with revised Exhibit A-2 rate sheet	Increase contract value from \$10,000 to \$20,000
	SERVICES	Provide news site creation and support, crisis communications and social media consulting, press release, media relations, and internal communications assistance, community relations support, and government relations activity support services	Provide materials testing and specialty inspection services for the Aliso Niguel High School STEM building project	Provide independent educational evaluation in the area of psychoeducational assessment, educational related mental health assessments, functional behavior assessments, and neuropsychological assessments for District students as requested by administrative staff	Dak Grove Institute Foundation Incorporated Provide general education programs, special education instruction, dba Oak Grove Center residential and mental health services	Provide independent educational evaluations (IEE) in the area of functional behavior assessment
	VENDOR	Cornerstone Communications	Ninyo & Moore Geotechnical & Environmental Sciences Consultants	] Crystal Bejarano dba Connect4Kids Psychological Services, Incorporated	Oak Grove Institute Foundation Incorporated 1 dba Oak Grove Center	Autism Behavior Services, Incorporated
	FUNDING SOURCE	General Fund	CFD 87-1	Special Education	Special Education	Special Education
nts	CONTRACT NO.	1819215	1920220	2021014	2021113	2021180
<b>Amendments</b> base 5 of	TYPE	PSA	PSA	PSA	MCA	PSA
Page 2 of	2			FYH	IBIT #3	

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

\* 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.

\$102,699.60



# PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("<u>Agreement</u>") is effective as of **March 18, 2021** ("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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

# SPEECH BANANAS, 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:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. 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.

<u>Term of Agreement</u>. The term of this base Agreement is for **February 1, 2021 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 A	pproval Date : March 17, 2021

#### Contractor

Signature:	
Name:	Jennifer Reeder
Title:	Director
Address:	3840 Woodruff Avenue, #211
	Long Beach, CA 90808
Email Address:	jreeder@speechbananas.com

# EXHIBIT A



#### 2020-2021 School Year

#### Auditory-Verbal Assessment and Independent Educational Evaluation (IEE)

- Full formal and Informal assessment(s) of auditory, speech (phonetic and phonologic), and language skills (receptive and expressive) through the spoken language modality
- Full Report & Consultation with parent including present levels of functioning in each of the above areas
- \$1000.00 Assessment, analysis and formal report, and up to 90 minute participation in IEP via teleconference (unless otherwise specified)
- Classroom Observation and documentation are an additional \$300.00 (Total \$1300.00)

#### Speech and Language Assessment and Independent Educational Evaluation (IEE)

- Full formal and Informal assessment(s) of speech (phonetic and phonologic), and language skills (receptive and expressive)
- Full Report & Consultation with parent including present levels of functioning in each of the above areas
- \$925.00 Assessment, analysis and formal report, and up to 90 minute participation in IEP via teleconference (unless otherwise specified)
- Classroom Observation and documentation are an additional \$250.00 (Total \$1175.00)

#### Auditory-Verbal Therapy

- · Focus on development of auditory skill development to maximize use of cochlear implant(s)/hearing aid(s)
- Development of speech and language through audition
- Parents and/or guardians are the primary facilitators of listening and spoken language development
- Parents/guardians are expected to work on current goals outside of each session with emphasis on appropriate listening environments
- Individual/Teletherapy Sessions \$150 per 60 minutes and \$225 per 90 minutes
- Progress reports, annual assessment and/or goals a charge of \$150.00

#### Speech and Language Therapy

- Parents and/or guardians are the primary facilitators of spoken language development and are expected to work on current goals outside of each session
- Individual/Teletherapy Sessions \$125.00 per 60 minutes, Individual \$150.00 per 60 minute session at school site, Group \$60.00 per 60 minutes
- Progress reports, annual assessment and/or goals a charge of \$150.00

#### Mainstream In-services, Consultations, and Collaboration

- Education regarding hearing loss, cochlear implants/hearing aids, speech and language development
- Strategies to enhance access to auditory, speech, spoken language information in the classroom
- Carryover of child's goals to classroom, therapy, and home setting
- Consultation regarding current levels of functioning and most appropriate services
- \$150.00 per hour

# **IEP Meetings**

• Attendance at annual IFSP or IEP will be billed at \$150 per hour and will take place via teleconference (unless otherwise specified)

Jenny Regnery Reeder, M.S. CCC-SLP, LSLS, Cert. AVT Email: jreeder@speechbananas.com, Phone: 562-354-6043, Fax: 562-252-4819

Speech Bananas, www.speechbananas.com





# PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("<u>Agreement</u>") is effective as of **March 18, 2021** ("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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

# JENNY LYNN PONZURIC dba PONZURIC LEARNING SOLUTIONS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$4,500.00** in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. The term of this base Agreement is for **February 1, 2021 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 A	pproval Date : March 17, 2021

#### Contractor

Signature:	
Name:	Jenny Lynn Ponzuric
Title:	Licensed Educational Psychologist
Address:	PO Box 5643
	Chatsworth, CA 91313
Email Address:	jennyponzuric@gmail.com

EXHIBIT A

# 2020-2021 RATE SHEET

# PONZURIC LEARNING SOLUTIONS

(JENNY LYNN PONZURIC)

# PO BOX 5643

# CHATSWORTH, CA 91313

# 818-481-6089

JENNYPONZURIC@GMAIL.COM

VIRTUAL ½ DAY TRAINING = \$850.00 VIRTUAL FULL DAY TRAINING = \$1200.00 CONSULTATION FEE = \$125.00 PER HOUR

Description of Trainings: Legally defensible reports re: Dyslexia for target audience school psychologist.



# **PROFESSIONAL SERVICES MASTER AGREEMENT**

This Agreement for Professional Services ("<u>Agreement</u>") is effective as of **March 18, 2021** ("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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

# **NMG GEOTECHNICAL, 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 "<u>Consulting Services</u>");

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$4,500.00** in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. The term of this base Agreement is for February 1, 2021 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.

<u>Additional Terms</u>. 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 A	pproval Date : March 17, 2021

## Contractor

EXHIBIT A



February 16, 2021

Project No. 21016-01

To:	Capistrano Unified School District
	33122 Valle Road
	San Juan Capistrano, California 92675

Attention: Mr. John Forney

Subject: Proposal for Evaluation of Slope Adjacent to Via Escolar, Capistrano Valley High School, City of Mission Viejo, California

At your request, NMG Geotechnical, Inc. (NMG) is pleased to present this proposal for geotechnical evaluation and background review of the existing slope adjacent to the terminus of Via Escolar at the lower parking lot of Capistrano Valley High School (CVHS).

Our scope of our services will include:

- A site reconnaissance to review/document the existing slope conditions, background review of published geologic maps, historic aerial photograph review, and compilation of prior data performed by NMG; and
- Preparation of a letter report summarizing our findings.

The requested budget for the above-summarized services is \$4,500.

If you have any questions regarding this proposal, please contact our office. We appreciate the opportunity to provide our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.

Unde

Lynne Yost, CEG 2317 Principal Geologist

LY/je

Distribution: (1) Addressee (E-Mail) (1) Ms. Amy Strange, Capistrano Unified School District (E-Mail)



# INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement</u>") is effective as of **March 18, 2021** ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

# SOUTH COAST FIRE PROTECTION, 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:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses.</u> 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: **\$30,000.00** in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. The term of this base Agreement is from **July 01, 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.

<u>Additional Terms.</u> 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 Dire	ctor, Contracts & Purchasing
Board A	pproval Date :	March 17, 2021

# Contractor

Signature:	
Name:	Eric Johnson
Title:	President
Address:	1908 S. El Camino Real
	San Clemente, CA 92672
Email Address:	eric@socofire.com

Exhibit A



O: (949) 493-4604 | 1908 S El Camino Real, San Clemente, CA 92672 Socofire.com

DATE: February 18, 2021 PROPOSAL SUBMITTED TO: Capistrano Unified School District ADDRESS: 32972 Calle Perfecto, San Juan Capistrano, CA 92675 ATTN: Sonia Le Tourneau EMAIL: siletourneau@capousd.org

# The following proposal is for annual fire extinguisher and semi-annual kitchen fire suppression service and maintenance throughout the district:

# ANNUAL FIRE EXTINGUISHER:

- ~ Maintenance, Certification & Tagging \$6.00 per extinguisher
- ~ 6-year tear down, as necessary \$9.00 per extinguisher
- ~ Hydrostatic testing, as necessary \$11.00 per extinguisher
- ~ Parts, as needed, range between \$8.50 to \$12.50 plus tax each

# SEMI-ANNUAL KITCHEN FIRE SUPPRESSION:

- Semi-annual hood system testing, to include system function tests performed on fire suppression systems that cover hoods and ducts every six (6) months in cafeteria kitchens, as required by law. Price includes service call, labor and fuse links @ \$125.00 per system.
- ~ Additional labor or material, if needed, will be submitted in writing by separate proposal.
- ~ Emergency and after-hours work will be billed at \$150.00 per hour plus parts and materials.

Prices exclude drywall repairs, ceiling tiles, monitoring system, any electrical wiring and conduit, plans, permits and fees, and/or any repairs to existing systems beyond the scope of work stated in this proposal.

Payment to be made upon completion of work.

Prices subject to change upon written notice.

*ACCEPTANCE OF PROPOSAL* – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. By signing this proposal, this proposal becomes a binding contract.

Date of acceptance:\_\_\_\_\_

Authorized signature:

Printed Name:\_



# INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement</u>") is effective as of **March 18, 2021** ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

# VERTICAL TRANSPORT, 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:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses.</u> 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: **\$38,460.00** in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. The term of this base Agreement is from **March 1, 2021 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 : March 17, 2021

# Contractor

Signature:	
Name:	Barbara Silvers
Title:	General Manager
Address:	PO Box 2443
	Mission Viejo, CA 92690
Email Address:	bsilvers@verticaltransport.net

CUSD INDEPENDENT CONTRACTOR AGREEMENT CAPISTRANO UNIFIED SCHOOL DISTRICT EXHIBIT #3 Page 1 of 8

# EXHIBIT A



February 19, 2021

Mr. Ted Norman Director, Maintenance & Operations Capistrano Unified School District TMNORMAN@capousd.org

Dear Ted,

Vertical Transport Inc. is pleased to present a proposal to service the elevators & lifts through June 30th, 2021.

Vertical Transport mechanics are all full time employees and have many years of experience in addition to being licensed and background checked. Our experience with school districts, specifically Capistrano Unified, allows us to respond quickly and effectively to any requests. We have the history of each of the elevators and WC lifts and guarantee same day response for trouble calls - most of the time within one hour of the trouble call. Based on our experience with your school district, we feel we can continue to bring you the high level of service and expertise you have grown to expect.

The scope of work would be to inspect the elevators and wheelchair lifts and make any necessary adjustments to ensure they are safe and up to code. We will alert you of issues we have found that need to be addressed immediately or in the near future. After the initial inspections and repairs, we will continue to service the elevators monthly and wheelchairs semi annually until June 30th, or further notice from you.

We understand the challenges of this time and our mechanics have been educated to take all necessary precautions and to stay home if they or a family member show any signs of illness. Our mechanics all have been provided with masks, sanitizer, etc and will follow any and all precautions when at any of the schools.

If you have any questions, please do not hesitate to contact me. Once we receive approval, we can immediately begin working on the elevators and lifts.

Sincerely, Barbara Silvers 949-348-2355 ext 22 <u>bsilvers@verticaltransport.net</u> c11 890148 CQCC: 07-012846 DIR#: 1000004034



**Vertical Transport, Inc.** (hereinafter referred to as the Company) proposes to furnish Preventative Maintenance to **Capistrano Unified School District**, (hereinafter referred to as the Purchaser).

## **EXTENT OF COVERAGE**

Adjust and inspect all equipment and examine safety devices. Furnish consumable supplies such as rags, cleaning materials, solvents, rope preservatives, oil, grease, and other lubricants. Clean and lubricate the equipment as required.

# WORK EXCLUDED

This contract does not include the furnishing of replacement parts or materials of any kind, whether the need for replacement is due to wear and tear, abuse or other causes. Neither does it include labor for major adjustments, repairs of any kind, nor replacement of parts, except those furnished under any parts warranty which might still be in effect on equipment installed by the Company.

Work hereunder shall be performed during regular time, i.e. 7:00 AM to 3:30 PM, Monday through Friday, except for national holidays and those recognized by Vertical Transport.

Any periodic safety tests/Preliminary Orders required by applicable law or codes are not included under this Agreement, but will be performed by us upon request from you and will be billed at our billing rates. We shall not be responsible for any inspection fees, license fees, certificate fees or witness fees for any testing of equipment which may be required by governmental or other authorities.

The purchaser assumes the responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such code violations or other outstanding safety violations are not corrected in accordance with this Contract. Vertical Transport Inc. may cancel this contract by providing thirty (30) days written notice.

If the equipment has firefighter's service, the purchaser assumes responsibility for performing and keeping a record of any code required tests and for the maintenance and functioning of the smoke and/or heat detectors. If during the initial firefighter's service test any elevator firefighter's service is found to be inoperable, the building is responsible for all of the costs associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

Cleaning, adjustments, parts and repairs, which are not specifically included herein, are excluded. Such additional work, when necessary, and authorized by you, shall be performed at our regular billing rates for material and labor including travel time and expenses.

#### EXTENT OF RESPONSIBILITY

Nothing in this agreement shall be construed to mean that the Company assumes any liability on account of accidents to persons or property except those directly and solely due to negligent



acts of the Company or its employees, and the Purchaser's own responsibility for accidents to persons or properties while riding on, or being on or about the aforesaid equipment is in no way affected by this agreement. It is agreed that when not working in, about or on the aforesaid equipment, the Company does not assume the management or control thereof. At any time, the Company's service man is servicing the equipment, the Company is asserting possession and control only over the specific component being serviced at any given moment, and possession and control of the remainder of the equipment shall remain with the Purchaser. The Company shall not be responsible for any situation that may occur that cannot be revealed by the ordinary inspection methods offered with this service, such as checking the leveling of cars at landings, erratic operation of car and/or shaft doors and/or their locking devices, etc.

The Company shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control. In no event shall the Company be liable for consequential damages. No work, service or liability on the part of the Company, other than that specifically mentioned herein is included or intended. The Purchaser agrees that the Company, in performing work under this contract, shall be bestowing its skill and services necessary for the proper maintenance of the elevator(s) at the aforementioned job site only. The Purchaser will indemnify and hold the Company harmless for losses due to personal injury or property damage to the extent caused by the Purchasers negligent acts or omissions. If any of the vertical lift equipment should be serviced and/or repaired by someone not employed by company, Vertical Transport is not responsible for any damage, accidents, or liability.

The Purchaser agrees to give the Company written notice within twenty four hours of any accident, or change affecting the equipment, to not permit others to make changes, adjustments, additions, repairs or replacements to the equipment; to discontinue the equipment from service immediately when or if it becomes unsafe or operates in a manner which might cause injury to a user thereof; and to maintain surveillance of the equipment for such purposes. In the event of any default by the Purchaser, Purchaser agrees to pay reasonable attorney fees and/or court costs incurred by the Company in connection with any legal services rendered for the purpose of preserving or enforcing its rights under this contract.

# **TROUBLE CALL ANSWERING SERVICE**

Purchaser understands that the contract does not include the answering of trouble calls, but that such trouble call answering service is available from the Company on a 24-hour-a-day basis, each call being billed separately at the Company's standard billing rates for regular time and overtime. The Purchaser agrees to pay such billings in addition to the compensation set forth herein.

# **TERMS OF AGREEMENT**

This agreement shall be for initial inspections on all the equipment for safety and to confirm that the equipment meets all required codes. After the initial inspection, monthly service on elevators will be provided through June 30th, 2021. Both the Purchaser and the Company may terminate this agreement by giving thirty (30) days written notice. The Company may, if payments are not made in accordance with the terms thereof, or if there be any other default on the part of the purchaser, terminate at will. All such notice on both parts shall be made by registered mail.



Purchaser will indemnify and hold the Company harmless for losses due to personal injury or property damage to the extent caused your Purchasers negligent acts or omissions.

# **COMPENSATION**

The initial inspection/repair of the elevators will be billed the hourly rate. The price for the ongoing service as stated herein shall be:

Monthly Elevator service: \$135 per elevator, pre billed quarterly. Includes fire recall, phone monitoring, and maintenance

Semi Annual lift service: \$155 per lift, billed semi annually

The majority of the elevators are required by code to have fire recall checked monthly. As part of the service, our mechanics will perform fire recall and monthly elevator service.

# **Billable Rate:**

For the initial service/repair and any repairs or service performed will be billed at the hourly rates. Requests for repairs or trouble call response outside of normal working hours will be charged Vertical Transport Inc. billable rates. Please note that these are discounted rates established for the school district and are considerably lower that industry standard rates:

- Straight Time Man Hr: <u>\$225.00</u> (during normal business hours)
- Straight Time Crew rate (Mechanic and helper -if needed): \$435 hour
- Travel rate for trouble calls:\$115 (flat rate) During normal business hours.
- Preliminary Orders hourly rate
- 5 year weight/load test \$1200
- Parts mark-up 25%
- Elevator phone monitoring included at no charge with service agreement. Without agreement it is \$10 mth/per phone.

Company shall put priority on service repairs from the customer at the discounted billing rate listed in the agreement. Any request for hours outside of normal working hours will be charged at Vertical Transports overtime rate.

# ENTIRE AGREEMENT

This document shall become a valid contract only when accepted by the Purchaser, and subsequently by an Authorized Agent of the Company, and shall constitute the entire agreement between the parties. All representations on which this contract is based have been expressly set out in this agreement. No agent, representative or employee of the Company shall have the authority to waive any provision of the document.

Accepted:	Feel M. Norman	<b></b>	
·	Print Legal Name of Purchase	er	
ву:	Signature	Date:	2/19/21



Name of Company: Capistrano Unified School District

Project or PO#: \_\_\_\_\_

Accepted for Vertical Transport :

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



Semi annual lift service (April 2021)	· · · · · · · · · · · · · · · · · · ·					\$155.00				\$155.00			\$155.00	\$155.00				\$155.00				\$155.00	\$155.00		\$155.00										
Monthly elevator service (April-June)	\$405.00	20.00	\$405.00	\$405.00	\$405.00		\$405.00	\$405.00	\$405.00		\$405.00	\$405.00			\$405.00	\$405.00	\$405.00		\$405.00	\$405.00	\$405.00	1		\$405.00		\$405.00	\$405.00	\$0.00	\$405.00	\$405.00	\$405.00	\$405.00	\$405.00	\$405.00	\$405.00
Initial inspection rate (March 2021)	\$225.00	<b>\$</b> 0.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$0.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
CAPACITY	2500		2500	2500	2500	750	2000	3000			2500	2500			2500	4500	2500		3500	2500	2500	750	750	2500	750	2500	2500		2500	2500	3000	2500	3500	3500	2500
STOPS/ OPENS	2-2	2-2	2-2	2-2	2-2	2-1F,1R	2-2	2-2			2-2	2-2			2-2	2-2	2-2	2-1F,1R	2-2	2-2	2-2	2-1F,1R	2-1F,1R	2-2	3-3	2-2	2-2	2-2	2-2	2-2	2-2	2-2	2-2	2-2	4-4
YEAR INSTALLED	1994	2021	2005	2006	2006	2007	1977	2007			2007	2002			2006	2006	2002		2003		1999					2003	2007	2021	2002			2000	2007	2007	2008
TYPE OF UNIT	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Residential/Chairlift	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Residential/Chairlift	Hydraulic/Passenger	Hydraulic/Passenger	Residential/Chairlift	Residential/Chairlift	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Residential/Chairlift	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Residential/Chairlift	Residential/Chairlift	Hydraulic/Passenger	Residential/Chairlift	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger	Hydraulic/Passenger
MANUFACTURER	ThyssenKrupp	Anticipated completion fall 2021	T.L. Shields	T.L. Shields	T.L. Shields	Wheel-O-Vator	U.S. Elevator	T.L. Shields			T.L. Shields	T.L. Shields			Schindler	Schindler	T.L. Shields		ThyssenKrupp		T.L. Shields			της	9999 (2110) 11 (2010)(111) 111) 1100) 1 (110) 1100 (110)	T.L. Shields	T.L. Shields	Anticipated completion fall 2021	T.L. Shields	T.L. Shields	T.L. Shields Model 3000G	T.L. Shields	ThyssenKrupp	ThyssenKrupp	ThyssenKrupp
BUILDING NAME	Teacher Lounge Area	STEAM	#1 Bldg. 200	#2 Bldg. 300	#3 Bldg. 400	#4 MPR/Auditorium	#1 Library	#2 Modular Bldg. M	THEATER	THEATER	#1 Modular Bldg. 800A	#2 Modular Bldg. 800B	GYM?	GYM?	#1 Lobby	#2 Lobby	Modular Bldg. 800	MPR/Auditorium	#1 Library	#2 Teacher Lounge	Modular Bldg. J-100 & J-200	#1 Library	#2 MPR/Auditorium	#1 Modular Bldg. 100	#2 MPR/Auditorium	#1 Bldg. 200	#2 Bldg. 300	STEAM	P-1 to P-16 Modular Bldg.	P-28 to P-40 Modular Bldg	Bidg 1000	Modular Bldg. 300	#1 Bldg. A	#2 Bldg. B	#3 Theater Passenger (Bldg. F)
SITE	ANHS	ANHS	ARROYO K8	ARROYO K8	ARROYO K8	ARROYO K8	CVHS	CVHS	CVHS	CVHS	SHHQ	DHHS	SHHQ	SHHQ	DISTRICT OFC	DISTRICT OFC	DJAMS	GEORGE WHITE	LADERA	LADERA	LFMS	LOBO	LOBO	MARBLEHEAD	MARBLEHEAD	NEWHART	NEWHART	NEWHART	SCHS	SCHS	SCHS	SHORECLIFFS	SHHſS	SHHS	SHHRS

2-2     \$225.00     \$155.00       2-2     2100     \$225.00     \$405.00       2-2     3000     \$225.00     \$405.00       2-1F,IR     \$225.00     \$405.00       2-1F,IR     \$225.00     \$155.00       2-1F,IR     \$235.00     \$155.00       2-1F,IR     \$234.60.00     \$155.00       2-1F,IR     \$32,460.00     \$15,000.00
\$12,150.00

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

This Project Addendum to Agreement for Architectural Services ("Addendum") is made as of March 19, 2020, and forms a part of the Agreement for Architectural Services between Capistrano Unified School District, a California public school district ("District") and PBK-WLC ("Architect") (collectively "Parties") dated on or about April 17, 2017 ("Agreement"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("Project"):

Architectural and engineering services for the New Portables Project at the former CCA site in San Juan Capistrano, located at 31642 El Camino Real, San Juan Capistrano, Ca. 92675, as further described in the Project Scope attached hereto as Exhibit "A".

The scope of work may include, but is not limited to the following, plus the following assumptions: Provide architectural and engineering services for the New Portables Project at the former CCA site in San Juan Capistrano.

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

# Article 3. Architect Staff

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

Principal in Charge: Principal: Project Director: Project Architect:

Bruce Ou		
Jose Videla		

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

Electrical:	
Mechanical:	
Structural:	
Civil:	
Landscape:	
Food Service:	
Acoustics (Optional):	
Estimating:	
Other:	

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

PROJECT ADDENDUM – AGREEMENT FOR ARCHITECTURAL SERVICES Page 1 Capistrano USD & PBK-WLC Architectural and engineering services for the New Portables Project at the former CCA site in San Juan Capistrano

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

# Article 4. Schedule of Services

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

#### Article 6. Fee and Method of Payment

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

An amount not to exceed <u>sixty thousand eight hundred fifty eight dollars</u> (\$60,858.00). The Fee is based on <u>12.5%</u> of

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

#### [OR]

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

#### [OR]

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

PROJECT ADDENDUM – AGREEMENT FOR ARCHITECTURAL SERVICES Capistrano USD & PBK-WLC Architectural and engineering services for the New Portables Project at the former CCA site in San Juan Capistrano Development Phase. At that time, the Parties shall set the Fee as a fixed fee based on the Construction Cost Budget at that time. [USE THIS LANGUAGE ONLY WHEN YOU WANT TO FIX THE FEE AT A SPECIFIC POINT IN THE DESIGN PROCESS—HERE IT IS SET AT THE END OF DESIGN DEVELOPMENT. DO NOT USE THIS LANGUAGE IN INSTANCES WHEN YOU ARE PAYING A PERCENTAGE OF THE CONSTRUCTION COST BUDGET THROUGH COMPLETION, INCLUDING CHANGE ORDERS.]

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

# Exhibit "A," Section I (MEETINGS / SITE VISITS / WORKSHOP)

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

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

#### Exhibit "B," Section K (CRITERIA AND BILLING FOR EXTRA SERVICES)

Replace Section 10. with the following:

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

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

PROJECT ADDENDUM – AGREEMENT FOR ARCHITECTURAL SERVICES Capistrano USD & PBK-WLC Architectural and

Architectural and engineering services for the New Portables Project at the former CCA site in San Juan Capistrano

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

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

## Exhibit "C" (SCHEDULE OF WORK)

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

Phase	Date to be Completed or Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
Pre- Design/Architectural Program Development Phase:	1 days
For Schematic Design Phase:	7 days
For Design Development Phase:	7 days
For Construction Documents Phase:	30 days
For Bidding Phase:	30 days
For Construction Administration Phase:	90 days
For Close Out:	October, 2021

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

Dated: March 1	17, 2021	Dated:	, 20
Capistrano Unifi	ed School District	PBK-WLC	
Ву:		Ву:	
Print Name:	Lynh N. Rust	Print Name:	Bruce Ou
Print Title:	Executive Director, Contracts & <u>Purchasing</u>	Print Title:	Principal

PROJECT ADDENDUM – AGREEMENT FOR ARCHITECTURAL SERVICES Capistrano USD & PBK-WLC Architectural and engineering services for the New Portables Project at the former CCA site in San Juan Capistrano



8163 Rochester Avenue Suite 100 Rancho Cucamonga, CA 91730 P. +1 909-987-0909 PBK-WLC.com

March 8, 2021

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

Re: Architectural / Engineering Fee Proposal Portables Addition

Dear John:

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

## Scope of Work:

PBK-WLC will assist the District with the following:

- 1. Field verify existing conditions
- 2. Prepare Construction Documents
- 3. Obtain DSA Approval
- 4. Prepare Bid Documents
- 5. Provide construction administration

#### **Excluded Services:**

- 1. Plan Check Fees
- 2. Fire Hydrant Flow Testing
- 3. Geotechnical Investigations
- 4. Hazardous Materials Studies and Reports
- 5. SWPPP and WQMD Studies



Mr. John G. Forney Architectural / Engineering Fee Proposal Portables Addition March 8, 2021 Page 2

# **Contract Format:**

Extension of the District's Owner-Architect Agreement.

# Proposed Compensation:

# Fee Proposal for New Portables Addition

PBK-WLC proposes to provide the architectural services described above for the Portables Addition Project for a fixed fee of \$50,000.00.

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

• Portables Addition Estimates

# Reimbursable Expenses:

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

## **Project Schedule:**

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

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

Sincerely,

BRUCE OU Architect, AIA NCARB, LEED™ AP Principal

BO:gs/21022-mkt

Attachments: Portables Addition Estimates

cc: Jose A. Videla, AIA, NCARB, Managing Principal, PBK-WLC Stephanie Quintero, Director of Accounting, PBK-WLC

# EXHIBIT D







# NEW PORTABLES ADDITION

			M	arch 8, 2021		
		Percent				ited OPSC
ESTIMATED CONSTRUCTION (HARD) COSTS	Factor	Project	Budg	eted Amount	FU	nding
ESTIMATED CONSTRUCTION (HARD) COSTS						
(N) Modular Classroom Buildings			\$	215,000		
Electrical Panel and connection			\$	40,000		
Low Voltage (Phone,Data, Security)			\$	20,000		
						e Grants
Subtotal:			\$	275,000	Ş	-
Contingency ADA + FLS upgrade			\$	50,000	\$	-
Demo + Prep + Site Work Subtotal:			\$ ¢	60,000 <b>110,000</b>	\$	-
Available for Construction (Prime Contractor Bids)		54.8%	ç	385,000	S	
Construction Estimate Contingency	10.0%	J4.0/0	ç	38,500	ې	
Subtotal:	10.070	60.3%	Ş	423,500		
GC's General Conditions Costs	8.0%	00.070	\$	30,800		
Subtotal:		64.6%	\$	454,300		
GC's Fees	5.0%		-	\$19,250		
BID CONTINGENCY (Escalation)	2.0%		\$	9,471		
				100.001		
TOTAL ESTIMATED CONSTRUCTION COST:		<b>68.7</b> %	\$	483,021		
ESTIMATED PROJECT (SOFT) COSTS						
Site Surveys / Topos	lump sum		\$	10,000	\$	_
Site Geotech / Soil Borings	lump sum		Ψ	10,000	\$	-
Furniture, Fixtures, Equipment (FFE) Allowance	lump sum		\$	-	\$	-
Architect/Engineer Fees	lump sum		\$	50,000		
CM's Fee	20.70%		\$	100,000		
DSA Plancheck Fees	1.65%		\$	7,970		
CDE Project Review Fees	0.07%		\$	-		
DTSC/HAZMAT Environmental Consultant/Fees	0.35%		\$	-	\$	-
CEQA Consultant	1.00%		\$	-		
Utility City/County Fees & Inspections DSA Inspector of Record	lump sum lump sum		¢	20,000		
Special Inspection + Materials Testing	3.00%		4 \$	14,491		
Labor Compliance Program Administration	0.0070		\$	-	\$	-
Reimbursable	0.75%		\$	2,888	Ŧ	
Subtotal:		29.2%	\$	205,349	\$	-
<b>PROJECT CONTINGENCY</b> (District reserve added cost)	3.00%		\$	14,491		
TOTAL ESTIMATED SOFT COST:		31.3%	\$	219,840		
TOTAL ESTIMATED PROJECT BUDGET:			\$	702,861		
				,		
PROJECT ELIGIBILITY (OPSC APPROVED):			<u> </u>			
DISTRICT LOCAL FUNDING: TOTAL AVAILABLE FUNDING:			<u> </u>	702,861		
			Ŷ	702,001		
PREPARED BY ARCHITECT:	APPROVED	by distri	CT:			
V	V					
X	Х					

## THIRD AMENDMENT TO PSA NO. 1819215

# BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CORNERSTONE COMMUNICATIONS, INCORPORATED

This Third Amendment to PSA No. 1819215 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Cornerstone Communications, Incorporated (hereinafter referred to as "Consultant").

# RECITALS

WHEREAS, on April 29, 2020, District's Board of Trustees approved an Agreement with Consultant for the term from March 19, 2019 through March 13, 2020 under which Consultant would provide services described therein;

WHEREAS, on March 18, 2020, District's Board of Trustees approved the First Amendment to PSA No. 1819215 with Consultant;

WHEREAS, on April 29, 2020, District's Board of Trustees approved the Second Amendment to PSA No. 1819215 with Consultant. A copy of said Agreement is attached as Exhibit 3 to this Third Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 1819215 to reflect a revised contract value of \$217,700.00;

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 \$217,700.00 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:		By:			
Signat	ure	-	Signature		
<u>Lynh</u> Print N	<u>N. Rust</u> Name		<u>Bill Rams</u> Print Name	;	
<u>Execu</u> Title	tive Director, Contracts & Purchasing	5	<u>Principal</u> Title		
Board	Approval Date: March 17, 2021		Date:		

# EXHIBIT 3

#### SECOND AMENDMENT TO PSA NO. 1819215

#### BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CORNERSTONE COMMUNICATIONS, INCORPORATED

This Second Amendment to PSA No. 1819215 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Cornerstone Communications, Incorporated (hereinafter referred to as "Consultant").

#### RECITALS

WHEREAS, on March 13, 2019, District's Board of Trustees approved an Agreement with Consultant for the term from March 14, 2019 through March 13, 2020 under which Consultant would provide services described therein.

WHEREAS, on March 18, 2020, District's Board of Trustees approved the First Amendment to PSA No. 1819215 with Consultant. A copy of said First Amendment is attached as Exhibit 1 to this Second Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 1819215 to incorporate additional services as listed in Exhibit A-1 and increase the total contract amount to \$215,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. Include additional services as described in Exhibit A-1.

2. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by consultant under this Agreement is estimated to be \$215,000.00 in the aggregate under the term of this Agreement, as amended.

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

By:

#### **Capistrano Unified School District**

By:

Lynh N. Rust Print Name

Executive Director, Contracts & Purchasing Title

Board Approval Date: April 29, 2020

Signature	/
Signature	

Bill Rams Print Name

Principal Title

Date:

# EXHIBIT A-1



Feb. 27, 2020

To: Ryan Burris, Chief Communications Officer From: Bill Rams, Principal, Cornerstone Communications

# Re: Addendum for Video Services

Dear Mr. Burris:

We are proud of our partnership with CUSD and have very much enjoyed working with you to enhance the district's communications efforts through the creation of CUSDInsider.com and our other strategic efforts. We look forward to continuing to build and enhance the district's communications with stakeholders, and propose continuing our relationship.

We would be pleased to produce two videos for the district for its Teacher of the Year and Classified Employee of the Year events.

The scope of work includes:

- Interviewing and providing the appropriate lighting of the recipients, students and the superintendent
- Filming B-roll
- Editing
- Creating graphics and incorporating feedback once we produce a draft

Our fee for the video production is \$6,000.

Thank you again for your trust, and we look forward to continuing to make a positive difference.

D	i	I	I	
D	I	l	I	



# EXHIBIT 2

#### FIRST AMENDMENT TO PSA NO. 1819215

## BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CORNERSTONE COMMUNICATIONS, INCORPORATED

This First Amendment to PSA No. 1819215 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Cornerstone Communications, Incorporated (hereinafter referred to as "Consultant").

#### RECITALS

WHEREAS, on March 13, 2019, District's Board of Trustees approved an Agreement with Consultant for the term from March 14, 2019 through March 13, 2020 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement;

WHEREAS, District desires to amend PSA No. 1819215 to reflect a revised contract value of \$209,000.00; and

WHEREAS, District desires to extend PSA No. 1819215 through June 30, 2021;

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 \$209,000.00 in the aggregate under the term of this Agreement, as amended.

2. PSA No. 1819215 shall be extended through June 30, 2021.

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

By:

**Capistrano Unified School District** 

Lynh N. Rust Print Name

Executive Director, Contracts & Purchasing Title

Board Approval Date: March 18, 2020

Vendor Signature

Bill Rams Print Name

Principal Title 2/12/2020 Date:



#### PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of March 14, 2019 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

#### CORNERSTONE COMMUNICATIONS, 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 \$81,000.00 in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for March 14, 2019 to March 13, 2020, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

[X] General Conditions [] Special Conditions [X] Required Documents and Certifications [X] Purchase Order(s) IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Contractor

Signature: Name:

Address:

Title:

Capistrano	Inified School District			
Ву:	XI	·		
Name:	n N. Rust			
Title: Exc	cutive Director, Contracts & Purchasing			
Board Approval Date :		March 13, 2019		

fill lame

Bill Rams Principal 9840 Research Drive, Suite 200 Irvine, CA 92618 Email Address: brams@cornerstonecomms.com

Professional Services Master Agreement

Capistrano Unified School District

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## **GENERAL CONDITIONS**

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

- 1. <u>Engagement of Services</u>. 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. <u>Invoicing</u>. 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. <u>Expenses</u>. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. <u>Independent Consultant</u>. 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. <u>Originality of Services</u>. 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. <u>Copyright/Trademark/Patent</u>. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
- 7. <u>Termination</u>. 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 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. <u>Return of District Property</u>. 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. <u>Insurance</u>. 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. <u>Assignment</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
- 12. <u>Notices</u>. 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. <u>Compliance with Applicable Laws</u>. 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. <u>Permits/Licenses</u>. 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. <u>Employment with Public Agency</u>. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other that 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non-waiver</u>. 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. <u>Severability</u>. 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. <u>Attorney Fees/Costs.</u> 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. <u>Governing Law</u>. 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. <u>Construction of Agreement</u>. 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 <u>California Civil Code</u> section 1654.
- 23. <u>Conflict</u>. 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. <u>No Use of Mark or Name</u>. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
- 26. <u>Singular and Plural</u>. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
- 27. <u>Successors in Interest</u>. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
- 28. <u>Survival and Severability</u>. 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. <u>Consultant's Employees</u>. 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 determing and resolving such claims.

Professional Services Master Agreement Capistrano Unified School District EXHIBIT #3 Page 8 of 12

#### 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				
<ul> <li>✓ <u>1. Commercial General Liability Insurance</u> – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or</li> <li>Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04</li> </ul>				
OR				
<ul> <li><u>Errors &amp; Omissions/Malpractice</u> (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.</li> </ul>				
✓ 2. Business Auto Liability Insurance				
✓ 3. Workers' Compensation and Employers Liability Insurance				
Refer to Articles 9 & 10				
✓ Certification by Consultant Criminal Records Check				
✓ W-9				

# Exhibit A

# Scope of Work

- Create a news site that highlights student and staff achievements across the district and coverage of school district news with at least one article a week, including:
  - Recaps of school district meetings
  - Community issues
  - Profiles of outstanding students
  - Profiles of teachers/administrators
  - Education/leadership trend stories
  - Other news and features
- 2. Crisis communications and social media consulting
- 3. Press release, media relations and internal communications assistance.
- 4. Community relations support
- 5. Support government relations activities

# **Project Fees**

We have outlined an estimate for the following services:

Monthly Fees

- News site: 35 hours per month \$4,000/month
- Ongoing community relations, government relations, media relations, social media consulting: 15 hours/\$2,500/month

One-time Fees

• One-time design/start-up fee of for new site: \$3,000.

We propose a one-year engagement for \$6,500/month with the opportunity to renew for a second year at the same cost along with \$3,000 in one-time fees.

Contract will not exceed \$81,000 per year.

# Fee Schedule

Bill Rams, Principal - \$170.00/hour Kathleen Freed, Principal - \$170,000 John Christensen, Principal - \$170.00 Tracy Childs, Staff Writer - \$125.00 Freelance writers, \$95.00 Emma Engelage, Account Executive - \$95.00 Photography, \$100/hour Design, \$100/hour Web design, \$125/hour

# FIRST AMENDMENT TO PSA NO. 1920220

# BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND NINYO AND MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS

This First Amendment to PSA No. 1920220 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Ninyo and Moore Geotechnical and Environmental Sciences Consultants (hereinafter referred to as "Consultant").

## RECITALS

WHEREAS, on January 15, 2020, District's Board of Trustees approved an Agreement with Consultant for the term from February 1, 2020 to August 31, 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;

WHEREAS, District desires to amend PSA No. 1920220 to incorporate additional services as listed in Exhibit A-1; and

WHEREAS, District desires to amend PSA No. 1920220 to reflect a revised contract value of \$167,735.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. Include services described in Exhibit A-1.

2. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by consultant under this Agreement is estimated to be \$167,735.00 in the aggregate under the term of this Agreement, as amended.

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

Capistrano Unified School District	Vendor		
By:	By:	<u></u>	
Signature		Signature	
Lynh N. Rust		Alfred Rodriguez	
Print Name		Print Name	
Executive Director, Contracts & Purchas	ing	Principal/CS	
Title		Title	
Board Approval Date: March 17, 2021		Date:	

EXHIBIT A-1





January 15, 2021 Project No. 211296001

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

- Subject: Fee Amendment Request Materials Testing and Specialty Inspection Services Aliso Niguel High School STEM Building Project Capistrano USD Purchase Order No. N68A0400 Division of State Architect (DSA) Application No. 04-117480 Aliso Viejo, California
- Reference: Capistrano Unified School District, 2020, Purchase Order No. N68A0400, Aliso Niguel High School STEM Building Project, PSA No. 1920220, dated January 17.

Dear Mr. Forney:

In accordance with the request and authorization of Capistrano Unified School District, Ninyo & Moore is providing materials testing and special inspection services for the subject project, as coordinated by the Project Inspector, Mr. Bruce William, and in accordance with the project Statement of Structural Tests and Specialty Inspections (form DSA-103). Our ongoing services have consisted of field and laboratory inspection and testing of concrete, reinforcing steel, and structural steel.

Due to additional inspection services, premium time, and weekend work associated with structural steel fabrication and welding, beyond our referenced purchase order, and our understanding of impending tests and inspections, we will exceed our current approved budget of \$107,735.40.

Based on our discussions with the project inspector, we understand that impending tests and inspections consist of testing and inspection of concrete placements, structural steel welding, metal desk installation, and elevator pit construction. We have prepared a change order of \$59,980 (fifty-nine thousand and nine hundred eighty dollars). Our current budget is \$107,735.40. This will make the total agreement amount equal to \$167,715.40. We have attached a detailed breakdown of the additional fees.

Page 2 of 14

To avoid delays to the project, we will continue to provide the additional services with the understanding that we will be reimbursed on a time and materials basis.

We appreciate the opportunity to be of continued service on this project.

Respectfully Submitted, **NINYO & MOORE** 

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Rajindra S. Handapangoda, PE, GE Senior Engineer

+ Rofz C

Alfredo "Tino" Rodriguez Principal, Construction Services

RAH/AR/mlc/sc

Attachment: Table 1 – Breakdown of Estimated Amendment Fee

cc: Mr. Michael Clem (via e-mail) Mr. Greg Smith (via e-mail)

Table 1 – Breakdown of Estimated Am	endment Fe	e			
Field Services					
Concrete Inspection	32 hours	@	\$	105.00 /hour	\$ 3,360.00
Batch Plant Inspection	32 hours	@	\$	105.00 /hour	\$ 3,360.00
Welding Inspection Shop	200 hours	@	\$	105.00 /hour	\$ 21,000.00
Welding Inspection Field	148 hours	@	\$	105.00 /hour	\$ 15,540.00
Field Ultrasonic Testing	60 hours	@	\$	108.00 /hour	\$ 6,480.00
Field- Pull Testing/Anchor/Torque	8 hours	@	\$	190.00 /hour	\$ 1,520.00
			Sul	ototal	\$ 51,260.00
Laboratory Analyses					
Compressive Strength (Concrete)	32 tests	@	\$	35.00 /test	\$ 1,120.00
			Sul	ototal	\$ 1,120.00
Project Coordination, Management and To	echnical Supp	oort			
Senior Project Engineer	40 hours	@	\$	160.00 /hour	\$ 6,400.00
			Sul	ototal	\$ 6,400.00
Report Preparation for the DSA-291					
Lump Sum	1 Form	@	\$	1,200.00 /form	\$ 1,200.00
			Sul	ototal	\$ 1,200.00
TOTAL ESTIMATED AMENDMENT FEE					\$ 59,980.00





#### PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("<u>Agreement</u>") is effective as of January 16, 2020 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "<u>Party</u>" or collectively as the "<u>Parties</u>".

#### NINYO AND MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. 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 \$107,735.40 in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. The term of this base Agreement is for February 1, 2020 to August 31, 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	Unif	ied	School	District
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By:	
Name:	Lynby, Rust
Title:	Executive Director, Contracts & Purchasing
Board A	pproval Date : January 15, 2020

Contractor					
Signature:	alken				
Name:	Alfred Rodriguez				
Title:	Principal/CS				
Address:	5710 Ruffin Road				
	San Diego, Ca. 92123				
Email Address:	arodriguez@ninyoandmoore.com				

Professional Services Master Agreement Capistrano Unified School District

#### 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. <u>Invoicing</u>. 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. <u>Expenses</u>. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. <u>Independent Consultant</u>. 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. <u>Originality of Services</u>. 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. <u>Copyright/Trademark/Patent</u>. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
- 7. <u>Termination</u>. 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. <u>Return of District Property</u>. 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. <u>Insurance</u>. 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. <u>Assignment</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
- 12. <u>Notices</u>. 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. <u>Compliance with Applicable Laws</u>. 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. <u>Permits/Licenses</u>. 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. <u>Employment with Public Agency</u>. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other that 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non-waiver</u>. 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. <u>Severability</u>. 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. <u>Attorney Fees/Costs.</u> 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. <u>Governing Law</u>. 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. <u>Construction of Agreement</u>. 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 <u>California Civil Code</u> section 1654.
- 23. <u>Conflict</u>. 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. <u>No Use of Mark or Name</u>. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
- 26. <u>Singular and Plural</u>. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
- 27. <u>Successors in Interest</u>. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
- 28. <u>Survival and Severability</u>. 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. <u>Consultant's Employees</u>. 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 determing 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]

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## **REQUIRED DOCUMENTS AND CERTIFICATIONS**

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

✓ Professional License to Practice
Certificates of Insurance
<ul> <li><u>1. Commercial General Liability Insurance</u> – Additional Insured Endorsement Option 1: form CG 20 10 11 85</li> </ul>
or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04
<u>OR</u>
<ul> <li><u>Errors &amp; Omissions/Malpractice</u> (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.</li> </ul>
✓ 2. Business Auto Liability Insurance
✓ 3. Workers' Compensation and Employers Liability Insurance
Refer to Article 10. INSURANCE REQUIREMENTS
✓ Certification by Consultant Criminal Records Check
✓ W-9

## EXHIBIT A

# Ninyo and Moore - Aliso Niguel High School STEM Project Breakdown of Estimated Fee

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

	Aliso Nigu	el High School STEM Bui	Iding Project				
	Description	Quantity	Unit	Unit Rate	Total \$		
Т							
2	Soils Technician - Construction Observation and Testing	180	Hourly	\$ 99	\$ 17,820.00		
3	Nuclear Gauge Daily Charge		Day	\$ 50	\$ 1,100.00		
4	Engineering - During Construction Phase/ Geotechnical Engineer	16	Hourly	3 163	\$ 2,608.00		
5	Engineering - During Construction Phase/ Staff/Field Engineer	1	Hourly	\$ 126	\$ 126.00		
6	MATERIALS SPECIAL INSPECTION						
7	Concrete Inspection	40	Hourly	\$ 105.00	\$ 4,200.00		
8	Batch Plant Inspection	108	Hourly	\$ 105.00	\$ 11,340.00		
9	Welding Inspection Shop	320	Hourly	\$ 105.00	\$ 33,600.00		
10	Welding Inspection/Field	240	Hourly	\$ 105.00	\$ 25,200.00		
11	Field-Ultrasonic Testing by SI	60	Hourly	\$ 108.00	\$ 6,480.00		
12	Per Diem-Shop Inspection (if shop is more than 50 miles from the project site)	1	Day	\$ 120.00	\$ 120.00		
13	Field-Pull Testing/Anchor/Torque-Crew+equipment	8	Hourly	\$ 190.00	\$ 1,520.00		
14	HS Bolt Installation Inspection	20	Hourly	\$ 105.00	\$ 2,100.00		
15	Fire Proof Inspection	1	Hourly	\$ 105.00	\$ 105.00		
16	MATERIALS LABORATORY TESTING/SERVICES						
17	Compressive Strength of Concrete-ASTM C39	108	Test	\$ 35.00	\$ 3,780.00		
18	Tensile and Bend test on Rebars-# 11 and smaller	40	Test	\$ 75.00	\$ 3,000.00		
19	High Strength Bolt, Nut and Washer Conformance, set	9	Test	\$ 150.00	\$ 1,350.00		
20	Fire proof testing-Oven Dry Density	1	Test/Sample	\$ 90.00	\$ 90.00		
21	Adhesion/Cohession Testing	1	Hourly	\$ 1.00	\$ 1.00		
22	Mix Design Reviews	2	Report	\$ 105.00	\$ 210.00		
23	Welding Procedure Review	2	Report	\$ 105.00	\$ 210.00		
24	Registered Civil Engineer	36	Hours	\$ 163.00	\$ 5,868.00		
25	DSA-291	1	Form	\$ 1,200.00	\$ 1,200.00		
26	DSA-293	1	Form	\$ 1,200.00	\$ 1,200.00		
27		\$ 123,228.00					
28	Miscellanous testing and inspection @ 5% of Subtotal	5%			\$ 6,161.40		
29	TOTAL (Sum of Subtotal and 5% Misc testing and Inspection)				\$ <u>129,389.40</u>		

Revised Amount for Opening Purchase Order \$107,735.40

Ninyo & Moore | Capistrano Unified School District, Aliso Niguel High School STEM Building Project | P04-02278 | October 23, 2019

# Breakdown of Estimated Fee (continued)

Exhibit B - Breakdown of Estimated Fee		
All Soils monitoring and technicians are based on a minimum of four (4) hours. All materials inspectors are based on a minimum of four (4) hours. Over four (4) hours will be a minimum of eight (8) hours. If an inspector or technician is scheduled to perform a service and no work is performed, a minimum show up of two (2) hour minimum charge for soil technicians and a four (4) hour minimum charge for material inspectors will apply. All technicians and inspectors must have TELACU Construction Management sign off on their daily ticket when arriving and when leaving each day.	YES/NO - Explain	Yes
Reviewed DSA Approved Drawings, Geotechnical Report prepared by NMG, Project Specifications, DSA 103 Testing and Inspection Sheet, Project Schedule.	YES/NO	Yes
For geotechnical engineering, laboratory and field services not specifically listed in the above Scope-of- Work, provide a basis for reimbursement of all direct and indirect costs as an hourly rate. No consideration will be given to separate reimbursable expenses pro- vided after project has been awarded. Include a list of these services with rates, but do not include any level of effort in estimated hours in the proposed budget.	YES/NO – PROVIDE LIST	Yes
The Inspection & Testing onsite and lab services will be provided on a time-and-materials basis on a unit price basis for all services. Invoices will be provided to the District monthly and will itemize the type and date of work performed for each individual, the quan- tity and unit cost, a monthly total, and a cost to date for all work. Each monthly invoice will highlight the costs for retests on an item and/or per hour basis.	YES/NO	Yes
Hourly Rates shall be "all inclusive" cost of any equip- ment, drive time, daily report preparation, administration support, office expense, staff/senior engineering supervision or review, and overhead and profit. Proposals not following these parameters may be deemed non-responsive.	YES	Yes
Prices to be based on current prevailing wage rates through July 1, 2019. Any increase will have to be substantiated by prevailing wage rates.	YES/NO	Yes
Any specific/special test not listed and to be per- formed in other DSA approved lab (Sub to company)	Markup on the invoice cost in %	15%

Ninyo & Moore | Capistrano Unified School District, Aliso Niguel High School STEM Building Project | P04-02278 | October 23, 2019

# Schedule of Rates

Schedule of Rates		
Hourly Charges for Personnel		
Professional Staff		
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist		\$ 178
Senior Engineer/Geologist/Environmental Scientist		\$ 168
Senior Project Engineer/Geologist/Environmental Scientist		\$ 163
Project Engineer/Geologist/Environmental Scientist		\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist		\$ 142
Staff Engineer/Geologist/Environmental Scientist		\$ 126
GIS Analyst		\$ 116
Technical Illustrator/CAD Operator		\$ 92
Field Staff		
Certified Asbestos/Lead Technician		\$ 163
Field Operations Manager		\$ 112
Nondestructive Examination Technician (UT, MT, LP)		\$ 108
Supervisory Technician		\$ 98
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)		\$ 105
Senior Technician		\$ 99
Technician		\$ 92
Administrative Staff Information Specialist Geotechnical/Environmental/Laboratory Assistant Data Processor		\$78 \$76 \$73
Other Charges		
Concrete Coring Equipment (includes technician)	\$	190/hr
Anchor Load Test Equipment (includes technician)	\$	190/hr
GPR Equipment	\$	180/hr
Inclinometer	\$	100/hr
Hand Auger Equipment	\$	80/hr
Rebar Locator (Pachometer)	\$	25/hr
Vapor Emission Kit	\$	65/kit
Nuclear Density Gauge	\$	50/day
X-Ray Fluorescence	\$	70/hr
PID/FID	\$	25/hr
Air Sampling Pump	\$	10/hr 0/hr
	\$ \$	450/hr
Expert Witness Testimony	+	
Direct Expenses Special equipment charges will be provided upon request.	Cost plu	15 10 %
Notes		

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

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

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

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

Ninyo & Moore | Capistrano Unified School District, Aliso Niguel High School STEM Building Project | P04-02278 | October 23, 2019

# Schedule of Rates for Laboratory Testing

SOILS		U	CONCRETE	
Atterberg Limits, D 4318, CT 204	\$	170	Compression Tests, 6x12 Cylinder, C 39	\$ 35
California Bearing Ratio (CBR), D 1883	\$	550	Concrete Mix Design Review, Job Spec	\$ 300
Chloride and Sulfate Content, CT 417 & CT 422	\$	175	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Consolidation, D 2435, CT 219	\$	300	Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Consolidation, Hydro-Collapse only, D 2435	\$	150	Drying Shrinkage, C 157	\$ 400
Consolidation - Time Rate, D 2435, CT 219	\$	200	Flexural Test, C 78	\$85
Direct Shear Remolded, D 3080	\$	350	Flexural Test, C 293	\$85
Direct Shear Undisturbed, D 3080	\$	300	Flexural Test, CT 523	\$95
Durability Index, CT 229	\$	175	Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Expansion Index, D 4829, IBC 18-3	\$	190	Lightweight Concrete Fill, Compression, C 495	\$80
Expansion Potential (Method A), D 4546	\$	170	Petrographic Analysis, C 856	\$ 2,000
Geofabric Tensile and Elongation Test, D 4632	\$	200	Restrained Expansion of Shrinkage Compensation	\$ 450
Hydraulic Conductivity, D 5084	\$	350	Splitting Tensile Strength, C 496	\$ 100
Hydrometer Analysis, D 422, CT 203	\$	220	3x6 Grout, (CLSM), C 39	\$ 55
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$	120	2x2x2 Non-Shrink Grout, C 109	\$ 55
Moisture Only, D 2216, CT 226	\$	35		
Moisture and Density, D 2937	\$	45	ASPHALT	
Permeability, CH, D 2434, CT 220	\$	300	Air Voids, T 269	\$ 85
pH and Resistivity, CT 643	\$	175	Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$	220	Asphalt Mix Design Review, Job Spec	\$ 180
Proctor Density with Rock Correction D 1557	\$	340	Dust Proportioning, CT LP-4	\$ 85
R-value, D 2844, CT 301	\$	375	Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Sand Equivalent, D 2419, CT 217	\$	125	Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Sieve Analysis, D 422, CT 202	\$	145	Film Stripping, CT 302	\$ 120
Sieve Analysis, 200 Wash, D 1140, CT 202	\$	100	Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Specific Gravity, D 854	\$	125	Marshall Stability, Flow and Unit Weight, T 245	\$ 240 \$ 150
Thermal Resistivity (ASTM 5334, IEEE 442)	\$	925	Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150 \$ 95
Triaxial Shear, C.D, D 4767, T 297	\$	550	Moisture Content, CT 370	
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$	450	Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000 \$ 150
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ \$	350	Slurry Wet Track Abrasion, D 3910	\$ 4,900
Triaxial Shear, U.U., D 2850	э \$	250 180	Superpave, Asphalt Mix Verification (incl. Aggregate Quality) Superpave, Gyratory Unit Wt., T 312	\$ 4,900
Unconfined Compression, D 2166, T 208	φ	100	Superpave, Byratoly Onit Wil, 1312 Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
MACONDY			Unit Weight sample or core, D 2726, CT 308	\$ 100
MASONRY	¢	70	Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ \$	55	Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Brick Compression Test, C 67	¢ ¢	55	Wax Density, D 1188	\$ 140
Brick Efflorescence, C 67 Brick Modulus of Rupture, C 67	\$ \$	50	Wax Density, D 1100	ψιιιο
•	\$	45	ACCRECATES	
Brick Moisture as received, C 67			AGGREGATES	\$ 180
Brick Saturation Coefficient, C 67	\$ \$	60	Clay Lumps and Friable Particles, C 142	\$ 180
Concrete Block Compression Test, 8x8x16, C 140	э \$	70 500	Cleanness Value, CT 227 Crushed Particles, CT 205	\$ 175
Concrete Block Conformance Package, C 90	э \$	200	Durability, Coarse or Fine, CT 229	\$ 205
Concrete Block Linear Shrinkage, C 426	\$	70	Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Concrete Block Unit Weight and Absorption, C 140 Cores, Compression or Shear Bond, CA Code	\$	70	Flat and Elongated Particle, D 4791	\$ 220
Masonry Grout, 3x3x6 prism compression, C 39	\$	45	Lightweight Particles, C 123	\$ 180
Masonry Mortar, 2x4 cylinder compression, C 109	\$	35	Los Angeles Abrasion, C 131 or C 535	\$ 200
Masonry Prism, half size, compression, C 1019	\$	120	Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Masonry Prism, Full size, compression, C 1019	\$	200	Organic Impurities, C 40	\$ 90
	*	200	Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
REINFORCING AND STRUCTURAL STEEL			Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Chemical Analysis, A 36, A 615	\$	135	Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Fireproofing Density Test, UBC 7-6	\$	90	Sand Equivalent, T 176, CT 217	\$ 125
Hardness Test, Rockwell, A 370	š	80	Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
High Strength Bolt, Nut & Washer Conformance,	÷	-	Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
per assembly, A 325	\$	150	Sodium Sulfate Soundness, C 88	\$ 450
Mechanically Spliced Reinforcing Tensile Test, ACI	\$	175	Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Pre-Stress Strand (7 wire), A 416	\$	170	Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$	75		
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$	90	ROOFING	
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$	80	Roofing Tile Absorption, (set of 5), C 67	\$ 250
			Roofing Tile Strength Test, (set of 5), C 67	\$ 250

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

#### SECOND AMENDMENT TO PSA NO. 2021014

#### BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CRYSTAL BEJARANO dba CONNECT4KIDS PSYCHOLOGICAL SERVICES, INCORPORATED

This Second Amendment to PSA No. 2021014 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Crystal Bejarano dba Connect4Kids Psychological Services, Incorporated (hereinafter referred to as "Consultant").

#### RECITALS

WHEREAS, on June 17, 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;

WHEREAS, on September 23, 2020, District's Board of Trustees approved the First Amendment to PSA No. 2021014 with Consultant. A copy of said Amendment is attached as Exhibit 2 to this Second Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 2021014 to reflect a revised contract value of \$54,000.00;

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 \$54,000.00 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	Vei	ndor	
Ву:	By:		
Signature		Signature	
<u>Lynh N. Rust</u> Print Name		<u>Crystal Bejarano</u> Print Name	-
Executive Director, Contracts & Purchasing Title	2	President Title	-
Board Approval Date: March 17, 2021		Date:	

# EXHIBIT 2

# FIRST AMENDMENT TO PSA NO. 2021014

# BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CRYSTAL BEJARANO dba CONNECT4KIDS PSYCHOLOGICAL SERVICES, INCORPORATED

This First Amendment to PSA No. 2021014 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Crystal Bejarano dba Connect4Kids Psychological Services, Incorporated (hereinafter referred to as "Consultant").

#### RECITALS

WHEREAS, on June 17, 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. 2021014 to reflect a revised contract value of \$24,000.00;

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 \$24,000.00 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.

By:

# **Capistrano Unified School District**

Vendor

By:

Josh Readman Signature 645C022CF662410...

DocuSigned by:

Lynh N. Rust Print Name

Executive Director, Contracts & Purchasing Title

Board Approval Date: September 23, 2020

<u>Crystal Bejarano</u> Print Name

President Title

08/17/2020 Date:

#### EXHIBIT 1



#### **PROFESSIONAL SERVICES MASTER AGREEMENT**

This Agreement for Professional Services ("<u>Agreement</u>") is effective as of **June 18, 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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

#### CRYSTAL BEJARANO dba CONNECT4KIDS PSYCHOLOGICAL 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 "<u>Consulting Services</u>");

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. 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 **\$12,000.00** in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. 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.

Capist	rano Unified School District Josh Read		
By:	645C022CF66	C:	Typel Der Sont
Name:	Lynh N. Rust	Name:	Crystal Bejarano
Title:	Executive Director, Contracts & Purchasing	Title:	President
Board A	approval Date : June 17, 2020	Address:	2420 Vista Way, Suite 112
			Oceanside, Ca. 92054

Email Address: drbejarano@connect-4kids.org

#### **GENERAL CONDITIONS**

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

- 1. <u>Engagement of Services</u>. 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. <u>Invoicing</u>. 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. <u>Expenses</u>. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. <u>Independent Consultant</u>. 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. <u>Originality of Services</u>. 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. <u>Copyright/Trademark/Patent</u>. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
- 7. <u>Termination</u>. 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 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. <u>Return of District Property</u>. 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. <u>Insurance</u>. 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. <u>Assignment</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
- 12. <u>Notices</u>. 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. <u>Compliance with Applicable Laws</u>. 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. <u>Permits/Licenses</u>. 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. <u>Employment with Public Agency</u>. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other that 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non-waiver</u>. 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. <u>Severability</u>. 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. <u>Attorney Fees/Costs.</u> 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. <u>Governing Law</u>. 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. <u>Construction of Agreement</u>. 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 <u>California Civil Code</u> section 1654.
- 23. <u>Conflict</u>. 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. <u>No Use of Mark or Name</u>. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
- 26. <u>Singular and Plural</u>. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
- 27. <u>Successors in Interest</u>. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
- 28. <u>Survival and Severability</u>. 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. <u>Consultant's Employees</u>. 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 determing and resolving such claims.

Professional Services Master Agreement Capistrano Unified School District EXHIBIT #3 Page 6 of 9

#### 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 proponent of the claim. Within five within (5) business days of receipt of the 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 <u>OR</u> Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation $\checkmark$ 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

Crystal Bejarano, Psy.D., ABSNP Licensed Educational Psychologist (949) 813-1937 drbejarano@connect-4kids.org

# 2020-2021 Fee Schedule

Service	Fee Per Hour
Psychoeducational Evaluation Typically includes: records review, parent interview, school observation, 2-3 days testing, scoring and report generation, IEP participation (up to 2 hours)	\$200/hr not to exceed \$3600
Neuropsychological Evaluation Typically includes: records review, parent interview, school observation, 3-4 days testing, scoring and report generation, IEP participation (up to 2 hours)	\$200/hr not to exceed \$4000
Functional Behavioral Assessment Typically includes: records review, parent interview, teacher/staff interview(s), 3-5 hours of direct observation/data collection, review of district data available, scoring and report generation, IEP participation (1 hour)	\$200/hr not to exceed \$2500
Educationally-based Mental Health Evaluation Typically includes: records review, parent interview, school staff interview, school observation, 1 day testing, scoring and report generation, IEP participation (1 hour)	\$200/hr not to exceed \$2500
Expert Witness Typically includes: records review, preparation with legal counsel, and testimony	\$225/hr

For evaluations completed outside of the Los Angeles, San Diego or Orange counties, additional travel expenses may apply (\$75/hr drive time/reasonable travel costs for out of region/state evaluations including car rental, meals and lodging expenses, as applicable).

#### SECOND AMENDMENT TO MCA NO. 2021113

#### BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND OAK GROVE INSTITUTE FOUNDATION INCORPORATED dba OAK GROVE CENTER

This Second Amendment to MCA No. 2021113 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Oak Grove Institute Foundation Incorporated dba Oak Grove Center (hereinafter referred to as "Contractor").

#### RECITALS

WHEREAS, on September 23, 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 October 21, 2020, District's Board of Trustees approved the First Amendment to MCA No. 2021113 with Contractor. A copy of said Amendment is attached as Exhibit 2 to this Second Amendment to Agreement; and

WHEREAS, District desires to amend MCA No. 2021113 to reflect a revised rate sheet, Exhibit A-2 superseding Exhibit A-1;

NOW, THEREFORE, said Agreement is amended as follows:

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

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

#### Capistrano Unified School District

Vendor

By:	By:
Signature	Signature
<u>Lynh N. Rust</u> Print Name	Athene Banche Print Name
Executive Director, Contracts & Purchasin Title	ng <u>Director of Education</u> Title
Board Approval Date: March 17, 2021	Date:

#### EXHIBIT A-2: 2020-2021 RATES

# CONTRACTOR Oak Grove Institute Foundation Inc., dba Oak Grove Center-Jack Weaver School CONTRACTOR NUMBER 33-75200-7071533 2020-2021 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT VEAR)

If blank, the number shall be as determine by

**CDE** Certification.

#### Per CDE Certification, total enrollment may not exceed

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

Payment under this contract may not exceed Total LEA enrollment may not exceed		
5	Rate	Period
A. Basic Education Program/Special Education Instruction	\$177.38	School Day
Basic Education Program/Dual Enrollment		i

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

**B.** Related Services

B. <u>Rela</u>	ted Services		
(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Counseling and Guidance – Individual	\$91.53	Hour
	b. Counseling and Guidance– Group of	\$56.44	Hour
	c. Counseling – Parent – off campus	\$144.63	Hour
	d. Counseling – Parent – on campus	\$155.70	Hour
(3)	a. Adapted Physical Education – Group		
	c. Adapted Physical Education – Assessment		
(4)	a. Language and Speech Therapy – Individual	\$92.99	Hour
	b. Language and Speech Therapy – Group of 2	\$81.37	Hour
	c. Language and Speech Therapy – Assessment	\$104.61	Hour
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate	\$81.37	Hour
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$21.50	Hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention – BID	\$115.7	Hour
	b. Behavior Intervention – Supervision		
	Provided by:		
(10)	Nursing Services		
(12)	Residential Board and Care/Mental Health	\$10,708.01	Month
(13)	Residential Mental Health Services		
(14)	Other		

## EVHIDIT & 2, 2020 2021 DATES

#### EXHIBIT 2

#### FIRST AMENDMENT TO MCA NO. 2021113

## BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND OAK GROVE INSTITUTE FOUNDATION INCORPORATED dba OAK GROVE CENTER

This First Amendment to MCA No. 2021113 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Oak Grove Institute Foundation Incorporated dba Oak Grove Center (hereinafter referred to as "Contractor").

#### RECITALS

WHEREAS, on September 23, 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 MCA No. 2021113 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

DocuSigned by: Josh Readman

By: <u>\_\_\_645C022CF662410.</u> Signature By:

Lynh N. Rust Print Name

Executive Director, Contracts & Purchasing Title

Board Approval Date: October 21, 2020

hene Bancke Signature

Athene Banche Print Name

Director of Education Title

09/08/2020 Date:

#### **EXHIBIT A-1: 2020-2021 RATES** Oak Grove Institute Foundation <u>CONTRACTOR NUMBER</u> 33-75200-7071533 CONTRACTOR 2020-2021 Incorporated dba Oak Grove **Center – Jack Weaver School** (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR) If blank, the number shall be as determine by Per CDE Certification, total enrollment may not exceed **CDE** Certification. **Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows: Payment under this contract may not exceed Total LEA enrollment may not exceed Rate Period \$177.38 A. Basic Education Program/Special Education Instruction School Day **Basic Education Program/Dual Enrollment** Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. **B.** Related Services a. Transportation – Round Trip (1)b. Transportation – One Way c. Transportation – Dual Enrollment d. Public Transportation e. Parent\* (2)a. Counseling and Guidance – Individual \$91.53 Hour b. Counseling and Guidance– Group of \$56.44 Hour c. Counseling – Parent (3) a. Adapted Physical Education - Individual b. Adapted Physical Education – Group c. Adapted Physical Education – Assessment \$92.99 (4) a. Language and Speech Therapy – Individual Hour b. Language and Speech Therapy – Group of 2 \$81.37 Hour c. Language and Speech Therapy – Assessment \$104.61 Hour d. Language and Speech Therapy – Per diem e. Language and Speech – Consultation Rate \$81.37 Hour

- (5) a. Additional Classroom Aide Individual (must be authorized on IEP)
- b. Additional Instructional Assistant Group of 2
  c. Additional Instructional Assistant Group of 3
  (6) Intensive Special Education Instruction\*\*
- (7) a. Occupational Therapy Individual
- b. Occupational Therapy Group of 2c. Occupational Therapy Group of 3
- d. Occupational Therapy Group of 4 7
- e. Occupational Therapy Consultation Rate
  (8) Physical Therapy
  (9) a. Behavior Intervention BID

  - (13) Residential Mental Healt(14) Other

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

Capistrano Unified School District and Oak Grove Institute Foundation Incorporated dba Oak Grove Center

Hour

\$21.50

# EXHIBIT 1



#### MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("<u>Agreement</u>") is effective as of July 1, 2020 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>LEA</u> or <u>District</u>") and the contractor listed below ("<u>Contractor</u>")

#### OAK GROVE INSTITUTE FOUNDATION INCORPORATED dba OAK GROVE CENTER

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

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

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

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

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

<u>Term of Agreement.</u> The term of this Agreement is for <u>one year</u> beginning July 1, 2020 through June 30, 2021.

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

**[X]** Master Contract **[]** 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.

#### "DISTRICT"

#### "CONTRACTOR"

By:	Capistrano Unified School District	By:	Oak Grove Institute Foundation
			Incorporated dba Oak Grove
			Center
Name:	Lynh N. Rust	Name:	Athene Banche
Title:	Executive Director, Contracts & Purchasing	Title:	Director of Education
Board Approval Date : September 23, 2020		Email:	britnis@oakgrovecenter.org

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

# MASTER CONTRACT

# 2020-2021

Capistrano Unified School District and Oak Grove Institute Foundation Incorporated dba Oak Grove Center



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Capistrano Unified School District and Oak Grove Institute Foundation Incorporated dba Oak Grove Center

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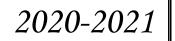
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Capistrano Unified School District and Oak Grove Institute Foundation Incorporated dba Oak Grove Center



CONTRACT NUMBER: 2021113

LEA: Capistrano Unified School District

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

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

#### AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

#### 1. MASTER CONTRACT

This Master Contract is entered into this 1<sup>st</sup> day of July, 2020, between the Capistrano Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Oak Grove Institute Foundation Incorporated dba Oak Grove Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

#### 2. CERTIFICATIONS AND LICENSES

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

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

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

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

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

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

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

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

#### 4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2021 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in

writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2021.

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

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

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

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

#### 6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or

OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

## 7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent;, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

#### ADMINISTRATION OF CONTRACT

#### 8. NOTICES

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

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

#### 9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts;

school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

#### **10. SEVERABILITY CLAUSE**

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

#### 11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

#### 12. VENUE AND GOVERNING LAW

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

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

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

#### 14. TERMINATION

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

#### 15. INSURANCE

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

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

\$2,000,000 per occurrence

\$ 5,000 medical expenses
\$1,000,000 personal & advertising injury
\$4,000,000 general aggregate

 B. Sexual Abuse or Molestation Liability, with minimum limits as follows: \$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC \$3,000,000 sexual abuse or molestation per occurrence for NPS \$3,000,000 sexual abuse or molestation per occurrence for NPA

Sexual abuse or molestation limits shall be separate and in addition to the limits required in sections A, C and E.

The definition of abuse shall include, but not be limited to, physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional or mental abuse, any actual, threatened or alleged act, and errors, omissions, or misconduct related to abuse.

C. Auto Liability Insurance. To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

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

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$10,000,000 combined single limit per occurrence.

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

Part A – Statutory Limits Part B - \$1,000,000/\$1,000,000 Employers Liability

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

\$2,000,000 per occurrence or, if claims-made, per claim \$4,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination of this Agreement.

- F. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella Liability coverage limits that satisfy the minimum limits expressed above in A, B, and E.
- G. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.
- H. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- I. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.

- J. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- K. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.
- L. CONTRACTOR shall require that all subcontractors meet the requirements of this Section and the indemnification Section of this Agreement unless otherwise agreed in writing by the LEA.

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

#### 16. INDEMNIFICATION AND HOLD HARMLESS

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

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

#### **17. INDEPENDENT CONTRACTOR**

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

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

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

#### **18. SUBCONTRACTING**

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

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

#### **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, Government Code section 1090 et seq., including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

#### 20. NON-DISCRIMINATION

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

#### EDUCATIONAL PROGRAM

#### 21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public

education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

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

#### 22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based

services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

#### 23. INSTRUCTIONAL MINUTES

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

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

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

#### 24. CLASS SIZE

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

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

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

#### 25. CALENDARS

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

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

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

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

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

#### 26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information, student discipline and billing information. The specific format of the data to be provided shall be determined between the LEA and

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CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

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

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

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

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

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

#### **28.** STATEWIDE ACHIEVEMENT TESTING

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

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

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

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

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

#### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a behavior case manager who is qualified, and responsible for the design, planning and implementation of behavior interventions in accordance with state law. CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of such trainings and provide written verification of the trainings annually to LEA and upon request.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or

which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

#### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student, including all statutory offenses described in Education Code sections 48900 and 48915,using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.Written notification shall be provided to the LEA as designated in Exhibit C.

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

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

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

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

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

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

#### **33.** SURROGATE PARENTS

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

#### 34. DUE PROCESS PROCEEDINGS

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

#### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform

Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

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

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

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

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

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

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection

notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

#### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

#### **38.** LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3).

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

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

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

#### 40. PARENT ACCESS

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

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

#### 41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and

procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

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

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

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

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

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

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

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

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

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

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

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550. CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

#### 44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

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

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

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

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

#### PERSONNEL

#### 45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

#### 46. STAFF QUALIFICATIONS

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

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and

designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### 47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

#### 48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

#### 49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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

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

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

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

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term "services" shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

#### HEALTH AND SAFETY MANDATES

#### 51. HEALTH AND SAFETY

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

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

#### 52. FACILITIES AND FACILITIES MODIFICATIONS

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

#### 53. ADMINISTRATION OF MEDICATION

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

#### 54. INCIDENT/ACCIDENT REPORTING

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

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

#### 55. CHILD ABUSE REPORTING

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

#### 56. SEXUAL HARASSMENT/DISCRIMINATION

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

### 57. **REPORTING OF MISSING CHILDREN**

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

#### FINANCIAL

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

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

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

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

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

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

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

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

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

#### **59. RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

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

#### 60. PAYMENT FROM OUTSIDE AGENCIES

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

#### 61. PAYMENT FOR ABSENCES

#### NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

#### NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

#### 62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.

- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19 pandemic, CONTRACTOR shall provide distance learning in accordance with Exhibit D, attached hereto and incorporated herein.

#### 63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the CONTRACTOR shall make available to the LEA all budgetary information including LEA. operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

#### 64. **RATE SCHEDULE**

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

#### 65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have <u>not</u>, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the \_\_\_\_\_sday of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provide herein.

CONTRACTOR, Oak Grove Center Nonpublic School/Agency

Athene Banche 08/24/20 By: By:

Athene Banche Director of Education Name and Title of Authorized Representative

LEA, Capistrano Unified School District

DocuSigned by: Josh Readman

-645C022CF662410

September 23, 2020 Board Approval Date

Signature Lynh N. Rust Executive Director, Contracts & Purchasing Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Athene Banche, Director of Ed. Name Oak Grove Center Nonpublic School/Agency/Related Service Provider 24275 Jefferson Ave Address CAQas6aStateZip Murrieta **951 - 671 - 4549** Fax 951-677-5599 athene b@ Oakgroverenter.org

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

#### EXHIBIT A: 2020-2021 RATES

#### Oak Grove Institution Foundation CONTRACTOR NUMBER CONTRACTOR Incorporated dba Oak Grove Center (NONPUBLIC SCHOOL OR AGENCY)

Per CDE Certification, total enrollment may not exceed

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

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

Payment under this contract may not exceed		
Total LEA enrollment may not exceed		
	Rate	Period
A. Basic Education Program/Special Education Instruction	\$177.38	School Day
Basic Education Program/Dual Enrollment		· · · · · · · · · · · · · · · · · · ·

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

#### **B.** Related Services

ated Services		
a. Transportation – Round Trip		
b. Transportation – One Way		
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent*		
a. Counseling and Guidance – Individual	\$91.53	Hour
b. Counseling and Guidance – Group of	\$56.44	Hour
c. Counseling – Parent		
a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of		
c. Adapted Physical Education – Group of		
a. Language and Speech Therapy – Individual	\$92.99	Hour
b. Language and Speech Therapy – Group of 2	\$81.37	Hour
c. Language and Speech Therapy – Assessment	\$104.61	Hour
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate	\$81.37	Hour
a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$21.50	Hour
c. Additional Instructional Assistant – Group of 3		
•		
•		
1 17 1		
1 12		
a. Behavior Intervention – BID	\$115.70	Hour
b. Behavior Intervention – Supervision	<u> </u>	
•		
e	\$10,718.34	Month
Other		
	<ul> <li>a. Transportation – Round Trip</li> <li>b. Transportation – One Way</li> <li>c. Transportation – Dual Enrollment</li> <li>d. Public Transportation</li> <li>e. Parent*</li> <li>a. Counseling and Guidance – Individual</li> <li>b. Counseling and Guidance – Group of</li></ul>	a. Transportation – Round Trip

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

2020-2021 2021113

(CONTRACT YEAR)

#### EXHIBIT B

### INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES (Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_\_ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				Nonpublic School/Agen	cv				
Address				Address					
City, State Zip				City, State, Z	Zip				
LEA Case				Phone			Fax		
Manager				E-Mail					
Student		Student		Program Co	ntact Name				
Last Name		First Name		Phone			Fax		
D.O.B.		<u>I.D. #</u>		E-Mail					
Grade	Level	Level Sex () M () F		Education S	ion Schedule – Regular School Year				
Parent/		Parent/		Number of I	Days		Numbe	er of Weeks	
Guardian		Guardian		Education Schedule – Extended School Year					
Last Name		First Name	-	Number of I	Days		Numbe	er of Weeks	
Address				Contract Be	gins		E	nds	
City, State, Zip				Master Cont	tract Approved	1		-	
Home Phone		Business		by the Gover	rning Board or	1			

#### **DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

<u>SERVICES</u>	PROVIDER				Cost and Duration	Sessions per	Maximum Number of Sessions		Estimated Maximum Total
	LEA	<u>NPS</u>	<u>NPA</u>	OTHER Specify	of Session	wk/mo/yr	Reg School Year	ESY	Cost for Contracted Period
A. BASIC EDUCATION									
<b>B. RELATED SERVICES</b>									
<ol> <li>Transportation         <ol> <li>Paid to NPS/A</li> <li>Reimburse parent</li> </ol> </li> </ol>									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
<ul><li>4. Speech/Language</li><li>a. Group</li><li>b. Individual</li></ul>									
<ol> <li>Occupational Therapy         <ol> <li>Therapy</li> <li>Consultation</li> </ol> </li> </ol>									

B. RELATED SERVICES (cont'd)	Provi <u>LEA</u>	der <u>NPS</u>	<u>NPA</u>	OTHER Specify	Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maxin Numb Sessi	er of	Estimated Maximum Total Cost for
				Speeny		WRATHO, yr	Reg School Year	ESY	Contracted Period
<ul><li>6. Physical Therapy</li><li>a. Therapy</li><li>b. Consultation</li></ul>									
<ul> <li>7. ABA</li> <li>a. Consult</li> <li>b. Direct</li> <li>c. Supervision</li> <li>d. Assessment</li> <li>8. One-to-One Aide</li> </ul>									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
				1	1	TOTAL CO	OST	I	\$
ESTIMATED MAXIMUM	RELAT	ED SER	RVICES	COST \$					
SPECIALIZED EQUIPMENT/SUPP	PLIES						\$		
TOTAL ESTIMATED MAX COSTS/SPECIALIZED EQ						RVICES			
4. Other Provisions/Attachments:									
							_		

5. Progress Reporting	Quarterly	Monthly	Other (Specify
Requirements:	_		<u></u>

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-		-LEA-	
(Name of Nonpublic School/Agency)		(Name of LEA)	
(Signature)	(Date)	(Signature)	(Date)
(Name and Title)		(Name of Superintendent or Authorized Designee)	

Capistrano Unified School District and Oak Grove Institute Foundation Incorporated dba Oak Grove Center

#### **EXHIBIT C: NOTICES**

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

- For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to: Gregory Merwin
   Chief Academic Officer, Education and Support Services
   Capistrano Unified School District
   33122 Valle Road
   San Juan Capistrano, CA 92675
   949-234-9275
   gjmerwin@capousd.org
- 2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Lynh N. Rust Executive Director, Contracts & Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 949-234-9441 Inrust@capousd.org

 For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to: Gregory Merwin Chief Academic Officer, Education and Support Services Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 949-234-9275 gjmerwin@capousd.org

#### EXHIBIT D

#### SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES DURING COVID-19 AND THE PROVISION OF DISTANCE LEARNING

The following provisions are added to Section 62 as a supplement to existing emergency closure provisions stipulated in the 2020-2021 Master Contract specifically for LEA and/or nonpublic school closures for inperson instruction due to COVID-19.

As of mid-March 2020 LEAs in Orange County and most nonpublic schools serving LEA students closed their physical school buildings/campuses for in-person instruction and have been providing distance learning to students as a result of the novel coronavirus/COVID-19 pandemic. Although LEA and CONTRACTOR had planned to resume in-person instruction at the beginning of the new 2020-2021 academic year in accordance with guidelines issued in June 2020 by the California Department of Education ("CDE"), California Department of Public Health ("CDPH"), and Centers for Disease Control and Prevention ("CDC"), rapidly changing conditions with COVID-19 infection rates resulted in **new CDPH directives requiring all schools in Orange County to begin the school year with distance learning only and continue with distance learning until the Orange County local health jurisdiction has not been on the county monitoring list for at least 14 days. Thereafter, in-person instruction may resume in accordance with CDE, CDPH and local health department requirements as well as LEA guidelines.** 

The California legislature also recently enacted Senate Bill 98 ("SB 98") imposing specific requirements on LEAs for the provision of distance learning as a condition for receipt of state funding as set forth in Education Code sections 43500 through 43511. CONTRACTOR shall abide by these requirements for instructional programming during the 2020-2021 school year.

LEA and CONTRACTOR agree that CONTRACOR shall offer in-person instruction to LEA students unless distance learning is required by state or local public health department directives or otherwise agreed to by LEA and CONTRACTOR. LEA and CONTRACTOR acknowledge that based on current CDPH and Orange County Health Care Agency ("OCHCA") directives, the 2020-2021 regular academic school year shall commence with distance learning only <u>unless</u> a waiver is obtained by OCHCA.

LEA and CONTRACTOR agree that once in-person instruction is authorized by CDPH/OCHCA to resume, any continued distance learning or any combination of in-person instruction and distance learning (e.g., hybrid or blended instructional model) **shall be agreed to in writing by LEA and CONTRACTOR**.

LEA and CONTRACTOR further agree that any in-person instruction shall be conducted in accordance with all CDC, CDPH and OCHCA guidelines regarding the reopening of schools including but not limited to student/teacher/staff health and safety measures, use of cohorts and classroom space, social distancing, face coverings, symptom screenings, cleaning/disinfection protocols and procedures for responding to confirmed COVID-19 infections. CONTRACTOR shall provide LEA all written policies, procedures and protocols regarding COVID-19 upon request.

#### DISTANCE LEARNING, ATTENDANCE AND DOCUMENTATION REQUIREMENTS PER SB 98

During the time period that physical school sites are closed, CONTRACTOR agrees to provide special education and related services to LEA students in accordance with their IEP/ISA through distance learning as required by SB 98. Distance learning means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee. Distance learning may include, but is not limited to all of the following:

1. Interaction, instruction, and check-ins between teachers and students through the use of

computers or communication technology such as virtual/on-line platforms or video-conference.

- 2. Video or audio instruction in which the primary mode of communication between student and certificated employee is online interaction, instructional television, video, telecourses or other instruction that relies on computer or communications technology.
- 3. The use of print materials incorporating assignments that are the subject of written or oral feedback.

Per SB 98, in-person instruction means instruction under the immediate physical supervision and control of a certificated employee while engaged in educational activities required of the student.

For the 2020-2021 school year, the minimum school day for distance learning is as follows:

- 1. 180 instructional minutes in kindergarten
- 2. 230 instructional minutes in grades 1 to 3, inclusive
- 3. 240 instructional minutes in grades 4 to 12, inclusive

For distance learning, instructional time shall be based on the time value of assignments as determined and certified to, by an employee who possesses a valid certification document, registered as required by law. (Education Code section 43502(e)(2))

For in-person instruction, instructional minutes shall be based on time scheduled under the immediate supervision and control of an employee who possesses a valid certification document, registered as required by law. (Education Code section 43502(e)(1))

For a combined day of instruction delivered through both in-person and distance learning, time scheduled under immediate supervision of an employee who possesses a valid certification document can be combined with assignments made under the general supervision of an employee who possesses a valid certification document as registered by law to meet the equivalent of a minimum day of instruction. (Education Code section 43502(e)(3))

Distance learning provided by CONTRACTOR shall include all of the following in accordance with Education Code sections 43503, 43504 and 43509, CDE and LEA guidelines (hereinafter referred to as "Distance Learning Program"):

- 1. Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work. CONTRACTOR shall notify LEA in writing of each LEA student in need of an electronic device and/or internet connectivity so that LEA can ensure each LEA student has access to the technology needed to participate in distance learning. CONTRACTOR shall collaborate with LEA to ensure each LEA student has access such technology for distance learning.
- 2. Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- 3. Academic and other supports designed to address the needs of students who are not performing at grade level or need support in other areas including students with exceptional needs.
- 4. Special education, related services, and any other services required in a student's IEP with accommodations necessary to ensure that IEPs can be implemented in a distance learning

environment, including the requirements in Education Code section 56345(a)(9) related to a description of the means by which the IEP will be provided under emergency conditions.

- 5. Designated and integrated instruction in English language development in accordance with Title 5 regulations applicable to English learners.
- 6. **Daily live interaction with certificated employees and peers** for purposes of instruction, progress monitoring, and maintaining school connectedness. The intent of daily live interaction is to ensure each student has live contact at least once each instructional day with a certificated teacher, and live contact with peers, even if live contact is not possible as part of daily instruction. Daily live interaction is two-way communication between a certificated teacher and students each instructional day, at the actual time of occurrence. Daily live interaction includes virtual communication or interactions, including but not limited to synchronous online instruction and phone calls where both parties communicate at the time of occurrence. Oneway communication, including voicemails, emails or print materials is not considered live interaction. If daily live interaction is not feasible as part of regular instruction, CONTRACTOR shall inform LEA and CONTRACTOR and LEA shall collaborate to develop an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.
- 7. **Documentation of daily participation of each student** on each school day, in whole or in part, for which distance learning is provided. A student who does not participate in distance learning on a school day shall be documented as absent for that school day. Daily participation may include but is not limited to, daily live interaction with a teacher or virtual assignments, evidence of participation in online activities, completion of regular assignments, and contacts between employees and students or parents/guardians. Daily participation is used to track attendance and ensure daily engagement by all students in learning activities.
- 8. Completion of a weekly engagement record for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.
- 9. **Documentation of daily attendance.** A student who does not participate daily in either inperson instruction or distance learning shall be deemed absent. LEA is required to use documentation of absences for purposes of reporting its chronic absenteeism rates in its local control and accountability plan.
- 10. Develop written procedures for tiered reengagement strategies for all students who are absent from distance learning for more than three school days or 60% of the instructional days in a school week. These procedures shall include, but are not limited to verification of current contact information for each student, daily notification to parents/guardians of absences, a plan for outreach from the school to determine student needs including connection with health and social services as necessary and, when feasible, transitioning the student to full-time inperson instruction.
- 11. **Regularly communicate with parents/guardians regarding the student's academic progress.** Communication should be in the language of the parent to the extent feasible and address academic progress as well as progress on IEP goals and objectives. Documentation of parent communications must be maintained.
- 12. **Review and consider LEA's learning continuity and attendance plan**. LEA is required to develop a learning continuity and attendance plan and address the impact of COVID-19 in accordance with Education Code section 43509(b) and the template developed by the State Superintendent of Public Instruction. CONTRACTOR shall review LEAs final approved

learning continuity and attendance plan, and incorporate, to the extent feasible, applicable strategies to ensure instructional continuity for students transitioning between distance learning and in-person instruction including access to devices and connectivity, mechanisms for measuring student participation and determining student progress through live contact and synchronous instructional minutes as well as how the time value of student work will be measured, professional development, additional supports for students with unique and exceptional needs, how student learning loss will be addressed, how to monitor and support the mental health and social emotional well being of students and staff.

13. **Provision of nutritionally adequate meals for students eligible for free and reduced prices meals**, whether engaged in in-person instruction or distance learning.

CONTRACTOR and LEA acknowledge that when in-person instruction is authorized to resume, it is likely that additional classroom or school closures will occur as a result of COVID-19 exposure. After in-person instruction for 2020-2021 resumes at CONTRACTOR's school site, for any subsequent classroom or school closure due to COVID-19, distance learning shall be provided as set forth herein.

#### PAYMENT FOR DISTANCE LEARNING

#### Payment for Services During Distance Learning – ESY 2020-2021

- 1. LEA agrees to pay CONTRACTOR the rates specified in Exhibit A of the Master Contract for ESY 2020-2021 exclusively provided via distance learning as follows:
  - A. Daily Rate: The basic education program/special education instruction daily rate ("Daily Rate") for each LEA student to whom CONTRACTOR provides or makes available via distance learning in accordance with Section 3(a) of Amendment No. 1 to Master Contract 2019-2020, incorporated herein by reference.
  - B. **Related Services:** For related services that CONTRACTOR provides or makes available to LEA students via distance learning in accordance with Section 3(a) of Amendment No. 1 to Master Contract 2019-2020, except transportation, as specified in the ISA x 90%.
  - C. **Transportation**: For transportation as specified in the ISA x 80%.

#### Payment for Services During Distance Learning - Regular Academic Year 2020-2021

- 1. LEA agrees to pay CONTRACTOR the rates specified in Exhibit A of the Master Contract for distance learning provided during the regular academic year 2020-2021 in accordance with SB 98 as follows:
  - A. **Daily Rate**: The Daily Rate for each LEA student to whom CONTRACTOR provides distance learning in accordance with Education Code sections 43500 through 43511 and provides appropriate documentation of participation and attendance.
    - (1) **Documentation:** CONTRACTOR shall provide documentation of each LEA student's daily attendance and participation to LEA with the monthly billing invoice.
  - B. **Related Services**: The rate specified in Exhibit A of the Master Contract for related services that CONTRACTOR provides to LEA students via distance

learning in accordance with the Student's IEP/ISA and distance learning plan, except transportation, and subject to the following:

- (1) Individual Aid/Instructional Assistant. In the event the IEP provides for any form of individual instructional/behavioral aid or assistant ("1:1"), payment is contingent upon documentation verifying student's attendance in the distance learning instruction scheduled for that day (e.g., daily live interaction with teacher and peers for purposes of instruction per Education Code section 43503(b)) and the 1:1's participation. Documentation shall be provided to LEA with the monthly billing invoice. Documentation may include, but is not limited to daily attendance logs and weekly engagement records.
- (2) **Documentation of Related Services other than 1:1 and Transportation.** CONTRACTOR shall provide documentation to LEA with the monthly billing invoice verifying the related service provided as well as the date, frequency and duration of the related service provided to LEA student (e.g. service logs).
- C. **Transportation**: Transportation as specified in the LEA student's IEP/ISA shall be paid at 50% of the rate specified in Exhibit A of the Master Contract. In lieu of daily transportation, transportation staff and equipment may be utilized for student delivery of materials, equipment or any other transportation need to facilitate Distance Learning. In the event transportation is used to support the provision of distance learning, documentation of how transportation was used, including dates/times shall be provided to LEA together with the monthly invoice. When in-person instruction resumes and transportation is provided in accordance with a student's IEP/ISA, transportation will be paid in accordance with the rates in Exhibit A for those students actually being transported by CONTRACTOR.
  - (1) **Bus Aid**. In the event the IEP provides for any form of bus aid, no payment will be provided during distance learning. When in-person instruction resumes and transportation is provided in accordance with a student's IEP/ISA, any bus aid will be paid in accordance with the rates in Exhibit A for those students actually being transported by CONTRACTOR with a bus aid in attendance.

#### ADDITIONAL PROVISIONS RELATED TO DISTANCE LEARNING

CONTRACTOR agrees to follow guidance issued by state and federal agencies (e.g. California Department of Education and United States Department of Education) regarding distance learning and services to students with disabilities through distance learning as well as any applicable Executive Orders, state and federal laws/regulations addressing distance learning and/or services to students with disabilities.

CONTRACTOR shall continue to comply with the Family Educational Rights and Privacy Act ("FERPA") and to the extent applicable, the Health Insurance Portability and Accountability Act ("HIPAA"), to protect the privacy of LEA students during distance learning.

CONTRACTOR acknowledges that once its school site reopens and in-person instruction resumes, CONTRACTOR will need to review each LEA students' progress during distance learning as of March 2020 and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up sessions or additional service and shall work together to collaborate with families and amend IEP/ISAs as appropriate. CONTRACTOR agrees to provide make-up sessions and/or additional supports to LEA students, at no additional cost to LEA for make-up services identified as of March 2020 through the end of ESY 2020, if the make-up services can be provided during regular school hours utilizing existing staff during their regularly scheduled work hours. CONTRACTOR and LEA shall confer and agree to alternative payment arrangements if the make-up services cannot be provided during regular student and staff hours or were identified during the regular academic year 2020-2021. As used herein the term "make-up services" is distinct from compensatory education ordered by the Office of Administrative Hearings/California Department of Education. Any payment for compensatory education shall be governed by the Master Contract.

### FIRST AMENDMENT TO PSA NO. 2021180

# BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND AUTISM BEHAVIOR SERVICES, INCORPORATED

This First Amendment to PSA No. 2021180 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Autism Behavior Services, Incorporated (hereinafter referred to as "Consultant").

### RECITALS

WHEREAS, on December 16, 2020, District's Board of Trustees approved an Agreement with Consultant for the term from October 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. 2021180 to reflect a revised contract value of \$20,000.00;

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 \$20,000.00 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	Dr. Rosa Patterson
Print Name	Print Name
Executive Director, Contracts & Purchasin	g <u>Executive Director</u>
Title	Title
Board Approval Date: March 17, 2021	Date:

### EXHIBIT 1



### **PROFESSIONAL SERVICES MASTER AGREEMENT**

This Agreement for Professional Services ("<u>Agreement</u>") 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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

### **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 "<u>Consulting Services</u>");

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. 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.

<u>Term of Agreement</u>. 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.

<u>Additional Terms</u>. 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:	Josh Readman		
Name:	Lynh N. Rust		
Title: Executive Director, Contracts & Purchasing			
Board Approval Date : December 16, 2020			

# Contractor

Signature: Name: Title: Address:

Email Address:

Rosa Patterson
Dr. Rosa Patterson
Executive Director
2080 N. Tustin Ave, Suite B
Santa Ana, CA 92705
drpatterson@autismbehaviorservices.com

Professional Services Master Agreement Capistrano Unified School District EXHIBIT #3 Page 2 of 9

1

### **GENERAL CONDITIONS**

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

- 1. <u>Engagement of Services</u>. 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. <u>Invoicing</u>. 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. <u>Expenses</u>. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. <u>Independent Consultant</u>. 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. <u>Originality of Services</u>. 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. <u>Copyright/Trademark/Patent</u>. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
- 7. <u>Termination</u>. 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 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. <u>Return of District Property</u>. 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. <u>Insurance</u>. 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. <u>Assignment</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
- 12. <u>Notices</u>. 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. <u>Compliance with Applicable Laws</u>. 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. <u>Permits/Licenses</u>. 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. <u>Employment with Public Agency</u>. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other that 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non-waiver</u>. 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. <u>Severability</u>. 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. <u>Attorney Fees/Costs.</u> 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. <u>Governing Law</u>. 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. <u>Construction of Agreement</u>. 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 <u>California Civil Code</u> section 1654.
- 23. <u>Conflict</u>. 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. <u>No Use of Mark or Name</u>. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
- 26. <u>Singular and Plural</u>. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
- 27. <u>Successors in Interest</u>. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
- 28. <u>Survival and Severability</u>. 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. <u>Consultant's Employees</u>. 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 determing and resolving such claims.

Professional Services Master Agreement Capistrano Unified School District EXHIBIT #3 Page 5 of 9

### 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 proponent of the claim. Within five within (5) business days of receipt of the 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 <u>OR</u> Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation $\checkmark$ 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

# 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)	ОТ	\$200	Per Hour
Orientation and Mobility Instruction (5 CCR 3051.3)	ОМ		
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)	·

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
From: Prepared by:	Clark Hampton, Deputy Superintendent, Business and Support Services John Forney, Chief Facilities Officer
Date:	March 17, 2021
Board Item:	Change Order No. 1 Bid No. 2021-09, Philip Reilly Elementary School Shade Structure Project

### **HISTORY**

Five bids were received and opened on October 27, 2020 for the Philip Reilly Elementary School Shade Structure Project. The bidder offering the lowest base price was used to determine the lowest responsive bidder. A2Z Construct Incorporated was the lowest responsive bidder at \$115,000. This project is funded by Redevelopment Agency Mission Viejo.

### **BACKGROUND INFORMATION**

The Board approved the Award of Bid No. 2021-09 in the amount of \$115,000 to A2Z Construct Incorporated at the November 18, 2020 Board meeting.

### **CURRENT CONSIDERATIONS**

Change Order No. 1 is related to re-routing the existing storm drain around the new footing locations. This change order consists of additions, deletions, or other revisions now being presented to the Board for approval. All such changes in the work are performed under applicable conditions of the change in contract documents.

### FINANCIAL IMPLICATIONS

The financial implications related to this agenda item are detailed in the attached exhibit for Change Order No. 1 to Bid No. 2021-09 in the amount of \$4,450 bringing the total project cost up from \$115,000 to \$119,450. With this change order, the project remains under budget.

### **STAFF RECOMMENDATION**

It is recommended the Board approve Change Order No. 1 to Bid No. 2021-09, Philip Reilly Elementary School Shade Structure Project in the amount of \$4,450.

PREPARED BY: John Forney, Chief Facilities Officer

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

Page 1 of 1

EXHIBIT #4



<b>PROJECT:</b> Philip Reilly Elementary School Shade Structure Project 24171 Pavion	OWNER: CM FIRM: ARCHITECT:	Capistrano Unified School District TELACU Construction Management WLC Architects
Mission Viejo, CA 92692	ARCHITECT PROJECT #:	2012200
CONTRACTOR: A2Z Construct Incorporated	<b>BID NUMBER:</b>	2021-09
P.O. Box 80425 Rancho Santa Margarita, CA 92688	DATE:	2/8/2021

ITEM	NO. DESCRIPTION	WORK ORDER		AMOUNT
1	Per RFI #3, the District directed Contractor to remove existing storm drain and re-route around new footing locations to be out of conflict. Additional man hours were used to unload all shade shelter equipment. Six existing footings were not in conflict with the new footings and a credit was issued for the work that was planned to remove them. Per RFI #4, additional concrete was used at footing locations.		\$	4,450.00
	TOTAL A The proposed change does <b>NOT</b> 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	AMOUNT:	\$	4,450.00
Net Cha The cor	jinal contract sum was: nges by previously authorized change orders: tract sum prior to this change order was: tract sum will be changed by this change order in the amount of:		\$ \$ \$ \$	115,000.00 - 115,000.00 4,450.00
	ontract Sum Including This Request for Change Order		\$	119,450.00

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

A2Z Construct Incorporated P.O. Box 80425 Rancho Santa Margarita, CA 92688

DocuSigned by: m and By: 2/9/2021

Date:

### ARCHITECT

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

DocuSigned by: By: 2/9/2021

Date:

### **OWNER**

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

By:	DocuSigned by:	
Date:	2/9/2021	

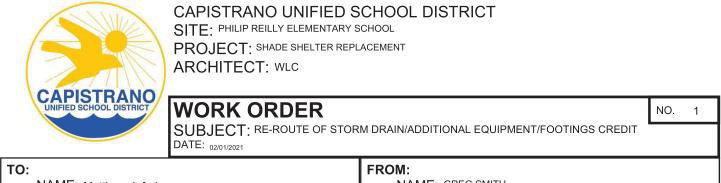
	r C
Order	
	2
	5

	Project:	Philip R	Philip Reilly Elementary School Shade Structure Project	ade Structure Project
	Original Contract Value:		Ś	115,000.00
	Current Contract Value:		ŝ	119,450.00
CAPISTRANO	Change Order Summary	Code	Percent Change	Amount
UNIFIED SCHOOL DISTRICT	Scope Change	SC	0.00% \$	1
	Value Engineering	VE	0.00% \$	I
Capistrano Unified School District	Unforeseen Conditions	nc	0.00% \$	
33122 Valle Road	Code Requirements	CR	0.00% \$	
San Juan Capistrano, CA 92675	Errors & Omissions	EO	3.87% \$	4,450.00
	Total		3.87%	\$4,450.00
Board Change Order Approval Work Order			Change Order	
NO. DOTE NO.		Status		Amount

4,450.00 ŝ ОШ PENDING 1/13/2021 Re-route storm drain around footings Salar 001 3/17/2021 **Change Order 01 Total** 01 Cha No.

**Grand Total** 

<mark>\$4,450.00</mark> \$4,450.00



NAME: Matthew Jafari COMPANY: A2Z Construct Inc. 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 #3, Contractor is remove existing storm drain and re-route around new footing locations to be out of conflict. Additional man hours were used to unload all shade shelter equipment. Six existing footings were not in conflict with the new footings and a credit was issued for the work that was planned to remove them. Per RFI #4, additional concrete was used at footing locations.

NO.	ITEM DESCRIPTION	AMOUNT
1	Storm Drain Re-Route	\$ 6,245.00
2	Additional Concrete at footings	\$ 1,500.00
3	Forklift and labor hours	\$ 650.00
4	Credit for Existing Footing Demo	-\$ 3,945.00

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 <u>\$ 4,450.</u>	.00	NOT TO EXCEED	\$	
TIME AND MATERIALS	. SUBMIT DAILY TIME AND MATERIAL D	OCUMENTATION ON 'TIME	AND MATERIAL DAIL	Y EXTRA WORK' FORMS
	PROMPTLY FOR THE WORK DESCRIBEI PPOSAL' SUBJECT TO REVIEW AND WIL			
IN ACCORDANCE WITH	H CONTRACT UNIT PRICES			
TIME:				
		PACT TO CONTRACT COM	PLETION IS ESTIMAT	ED AT DAYS.
DAYS: THE IMMEDIATELY FOLLOW	MPLETION DATE BUT IS EXPECTED TO CONTRACTOR WILL CREATE ACTIVITIE VING APPROVAL OF THIS WORK ORDED DANCE WITH THE CONTRACTOR'S WEE	S IN THE CONTRACTOR'S R SHOWING THE IMPACT C	DETAILED CONSTRU F THIS WORK. THES	CTION SCHEDULE
	Signature			Date
CUSD - JOHN FORNEY	DocuSigned by:			2/9/2021

CUSD - JOHN FORNEY	Decelsioned by:	2/9/2021
Construction Manager		2/9/2021
General Contractor	DocuSigned by: M QMA	2/9/2021
Architect of Record		2/9/2021
Inspector of Record	Docusigned by: Michael Harna	2/9/2021
Page 3 of 10	2D048534658D4A0	

EXHIBIT #4



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

Project: 2021-09 - Philip Reilly ES Shade Structure

# **Existing Storm Drain Pipe**

TO:	Kathleen Gillette (WLC Architects)	FROM:	Matthew Jafari (A2Z Construct Inc)
	Steve Stearns (WLC Architects)	STATUS:	Open
DATE INITIATED:	11/25/2020	DUE DATE:	11/28/2020
LOCATION:		COST CODE:	
PROJECT STAGE:	Course of Construction	SCHEDULE IMPACT:	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	
DRAWING NUMBER:	A 1.2	REFERENCE:	
LINKED DRAWINGS:			

RECEIVED FROM: Matthew Jafari (A2Z Construct Inc)

### COPIES TO:

Daniel Clem (TELACU Construction Management), Michael Clem (TELACU Construction Management), Kathleen Gillette (WLC Architects), Michael Hanna (VIS - Vital Inspection Services), Greg Smith (TELACU Construction Management), Steve Stearns (WLC Architects)

### Question from Matthew Jafari (A2Z Construct Inc) at 01:17 PM on 11/25/2020

The site plan shows the new location of the concrete columns. However, we have existing storm drain pipes crossing the new proposed concrete column footings (9).

### Please advise.

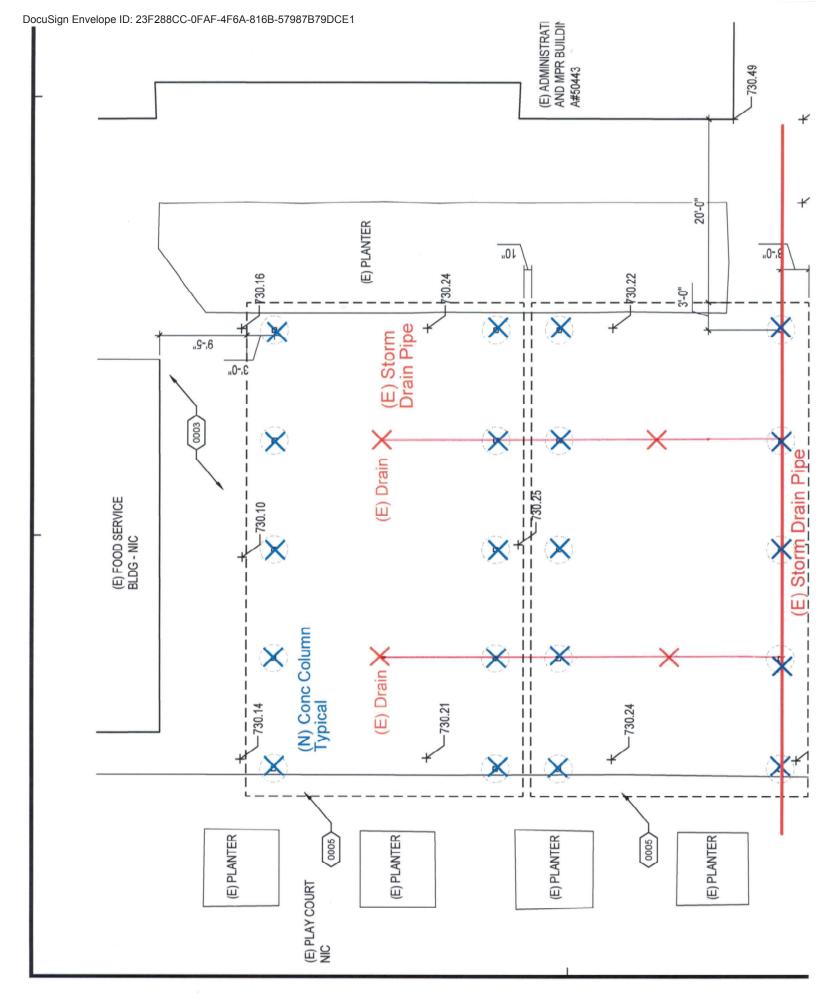
Attachments:

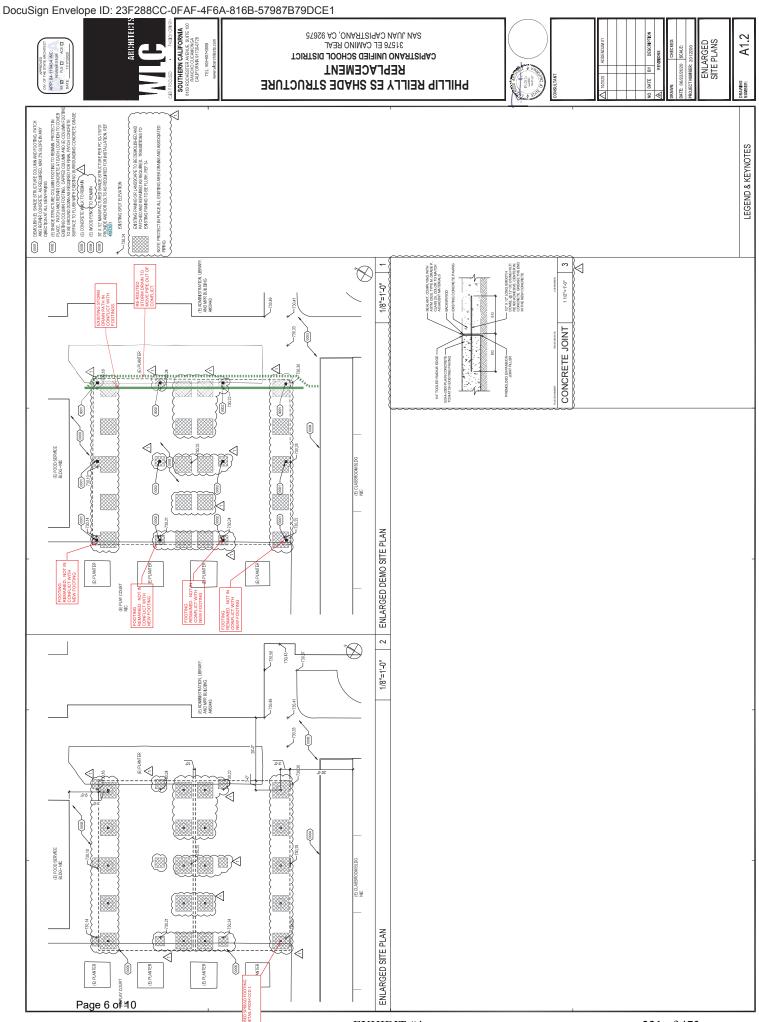
### P.R.ESStormDrainpdf

Awaiting an Official Response

### All Replies:

Reroute existing storm drain lines as required to avoid new column footings. Kathleen Gillette, PBK-WLC 11/30/2020







Project: 2021-09 - Philip Reilly ES Shade Structure

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

# **Confirming RFI for Concrete Conflict**

TO: DATE INITIATED: LOCATION:	Kathleen Gillette (WLC Architects) 12/10/2020	FROM:	Greg Smith <b>(TELACU Construction</b> <b>Management)</b> 604 N. Eckhoff Street Orange, California 92868
PROJECT STAGE:		STATUS:	Open
COST IMPACT:		DUE DATE:	12/13/2020
DRAWING NUMBER:		COST CODE:	
LINKED DRAWINGS:		SCHEDULE IMPAC	T:
		SPEC SECTION:	
		REFERENCE:	

### RECEIVED FROM:

COPIES TO:

Michael Hanna (VIS - Vital Inspection Services), Greg Smith (TELACU Construction Management), Steve Stearns (WLC Architects)

### Question from Greg Smith (TELACU Construction Management) at 01:16 PM on 12/10/2020

Per contractor discussion it has been proposed to proceed with spread footing detail in lieu of pile footing to avoid conflict with concrete block at most south west footing location.

Concrete block is encroaching 5" laterally into the 36" diameter pile column excavation and is located at 54" below grade.

Per contractor discussions are exceptions taken to proceed with spread footing per detail 5 on sheet MT30.1 pending CCD?

Attachments:

Capture.JPG 1B49C692-5100-418A-94D9-467EE5BBB42A.jpeg

Awaiting an Official Response

### All Replies:

WLC takes no exception to use of spread footing in lieu of caisson. Refer to attached CCD. Note that CCD is still pending DSA approval and contractor proceeds at risk. -Kathleen Gillette, WLC 12/10/2020



# 140

# **APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT**

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

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes No						
Deferred Submittal  Addendum Number:  Rev	sion Number:	CCD Nur	nber: 1	Category A 🗸	or B	
2. PROJECT INFORMATION:						
School District/Owner: Capistrano Unified School District			DSA File Numbe	er: 30 9		
Project Name/School: Phillip Reilly ES Shade Structure Replaceme	ent		DSA Application	Number 04	119434	
3. APPLICANT INFORMATION:						
Date Submitted: 12/10/20	Attached Pages? No Y	es 🗸 Num	ber of pages? 1			
Firm Name: WLC Architects, Inc.	Contact Name: Kathleen	Gillette				
Work Email: kgillette@wlcarchitects.com	Work Phone: (909) 987-0	909				
Firm Address: 8163 Rochester Ave, Suite 100	City: Rancho Cucamong	ja	State: CA	Zip Code: 9173	80	
4. REASON FOR SUBMITTAL: (Check applicable boxes)						
□ For revision or addendum prior to construction.		🗹 For a	project currently u	Inder construction		
□ For a project that has a form <i>DSA 301-N: Notification of Requiren</i> a 90-Day Letter issued.	nent for Certification, DSA 301	1-P: Postec	Notification of Re	equirement for Cer	<i>rtification</i> or	
□ To obtain DSA approval of an existing uncertified building or build	lings.					
□ For Category B CCD this is: □a voluntary submittal, □a DSA rea	quired submittal (attach DSA r	notice requ	iring submission).			
5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHA	RGE:					
Name of the Design Professional In General Responsible Charge:	Bruce Ou					
Professional License Number: C-34832	Discipline: Architect					
Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project. Signature:						
6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:						
For addenda, revisions, or CCDs: CHECK THIS BOX $\Box$ to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form <i>DSA 1: Application for Approval of Plans and Specifications</i> for this project. (For <i>Deferred Submittals</i> , refer to <i>IR A-18: Use of Construction Documents Prepared by Other Professionals,</i> and <i>IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents</i> , when applicable, for signature and seal requirements.)						
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): Adding spread footing detail back into project to accommodate field conditions where needed.						
List of DSA-approved drawings affected by this post-approval docur MT30.1	nent:					

DSA USE ONLY						
				Returned	DSA STAMP	
SSS	Date	_ □Approved □Disapproved □Not Requi	red	Date:		
Comments:				Derr		
				By:		
FLS	Date	_ □Approved □Disapproved □Not Requi	red			
Comments:						
ACS	Date	_ □Approved □Disapproved □Not Requi	red			
Comments:						

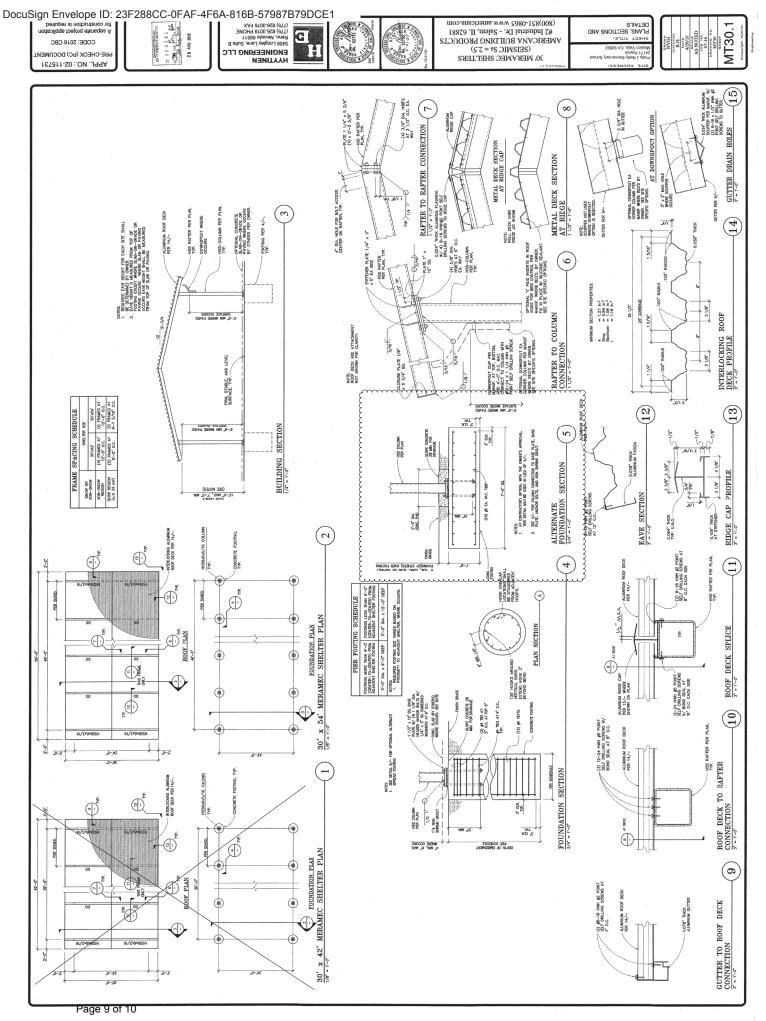


EXHIBIT #4

A2Z Cons	CHANGE ORDER REQUEST			
PO Box 80425 Rancho Santa	Margarita, CA 92688	Phone: (949)283-5179 Fax: (949)589-4274	No.	1
TITLE:	Change Order Request	DATE:	01/13/2021	
PROJECT:	Purchase Order P68P2009 Philip Reilly Elementary School Shad	le Structure		
то:	Attn: Greg Smith Capistrano Unified School District 24171 Pavion Mission Viejo, CA 92692 Phone:(714)541-2390			

### DESCRIPTION

1. Cap (E) storm drain (12") conc pipe, reroute and install 10" SDR 35 (N) with rebar, conc (N) and equipment \$6,245

2. Remobilize and pour conc for (N) footings \$1,500

3. Forklift and laborer for unloading shade structure materials \$650

4. Credit the District for not removing six (6) (E) footings (-)\$3,945

**Total:** \$4,450.00

APPROVAL		M
Ву:	Ву:	
Date:	Date:	1 13

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

Board of Trustees
Clark Hampton, Deputy Superintendent, Business and Support Services John Forney, Chief Facilities Officer
March 17, 2021
Change Order No. 6, Bid No. 1920-04, Aliso Niguel High School STEM Building Project

### **HISTORY**

Ten bids were received and opened on November 5, 2019 for the Aliso Niguel High School STEM Building Project. The bidder offering the lowest base price was used to determine the lowest responsive bidder. New Dynasty Construction Company was the lowest responsive bidder at \$10,954,576. This project is funded by CFD 87-1 and if necessary, 2015 2 Liberty land sale revenue and interest earnings.

### **BACKGROUND INFORMATION**

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

The Board approved Change Order No. 1 in the amount of \$14,743.80 to Bid No. 1920-04 at the May 20, 2020 Board meeting. This change order was related to internet drops and tile specifics in order to meet District standards.

The Board approved Change Order No. 2 in the amount of \$28,128.91 to Bid No. 1920-04 at the July 15, 2020 Board meeting. This change order was related to an additional removal of two trees impacting the course of construction. This change order also includes modifications to steel, plumbing routing, drainage and the fire post indicator valves.

The Board approved Change Order No. 3 in the amount of \$15,098.48 to Bid No. 1920-04 at the September 23, 2020 Board meeting. This change order was related to changes to increase the size of a utility detection line, increase the size of the incoming gas line and an increase in the resolution of the new marquee display to match the other marquees in the District.

The Board approved Change Order No. 4 in the amount of \$210,448.16 to Bid No. 1920-04 at the October 21, 2020 Board meeting. This change order was related to rerouting conflicting solar lines outside of the project area.

Page 1 of 2

The Board approved Change Order No. 5 in the amount of \$13,580.72 to Bid No. 1920-04 at the November 18, 2020 Board meeting. This change order was 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.

### **CURRENT CONSIDERATIONS**

Change Order No. 6 is related to re-routing the gas line due to SoCal Gas requirements, the addition of structural steel supports per DSA requirements, and the installation of low voltage wires to the existing portables damaged due to the lines being unforeseen and in the footprint of the building. 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. 6 to Bid No. 1920-04 in the amount of \$84,717.57 bringing the total project cost up from \$11,236,576.07to \$11,321,293.64. With this change order, the project remains under budget.

### **STAFF RECOMMENDATION**

It is recommended the Board approve Change Order No. 6 to Bid No. 1920-04, Aliso Niguel High School STEM Building Project in the amount of \$84,717.57.

PREPARED BY: John Forney, Chief Facilities Officer

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



# **CHANGE ORDER**

### **PROJECT: OWNER:** Capistrano Unified School District Aliso Niguel High School CM FIRM: **TELACU** Construction Management STEM Building Project **ARCHITECT:** WLC Architects 28000 Wolverine Way **ARCHITECT PROJECT** Aliso Viejo, CA 92656 1724900 #: CONTRACTOR: **BID NUMBER:** 1920-04 New Dynasty Construction Company 3002 Dow Ave., Suite 204 DATE: 2/9/2021 Tustin, CA 92780

NO.

**OWNER** 

6

ITEM	NO. DESCRIPTION	WORK ORDER		AMOUNT
1	Per DSA CCD B008, gas line re-route to rooftop path. The District directed contractor to relocate gas line from existing meter to the roof per DSA CCD B008.	18	\$	60,487.84
2	Per unforeseen conditions, underground low voltage and fire wires were damaged during the course of construction. District directed contractor to replace wiring to provide connection back to portable classrooms.	19	\$	24,229.73
	TOTAL A The proposed change does <b>NOT</b> 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	MOUNT:	\$	84,717.57
Net Cha The cor <u>The cor</u>	ginal contract sum was: nges by previously authorized change orders: tract sum prior to this change order was: tract sum will be changed by this change order in the amount of: ontract Sum Including This Request for Change Order		\$ \$ \$ <b>\$</b>	10,954,576.00 282,000.07 11,236,576.07 84,717.57 <b>11,321,293.64</b>

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

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

### CONTRACTOR

### ARCHITECT

New Dy	nasty Construction Company	WLC Archit	tects	Capistrano U	nified School District
3002 D	ow Ave., Suite 204	8163 Roch	ester Ave., Suite 100	33122 Valle F	Road
Tustin,	CA 92780	Rancho Cu	camonga, CA 91730	San Juan Car	pistrano, CA 92675
By:	Shurwin (Lugini F7F2193B73D944C	Ву: _	F722C10B861C4C6	Ву: _	DocuSigned by:
Date:	2/9/2021	Date:	2/11/2021	Date:	2/11/2021

	OND	DISTRICT
	CAPISTR	UNIFIED SCHOOL I
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Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675

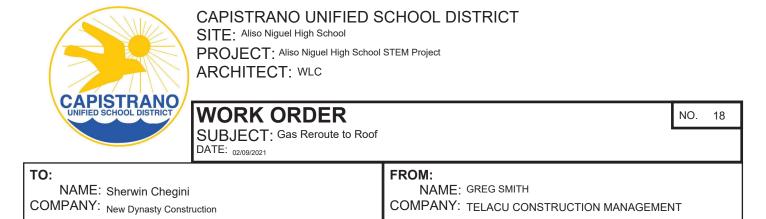
# Change Order Log

Project:	4	liso Niguel H	igh Sch	Aliso Niguel High School STEM Building
Original Contract Value: Current Contract Value:			ጥ ጥ	10,954,576.00 11,321,293.64
		Percent		
Change Order Summary	Code	Change		Amount
Scope Change	sc	0.71%	Ŷ	77,760.64
Value Engineering	VE	0.00%	Ŷ	·
Unforeseen Conditions	СC	2.15%	Ŷ	235,105.60
Code Requirements	CR	0.00%	Ŷ	I
Errors & Omissions	EO	0.49%	Ŷ	53,851.40
Totol		2 2507		C246 717 6A

Change Order	Boara Approval	Work Order				Change		
No.	Date	No.	Date	Subject	Status	Order Code	9	Amount
01	5/20/2020	100	4/15/2020	Installation of pathway for IP clocks & vape detection systems	APPROVED	sc	Ş	8,797.96
01	5/20/2020	002	4/15/2020	CCD-03 Change in tile from Daltile to American Olean	APPROVED	SC	Ŷ	5,945.84
Change Order 01 Total	01 Total							\$14,743.80
02	7/15/2020	003	6/5/2020	Removal of (2) Trees	APPROVED	G	Ŷ	1,219.00
02	7/15/2020	004	6/5/2020	Steel Changes - CCD-002	APPROVED	EO	Ŷ	2,077.29
02	7/15/2020	005	6/5/2020	Plumbing Changes - CCD-004	APPROVED	EO	Ŷ	10,558.66
02	7/15/2020	900	6/5/2020	Drains and Downspouts - CCD-005	APPROVED	EO	Ŷ	9,995.80
02	7/15/2020	007	6/5/2020	Fire PIV Adjustment - RFI 050	APPROVED	Ö	Ŷ	4,278.16
Change Order 02 Total	02 Total							\$28,128.91
03	9/23/2020	008	7/15/2020	Upsized 10" DDCA per RFI #062	APPROVED	EO	Ŷ	11,133.18
03	9/23/2020	600	7/15/2020		APPROVED	EO	Ş	1,436.30
03	9/23/2020	010	7/15/2020	Drains and Downspouts - CCD-005	APPROVED	sc	Ş	2,529.00
Change Order 03 Total	<b>33 Total</b>							\$15,098.48
04	10/21/2020	011	9/17/2020	Solar Re-route	APPROVED	nc	Ş	210,448.16
Change Order 04 Total	04 Total							\$210,448.16
05	11/18/2020	012	10/13/2020	Submittal 220719 Insulation Response Credit	APPROVED	nc	¢	(2,521.00)
05	11/18/2020	013	10/13/2020	Ramp Demolition	APPROVED	nc	Ŷ	6,868.80
05	11/18/2020	014	10/13/2020	RFI #015 Credit for Sewer Line	APPROVED	nc	Ş	(12,356.63)
05	11/18/2020	015	10/13/2020	Relocation of Light Pull Box	APPROVED	nc	Ŷ	2,984.96
05	11/18/2020	016	10/13/2020	PIV Relocation per RFI #058	APPROVED	nc	Ş	5,451.58
05	11/18/2020	017	10/13/2020	Elevator Tower Height	APPROVED	EO	Ş	13,153.01
Change Order 05 Total	05 Total							\$13,580.72

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Change Order	Board Approval Dato	Š		to cidin 2	Ctature	Change Order Cede		Amount
06	3/17/2021	018	2/5/2021	Gas Reroute at Roof	PENDING	SC SC	<b>ب</b>	60,487.84
90	3/17/2021	019	2/5/2021	Installation of Pathways for Portable Reconnection	PENDING	nc	Ŷ	24,229.73
Change Order 06 Total	06 Total							\$84,717.57
<b>Grand Total</b>								\$366,717.64



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 DSA CCD B008, gas line re-route to rooftop path. Gas line from existing meter is to be relocated to the roof per DSA CCD B008.

NO.	ITEM DESCRIPTION	AMOUNT
1	Gas Reroute at Roof	\$ 60,487.84

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

COST:				
LUMP SUM	\$ 60,487.84	NOT TO	EXCEED	\$
	ATERIALS. SUBMIT DAILY TIME	AND MATERIAL DOCUMENTATIO	N ON 'TIME	AND MATERIAL DAILY EXTRA WORK' FORMS.
		WORK DESCRIBED ABOVE. THE C REVIEW AND WILL BE RESOLVED		HE WORK WILL BE DETERMINED FROM THE JTUALLY AGREEABLE.
IN ACCORDA	NCE WITH CONTRACT UNIT PR	RICES		
TIME:				
NO CHANGE	TIME IMPACT UKNOW		RACT CON	IPLETION IS ESTIMATED AT DAYS.
DAYS: IMMEDIATELY	THE CONTRACTOR WILL ( Y FOLLOWING APPROVAL OF T	CREATE ACTIVITIES IN THE CONT	RACTOR'S E IMPACT (	CTIVITIES. ACTIVITY NUMBERS: DETAILED CONSTRUCTION SCHEDULE DF THIS WORK. THESE ACTIVITIES WILL BE DULE.
	0:			

	Signature	Date
CUSD - JOHN FORNEY	Councilianted by:	2/11/2021
Construction Manager	DocuSigned by:	2/11/2021
General Contractor		2/9/2021
Architect of Record		2/11/2021
Inspector of Record	F72C108861C4C6 DocuSigned by: BRUCE WIWIAMS	2/11/2021
Page 4 of 27	- 773B3EE00468403	



# New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)



11/09/20	CHANGE ORDER REQUEST NUMBER: 22
PROJECT:	Aliso Niguel High School Stem Addition
LOCATION:	28000 Wolverine Way, Aliso Viejo
PREPARED BY:	Sherwin Chegini
REASON FOR CHANGE:	
Owner Request	
CCD-008B	
SCOPE OF WORK:	

Reroute of gas line to be installed on top of Roof per revised drawings P1.1 and P4.1 incorporated as part of CCD008B. Credit for initial in ground pipe was credited as part of COR #11 Gas reroute upsizing 3" pipe. Costs includes roof patch at low roof near front of campus

		TIME EXTENSION	
DATE COMPLETED:		DAYS FOR THIS CHANGE ORDER	0
COST BREAKDOWN:	\$ 57,064.00		
TIME and MATERIALS or LUMP SUM:	500.00		

SUBCONTRACTORS COST			56564.00
MATERIAL COST			0.00
LABOR COSTS			0.00
MISCELLANEOUS COSTS			500.00
GENERAL CONDITIONS	DAYS @	PER DAY	
		TOTAL COSTS	57064.00
	5%	OVERHEAD	2853.20
		SUBTOTAL	59917.20
	1%	BONDING & INSURANCE	570.64
		SUBTOTAL	60487.84

### TOTAL FOR THIS CHANGE ORDER

### I APPROVE AND AUTHORIZE THE ABOVE REFERENCED SCOPE OF WORK AND BILLING

Sherwin Chegini		Project Manager		
NAME (PLEASE PRINT)	SIGNATURE	TITLE	DATE	
Michael Clem				
NAME (PLEASE PRINT)	SIGNATURE	TITI E	DATE	

60487.84

# New Dynasty Construction Co. **CHANGE ORDER REQUEST (COR)**



### SUB CONTRACTORS

NAME	TRADE	SCOPE OF WORK	TOTAL
Empearyean Plumbing Inc	Plumbing	Gas Reroute Roof	\$ 56,564.00
			\$ -
	ΤΟΤΑΙ	FOR SUB CONTRACT	\$ 56 564 00

IOTAL FOR SUB CONTRACT \$ 56,564.00

### MATERIALS

UNIT	DESCRIPTION	QUANTITY	Price	TOTAL
				\$ -
		TOTAL MA	ATERIA	\$-

### LABOR COSTS

NAME	TRADE	WORK DONE	HOURS	RATE	TOTAL	
					\$-	-
			TOTA	AL LABO	\$-	

### **MISCELLANEOUS**

ITEM	DESCRIPTION OF USE		COST
Roof Patch for 3" gas line	penetration at low roof		\$500
		:	\$-
		:	\$-
Page 6 of 27	MISCEL	LANEOUS	\$ 500.00

# **EMPYREAN PLUMBING, INC**

PO Box 5680, Riverside, CA 92517 License No. 879157 C36, C34 951-776-4616 FAX 951-346-5675

### **CHANGE ORDER REQUEST #15**

November 04, 2020

# **RE:** Aliso Niguel H.S. STEM Building EPI Job # 1199

Dear Sherwin,

### Our quoted price for:

Provide and install new gas line per the revised P1.1 & P4.1 as described in the outlined below. Price includes roof blocks, strapping, welding along with the protection to the roof with fire blanket, boom lift to get material onto roof, steel pipe/fittings, poly pipe, transition risers, flanged adaptors, NBG kits, plug valves, and testing new isolated system.

### **Reference: CCD#008**

Exclusions: Soil Export, roof patch, Testing Existing Pipe, all saw cut/demo/patch of any surface, painting new and existing exposed pipe, seismic attachments to the existing structure for the entire new and existing gas line.

Total net change to contract: \$56,564.00

Additional time required: 0 day(s)

The total cost shown on this page may not be used as a basis for T & M pricing not to exceed. All pricing is only reflective of current conditions on the jobsite and are subject to change based upon the conditions at time of approval.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, disruptions, rescheduling, change in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals related to this same work. The work of other trades, which may be required to complete this change order, is not part of this change proposal.

This quote is valid for (30) calendar days from the above date and void thereafter. All work affected by either the acceptance or rejection of the enclosed change order quotation is on hold pending notification.

Respectfully,

holas E. Farm

Nicholas Farmer Project Manager

## BID RECAP SHEET

11/4/2020

### Company: Empyrean Plumbing & Mechanical JobName: Q:\FILE\FastEST-Local.site\Jobs\2019-75-C-15.job Bid: FastEst

Bid:	FastEst					
PLUMBING/PIPING SUMMA	ARY	Plumbing/P	Piping Labor			
FAST	Materials		Direct Rate	Labor \$	Total	
Summary	\$18,486	277.9	\$94.99	\$26,393	\$44,879	
Apprentice	\$0	0.0	\$64.30	\$0	\$0	
Repair Labor Rate	w/Sur	nmary	\$0	\$0		
Pipe Specialties Total		nmary	\$0	\$0		
Pipe Other Total	\$0	w/Sur	nmary	\$0	\$0	
3D BIM Design	\$0	0.0	\$130.00	\$0	\$0	
Fixtures	\$0	0.0	\$94.99	\$0	\$0	
Overtime	\$0	0.0	\$128.89	\$0	\$0	
<b>Deliver Materials to Site</b>	\$0	6.0	\$50.00	\$300	\$300	
Supervision	\$0	0.0	\$94.99	\$0	\$0	
Sub Total	\$18,486		L	\$26,693	\$45,179	
MATERIALS		_	Cost	OH&P \$	Total	OH&P %
Piping Materials/Equipmen	τ		\$18,486	\$2,773	\$21,259	<u>15.0</u> %
Rental Equipment			\$0	\$0	\$0	<u>15.0</u> %
Warranty			\$67	\$10	\$77	<u>15.0</u> %
Material Escalation		_	\$0	\$0	\$0	<u>15.0</u> %
Freight From Supplier		_	\$832	\$125	\$957	<u>15.0</u> %
		\$0 \$0	\$0 \$0	\$0 \$0	<mark>15.0</mark> % 15.0 %	
	Cub Total					15.0 %
	Sub Total Sales Tax	0.0	\$19,384	\$2,908	\$22,292	
	8.8	\$1,706	\$0	\$1,706	45.0 0/	
MATE		\$21,090	\$2,908	\$23,998	15.0 %	
LABOR		Hours	Cost	OH&P \$	Total	OH&P %
Piping Labor		283.9	\$26,693	\$4,004	\$30,697	<mark>15.0</mark> %
Piping Labor Record Drawings		283.9 0.0	\$26,693 <mark>\$0</mark>	\$4,004 \$0	\$30,697 \$0	<mark>15.0</mark> % 15.0 %
Piping Labor Record Drawings Clean Up		283.9 0.0 0.0	\$26,693 \$0 \$0	\$4,004 \$0 \$0	\$30,697 \$0 \$0	15.0 % 15.0 % 15.0 %
Piping Labor Record Drawings		283.9 0.0 0.0 0.0	\$26,693 \$0 \$0 \$0	\$4,004 \$0 \$0 \$0	\$30,697 \$0 \$0 \$0	15.0 % 15.0 % 15.0 % 15.0 %
Piping Labor Record Drawings Clean Up		283.9 0.0 0.0	\$26,693 \$0 \$0 \$0 \$0	\$4,004 \$0 \$0 \$0 \$0 \$0	\$30,697 \$0 \$0 \$0 \$0 \$0	15.0 % 15.0 % 15.0 %
Piping Labor Record Drawings Clean Up	Sub Total	283.9 0.0 0.0 0.0 0.0	\$26,693 \$0 \$0 \$0 \$0 \$0 \$26,693	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004	\$30,697 \$0 \$0 \$0 \$0 \$0 \$30,697	15.0 % 15.0 % 15.0 % 15.0 %
Piping Labor Record Drawings Clean Up AQMD Dust Control	Sales Tax	283.9 0.0 0.0 0.0	\$26,693 \$0 \$0 \$0 \$0 \$0 \$26,693 \$0	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004 \$0	\$30,697 \$0 \$0 \$0 \$0 \$0 \$30,697 \$0	15.0 % 15.0 % 15.0 % 15.0 % 15.0 %
Piping Labor Record Drawings Clean Up AQMD Dust Control		283.9 0.0 0.0 0.0 0.0	\$26,693 \$0 \$0 \$0 \$0 \$0 \$26,693	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004	\$30,697 \$0 \$0 \$0 \$0 \$0 \$30,697	15.0 % 15.0 % 15.0 % 15.0 %
Piping Labor Record Drawings Clean Up AQMD Dust Control	Sales Tax	283.9 0.0 0.0 0.0 0.0	\$26,693 \$0 \$0 \$0 \$0 \$0 \$26,693 \$0	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004 \$0	\$30,697 \$0 \$0 \$0 \$0 \$0 \$30,697 \$0	15.0 % 15.0 % 15.0 % 15.0 % 15.0 %
Piping Labor Record Drawings Clean Up AQMD Dust Control	Sales Tax	283.9 0.0 0.0 0.0 0.0 0.0	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693	\$4,004 \$0 \$0 \$0 \$0 \$4,004 \$0 \$4,004	\$30,697 \$0 \$0 \$0 \$0 \$30,697 \$0 \$30,697	15.0 % 15.0 % 15.0 % 15.0 % 15.0 %
Piping Labor Record Drawings Clean Up AQMD Dust Control	Sales Tax ABOR TOTAL	283.9 0.0 0.0 0.0 0.0 0.0	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693 <b>Cost</b>	\$4,004 \$0 \$0 \$0 \$0 \$4,004 \$0 \$4,004 <b>OH&amp;P \$</b>	\$30,697 \$0 \$0 \$0 \$0 \$30,697 \$0 \$30,697 <b>Total</b>	15.0 % 15.0 % 15.0 % 15.0 % 15.0 %
Piping Labor Record Drawings Clean Up AQMD Dust Control	Sales Tax ABOR TOTAL	283.9 0.0 0.0 0.0 0.0	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693 <b>Cost</b> \$1,780	\$4,004 \$0 \$0 \$0 \$0 \$4,004 \$4,004 <b>OH&amp;P \$</b> \$89	\$30,697 \$0 \$0 \$0 \$30,697 \$0 \$30,697 <b>Total</b> \$1,869	15.0 % 15.0 % 15.0 % 15.0 % 15.0 %
Piping Labor Record Drawings Clean Up AQMD Dust Control	Sales Tax ABOR TOTAL Including Sales Sales Tax	283.9 0.0 0.0 0.0 0.0	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693 \$0 \$1,780 \$0 \$1,780	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004 \$0 \$4,004 <b>OH&amp;P \$</b> \$89 \$89 \$0 \$89	\$30,697 \$0 \$0 \$0 \$0 \$30,697 \$0 \$30,697 <b>Total</b> \$1,869 \$0 \$1,869	15.0 % 15.0 % 15.0 % 15.0 % 15.0 %
Piping Labor Record Drawings Clean Up AQMD Dust Control L SUBCONTRACTS SUBCONTR	Sales Tax ABOR TOTAL Including Sales Sales Tax RACTS TOTAL	283.9 0.0 0.0 0.0 0.0	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693 \$0 \$1,780 \$1,780 \$1,780 \$1,780	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004 \$0 \$4,004 <b>OH&amp;P \$</b> \$89 \$0 \$89 <b>OH&amp;P \$</b>	\$30,697 \$0 \$0 \$0 \$0 \$30,697 \$0 \$30,697 <b>Total</b> \$1,869 \$0 \$1,869 <b>Total</b>	15.0       %         15.0       %         15.0       %         15.0       %         15.0       %         5.0       %
Piping Labor Record Drawings Clean Up AQMD Dust Control L SUBCONTRACTS SUBCONTR	Sales Tax ABOR TOTAL Including Sales Sales Tax RACTS TOTAL less Sales Tax	283.9 0.0 0.0 0.0 0.0	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693 \$0 \$1,780 \$0 \$1,780	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004 \$0 \$4,004 <b>OH&amp;P \$</b> \$89 \$89 \$0 \$89	\$30,697 \$0 \$0 \$0 \$0 \$30,697 \$0 \$30,697 <b>Total</b> \$1,869 \$0 \$1,869 <b>Total</b>	15.0 % 15.0 % 15.0 % 15.0 % 15.0 %
Piping Labor Record Drawings Clean Up AQMD Dust Control L SUBCONTRACTS SUBCONTR	Sales Tax ABOR TOTAL Including Sales Sales Tax RACTS TOTAL less Sales Tax Sales Tax	283.9 0.0 0.0 0.0 0.0 0.0 5 Tax	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693 \$0 \$1,780 \$1,780 \$1,780 \$1,780	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004 \$0 \$4,004 <b>OH&amp;P \$</b> \$89 \$0 \$89 <b>OH&amp;P \$</b>	\$30,697 \$0 \$0 \$0 \$0 \$30,697 \$0 \$30,697 <b>Total</b> \$1,869 \$0 \$1,869 <b>Total</b> \$54,858 \$1,706	15.0       %         15.0       %         15.0       %         15.0       %         15.0       %         5.0       %
Piping Labor Record Drawings Clean Up AQMD Dust Control L SUBCONTRACTS SUBCONTR	Sales Tax ABOR TOTAL Including Sales Sales Tax RACTS TOTAL less Sales Tax	283.9 0.0 0.0 0.0 0.0	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693 \$0 \$1,780 \$1,780 \$1,780 \$1,780 \$1,780	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004 \$0 \$4,004 \$0 \$89 \$0 \$89 <b>OH&amp;P \$</b> \$89 \$0 \$89	\$30,697 \$0 \$0 \$0 \$0 \$0 \$30,697 \$0 \$30,697 <b>Total</b> \$1,869 \$0 \$1,869 <b>Total</b> \$54,858 \$1,706 \$0	15.0       %         15.0       %         15.0       %         15.0       %         15.0       %         5.0       %
Piping Labor Record Drawings Clean Up AQMD Dust Control L SUBCONTRACTS SUBCONTR	Sales Tax ABOR TOTAL Including Sales Sales Tax RACTS TOTAL less Sales Tax Sales Tax	283.9 0.0 0.0 0.0 0.0 0.0 5 Tax	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693 \$0 \$1,780 \$1,780 \$1,780 \$1,780 \$1,780	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004 \$0 \$4,004 <b>OH&amp;P \$</b> \$89 \$0 \$89 <b>OH&amp;P \$</b>	\$30,697 \$0 \$0 \$0 \$0 \$30,697 \$0 \$30,697 <b>Total</b> \$1,869 \$0 \$1,869 <b>Total</b> \$54,858 \$1,706	15.0       %         15.0       %         15.0       %         15.0       %         15.0       %         5.0       %
Piping Labor Record Drawings Clean Up AQMD Dust Control L SUBCONTRACTS SUBCONTR	Sales Tax ABOR TOTAL Including Sales Sales Tax RACTS TOTAL less Sales Tax Sales Tax	283.9 0.0 0.0 0.0 0.0 0.0 5 Tax	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693 \$0 \$1,780 \$1,780 \$1,780 \$1,780 \$1,780	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004 \$0 \$4,004 \$0 \$89 \$0 \$89 <b>OH&amp;P \$</b> \$89 \$0 \$89	\$30,697 \$0 \$0 \$0 \$0 \$0 \$30,697 \$0 \$30,697 <b>Total</b> \$1,869 \$0 \$1,869 <b>Total</b> \$54,858 \$1,706 \$0	15.0       %         15.0       %         15.0       %         15.0       %         15.0       %         5.0       %
Piping Labor Record Drawings Clean Up AQMD Dust Control L SUBCONTRACTS SUBCONTR	Sales Tax ABOR TOTAL Including Sales Sales Tax RACTS TOTAL less Sales Tax Sales Tax	283.9 0.0 0.0 0.0 0.0 0.0 5 Tax	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693 \$0 \$1,780 \$1,780 \$1,780 \$1,780 \$1,780	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004 \$0 \$4,004 \$0 \$89 \$0 \$89 <b>OH&amp;P \$</b> \$89 \$0 \$89	\$30,697 \$0 \$0 \$0 \$0 \$0 \$30,697 \$0 \$30,697 <b>Total</b> \$1,869 \$0 \$1,869 <b>Total</b> \$54,858 \$1,706 \$0	15.0       %         15.0       %         15.0       %         15.0       %         15.0       %         5.0       %
Piping Labor Record Drawings Clean Up AQMD Dust Control L SUBCONTRACTS SUBCONTR	Sales Tax ABOR TOTAL Including Sales Sales Tax RACTS TOTAL less Sales Tax Sales Tax	283.9 0.0 0.0 0.0 0.0 0.0 5 Tax	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693 \$0 \$1,780 \$1,780 \$1,780 \$1,780 \$1,780	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004 \$0 \$4,004 \$0 \$89 \$0 \$89 <b>OH&amp;P \$</b> \$89 \$0 \$89	\$30,697 \$0 \$0 \$0 \$0 \$0 \$30,697 \$0 \$30,697 <b>Total</b> \$1,869 \$0 \$1,869 <b>Total</b> \$54,858 \$1,706 \$0	15.0       %         15.0       %         15.0       %         15.0       %         15.0       %         5.0       %
Piping Labor Record Drawings Clean Up AQMD Dust Control L SUBCONTRACTS SUBCONTR	Sales Tax ABOR TOTAL Including Sales Sales Tax RACTS TOTAL less Sales Tax Sales Tax	283.9 0.0 0.0 0.0 0.0 0.0 5 Tax	\$26,693 \$0 \$0 \$0 \$0 \$26,693 \$0 \$26,693 \$0 \$1,780 \$1,780 \$1,780 \$1,780 \$1,780	\$4,004 \$0 \$0 \$0 \$0 \$0 \$4,004 \$0 \$4,004 \$0 \$89 \$0 \$89 <b>OH&amp;P \$</b> \$89 \$0 \$89	\$30,697 \$0 \$0 \$0 \$0 \$0 \$30,697 \$0 \$30,697 <b>Total</b> \$1,869 \$0 \$1,869 <b>Total</b> \$54,858 \$1,706 \$0	15.0       %         15.0       %         15.0       %         15.0       %         15.0       %         5.0       %

### SUBCONTRACTORS

including Sales Tax Company: Empyrean Plumbing & Mechanical JobName: Q:\FILE\FastEST-Local.site\Jobs\2019-75-C-15.job

	Description	Tatal Drive
	Description	Total Price
1	Asphalt Cut/Demo	
2	Asphalt Patch	
3	Backfill	
4	Backflow test	
5	Chlorination	
6	Concrete Coring	
7	Concrete Cutting	
8	Concrete Patch	
9	Crane & Rigging	
10	Demolition	
11	Dig	
12	Electrical	
13	Equipment Setting	
14	Fire Protection	
15	Firecaulking	
16	Floor Repair	
17	General Construction	
18	Haul Spoils	
19	Insulation	
20	Man hole	
21	Medical Gas Certification	
22	Outside Utilities	
23	Painting	
24	Roof Repair	
25	Sewer Rooter	
26	Sheet Metal	
27	Storm Structure	
28	Surveyor	
29	Test & Balance	
30	Thrust Block	
31	Tile	
32	Wall Patch	
33	Welder \$105 hr + \$100 Travel	\$1,780
34		
35		
36		
37		
38		
39		
40		
	Totals	\$1,780

Company: Empyrean Plumbing & Mechanical JobName: Q:\FILE\FastEST-Local.site\Jobs\2019-75-C-15.job Material Set: Factor 1 Labor Set: Factor #1 Run Date: 11/4/2020 11:03

Sort Key: By Matl Group

<u> </u>	

Matl			Net	Net	Unit	doL
Group	Group Qty Size	Description	Price	Total	Hours	Total
bolts	5 5% x23/4	Hex Head Bolt w/ Nut	\$ 0.93 \$	4.65	00.0	0.0
boltwe	53	4-5/8x3 Pln 150# 1/16 FF Non Asb Flg/Bolt Pak	\$ 4.97 \$	24.85	00.0	0.0
ехсаvа	1800 <none></none>	cu ft Excavated Dirt Backfill	\$ 0.95 \$	1,710.00	00.00	7.2
excava	600 <none></none>	sq ft Sand Bedding 12 in Deep	\$ 0.98 \$	588.00	00.0	2.4
ехсаvа	2400 <none></none>	cu ft Excavation	\$ 0.85 \$	2,040.00	00.00	9.6
gasket	5 3×1/16	150# Gen Serv FF Gasket	\$ 1.04 \$	5.20	00.0	0.0
doį	300 <none></none>	BRYT Burrial Tape	\$ 0.12 \$	36.00	0.08	24.0
doį	1 <none></none>	FB Fire Blanket	\$393.99 \$	393.99	8.00	8.0
doį	2 3	FLSH Flashing Lead	\$ 48.20 \$	96.40	0.25	0.5
doį	2 3	GTR Gas Transition Risers	\$789.65 \$	1,579.30	3.13	6.3
doį	1 <none></none>	PBR Pedi-Boom Rental	\$ 69.69\$	899.69	8.00	8.0
doį	60 <none></none>	RBLKS Roof Blocks	\$ 24.56 \$	1,473.60	0.50	30.0
doį	3 <none></none>	T10M Tape 10 Mil	\$ 8.56 \$	25.68	0.01	0.0
doį	320 <none></none>	TW Tracer Wire	\$ 0.13 \$	41.60	0.01	3.2
misc		Sch 40 Butt Weld Joints	\$ 0.80 \$	0.80	00.00	0.0
misc	67 3	Sch 40 Butt Weld Joints	\$ 1.54 \$	103.18	00.00	0.0
pepifi	300 3	Gas Yellow IPS PE 2406 SDR11	\$ 3.49 \$	1,047.00	0.06	18.0
plgvlv	2 3	150# Flanged Plug Valve	\$321.00 \$	642.00	1.79	3.6
stclmp	60 3	B1548S Galv 1-Pc Conduit/Strut Clamp	\$ 3.85 \$	231.00	00.00	0.0
stlpip	378 3	Sch 40 ERW Blk Stl Pipe A53B PE	\$ 16.91 \$	6,392.74	0.16	60.5
wldfit	13	Std Wt Steel Weld Tee	\$ 92.20 \$	92.20	5.62	5.6
wldfit	1 3 <sub>×</sub> 1	Std Wt Steel Weld Conc Reducer	\$ 96.98 \$	96.98	3.41	3.4
wldfit	20 3	Std Wt Steel Weld LR 90 Ell	\$ 36.81 \$	736.20	3.75	75.0
wldflg	13	150# CS RF Blind Flange	\$ 33.11 \$	33.11	0.58	0.6
wldflg	53	150# CS RF Weld Neck Flange	\$ 38.34 \$	191.70	2.40	12.0
			\$	18,485.87		277.9



# 140

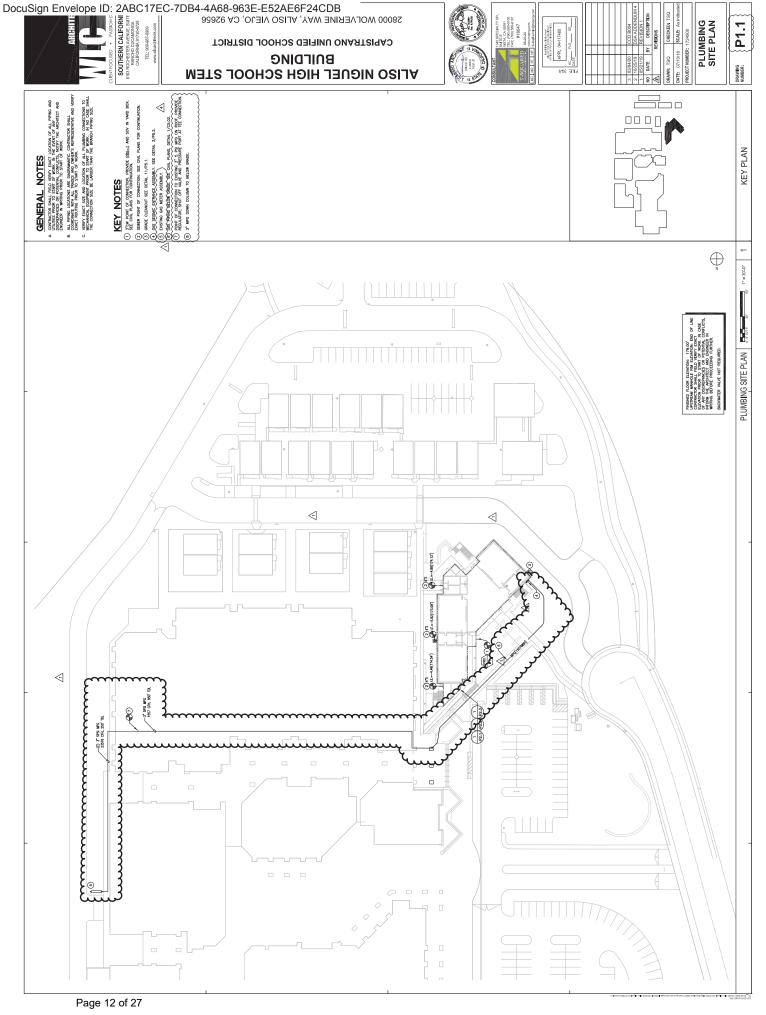
# **APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT**

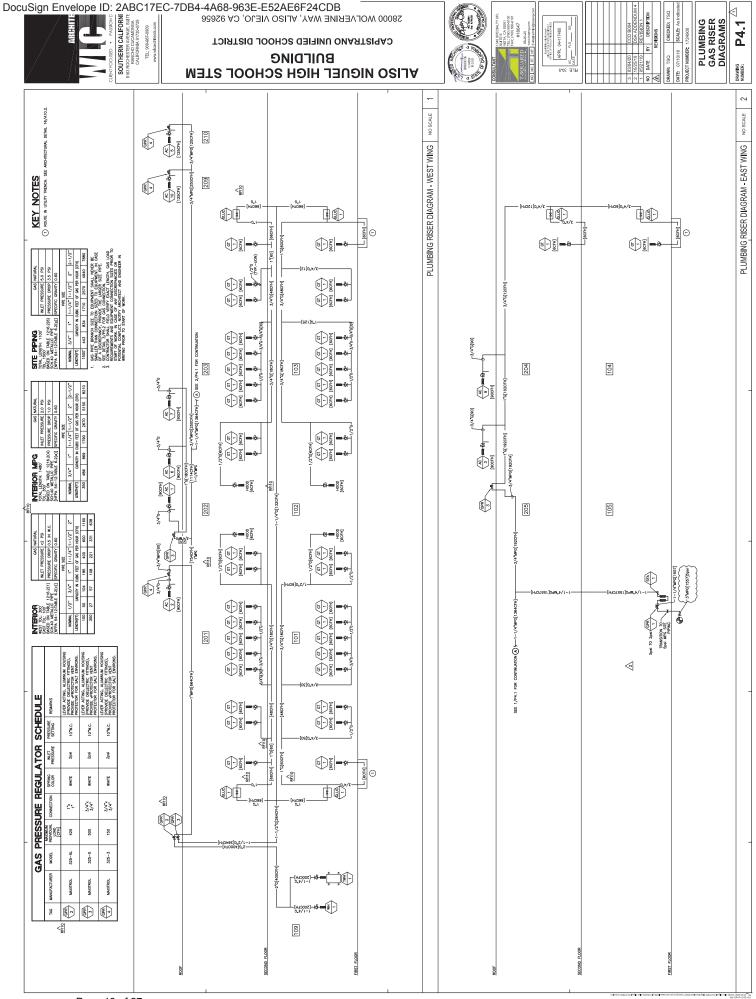
This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance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

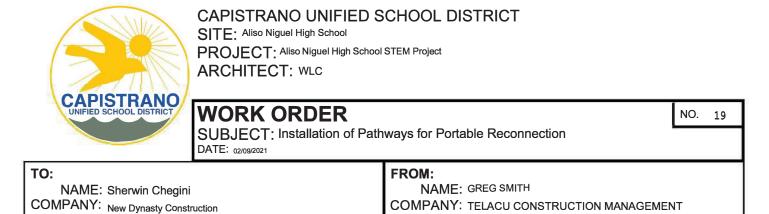
DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

1. SUBMITTAL TYPE:	(Is this a resubmittal? Yes 🔲 No 🚺	)						
Deferred Submittal	Addendum Number:	Revisi	on Number:	CCD Nur	mber: 008	Category A 🗌 or B 🔽		
2. PROJECT INFORMA	TION:							
School District/Owner: 0	Capistrano Unified School District				DSA File Numbe	r: 30-9		
Project Name/School: A	liso Niguel High School STEM Addition	on			DSA Application	Number 04 117480		
3. APPLICANT INFORM	MATION:							
Date Submitted: 08/20/2	Attached Pages? No TY	es 🔽 Num	ber of pages? 2					
Firm Name: WLC Archit	ects, Inc.		Contact Name: Steve Ste	arns				
Work Email: sstearns@w	/lcarchitects.com		Work Phone: (909) 821-16	605				
Firm Address: 8163 Roc	hester Avenue, Suite 100		City: Rancho Cucamong	ja	State: CA	Zip Code: 91730		
4. REASON FOR SUB	MITTAL: (Check applicable boxes)							
For revision or addend	lum prior to construction.			For a	project currently u	nder construction.		
For a project that has a a 90-Day Letter issued	a form DSA 301-N: Notification of Re I.	quireme	nt for Certification, DSA 301	-P: Posted	d Notification of Re	quirement for Certification or		
To obtain DSA approv	al of an existing uncertified building o	or buildin	igs.					
✓ For Category B CCD the second s	his is: 🔽 a voluntary submittal, 🗌 a D	SA requ	ired submittal (attach DSA n	notice requ	iring submission).			
5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:								
Name of the Design Prof	essional In General Responsible Cha	arge: Br	uce Ou					
Professional License Nur	nber: C34832		Discipline: Architect					
and appear to meet the a	Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.							
	5		AL RESPONSIBLE CHARGE					
· · · · · ·	ESCRIPTION AND LISTING OF DOC							
For addenda, revisions, or CCDs: CHECK THIS BOX $\checkmark$ to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)								
	Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):							
Contractor to reroute the g	gas line per the attached revised Drav	wings P1	1.1 and P4.1.					
List of DSA-approved dra	awings affected by this post-approval	docume	ent:					
P1.1 and P4.1								

				DSA USE ONLY		
SSS	Date	Approved	Disapproved	Not Required	Returned Date:	DSA STAMP
FLS	_Date	Approved	Disapproved	Not Required	Ву:	
ACS	Date	Approved	Disapproved	Not Required		







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 unforeseen conditions, underground low voltage and fire wires were damaged during the course of construction. Wiring replaced to provide connection back to portable classrooms.

NO.	ITEM DESCRIPTION	AMOUNT
1	Installation of Pathways for Portable Reconnection	\$ 24,229.73

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 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 \$ 24,229	0.73 NOT TO EXCEED \$						
	. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAIL	Y EXTRA WORK' FORMS					
	ROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DE POSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE						
	I CONTRACT UNIT PRICES						
TIME:							
NO CHANGE	IME IMPACT UKNOWN IMPACT TO CONTRACT COMPLETION IS ESTIMAT	ED AT DAYS.					
DAYS: THE C	WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS: DAYS:						
<i>12</i>	Signature	Date					
CUSD - JOHN FORNEY	Docusigned by:	2/11/2021					
Construction Manager	1F0593058708A44D DocuSigned by:	2/11/2021					
General Contractor	Shervin, thereini	2/9/2021					

	Shurwin (lugini	
Architect of Record		2/11/2021
nspector of Record	EXECTIONED TALES	2/11/2021
Page 14 of 27	773B3EE00468403	



# New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)



11/20/20	CHANGE ORDER REQUEST NUMBER: 24R
PROJECT:	Aliso Niguel High School Stem Addition
LOCATION:	28000 Wolverine Way, Aliso Viejo
PREPARED BY:	Sherwin Chegini
REASON FOR CHANGE:	
Owner Request	
SCOPE OF WORK:	
Installation of pathways and wir	e for reconnection of the existing fire alarm and data system to existing portable
buildings (2).	

		TIME EXTENSION	
DATE COMPLETED:		DAYS FOR THIS CHANGE ORDER	0
COST BREAKDOWN:	\$ 22,858.24		
TIME and MATERIALS or LUMP SUM:	0.00		

SUBCONTRACTORS COST			22858.24
MATERIAL COST			0.00
LABOR COSTS			0.00
MISCELLANEOUS COSTS			0.00
GENERAL CONDITIONS	DAYS @	PER DAY	
		TOTAL COSTS	22858.24
	5%	OVERHEAD	1142.91
		SUBTOTAL	24001.15
	1%	BONDING & INSURANCE	228.58
		SUBTOTAL	24229.73

#### TOTAL FOR THIS CHANGE ORDER

I APPROVE AND AUTHORIZE THE ABOVE REFERENCED SCOPE OF WORK AND BILLING

Sherwin Chegini		Project Manager			
NAME (PLEASE PRINT)	SIGNATURE	TITLE	DATE		
Michael Clem					
NAME (PLEASE PRINT)	SIGNATURE	TITLE	DATE		

24229.73

# New Dynasty Construction Co. **CHANGE ORDER REQUEST (COR)**



#### SUB CONTRACTORS

NAME	TRADE	SCOPE OF WORK	TOTAL	
RDM Electric	Electric	Low Volt-Fire alarm	\$	14,486.73
		Low Volt-Data	\$	8,371.51
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
	TOTAL F	OR SUB CONTRACT	\$	22 858 24

TOTAL FOR SUB CONTRACT \$ 22,858.24

#### MATERIALS

UNIT	DESCRIPTION	QUANTITY	Price	ΤΟΤΑ	L
				\$	-
		TOTAL M	ATERIA	\$	-

# TOTAL MATERIA \$

#### LABOR COSTS

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

### **MISCELLANEOUS**

ITEM	DESCRIPTION OF USE	CO	ST
		\$	-
		\$	-
Page 16 of 27	. MISCELLANEOUS	\$	-



		Cha	nge Order Request			
					RDM CO #: (	)6
Project:	Aliso Niguel High Schoo	ol Stem Building				
RDM Job #	20-01 11/20/2020					
Date: Reference:		wigting Dortable Duildi				
Kelerence:	FA Reconnection to the		escription of Work			
The heless asies reflec			*	vistina Dantakla Dvildinas		
Note:	cts the cost of providing labor	and materials for reconn	ecting the existing FA to the e	existing Portable Buildings.		
	IRE ALARM PATHWAYS AND	WIRES.				
	GRAMMING TO SIMPLEX EX					
Material Cost (See Att	ached Backup)					\$7,640.89
Direct Job Expenses (					•	\$7,040.87
Sales Tax	Aliso Viejo* 7.75%	1			•	\$592.17
Freight / Delivery Exp	5	\$95				\$95.00
Service Truck	1	- \$75				\$75.00
		- '				
					Mark up 15.00%	\$1,260.46
				Material, DJE's	s & Freight Subtotal:	\$9,663.52
	• • •	Man Hours	Rate			Total
Electrician Labor St	8	41.88	\$83.99			\$3,517.50
Electrician Labor Ov		0.00	\$113.26 \$134.63			\$0.00 \$0.00
Electrician Labor Do Equipment Operator		0.00	\$175.00			\$0.00
Material Handling &		2.09	\$83.99			\$175.88
Foreman Labor Stra		4.40	\$84.68			\$372.37
	t Labor Straight Time	1.45	\$88.45			\$128.35
ricia Superintenaen		Rental Per Day	Days			0120100
Equipment/Tool Rental	No Rental	\$0.00				\$0.00
Transportation	No Rental	\$0.00	One Time Charge			\$0.00
	•					
				Mark up	15.00%	\$629.12
*Includes Equipment and Man						@ 4 0000 00
Labor and Equipmen	t Subtotal:					\$4,823.22
Cale and the set Wards (C						
Subcontract work (Se	ee Attached Sub Quote(s))					
					Mark Up 5%	\$0.00
				Subcontractor	····· ··· ···	\$0.00 \$0.00
						4000
Payment and Perforn	ance Bond @	0.00%				<u>\$0.00</u>
	k outlined in this proposal	will not be bonded.			-	

Change Order Request Grand Total:			<u>\$14,486.73</u>
Price Firm for: 15	Day(s)		
A Contract Time Extension of: 5	Day(s) is Requested		
Prepared By: Angel	Cruz	Date: 11/20/2020	
Approval:		Date:	

## Aliso Niguel HS (FA Work) Job Number: 1551 Extension By Phase

	Exter	nsion By Phase						
ltem #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
	01 Undergro	ound Feeder Racev	vay					
1055	2" GRC	30	1,068.45	С	320.54	8.00	С	2.40
1122	3/4" Steel Flex	75	107.88	С	80.91	5.00	С	3.75
1145	1" Liquidtight (metallic)	75	469.33	С	352.00	7.50	С	5.63
1599	2" Locknut	6	120.68	С	7.24	0.27	Е	1.62
1607	3/4" Plastic Bushing	4	15.47	С	0.62	0.12	Е	0.48
1860	3/4" Steel Squeeze Flex Conn	10	168.99	С	16.90	0.14	Е	1.40
1895	1" Seal-tite Conn (Str)	2	621.37	С	12.43	0.20	Е	0.40
2375	2" Unistrut Strap	6	222.77	С	13.37	20.00	С	1.20
2423	3/4" Metal Stud Conduit Clip	50	197.83	С	98.92	10.00	С	5.00
2477	4-11/16" Square Box w/brkt Comb KO's	2	848.38	С	16.97	0.30	Е	0.60
5786	12x12x6" Screw Cover Pull Box-Nema 3R	2	73.10	Е	146.20	2.28	Е	4.56
	01 Underground Feeder Raceway Total				1,066.10			27.04
		Feeder Wire						
4979	2G SS Blank Plate	2	424.59	С	8.49	0.12	Е	0.24
	05 Feeder Wire Total				8.49			0.24
	07	7 Switchgear						
1995	2" Weatherhead	2	2,128.61	С	42.57	1.25	Е	2.50
5932	Unistrut (Deep)	30	401.41	С	120.42	20.00	С	6.00
1234713	Firestop (Tube)	1	9.75	E	9.75	0.50	Е	0.50
1234755	FENDER WASHERS	150	10.56	С	15.84	0.01	Е	1.50
1234770	SCREW	30	10.73	С	3.22	0.01	Е	0.30
T0001	Messenger Cable	50	1.35	E	67.50	0.05	Е	2.50
T0002	Messenger Cable Rope Clamps	6	6.50	E	39.00	0.05	Е	0.30
T0003	12" Zip Ties	100	30.18	E	3,018.00	0.01	Е	1.00
T0004	FA Scope of Work	1	3,250.00	L	3,250.00	0.00	L	0.00
	07 Switchgear Total				6,566.30			14.60
	Job Total				7,640.89			41.88

# **Sherwin Chegini**

From:	Michael Clem <mclem@telacu.com></mclem@telacu.com>
Sent:	Friday, November 20, 2020 1:13 PM
То:	Sherwin Chegini
Cc:	Greg Smith; Joy Ward; Daniel Arellano
Subject:	Re: ANHS COR #024-Fire alarm reconnection

Sherwin,

That cost is acceptable. We will be processing it as an allowance item due to this being an unforeseen.

Please proceed immediately and provide dates on when this is to be completed.

Respectfully,

Michael Clem Project Manager

T (714) 541 2390 F (714) 541 9411 M (714) 656 7015

mclem@telacu.com www.TELACU.com

On Nov 20, 2020, at 12:09 PM, Sherwin Chegini <Sherwin@new-dc.com> wrote:

Michael,

After review and communication with RDM, it looks like RDM never provided the costs for the fire alarm scope. Please find attached. I'm trying to get dates to when they can get the work done.

Thanks,

# **Sherwin Chegini**

**Project Manager New Dynasty Construction Co.** 3002 Dow Ave., Ste. 204 Tustin, CA 92780 Tel.: (949) 502.6400 Fax: (949) 502.6404 Cel: (714) 812-8757

# <image001.png>

<ANHS Change Order Request 024\_reconnection of Fire Alarm to portables.pdf>

ELE	TRIC CO. INC.					
ELE	L/K/C CO. //VC.					
		Cha	nge Order Request			
				RDM	M CO #: 0	5
Project:	Aliso Niguel High Schoo	ol Stem Building				
RDM Job #	20-01					
Date:	10/16/2020					
Reference:	Data Investigation and D		pair Damage through Bungalo	WS		
		D	escription of Work			
Dynasty Corporatio	n.	• ·	f work to repair damage throug Alarm System additional invest	h bungalows per per the direction of She igation and scope of work.	erwin Chegi	ni with New
Matarial Cast (Saa /	ttooh ad Daalaun)					
Material Cost (See A	(See Attached Backup)					
Sales Tax	Aliso Viejo* 7.75%	e			_	\$0.00
Freight / Delivery E	5	\$95				\$0.00
Service Truck	2	\$75				\$150.00
Service Truck	<u>_</u>	- \$75				\$150.00
				Mark up	15.00%	\$22.50
				Material, DJE's & Freight S		\$172.50
				Material, Doll 5 & Freight St	uototut.	0172.00
			1			
		Man Hours	Rate			Tota
Electrician Labor S		Man Hours           0.00	\$83.99			
Electrician Labor S Electrician Labor (						\$0.00
Electrician Labor ( Electrician Labor l	Overtime Double Time	0.00 0.00 0.00	\$83.99 \$113.26 \$134.63			\$0.00 \$0.00 \$0.00
Electrician Labor ( Electrician Labor l Equipment Operat	Overtime Double Time or	0.00 0.00	\$83.99 \$113.26 \$134.63 \$175.00			\$0.00 \$0.00 \$0.00
Electrician Labor ( Electrician Labor l Equipment Operat Material Handling	Overtime Double Time or & Clean Up	0.00 0.00 0.00 0.00 0.00	\$83.99 \$113.26 \$134.63			\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Electrician Labor ( Electrician Labor l Equipment Operat	Overtime Double Time or & Clean Up	0.00 0.00 0.00 0.00	\$83.99           \$113.26           \$134.63           \$175.00           \$83.99           \$84.68			\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Electrician Labor ( Electrician Labor l Equipment Operat Material Handling Foreman Labor St	Overtime Double Time or & Clean Up	0.00 0.00 0.00 0.00 0.00 24.00 0.00	\$83.99 \$113.26 \$134.63 \$175.00 \$83.99			\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32
Electrician Labor ( Electrician Labor l Equipment Operat Material Handling Foreman Labor St	Overtime Double Time or & Clean Up raight Time	0.00 0.00 0.00 0.00 0.00 24.00	\$83.99           \$113.26           \$134.63           \$175.00           \$83.99           \$84.68			\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32
Electrician Labor ( Electrician Labor l Equipment Operat Material Handling Foreman Labor St	Overtime Double Time or & Clean Up raight Time nt Labor Straight Time	0.00 0.00 0.00 0.00 0.00 24.00 0.00	\$83.99           \$113.26           \$134.63           \$175.00           \$83.99           \$84.68           \$88.45			\$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32 \$0.00
Electrician Labor ( Electrician Labor 1 Equipment Operat Material Handling Foreman Labor St Field Superintende	Overtime Double Time or & Clean Up raight Time nt Labor Straight Time	0.00 0.00 0.00 0.00 0.00 24.00 0.00 <b>Rental Per Day</b>	\$83.99           \$113.26           \$134.63           \$175.00           \$83.99           \$84.68           \$88.45			\$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32 \$0.00 \$2,032.32 \$0.00
Electrician Labor ( Electrician Labor I Equipment Operat Material Handling Foreman Labor St Field Superintende Equipment/Tool Renta	Dvertime Double Time or & Clean Up raight Time nt Labor Straight Time	0.00 0.00 0.00 0.00 24.00 0.00 <b>Rental Per Day</b> \$0.00	\$83.99 \$113.26 \$134.63 \$175.00 \$83.99 \$84.68 \$88.45 Days			\$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32 \$0.00 \$0.00 \$0.00
Electrician Labor ( Electrician Labor I Equipment Operat Material Handling Foreman Labor St Field Superintende Equipment/Tool Renta	Dvertime Double Time or & Clean Up raight Time nt Labor Straight Time	0.00 0.00 0.00 0.00 24.00 0.00 <b>Rental Per Day</b> \$0.00	\$83.99 \$113.26 \$134.63 \$175.00 \$83.99 \$84.68 \$88.45 Days	Mark up 15.00%	ó	\$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32 \$0.00 \$0.00 \$0.00
Electrician Labor ( Electrician Labor I Equipment Operat Material Handling Foreman Labor St Field Superintende Equipment/Tool Renta Transportation	Dvertime Double Time or & Clean Up raight Time nt Labor Straight Time	0.00 0.00 0.00 0.00 24.00 0.00 <b>Rental Per Day</b> \$0.00	\$83.99 \$113.26 \$134.63 \$175.00 \$83.99 \$84.68 \$88.45 Days	Mark up 15.00%	ó	\$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32 \$0.00 \$0.00 \$0.00 \$304.85
Electrician Labor ( Electrician Labor I Equipment Operat Material Handling Foreman Labor St Field Superintende Equipment/Tool Renta Transportation	Dvertime Double Time or & Clean Up raight Time nt Labor Straight Time	0.00 0.00 0.00 0.00 24.00 0.00 <b>Rental Per Day</b> \$0.00	\$83.99 \$113.26 \$134.63 \$175.00 \$83.99 \$84.68 \$88.45 Days	Mark up 15.00%		\$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32 \$0.00 \$0.00 \$0.00 \$304.85
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Electrician Labor ( Electrician Labor I Equipment Operat Material Handling Foreman Labor St Field Superintende Equipment/Tool Renta Transportation Labor and Equipme Subcontract Work (	Dvertime Double Time or & Clean Up raight Time nt Labor Straight Time I No Rental No Rental Pent Subtotal:	0.00 0.00 0.00 0.00 24.00 0.00 <b>Rental Per Day</b> \$0.00	\$83.99 \$113.26 \$134.63 \$175.00 \$83.99 \$84.68 \$88.45 Days	Mark up 15.00%	ý	\$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32 \$0.00 \$0.00 \$0.00 \$304.82 \$2,337.17
Electrician Labor ( Electrician Labor I Equipment Operat Material Handling Foreman Labor St Field Superintende Equipment/Tool Renta Transportation Labor and Equipme Subcontract Work (	Dvertime Double Time Ouble Time Ouble Time Clean Up raight Time nt Labor Straight Time I No Rental I No Rental Cent Subtotal: See Attached Sub Quote(s))	0.00 0.00 0.00 0.00 24.00 0.00 <b>Rental Per Day</b> \$0.00	\$83.99 \$113.26 \$134.63 \$175.00 \$83.99 \$84.68 \$88.45 Days		ó	\$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32 \$0.00 \$0.00 \$304.85 <b>\$2,337.17</b> \$5,582.71
Electrician Labor ( Electrician Labor I Equipment Operat Material Handling Foreman Labor St Field Superintende Equipment/Tool Renta Transportation Labor and Equipme Subcontract Work (	Dvertime Double Time Ouble Time Ouble Time Clean Up raight Time nt Labor Straight Time I No Rental I No Rental Cent Subtotal: See Attached Sub Quote(s))	0.00 0.00 0.00 0.00 24.00 0.00 <b>Rental Per Day</b> \$0.00	\$83.99 \$113.26 \$134.63 \$175.00 \$83.99 \$84.68 \$88.45 Days			\$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32 \$0.00 \$0.00 \$0.00 \$304.85 \$5,582.71 \$5,582.71
Electrician Labor ( Electrician Labor I Equipment Operat Material Handling Foreman Labor St Field Superintende Equipment/Tool Renta Transportation Labor and Equipme Subcontract Work (	Dvertime Double Time Ouble Time Ouble Time Clean Up raight Time nt Labor Straight Time I No Rental I No Rental Cent Subtotal: See Attached Sub Quote(s))	0.00 0.00 0.00 0.00 24.00 0.00 <b>Rental Per Day</b> \$0.00	\$83.99 \$113.26 \$134.63 \$175.00 \$83.99 \$84.68 \$88.45 Days	Mark Up		\$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32 \$0.00 \$0.00 \$0.00 \$304.85 \$2,337.17 \$5,582.71 \$2,582.71
Electrician Labor ( Electrician Labor I Equipment Operat Material Handling Foreman Labor St Field Superintende Equipment/Tool Renta Transportation Labor and Equipmed Subcontract Work ( Integrated Commun	Dvertime Double Time Oouble Time or & Clean Up raight Time nt Labor Straight Time  I No Rental  ent Subtotal: See Attached Sub Quote(s)) bications & Data (ICD)	0.00 0.00 0.00 0.00 24.00 0.00 <b>Rental Per Day</b> \$0.00 \$0.00	\$83.99 \$113.26 \$134.63 \$175.00 \$83.99 \$84.68 \$88.45 Days	Mark Up		\$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32 \$0.00 \$0.00 \$304.85 <b>\$2,337.17</b> \$5,582.71 \$279.14 \$279.14
Electrician Labor ( Electrician Labor I Equipment Operat Material Handling Foreman Labor St Field Superintende Equipment/Tool Renta Transportation Labor and Equipmed Subcontract Work ( Integrated Commun	Dvertime Double Time Oouble Time or & Clean Up raight Time nt Labor Straight Time  I No Rental  ent Subtotal: See Attached Sub Quote(s)) bications & Data (ICD)	0.00 0.00 0.00 0.00 24.00 0.00 <b>Rental Per Day</b> \$0.00 \$0.00	\$83.99 \$113.26 \$134.63 \$175.00 \$83.99 \$84.68 \$88.45 Days	Mark Up		Tota \$0.00 \$0.00 \$0.00 \$0.00 \$2,032.32 \$0.00 \$0.00 \$0.00 \$0.00 \$304.85 <b>\$2,337.17</b> \$5,582.71 \$279.14 <b>\$279.14</b> <b>\$279.14</b>

Change Order Request Grand Total:	<u>\$8,371.51</u>
Price Firm for: 15 Day(s)	
A Contract Time Extension of: 5 Day(s) is Requested	
Prepared By: Angel Cruz Date: 10/16/2020	
Approval: Date:	

# **RDM COR #005**

Page 1

#### Aliso Niguel HS (Data Investigation & Work)

Job Number: 1544

Extension By Phase

		conclosed by r nacco						
Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
		07 Switchgear						
T0001	RDM Foreman & ICD Investigation (10/13/20)	1	0.00	E	0.00	16.00	Е	16.00
T0002	RDM Foreman Supervision with DATA works	1	0.00	E	0.00	8.00	Е	8.00
	07 Switchgear Total				0.00			24.00
	Job Total				0.00			24.00

ELECTRIC CO. INC. WORK ORDER AUTHORIZATION 13867 Redwood Avenue, Chino, CA 91710 Phone (909) 591-0990 Fax (909) 591-1599

DATE: 10/13/	20	JOB#	20-0	21
		JOBSITE	ADDRESS	
New Dyna	isty Co.	AI	150 111	isuel High Schod
Attention: Sh	erwin Chegini			
Phone:				
Fax:				
RDM Electric Co.	, Inc. is authorized to perform the	followin	g work on	a time and material basis:
Scope of Work:	Portable Comm Dute & orders.	tge	investi	gation, planning,
WORK PERFORM	ED:			
- Meet	N/ my sub from	IC.	D fo	day onsite
- Investigat	e possible pathways	to	re- Peec	2 dramed
portables	e possible pathways , Portables don't h	icve.	interne	E & FA.
-Open up port-bles use exist	existing puil box's 1 and trace put the conducts	n gro Dires	to set	pull box's on if we could
- Pricing	of change order to ed D No K Yes, Explain:	Pollow	1	
Follow-up Requir	ed 🗆 No 🖗 Yes, Explain:	Nait Po	r auth	orrections is to proceed
QTY DESCRI	LIST OF N PTION OF MATERIAL:		1	
QTT DESCRI	FIION OF MATERIAL:	QTY	DESCRIP	TION OF MATERIAL:
Un	MATERRALS today			
	LAF	BOR		
WORK PERFORM	the summer to the two of the second se	- Juli		TOTAL HOURS:
Jonathan &	Jusy (ROM)		Q.	X
DAVID A	uten (ICO)			x
				0
				16 hrs
Service Truck Fees				
<ul> <li>d) agrees to remit full paym</li> </ul>	dges a) receipt of copy, b) receipt of all equipment ient for above goods and services rendered. RDM	and/or service	es listed above,	c) acknowledgement of noted deficiencies and
design or wiring or its ability	y to meet any City, State or National Codes.		southings to I	1
CUSTOMER SIG				DATE: 10/13/20
PRONZED NAME	Trang VIIIs	BIT #5		249 of 473

# **RDM COR #005**

# INTEGRATED COMMUNICATIONS & DATA

405 FLEETWOOD PLACE, GLENDORA, CA 91740 (626)914-2119 FAX (626) 963-2498

# PROPOSED CHANGE ORDER

	.0/15/20 TITLE REPAIR FIBER	CABLE		
QUANTY	PRODUCT	COST	LABOR	TOTAL
-	ENGINEERING		1.5 HOURS	
	TEST FIBER 6STRANDS	\$285.00	1.5 HOURS	\$285.00
	62.5 FIBER 6 STRAND 500 FEET	\$1450.00	20 HOURS	\$1450.00
2	BULKHEADS	\$95.00		\$190.00
3	AFL FUSE CONNECTOR	\$95.00	8 HOURS	\$285.00
	SUB TOTAL			\$2,210.00
	TAX 10.25%			\$226.53
	LABOR \$78.00		31 HOURS	\$2,418.00
	SUB TOTAL		s	\$4,854.53
	OVERHEAD & PROFIT 15%			\$728.18
	TOTAL			\$5,582.71
- X - 10 10 10				

# **Sherwin Chegini**

From: Sent: To: Cc: Subject: Michael Clem <mclem@telacu.com> Tuesday, October 20, 2020 2:19 PM Sherwin Chegini Greg Smith RE: ANHS- Investigative & Low volt work

Please proceed with the cost provided. Lets try to keep it all under one COR.

Respectfully,

Michael Clem Project Manager

**TELACU** Construction Management

604 N Eckhoff Street Orange CA, 92868

M 714-656-7015



From: Sherwin Chegini [mailto:Sherwin@new-dc.com]
Sent: Tuesday, October 20, 2020 2:15 PM
To: Michael Clem <mclem@telacu.com>
Cc: Greg Smith <gsmith@telacu.com>
Subject: RE: ANHS- Investigative & Low volt work

Michael,

Are you okay with proceeding with the data scope with the cost that has been provided in the breakdown? I can send an official COR for just this data scope.

Thanks,

# **Sherwin Chegini**

# Project Manager

New Dynasty Construction Co. 3002 Dow Ave., Ste. 204 Tustin, CA 92780 Tel.: (949) 502.6400 Fax: (949) 502.6404 Cel: (714) 812-8757



From: Sherwin Chegini
Sent: Tuesday, October 20, 2020 2:13 PM
To: Michael Clem <<u>mclem@telacu.com</u>>
Cc: Greg Smith <<u>gsmith@telacu.com</u>>
Subject: RE: ANHS- Investigative & Low volt work

Will do. Thank you!

From: Michael Clem <mclem@telacu.com>
Sent: Tuesday, October 20, 2020 2:04 PM
To: Sherwin Chegini <<u>Sherwin@new-dc.com>
Cc: Greg Smith <gsmith@telacu.com</u>>
Subject: RE: ANHS- Investigative & Low volt work

T&M would be fine. Please make sure tickets are signed and TCM is notified prior to the beginning of the work.

Respectfully,

Michael Clem Project Manager

**TELACU** Construction Management

604 N Eckhoff Street Orange CA, 92868

M 714-656-7015





From: Sherwin Chegini [mailto:Sherwin@new-dc.com]
Sent: Tuesday, October 20, 2020 1:58 PM
To: Michael Clem <mclem@telacu.com>
Cc: Greg Smith <gsmith@telacu.com>
Subject: RE: ANHS- Investigative & Low volt work

Mike,

Confirmed additional investigation will be required for the fire alarm. Should we just track that on T&M? RDM is awaiting a date from their subcontractor to when they will be on site.

Thanks,

# **Sherwin Chegini**

Project Manager New Dynasty Construction Co. 3002 Dow Ave., Ste. 204

Tustin, CA 92780 Tel.: (949) 502.6400 Fax: (949) 502.6404 Cel: (714) 812-8757



From: Michael Clem <<u>mclem@telacu.com</u>>
Sent: Tuesday, October 20, 2020 12:42 PM
To: Sherwin Chegini <<u>Sherwin@new-dc.com</u>>
Cc: Greg Smith <<u>gsmith@telacu.com</u>>
Subject: RE: ANHS- Investigative & Low volt work

Sherwin, If you could confirm this, you are good to proceed.

Respectfully,

Michael Clem Project Manager

**TELACU** Construction Management

604 N Eckhoff Street Orange CA, 92868

M 714-656-7015





From: Michael Clem
Sent: Monday, October 19, 2020 6:00 PM
To: Sherwin Chegini <<u>Sherwin@new-dc.com</u>>
Cc: Greg Smith <<u>gsmith@telacu.com</u>>
Subject: Re: ANHS- Investigative & Low volt work

Sherwin,

To confirm, this cost covers the connection and investigation of the data + the investigation of the FA?

With a second COR for the FA connection to follow?

Michael Clem Project Manager

T (714) 541 2390 F (714) 541 9411 M (714) 656 7015

mclem@telacu.com www.TELACU.com

On Oct 19, 2020, at 1:39 PM, Sherwin Chegini <<u>Sherwin@new-dc.com</u>> wrote:

Michael,

As discussed in the OAC, please see attached proposed pricing for the repair to the two existing portable classrooms. This cost is only for the investigative work and data portion only. A future COR will be provided for the fire alarm scope. These cost are direct and does not include NDC markup. Please review and let me know if you would like to proceed with the data scope.

Thanks,

# Sherwin Chegini

#### Project Manager New Dynasty Construction Co. 3002 Dow Ave., Ste. 204

Tustin, CA 92780 Tel.: (949) 502.6400 Fax: (949) 502.6404 Cel: (714) 812-8757

<image001.png>

<20-01 Aliso Niguel HS COR #005 - Data Scope of Work.pdf>

# 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:	March 17, 2021
Board Item:	Final Acceptance and Filing of Notice of Completion for Bid No. 2021-09, Philip Reilly Elementary School Shade Structure Project – A2Z Construct, Incorporated

# **HISTORY**

Five bids were received and opened on October 27, 2020 for the Philip Reilly Elementary School Shade Structure Project. The bidder offering the lowest base price was used to determine the lowest responsive bidder. A2Z Construct, Incorporated was the lowest responsive bidder at \$115,000. This project is funded by Redevelopment Agency Mission Viejo funds.

## **BACKGROUND INFORMATION**

The Board approved the Award of Bid No. 2021-09 in the amount of \$115,000 to A2Z Construct Incorporated at the November 18, 2020 Board meeting.

## **CURRENT CONSIDERATIONS**

The project was complete as of February 5, 2021. 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. 2021-09 for the Philip Reilly Elementary School Shade Structure Project.

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

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

Page 1 of 1

Exempt from recording fees per	This is an ORIGINAL This space is for recorder's use only]
G.C. Section #6103 - 27383	
Recording Requested by and when	
recorded, please mail to:	
Capistrano Unified School District	$\downarrow$
Facilities Planning Department	$\downarrow$
33122 Valle Road	
San Juan Capistrano, CA 92675	
	$\downarrow \rightarrow \rightarrow$

# NOTICE OF COMPLETION OF WORK

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: <u>Bid No. 2021-09</u>, <u>Philip Reilly Elementary School Shade Structure Project</u>, the contract, for the doing of which was heretofore entered into on the <u>19th</u> day of <u>November 2020</u>, which contract was made with <u>A2Z</u> <u>Construct, Incorporated</u> as Contractor; that said improvements have been completed pursuant to said Contract and accepted on the <u>17</u><sup>th</sup> day of <u>March 2021</u>, 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 <u>RLI Insurance Company</u>; that the property hereinafter referred to and on which said improvements were made is described as follows: <u>Bid No. 2021-09</u>, <u>Philip Reilly Elementary School Shade Structure Project</u>

# CAPISTRANO UNIFIED SCHOOL DISTRICT OF ORANGE COUNTY, CALIFORNIA

STATE OF CALIFORNIA) COUNTY OF ORANGE ) ss

By: \_\_\_\_\_\_ Kirsten M. Vital Brulte, Superintendent Capistrano Unified School District

Kirsten M. Vital Brulte, 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 Brulte, Superintendent Capistrano Unified School District



# **CAPISTRANO UNIFIED SCHOOL DISTRICT** FACILITIES PLANNING

# **CERTIFICATE OF COMPLETION**

Project: Philip Reilly Elementary School Shade Structure Project

Bid Number: 2021-09

DSA Application Number: Construction of 2-Shade Structures

Contractor: A2Z Construct, Incorporated

Architect of Record: WLC Architects, Inc.

Inspector of Record: Vital Inspection Services, Inc.

Construction Management Firm: TELACU Construction Management, Inc.

Contract Start Date: 11/23/2020

-DocuSigned by:

# **Contract Completion Date:** 2/5/21

Original Contract Amount: \$ 115,000.00

Final Contract Amount: \$ 119,450.00

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.

m 2mi	Matthew Jafari	2/8/2021
GENERAL CUNIKACIUR	PRINTED NAME	DATE
DocuSigned by:		
pm-+ ª-	Bruce Ou	2/9/2021
ARCHITEL F722C10B661C4C6	PRINTED NAME	DATE
DocuSigned by:		
Michael Hanna	Michael Hanna	2/9/2021
INSPECTOR OF RECORD	PRINTED NAME	DATE
DocuSigned by:		
Dic	Daniel Clem	2/9/2021
CONSTRUCTION MANAGER	PRINTED NAME	DATE
CocuSigned by:		
Je D	John Forney	2/9/2021
CUSD - CHIEF FACILITIES OFFICER	PRINTED NAME	DATE
OTTICER		
Conjectrope Unified Select	al District	

# CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
From: Prepared by:	Clark Hampton, Deputy Superintendent, Business and Support Services Lynh Rust, Executive Director, Contracts and Purchasing
Date:	March 17, 2021
Board Item:	First Extension of Bid No. 1920-01, Pest Management – Animal Pest Management Services, Incorporated

# **HISTORY**

Public Contract Code § 20111 requires competitive bidding for public contracts involving an expenditure of more than \$50,000 (adjusted annually by the California Department of Education (CDE), including the purchase of materials or supplies to be furnished to the District. In December 2020, CDE adjusted the bid limit to be \$96,700.

# **BACKGROUND INFORMATION**

As required by Public Contract Code § 20112 and Government Code § 6066, Bid No. 1920-01, Pest Management was advertised in a newspaper of general circulation published in the District at least once a week for two weeks with a minimum of five days in between each publication date, not counting the publication dates. Bid No. 1920-01 was published in the Orange County Register on October 7, 2019 and October 14, 2019. Bids were due on October 28, 2019, at 10:00 a.m. Seven bidders registered and downloaded the bid documents; however, four bid packages were submitted to the District for consideration prior to the deadline.

In competitive bidding situations, the lowest responsive, responsible bidder must be awarded the bid, with the price being the sole determining factor. The lowest responsive, responsible bidder in Bid No. 1920-01 was determined by the lowest annual aggregate price offering the most comprehensive pest management services.

Animal Pest Management Services, Incorporated was determined the lowest responsive, responsible bidder and the Board approved the award to Animal Pest Management Services, Incorporated on November 20, 2019.

# **CURRENT CONSIDERATIONS**

Now that the initial bid award term of Bid No. 1920-01 is nearing its natural conclusion, Animal Pest Management Services, Incorporated agrees to extend the proposed extension period of one year, through November 21, 2021 at the initial bid term pricing. The proposed extension is presented to the Board for approval.

# FINANCIAL IMPLICATIONS

The proposed bid award does not have a specified maximum limit the District cannot exceed, nor a minimum amount the District must purchase. The Maintenance and Operations and Food and Nutrition Services Departments estimate the annual expenditures under this bid to be approximately \$195,000, which will be funded by deferred maintenance funds. Actual expenditures may vary depending on the availability of funds and District needs.

# **STAFF RECOMMENDATION**

It is recommended the Board approve First Extension of Bid No. 1920-01, Pest Management with Animal Pest Management Services, Incorporated.

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

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

#### FIRST EXTENSION OF BID NO. 1920-01 – PEST MANAGEMENT

### BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND ANIMAL PEST MANAGEMENT SERVICES, INCORPORATED

This First Extension of Bid No. 1920-01 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Animal Pest Management Services, Incorporated (hereinafter referred to as "Vendor").

#### RECITALS

WHEREAS, on November 20, 2019, District's Board of Trustees awarded Bid No. 1920-01 to Vendor for the term of November 21, 2019 through November 20, 2020, with the option to extend for four (4) one-year renewal terms from the expiration date of the initial contract period, under the same terms, conditions, etc. at the option of the Board of Trustees. A copy of the awarded Bid No. 1920-01 – Pest Management to Vendor is attached as Exhibit 1 to this First Extension;

WHEREAS, District desires to extend the award of Bid No. 1920-01 – Pest Management to reflect an additional twelve (12) month term from November 21, 2020 through November 20, 2021 at the same prices under the initial bid award term.

NOW, THEREFORE, said Agreement is amended as follows:

1. Award of Bid No. 1920-01 to Animal Pest Management Services, Incorporated will be extended through November 20, 2021.

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:	By:
Signature	Signature
Lynh N. Rust Print Name	John Hassler Print Name
Executive Director, Contracts & Purchas Title	ing <u>Corporate Secretary</u> Title
Board Approval Date: March 17, 2021	Date:

# EXHIBIT 1

#### Agreement

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of November, 2019, by and between Capistrano Unified School District (hereinafter called CUSD) and Animal Pest Mangement Services, Incorporated. (hereinafter called the Contractor).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

#### Background

The basis of this agreement is the use of IPM strategies that emphasize pest prevention and the safe and effective management of pest problems. This involves the regular monitoring for the presence of pests inside and around the structures of school buildings and, when necessary, implementation of appropriate control measures. The goal of the IPM program is to provide effective, long-term pest control, while minimizing the use of pesticides. The Contractor must exhibit awareness and sensitivity to the fact that the school environment cannot be compromised through deliberate or inadvertent contamination by pesticides. Scheduled, routine pesticide treatments in and around any area of the school are prohibited. Pesticides should be applied only when nonchemical methods have proven ineffective or are impractical, and only in areas of known infestation.

It is essential to the success of the IPM program that the Contractor provides proactive services that identify housekeeping and structural design deficiencies that contribute to pest problems. All IPM services and activities shall be planned and performed with the needs of the schoolchildren and staff as the foremost priority, working with school site staff to coordinate pest management activities to avoid disruption of school activities.

#### Description of Service

The Contractor shall furnish all labor and materials for the development and implementation of a comprehensive IPM program in designated schools and facilities. The Contractor shall demonstrate an understanding of the concept of the IPM method of pest control. The implementation of management practices in an IPM program is not based on the routine application of pesticides, but on monitoring and inspecting for pests, modifying structures, improving sanitation, and changing personnel practices that can contribute to pest problems. Pest control is achieved in an IPM program by emphasizing pest prevention and making informed, accurate decisions as to when control measures are needed and the type of control measures to be used.

The Contractor also shall provide evidence, in the proposal, of an understanding of the principles and practices governing sanitation in food service areas, in addition to other areas of the school, and the impact of pests and pest management methods on the ongoing activities of a food service facility. At a minimum, the IPM program shall consist of the development and implementation of regularly scheduled pest management services; routine and special meetings among pest management personnel and school staff; routine and specially scheduled training; and written reports describing program status and recommendations for the corrective actions that need to be implemented by the school, the Contractor, or the school board.

#### IPM Coordinator and School Liaison

To provide the degree of oversight and consistency of services necessary for a successful IPM program, the school districts shall designate an IPM Contact Person (IPM Coordinator) for the school district and an IPM liaison for each individual school. The IPM Coordinator is responsible for the notification, posting and recordkeeping requirements of the Healthy Schools Act. These people should have the

interest and capability to address all pest management issues, regardless of the pest involved or the area affected. The IPM Coordinator should participate in all decisions that may directly or indirectly affect pest management. A list of personnel designated as school liaisons should be provided to the Contractor by the school district. The Contractor's pest management technician should meet with the school liaison, upon initiation of the contract, and prior to performing pest management services. The Contractor and school liaison will:

- 1. Identify and discuss specific problem areas in the facility;
- 2. Facilitate access to all management areas on school property;

3. Identify and discuss building features or personnel practices that might contribute to pest infestations;

- 4. Discuss effectiveness of previous control efforts; and
- 5. Notify pest management personnel of any new restrictions or special safety precautions.

#### **Routine Services**

Routine IPM Services shall include the control of all pests in and around school buildings such as, but not limited to, cockroaches, ants, fleas, stinging insects and nests accessible from the ground or from windows, rats and mice, flies, fruit flies, silverfish, stored products pests; and incidental invaders, such as crickets, earwigs, midges, millipedes, centipedes, ground beetles, clover mites, birds, bats, and squirrels.

Preventive recommendations for control of these and other pests, including wood-destroying insects like termites, carpenter ants, and wood-boring beetles also are included as Routine IPM Services. Treatment for the wood-destroying insects mentioned above is considered an Additional Service.

#### Additional Services

The school district reserves the right to negotiate with the Contractor for the purchase of related pest control services not specifically covered, such as subterranean and structural control of termites and other wood-boring insects, bird control, and to add or delete buildings or parts of buildings to or from the contract.

#### Special Service Request and Emergency Services

Routine IPM services shall consist of performing all components of an IPM program, as described in the Contractor's Pest Management Plan and Service Schedule (see the section on Pest Management Plan and Service Schedule below) for each school management area during the period of this contract. Requests for corrective action, special services, or emergency service shall be placed with the IPM Coordinator. The Contractor shall respond to a request for emergency services on the day of the request. In addition, the Contractor shall respond to special service requests within one (1) working day after receipt of request. If the special service or emergency service request entails the application of pesticides, applications will take place in the minimum time allowable by law. All emergency and special services should be recorded in the school IPM logbook. In the event that such services cannot be completed within the required time frames, the Contractor shall immediately notify the IPM Coordinator and indicate an anticipated completion date. The Contractor shall describe, in the proposal, his/her capability to meet this requirement (e.g., radio-dispatched service, names of office personnel handling the account, availability of technical and on-site personnel assigned to this program).

## Pest Management Plan and Service Schedule

The Contractor shall survey all management areas covered under this contract and develop a written Pest Management Plan. This plan shall provide detailed information on areas of pest infestation; structural, housekeeping, maintenance, and design deficiencies that contribute to pest infestation; and recommendations for correcting those conditions. This plan should include a detailed description of the monitoring program that will be used to identify infested areas. It may include the use of traps, visual inspections, and staff interviews. Other appropriate IPM activities, including decision making, intervention tactics and strategies, and evaluation methodologies should be included.

A school system-approved pesticide list with labels and Material Safety Data Sheets should be included in the management plan. The Contractor also shall submit a written Service Schedule to the IPM Coordinator and other school personnel for approval. This schedule will be structured so that the entire school building, trash room, exterior, and support areas of the building are monitored routinely. The frequency of service visits for each management unit should be specified. This document should be included with the IPM service records of each school and revised as necessary.

The Pest Management Plan and Service Schedule must be approved by the school district before implementation of the program. This specifically includes approval for any proposed pesticide usage. Any subsequent changes to the Plan and Schedule and/or additions to the approved pesticide list must be requested in writing and receive the concurrence of the school district.

#### Structural and Procedural Recommendations

Structural deficiencies and poor housekeeping practices that may contribute to structural pest infestations shall be reported, in writing, to the building liaison and the IPM Coordinator by the Contractor at the completion of each inspection.

#### Recordkeeping

The Contractor shall provide and maintain a complete and accurate pest management logbook. The logbook shall permit efficient evaluation and management of the program, accurate information retrieval, and adhere to recordkeeping required by law. Each facility shall have its own logbook that will be updated during each service by the pest management technician. The logbook shall be kept in a designated location at the facility and a copy sent to the IPM Coordinator following each service visit. Clear and concise records shall reflect the common names of pests monitored at the school, as well as structural, maintenance, and housekeeping deficiencies, nonpesticidal and pesticidal control measures applied, immediate and long-term recommendations regarding pest management, communications with students and staff, Material Safety Data Sheets (SDS), and labels for all products that may be applied at the facility. A section of the logbook shall be allocated for facility personnel to report pest sightings and other information that shall be reviewed by the Contractor during regular service visits. The Contractor shall provide, in the proposal, an example of the logbook format with a detailed explanation of how it will be used, the structure of the book, and information that has to be recorded in the logbook.

#### Contractor Licensing

Each Contractor submitting a proposal for consideration by the school district shall have and maintain, during the life of the contract, a California Pesticide Business License. A copy of the current valid license shall be submitted with the Contractor's proposal and no consideration will be given to proposals that lack evidence of licensing. Failure to maintain the Pesticide Business License shall be sufficient grounds for immediate termination of the contract. It shall be the Contractor's responsibility to immediately notify the IPM Coordinator of any change in status.

#### Personnel

The Contractor shall provide, under this contract, only qualified pest management personnel with adequate and verifiable experience with implementing IPM programs. All on-site personnel must understand current pest management practices and be able to make decisions and field diagnoses regarding the use of IPM practices and techniques. The proposal shall present a plan or method for assuring continuity of pest management personnel assigned to this contract, and knowledge and sensitivity to the needs of the schools. The Contractor should understand that quality assurance and daily pest management services are two activities that are separate and distinct from one another, and require sufficient time and manpower.

The Contractor shall designate a Program Technical Supervisor (PTS), who shall have primary responsibility for the conduct of this pest management contract, ensure that all required reports are submitted to the IPM Coordinator on time, and be available for routine and emergency consultation. The following minimum requirements regarding this individual's experience and training shall be provided in the proposal:

- 1. Resume, including current home address.
- 2. Current certification or license in California as a Pest Control Applicator or as an Agriculture Pest Control Advisor.

The PTS shall provide on-site supervision to assure safety, carry out coordination and continuity of program services, and fulfill special requests from the IPM Coordinator. The responsibilities of the on-site supervisor will be carried out by the PTS, not the pest management technician. A pest management technician shall provide on-site pest management services

### Manner and Time to Conduct Services

Routine services should be performed during the late afternoon hours, Monday through Friday, excluding holidays, except when school is not in session or as specifically approved by the IPM Coordinator. Pesticides shall not be applied while foods are being prepared, served, or put away, or when the school building is open for business. The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some facilities may require special instructions for persons entering the area. Any restrictions associated with special areas will be explained to the Contractor and the IPM Coordinator by the school building liaison. These restrictions shall be adhered to and incorporated into the Contractor's Pest Management Plan and Service Schedule for the school building. All contracted personnel shall wear an identification card in a clearly visible manner during the performance of their duties. Vehicles used by the Contractor must park in designated areas in close proximity to each school building. At a minimum, the Contractor shall provide his/her personnel with clean uniforms to be worn while performing their duties. Additional personal protective equipment required for the safe performance of work shall be determined and provided by the Contractor in accordance with California law.

#### Nonchemical Alternatives

Caulking and sealing pest harborages and pathways is the preferred method for preventing or controlling an infestation and shall be part of the routine IPM services. The Contractor shall make limited applications of approved sealants and other exclusion materials under sinks, as well as around cabinets, pipe chases, windows and doors, exterior areas, etc., in lieu of or to augment other pest management methods. The Contractor shall make recommendations to the IPM Coordinator for any large-scale application (i.e., whole room, exterior of building, etc.) of sealants and other exclusion materials. In addition, the use of vacuum cleaners, mechanical traps, insect light trapping devices, and glue boards used for rodent management should be fully integrated into the day-to-day operations of the program. The Contractor must be proactive at identifying and, in some cases, correcting known or suspected problem areas that provide food, water, harborage, and access for pests in and around the school building. Snap traps, trapping devices, and glue boards used for rodent management or monitoring activities must be intensively maintained. The Contractor shall discard rodents killed or trapped within 24 hours. Trapping should not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Traps shall be placed out of general view and away from any access by children or staff for safety and aesthetic purposes, and located where they will not be affected by routine cleaning procedures. The Contractor shall describe in the proposal their organization's approach to meeting these requirements.

### Pesticide Alternatives

Pesticide applications shall be made only to areas of known pest infestation or activity, and where nonchemical control measures, such as traps, caulking, sealing, cleaning, habitat modification, physical, mechanical, and biological control were not successful or are not feasible. Application of pesticides shall not occur until a full inspection has been completed. If chemicals are needed, least-hazardous pesticides and formulations, such as boric acid, silica gels, and diatomaceous earth should be considered whenever possible.

Pesticide applications that may impact the operations or occupants of a school building shall be permitted only during hours when the school building is closed and after all notification procedures have been met. A contingency plan for performing pesticide application in the school building should be part of the Pest Management Plan and Service Schedule. This should include a list of pests, pesticide products, formulations, application methods, timing of application, and other relevant information that may be needed in specific situations and school buildings. The following shall be used as thresholds for the initiation of control actions in the school building:

- 1. An average of two cockroaches per trap within an area during each service interval.
- 2. One mouse or rat dropping per room.
- 3. One rat burrow or runway in outside areas of the school building.
- 4. Any stinging insect nest within reach from the ground.
- 5. Recurring problems with other pests, e.g., flies, spiders, or stored product pests, which cannot be resolved using nonchemical techniques.

The Contractor shall minimize the use of and potential exposure to pesticides wherever possible. For example:

- 1. Use nonchemical control methods and materials.
- 2. Use crack and crevice or bait application of pesticides in pest harborage areas.
- 3. Integrate control methods (i.e., structural repairs, trapping, sanitation, etc.).
- 4. Pesticide space sprays (including fogs and ultra-low volume applications) will be restricted to unique situations for which no alternative measures are practical or effective. Because notification must be sent home 72 hours prior to spraying, the Contractor must confer with the IPM Coordinator to develop a specific plan.
- 5. Routine preventive spray treatments are prohibited. The broadcast or barrier treatment of an interior or exterior area with a pesticide must be specifically requested by the Contractor and approved by the IPM Coordinator, prior to performing the treatment. Preventive treatments are acceptable only on a case-by-case basis. The Contractor must provide detailed plans; list the rationale for the treatment, and the methods of application if preventive treatment is warranted for a specific school building or landscape area. Preventive treatments are subject to review by the IPM Coordinator and can be eliminated at any time.

#### Reporting

The Contractor's Program Technical Supervisor shall, at a minimum, provide annual written reports to the school district and attend regular meetings with the IPM Coordinator, school administration, school liaisons, and other concerned individuals. These reports and meetings will address all pest management activities provided by the Contractor for each school building and evaluation of the IPM program's progress. These reports should identify school building conditions or personnel practices that require correction by the school district in order to promote the program's overall effectiveness. In addition, the Contractor shall provide monthly service reports to the IPM Coordinator within 15 days following the end of each month. The service reports shall include, but not be limited to, the following:

- 1. Facilities serviced.
- 2. Man-hours for each school building for Routine Services.

- 3. Location, man-hours, and work description of Special, Emergency, and Additional Services.
- 4. Results of monitoring and inspections, including accepted common names of pests, numbers of each pest, and the location in the school building.
- 5. Written evaluation of sanitation conditions, structural deficiencies, repairs needed, repairs completed, and immediate and long-term program goals for either resolving pest problems or improving the IPM program within each school building and management area.
- 6. Identification and listing of pesticides used by common/generic name (no codes), concentration and quantity of finished spray used, and other pest management techniques used for each school building and management area.

### Evaluation

Monthly service reports and annual reports will be used by the IPM Coordinator and the Contractor to develop tangible means for evaluating the overall IPM effort in school facilities. The Contractor's Program Technical Supervisor shall meet as needed with the IPM Coordinator to discuss the status of the pest management program and review program activities and reports, or resolve ongoing or special problems. If the school district hires an outside evaluator, the contractor may be required to meet with this person or provide information.

### Training

The Contractor shall include, in the proposal, a detailed description of the in-service training programs provided to their personnel, including pertinent documentation and records. In addition, the Contractor should be able to provide training or develop a plan to use outside expertise to provide training on all aspects of IPM program design and implementation to a wide array of school-associated personnel, including school administrators, maintenance and housekeeping staff, the IPM Coordinator and school liaisons, and community members.

## Notification

The Contractor shall provide the IPM Coordinator and school liaisons with a list of pesticides that may be used in school before the school year begins. Product labels and Material Safety Data Sheets for all pesticides shall be provided to the IPM Coordinator and made available in the school IPM program logbook for review by school liaisons, parents, and other interested parties. The Contractor shall notify the IPM Coordinator and school building liaisons in advance of all pesticide applications to ensure that all provisions of the State and school district's advance notification policies are met. Although each school district is ultimately responsible for student notification of pesticide use and for sending notification home with students, the Contractor will be responsible for satisfying all legal requirements for posting. The Contractor will notify the IPM Coordinator upon completion of pesticide applications made in and around school buildings.

#### Inspections

Throughout the duration of this contract, school district personnel will periodically inspect school facilities to determine the effectiveness of the IPM program and Contractor compliance with the contract. Inspection results will be documented in writing and submitted to the Contractor. The Contractor shall initiate actions promptly to correct all deficiencies found. It shall be the Contractor's responsibility to furnish an adequate supply of materials necessary for school personnel to inspect the interior of all rodent bait stations. These materials may include Allen wrenches to loosen and retighten fasteners, keys to open locks, or replacement self-locking plastic ties. Implements to cut plastic ties are not included under this provision.

Purchase of Ancillary Services/Equipment

The Contractor may need to purchase additional equipment or provide additional services to ensure that the IPM program is fully implemented. The school district has the right to negotiate the purchase of ancillary equipment and services with the Contractor and adjust the contract accordingly.

Governing Law and Venue: This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. 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, equipment, and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.

Entire Agreement: The Agreement, including all sections of bid documents which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Agreement between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid unless authorized by CUSD in writing.

Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by CUSD in writing.

Delivery: Time of delivery of services is of the essence in this Agreement. CUSD reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by CUSD.

Payments: Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the ordering District, and a proper invoice submitted, the ordering District agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefor, the sums set opposite each item.

Warranty: Contractor expressly warrants that the services covered by this Agreement are fit for the particular purpose for which they are intended. Acceptance of the order shall constitute an agreement upon Contractor's part to indemnify, defend and hold CUSD and its indemnities as identified in the Indemnification Provisions below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by CUSD by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

Indemnification Provisions: Contractor shall save, defend, hold harmless and indemnify CUSD, its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractors, or any employee, agent or representative of Contractor and/or its subcontractors.

Anti-Discrimination: Pursuant to Board Policy 4030, Capistrano Unified School District prohibits discrimination and/or harassment of any person based on race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation. Therefore, the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the Contract by the Contractor.

Termination: When any contractor or Contractor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, CUSD will notify the Contractor and provide a commercially reasonable timeframe to cure. If the Contractor does not perform within a reasonable timeframe, then CUSD may, at its sole discretion, annul and set aside the agreement entered into with said Contractor or contractor, either in whole or in part, and make and enter into a new agreement for the same items in such manner as seems to the Board of Trustees to be to the best advantage of the Capistrano Unified School District. Any failure for furnishing such articles or services by reason of the failure of the Contractor or contractor, as above stated, shall be a liability against such Contractor and his sureties. The Board of Trustees reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Trustees, if requested.

Performance: Contractor shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to CUSD's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of CUSD required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

Extra and/or additional specifications and changes: Should CUSD at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be by a fair and reasonable valuation.

The estimate cost of a proposed change shall be established in one or more of the following methods:

- A. By an acceptable lump sum bid from the Contractor.
- B. By unit prices agreed upon by CUSD and the Contractor.

No change shall be made in any specification of any item under the Agreement unless a written statement setting forth the object of the change, its character, amount, and the expense thereof first submitted to CUSD and written consent thereto obtained.

Insurance: Contractor agrees to carry a commercial general and automobile liability insurance policy as specified in the bid documents to protect Contractor and CUSD 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

CUSD shall be excess and noncontributory." No later than ten (10) working days after the execution of this Agreement, Contractor shall provide CUSD with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name CUSD and their officers, agents, and employees as additional insured under said policy.

Inspection of items: All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering district and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the ordering district.

Removal of rejected items: All items rejected by the ordering district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the ordering district, and shall be replaced by satisfactory items.

Force Majeure Clause: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Assignment of Agreement: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or any right title, or interest therein, funds to the received hereunder, or any power to execute the same without the consent in writing of CUSD.

Contact with Students: Contractor will not permit any of it employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold CUSD, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character to CUSD or to any person or property which arise from or are connected with or are caused or claim to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractor hired by Contractor shall be subject to and shall comply with this section and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.

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.

Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

Correspondence: Any correspondence related to the terms, prices, and conditions of this Agreement must be directed to:

Lynh N. Rust, Executive Director Contracts & Purchasing at <u>Inrust@capousd.org</u> and Ted Norman, Director Maintenance & Operations at <u>tdnorman@capousd.org</u>.

Debarment: Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/bid. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/bid being deemed non-responsible.

Warrant of Authority: Each of the parties signing this agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

Pricing - Minimum Contract Term: Minimum contract term is through June 30, 2021, and quoted prices must stay in effect after award of bid. Thereafter, the contract may be extended upon mutual consent of CUSD and Contractor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12). Price increases may be considered during Contract renewal periods only. Price increases may be negotiated subject to existing local market conditions and as determined by the Consumer Price Index Urban for the Orange County region, but may never exceed three percent (3%) in any contract year. In the event of a general price decrease CUSD reserves the right to revoke specific bid awards unless the decrease is passed on to CUSD.

I have read all terms of the "Agreement" and will accept these terms as outlined if awarded this bid:

IN WITNESS WHEREOF, this Agreement has been duly executed by CUSD and the Contractor as of the date set forth above.

Capistra	ano Unified Sc	hool District		
By:	IAI			
Name:	Lynk N. Rust			
Title:	Executive Dir	rector, Contracts	s & Purchasi	ng
Board A	pproval Date :	November 2	0, 2019	

Contractor

Signature: Name: Title: Address:

**Email Address:** 

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Dan Fox	
President / Urban Wildlife	Biologist
13655 Redwood Court	
Chino, CA 91710	
info@animalpest.com	

Agreement CUSD Bid No. 1920-01 Pest Management

		REVISED -	October 8, 2019		· · · · · · · · · · · · · · · · · · ·
	Elementary Schools	Address	Estimated Square Footage	Monthly Service Cost	Annual Service Cost
1	Bathgate ES	27642 Napoli Way	School Site: 52,734	\$285	\$3,420
	Datilgate ES	Mission Viejo, Ca. 92692	Site Acreage: 11		
2	Canyon Vista ES	27800 Oak View Dr.	School Site: 47,025	5 6285	\$3,420
4	Canyon vista ES	Aliso Viejo, Ca. 92656	Site Acreage: 8	\$285	
3	Castille ES	24042 Via La Coruna	School Site: 49,285	έρος	\$3,420
5	Castille ES	Mission Viejo, Ca. 92691	Site Acreage: 12	\$285	
4	Chaparral ES	29001 Sienna Parkway	School Site: 55,429	¢29E	\$2,420
.4	Chaparrai ES	Ladera Ranch, Ca. 92694	Site Acreage: 6.7	\$285	\$3,420
5	Classes Laba ES	200 Avenida Vista Montana	School Site: 54,269	¢205	¢2,420
5	Clarence Lobo ES	San Clemente, Ca. 92672	Site Acreage: 9.33	\$285	\$3,420
6	Companyin ES	3120 Avenida Del Presidente	School Site: 44,369	¢205	
6	Concordia ES	San Clemente, Ca. 92672	Site Acreage: 10	\$285	\$3,420
7	Del Okime Eg	25591 Camino del Avion	School Site: 39,063	4205	¢2,420
7	Del Obispo ES	San Juan Capistrano, Ca. 92675	Site Acreage: 20	\$285	\$3,420
		26278 Wood Canyon	School Site: 39,600	4205	\$3,420
8	Don Juan Avila ES	Aliso Viejo, Ca. 92656	Site Acreage: 21	\$285	
0	Course White ES	25422 Chapparosa Park Dr. Laguna Niguel, Ca. 92677	School Site: 55,437	\$285	\$3,420
9	9 George White ES		Site Acreage: 10		
10	Harold Ambuehl ES	28001 San Juan Creed Rd.	School Site: 37,750	\$285	\$3,420
10	Harold Ambueni ES	San Juan Capistrano, Ca. 92675	Site Acreage: 15		
11	Hidden Hills ES	25142 Hidden Hills Rd.	School Site: 52,114	ÉDRE	\$2,420
11	Hidden Hills ES	Laguna Niguel, Ca. 92677	Site Acreage: 6	\$285	\$3,420
12	John S. Malcom ES	32261 Charles Avenue	School Site: 58,569	6205	¢2.420
12	John S. Marcom ES	Laguna Niguel, Ca. 92677	Site Acreage: 8	\$285	\$3,420
13	Kinoshita ES	2 Via Positiva	School Site: 57,902	ÉDEF	¢2.420
15	KIIIOSIIITA ES	San Juan Capistrano, Ca. 92675	Site Acreage: 8	\$285	\$3,420
14	Ladara Danah ES	Ladara Panah ES 29551 Sienna Parkway	School Site: 136,215	\$285	¢2.420
14	Ladera Ranch ES	Ladera Ranch, Ca. 92694	Site Acreage: 17		\$3,420
15	Lange Nigeral ES	27922 Niguel Heights Blvd.	School Site: 50,080	6205	¢2.420
15	Laguna Niguel ES	Laguna Niguel, Ca. 92677	Site Acreage: 7.7	\$285	\$3,420
16	Les Flores FS	25862 Antonio Parkway	School Site: 128,111	\$285	ća 430
16	Las fiores ES	Las Flores ES Rancho Santa Margarita, Ca. 92688	Site Acreage: 7		\$3,420
17	Les Deleurs DQ	1101 Calle Puente San Clemente, Ca. 92672	School Site: 51,535	\$285	ća (20
17	Las Palmas ES		Site Acreage: 8		\$3,420
10		2410 Via Turqueza	School Site: 47,912	\$285	
18	Marblehead ES	San Clemente, Ca. 92673	Site Acreage: 16		\$3,420

-			-	-		
10	19 Marian Bergeson ES	Viarian Bergeson E.S.	25302 Rancho Niguel Rd.	School Site: 46,220	0 	\$3,420
12	Warlan Dergeson ES	Laguna Niguel, Ca. 92677	Site Acreage: 1		<i>\$</i> 3,120	
20	Moulton ES	29851 Highlands	School Site: 55,893	3\$285	¢2.420	
20	Mounton ES	Laguna Niguel, Ca. 92677	Site Acreage:		\$3,420	
21	Oak Grove ES	22705 Sanborn Aliso Viejo, Ca. 92656	School Site: 58,160	\$285	\$3,420	
21	Oak Glove ES		Site Acreage: 1			
	Oso Grande ES	30251 Sienna Parkway	School Site: 59,27	1\$285	A2 120	
22	Oso Grande ES	Ladera Ranch, Ca. 92694	Site Acreage:		\$3,420	
	D.1	26462 Via Sacramento	School Site: 48,530		¢2,420	
23	Palisades ES	Capistrano Beach, Ca. 92624	Site Acreage: 1	- \$285 5	\$3,420	
		24171 Pavion	School Site: 71,334		¢2,420	
24	Philip Reilly ES	Mission Viejo, Ca. 92692	Site Acreage:	- \$285 9	\$3,420	
	24242 La	24242 La Cresta Dr.	School Site: 40,063		\$3,420	
25	R. H. Dana ES	Dana Point, Ca. 92629	Site Acreage: 10	- \$285 )		
	26 R. H. Dana ENF	24242 La Cresta Dr. Dana Point, Ca. 92629	School Site: 30,522	\$285	\$3,420	
26			Site Acreage: 6.2.			
27	Con Luon ES	31642 El Camino Real	School Site: 55,340	ÉDOF	¢2,420	
27	San Juan ES San Juan Capistrano, C		Site Acreage:	- \$285 3	\$3,420	
20	Tillerer Oreelle EC	23072 Avenida Empresa	School Site: 44,334	ć 205	¢2.420	
28	Tijeras Creek ES	Rancho Santa Margarita, Ca. 92688	Site Acreage: 14	\$285 4	\$3,420	
20	Transa Danadist ES	1251 Sarmentoso	School Site: 48,764		¢2 420	
29	Truman Benedict ES	San Clemente, Ca. 92673	Site Acreage: 1	- \$285 1	\$3,420	
20	Minin EQ	26782 Via Grande	School Site: 49,444		¢2,420	
30	Viejo ES	Mission Viejo, Ca. 92691	Site Acreage:	- \$285 9	\$3,420	
		1130 Avenida Talega San Clemente, Ca. 92673	School Site: 119,134	Ć205	¢2,420	
31	Vista del Mar ES		Site Acreage: 17	- \$285 7	\$3,420	
		Wagon Wheel ES 30912 Bridle Path Coto de Caza, Ca. 92679	School Site: 63,533		40.400	
32	wagon wheel ES		Site Acreage: 1	- \$285 I	\$3,420	
22	Wood Correct ES	23431 Knollwood	School Site: 52,672		¢2 420	
33 Wood Canyon ES		Aliso Viejo, Ca. 92656	Site Acreage: 10	- \$285 5	\$3,420	

10	Middle Schools	Address	Estimated Square Footage	Monthly Service Cost	Annual Service Cost
		111 Park Avenue	School Site: 81,93	ÉDEF	\$3,420
34	Aliso Viejo MS	Aliso Viejo, Ca. 92656	Site Acreage:	\$285 21	
2.5		1271 Calle Saramentoso	School Site: 63,33	\$285	\$3,420
35	Bernice Ayers MS	San Clemente, Ca. 92673	Site Acreage:	.4	
26	Don Juan Avila MS	26278 Wood Canyon	School Site: 77,7	3	\$3,420
36	Don Juan Avna MS	Aliso Viejo, Ca. 92656	Site Acreage:	2	\$3,420
37	Fred Newhart MS	25001 Veterans Way	School Site: 118,05	\$285	\$3,420
57	Fieu Newhalt Mis	Mission Viejo, Ca. 92692	Site Acreage:	8	<b>93,420</b>
38	Ladera Ranch MS	29551 Sienna Parkway	School Site: Stelementa	ee <u>rv</u> \$285	\$3,420
20	Ladera Kanchi Mis	Ladera Ranch, Ca. 92694	Site Acreage:		\$3, <del>4</del> 20
	Lee Fleere MS	25862 Antonio Parkway	School Site: Steerenta		\$3,420
39	Las Flores MS	Rancho Santa Margarita, Ca. 92688	Site Acreage:		\$5,420
40	Marco Forster MS	25601 Camino del Avion	School Site: 103,22	\$285	\$3,420
40	Marco Poister Mis	San Juan Capistrano, Ca. 92675	Site Acreage:	.4	\$3, <del>4</del> 20
41	Niguel Hills MS	29070 Paseo Escuela	School Site: 95,89	\$285	\$3,420
41	Niguei mins MS	Laguna Niguel, Ca. 92677	Site Acreage:	\$285	
	K-8	Address	Estimated Square Footage	Monthly Service Cost	Annual Service Cost
42	42 Arroyo Vista K8	23371 Arroyo Vista Rancho Santa Margarita, Ca. 92688	School Site: 95,65	\$285	\$3,420
42			Site Acreage: 8.2	φ <b>105</b>	
43	3 Esencia K8	5 Aprender St.	School Site: 76,00	\$285	\$3,420
45		Rancho Mission Viejo, Ca. 92694	Site Acreage:		
44	Hankey K8	Hankey K8 27252 Nubles Mission Viejo, Ca. 92692	School Site: 61,47	\$285	\$3,420
	Thankey iko			8	
T.P.C.		<b>.</b>	Site Acreage:		
	High Schools	Address	Site Acreage: Estimated Square Footage	Monthly Service Cost	Annual Service Cost
45			Estimated Square	03	
45	High Schools Aliso Niguel HS	Address	Estimated Square Footage	\$285	Annual Service Cost \$3,420
	Aliso Niguel HS	Address 28000 Wolverine Way	Estimated Square Footage School Site: 322,70	13 6 13 13	\$3,420
45 46		Address 28000 Wolverine Way Aliso Viejo, Ca. 92656	Estimated Square Footage       School Site:     322,70       Site Acreage:     44.1       School Site:     322,70	3 <u>3</u> \$285 6	
46	Aliso Niguel HS Capistrano Valley HS	Address 28000 Wolverine Way Aliso Viejo, Ca. 92656 26301 Via Escolar	Estimated Square Footage         School Site:       322,70         Site Acreage:       44.         School Site:       322,70	33 6 13 13 13 10 19	\$3,420 \$3,420
	Aliso Niguel HS	Address 28000 Wolverine Way Aliso Viejo, Ca. 92656 26301 Via Escolar Mission Viejo, Ca. 92692	Estimated Square Footage         School Site:       322,70         Site Acreage:       44.1         School Site:       322,70         Site Acreage:       4         School Site:       223,70         Site Acreage:       4	33 6 13 13 10 \$285	\$3,420
46 47	Aliso Niguel HS Capistrano Valley HS Dana Hills HS	Address 28000 Wolverine Way Aliso Viejo, Ca. 92656 26301 Via Escolar Mission Viejo, Ca. 92692 33333 Golden Lantern	Estimated Square Footage         School Site:       322,70         Site Acreage:       44.1         School Site:       322,70         Site Acreage:       4         School Site:       223,70         Site Acreage:       4	13     \$285       13     \$285       13     \$285       10     \$285       19     \$285       10     \$285	\$3,420 \$3,420 \$3,420 \$3,420
46	Aliso Niguel HS Capistrano Valley HS	Address 28000 Wolverine Way Aliso Viejo, Ca. 92656 26301 Via Escolar Mission Viejo, Ca. 92692 33333 Golden Lantern Dana Point, Ca. 92629	Estimated Square Footage         School Site:       322,70         Site Acreage:       44.1         School Site:       322,70         Site Acreage:       44.2         School Site:       322,70         Site Acreage:       44.3         School Site:       322,70         Site Acreage:       44.3         Site Acreage:       44.3         School Site:       322,70         Site Acreage:       44.3	13     \$285       13     \$285       13     \$285       10     \$285       13     \$285       14     \$285       15     \$285	\$3,420 \$3,420
46 47 48	Aliso Niguel HS Capistrano Valley HS Dana Hills HS Junipero Serra HS	Address 28000 Wolverine Way Aliso Viejo, Ca. 92656 26301 Via Escolar Mission Viejo, Ca. 92692 33333 Golden Lantern Dana Point, Ca. 92629 31422 Camino Capistrano	Estimated Square Footage         School Site:       322,70         Site Acreage:       44.         School Site:       223,10         Site Acreage:       45.         School Site:       26,00	$ \frac{33}{6} + 5285 $ $ \frac{33}{10} + 5285 $ $ \frac{33}{10} + 5285 $ $ \frac{32}{10} + 5285 $ $ \frac{32}{10} + 5285 $ $ \frac{32}{10} + 5285 $	\$3,420 \$3,420 \$3,420 \$3,420 \$3,420
46 47	Aliso Niguel HS Capistrano Valley HS Dana Hills HS	Address 28000 Wolverine Way Aliso Viejo, Ca. 92656 26301 Via Escolar Mission Viejo, Ca. 92692 33333 Golden Lantern Dana Point, Ca. 92629 31422 Camino Capistrano San Juan Capistrano, Ca. 92675	Estimated Square Footage         School Site:       322,70         Site Acreage:       44.1         School Site:       322,70         Site Acreage:       24         School Site:       322,70         Site Acreage:       24         School Site:       322,70         Site Acreage:       24         School Site:       223,18         Site Acreage:       25         School Site:       26,00         Site Acreage:       26,00         Site Acreage:       26,00	$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	\$3,420 \$3,420 \$3,420 \$3,420
46 47 48 49	Aliso Niguel HS Capistrano Valley HS Dana Hills HS Junipero Serra HS San Clemente HS	Address 28000 Wolverine Way Aliso Viejo, Ca. 92656 26301 Via Escolar Mission Viejo, Ca. 92692 33333 Golden Lantern Dana Point, Ca. 92629 31422 Camino Capistrano San Juan Capistrano, Ca. 92675 700 Avenida Pico	Estimated Square Footage         School Site:       322,70         Site Acreage:       44.1         School Site:       223,13         Site Acreage:       44.1         School Site:       223,13         Site Acreage:       44.1         School Site:       26,00         Site Acreage:       44.1         School Site:       26,00         Site Acreage:       44.1         School Site:       250,30	$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	\$3,420 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420
46 47 48	Aliso Niguel HS Capistrano Valley HS Dana Hills HS Junipero Serra HS	Address 28000 Wolverine Way Aliso Viejo, Ca. 92656 26301 Via Escolar Mission Viejo, Ca. 92692 33333 Golden Lantern Dana Point, Ca. 92629 31422 Camino Capistrano San Juan Capistrano, Ca. 92675 700 Avenida Pico San Clemente, Ca. 92673	Estimated Square Footage         School Site:       322,70         Site Acreage:       44.         School Site:       223,18         Site Acreage:       43         School Site:       250,30         Site Acreage:       43         School Site:       210,11	$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	\$3,420 \$3,420 \$3,420 \$3,420 \$3,420
46 47 48 49	Aliso Niguel HS Capistrano Valley HS Dana Hills HS Junipero Serra HS San Clemente HS	Address 28000 Wolverine Way Aliso Viejo, Ca. 92656 26301 Via Escolar Mission Viejo, Ca. 92692 33333 Golden Lantern Dana Point, Ca. 92629 31422 Camino Capistrano San Juan Capistrano, Ca. 92675 700 Avenida Pico San Clemente, Ca. 92673 29211 Stallion Ridge	Estimated Square FootageSchool Site:322,70Site Acreage:44.School Site:322,70Site Acreage:2School Site:223,18Site Acreage:2School Site:26,00Site Acreage:2School Site:26,00Site Acreage:2School Site:250,30Site Acreage:43School Site:210,11	$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	\$3,420 \$3,420 \$3,420 \$3,420 \$3,420 \$3,420

	Charter Schools	Address	Estimated Square Footage	Monthly Service Cost	Annual Service Cost	
52	Community Roots Academy (Crown	29292 Crown Valley Parkway Laguna Niguel, Ca 92677	School Site: 58,02	) - \$285	\$3,420	
52	Valley ES)		Site Acreage: 1		⊋ <b>3,</b> 4∠0	
53	Journey (Foxborough)	27102 Foxborough	School Site: 28,26	\$285	\$3,420	
55	Journey (Poxborougn)	Aliso Viejo, Ca 92656	Site Acreage: 6.4		Ş3,420	
54	Oxford Preparatory Academy	23000 Via Santa Maria Mission Viejo, Ca 92691	School Site: 43,26	\$285	\$3,420	
54	(Barcelona Hills ES)		Site Acreage: 1		φ <b>υ,</b> +20	
55	CUSD Ed Center 33122 Valle Rd.	33122 Valle Rd.	School Site: 129,00	\$285	\$3,420	
55	COSD Ed Center	San Juan Capistrano, Ca. 92675	Site Acreage: 1		Ş5,420	
56	32972 Calle Perfecto		School Site: 50,00	) \$285	\$3,420	
50	56 CUSD Maintenance & Operations	San Juan Capistrano, Ca. 92675	Site Acreage: 4.2		\$5,420	
57	Transportation North	2B Liberty	School Site: 16,09	\$285	\$3,420	
,57	Transportation North	Aliso Viejo, Ca. 92656	Site Acreage: 7.2		Ç5,420	

Emergency/Special Service Hourly Rate: (Outside of service contract, as needed)

\$ 90/hour (4 hour minimum charge)

**Total Annual Service Cost:** 

\$ 198,540.00

# CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Clark Hampton, Deputy Superintendent, Business and Support Services Kristin Hilleman, Director, Food and Nutrition Services
Date:	March 17, 2021
Board Item:	Member Program Agreement for Mobile School Pantry – Second Harvest Food Bank of Orange County

# **HISTORY**

Second Harvest Food Bank of Orange County has been providing a "farmer's market" style school pantry produce distribution model since the 2014-2015 school year. The District began participating in the School Pantry Program during the 2016-2017 school year at Kinoshita Elementary School. For the last four school years, R.H. Dana Elementary School has hosted a School Pantry Program. For a sixth year, the District has the opportunity to collaborate with Second Harvest Food Bank of Orange County to host a 2021-2022 School Pantry Program at interested, qualified schools.

# **BACKGROUND INFORMATION**

This agreement is for participation in the Mobile School Pantry Program with Second Harvest Food Bank of Orange County. The mission of the School Pantry Program is to help alleviate child hunger in America by offering food to children and their families at school. Mobile school pantries are located on the grounds of a qualified school intended to provide a more accessible source of food assistance to low-income students and their families. School Pantries are monthly, large-scale distributions providing a variety of fresh produce to an average of 150 families at each distribution.

# **CURRENT CONSIDERATIONS**

The District and Second Harvest Food Bank of Orange County will maintain a Mobile School Pantry Agreement for the 2021-2022 school year for those interested, qualified schools within the District. Current qualified schools include Marco Forster Middle School, R.H. Dana, Hidden Hills, Kinoshita and San Juan Elementary Schools.

# **FINANCIAL IMPLICATIONS**

There is no financial impact to collaborating with Second Harvest Food Bank of Orange County to participate in the Mobile School Pantry Program for the 2021-2022 school year.

# **STAFF RECOMMENDATION**

Staff recommends the Board approve the Member Program Agreement for Mobile School Pantry with Second Harvest Food Bank of Orange County.

**PREPARED BY:** Kristin Hilleman, Director II, Food and Nutrition Services

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services Page 1 of 1



### Introduction:

The mission of the School Pantry Program is to help alleviate child hunger in America through the provision of food to children and their families at school. School Pantries are located on the grounds of a school intended to provide a more readily accessible source of food assistance to low-income students and their families. Second Harvest Food Bank of Orange County (SHFBOC) has been running similar mobile-based school distributions since 2012, but the program officially launched for the 2014-2015 school year with 8 schools participating in this "farmer's market"- style produce distribution model. Every year we look forward to the partnerships that we will form with each school, knowing that they will provide ample opportunity for growth and help further our mission to end hunger in Orange County. We guarantee to provide great support to the schools that we work with, and in turn, hold our partners to high expectations in terms of communication, and a willingness to work with us to meet the needs of each specific school community.

#### **Responsibilities of the School:**

- 1. Identify a dedicated "School Pantry Coordinator" to orchestrate each School Pantry distribution; greet SHFBOC driver at the time of the delivery and assist the driver as needed with pallet and crate pick-up, ensure proper distribution set-up, assign volunteers to specific tasks and provide volunteer support, and handle any on-site issues. The "School Pantry Coordinator" and volunteers must undergo training at their first 2-3 distributions by a SHFBOC staff member to ensure the responsibilities and integrity of the program are being carried out. This individual will also serve as SHFBOC's primary contact at each school and will be responsible for communicating any issues to SHFBOC staff. The "School Pantry Coordinator" will need to dedicate at least 5 hours in total each month for the distribution and complete reporting requirements afterward. This individual must be a paid staff member, not a volunteer.
- 2. Each "School Pantry Coordinator" and one additional staff person or volunteer, must undergo Safe Food Handling training that carries an estimated \$15 fee per certificate. The training will provide a three-year food handling certificate and must be sent to SHFBOC prior to your first distribution of the school year. Certification must be kept up to date and renewed before it expires.
- 3. Provide an agreed upon space for distribution and be willing to reasonably accommodate SHFBOC staff requests for a change in location as needed.
- 4. Promote the food distribution to enrolled students' families via calling systems, posting on the marquee, posting on social media, and distributing flyers. Work in collaboration with nearby schools to expand outreach to the community by connecting with community liaisons, etc. SHFBOC will provide each school with a Social Media Toolkit with examples and guidelines for social media posts.
- 5. Notify SHFBOC at least two business days in advance for cancellations, including inclement weather or rescheduling to be taken into consideration. SHFBOC will deliver, rain or shine.
- 6. Complete client intake and reporting requirements, as detailed and trained on by SHFBOC. Client intake entails collecting family household size (number of adults, children, seniors) before the distribution. Client intake form and online database reporting must be submitted to SHFBOC staff within three business days after each distribution.
- 7. Allow for and approve of additional free resources to be provided during food distributions.
- 8. Conduct National Background Checks on staff and volunteers with direct, repetitive contact with children (if applicable).
- 9. Work to help ensure the distribution of all food on-site (except waste/spoiled food). Allow for disposal of any waste in trash receptacles. Do not redistribute leftover food to other organizations.
- 10. Have assistance from custodial staff and/or volunteers during set up and clean up as needed, including storing pallets and crates for pick-up by SHFBOC driver during the next month's distribution. Store folding tables, produce baskets, and other program supplies on-site in a secure location.
- 11. Pallets and crates need to be prepared for pick-up and placed near the food distribution area prior to the driver's arrival for expedited pick-up.
- 12. District, Principal, or other school staff will make SHFBOC aware of any school personnel changes for the school year.



- 13. For SHFBOC grant-reporting purposes, each participating school will be expected to collect and provide at least one (1) client story or referral for a client that SHFBOC can contact. SHFBOC will provide the appropriate client consent form needed to be filled out.
- 14. Sign this written agreement with Second Harvest Food Bank of Orange County.

#### Responsibilities of Second Harvest Food Bank of Orange County:

- 1. Provide a selection of produce in quantities that will allow for distribution to approximately 150 households at each distribution. Adjust orders based on each school's need.
- 2. Provide additional food as available and at the discretion of SHFBOC staff, although the program aims to primarily provide fresh produce.
- 3. Provide a written agreement to be signed by a School District Representative.
- 4. Provide program staff management and on-going support for the program including annual application process, school staff and volunteer training, new school onboarding, data collection and verification, order placement and coordination with SHFBOC Operations and Logistics departments, site monitoring visits, ensuring Program compliance with SHFBOC and Feeding America regulations, etc.
- 5. Handle all school non-compliance issues, including escalating courses of action based on the seriousness or sustained non-compliance issues. Escalation includes sending a Corrective Action letter, site visits, and possible program probation/hold/termination.

#### Use of Food Provided by Second Harvest Food Bank of Orange County:

- 1. Food will be distributed free of charge.
- 2. Food will not be redistributed to any group or organization. Any leftover food must be kept on-site and distributed to additional families within 24 hours.
- 3. Food will not be transferred for money, property, or services.
- 4. Ensure safe and proper handling of the Product, which conforms to all local, state, and Federal regulations.

#### **Conditions and Stipulations:**

- 1. Both parties enter into this agreement voluntarily.
- 2. Either party may terminate the agreement by simply notifying the other party.
- 3. Any attachments are a part of this agreement.
- 4. Each site must be willing to abide by the policies, procedures, and record keeping requirements of SHFBOC.
- 5. Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
- 6. The partnering organization will allow SHFBOC to monitor the food distribution operations site regularly.
- 7. Participant shall indemnify, defend and hold harmless Second Harvest Food Bank of Orange County, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of: (i) any personal injury or property damage occurring at Participant's Program site arising from any act, omission or negligence of Participant.
- 8. Second Harvest Food Bank of Orange County reserves the right to terminate the agreement without notice if the program is found to be out of compliance.
- 9. Second Harvest Food Bank of Orange County reserves the right to limit the types and quantity of food given to the site. Either party can terminate this agreement immediately with or without cause upon notification of other party. This agreement is binding from the date of signature until termination by either party. Failure to maintain terms of this agreement may result in partnership status being placed on hold or in some cases terminated. I accept and agree to abide by all the above terms and conditions.



#### **COVID-19 Flexibilities:**

In collaboration with Second Harvest Food Bank of Orange County, schools will modify its distribution to keep in mind physical distancing protocols and guidelines. In an effort to promote the health and safety of all involved, schools will not be required to set up their distribution in a "farmer's market" style or provide client choice. Schools may operate as a Drive-Thru and/or limited Walk-Up model during this time.

As long as COVID-19 protocols are still in place according to CDC and/or State of California guidelines, all schools will be expected to operate their distributions with COVID-19 precautions in place; this includes physical distancing through the distribution (including appropriate line-management), staff and volunteers handling food should be wearing gloves, and masks being worn by staff, volunteers, and participants.

Schools will resume their regular Mobile School Pantry operations once agreed upon by the School District and SHFBOC – at which time the above Agreement terms will be effective and COVID-19 flexibilities will no longer be in effect.

Capistrano Unified School District

Print name of School District (or School Name if no District)

Signature of District/Board Representative

Clark Hampton Print name of District/Board Representative

Ellie Quili

Signature of SHFBOC Representative

Ellie Dinh

Print name of SHFBOC Representative

Date

Deputy Superintendent Title

Jan 29, 2021

Director of Programs & Services Title

To be signed by School Principal once school has been selected to participate in the program.				
By signing, I acknowledge that I have read the terms listed above.				
Print name of School Principal	School Name			
Signature of School Principal	Date			

EXHIBIT #8



Thank you for your interest in being part of the Second Harvest Food Bank of Orange County (SHFBOC) School Pantry Program! School Pantries are monthly, large-scale distributions providing a variety of fresh produce to an average of 150 families at each distribution. School Pantries, located on school grounds, provide accessible food assistance to low-income students and their families. Second Harvest launched the School Pantry Program in 2014 with 8 schools, and currently partners with about 40 schools monthly.

We are looking forward to partnerships that will grow with each school and help further our mission to end hunger in Orange County. We guarantee to provide great support to the schools that we work with, and in turn hold our partners to high expectations in terms of communication, willingness to work with us to meet the needs of each specific community and a demonstrated respect for the community.

## **Program Model**

The Mobile School Pantry aims to provide a dignified, client-centered approach to serving food-insecure families, children, and individuals in Orange County. Our program model is centered on the theme of "compassionate service" – from the way the distribution looks and feels, to how people are able to choose the food they take home.

## Program Requirements

- School involvement: Each school must designate a staff person as their "School Pantry Coordinator." Key responsibilities include orchestrating each distribution and supervising parent volunteers.
- **Volunteers**: Parent volunteers are essential to running your distribution. We recommend scheduling 8-10 to help each month.
- **Pantry promotion**: Advertise your distributions via calling systems, flyers, etc. Work with surrounding schools to outreach to their families.
- Open to the community: Everyone is welcome! No ID or proof of residency required.
- **Compassionate service**: Volunteers are trained to set up the distribution in an appealing manner, greet clients, and let clients choose the food items they want to take home (within the item limits).
- Food Safety: Two key staff (or 1 staff and 1 lead volunteer) must obtain a Safe Food Handling Certification (online via ServSafe).
- Storage: Make space available to store pallets and crates between monthly distributions, for pickup during your next delivery.
- Basic client intake: Staff and volunteers must complete basic client intake and reporting for each distribution.



## **School Pantry Partner Benefits**

- **Sustainable**: At no cost to our partners, the School Pantry Program is a way for schools to ensure their school community has consistent access to fresh fruits and vegetables.
- **Parent Engagement**: Your monthly School Pantry distributions gives you a new opportunity to engage your with parents in a positive way. The parents will begin taking ownership of and pride in their monthly pantries.
- Health and Nutrition: In Orange County, 1 in 6 children are at risk of hunger. By providing a consistent source of fresh produce, the health and nutrition of your children and their families will improve as we know from program evaluation conducted at current School Pantry sites.
- **Insurance**: Each school can be listed as an Additional Insured on SHFBOC's liability insurance.
- **Support**: As a School Pantry Partner, our staff will ensure each school is trained and comfortable executing our program model

before running the program without our staff onsite support. Ongoing support is provided throughout the year.



#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From:	Clark Hampton, Deputy Superintendent, Business and Support Services
Date:	March 17, 2021
Board Item:	Second Amendment of Purchase and Sale Agreement ("Las Ramblas Property") Pacific Point Development Partners

### **HISTORY**

On March 1, 2016, the District entered into an agreement with Pacific Point Development Partners, LLC, where the District received the right to purchase the 7.292 acre Pacifica San Juan Property located at the north east corner of Camino Las Ramblas and Avenida California for a purchase price of \$6,000,000 (PPDP Agreement). The PPDP Agreement also allows the District to assign its rights to purchase the Property by identifying a third party willing to acquire the Property through a separate agreement.

In August 2018, the District circulated a RFP seeking parties interested in acquiring the Property through an assignment of the PPDP Agreement, and entered into an agreement with Lennar Homes of California, Inc. (Lennar). That transaction was not finalized. The District has now followed a similar RFP process, and developer/buyers are interested in acquiring the right to purchase the Property.

Based an April 27, 2018 First Amendment with PPDP, the District currently holds the option to purchase the Property through the PPDP Agreement which the District can exercise any time before May 30, 2021. The District can extend this option again to November 19, 2021, by making another deposit of \$800,000 by May 1, 2021, all pursuant to the terms of the existing PPDP Agreement, as amended. All such deposits will all be credited toward the District's purchase price when the District completes the purchase of the Property. The District team has been negotiating with the Property owner for revisions to the PPDP Agreement terms, including a further extension of the outside option date in exchange for more non-refundable deposit(s).

### **BACKGROUND INFORMATION**

Because the District does not currently own, or hold title to, the Property, the Purchase Right Agreement creates a "pass-through" title arrangement whereby title to the Property goes directly from the Owner to the developer or buyer who is ultimately selected by the Board. The District will never own the Property pursuant to this transaction, but instead will facilitate the transfer of title from Owner the chosen developer/buyer. The proposed Second Amendment will allow for sufficient time for the District to facilitate a sale to and interested developer/buyer.

Page 1 of 2

EXHIBIT #9

### **CURRENT CONSIDERATIONS**

The District's negotiating team has discussed with the Board the price and terms of payment issues associated with the offers received pursuant to the RFP process, and has been negotiating with the entity which seems to have offered the most beneficial terms to acquire the right to purchase the Property. Any such transaction will need sufficient time to close escrow; accordingly, the District wishes to enter into the proposed Second Amendment in order to allow for sufficient time for the District to facilitate a sale to and interested developer/buyer.

### FINANCIAL IMPLICATIONS

The future financial impact of the proposed Second Amendment of Purchase and Sale Agreement is insignificant since any additional deposit amount, while non-refundable, will be applied to the \$6,000,000 purchase price. Furthermore, there is no doubt the District will still acquire the Property at this purchase price, even if it is not successful in selling its option to an interested developer/buyer.

#### **STAFF RECOMMENDATION**

It is recommended that the Board of Trustees approve the Second Amendment of Purchase and Sale Agreement (PSA) with Pacific Point Development Partners. <u>\*Please note, the Second Amendment of</u> <u>Purchase Agreement was not yet finalized or available at the time of printing the District's agenda;</u> <u>however, should the Second be finalized by the Board Meeting, said Second Amendment will be made available to the public that evening.</u>

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

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees				
From: Prepared by:	Susan Holliday, Chief Administrative Officer, Education and Support Services Patricia Romo, Executive Director, College and Career Readiness				
Date:	March 17, 2021				
Board Item:	Memorandum of Understanding with College and Career Advantage for Participation in the California Career Technical Education Incentive Grant Program				

### **HISTORY**

The California Career Technical Education Incentive Grant (CTEIG) is a state education, economic and workforce development initiative with the goal of providing students with the knowledge and skills necessary to transition to employment and postsecondary education. Through a competitive process, \$150 million in CTEIG is provided annually to create, expand, and maintain career technical education pathways.

#### **BACKGROUND INFORMATION**

In 2018, the State of California approved an annual recurring investment of \$150 million in the CTEIG, for helping students in grades kindergarten -12 develop the knowledge and skills they needed to be successful in college and careers. The goal for grant recipients is to enhance, expand and/or create strong career technical education programs.

### **CURRENT CONSIDERATIONS**

The Memorandum of Understanding (MOU) with College and Career Advantage will set forth the terms of the agreement between the District and College and Career Advantage with regards to participating in the CTEIG Program. The term of this MOU shall be from July 1, 2020 through and including June 30, 2022 unless modified or terminated in writing.

### FINANCIAL IMPLICATIONS

There is no financial impact.

### **STAFF RECOMMENDATION**

Approval of Memorandum of Understanding with College and Career Advantage for Participation in the California Career Technical Education Incentive Grant Program.

PREPARED BY: Patricia Romo, Executive Director, Career Technical Education
APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

Page 1 of 1

### California Career Technical Education Incentive Grant Program Memorandum of Understanding (MOU) Between Capistrano Unified School District and College and Career Advantage

This memorandum of understanding sets forth the terms of agreement between the Capistrano Unified School District (hereafter CUSD) and College and Career Advantage (hereafter CCA), with regards to participation in the California Career Technical Education Incentive Grant Program.

## I. Background

The California Career Technical Education Incentive Grant Program is established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten and grades 1 to 12, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education programs during implementation of the District's Local Control Funding Formula.

## II. Purpose of the Agreement

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the Career Technical Education Incentive Grant Program.

### III. Duration of the Agreement

The term of this agreement shall be from July 1, 2020 through and including June 30, 2022 unless modified or terminated in writing. Termination can be exercised by either party 30 days following written notice.

### IV. Responsibilities

In consideration of the shared goals associated with this agreement, and in recognition of the benefit to be derived from the effective implementation of the program, the parties agree that their responsibilities under this agreement shall be as follows:

### CUSD shall:

Provide a proportional dollar-for-dollar match for any funding received from the California Career Technical Education Incentive Grant Program, as follows:

A. For the term beginning July 1, 2020, two dollars (\$2) for every one dollar (\$1) received from this program. For the 2021-22 application, matching funds may be based on local match expenditures starting June 1, 2020, to June 30, 2022.

The Executive Director of Career Technical Education for Capistrano Unified School District will prepare and submit all required documentation related to this grant.

## CCA shall:

Meet all of the eligibility standards, as follows:

- A. Offer high quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of career technical education programs that lead to a career pathway or attain employment upon graduation.
- B. Provide pupils with quality career exploration and guidance.
- C. Provide pupils support services, including counseling and leadership development.
- D. Provide for system alignment, coherence, and articulation, including ongoing and structural regional or local partnerships with postsecondary educational institutions, documented through formal written agreements.
- E. Form ongoing and structural industry and labor partnerships, documented through formal written agreements and through participation on advisory committees.
- F. Provide opportunities for pupils to participate in after school, extended day, and out-of-school internships, competitions, and other work-based learning opportunities.
- G. Reflect regional or local labor market-demands and focus on current and emerging high-skill, high-wage, or high-demand occupations.
- H. Provide programs that lead to an industry-recognized credential or certificate, or appropriate postsecondary training or employment.
- I. Provide skilled teachers with appropriated credentials, as well as skilled administrators and support staff who provide professional development opportunities.
- J. Report data as a program participation requirement to allow for evaluation of the program. Data elements shall include, but not be limited to, metrics aligned with the core metrics required by the federal Workforce Innovation and Opportunity Act and the quality indicators described in the California State Plan for Career Technical Education required by the federal Carl D. Perkins Career and Technical Improvement Act of 2006, and the following metrics:
  - i. The number of pupils completing high school.
  - ii. The number of pupils completing career technical education coursework.
  - iii. The number of pupils obtaining an industry-recognized credential, certificate, license, or other measure of technical skill attainment.
  - iv. The number of former pupils employed and the types of businesses in which they are employed.
  - v. The number of former pupils enrolled in a postsecondary educational institution, a state apprenticeship program or another form of job training.

## V. Additional Provisions

- As the administrative agency for the JPA, Capistrano Unified School District will receive and administer the JPA's allocated funds, and submit the necessary plans, applications, and all fiscal claims to the California Department of Education (CDE). Each of the LEAs participating in the JPA will cooperate in the development of these documents and will provide timely responses to the JPA fiscal agent's request for information and data.
- 2. Each member of the JPA will release the Average Daily Attendance (ADA) of their students in their district that will participate in the JPA's CTE programs to determine funding for this specific CTEIG funding structure. The JPA will report only those students' ADA that the member has released for the purpose of determining the grant allocation award. Each member and fiscal agent will submit data on CTE students according to what they are claiming or releasing of ADA for the grant funding structure of ADA, as outlined in Education Code (EC) Section 53071, (B), i-v. Each member of the MOU and fiscal lead agency will sign all grant assurances and comply with all requirements as a grant recipient for the CTEIG funding, as outlined in EC Section 53071. In accordance with the CTEIG program, EC Section 53070, (b) of the amounts appropriated in paragraphs (1) through (3), inclusive, of subdivision (a), 4 percent is designated for applicants with average daily attendance of less than or equal to 140, 8 percent is designated for applicants with average daily attendance of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with average daily attendance of more than 550. For purposes of this section, average daily attendance shall be those figures that are reported at the time of the second principal apportionment for the previous fiscal year for pupils in grades 7 to 12, inclusive. For any applicant consisting of more than one school district, county office of education, charter school, or regional occupational center or program operated by a joint powers authority, or of any combination of these entities, the sum of the average daily attendance for each of the constituent entities shall be used for purposes of this subdivision.
- 3. This agreement is entered into by the duly authorized officials of each respective party.
- 4. It is understood by both parties that each will fulfill its responsibility under the MOU in accordance with the provisions of law and regulations that govern their activities.
- 5. Nothing in this agreement is intended to negate or otherwise render ineffective any previous agreements.
- 6. If at any time either party is unable to complete their responsibilities under this agreement, the affected party shall immediately provide written notice to the other party to establish a date for mutual termination of the agreement.
- 7. This MOU constitutes the entire agreement hereto with respect to the subject matter.

- 8. No amendment, modification or alteration in the terms of the MOU shall be binding on either party unless submitted in writing.
- 9. This MOU may be amended by the mutual written consent of the parties.

Approved By:

## **Capistrano Unified School District**

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

Name/Title: Susan Holliday, Chief Administrative Officer, Education and Support Services

Date:

### **College and Career Advantage**

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

Name/Title: Patricia Romo, Executive Director Date:

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Susan Holliday, Chief Administrative Officer, Education and Support Services Bradley Shearer, Assistant Superintendent, School Leadership and Instruction, Elementary
Date:	March 17, 2021
Board Item:	Memorandum of Understanding and Agreement for Use of Emerald Cove Outdoor Science Institute Facilities, Supplies, Equipment and Services Public School Districts School Year 2020-2021

## **HISTORY**

Emerald Cove Outdoor Science Institute (ECOS) program provides engaging outdoor education field trip experiences on science topics for schools and districts in Southern California. The outdoor field trips help inspire and promote student interest in science.

### **BACKGROUND INFORMATION**

The Board approved, on February 17, 2021, the participation of 2 schools in ECOS's **virtual** program for a variety of dates and session during the 2020-2021 school year. Oak Grove Elementary School has expressed interest in adding another session for their fifth grade students.

### **CURRENT CONSIDERATIONS**

For the 2020-2021 school year, Oak Grove Elementary School students will attend the Emerald Cove Science Institute **Virtual** Science Camp from May 24 - 28, 2021. Each session is 1.5 - 2 hours of instruction. It is estimated that 161 Oak Grove Elementary School grade 5 students will **virtually** attend the ECOS **Virtual** Science Camp in 2020-2021.

### FINANCIAL IMPLICATIONS

The estimated total expenditure under this contract is \$3,600 funded by gift funds.

### **STAFF RECOMMENDATION**

Approval of the Memorandum of Understanding and Agreement for Use of Emerald Cove Outdoor Science Institute Facilities, Supplies, Equipment and Services Public School Districts School Year 2020-2021.

PREPARED BY: Bradley Shearer, Assistant Superintendent, School Leadership and Instruction, Elementary

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

#### AGREEMENT FOR USE OF EMERALD COVE OUTDOOR SCIENCE INSTITUTE SERVICES PUBLIC SCHOOLS SCHOOL YEAR 2020-2021

#### Exhibit A Statement of Work

#### I. Generally

**a. Agreement.** This Statement of Work is appended to that certain agreement dated effective February 22, 2021 (the "Agreement") entered into by and between the Emerald Cove Outdoor Science Institute and Oak Grove/Capistrano Unified School District ("School/District"). Capitalized terms used but not defined in this Statement of Work shall have the meanings given them in the Agreement.

#### II. Scope of Work / Services

**a.** Services. In exchange for the compensation contemplated under this Agreement, ECOS will provide the School/District with services associated with the ECOS Virtual Science Camp (i.e., five (5) sessions of instruction, 1.5 - 2 hours in duration (the "Services")).

**b. Delivery Dates / Locations**. The foregoing Services will be performed or delivered to the following locations pursuant to the following schedule:

School/District	Grade	Number of Classes	Start Date	Number of Days	Tuition <sup>†</sup>	Total Tuition
Oak Grove	5th	3	5/24/21	5	\$1,200/ class	\$3,600

#### III. Compensation

**a.** In exchange for the Services and deliverables described above, School/District agrees to pay ECOS pursuant to Section D of the Agreement, as follows:

1) The total tuition listed in item II(b) of this Exhibit A will be due and payable within thirty (30) days of the date of invoice sent by ECOS.

2) Late payment: All payments not received within the time frame specified above shall bear interest at the lesser rate of 18% per annum (1.5% per month) or the maximum rate permitted by law. Payments will thereafter be applied first to accrued interest and then to the principal unpaid balance. If payment of invoices is not current, ECOS may, at its option, suspend performance of Services.

<sup>&</sup>lt;sup>1</sup> Subject to change from school year to school year

#### b. Other

1. Additional Enrollment. Should School/District wish to add classes to this AGREEMENT, ECOS shall generate an addendum to this Exhibit "A", indicating the name of the School/District, the number of additional classes, the fees, and the date(s) of participation. For the request for additional students to become effective, the addendum shall be signed by an authorized representative of School/District and returned to ECOS.

2. Cancellations and/or modifications to the number of classes indicated in a purchase order are allowed with written approval from ECOS representative.

3. All fees quoted are in US Dollars.

4. School/District will remit payments to ECOS at the following address: P.O. Box 1027, San Clemente, CA 92674

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

SCHOOL/DISTRICT: OAK GROVE ELEMENTARY/CAPISTRANO UNIFIED

Oar BY

Authorized Signature

PRINT NAME: Brad Shearer

TITLE: Asst Superintendent, School Leadership and Instruction, Elementary

DATE: February 22, 2021

EMERALD COVE OUTDOOR SCIENCE

Authorized Signature BY: \_\_\_\_

PRINT NAME: Stephen Kuljis

TITLE: Director

DATE: February 22, 2021

Page 2

EXHIBIT #11

### AGREEMENT FOR EMERALD COVE OUTDOOR SCIENCE INSTITUTE SERVICES PUBLIC SCHOOLS SCHOOL YEAR 2020-2021 MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the **Emerald Cove Outdoor Science Institute, Inc. (ECOS)**, and Oak Grove Elementary/ Capistrano Unified School District, regarding distance learning opportunities provided in partnership with Sacramento County Office of Education's Sly Park Environmental Education Center (Sly Park) for School/District students.

#### A. Term and Termination

Once signed by both parties, this MOU is in effect from February 22, 2021 (the "Effective Date") through June 30, 2021.

This agreement may be terminated by either party by giving 30-days written notice.

#### B. ECOS agrees to:

- 1. Develop and provide a week-long (i.e., five business days) virtual camp related to science and environmental education. The camp will occur 1.5-2.0 hours per day via Zoom for five days.
- 2. Assign students, as appropriate, a home investigation task that will accompany camp activities.
- 3. There will be self-guided nightly activities that will complement the lesson provided that day.
- 4. Provide all camp learning materials digitally to the classroom teacher as a resource.
- 5. Provide all camp science kit materials to the school one week prior to the beginning of the lesson.
- 6. Provide a link to Zoom one week prior to the start of the first camp session. The foregoing services may collectively be referred to as the "Services," as further described in Exhibit A, Statement of Work, attached hereto and incorporated herein.

#### C. School/District agrees to:

- 1. Commit to a scheduled time each week. If a time change is needed, the School/District will contact the Director directly.
- 2. The classroom teacher will act as a Zoom co-host and assist in the admission of students into the meeting.
- 3. Identify student participants and communicate attendance, confidentiality, and behavior expectations to the students.
- 4. The science camp teacher will redirect off-task behaviors. However, the teacher of record will address any behavior issues that may occur.

#### D. Payment

- 1. Pricing for the virtual camp will be \$1200 per class (recommended limit of 30 students per class.)
- 2. The price listed above is per class attending the virtual camp. The School/District will be invoiced the full amount for the virtual camp two weeks prior to the camp start date. Payment will be due upon receipt of the invoice and must be received within 30 days.

#### E. General Terms

 <u>Indemnity</u>. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision will survive the termination of the MOU.

- 2. <u>Independent Agents.</u> This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
- 3. <u>Nondiscrimination</u>. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- 4. <u>Insurance</u>. All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.
- 5. <u>Force Majeure.</u> No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part. Provided, that the delayed or

defaulting party shall immediately notify the other party of the force majeure event, an estimate of the duration of the event, and the delaying or defaulting party's plan to mitigate the effects of the delay or default.

- 6. <u>Entire Agreement.</u> This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
- 7. <u>Execution</u>. The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Emerald Cove Outdoor Science	School/District			
Institute, Inc. Stephen Kuljis Director	Brad Shearer, Asst. Superintendent, School Leadership and Instruction, Elementary			
Stand. Kulji	Fral Shearen			
0 Signature	Signature			
February 22, 2021	February 23, 2021			
Date	Date			

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Susan Holliday, Chief Administrative Officer, Education and Support Services Peggy Baerst, Executive Director, Elementary Education, Preschool-Grade 5
Date:	March 17, 2021
Board Item:	Addendum to the Agreement for Additional Schools Participating in the Inside the Outdoors School Programs, Agreement Number 13017, Addendum No. 3, No. 4, No. 5, and No. 6

## **HISTORY**

The Orange County Department of Education's (OCDE) Inside the Outdoors (ITO) program provides engaging outdoor education field trip experiences and assemblies on science topics for schools and districts in Southern California.

## **BACKGROUND INFORMATION**

The Board approved, on December 16, 2020, the participation of 3 schools in OCDE's ITO "Traveling Scientist" **virtual** program for a variety of dates and sessions across the 2020-2021 school year. Concordia, Hankey, Kinoshita, Las Flores, San Juan, Vista del Mar, and George White Elementary Schools have expressed interest in various sessions in these addendums. Additionally, Malcom Elementary School has expressed interest in adding two more sessions.

### **CURRENT CONSIDERATIONS**

Concordia Elementary School would like two "Traveling Scientist" **virtual** assembly programs for their students, as would Hankey, Kinoshita, Las Flores, Vista del Mar, and George White Elementary Schools. San Juan Elementary School would like one **virtual** assembly program. Malcom Elementary School has enrolled in 2 additional sessions from their initial enrollment. Inside the Outdoors offers multiple 45 – 75 minute "Traveling Scientist" program assemblies on a variety of topics. These additional assemblies will help inspire and promote student interest in science. It is estimated that an additional 246 students will participate in the OCDE ITO "Traveling Scientist" assembly with Addendum No. 3, an additional 532 students will participate with Addendum No. 5, and an additional 130 students with Addendum No. 6, of which all will be virtual.

## FINANCIAL IMPLICATIONS

There is no financial implication, as there is no charge for this **virtual** program.

## **STAFF RECOMMENDATION**

Page 1 of 1

Approval of Addendum to the Agreement for Additional Schools Participating in the Inside the Outdoors School Programs, Agreement Number 13017, Addendum No. 3, No. 4, No. 5, and No. 6.

PREPARED BY: Peggy Baerst, Executive Director, Elementary Education- Preschool-Grade 5

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services



#### Orange County Department of Education Contracts Unit - Inside the Outdoors

200 Kalmus Drive, P.O. Box 9050 Costa Mesa, CA 92628-9050 Phone: 714-708-3885 Fax: 714-668-7953 Email: itocontracts@ocde.us



#### ADDENDUM Agreement for Participation Inside the Outdoors Virtual Programs 2020/2021

Date:	February 25, 2021
То:	Peggy Baerst, Executive Director Capistrano Unified
From:	Orange County Department of Education Contracts Unit
Subject:	Agreement for Additional School(s) Participating in <i>Inside the Outdoors</i> ® Virtual Programs Agreement Number: <mark>#13017</mark> , Addendum Number: <mark>#3</mark>

The following school has registered to participate with *Inside the Outdoors*. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and date(s).

Please verify Programs, Participation Date(s) and final enrollment numbers to avoid additional charges.

☐ Sign and return this Addendum at least <u>*14 business days*</u> before your school(s) Program(s). To complete our Agreement please send to the above address, fax or email.

You are financially responsible for at least 90% of the full cost of the scheduled **program(s)**, as per terms of the signed Agreement. If a school has received a grant, the cost of the program may be covered in full. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

To reschedule, a notice of twenty business days is required and an additional \$100.00 fee may be charged. Cancellations require a written notice to Inside the Outdoors of a minimum of twenty (20) business days prior to participation. If an equivalent replacement cannot be found for the open date, your school will be billed for ninety percent (90%) of the full cost of the scheduled programs.

Please see your Agreement for further details regarding our virtual presentations and the protection of our content. A decision to postpone a program due to technical difficulties exceeding fifteen (15) minutes may be made by Inside the Outdoors staff. Your school's group(s) will be rescheduled at a mutually agreed upon date when space is available. For all virtual programs **not** covered by a grant, one session minimum fee applies, (see Fee Schedule for details). If your school has received a grant, the cost of the program may be covered in full.

Page 1 of 2

School	Site/Program	Schedule Date	Grade	Number of Presentations	Number of Students	Fee	Comments
Concordia Elementary School	Virtual Program - MAD Plants	5/27/2021	3	3	63	no charge	Grant
Concordia Elementary School	Virtual Program - Santiago Oaks: Native Plants	6/1/2021	3	3	63	no charge	Grant
George White Elementary School	Virtual Program - MAD Plants	5/25/2021	3	3	60	no charge	Grant
George White Elementary School	Virtual Program - Santiago Oaks: Native Plants	5/26/2021	3	3	60	no charge	Grant

#### Note: New

\*Please refer to Section 10.0 and Sections 11.0 and 11.1 in your Agreement for further details on enrollment charges.

Call (714) 708-3885 if you have questions. Thank you for partnering with us to nurture healthier, happier and smarter students through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

Capistrano Unified	
School District	
Authorized Signature	
Addionized Signature	
Peggy Baerst	
Print Name	
Executive Director	
Title	Date



#### Orange County Department of Education Contracts Unit - Inside the Outdoors

200 Kalmus Drive, P.O. Box 9050 Costa Mesa, CA 92628-9050 Phone: 714-708-3885 Fax: 714-668-7953 Email: itocontracts@ocde.us



#### ADDENDUM Agreement for Participation Inside the Outdoors Virtual Programs 2020/2021

Date:	February 17, 2021
То:	Peggy Baerst, Executive Director Capistrano Unified
From:	Orange County Department of Education Contracts Unit
Subject:	Agreement for Additional School(s) Participating in <i>Inside the Outdoors</i> ® Virtual Programs Agreement Number: <mark>#13017</mark> , Addendum Number: <mark>#4</mark>

The following school has registered to participate with *Inside the Outdoors*. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and date(s).

Please verify Programs, Participation Date(s) and final enrollment numbers to avoid additional charges.

☐ Sign and return this Addendum at least <u>*14 business days*</u> before your school(s) Program(s). To complete our Agreement please send to the above address, fax or email.

You are financially responsible for at least 90% of the full cost of the scheduled **program(s)**, as per terms of the signed Agreement. If a school has received a grant, the cost of the program may be covered in full. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

To reschedule, a notice of twenty business days is required and an additional \$100.00 fee may be charged. Cancellations require a written notice to Inside the Outdoors of a minimum of twenty (20) business days prior to participation. If an equivalent replacement cannot be found for the open date, your school will be billed for ninety percent (90%) of the full cost of the scheduled programs.

Please see your Agreement for further details regarding our virtual presentations and the protection of our content. A decision to postpone a program due to technical difficulties exceeding fifteen (15) minutes may be made by Inside the Outdoors staff. Your school's group(s) will be rescheduled at a mutually agreed upon date when space is available. For all virtual programs **not** covered by a grant, one session minimum fee applies, (see Fee Schedule for details). If your school has received a grant, the cost of the program may be covered in full.

Page 1 of 2

School	Site/Program	Schedule Date	Grade	Number of Presentations	Number of Students	Fee	Comments
Hankey IB Academy	Virtual Program - MAD Plants	3/10/2021	3	2	54	no charge	Grant
Hankey IB Academy	Virtual Program - Santiago Oaks: Native Plants	3/26/2021	3	2	54	no charge	Grant
Las Flores Elem. School	Virtual Program - MAD Plants	3/4/2021	3	2	48	no charge	Grant
Las Flores Elem. School	Virtual Program - Santiago Oaks: Native Plants	3/18/2021	3	2	48	no charge	Grant
Malcom School	Virtual Program - Santiago Oaks: Native Plants	3/24/2021	3	3	89	no charge	Grant
Malcom School	Virtual Program - MAD Plants	3/31/2021	3	3	89	no charge	Grant
San Juan School	Virtual Program - OCC Planetarium	5/26/2021	5	5	150	no charge	Grant

Note: New

\*Please refer to Section 10.0 and Sections 11.0 and 11.1 in your Agreement for further details on enrollment charges.

Call (714) 708-3885 if you have questions. Thank you for partnering with us to nurture healthier, happier and smarter students through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

 Capistrano Unified

 School District

 Authorized Signature

 Peggy Baerst

 Print Name

 Executive Director

 Title
 Date March 18, 2021



#### Orange County Department of Education Contracts Unit - Inside the Outdoors

200 Kalmus Drive, P.O. Box 9050 Costa Mesa, CA 92628-9050 Phone: 714-708-3885 Fax: 714-668-7953 Email: itocontracts@ocde.us



#### ADDENDUM Agreement for Participation Inside the Outdoors Virtual Programs 2020/2021

Date:	February 17, 2021
То:	Peggy Baerst, Executive Director Capistrano Unified
From:	Orange County Department of Education Contracts Unit
Subject:	Agreement for Additional School(s) Participating in <i>Inside the Outdoors</i> ® Virtual Programs Agreement Number: <mark>#13017</mark> , Addendum Number: <mark>#5</mark>

The following school has registered to participate with *Inside the Outdoors*. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and date(s).

Please verify Programs, Participation Date(s) and final enrollment numbers to avoid additional charges.

☐ Sign and return this Addendum at least <u>*14 business days*</u> before your school(s) Program(s). To complete our Agreement please send to the above address, fax or email.

You are financially responsible for at least 90% of the full cost of the scheduled **program(s)**, as per terms of the signed Agreement. If a school has received a grant, the cost of the program may be covered in full. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

To reschedule, a notice of twenty business days is required and an additional \$100.00 fee may be charged. Cancellations require a written notice to Inside the Outdoors of a minimum of twenty (20) business days prior to participation. If an equivalent replacement cannot be found for the open date, your school will be billed for ninety percent (90%) of the full cost of the scheduled programs.

Please see your Agreement for further details regarding our virtual presentations and the protection of our content. A decision to postpone a program due to technical difficulties exceeding fifteen (15) minutes may be made by Inside the Outdoors staff. Your school's group(s) will be rescheduled at a mutually agreed upon date when space is available. For all virtual programs **not** covered by a grant, one session minimum fee applies, (see Fee Schedule for details). If your school has received a grant, the cost of the program may be covered in full.

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School	Site/Program	Schedule Date	Grade	Number of Presentations	Number of Students	Fee	Comments
Kinoshita School	Virtual Program - MAD Plants	3/26/2021	3	4	120	no charge	Grant
Kinoshita School	Virtual Program - Santiago Oaks: Native Plants	6/2/2021	3	4	120	no charge	Grant
Vista Del Mar	Virtual Program - MAD Plants	4/2/2021	3	4	130	no charge	Grant

#### Note: New

\*Please refer to Section 10.0 and Sections 11.0 and 11.1 in your Agreement for further details on enrollment charges.

**Call (714) 708-3885** if you have questions. Thank you for partnering with us to nurture healthier, happier and smarter students through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

Capistrano Unified School District

Authorized Signature

Peggy Baerst Print Name

**Executive Director** 

Title

Date March 18, 2021



#### Orange County Department of Education Contracts Unit - Inside the Outdoors

200 Kalmus Drive, P.O. Box 9050 Costa Mesa, CA 92628-9050 Phone: 714-708-3885 Fax: 714-668-7953 Email: itocontracts@ocde.us



#### ADDENDUM Agreement for Participation Inside the Outdoors Virtual Programs 2020/2021

Date:	February 17, 2021
То:	Peggy Baerst, Executive Director Capistrano Unified
From:	Orange County Department of Education Contracts Unit
Subject:	Agreement for Additional School(s) Participating in <i>Inside the Outdoors</i> ® Virtual Programs Agreement Number: <mark>#13017</mark> , Addendum Number: <mark>#6</mark>

The following school has registered to participate with *Inside the Outdoors*. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and date(s).

Please verify Programs, Participation Date(s) and final enrollment numbers to avoid additional charges.

☐ Sign and return this Addendum at least <u>*14 business days*</u> before your school(s) Program(s). To complete our Agreement please send to the above address, fax or email.

You are financially responsible for at least 90% of the full cost of the scheduled **program(s)**, as per terms of the signed Agreement. If a school has received a grant, the cost of the program may be covered in full. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

To reschedule, a notice of twenty business days is required and an additional \$100.00 fee may be charged. Cancellations require a written notice to Inside the Outdoors of a minimum of twenty (20) business days prior to participation. If an equivalent replacement cannot be found for the open date, your school will be billed for ninety percent (90%) of the full cost of the scheduled programs.

Please see your Agreement for further details regarding our virtual presentations and the protection of our content. A decision to postpone a program due to technical difficulties exceeding fifteen (15) minutes may be made by Inside the Outdoors staff. Your school's group(s) will be rescheduled at a mutually agreed upon date when space is available. For all virtual programs **not** covered by a grant, one session minimum fee applies, (see Fee Schedule for details). If your school has received a grant, the cost of the program may be covered in full.

Page 1 of 2

School	Site/Program	Schedule Date	Grade	Number of Presentations	Number of Students	Fee	Comments
Vista Del Mar	Virtual Program - Santiago Oaks: Native Plants	3/19/2021	3	4	130	no charge	

Note: New

\*Please refer to Section 10.0 and Sections 11.0 and 11.1 in your Agreement for further details on enrollment charges.

Call (714) 708-3885 if you have questions. Thank you for partnering with us to nurture healthier, happier and smarter students through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Susan Holliday, Associate Superintendent, Education Services Patricia Romo, Executive Director, Career Technical Education
Date:	March 17, 2021
Board Item:	Memorandum of Understanding for a Consortium Established to participate in the Strengthening Career and Technical Education for the Twenty-first Century Act with Laguna Beach Unified School District and Coronado Unified School District

## **HISTORY**

The Carl D. Perkins Vocational and Technical Education Act (Act) was first authorized by the federal government in 1984 and reauthorized in 1998, 2006 and 2018. The Act aims to increase the quality of career technical education (CTE) within the United States in order to help strengthen the economy. On July 31, 2018, President Donald Trump signed into law the reauthorization of the Act of 2006. The new law, the Strengthening Career and Technical Education for the Twenty-first Century Act (Perkins V), was passed by Congress.

### **BACKGROUND INFORMATION**

Perkins establishes a formula that is used to calculate an allocation for a Local Education Agency (LEA) based on district population (ages 5-17) and population of students who are economically disadvantaged (ages 5-17). Perkins does not allow an LEA to receive funds unless the allocation is greater than \$15,000. An LEA with an allocation below the minimum of \$15,000 must join a consortium in order to meet program requirements. The District has received Perkins funds for many years however; Laguna Beach Unified School District (LBUSD) and Coronado Unified School District (Coronado USD) do not meet the minimum allocation of \$15,000 to receive Perkins funds, and have requested to join the District in a consortium to meet the CTE requirements in the region. Forming the consortium would benefit all parties involved and strengthen partnerships and student opportunities in the region.

### **CURRENT CONSIDERATIONS**

The Memorandum of Understanding for a consortium established to participate in the Strengthening Career and Technical Education for the Twenty-first Century Act establishes a consortium between the District, LBUSD and Coronado USD allowing LBUSD and Coronado USD to receive Perkins Funds.

## FINANCIAL IMPLICATIONS

There is no financial impact.

### **STAFF RECOMMENDATION**

Approval of the Memorandum of Understanding to establish a consortium with Laguna Beach Unified School District and Coronado Unified School District.

PREPARED BY: Patricia Romo, Executive Director, College and Career Readiness

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

### Memorandum of Understanding (MOU) for a Consortium Established to Participate in the Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act between Capistrano Unified School District, Laguna Beach Unified School District and Coronado Unified School District

This MOU sets forth the terms of agreement between Capistrano Unified School District (hereafter CUSD), Laguna Beach Unified School District (hereafter LBUSD) and Coronado Unified School District (hereafter Coronado USD) with regards to participation in the Consortium established to participate in the Perkins V: Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act (hereafter Perkins).

## I. Background

This Consortium is established for the purpose of meeting the requirements of Perkins V: Strengthening Career and Technical Education in the 21<sup>st</sup> Century Act.

## II. Purpose of the MOU

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between all parties and to set forth the responsibilities of the parties as related to participation in the Consortium.

## III. Duration of the Agreement

This MOU will become effective upon receipt of wet-signatures of the Superintendent or Authorized Designee from all of the Consortium's participating LEAs and will extend through the duration of the Act funding, unless participating members are revised or the Consortium is disbanded by the participating LEAs. In the event that any changes are made to the Consortium it is the responsibility of CUSD to inform the CDE immediately and submit a Perkins LEA Addition/Change form.

### IV. Responsibilities

In consideration of the shared goals associated with this MOU, and in recognition of the benefit to be derived from the effective implementation of the Consortium, the LEAs agree that their responsibilities under this agreement shall be as follows:

 As the administrative agency (lead) for the consortium, CUSD will receive and administer the consortium's allocated funds, and submit the necessary plans, applications, and all fiscal claims to the CDE. Each of the LEAs participating in the Consortium will cooperate in the development of these documents and will provide timely responses to the Consortium fiscal agent's request for information and data.

- Each member of the Consortium will submit the two annual online end-ofprogram-year accountability reports required by all LEAs participating in Perkins (a) the E-1 report which provides enrollment, academic and skill attainment (program completion), and (b) the E-2 Report which provides employment and/or postsecondary education placement data on the program completers reported on the E-1 Report.
- 3. In accordance with Section 131 (f)(2) of the Perkins Act, the Consortium's annual allocated funds will be used only for purposes and programs that are: (a) mutually beneficial to all members of the Consortium; and (b) can only be used for programs authorized under this title, which are included in the Consortium's annual application approved by the CDE.
- 4. Capistrano Unified School District may utilize up to 5 percent of the Consortium's annual Section 131 allocation incurred in administering the annual grant award.
- 5. This MOU is entered into by the duly authorized officials of each respective party.
- 6. It is understood by the Consortium that each will fulfill its responsibility under the MOU in accordance with the provisions of law and regulations that govern their activities.
- 7. Nothing in this MOU is intended to negate or otherwise render ineffective any previous MOUs.
- 8. If at any time any LEA is unable to complete their responsibilities under this MOU, the affected LEA shall immediately provide written notice to the other LEAs to establish a date for mutual termination of the MOU.
- 9. This MOU constitutes the entire MOU hereto with respect to the subject matter.
- 10. No amendment, modification or alteration in terms of the MOU shall be binding on either LEA unless submitted in writing.
- 11. This MOU may be amended by the mutual written consent of the LEAs

(signatures on next page) Approved By:

## Capistrano Unified School District LEA Name - LEAD

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

Name/Title: Date:

### Laguna Beach Unified School District LEA Name

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

Name/Title: Date:

## Coronado Unified School District LEA Name

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

Name/Title: Date:

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Susan Holliday, Chief Administrative Officer, Education and Support Services Mike Beekman, Executive Director, Safety and Student Services
Date:	March 17, 2021
Board Item:	Three-year Expulsion Plan 2021-2024

### **HISTORY**

The District is required to adopt a three-year expulsion plan that is developed in collaboration with Orange County school districts and the Orange County Department of Education (OCDE). OCDE in turn submits the three-year county plan to the California Department of Education.

#### **BACKGROUND INFORMATION**

The county provides each district with an expulsion plan template. Education Code § 48926 requires the county and school districts to develop a plan for expelled students. These plans are required to be approved by the county and district boards every three years. District staff has reviewed the previous plan and updated the plan to align with the Orange County districts and OCDE's changes. Trustees adopted the previous three-year plan on March 14, 2018.

#### **CURRENT CONSIDERATIONS**

District staff has reviewed and updated the three-year expulsion plan in conjunction with OCDE staff. The proposed update of the expulsion plan is very similar in nature to the prior version. There were no significant changes from the previous plan other than minor updates. The plan was vetted through Student Services, Special Education Services and OCDE legal services.

#### FINANCIAL IMPLICATIONS

There is no financial impact.

#### **STAFF RECOMMENDATION**

Approval of the Three-year Expulsion Plan 2021-2024.

PREPARED BY: Mike Beekman, Executive Director, Safety and Student Services

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

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# PLAN FOR PROVIDING EDUCATIONAL SERVICES TO ALL EXPELLED STUDENTS IN ORANGE COUNTY 2021-2024

## **General Provisions**

As required by Education Code section 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2021-22, 2022-23 and 2023-24. The current plan has been adopted by the governing board of each school district in Orange County and the Orange County Board of Education. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a county community school pursuant to subdivision (c) of Education Code Section 1981, or a juvenile court school, as described in Section 48645.1, or a community day school pursuant to Article 3, (commencing with Section 48660 of Chapter 4 of Part 27 of the Education Code

All expelled students shall be referred to an educational placement that is 1) appropriately prepared to accommodate students who exhibit discipline problems; 2) not situated at a comprehensive middle, junior, or senior high school, or at any elementary school, and 3) not housed at the school site attended by the student at the time of the offense (E.C. section 48915). In addition to the requirements stated above, such factors as district size, district level alternatives, county level alternatives, local control accountability plans and district philosophy can influence the decisions by a district board of education regarding what educational alternatives are appropriate for the students who are expelled.

## **Educational Alternatives for Expelled Students**

The governing board of each school district will determine which educational alternatives are appropriate and available pursuant to Education Code section 48916.1. Educational alternatives throughout Orange County for students recommended for expulsion include, but are not limited to the following options:

- 1. Expulsion, suspended order, with placement on the same school campus [E.C. section 48917 (a)].
- 2. Expulsion, suspended order, with placement on a different school campus within the district [E.C. section 48917 (a)].
- 3. Expulsion with referral to a district community day school program, if available [E.C. section 48660].
- 4. Expulsion with subsequent transfer to another district subject to acceptance by the district of proposed enrollment [E.C. section 48915.1].
- 5. Expulsion with referral to the Orange County Department of Education, Division of Alternative, Community and Correctional Education Schools and Services (ACCESS) [E.C. section 1981].

A specific referral to a district community day school or county community school is made by the school district with recommendations from the district discipline review board, School Attendance Review Board (SARB), or by another established district referral process as required by statute.

The school district of residence maintains the responsibility for developing a rehabilitation plan for expelled students and referring students to an appropriate educational setting. Expelled students who complete their rehabilitation plan obligations are reviewed by the district for possible return to district of residence programs. Expelled students who fail to meet the terms and conditions of the district rehabilitation plan for readmission may continue to be referred to an appropriate educational setting within another district alternative program, district community day school program, or the Orange County Department of Education ACCESS program.

## **Charter School Requirements and Expulsion**

Charter schools develop their own policies and procedures regarding student expulsion and student dismissal subject to the requirements of Education Code Section 47605(c)(5)(J). They are not required to follow Education Code section 48900 et seq. as the basis of their discipline or expulsion policy, although by regulation petitioners must demonstrate familiarity with these provisions. Charter schools have the option to adopt their chartering district's policy and procedures in regard to expulsion.

A student who is expelled from a charter school may return to the school district of residence. As set forth in Education Code Section 47605(e)(3), if a pupil subject to compulsory full-time education pursuant to Education Code section 48200 is expelled or leaves a charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall,

upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. Once the school district has documentation of the expulsion order, the provisions of Education Code sections 48915.1 and 48915.2 to determine whether or not the pupil may enroll in a district school or must be referred to a county community school or district community day school (EC section 48915.2).

# **Expelled Students Who Commit Subsequent Violation(s)**

The placement of expelled students who commit subsequent expellable violations will be placed in one of the following options:

- If the student commits a subsequent violation of Education Code section 48900 and following, the student may be referred to another district alternative program or to the Orange County Department of Education.
- If the expelled student commits another violation of the Education Code while enrolled in the Orange County Department of Education ACCESS program, the student will be placed at another community school site within the Access Areas or transferred to another Access Area operated by the Orange County Department of Education, in accordance with Orange County Department of Education Policy and Procedures.

# **Expelled Students Who Fail District Community Day School**

An expelled student who fails his/her placement in a district community day school program may be placed in one of the following options:

- Other existing district educational alternatives.
- Orange County Department of Education, ACCESS program or a program operated by the Orange County Department of Education Division of Special Education Services.
- Non-Public School (NPS) placements for students with disabilities may be considered by school districts if the IEP team determines a NPS is appropriate.

# **Special Education Students**

Students eligible under the Individuals with Disabilities Act (IDEA) may be referred to the Orange County Department of Education pursuant to the Individualized Education Program (IEP) process outlined in Education Code section 48915.5 and Orange County Department of Education procedures. Students eligible under Section 504 of the Rehabilitation Act of 1973 may also be referred to the Orange County Department of Education program in accordance with Section 504 procedures. School districts must take into consideration the contents of the student's IEP when making placement recommendations. Any change in placement requires the school district to convene an IEP meeting. The IEP team identifies a special education program and related services appropriate for the student. Placement options may include district, special education local plan area (SELPA), or county-operated programs.

- If the district refers an expelled student to the Orange County Department of Education, the district shall convene an IEP meeting prior to the referral to jointly identify an appropriate special education program and related services. A representative from the Orange County Department of Education shall participate in the IEP meeting. The district or Orange County Department of Education may provide special education services in accordance with the student's IEP.
- When the IEP cannot be implemented within the Orange County Department of Education, the district of residence is responsible for providing a Free and Appropriate Public Education (FAPE) within the continuum of program options identified in its SELPA local plan.
- The Orange County Department of Education may also provide an interim alternative educational setting while a school district locates an educational placement for students eligible under the IDEA (not excluding county options). [34 C.F.R. section 300.530(g)]

# **Orange County Department of Education Options**

## **Orange County Department of Education Options**

The Orange County Department of Education is committed to providing a spectrum of educational options for students expelled from Orange County school districts. Educational options are provided through the Division of Alternative Education, known as Alternative, Community, and Correctional Education Schools and Services (ACCESS), a Western Association of Schools and Colleges-accredited (WASC) program, and the Division of Special Education Services. The Orange County Department of Education's mission is to ensure that all students are equipped with the competencies they need to thrive in the 21st Century. In addition, ACCESS's mission is to care for, teach, and inspire all students to discover their potential, develop their character, and maximize their learning so they may become successful contributors to society.

The policy of each individual school district affects how the Orange County Department of Education will meet the needs of that particular school district. Some districts use the Orange County Department of Education programs as educational options for those students expelled under Education Code section 48900. The Orange County Department of Education also works with Orange County school districts to provide information and data in support of local control accountability plan goals and priorities, including but not limited to pupil engagement, school climate and pupil outcomes.

The Orange County Department of Education Division of Special Education Services provides special education programs and services to individuals with exceptional needs requiring intensive educational services. Referrals to the Division of Special Education Services shall be made in accordance with current procedures.

The ACCESS program provides options for expelled youth at over 45 sites contained within 7 Areas located throughout the county. Regional options may include:

- Classroom instruction serving grades 9-12, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Classroom instruction serving grades 6-8, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Contracted learning/independent study programs for students who elect, with parent/teacher approval, not to participate in daily classroom instructional programs. These contracted learning/independent study programs require students to complete a minimum of 20 hours per week of educational product. For students with disabilities, this would be considered and discussed at an IEP meeting.
- Parent directed home instruction independent study programs through the Community Home Education Program (CHEP) serving students in transitional kindergarten (TK) through grade 8 and Pacific Coast High School, a University of California (UC) approved and National Collegiate Athletic Association-accredited program serving students in grades 9-12. For students with disabilities this would be considered and discussed during an IEP meeting.

# **Referral Process to the Orange County Department of Education** <u>A</u>lternative <u>Community Correctional Education Schools and Services (ACCESS)</u>

ACCESS Administrators regularly meet with school district representatives and agency partners to collaborate and coordinate placement of expelled students. Regional meetings of the Child Welfare and Attendance Administrators as well as district Student Attendance Review Board members provide an avenue for district and Orange County Department of Education representatives to discuss potential placement challenges, explore regional options and address the needs of expelled students.

Referrals to the Orange County Department of Education ACCESS program may be made directly to the Access Areas listed below. Referrals of students eligible under the IDEA shall be made through the IEP process and in accordance with ACCESS Special Education Procedures.

An Individual Learning Plan (ILP) will be developed for expelled students referred to ACCESS. Part of this plan includes a goal of assisting the student with meeting the requirements stated in the district rehabilitation plan to facilitate returning the student to the school district of residence at completion of the district expulsion. A Supplemental Referral Form and a Return to District Form were developed with the support of District Student Services Administrator's feedback in order to improve communication. Districts will use the "Supplemental Referral Form" to highlight unique needs of students, interventions in place, and rehabilitation plans for students. When returning to the district of residence, ACCESS will use the Return to District form to communicate student progress on the district rehabilitation plan as well as share important contact information in the case that questions may arise.

ACCESS and the Orange County school districts have resolved the difficulty for students returning to their district of residence following their expulsion period in regard to completing the required courses prior to graduation, which was a Gap in Service in the previous triennial countywide plan 2018-2021.

ACCESS and school district programs have implemented online programs that provide "a-g" approved courses as well as credit recovery options and electives, including career technical education. These programs have expanded the options available to expelled and returning students seeking to satisfy the "a-g" requirements or other college-preparatory courses. ACCESS continues to provide professional development to teachers to effectively utilize their on-line program. In addition, Pacific Coast High School (Administrative Area 5) offers a full range of college-preparatory courses satisfying the "a-g" requirements. *GradPoint*, the online course option with "a-g" approved courses utilized by ACCESS, satisfies the subject requirements for admission into the University of California and California State University Systems.

AREA	ADDRESS	CONTACT INFORMATION	STAFF CONTACT
Area 1 – South County	15872 Harbor Blvd. Fountain Valley, CA 92708	(714) 245-6535 (714) 966-1685 fax	Ken Ko <u>KKo@ocde.us</u>
Area 2 – Mid-County	505 N. Euclid St., Suite 500 Anaheim, CA 92801	(714) 245-6795 (714)781-5891 fax	Chris Alfieri CAlfieri@ocde.us
Area 3 - North County	1277 S. Lyon St., Suite 501 Santa Ana, CA 92705	(714) 245-6680 (714) 731-7269 fax	Vern Burton <u>VBurton@ocde.us</u>
Area 4 - Juvenile Court Schools*	331 City Drive South Orange, CA 92868	(714) 935-7651 (714) 935-6339 fax	Kirk Anderson KAnderson3@ocde.us
Area 5 - Pacific Coast High School, Community Home Educational Program (CHEP), Skyview	14262 Franklin Ave. Suite 100 Tustin, CA 92780	(714) 245-6500 (714) 508-0215 fax	Machele Kilgore <u>MKilgore@ocde.us</u>
Area 6 – Sunburst Academy	4022 Saratoga Ave., Bldg. 25 Los Alamitos, CA 92702	(714) 796-8780 (714) 662-8770 fax	Dinah Ismail DIsmail@ocde.us
Area 7 – College and Career Preparatory Academy	1669 E. Wilshire Ave., Suite 605 Santa Ana, CA 92705	(714) 796-8795 (714) 547-8674	Dave Connor DConner@ocde.us

# **ACCESS Administrative Areas**

\*Juvenile Court Institutions/Juvenile Court Schools Placement are made through the Juvenile Justice Department

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# **ACCESS Student Services**

DEPARTMENT/OFFICE	ADDRESS	CONTACT INFORMATION	STAFF CONTACT
Student Support Services and Special Education	1715 E. Wilshire Ave., Suite 706 Santa Ana, CA 92705	(714) 647-2596 (714) 796-8811 fax	Lynn Garrett LynnGarrett@ocde.us
Title I	1735 E. Wilshire Ave., Suites 801 & 802 Santa Ana, CA 92705	(714) 836-0301 (714) 836-1920 fax	Lisa Lanier LLanier@ocde.us
Assessment Center	1715 E. Wilshire Ave., Suite 706 Santa Ana, CA 92705	(714) 835-2776 (714) 835-3861 fax	Jane Doney JDoney@ocde.us
Attendance and Records	1669 E. Wilshire Ave., Suite 601 Santa Ana, CA 92705	(714) 547-9972 (714) 547-2344 fax	Sharon Lakin SLakin@ocde.us
Educational Programs and Services	1669 E. Wilshire Ave., Suite 608 Santa Ana, CA 92705	(714) 647-2593 (714) 957-0736 fax	Katy Ramezani <u>KRamezani@ocde.us</u>
District Partnerships and Operations	1669 E. Wilshire Ave., Suite 603 Santa Ana, CA 92705	(714) 245-6404 (714) 547-2344 fax	Dennis Cole DCole@ocde.us
Foster Youth Services Coordinating Program	OCDE/FYSCP, C/O OC SSA/CFS 800 N. Eckhoff Street, Bldg. 124 Orange, CA 92868	(714) 668-7830 (714) 662-8753 fax	Raina K. Lee <u>Rlee@ocde.us</u>

# Summary of Gaps in Education Services to Expelled Students and Strategies for Filling Those Gaps

Previously identified gaps have been examined and considerable improvement has been made through a collaborative process between the 27 Orange County School Districts and the Orange County Department of Education. The 27 School Districts in Orange County and the Orange County Department of Education have committed themselves to an ongoing process to resolve the remaining identified gaps.

# Service Gap 1: Expelled Students in Grades K-5

While there are several California Education Code sections that prohibit the expulsion of students in lower grades for various offenses, a student in grade K-3 can be expelled for commission of any of the other offenses. Specifically, Ed. Code section 48900(k) prohibits the expulsion of any student for disruption/defiance and Ed Code 48900.2 prohibits the expulsion of a student in K-3 for sexual harassment. Ed Code 48900.3 (hate violence) and 48900.4 (harassment, threats, or intimidation) pertain only to students in grades 4-12. As identified mainly by elementary school and smaller districts, students in grades K-5 who are expelled do not have as many educational options available as do expelled youth in grades 6-12. In some instances, it has been difficult to place elementary school students who are expelled, especially at the K-4 level. The number of community day schools at the elementary school grade level is very limited.

### Progress from 2018

A common practice for students expelled in grades K-5 is for the school district to suspend the expulsion order and refer the student to another school within the district. School districts also may collaborate with each other to facilitate enrollment of an expelled elementary school student into a school in a different school district, when appropriate. School districts continue to have the option of referring expelled students to Skyview Elementary and Middle School, an Orange County Department of Education ACCESS program serving grades K-8. Skyview is a community elementary/middle school program designed to meet the needs of all at-promise children and offers community support programs for both the students and their families.

### **Ongoing Strategies for Addressing This Gap**

Students in grades K-5 who are expelled, may be served through the following school district or Orange County Department of Education alternative education programs:

• Transfers within the home district which may include district community day school.

- Skyview Elementary and Middle School, located in the city of Orange, is operated by the OCDE ACCESS program and serves students in grades K-8.
- Students in grade 5, on a case-by-case basis, may be referred to other ACCESS school sites depending upon class composition at the time of referral.

The Orange County Department of Education continues to review the ongoing need for an elementary level regionalized community school program to serve elementary-aged students who may be expelled from their school district. Over the past five years, the number of expulsions for Orange County students in grades K-6, as reported to *DataQuest*, are as follows:

Year	К-3	4-6
2014-15	0	7
2015-16	0	7
2016-17	0	10
2017-18	0	9
2018-19	0	9

Orange County school districts continue to support one another and offer alternative placement options whenever possible, taking students who were expelled for non-mandatory expellable offenses especially in larger districts with community day school options or special classrooms on their sites. School districts are also expanding interventions through a Multi-Tiered System of Support framework with evidence-based programs such as Positive Behavior Intervention and Supports, Restorative Practice, Mindfulness Practice, Trauma-Informed Care Perspective and Resources, and Social and Emotional Learning resulting in reduction of expulsions at the elementary grade level. In addition, the tiered interventions and strategies of the Student Attendance Review Team (SART) and Student Attendance Review Board (SARB) processes are being implemented as preventative/early warning measures to reduce the number of suspensions and expulsion through a strength-based approach focusing on students' behavior (academic, attendance, social-emotional) challenges and family support.

### **Challenges to Addressing This Gap**

- The location of the Skyview Elementary and Middle School site in proximity to the district of residence may pose a challenge to student attendance.
- In order to attend Skyview or other schools in neighboring school districts, students may require transportation. However, neither the districts or ACCESS provide transportation

which is a challenge for some students to attend schools outside of the boundaries of the district of residence.

• The low number of elementary students in grades K-5 who need alternative placements due to expulsions continue to make it impractical and cost-inhibitive to sustain operation of multiple school sites and programs throughout the county.

# Service Gap 2: Limited Special Education Placements in ACCESS

The Orange County Department of Education is committed to expanded program options for students with exceptional needs that have been expelled from school district programs. As identified through communications with SELPA and District-Special Education Directors, programs for emotionally disturbed and dual diagnosis (Emotionally Disturbed and Developmentally Delayed) students have been developed in some school districts as well as the OCDE Special Schools program. In addition, ACCESS continues to evaluate its Special Education services to provide a continuum of placement options. When a student's unique needs cannot be accommodated through existing OCDE program alternatives, the district of residence will continue to facilitate placement to meet the unique needs of individual students through district and non-public agency/non-public school (NPS) placements.

### **Progress from 2018**

Orange County School Districts have continued to expand efforts to provide services to students within their attendance area reducing the need for referrals to ACCESS and the OCDE Special Schools program. The Orange County School Districts and OCDE will provide ongoing monitoring of the need for additional Special Education services for expelled students. The ACCESS program is prepared to respond to increased demands as conditions warrant in the future.

Programs for Students with intensive Mental Health needs:

• ACCESS has been able to expand the number of licensed mental health clinicians over the past several years. This has allowed for increased support during the school day while students are on campus. Continued expansion of programs for students with intensive mental health and behavioral needs is contingent upon the location of school sites that can accommodate such programs and sufficient enrollment to maintain such programs. Additional training in various behavior management strategies for both general education and special education teachers can support the increased needs of students being enrolled with mental health and behavioral needs.

## Programs to Expand Continued Services for Special Education Students:

• Expanding program options for special education students continue to be evaluated through OCDE, Orange County SELPA Directors and Orange County School Districts.

ACCESS will continue to utilize its Director of Student Services as well as Special Education Administrative Liaisons/Coordinators to facilitate participation in district IEP team meetings when a referral for an expelled student is made to ACCESS. In addition, ACCESS has continued to increase its special education staff including a focus to address the increased mental health needs for students with disabilities. ACCESS is able to provide intensive counseling services by licensed mental health professionals who have been trained in Trauma Informed Care and Restorative Practice. Small group therapy programs have also been developed to address issues that impact social functioning within the classroom and community, such as social skills, anger management and various coping skill strategies.

All ACCESS mental health clinicians will continue to receive training in the most current researchbased training in various therapeutic therapies to address the changing needs of our students.

## **Ongoing Strategies for Addressing This Gap**

School districts continue to create, expand, and have success with community day school programs for expelled students with special needs as an option to county operated and non-public school placements. ACCESS provides an inclusive educational setting with students mainstreamed into general educational programs. Placement at non-public schools (NPS) continues to be an option for school districts as well. In addition, districts are utilizing various flexible scheduling opportunities along with alternative education options to meet IEP goals, provide related services, and fulfill the requirements of the rehabilitation plan.

### **Challenges to Addressing This Gap**

• Establishing a regionalized program in an alternative school setting that can be operated and maintained based on an unpredictable number of student referrals as well as transportation barriers pose ongoing challenges. These challenges impact the sustainability of regionalized special education programs operated by OCDE. Although some school districts have expressed a need for a self-contained special day class (SDC) for students with emotional and/or behavior disorders, this has not been sustainable for OCDE due to the minimal number of students being referred. Challenges to addressing Service Gap #1 may also have been a contributing factor to the limited number of referrals for establishing such a program.

• One area of continued concern expressed by some school districts is the ability of the ACCESS program to provide a Free Appropriate Public Education (FAPE) given its inclusive practices and independent study model. Based on the smaller class sizes in ACCESS and the individualized instructional model through contracted learning, the structure of the school day differs from a traditional school schedule and often requires modification of the IEP.

• Another area of concern has been the combined programming of middle school and high school programs. There is a desire to provide separate classes/programs for middle school students to better address their unique developmental and social-emotional needs, however the low numbers of referrals/enrollment of middle school students make it difficult to maintain separate programs.

# Service Gap 3: Rehabilitation Failures

Based on a recent survey of Orange County School Districts, concerns about students failing to satisfy school district rehabilitation plans during the expulsion period were expressed in combination with general concerns about student transition as they reenter the district. On occasion, students do not meet the provisions of the expulsion rehabilitation plan and fall behind in their academic studies. In these cases, such students are at high risk of not completing their necessary credits and are at a higher risk of dropping out of school.

### Progress from 2018

Over the past three years, OCDE has continued discussions with the Orange County School Districts to identify systematic approaches to facilitate the regular transfer of the rehabilitation plan upon referral of an expelled student, as well as identify community resources available to support students in meeting their district rehabilitation plan requirements.

Regional Administrative Areas help to promote communication between the districts and the county community schools, and ACCESS directors, coordinators, principals and assistant principals attend county Student Services meetings to facilitate ongoing communication. In addition, the ACCESS Student Attendance Review Board (SARB) process has been coordinated more efficiently and ACCESS utilizes one of its staff members in truancy court to make sure students attend school and are connected to community resources.

### **Ongoing Strategies for Addressing This Gap**

Districts will be asked to provide ACCESS a copy of the rehabilitation plan when referring an expelled student. ACCESS staff will review the rehabilitation plan with the student and, as appropriate, the student's parents, and will assist the student in completing his/her plan requirements. Orange County School Districts and ACCESS have implemented the use of a supplemental referral form when students are referred to an ACCESS program. This form includes specific information about a student's needs as well as progress and action items needed to complete the rehabilitation plan requirements. School staff will continue to monitor student achievement toward rehabilitation plan requirements throughout the term of expulsion while educational services are provided by ACCESS or private agencies. For students struggling to meet rehabilitation plan requirements, the student consultation team process may be considered to provide additional support. Continued, two-way communication and collaboration with school

district personnel will continue to be a priority. Enhanced communication promotes student success and early intervention when students are not meeting the terms of the rehabilitation plan. In addition, communication is vital between the districts and ACCESS regarding the status of students who are returning to the district. When returning to the district, ACCESS staff will continue to use the Student Transition form to communicate information on student's completion of the rehabilitation plan.

Districts have expanded their programs and services to support expelled students by hiring additional staff and assigning specific duties to staff to monitor the completion of the student's rehabilitation plan and to communicate/collaborate with ACCESS and other programs. In addition, to meet the academic needs of the students and to ensure that they acquire the necessary credits to meet the graduation requirements, districts have expanded their instructional programs to include enhanced Summer School and after-school programs, district online instruction, and tutoring support for expelled students. Furthermore, upon re-entry to the district, students will continue to be closely monitored and supported by school staff through the creation of a behavior contract, needs assessment survey, and the opportunity for alternative placement at a different school site within the district.

OCDE will continue to explore with districts how to utilize and expand existing collaborations to ensure student success with completion of the rehabilitation plan. This includes the use of community non-profits and private programs to assist in carrying out individual student rehabilitation plans.

### **Challenges to Addressing This Gap**

- A challenge continues to be communication between the districts and ACCESS in ensuring that the district's rehabilitation plan is completed by the student. In some cases, districts do not directly share the student's rehabilitation plan with ACCESS in a timely manner or at all, thus leaving this task to parents and students to provide.
- There continues to be a need to identify additional intervention services for students to meet the specific requirements of their rehabilitation plans especially when involving mental health services.

# Service Gap 4: Mental Health Services

Orange County School Districts are seeing an increased need for mental health services and a shortage of affordable and accessible options for students.

### **Progress from 2018**

The Orange County Department of Education will continue to work to promote school and community partnerships and professional development to address the mental health needs of students. The development of Local Control Accountability Plans gives greater attention to the

mental health needs of students and the county office will assist districts as they strive to find ways to address the social emotional needs of their students and support the "whole child." This is one of OCDE's strategic initiatives articulated in its 2016 -2019 Strategic Plan. OCDE, which heads the California SUMS (Scale Up Multi-Tiered System of Support) initiative, continues to provide technical assistance to many Orange County School Districts in the areas of Academic, Behavioral, and Social and Emotional support. OCDE continues to share-out local resources through network meetings and listservs. The ACCESS program will continue to work with districts to identify and assist expelled students who have mental health needs and whose family needs resources to care for the whole child. To this end, ACCESS has a number of mental health clinicians. ACCESS will continue to provide more intensive counseling services by licensed mental health professionals who have been trained in **Trauma Informed Care** and Restorative Practice. In addition, ACCESS mental health clinicians are trained in **Trauma Focused Therapy**. The Orange County SELPAs, school districts and OCDE continue to assess any gaps resulting from changes in the funding structures to ensure the availability of appropriate mental health services for both general education and special education students expelled from school.

### **Ongoing Strategies for Addressing this Gap**

OCDE was awarded the **Mental Health Student Services Act** (**MHSSA**) **Grant** in partnership with OCHCA through August 31, 2024, with the purpose to strengthen mental health partnerships between county mental health or behavioral health departments, community-based organizations, and Orange County school districts in order to increase access to mental health services and remove barriers to better serve our students and families in their mental health needs. Expected outcomes related specifically to serving and supporting expelled students are as follow:

- Improve timely access to accessing services.
- Reduce barriers to needed services.
- Increase linkages to mental health services for districts.
- Increase training on mental health topics to educators, administrators, parents/families, and students.
- Improve awareness and understanding of mental health topics and knowledge of how to navigate services.
- Reduce negative student outcomes (e.g., chronic sadness, thoughts of suicide, suicide rates, chronic absenteeism, school failure, etc.).

To accomplish these goals as a Community of Practice, the grant provides funding for seven (7) Regional Mental Health Coordinators (RMHC).

To decrease the student to mental health staff ratio and increase students' access to services, districts have continued to hire more counselors, therapists, psychologists, social workers, clinicians/specialists, administrators/coordinators and increase the number of partnerships with

#### EXHIBIT #14

community agencies to expand student access to mental health services, crisis response services, and special education services. Some districts have shifted the duties and responsibilities of existing staff to include mental health support services and community coordination/partnerships for mental health services for students. Districts have placed particular focus on at-promise students, low socio-economic students, Homeless and Foster Youth, LGBTQIA students, and students with irregular school attendance.

Furthermore, districts have participated in Trauma-Informed Care and Education, Trauma Focused Therapy, Social-Emotional Learning (SEL) competencies and Diversity, Equity, and Inclusion (DEI) trainings provided by OCDE in addition to contracting with community agencies to provide similar training to counselors and teacher/staff training within the district. OCDE and Orange County school districts will continue to collaborate about the districts' needs for additional student mental health training and technical assistance with implementing behavior supports and strategies. To implement Positive Behavior Intervention and Supports (PBIS) strategies schoolwide, some districts have established School Climate Lead Teachers and Teams at each school site to enhance the collaboration and coordination of the multi-tiered framework of support.

### **Challenges to Addressing This Gap**

• The distribution of community mental health resources and services, specifically mentorship services, are not equitably dispersed or available throughout the communities within the Orange County school districts.

# COUNTYWIDE BEHAVIOR INTERVENTIONS AND BEST PRACTICES TO PREVENT SUSPENSIONS AND EXPULSIONS

Orange County schools seek to minimize the number of expulsions by establishing prevention and early intervention practices. School districts pursue a variety of strategies in an effort to educate students and establish a safe and caring climate to prevent student misconduct. When warranted, disciplinary measures are implemented consistent with district policies and procedures to ensure fair and consistent disciplinary measures. These efforts will continue to prevent any disproportionate representation of minority students recommended for expulsion.

Expulsions occur when student and campus safety is threatened or when other means of correction have not been successful. Districts engage in a number of preventive and proactive strategies including but not limited to the following:

- Adult Mentoring of Students
- After School Programs
- After-school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.
- Alternate Suspension Classrooms (ATS)
- Annual Notice of Parent Rights and Responsibilities
- Anti-bullying Programs
- Any of the alternatives described in Section 48900.6 related to community service
- Automated Telephone Notifications
- Behavior Skills Group
- Character Counts
- Check-in, Check-out
- Classroom Management training for administrators and teachers
- Community Partnership
- Conferences between school personnel, the pupil's parent or guardian, and the pupil.
- Conflict Mediators/Conflict Resolution Services
- Coordinated Approach to Children's Health (CATCH)
- Crisis Response Network (CRN)
- Enrollment in programs for teaching prosocial behavior or anger management
- Every 15 Minute Program
- Friday Night Live
- Gang Resistance Intervention Partnership (GRIP)
- Grad Night Activities
- Homework Clubs
- In-school Suspensions
- Intervention Counseling (Substance Abuse Counseling)
- Juvenile Alcohol and Drug Education (JADE), PRYDE Program, Outreach Concern, Straight Talk, Western Youth Services and Other Community Counseling Partnerships

#### EXHIBIT #14

- Kindness Assemblies
- Link Crew
- Mindfulness practice/implementation of Mindful Mondays
- Multi-Tiered System of Support Framework (MTSS Continuum of Support)
- National Council on Alcoholism & Drug Dependence (NCADD) Vape Prevention Program
- Online Classes and Credit Recovery Opportunities
- Other Means of Correction (OMC) and early intervention training for administrators and teachers
- Parent Meetings and Information Nights
- Peace Week (Anti-bullying week)
- Peer Assistance League (PAL)
- Peer Court
- Positive Behavior Intervention and Supports
- Random Acts of Kindness
- Red Ribbon Week
- Referrals for comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program, or a plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)).
- Referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling.
- Restorative Practices
- Safety Committee
- Saturday School
- Say Something Anonymous Reporting System
- School-based Trauma-Informed Care Perspective and Resources training for school personnel
- School Attendance Review Board (SARB)
- School counseling website with online counseling for self- and peer-referral services
- School Signs and Notices

- Sheriff's Explorer Program
- Social Emotional Learning (SEL) Curriculum vetted CASEL such as Second Step and Sanford Harmony
- Stanford Tobacco Prevention Toolkit
- Student Behavior Contracts
- Student Clubs and Organizations
- Student Safety Plans
- Study teams, guidance teams, resource panel teams, or other intervention-related teams that assess the behavior, and develop and implement individualized plans to address the behavior in partnership with the pupil and his or her parents
- Successful Mind for School, Work, and Life
- Tutoring
- Violence Prevention Curricula
- Violence Prevention Education Services
- Volunteer Drug Testing

## Additional proactive and preventative strategies to address student disciplinary incidences in light of Distance and Hybrid Learning:

- Care and Support Hotlines to share need-based district and community resources
- Distance Learning for credit recovery for students to meet the academic objectives of the Rehabilitation Plan
- District virtual calming rooms with multifaceted approaches to reduce stress, improve mood, and assist with academic functioning by addressing social emotional barriers
- Online Needs Surveys for staff, students and families
- Teletherapy or phone sessions for social-emotional support and stress reduction for students
- Virtual small group counseling sessions for students

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
From: Prepared by:	Tim Brooks, Associate Superintendent, Human Resource Services Riki Belshe, ATAP
Date:	March 17, 2021
Board Item:	Memorandum of Understanding with Concordia University Irvine

### **HISTORY**

Historically, the District has partnered with universities to allow students enrolled in courses to earn their Pupil Personnel Services (PPS) School Counseling credential to be paired with a veteran District School Counselor as their supervisor. The supervisor supports the university student as each completes practicum/fieldwork hours required to earth their credential or certification.

### **BACKGROUND INFORMATION**

In order to recruit the best new school counselors, the District partners with multiple universities to support students as they complete their program requirements.

### **CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the Memorandum of Understanding with Concordia University Irvine. This agreement will allow Concordia University Irvine students to complete PPS School Counseling credential practicum and fieldwork hours at District school sites.

## FINANCIAL IMPLICATIONS

There is no fiscal impact.

### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the Memorandum of Understanding with Concordia University Irvine.

### PREPARED BY: Riki Belshe, TOSA/TAP

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

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Concordia University Irvine School of Education SCHOOL COUNSELOR STUDENT PRACTICUM/FIELDWORK AGREEMENT Capistrano Unified School District January 20, 2021

### MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into as of the execution of the Agreement by both parties by and between <u>Capistrano Unified School District</u> ("District") located in <u>San Juan</u> <u>Capistrano, California</u>, and <u>Concordia University Irvine</u> ("University") a non-profit religious corporation located in <u>Irvine, California</u>.

## WITTNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

**WHEREAS,** any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

**WHEREAS**, the University operates fully accredited educational programs for its students; and

**WHEREAS**, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's students at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

## GENERAL TERMS AND CONDITIONS

1. Term. The term of this agreement shall commence on March 18, 2021 and terminate on June 30, 2024.

2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, students who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the K-12 setting at any time.

# 3. Insurance.

a. University shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section upon request of District.

b. District shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at District at all times during the course of this Agreement. District shall provide certificates evidencing all coverage referred to in this section upon request of University.

4. **Employment Status of Students.** Except in the specific situations described below, University students shall not be considered to be employees of the District.

a. <u>Students Participating in Unpaid K-12 Educational Field Experience not at Student's</u> <u>Place of Employment</u>: If the students are participating in an unpaid K-12 educational field experience not at the student's place of employment, it is understood that the University's students are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's students do not thereby become employees of the District by virtue of their field experience.

b. <u>Students Participating in Unpaid K-12 Educational Field Experience at Student's Place</u> of Employment: If the students are participating in an unpaid internship or field experience at the student's place of employment, it is understood by the University and the District that the field experience and work duties of the students shall be kept strictly separate.

c. <u>Students Participating in Paid K-12 Educational Field Experience</u>: If the students are provided with a nominal payment from the District intended to reimburse them for estimated

expenses related to their field experience, the students do not thereby become employees of the District. If, however, the students are paid wages by the District for their service, then they become employees of the District, and the District is responsible for all employee obligations.

# 5. Confidentiality.

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the student records of the University's students except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

6. **Non-Discrimination.** Neither party shall unlawfully discriminate against any student on the basis of disability, age, race, color, gender, gender identity, sexual orientation, national and ethnic origin, or any other protected class in administration of the programs subject to this agreement.

7. **Transportation of Students.** Neither the University nor the District will provide transportation for students between the University and the District school. Each student shall be responsible for his or her transportation.

8. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the

University's students while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the University within the prescribed framework.

**9. Indemnification.** Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

## 10. Scope of Work.

## SCHOOL COUNSELING PRACTICUM

"Practicum" as used herein refers to the hours that a student, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor.

For School Counseling students, it is the expectation that students are required to meet oneon-one with a client for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, students should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

The University will ensure students who participate in practicum have met the requirements of a valid CTC document, which includes a fingerprint and background check. Students will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the students' confidence as a professional counselor. Settings for School Counselors should build basic counseling skills which include body language, listening, and development of trust with clients.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the students' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

### SCHOOL COUNSELING FIELDWORK

"Fieldwork" as used herein refers to the hours that a student, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and implementing the student's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned students. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Counseling site supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District shall (a) provide the physical facilities necessary to conduct the fieldwork; (b) provide assigned students, whenever possible, with the use of library facilities, reasonable study and storage space (c) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (d) permit inspection by the University of the facilities, services available for learning experiences and other items pertaining to the fieldwork; (e) determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; (f) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply; and (g) make efforts to assist student in meeting course objectives.

The University will provide a valid and reliable assessment that the District will use to assess the student's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each student's fieldwork. Notice will be provided to the

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University, as soon as practical and at least by mid-term of a student's fieldwork, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the student's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the students' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned students regarding appropriate health and professional liability insurance. All students will be covered by the University's group professional liability insurance as required by the terms of this agreement. The University agrees to require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

## **SCHOOL COUNSELING INTERN**

The Intern School Counselor is approved to assume the functions authorized by the Pupil Personnel Services School Counseling Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure students in the Intern Program hold a Baccalaureate degree or

higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a student's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor to supervise the Intern student. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences and other items pertaining to the Internship; and (e) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor does not displace other certificated Pupil Personnel Services employees in the District.

### 11. General Provisions.

a. <u>Entire Agreement; Amendment</u>. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.

b. <u>Assignment.</u> University shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of District. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

c. <u>Governing Law</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

d. <u>Severability</u>. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

e. <u>Waiver</u>. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

f. <u>Execution</u>. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

The following signatures hereby indicate approval of this agreement:

Concordia University Irvine	<u>DISTRICT</u>
By:	Signature:
Name:Rev. Dr. Scott AshmonTitle:Senior Vice President and ProvostDate:	Printed Name: <u>Tim Brooks</u>
	Title: Associate Superintendent, Human Resource Services
	Date:

Concordia University Irvine Attn: Dr. Charlie Rodrigues 1530 Concordia West Irvine, CA 92612 Copy to: General Counsel (<u>ronald.vanblarcom@cui.edu</u>) MOU Coordinator (<u>charlie.rodrigues@cui.edu</u>) Capistrano Unified School District Attn: Human Resource Services 33122 Valle Road San Juan Capistrano, CA 92675 Copy to: rlbelshe@capousd.org

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
From: Prepared by:	Tim Brooks, Associate Superintendent, Human Resource Services Rich Montgomery, Assistant Superintendent, Human Resource Services, Grades 6-12, K-8, Alternative Education
Date:	March 17, 2021
Board Item:	Orange County Department of Education Second Quarter Report – Williams Settlement Legislation

## 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) Second Quarter Report.

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EXHIBIT #16

## FINANCIAL IMPLICATIONS

There is no fiscal impact.

# DATA

During the second 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) Second 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



DATE: January 29, 2021

TO: Kirsten M. Vital, Superintendent, 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

# **FROM:** Nicole Savio Newfield, Administrator, Student Achievement and Wellness

**SUBJECT:** Williams Settlement Legislation 2<sup>nd</sup> Quarter Report

I am pleased to provide the second 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 October, November, and December 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.

#### SECOND QUARTER REPORT

#### **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 first quarter.
- No complaints were filed in your district during the period of July through September 2020.

#### **Upcoming Quarter**

- Instructional Material Reviews (if schools resume in-person instruction)
- School Accountability Report Card (SARC) review
- Uniform Complaint Procedure reporting

If you have any questions regarding this report, please contact me at (714) 966-4385 or 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.

#### ORANGE COUNTY BOARD OF EDUCATION NSN:ag

MARI BARKE

REBECCA "BECKIE" GOMEZ

TIM SHAW

LISA SPARKS, PH.D.

KEN L. WILLIAMS, D.O.

c: Al Mijares, Ph.D., County Superintendent of Schools Rich Montgomery, Assistant Superintendent, Human Resource Services

4385121120

# EXHIBIT #16

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### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: March 17, 2021

Board Item: Consider and Approve Job Descriptions

### **HISTORY**

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

#### **BACKGROUND INFORMATION**

To support the Board and Superintendent's goal of:

1. Restructure of Education and Support Services Department to align the organizational structure and all available resources to increase departmental efficiency and enhance support to all students through the Multi-tiered System of Supports framework.

The new positions that are recommended for approval reflect support for both general and special education, focus on the District's most high leverage work, and support for Board and community priorities, such as social emotional learning, cultural proficiency, STEM (Science, Technology, Engineering, and Mathematics), and COVID mitigation.

With the projection of a structural deficit for CUSD due to the state's formula for public school funding, a Resolution was passed at the March 3, 2021 Special Board Meeting, reducing or eliminating particular kinds of services performed by Certificated employees. This Resolution included a reduction in District office positions. With fewer positions, the new job descriptions were created to most efficiently support the vision of "one system of support for all students" focused on the District's most high leverage work outlined above.

The open positions will be posted on EdJoin in an effort to retain employees and meet District staffing needs for the 2021-2022 school year. The open positions will follow the District's normal recruiting process in a timely manner. There is no financial impact to the approval of these management job descriptions, as they are funded through a cost savings from Board approved reductions on March 3, 2021.

Page 1 of 2

### **CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of job descriptions for the Associate Superintendent, Education and Support Services; Assistant Superintendent, Curriculum and Instruction, Education and Support Services; Executive Director, Curriculum and Instruction, General and Special Education, PK-5; Executive Director, Curriculum and Instruction, General and Special Education, 6-12, Adult Transition Program; Director II, Cultural Proficiency, Equity, Access and Social Emotional Learning; Director II, Early Childhood General Education and Special Education Programs; Coordinator I, Science, Technology, Engineering, & Math (STEM); and Administrator on Special Assignment, COVID-19, Health & Safety, and Student Wellness.

### **FINANCIAL IMPLICATIONS**

There is no financial impact.

### **STAFF RECOMMENDATION**

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

- Associate Superintendent, Education and Support Services
- Assistant Superintendent, Curriculum and Instruction, Education and Support Services
- Executive Director, Curriculum and Instruction, General and Special Education, PK-5
- Executive Director, Curriculum and Instruction, General and Special Education, 6-12, Adult Transition Program
- Director II, Cultural Proficiency, Equity, Access and Social Emotional Learning
- Director II, Early Childhood General Education and Special Education Programs
- Coordinator I, Science, Technology, Engineering, & Math (STEM)
- Administrator on Special Assignment, COVID-19, Health & Safety, and Student Wellness

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

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#### CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

### ADMINISTRATOR ON SPECIAL ASSIGNMENT, COVID-19, HEALTH & SAFETY, AND STUDENT WELLNESS

### **DEFINITION**

Under the direction of the Associate Superintendent, Education and Support Services, supports the educational programs of the District by performing a wide variety of specialized and responsible tasks including the development and maintenance of a comprehensive COVID-19 response plan for all District sites, students, and employees, ensuring consistent messaging. Provide direction and develop systems and practices to disseminate information directly to staff via email, memo and other direct means of communication while adhering to all applicable confidentiality requirements, and identify and control to the maximum extent possible the risk of loss, damage, or injury to people, property and revenue by identifying COVID-19 related risk, evaluating risk probability and magnitude, and recommending policies, procedures and practices to mitigate risk and liability.

#### **EXAMPLES OF DUTIES**

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

- 1. Manage the creation, changes and oversight for COVID-19 related sections of the District Safety Programs and other District processes and procedures.
- 2. Create, manage and revise the District's emergency plans as they relate to COVID-19 items, including all procedures related to emergency preparedness plans, establishment of operation centers and District trainings as a result of, and during, COVID-19.
- 3. Coordinate with city, county, state and federal resources, in the areas of COVID-19 related health and public safety.
- 4. Maintain effective communication and relationships with local law enforcement and local fire departments.
- 5. Conduct regular inspections of school sites and District offices for ensuring emergency supplies, and to perform threat assessments, safety checks, and assessment of any other hazardous conditions as a result of COVID-19.
- 6. Provide feedback to District Administrative team.
- 7. Work in collaboration with the Communications Department, District partners and liaisons, coordinate communications and foster partnerships with local emergency preparedness organizations and first responders to plan crisis management and emergency preparedness plans during COVID-19.
- 8. Assist in creating and communicating COVID-19 related risk management programs, policies, procedures to District employees and the community.
- 9. Update, coordinate and monitor the District's COVID-19 Prevention Plan.
- 10. Assume overall responsibility for ADA (Americans with Disabilities) assessment, monitoring and compliance throughout the District pertaining to COVID-19.
- 11. Interact with various departments to respond to inquiries, changes in Federal/State laws and complaints.
- 12. Make site inspections where COVID-19 related complaints/problems (including Grievances and Williams complaints) have been submitted.
- 13. Draft responses to complaints and perform follow-up visits.

- 14. Assist in analysis of all claims and litigation relating to COVID-19 related workers' compensation and related claims for property and liability.
- 15. Assist in creating and coordinating training for staff on matters concerning COVID-19 related practices and procedures.
- 16. Prepare and maintain manuals, procedures, reports and files related to COVID-19.
- 17. Assist in preparing and issuing COVID-19 related reports to District administration and county, state, and federal agencies as required.
- 18. Assist in ensuring compliance with various local, state, and/or federal regulations regarding COVID -19 management functions.
- 19. Provide any information necessary to the County Public Health Department for them to conduct testing and contact tracing per their protocols.
- 20. Communicate with appropriate staff when a student and/or staff member is cleared to return to work after being exposed to COVID-19.
- 21. Work with District Nurses and Fiscal Services about communicating to staff plans and procedures for maintaining stock of PPE.
- 22. Facilitate the coordination of any COVID-19 related plans with other District safety, emergency, and instructional plans.
- 23. Ensure consistent messaging District-wide, including communications, notifications, processes, procedures and guidelines pertaining to the safety of student, staff, and visitors.
- 24. Oversee District nurses.

### **QUALIFICATIONS**

**Knowledge of:** Risk management principles, particularly as they apply to natural and manufactured crises, and/or pandemics; District policies, procedures, Memorandums of Understanding (MOUs) and collective bargaining; contracts relating to risk management issues, specifically pandemic related issues; COVID-19 guidelines issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH) and the California Department of Education (CDE); Federal, state, county, safety programs; Administration for a California school district; Americans with Disabilities (ADA) laws and compliance/knowledge of Workers' Compensation; computer operating systems and software including the Microsoft Office suite and Google applications.

Ability to: Read, learn and interpret and apply complex federal, state and District regulations; communicate effectively both verbally and in writing with all levels of District staff and the community; work independently, with minimal direction, and make decisions within the framework of established guidelines; work effectively and cooperatively with all levels of District staff, vendors, outside contractors/consultants and the community; analyze and resolve problem situations with tact and diplomacy and take effective courses of action; establish and maintain records and maintain confidentiality of privileged information obtained in the course of work; maintain consistent, punctual and regular attendance; maintain and verify accuracy and completeness of records; meet schedules and deadlines; plan and organize work; provide work direction to others as assigned; provide staff development as assigned; make appropriate recommendations to staff regarding safety protocols and procedures; wear and use protective equipment; make verbal and written reports to District personnel; follow through with directives; comply with the District's customer service standards, as outlined in Board Policy.

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

**Experience:** At least one year of public health/safety or a related field. At least one year of experience in communication, planning and report writing.

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

### CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

### ASSISTANT SUPERINTENDENT, CURRICULUM AND INSTRUCTION, EDUCATION AND SUPPORT SERVICES

#### **DEFINITION**

Under the direction of the Associate Superintendent, Education and Support Services, the Assistant Superintendent, Curriculum and Instruction, Education and Support Services, supports the educational programs and the Multi-tiered System of Supports (MTSS) programs of the District, by serving as a member of the Superintendent's cabinet, providing leadership and assuming management responsibility to facilitate implementation of the mission, vision, values and goals in accordance with the balanced fundamental principles of a professional learning community.

### **EXAMPLES OF DUTIES**

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

- 1. Develop, plan, collaborate, implement, direct and evaluate curriculum and instruction, health services, counseling programs, college and career planning structures and co-curricular and athletic programs, instructional goals and processes, designed to meet the unique needs of students and community in compliance with state and federal laws and regulations, Board policies, and collective bargaining agreements.
- 2. Develop, implement and, when necessary, update General and Special Education instructional policies and procedures and administrative regulations ensuring compliance with state and federal laws and regulations and collective bargaining agreements.
- 3. Assist the educational community in understanding the District, state and federal goals, District objectives, programs, support services for students, philosophy, and policies and the strategies utilized for achieving them. Expand public awareness and outreach to broaden support of public schools.
- 4. Develop a system that regularly reviews and monitors policies, procedures, and practices to ensure all operational systems and academic endeavors are continuously aligned and improved.
- 5. Present to the Board of Trustees, Superintendent and/or cabinet regarding educational related activities.
- 6. Establish a results-based culture through the continuous collection, examination and use of data to develop long and short-range plans to improve systems and processes.
- 7. Serve as an advisor to the Superintendent and Associate Superintendent on matters related to educational programs.
- 8. Provide support to the Associate Superintendent with one-time, long-term or on-going special projects as needed.
- 9. Develop a sound departmental fiscal management system to ensure resources are aligned to educational goals and objectives, including alignment and integration of categorical funds.
- 10. Promote alignment and continuity of systems and processes and identify and encourage leadership potential.
- 11. Evaluate, supervise and counsel members of staff to improve employee performance ensuring staff adheres to District, state, and federal educational and professional standards.
- 12. Prepare and maintain a variety of reports, records and files related to assigned activities and personnel.

#### EXHIBIT #17 - REVISED

- 13. Attend professional learning and conference opportunities regarding District business and other topics relevant to this position, and other professional meetings.
- 14. Plan, develop, and implement a system of social emotional support for students by delegating responsibilities to direct reports credentialed in these areas, with support and accountability.
- 15. Develop and implement proactive measures to build positive relationships with parents and minimize due process activity.
- 16. Assist the educational community in understanding District, state and federal goals and objectives, and the strategies utilized for achieving them. Expand public awareness and outreach to broaden support of public schools and special education.
- 17. Establish a results-based culture through continuous collection, examination, and use of data to develop long and short-range plans to improve instructional processes providing assistance to school sites with on-going monitoring and analysis.
- 18. Direct, supervise, observe, assess, and evaluate personnel performance ensuring all levels of staff adheres to District, state, and federal educational professional standards.
- 19. Support the Superintendent and/or the Board of Education in the charter petitioning and renewal/ non-renewal process.
- 20. Broker relationships between charter schools and District departments that meet the financial needs of the District and meet the service needs of the charter schools.
- 21. Manage all regulatory and compliance aspects of quality charter schools, and support their continued operation.

### **OUALIFICATIONS**

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

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

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

#### EXHIBIT #17 - REVISED

**Experience:** Eight years of progressively responsible management experience in public education including five years of successful teaching experience, and three years Principal or District level administrator experience.

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

# ASSOCIATE SUPERINTENDENT EDUCATION AND SUPPORT SERVICES

### **DEFINITION**

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

#### **EXAMPLES OF DUTIES**

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

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

#### EXHIBIT #17 - REVISED

- 15. Attend professional learning and conference opportunities regarding District business and other topics relevant to this position, and other professional meetings.
- 16. Oversee litigation and compliance complaints for students with disabilities under the Individuals with Disabilities Act (IDEA) and consult with American Disabilities Act (ADA) and Section 504 litigation.
- 17. Collaborate with the Special Education Local Plan Areas (SELPA) Governance Council in the development and modification of legislation and participate in Due Process Hearings, Mediations and Resolution Session conferences, and attend Individual Education Plan (IEP) meetings as needed.
- 18. Provide guidance for all student placements outside of the District and/or in other restrictive settings; oversee all nonpublic school and nonpublic agency placement, invoicing, payments and services rendered from these sources.
- 19. Develop and implement proactive measures to build positive relationships with parents and minimize due process activity.
- 20. Collaborate with other school districts in developing programs to avoid costly duplication of special education services.

# **OUALIFICATIONS**

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

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

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

**Experience:** Eight years of progressively responsible management experience in public education including five years of successful teaching experience, and three years Principal experience.

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

### COORDINATOR I: SCIENCE, TECHNOLOGY, ENGINEERING, & MATH (STEM)

#### **DEFINITION**

Under the direction of Assistant Superintendent, Curriculum and Instruction, Education and Support Services, supports the educational programs of the District by planning, implementing, supervising, coordinating and evaluating mathematics, science, engineering, technology, and content literacy instruction; understands and supports implementation of California State Standards and frameworks for all grade levels.

#### **EXAMPLES OF DUTIES**

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

- 1. Coordinate with principals and teaching staff to effect horizontal and vertical continuity and articulation of mathematics, science, engineering and content literacy instruction throughout the District. Understand and support implementation of CA Common Core State Standards, Next Generation Science Standards and frameworks for all grade levels.
- 2. Coordinate a comprehensive approach to STEM teaching and learning across all grade levels.
- 3. Coordinate with Education Technology department to integrate technology into science and mathematics curriculum.
- 4. Assist in the development, implementation, and evaluation of curriculum and the instructional program.
- 5. Remain current with developments and trends in curriculum and instruction and provide leadership in determining program direction and improvement to curriculum and instruction.
- 6. Know and understand current research, pedagogies and their implications for program development.
- 7. Identify staff to provide leadership in new initiatives.
- 8. Serve as liaison and participate with curriculum leaders at the local, county, state, and/or national level.
- 9. Interpret District programs to the Board of Education, administration, staff, and general public.
- 10. Assist in the collection and interpretation of student data.
- 11. Assist in the use of data to inform the instructional program.
- 12. Coordinate Elementary Science materials and resources.
- 13. Coordinate K12 mathematics and science instruction.
- 14. Coordinate K12 instruction that promotes engineering as integrated in science and mathematics.
- 15. Coordinate K12 mathematics and science Instructional Materials Adoption.
- 16. Coordinate Math District wide progress monitoring and assessments.
- 17. Coordinate Math student placement and communication to sites, teachers, and parents/guardians.
- 18. Coordinate site level leads for math and science professional learning and supports.
- 19. Coordinate secondary department chair math and science professional learning and supports.
- 20. Lead trainings with staff.

21. Coordinate mathematics and science professional learning.

### **QUALIFICATIONS**

**Knowledge of:** Comprehensive knowledge and experience with effective presentation strategies; knowledge of state and federal laws, regulations, and compliance requirements governing special education programs in California; and state funding allocation methods.

Ability to: Communicate and collaborate effectively with diverse groups and audiences; promote flexibility and resiliency through thinking critically and effectively; model the core values of integrity, trust collaboration, empowerment and learning; communicate orally and in writing sufficient to express ideas, thoughts, and instructions clearly; ability to collaborate with other agencies regarding planning and implementing effective special education programs, including staff and parent training, within established budget constraints; analyze complex situations and prepare response alternative for consideration by decision making groups; comply with the District's customer service standards, as outlined in Board Policy.

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

**Experience:** Five years of successful teaching experience.

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

# DIRECTOR II, CULTURAL PROFICIENCY, EQUITY, ACCESS, AND SOCIAL EMOTIONAL LEARNING

### **DEFINITION**

Under direction of the Assistant Superintendent, Curriculum and Instruction, Education and Support Services, supports the educational programs of the District by providing all District Counselors support and guidance; serves as a resource to all District stakeholders pertaining to intervention and data systems, positive behavior strategies, welfare and attendance, student engagement, improve equity and access to District programs and improve options for all students in the Multi-tiered System of Supports programs of the District, and other related functions as required. Provide leadership in the on-going focus on diversity, equity and inclusion; identify, develop, implement, and evaluate provisions of professional development, resources pertaining to curriculum, assessment and instructional programs in the District. Assist the Assistant Superintendent in working with the Board, administrative team, staff, parents, community groups, and professional organizations. Implement and maintain excellent educational programs to fulfill the mission and vision of the District.

## **EXAMPLES OF DUTIES**

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

- 1. Define policy issues that relate to equity and access for a diverse range of students and serve as a post-secondary and community resource on matters related to educational and community partnership engagement.
- 2. Develop and carry out long and short-term strategic plans, programs and activities to support the implementation of post-secondary and community activities to improve student achievement and to prepare career ready graduates.
- 3. Strategize, organize, and direct a variety of student and staff support programs, projects and activities related to the overall functioning and management of educational and community partnership engagement activities that ensures equal access to District resources for all students.
- 4. Coordinate mentoring and support during and following crisis intervention.
- 5. Address the needs of high risk students through appropriate resources.
- 6. Serve as the District Liaison and Coordinator of Foster Youth Services.
- 7. Coordinate the development, implementation, and evaluation of the District-wide counseling plan addressing social emotional, behavioral, career and vocational counseling through individual and group counseling, guidance functions, and activities.
- 8. Assist in the design and implementation of District-wide Social-Emotional and Behavioral Multi-Tiered System of Supports (MTSS) intervention support frameworks.
- 9. Clearly communicate, inform, and assist administrators, teachers, staff, District personnel and families in their understanding of MTSS.
- 10. Coordinate and implement a District-wide student school counseling program calendar which addresses professional learning needs for counselors, teachers, staff, and administrators.

- 11. Lead professional development opportunities regarding data meetings, and the collection and focused use of screening, referral, diagnostic and progress monitoring data.
- 12. Collaborate with counselors in the preparation of agendas for grade cohort and District-wide counselor meetings.
- 13. Coordinate development of systematic District-wide counseling processes, procedures and documents.
- 14. Serve as a liaison with community agencies that provide counseling services to students, whether in, on, or off campus settings.
- 15. Coordinate the development and maintenance of District-wide counseling handbook.
- 16. Serve as a resource in the development and monitoring and professional development of SST and 504 plan processes, and School Attendance Review Board (SARB) meetings.
- 17. Provide family education activities as needed.
- 18. Assess the current state of SEL and Educational Equity in the District in order to develop an assets based multi-year systemic SEL and Educational Equity plan that includes short term and long term goals, benchmarks, support, assessments, and monitoring for accountability and efficiency.
- 19. Assists with creating a sustained focus on further developing cultural competency within the District to increase awareness and understanding of varying cultural identities, norms, and uniqueness among students and their families.
- 20. Organizes the management of programs and a system of resource alignment to assist District in providing culturally relevant and responsive intervention, prevention, and student support which integrates special and general education services including, but not limited to, Social Emotional Learning (SEL), Positive Behavior and Intervention Systems (PBIS), Restorative Justice, Trauma Informed Practices, intervention, prevention, and student support services.
- 21. Prepare reports and presentations reflecting the strengths and opportunities of the District's curriculum by area and grade and formulate recommendations for alterations or additions to the curriculum with specific focus on the impact SEL and Educational Equity has on student achievement and graduation rates.
- 22. Embed and promote SEL with the explicit goal of advancing educational equity across all education and youth development systems and structures, including but not limited to: vision statements, strategic plans, budgetary decisions, staffing, professional learning, school-wide policies, curricular adoption criteria, instructional practices, and instructional quality assessments.
- 23. Collaborate with other District departments and other local and national SEL and Educational Equity Directors to develop and achieve the goals and objectives of the District.
- 24. Lead the Cultural Proficiency Task Force to take a systems approach to promoting student academic, social, and emotional learning, physical well-being, and college/ career/ civic readiness for all students.
- 25. Assist in the formulation of a diversity, equity and inclusion philosophy and objectives for the instructional program
- 26. Keep abreast of developments in curriculum, instructional practices and resources and determine their appropriateness for inclusion in the District's educational program
- 27. Regularly collect and analyze data on parent and student perception of safety and evaluate Districtwide programs and policies related to student attendance, bullying, and student misconduct and use evidence to guide decision-making while aiming to enhance the quality of student SEL and Educational Equity opportunities.

**REVISED** 

- 28. Ensure all students have opportunities to build SEL skills and receive an assets-based educational experience that is personalized, culturally relevant, and responsive. Use practices that build on the existing strengths of students, educators, families, and communities.
- 29. Build the capacity of both students and adults through an intentional focus on relationship-centered learning environments and by offering research-based learning experiences that cultivate core social and emotional competencies.
- 30. Maximize the resources of the entire school community, including expanded learning opportunities, early learning and care programs, and family and community partnerships to advance SEL, Cultural Proficiency, and student well-being.
- 31. Consult with principals and staff concerning the needs of students and implementation of Positive Behavior Intervention System (PBIS). Review disaggregated District-level student performance data to assist administrators and staff in setting measurable, outcome-focused goals and designing interventions to drive instructional decisions
- 32. Collaborate with administrators, staff, and external agencies/organizations to coordinate activities and programs, resolve issues, exchange information, and participate in community events and activities as necessary.
- 33. Attend Board meetings; prepare and present reports to the Board as requested by the Superintendent; interpret the impact of proposals as necessary.
- 34. Design, develop, coordinate, and conduct District-wide trainings related to equity and culturally relevant strategies for staff, parents, and community members and evaluates the effectiveness of trainings provided.
- 35. Research and provide Cultural Proficiency and SEL education, technical expertise, and trainings for staff, parents, and the community.
- 36. Demonstrate cultural competence and sensitivity with diverse groups.
- 37. Promote District participation in the design and development of a comprehensive system of transformational programs to meet student needs; develops and facilitates system-level learning and support as part of a continuous improvement process to ensure equity and access through the Local Control Accountability Plan (LCAP).
- 38. Coordinate and support the District's AVID and Gifted and Talented Education (GATE) programs
- 39. Research overall and individual course taking patterns, student course placement, achievement patterns and others.
- 40. Strategize and implement best practices in relation to maximizing student graduation and student options after graduation, for general student population and individual student situations.
- 41. Research, identify, lead, and deliver solutions and decisions that are effective and accurate; implement best practices related to purposeful assessment, planning and effective targeted instruction that will transform secondary education.
- 42. Display advanced expertise in handling complex educational community- related issues; advocate and provide leadership so educational and community partnerships become visible in schools.
- 43. Communicate and collaborate with post-secondary stakeholders to enhance civic engagement opportunities, and connect the intellectual, human and cultural assets of post-secondary institutions to the District.
- 44. Serve as liaison between the District, community and post-secondary institutions; represent the District at various meetings and community related functions, and on District-wide committees and

#### EXHIBIT #17 - REVISED

task forces; establish collaborative relationships with families and the community by encouraging and welcoming valuable contributions.

- 45. Develop efficient and effective systems of data collection, organization, and evaluation including feedback loops that provide information to appropriate individuals.
- 46. Assist principals in the development of specific plans to meet identified school targets in Cultural Proficiency and Social Emotional Learning; assist in determining and acquiring support services.
- 47. Supervise, evaluate the performance of, and provide clear expectations and regularly support professional growth of assigned personnel; provide constructive feedback to improve staff effectiveness.

# **QUALIFICATIONS**

**Knowledge of:** Principles, methods, techniques, strategies, and trends in educational, social, and emotional adjustment counseling; applicable and appropriate aptitude, interest, and achievement appraisal instruments, techniques, and procedures; social and youth service agencies in the local area; social, emotional, behavioral and developmental characteristics of students; program evaluation and research techniques, strategies, and procedures; adult learning theory; understanding of MTSS, SST, 504 Plan, SARB, suspension and expulsion processes; strong verbal, written, and communication skills; strong interpersonal, leadership, and motivational skills.

Ability to: Support student engagement; lead all counselors in the development and implementation of a comprehensive counseling program with a focus on social, emotional, behavioral and academic tiered supports for all students. Assist counselors in their work with students as they effectively analyze and develop alternative solutions to behavioral, educational, social, and emotional problems and concerns; conduct, analyze, and effectively utilize a variety of individual and group screens and assessment procedures and instruments applicable to student clients; effectively deal with site and District personnel, parents, social and youth service agencies in resolving student problems and concerns; effectively lead in the planning and implementation of a comprehensive school counseling program with emphasis on social, emotional and behavioral prevention, intervention and crisis management; communicate effectively in oral and written form; understand and carry out oral and written directions with minimal accountability controls; establish and maintain effective organizational, public, and community relationships; ability to meet deadlines and handle diverse tasks simultaneously using prioritization; comply with the District's customer service standards, as outlined in Board Policy, maintain confidentiality.

Education: Equivalent to the completion of an earned Master of Arts or higher degree in education, psychology, or school counseling.

**Experience:** Six years of successful teaching, public school counseling, or psychologist experience; including two years of successful experience in a management or supervisory position.

**Credential:** Valid California Teaching or Pupil Personnel Services Credential; Valid California Administrative Services Credential.

# DIRECTOR II, EARLY CHILDHOOD GENERAL EDUCATION AND SPECIAL EDUCATION PROGRAMS

### **DEFINITION**

Under the direction of the Executive Director, Curriculum and Instruction, PK-5, General and Special Education, the Director Early Childhood, General Education and Special Education Programs, supports the education programs of the District by directing, managing, supervising and coordinating the preschool program including state funded, fee based, special education preschool, infant programs, and transitional kindergarten programs. Supports the operational oversight of enrollment, licensing and implementation of Early Childhood Programs.

### **EXAMPLES OF DUTIES**

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

- 1. Design, plan, manage and administer both general education and special education early learning programs from ages zero to five, including Transitional Kindergarten (TK), State and Fee-Based Preschool programs, and Learning Link.
- 2. Ensure, review and evaluate new and current programs to determine efficiency, effectiveness, and compliance with state, local, and federal regulations.
- 3. Inform governmental agencies, businesses and community groups about educational needs, available programs, and program policies.
- 4. Consult with teachers, counselors, psychologists, District nurses, related service providers and administrators regarding articulation and alignment of services.
- 5. Consult with private and public agencies and professionals regarding educational support programs for students.
- 6. Coordinate student and family assistance programs with interdepartmental agencies and youth services as needed.
- 7. Participate in meetings with parents, teachers, staff members, and the general public to demonstrate or explain child development, early educational curriculum, practices, and preschool programs.
- 8. Attend various meetings related to early childhood education, the School Readiness Initiative, Quality Rating Improvement System and the District to comply with all State and Federal performance standards
- 9. Oversee the planning, organization and coordination of accountability activities, such as data compilation, storage, retrieval, and analysis.
- 10. Develop and manage annual program budget; direct the forecast of funds for staffing, equipment, materials, facilities and supplies.
- 11. Coordinate and ensure the submission of all related state and federally required reports, including compliance and State quality assurance programs and grants.
- 12. Review, evaluate, purchase and allocate instructional resources, supplies, and equipment to enhance programs and support school wide goals.
- 13. Prepare Board communication and update Administrative Regulations to carry out Board Policies related to early childhood programs.
- 14. Develop, submit and manage grant applications, funding proposals and contracts as necessary.

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- 15. Plan, develop, and implement effective administrative support systems and delegate appropriate areas of responsibility to subordinates.
- 16. Monitor and review licensing and certification requirements for facilities and staff.
- 17. Supervise recruitment of students in various programs.
- 18. Collaborate and coordinate with site administration on implementation of preschool and TK programs, staff training, staff evaluations and performance feedback.
- 19. Maintain and monitor all student achievement data including State annual assessment, grades and District assessment results.
- 20. Support site facilitators, general education and special education teachers and instructional assistants.
- 21. Supervise department staff to ensure staff adhere to District, state, and federal educational and professional standards.
- 22. Plan, develop, and implement effective administrative support systems and delegate appropriate areas of responsibility to subordinates.
- 23. Participate in personnel management systems, including the recruitment, selection, retention, and separation of personnel.
- 24. Attend professional learning and conference opportunities regarding District business and other topics relevant to this position, and other professional meetings.

# **QUALIFICATIONS**

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

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

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

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

**Credential:** Valid California Teaching or Pupil Personnel Services Credential; Valid California Administrative Services Credential.

Permit: Valid California Child Development Program Director Permit.

# EXECUTIVE DIRECTOR, CURRICULUM AND INSTRUCTION, GENERAL AND SPECIAL EDUCATION, 6-12, ADULT TRANSITION PROGRAM

## **DEFINITION**

Under the direction of the Assistant Superintendent, Curriculum and Instruction, the Executive Director, Curriculum and Instruction, General and Special Education, 6-12, Adult Transition Program, supports the educational Multi-tiered System of Supports (MTSS) programs of the District by directing, managing, supervising and coordinating systems, policies, and procedures pertaining to the District's secondary education programs. Supports the educational programs of the District by leading, directing, and managing the implementation of general education and special education programs and services for secondary schools including non-public schools, residential treatment centers, and charter schools.

# **EXAMPLES OF DUTIES**

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

- 1. Collaborate with the Education Services staff to develop comprehensive curriculum, instruction, and assessment methods to facilitate student achievement for all students.
- 2. Develop and support the implementation of curriculum, instruction, and assessment systems, including extension, acceleration and intervention strategies and/or programs.
- 3. Provide support to school sites to develop appropriate instructional, curricular assessment programs and systems to meet the needs of all students.
- 4. Ensure all instructional programming, curricula, and assessment decisions are aligned to the District's goals and accountability system.
- 5. Collect, examine and use data to develop long and short-range plans to improve the instructional process.
- 6. Collaborate with special education services to create and implement a continuum of general education/special education literacy instructional strategies and curriculum programs to facilitate student achievement for all students.
- 7. Support the supplemental instructional program review process and confer with sites on appropriate program selection.
- 8. Assist in the development, implementation, interpretation, and administration of policies, rules and regulations.
- 9. Advise, counsel, and assist instructional, support, and ancillary personnel in problem solving activities to determine alternative solutions to provide optimal and/or alternative learning opportunities for all students.
- 10. Provides professional learning and coordinates District meetings for site staff including administrators, athletic directors, department chairs, and other certificated and classified staff.
- 11. Plan, coordinate, and host training, education nights, and meetings for parent groups and schoolconnected organizations as needed, focused on facilitating student achievement.
- 12. Assist in the development, coordination and preparation of the annual preliminary budget.
- 13. Control and authorize expenditures in accordance with established limitations.
- 14. Evaluate, supervise and counsel members of staff to improve employee performance ensuring staff adhere to District, state and federal professional standards.
- 15. Prepare and maintain a variety of reports, records and files related to assigned activities and personnel.
- 16. Participate in personnel management systems, including the recruitment, selection, retention and separation of personnel.
- 17. Attend professional learning and conference opportunities regarding District business and other topics relevant to this position, and other professional meetings.

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# **OUALIFICATIONS**

**Knowledge of:** Applicable sections of State Education Code and other applicable laws and collective bargaining agreements; practices and procedures of efficient organization and supervision; practices, procedures, techniques, and strategies for determining operational effectiveness; principles and practices of supervision and training; result and performance evaluation techniques pertaining to program and personnel performance effectiveness; human relations, conflict resolution strategies and team building principles and techniques; record-keeping and report preparation techniques; effective oral and written communication skills; Common Core State Standards, CA ELA/ELD Framework, Multi-tiered Systems of Support (MTSS), comprehensive assessment systems, data-based decision-making, and evidence based literacy strategies, including intervention and extension strategies; research based practices and policies pertaining to special populations including Gifted and Talented, students with disabilities, and English Learners; State and Federal Framework in all subjects taught and District curriculum standards as appropriate; principles, theories, practices, methods and techniques used in curriculum development and classroom instruction; current trends and research concerning the growth and development of school-age students.

Ability to: Direct, manage, plan and implement a comprehensive curriculum, instruction and assessment system for all students; demonstrate effective, organizational, and administrative leadership; read, interpret, apply, and explain rules, regulations, policies, and procedures; supervise, evaluate and discipline subordinates; establish, maintain and nurture professional relationships with management, colleagues, staff, and school related outside agencies; analyze and evaluate data for specific use; demonstrate organizational, time management, analytical and problem solving skills; communicate effectively both orally and in writing using tact and diplomacy; train and instruct others in performance of their duties; understand and carry out oral and written instructions; use interpersonal skills with tact, patience and courtesy; maintain confidentiality; prioritize workload and conflicting demands; establish and maintain records; serve as a resource to instructional school sites, and management; assist school staff in improving the academic progress of the school site; comply with the District's customer service standards, as outlined in Board Policy.

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

**Experience:** A minimum of five years of successful teaching or supervisory experience in a setting requiring a valid California teaching or administrative services credential. A minimum three years of successful experience as a site principal in either a middle school or a high school setting and/or district level administrator.

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

# EXECUTIVE DIRECTOR, CURRICULUM AND INSTRUCTION, GENERAL AND SPECIAL EDUCATION, PK-5

# **DEFINITION**

Under the direction of the Assistant Superintendent, Curriculum and Instruction, Education and Support Services, the Executive Director, Curriculum and Instruction, General and Special Education, PK-5, supports the educational Multi-tiered System of Supports programs of the District by directing, managing, supervising and coordinating systems, policies, and procedures pertaining to the District's curriculum, instruction, and assessment systems to accelerate and enhance student achievement ensuring all students are college and career ready. Supports the educational programs of the District by leading, directing, and managing the implementation of special education services for elementary schools including non-public schools, residential treatment centers and charter schools.

# **EXAMPLES OF DUTIES**

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

- 1. Collaborate with the Education and Support Services staff to develop comprehensive curriculum, instruction, and assessment methods to facilitate student achievement for all students.
- 2. Oversee the District special education intervention programs and collaborate with Student Services to incorporate a systematic Multi-Tiered Systems of Support (MTSS) Districtwide.
- 3. Serve as a professional resource for Individualized Educational Plan (IEP) teams on legal issues, mediation compliance, and student placements.
- 4. Oversee the alignment and integration of regular and special education services.
- 5. Develop, implement and refine criteria for special education and related services.
- 6. Oversee low-incidence programs and coordinate student placements in Orange County Department of Education (OCDE) Regionalized Programs.
- 7. Review and provide notice to inter-district and open enrollment transfer requests for students with disabilities.
- 8. Prepare transitional materials and collaborate with staff on transition issues for students transitioning in and from elementary settings.
- 9. Advise the School Attendance Review Board (SARB) and the District Admissions and Discharge Committee on special education issues.
- 10. Prepare responses to inquiries regarding special education students to a variety of people and organizations such as the Superintendent, Associate Superintendent and the Office for Civil Rights.
- 11. Develop and support the implementation of curriculum, instruction, and assessment systems, including extension, acceleration and intervention strategies and/or programs.
- 12. Provide support to school sites to develop appropriate instructional, curricular assessment programs and systems to meet the needs of all students.
- 13. Ensure all instructional programming, curricula, and assessment decisions are aligned to the District's goals and accountability system.
- 14. Collect, examine and use data to develop long and short-range plans to improve the instructional process.
- 15. Plan, coordinate, and facilitate regular meetings for the District's Elementary Assistant Principals.
- 16. Direct, supervise, observe, assess, and evaluate personnel performance ensuring all levels of staff adhere to District, state, and federal educational and professional standards.
- 17. Provide leadership and oversight for Elementary Instructional Materials Center and site Elementary Library Media Technicians.
- 18. Collaborate with special education services to create and implement a continuum of general education/special education literacy instructional strategies and curriculum programs to facilitate student achievement for all students.

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- 19. Support the supplemental instructional program review process and confers with sites on appropriate program selection.
- 20. Advise, counsel, and assist instructional, support, and ancillary personnel in problem solving activities to determine alternative solutions to provide optimal and/or alternative learning opportunities for all students.
- 21. Provides professional learning and parent education activities, as needed, in the area of facilitating student achievement.
- 22. Assist in the development, coordination and preparation of the annual preliminary budget.
- 23. Control and authorize expenditures in accordance with established limitations.
- 24. Prepare and maintain a variety of reports, records and files related to assigned activities and personnel.
- 25. Participate in personnel management systems, including the recruitment, selection, retention and separation of personnel.
- 26. Attend professional learning and conference opportunities regarding District business and other topics relevant to this position, and other professional meetings.

# **OUALIFICATIONS**

**Knowledge of:** Applicable sections of State Education Code and other applicable laws and collective bargaining agreements; content standards; student and program assessment; instructional practices and behavior management techniques; applicable sections of State Education Code and other applicable laws and collective bargaining agreements; practices and procedures of efficient organization and supervision; practices, procedures, techniques, and strategies for determining operational effectiveness; principles and practices of supervision and training; result and performance evaluation techniques pertaining to program and personnel performance effectiveness; human relations, conflict resolution strategies and team building principles and techniques; record-keeping and report preparation techniques; effective oral and written communication skills; Common Core State Standards, CA ELA/ELD Framework, Multi-tiered Systems of Support (MTSS), comprehensive assessment systems, data-based decision-making, and evidence based literacy strategies, including intervention and extension strategies; research based practices and policies pertaining to Gifted and Talented; State and Federal Framework in all subjects taught and District curriculum standards as appropriate; principles, theories, practices, methods and techniques used in curriculum development and classroom instruction; current trends and research concerning the growth and development of school-age students.

Ability to: Direct, plan and lead the activities and functions related to services provided by elementary special education services; Direct, manage, plan and implement a comprehensive curriculum, instruction and assessment system for all students; demonstrate effective, organizational, and administrative leadership; read, interpret, apply, and explain rules, regulations, policies, and procedures; supervise, evaluate and discipline subordinates; establish, maintain and nurture professional relationships with management, colleagues, staff, and school related outside agencies; analyze and evaluate data for specific use; demonstrate organizational, time management, analytical and problem solving skills; communicate effectively both orally and in writing using tact and diplomacy; train and instruct others in performance of their duties; understand and carry out oral and written instructions; use interpersonal skills with tact, patience and courtesy; maintain confidentiality; prioritize workload and conflicting demands; establish and maintain records; serve as a resource to instructional school site, and management; assist school staff in improving the academic progress of the school site; comply with the District's customer service standards, as outlined in Board Policy.

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

**Experience:** A minimum of five years of successful teaching or supervisory experience in a setting requiring a valid California teaching or administrative services credential. A minimum three years of successful experience as a site principal in an elementary or middle school setting and/or district level administrator.

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

EXHIBIT #17 - REVISED

# CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From:	Tim Brooks, Associate Superintendent, Human Resource Services
Date:	March 17, 2021
Board Item:	Resignations/Retirements/Employment – Certificated Employees

# **HISTORY**

The activity list for employment, separation and additional assignments of certificated employees is a standing item that is presented during each regularly scheduled Board of Trustees meeting.

# **BACKGROUND INFORMATION**

In accordance with California Education Code §§ 44830(a), 45102, 44930, 45201 and 45190, employment actions or processes that affect an employee's status or pay during their employment must be approved by the Board of Trustees.

Certificated activity lists may include a variety of "Additional Assignments." These may be instructional assignments outside an employee's normal instructional duties, such as teaching summer school or providing home/hospital instruction, or they may be non-instructional assignments such as professional development. Hourly pay for teachers is \$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.

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EXHIBIT #18

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

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EXHIBIT #18

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

# **ACCEPT RESIGNATION/TERMINATION**

<u>Name</u>		Position Title	Reason	Original <u>Hire Date</u>	Date of Separation
1.	Cicerone, Michael A.	Sub Teacher	Term-Not Discipline Related	10/14/2019	02/17/2021
2.	D'Onofrio, Jennifer	Sub Teacher	Term-Not Discipline Related	01/28/2016	01/01/2021
3.	Johnson, Valerie A.	Sub Teacher	Term-Not Discipline Related	08/22/2019	02/17/2021
4.	Ledbetter, Suan S.	Sub Teacher	Term-Not Discipline Related	04/02/2009	02/04/2021
5.	Lyon, Michael J.	Sub Teacher	Term-Not Discipline Related	02/01/2017	02/17/2021
6.	Mather, Kirk M.	Sub Teacher	Voluntary Resignation	03/27/2019	02/03/2021
7.	Miller, Madylin B.	Sub Teacher	Term-Not Discipline Related	02/20/2019	01/01/2021
8.	Nicholson, Jeremy J.	Sub Teacher	Terminated For Cause	12/09/2020	12/18/2020
9.	Primm, Brandon J.	Sub Teacher	Voluntary Resignation	02/03/2021	02/16/2021
10.	Rivera, Adrianna M.	Sub Teacher	Term-Not Discipline Related	01/29/2019	01/01/2021

## **APPROVE EMPLOYMENT**

Name	Position-	Annual	Column/	Effective
	1 <sup>ST</sup> Year Temporary	<u>Salary</u>	<u>Step</u>	Date
11. Ford, Kaycee L.	Teacher Special Ed (SH)	\$48,835	A - 01	01/27/2021

#### **APPROVE HOME/HOSPITAL TEACHER**

Pay @ \$35.00 per hour

12. Butterworth, Jennifer S.

#### **APPROVE SUBSTITUTE**

<u>Name</u>		Position	Daily Rate of Pay	Effective Date
13.	Berutich, Jennifer K.	Sub Teacher	\$125.00	02/11/2021
14.	Call, Jesse S.	Sub Teacher	\$125.00	01/29/2021
15.	Carrillo, Eva Z.	Sub Teacher	\$125.00	02/17/2021
16.	Cloutier, Kyra M.	Sub Teacher	\$125.00	02/03/2021

# Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

# **APPROVE SUBSTITUTE (Cont.)**

NT				Effective
<u>Name</u>		Position	Daily Rate of Pay	<u>Date</u>
17.	Coniglio, Cara V.	Sub Teacher	\$125.00	02/10/2021
18.	Davis, Katelyn D.	Sub Teacher	\$125.00	01/11/2021
19.	Devaney, Brian T.	Sub Teacher	\$125.00	01/28/2021
20.	Dillard, Kenneth G.	Sub Teacher	\$125.00	02/03/2021
21.	Frazer, Ashleigh L.	Sub Teacher	\$125.00	01/28/2021
22.	Freer, Natalee N.	Sub Teacher	\$125.00	01/28/2021
23.	Gallegos, Lauren H.	Sub Teacher	\$125.00	02/10/2021
24.	Gideon, Darryl	Sub Teacher	\$125.00	01/28/2021
25.	Hernandez, Maggie S.	Sub Teacher	\$125.00	01/11/2021
26.	Herrera, Rita P.	Sub Teacher	\$125.00	02/03/2021
27.	Inducil, Glen A.	Sub Teacher	\$125.00	01/28/2021
28.	Lawrence, Mary E.	Sub Teacher	\$125.00	01/28/2021
29.	McClellan, Susan E.	Sub Administrator	\$550.00	02/08/2021
30.	Mortenson, Marissa	Sub Teacher	\$125.00	02/03/2021
	A.			
31.	Neypes, Matthew V.	Sub Teacher	\$125.00	02/11/2021
32.	• •	Sub Teacher	\$125.00	01/25/2021
33.	Peel, Maureen A.	Sub Teacher	\$150.00	01/25/2021
34.	Pelham, Taylor L.	Sub Teacher	\$125.00	01/28/2021
35.	Powell, Alexandria	Sub Teacher	\$125.00	02/11/2021
	J.			
36.	Primm, Brandon J.	Sub Teacher	\$125.00	02/03/2021-
				02/16/2021
37.	Purer, Carina P.	Sub Teacher	\$125.00	01/25/2021
38.	Ramirez, Deanna D.	Sub Teacher	\$125.00	01/28/2021
39.	Rea, Carrie G.	Sub Administrator	\$550.00	02/01/2021
40.	Reider, Jennifer N.	Sub Teacher	\$125.00	01/28/2021
41.	Rodriguez, Lauren I.	Sub Counselor	\$275.00	01/25/2021
42.	Roland, John R.	Sub Teacher	\$125.00	02/17/2021
43.	Sage, Lee L.	Sub Teacher	\$125.00	01/04/2021
44.	Segoviano,	Sub Teacher	\$125.00	01/28/2021
	Gabriella			
45.	Siapin, Katherine S.	Sub Counselor	\$275.00	02/03/2021
46.	Sierzchula, Isabel T.	Sub Teacher	\$125.00	02/10/2021
47.	Sklar, Bailey C.	Sub Teacher	\$125.00	02/10/2021
48.	Smith, Caelan A.	Sub Teacher	\$125.00	01/25/2021
49.	Sullivan, Jodie E.	Sub Teacher	\$125.00	02/10/2021
50.	Sunyich, Jenna C.	Sub Teacher	\$125.00	01/05/2021
51.	Tikhonova, Elena	Sub Teacher	\$125.00	02/11/2021

# Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

# **APPROVE SUBSTITUTE (Cont..)**

<u>Name</u>		Position	Daily Rate of Pay	Effective Date
	Troiano, Kyle C. Weiss, Karen R.	Sub Teacher Sub Teacher	\$125.00 \$125.00	02/03/2021 02/10/2021
	Whitson, Kelly L.	Sub Teacher	\$125.00	01/25/2021
55.	Woidneck, Jeffrey D.	Sub Teacher	\$125.00	02/11/2021

# APPROVE 6/5<sup>THS</sup> ASSIGNMENT

Nomo		6/5ths Assignment	Location	Effective
<u>Name</u>		<u>6/5<sup>ths</sup> Assignment</u>	Location	Dates
56.	Barber, Angela K.	1st Semester 6/5ths	Dana Hills High	08/18/2020-
	C C		School	12/18/2020
57.	Cunningham, Craig	2nd Semester 6/5ths	Tesoro High School	01/04/2021-
	L.			06/04/2021
58.	Cunningham, Craig	1st Semester 6/5ths	Tesoro High School	08/14/2020-
	L.			12/18/2020
59.	Garrett, Steve W.	2nd Semester 6/5ths	Tesoro High School	01/04/2021-
				06/04/2021
60.	Greenfield-	2nd Semester 6/5ths	Aliso Niguel High	01/04/2021-
	Eastridge, Sherry L.		School	06/04/2021
61.	Hallam, John J.	2nd Semester 6/5ths	Tesoro High School	01/04/2021-
				06/04/2021
62.	Hallam, John J.	1st Semester 6/5ths	Tesoro High School	08/14/2020-
				12/18/2020
63.	Hancock, Keith G.	1st Semester 6/5ths	Tesoro High School	08/14/2020-
				12/18/2020
64.	Harnett, Patrick R.	2nd Semester 6/5ths	Tesoro High School	01/04/2021-
				06/04/2021
65.	Hayden, Carolyn Y.	Full Year 6/5ths	Fred Newhart Middle	08/13/2020-
	* 1 ***	• • • •	School	06/05/2021
66.	Johnstone III,	2nd Semester 6/5ths	Tesoro High School	01/04/2021-
	Vanderburgh	• • • •	<b>N YYH YH H</b>	06/04/2021
67.	Lindroth, Lauren A.	2nd Semester 6/5ths	Dana Hills High	02/01/2021-
<b>60</b>	N 1 Y 11' Y	0.10	School	06/04/2021
68.	Murphy, Kelli L.	2nd Semester 6/5ths	Aliso Niguel High	02/01/2021-
<i>c</i> c			School	06/04/2021
69.	Nieto, Antonio M.	2nd Semester 6/5ths	Tesoro High School	01/04/2021-
				06/04/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

# APPROVE 6/5<sup>THS</sup> ASSIGNMENT (Cont.)

<u>Name</u>		6/5 <sup>ths</sup> Assignment	Location	Effective Dates
70.	Olivieri, Rebekah B.	2nd Semester 6/5ths	Fresh Start	01/04/2021- 06/04/2021
71.	Woodward, Jennifer	2nd Semester 6/5ths	Tesoro High School	01/04/2021- 06/04/2021

#### APPROVE ASSIGNMENT ADJUSTMENT

Name		Previous Assignment (FTE)	New Assignment (FTE)	Effective Date
72.	Miller, Stephanie K.	Speech Pathologist 60 %	Speech Pathologist 80 %	08/12/2020
73.	Sampson, Audra K.	Teacher High School 100 %	Teacher High School 80 %	02/01/2021

# APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT

		Additional		
Name	<u>e</u>	Assignment	Location	Date(s)
74.	Andrews, Phillip	TAA NTE 26 hrs (Intervention	Aliso Viejo Middle	11/01/2020-
		support for CTE class)	School	12/31/2020
75.	Bak-Boychuk,	TAA NTE 30 hrs (Provide after	San Juan Hills High	01/04/2021-
	Christine M.	school tutoring)	School	06/04/2021
76.	Barber, Angela K.	TAA NTE 18 hrs (Assist with	Dana Hills High	01/11/2021-
		homework center)	School	06/02/2021
77.	Benjoya, Eve M.	TAA NTE 6 hrs (Sub as needed	Hidden Hills Elem	10/19/2020-
		for after school intervention)	School	06/01/2021
78.	Bennett, Kathleen	TAA NTE 4 hrs (Assist with IB	San Clemente High	01/04/2021-
		essays)	School	05/31/2021
79.	Bento, Kelley	TAA NTE 12 hrs (Teach after	Canyon Vista Elem	01/04/2021-
		school intervention classes)	School	04/30/2021
80.	Blakeley, Susan L.	TAA NTE 6 hrs (Sub as needed	Hidden Hills Elem	10/19/2020-
		for after school intervention)	School	06/01/2021
81.	Bowers-Georgia, Lori	TAA NTE 22 hrs (Teach after	R.H. Dana Elem	02/08/2021-
	R.	school intervention classes)	School	04/28/2021
82.	Brannam, Andrea A.	TAA NTE 2 hrs (Conduct	Ed Services	01/04/2021-
	·	DIBELS assessments)	Department	01/25/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

#### APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Additional Location Name Assignment Date(s) 83. Brooks, Michael G. TAA NTE 16 hrs (Assist with Dana Hills High 01/11/2021homework center) School 06/02/2021 84. Cain. Joshua P. TAA NTE 4 hrs (Assist with IB San Clemente High 01/04/2021-School 05/31/2021 essays) 85. Calentino, Jennifer R. TAA NTE 6 hrs (Sub as needed Hidden Hills Elem 10/19/2020for after school intervention) School 06/01/2021 Cheatley, Shannon TAA NTE 50 hrs (Tutor per ADR Student Support 12/01/2020-86. agreement) Services 05/31/2021 TAA NTE 6 hrs (Sub as needed Hidden Hills Elem 87. Ciolek, Rhonda K. 10/19/2020for after school intervention) School 06/01/2021 88. Connors, Katelyn A. TAA NTE 54 hrs (Provide after San Juan Hills High 01/04/2021school tutoring) 06/04/2021 School 89. Dutton, Caroline K. TAA NTE 4 hrs (Assist with IB San Clemente High 01/04/2021essays) School 05/31/2021 90. Finnerty, Stacey L. TAA NTE 2 hrs (Assist with IB San Clemente High 01/04/2021essays) School 05/31/2021 TAA NTE 27 hrs (Provide after 91. Giesbrecht, Lisa R. San Juan Hills High 01/04/2021school tutoring) School 06/04/2021 92. Grabowski, Michael TAA NTE 25 hrs (Conduct after Capistrano Valley 09/01/2020-J. school math tutoring) High School 06/03/2021 San Juan Hills High 93. Infante, Maria TAA NTE 54 hrs (Provide after 01/04/2021school tutoring) School 06/04/2021 94. Jacome, Geraldine TAA NTE 2 hrs (Conduct Ed Services 01/04/2021-**DIBELS** assessments) Department 01/25/2021 95. Kauo III, Joseph TAA NTE 18 hrs (Assist with Dana Hills High 01/11/2021homework center) School 06/02/2021 96. Kerr, Bradley D. TAA NTE 6 hrs (Assist with IB San Clemente High 01/04/2021essays) School 05/31/2021 97. Kilroy, Angela M. TAA NTE 12 hrs (Teach after Canyon Vista Elem 01/04/2021school intervention classes) School 04/30/2021 98. Mayemura, Deanne TAA NTE 24 hrs (Teach after Canyon Vista Elem 01/04/2021school intervention classes) K School 04/30/2021 99. McGuire, Carla S. TAA NTE 2 hrs (Assist with IB San Clemente High 01/04/2021-School 05/31/2021 essays) 100. Meyers, Valerie M. TAA NTE 12 hrs (Teach after Canyon Vista Elem 01/04/2021school intervention classes) School 04/30/2021 101. Miller, Tiffany T. TAA NTE 12 hrs (Teach after Canyon Vista Elem 01/04/2021school intervention classes) School 04/30/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

# APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

		Additional		
<u>Nam</u>	<u>e</u>	Assignment	Location	Date(s)
102.	Miyazono, Morgan T.	TAA NTE 6 hrs (Sub as needed	Hidden Hills Elem	10/19/2020-
		for after school intervention)	School	06/01/2021
103.	Moos, Theresa C.	TAA NTE 5 hrs (Assist with	Dana Hills High	01/11/2021-
		homework center)	School	06/02/2021
104.	Murphy, Jodi A.	TAA NTE 6 hrs (Sub as needed	Hidden Hills Elem	10/19/2020-
		for after school intervention)	School	06/01/2021
105.	Nassar Medhat, Jihan	TAA NTE 6 hrs (Sub as needed	Hidden Hills Elem	10/19/2020-
	А.	for after school intervention)	School	06/01/2021
106.	Nguyen, Vivian Q.	TAA NTE 81 hrs (Provide after	San Juan Hills High	01/04/2021-
		school tutoring)	School	06/04/2021
107.	Ospring, Breonna L.	TAA NTE 54 hrs (Provide after	San Juan Hills High	01/04/2021-
		school tutoring)	School	06/04/2021
108.	Paradise, Susan M.	TAA NTE 2 hrs (Conduct	Ed Services	01/04/2021-
		DIBELS assessments)	Department	01/25/2021
109.	Popovich, Marc J.	TAA NTE 8 hrs (Assist with IB	San Clemente High	01/04/2021-
		essays)	School	05/31/2021
110.	Rosas, Brenda G.	TAA NTE 2 hrs (Conduct	Ed Services	01/04/2021-
		DIBELS assessments)	Department	01/25/2021
111.	Rynne, Tara M.	TAA NTE 6 hrs (Sub as needed	Hidden Hills Elem	10/19/2020-
		for after school intervention)	School	06/01/2021
112.	Saalberg, Christopher	TAA NTE 12 hrs (Teach after	Canyon Vista Elem	01/04/2021-
	U.	school intervention classes)	School	04/30/2021
113.	Schmidt, Swetlana E.	TAA NTE 2 hrs (Assist with IB	San Clemente High	01/04/2021-
		essays)	School	05/31/2021
114.	Snyderman, Jill M.	TAA NTE 12 hrs (Teach after	Canyon Vista Elem	01/04/2021-
		school intervention classes)	School	04/30/2021
115.	Spak, Cheryl A.	TAA NTE 12 hrs (Teach after	Canyon Vista Elem	01/04/2021-
	~	school intervention classes)	School	04/30/2021
116.	Stinson Jr, Richard	TAA NTE 18 hrs (Assist with	Dana Hills High	01/11/2021-
	A.	homework center)	School	06/02/2021
117.	Taylor, Pamela K.	TAA NTE 24 hrs (Teach after	Canyon Vista Elem	01/04/2021-
110	<b>XX</b> Y <b>1 1 1</b>	school intervention classes)	School	04/30/2021
118.	Washington, Wendy	TAA NTE 4 hrs (Assist with IB	San Clemente High	01/04/2021-
110	C.	essays)	School	05/31/2021
119.	Waters, Linda J.	TAA NTE 6 hrs (Sub as needed	Hidden Hills Elem	10/19/2020-
		for after school intervention)	School	06/01/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

#### APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Pay @ \$50.00 per hour

120. <u>DIBELS Testing for MOY and EOY – Multiple Sites</u> Not to exceed 73 hours instructional pay @ \$50.00 per hour for 139 employees 01/04/2021-05/21/2021

#### APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT Pay @ \$30.00 per hour

Nam	<u>e</u>	Additional Assignment	Location	Date(s)
121.	Adams, Amy	TAA NTE 24 hrs (Instructional	Chaparral Elem	08/13/2020-
		leadership team)	School	06/04/2021
122.	Allard, Kristi K.	TAA NTE .5 hrs (Attend iREADY	Ed Services	02/02/2021-
		training)	Department	02/02/2021
123.	Arman, Avery P.	TAA NTE 6 hrs (Build second	Ed Services	01/14/2021-
		semester Canvas content)	Department	01/14/2021
124.	Atilano, Matthew	TAA NTE 4 hrs (Attend CAPE	Human Resource	01/26/2021-
		team trainings)	Services	01/28/2021
125.	Bailey, April	TAA NTE 7 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
		shells and content for math	School	02/28/2021
126	Deals Vinchaular C	department)	Conistana Valler	12/17/2020
120.	Beck, Kimberly S.	TAA NTE 50 hrs (Build curriculum for second semester)	Capistrano Valley High School	12/17/2020- 01/31/2021
127	Paaklay Shalloy M	TAA NTE 2 hrs (Develop	San Clemente High	12/14/2020-
127.	Beckley, Shelley M.	curriculum)	School	01/20/2021
128	Beneventi, Jennifer	TAA NTE 24 hrs (Instructional	Chaparral Elem	08/13/2020-
120.	N.	leadership team)	School	06/04/2021
129.	Bentley, Janet	TAA NTE 4 hrs (Attend CAPE	Oso Grande Elem	01/26/2021-
127.	Denticy, Junet	team trainings)	School	01/28/2021
130	Birtwell, Deanna L.	TAA NTE 10 hrs (Develop math	Shorecliffs Middle	11/17/2020-
150.	Direwen, Deanna E.	curriculum)	School	01/31/2021
131.	Boncuk, Mark B.	TAA NTE 4 hrs (Attend CAPE	Fred Newhart Middle	01/26/2021-
	,	team trainings)	School	01/28/2021
132.	Bonsangue, Dawnell	TAA NTE 5 hrs (PLC	Ed Services	12/09/2020-
	D.	implementation committee)	Department	06/01/2021
133.	Borges, Esther C.	TAA NTE 5 hrs (Assist with	San Clemente High	12/14/2020-
		curriculum development)	School	01/30/2021
134.	Bowers-Georgia, Lori	TAA NTE .5 hrs (Attend iREADY	Ed Services	02/04/2021-
	R.	training)	Department	02/04/2021
135.	Boyle, Jeanette M.	TAA NTE 5 hrs (Develop content	Dana Hills High	01/04/2021-
		for second semester)	School	06/03/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

#### APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Additional Location Name Assignment Date(s) 136. Brannam, Andrea A. TAA NTE 2 hrs (Attend Dr. Luis R.H. Dana Elem 02/16/2021-Cruz training) School 02/16/2021 137. Brannam, Andrea A. TAA NTE .5 hrs (Attend iREADY **Ed Services** 02/04/2021-Department 02/04/2021 training) 138. Breese, Gabrielle E. TAA NTE 30 hrs (Attend Human Resource 01/04/2021-Coaching Creed meeting) Services 06/30/2021 TAA NTE 6 hrs (Instruction to Esencia Middle 139. Brennan, Jill J. 10/08/2020more than 10 students per class School 12/18/2020 period) 140. Brooks, Teresa T. TAA NTE 2 hrs (Attend Dr. Luis George White Elem 12/03/2020-Cruz training) School 12/03/2020 141. Burns, Marita P. Ed Services TAA NTE .5 hrs (Attend iREADY 02/02/2021training) Department 02/02/2021 142. Busenkell, William TAA NTE 4 hrs (Attend CAPE **Tesoro High School** 01/26/2021-C. team training) 01/28/2021 143. Butier, Amy E. TAA NTE .5 hrs (Attend iREADY Ed Services 02/02/2021-Department 02/02/2021 training) 144. Caestecker, James J. TAA NTE 5 hrs (Develop content Dana Hills High 01/04/2021for second semester) School 06/03/2021 145. Calkins, Patricia L. TAA NTE 3 hrs (Attend PBIS Student Support 09/01/2020training) Services 12/31/2020 Fred Newhart Middle 146. Calkins, Taylor A. TAA NTE 20 hrs (Build Canvas 12/15/2020for 2nd, 3rd, and 4th semester) School 02/01/2021 147. Carvente Hernandez, TAA NTE 5 hrs (Build second Ed Services 01/04/2021-Miguel semester Canvas shell content) 06/03/2021 Department 148. Cast, Jody TAA NTE .5 hrs (Attend iREADY Ed Services 02/04/2021training) Department 02/04/2021 149. Castellana, Evelyn J. TAA NTE .5 hrs (Attend iREADY **Ed Services** 02/02/2021training) Department 02/02/2021 150. Castle, John R. TAA NTE 7.4 hrs (Build Canvas Niguel Hills Middle 12/18/2020-School content for 2nd semester) 02/28/2021 151. Chaddock, Laurie I. TAA NTE 2 hrs (Attend PLC for Ambuehl Elem School 08/01/2020solution tree) 06/04/2021 TAA NTE 25 hrs (Participate in 152. Chamberlain, David Ed Services 11/16/2020-J. West Ed hybrid/distance learning Department 06/30/2021 program) 153. Chapman, Anne TAA NTE .5 hrs (Attend iREADY **Ed Services** 02/02/2021training) Department 02/02/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

#### APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Additional Assignment Location Name Date(s) 154. Choi, Yeon J. TAA NTE 7 hrs (Build 2nd **Tesoro High School** 12/15/2020semester Canvas shells/content) 02/28/2021 155. Clark, Bernadette M. TAA NTE .5 hrs (Attend iREADY **Ed Services** 02/02/2021-Department 02/02/2021 training) 156. Clem, Monica TAA NTE 10 hrs (Assist with Shorecliffs Middle 11/17/2020developing English curriculum) School 01/31/2021 Contant, Jenny S. TAA NTE 3 hrs (Prepare for **Ed Services** 157. 01/27/2021-GATE certification training) Department 01/28/2021 158. Crapo, Mary M. TAA NTE 2 hrs (Assist in San Clemente High 12/14/2020developing curriculum) School 01/30/2021 159. Cunningham, Craig TAA NTE 7 hrs (Build 2nd **Tesoro High School** 12/15/2020semester Canvas shells/content) 02/28/2021 L. 160. Curtis, Christy A. TAA NTE 20 hrs (Attend Staff Development 12/01/2020social/emotional learning 06/04/2021 trainings) 161. Denison, Amanda J. TAA NTE 9 hrs (Build Canvas Niguel Hills Middle 12/18/2020shells and content for VAPA School 02/28/2021 department) 162. Des Palmes, Cheryl TAA NTE 7 hrs (Build 2nd **Tesoro High School** 12/15/2020-M. semester Canvas shells/content) 02/28/2021 163. Dewald, Nicholas TAA NTE 66.6 hrs (Build **Ed Services** 12/01/2020curriculum for two-way immersion Department 01/31/2021 program) 164. Dragovich, Adele TAA NTE 24 hrs (Instructional Chaparral Elem 08/13/2020leadership team) School 06/04/2021 TAA NTE 10 hrs (Participate in San Clemente High 165. Ebel, Danica L. 09/01/2020-ELD task force) School 05/28/2021 166. El-Sokkary, Shannon TAA NTE 9.25 hrs (Build Canvas Niguel Hills Middle 12/18/2020-M. content for 2nd semester) School 02/28/2021 167. Eltiste, Ellen TAA NTE .5 hrs (Attend iREADY **Ed Services** 02/02/2021-Department training) 02/02/2021 168. England, Cherie L. TAA NTE 10 hrs (Develop science Shorecliffs Middle 11/17/2020-School curriculum) 01/31/2021 TAA NTE 8 hrs (Build Canvas Niguel Hills Middle 169. Erlinger, Alicia D. 12/18/2020shells and content for English School 02/28/2021 department) TAA NTE 8 hrs (Build Canvas 170. Erlinger, Alicia D. Niguel Hills Middle 12/18/2020shells and content for VAPA School 02/28/2021 department)

Personnel Activity List Board of Trustees Regular Meeting of March 17, 2021 Certificated Employees

# APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.) Pay @ \$30.00 per hour

		Additional		
<u>Name</u>	<u>}</u>	<u>Assignment</u>	Location	Date(s)
171.	Evans, Elizabeth A.	TAA NTE 7 hrs (Build 2nd	Tesoro High School	12/15/2020-
		semester Canvas shells/content)		02/28/2021
172.	Flynn, Laura A.	TAA NTE 2 hrs (Develop	San Clemente High	12/14/2020-
		curriculum)	School	01/30/2021
173.	Forbes, Tracey	TAA NTE 6 hrs (Instruction to	Esencia Middle	10/08/2020-
		more than 10 students per class	School	12/18/2020
1.5.4		period)		10/01/2020
174.	Fredriksz, Andrew P.	TAA NTE 40 hrs (Participate in	Aliso Viejo Middle	10/01/2020-
175		task intervention committee)	School	06/04/2021
1/5.	Freeman, Denene R.	TAA NTE 7 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
		shells and content for English department)	School	02/28/2021
176.	Freleaux, Arielle S.	TAA NTE 10 hrs (Develop	Shorecliffs Middle	11/17/2020-
	,	English curriculum)	School	01/31/2021
177.	Frith, Robert L.	TAA NTE 30 hrs (Attend	Human Resource	01/04/2021-
		Coaching Creed committee	Services	06/30/2021
		meeting)		
178.	Fukuda, Nancy R.	TAA NTE 2 hrs (Attend extended	Canyon Vista Elem	10/08/2020-
		learning training)	School	10/15/2020
179.	Furlong, Adriana	TAA NTE 5 hrs (Build second	Ed Services	01/04/2021-
		semester Canvas shell content)	Department	06/03/2021
180.	Gaia, Anna L.	TAA NTE 5 hrs (Build second	Ed Services	01/04/2021-
		semester Canvas shell content)	Department	06/03/2021
181.	Gao, Jie	TAA NTE 20 hrs (Support	English Language	01/04/2021-
100		bilingual testing)	Development	06/30/2021
182.	Gardner, Marcus V.	TAA NTE 2 hrs (Assist in	San Clemente High	12/14/2020-
102		developing curriculum)	School	01/20/2021
	Gaspar, Marguerite	TAA NTE 5.6 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
	L. Carthian Kanan N	content for 2nd semester)	School	02/28/2021
184.	Gauthier, Karen N.	TAA NTE 25 hrs (Participate in	Ed Services	11/16/2020-
		West Ed hybrid/distance learning	Department	06/30/2021
185	Gauthier, Karen N.	program) TAA NTE 7.5 hrs (Attend	Staff Development	10/26/2020-
165.	Gautifier, Kareli IV.	understanding unconscious BIAS	Stall Development	12/07/2020
		training)		12/07/2020
186.	Gidion, Janey L.	TAA NTE 16.5 hrs (Develop	Ed Services	01/04/2021-
100.	Graion, suncy L.	Canvas curriculum)	Department	01/04/2021
187.	Gildea, Rachael L.	TAA NTE 16 hrs (Assist in	Ed Services	12/28/2020-
107.	Children, Ruchuch Li.	Canvas curriculum project)	Department	12/30/2020
		Project)	= spannent	12,23,2020

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

#### APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Additional Assignment Location Name Date(s) 188. Goit, Jenny D. TAA NTE 10 hrs (Develop science Shorecliffs Middle 11/17/2020-School 01/31/2021 curriculum) TAA NTE 5 hrs (Attend PBIS) Las Palmas Elem 189. Gomez, Martha E. 01/07/2021-School 01/29/2021 190. Gomez, Martha E. TAA NTE 16 hrs (Relocate Las Palmas Elem 01/04/2021classroom) School 04/09/2021 191. Gonzalez, Jamie D. TAA NTE 66.6 hrs (Build **Ed Services** 12/01/2020curriculum for two-way immersion Department 01/31/2021 program) 192. Goode, Kimberly I. TAA NTE 4 hrs (Attend ILT Vista Del Mar Elem 02/01/2021leadership meetings) School 06/03/2021 Shorecliffs Middle 193. Graham, Tammie E. TAA NTE 10 hrs (Develop 11/17/2020-English curriculum) School 01/31/2021 194. Gries Jr, Vernon J. TAA NTE 6 hrs (Curriculum Esencia Middle 10/08/2020building) School 12/18/2020 195. Grondahl, Becky G. TAA NTE 10 hrs (Develop Shorecliffs Middle 11/17/2020-English curriculum) School 01/31/2021 TAA NTE 5 hrs (PLC 196. Halbert, Shannon J. **Ed Services** 12/09/2020implementation committee) Department 06/01/2021 197. Hall, Kimberly A. TAA NTE 4 hrs (Attend CAPE Oso Grande Elem 01/26/2021team trainings) School 01/28/2021 198. Hambrick, Kelly R. TAA NTE 1 hr (Digital toolkit Staff Development 10/21/2020training) 10/22/2020 199. Hamilton, Marcy A. TAA NTE 9.25 hrs (Build Canvas Niguel Hills Middle 12/18/2020-School content for 2nd semester) 02/28/2021 TAA NTE 30 hrs (Attend Human Resource 200. Hamro, Jonathan D. 01/04/2021-Coaching Creed committee Services 06/30/2021 meeting) 201. Hancock, Keith G. TAA NTE 7 hrs (Build 2nd **Tesoro High School** 12/15/2020semester Canvas shells/content) 02/28/2021 202. Hanley, Kimberly TAA NTE 25 hrs (Participate in **Ed Services** 11/16/2020-West Ed hybrid/distance learning Department 06/30/2021 program) TAA NTE 4 hrs (Attend two Dr. Laguna Niguel Elem 203. Hansen, Lacey D. 12/03/2020-Luis Cruz trainings) School 02/16/2021 Fred Newhart Middle 204. Harvey, Lora W. TAA NTE 20 hrs (Build Canvas 12/15/2020for 2nd, 3rd, and 4th semester) School 02/01/2021 205. Hill, Erin L. TAA NTE 2 hrs (Attend training George White Elem 12/03/2020with Dr. Luis Cruz) School 12/03/2020

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

#### APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Additional Assignment Location Name Date(s) 206. Horton, Diane M. TAA NTE 20 hrs (Attend social-Staff Development 12/01/2020emotional learning trainings) 06/04/2021 207. Howard, Andrea J. TAA NTE 2 hrs (Attend extended Canyon Vista Elem 10/08/2020learning training) School 10/15/2020 208. Hribar, Natalie D. TAA NTE 7.5 hrs (Develop Dana Hills High 01/04/2021content for second semester) School 06/03/2021 209. Hulse, Michael S. TAA NTE 11 hrs (Assist with Dana Hills High 01/04/2021-Content development for 2nd School 06/03/2021 semester) 210. Jacome, Geraldine TAA NTE .5 hrs (Attend iREADY Ed Services 02/04/2021training) Department 02/04/2021 211. Japlit, Ginhawa F. TAA NTE 20 hrs (Build Canvas Fred Newhart Middle 12/15/2020for 2nd, 3rd, and 4th semester) School 02/01/2021 212. Jaramillo, Barbara Y. TAA NTE 3 hrs (Attend PBIS Student Support 09/01/2020training) Services 12/31/2020 213. Jerome, Jacob R. TAA NTE 18 hrs (Prep hours for Bernice Ayer Middle 01/04/2021-PE) School 06/03/2021 Esencia Middle 214. Jesch, Ryan T. TAA NTE 6 hrs (Instruction to 10/08/2020more than 10 students per class School 12/18/2020 period) **Ed Services** 215. Jindra, Kimberly S. TAA NTE 5 hrs (PLC 12/09/2020implementation committee) Department 06/01/2021 216. Jiron, Laurel S. TAA NTE 7 hrs (Support and plan Las Palmas Elem 01/20/2021for grade level) School 04/30/2021 217. Johnson, David TAA NTE 1 hr (Attend extended Staff Development 10/21/2020learning digital toolkit training) 10/21/2020 Karington, Gabrielle TAA NTE 20 hrs (Build Canvas Fred Newhart Middle 12/15/2020-218. for 2nd, 3rd, and 4th semester) School 02/01/2021 Q. 219. Kashima, Michael K. Niguel Hills Middle TAA NTE 5 hrs (Develop Canvas 12/18/2020-School shells and content) 02/28/2021 220. Kellman, Kathleen TAA NTE 360 hrs (Conduct **Business & Support** 02/02/2021-Covid-19 testing) Services 06/30/2021 221. Kilpatrick, Paige N. TAA NTE 2 hrs (Attend training Marco Forster Middle 12/03/2020with Dr. Luis Cruz) School 12/03/2020 222. Koutroulis, Eliana M. TAA NTE 4 hrs (Attend CAPE Human Resource 01/26/2021team trainings) Services 01/28/2021 223. Kubly, Troy P. TAA NTE 20 hrs (Attend IEP and George White Elem 08/31/2020provide admin duties) School 06/04/2021

Personnel Activity List Board of Trustees Regular Meeting of March 17, 2021 Certificated Employees

# APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.) Pay @ \$30.00 per hour

Nom		Additional	Location	Data(a)
<u>Nam</u>		Assignment	Location	Date(s)
224.	Kubly, Troy P.	TAA NTE 2 hrs (Attend training	George White Elem	12/03/2020-
		with Dr. Luis Cruz)	School	12/03/2020
225.	Kuhn, Steven J.	TAA NTE 20 hrs (Build Canvas	Fred Newhart Middle	12/15/2020-
		for 2nd, 3rd, and 4th semester)	School	02/01/2021
226.	Laszewski, Luciana	TAA NTE 24 hrs (Instructional	Chaparral Elem	08/13/2020-
	М.	leadership team)	School	06/04/2021
227.	,,	TAA NTE 2 hrs (Attend Dr. Luis	Chaparral Elem	12/03/2020-
	M.	Cruz training)	School	12/03/2020
228.	Lee, Lindsey A.	TAA NTE 5 hrs (Develop content	Dana Hills High	01/04/2021-
		for second semester)	School	06/03/2021
229.	Lewis, Elizabeth V.	TAA NTE 4 hrs (Attend CAPE	Fred Newhart Middle	01/26/2021-
		team training)	School	01/28/2021
230.	Lewis, Elizabeth V.	TAA NTE 20 hrs (Build Canvas	Fred Newhart Middle	12/15/2020-
		for 2nd, 3rd, and 4th semester)	School	02/01/2021
231.	Loftis, Jennifer R.	TAA NTE 7 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
		shells and content for math	School	02/28/2021
		department)	NY 1 XY11 N C 1 11	10/10/2020
232.	Lohman, Shawn M.	TAA NTE 7 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
		shells and content for English department)	School	02/28/2021
233.	Long, Steven A.	TAA NTE 3 hrs (Attend PBIS	Student Support	09/01/2020-
	-	training)	Services	12/31/2020
234.	Loya-Amador,	TAA NTE 5 hrs (Attend PBIS)	Las Palmas Elem	01/07/2021-
	Imelda		School	01/29/2021
235.	Loya-Amador,	TAA NTE 16 hrs (Relocate	Las Palmas Elem	01/04/2021-
	Imelda	classroom)	School	04/09/2021
236.	Lusar, Patricia K.	TAA NTE 30 hrs (Attend	Human Resource	01/04/2021-
		Coaching Creed committee meeting)	Services	06/30/2021
237.	Lynch, Kim M.	TAA NTE 9.25 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
		content for 2nd semester)	School	02/28/2021
238.	Macalistaire, Rachiel	TAA NTE 6 hrs (Instruction to	Esencia Middle	10/08/2020-
	S.	more than 10 students per class	School	12/18/2020
		period)		
239.	Mack, Alana	TAA NTE 15 hrs (Assist with	Ed Services	12/14/2020-
		developing curriculum)	Department	01/30/2021
240.	Magana, Andrew H.	TAA NTE 7 hrs (Build 2nd	Tesoro High School	12/15/2020-
		semester Canvas shells/content)		02/28/2021

Personnel Activity List Board of Trustees Regular Meeting of March 17, 2021 Certificated Employees

# APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.) Pay @ \$30.00 per hour

		Additional		<b></b>
Name		<u>Assignment</u>	<u>Location</u>	Date(s)
241.	Mairs, Robin E.	TAA NTE 11 hrs (Assist with	Dana Hills High	01/04/2021-
		Content development for 2nd	School	06/03/2021
		semester)		
242.	Manzotti, Maria A.	TAA NTE 66.6 hrs (Build	Ed Services	12/01/2020-
		curriculum for two-way immersion	Department	01/31/2021
		program)		
243.	Manzotti, Maria A.	TAA NTE 50 hrs (Build	Capistrano Valley	12/17/2020-
		curriculum for second semester)	High School	01/31/2021
244.	Marshall, Sarah W.	TAA NTE 5.5 hrs (Assist with	Dana Hills High	01/04/2021-
		Content development for 2nd	School	06/03/2021
		semester)		
245.	Masri, Jalal F.	TAA NTE 5 hrs (Build second	Ed Services	01/04/2021-
		semester Canvas shell content)	Department	06/03/2021
246.	McCullough, Stephen	TAA NTE 9.25 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
0.47	T.	content for 2nd semester)	School	02/28/2021
247.	McDermott,	TAA NTE 4 hrs (Attend CAPE	Human Resource	01/26/2021-
249	Kimberly S.	team trainings)	Services	01/28/2021
248.	McKeon, Sarah W.	TAA NTE 10 hrs (Develop science curriculum)	Shorecliffs Middle School	11/17/2020- 01/31/2021
249.	Medina, Ray M.	TAA NTE 7.5 hrs (Develop	Dana Hills High	01/01/2021
249.	Medina, Kay M.	content for second semester)	School	06/03/2021
250.	Mednick, Melissa R.	TAA NTE 4 hrs (Attend CAPE	Oso Grande Elem	01/26/2021-
250.	Wiedinek, Wielissa K.	team trainings)	School	01/28/2021
251.	Meza, Nicole M.	TAA NTE 7.5 hrs (Attend	Staff Development	10/26/2020-
2011		understanding unconscious BIAS	Stall Development	12/07/2020
		training)		12,01,2020
252.	Miranda, Monja E.	TAA NTE 2 hrs (Attend Dr. Luis	Chaparral Elem	12/03/2020-
		Cruz training)	School	12/03/2020
253.	Montoya, Alexa S.	TAA NTE .5 hrs (Attend iREADY	Ed Services	02/02/2021-
		training)	Department	02/02/2021
254.	Moore, Farrel M.	TAA NTE 30 hrs (Attend	Human Resource	01/04/2021-
		Coaching Creed committee	Services	06/30/2021
		meeting)		
255.	Nixon, Robyn L.	TAA NTE 5 hrs (PLC	Ed Services	12/09/2020-
		implementation committee)	Department	06/01/2021
256.	Noguez, Veronica	TAA NTE 10 hrs (Plan for combo	Las Palmas Elem	08/18/2020-
0.77		class)	School	06/05/2021
257.	O'Connor, Colleen A.	TAA NTE .5 hrs (Attend iREADY	Ed Services	02/04/2021-
		training)	Department	02/04/2021

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Personnel Activity List Board of Trustees Regular Meeting of March 17, 2021 Certificated Employees

# APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.) Pay @ \$30.00 per hour

		Additional		
Nam	<u>e</u>	<u>Assignment</u>	Location	Date(s)
258.	O'Leary, Darla D.	TAA NTE 25 hrs (Participate in	Ed Services	11/16/2020-
	•	West Ed hybrid/distance learning	Department	06/30/2021
		program)	-	
259.	O'Leary, Darla D.	TAA NTE 10 hrs (Prep HSS pilot	Ed Services	12/01/2020-
		and IMRC evaluation)	Department	01/31/2021
260.	Olsen, Marlene M.	TAA NTE 9 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
		shells and content for VAPA	School	02/28/2021
		department)	~ ~ ~ ~ ~ ~ ~	
261.	Olsen, Shirley V.	TAA NTE 5 hrs (Assist with	San Clemente High	12/14/2020-
262		curriculum development)	School	01/30/2021
262.	Pagel, Velda P.	TAA NTE 10 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
		shells and content for math	School	02/28/2021
263	Paradise, Susan M.	department) TAA NTE .5 hrs (Attend iREADY	Ed Services	02/04/2021-
203.	i aradise, Susan M.	training)	Department	02/04/2021
264	Parker, Marc A.	TAA NTE 3 hrs (Assist with	San Clemente High	12/14/2020-
2011	Turker, Mure Tr.	curriculum development)	School	01/30/2021
265.	Patrick, Tonya M.	TAA NTE 1 hr (Attend extended	Staff Development	10/21/2020-
	,	learning digital toolkit training)	2	10/21/2020
266.	Patterson, Susan R.	TAA NTE 10 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
		shells and content for math	School	02/28/2021
		department)		
267.	Pearson, Cathy R.	TAA NTE .5 hrs (Attend iREADY	Ed Services	02/02/2021-
		training)	Department	02/02/2021
268.	Pearson, Kathryn A.	TAA NTE 6 hrs (Prep Canvas	Ed Services	01/01/2021-
		spring task force)	Department	01/31/2021
269.	Peck, Lindsay N.	TAA NTE 15 hrs (Develop math	Shorecliffs Middle	11/17/2020-
270	D C	curriculum)	School	01/31/2021
270.	Perez, Carmen	TAA NTE 5 hrs (PLC	Ed Services	12/09/2020-
271	Datta Valaria	implementation committee)	Department Fred Newhart Middle	06/01/2021 12/15/2020-
271.	Petty, Valerie	TAA NTE 20 hrs (Build Canvas for 2nd, 3rd, and 4th semester)	School	02/01/2021
272	Phan, Katie A.	TAA NTE 5 hrs (Develop math	Shorecliffs Middle	11/17/2020-
212.	I han, Katte A.	curriculum)	School	01/31/2021
273.	Phan, Katie A.	TAA NTE 10 hrs (Develop science	Shorecliffs Middle	11/17/2020-
<b>_</b> 1 <i>3</i> .		curriculum)	School	01/31/2021
274.	Pierce, Carrie L.	TAA NTE 30 hrs (Attend	Human Resource	01/04/2021-
	,	Coaching Creed committee	Services	06/30/2021
		meeting)		

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

# APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Nom	_	Additional	Location	Data(a)
<u>Nam</u>	e	Assignment	Location	Date(s)
275.	Pierce, Carrie L.	TAA NTE 5.5 hrs (Assist with	Dana Hills High	01/04/2021-
		Content development for 2nd	School	06/03/2021
		semester)		
276.	Pitkin, Bonny Y.	TAA NTE .5 hrs (Attend iREADY	Ed Services	02/02/2021-
		training)	Department	02/02/2021
277.	Pluimer, Landon A.	TAA NTE 2 hrs (Assist with	San Clemente High	12/14/2020-
		developing curriculum)	School	01/30/2021
278.	Popperwell,	TAA NTE 8 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
	Christopher A.	shells and content for VAPA	School	02/28/2021
		department)		
279.	Poster, Shirley L.	TAA NTE .5 hrs (Attend iREADY	Ed Services	02/04/2021-
• • • •		training)	Department	02/04/2021
280.	Procter, Michelle B.	TAA NTE 24 hrs (Instructional	Chaparral Elem	08/13/2020-
201		leadership team)	School	06/04/2021
281.	Pronier, Michael D.	TAA NTE 5 hrs (Assist with	San Clemente High	12/14/2020-
202	D' D'	curriculum development)	School	01/30/2021
282.	Rasic, Diane	TAA NTE 4 hrs (Attend CAPE	Tesoro High School	01/26/2021-
202	Deischl Vincinia A	team training)	Ed Comisso	01/28/2021
283.	Reischl, Virginia A.	TAA NTE 25 hrs (Participate in	Ed Services	11/16/2020-
		West Ed hybrid/distance learning	Department	06/30/2021
201	Doigobl Virginia A	program)	Ed Services	01/04/2021-
284.	Reischl, Virginia A.	TAA NTE 65 hrs (Support history/social science adoption	Department	01/04/2021- 02/26/2021
		process)	Department	02/20/2021
285.	Reischl, Virginia A.	TAA NTE 150 hrs (Support	Ed Services	03/01/2021-
205.	Keisein, virginia A.	history/social science adoption	Department	06/04/2021
		process)	Department	00/04/2021
286.	Reyes, Ashley L.	TAA NTE 11 hrs (Preschool	Ed Services	10/16/2020-
200.	100905, 11511109 12.	Canvas curriculum project)	Department	10/30/2020
287.	Ridill, Bruce	TAA NTE 32 hrs (Relocate	Capistrano Valley	07/01/2020-
_0,1	1	classroom)	High School	10/01/2020
288.	Ridill, Bruce	TAA NTE 1 hr (Digital toolkit	Staff Development	10/21/2020-
	,	training)	1	10/22/2020
289.	Rosas, Brenda G.	TAA NTE .5 hrs (Attend iREADY	Ed Services	02/04/2021-
	,	training)	Department	02/04/2021
290.	Runyan, Jaime L.	TAA NTE 4 hrs (Attend CAPE	Tesoro High School	01/26/2021-
	-	team trainings)	-	01/28/2021
291.	Russomanno,	TAA NTE 2 hrs (Attend PLC for	Ambuehl Elem School	08/01/2020-
	Corinne A.	solution tree)		06/04/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

#### APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Additional Location Name Assignment Date(s) 292. Sanabria, Sergio TAA NTE 2 hrs (Attend training Marco Forster Middle 12/03/2020with Dr. Luis Cruz) School 12/03/2020 293. Sanchez, Lidia E. TAA NTE 25 hrs (Participate in **Ed Services** 11/16/2020-West Ed hybrid/distance learning Department 06/30/2021 program) 294. Sandvig, Jennifer L. TAA NTE .5 hrs (Attend iREADY **Ed Services** 02/02/2021-Department training) 02/02/2021 295. Sartoris, Reannah E. TAA NTE 20 hrs (Build Canvas Fred Newhart Middle 12/15/2020for 2nd, 3rd, and 4th semester) School 02/01/2021 296. Schreiman, Michael TAA NTE 8 hrs (Build Canvas Niguel Hills Middle 12/18/2020-E. shells and content for VAPA School 02/28/2021 department) TAA NTE 5 hrs (Develop math Shorecliffs Middle 297. Schwab-Kearney, 11/17/2020-Tanya L. curriculum) School 01/31/2021 298. Sims, Ivonne P. TAA NTE .5 hrs (Attend iREADY Ed Services 02/02/2021training) Department 02/02/2021 Esencia Middle 299. Skidmore, Michelle TAA NTE 6 hrs (Instruction to 10/08/2020more than 10 students per class School M. 12/18/2020 period) 300. Skov, Leon E. TAA NTE .5 hrs (Attend iREADY Ed Services 02/02/2021training) Department 02/02/2021 TAA NTE 7.5 hrs (Attend 301. Slee, Elisa J. Staff Development 10/26/2020understanding unconscious BIAS 12/07/2020 training) 302. Slee, Elisa J. TAA NTE 25 hrs (Participate in **Ed Services** 11/16/2020-West Ed hybrid/distance learning Department 06/30/2021 program) TAA NTE 2 hrs (Attend Dr. Luis R.H. Dana Elem 02/16/2021-303. Smart, Stephanie K. Cruz training) School 02/16/2021 304. Smart, Stephanie K. TAA NTE .5 hrs (Attend iREADY **Ed Services** 02/04/2021-Department training) 02/04/2021 305. Smith, Catherine M. TAA NTE 1 hr (Attend IEP John Malcom Elem 12/15/2020meeting) School 12/15/2020 San Clemente High 306. Smith, Ryan C. TAA NTE 2 hrs (Assit with 12/14/2020developing curriculum) School 01/30/2021 Niguel Hills Middle 307. Sobrero, Sara N. TAA NTE 7 hrs (Build Canvas 12/18/2020shells and content for English School 02/28/2021 department)

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

#### APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Additional Assignment Location Name Date(s) 308. Sola Morillas, Jorge TAA NTE 5 hrs (Assist with San Clemente High 12/14/2020developing curriculum) School I. 01/30/2021 TAA NTE 5 hrs (Build 2nd, 3rd, Niguel Hills Middle 309. Steidle, Gwynne A. 12/18/2020and 4th semester Canvas shells and School 02/28/2021 content) 310. Steidle, Gwynne A. TAA NTE 7 hrs (Build Canvas Niguel Hills Middle 12/18/2020shells and content for math School 02/28/2021 department) 311. Stollmeyer, Jennifer TAA NTE .5 hrs (Attend iREADY **Ed Services** 02/02/2021-Department 02/02/2021 S. training) 312. Stone, April M. TAA NTE 15 hrs (Develop math Shorecliffs Middle 11/17/2020curriculum) School 01/31/2021 TAA NTE 20 hrs (Provide Canvas 313. Streza, Katrina L. Dana Hills High 08/18/2020support for staff) School 06/03/2021 314. Streza, Katrina L. TAA NTE 5.5 hrs (Assist with Dana Hills High 01/04/2021-Content development for 2nd School 06/03/2021 semester) 315. Sweeney, Julianna M. TAA NTE 7 hrs (Build Canvas Niguel Hills Middle 12/18/2020shells and content for English School 02/28/2021 department) 316. Tatala, Jennifer L. TAA NTE 12.5 hrs (Develop **Ed Services** 01/04/2021-Canvas curriculum) Department 01/04/2021 San Juan Elem School 317. Tawil, Gracie TAA NTE 2 hrs (Attend training 12/03/2020with Dr. Luis Cruz) 12/03/2020 318. Thompson-Nerney, TAA NTE 5 hrs (PLC **Ed Services** 12/09/2020-Carla A. implementation committee) Department 06/01/2021 319. Tita, Lisa A. TAA NTE 4 hrs (Attend CAPE Human Resource 01/26/2021team trainings) Services 01/28/2021 320. Toledo, Joyce Ann TAA NTE 3 hrs (Attend PBIS Student Support 09/01/2020-Services 12/31/2020 training) 321. Tran, Chau K. TAA NTE 5 hrs (Develop content Dana Hills High 01/04/2021for second semester) School 06/03/2021 322. Trotter, Chad D. TAA NTE 7 hrs (Build 2nd **Tesoro High School** 12/15/2020semester Canvas shells/content) 02/28/2021 323. Valdez, Debbie L. TAA NTE 24 hrs (Instructional Chaparral Elem 08/13/2020leadership team) School 06/04/2021 324. Van Dixhorn, TAA NTE .5 hrs (Attend iREADY **Ed Services** 02/02/2021-Kimberly N. training) Department 02/02/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

## APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

		Additional		
Name		Assignment	Location	Date(s)
325.	Van Ginkel, Colleen	TAA NTE 7 hrs (Build Canvas shells and content for English	Niguel Hills Middle School	12/18/2020- 02/28/2021
		department)	Senton	02,20,2021
326.	Vazquez, Veronica	TAA NTE 5 hrs (Build second	Ed Services	01/04/2021-
	V.	semester Canvas shell content)	Department	06/03/2021
327.	Vislay, Karli L.	TAA NTE 14 hrs (Canvas	Ed Services	11/04/2020-
		curriculum project)	Department	11/28/2020
328.	Wallace, Danielle J.	TAA NTE 5.5 hrs (Assist with	Dana Hills High	01/04/2021-
		Content development for 2nd semester)	School	06/03/2021
329.	Weber, Pamela A.	TAA NTE .5 hrs (Attend iREADY	Ed Services	02/02/2021-
		training)	Department	02/02/2021
330.	Wehunt-Gibson,	TAA NTE 5 hrs (Build second	Ed Services	01/04/2021-
	Christine E.	semester Canvas shell content)	Department	06/03/2021
331.	Wenk, James G.	TAA NTE 40 hrs (Act as a mentor	Staff Development	08/18/2020-
		of a teacher induction candidate)	*	06/04/2021
332.	Wigglesworth,	TAA NTE 5.5 hrs (Assist with	Dana Hills High	01/04/2021-
	Michael A.	Content development for 2nd	School	06/03/2021
333.	Williams Dillys D	semester) TAA NTE 4 hrs (Attend CAPE	Human Resource	01/26/2021-
555.	Williams, Billye R.		Services	01/28/2021
224	Waisht Deshal V	team trainings)		
334.	Wright, Rachel V.	TAA NTE 8 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
		shells and content for VAPA department)	School	02/28/2021
335.	Young, Kellie M.	TAA NTE 9 hrs (Build Canvas	Niguel Hills Middle	12/18/2020-
	C.	shells and content for math department)	School	02/28/2021

Pay @ \$30.00 per hour

336. <u>Canvas Shells/Content for 2<sup>nd</sup> Semester Q3 & Q4 – Multiple Sites</u> Not to exceed 787 hours non-instructional pay @ \$30.00 per hour for 160 employees 01/04/2021-05/21/2021

337. <u>iREADY Training for Elementary Teachers – Multiple Sites</u> Not to exceed 127 hours non-instructional pay @ \$30.00 per hour for 252 employees 02/02/2021-02/09/2021

 $\frac{338. \ Curriculum \ Development \ for \ 2^{nd} \ Semester - Multiple \ Sites}{830.00 \ per \ hour \ for \ 134 \ employees}$  Not to exceed 900.5 hours non-instructional pay @ \$30.00 per hour for 134 employees  $\frac{11/30}{2020} - \frac{06}{30}/2021$ 

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#### EXHIBIT #18

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

### APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Pay @ \$30.00 per hour

339. <u>PLC Collaboration – Chaparral Elementary</u> Not to exceed 297 hours non-instructional pay @ \$30.00 per hour for 57 employees 01/04/2021-06/04/2021

 $340. \underline{Canvas\ Curriculum\ for\ 2^{nd}\ Semester\ -\ Las\ Flores\ MS} \\ Not\ to\ exceed\ 425\ hours\ non-instructional\ pay\ @\ \$30.00\ per\ hour\ for\ 32\ employees \\ 01/01/2021-02/28/2021 \\ \end{array}$ 

341. <u>Scoring/Recording CIA Writing for 1<sup>st</sup> Semester – Marco Forster MS</u> Not to exceed 33 hours non-instructional pay @ \$30.00 per hour for 11 employees 11/01/2020-12/17/2020

342. <u>Additional Assignment Hours for Teachers with Both Program A & B Students – Newhart MS</u> Not to exceed 276 hours non-instructional pay @ \$30.00 per hour for 46 employees 10/06/2020-12/18/2020

343. <u>Additional Assignment Hours for Low Performing - Dana Hills HS</u> <u>Block Grant Funds for Content Development 2<sup>nd</sup> Semester</u> Not to exceed 49 hours non-instructional pay @ \$30.00 per hour for 14 employees 01/04/2021-06/03/2021

344. <u>Middle School GATE Certification training Meetings – Education Services</u> Not to exceed 300 hours non-instructional pay @ \$30.00 per hour for 30 employees 02/16/2021-05/25/2021

345. <u>ELD Planning Meetings – Office of Language Acquisition</u> Not to exceed 317 hours non-instructional pay @ \$30.00 per hour for 33 employees 12/01/2020-06/30/2021

346. <u>Digital Toolkit Training – Professional Learning</u> Not to exceed 1 hour non-instructional pay @ \$30.00 per hour for 24 employees 10/21/2020-10/22/2020

347. <u>Understanding Unconscious BIAS Training – Professional Learning</u> Not to exceed 7.5 hours non-instructional pay @ \$30.00 per hour for 42 employees 01/25/2021-03/01/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

### APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT

Pay substitute rate @ \$25.00 per hour

Name	Additional Assignment	Location	Date(s)
348. Sykes, Marie T.	TAA NTE 120 hrs (Attend professional training to support distance learning)	Elementary Support Services	11/01/2020- 01/31/2021

#### APPROVE ADDITIONAL ASSIGNMENT

Pay substitute rate @ \$105.00 per day

Name	Additional Assignment	Location	Date(s)
349. Beard, Stacey A.	TAA NTE 4 hrs (Attend professional training to support distance learning)	Aliso Viejo Middle School	07/20/2020- 08/17/2020
350. Chavez, Natalie	TAA NTE 4 hrs (Attend professional training to support distance learning)	Aliso Viejo Middle School	07/20/2020- 08/17/2020
351. Haack, Katherine A.	TAA NTE 4 hrs (Attend professional training to support distance learning)	Aliso Viejo Middle School	07/20/2020- 08/17/2020
352. Monson, Stacy	TAA NTE 4 hrs (Attend professional training to support distance learning)	Aliso Viejo Middle School	07/20/2020- 08/17/2020
353. Pittman, Terrill K.	TAA NTE 4 hrs (Attend summer professional learning)	Staff Development	08/05/2020- 08/05/2020
354. Reid, Rebecca G.	TAA NTE 4 hrs (Attend professional training to support distance learning)	Aliso Viejo Middle School	07/20/2020- 08/17/2020
355. Scarola, Jacqueline F.	TAA NTE 100 hrs (Assist in Covid-19 testing room)	Business Services	01/14/2021- 06/30/2021
356. Vasquez, Claudia E.	TAA NTE 2 hrs (Upload Canvas for trimesters 2 & 3)	Las Palmas Elem School	10/26/2020- 06/03/2021

#### **APPROVE ADDITIONAL ASSIGNMENT**

Pay @ per diem rate

Name	Additional <u>Assignment</u>	Location	Date(s)
357. Bognar, Catherine M.	TAA NTE 336 hrs (Support for overdue student assessments)	Special Education Services	01/06/2021- 05/28/2021

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Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

### **APPROVE ADDITIONAL ASSIGNMENT (Cont.)**

Pay @ per diem rate

359. Kulek, Julie A.student assessments)Services03/31/20360. Liquori, AimeeTAA NTE 208 hrs (Assist with student assessments)Special Education01/06/20361. Malamatenios, Beth J.TAA NTE 104 hrs (Assist with student assessments)Services04/02/20361. Malamatenios, Beth J.TAA NTE 104 hrs (Assist with student assessments)Services04/02/20361. Malamatenios, Beth J.TAA NTE 104 hrs (Assist with student assessments)Special Education Services01/08/20	Name	Additional <u>Assignment</u>	Lo	ocation ]	Date(s)
360.Liquori, Aimeestudent assessments)Services04/02/20361.Malamatenios, Beth J.TAA NTE 104 hrs (Assist with student assessments)Special Education01/04/20361.Malamatenios, Beth J.TAA NTE 104 hrs (Assist with 	358. Goforth, Kr		· · · · · · · · · · · · · · · · · · ·		)1/04/2021- )3/31/2021
361. Malamatenios, Beth J.student assessments)Services04/02/20361. Malamatenios, Beth J.TAA NTE 104 hrs (Assist with student assessments)Special Education 	359. Kulek, Julie		· · · · · · · · · · · · · · · · · · ·		)1/06/2021- )4/02/2021
J. student assessments) Services 04/02/20	360. Liquori, Air		· · · · · · · · · · · · · · · · · · ·	L	)1/04/2021- )4/02/2021
362 Ramirez Maria E TAA NTE 104 hrs (Assist with Special Education 01/04/20	361. Malamateni J.	-	· · · · · · · · · · · · · · · · · · ·	L	)1/08/2021- )4/02/2021
	362. Ramirez, M		· · · · · · · · · · · · · · · · · · ·		)1/04/2021- )4/02/2021

### **APPROVE ADDITIONAL ASSIGNMENT**

Pay admin rate @ \$55.00 per hour

Name		Additional Assignment	Location	Date(s)
	-			
363.	Berg, Erika A.	TAA NTE 50 hrs (Complete	Ed Services	12/18/2020-
		reports for Covid-19 support team)	Department	01/08/2021
364.	Bosworth, Heather L.	TAA NTE 2.5 hrs (Attend Covid-	Ed Services	12/18/2020-
		19 support team training)	Department	12/21/2020
365.	Bratcher, Amanda L.	TAA NTE 175 hrs (Coordinate,	Special Education	01/25/2021-
		implementation, and oversight of	Services	06/30/2021
		extended school year)		
366.	Bratcher, Amanda L.	TAA NTE 175 hrs (Coordinate,	Special Education	07/01/2021-
		implementation, and oversight of	Services	08/30/2021
		extended school year)		
367.	Brosamer, Brian T.	TAA NTE 6 hrs (Proctor AP	Aliso Niguel High	10/17/2020-
		testing)	School	10/17/2020
368.	Casey, Brittany H.	TAA NTE 60 hrs (Build music	Ed Services	07/01/2020-
		curriculum)	Department	02/27/2021
369.	Casey, Brittany H.	TAA NTE 50 hrs (Participate on	Ed Services	12/18/2020-
	j , j	the Covid-19 support team)	Department	01/08/2021
370.	Crowley, Heidi A.	TAA NTE 50 hrs (Participate on	Ed Services	12/18/2020-
270.		the Covid-19 support team)	Department	01/08/2021
371.	Puccinelli, Susan A.	TAA NTE 125 hrs (Coordinate,	Special Education	01/25/2021-
571.	i ucemeni, Susan A.	implementation and oversight of	Services	06/30/2021
		extended school year)	501 11005	00/30/2021
		extended senoor year)		

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

### **APPROVE ADDITIONAL ASSIGNMENT (Cont.)**

Pay admin rate @ \$55.00 per hour

Name	Additional <u>Assignment</u>	Location	Date(s)
372. Puccinelli, Susan A.	TAA NTE 125 hrs (Coordinate, implementation and oversight of extended school year)	Special Education Services	07/01/2021- 08/15/2021
373. Turpel, Dianne D.	TAA NTE 2.5 hrs (Participate in Covid-19 support team)	Ed Services Department	12/18/2020- 12/21/2020

### APPROVE CO-CURRICULAR ASSIGNMENT

		<b>D</b>	• .	<b>C</b> 1	Effective
<u>Name</u>		Position	Location	<u>Salary</u>	Dates
374.	Barr, Jessica E.	Trainer,	Aliso Niguel High	\$3,963.00	01/04/2021-
	,		School		06/03/2021
375.	Bisch, Jonathan	Volleyball, Boys' (Asst)	San Clemente High	\$2,477.00	11/30/2020-
			School		02/13/2021
376.	Brooks, Michael G.	Swim, Boys' Varsity	Dana Hills High	\$2,973.00	03/01/2021-
		(Head)	School		05/02/2021
377.	Brooks, Michael G.	Swim, Girls' (Asst)	Dana Hills High	\$2,477.00	03/01/2021-
			School		05/02/2021
378.	Brown, Richard L.	Golf, Girls' (Asst)	San Clemente High	\$2,477.00	03/01/2021-
			School	** (== 0.0	05/29/2021
379.	Brown, Richard L.	Golf, Boys' (Asst)	San Clemente High	\$2,477.00	03/01/2021-
200			School	¢1.40<.00	05/29/2021
380.	Collins, Nancy A.	ASB, Elem	Moulton Elem	\$1,486.00	01/01/2021-
201	Elemen Comis A	Carry Commune Civilal	School	¢2 477 00	06/04/2021
381.	Flores, Sergio A.	Cross Country, Girls'	San Clemente High	\$2,477.00	11/30/2020-
202	Cruce and La Erric A	(Asst)	School Castille Elem	\$743.00	03/06/2021 01/21/2021-
382.	Gruenewald, Eric A.	ASB, Elem	School	\$745.00	01/21/2021- 06/03/2021
383.	Homma, Kevin S.	Instrumental Music A	Las Flores Middle	\$1,982.00	08/14/2020-
565.	Homma, Kevin S.	Instrumental Music A	School	\$1,982.00	06/04/2021
384.	Lee, Lindsey A.	Pep Squad, HS	Dana Hills High	\$3,468.00	08/01/2020-
504.	Lee, Emdsey 74.	r op Squud, 115	School	ψ3,400.00	06/05/2021
385.	Pierce, Carrie L.	Swim, Girls' Varsity	Dana Hills High	\$3,716.00	03/01/2021-
505.		(Head)	School	<i>\$5,710.00</i>	05/02/2021
386.	Pierce, Carrie L.	Swim, Boys' Varsity	Dana Hills High	\$3,716.00	03/01/2021-
	,	(Head)	School		05/02/2021
387.	Polk, Richard A.	Volleyball, Boys'	Tesoro High School	\$3,716.00	03/01/2021-
		Varsity (Head)	0	- / -	05/07/2021
		• • •			

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Certificated Employees

### APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)

<u>Name</u>		Position	Location	<u>Salary</u>	Effective Dates
388.	Polk, Richard A.	Volleyball, Boys' Varsity (Head)	Tesoro High School	\$3,716.00	12/01/2020- 02/20/2021
389.	Salazar, Macey R.	ASB, Elem	Castille Elem School	\$743.00	08/18/2020- 01/20/2021
390.	Sampson, Timothy W.	Surf, Boys' (Head)	Dana Hills High School	\$3,716.00	12/03/2020- 02/27/2021
391.	Sampson, Timothy W.	Annual	Dana Hills High School	\$3,963.00	08/13/2020- 06/04/2021
392.	Young, Michael K.	ASB, Elem	George White Elem School	\$1,486.00	08/13/2020- 06/04/2021

### APPROVE ASB FUNDED ASSIGNMENT @ \$10.00 PER UNIT

<u>Name</u>		Position	Location	<u>Salary</u>	Effective Date(s)
393.	Hanson, Craig	Baseball, JV (Asst)	Aliso Niguel High School	\$2,000.00	01/12/2021-06/01/2021
394.	Levier, Bret A.	Baseball, (Head)	San Juan Hills High School	\$3,500.00	11/30/2020- 02/28/2021

### **APPROVE LEAVE OF ABSENCE**

Employee Unique			Effective
Identifying Number	Position	Reason	Dates
395. 260829	Teacher High School	Education	02/16/2021- 06/30/2021

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
From: Prepared by:	Tim Brooks, Associate Superintendent, Human Resource Services Rich Montgomery, Assistant Superintendent, Human Resource Services, Grades 6-12, K-8, Alternative Education
Date:	March 17, 2021
Board Item:	Resignations/Retirements/Employment – Classified Employees

# **HISTORY**

The activity list for employment, separation and additional assignments of classified employees is a standing item that is presented during each regularly scheduled Board of Trustees meeting.

# **BACKGROUND INFORMATION**

In accordance with California Education Code §§ 44830(a), 45102, 44930, 45201 and 45190, employment actions or processes that affect an employee's status or pay during their employment must be approved by the Board of Trustees.

Classified activity lists may include a variety of "Temporary Additional Assignments" or TAAs. These are brief assignments in which an employee is to perform a task outside of his or her normal working hours and outside of his or her regular responsibilities. These tasks may include attending a required meeting, working at a school open house, helping at registration, and the like. These TAAs are performed at the normal hourly rate of pay for the work to be done, and are approved for a number of hours not to exceed (NTE) a specified amount. After the assignment is completed, the Payroll Department will receive an employee timesheet, signed by a supervisor, showing the time worked on the TAA. The Payroll Department will determine whether the hours worked were approved and will pay the employee for the hours worked, up to the approved amount. If the employee works fewer than the approved number of hours, s/he is paid only for the number of hours, 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**

Page 1 of 2

EXHIBIT #19

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

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EXHIBIT #19

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

# ACCEPT RESIGNATION/TERMINATION

<u>Name</u>		Position Title	Reason	Original <u>Hire Date</u>	Date of Separation
1.	Bobovnik, Norman D.	ASB Worker	Voluntary Resignation	11/07/2013	01/20/2021
2.	Cloven, Leigh	Lead Food Service Professional	Retirement	10/16/2000	02/26/2021
3.	Craft, Karen	Para-Educator IV	Retirement	02/19/2002	03/01/2021
4.	Dallape, Clarise A.	Para-Educator I	Voluntary Resignation	08/25/2020	01/22/2021
5.	Dean, Vicki A.	Para-Educator IV	Voluntary Resignation	09/28/2020	01/28/2021
6.	Geraci, Janet	Sub Elem Student	Term-Not Discipline	01/24/2013	02/10/2021
	,	Supervisor	Related		
7.	Greenup, Malika B.	Elem Student Supervisor	CL-Probationary	09/21/2020	02/19/2021
		1.	Termination		
8.	Kosky, Lori	School Clerk II	Retirement	12/01/2003	02/26/2021
9.	Macias, Ashley N.	LVN	Voluntary Resignation	03/11/2019	11/30/2020
10.	Ortiz Jr, Heliodoro	Sub Custodian	Deceased	10/26/2019	01/17/2021
11.	Ozgur, Heather L.	Sub Academic Advisor	Term-Not Discipline	01/10/2020	02/10/2021
	•		Related		
12.	Petersen, Holly M.	Para-Educator III	Voluntary Resignation	11/16/2020	02/12/2021
13.	Pysz, Christine M.	Sub Elem Student	Term-Not Discipline	10/18/2017	02/17/2021
	-	Supervisor	Related		
14.	Ramos, Jesus	Para-Educator I	Voluntary Resignation	10/08/2020	02/05/2021
15.	Reyes, Olivia M.	Para-Educator I	Voluntary Resignation	02/08/2021	02/09/2021
16.	Rose, Maryanne M.	Sub Para-Educator II	Term-Not Discipline	08/09/2019	02/04/2021
			Related		
17.	Rose, Maryanne M.	Sub Para-Educator IV	Term-Not Discipline	08/09/2019	02/04/2021
			Related		
18.	Rose, Maryanne M.	Sub Para-Educator III	Term-Not Discipline	08/09/2019	02/04/2021
			Related		
19.	Slye, Courtney A.	Sub Elem Student	Term-Not Discipline	03/14/2017	02/17/2021
		Supervisor	Related		
20.	Toumeh, Lina	Elem Student Supervisor	Voluntary Resignation	09/30/2020	02/10/2021
21.	Wheeler, Donna M.	Sub Inst Asst-Preschool	Term-Not Discipline	09/20/1993	02/11/2021
		12+	Related		

# **APPROVE EMPLOYMENT**

Name	Position- Part Time	<u>Salary</u>	Range <u>Step</u>	Effective Date
22. Alcalay, Tyler M.	Para-Educator IV (9.5mo/30hpw)	\$19.26 hr	24 - 03	01/26/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

# APPROVE EMPLOYMENT (Cont.)

Name         Part Time         Salary         Step         Date           23.         Awad, Mary B.         Para-Educator I         \$15.44 hr         19 - 01         02/08/2021           (9.5mo/30hpw)         22 - 01         02/16/2021         (9.5mo/30hpw)         22 - 01         02/16/2021           24.         Bessi, Elena         Para-Educator II         \$15.83 hr         20 - 01         02/01/2021           25.         Boyd, Leanne D.         Para-Educator I         \$15.44 hr         19 - 01         02/08/2021           (9.5mo/30hpw)         9         23 - 01         02/16/2021         (9.5mo/30hpw)         23 - 01         02/01/2021           P.         (9.5mo/17.5hpw)         S15.44 hr         19 - 01         02/03/2021           Maribel         (9.5mo/30hpw)         17.04 hr         23 - 01         01/25/2021           J.         (9.5mo/30hpw)         10         02/08/2021         (9.5mo/30hpw)           30.         Doran, Amanda E.         Para-Educator I         \$15.44 hr         19 - 01         01/25/2021           g.5mo/17.5hpw)         (9.5mo/17.5hpw)         10         02/08/2021         (9.5mo/30.5hpw)         10           31.         Farinella Collinske, Para-Educator I         \$15.44 hr         19 - 01 <th>Nama</th> <th></th> <th>Position-</th> <th>Colore</th> <th>Range</th> <th>Effective</th>	Nama		Position-	Colore	Range	Effective
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Name		Part Time	<u>Salary</u>	<u>step</u>	Date
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	23.	Awad, Mary B.		\$15.44 hr	19 - 01	02/08/2021
25.Boyd, Leanne D.Para-Educator II\$15.83 hr $20 - 01$ $02/01/2021$ 26.Brownson, Leah F.Para-Educator I\$15.44 hr $19 - 01$ $02/08/2021$ 27.Cahuantzi, KimberlyMS Campus Supervisor\$17.04 hr $23 - 01$ $02/16/2021$ P.P.MS Campus Supervisor\$17.04 hr $23 - 01$ $02/16/2021$ P.MS Campus Supervisor\$17.04 hr $23 - 01$ $02/08/2021$ Maribel(9.5mo/30hpw)\$17.04 hr $23 - 01$ $01/25/2021$ J.(9.5mo/17.5hpw)\$17.04 hr $23 - 01$ $01/25/2021$ J.(9.5mo/17.5hpw)\$17.04 hr $19 - 01$ $02/08/2021$ (9.5mo/17.5hpw)\$15.44 hr $19 - 01$ $02/08/2021$ 30.Doran, Amanda E.Para-Educator I\$15.44 hr $19 - 01$ $02/08/2021$ (9.5mo/17.5hpw)\$12.04 hr $19 - 01$ $01/04/2021$ 31.Farinella Collinske,Para-Educator I\$15.44 hr $19 - 01$ $02/08/2021$ (9.5mo/32.5hpw)\$14.00 hr $12 - 01$ $02/01/2021$ 33.Hillebrand, Lisa M.Elem Student Supervisor\$14.00 hr $12 - 01$ $02/01/2021$ (9.5mo/17.5hpw)\$15.83 hr $20 - 01$ $02/01/2021$ (9.5mo/32.5hpw)\$15.83 hr $20 - 01$ $02/18/2021$ 34.Jackson, Bailey R.Para-Educator II\$15.44 hr $19 - 01$ $02/01/2021$ (9.5mo/32.5hpw)\$15.44 hr $19 - 01$ $02/01/2021$ (9.5mo/30hpw)\$15.83 hr $20 $	24.	Bessi, Elena		\$16.63 hr	22 - 01	02/16/2021
26.Brownson, Leah F. Para-Educator I (9.5mo/30hpw) $\$15.44$ hr $19 - 01$ $02/08/2021$ (9.5mo/2012)27.Cahuantzi, Kimberly P. (9.5mo/17.5hpw)MS Campus Supervisor (9.5mo/17.5hpw) $\$17.04$ hr $23 - 01$ $02/16/2021$ (9.5mo/2012)28.Castanon Moran, Maribel J.Para-Educator I (9.5mo/30hpw) $\$15.44$ hr $19 - 01$ $02/03/2021$ (9.5mo/2012)29.Di Padova, Rhonda J. Oran, Amanda E.Para-Educator I (9.5mo/30hpw) $\$17.04$ hr $23 - 01$ $01/25/2021$ (9.5mo/30hpw)30.Doran, Amanda E. (9.5mo/30hpw)Para-Educator I (9.5mo/30hpw) $\$15.44$ hr $19 - 01$ $02/08/2021$ (9.5mo/21.5hpw)31.Farinella Collinske, (9.5mo/32.5hpw)Para-Educator I (9.5mo/32.5hpw) $\$14.00$ hr $12 - 01$ $02/08/2021$ (9.5mo/32.5hpw)33.Hillebrand, Lisa M.Elem Student Supervisor (9.5mo/37.5hpw) $\$14.00$ hr $12 - 01$ $02/01/2021$ (9.5mo/31.5hpw)34.Jackson, Bailey R.Para-Educator II (9.5mo/30.5hpw) $\$15.44$ hr $19 - 01$ $02/18/2021$ (9.5mo/30.5hpw)35.Krikorian, Erin L.Para-Educator II (9.5mo/30.5hpw) $\$15.44$ hr $19 - 01$ $02/18/2021$ (9.5mo/30.5hpw)36.Le, Catherine D.Para-Educator I (9.5mo/30.5hpw) $\$15.44$ hr $19 - 01$ $02/18/2021$ (9.5mo/30.5hpw)37.Lervold, Emma E.Para-Educator I (9.5mo/30.5hpw) $\$15.44$ hr $19 - 01$ $02/18/2021$ (9.5mo/30.5hpw)38.Long, Jason L.Para-Educator I <b< td=""><td>25.</td><td>Boyd, Leanne D.</td><td>Para-Educator II</td><td>\$15.83 hr</td><td>20 - 01</td><td>02/01/2021</td></b<>	25.	Boyd, Leanne D.	Para-Educator II	\$15.83 hr	20 - 01	02/01/2021
27. Cahuantzi, Kimberly P.       MS Campus Supervisor (9.5mo/17.5hpw)       \$17.04 hr       23 - 01 $02/16/2021$ (9.5mo/2021         28. Castanon Moran, Maribel       Para-Educator I       \$15.44 hr       19 - 01 $02/03/2021$ 29. Di Padova, Rhonda J.       MS Campus Supervisor (9.5mo/17.5hpw)       \$17.04 hr       23 - 01 $01/25/2021$ 30. Doran, Amanda E.       Para-Educator I       \$15.44 hr       19 - 01 $02/08/2021$ 9. 5mo/30hpw)       \$15.44 hr       19 - 01 $02/08/2021$ 9. 5mo/30hpw)       \$15.44 hr       19 - 01 $01/04/2021$ 9. 5mo/30hpw)       \$15.44 hr       19 - 01 $01/04/2021$ 9. 5mo/32.5hpw)       \$15.64 hr       19 - 01 $02/08/2021$ 9. 5mo/17.5hpw)       \$12 - 01 $02/01/2021$ 9. 5mo/32.5hpw)       \$14.00 hr       12 - 01 $02/01/2021$ 9. 5mo/32.5hpw)       \$15.83 hr       20 - 01 $02/01/2021$ 9. 5mo/32.5hpw)       \$15.83 hr       20 - 01 $02/01/2021$ 9. 5mo/17.5hpw)       \$15.44 hr       19 - 01 $02/01/2021$ 9. 5mo/32.5hpw)       \$15.83 hr       20 - 01 $02/01/2021$ 9. 5mo/30hpw)       \$15.44 hr       19 - 01 <td>26.</td> <td>Brownson, Leah F.</td> <td>Para-Educator I</td> <td>\$15.44 hr</td> <td>19 - 01</td> <td>02/08/2021</td>	26.	Brownson, Leah F.	Para-Educator I	\$15.44 hr	19 - 01	02/08/2021
28. Castanon Moran, Maribel       Para-Educator I       \$15.44 hr       19 - 01       02/03/2021         Maribel       (9.5mo/30hpw)       \$17.04 hr       23 - 01       01/25/2021         J.       (9.5mo/17.5hpw)       \$15.44 hr       19 - 01       02/08/2021         30. Doran, Amanda E.       Para-Educator I       \$15.44 hr       19 - 01       02/08/2021         (9.5mo/30hpw)       \$15.44 hr       19 - 01       01/04/2021         Emily D.       (9.5mo/17.5hpw)       \$15.44 hr       19 - 01       01/04/2021         Emily D.       (9.5mo/17.5hpw)       \$19.26 hr       24 - 03       02/08/2021         (9.5mo/17.5hpw)       \$19.26 hr       12 - 01       02/01/2021         (9.5mo/17.5hpw)       \$16.63 hr       22 - 01       01/25/2021         (9.5mo/17.5hpw)       \$16.63 hr       22 - 01       01/25/2021         (9.5mo/17.5hpw)       \$16.63 hr       20 - 01       02/01/2021         (9.5mo/17.5hpw)       \$15.44 hr       19 - 01       02/01/2021         (9.5mo/30hpw)       \$16.63 hr       20 - 01       02/01/2021         (9.5mo/30hpw)       \$15.44 hr       19 - 01       02/01/2021         (9.5mo/30hpw)       \$15.44 hr       19 - 01       02/01/2021	27.		MS Campus Supervisor	\$17.04 hr	23 - 01	02/16/2021
29. Di Padova, Rhonda J.MS Campus Supervisor (9.5mo/17.5hpw)\$17.04 hr23 - 0101/25/202130. Doran, Amanda E. J.Para-Educator I (9.5mo/30hpw)\$15.44 hr19 - 0102/08/202131. Farinella Collinske, Emily D. (9.5mo/17.5hpw)Para-Educator I (9.5mo/17.5hpw)\$15.44 hr19 - 0101/04/202132. Galang, Jenel A. (9.5mo/22.5hpw)Para-Educator IV (9.5mo/32.5hpw)\$19.26 hr24 - 0302/08/202133. Hillebrand, Lisa M.Elem Student Supervisor (9.5mo/17.5hpw)\$14.00 hr12 - 0102/01/202134. Jackson, Bailey R. (9.5mo/17.5hpw)Para-Educator III (9.5mo/17.5hpw)\$15.83 hr20 - 0102/01/202135. Krikorian, Erin L. (9.5mo/17.5hpw)Para-Educator II (9.5mo/17.5hpw)\$15.44 hr19 - 0102/01/202136. Le, Catherine D. (9.5mo/30hpw)Para-Educator I (9.5mo/30hpw)\$15.44 hr19 - 0102/01/202137. Lervold, Emma E. (9.5mo/30hpw)Para-Educator I (9.5mo/32.5hpw)\$15.44 hr19 - 0102/01/202138. Long, Jason L. (9.5mo/32.5hpw)Para-Educator I (9.5mo/32.5hpw)\$15.44 hr19 - 0102/02/202139. Love, Svea C. (9.5mo/30hpw)Para-Educator I 	28.	Castanon Moran,	Para-Educator I	\$15.44 hr	19 - 01	02/03/2021
30.Doran, Amanda E.Para-Educator I\$15.44 hr $19 - 01$ $02/08/2021$ 31.Farinella Collinske, Emily D.Para-Educator I\$15.44 hr $19 - 01$ $01/04/2021$ 32.Galang, Jenel A.Para-Educator IV\$19.26 hr $24 - 03$ $02/08/2021$ 33.Hillebrand, Lisa M.Elem Student Supervisor\$14.00 hr $12 - 01$ $02/01/2021$ $(9.5mo/32.5hpw)$ $(9.5mo/32.5hpw)$ $(9.5mo/32.5hpw)$ $21 - 01$ $02/01/2021$ $(9.5mo/32.5hpw)$ $(9.5mo/32.5hpw)$ $22 - 01$ $01/25/2021$ 34.Jackson, Bailey R.Para-Educator III\$16.63 hr $22 - 01$ $01/25/2021$ $(9.5mo/32.5hpw)$ $(9.5mo/17.5hpw)$ $20 - 01$ $02/01/2021$ $(9.5mo/17.5hpw)$ $(9.5mo/17.5hpw)$ $20 - 01$ $02/01/2021$ $(9.5mo/17.5hpw)$ $(9.5mo/17.5hpw)$ $20 - 01$ $02/01/2021$ $(9.5mo/30hpw)$ $(9.5mo/30hpw)$ $19 - 01$ $02/01/2021$ $(9.5mo/32.5hpw)$ $(9.5mo/32.5hpw)$ $20 - 01$ $02/01/2021$ $(9.5mo/30hpw)$ $(9.5mo/30hpw)$ $20 - 01$ $02/01/2021$ $(9.5mo/32.5hpw)$ $(9.5mo/32.5hpw)$ $20 - 01$ $02/01/2021$ $(9.5mo/30hpw)$ $(9.5mo/30hpw)$ $20 - 01$ $02/01/2021$ $(9.5mo/30hpw)$ $(9.5mo/30hpw)$ $20 - 01$ $02/01/2021$ $(9.5mo/30hpw)$ $(9.5mo/30hpw)$ $22 - 01$ $02/16/2021$ $(9.5mo/30hpw)$ $(9.5mo/30hpw)$ $22 - 01$ $03/01/2021$ $(9.5mo/30hpw)$ $41.$ McManus, Darien<	29.	Di Padova, Rhonda	MS Campus Supervisor	\$17.04 hr	23 - 01	01/25/2021
31. Farinella Collinske, Emily D.Para-Educator I (9.5mo/17.5hpw)\$15.44 hr19 - 0101/04/202132. Galang, Jenel A.Para-Educator IV (9.5mo/32.5hpw)\$19.26 hr24 - 0302/08/2021 (9.5mo/32.5hpw)33. Hillebrand, Lisa M.Elem Student Supervisor (9.5mo/17.5hpw)\$14.00 hr12 - 0102/01/2021 (9.5mo/12.5hpw)34. Jackson, Bailey R.Para-Educator III (9.5mo/32.5hpw)\$16.63 hr22 - 0101/25/2021 (9.5mo/32.5hpw)35. Krikorian, Erin L.Para-Educator II (9.5mo/17.5hpw)\$15.44 hr19 - 0102/01/2021 (9.5mo/30.5hpw)36. Le, Catherine D.Para-Educator I (9.5mo/17.5hpw)\$15.44 hr19 - 0102/01/2021 (9.5mo/17.5hpw)37. Lervold, Emma E.Para-Educator I (9.5mo/17.5hpw)\$15.44 hr19 - 0102/01/2021 (9.5mo/30.5hpw)38. Long, Jason L.Para-Educator I (9.5mo/30.5hpw)\$15.44 hr19 - 0102/02/02/2021 (9.5mo/30.5hpw)39. Love, Svea C.Para-Educator I (9.5mo/30.5hpw)\$15.44 hr19 - 0102/02/2021 (9.5mo/32.5hpw)39. Love, Svea C.Para-Educator I (9.5mo/30.5hpw)\$15.44 hr19 - 0102/02/2021 (9.5mo/30.5hpw)40. Masetto, SaraPara-Educator II (9.5mo/30.5hpw)\$16.63 hr22 - 0102/16/2021 (9.5mo/30.5hpw)41. McManus, DarienPara-Educator III (9.5mo/30.5hpw)\$16.63 hr22 - 0103/01/2021 (9.5mo/30.5hpw)42. Mokoma, LiuilalaniElem Student Supervisor\$14.00 hr12 - 0101/28/2021	30.		Para-Educator I	\$15.44 hr	19 - 01	02/08/2021
32.Galang, Jenel A.Para-Educator IV $\$19.26$ hr $24 - 03$ $02/08/2021$ $(9.5mo/32.5hpw)$ 33.Hillebrand, Lisa M.Elem Student Supervisor $\$14.00$ hr $12 - 01$ $02/01/2021$ $(9.5mo/17.5hpw)$ 34.Jackson, Bailey R.Para-Educator III $\$16.63$ hr $22 - 01$ $01/25/2021$ $(9.5mo/32.5hpw)$ 35.Krikorian, Erin L.Para-Educator II $\$15.83$ hr $20 - 01$ $02/01/2021$ $(9.5mo/17.5hpw)$ 36.Le, Catherine D.Para-Educator I $\$15.44$ hr $19 - 01$ $02/18/2021$ $(9.5mo/30hpw)$ 37.Lervold, Emma E.Para-Educator I $\$15.44$ hr $19 - 01$ $02/01/2021$ $(9.5mo/17.5hpw)$ 38.Long, Jason L.Para-Educator II $\$15.83$ hr $20 - 01$ $02/10/2021$ $(9.5mo/32.5hpw)$ 39.Love, Svea C.Para-Educator I $\$15.44$ hr $19 - 01$ $02/02/2021$ $(9.5mo/30.5hpw)$ 39.Love, Svea C.Para-Educator I $\$15.44$ hr $19 - 01$ $02/02/2021$ $(9.5mo/30.5hpw)$ 40.Masetto, SaraPara-Educator I $\$15.44$ hr $19 - 01$ $02/02/2021$ $(9.5mo/30.5hpw)$ 41.McManus, DarienPara-Educator III $(9.5mo/30.5hpw)$ $\$16.63$ hr $22 - 01$ $03/01/2021$ $(9.5mo/30.5hpw)$ 42.Mokoma, LiuilalaniElem Student Supervisor $\$14.00$ hr $12 - 01$ $01/28/2021$	31.		Para-Educator I	\$15.44 hr	19 - 01	01/04/2021
33. Hillebrand, Lisa M.Elem Student Supervisor\$14.00 hr $12 - 01$ $02/01/2021$ (9.5mo/17.5hpw)34. Jackson, Bailey R.Para-Educator III (9.5mo/32.5hpw)\$16.63 hr $22 - 01$ $01/25/2021$ (9.5mo/32.5hpw)35. Krikorian, Erin L.Para-Educator II (9.5mo/17.5hpw)\$15.83 hr $20 - 01$ $02/01/2021$ (9.5mo/17.5hpw)36. Le, Catherine D.Para-Educator I (9.5mo/30hpw)\$15.44 hr $19 - 01$ $02/18/2021$ (9.5mo/17.5hpw)37. Lervold, Emma E.Para-Educator I (9.5mo/17.5hpw)\$15.83 hr $20 - 01$ $02/01/2021$ (9.5mo/17.5hpw)38. Long, Jason L.Para-Educator II (9.5mo/32.5hpw)\$15.83 hr $20 - 01$ $02/10/2021$ (9.5mo/32.5hpw)39. Love, Svea C.Para-Educator I (9.5mo/30hpw)\$15.44 hr $19 - 01$ $02/02/2021$ (9.5mo/30hpw)40. Masetto, SaraPara-Educator I (9.5mo/17.5hpw)\$16.63 hr $22 - 01$ $02/16/2021$ (9.5mo/30hpw)41. McManus, DarienPara-Educator III (9.5mo/30hpw)\$16.63 hr $22 - 01$ $03/01/2021$ (9.5mo/30hpw)42. Mokoma, LiuilalaniElem Student Supervisor \$14.00 hr\$14.00 hr $12 - 01$ $01/28/2021$	32.		Para-Educator IV	\$19.26 hr	24 - 03	02/08/2021
34. Jackson, Bailey R.Para-Educator III\$16.63 hr $22 - 01$ $01/25/2021$ (9.5mo/32.5hpw)35. Krikorian, Erin L.Para-Educator II\$15.83 hr $20 - 01$ $02/01/2021$ (9.5mo/17.5hpw)36. Le, Catherine D.Para-Educator I\$15.44 hr $19 - 01$ $02/18/2021$ (9.5mo/30hpw)37. Lervold, Emma E.Para-Educator I\$15.44 hr $19 - 01$ $02/01/2021$ (9.5mo/17.5hpw)38. Long, Jason L.Para-Educator II\$15.83 hr $20 - 01$ $02/10/2021$ (9.5mo/32.5hpw)39. Love, Svea C.Para-Educator I\$15.44 hr $19 - 01$ $02/02/2021$ (9.5mo/32.5hpw)39. Love, SaraPara-Educator I\$15.44 hr $19 - 01$ $02/02/2021$ (9.5mo/30hpw)40. Masetto, SaraPara-Educator III\$16.63 hr $22 - 01$ $02/16/2021$ (9.5mo/17.5hpw)41. McManus, DarienPara-Educator III\$16.63 hr $22 - 01$ $03/01/2021$ (9.5mo/30hpw)42. Mokoma, LiuilalaniElem Student Supervisor\$14.00 hr $12 - 01$ $01/28/2021$	33.	Hillebrand, Lisa M.	Elem Student Supervisor	\$14.00 hr	12 - 01	02/01/2021
35.Krikorian, Erin L.Para-Educator II $\$15.83 \text{ hr}$ $20 - 01$ $02/01/2021$ 36.Le, Catherine D.Para-Educator I $\$15.44 \text{ hr}$ $19 - 01$ $02/18/2021$ (9.5mo/30hpw)(9.5mo/30hpw) $\$15.44 \text{ hr}$ $19 - 01$ $02/01/2021$ 37.Lervold, Emma E.Para-Educator I $\$15.44 \text{ hr}$ $19 - 01$ $02/01/2021$ (9.5mo/17.5hpw) $\$15.44 \text{ hr}$ $19 - 01$ $02/01/2021$ (9.5mo/32.5hpw) $\$15.83 \text{ hr}$ $20 - 01$ $02/10/2021$ (9.5mo/32.5hpw) $\$15.44 \text{ hr}$ $19 - 01$ $02/02/2021$ (9.5mo/30.5hpw) $\$15.44 \text{ hr}$ $19 - 01$ $02/02/2021$ (9.5mo/30hpw) $\$16.63 \text{ hr}$ $22 - 01$ $02/16/2021$ (9.5mo/17.5hpw) $\$16.63 \text{ hr}$ $22 - 01$ $03/01/2021$ 41.McManus, DarienPara-Educator III $\$16.63 \text{ hr}$ $22 - 01$ $03/01/2021$ (9.5mo/30hpw) $\$14.00 \text{ hr}$ $12 - 01$ $01/28/2021$	34.	Jackson, Bailey R.	Para-Educator III	\$16.63 hr	22 - 01	01/25/2021
36. Le, Catherine D.Para-Educator I (9.5mo/30hpw)\$15.44 hr19 - 01 $02/18/2021$ (9.201/2021 (9.5mo/17.5hpw)37. Lervold, Emma E.Para-Educator I (9.5mo/17.5hpw)\$15.44 hr19 - 01 $02/01/2021$ (9.5mo/17.5hpw)38. Long, Jason L.Para-Educator II (9.5mo/32.5hpw)\$15.83 hr $20 - 01$ $02/10/2021$ (9.5mo/32.5hpw)39. Love, Svea C.Para-Educator I (9.5mo/30hpw)\$15.44 hr $19 - 01$ $02/02/2021$ (9.5mo/30hpw)40. Masetto, SaraPara-Educator III (9.5mo/17.5hpw)\$16.63 hr $22 - 01$ $02/16/2021$ (9.5mo/17.5hpw)41. McManus, DarienPara-Educator III (9.5mo/30hpw)\$16.63 hr $22 - 01$ $03/01/2021$ (9.5mo/30hpw)42. Mokoma, LiuilalaniElem Student Supervisor \$14.00 hr\$12 - 01 $01/28/2021$	35.	Krikorian, Erin L.	Para-Educator II	\$15.83 hr	20 - 01	02/01/2021
37.Lervold, Emma E.Para-Educator I $\$15.44 \text{ hr}$ $19 - 01$ $02/01/2021$ 38.Long, Jason L.Para-Educator II $\$15.83 \text{ hr}$ $20 - 01$ $02/10/2021$ 39.Love, Svea C.Para-Educator I $\$15.44 \text{ hr}$ $19 - 01$ $02/02/2021$ 40.Masetto, SaraPara-Educator III $\$16.63 \text{ hr}$ $22 - 01$ $02/16/2021$ 41.McManus, DarienPara-Educator III $\$16.63 \text{ hr}$ $22 - 01$ $03/01/2021$ 42.Mokoma, LiuilalaniElem Student Supervisor $\$14.00 \text{ hr}$ $12 - 01$ $01/28/2021$	36.	Le, Catherine D.	Para-Educator I	\$15.44 hr	19 - 01	02/18/2021
38. Long, Jason L.Para-Educator II $\$15.83 \text{ hr}$ 20 - 01 $02/10/2021$ 39. Love, Svea C.Para-Educator I $\$15.44 \text{ hr}$ $19 - 01$ $02/02/2021$ (9.5mo/30hpw)999 $02/10/2021$ 40. Masetto, SaraPara-Educator III $\$16.63 \text{ hr}$ $22 - 01$ $02/16/2021$ (9.5mo/17.5hpw)99 $02/16/2021$ 41. McManus, DarienPara-Educator III $\$16.63 \text{ hr}$ $22 - 01$ $03/01/2021$ (9.5mo/30hpw)9 $02/16/2021$ $03/01/2021$ 42. Mokoma, LiuilalaniElem Student Supervisor $\$14.00 \text{ hr}$ $12 - 01$ $01/28/2021$	37.	Lervold, Emma E.	Para-Educator I	\$15.44 hr	19 - 01	02/01/2021
39. Love, Svea C.Para-Educator I (9.5mo/30hpw) $\$15.44 \text{ hr}$ 19 - 01 $02/02/2021$ 40. Masetto, SaraPara-Educator III (9.5mo/17.5hpw) $\$16.63 \text{ hr}$ (9.5mo/17.5hpw) $22 - 01$ $02/16/2021$ 41. McManus, DarienPara-Educator III (9.5mo/30hpw) $\$16.63 \text{ hr}$ (9.5mo/30hpw) $22 - 01$ $03/01/2021$ 42. Mokoma, LiuilalaniElem Student Supervisor (9.5mo/30hpw) $\$14.00 \text{ hr}$ $12 - 01$ $01/28/2021$	38.	Long, Jason L.	Para-Educator II	\$15.83 hr	20 - 01	02/10/2021
40. Masetto, Sara       Para-Educator III       \$16.63 hr       22 - 01       02/16/2021         40. Masetto, Sara       Para-Educator III       \$16.63 hr       22 - 01       02/16/2021         41. McManus, Darien       Para-Educator III       \$16.63 hr       22 - 01       03/01/2021         42. Mokoma, Liuilalani       Elem Student Supervisor       \$14.00 hr       12 - 01       01/28/2021	39.	Love, Svea C.	Para-Educator I	\$15.44 hr	19 - 01	02/02/2021
41. McManus, Darien       Para-Educator III       \$16.63 hr       22 - 01       03/01/2021         42. Mokoma, Liuilalani       Elem Student Supervisor       \$14.00 hr       12 - 01       01/28/2021	40.	Masetto, Sara	Para-Educator III	\$16.63 hr	22 - 01	02/16/2021
42. Mokoma, Liuilalani Elem Student Supervisor \$14.00 hr 12 - 01 01/28/2021	41.	McManus, Darien	Para-Educator III	\$16.63 hr	22 - 01	03/01/2021
	42.		Elem Student Supervisor	\$14.00 hr	12 - 01	01/28/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

# APPROVE EMPLOYMENT (Cont.)

$\begin{array}{cccccccccccccccccccccccccccccccccccc$	<u>Name</u>		Position- Part Time	Salary	Range <u>Step</u>	Effective <u>Date</u>
44. Roberts, Tracey W.       Para-Educator I       \$17.02 hr       19 - 03       01/21/202         45. Schuttera, Sara E.       Para-Educator II       \$15.83 hr       20 - 01       02/08/202         46. Siegel, Julia E.       Para-Educator I       \$15.44 hr       19 - 01       02/01/202         47. Watson, Elizabeth       Elem Student Supervisor       \$14.00 hr       12 - 01       02/08/202         48. Whaley, Jennifer M.       Elem Student Supervisor       \$14.00 hr       12 - 01       02/08/202         49. Zarendi, Helen       Elem Student Supervisor       \$14.00 hr       12 - 01       02/05/202         49. Zarendi, Helen       Elem Student Supervisor       \$14.00 hr       12 - 01       02/05/202         50. Buloushi, Sarah       IBI Asst/Tutor       \$3,864.25 mo       24 - 06       01/25/202         51. Armienti, Roseann       Sub MS Library Media       \$18.35 hr       26 - 01       01/04/202         51. Armienti, Roseann       Sub Para-Educator II       \$15.83 hr       20 - 01       02/01/202         53. Barrera Castaneda, Anthony S.       Sub Para-Educator II       \$16.63 hr       22 - 01       01/27/202         54. Barrera Castaneda, Anthony S.       Sub Para-Educator II       \$15.83 hr       20 - 01       02/10/202         55. Bilen, Lauren D.	43.	Reyes, Olivia M.		\$15.44 hr	19 - 01	02/08/2021
45.       Schuttera, Sara E.       Para-Educator II       \$15.83 hr       20 - 01       02/08/202         46.       Siegel, Julia E.       Para-Educator I       \$15.44 hr       19 - 01       02/01/202         47.       Watson, Elizabeth       Elem Student Supervisor       \$14.00 hr       12 - 01       02/04/202         48.       Whaley, Jennifer M.       Elem Student Supervisor       \$14.00 hr       12 - 01       02/05/202         49.       Zarendi, Helen       Elem Student Supervisor       \$14.00 hr       12 - 01       02/05/202         49.       Zarendi, Helen       Elem Student Supervisor       \$14.00 hr       12 - 01       02/05/202         9.       Starendi, Helen       Elem Student Supervisor       \$14.00 hr       12 - 01       02/05/202         9.       Sumo/17.5hpw)       \$14.00 hr       12 - 01       02/05/202         9.       Buloushi, Sarah       IBI Asst/Tutor       \$3,864.25 mo       24 - 06       01/25/202         9.       Sub Stitute       Salary       Step       Date         51.       Armienti, Roseann       Sub MS Library Media       \$18.35 hr       26 - 01       01/04/202         9.       Sub Mara-Educator II       \$15.83 hr       20 - 01       02/01/202       02/01/202	44.	Roberts, Tracey W.	Para-Educator I	\$17.02 hr	19 - 03	01/21/2021
46. Siegel, Julia E.       Para-Educator I       \$15.44 hr $19 - 01$ $02/01/202$ 47. Watson, Elizabeth       Elem Student Supervisor       \$14.00 hr $12 - 01$ $02/04/202$ 48. Whaley, Jennifer M.       Elem Student Supervisor       \$14.00 hr $12 - 01$ $02/08/202$ 49. Zarendi, Helen       Elem Student Supervisor       \$14.00 hr $12 - 01$ $02/08/202$ 49. Zarendi, Helen       Elem Student Supervisor       \$14.00 hr $12 - 01$ $02/05/202$ 50. Buloushi, Sarah       IBI Asst/Tutor       \$3,864.25 mo $24 - 06$ $01/25/202$ 50. Buloushi, Sarah       IBI Asst/Tutor       \$3,864.25 mo $24 - 06$ $01/25/202$ 51. Armienti, Roseann       Sub MS Library Media       \$18.35 hr $26 - 01$ $01/04/202$ 52. Barrera Castaneda,       Sub Para-Educator II       \$15.83 hr $20 - 01$ $02/01/202$ 53. Barrera Castaneda,       Sub Para-Educator III       \$16.63 hr $22 - 01$ $01/27/202$ 54. Barrera Castaneda,       Sub Para-Educator III       \$15.83 hr $20 - 01$ $02/01/202$ 55. Bilen, Lauren D.       Sub Para-Educator II       \$15.83 hr $20 - 01$ $02/01/202$	45.	Schuttera, Sara E.	Para-Educator II	\$15.83 hr	20 - 01	02/08/2021
47. Watson, Elizabeth       Elem Student Supervisor       \$14.00 hr $12 - 01$ $02/04/202$ 48. Whaley, Jennifer M.       Elem Student Supervisor       \$14.00 hr $12 - 01$ $02/08/202$ 49. Zarendi, Helen       Elem Student Supervisor       \$14.00 hr $12 - 01$ $02/05/202$ 49. Zarendi, Helen       Elem Student Supervisor       \$14.00 hr $12 - 01$ $02/05/202$ Name       Recall from Layoff       Salary       Step       Date         50. Buloushi, Sarah       IBI Asst/Tutor       \$3,864.25 mo $24 - 06$ $01/25/202$ 51. Armienti, Roseann       Sub MS Library Media       \$18.35 hr $26 - 01$ $01/04/202$ 51. Armienti, Roseann       Sub Para-Educator II       \$15.83 hr $20 - 01$ $02/01/202$ 53. Barrera Castaneda, Anthony S.       Sub Para-Educator III       \$16.63 hr $22 - 01$ $01/27/202$ 54. Barrera Castaneda, Anthony S.       Sub Para-Educator II       \$15.83 hr $20 - 01$ $02/01/202$ 55. Bilen, Lauren D.       Sub Para-Educator II       \$15.83 hr $20 - 01$ $02/01/202$ 56. Bilen, Lauren D.       Sub Para-Educator I       \$15.44 hr       19 - 01 $02/01/202$ <t< td=""><td>46.</td><td>Siegel, Julia E.</td><td>Para-Educator I</td><td>\$15.44 hr</td><td>19 - 01</td><td>02/01/2021</td></t<>	46.	Siegel, Julia E.	Para-Educator I	\$15.44 hr	19 - 01	02/01/2021
48. Whaley, Jennifer M.       Elem Student Supervisor       \$14.00 hr $12 - 01$ $02/08/202$ 49. Zarendi, Helen       Elem Student Supervisor       \$14.00 hr $12 - 01$ $02/05/202$ 49. Zarendi, Helen       Elem Student Supervisor       \$14.00 hr $12 - 01$ $02/05/202$ Name       Recall from Layoff       Salary       Step       Date         50. Buloushi, Sarah       IBI Asst/Tutor       \$3,864.25 mo $24 - 06$ $01/25/202$ Name       Position-       Range       Effective         Name       Substitute       Salary       Step       Date         51. Armienti, Roseann       Sub MS Library Media $$18.35 hr$ $26 - 01$ $01/04/202$ 52. Barrera Castaneda, Anthony S.       Sub Para-Educator II       \$15.83 hr $20 - 01$ $02/01/202$ 53. Bilen, Lauren D.       Sub Para-Educator IV       \$17.47 hr $24 - 01$ $01/27/202$ 54. Barrera Castaneda, Anthony S.       Sub Para-Educator II       \$15.83 hr $20 - 01$ $02/10/202$ 55. Bilen, Lauren D.       Sub Para-Educator II       \$15.83 hr $20 - 01$ $02/10/202$ 56. Bilen, Lauren D.       Sub Para-Educator I       \$15.44 hr       1	47.	Watson, Elizabeth	Elem Student Supervisor	\$14.00 hr	12 - 01	02/04/2021
49. Zarendi, Helen       Elem Student Supervisor       \$14.00 hr $12 - 01$ $02/05/202$ Name       Range       Effective         50. Buloushi, Sarah       IBI Asst/Tutor $$3,864.25 \text{ mo}$ $24 - 06$ $01/25/202$ Name       Position-       Range       Effective       Substitute       Salary $24 - 06$ $01/25/202$ Name       Position-       Range       Effective       Substitute       Salary       Step       Date         51. Armienti, Roseann       Sub MS Library Media       \$18.35 hr $26 - 01$ $01/04/202$ 52. Barrera Castaneda,       Sub Para-Educator II       \$15.83 hr $20 - 01$ $02/01/202$ 53. Barrera Castaneda,       Sub Para-Educator III       \$16.63 hr $22 - 01$ $01/27/202$ 54. Barrera Castaneda,       Sub Para-Educator IV       \$17.47 hr $24 - 01$ $01/27/202$ 55. Bilen, Lauren D.       Sub Para-Educator I       \$15.83 hr $20 - 01$ $02/10/202$ 57. Castillo, Everardo       Sub Custodian       \$18.35 hr $26 - 01$ $02/10/202$ 58. Davies, Jessica E.       Sub LUVN       \$20.26 hr $30 - 01$ $02/10/202$ 59. Duarte, Jo	48.	Whaley, Jennifer M.	Elem Student Supervisor	\$14.00 hr	12 - 01	02/08/2021
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Name         Substitute         Salary         Step         Date           51.         Armienti, Roseann A.         Sub MS Library Media Cntr Tech         \$18.35 hr $26 - 01$ $01/04/202$ 06/03/202           52.         Barrera Castaneda,Anthony S.         Sub Para-Educator II         \$15.83 hr $20 - 01$ $02/01/20202/01/202           53.         Barrera Castaneda,Anthony S.         Sub Para-Educator III         $16.63 hr         22 - 01 01/27/20201/27/202           54.         Barrera Castaneda,Anthony S.         Sub Para-Educator IV         $17.47 hr         24 - 01 01/27/202           55.         Bilen, Lauren D.         Sub Para-Educator II         $15.83 hr         20 - 01 02/10/202           56.         Bilen, Lauren D.         Sub Para-Educator II         $15.44 hr         19 - 01 02/10/202           57.         Castillo, Everardo         Sub Custodian         $18.35 hr         26 - 01 02/10/202           58.         Davies, Jessica E.         Sub LVN         $20.26 hr         30 - 01 01/28/202           59.         Duarte, Jonathan D.         Sub Groundskeeper         $18.81 hr         27 - 01 02/04/202           60.         Ellis, Donnie L.         Sub $	50.	Buloushi, Sarah		\$3,864.25 mo	24 - 06	01/25/2021
A.       Cntr Tech $06/03/202$ 52.       Barrera Castaneda, Anthony S.       Sub Para-Educator II       \$15.83 hr $20 - 01$ $02/01/202$ 53.       Barrera Castaneda, Anthony S.       Sub Para-Educator III       \$16.63 hr $22 - 01$ $01/27/202$ 54.       Barrera Castaneda, Anthony S.       Sub Para-Educator IV       \$17.47 hr $24 - 01$ $01/27/202$ 55.       Bilen, Lauren D.       Sub Para-Educator II       \$15.83 hr $20 - 01$ $02/10/202$ 56.       Bilen, Lauren D.       Sub Para-Educator I       \$15.44 hr $19 - 01$ $02/01/202$ 57.       Castillo, Everardo       Sub Custodian       \$18.35 hr $26 - 01$ $02/01/202$ 58.       Davies, Jessica E.       Sub LVN       \$20.26 hr $30 - 01$ $01/28/202$ 59.       Duarte, Jonathan D.       Sub Groundskeeper       \$18.81 hr $27 - 01$ $02/04/202$ 60.       Ellis, Donnie L.       Sub Para-Educator II       \$15.83 hr $20 - 01$ $01/11/202$ 61.       Ellis, Donnie L.       Sub Para-Educator IV       \$17.47 hr $24 - 01$ $01/11/202$	<u>Name</u>			<u>Salary</u>	÷	
Anthony S.         53.       Barrera Castaneda, Anthony S.       Sub Para-Educator III       \$16.63 hr       22 - 01       01/27/202         54.       Barrera Castaneda, Anthony S.       Sub Para-Educator IV       \$17.47 hr       24 - 01       01/27/202         55.       Bilen, Lauren D.       Sub Para-Educator II       \$15.83 hr       20 - 01       02/10/202         56.       Bilen, Lauren D.       Sub Para-Educator I       \$15.44 hr       19 - 01       02/10/202         57.       Castillo, Everardo       Sub Custodian       \$18.35 hr       26 - 01       02/01/202         58.       Davies, Jessica E.       Sub LVN       \$20.26 hr       30 - 01       01/28/202         59.       Duarte, Jonathan D.       Sub Groundskeeper       \$18.81 hr       27 - 01       02/04/202         60.       Ellis, Donnie L.       Sub Para-Educator II       \$15.83 hr       20 - 01       01/11/202         61.       Ellis, Donnie L.       Sub Para-Educator IV       \$17.47 hr       24 - 01       01/11/202	51.		•	\$18.35 hr	26 - 01	01/04/2021- 06/03/2021
<ul> <li>53. Barrera Castaneda, Sub Para-Educator III \$16.63 hr</li> <li>54. Barrera Castaneda, Sub Para-Educator IV \$17.47 hr</li> <li>55. Bilen, Lauren D. Sub Para-Educator II \$15.83 hr</li> <li>56. Bilen, Lauren D. Sub Para-Educator I \$15.44 hr</li> <li>57. Castillo, Everardo Sub Custodian \$18.35 hr</li> <li>58. Davies, Jessica E. Sub LVN \$20.26 hr</li> <li>59. Duarte, Jonathan D. Sub Groundskeeper \$18.81 hr</li> <li>59. Duarte, Jonathan D. Sub Para-Educator II \$15.83 hr</li> <li>50. Ellis, Donnie L. Sub Para-Educator II \$15.83 hr</li> <li>51. Sub Para-Educator II \$15.83 hr</li> <li>52. Castillo, Everardo \$20.01 02/10/202</li> <li>53. Davies, Jessica E. Sub LVN \$20.26 hr</li> <li>54. Sub Para-Educator II \$15.83 hr</li> <li>55. Davies, Jessica E. Sub LVN \$20.26 hr</li> <li>56. Ellis, Donnie L. Sub Para-Educator II \$15.83 hr</li> <li>57. Castillo, Donnie L. Sub Para-Educator II \$15.83 hr</li> <li>58. Davies, Jessica E. Sub LVN \$20.26 hr</li> <li>59. Duarte, Jonathan D. Sub Groundskeeper \$18.81 hr</li> <li>51. Sub Para-Educator II \$15.83 hr</li> <li>51. Sub Para-Educator II \$15.83 hr</li> <li>52. Castilio, Donnie L. Sub Para-Educator II \$15.83 hr</li> <li>53. Castilio, Donnie L. Sub Para-Educator II \$15.83 hr</li> <li>54. Sub Para-Educator IV \$17.47 hr</li> <li>55. Sub Para-Educator IV \$17.47 hr</li> <li>56. Sub Para-Educator IV \$17.47 hr</li> </ul>	52.		Sub Para-Educator II	\$15.83 hr	20 - 01	02/01/2021
Anthony S.55.Bilen, Lauren D.Sub Para-Educator II\$15.83 hr20 - 0102/10/20256.Bilen, Lauren D.Sub Para-Educator I\$15.44 hr19 - 0102/10/20257.Castillo, EverardoSub Custodian\$18.35 hr26 - 0102/01/20258.Davies, Jessica E.Sub LVN\$20.26 hr30 - 0101/28/20259.Duarte, Jonathan D.Sub Groundskeeper\$18.81 hr27 - 0102/04/20260.Ellis, Donnie L.Sub Para-Educator II\$15.83 hr20 - 0101/11/20261.Ellis, Donnie L.Sub Para-Educator IV\$17.47 hr24 - 0101/11/202	53.	Barrera Castaneda,	Sub Para-Educator III	\$16.63 hr	22 - 01	01/27/2021
56.       Bilen, Lauren D.       Sub Para-Educator I       \$15.44 hr       19 - 01       02/10/202         57.       Castillo, Everardo       Sub Custodian       \$18.35 hr       26 - 01       02/01/202         58.       Davies, Jessica E.       Sub LVN       \$20.26 hr       30 - 01       01/28/202         59.       Duarte, Jonathan D.       Sub Groundskeeper       \$18.81 hr       27 - 01       02/04/202         60.       Ellis, Donnie L.       Sub Para-Educator II       \$15.83 hr       20 - 01       01/11/202         61.       Ellis, Donnie L.       Sub Para-Educator IV       \$17.47 hr       24 - 01       01/11/202	54.		Sub Para-Educator IV	\$17.47 hr	24 - 01	01/27/2021
57. Castillo, Everardo       Sub Custodian       \$18.35 hr       26 - 01       02/01/202         58. Davies, Jessica E.       Sub LVN       \$20.26 hr       30 - 01       01/28/202         59. Duarte, Jonathan D.       Sub Groundskeeper       \$18.81 hr       27 - 01       02/04/202         60. Ellis, Donnie L.       Sub Para-Educator II       \$15.83 hr       20 - 01       01/11/202         61. Ellis, Donnie L.       Sub Para-Educator IV       \$17.47 hr       24 - 01       01/11/202	55.	Bilen, Lauren D.		\$15.83 hr	20 - 01	02/10/2021
58. Davies, Jessica E.       Sub LVN       \$20.26 hr       30 - 01       01/28/202         59. Duarte, Jonathan D.       Sub Groundskeeper       \$18.81 hr       27 - 01       02/04/202         60. Ellis, Donnie L.       Sub Para-Educator II       \$15.83 hr       20 - 01       01/11/202         61. Ellis, Donnie L.       Sub Para-Educator IV       \$17.47 hr       24 - 01       01/11/202		,				02/10/2021
59. Duarte, Jonathan D.       Sub Groundskeeper       \$18.81 hr       27 - 01       02/04/202         60. Ellis, Donnie L.       Sub Para-Educator II       \$15.83 hr       20 - 01       01/11/202         61. Ellis, Donnie L.       Sub Para-Educator IV       \$17.47 hr       24 - 01       01/11/202						02/01/2021
60. Ellis, Donnie L.       Sub Para-Educator II       \$15.83 hr       20 - 01       01/11/202         61. Ellis, Donnie L.       Sub Para-Educator IV       \$17.47 hr       24 - 01       01/11/202						01/28/2021
61. Ellis, Donnie L.       Sub Para-Educator IV       \$17.47 hr       24 - 01       01/11/202			-			
62. Erakat, Nadia H. Sub Elem Student \$14.00 hr 12 - 01 02/04/202 Supervisor						

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

### **APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>		Position- <u>Substitute</u>	<u>Salary</u>	Range <u>Step</u>	Effective Date
63.	Gates, Camisha N.	Sub Elem Student Supervisor	\$14.00 hr	12 - 01	01/27/2021
64.	Geyer, Jessica M.	Sub Para-Educator II	\$15.83 hr	20 - 01	02/10/2021
65.	Geyer, Jessica M.	Sub Para-Educator III	\$16.63 hr	22 - 01	02/10/2021
66.	Geyer, Jessica M.	Sub Para-Educator IV	\$17.47 hr	24 - 01	02/10/2021
67.	Hernandez, Isela J.	Sub Para-Educator III	\$16.63 hr	22 - 01	01/21/2021
68.	Hernandez, Isela J.	Sub Para-Educator IV	\$17.47 hr	24 - 01	01/21/2021
69.	Hernandez, Paolo S.	Sub Elem Student Supervisor	\$14.00 hr	12 - 01	01/23/2021
70.	Hurt, Olivia R.	Sub Para-Educator I	\$15.44 hr	19 - 01	01/21/2021
71.	Hurt, Olivia R.	Sub Para-Educator II	\$15.83 hr	20 - 01	01/21/2021
72.	Hurt, Olivia R.	Sub Para-Educator III	\$16.63 hr	22 - 01	01/21/2021
73.	Hurt, Olivia R.	Sub Para-Educator IV	\$17.47 hr	24 - 01	01/21/2021
74.	Mendoza, Ruben	Sub Custodian	\$18.35 hr	26 - 01	02/04/2021
75.	Sidhu, Elizabeth M.	Sub Clerk	\$17.04 hr	23 - 01	01/04/2021-
					03/31/2021
76.	Thomas, Theresa L.	Sub MS Campus	\$17.04 hr	23 - 01	12/11/2020
		Supervisor			
		Position-		Range	Effective
<u>Name</u>		Short Term	<u>Salary</u>	Step	<u>Dates</u>
77.	Gilman, Wendy K.	Testing Asst	\$14.50 hr		02/01/2021- 05/31/2021
78.	Herrera, Laura	Testing Asst	\$14.50 hr		02/01/2021- 02/17/2021
79.	Newman, Deirdre H.	Testing Asst	\$14.50 hr		02/04/2021- 05/31/2021
80.	Ramirez Moreno,	Testing Asst	\$14.50 hr		02/01/2021-
81.	Miriam L. Ung, Ashley	Testing Asst	\$14.50 hr		05/31/2021 02/16/2021- 05/31/2021

# APPROVE CO-CURRICULAR ASSIGNMENT

Name	Position	Location	<u>Salary</u>	Effective Dates
82. Arneson, James R.	Basketball, Girls' Varsity (Head)	Tesoro High School	\$3,963.00	03/01/2021- 05/22/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

# APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)

Name	Position	Location	<u>Salary</u>	Effective <u>Dates</u>
83. Eaton, Patrick P.	Volleyball, Girls' Varsity (Asst)	Tesoro High School	\$2,973.00	12/01/2020- 02/20/2021
84. Eaton, Patrick P.	Volleyball, Boys' Varsity (Asst)	Tesoro High School	\$2,973.00	03/01/2021- 05/07/2021
85. Jacobe, Doug	Water Polo, Boys' (Asst)	Dana Hills High School	\$2,477.00	01/13/2021- 02/18/2021
86. Kennedy, Kelley A.	Pep Squad, HS	San Juan Hills High School	\$3,468.00	01/04/2021- 06/04/2021
87. Mott, Lauren E.	Safety/Equipment	Aliso Niguel High School	\$7,927.00	08/14/2020- 12/17/2020
88. Prodanovich, David J.	Swimming, Girls' Varsity (Asst)	Tesoro High School	\$2,973.00	03/01/2021- 05/22/2021
89. Sullivan, Abigail	Swimming, Girls' Varsity (Asst)	Dana Hills High School	\$2,973.00	03/01/2021- 05/02/2021
90. Talley, Spencer A.	Volleyball, Girls' (Asst)	Tesoro High School	\$2,477.00	12/01/2020- 02/20/2021
91. Wilson, Tracy	Cross Country, Girls' (Asst)	Dana Hills High School	\$2,477.00	01/08/2021- 03/05/2021

#### APPROVE ASB ASSIGNMENT

Name	Position	Location	<u>Salary</u>	Effective Date(s)
92. Awender, Rich	Baseball, (Asst)	San Juan Hills High School	\$1,000.00	11/30/2020- 02/28/2021
93. Barry, Marissa R.	Soccer, Girls' (Asst)	San Juan Hills High School	\$500.00	11/10/2020- 02/09/2021
94. Bowen, Eric M.	Soccer, Boys' (Asst)	Dana Hills High School	\$1,000.00	01/05/2021- 03/01/2021
95. Bustamante, Ashley M.	Soccer, Boys' (Asst)	Dana Hills High School	\$1,000.00	01/05/2021- 03/01/2021
96. Cheo, Ryan K.	Baseball, Varsity (Asst)	Capistrano Valley High School	\$3,468.00	11/01/2020- 01/31/2021
97. Crow, William T.	Volleyball, Boys' JV (Asst)	Aliso Niguel High School	\$3,000.00	01/01/2021- 06/10/2021
98. Cummins, Arianna L.	Swimming, Girls' (Asst)	Tesoro High School	\$2,405.00	03/01/2021- 05/22/2021
99. Dykstra, Jessica A.	Swimming, Girls' (Asst)	San Clemente High School	\$1,200.00	02/04/2021- 03/05/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

# APPROVE ASB ASSIGNMENT (Cont.)

<u>Name</u>	Position	Location	<u>Salary</u>	Effective Date(s)
		Location	•	
100. Gabelsberg, Mark L.	Lacrosse, Girls' (Asst)	San Juan Hills High	\$500.00	10/10/2020-
		School		02/09/2021
101. Hazen, Abby E.	Soccer, Girls' (Asst)	San Juan Hills High	\$500.00	11/10/2020-
		School		02/09/2021
102. Hirsch, Ivan E.	Athletic Trainer	San Clemente High	\$15,000.00	02/04/2021-
		School	¢1.000.00	06/30/2021
103. Jabbour, Keeon E.	Water Polo, Boys'	San Juan Hills High	\$1,000.00	01/15/2021-
104 Vanna las Vallas A	Varsity (Asst)	School	¢1 500 00	03/09/2021
104. Kennedy, Kelley A.	Cheer, Varsity (Head)	San Juan Hills High	\$1,500.00	08/18/2020-
105 Lonham Donnatt	Second Cirle! (A set)	School	\$500.00	06/09/2021
105. Lanham-Bennett, Hannah E.	Soccer, Girls' (Asst)	San Juan Hills High School	\$500.00	11/10/2020- 02/09/2021
106. Manning, Conner S.	Football, Varsity (Asst)	San Juan Hills High	\$850.00	01/02/2021-
100. Maining, Conner S.	Football, Valsity (Asst)	School	\$850.00	01/02/2021-03/01/2021
107. Marx, Trisha W.	Volleyball, Boys' JV	Tesoro High School	\$2,886.00	03/01/2021-
	(Head)	resord ringil School	\$2,000.00	05/07/2021
108. McCrary, Ethan S.	Volleyball, Boys'	Capistrano Valley	\$2,973.00	02/05/2021-
100. Meetary, Editary.	Varsity (Asst)	High School	<i>\\\\</i> 2, <i>\\</i> 75.00	02/28/2021
109. Murray, Christopher	Soccer, Boys' (Asst)	San Juan Hills High	\$2,200.00	11/10/2020-
S.		School	+_,_ • • • • •	03/11/2021
110. Paulson, Adam M.	Baseball, (Asst)	San Juan Hills High	\$1,500.00	11/30/2020-
,		School	. ,	02/28/2021
111. Pfeuffer, Bruce E.	Football, (Asst)	Dana Hills High	\$600.00	01/15/2021-
		School		02/01/2021
112. Rawlings, Stewart A.	Baseball, (Asst)	San Juan Hills High	\$1,500.00	11/30/2020-
		School		02/28/2021
113. Romero, James G.	Baseball, (Asst)	San Juan Hills High	\$1,000.00	11/30/2020-
		School		02/28/2021
114. Salter, Bianca M.	Cheer (Asst)	San Juan Hills High	\$850.00	02/01/2021-
		School		06/09/2021
115. Skolnik, Matthew J.	Volleyball, Boys'	Tesoro High School	\$2,886.00	03/01/2021-
~	Varsity (Asst)	~ ~ ~ ~ ~ ~ ~ ~ ~ ~	** *** ***	05/07/2021
116. Spiers, Mitchel W.	Baseball, Varsity (Asst)	San Juan Hills High	\$2,000.00	11/30/2020-
		School	¢10,000,00	02/28/2021
117. Stuart, Cris A.	Cheer, Varsity (Head)	Dana Hills High	\$10,000.00	01/05/2021-
		School	¢500.00	06/05/2021
118. Tindall, John T.	Lacrosse, Girls' (Asst)	San Juan Hills High School	\$500.00	10/10/2020-
110 Valazavaz Samuel	Socor Boys! (Asst)		\$800.00	02/09/2021
119. Velazquez, Samuel	Soccer, Boys' (Asst)	San Juan Hills High School	φουυ.υυ	11/10/2020- 02/11/2021
		501001		02/11/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

### APPROVE ASB ASSIGNMENT (Cont.)

Name	Position	Location	<u>Salary</u>	Effective Date(s)
120. Wasserbach, Remy	Football, Varsity (Asst)	Aliso Niguel High School	\$3,000.00	02/02/2021- 04/10/2021

# **APPROVE PROMOTION**

Name		Former Position	Promotion	Range <u>Step</u>	Effective Date(s)
<u>121.</u>	Downoh Koisho N	Food Service Worker	Para-Educator II	<u>500 -</u> 20 - 01	<u>Dute(3)</u> 02/24/2021
121.	Bawuah, Keisha N.	(9.5mo/30hpw)	(9.5 mo/32.5 hpw)	20-01	02/24/2021
122.	Bonilla, Maria L.	Para-Educator II (9.5mo/30hpw)	Blngl Community Srvcs Liaison	23 - 03	02/09/2021
		().5mb/50mpw)	(9.5mo/30hpw)		
123.	Boshman, Maria L.	Elem Student Supervisor	MS Campus	23 - 01	02/03/2021
		(9.5mo/17.5hpw)	Supervisor		
			(9.5mo/17.5hpw)		
124.	Duzan, Elizabeth	Para-Educator II	Para-Educator III	22 - 04	01/25/2021
		(9.5mo/17.5hpw)	(9.5mo/30hpw)	•••	01/10/2021
125.	Enciso, Jorge A.	Food Service Worker	Storekeeper/Delivery	28 - 02	01/19/2021-
		(9.5mo/30hpw)	Driver		01/26/2021
100	Hamilton Cindry C	Stonelinen m/Delinem	(Temp/40hpw)	26 10	02/00/2021
126.	Hamilton, Cindy S.	Storekeeper/Delivery Driver	Lead Warehouse Worker (TIS)	36 - 10	02/09/2021
		(12mo/40hpw)	(12mo/40hpw)		
127.	Kirby, Crystal M.	Food Service Worker	Food Service Elem	16 - 02	01/20/2021
127.	Kiloy, Crystar Wi.	(9.5 mo/15 hpw)	Cashier	10 02	01/20/2021
		().5.110, 10.12	(9.5mo/17.5hpw)		
128.	Mejia, Anabel	Food Service Worker	Para-Educator I	19 - 02	02/08/2021
	J /	(9.5mo/25hpw)	(9.5mo/30hpw)		
129.	Portillo Quintanar,	Custodian III	Custodian IV	32 - 06	02/08/2021
	Jonathan F.	(12mo/40hpw)	(12mo/40hpw)		
130.	Silva, Jose G.	Food Service Worker	Storekeeper/Delivery	28 - 02	01/27/2021-
		(9.5mo/30hpw)	Driver (Temp/40hpw)		01/29/2021

### **APPROVE ASSIGNMENT ADJUSTMENTS**

Name	Former	Assignment	Range	Effective
	<u>Position</u>	<u>Adjustment</u>	<u>Step</u>	Date
131. Bowman, Teresa A.	Para-Educator II (9.5mo/17.5hpw)	Para-Educator II (9.5mo/32.5hpw)	20 - 04	02/01/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

### APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)

<u>Name</u>		Former <u>Position</u>	Assignment <u>Adjustment</u>	Range <u>Step</u>	Effective <u>Date</u>
132.	Doolin, Bridget	Para-Educator IV (9.5mo/30hpw)	Para-Educator IV (9.5mo/32.5hpw)	24 - 06	02/01/2021
133.	Duer, Diana L.	Para-Educator II (9.5mo/17.5hpw)	Para-Educator II (9.5mo/32.5hpw)	20 - 03	02/01/2021
134.	Gagliardotto, Kathy	Elem Student Supervisor (9.5mo/15hpw)	Elem Student Supervisor (9.5mo/17.5hpw)	12 - 04	01/05/2021
135.	Jones, Elli	Para-Educator II (9.5mo/17.5hpw)	Para-Educator II (9.5mo/32.5hpw)	20 - 06	02/01/2021
136.	Kramer, Amy	Para-Educator II (9.5mo/17.5hpw)	Para-Educator II (9.5mo/32.5hpw)	20 - 02	02/16/2021
137.	McMullen, Kristin M.	Para-Educator II (9.5mo/30hpw)	Para-Educator II (9.5mo/32.5hpw)	20 - 06	02/01/2021
138.	Niggebrugge, Hedy M.	Para-Educator II (9.5mo/17.5hpw)	Para-Educator II (9.5mo/32.5hpw)	20 - 04	02/01/2021
139.	Runneboom, Michelle	MS Campus Supervisor (9.5mo/15hpw)	MS Campus Supervisor (9.5mo/17.5hpw)	23 - 05	01/27/2021

Name		Additional Assignment	Range <u>Step</u>	Effective Date(s)
140.	Alexander, Gina M.	Para-Educator IV	24 - 03	03/01/2021-
		TAA NTE 10 hrs (Ride bus with Special Ed student)		05/28/2021
141.	Arnold, Katie M.	Para-Educator III	22 - 01	01/04/2021-
		TAA NTE 16.25 hpw (Provide additional support		03/31/2021
		in SEALS class)		
142.	Baha, Mariam P.	MS Campus Supervisor	23 - 02	02/01/2021-
		TAA NTE 360 hrs (Conduct Covid-19 testing)		06/30/2021
143.	Bargueno, Lisa G.	Elem Student Supervisor	12 - 02	01/26/2021-
		TAA NTE 6 hrs (Attend meetings and trainings)		06/04/2021
144.	Becerra, Patricia M.	Blngl Elem School Clerk	27 - 15	01/25/2021-
		TAA NTE 10 hrs (Assist with dual immersion		05/28/2021
		registration and meetings)		
145.	Bilen, Lauren D.	Elem Student Supervisor	12 - 02	01/05/2021-
		TAA NTE 5 hrs (Attend training about student safety)		06/03/2021
		salety)		

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

<u>Name</u>		Additional Assignment	Range <u>Step</u>	Effective Date(s)
146.	Blanda, Isabel M.	Blngl Para-Educator III TAA NTE 16.25 hpw (Provide support to dual capacity teaching)	23 - 20	11/20/2020- 03/31/2021
147.	Burns, Nikki L.	Elem Sch Office Mgr TAA NTE 4 hrs (Attend CAPE team training)	33 - 10	01/26/2021- 01/28/2021
148.	Campbell, Erin C.	Para-Educator III TAA NTE 16.25 hpw (Provide additional assistance in SEALS classes)	22 - 02	01/04/2021- 03/31/2021
149.	Castaneda, Kimberly A.	Elem Student Supervisor TAA NTE 5 hrs (Attend training about student safety)	12 - 01	01/05/2021- 06/03/2021
150.	Castellano, Maricelle L.	LVN TAA NTE 1 hr (Attend Covid-19 exposure training)	30 - 06	01/13/2021- 01/15/2021
151.	Coviello, Emily A.	Para-Educator I TAA NTE 5 hrs (Attend training and safety meetings)	19 - 01	01/04/2021- 06/03/2021
152.	Cummings, Michelle F.	MS Campus Supervisor TAA NTE 360 hrs (Conduct Covid-19 testing)	23 - 01	02/01/2021- 06/30/2021
153.	Demien, Sheryl A.	Para-Educator III TAA NTE 16.25 hrs (Provide additional support in SEALS classes)	22 - 20	12/18/2020- 03/18/2021
154.	Etnire, Stacey E.	Para-Educator IV TAA NTE 36 hrs (Correspond with private school families, recordkeeping & filing)	24 - 05	12/21/2020- 12/30/2020
155.	Eusebi, Mayte	Para-Educator III TAA NTE 16.25 hrs (Provide additional support in SEALS class)	22 - 02	01/04/2021- 03/31/2021
156.	Garau, Kathleen A.	Para-Educator III TAA NTE 16.25 hpw (Provide additional support in SEALS class)	22 - 10	01/04/2021- 03/31/2021
157.	Gascon, Yolanda	Blngl Elem School Clerk TAA NTE 50 hrs (Provide office support)	27 - 10	02/03/2021- 06/03/2021
158.	Gervais, Karen L.	Para-Educator IV TAA NTE 15 hrs (Reopening 2.0 CAPE team meetings)	24 - 20	01/27/2021- 06/30/2021
159.	Gervais, Karen L.	Para-Educator IV TAA NTE 5 hrs (Support student on bus)	24 - 20	03/01/2021- 05/28/2021
160.	Gonzalez, Salvador G.	Custodian III TAA NTE 4 hrs (Attend CAPE team trainings)	30 - 10	01/26/2021- 01/28/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

<u>Name</u>		Additional Assignment	Range <u>Step</u>	Effective Date(s)
161.	Guizar-Boulgarides, Gabriela L.	Blngl Community Srvcs Liaison TAA NTE 200 hrs (Support school events and provide translation/interpretation services)	23 - 10	01/04/2021- 06/03/2021
162.	Gutmann, Kathleen R.	Elem Student Supervisor TAA NTE 6 hrs (Attend meetings and trainings)	12 - 04	01/26/2021- 06/04/2021
163.	Hartman Short, Amy E.	Para-Educator II TAA NTE 54 hrs (Support for students)	20 - 05	01/25/2021- 06/04/2021
164.	Hertz, Jana R.	Braille Transcriber TAA NTE 4 hrs (Attend CAPE team trainings)	24 - 20	01/26/2021- 01/28/2021
165.	Hickey, Jodi	Para-Educator III TAA NTE 30 hrs (Provide additional supervision)	22 - 01	01/13/2021- 06/03/2021
166.	Hopkins, Caitlin M.	Elem Student Supervisor TAA NTE 6 hrs (Attend meetings and trainings)	12 - 02	01/26/2021- 06/04/2021
167.	Irha, Maureen B.	HS Campus Supervisor TAA NTE 360 hrs (Conduct Covid-19 testing)	25 - 15	02/01/2021- 06/30/2021
168.	Joiner, Robert S.	Elem Student Supervisor TAA NTE 6 hrs (Attend meetings and trainings)	12 - 01	01/26/2021- 06/04/2021
169.	Kane, Tiffany A.	Para-Educator III TAA NTE 16.25 hpw (Provide additional assistance in SEALS classes)	22 - 01	01/04/2021- 03/31/2021
170.	Kassis, Majida Y.	Para-Educator II TAA NTE 4 hrs (Attend CAPE team trainings)	20 - 04	01/26/2021- 01/28/2021
171.	Koerschgen, Tamara R.	Para-Educator IV TAA NTE 7.5 hpw (Ride bus with student)	24 - 06	02/05/2021- 03/05/2021
172.	Le, Grace	Braille Transcriber TAA NTE 8 hrs (Additional hours for braille transcribing)	24 - 15	01/04/2021- 04/15/2021
173.	Leishman, Anne M.	Para-Educator IV TAA NTE 80 hrs (Ride on bus with student)	24 - 20	01/04/2021- 03/31/2021
174.	Letourneau, Sonia I.	Buyer/Planner TAA NTE 4 hrs (Attend CAPE team trainings)	41 - 20	01/26/2021- 01/28/2021
175.	Madison, Emelin	Elem Student Supervisor TAA NTE 35 hrs (Assist students with early set up and take down)	12 - 02	02/01/2021- 03/31/2021
176.	Matossian, Jodi L.	Para-Educator I TAA NTE 4 hrs (Supervise classes while teacher provides assessments)	19 - 02	01/11/2021- 06/30/2021
177.	McClory, Moira	Para-Educator III TAA NTE 16.25 hrs (Provide additional support in SEALS class)	22 - 01	12/18/2020- 03/18/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

<u>Name</u>		Additional Assignment	Range <u>Step</u>	Effective Date(s)
178.	Micalizzi, Tracy L.	Para-Educator III TAA NTE 16.25 hpw (Provide additional assistance in SEALS classes)	22 - 03	01/04/2021- 03/31/2021
179.	Middleton, Lisa S.	Para-Educator III TAA NTE 4 hrs (Attend CAPE team trainings)	22 - 10	01/26/2021- 01/28/2021
180.	Millager, Caramia	Para-Educator III TAA NTE 16.25 hpw (Provide additional support in SEALS class)	22 - 03	01/04/2021- 03/31/2021
181.	Miller, Deborah J.	Academic Advisor TAA NTE 2 hrs (Attend Dr. Luis Cruz training)	35 - 06	02/16/2021- 02/26/2021
182.	Miranda, Christine R.	Para-Educator II TAA NTE 30 hrs (Assist with intervention program)	20 - 10	01/19/2021- 06/03/2021
183.	Montoya, Julie	Para-Educator IV TAA NTE 80 hrs (Ride on bus with student)	24 - 15	01/04/2021- 03/31/2021
184.	Morrow, Kara M.	Elem Student Supervisor TAA NTE 2.5 hrs (Prep school for new Covid-19 procedures and social distancing)	12 - 02	01/04/2021- 06/03/2021
185.	Munoz, Melanie	Elem Student Supervisor TAA NTE 87.5 hrs (Assist students with early set up and take down)	12 - 01	02/01/2021- 03/31/2021
186.	Parbhakar, Rishi	Inst Music Asst TAA NTE 2 hrs (Participate in canvas ambassador program)	20 - 05	09/01/2020- 06/03/2021
187.	Pasek, Lisa M.	Elem Student Supervisor TAA NTE 53 hrs (Assist students with early set up and take down)	12 - 02	02/01/2021- 03/31/2021
188.	Poole, Ruth E.	Para-Educator III TAA NTE 16.25 hpw (Provide additional support in SEALS class)	22 - 06	01/04/2021- 03/31/2021
189.	Powers, Deborah A.	MS Office Mgr TAA NTE 4 hrs (Attend CAPE team trainings)	33 - 10	01/26/2021- 01/28/2021
	Rivera, Lesley E.	Elem Student Supervisor TAA NTE 6 hrs (Attend meetings and trainings)	12 - 01	01/26/2021- 06/04/2021
191.	Robertson, Charity K.	Attendance Clerk TAA NTE 4 hrs (Attend CAPE team trainings)	26 - 06	01/26/2021- 01/28/2021
192.	Robinson, Janell M.	HS Campus Supervisor TAA NTE 4 hrs (Attend CAPE team trainings)	25 - 20	01/26/2021- 06/28/2021
193.	Robinson, Janell M.	HS Campus Supervisor TAA NTE 360 hrs (Conduct Covid-19 testing)	25 - 20	02/01/2021- 06/30/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

<u>Name</u>		Additional Assignment	Range <u>Step</u>	Effective Date(s)
194.	Robinson, Lacy L.	Para-Educator III TAA NTE 16.25 hrs (Provide additional assistance in SEALS class)	22 - 04	01/04/2021- 03/31/2021
195.	Roth, Sheila M.	Para-Educator III TAA NTE 16.25 hpw (Provide additional support in SEALS class)	22 - 02	01/04/2021- 03/31/2021
196.	Santos, Maria L.	Para-Educator III TAA NTE 16.25 hpw (Provide additional support in SEALS class)	22 - 10	01/04/2021- 03/31/2021
197.	Sarasua, Ariana L.	HS Campus Supervisor TAA NTE 32.5 hrs (Help with social distancing on campus)	25 - 02	01/04/2021- 04/02/2021
198.	Sells, Mariana T.	Elem Student Supervisor TAA NTE 6 hrs (Attend meetings and trainings)	12 - 02	01/26/2021- 06/04/2021
199.	Singleton-Tademy, Ann	Senior Staff Secretary TAA NTE 4 hrs (Attend CAPE team trainings)	37 - 15	01/26/2021- 01/28/2021
200.	Stewart, Erin M.	LVN TAA NTE 360 hrs (Conduct Covid-19 testing)	30 - 03	01/14/2021- 06/30/2021
201.	Thomas, Jaclyn	Para-Educator II TAA NTE 30 hrs (Assist with intervention program)	20 - 04	01/19/2021- 06/03/2021
202.	Torres Valencia, Karla V.	Elem Student Supervisor TAA NTE 5 hrs (Attend training about student safety)	12 - 01	01/05/2021- 06/03/2021
203.	Walsh, Rebecca G.	Para-Educator I TAA NTE 5 hrs (Attend training and safety meetings)	19 - 01	01/04/2021- 06/03/2021
204.	Weinmann, Cindi	Elem Student Supervisor TAA NTE 5 hrs (Attend training about student safety)	12 - 02	01/05/2021- 06/03/2021
205.	Whyte, Juanita M.	Para-Educator IV TAA NTE 4 hrs (Attend CAPE team trainings)	24 - 15	01/26/2021- 01/28/2021
206.	Wilson Wiley, Stephanie A.	Para-Educator III TAA NTE 16.25 hrs (Provide for additional support in SEALS classes)	22 - 01	01/04/2021- 03/31/2021
207.	Yoshida, Cybil C.	Para-Educator III TAA NTE 16.25 hrs (Provide for additional support in SEALS classes)	22 - 05	12/18/2020- 03/18/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

### APPROVE SUBSTITUTE ASSIGNMENTS AS NEEDED FOR VACANT POSITION OR ABSENT EMPLOYEE

Name		Current <u>Position</u>	Position Sub As Needed	Range <u>Step</u>	Effective <u>Dates</u>
208.	Crachy, Jessica A.	MS Campus Supervisor (9.5mo/15hpw)	Sub MS Library Media Cntr Tech	26 - 01	01/05/2021- 06/30/2021
209.	Daniel, Jennifer J.	Para-Educator II (9.5mo/17.5hpw)	Sub Para-Educator I	19 - 10	09/01/2020- 06/03/2021
210.	Hensley, Wendy A.	School Secretary I (10.5mo/17.5hpw)	Sub Elem School Clerk	26 - 15	08/20/2020- 06/04/2021
211.	Herritt, Kathy M.	Blngl Community Srvcs Liaison (9.5mo/17.5hpw)	Sub Elem School Clerk	26 - 03	01/04/2021- 06/03/2021
212.	Hillquist Klenske, Jennifer L.	Para-Educator II (9.5mo/17.5hpw)	Sub Para-Educator IV	24 - 05	01/22/2021- 06/03/2021
213.	Jacks, Lawrence A.	HS Campus Supervisor (9.5mo/17.5hpw)	Sub MS Campus Supervisor	23 - 05	02/01/2021- 06/05/2021
214.	Jenkins, Bonnie L.	Para-Educator II (9.5mo/17.5hpw)	Sub Para-Educator IV	24 - 10	01/22/2021- 06/04/2021
215.	Quijivix, Areli	Food Service Elem Cashier (9.5mo/25hpw)	Sub Blngl Elem Sch Office Mgr	34 - 01	01/04/2021- 06/03/2021
216.	Quijivix, Areli	Food Service Elem Cashier (9.5mo/25hpw)	Sub Blngl Elem School Clerk	27 - 01	01/04/2021- 06/03/2021
217.	Sophie, Saadia M.	Para-Educator II (9.5mo/17.5hpw)	Sub Para-Educator IV	24 - 01	01/14/2021- 06/03/2021

### APPROVE LEAVE OF ABSENCE

Employee Unique			Effective
Identifying Number	Position	Reason	Dates
218. 243415	Para-Educator II	Personal	02/06/2021- 06/30/2021
219. 243415	Para-Educator II	Personal	07/01/2021- 08/06/2021
220. 246290	Para-Educator II	Personal	02/16/2021- 02/26/2021
221. 250281	Para-Educator II	Personal	01/04/2021- 05/03/2021
222. 253893	Blngl Para-Educator IV	Student Teaching	03/01/2021- 03/28/2021

Personnel Activity List Board of Trustees Regular Meeting of <u>March 17, 2021</u> Classified Employees

### **APPROVE LEAVE OF ABSENCE (Cont.)**

Employee Un	ique			Effective
Identifying N	<u>umber</u> <u>Pc</u>	osition	Reason	Dates
223. 25411	9 Pa	ara-Educator IV		02/17/2021- 04/04/2021
224. 25959	P8 Pa	ara-Educator IV		02/01/2021- 06/30/2021
225. 27711	5 Pa	ara-Educator IV		01/25/2021- 06/04/2021
226. 32258	3 LV	VN	Personal	11/11/2020- 01/10/2021
227. 32939	6 L0	OA: Unpaid Classified		02/23/2021- 06/17/2021

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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 Bullockus called the meeting to order at 4:35 p.m.

### **ROLL CALL:**

Present: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas

Absent: None

The Following speakers addressed the Board:

• Rocky Brown, teacher at NHMS, spoke regarding restoring letter grades to middle school physical education classes

The Board recessed to closed session to discuss: Public Health Emergency; Conference Closed Session with Legal Counsel-Anticipated Litigation; Conference with Legal Counsel-Existing Litigation; Student Expulsion; Public Employee Discipline/Dismissal/Release; Conference with Labor Negotiators; Conference with Real Property Negotiators

The regular meeting of the Board of Trustees was called to order by President Bullockus at 7:10 p.m.

### **ROLL CALL:**

Present: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, McNicholas and Student Advisor Bhaskar Absent: None

The Pledge of Allegiance was led by Pamela Braunstein, Board of Trustees.	Pledge of Allegiance
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: <u>www.capousd.org</u>	Permanent Record
It was moved by Trustee McNicholas and seconded by Trustee Hanacek and motion carried by a 7-0 roll call vote to adopt the Regular Board agenda.	Adoption of the Board Agenda
AVES: Trustees Braunstein Bullockus Castellanos Davis Hanacek Iones	

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
	and McNicholas
NOES:	None
ABSENT:	None

Student Advisor Bhaskar voted aye to adopt the agenda.

President	Bullockus	asked	Colleen	Hayes,	Manager	Π	-	Board	Operations/	President's Report
Superinter	dent's Offic	e to read	d the repor	rt out of c	closed sessi	on:				from Closed
										Session Meeting

# Agenda Item #3A– Public Health Emergency

Trustees gave direction to staff

Call to Order/ Adjourn to Closed Session

#### Agenda Item #3B- Conference with Legal Counsel - Anticipated Litigation

Significant Exposure to Litigation – Seven Cases

Trustees voted 7-0 to approve the staff recommendation on the following cases:

ADR Case Number 20201006 ADR Case Number 20201102 ADR Case Number 20201208 ADR Case Number 20201209 ADR Case Number 20201213 ADR Case Number 20201216 ADR Case Number 20210120

#### Agenda Item #3C - Conference with Legal Counsel - Existing Litigation

Trustees voted 7-0 to approve the staff recommendation on the following cases: OAH Case Number 2020100593 OAH Case Number 2020120284

#### Agenda Item #3D – Student Expulsion

Trustees voted 7-0 to approve the staff recommendation on the following case: Case # 2021-002

#### Agenda Item #3E – Public Employee Discipline/Dismissal/Release

On Agenda Item E-1, the Board took action to issue a notice of non-reelection to probationary certificated employee(s) identified by Employee No(s). 35985, and 36055, pursuant to Education Code section 44929.21(b), effective at the end of the 2020-2021 school year, and directed the Superintendent or designee to send out appropriate legal notices. Trustees voted 7-0 by a roll call vote to approve the staff recommendation.

On Agenda Item E-2, Trustees voted 7-0 to approve the staff recommendation.

#### Agenda Item #3F – Conference with Labor Negotiators

Trustees gave direction to staff

#### Agenda Item #3G – Conference with Real Property Negotiators

Property: Pacifica San Juan property. 7.292 acre property located at the north east corner of Camino Las Ramblas and Avenida California Trustees gave direction to staff

Property: South Transportation and Groundskeeping Facility; 5.51 acre property located at 26126 Victoria Blvd, Dana Point, CA 92624 Trustees gave direction to staff

Property: Paseo de Colinas property. 2.47 acre property located on Paseo de Colinas adjacent to Niguel Hills Middle School Trustees gave direction to staff

Superintendent Vital Brulte reported on the various activities at our sites in the past weeks. B

The following speakers addressed the Board:

- Sarah Kang spoke regarding diverse books and inclusive book adoptions
- Leslie Power spoke regarding instructional materials for middle school
- Eliza Wellman spoke regarding curriculum and choices for students
- Chelsy Erickson spoke regarding a teacher at VDMES

Board and Superintendent Comments Oral Communications

- Courtney Bucho spoke regarding the Spanish Immersion Program at SJES
- Katie Crockett spoke regarding the Cultural Proficiency Lessons
- Michele Ploessel-Campbell spoke regarding the Cultural Proficiency Lessons
- Deborah Stapley spoke regarding the curriculum and the need for a community based review on the Cultural Proficiency Lessons
- Amanda Earnest spoke regarding the Cultural Proficiency Lessons
- Julie McDonnell spoke regarding the Cultural Proficiency Lessons
- Anna Scaife spoke regarding the Cultural Proficiency Lessons
- Brian Nedry spoke regarding reopening the schools and grateful for hybrid
- Andrea Dustin spoke regarding the Cultural Proficiency Lessons
- Michelle McNutt spoke regarding the Cultural Proficiency Lessons
- Pilar March spoke regarding the curriculum and the Cultural Proficiency Lessons
- Jessica Geyer spoke regarding her appreciation for all the work staff has done on the Cultural Proficiency Lessons
- Glen Goodsell spoke regarding a need for curriculum that is fair and appropriate and respects all students
- Olivia Fu spoke on behalf of CUSD Against Racism and asked for all novels up for adoption this evening to be passed by the Board
- April Daems spoke regarding the future of extended learning and outdoor classrooms and a need for portables
- Paul Duncan spoke regarding the Cultural Proficiency Lessons and a need for parent involvement

#### **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 Bullockus asked Trustees for items they wished to pull from the Consent Calendar. Staff pulled agenda item 14.

The following speakers addressed the Board:

• Susan Parmelee spoke regarding the Wellness Prevention Center

It was moved by Trustee McNicholas and seconded by Trustee Davis motion carried by a 7-0 roll call vote to approve the following Consent Calendar with the exception of items pulled.

AYES:Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek,<br/>Jones, and McNicholasNOES:NoneABSENT:None

Student Advisor Bhaskar voted aye to approve the Consent Calendar.

Approval of donations of funds and equipment.

**Consent Calendar** 

Donation of Funds and Equipment Agenda Item 1

EXHIBIT #20

MINUTES OF R	ARD OF TRUSTEES EGULAR MEETING FEBRUARY 17, 2021
EDUCATION CENT Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2).	Purchase Orders, Commercial Warrants and Previously Board- Approved Bids and Contracts
Approval of the District standardized Independent Contractor, Professional Services, Field Service and Master Contract agreements.	Contractor, Professional Services, Field Service, and Master Contract Agreements
Approval of Award of Request for Proposals No. 2-2021, E-Rate Category 2 to CDW Government LLC (CDWG).	Agenda Item 3 Award of Request for Proposals No. 2-2021, E-Rate Category 2 – CDW Government LLC Agenda Item 4
Approval of Second Extension of Bid No. 1819-11, Fire Alarm Inspection Services with two vendors, CAL Building Systems, and Time and Alarm Systems.	
Approval of Third Amendment to the Lease Agreement with SchoolsFirst Federal Credit Union, formerly Orange County Teachers Federal Credit Union, a non-profit financial institution dated April 24, 2006.	Third Amendment
Approval of the Master Joint Use Lease Agreement with the Wellness and Prevention Center for use of space at Aliso Niguel High School, San Clemente High School and, San Juan Hills High School from February 18, 2021 through June 30, 2026.	Master Joint Use
Approval of the ratification of Agreement No. 50985 Quality Start Orange County (OC) Quality Rating and Improvement System (QRIS) Participation Agreement 2020-2021, July 1, 2020 through June 30, 2021	Agreement No.

CAPISTRANO UNIFIED SCHOOL DISTRIC BOARD OF TRUSTEE MINUTES OF REGULAR MEETING FEBRUARY 17, 202 EDUCATION CENTER – BOARD ROOM Agreement 202 2021	
Approval of the Memorandum of Understanding and Agreement for Use of Emerald Cove Outdoor Science (ECOS) Institute, Facilities, Supplies, Equipment, and Services Public School Districts School Year 2020-2021	Agenda Item 8 Memorandum of Understanding and Agreement for Use of Emerald Cove Outdoor Science Institute, Facilities, Supplies, Equipment, and Services, Public School Districts, School Year 2020-
Approval of Addendums to the Agreement for Additional Schools Participating in the Inside the Outdoors School Program, Agreement Number 13017, Addendum No. 1 and 2.	2021 Agenda Item 9 Addendum to the Agreement for Additional Schools Participating in the Inside the Outdoors School Programs, Agreement Number 13017, Addendum No. 1 and 2
Approval of the ratification of the Memorandum of Understanding (MOU) Agreement No. 50814 with Orange County Superintendent of Schools for participation in the Mental Health Student Services Act (MHSSA) Partnership, September 1, 2020 through August 31, 2024.	Agenda Item 10 Memorandum of Understanding Agreement No. 50814 with Orange County Superintendent of Schools for Mental Health Student Services Act Partnership 2020-2024
Approval of the Memorandum of Understanding with Parentis Foundation and Del Obispo Elementary School, February 18, 2021 through June 3, 2021, for the Experience Corps Intergenerational Literacy Intervention Program.	Agenda Item 11 Memorandum of Understanding with Parentis Foundation and Del Obispo Elementary School Agenda Item 12
Approval of the ratification of the Memorandum of Understanding (MOU) with the Orange County United Way 2020-2021, Addendum 1.	Memorandum of Understanding with the Orange

MINUTES OF RI	ARD OF TRUSTEES EGULAR MEETING FEBRUARY 17, 2021 CR – BOARD ROOM County United Way 2020-2021, Addendum 1 Agenda Item 13 Talking Points
	Software Services and Support Agreement Agenda Item 14
Approval of the agreement for participation with the YMCA of Orange County Laguna Niguel, to provide a physical education (PE) noontime sports program for students at Marblehead Elementary School.	Agreement for Participation with the YMCA of Orange County Laguna Niguel, to Provide a Physical Education Noontime Sports Program for Students at Marblehead Elementary
Approval of Master Services Agreement Amendment with Strategic Kids to provide supervision and education support services to students engaged in the extended learning program and students during non-instructional minutes.	School 2020-2021 Agenda Item 15 Amendment to Master Services Agreement – Strategic Kids Agenda Item 16
Approval of Annual Report – Employment of Relatives 2020-2021 School Year.	Annual Report – Employment of Relatives
Approval of teachers who are credentialed in subjects other than Physical Education (PE) to provide second semester PE credit to students in that respective sport.	Agenda Item 17 Biannual Authorization of Coaches to Provide Second Semester Physical Education Credit
Approval of the Contract for Clinical and Instructional Programs with Loma Linda University, effective the date of last signature and expiring after five years.	Agenda Item 18 Contract for Clinical and Instructional Programs with Loma Linda University
Acceptance of Williams Settlement Legislation Uniform Complaint Second Quarter Report.	Agenda Item 19 Second Quarter Report – Williams Settlement Legislation Uniform Complaint Agenda Item 20

MINUTES OF RE	CHOOL DISTRICT ARD OF TRUSTEES EGULAR MEETING FEBRUARY 17, 2021	
EDUCATION CENTE Approval of the activity list for employment, separation, and additional assignments of certificated employees.	CR – BOARD ROOM Resignations/ Retirements/ Employment -	
Approval of the activity list for employment, separation, and additional assignments of classified employees.	Certificated Employees Agenda Item 21 Resignations/ Retirements/ Employment - Classified Employees	
Approval of the January 20, 2021 Regular Board Meeting Minutes.	Agenda Item 22 School Board Minutes	
President Bullockus recognized Susan Holliday, Chief Administrative Officer, Education and Support Services to present the item.	Agenda Item 23 First Reading – Temporary Board	
<ul> <li>The following speakers addressed the Board:</li> <li><i>Michele Ploessel-Campbell spoke regarding grades defaulting to CR/NC</i></li> </ul>	Policy T5121.1, Grades/ Evaluation of Student	
It was moved by Trustee Hanacek and seconded by Trustee Castellanos to waive the second reading on Temporary Board Policy T5121.1, <i>Grades/Evaluation of Student Achievement</i> , as amended. The motion carried 7-0.	Achievement Agenda Item 24	
<ul> <li>AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas</li> <li>NOES: None</li> <li>ABSENT: None</li> </ul>		
Student Advisor Bhaskar voted aye to waive the second reading on Temporary Board Policy T5121.1, <i>Grades/Evaluation of Student Achievement</i> , as amended.		
A subsequent motion was made by Trustee Jones.		
It was moved by Trustee Jones and seconded by Trustee Braunstein to approve Temporary Board Policy T5121.1, <i>Grades/Evaluation of Student Achievement</i> , as amended. The motion carried 5-2.		
AYES:Trustees Braunstein, Bullockus, Castellanos, Hanacek, and JonesNOES:Trustees Davis and McNicholasABSENT:None		
Student Advisor Bhaskar voted aye to approve Temporary Board Policy T5121.1, Grades/Evaluation of Student Achievement, as amended.		
At the request of the Board, this Board Policy will be brought back on the Consent Calendar for ratification, per Board Policy 9311, <i>Board Policies</i> .		
President Bullockus recognized Susan Holliday, Chief Administrative Officer, Education and Support Services to present the item.	First Reading - Temporary Board	
<ul> <li>The following speakers addressed the Board:</li> <li>Michele Ploessel-Campbell spoke regarding Health classes</li> </ul>	Policy T6146.1, High School Graduation	

EXHIBIT #20

Graduation

It was moved by Trustee McNicholas and seconded by Trustee Davis to waive the second **Requirements** reading and approve Temporary Board Policy T6146.1, *High School Graduation* **Agenda Item 25** *Requirements*, as amended. The motion carried 7-0.

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
	and McNicholas
NOES:	None
ABSENT:	None

Student Advisor Bhaskar voted aye to waive the second reading and approve Temporary Board Policy T6146.1, *High School Graduation Requirements*, as amended.

President Bullockus recognized Clark Hampton, Deputy Superintendent, Business and **Presentation and** Support Services, to present the item. **Receipt of the District and** It was moved by Trustee Hanacek and seconded by Trustee McNicholas to receive the Community District and Community Facilities Districts Annual Financial Reports for the fiscal year **Facilities Districts** ending June 30, 2020. The motion carried 7-0. **Annual Financial Reports for the** AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, **Fiscal Year** and McNicholas Ending June 30, NOES: None 2020 ABSENT: None Agenda Item 26

Student Advisor Bhaskar voted aye to receive the District and Community Facilities Districts Annual Financial Reports for the fiscal year ending June 30, 2020.

It was moved by Trustee Hanacek and seconded by Trustee McNicholas to extend the Board meeting to 11:30 p.m. The motion carried 7-0.

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
	and McNicholas
NOES:	None
ABSENT:	None

This item was pulled by staff and the Board directed staff to bring the item back on the Instructional April 21, 2021 Board agenda. Materials

**Recommended for** Adoption: Cultural Proficiency Lessons, Grades K-12 Agenda Item 27 Instructional **Materials Recommended for Adoption: High** School English-Language Arts and **History Social Science**, Grades 9-12 Agenda Item 28

President Bullockus recognized Susan Holliday	, Chief Administrative Officer,	Education
and Support Services to present the item.		

The following speakers addressed the Board:

- Noah Rodriguez spoke regarding teaching the students cultural diversity
- Vanessa Santos spoke regarding cultural competency
- Cody Hitchcock spoke regarding diverse text adoptions and advocating for diverse authors
- Katie Crockett spoke regarding novels and curriculum
- Riya Khetarpal spoke representing CUSD Against Racism and students of color Age

EXHIBIT #20

- Michele Ploessel-Campbell spoke regarding support for the novels
- Margi Westling spoke regarding the importance of representation and diversity in novels in the curriculum
- Lana Schmidt spoke regarding her support for the proposed book adoption and diverse authors
- Susan Saucedo spokes regarding her support for diverse authors

It was moved by Trustee McNicholas and seconded by Trustee Hanacek to approve Instructional Materials Recommended for Adoption: High School English-Language Arts and History Social Science, Grades 9-12 including the requirement of teacher professional development. The motion carried 5-2.

AYES:Trustees Braunstein, Castellanos, Hanacek, Jones, and McNicholasNOES:Trustees Bullockus and DavisABSENT:None

Student Advisor Bhaskar voted aye to approve, Instructional Materials Recommended for Adoption: High School English-Language Arts and History Social Science, Grades 9-12 including the requirement of teacher professional development.

President Bullockus recognized Susan Holliday, Chief Administrative Officer, Education and Support Services to present the item.

The following speakers addressed the Board:

- Vanessa Santos spoke regarding her support for the books up for adoption
- *Katie Crockett spoke regarding her support of the adoption of diverse novels*
- *Michele Ploessel-Campbell spoke regarding her support of the diverse reading list and graphic novels and the need to be culturally proficient*

It was moved by Trustee McNicholas and seconded by Trustee Bullockus to approve Instructional Materials Recommended for Adoption: High School English-Language Arts and History Social Science, Grades 6-8 including the requirement of teacher professional development, with the exception of the *All American Boys* novel that can be taught at high school level. The motion carried 6-1.

AYES:	Trustees Braunstein, Bullockus, Castellanos, Hanacek, Jones, and
	McNicholas
NOES:	Trustee Davis
ABSENT:	None

It was moved by Trustee Jones and seconded by Trustee McNicholas to extend the Board meeting to 12:00 a.m. The motion carried 7-0.

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
 NOES: None
 ABSENT: None

Instructional Materials Recommended for Adoption: Middle School English-Language Arts and History Social Science, Grades 6-8 Agenda Item 29

	MINUTES OF RE	RD OF TRUSTEES GULAR MEETING EBRUARY 17, 2021
	ckus recognized Susan Holliday, Chief Administrative Officer, Education rvices to present the item.	Designation of Title I School – Wood Canyon
	y Trustee Jones and seconded by Trustee Hanacek to approve Wood Canyon ool as a Title I school. The motion carried 7-0.	Elementary School Agenda Item 30
AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas	
NOES: ABSENT:	None	
President Bullockus recognized Susan Holliday, Chief Administrative Officer, Education and Support Services to present the item.		Title I Schoolwide Program Waivers – Carl Hankey
It was moved by Trustee Davis and seconded by Trustee McNicholas to approve Title I Schoolwide Program Waivers for Carl Hankey and Clarence Lobo Elementary Schools. The motion carried 7-0.		and Clarence Lobo Elementary Schools 2020-2021 Agenda Item 31
AYES: NOES: ABSENT:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas None None	
President Bullockus recognized Susan Holliday, Chief Administrative Officer, Education and Support Services to present the item.		First Reading - Board Policy 6176, Education of
It was moved by Trustee McNicholas and seconded by Trustee Hanacek to waive the second reading and approve Board Policy 6176, <i>Education of Homeless Children and Youth</i> . The motion carried 7-0.		Homeless Children and Youth Agenda Item 32
AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas	
NOES: ABSENT:	None	
It was moved by Trustee Jones and seconded by Trustee Hanacek to adjourn the meeting, motion carried 7-0.		Adjournment
AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,	

and McNicholas NOES: None

ABSENT: None

President Bullockus announced the meeting adjourned at 11:30 p.m.

Board Clerk Gila Jones, Trustee

Secretary, Board of Trustees Kirsten M. Vital Brulte, Superintendent

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

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 Bullockus called the meeting to order at 5:05 p.m.

### **ROLL CALL:**

Present: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas

Absent: None

The following speakers addressed the Board:

- Scott Newell spoke regarding youth sports and the fields
- Michelle Ploessel-Campbell spoke regarding Black History Month and Women's History Month in March

The Board recessed to closed session to discuss: Public Health Emergency; Conference Closed Session with Legal Counsel – Anticipated Litigation; and Public Employee Discipline/Dismissal Comments Release

The regular meeting of the Board of Trustees was called to order by President Bullockus at 7:23 p.m.

### **ROLL CALL:**

Present:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and
	McNicholas
Absent:	Student Advisor Bhaskar

The Pledge of A	Pledge of Allegiance	
The Board me file in the Sup recording of th	Permanent Record	
It was moved carried 7-0 to r Consent Calend order: Item 2, 1	Adoption of the Board Agenda	
AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas	
NOES:	None	
ABSENT:	None	
	ckus asked Colleen Hayes, Manager II Board Operations/Superintendent's he report out of closed session:	President's Report from Closed Session Meeting
0	3A– Public Health Emergency	
Trustees gave d	irection to staff.	

#### Call to Order/ Adjourn to Closed Session

EXHIBIT #21

**Agenda Item #3B– Conference With Legal Counsel – Anticipated Litigation** Trustees gave direction to staff.

Agenda Item #3C – Public Employee Discipline/Dismissal Release – Two Cases On agenda item C-1, Trustees gave direction to staff.

On Agenda item C-2, the Trustees voted 7-0 to take action to notify the following certificated administrative employees they will be released and reassigned pursuant to Education Code § 44951, effective at the end of the 2020-2021 school year, and directed the Superintendent or designee to send out appropriate legal notices: identified by Employee No(s) 842, 913, 103, 125, 398, 506, 876, 881, 426, 817, and 133.

President Bullockus recognized Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item.		Certification of the 2020-2021 Second Interim
It was moved by Trustee McNicholas and seconded by Trustee Castellanos to approve the Certification of the 2020-2021 Second Interim Financial Report. The motion carried 7-0.		Financial Report Agenda Item 2
AYES: NOES: ABSENT:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas None None	
President Bull resources, to pre-	Resolution No. 2021-35, Non- Reelection of	
It was moved Resolution No. carried 7-0 by a	Temporary Certificated Employees Agenda item 1	
AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas	9
NOES: ABSENT:	None None	
President Bullockus recognized Tim Brooks, Associate Superintendent, Human Resource Services, to present this item.		Resolution No. 2021-34, Preliminary
<ul> <li>The following speaker addressed the Board:</li> <li>Clay Sisman spoke regarding layoffs and proposed cuts in the District</li> <li>Michele Ploessel-Campbell spoke regarding the elimination of positions</li> <li>Joy Schnapper spoke representing CUEA</li> <li>Stephanie Tarzia spoke regarding reduction in staff and class sizes</li> </ul>		Resolution Reduction or Elimination of Particular Kinds of Services Performed by
It was moved by Trustee McNicholas and seconded by Trustee Jones to approve Resolution No. 2021-34, Preliminary Resolution Reduction or Elimination of Particular Kinds of Services Performed by Certificated Employees. The motion carried 7-0 by a roll		Certificated Employees Agenda Item 4

AYES:Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and<br/>McNicholasNOES:NoneABSENT:None

call vote.

#### EXHIBIT #21

CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES OF SPECIAL MEETING MARCH 3, 2021 EDUCATION CENTER – BOARD ROOM	
President Bullockus recognized Martha McNicholas, Board of Trustees, to present the item.	2021 Ballot For California School Boards
It was moved by Trustee Jones and seconded by Trustee Hanacek to approve the recommendation to cast the Board's vote for the following candidates on the 2021 Ballot for CSBA Delegate Assembly Region 15. Bonnie Castrey (Huntington Beach USD), Jackie Filbeck (Anaheim ESD), Carrie Flanders (Brea Olinda USD), Karin M. Freeman (Placentia-Yorba Linda USD), Al Jabbar (Anaheim Union High SD), Charlene Metoyer (Newport-Mesa USD), Suzie R. Swartz (Saddleback Valley USD), Diana Hill (Los Alamitos USD), Arturo Montez (Centralia ESD). The motion carried 7-0.	Association Delegate Assembly Region 15 Agenda item 3
AYES:Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholasNOES:NoneABSENT:None	

It was moved by Trustee Braunstein and seconded by Trustee Davis to adjourn the Adjournment meeting, motion carried 7-0.

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and
	McNicholas
NOES:	None
ABSENT:	None

President Bullockus announced the meeting adjourned at 8:11 p.m.

Board Clerk Gila Jones, Trustee

Secretary, Board of Trustees Kirsten M. Vital Brulte, Superintendent

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

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.

Vice President McNicholas called the meeting to order at 4:06 p.m.

**ROLL CALL:** 

Present: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas

Absent: None

The following speakers addressed the Board:

- Joy Schnapper spoke representing CUEA
- Darcy Pascual and Isabel Pascual spoke regarding physical education
- Doug Wade, teacher at AVMS, spoke regarding physical education
- Kristen Okura, teacher at DJAMS, spoke regarding physical education
- Melissa Huffaker, teacher at AVMS, spoke regarding physical education
- Rocky Brown, teacher at NHMS, spoke regarding physical education
- Robbin Carter, teacher at SMS, spoke regarding physical education and SOAR
- Robert Nahl, teacher at DJAMS, spoke regarding physical education
- *Liz Swenson, teacher at DHHS, spoke regarding health and safety of students and staff after the winter recess*

The Board recessed to closed session to discuss: Conference with Legal Counsel – **Closed Session** Anticipated Litigation; Conference with Legal Counsel – Existing Litigation; Conference **Comments** with Real Property Negotiators; Student Readmissions; Conference with Labor Negotiators; Public Employee Employment/Appointment.

The regular meeting of the Board of Trustees was called to order by Vice President McNicholas at 7:03 p.m.

#### **ROLL CALL:**

- Present: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, McNicholas and Student Advisor Bhaskar
- Absent: None

The Pledge of Allegiance was led by Martha McNicholas, Vice President, Board of **Pledge of** Allegiance Allegiance

The Board meeting discussion related to each of the items on the public agenda is on Permanent Record 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: <a href="https://www.capousd.org">www.capousd.org</a>

Vice President McNicholas announced that Trustees Braunstein, Castellanos, Davis and **Oath of Office** Hanacek were all sworn in prior to the Board meeting.

Trustee Pamela Braunstein was sworn in by her husband Jeff and her sons Reece and Zane, to the Capistrano Unified School District Board of Trustees.

EXHIBIT #22

Call to Order/ Adjourn to Closed Session Trustee Krista Castellanos was sworn in by her daughter Claire, to the Capistrano Unified School District Board of Trustees.

Trustee Lisa Davis was sworn in by her husband Brent, and her children Brittany, Bowen, Brooke and Brenna, to the Capistrano Unified School District Board of Trustees.

Trustee Amy Hanacek was sworn in by Anchal Bhaskar, Student Advisor, Board of Trustees, to the Capistrano Unified School District Board of Trustees.

It was moved by Trustee Hancock and seconded by Trustee Bullockus and motion carried by a 7-0 roll call vote to adopt the Regular Board agenda. **Board Agenda** 

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
	and McNicholas
NOES:	None
ABSENT:	None

Student Advisor Bhaskar voted aye to adopt the agenda.

Vice President McNicholas asked Colleen Hayes, Manager II - Board Operations/ President's Report Superintendent's Office to read the report out of closed session: from Closed

Session Meeting

### Agenda Item #3A– Public Health Emergency

Trustees voted 7-0 to not temporarily waive PE for Middle School, for the second semester, of the 2020-2021 school year.

### Agenda Item #3B- Conference with Legal Counsel - Anticipated Litigation

Significant Exposure to Litigation – Five Cases Trustees voted 6-0-1 to approve the staff recommendation on the following cases: ADR Case Number 20200922 ADR Case Number 20200923 ADR Case Number 20201003 ADR Case Number 20201008 ADR Case Number 20201012

### Agenda Item #3C – Conference with Legal Counsel – Existing Litigation

Significant Exposure to Litigation - Three Cases

Trustees voted 6-0-1 to approve staff recommendation on the following cases:

- OAH Case Number 2019050932
- OAH Case Number 2019110519

OAH Case Number 2020100009

### Agenda Item #3D – Conference with Real Property Negotiators

Property: South Transportation and Groundskeeping Facility; 5.51 acre property located at 26126 Victoria Blvd, Dana Point, CA 92624

Trustees voted 7-0 to approve Second Amendment to Option to Lease Real Property. This Second Amendment to Option to Lease Real Property ("Second Amendment") is made this 16th day of December, 2020, by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and validly existing under the Constitution and laws of the State of California and TOLL BROS., INC, a Pennsylvania corporation.

**Agenda Item #3E – Conference with Labor Negotiators** Trustees gave direction to staff.

### Agenda Item #3F– Public Employee Employment/Appointment

Trustees voted 7-0 to appoint Sean Rozell, Chief Technology Officer.

### **REORGANIZATION OF THE BOARD**

Vice President McNicholas asked for nominations for Board President.	<b>Reorganization of</b>
	<b>Board – Election of</b>
Trustee Jones nominated Trustee Bullockus for Board President. Trustee Bullockus	President
accepted the nomination. The motion carried 7-0 by a roll call vote.	Agenda Item 1

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
	and McNicholas
NOES:	None
ABSENT:	None

Student Advisor Bhaskar voted aye to elect Trustee Bullockus, Board President.

President Bulloc Trustee Hanacel Castellanos acce	Reorganization of Board – Election of Vice President Agenda Item 2	
	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas	
NOES: N	None	
ABSENT: 1	None	
Student Advisor	Bhaskar voted aye to elect Trustee Castellanos, Board Vice President.	
President Bulloc	kus asked for nominations for Board Clerk.	Reorganization of Board – Election of
	olas nominated Trustee Jones for Board Vice President. Trustee Jones nination. The motion carried 7-0 by a roll call vote.	Clerk Agenda Item 3
AVES:	Trustees Braunstein Bullockus Castellanos Davis Hanacek Iones	

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
 NOES: None
 ABSENT: None

Student Advisor Bhaskar voted aye to elect Trustee Jones, Board Clerk.

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.

Selection of Trustee Participation on Various Committees Agenda Item 4

It was moved by Trustee Davis and seconded by Trustee Jones motion carried by a 7-0 roll call vote to approve the Selection of Trustee Participation on Various Committees.

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
 NOES: None
 ABSENT: None

Student Advisor Bhaskar voted aye to approve the Selection of Trustee Participation on Various Committees.

Trustee Jones will serve as the District's representative on the Nominating Committee of the Orange County Committee on School District Organization with Trustee McNicholas serving as the alternate.

Trustees McNicholas and Jones will serve on the Orange County School Boards Political Action Group Effort (PAGE).

Trustees Bullockus and Trustee Castellanos will serve on the Instructional Materials Review Committee (IMRC) with Trustee Davis serving as an alternate.

Trustees selected to serve on the following Ad Hoc committees:

	0
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:	Trustee Braunstein and Bullockus
City of San Clemente:	Trustees Davis and Hanacek
City of San Juan Capistrano:	Trustees Braunstein, Hanacek and Jones
Ladera Ranch Civic Council:	Trustees Braunstein, Bullockus and Davis

Trustee Davis will serve on the District Restructuring Council (DRC) with Trustee Castellanos serving as the alternate.

Trustees Braunstein, Jones and McNicholas will serve on the College and Career Advantage Board and Trustee Davis will serve as the alternate.

Trustees Davis and McNicholas will serve on the California School Board Association Delegate (CSBA).

Trustees Braunstein and Jones will serve on the Board Policy Sub-Committee.

### **GOLDEN BELL CEREMONY**

The Capistrano Unified School District was recognized for receiving the 2020 Golden Bell **Recognitions** Award for its Professional Learning Community or PLC. It was recognized in the category of Accountability and Assessment, which includes successful approaches, techniques and innovative use of data to assess student achievement and/or program effectiveness on a Districtwide basis and for ensuring continuous improvement and accountability.

### WINTER MUSIC PROGRAM

Students from Tesoro High School Choral Music Program Under the Direction of Keith Hancock, *Director of Choral Music*  Special Recognitions

REVISED CAPISTRANO UNIFIED SCHOOL DISTRICT **BOARD OF TRUSTEES** MINUTES OF REGULAR MEETING **DECEMBER 16, 2020 EDUCATION CENTER – BOARD ROOM** Superintendent Vital reported on the various activities at our sites in the past weeks. **Board and Superintendent Comments** The following speakers addressed the Board: Oral Kevin O'Donnell spoke regarding the health and safety in schools and vaccines **Communications** • Joy Schnapper spoke representing CUEA Michele Ploessel-Campbell spoke regarding PTA and PTSA upcoming activities • • Marianne Weinell spoke regarding K-12 guidelines for health and safety • Tala Siksek, student at THS, spoke regarding mask safety at schools Liz Swenson spoke regarding health and safety in the classrooms and the • community, symptom guidelines and testing Jessica Gever welcomed the new Trustees and thanked staff • *Riva Kehtherpal spoke regarding multi-cultural literature needed in schools* • **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 Bullockus asked Trustees for items they wished to pull from the Consent Calendar. Trustees pulled items 17, 19 and 33. The following speakers addressed the Board: Michele Ploessel-Campbell spoke regarding agenda item 19 and agenda item 33 • Ronda Walen spoke regarding agenda item 16 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 Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas

ABSENT: None

Student Advisor Bhaskar voted aye to approve the Consent Calendar.

Approval of donations of funds and equipment.

None

NOES:

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2).

Donation of Funds and Equipment Agenda Item 5 Purchase Orders, Commercial Warrants and Previously Board-Approved Bids and Contracts Agenda Item 6

MINUTES OF RE	ARD OF TRUSTEES CGULAR MEETING ECEMBER 16, 2020
Approval of the District standardized Independent Contractor, Professional Services, Field Service and Master Contract agreements.	
Approval of the Aliso Viejo Community Association (AVCA) Limited Use and Maintenance Agreement (LUMA) for Aliso Niguel High School Winter/Spring Baseball 2021.	Aliso Viejo Community Association Limited Use and Maintenance Agreement for Aliso Niguel High School Winter/Spring Baseball 2021 Agenda Item 8
Approval of the Aliso Viejo Community Association (AVCA) Limited Use and Maintenance Agreement (LUMA) for Aliso Niguel High School Winter/Spring Lacrosse 2021.	Aliso Viejo Community Association Limited Use and Maintenance Agreement for Aliso Niguel High School Winter/Spring Lacrosse 2021 Agenda Item 9
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.	Agenda Item 9 Change Order No. 2, Bid No. 2021- 07, Bridges Community Day High School Restroom Portable Project Agenda Item 10
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.	Contract for E- Rate Compliance Services – CSM Consulting, Inc. Agenda Item 11
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.	Final Acceptance and Filing of Notice of Completion for Aliso Niguel High School Solar Project Related to Resolution No. 1718-28 – Rec

MINUTES OF RI	ARD OF TRUSTEES EGULAR MEETING DECEMBER 16, 2020
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.	Final Acceptance and Filing of Notice of Completion for Bid No. 1920-07, Tesoro High School Turf and Sand Volleyball Court Project Agenda Item 13
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.	Memorandum of Understanding with California Department of Public Health and Use of Valencia Regional Laboratory for SARS-CoV-2 Testing
Approval of the Oliver Equipment Lease with Oliver Packaging and Equipment Company to lease a heat sealing machine.	Agenda Item 14 Oliver Equipment Lease – Oliver Packaging and Equipment Company Agenda Item 15
Approval of the ratification of a temporary employee cell phone allowance for assistant principals, confidential secretaries, and specific directors and coordinators.	Temporary Employee Cell Phone Allowance
Approval of the College and Career Access Pathways Partnership Agreement Addendum with South Orange County Community College District, beginning December 19, 2020.	Agenda Item 16 College and Career Access Pathways Partnership Agreement Addendum with South Orange County Community College District Agenda Item 18
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.	Agenda Item 18 Agreement No. 50915 with the Orange County Superintendent of Schools Agenda Item 20

REVISED CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES OF REGULAR MEETING DECEMBER 16, 2020 EDUCATION CENTER – BOARD ROOM Approval of the ratification of Agreement No. 13017 with the Orange County Agreement No.

Superintendent of Schools, for participation with Inside the Outdoors Virtual School13017 with theProgram, July 1, 2020 through August 31, 2021.Orange County

Approval of payment of honorarium to District master teachers who supported a California State University, Fullerton (CSUF) Student Teacher during the Fall 2020 semester.	Superintendent of Schools Agenda Item 21 California State University, Fullerton Fall 2020 Master Teacher Honorarium
Approval of Internship Contract Agreement with Brandman University, effective January 1, 2021 and expiring January 1, 2024.	Agenda Item 22 Internship Contract Agreement with Brandman University
Approval of Supervised Fieldwork Agreement with Brandman University, effective January 1, 2021 and expiring January 1, 2024.	Agenda Item 23 Supervised Fieldwork Agreement with Brandman University
Approval of the Supervised Internship Agreement with Brandman University, effective January 1, 2021 and expiring January 1, 2024.	Agenda Item 24 Supervised Internship Agreement with Brandman University
Approval of Field Placement Agreement with the Arizona Board of Regents, The University of Arizona, effective January 1, 2021 and expiring June 30, 2023.	Agenda Item 25 Field Placement Agreement with the Arizona Board of Regents, the University of Arizona
Approval of Master Services Agreement Amendment with Strategic Kids to provide supervision and education support services to students engaged in the extended learning program and students during non-instructional minutes.	Master Services Agreement – Strategic Kids
Approval of the extension of the temporary emergency substitute daily rate of pay increase.	Agenda Item 27 Extension of Emergency Substitute Daily Rate of Pay Increase
Acceptance of Williams Settlement Legislation Orange County Department of Education (OCDE) First Quarter Report.	Agenda Item 28 Orange County Department of

### REVISED

	KEVISED
CAPISTRANO UNIFIED S	
	ARD OF TRUSTEES
	EGULAR MEETING
	<b>ECEMBER 16, 2020</b>
EDUCATION CENTE	
	<b>Education First</b>
	Quarter Report –
	Williams
	Settlement
	Legislation
	Agenda Item 29
Approval of the activity list for employment, separation, and additional assignments of	<b>Resignations</b> /
certificated employees.	<b>Retirements</b> /
	Employment -
	Certificated
	Employees
	Agenda Item 30
Approval of the activity list for employment, separation, and additional assignments of	<b>Resignations</b> /
classified employees.	<b>Retirements</b> /
	Employment -
	Classified
	Employees
	Agenda Item 31
Approval of the Board Meeting Schedule for the 2021-2022 school year.	2021 - 2022 Board
	Meeting Schedule
	Agenda Item 32
Approval of the November 18, 2020 Regular Board Meeting Minutes.	School Board
	Minutes
	Agenda Item 34
President Bullockus recognized Susan Holliday, Chief Administrative Officer, Education	Cultural
and Support Services to present the item.	Proficiency Plan
	Agenda Item 35
The following speakers addressed the Board:	

- Olivia Fu spoke regarding approving the Cultural Proficiency Plan at tonight's meeting
- Solei Sarmiento spoke regarding the campus culture at CUSD schools
- Tess Mathes spoke regarding the action plan for Cultural Proficiency Plan
- Esther Mafouta spoke regarding marginalized groups and the Cultural Proficiency Plan
- Sarine Iyer spoke regarding certain posters being allowed at school
- Stephanie Hu spoke regarding a safer more inclusive environment and adding in authors of color in the literature
- Victoria Mendez spoke regarding adding other items into the Cultural Proficiency Plan
- Vanessa Santos spoke regarding celebrating our diversity
- Sarah Polster, teacher at ANHS, spoke regarding adopting new world language materials
- Michele Ploessel-Campbell spoke regarding A-G requirements and CUSD Against Racism
- Ronda Walen yielded her time to speak
- Jessica Geyer spoke regarding the Cultural Proficiency Plan

It was moved by Trustee McNicholas and seconded by Trustee Hanacek to approve the Cultural Proficiency Plan. The motion carried 6-1 by a roll call vote as amended and the Board of Trustees directed staff to report back quarterly.

REVISED CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES OF REGULAR MEETING DECEMBER 16, 2020 EDUCATION CENTER – BOARD ROOM

Use of Certain

Covid-19 Testing – County of Orange

Agenda Item 36

Determining

AYES:	Trustees	Braunstein,	Bullockus,	Castellanos,	Hanacek,	Jones,	and
	McNichol	las					
NOES:	Trustee D	avis					
ABSENT:	None						

Student Advisor Bhaskar voted aye to approve the Cultural Proficiency Plan.

President Bullockus recognized Clark Hampton, Deputy Superintendent, Business and Support Services the item. Donated Space Agreement for

It was moved by Trustee Jones and seconded by Trustee Braunstein to approve the Donated Space Agreement for COVID-19 Testing with the County of Orange. The motion carried 6-0-1 by a roll call vote. Property at Serra High School for Covid-19 Testing

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Jones, and
	McNicholas
NOES:	None
ABSENT:	Trustee Hanacek

Student Advisor Bhaskar voted aye to approve the Donated Space Agreement for COVID-19 Testing with the County of Orange.

Trustee Hanacek returned to the meeting.

President Bullockus recognized Clark Hampton, Deputy Superintendent, Business and Support Services the item. Second Reading – Board Policy 7100,

It was presented by Trustee Jones to consolidate and approve agenda items 37 and 38 into one roll call vote. President Bullockus called for a motion. It was moved by Trustee McNicholas and seconded by Trustee Castellanos to consolidate and approve agenda items 37 and 38 into one roll call vote. The motion carried 7-0 by a roll call vote.

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
	and McNicholas
NOES:	None
ABSENT:	None

Student Advisor Bhaskar voted aye to consolidate agenda item 37 and 38 into one roll call vote.

It was moved by Trustee McNicholas and seconded by Trustee Castellanos to approve the Second Reading - Board Policy 7100, *Determining Needs*. The motion carried 7-0 by a roll call vote.

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
	and McNicholas
NOES:	None
ABSENT:	None

Student Advisor Bhaskar voted aye to approve the Second Reading - Board Policy 7100, *Determining Needs.* 

	MINUTES OF RE	ARD OF TRUSTEES CGULAR MEETING ECEMBER 16, 2020
President Bulle Support Servic	ockus recognized Clark Hampton, Deputy Superintendent, Business and	
	by Trustee McNicholas and seconded by Trustee Castellanos to approve g - Board Policy 7110, <i>Facilities Master Plan</i> . The motion carried 7-0 by	Plan Agenda Item 38
AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas	
NOES: ABSENT:	None	
Student Advise Facilities Mast	or Bhaskar voted aye to approve Second Reading - Board Policy 7110, er Plan.	
	ockus recognized Susan Holliday, Chief Administrative Officer, Education rvices to present the item.	Second Reading - Board Policy 5131.2, Bullying
• Victori	speaker addressed the Board: a Mendez spoke regarding CUSD Against Racism and anti-bullying, and changes in the policy	Agenda Item 39
	y Trustee Jones and seconded by Trustee Hanacek to approve Board Policy g. The motion carried 7-0 by a roll call vote.	
AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas	
NOES: ABSENT:	None	
Student Adviso	or Bhaskar voted aye to approve Board Policy 5131.2, Bullying.	
	ockus recognized Susan Holliday, Chief Administrative Officer, Education rvices to present the item.	First Reading – Board Policy 6158,
	by Trustee McNicholas and seconded by Trustee Braunstein to waive the of Board Policy 6158, <i>Independent Study</i> . The motion carried 7-0 by a roll	Independent Study Agenda Item 40
AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas	
NOES: ABSENT:	None None	
	by Trustee Braunstein and seconded by Trustee Hanacek to approve Board <i>dependent Study</i> . The motion carried 7-0 by a roll call vote.	
AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas	
NOES:	None	

### EXHIBIT #22

ABSENT: None

REVISED CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES OF REGULAR MEETING DECEMBER 16, 2020 EDUCATION CENTER – BOARD ROOM Student Advisor Bhaskar voted aye to approve Board Policy 6158, *Independent Study*.

President Bullockus recognized Kirsten M. Vital, Superintendent, to present the item. It was moved by Trustee McNicholas and seconded by Trustee Hanacek to waive the second reading of Board Bylaw, 9110, *Terms of Office*. The motion carried 7-0 by a roll office call vote.

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
	and McNicholas
NOES:	None
ABSENT:	None

It was moved by Trustee McNicholas and seconded by Trustee Jones to Board Bylaw 9110, *Terms of Office*. The motion carried 7-0 by a roll call vote.

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
	and McNicholas
NOES:	None
ABSENT:	None

Student Advisor Bhaskar voted aye to approve Board Bylaw 9110, Terms of Office.

President Bullockus recognized Susan Holliday, Chief Administrative Officer, Education	First Reading –
and Support Services to present the item.	<b>Temporary Board</b>
	Policy T5121.1,
The following speaker addressed the Board:	Grades/
• Michele Ploessel-Campbell spoke against the credit/no credit option for grades	<b>Evaluation of</b>
	Student
It was moved by Trustee McNicholas and seconded by Trustee Davis to waive the second	Achievement
reading of Temporary Board Policy T5121.1, Grades/Evaluation of Student Achievement.	Agenda Item 42
The motion carried 7-0 by a roll call vote.	

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
	and McNicholas
NOES:	None
ABSENT:	None

It was moved by Trustee McNicholas and seconded by Trustee Jones to approve Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*. The motion carried 7-0 by a roll call vote.

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
	and McNicholas
NOES:	None
ABSENT:	None

Student Advisor Bhaskar voted aye to approve Temporary Board Policy T5121.1, Grades/Evaluation of Student Achievement.

Student Advisor left the meeting at 10:48 p.m.

	MINUTES OF RE	ARD OF TRUSTEES CGULAR MEETING ECEMBER 16, 2020
	ckus recognized Gregory Merwin, Chief Academic Officer, Education and es to present the item.	Members of the Special Education Local Plan Area
Trustee McNic Committee.	holas gave a special thank you to the members of the SELPA Advisory	Community Advisory Committee
Members of the	by Trustee McNicholas and seconded by Trustee Hanacek to approve Special Education Local Plan Area Community Advisory Committee. The 7-0 by a roll call vote. Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas None None	Agenda Item 17
	ckus recognized Susan Holliday, Chief Administrative Officer, Education rvices to present the item.	Memorandum of Understanding with WestEd for
Memorandum	by Trustee McNicholas and seconded by Trustee Castellanos to approve of Understanding with WestEd for the California Healthy Kids Survey e motion carried 6-1 by a roll call vote.	the California Healthy Kids Survey 2020-2021 Agenda Item 19
AYES: NOES:	Trustees Braunstein, Bullockus, Castellanos, Hanacek, Jones, and McNicholas Trustee Davis	Agenua nem 17
ABSENT:		
President Bullo	ckus Kirsten M. Vital Brulte, Superintendent, to present the item.	Resolution No. 2021-28, Role of
	by Trustee Hanacek and seconded by Trustee Davis to approve Resolution ole of the Board: Powers and Responsibilities. The motion carried 7-0 by a	the Board: Powers and Responsibilities Agenda Item 33
AYES: NOES: ABSENT:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas None	~

It was moved by Trustee Jones and seconded by Trustee McNicholas to adjourn the **Adjournment** meeting, motion carried 7-0 by a roll call vote.

AYES:	Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
	and McNicholas
NOES:	None
ABSENT:	None

President Bullockus announced the meeting adjourned at 10:50 p.m.

Board Clerk Gila Jones, Trustee

Secretary, Board of Trustees Kirsten M. Vital Brulte, Superintendent

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 Greg Merwin, Chief Academic Officer, Education and Support Services
Date:	March 17, 2021
Board Item:	Second Reading – Temporary Board Policy T5121.1, Grades/Evaluation of Student Achievement

### **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 in response to the Coronavirus pandemic. 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 due to COVID-19. "Do no harm" meant 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).

During the current 2020-2021 school year, local and state health orders continue to modify how instruction may be provided. In response to the ongoing COVID-19 pandemic, staff continues to

Page 1 of 3

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 transitioned to 100 percent online and delivered through the content management system called APEX. Parent surveys indicated that this online 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. Teachers have 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 did not fully improve the experience. The second semester of PE has been redesigned and improved with middle school PE teachers developing their own curriculum and no longer using APEX.

There are no restrictions on the grading policy/system adopted by the Board in terms of the grades issued (A-C and no-credit, A-D scale, etc.). As outlined below, provided the grading system is clear and uniform, there are no specific requirements regarding the types of letters or grades issued. The California Department of Education (CDE) recognized that given the circumstances of COVID-19, some districts are considering a variety of options and determining grading systems is a local decision.

Education Code § 49067(a) clarifies that it is the district's board which prescribes the rules regarding the evaluation of each student. It is the teacher who, using the system developed by the board, determines the student grade. (Education Code § 49066(a).) Per the CDE (link), there is nothing in Education Code which governs whether a class can be offered as credit/no credit, pass/fail or a modified A–D. CDE's April 2020 guidance to districts clarified that, "Local Education Agencies (LEAs) have the authority to determine how final grades will be assigned and teachers have final discretion when assigning grades." This statement effectively captures the distinction between grading policies, which are adopted by the board, and individual student grades, which are assigned by the teacher.

If it is the desire of the board, the district may utilize a modified system that includes both letter grades and no-credit during this time.

Staff continues recommending the addition of Credit/No Credit language to the temporary policy for only secondary APEX PE courses. Students who would normally be highly successful in PE did not perform well in the first semester. 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 APEX PE grade marks.

Staff develop two options of draft Temporary Board Policy T5121.1 language to add the flexibility for secondary APEX PE students to receive "CR" for Credit or "NC" for No Credit in lieu of a letter grade. **Option 1 is based on Trustee direction from the February 17, 2021 Board meeting** and Option 2 is tied to subsequent feedback.

Staff updated temporary policy language to have grades default to CR/NC and provide students the option to select a letter grade in lieu of a CR. Each option implements the process a little differently. Option 1 and Option 2 are the same except for the main difference that in Option 2 the letter grade of B would default to the letter grade and not default to CR, but a student could still requested a CR. The other difference between the two options is that in Option 2 the grade of D defaults to CR without the option for a letter grade.

### In Option 1: (in Red Text)

- Students who earned an A will default to the letter A grade automatically.
- Students who earned a B, C or D will default to a CR mark and will have the option to select a letter grade in lieu of the CR mark.

### In Option 2: (in Blue text)

- Students who earned an A or a B will default to the letter A or B grade automatically.
- Students who earned a B will have the option to select a CR in lieu of the letter grade.
- Students who earned a C or D will default to a CR mark and students who earn a C will have the option to select a letter grade in lieu of the CR mark.

In both options, students who are not successful and are failing PE will automatically 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 have a negative 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.

Following discussion, staff recommends the Board of Trustees take action to approve either option one or option two of 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 concernU = Unsatisfactory

English Language Learners (ELL) will receive progress reports on levels of English language fluency.

### GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

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

### Option 1:

During the 2020-2021 school year, <u>APEX</u> physical education courses will be graded using a <u>Credit</u> (CR) or No Credit (NC) mark. At the end of each quarter/semester, students will be provided the opportunity to select a letter grade in lieu of Credit (CR) or No Credit (NC) mark. Letter grades of A, B, C or D qualify as CR. A letter grade of an F qualifies for NC. If no selection is made, the grade will default to a CR/NC.

\*Physical Education teachers will work with students to provide each student the option to select a letter grade for the previous quarters and/or semester.

### **GRADES/EVALUATION OF STUDENT ACHIEVEMENT** (continued)

\*All Students who earned an A in the last semester/quarter will revert to the letter grade.

\*All student who earned an F will receive NC.

Option 2:

During the 2020-2021 school year, <u>APEX</u> physical education courses will be graded using <u>both</u> letter grades and Credit (CR) or No Credit (NC) marks. Physical Education teachers will work with students to provide each student the option to select a letter grade or CR for the previous quarters and/or semester where applicable:

\*All Students who earned an A or B in the current and last semester/quarter will revert to the letter grade. Students who earned an A will receive an A letter grade; CR is not an option. Students who earned a B will receive a B letter grade but will have the option of selecting CR.

\* Letter grades of a C or D will be default as CR.

\*At the end of each quarter/semester, students who received a C letter grade will be provided the opportunity to select a C letter grade in lieu of CR.

\*All students who earned a D will default to CR; letter grade is not an option.

\*All student who earned an F will receive No Credit (NC).

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 <u>APEX</u> physical education Credit/No Credit notation will not be included in determining the academic grade point average.

In <u>APEX</u> physical education courses, evaluation of student work may be denoted using <u>letter</u> <u>grades or</u> the following symbols:

CR = Credit NC = No Credit

Physical education teachers may use the CR mark to designate that the student should receive eredit for the course in place of the letter marks A, B, C, and D. Students who receive select a CR mark 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.

### GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

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)

### GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

Legal Reference: <u>EDUCATION CODE</u> 48070 Promotion and retention 48431.6 Required systematic review 49066 Grades; finalization; physical education class 49067 Mandated regulations regarding pupil's achievement <u>Johnson v. Santa Monica-Malibu Unified School District Board of Education (App. 2 Dist. 1986</u> 224 Cal. Rptr. 885, 179 C.A. 3d 593)

Policy adopted: July 15, 2020 revised: December 16, 2020 **CAPISTRANO UNIFIED SCHOOL DISTRICT** 

San Juan Capistrano, California

### CAPISTRANO UNIFIED SCHOOL DISTRICT **BOARD REPORT**

To:	Board of Trustees
From:	Kirsten Vital Brulte, Superintendent Clark Hampton, Deputy Superintendent Greg Merwin, Chief Academic Officer, Student Support Services
Date:	March 17, 2021
Board Item:	Process for Reopening of Schools 2.0 for the 2021-2022 School Year

### **OVERVIEW OF OBJECTIVES**

Staff presents an overview to Trustees regarding the process for Reopening Schools 2.0 for the 2021-2022 school year.

This Board Report addresses the following:

1. Board Priorities

- 2. Reopening 2.0 CAPE Team and Action Labs
- 3. Parent Focus Groups and Survey Results
- 4. Classified, Certificated, and Administrators in Partnership for Excellence
- 5. Interest Based Approach for Development of Proposals
- 6. Reopening 2.0 Progress
- 7. Timeline and Next Steps

### BACKGROUND

At the January 20, 2021, Board meeting Trustees have directed the Superintendent to "open school as normal if we are able to do so, as determined by the criteria established by the California Department of Public Health (CDPH) for the 2021-2022 school year." If that is not possible, then staff will create a Reopening 2.0 Plan that addresses the Board approved priorities for both elementary and secondary grade levels, providing quality in-person and 100 percent online instructional programs for students in both general education and special education.

In this Board Report, staff will provide Trustees with information regarding the process for developing plans for the 2021-2022 school year. The report includes information regarding the Reopening 2.0 CAPE Team members, the Classified, Certificated, and Administration in Partnership for Excellence (CAPE) collaborative team format, parent and staff surveys and focus groups. This item only addresses the process by which staff will create a Reopening plan for 2021-2022. At the April 21, 2021, Board meeting, the Reopening 2.0 CAPE Team will present a draft plan that will include models, programs, and proposed next steps for the Reopening 2.0 Plan. This draft Reopening plan will be presented at the April 21, 2021, Board meeting for discussion only, and then will return at the May 19, 2021, Board meeting for final action.

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### **Board Priorities for Reopening 2.0**

At the January 20, 2021, Board meeting, Trustees provided the following direction and defined priorities for Reopening in the 2021-2022 school year as follows:

Under Closed Session items Public Health Emergency and Conference with Labor Negotiators, Trustees voted 7-0 to direct the Superintendent to open school as normal if we are able to do so, as determined by the criteria established by the California Department of Public Health for the 2021-2022 school year;

If that is not possible, then create a Reopening 2.0 Plan that addresses the following Board approved priorities:

- Provide to the greatest extent possible a "normal experience" for middle school and high school students by restoring and "bringing back" PE and elective courses that were previously cut for the 2020-21 school year, and by reinstating the Graduation Board Policy Requirement of 220 credits; and include sports, performing arts, clubs and extracurricular activities.
  - Provide daily live instruction for middle school and high school students where all students benefit from live instruction during both their in-person and virtual learning days; and support for 6th grade students who would benefit from additional support by providing an option to be on campus four full days per week;
- Provide elementary students who need additional intensive support and intervention, and who have experienced learning loss, by providing academic intervention;
- Create a 100% online learning program option TK-12 through Cal Prep/Capo Virtual by providing daily live instruction and a traditional bell schedule for those students who choose to be online.

These established Board priorities guide the work of the Reopening 2.0 CAPE Team and Reopening Action Labs in the development of a Reopening 2.0 proposal for the 2021-2022 school year.

### **Reopening 2.0 CAPE Team and Action Labs**

Staff worked collaboratively with CUEA, CSEA, and Teamsters to develop a team structure that would encourage collaboration and participation by all team members who have expertise and interest in Reopening.

The Reopening Lead CAPE Team is comprised of leadership from all four employee groups and one facilitator: Ronda Walen, California School Employee Association (CSEA); Joy Schnapper, Capistrano Unified Educators Association (CUEA); Sam Carlin, Teamsters; and Greg Merwin, Capistrano Unified School District. Rich Montgomery, Assistant Superintendent, is the facilitator of the CAPE Team process.

The Reopening Team also includes members from all associations who serve on focused work groups called Action Labs. Each Action Lab is tasked with developing a specific area of focus for the Reopening draft plan.

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The following table provides the Action Labs, their areas of focus, and their members:

<b>Communications Team</b>	Online School	School Schedules
Ryan Burris Kristen Nelson Casey Swenson Ann Tademy	Susan Holliday Peggy Baerst Julia DeWees Jolene Dougherty Manoj Mahindrakar Jayne Martin Sean Rozell Sheri Saladow Karen Scott Greg Young	Manoj Mahindrakar Kelly Anderson Kristin Hilleman Kim Lynch Jayne Martin Debbie Miller Lima Omar Karen Scott Nick Stever Julie Uy Greg Young
Specialized Programs	Special Education	Professional Learning
Stacy Yogi Connie Bethurum Greg Hauser Susan Holliday John Misustin Margaret Rettele Catherine Thompson	Don Mahoney Luci Coppola Karen Gervais Gianna Kuehn Cathy Romagnano Janelle Stever Molly Thoman	Laura Lyon Kelly Anderson Stephanie Avera Kay Connolly Kim Lynch Nick Stever
<b>Staffing</b>	<b>Facilities</b>	<u>Fiscal</u>
Robert Miller Chris Carter Natalie Engelson Mike Hulse Jeff Jones Laura Lyon	John Forney Mike Brandt Ozzy Florentino Alex Hernandez David Martin Johnny Portillo Mark Rivadeneyra Amy Strange Larry Vernaza	Philippa Townsend Kirsty Braun Stacy Yogi Greg Young
<u>Technology</u>	<b>Transportation</b>	
Sean Rozell Stephanie Avera Michelle Benham Doung Hanson Kim Lynch Karen Scott	Carlos Chicas Amanda Bacopulos Sam Carlin Jay McNamara Andrea Meissner Lima Omar Alex Perez Molly Thoman	

 Table 1: Action Labs and Members

### Parent and Student Feedback through Surveys, Focus Groups, and New Input Form

Staff recognizes the importance of parent feedback in the development of the Reopening 2.0 draft plan. In order to solicit feedback from families, staff surveyed parents and high school students in November 2020, December 2020, and January 2021 in order to understand parent and student perspective regarding the current Reopening programs and services, and health and safety guidelines, for the 2020-2021 school year. Specific surveys were created for families in elementary, middle, and high school levels, as well as for parents with students who have an IEP and for high school students. Also, surveys were provided in both English and Spanish.

In addition to surveys, staff facilitated parent focus groups in February 2021. During the weeks of February 15, 2021, and February 22, 2021, staff facilitated 5 parent focus groups to solicit additional feedback from parent representatives regarding priorities for programs and services for Reopening 2.0 planning. The focus group sessions were:

- CUCPTSA Middle School Focus Group on February 17, 2021
- CUCPTSA High School Focus Group on February 18, 2021
- CUCPTSA Elementary School Focus Group on February 19, 2021
- Community Advisory Committee (CAC) Focus Group on February 24, 2021
- District English Learner Advisory Committee (DELAC) Focus Group on February 24, 2021

At each focus group meeting, staff asked parent representatives to share "what is working well and successes in the 2020-2021 school year (1.0)" and "suggestions for improvements for the 2021-2022 school year (2.0)." Parent representatives recorded their responses on a document and then participated in a group discussion to emphasize key points.

To allow parents and community members to provide additional feedback, staff created an online form entitled "CUSD Reopening 2.0 Parent and Community Feedback Form" where families and community members can submit an anonymous online form to provide input regarding their values, priorities, and suggestions for Reopening 2.0. A link to the form can be found here and in the Board Report presentation:

### https://docs.google.com/forms/d/e/1FAIpQLSfFzyWIN7rfwKN4EO0h5-\_qPlCEB2NVs0kctkFQ 8wHIUZPdNw/viewform?usp=sf\_link

### Staff Feedback through Survey and Reopening Team Representation

Staff also values the feedback and input from all classified and certificated staff and administrators. All District employees were provided a survey in January 2021 to solicit feedback regarding fall 2020 Reopening programs, services, and health and safety guidelines. Additionally, certificated, classified, and Teamster representatives on every Reopening Action Lab provides District staff with the opportunity to share feedback on the draft plan through their Lab representative. Action Lab representatives will reach out to their respective employee groups that they represent for additional feedback during the development of the plan.

### Classified, Certificated, and Administrators in Partnership for Excellence

In 2019, the District committed to participate in the Labor Management Initiative (LMI), a project of the CA Department of Education that is focused on building collaborative partnerships amongst key school district stakeholder groups.

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The purpose of CAPE is (1) commit to a culture of shared decision making, (2) engage in regularly scheduled collaboration sessions to focus on constant improvement, and (3) solve challenges together using the Interest Based Process. The Reopening Team has adopted this CAPE model to ensure a collaborative and effective planning approach to developing the Reopening draft plan.

### **Interest Based Approach for Development of Plan**

The Interest Based Approach to problem solving is a non-adversarial means of collaboratively working together in an effort to achieve mutually beneficial outcomes in any given situation. Due to the previous success of this collaborative process being used in the District, staff is using the Interest Based Process in our Reopening 2.0 Action Labs and CAPE team.

### **CURRENT CONSIDERATIONS**

### **Reopening 2.0 CAPE Team and Action Lab Progress**

The Reopening 2.0 CAPE Team and Action Labs began meeting on January 27, 2021. The following has been accomplished by the Reopening Team:

- Reviewed Board Priorities for Reopening
- Developed norms for collaboration and sharing of ideas
- Reviewed Fall 2020 Reopening survey results from parents, high school students, and staff
- Received training in "interest based approach"
- Developed focus areas for the Action Labs
- Assigned leads and members to each Action Lab
- Reviewed current Reopening 1.0 instructional programs and services
- Began development of proposals in each area

### Timeline and Next Steps

At the April 21, 2021, Board meeting, the Reopening 2.0 CAPE Team will present a draft plan that will include models, programs, financial implications, and proposed next steps for the Reopening 2.0 Plan. This draft Reopening plan will be presented at the April 21, 2021, Board meeting for discussion only, and then will return at the May 19, 2021, Board meeting for final action. Once Board approved, staff will provide a detailed timeline for communication, training, and implementation.

### FINANCIAL IMPLICATIONS

There are no financial implications for this item. Staff will present financial implications with the Reopening 2.0 proposal at the April 21, 2021, Board meeting. It is expected the adopted plan will be majority funded by the state's AB86 grant.

### **STAFF RECOMMENDATION**

This is an information item only. No Trustee action is requested.

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Process to Reopen Schools for the 2021-2022 School Year

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# **BOARD PRIORITIES**

# **GUIDE DECISION MAKING**

7-0 to direct the Superintendent to open school as normal if we are able to do so, as determined by the criteria established by the California Department of and Conference with Labor Negotiators, Trustees voted Under Closed Session items Public Health Emergency Public Health for the 2021-2022 school year. If that is not possible, then create a Reopening 2.0 Plan



that addresses the following Board approved priorities...

# **BOARD PRIORITIES**

# **GUIDE DECISION MAKING**



- Provide to the greatest extent possible a "normal experience" for middle school and high school students by restoring and "bringing back" PE and elective courses that were previously cut for the Policy Requirement of 220 credits; and include sports, performing 2020-21 school year, and by reinstating the Graduation Board arts, clubs and extracurricular activities.
- Provide daily live instruction for middle school and high from additional support by providing an option to be on school students where all students benefit from live instruction during both their in-person and virtual learning days; and support for 6th grade students who would benefit 0

campus four full days per week;

# **BOARD PRIORITIES**

# **GUIDE DECISION MAKING**

- intensive support and intervention, and who have experienced learning loss, by providing academic Provide elementary students who need additional intervention
- 12 through Cal Prep/Capo Virtual by providing daily Create a 100% online learning program option TKlive instruction and a traditional bell schedule for

those students who choose to be online.



### UNIFIED SCHOOL DISTRICT CAPISTRANO

# C.A.P.E. TEAMS



teams comprised of the following collaborative problem solving District and Site level members:

- Classified Rep(s)
- Certificated Rep(s)
  - Administrator(s)

# CAPISTRANO

# **REOPENING CAPE TEAMS**



# PARENT AND STUDENT INPUT CAPISTRANO UNIFIED SCHOOL DISTRICT



# Parent / Student Surveys

November 2020 - January 2021

### Parent Focus Groups

 5 Separate meetings held for elementary, middle and high school as well as CAC and DELAC

# Online Parent Feedback Form

Parents/Community Members invited to provide anonymous feedback regarding suggestions for Reopening 2.0

# WORK ACCOMPLISHED



Review of our Current Programs and Plan Reviewed Parent/Student Survey Results



Trained Team Members in Interest Based Process

EXHIBIT #24

SURVEY

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# CAPISTRANO CREATED LIST OF FOCUS AREAS

### REOPENING 2.0 TOPICS

### COMMUNICATIONS

HUMAN RESOURCE SERVICES

STAFFING

PROFESSIONAL LEARNING

3yan Burris | Greg Young | Casey Swenson | Kristen Nelson COMMUNICATION PLAN

CTION LIST

Create Communication for announcement of 220 credit reinstatement

- Create plan to provide effective updates with parents and stakeholders
- Share timelines for parents to determine which program they want to choose Joint Communique will be used to communicate with staff ....
  - Determine cost (if using print media)

    - Flyers, mailers, etc.

### EDUCATION & SUPPORT SERVICES

member   Manoj Mahindrakar   Jolene Dougherty   Julia DeWees   Jayne Martin   Peggy Baerst st	Susan Holliday   Sean Rozell   Greg Young   CSA   Rely Anderson   Jayne Martin   Kim yunch   Nick Stever   member   Manroj Mahindrakar   Jolene Dougherty   Julia   Greg Young   Manroj Mahindrakar   Julie Uy   CSCA DeWees   Jayne Martin   Pegg Baens: secondary office rep   Lima Omar
CITION LIST Capporting full High School catalog of courses Decide whore teaches what Decide where teachers teach from Capecide where teachers teach from Capital Capital	ACTION LIST Determine Options o Pre-School

### ACTION LIST

- Determine timelines for parents to decide Supporting full High School catalog
   Decide who teaches what
   Decide where teachers teach from
   Determine timelines for parents to
  - Determine Curriculum that will be used which program they want
    - Adhere to deadlines (work w/ the 00

embedded in the school schedules of each level

Determine how intervention programs will be

D

Middle Schools High Schools

0

- Develop communication material that outlines the difference between the options presented Communication Team) D
  - (using a Keep It Simple Silly model) for
    - Online Program with Bell Schedule students and parents

but not limited to ½ Day Model, Program A and

Identify support that will be needed from

Hvbrid, etc.

D D

**Classified employees** classified employees

Identify support that will be provided to

Determine from a variety of options, including Work with Transportation team to determine

viability of options

(above)

- Identify support that will be needed from Return to Normal "Brick and Mortal"
  - Identify support that will be provided to classified employees D

### classified employees

SPECIALIZED PROGRAMS

### Karen Gervais | CUEA member | Janelle Stever | Don M or Heidi H | Molly Thoman | Elementary Paraeducator | Luci SPECIAL EDUCATION hompson | John Misustin | CSEA member | Stacy Yogi susan Holliday | CUEA member | Greg Hauser | Cat

ACTION LIST Determine Categorical Program Needs
 Identify support that will be needed fro

 Determine Program Needs for Special Education
 Identify support that will be needed from Identify support that will be needed from Classified employees

Identify support that will be needed from

ACTION LIST

Classified employees classified employees

Identify support that will be provided to

Identify support that will be provided to

D

classified employees

Work with Staffing Committee to determine site based needs based on student enrollment and Natalie Engelson | CUEA member | Robert Miller | Laura Identify support that will be needed from Identify support that will be provided to Classified employees Classified employees projections yon | Chris Carter ACTION LIST Online Delivery of Instruction (how to do well)
 Vertical Articulation (Certificated and for staff centered around the following topics Determine tools/resources that will be used to be us Laura Lyon | Nick Stever | Kelly Anderson| Kim Lynch | Develop and ensure adequate training time Determine how Professional Learning will happen throughout the 21-22 school year Identify support that will be needed from Pacing Guide Development
 Determine how Pre-Service Days will be Identify support that will be provided to Vertical Articulation (Certificated and CSEA member | Stephanie Avera utilized (create agenda) identify learning gaps classified employees Classified employees Safety Protocols classified) ACTION LIST 0

### **BUSINESS SERVICES**

Facilities	FISCAL MATTERS
John Forney   Custodial Rep from Elementary, Middle	Philippa Townsend   Greg Young   Stacy Yogi   CSEA
and High School   Custodial Night Manager   Larry	member   Elementary teacher
Vernaza   Grounds Lead   CUEA member   Mike Brandt	
	ACTION LIST
ACTION LIST	Ensure fiscal solvency throughout decision
<ul> <li>Ensure physical plant(s) can support</li> </ul>	making
recommendations made	
Analyze the impact to custodial services to	
support the reinstatement of sports,	
performing arts, after school programs, etc.	
Identify support that will be needed from and	
to Classified employees	
TECHNOLOGY	TRANSPORTATION
Sean Rozell   Kim Lynch   CSEA member   Benham,	Carlos Chicas   Lima Omar   Alex Perez   Molly Thoman
Baker, or Misustin   Stephanie Avera   Karen Scott	Andrea Meisner
ACTION LIST	ACTION UST
Collaborate with the Online School Team	Collaborate with the School Schedules Team to
Determine viability of options related to 1 to 1	determine viability of options related to
technology device program	transportation of students
Identify support that will be needed from and	
to Classified employees	

# **ACTION LABS**

- 1) Small Team made up of strategically selected District staff with expertise in a given area EXHIBIT #24
  - 1) Singular Focus One Topic
- 1) Improve upon an already existing foundation
- 1) Create a plan with a sense of urgency







## CAPISTRANO UNIFIED SCHOOL DISTRICT

# **ACTION LABS**



Provide feedback on what worked well Record what each party wants to see happen

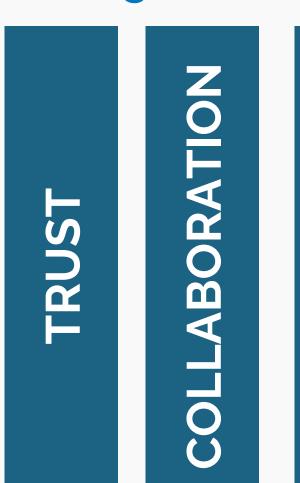
List agreed upon options to open successfully

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### CAPISTRANO UNIFIED SCHOOL DISTRICT



### CUSD's Commitment to Our Students, Parents, & Staff







RESULTS

RESULTS 🛹

EX<mark>HIBI</mark>T #24

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## CAPISTRANO UNIFIED SCHOOL DISTRICT



Reopening 2.0

Questions?



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### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From:	Clark Hampton, Deputy Superintendent, Business and Support Services
Date:	March 17, 2021
Board Item:	Selection of Most Beneficial Proposal, and Approval of Agreement Regarding Right to Purchase ("Las Ramblas Property")

### **HISTORY**

On March 1, 2016, the District entered into an agreement with Pacific Point Development Partners, LLC, where the District received the right to purchase the 7.292 acre Pacifica San Juan Property located at the north east corner of Camino Las Ramblas and Avenida California for a purchase price of \$6,000,000 (PPDP Agreement). The PPDP Agreement also allows the District to assign its right to purchase the Property by identifying a third party willing to acquire the Property through a separate agreement.

In August 2018, the District circulated a RFP seeking parties interested in acquiring the Property through an assignment of the PPDP Agreement, and entered into an agreement with Lennar Homes of California, Inc. (Lennar). During the Due Diligence Period, Lennar cancelled the agreement.

Based on an April 27, 2018 First Amendment with PPDP, the District currently holds the option to purchase the Property through the PPDP Agreement which the District can exercise any time before May 30, 2021. The District can extend this option again to November 19, 2021, by making another deposit of \$800,000 by May 1, 2021, all pursuant to the terms of the existing PPDP Agreement, as amended. These deposits will all be credited toward the District's purchase price when the District completes the purchase of the Property. The District team has been negotiating with the Property owner for revisions to the PPDP Agreement terms, including an extension of the outside option date in exchange for more non-refundable deposits.

Simultaneously, in November of 2020, the District team issued a new RFP to interested developers/buyers who may be interested in acquiring the right to purchase the Property. The District received and reviewed proposals in response to its RFP, and has been negotiating with the entity which seems to have offered the most beneficial terms to acquire the right to purchase the Property.

### **BACKGROUND INFORMATION**

Because the District does not currently own (or hold title to) the Property, the proposed Agreement regarding the right to purchase creates a "pass-through" title arrangement whereby

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title to the Property goes directly from the Owner to the developer/buyer which is ultimately selected by the Board. The District will never own the Property pursuant to this transaction, but instead will facilitate the transfer of title from Owner the chosen developer/buyer.

### **CURRENT CONSIDERATIONS**

The District's negotiating team has discussed with the Board the price and terms of payment issues associated with the offers received pursuant to the RFP process, and has been negotiating with the entity which seems to have offered the most beneficial terms to acquire the right to purchase the Property.

### FINANCIAL IMPLICATIONS

The Agreement regarding the right to purchase will establish the payment the selected developer/buyer will make to the District for the right to purchase the Property. Furthermore, as was done previously, the District may also continue to direct staff to review and assess the specific capital outlay, maintenance and other facilities related needs of school sites that serve the Pacifica San Juan CFD; specifically, Palisades Elementary School, Shorecliffs Middle School and San Juan Hills High School, and provide that the proceeds from this transaction be spent on identified projects at such schools. Such direction can continue into the future and specific action(s) may be taken closer to these property transactions closing.

### **STAFF RECOMMENDATION**

It is recommended that the Board of Trustees 1) select the most beneficial proposal for the purchase of the District's existing right to acquire the 7.292 acres from its current owner, and 2) approve an Agreement regarding right to purchase (Las Ramblas Property). <u>\*Please note, the Agreement was not yet finalized or available at the time of printing the District's agenda; however, should the Agreement be finalized by the Board Meeting, said Agreement will be made available to the public that evening.</u>

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

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Clark Hampton, Deputy Superintendent, Business and Support Services John Forney, Chief Facilities Officer, Facilities Planning
Date:	March 17, 2021
Board Item:	First Reading – Board Policy 1325, Advertising and Promotion

### **HISTORY**

The *Advertising and Promotion* Board Policy is essential to align with Board policy requirements imposed by state and local governmental agencies.

### **BACKGROUND INFORMATION**

Board Policy 1325, *Advertising and Promotion* was last revised on September 24, 2014 and is in need of an update in order to better reflect the current circumstances of the District. The existing Board Policy 1325, *Advertising and Promotion*, provides substantial guidance relative to distribution of materials, but limited regulation relative to advertisement. Recent events at some school sites has created friction relative to the manner in which some coveted advertising space, such as, specifically, space on athletic scoreboards, is awarded. Moreover, there is limited guidance in terms of the types of advertisements that are acceptable.

### **CURRENT CONSIDERATIONS**

Facilities Planning staff is proposing revised language to Board Policy 1325 in order to bring the policy current by aligning with the recommendations from the California School Boards Association policy. Language includes criteria for both distribution and advertising and specific criteria for approval that would provide safeguards for advertising content. Additionally, the revised policy would introduce an initial competitive "bidding" procedure to ensure a fair, equal, and transparent selection of an advertiser, while also maximizing the fundraising benefit to the school.

### FINANCIAL IMPLICATIONS

There is no financial impact.

### **STAFF RECOMMENDATION**

Staff recommends the Board of Trustees approve the first reading of Board Policy 1325 *Advertising and Promotion*.

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

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

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### **Community Relations**

### **ADVERTISING AND PROMOTION**

### **Distribution of Materials**

The Board of Trustees desires to avoid the cost and disruption inherent in the distribution of non-District-related promotional materials, and to limit student exposure to advertisements and promotional materials generally referred to as "flyers" to those that are related to schoolsponsored activities or activities sponsored by groups affiliated with the District. Therefore, in order to maintain a closed forum regarding the distribution of advertisements, flyers, and other forms of solicitation by groups or individuals not affiliated with the District, the distribution of these materials will not be permitted.

The Superintendent or designee may approve the distribution of printed materials to students if the materials are prepared by District-<u>related\_affiliated</u> organizations, extend the community's cultural, recreational, artistic, or educational opportunities, and do not promote any particular commercial, religious, or political interest.

"District-affiliated organizations" are parent-teacher groups, education foundations, booster clubs, and other organizations that have been authorized per Board Policy. Organizations may request promotional consideration pertaining only to the scope of their agreement with the District.

The schools shall not distribute partian materials pertaining to a candidate, party, or statewide ballot measure. However, materials prepared by District-related organizations may be distributed to announce public forums in which all candidates or sides of an issue are invited to participate.

Products and informational materials donated by commercial enterprises may be used in the classroom as long as they serve an educational purpose and do not unduly promote any commercial activity or products. Such materials may bear the name or logo of the donor. The use of such materials does not imply District endorsement of any identified commercial products or services.

Advertising copy may be solicited and prepared only to the extent that this process furthers the educational well-being of the students involved. Excessive solicitation of the same sources shall be avoided. Students shall not be exploited to raise money, and time spent securing ads shall not infringe upon the school program.

School\_-\_sponsored publications shall serve as a learning experience and are not intended to serve as a public forum. The District may prohibit advertisements which are inconsistent with school objectives or do not reasonably relate to the educational purpose of school\_-\_sponsored publications.

Such prohibitions shall apply during school hours and during all school events, but shall not apply to otherwise authorized Civic Center Act users of District facilities during their periods of authorized use. The Superintendent or designee may, however, condition any Civic Center Act use of any District facilities to include an express requirement that the user of the facility only distribute materials during periods of authorized use and that they remove any materials distributed during their events from the school sites before the commencement of the next school day.

### Advertising on School Properties

The Superintendent, principal, or designee may approve certain paid advertisements on school property, subject to the *Criteria for Approval* set forth below. For areas with limited advertising space, including specifically physical space on scoreboards, billboards, and marquees ("Prime Space"), advertisers shall be identified and selected utilizing the *Procedure for Selection of Advertisers for Limited Resources* set forth below. For all other spaces, including advertising on school, backstop, or track fences, or on school buildings ("Common Advertising Spaces"), the *Procedure for Selection of Advertisers for Limited Resources* may, but are not required to, be utilized, at the discretion of the Superintendent, principal or designee.

Any and all advertisements shall be limited to no more than five (5) years for Prime Space, and one (1) year for Common Advertising Space. After such time, advertisements (i) in Prime Space shall be again subject to the *Procedure for Selection of Advertisers for Limited Resources*, and (ii) in Common Advertising Space shall either be renewed or removed.

### Criteria for Approval

In connection with such advertisements, the Superintendent, principal, or designee shall not permit advertisements that:

- 1. Are lewd, obscene, libelous, or slanderous;
- 2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools;
- 3. Promote any particular political interest, candidate, party, or ballot measure;
- 4. Contain prayer or proselytizing language;
- 5. Discriminate against, attack, or denigrate any group on account of any unlawful consideration;
- 6. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, advertisements for tobacco, intoxicants, and movies or products unsuitable for children;
- 7. Promote during the school day any food or beverage that does not comply with state nutritional standards pursuant to Education Code §§ 49430-49434, including a corporate incentive program that offers free or discounted foods or beverages that do not meet nutritional standards as rewards for students who reach certain academic goals. This prohibition does not include advertising on clothing with brand images worn on school grounds, advertising contained in product packaging, or advertising of infrequent school fundraising events involving food

or beverages that do not meet the nutritional standards. (Education Code § 49431.9);

- 8. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy; or
- 9. Distribute unsolicited merchandise for which an ensuing payment is requested.

The Superintendent or designee may also consider the educational value of the advertisements, the age or maturity of the students in the intended audience, and whether the advertisements support the basic educational mission of the district, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

### Procedure for Selection of Advertisers for Limited Resources

With respect to areas with limited advertising area defined above as Prime Space, the Superintendent, principal, or designee shall utilize the informal competitive selection process set forth below to ensure a fair, equal, and transparent selection of an advertiser, while also providing the maximum fundraising benefit to the school. For all other spaces, defined above as Common Advertising Spaces, the informal competitive selection process below may, but is not required to, be utilized at the discretion of the principal or designee.

Before selecting an advertiser, the Superintendent, principal, or designee shall notice their intent to receive proposals from interested advertisers for such space, by at minimum (1) sending an e-mail to all current families attending the school and to the current advertiser, if any, for such space, to the extent such e-mails are on file with the school; (2) posting notice on any social media platforms officially utilized by the school for communicating with its current student and parent community; and (3) posting notice, as applicable, at any locations where such notices are typically posted at the school site and on the home web pages of both the school and, if the space involves athletic facilities, the school's athletic department, if any.

The notice shall reasonably describe:

- the available advertising space;
- the duration for such advertisement;
- the date, time, location and/or manner in which proposals must be received;
- the minimum price, if any, for advertising in such space; and
- any other procedures for submitting to and selecting proposals as may be determined by the school site.

The date for receipt of proposals shall be at least three (3) weeks after the date of the initial notice. The Superintendent, principal, or designee shall also post notice in any student or parent newsletters distributed by the District, if such newsletter is to be printed and/or electronically delivered during the three week advertising period.

The Superintendent, principal, or designee shall select the highest conforming proposal whose advertisement otherwise conforms with the criteria established above as *Criteria for Approval*. In the event of a failure or default in connection with the highest proposal, the Superintendent, principal, or designee may continue to select the next highest proposal until a successful proposal is finalized, or else they may at any point reject all proposals at their sole discretion. In the event this procedure fails to produce a successful proposal for advertising space, the Superintendent, principal, or designee may either repeat the process, or directly negotiate with a qualifying advertiser for the remainder of the school year(s) for which proposals were sought.

This policy is intended to benefit the school site, by maximizing the revenue generated for its school programs from such donations, and not intended to create a right or interest for, or for benefit of, any of the persons or entities submitting proposals.

### Advertising in District Publications and Social Media Platforms

The Superintendent or designee may, consistent with the criteria established in this policy, approve paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media. In approving such advertisements, the *Criteria for Approval* established above with respect to **Advertising on School Properties** shall be applied for guidance and schools may additional establish criteria pertaining to the content of advertisements in such publications as deemed appropriate by the Superintendent or designee.

Legal Reference:

EDUCATION CODE 35160 Authority of governing boards 35172 Promotional activities 40040-40047 Civic Center Act 48907 Student exercise of free expression <u>BUSINESS AND PROFESSIONS CODE</u> 25664 Advertisements encouraging minors to drink <u>Bright v. Los Angeles Unified School District</u> (1976) 134 Cal. Rptr. 639, 556 P. 2d 1090, 18 C. 3d 450 <u>Citizens Legal Defense Alliance, Inc., Jarvis v. Miller et al</u>, Los Angeles Unified School District, Super. Ct. Los Angeles County, 1978, No. C 230935

Policy

Adopted: October 2, 1995 Revised: March 8, 2011 Revised: September 24, 2014 Revised: March 17, 2021

### CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From:	Kirsten M. Vital Brulte, Superintendent
Date:	March 17, 2021
Board Item:	REVISED SELECTION OF TRUSTEE PARTICIPATION ON VARIOUS COMMITTEES

### **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 effecting public schools throughout the state. The CSBA Delegate Assembly appointment is typically a two year term.

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### 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**

During the December 16, 2020 Board Meeting, Trustee assignments to various committees and other groups were formally voted on by the Board. The exhibit includes a listing of appointments, as voted on, and the name or names of the Trustee(s) who serve on the committees during 2021. Board President Bullockus has asked that this item be brought back for revision to allow for a change of assignment. This agenda item allows for the Board of Trustees to take action to switch Trustee Bullockus and Trustee Davis in their roles as representatives on the Instructional Materials Review Committee (IMRC) and California School Boards Association (CSBA). Trustee Bullockus will resume her role as a CSBA Delegate and Trustee Davis will assume the role as representative on the IMRC. Trustee Davis is currently an alternate on the IMRC. This change from alternate to member allows Trustee Davis to take a more active role on the IMRC. Trustee Bullockus will resume her role as Delegate with CSBA in place of newly appointed Trustee Davis. Also included in the exhibit is a REVISED Trustee Participation on Various Committees for the 2021 calendar year that reflect these changes. There is no financial impact.

### FINANCIAL IMPLICATIONS

There are no financial implications.

### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees review the REVISED Trustee Participation on Various Committees as presented in the exhibit and take action to approve the new assignments for Trustee's Bullockus and Trustee Davis.

**PREPARED BY:**Colleen Hayes, Manager II, Board Operations/Superintendent's**APPROVED BY:**Kirsten M. Vital Brulte, Superintendent

### **REVISED TRUSTEE COMMITTEE APPOINTMENTS 2021 BOARD APPROVED DECEMBER 16, 2020MARCH 17, 2021**

- NOMINATING COMMITTEE OF THE ORANGE COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION: <u>1 Trustee and 1 alternate</u> Meets annually prior to the OCSBA dinner meeting in May. 2021 Assignment: Trustee Jones (Alternate-Trustee McNicholas)
- 2. OCSBA POLITICAL ACTION GROUP EFFORT (PAGE): <u>2 Trustees</u> Meets prior to the OCSBA dinner meetings in October, January, March, and May. 2021 Assignment: Trustee McNicholas and Trustee Jones
- INSTRUCTIONAL MATERIALS REVIEW COMMITTEE (IMRC): <u>2 Trustees</u> Meets only if a committee member has a concern about proposed materials and requests a meeting. 2021 Assignment: Trustee <u>Bullockus-Davis</u> and Trustee Castellanos (Alternate-Trustee <u>DavisBullockus</u>)
- 4. **AD HOC COMMITTEES:** <u>2 or 3 Trustees on each committee</u> Meetings are scheduled through the Superintendent. 2021 Proposed Assignments 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): <u>1 Trustee</u>

Meets on an as needed basis. 2021 Assignment: Trustee Davis (Alternate-Trustee Castellanos)

- 6. **COLLEGE AND CAREER ADVANTAGE:** <u>3 Trustees</u> 2021 Assignment: Trustees Braunstein, Jones, and McNicholas (Alternate: Trustee Davis)
- CALIFORNIA SCHOOL BOARD ASSOCIATION DELEGATE (CSBA): <u>2 Trustees</u> Meets bi-annually in May and November. 2021 Assignment: Trustee <u>Davis Bullockus</u> and Trustee McNicholas

### 8. **BOARD POLICY SUB-COMMITTEE:** <u>2 Trustees</u> Meets quarterly or as needed. 2021 Assignment: Trustee Braunstein and Trustee Jones

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### TRUSTEE COMMITTEE APPOINTMENTS 2021 BOARD APPROVED DECEMBER 16, 2020

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- 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):** <u>1 Trustee</u> Meets on an as needed basis.

2021 Assignment: Trustee Davis (Alternate-Trustee Castellanos)

### 6. **COLLEGE AND CAREER ADVANTAGE:** <u>3 Trustees</u> 2021 Assignment: Trustees Braunstein, Jones, and McNicholas (Alternate: Trustee Davis)

 CALIFORNIA SCHOOL BOARD ASSOCIATION DELEGATE (CSBA): <u>2 Trustees</u> Meets bi-annually in May and November. 2021 Assignment: Trustee Davis and Trustee McNicholas

### BOARD POLICY SUB-COMMITTEE: <u>2 Trustees</u> Meets quarterly or as needed. 2021 Assignment: Trustee Braunstein and Trustee Jones

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