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

January 19, 2022
Closed Session 5:00 p.m. Open Session 7:00 p.m.

## AGENDA

Members of the public may attend the meeting in person. As a K-12 Public School District, we must follow the guidelines established by the California Department of Public Health specifically for schools. These guidelines act as our standard of care. Masks are required for all indoor and public settings, regardless of vaccination status. 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 telephonically by clicking here, register only if you are not attending in person. Those who have registered to comment will receive an email prior to the meeting with information on how to join and comment via a Zoom link. If you are attending in person, 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 5:00 P.M.

## 1. CALL TO ORDER

## 2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. PUBLIC HEALTH EMERGENCY<br>Consultation with Agency Counsel<br>Attorney - Anthony De Marco<br>Kirsten Vital Brulte/Gregory Merwin<br>(Pursuant to Government Code § 54957(a))

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Gregory Merwin/Kathy Purcell
Attorney - Justin Shinnefield
Significant Exposure to Litigation - Three Cases
ADR Case Number 20211027
ADR Case Number 20211029
ADR Case Number 20211122
EXHIBIT B-1
(Pursuant to Government Code § 54956.9(d)(2))
Gregory Merwin/Mike Beekman
Attorney - Alefia Mithaiwala
EXHIBIT B-4
Significant Exposure to Litigation - One Case
(Pursuant to Government Code § 54956.9(d)(2))
C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Gregory Merwin/Kathy Purcell
Attorney - Justin Shinnefield
Significant Exposure to Litigation - Three Cases
OAH Case Number 2021060511
OAH Case Number 2021080708
EXHIBIT C-1

OAH Case Number 2021090752
EXHIBIT C-2
(Pursuant to Government Code § 54956.9(d)(1))
D. CONFERENCE WITH LABOR NEGOTIATORS

District Negotiators: Kirsten Vital Brulte/Rich Montgomery/Clark Hampton
Employee Organizations:

1) Capistrano Unified Education Association (CUEA)

EXHIBIT D-1
2) California School Employees Association (CSEA)

EXHIBIT D-2
3) Teamsters

EXHIBIT D-3
4) Capistrano Unified Management Association (CUMA)

EXHBIIT D-4
5) Unrepresented Employees
(Pursuant to Government Code $\S$ 54957.6)
E. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Rich Montgomery
EXHIBIT E-1
Four Cases
EXHIBIT E-2
(Pursuant to Government Code § 54957)
EXHIBIT E-3
EXHIBIT E-4
F. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Gregory Merwin
EXHIBIT F-1
Principal Supervision and Evaluation
(Pursuant to Government Code § 54957(b)(1))
G. STUDENT EXPULSION

Mike Beekman
One Case
EXHIBIT G-1
Case Number 2022-004

## 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

SPECIAL RECOGNITIONS

## Associated Student Body

San Clemente High School
Chris Carter, Principal
Matt Reid, Activities Director
Zane Pert, Associated Student Body President

## BOARD AND SUPERINTENDENT COMMENTS

## STUDENT BOARD MEMBER REPORT

COLLEGE AND CAREER ADVANTAGE
2021-2022 Mid-Year Update
Pati Romo, Executive Director College and Career Readiness

## 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 EQUIPMENT:

This is a monthly item. Approval of donations of funds and equipment. A number of gifts have been donated to the District, including $\$ 197,129.88$ 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
2. PURCHASE ORDERS, COMMERCIAL WARRANTS AND PREVIOUSLY BOARDAPPROVED BIDS AND CONTRACTS:
This is a monthly item. 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 $\$ 7,355,616.79$ and the commercial warrants total $\$ 17,682,279.27$. 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 SERVICE, AND MASTER CONTRACT AGREEMENTS:
This is a monthly item. Approval of the District standardized Independent Contractor, Professional Services, Field Service and Master Contract agreements. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows 22 new agreements totaling $\$ 1,809,565.14$ and 6 amendments to existing agreements totaling $\$ 1,108,040$. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page here.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
4. CHANGE ORDER NO. 10, BID NO. 1920-05, NEWHART MIDDLE SCHOOL STEAM BUILDING PROJECT:

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This is a regular business item. Approval of Change Order No. 10, Bid No. 1920-05 for the Newhart Middle School STEAM Building Project related to requirements of the Division of the State Architect (DSA) for the deferred submittal for the storefront window system and the associated work that could not be completed while the deferred submittal was under review.

These changes involve adjustments to the plans and specifications captured and directed through the Division of the State Architect's (DSA) Construction Change Directive (CCD) process. 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 $\$ 10,249,000$. With Change Order No. 10 in the amount of $\$ 95,423.62$, the new contract sum will be $\$ 10,800,067.85$ funded by Redevelopment Agency Mission Viejo. With this change order, the contract with the general contractor remains under the $\$ 11,273,900$ budget that represents the bid award plus contingency.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
5. CHANGE ORDER NO. 11, BID NO. 1920-04, ALISO NIGUEL HIGH SCHOOL STEM BUILDING PROJECT:
This is a regular business item. Approval of Change Order No. 11, Bid No. 1920-04 for the Aliso Niguel High School STEM Building related to DSA requirements to install tamper and flow switches for teachers stations, a District requested change to the building lettering, design alterations to the countertop sinks due to field conflicts during installation, and additional sheet metal for waterproofing to ensure a water tight 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 $\$ 10,954,576$. With Change Order No. 11 in the amount of $\$ 49,361.70$, the new contract sum will be $\$ 11,512,377.36$ funded by CFD 87-1 and if necessary, 20152 Liberty in Aliso Viejo land sale revenue and interest earnings. With this change order, the contract with the general contractor remains under the $\$ 12,050,033.60$ budget that represents the bid award plus contingency.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
6. PROFESSIONAL SERVICE AGREEMENT FOR ASSEMBLY BILL 841 CALSHAPE PROGRAM - ENPOWERED SOLUTIONS, LLC:
This is a subsequent item. Approval of the Professional Service Agreement (PSA) for Assembly Bill 841 (AB 841) California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) program with Enpowered Solutions, LLC. In July 2021, the Board approved an agreement with Enpowered Solutions as part of the CalSHAPE program to allow Enpowered Solutions to complete HVAC and plumbing assessments. This grant program provides funding to California K-12 public schools for assessments, repairs, and upgrades to Heating, Ventilation and Air Conditioning (HVAC) and plumbing systems.

This PSA permits Enpowered Solutions to provide all HVAC equipment installation and repair work and plumbing fixtures and appliances services dictated by AB 841. The PSA is effective October 13, 2021 through December 31, 2023. Services will be completed for compensation equivalent to the total Ventilation and Plumbing Grant amounts received by the District, currently estimated to be $\$ 1,236,317$; therefore, there is no financial impact.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
7. PROFESSIONAL SERVICES MASTER AGREEMENT TO CONDUCT OPINION RESEARCH FOR POTENTIAL BOND MEASURES - TRUE NORTH RESEARCH:
This is a subsequent item. Approval of a Professional Services Master Agreement with True North Research to conduct opinion research for a potential bond measure. The District is interested in surveying two potential bond measures within two separate School Facility Improvement Districts (SFID) - one for schools in Aliso Viejo, and one for Dana Hills High School to retrofit and/or replace buildings for seismic safety. The objective of the surveys is to produce an unbiased, statistically reliable evaluation of voters' interest in supporting a local bond measure, as well as identify how best to align the measure with community priorities and position it for voter approval. True North Research opinion research options will include all tasks associated with designing, conducting, and analyzing the two surveys, as well as presenting the results.

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EXHIBIT 6

The term of this agreement is January 19, 2022 through June 30, 2022. Expenditures using this agreement are not-to-exceed $\$ 49,440$ funded by the general fund. Contact: Clark Hampton, Deputy Superintendent, Business and Support Services Contact: Ryan Burris, Chief Communications and Public Engagement Officer

## CURRICULUM AND INSTRUCTION

8. EXTENDED SCHOOL YEAR PROPOSAL FOR 2022:

This is an annual item. Approval of the proposed 2022 Extended School Year (ESY) program. California Code of Regulations § 3043, Title 5, establishes that ESY services shall be provided for each individual with exceptional needs who requires special education and related services beyond the regular academic year. A student is eligible for ESY if it is determined by the Individualized Education Program team that interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible or unlikely the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her disability. For 2022, staff is recommending a 20-day program from June 13, 2022 through July 14, 2022 for ESY students. This will be a five-week program with ESY being offered four days per week (Monday - Thursday) during the five-week period, with the exception of the week of July 5, 2022 - July 8, 2022 where ESY will be Tuesday through Friday due to the July 4, 2022 holiday. The proposed ESY classes will be offered at three elementary schools, one middle school, one high school, and one adult transition center, and will serve approximately 1,100 students. Staff consulted with bargaining units when developing this calendar. The total cost of the special education ESY program is approximately $\$ 1,600,000$ funded by special education funds.
Contact: Gregory Merwin, Associate Superintendent, Education and Support Services
9. AGREEMENT FOR THE OPERATION OF AN AFTER SCHOOL ENRICHMENT, ACTIVITIES, AND CAMPS PROGRAM WITH THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT:
This is a regular item, previously approved through the purchase order process. Approval of the Agreement for the Operation of Before and After School Enrichment, Activities, and Camps Program with South Orange County Community College District (SOCCCD) July 1, 2021, through June 30, 2024. Per Education Code § 8485, the District is authorized to establish a program of affordably priced supervision of children before and after school. Per Education Code § 8486, the District is authorized to subcontract with qualified private or nonprofit agencies for before and after school and summer child supervision program, and pursuant to Government Code §53060, the District is authorized to contract for special services and advice from individuals specially trained and experienced and competent to perform such services. Based on these statutes, the District has selected SOCCCD to provide these services. This program provides an array of high-quality classes and activities for all ages, promoting life-long learning and personal success. The District has contracted with SOCCCD since 2013 for these services. There is no financial impact. Contact: Gregory Merwin, Associate Superintendent, Education and Support Services

## 10. AGREEMENT NO. 10000262 WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:

This is an annual item. Approval of Agreement No. 10000262 with the Orange County Superintendent of Schools for Positive Behavior Intervention and Supports (PBIS) training services, March 2, 2022 through June 30, 2023. This agreement with the Orange County Department of Education (OCDE) will provide six full day Tier 1 PBIS Leadership Team trainings to ten elementary school sites, Castille, Del Obispo, Ladera Ranch, Laguna Niguel, Clarence Lobo, Marblehead, Moulton, Oak Grove, Oso Grande, and Vista Del Mar Elementary Schools. The agreement supports the training of the Tier 1 PBIS Leadership Team training to enhance PBIS at the site level.

The District is committed to the implementation of a school-wide system of tiered social emotional and behavioral supports. Site leadership teams will participate in professional learning to address the implementation of PBIS. The Tier 1 training will be provided to PBIS site leadership teams to enhance the effectiveness of their PBIS implementation. The cost of $\$ 45,000$ will be funded by Local Control Funding Formula Supplemental funds.
Contact: Gregory Merwin, Associate Superintendent, Education and Support Services

## 11. AGREEMENT NO. 10000436 WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:

This is an annual item. Approval of the ratification of Agreement No. 10000436 with the Orange County Superintendent of Schools, November 22, 2021 through June 30, 2022, to provide a stipend for certificated staff who work with students at Ladera Ranch Middle School (LRMS) as part of their Friday Night Live program. Friday Night Live is part of the Peer Assistance Leadership (PAL) program and class offered at LRMS. Students plan activities for students and parents, tied to education and awareness regarding societal issues that impact District schools and students, including drug and alcohol awareness and bullying. The cost of $\$ 1,200$ will be funded by general funds and then reimbursed by the Orange County Department of Education.
Contact: Gregory Merwin, Associate Superintendent, Education and Support Services

## 12. AGREEMENT NO. 10000488 WITH ORANGE COUNTY SUPERINTENDENT OF

 SCHOOLS:This is a recurring item as needed. Approval of Agreement No. 10000488 with Orange County Superintendent of Schools, January 11, 2022 through March 15, 2022, for services with Orange County Department of Education (OCDE) to provide training on Depth and Complexity and Learning Centers Strategies for 25 elementary teachers at Kinoshita Elementary School as requested by the principal and agreed upon by the school leadership team to support their students. Training will occur over 3, 1-hour, sessions where teachers will learn high yield strategies that can be used in tandem with grade level content to increase critical and creative thinking for all students. The estimated total expenditure for this agreement is $\$ 575$ funded by school site Title I.
Contact: Gregory Merwin, Associate Superintendent, Education and Support Services

## 13. IRVINE RANCH OUTDOOR EDUCATION CENTER, 2021-2022 ACADEMIC

 AGREEMENT:This is an annual item. Approval of the Academic Event Contract: 46902-1 with Irvine Ranch Outdoor Education Center (IROEC) to provide an overnight outdoor science school trip aligned with grade level science standards for the 2021-2022 school year. Staff brings outdoor science school contracts to the Board two times a year. IROEC will provide services at the rates indicated in the agreements. The scheduled attendance and contracted amounts for these programs for fifth grade students varies for Canyon Vista, Del Obispo, Truman Benedict and Clarence Lobo Elementary Schools and Carl Hankey K-8 School. The estimated total expenditure under this contract is $\$ 118,142$, funded by gift funds from each participating school
site.
Contact: Gregory Merwin, Associate Superintendent, Education and Support Services
14. PLAYWORKS MASTER SERVICES AGREEMENT, STATEMENT OF WORK AND PROGRAM PLANS FOR 2021-2022:
This is an annual item. Approval of the ratification of Playworks Master Services Agreement, Statement of Work, and Program Plans for 2021-2022. Playworks will provide on-site consultation for school staff at Viejo Elementary School to promote safe, fun, and healthy play during recess. Strategies encourage inclusion, activity, and developing social and emotional skills. Teachers and student supervisors at Viejo Elementary School will receive professional learning to model and teach strategies, games, and systems to develop and provide a positive recess experience and also strengthen a positive school culture.

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EXHIBIT 14

Through this program, students will have increased opportunities for activity, leadership, and enhanced conflict resolution skills. Professional learning will take place during existing teacher collaboration and student supervisor meeting time. The cost of $\$ 10,000$ will be funded by school site Title I.
Contact: Gregory Merwin, Associate Superintendent, Education and Support Services
15. ADDENDUM NO. 01 TO STATEMENT OF WORK UNDER THE AGREEMENT FOR USE OF EMERALD COVE OUTDOOR SCIENCE INSTITUTE, FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES, PUBLIC SCHOOL DISTRICTS, SCHOOL YEAR 2021-2022:
This is an annual item. Approval of Addendum No. 01 to Statement of Work under the Agreement for Use of Emerald Cove Outdoor Science (ECOS) Institute, Facilities, Supplies, Equipment, and Services, Public School Districts School Year 2021-2022. Staff brings outdoor science school contracts to the Board 2 times a year. Trustees approved the original agreement at the October 20, 2021 Board meeting for 12 schools to participate in the Emerald Cove Outdoor Science Institute overnight science camp. Esencia K-8 School has expressed an interest in attending the outdoor science camp. Their fifth grade students will attend ECOS from March 29 - April 1, 2022. Because COVID-19 forced the cancellation of the science camp trip for Esencia fifth graders during the 2020-2021 school year, their current sixth graders will also be attending the ECOS camp, from March $7-11,2022$. An addendum to the original agreement is required in order to add this additional request. The total estimated expenditure is $\$ 64,239$ funded by gift funds.
Contact: Gregory Merwin, Associate Superintendent, Education and Support Services

## 16. SALES AND SERVICES AGREEMENT \#UCI-2022BC-002:

This item was previously approved on July 21,2021 as approval of the ratification of the Sales and Services Agreement \#UCI-2022BC-001 with the University of California Irvine (UCI) Science Project. Staff is returning with this item to correct an error in the original paperwork submitted by UCI. Due to a clerical error, the complete agreement was not included in the exhibit. Trustees received the scope of work as "appendix" in the July 21, 2021 agenda packet. The updated exhibit includes the full agreement from UCI and Appendix A. The term of the agreement is August 1, 2021 through June 30, 2022, and provides training for staff related to the Next Generation Science Standards. The cost included professional learning facilitation from the UCI Science Project and substitute teachers for two release days and training on the November 1, 2021 secondary professional development day. Expenditures under this agreement are \$5,500 funded by Title II.
Contact: Gregory Merwin, Associate Superintendent, Education and Support Services
17. ADDENDUM TO THE AGREEMENT FOR ADDITIONAL SCHOOLS PARTICIPATING IN THE INSIDE THE OUTDOORS SCHOOL PROGRAM, EXHIBIT 17 AGREEMENT NUMBER 14002, ADDENDUM NO. 4, NO. 5 AND NO. 6:
This is an annual item. Approval of Addendum to the Agreement for Additional Schools Participating in the Inside the Outdoors School Program, Agreement Number 14002, Addendum No. 4, No. 5 and No. 6. District schools routinely participate in the Orange County Department of Education's outdoor science school/field trip programs and "Traveling Scientist" programs and assemblies. Ladera Ranch, Oso Grande, Wood Canyon, Hidden Hills, and Oak Grove Elementary Schools have expressed interest in adding additional sessions in the "Traveling Scientist" Program for the 2021-2022 school year, which provides school assemblies by traveling naturalists on various science topics. Programs and assemblies for school sites listed above will be held in-person, with the exception of Oso Grande Elementary School, which will participate virtually. The estimated expenditures under the contract addendums are $\$ 3,680.25$ funded by site and/or gift funds.
Contact: Gregory Merwin, Associate Superintendent, Education and Support Services
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#### Abstract

18. CALIFORNIA STATE UNIVERSITY, FULLERTON FALL 2021 MASTER TEACHER HONORARIUM: This is a biannual item. Approval of payment of honorarium to District master teachers who supported a California State University, Fullerton (CSUF) student teacher during the Fall 2021 semester. Universities pay master teachers a nominal payment for their supervision and support of student teachers. CSUF reimburses the District for these master teacher payments. The compensation amounts vary based on the nature of the assignments. There is no financial impact.


Contact: Rich Montgomery, Interim Associate Superintendent, Human Resource Services
19. EDUCATIONAL AFFILIATION AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, LONG BEACH:
This is an annual item. Approval of the Educational Affiliation Agreement with California State University, Long Beach, effective upon date of final signature and expiring June 30, 2026. During the school year, teaching credential candidates from the university will be paired with District credentialed employees to fulfill practicum/fieldwork requirements to earn their teaching credential. There is no financial impact.
Contact: Rich Montgomery, Interim Associate Superintendent, Human Resource Services

## 20. SPEECH PATHOLOGY FIELD PLACEMENT AGREEMENT WITH BAYLOR

 UNIVERSITY:This is an annual item. Approval of the Speech Pathology Field Placement Agreement with Baylor University, effective upon the final signature and continuing through the termination date of June 30, 2024. Students enrolled in the Speech Language Pathology program will be paired with veteran District Speech and Language Pathologists as they complete fieldwork and clinical hours required to earn their SLP credential. There is no financial impact.
Contact: Rich Montgomery, Interim Associate Superintendent, Human Resource Services
21. RESIGNATIONS/RETIREMENTS/EMPLOYMENT - CERTIFICATED EMPLOYEES:
This is a monthly item. 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: Rich Montgomery, Interim Associate Superintendent, Human Resource Services
22. RESIGNATIONS/RETIREMENTS/EMPLOYMENT - CLASSIFIED EMPLOYEES:

This is a monthly item. 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: Rich Montgomery, Interim Associate Superintendent, Human Resource Services

## GENERAL FUNCTIONS

23. SCHOOL BOARD MINUTES:

Approval of the December 8, 2021 Special Board meeting minutes.
Contact: Colleen Hayes, Manager II, Board Operations/Superintendent's Office
24. SCHOOL BOARD MINUTES:

Approval of the December 15, 2021 Regular Board meeting minutes.
Contact: Colleen Hayes, Manager II, Board Operations/Superintendent's Office

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25. RESOLUTION NO. 2122-33, CONTINUING AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO ASSEMBLY BILL 361:
This is a legally mandated monthly item. At the November 3, 2021, Board meeting, the Board adopted Resolution No. 2122-22, Continuing Authority to Hold Virtual Meetings, Pursuant to Assembly Bill 361 and again at the December 15, 2021, Board meeting the Board adopted Resolution No. 2122-26, Continuing Authority to Hold Virtual Meetings, Pursuant to Assembly Bill 361. Per Government Code § 54953(e), the Board must adopt a subsequent resolution to continue this practice.

On September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361, which immediately amended the Brown Act allowing governing boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code § 54953(b), if the Board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency. The Board is committed to open and transparent governance in compliance with the Brown Act, and continues to conduct virtual meetings by way of telephonic and/or internet-based services as to allow members of the public to fully participate in meetings and offer public comment. The Board authorizes the use of teleconferencing for all meetings in accordance with Government Code § 54953(e) and all other applicable provisions of the Brown Act, for a period of 30 days from the adoption of this resolution, or such a time that the governing board adopts a subsequent resolution in accordance with Government Code $\S$ 54953(e)(3).

Based on the findings made above, the Board of Trustees of the Capistrano Unified School District will continue holding its meetings in a safe and efficient manner, with a priority of having members of the public participate in-person from the location of the Board meeting.

In the event a Trustee must participate in a meeting through a virtual platform (such as Zoom or an equivalent program), she/he will follow all the requirements of AB 361. The Trustee's participation in public session shall be visible to all meeting participants in the same manner as if the Trustee were present. The Trustee may also participate in executive/closed session meetings of the Board.
Contact: Kirsten M. Vital Brulte, Superintendent

## DISCUSSION/ACTION ITEMS

26. DRAFT PLANS FOR TRUSTEE AREA BOUNDARY REDISTRICTING:

This item is required by Education Code $\S 5019.5$ and occurs every ten years. The District's demographer has been working on revising draft plans Charlie, Delta, and Echo to reflect the direction received at the December 15, 2021, Board meeting and will review these plans with Trustees at the Board meeting. Trustees are asked to select a single draft plan to be refined and finalized for approval at the February 16, 2022, Board meeting. The redistricting is required to be established prior to March 1, 2022.
CUSD WIG 2: Communications - Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions. Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

## Staff Recommendation

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

Following discussion, it is recommended the Board select one draft plan for Trustee area boundary redistricting for final approval at the February 16, 2022, Board meeting.

Motion by $\qquad$ Seconded by

DISCUSSION/
ACTION
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27. GOVERNOR'S JANUARY BUDGET PROPOSAL FOR FISCAL YEAR 2022-2023:

This is an annual item. On January 19, 2022, staff will attend the School Services of California Governor's Budget Workshop. Trustees will be provided with a brief overview of the School Services workshop and what it represents for the District budget.
CUSD WIG 2: Communications - Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions. Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation
It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.
28. PRESENTATION AND RECEIPT OF THE DISTRICT AND COMMUNITY FACILITIES DISTRICTS ANNUAL FINANCIAL REPORTS FOR THE FISCAL YEAR ENDING JUNE 30, 2021:
This is an annual item. State law requires each school district in California have an annual audit conducted by a state-certified independent auditor. The audit is conducted according to generally accepted auditing standards, specific guidelines and procedures set by the State Controller's office. Under state law, annual fiscal audits are neither accepted nor rejected by a board, but merely received by the district. For record keeping purposes, the Board of Trustees has annually adopted a motion indicating recognition of receipt of the District annual audit report. Additionally, the Board requested staff to provide an audit on the Community Facilities Districts (CFDs). This audit will be conducted annually for all CFDs. This agenda item pertains to the presentation of the 2020-2021 fiscal year Annual Financial Reports to the Board of Trustees. The Annual Financial Reports for the fiscal year ending June 30, 2021, were completed by the firm Nigro and Nigro, PC, Certified Public Accountants. CUSD WIG 2: Communications - Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions. Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation
It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, who will introduce a partner from the audit firm Nigro and Nigro, PC, Certified Public Accountants, to present a summary of the audit reports for the year ending June 30, 2021.

Following discussion, it is recommended the Board of Trustees receive the District and Community Facilities Districts Annual Financial Reports for the fiscal year ending June 30, 2021.

Motion by $\qquad$ Seconded by

## 29. PROJECT ADDENDUM TO MASTER AGREEMENT FOR ARCHITECTURAL SERVICES FOR DANA HILLS HIGH SCHOOL MASTER PLAN - LPA, INCORPORATED:

This is a subsequent item. The Board previously received information on the age of Dana Hills High School and the need for seismic safety upgrades. The Board adopted Resolution No. 2122-23 on December 15, 2021 authorizing a focused study of a potential bond measure to provide funding to replace and modernize Dana Hills High School to meet current seismic safety standards, District facility standards and educational specifications.

The Board is asked to approve the Project Addendum to the Master Agreement for Architectural Services with the architect, LPA Incorporated in the amount of $\$ 149,362.50$. The Dana Hills High School Master Plan agreement would have an effective date of November 1, 2021 through December 31, 2022.

INFORMATION/
DISCUSSION
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EXHIBIT 28

## DISCUSSION/

 ACTION Page 774EXHIBIT 29

The project will be funded by deferred maintenance.
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 approve the Project Addendum to Master Agreement for Architectural Services for Dana Hills High School Master Plan - LPA, Incorporated.

Motion by $\qquad$ Seconded by
30. RESOLUTION NO. 2122-35, SUPPORTING LOCAL DECISION-MAKING AUTHORITY REGARDING COVID-19 HEALTH AND SAFETY PROTOCOLS:
This is a new item. Per Board Bylaw 9322, Agenda/Meeting Materials, Board members may place any item on the agenda no later than ten days before the scheduled meeting date. On October 20, 2021, the Board adopted Resolution No. 2122-20, Urgent Request to Governor Gavin Newsom to Reconsider or Rescind the COVID-19 Vaccine Mandate for Public and Private K-12 Students as a Requirement for In-Person Instruction.

Resolution No. 2122-35, Resolution Supporting Local Decision-Making Authority Regarding Covid-19 Health and Safety Protocols further request that full local decisionmaking authority be returned back to local school boards and direct the Superintendent to reach out to like-minded Superintendents to draft a joint letter of support. CUSD WIG 2: Communications - Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions. Contact: Judy Bullockus, Trustee Area 7

Trustee Recommendation
It is recommended the Board President recognize Judy Bullockus, Trustee Area 7 to present this item.

Following discussion, it is recommended by Trustee Bullockus that the Board hear the request to adopt Resolution No. 2122-35, Resolution Supporting Local Decision-Making Authority Regarding Covid-19 Health and Safety Protocols.

Motion by
Seconded by
31. RESOLUTION NO. 2122-34, RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT CONFIRMING SUPERINTENDENT'S FINDING REGARDING TEMPORARY STAFFING NEEDS:
This is a new item. On January 11, 2022, Governor Gavin Newsom signed Executive Order ("EO") N-3-22 to address staff shortages resulting from the Omicron COVID-19 variant and staff quarantining and absences. The Human Resources Services Department and Superintendent confirm that the District has been subject to staff shortages as a result of the Omicron-driven rise in COVID-19 cases and the insufficient number of substitute employees currently employed by the District for the 2021-2022 school year necessary to cover all anticipated absences. The flexibility of EO N-3-22 is needed to support the continuity of instruction for students in the District. There is no financial impact as the cost of substitutes is already included in the District's budget.
CUSD WIG 2: Communications - Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

DISCUSSION/
ACTION
Page 786
EXHIBIT 31

DISCUSSION/ ACTION
Page 783
EXHIBIT 30

It is recommended the Board President recognize Rich Montgomery, Interim Associate Superintendent, Human Resource Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 2122-34, Resolution of the Board of Trustees of the Capistrano Unified School District Confirming Superintendent's Finding Regarding Temporary Staffing Needs.

Motion by $\qquad$ Seconded by $\qquad$

## ADJOURNMENT

Motion by $\qquad$ Seconded by $\qquad$

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, FEBRUARY 16, 2022, 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:

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

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

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

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

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

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

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

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

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

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

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

## REASONABLE ACCOMMODATION

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

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees<br>From: Clark Hampton, Deputy Superintendent, Business and Support Services<br>Prepared by: Philippa Townsend, Assistant Superintendent, Fiscal Services<br>Date: January 19, 2022<br>Board Item: Donation of Funds and Equipment

## HISTORY

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

## BACKGROUND INFORMATION

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

## CURRENT CONSIDERATIONS

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

## FINANCIAL IMPLICATIONS

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

## DATA or OTHER INFORMATION

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

## STAFF RECOMMENDATION

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

PREPARED BY: Philippa Townsend, Assistant Superintendent, Fiscal Services
APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services
Donation of Funds
January 19, 2022

| DONATED BY | AMOUNT | PURPOSE | SCHOOL |
| :---: | :---: | :---: | :---: |
| Aliso Viejo Middle School PTSA | \$14,855.65 | Security Cameras | Aliso Viejo Middle School |
| Arroyo Vista Elementary School PTA | \$152.65 | Meet the Masters Program | Arroyo Vista Elementary School |
| Bathgate Elementary School PTA | \$313.58 | PE Equipment and Outdoor Umbrellas | Bathgate Elementary School |
| Castille Elementary School PTA | \$2,100.00 | Reading Counts Program | Castille Elementary School |
| The Blackbaud Giving Fund | \$200.00 | Playground Equipment | Castille Elementary School |
| The Blackbaud Giving Fund | \$250.00 | Playground Equipment | Castille Elementary School |
| Edwards Lifesciences | \$60.00 | PE Equipment | Castille Elementary School |
| The Blackbaud Giving Fund | \$361.90 | Playground Equipment | Castille Elementary School |
| Chaparral Elementary School PTA | \$25,345.00 | Outdoor Science Program | Chaparral Elementary School |
| Chaparral Elementary School PTA | \$7,741.00 | Librarian's Salary | Chaparral Elementary School |
| The Blackbaud Giving Fund | \$650.00 | Classroom Materials and Supplies | Dana Hills High School |
| The Blackbaud Giving Fund | \$50.00 | Classroom Materials and Supplies | Don Juan Avila Elementary School |
| Don Juan Avila Elementary School PTA | \$840.00 | Reading Counts Program | Don Juan Avila Elementary School |
| The Blackbaud Giving Fund | \$200.00 | School use as Needed | Hidden Hills Elementary School |
| John S. Malcom Elementary School PTA | \$3,984.00 | Accelerated Reading Program | John S. Malcom Elementary School |
| Ladera Ranch Elementary School PTA | \$4,158.00 | Reading Counts Program | Ladera Ranch Elementary School |
| Ladera Ranch Elementary School PTA | \$17,460.00 | Outdoor Science Program | Ladera Ranch Elementary School |
| Ladera Ranch Middle School PTA | \$4,000.00 | Subscription Fees | Ladera Ranch Middle School |
| Ladera Ranch Middle School PTA | \$2,600.00 | Subscription Fees | Ladera Ranch Middle School |
| Ladera Ranch Middle School PTA | \$1,320.00 | Subscription Fees | Ladera Ranch Middle School |
| Las Flores Elementary School PTA | \$779.99 | School Assembly | Las Flores Elementary School |
| Las Flores Elementary School PTA | \$19.96 | School Assembly | Las Flores Elementary School |
| Las Flores Middle School PTSA | \$2,615.95 | Water-Bottle Filling Stations | Las Flores Middle School |

Donation of Funds January 19, 2022

| DONATED BY | AMOUNT | PURPOSE | SCHOOL |
| :---: | :---: | :---: | :---: |
| Rainbow Sandals | \$5,000.00 | Outdoor Science Program | Las Palmas Elementary School |
| Bergeson Elementary School Foundation | \$38,349.00 | Para Educator's Salaries | Marian Bergeson Elementary School |
| Diana Straford | \$63.56 | Classroom Materials and Supplies | Moulton Elementary School |
| Catherine and Mark Setele | \$50.00 | Music Program | Music Department |
| Benevity Fund | \$95.86 | Classroom Materials and Supplies | Oso Grande Elementary School |
| The Blackbaud Giving Fund | \$122.00 | Classroom Materials and Supplies | Oso Grande Elementary School |
| The Fletcher Family Trust | \$50.00 | Classroom Materials and Supplies | Oso Grande Elementary School |
| Oso Grande Elementary School PTA | \$8,517.64 | School use as Needed | Oso Grande Elementary School |
| Palisades Elementary School PTA | \$1,000.00 | Art Studio Supplies | Palisades Elementary School |
| Ruby's Diner | \$218.30 | Classroom Materials and Supplies | Palisades Elementary School |
| City of Mission Viejo | \$1,000.00 | Safety Supplies | Philip J. Reilly Elementary School |
| The Blackbaud Giving Fund | \$275.00 | School use as Needed | Philip J. Reilly Elementary School |
| RH Dana Elementary School PTA | \$2,500.00 | Library Books | RH Dana Elementary School |
| John and Patricia Adams | \$5,000.00 | Library Books | RH Dana Elementary School |
| The Blackbaud Giving Fund | \$100.00 | Student Reward Program | RH Dana Elementary School |
| Bear Coast Coffee | \$2,500.00 | Robotix | San Clemente Elementary Schools |
| San Juan Hills High School PTSA | \$1,350.00 | Library Books | San Juan Hills High School |
| San Juan Hills High School PTSA | \$595.00 | Library Books | San Juan Hills High School |
| San Juan Hills High School PTSA | \$1,475.00 | Library Books | San Juan Hills High School |
| Benevity Fund | \$388.40 | School use as Needed | San Juan Hills High School |
| Tijeras Creek Booster Club, Inc. | \$11,500.00 | Outdoor Science Program | Tijeras Creek Elementary School |
| Anonymous Donor | \$300.00 | School use as Needed | Tijeras Creek Elementary School |
| Walker Partners | \$2,000.00 | School use as Needed | Tijeras Creek Elementary School |

Donation of Funds
January 19, 2022

| DONATED BY | PMOUNT | PURPOSE |  |
| :--- | ---: | :--- | :--- |
| Truman Benedict Elementary School PTA | $\$ 6,911.00$ | Art Masters Program | Truman Benedict Elementary School |
| Truman Benedict Elementary School PTA | $\$ 645.00$ | Safety Supplies | Truman Benedict Elementary School |
| Truman Benedict Elementary School PTA | $\$ 232.09$ | Safety Vests | Truman Benedict Elementary School |
| Truman Benedict Elementary School PTA | $\$ 520.99$ | PE Equipment | Truman Benedict Elementary School |
| Truman Benedict Elementary School PTA | $\$ 7,200.00$ | Water-Bottle Filling Stations | Truman Benedict Elementary School |
| Angels Baseball Foundation, Inc. | $\$ 2,000.00$ | Classroom Materials and Supplies | Viejo Elementary School |
| The Blackbaud Giving Fund | $\$ 80.00$ | Classroom Materials and Supplies | Vista del Mar Elementary School |
| Wagon Wheel Elementary School PTA | $\$ 4,212.00$ | Meet the Masters Program | Wagon Wheel Elementary School |
| Wagon Wheel Elementary School PTA | $\$ 1,418.06$ | Raz Kids Program | Wagon Wheel Elementary School |
| Wagon Wheel Elementary School PTA | $\$ 958.44$ | Software Program | Wagon Wheel Elementary School |
| Dorian Photography | $\$ 444.86$ | Classroom Materials and Supplies | Wood Canyon Elementary School |

Page 3 of 3

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

| To: | Board of Trustees |
| :--- | :--- |
| From: | Clark Hampton, Deputy Superintendent, Business and Support Services |
| Prepared by: |  |
| Prepared by: | Lyilippa Townsend, Assistant Superintendent, Fiscal Services |
| Date: | January 19, 2022 |
| Board Item: | Purchase Orders, Commercial Warrants and Previously Board-Approved Bids and <br> Contracts |

## HISTORY

This is a monthly item. 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 2020-2021, but will not be completed until fiscal year 2021-2022.

## CURRENT CONSIDERATIONS

Under Education Code § 17605 , all transactions entered into by the officer or employee delegated authority shall be reviewed by the governing board every 60 days. This agenda item
requests Board approval and/or ratification of the attached list of purchase orders and commercial warrants.

## FINANCIAL IMPLICATIONS

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

## STAFF RECOMMENDATION

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

PREPARED BY: Philippa Townsend, Assistant Superintendent, Fiscal Services
PREPARED BY: Lynh Rust, Executive Director, Contracts and Purchasing
APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services
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FLORIDA VIRTUAL SCHOOL COLLINS COMPANY BSN SPORTS BSN SPORTS BSN SPORT CURRICULUM ASSOCIATES LLC CULVER-NEWLIN INC PURELAND SUPPLY LLC CULVER-NEWLIN INC
LEADERSHIP ASSOCIATES LLC NI HGYOTAXG XTYGAM VINYOHITVO

## CAPISTRANO USD

purchase order detall report by fund board of trustees meeting olig2022
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PARADIGM HEALTH CARE SERVICES PARADIGM HEALTH CARE SERVICES APPLE INC

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## SCHOLASTIC INC <br> SCHOLASTIC

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purchase order detall report by fund BOARD OF TRUSTEES MEETING 01/19/2022

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CAROLINA BIOLOGICAL SUPPLY CO.
MISSION VIEJO POST OFFICE
MOBILE COMMUNICATION REPAIR CULVER-NEWLIN INC
purchase order detall report by fund board of trustees neting olig2022 PO
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## PSEUDO／OBJECT DESCRIPTION

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General－Gifts－RR：Bldgs／Non－Capitalized Equip：Non－Ins General－Title I－Instrctn／MATERIALS \＆SUPPLIES General－Title I－Instrctn／MATERIALS \＆SUPPLIES
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General-Gifts-Instrctn / MATERIALS \& SUPPLIES
BSN SPORTS











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3，399．72 $3,3924.00$
$1,9200.00$ $15,000.00$
$2,615.95$ $1,000.00$ $\stackrel{\infty}{8}$ $2,500.00$
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General－SiteAllo－Instrctn／MATERIAL General－Undes－Pub Info／Other Supplies ： General－SiteAllo－Instrctn／MATERIALS General－Title I－Instrctn／MATERIALS \＆ General－Title I－Instrctn／MATERIALS \＆S General－Lott：IM－Instrctn／9－12 Textbooks General－TIII LEP－Instrctn／MATERIALS \＆ SPED General／MATERIALS \＆SUPPLIES SPED General／MATERIALS \＆SUPPLIES General－Spec Ed－Spch Aud／Other Supplies GPED General／MATERIALS \＆SUPPLIES

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FERGUSON ENTERPRISES INC．
SOUTHWEST SCHOOL \＆OFFICE SUPP
BERTRAND MUSIC ENTERPRISE INC
S C SIGNS \＆SUPPLIES LLC
RICK＇S TRAILER SUPPLY
WOODWIND AND BRASSWIND INC
MOBILE COMMUNICATION REPAIR
purchase order detall report by fund board of trusters neeting olig2022

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$1,860.67$ 500.00
$1,188.02$ 2，724．99
$4,000.00$ $109,045.95$
$24,999.00$

## PO <br> TOTAL

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 SOUTHWEST SCHOOL \＆OFFICE SUPP
YMCA OF ORANGE COUNTY

## 1 WORLD GLOBES AND MAPS <br> SCHOOL SERVICES OF CALIFORNIA



# BERTRANDS HORN IMPROVEMENT <br> BRAIN POP LLC BRAIN POP LLC MEDLIN \＆SON ENGINEERING SERVI BENS ASPHALT SCHOOL SPECIALTY LLC ONE STONE APPAREL INC LIFE TECHNOLOGIES CORPORATION AMERICAN BAND ACCESSORIES LLC REEL LUMBER SERVICE PATON MILLER LLC DBA SOUTHWEST SCHOOL \＆OFFICE SUPP PATON MILLER LLC DBA <br> R68P2786 R68P2787 R68P2787 R68P2788 R68P2788 R68P2790 R68P2790 R68P2791 R68P2792 R688P2793   R68P2796 R68P2798 R68P2799 R68P2800 R68P2801 R68P2802 R68P2803芯 R68P2804 R68P2805 

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LEVERAGE LEARNING GROUP INC
VIVAS, MARGARITA
LITERACY RESOURCES LLC
CREATIVE CONTRACTORS CORP
PERMA-BOUND
CINTAS CORPORATION
BARNES \& NOBLE BOOKSELLERS INC
SMARDAN SUPPLY COMPANY
CRISIS PREVENTION INSTITUTE IN
CURRICULUM ASSOCIATES LLC
FOLLETT SCHOOL SOLUTIONS INC KELSIE HILL OR JACOB HILL BILEWITZ, CRAIG AND SHERI SELLS, GERALD AND CLAUDIA TIMOTHY A ADAMS \& ASSOC APLC FOLLETT SCHOOL SOLUTIONS INC
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ZONAR SYSTEMS INC

## ABLENET INC


 WESTERN PSYCHOLOGICAL SERVICES

## NCS PEARSON INC．

## RENAISSANCE LEARNING INC

 AMERICAN BAND ACCESSORIES LLC INSTITUTE FOR MULTI－SENSORY ED FOLLETT SCHOOL SOLUTIONS INC CIRO DESIGNOCDE TIME AND ALARM SYSTEMS SCHOLASTIC INC
MIDWEST TECHNOLOGY PRODUCTS
AUDACY OPERATIONS INC． AUDACY OPERATIONS INC．
QUALITY FENCE CO．INC．

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## AVIDEX INDUSTRIES LLC

FOLLETT SCHOOL SOLUTIONS INC ZACHARY MUETING AND ALISON NER TONG, NEELYNN HENZE, MICHELE CDWG Inc NCS PEARSON INC. SMART \& FINAL **SCHOOL SITES**

[^0]VENDOR

## GATEWAY EDUCATION HOLDING LLC ddOS HDIHAO ช TOOHOS LSHMHLOOS DNI SNOILOTOS TOOHOS LLHTTOH BERTRANDS HORN IMPROVEMENT <br> WALTER EDWARD SIMONSEN DBA SIM CALIFORNIA WEEKLY EXPLORER INC HOUGHTON MIFFLIN HARCOURT PUBL MEGHAN WHITNEY AND CHAD WHITNE HOUGHTON MIFFLIN HARCOURT PUBL CROWN AWARDS <br> MCGRAW-HILL SCHOOL EDUCATION H <br> ACSA FOUNDATION FOR EDUCATION <br>  SCHOLASTIC <br>  CIRO DESIGN IPEVO INC CIRO DESIGN CIRO DESIGN <br> FALLMAN, MEGAN


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purchase order detall report by fund BOARD OF TRUSTEES MEETING 01／19／2022

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## INCLUSIVE EDUCATION PROJECT

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R68P2931 N R68P2933 R68P2934 R68P2935 R68P2936 N㐫 R68P2939 R68P2940 R68P2941

TOTAL
960.36
709.33
 PACTRONICS INC．

## LEARNING WITHOUT TEARS

 AMBUTECH INCSEGERSTROM CENTER FOR THE ARTS SEGERSTROM CENTER FOR THE ARTS UNIVERSITY OF OREGON J W PEPPER－LOS ANGELES
IRVINE PARK RAILROAD INC
PAXTON／PATTERSON
PAXTON／PATTERSON
GLOBAL BRIGADES INC．DBA GLOBA IPEVO INC
purchase order detall report by fund board of trustees neting olig2022

## ACCOUNT ACCOUNT




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purchase order detall report by fund board of trustees neting olig2022

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## CULVER-NEWLIN INC

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## BEACH CITIES GLASS INC

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A CABRAL ROOFING GROUP
MOBILE COMMUNICATION REPAIR
INTERNATIONAL BACCALAUREATE INTERNATIONAL BACCALAUREATE OR
SUPPLY SOLUTIONS SUPPLY SOLUTIONS
ULINE INC

## MEET THE MASTERS INC

STAPLES BUSINESS ADVANTAGE

## R68P3007 SAN DIEGO COUNTY OFFICE OF ED R68P3008 ATKINSON ANDELSON LOYA

 VISTA HIGHER LEARNING INC GOLDEN RULE BINDERY INC TEXTBOOK WAREHOUSE N

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purchase order detall report by fund board of trustees neting olig2022
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SOUTHERN CALIFORNIA PRECISION FOLLETT SCHOOL SOLUTIONS INC LOIULSIG YGLVM VLIEVOYVIN VLNVS GANAHL LUMBER CO
 SIGNATURE FLOORING INC CULVER-NEWLIN INC
SMART \& FINAL **SCHOOL SITES** MEDICALESHOP INC


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## CAPISTRANO USD

purchase order detall report by fund

## BOARD OF TRUSTEES MEETING 01／19／2022


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## R68X0573

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| R68X0573 | AMAZON |
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| R68X0582 | AbLENET INC |
| R68X0583 | AMAZON |
| R68X0584 | COSTCO S.J.C. |
| (T) R68X0585 | APPLE INC |
| R68X0586 | AMAZON |
| - R68X0587 | AMAZON |
| $\checkmark \mathrm{R} 68 \mathrm{X} 0588$ | AMAZON |
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| R68X0598 | AMAZON |
| R68X0601 | AMAZON |
| R68X0602 | DICK S SPORTING GOODS |
| R68X0603 | OTC BRANDS INC (ORIENTAL TRADI |
| R68X0604 | AMAZON |
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| $\underset{\sim}{\infty} \mathrm{R} 68 \times 0606$ | HOME DEPOT |

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HOME DEPOT
purchase order detall report by fund $\begin{array}{lll}\text { RD OF TRUSTEES MEETING 01／19／2022 } \\ \text { PO } & \text { ACCOUNT } & \text { ACCOUNT } \\ \text { TOTAL } & \underline{\text { AMOUNT }} & \text { NUMBER }\end{array}$
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| R68X0608 | AMAZON |
| R68X0609 | AMAZON |
| R68X0610 | WOODWIND AND BRASSWIND INC |
| R68X0611 | AMAZON |
| R68X0612 | AMAZON |
| R68X0614 | AMAZON |
| R68X0616 | TARGET |
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| R68X0622 | AMAZON |
| R68X0623 | FANTASY DESIGNS |
| （1）R68X0624 | AMAZON |
| R68X0626 | TOTAL SAFETY SOLUTIONS LLC |
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| Э R68X0628 | AMAZON |
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| R68X0630 | AMAZON |
| R68X0631 | AMAZON |
| R68X0632 | AMAZON |
| R68X0633 | AMAZON |
| R68X0634 | AMAZON |
| R68X0635 | AMAZON |
| R68X0636 | AMAZON |
| R68X0637 | SCHOOLMART |
| R68X0638 | AMAZON |
| R68X0640 | AMAZON |
| R68X0641 | AMAZON |
| $\sim$ R68X0642 | AMAZON |
| ${ }_{\bigcirc}^{\omega} \mathrm{R} 68 \mathrm{X} 0643$ | AMAZON |
| $\underset{\sim}{\circ} \mathrm{R} 68 \times \mathbf{0 6 4 4}$ | AMAZON |

purchase order detall report by fund board of trustes neeting 01/92022

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# PO <br> TOTAL 

192.78
19.37
249.86
6.35
454.71
204.41
19.17
$1,305.33$
806.43
51.25
181.81
511.13
413.30
151.83
$1,579.84$
247.80
76.76
$1,325.76$



Attachêm 1
Page 20 of 34


VENDOR


## TO 12/19/202

\section*{FROM 11/15/2021 TO 12/19/2021

PSEUDO / OBJECT DESCRIPTION
DefMaint-DefMntT3-Fac Acq / Building Impr : Architect Fees

DefMaint-DefMntT3-RR:Bldgs / Rental, Leases \& Repairs:Oth <br> | CAPISTRANO USD |  |  |
| :---: | :---: | :---: |
| PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 01/19/2022 |  |  |
| PO | ACCOUNT | ACCOUNT |
| TOTAL | AMOUNT | NUMBER |
| 142,250.00 | 142,250.00 | 14620500726210 |
| 28,733.00 | 28,733.00 | 14620500355605 |
| 170,983.00 | 170,983.00 |  |

FROM 11/15/2021 TO 12/19/2021
PSEUDO / OBJECT DESCRIPTION
Cap Facl-Dev Fees-Fac Acq / Building Impr : Prelim Tests
Cap Facl-Dev Fees-Fac Acq / Building Improvement : DSA
Cap Facl-Dev Fees-Fac Acq / Building Improvement : DSA
Cap Facl-PA3 / Building Impr : Prelim Tests
Cap Facl-PA3 / Land Acquisition: PEA/POESA
Cap Facl-Dev Fees-Fac Acq / Building Improvement : DSA
Cap Facl-Dev Fees-Fac Acq / BUILDINGS \& IMPROV OF

PURCHASE ORDER DETAIL REPORT BY FUND | BOARD OF TRUSTEES MEETING 01/19/2022 |  |  |
| ---: | ---: | ---: | :--- |
|  |  |  |
| PO | ACCOUNT | ACCOUNT |
| TOTAL | $\underline{\text { AMOUNT }}$ | NUMBER |
| $\mathbf{4 6 , 8 7 3 . 0 0}$ | $46,873.00$ | 25980300326240 |
| $\mathbf{9 8 0 , 5 6 0 . 0 0}$ | $490,280.00$ | 25980300316220 |
|  | $490,280.00$ | 25980300326220 |
| $\mathbf{3 , 6 0 0 . 0 0}$ | $3,600.00$ | 25980500026240 |
| $\mathbf{1 , 5 0 0 . 0 0}$ | $1,500.00$ | 25980500026156 |
| $\mathbf{1 , 2 1 8 . 8 5}$ | $1,218.85$ | 25980300306220 |
| $\mathbf{2 3 , 8 0 2 . 7 5}$ | $23,802.75$ | 25980300306200 |
| $\mathbf{1 , 0 5 7 , 5 5 4 . 6 0}$ | $\mathbf{1 , 0 5 7 , 5 5 4 . 6 0}$ |  |



## CAPISTRANO USD

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\begin{aligned}
& \text { PURCHASE ORDER DETAIL REPORT BY FUND } \\
& \text { BOARD OF TRUSTEES MEETING 01/19/2022 }
\end{aligned}
$$

ACCOUNT ACCOUNT

$$
\begin{array}{lll}
\mathbf{2 5 , 0 0 0 . 0 0} & 25,000.00 & 35771000205810 \\
\mathbf{2 5 , 0 0 0 . 0 0} & \mathbf{2 5 , 0 0 0 . 0 0} &
\end{array}
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тO 12/19/2021

$$
\begin{aligned}
& \text { PSEUDO / OBJECT DESCRIPTION } \\
& \text { SSFF:Prop } 52 \text { / Consulting Services }
\end{aligned}
$$

CAPISTRANO USD

| PURCHASE ORDER DETAIL REPORT BY FUND |
| :---: |
| BOARD OF TRUSTEES MEETING 01/19/2022 |


| PO | ACCOUNT | ACCOUNT |
| :---: | :--- | :--- |
| TOTAL | AMOUNT | NUMBER |
| $\mathbf{2 5 , 0 0 0 . 0 0}$ | $25,000.00$ | 35771000205810 |
| $\mathbf{2 5 , 0 0 0 . 0 0}$ | $\mathbf{2 5 , 0 0 0 . 0 0}$ |  |



12/20/2021
$16 \cdot 03: 27$
PURCHASE ORDER DETAIL REPORT BY FUND

| RD OF TRUSTEES MEETING 01/19/2022 |  |  |
| :--- | ---: | :--- |
|  |  |  |
| PO | ACCOUNT | ACCOUNT |
| TOTAL | AMOUNT | NUMBER |
|  | 82.68 | 69000000065800 |
| $\mathbf{8 2 . 6 8}$ | 82.68 |  |

[^1]TO 12/19/202
PSEUDO / OBJECT DESCRIPTION
Health-Undes-Enterprs / PROF/CONS SERV \& OPER EXPE

TRAVIS SOFTWARE INC


ING 01/19/2022
ACCOUNT
ACCOUNT
AMOUNT
$1,579.87$
933.37
$1,674.55$
$357,000.00$
$\mathbf{3 6 1 , 1 8 7 . 7 9}$

PO
TOTAL
$7,268.50$

$1,674.55$
$357,00.00$
$\mathbf{3 6 5 , 9 4 3 . 0 5}$

Fund 8
PSEUDO / OBJECT DESCRIPTION
CFD 90-2-2ndSries-Fac Acq / PROF/CONS SERV \& OPER
CFD 90-2-I.A.2013-Fac Acq / PROF/CONS SERV \& OPER
CFD 90-2-I.A.2013-Fac Acq / Building Improvement : DSA
CFD 90-2-I.A.2013-Fac Acq / BUILDINGS \& IMPROV OF

Page 28 of 34

PURCHASE ORDER DETAIL REPORT BY FUND | RD OF TRUSTEES MEETING 01/19/2022 |  |  |
| :--- | ---: | :--- |
|  |  |  |
| PO | ACCOUNT | ACCOUNT |
| TOTAL | AMOUNT | NUMBER |
| $\mathbf{7 , 2 6 8 . 5 0}$ | 74.38 | 93997500095800 |
| $\mathbf{7 , 2 6 8 . 5 0}$ | 74.38 |  |

Fund 93 Total:
CAPISTRANO USD


Page 31 of 34
PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 01/19/2022
account account
97998700196272 97998700196210
97998700196210
97998700196220



PO
TOTAL
$240,400.00$
$240,000.00$
$12,148.00$
$25,908.00$
$7,268.50$
$525,724.50$
TELACU CONSTRUCTION MANAGEMENT PBK-WLC ARCHITECTS
PBK-WLC ARCHITECTS
COUNTY OF ORANGE

Fund 97 Total: COUNTY OF ORANG
VENDOR

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CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| - | 00311519 | V68152532 | ADVANTAGE WEST INVESTMENT ENTE | 11/16/21 | MW | 0101-0000-0-4500-0000-8210-000 | 15,889.09 |
| 68 | 00311520 | V68153811 | ANDERSON CANIZALES, JULIE | 11/16/21 | MW | 0101-0000-0-5213-0000-3140-000 | 101.36 |
| 68 | 00311521 | V68155250 | BACOPULOS, DANA | 11/16/21 | MW | 0101-3315-0-5212-5730-1110-000 | 32.48 |
| 68 | 00311521 | V68155250 | BACOPULOS, DANA | 11/16/21 | MW | 0101-6500-0-5212-5760-1110-000 | 32.48 |
| 68 | 00311522 | V68165132 | BANZALI, LISA | 11/16/21 | MW | 0101-0790-0-5213-4760-2100-000 | 8.40 |
| 68 | 00311523 | V68165744 | BELCHER, MICHELLE | 11/16/21 | MW | 0101-6500-0-5212-5760-1130-000 | 67.20 |
| 68 | 00311524 | V68160447 | BRAN, CARA B. | 11/16/21 | MW | 0101-0000-0-5213-0000-7400-000 | 16.80 |
| 68 | 00311525 | V68112956 | BRUNTON, MICHELLE | 11/16/21 | MW | 0101-1102-0-5212-1160-1000-000 | 124.88 |
| 68 | 00311526 | V68163677 | BRYAN, KIMBERLY | 11/16/21 | MW | 0101-0000-0-5213-0000-3140-000 | 65.52 |
| 68 | 00311527 | V68155692 | BUTKUS, LINDA | 11/16/21 | MW | 0101-3410-0-5212-5760-1190-000 | 64.96 |
| 68 | 00311528 | V68017386 | CERTIFIED TRANSPORTATION SERVI | 11/16/21 | MW | 0101-0400-0-5838-1130-1000-086 | 3,289.31 |
| 68 | 00311528 | V68017386 | CERTIFIED TRANSPORTATION SERVI | 11/16/21 | MW | 0101-1100-0-5838-1140-4200-006 | 1,761.87 |
| 68 | 00311529 | V68165721 | CHAFFEE, MEGHAN | 11/16/21 | MW | 0101-6500-0-5212-5760-1110-000 | 45.36 |
| 芴68 | 00311530 | V68018870 | CITY OF SAN CLEMENTE | 11/16/21 | MW | 0101-0000-0-5500-0000-8200-000 | 29,741.25 |
| I 68 | 00311531 | V68148055 | COLLINS, CLINT | 11/16/21 | MW | 0101-6500-0-5216-5001-2100-000 | 219.92 |
| ${ }_{7}^{0} 68$ | 00311532 | V68152689 | CURIEL, MICHELE | 11/16/21 | MW | 0101-6500-0-5212-5760-1110-000 | 90.16 |
| 逪68 | 00311533 | V68161163 | CURRIE, KIMBERLY | 11/16/21 | MW | 0101-3315-0-5212-5730-1110-000 | 43.06 |
| 68 | 00311533 | V68161163 | CURRIE, KIMBERLY | 11/16/21 | MW | 0101-6500-0-5212-5760-1110-000 | 123.70 |
| 68 | 00311534 | V68165891 | DE LOS REYES, KAYLYN | 11/16/21 | MW | 0101-3212-0-5212-1130-1000-000 | 20.16 |
| 68 | 00311535 | V68101731 | DEVEREUX TEXAS TREATMENT NETWO | 11/16/21 | MW | 0101-6500-0-5803-5760-1180-000 | 2,902.20 |
| 68 | 00311535 | V68101731 | DEVEREUX TEXAS TREATMENT NETWO | 11/16/21 | MW | 0101-6512-0-5104-5760-1180-000 | 7,158.94 |
| 68 | 00311535 | V68101731 | DEVEREUX TEXAS TREATMENT NETWO | 11/16/21 | MW | 0101-6512-0-5104-5760-3120-000 | 4,202.97 |
| 68 | 00311536 | V68151317 | DEWALD, NICHOLAS | 11/16/21 | MW | 0101-6500-0-5212-5760-1130-000 | 18.48 |
| 68 | 00311537 | V68153366 | EILER, CHRISTINE | 11/16/21 | MW | 0101-3315-0-5212-5730-1110-000 | 29.68 |
| 68 | 00311537 | V68153366 | EILER, CHRISTINE | 11/16/21 | MW | 0101-6500-0-5212-5760-1110-000 | 29.68 |
| 68 | 00311538 | V68156130 | ERSPAMER, KATIE | 11/16/21 | MW | 0101-3315-0-5213-5730-3140-000 | 3.32 |
| 68 | 00311538 | V68156130 | ERSPAMER, KATIE | 11/16/21 | MW | 0101-6500-0-5213-5760-3140-000 | 38.12 |
| 68 | 00311539 | V68152560 | EVANS, SHARON | 11/16/21 | MW | 0101-1102-0-5212-1160-1000-000 | 125.44 |
| 68 | 00311540 | V68161468 | EVENSON, REBECCA | 11/16/21 | MW | 0101-0000-0-5213-0000-7400-000 | 21.01 |
| $\pm 68$ | 00311541 | V68142848 | FARRAND, MONA | 11/16/21 | MW | 0101-6500-0-5213-5760-3140-000 | 52.64 |
| - 68 | 00311542 | V68153317 | FAST DEER BUS CHARTER INC | 11/16/21 | MW | 0101-1100-0-5838-1140-4200-002 | 6,697.68 |
| $\underset{\sim}{\infty} 68$ | 00311543 | V68145444 | FINNSSON, JAMIE | 11/16/21 | MW | 0101-6500-0-5212-5760-1130-000 | 36.40 |

CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021

| Check Date Cancel Date Type Account | Check Amount |  |  |
| :--- | :--- | :--- | ---: |
| $11 / 16 / 21$ | MW | $0101-0010-0-5216-0000-2100-000$ | 66.08 |
| $11 / 16 / 21$ | MW | $0101-8150-0-5213-0000-8110-000$ | 7.84 |
| $11 / 16 / 21$ | MW | $0101-6500-0-5212-5760-1110-000$ | 70.56 |
| $11 / 16 / 21$ | MW | $0101-1102-0-5212-1160-1000-000$ | 33.60 |
| $11 / 16 / 21$ | MW | $0101-1102-0-5212-1160-1000-000$ | 99.68 |
| $11 / 16 / 21$ | MW | $0101-4203-0-5800-4760-1000-000$ | $11,950.00$ |
| $11 / 16 / 21$ | MW | $0101-6500-0-5803-5760-1180-000$ | $2,800.00$ |
| $11 / 16 / 21$ | MW | $0101-6512-0-5104-5760-1180-000$ | $5,900.00$ |
| $11 / 16 / 21$ | MW | $0101-6512-0-5104-5760-3120-000$ | $3,500.00$ |
| $11 / 16 / 21$ | MW | $0101-0002-0-5800-1140-1000-004$ | $2,500.00$ |
| $11 / 16 / 21$ | MW | $0101-1102-0-5212-1160-1000-000$ | 123.76 |
| $11 / 16 / 21$ | MW | $0101-1100-0-5838-1140-4100-001$ | 965.22 |
| $11 / 16 / 21$ | MW | $0101-1100-0-5838-1140-4100-003$ | 461.11 |
| $11 / 16 / 21$ | MW | $0101-6500-0-5212-5760-1110-000$ | 89.60 |
| $11 / 16 / 21$ | MW | $0101-6500-0-5213-5001-2100-000$ | 29.12 |
| $11 / 16 / 21$ | MW | $0101-0000-0-5213-0000-3140-000$ | 34.16 |
| $11 / 16 / 21$ | MW | $0101-3410-0-5212-5760-1190-000$ | 45.36 |
| $11 / 16 / 21$ | MW | $0101-6500-0-5213-5001-3150-000$ | 12.32 |
| $11 / 16 / 21$ | MW | $0101-6500-0-5212-5760-1190-000$ | 18.48 |
| $11 / 16 / 21$ | MW | $0101-0400-0-5800-0000-7400-000$ | 405.00 |
| $11 / 16 / 21$ | MW | $0101-0000-0-5212-1110-1000-000$ | 10.08 |
| $11 / 16 / 21$ | MW | $0101-6500-0-5212-5760-1110-000$ | 173.04 |
| $11 / 16 / 21$ | MW | $0101-1102-0-5212-1160-1000-000$ | 157.36 |
| $11 / 16 / 21$ | MW | $0101-1100-0-5838-1140-4200-001$ | $1,977.50$ |
| $11 / 16 / 21$ | MW | $0101-1100-0-5838-1140-4200-003$ | $1,252.50$ |
| $11 / 16 / 21$ | MW | $0101-6500-0-5802-5760-1180-000$ | $4,396.50$ |
| $11 / 16 / 21$ | MW | $0101-0000-0-5213-0000-3140-000$ | 183.68 |
| $11 / 16 / 21$ | MW | $0101-0000-0-5213-0000-3140-000$ | 127.68 |
| $11 / 16 / 21$ | MW | $0101-6500-0-5212-5760-1190-000$ | 118.16 |
| $11 / 16 / 21$ | MW | $0101-3315-0-5212-5730-1110-000$ | 38.08 |
| $11 / 16 / 21$ | MW | $0101-6500-0-5212-5760-1110-000$ | 38.08 |
| $11 / 16 / 21$ | MW | $0101-6500-0-5212-5760-1110-000$ | 114.24 |
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CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021

| ${ }_{0}^{\omega}$ |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ¢ ${ }_{\text {a }}^{\sim}$ | 00311570 | V68144381 | MORAND-DANIEL, CARA | 11/16/21 | MW | 0101-3315-0-5212-5730-1110-000 | 52.36 |
| 68 | 00311570 | V68144381 | MORAND-DANIEL, CARA | 11/16/21 | MW | 0101-6500-0-5212-5760-1110-000 | 52.36 |
| 68 | 00311571 | V68120042 | MORRILL, LEAH | 11/16/21 | MW | 0101-3315-0-5212-5730-1110-000 | 21.28 |
| 68 | 00311572 | V68061270 | MOULTON NIGUEL WATER | 11/16/21 | MW | 0101-0000-0-5500-0000-8200-000 | 5,517.60 |
| 68 | 00311573 | V68116926 | NAPORA, NOELLE | 11/16/21 | MW | 0101-3410-0-5212-5760-1190-000 | 29.12 |
| 68 | 00311574 | V68107931 | NASON, KIM | 11/16/21 | MW | 0101-1102-0-5212-1160-1000-000 | 93.52 |
| 68 | 00311575 | V68141051 | NEUMILLER, NORA | 11/16/21 | MW | 0101-0790-0-5213-4760-2100-000 | 11.20 |
| 68 | 00311576 | V68105372 | ORANGE COUNTY THERAPY SERVICE | 11/16/21 | MW | 0101-3315-0-5101-5730-3140-000 | 11,628.00 |
| 68 | 00311576 | V68105372 | ORANGE COUNTY THERAPY SERVICE | 11/16/21 | MW | 0101-6500-0-5101-5760-3140-000 | 13,773.00 |
| 68 | 00311576 | V68105372 | ORANGE COUNTY THERAPY SERVICE | 11/16/21 | MW | 0101-6500-0-5801-5760-3140-000 | 3,669.00 |
| 68 | 00311577 | V68152554 | ORBACH HUFF \& HENDERSON LLP | 11/16/21 | MW | 0101-0000-0-5820-0000-2100-000 | 5,445.00 |
| 68 | 00311577 | V68152554 | ORBACH HUFF \& HENDERSON LLP | 11/16/21 | MW | 0101-0000-0-5820-0000-7520-000 | 177.00 |
| 68 | 00311578 | V68117359 | PANNING LABATE, TINA | 11/16/21 | MW | 0101-6500-0-5212-5760-1110-000 | 48.72 |
| $\stackrel{(188}{4} 88$ | 00311579 | V68145389 | PARKER, LAURA | 11/16/21 | MW | 0101-6500-0-5212-5760-1130-000 | 54.88 |
| 䦽68 | 00311580 | V68118595 | RASHIDI, AKRAM KIM | 11/16/21 | MW | 0101-6500-0-5212-5760-1110-000 | 95.76 |
| $\stackrel{0}{=} 68$ | 00311581 | V68154586 | REYES, MARIA | 11/16/21 | MW | 0101-1102-0-5212-1160-1000-000 | 24.08 |
| 违68 | 00311582 | V68154144 | ROMBERG, STEPHANIE | 11/16/21 | MW | 0101-3315-0-5212-5730-1110-000 | 29.96 |
| 68 | 00311582 | V68154144 | ROMBERG, STEPHANIE | 11/16/21 | MW | 0101-6500-0-5212-5760-1110-000 | 29.96 |
| 68 | 00311583 | V68158638 | ROMERO, ANDREA | 11/16/21 | MW | 0101-1102-0-5212-1160-1000-000 | 24.64 |
| 68 | 00311584 | V68158777 | SABET, SHAUNA | 11/16/21 | MW | 0101-6500-0-5212-5760-1130-000 | 49.28 |
| 68 | 00311585 | V68159701 | SADEGHIFARD, HONIEH | 11/16/21 | MW | 0101-6500-0-5212-5760-1110-000 | 51.52 |
| 68 | 00311586 | V68078255 | SAN DIEGO GAS \& ELECTRIC | 11/16/21 | MW | 0101-0000-0-5500-0000-8200-000 | 178,185.98 |
| 68 | 00311587 | V68159145 | SANCHEZ, LIDIA | 11/16/21 | MW | 0101-3010-0-5213-0000-2100-000 | 71.68 |
| 68 | 00311588 | V68079190 | SANTA MARGARITA WATER | 11/16/21 | MW | 0101-0000-0-5500-0000-8200-000 | 1,728.69 |
| 68 | 00311589 | V68145390 | SCHOOLER, DEBORAH | 11/16/21 | MW | 0101-3315-0-5212-5730-1110-000 | 42.00 |
| 68 | 00311589 | V68145390 | SCHOOLER, DEBORAH | 11/16/21 | MW | 0101-6500-0-5212-5760-1110-000 | 42.00 |
| 68 | 00311590 | V68164644 | SCHULMAN, TAMMIE | 11/16/21 | MW | 0101-0000-0-5212-1140-1000-025 | 19.15 |
| 68 | 00311590 | V68164644 | SCHULMAN, TAMMIE | 11/16/21 | MW | 0101-0000-0-5212-3300-1000-014 | 12.77 |
| 68 | 00311591 | V68084100 | SO CA GAS CO | 11/16/21 | MW | 0101-0000-0-5500-0000-8200-000 | 7,749.43 |
| ¢ 68 | 00311592 | V68143011 | SOUTH COAST WATER DISTRICT | 11/16/21 | MW | 0101-0000-0-5500-0000-8200-000 | 6,426.54 |
| $\bigcirc$ | 00311593 | V68122718 | SOUTHERN CALIFORNIA EDISON | 11/16/21 | MW | 0101-0000-0-5500-0000-8200-000 | 26,206.38 |
| $\stackrel{\infty}{\infty} 68$ | 00311594 | V68149825 | SPENCER, DEANNA | 11/16/21 | MW | 0101-0000-0-5212-5760-1130-000 | 22.40 |

CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 00311594 | V68149825 | SPENCER, DEANNA | 11/16/21 | MW | 0101-6500-0-5212-5760-1130-000 | 35.84 |
| 68 | 00311595 | V68161403 | SUMMIT VIEW SCHOOL DBA STEM3 A | 11/16/21 | MW | 0101-6500-0-5802-5760-1180-000 | 11,697.18 |
| 68 | 00311596 | V68152756 | TICE, RUTH | 11/16/21 | MW | 0101-6500-0-5212-5760-1190-000 | 61.60 |
| 68 | 00311597 | V68059238 | TRANSPORTATION CHARTER SERVICE | 11/16/21 | MW | 0101-1100-0-5838-1140-4200-004 | 1,169.00 |
| 68 | 00311598 | V68144672 | WESTON, KELLY | 11/16/21 | MW | 0101-3315-0-5212-5730-1110-000 | 32.48 |
| 68 | 00311598 | V68144672 | WESTON, KELLY | 11/16/21 | MW | 0101-6500-0-5212-5760-1110-000 | 32.48 |
| 68 | 00311599 | V68165739 | WHITESELL, MACY | 11/16/21 | MW | 0101-1102-0-5212-1160-1000-000 | 132.16 |
| 68 | 00311600 | V68158289 | WIEDERECHT, DEBRA | 11/16/21 | MW | 0101-3315-0-5213-5730-3140-000 | 1.66 |
| 68 | 00311600 | V68158289 | WIEDERECHT, DEBRA | 11/16/21 | MW | 0101-6500-0-5213-5760-3140-000 | 19.06 |
| 68 | 00311601 | V68165736 | WOIDNECK, JEFF | 11/16/21 | MW | 0101-1102-0-5212-1160-1000-000 | 37.52 |
| 68 | 00311604 | V68148751 | ALZAMORA, MARTIN OR LUCERO | 11/17/21 | MW | 0101-0724-0-5800-5001-3600-000 | 241.92 |
| 68 | 00311605 | V68152129 | ART MASTERS LEGACY | 11/17/21 | MW | 0101-0400-0-5840-1130-1000-081 | 8,770.00 |
| 68 | 00311606 | V68161421 | ATKINSON, GABE SMITH AND CAROL | 11/17/21 | MW | 0101-0724-0-5800-5001-3600-000 | 526.85 |
| ${ }^{17} 68$ | 00311607 | V68165008 | AUDUSSEAU, LOIC | 11/17/21 | MW | 0101-0724-0-5800-5001-3600-000 | 310.46 |
| 通 | 00311608 | V68150006 | BEACON DAY SCHOOL | 11/17/21 | MW | 0101-6500-0-5102-5760-1180-000 | 12,966.23 |
| ${ }_{6}^{\text {® }} 68$ | 00311608 | V68150006 | BEACON DAY SCHOOL | 11/17/21 | MW | 0101-6500-0-5802-5760-1180-000 | 10,994.95 |
| 逪68 | 00311609 | V68155781 | BEAN, JEFFREY OR LINDSAY | 11/17/21 | MW | 0101-0724-0-5800-5001-3600-000 | 159.94 |
| 68 | 00311610 | V68160823 | BECK, AMANDA OR MATTHEW | 11/17/21 | MW | 0101-0724-0-5800-5001-3600-000 | 63.17 |
| 68 | 00311611 | V68006981 | BEE MAN, THE | 11/17/21 | MW | 0101-8150-0-5605-0000-8110-000 | 440.00 |
| 68 | 00311612 | V68154661 | BERTRAND MUSIC ENTERPRISE INC | 11/17/21 | MW | 0101-0002-0-4500-1160-1000-021 | 143.20 |
| 68 | 00311613 | V68144760 | CAPAY, PONCIANO OR MARIA | 11/17/21 | MW | 0101-0724-0-5800-5001-3600-000 | 422.46 |
| 68 | 00311614 | V68164283 | CELIS, LUISA | 11/17/21 | MW | 0101-0724-0-5800-5001-3600-000 | 169.34 |
| 68 | 00311615 | V68163282 | CHEROKEE CHEMICAL CO. INC. DBA | 11/17/21 | MW | 0101-8150-0-5800-0000-8110-000 | 1,152.50 |
| 68 | 00311616 | V68082172 | COAST RECREATION INC | 11/17/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,973.38 |
| 68 | 00311617 | V68147693 | COMPLETE OFFICE OF CA | 11/17/21 | MW | 0101-0000-0-4500-0000-2100-000 | 48.33 |
| 68 | 00311617 | V68147693 | COMPLETE OFFICE OF CA | 11/17/21 | MW | 0101-0000-0-4500-0000-7690-000 | 13.44 |
| 68 | 00311617 | V68147693 | COMPLETE OFFICE OF CA | 11/17/21 | MW | 0101-0790-0-4500-4760-2100-000 | 181.74 |
| 68 | 00311617 | V68147693 | COMPLETE OFFICE OF CA | 11/17/21 | MW | 0101-8150-0-4500-0000-8110-000 | 101.74 |
| 68 | 00311618 | V68024000 | CULVER-NEWLIN INC | 11/17/21 | MW | 0101-0010-0-4500-0000-2100-000 | 372.28 |
| $\pm 68$ | 00311618 | V68024000 | CULVER-NEWLIN INC | 11/17/21 | MW | 0101-8150-0-4405-0000-8500-000 | 1,990.83 |
| - 68 | 00311619 | V68160418 | EXAMGEN INC. | 11/17/21 | MW | 0101-0002-0-4300-1140-1000-004 | 250.00 |
| ${ }_{\infty} 68$ | 00311620 | V68118205 | FASTENAL COMPANY | 11/17/21 | MW | 0101-0730-0-4600-1110-3600-000 | 203.20 |

CAPISTRANO USD
Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| －${ }_{\text {O }}{ }^{\text {a }}$ | 00311621 | V68159307 | FAZELI，FARIBORZ OR SURUR | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 376.32 |
| 68 | 00311622 | V68165031 | FIGUEREDO，AMIRA OR ALFREDO | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 182.34 |
| 68 | 00311623 | V68157168 | FLEET SERVICES INC | 11／17／21 | MW | 0101－0730－0－4600－1110－3600－000 | 2，601．81 |
| 68 | 00311624 | V68149721 | FRAIZER，KATHERINE \＆／OR JERRY | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 85.12 |
| 68 | 00311625 | V68165754 | FRAZER，DANIELLE OR ROBERT | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 243.71 |
| 68 | 00311626 | V68161118 | GRIMES，ANA OR STEPHEN | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 413.95 |
| 68 | 00311627 | V68158823 | GUZMAN RODRIGUEZ，HIRAM | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 99.01 |
| 68 | 00311628 | V68147116 | HD SUPPLY FACILITIES MAINTENAN | 11／17／21 | MW | 0101－8150－0－4500－0000－8110－000 | 731.78 |
| 68 | 00311629 | V68100292 | HEAR NOW | 11／17／21 | MW | 0101－6500－0－5801－5760－3150－000 | 1，280．00 |
| 68 | 00311630 | V68164178 | HENRIQUEZ，BRIAN | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 689.92 |
| 68 | 00311631 | V68160844 | HISE，CLAIRE OR JUSTIN | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 403.20 |
| 68 | 00311632 | V68144432 | HYLTON，CHRIS AND／OR HERMINIA | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 183.01 |
| 68 | 00311633 | V68154526 | IMAGE APPAREL FOR BUSINESS INC | 11／17／21 | MW | 0101－0730－0－4500－1110－3600－000 | 115.23 |
| 苞68 | 00311633 | V68154526 | IMAGE APPAREL FOR BUSINESS INC | 11／17／21 | MW | 0101－0724－0－4500－5001－3600－000 | 76.81 |
| 百68 | 00311634 | V68069226 | J W PEPPER－LOS ANGELES | 11／17／21 | MW | 0101－0790－0－4300－1160－1000－000 | 111.97 |
| ${ }_{\square}^{\text {® }} 68$ | 00311635 | V68152617 | JARVIS，ANDREW OR ROSEMARIE | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 82.43 |
| 共68 | 00311636 | V68046445 | JOHNSTONE SUPPLY SANTA ANA | 11／17／21 | MW | 0101－8150－0－4405－0000－8110－000 | 1，418．79 |
| ${ }_{68}$ | 00311636 | V68046445 | JOHNSTONE SUPPLY SANTA ANA | 11／17／21 | MW | 0101－8150－0－4500－0000－8110－000 | 8，213．54 |
| 68 | 00311636 | V68046445 | JOHNSTONE SUPPLY SANTA ANA | 11／17／21 | MW | 0101－8150－0－5605－0000－8110－000 | －1，467．25 |
| 68 | 00311637 | V68118865 | JONES，DANNY OR NANCY | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 452.48 |
| 68 | 00311638 | V68062513 | KELLY PAPER COMPANY | 11／17／21 | MW | 0101－0000－0－4500－0000－7550－000 | 1，833．09 |
| 68 | 00311639 | V68158202 | KNAUER，JACK OR MONA | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 114.91 |
| 68 | 00311640 | V68165558 | KRISTIN ENRIQUEZ CAPALBO DBA S | 11／17／21 | MW | 0101－6500－0－5800－5760－1130－000 | 1，100．05 |
| 68 | 00311641 | V68149587 | LEARNING A－Z | 11／17／21 | MW | 0101－0400－0－4300－1130－1000－077 | 1，418．06 |
| 68 | 00311641 | V68149587 | LEARNING A－Z | 11／17／21 | MW | 0101－3010－0－5800－1110－1000－072 | 236.00 |
| 68 | 00311642 | V68156189 | LEARNING WITHOUT TEARS | 11／17／21 | MW | 0101－6300－0－4140－1130－1000－000 | 1，018．73 |
| 68 | 00311643 | V68158266 | LITERACY RESOURCES LLC | 11／17／21 | MW | 0101－3010－0－4300－1110－1000－075 | 1，317．42 |
| 68 | 00311644 | V68145493 | LOUIE，DARRYL OR CATHERINE | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 247.74 |
| 68 | 00311645 | V68149001 | MATHIESEN，DAN OR TARA | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 246.40 |
| 号68 | 00311646 | V68165917 | MINIER，MIKE | 11／17／21 | MW | 0101－0986－0－5215－0000－6000－002 | 44.80 |
| 웅 68 | 00311647 | V68159960 | NELSON，DANIELLE OR MARCUS | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 232.85 |
| $\underset{\sim}{\infty} 68$ | 00311648 | V68160864 | PARKS，JOHN | 11／17／21 | MW | 0101－0724－0－5800－5001－3600－000 | 114.91 |

CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021
Check Amount $6,503.75$
378.60
103.49
152.32
$5,480.18$

$5,586.66$ | $\pm$ |
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CAPISTRANO USD
Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| \＃68 | 00311684 | V68116957 | PALI INSTITUTE INC | 11／18／21 | MW | 0101－0400－0－5840－1130－1000－077 | 2，772．00 |
| 68 | 00311685 | V68157980 | RICOH USA INC． | 11／18／21 | MW | 0101－0000－0－5605－0000－7550－000 | 14，859．48 |
| 68 | 00311686 | V68078255 | SAN DIEGO GAS \＆ELECTRIC | 11／18／21 | MW | 0101－0000－0－5500－0000－8200－000 | 138，826．04 |
| 68 | 00311687 | V68079190 | SANTA MARGARITA WATER | 11／18／21 | MW | 0101－0000－0－5500－0000－8200－000 | 3，484．57 |
| 68 | 00311688 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－022 | 45.37 |
| 68 | 00311688 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／18／21 | MW | 0101－0400－0－4500－0000－2700－001 | 329.39 |
| 68 | 00311688 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／18／21 | MW | 0101－0400－0－4300－1130－1000－055 | 135.56 |
| 68 | 00311688 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／18／21 | MW | 0101－3555－0－4300－3800－1000－003 | 271.11 |
| 68 | 00311688 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／18／21 | MW | 0101－3555－0－4300－3800－1000－018 | 287.88 |
| 68 | 00311688 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／18／21 | MW | 0101－3555－0－4300－3800－1000－029 | 349.32 |
| 68 | 00311688 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／18／21 | MW | 0101－6500－0－4300－5760－1110－001 | 115.57 |
| 68 | 00311688 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／18／21 | MW | 0101－6520－0－4300－5760－1190－000 | 116.84 |
| 68 | 00311689 | V68084100 | SO CA GAS CO | 11／18／21 | MW | 0101－0000－0－5500－0000－8200－000 | 3，661．86 |
| 苁68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0000－0－4500－0000－7150－000 | 164.81 |
| 者68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0000－0－4500－0000－7400－000 | 66.04 |
| ${ }_{\sim}^{\infty} 68$ | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－002 | 257.39 |
| 萝68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－003 | 226.97 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－004 | 249.04 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－0000－2700－006 | 130.80 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－006 | 450.31 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－023 | 12.71 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－026 | 68.63 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－027 | 283.87 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－031 | 44.66 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－056 | 33.14 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－058 | 10.75 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－059 | 0.89 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－071 | 26.89 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－077 | 49.35 |
| $\pm 68$ | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－082 | 539.60 |
| 웅 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－083 | 38.24 |
| $\underset{\sim}{\infty} 68$ | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－084 | 0.82 |

CAPISTRANO USD
Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| ¢ ${ }_{\text {a }}$ | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－085 | 93.30 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－050 | 47.76 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－052 | 194.81 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－054 | 56.64 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－055 | 102.88 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－056 | 13.79 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－059 | 5.06 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－060 | 18.07 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－061 | 37.35 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－064 | 164.79 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－065 | 45.88 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－068 | 86.29 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－069 | 8.62 |
| 艾68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－071 | 230.56 |
| 通 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－074 | 290.35 |
| ${ }_{-}^{0} 68$ | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－075 | 881.01 |
| 违68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－076 | 23.69 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－077 | 148.06 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－078 | 115.83 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－079 | 8.62 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－080 | 166.53 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－081 | 249.79 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－083 | 114.74 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－084 | 0.82 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－085 | 51.37 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1130－1000－089 | 89.57 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－002 | 772.15 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－003 | 1，077．00 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－005 | 99.80 |
| ${ }_{\infty}{ }^{+} 68$ | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－022 | 50.17 |
| ○ 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－023 | 96.74 |
| $\underset{\infty}{ } 68$ | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－026 | 274.54 |

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Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| ¢ ${ }_{\text {a }}$ | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－028 | 198.67 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－029 | 94.31 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－030 | 270.24 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－031 | 44.66 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－032 | 195.73 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－3200－1000－018 | 18.84 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－3200－2700－018 | 18.84 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－3300－1000－014 | 34.12 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－3300－1000－019 | 64.35 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－033 | 134.61 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0002－0－4300－1140－1000－033 | 538.44 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0400－0－4300－1130－1000－055 | 60.53 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0400－0－4300－1130－1000－067 | 129.47 |
| 艾68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0400－0－4300－1130－1000－087 | 188.78 |
| 通 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－1102－0－4300－1160－1000－000 | 69.39 |
| ${ }_{-}^{0} 68$ | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－3010－0－4300－1110－1000－021 | 888.94 |
| 违68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－3010－0－4300－1110－1000－053 | 135.58 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－3010－0－4400－1110－1000－059 | 278.76 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－3010－0－4300－1110－1000－061 | 1，991．04 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－3010－0－4300－1110－1000－072 | 57.48 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－3010－0－4300－1110－1000－079 | 100.79 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－3010－0－4300－1110－1000－065 | 15.29 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－3010－0－4300－1110－1000－073 | 283.33 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－3010－0－4300－1110－1000－075 | 34.48 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0730－0－4500－1110－3600－000 | 38.80 |
| 68 | 00311691 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 11／18／21 | MW | 0101－0724－0－4500－5001－3600－000 | 90.54 |
| 68 | 00311693 | V68118382 | US BANK | 11／18／21 | MW | 0101－0000－0－5216－0000－7110－000 | 336.00 |
| 68 | 00311693 | V68118382 | US BANK | 11／18／21 | MW | 0101－0000－0－5216－0000－7300－000 | 765.00 |
| 68 | 00311693 | V68118382 | US BANK | 11／18／21 | MW | 0101－0000－0－5800－0000－7400－000 | 500.00 |
| ${ }_{\square}^{+68}$ | 00311693 | V68118382 | US BANK | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－021 | 15.73 |
| 웅 68 | 00311693 | V68118382 | US BANK | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－050 | 68.88 |
| $\underset{\infty}{ } 68$ | 00311693 | V68118382 | US BANK | 11／18／21 | MW | 0101－0002－0－4500－0000－2700－055 | 221.95 |

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Check Amount

| 11/18/21 | MW | 0101-0002-0-4300-1130-1000-054 | 66.77 |
| :---: | :---: | :---: | :---: |
| 11/18/21 | MW | 0101-0002-0-4500-1130-1000-054 | 16.97 |
| 11/18/21 | MW | 0101-0002-0-4300-1130-1000-075 | 308.13 |
| 11/18/21 | MW | 0101-0002-0-4300-1130-1000-082 | 75.17 |
| 11/18/21 | MW | 0101-0002-0-4300-1140-1000-001 | 1,100.65 |
| 11/18/21 | MW | 0101-0002-0-4300-1140-1000-002 | 64.60 |
| 11/18/21 | MW | 0101-0002-0-4300-1140-1000-003 | 32.27 |
| 11/18/21 | MW | 0101-0002-0-4300-1140-1000-006 | 113.40 |
| 11/18/21 | MW | 0101-0002-0-4300-1140-1000-022 | 21.54 |
| 11/18/21 | MW | 0101-0002-0-4300-1140-1000-025 | 137.00 |
| 11/18/21 | MW | 0101-0002-0-4300-1140-1000-033 | 385.19 |
| 11/18/21 | MW | 0101-0002-0-4300-1160-1000-006 | 566.02 |
| 11/18/21 | MW | 0101-0010-0-4500-0000-2100-000 | 73.90 |
| 11/18/21 | MW | 0101-0400-0-4500-0000-2700-029 | 316.47 |
| 11/18/21 | MW | 0101-0400-0-4500-0000-2700-055 | 67.86 |
| 11/18/21 | MW | 0101-0400-0-4500-0000-2700-067 | 685.36 |
| 11/18/21 | MW | 0101-0400-0-4300-1130-1000-055 | 107.74 |
| 11/18/21 | MW | 0101-0400-0-4300-1130-1000-056 | 210.00 |
| 11/18/21 | MW | 0101-0400-0-4300-1140-1000-001 | 8,614.17 |
| 11/18/21 | MW | 0101-0400-0-4300-1140-1000-028 | 197.04 |
| 11/18/21 | MW | 0101-0504-0-4300-1110-1000-000 | 32.30 |
| 11/18/21 | MW | 0101-0790-0-5800-1110-1000-000 | 3,457.00 |
| 11/18/21 | MW | 0101-3010-0-4500-0000-2700-021 | 53.80 |
| 11/18/21 | MW | 0101-3010-0-4300-1110-1000-021 | 2,386.82 |
| 11/18/21 | MW | 0101-3010-0-4300-1110-1000-054 | 701.85 |
| 11/18/21 | MW | 0101-3010-0-4300-1110-1000-061 | 4,002.14 |
| 11/18/21 | MW | 0101-3010-0-4300-1110-1000-072 | 23.54 |
| 11/18/21 | MW | 0101-3010-0-4300-1130-1000-061 | 747.62 |
| 11/18/21 | MW | 0101-3010-0-4300-3200-1000-018 | 148.70 |
| 11/18/21 | MW | 0101-3010-0-4300-1140-1000-021 | 1,150.96 |
| 11/18/21 | MW | 0101-3212-0-4300-1130-1000-052 | 177.65 |
| 11/18/21 | MW | 0101-3212-0-4300-1130-1000-000 | 2,124.38 |

CAPISTRANO USD
Consolidated Check Register w. Account
Check Amount

| Check Date Cancel Date Type Account | Check Amount |  |  |
| :--- | :--- | :--- | ---: |
| $11 / 18 / 21$ | MW | $0101-3315-0-4500-5730-2700-000$ | 360.08 |
| $11 / 18 / 21$ | MW | $0101-3555-0-4300-3800-1000-004$ | $1,288.77$ |
| $11 / 18 / 21$ | MW | $0101-3555-0-4300-3800-1000-022$ | 181.93 |
| $11 / 18 / 21$ | MW | $0101-6388-0-4300-3800-1000-006$ | $4,556.46$ |
| $11 / 18 / 21$ | MW | $0101-6500-0-4300-5760-1190-000$ | 24.67 |
| $11 / 18 / 21$ | MW | $0101-6520-0-4300-5760-1190-000$ | 149.66 |
| $11 / 18 / 21$ | MW | $0101-8150-0-4500-0000-8110-000$ | 626.34 |
| $11 / 19 / 21$ | MW | $0101-6500-0-5800-5760-1190-000$ | 880.00 |
| $11 / 19 / 21$ | MW | $0101-4035-0-5216-0000-2100-000$ | $2,550.00$ |
| $11 / 19 / 21$ | MW | $0101-4035-0-5215-1110-1000-000$ | $10,200.00$ |
| $11 / 19 / 21$ | MW | $0101-5632-0-4500-0000-3130-000$ | $1,250.00$ |
| $11 / 19 / 21$ | MW | $0101-3315-0-5212-5730-1110-000$ | 25.20 |
| $11 / 19 / 21$ | MW | $0101-6500-0-5212-5760-1110-000$ | 25.20 |
| $11 / 19 / 21$ | MW | $0101-0400-0-5215-1140-1000-004$ | $3,045.00$ |
| $11 / 19 / 21$ | MW | $0101-0000-0-5212-1110-1000-000$ | 13.44 |
| $11 / 19 / 21$ | MW | $0101-1102-0-5212-1160-1000-000$ | 113.12 |
| $11 / 19 / 21$ | MW | $0101-0000-0-5213-0000-3140-000$ | 46.48 |
| $11 / 19 / 21$ | MW | $0101-1102-0-5212-1160-1000-000$ | 100.24 |
| $11 / 19 / 21$ | MW | $0101-8150-0-4500-0000-8110-000$ | $1,802.12$ |
| $11 / 19 / 21$ | MW | $0101-8150-0-5605-0000-8110-058$ | $11,900.00$ |
| $11 / 19 / 21$ | MW | $0101-6500-0-5800-5760-1190-000$ | 250.00 |
| $11 / 19 / 21$ | MW | $0101-0790-0-5213-4760-2100-000$ | 28.56 |
| $11 / 19 / 21$ | MW | $0101-1102-0-5212-1160-1000-000$ | 118.72 |
| $11 / 19 / 21$ | MW | $0101-1102-0-5212-1160-1000-000$ | 123.76 |
| $11 / 19 / 21$ | MW | $0101-6500-0-5800-5760-1190-000$ | $2,400.00$ |
| $11 / 19 / 21$ | MW | $0101-0000-0-5800-0000-7180-000$ | $7,100.00$ |
| $11 / 19 / 21$ | MW | $0101-0790-0-5213-4760-2100-000$ | 17.92 |
| $11 / 19 / 21$ | MW | $0101-8150-0-5213-0000-8110-000$ | 29.12 |
| $11 / 19 / 21$ | MW | $0101-6500-0-5820-5001-2100-000$ | $26,450.00$ |
| $11 / 19 / 21$ | MW | $0101-6500-0-5212-5760-1130-000$ | 73.92 |
| $11 / 19 / 21$ | MW | $0101-8150-0-5213-0000-8110-000$ | 33.60 |
| $11 / 19 / 21$ | MW | $0101-0000-0-5800-0000-7180-000$ | $1,675.00$ |

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Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| $\bigcirc$ | 00311723 | V68152498 | HUNKER，WILLIAM | 11／19／21 | MW | 0101－1102－0－5212－1160－1000－000 | 109.20 |
| $\omega{ }_{68}$ | 00311724 | V68160376 | JENNINGS BELARDES，KERREL | 11／19／21 | MW | 0101－3315－0－5212－5730－1110－000 | 62.72 |
| 68 | 00311724 | V68160376 | JENNINGS BELARDES，KERREL | 11／19／21 | MW | 0101－6500－0－5212－5760－1110－000 | 62.72 |
| 68 | 00311725 | V68165924 | JOHNSON，AINARIA | 11／19／21 | MW | 0101－6500－0－5212－5760－1130－000 | 11.20 |
| 68 | 00311726 | V68161123 | KETCHAM，KATHIE | 11／19／21 | MW | 0101－0790－0－5216－0000－3110－000 | 740.45 |
| 68 | 00311727 | V68111383 | LAIDLEY，JOANIE | 11／19／21 | MW | 0101－3315－0－5212－5730－1110－000 | 89.60 |
| 68 | 00311727 | V68111383 | LAIDLEY，JOANIE | 11／19／21 | MW | 0101－6500－0－5212－5760－1110－000 | 89.60 |
| 68 | 00311728 | V68165738 | LEE，EVELYN | 11／19／21 | MW | 0101－1102－0－5212－1160－1000－000 | 128.80 |
| 68 | 00311729 | V68108708 | LEWIS，SHARON A． | 11／19／21 | MW | 0101－3315－0－5212－5730－1110－000 | 68.32 |
| 68 | 00311729 | V68108708 | LEWIS，SHARON A． | 11／19／21 | MW | 0101－6500－0－5212－5760－1110－000 | 68.32 |
| 68 | 00311730 | V68145274 | LOPER－LEDDY，KAY | 11／19／21 | MW | 0101－6500－0－5212－5760－1110－000 | 161.28 |
| 68 | 00311731 | V68165926 | LOPEZ，KARLA | 11／19／21 | MW | 0101－0000－0－5213－0000－3140－000 | 43.12 |
| 68 | 00311732 | V68164311 | MALSTROM，MEGAN | 11／19／21 | MW | 0101－6500－0－5800－5760－1190－000 | 2，600．00 |
| 苁68 | 00311733 | V68115957 | MAXIM HEALTHCARE SERVICES INC | 11／19／21 | MW | 0101－0000－0－5800－0000－3140－000 | 12，026．24 |
| 百68 | 00311734 | V68165925 | McElroy，Nicole | 11／19／21 | MW | 0101－1102－0－5212－1160－1000－000 | 226.24 |
| ${ }_{\square}^{\text {® }} 68$ | 00311735 | V68055550 | MCGRAW－HILL SCHOOL EDUCATION H | 11／19／21 | MW | 0101－6300－0－4140－1110－1000－000 | 1，203．96 |
| 劳68 | 00311736 | V68110020 | MEET THE MASTERS INC | 11／19／21 | MW | 0101－0400－0－4300－1130－1000－058 | 2，794．00 |
| 68 | 00311737 | V68142582 | MESA GOLF CARTS | 11／19／21 | MW | 0101－8150－0－5605－0000－8110－000 | 1，863．69 |
| 68 | 00311738 | V68158477 | MOMTAHAN，NANCY NASSEHI AND RO | 11／19／21 | MW | 0101－6500－0－5800－5760－1190－000 | 1，281．26 |
| 68 | 00311739 | V68153156 | NELSON，SHARI | 11／19／21 | MW | 0101－0790－0－5216－0000－2100－000 | 407.96 |
| 68 | 00311740 | V68155607 | NIGRO \＆NIGRO PC | 11／19／21 | MW | 0101－0000－0－5800－0000－7190－000 | 22，369．00 |
| 68 | 00311741 | V68154232 | OCDE | 11／19／21 | MW | 0101－0790－0－5800－4760－1000－000 | 500.00 |
| 68 | 00311742 | V68103235 | ORANGE COUNTY SHERIFF DEPT | 11／19／21 | MW | 0101－0000－0－5800－0000－8300－000 | 3，412．60 |
| 68 | 00311743 | V68148042 | ORGILL，JANELL | 11／19／21 | MW | 0101－3315－0－5212－5730－1110－000 | 60.48 |
| 68 | 00311743 | V68148042 | ORGILL，JANELL | 11／19／21 | MW | 0101－6500－0－5212－5760－1110－000 | 60.48 |
| 68 | 00311744 | V68069310 | PERMA－BOUND | 11／19／21 | MW | 0101－0004－0－4114－1180－1000－003 | 6，548．50 |
| 68 | 00311745 | V68106119 | PROFESSIONAL TUTORS OF AMERICA | 11／19／21 | MW | 0101－0790－0－5800－1110－2100－000 | 165.00 |
| 68 | 00311746 | V68072652 | RAM AIR ENGINEERING INC | 11／19／21 | MW | 0101－8150－0－5605－0000－8110－000 | 315.00 |
| 68 | 00311747 | V68165649 | RAMIREZ MORENO，MIRIAM | 11／19／21 | MW | 0101－0790－0－5213－4760－2100－000 | 39.76 |
| 式 68 | 00311748 | V68155758 | REFRIGERATION CONTROL COMPANY | 11／19／21 | MW | 0101－8150－0－5605－0000－8110－000 | 2，141．31 |
| 웅 68 | 00311749 | V68161514 | RODRIGUEZ，MATTHEW AND MARITES | 11／19／21 | MW | 0101－6500－0－5800－5760－1130－000 | 385.73 |
| $\underset{\infty}{ } 68$ | 00311750 | V68161256 | SANCHEZ－MARTINEZ，SANDRA | 11／19／21 | MW | 0101－0790－0－5213－4760－2100－000 | 11.20 |

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Consolidated Check Register w．Account

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| 오 ${ }_{\text {¢ }}$ | 00311751 | V68079280 | SARGENT－WELCH SCIENTIFIC | 11／19／21 | MW | 0101－3555－0－4300－3800－1000－004 | 103.85 |
| ${ }^{\text {c }} 68$ | 00311752 | V68165657 | SHELLEE HOWARD DBA COLLEGE REA | 11／19／21 | MW | 0101－4510－0－5800－1110－1000－000 | 100.00 |
| 68 | 00311753 | V68146945 | SIELING，TARA | 11／19／21 | MW | 0101－3315－0－5213－5730－3120－000 | 78.01 |
| 68 | 00311753 | V68146945 | SIELING，TARA | 11／19／21 | MW | 0101－6510－0－5213－5710－3120－000 | 33.43 |
| 68 | 00311754 | V68165108 | SMITH，ERIC AND ANGELIA | 11／19／21 | MW | 0101－6500－0－5800－5760－1190－000 | 280.00 |
| 68 | 00311755 | V68165927 | SZABO，SUSAN | 11／19／21 | MW | 0101－6500－0－5212－5760－1110－000 | 22.40 |
| 68 | 00311756 | V68115461 | TALILI，MAILUMAI | 11／19／21 | MW | 0101－3410－0－5212－5760－1190－000 | 133.28 |
| 68 | 00311757 | V68163086 | TAO ROSSINI A PROFESSIONAL COR | 11／19／21 | MW | 0101－0000－0－5820－0000－7690－000 | 6，475．00 |
| 68 | 00311758 | V68103187 | THOUSAND PINES OUTDOOR SCHOOL | 11／19／21 | MW | 0101－0400－0－5840－1130－1000－080 | 1，500．00 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0000－0－4500－0000－7180－000 | 94.99 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0000－0－5800－0000－7180－000 | 177.25 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0000－0－4500－0000－7520－000 | 32.31 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0000－0－5800－0000－7700－000 | 172.58 |
| ${ }^{\text {T }} 68$ | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4500－0000－2700－003 | 68.95 |
| 䦽 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－5800－0000－2700－004 | 105.00 |
| ${ }_{\square}^{\text {ong }} 68$ | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4500－0000－2700－006 | 33.38 |
| 违68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4500－0000－2700－021 | 261.00 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1130－1000－056 | 15.07 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1130－1000－061 | 140.37 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1130－1000－079 | 114.20 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1130－1000－081 | 608.86 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1130－1000－086 | 67.83 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1130－1000－087 | 35.17 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－5800－1140－1000－002 | 549.19 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1140－1000－002 | 71.07 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1140－1000－003 | 165.92 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－5800－1140－1000－003 | 400.00 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1140－1000－004 | 1，111．67 |
| 68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1140－1000－006 | 162.80 |
| 岕68 | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1140－1000－022 | 57.25 |
| $\bigcirc$ | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1140－1000－025 | 1，412．01 |
| $\underset{\infty}{ }{ }^{68}$ | 00311761 | V68118382 | US BANK | 11／19／21 | MW | 0101－0002－0－4300－1140－1000－028 | 438.76 |

CAPISTRANO USD
Consolidated Check Register w. Account
Check Amount

| Check Date Cancel Date Type Account | Check Amount |  |  |
| :--- | ---: | :--- | ---: |
| $11 / 19 / 21$ | MW | $0101-0002-0-4300-3300-1000-014$ | 50.08 |
| $11 / 19 / 21$ | MW | $0101-0002-0-5800-3300-1000-014$ | 155.80 |
| $11 / 19 / 21$ | MW | $0101-0002-0-4300-1140-1000-033$ | 45.12 |
| $11 / 19 / 21$ | MW | $0101-0002-0-4300-1110-1000-072$ | 150.78 |
| $11 / 19 / 21$ | MW | $0101-0002-0-4300-1160-1000-002$ | 966.18 |
| $11 / 19 / 21$ | MW | $0101-0002-0-4400-1160-1000-003$ | $1,935.20$ |
| $11 / 19 / 21$ | MW | $0101-0400-0-4300-1130-1000-055$ | 99.09 |
| $11 / 19 / 21$ | MW | $0101-0400-0-4300-1140-1000-001$ | 635.68 |
| $11 / 19 / 21$ | MW | $0101-0790-0-5800-1110-1000-000$ | $1,750.00$ |
| $11 / 19 / 21$ | MW | $0101-1102-0-4300-1160-1000-000$ | 600.24 |
| $11 / 19 / 21$ | MW | $0101-3010-0-4300-1110-1000-059$ | $1,508.45$ |
| $11 / 19 / 21$ | MW | $0101-3010-0-4300-1110-1000-061$ | $3,198.91$ |
| $11 / 19 / 21$ | MW | $0101-3010-0-4300-1110-1000-079$ | $1,379.12$ |
| $11 / 19 / 21$ | MW | $0101-3010-0-4400-1110-1000-082$ | 719.23 |
| $11 / 19 / 21$ | MW | $0101-3212-0-4300-1130-1000-000$ | 301.68 |
| $11 / 19 / 21$ | MW | $0101-3212-0-4500-0000-2100-000$ | 477.60 |
| $11 / 19 / 21$ | MW | $0101-3315-0-4300-5730-1190-000$ | 69.90 |
| $11 / 19 / 21$ | MW | $0101-3555-0-4300-3800-1000-001$ | 387.84 |
| $11 / 19 / 21$ | MW | $0101-3555-0-4300-3800-1000-003$ | 402.60 |
| $11 / 19 / 21$ | MW | $0101-3555-0-4300-3800-1000-025$ | 107.60 |
| $11 / 19 / 21$ | MW | $0101-3555-0-4300-3800-1000-028$ | 97.04 |
| $11 / 19 / 21$ | MW | $0101-3555-0-4300-3800-1000-022$ | 482.46 |
| $11 / 19 / 21$ | MW | $0101-3555-0-4300-3800-1000-030$ | 451.77 |
| $11 / 19 / 21$ | MW | $0101-6388-0-4300-3800-1000-006$ | 915.86 |
| $11 / 19 / 21$ | MW | $0101-6388-0-4300-3800-1000-002$ | $1,082.45$ |
| $11 / 19 / 21$ | MW | $0101-6500-0-4500-5001-2100-000$ | 148.54 |
| $11 / 19 / 21$ | MW | $0101-6500-0-4500-5001-2700-000$ | 270.49 |
| $11 / 19 / 21$ | MW | $0101-6500-0-4300-5760-1190-000$ | 806.63 |
| $11 / 19 / 21$ | MW | $0101-6500-0-4300-5760-1190-000$ | 383.71 |
| $11 / 19 / 21$ | MW | $0101-7220-0-4300-1140-1000-003$ | 378.08 |
| $11 / 19 / 21$ | MW | $0101-7422-0-4300-1110-1000-000$ | $2,583.85$ |
| $11 / 19 / 21$ | MW | $0101-8150-0-5605-0000-8110-000$ | 645.00 |
|  |  |  |  |

CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| - | 00311763 | V68153411 | VIRGINIA CROWE | 11/19/21 | MW | 0101-6500-0-5800-5760-1190-000 | 225.00 |
| $\omega{ }_{68}$ | 00311764 | V68165760 | WARNER, ASTACIA | 11/19/21 | MW | 0101-6500-0-5212-5760-1110-000 | 3.92 |
| 68 | 00311765 | V68057505 | WENTZEL, KORY | 11/19/21 | MW | 0101-1102-0-5212-1160-1000-000 | 142.24 |
| 68 | 00311766 | V68162813 | ZHE, MICHAEL AND KIMBERLY | 11/19/21 | MW | 0101-6500-0-5800-5760-1190-000 | 240.00 |
| 68 | 00311773 | V68001018 | A Z BUS SALES INC | 11/22/21 | MW | 0101-0730-0-4600-1110-3600-000 | 589.82 |
| 68 | 00311774 | V68159594 | ACCO ENGINEERED SYSTEMS INC. | 11/22/21 | MW | 0101-8150-0-5605-0000-8110-000 | 11,461.41 |
| 68 | 00311775 | V68145645 | ALISO NIGUEL AUTO CARE | 11/22/21 | MW | 0101-8150-0-5605-0000-8230-000 | 544.54 |
| 68 | 00311776 | V68154816 | ALISO VIEJO TOWING \& RECOVERY | 11/22/21 | MW | 0101-0730-0-5800-1110-3600-000 | 1,115.00 |
| 68 | 00311777 | V68149415 | APEX AUDIO INC | 11/22/21 | MW | 0101-8150-0-4500-0000-8110-000 | 262.42 |
| 68 | 00311778 | V68111606 | APPLE INC | 11/22/21 | MW | 0101-6500-0-4400-5760-1190-000 | 1,888.12 |
| 68 | 00311778 | V68111606 | APPLE INC | 11/22/21 | MW | 0101-6500-0-4300-5760-1190-000 | 487.80 |
| 68 | 00311779 | V68165069 | AUDACY OPERATIONS INC. | 11/22/21 | MW | 0101-0000-0-5800-0000-7400-000 | 4,154.34 |
| 68 | 00311780 | V68161620 | AUTISM SPECTRUM THERAPIES LLC | 11/22/21 | MW | 0101-6500-0-5801-5760-1180-000 | 5,322.00 |
| ${ }^{\text {¹8 }} 68$ | 00311781 | V68163073 | BALANCE \& HEARING SPECIALITY G | 11/22/21 | MW | 0101-6500-0-5800-5760-3150-000 | 600.00 |
|  | 00311782 | V68154661 | BERTRAND MUSIC ENTERPRISE INC | 11/22/21 | MW | 0101-0790-0-4300-1160-1000-000 | 137.38 |
| ${ }_{-}^{0} 68$ | 00311783 | V68165448 | BEYOND BLINDESS INC. | 11/22/21 | MW | 0101-6500-0-5810-5760-1190-000 | 1,491.52 |
| 萝68 | 00311784 | V68123700 | BSN SPORTS | 11/22/21 | MW | 0101-1100-0-4300-1140-4200-001 | 1,790.41 |
| 68 | 00311785 | V68146284 | BUSWEST LLC | 11/22/21 | MW | 0101-0730-0-4600-1110-3600-000 | 1,276.86 |
| 68 | 00311786 | V68141660 | CAL-STATE AUTO PARTS INC | 11/22/21 | MW | 0101-0724-0-4600-5001-3600-000 | 1,303.76 |
| 68 | 00311787 | V68015090 | CAMLOX INDUSTRIES INC dba WEST | 11/22/21 | MW | 0101-8150-0-5605-0000-8110-000 | 400.78 |
| 68 | 00311788 | V68151219 | CI SOLUTIONS | 11/22/21 | MW | 0101-0000-0-4500-0000-7550-000 | 547.60 |
| 68 | 00311789 | V68108311 | CINTAS CORPORATION | 11/22/21 | MW | 0101-7422-0-4500-0000-2100-000 | 71.17 |
| 68 | 00311790 | V68146234 | CINTAS CORPORATION \#640 | 11/22/21 | MW | 0101-0730-0-5800-1110-3600-000 | 133.79 |
| 68 | 00311790 | V68146234 | CINTAS CORPORATION \#640 | 11/22/21 | MW | 0101-0724-0-5800-5001-3600-000 | 133.79 |
| 68 | 00311791 | V68019394 | COASTAL BLUE | 11/22/21 | MW | 0101-8150-0-4500-0000-8110-000 | 567.16 |
| 68 | 00311792 | V68165725 | COHAN ANDY \& NEISWONGER JULIE | 11/22/21 | MW | 0101-6500-0-5802-5760-1180-000 | 2,022.72 |
| 68 | 00311793 | V68147693 | COMPLETE OFFICE OF CA | 11/22/21 | MW | 0101-8150-0-4500-0000-8110-000 | 234.11 |
| 68 | 00311794 | V68116608 | COMPREHENSIVE DRUG TESTING | 11/22/21 | MW | 0101-0730-0-5800-1110-3600-000 | 205.38 |
| 68 | 00311794 | V68116608 | COMPREHENSIVE DRUG TESTING | 11/22/21 | MW | 0101-0724-0-5800-5001-3600-000 | 479.22 |
| u68 | 00311795 | V68112600 | COX COMMUNICATIONS | 11/22/21 | MW | 0101-0000-0-5900-0000-7601-000 | 11,118.62 |
| 웅 68 | 00311796 | V68146378 | CR\&R INCORPORATED | 11/22/21 | MW | 0101-0000-0-5500-0000-8200-000 | 44,507.35 |
| $\underset{\sim}{\infty} 68$ | 00311797 | V68024000 | CULVER-NEWLIN INC | 11/22/21 | MW | 0101-0000-0-4500-0000-7700-000 | 372.28 |

CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021
Check Amount 135.93
17.21
11.15
$5,959.80$ 13,786.20 10,929.60 362.88 288.95
$1,425.00$ 600.00
284.86 66.71 66.71

638.85 | $n$ |
| :---: |
| $\underset{\sim}{n}$ |
| $\underset{\sim}{n}$ |
|  | 269.45 $2,766.43$

352.80 1,210.87 $1,170.77$

302.08 $\stackrel{\infty}{n}$ 40.92 | $\infty$ | $n$ |
| :---: | :---: |
| $\infty$ |  |
|  |  |
|  |  |
| $n$ |  |
| $n$ |  |
| $n$ |  | 469.11 654.56 2,770.00 1,486.38 8

8
8
$i$ 1,268.51
CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021
Check Amount
Check Amount
520.00
553.84
41.25
$2,056.54$
612.35
$2,883.45$
$1,214.18$
$1,321.43$
$8,825.60$
50.00
297.00
109.46
516.21
259.00
CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021
Check Amount

| Check Date Cancel Date Type Account | Check Amount |  |  |
| :---: | :---: | :---: | ---: |
| $11 / 22 / 21$ | MW | $0101-0724-0-5800-5001-3600-000$ | 197.57 |
| $11 / 22 / 21$ | MW | $0101-8150-0-5605-0000-8230-000$ | 785.98 |
| $11 / 22 / 21$ | MW | $0101-8150-0-4500-0000-8110-000$ | 539.87 |
| $11 / 22 / 21$ | MW | $0101-0010-0-4300-1160-1000-000$ | 554.56 |
| $11 / 22 / 21$ | MW | $0101-8150-0-4500-0000-8110-000$ | 324.90 |
| $11 / 23 / 21$ | MW | $0101-0790-0-5800-0000-3600-000$ | 360.00 |
| $11 / 23 / 21$ | MW | $0101-0724-0-5800-5001-3600-000$ | $20,092.50$ |
| $11 / 23 / 21$ | MW | $0101-0004-0-4114-1180-1000-005$ | 15.00 |
| $11 / 23 / 21$ | MW | $0101-6500-0-5815-5001-3120-000$ | $5,000.00$ |
| $11 / 23 / 21$ | MW | $0101-6500-0-5801-5760-1180-000$ | $1,126.13$ |
| $11 / 23 / 21$ | MW | $0101-0986-0-5212-0000-6000-000$ | 80.64 |
| $11 / 23 / 21$ | MW | $0101-6500-0-5212-5760-1190-000$ | 164.64 |
| $11 / 23 / 21$ | MW | $0101-0400-0-5800-1130-1000-055$ | $1,449.99$ |
| $11 / 23 / 21$ | MW | $0101-0400-0-5800-1130-1000-078$ | 19.96 |
| $11 / 23 / 21$ | MW | $0101-6010-0-5100-1130-1000-055$ | $17,908.42$ |
| $11 / 23 / 21$ | MW | $0101-0004-0-4114-1180-1000-006$ | 16.00 |
| $11 / 23 / 21$ | MW | $0101-6500-0-5100-5760-3140-000$ | $14,256.00$ |
| $11 / 23 / 21$ | MW | $0101-3210-0-5800-0000-2100-000$ | $16,325.00$ |
| $11 / 23 / 21$ | MW | $0101-6500-0-5801-5760-1110-000$ | 700.00 |
| $11 / 23 / 21$ | MW | $0101-3010-0-4500-0000-2100-000$ | 605.72 |
| $11 / 23 / 21$ | MW | $0101-6500-0-5802-5760-1180-000$ | $5,040.00$ |
| $11 / 23 / 21$ | MW | $0101-0004-0-4114-1180-1000-003$ | 15.00 |
| $11 / 23 / 21$ | MW | $0101-6500-0-5803-5760-1180-000$ | 138.98 |
| $11 / 23 / 21$ | MW | $0101-6500-0-5802-5760-1180-000$ | 302.50 |
| $11 / 23 / 21$ | MW | $0101-0004-0-4114-1180-1000-001$ | 75.00 |
| $11 / 23 / 21$ | MW | $0101-6500-0-4300-5760-1110-003$ | 158.87 |
| $11 / 23 / 21$ | MW | $0101-0002-0-4300-1140-1000-004$ | 31.98 |
| $11 / 23 / 21$ | MW | $0101-0400-0-4300-1140-1000-004$ | 170.25 |
| $11 / 23 / 21$ | MW | $0101-6512-0-5115-5760-3110-000$ | $2,219.70$ |
| $11 / 23 / 21$ | MW | $0101-1102-0-5212-1160-1000-000$ | 115.36 |
| $11 / 23 / 21$ | MW | $0101-6500-0-5213-5001-3150-000$ | 2.24 |
| $11 / 23 / 21$ | MW | $0101-0002-0-4300-1140-1000-002$ | 35.00 |
|  |  |  |  |

CAPISTRANO USD

## Consolidated Check Register w. Account

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 을 | 00311883 | V68165935 | KORSEN, DAWN OR AARON | 11/23/21 | MW | 0101-0004-0-4114-1180-1000-003 | 20.00 |
| $\mathrm{\omega}^{\text {N }}$ | 00311884 | V68146751 | LACHEMANN, DINA | 11/23/21 | MW | 0101-6500-0-5212-5760-1190-000 | 56.00 |
| 68 | 00311885 | V68165661 | MUI, TIFFANY | 11/23/21 | MW | 0101-1102-0-5212-1160-1000-000 | 5.60 |
| 68 | 00311886 | V68021378 | NEW HAVEN YOUTH \& FAMILY | 11/23/21 | MW | 0101-6500-0-5802-5760-1180-000 | 5,816.00 |
| 68 | 00311886 | V68021378 | NEW HAVEN YOUTH \& FAMILY | 11/23/21 | MW | 0101-6512-0-5101-5760-3110-000 | 21,077.43 |
| 68 | 00311887 | V68165937 | NEYPES, JANINE | 11/23/21 | MW | 0101-0002-0-4300-1140-1000-023 | 69.05 |
| 68 | 00311888 | V68161288 | NORBERG, JULE AND JONAS | 11/23/21 | MW | 0101-6500-0-5802-5760-1180-000 | 873.60 |
| 68 | 00311889 | V68156402 | OLIVE CREST ACADEMY | 11/23/21 | MW | 0101-6512-0-5101-5760-3110-000 | 4,500.00 |
| 68 | 00311890 | V68152589 | PAI, FERRIS | 11/23/21 | MW | 0101-3315-0-5213-5730-3140-000 | 5.83 |
| 68 | 00311890 | V68152589 | PAI, FERRIS | 11/23/21 | MW | 0101-6500-0-5213-5760-3140-000 | 66.97 |
| 68 | 00311891 | V68144925 | PARADIGM HEALTH CARE SERVICES | 11/23/21 | MW | 0101-5640-0-5800-5001-2100-000 | 6,484.97 |
| 68 | 00311892 | V68157634 | RICKERT, ERIN | 11/23/21 | MW | 0101-0002-0-4300-1140-1000-006 | 51.78 |
| 68 | 00311893 | V68078255 | SAN DIEGO GAS \& ELECTRIC | 11/23/21 | MW | 0101-0000-0-5500-0000-8200-000 | 192,636.55 |
| ${ }_{\text {® }}^{\times 8}$ | 00311894 | V68151087 | SANTOKE, MAHFRIN | 11/23/21 | MW | 0101-1102-0-5212-1160-1000-000 | 86.80 |
| 画68 | 00311895 | V68152543 | SENECA FAMILY OF AGENCIES | 11/23/21 | MW | 0101-6512-0-5101-5760-3110-000 | 12,794.45 |
| ${ }_{-}^{\text {a }} 68$ | 00311896 | V68084100 | SO CA GAS CO | 11/23/21 | MW | 0101-0000-0-5500-0000-8200-000 | 10,542.07 |
| 违68 | 00311897 | V68148019 | SUNBELT STAFFING LLC | 11/23/21 | MW | 0101-6500-0-5101-5001-3120-000 | 3,810.00 |
| ${ }_{68}$ | 00311897 | V68148019 | SUNBELT STAFFING LLC | 11/23/21 | MW | 0101-6500-0-5801-5001-3120-000 | 9,066.75 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0000-0-5600-0000-3140-000 | 895.00 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0000-0-4500-0000-7110-000 | 541.88 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0000-0-4500-0000-7150-000 | 215.65 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4500-0000-2700-025 | 256.34 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4500-0000-2700-050 | 35.55 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4500-0000-2700-072 | 145.35 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4300-1130-1000-059 | 242.15 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4300-1130-1000-060 | 39.26 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4300-1130-1000-081 | 63.57 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4300-1140-1000-002 | 51.55 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4300-1140-1000-003 | 238.10 |
| Uુg 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4300-1140-1000-004 | 652.97 |
| $\bigcirc$ | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4300-1140-1000-006 | -312.34 |
| $\bigcirc$ | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4300-1140-1000-022 | 25.39 |

CAPISTRANO USD
Consolidated Check Register w. Account

| N ${ }^{\circ}$ |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| 을 ${ }_{\sim}^{\text {¢ }}$ | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4300-1140-1000-025 | 98.18 |
| ${ }^{\text {c }} \mathrm{N}_{68}$ | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0002-0-4300-3300-1000-014 | 311.17 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0010-0-4500-0000-2100-000 | 645.00 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0010-0-4300-0001-1000-000 | 215.22 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0400-0-4500-0000-2700-055 | 65.84 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0400-0-4300-1130-1000-055 | 172.39 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-0400-0-4300-1130-1000-071 | 57.21 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-3010-0-4500-0000-2700-021 | 1,385.67 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-3010-0-4300-1110-1000-054 | 85.82 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-3010-0-4300-1110-1000-061 | 1,211.05 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-3010-0-4400-1110-1000-061 | 575.32 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-3010-0-4300-1110-1000-072 | 95.63 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-3010-0-4300-1110-1000-079 | 128.72 |
| T198 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-3212-0-4200-1130-1000-060 | 871.20 |
| 当68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-3555-0-4300-3800-1000-004 | 249.74 |
| $\stackrel{\sim}{\square}_{\square}^{6} 68$ | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-3555-0-4300-3800-1000-029 | 976.19 |
| 荧68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-4127-0-4500-0000-2100-000 | 318.40 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-4510-0-4300-1110-1000-000 | 425.74 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-6300-0-4150-1140-1000-000 | 49.51 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-6500-0-4300-5760-1190-000 | 296.31 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-6500-0-4300-5760-1190-000 | 62.35 |
| 68 | 00311899 | V68118382 | US BANK | 11/23/21 | MW | 0101-6520-0-4300-5760-1190-000 | 138.94 |
| 68 | 00311900 | V68150987 | VILCEK, JULIE | 11/23/21 | MW | 0101-6500-0-5212-5760-1190-000 | 74.48 |
| 68 | 00311901 | V68165509 | VISTA CENTER FOR THE BLIND \& V | 11/23/21 | MW | 0101-6500-0-5810-5760-1190-000 | 2,250.00 |
| 68 | 00311902 | V68158685 | VIVAS, MARGARITA | 11/23/21 | MW | 0101-0400-0-4300-8100-5000-013 | 32.16 |
| 68 | 00311903 | V68104710 | YMCA OF ORANGE COUNTY | 11/23/21 | MW | 0101-6010-0-5100-1130-1000-054 | 26,774.22 |
| 68 | 00311903 | V68104710 | YMCA OF ORANGE COUNTY | 11/23/21 | MW | 0101-6010-0-5100-1130-1000-082 | 26,176.55 |
| 68 | 00311904 | V68120395 | YOGI, STACY | 11/23/21 | MW | 0101-0010-0-4500-0000-2100-000 | 117.06 |
| 68 | 00311914 | V68120139 | ALC SCHOOLS LLC | 11/24/21 | MW | 0101-0790-0-5800-0000-3600-000 | 360.00 |
| 888 | 00311914 | V68120139 | ALC SCHOOLS LLC | 11/24/21 | MW | 0101-0724-0-5800-5001-3600-000 | 16,330.00 |
| - 68 | 00311915 | V68155379 | BARTOSH, LAUREL OR JAMES | 11/24/21 | MW | 0101-0724-0-5800-5001-3600-000 | 67.20 |
| $\stackrel{\perp}{\infty} 68$ | 00311916 | V68152287 | CAPITOL ADVISORS GROUP LLC | 11/24/21 | MW | 0101-0000-0-5815-0000-7150-000 | 4,000.00 |

CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| - | 00311917 | V68160828 | CARLISLE, DANIELLE OR JOHN | 11/24/21 | MW | 0101-0724-0-5800-5001-3600-000 | 277.54 |
| $\omega{ }_{68}$ | 00311918 | V68104202 | CHENG \& TSUI CO INC | 11/24/21 | MW | 0101-6300-0-4140-1110-1000-000 | 53.85 |
| 68 | 00311919 | V68141556 | COALITION FOR ADEQUATE SCHOOL | 11/24/21 | MW | 0101-0000-0-5216-0000-7690-000 | 2,544.00 |
| 68 | 00311920 | V68022310 | COUNTY OF ORANGE - WASTE MNGT | 11/24/21 | MW | 0101-0000-0-5500-0000-8200-000 | 43.87 |
| 68 | 00311921 | V68024000 | CULVER-NEWLIN INC | 11/24/21 | MW | 0101-0000-0-4500-0000-8310-000 | 5,149.69 |
| 68 | 00311921 | V68024000 | CULVER-NEWLIN INC | 11/24/21 | MW | 0101-0002-0-4500-0000-2700-003 | 768.56 |
| 68 | 00311921 | V68024000 | CULVER-NEWLIN INC | 11/24/21 | MW | 0101-6500-0-4300-5760-1110-006 | 3,557.04 |
| 68 | 00311922 | V68105883 | DAVE BANG ASSOCIATES INC | 11/24/21 | MW | 0101-8150-0-4500-0000-8110-049 | 797.35 |
| 68 | 00311923 | V68100292 | HEAR NOW | 11/24/21 | MW | 0101-6500-0-5801-5760-3150-000 | 320.00 |
| 68 | 00311924 | V68049480 | LAKESHORE LEARNING MATERIALS | 11/24/21 | MW | 0101-0400-0-4300-1130-1000-055 | 716.27 |
| 68 | 00311924 | V68049480 | LAKESHORE LEARNING MATERIALS | 11/24/21 | MW | 0101-3212-0-4300-1130-1000-059 | 643.64 |
| 68 | 00311925 | V68160304 | LEHNKERING dba, W. SCOTT | 11/24/21 | MW | 0101-0400-0-5800-0000-7400-000 | 450.00 |
| 68 | 00311926 | V68156122 | MASTON, LIZA STUCKER OR BOBBY | 11/24/21 | MW | 0101-0724-0-5800-5001-3600-000 | 312.48 |
| - ${ }_{8} 68$ | 00311927 | V68059125 | MIRACLE RECREATION EQUIPMENT C | 11/24/21 | MW | 0101-8150-0-4500-0000-8110-000 | 2,003.28 |
|  | 00311928 | V68155646 | MOHAWK COMMERCIAL INC | 11/24/21 | MW | 0101-8150-0-5605-0000-8110-064 | 5,902.44 |
| $\stackrel{\text { a }}{\sim}$ | 00311929 | V68159502 | MONTEMAYOR, OSCAR | 11/24/21 | MW | 0101-0724-0-5800-5001-3600-000 | 366.91 |
| 热68 | 00311930 | V68161072 | NATIONAL COUNCIL ON ALCHOLISM | 11/24/21 | MW | 0101-6685-0-5800-1110-1000-000 | 1,000.00 |
| 68 | 00311931 | V68165942 | NELSON, NATALIE | 11/24/21 | MW | 0101-0004-0-4200-1180-2420-087 | 18.00 |
| 68 | 00311932 | V68160233 | NOVILLO, PAM | 11/24/21 | MW | 0101-0724-0-5800-5001-3600-000 | 221.60 |
| 68 | 00311933 | V68155701 | OC AUTO COLLISION | 11/24/21 | MW | 0101-0730-0-5605-1110-3600-000 | 2,148.85 |
| 68 | 00311934 | V68118408 | OCDE | 11/24/21 | MW | 0101-4035-0-5215-0000-2100-000 | 3,300.00 |
| 68 | 00311935 | V68143705 | ORANGE COUNTY FIRE PROTECTION | 11/24/21 | MW | 0101-0724-0-5800-5001-3600-000 | 3,513.17 |
| 68 | 00311936 | V68068227 | PARKHOUSE TIRE INC. | 11/24/21 | MW | 0101-0724-0-4600-5001-3600-000 | 2,762.96 |
| 68 | 00311937 | V68069310 | PERMA-BOUND | 11/24/21 | MW | 0101-0400-0-4150-1140-1000-004 | 645.53 |
| 68 | 00311938 | V68165867 | PLUMMER, KRISTIAN | 11/24/21 | MW | 0101-6500-0-4300-5760-1110-003 | 66.04 |
| 68 | 00311939 | V68160269 | PREFERRED CONSTRUCTION | 11/24/21 | MW | 0101-8150-0-4405-0000-8110-006 | 1,992.00 |
| 68 | 00311940 | V68110955 | PSYCHEMEDICS CORPORATION | 11/24/21 | MW | 0101-0000-0-5800-0000-7400-000 | 287.00 |
| 68 | 00311941 | V68072652 | RAM AIR ENGINEERING INC | 11/24/21 | MW | 0101-8150-0-5605-0000-8110-001 | 3,225.00 |
| 68 | 00311942 | V68101830 | READ NATURALLY INC | 11/24/21 | MW | 0101-3010-0-4300-1110-1000-072 | 353.26 |
| の 68 | 00311943 | V68155758 | REFRIGERATION CONTROL COMPANY | 11/24/21 | MW | 0101-8150-0-5605-0000-8110-000 | 1,562.80 |
| $\bigcirc$ | 00311944 | V68026328 | RINCON TRUCK PARTS | 11/24/21 | MW | 0101-0730-0-4600-1110-3600-000 | 536.60 |
| $\underset{\infty}{ } 68$ | 00311945 | V68160867 | ROA, MARILU OR ALEJANDRO | 11/24/21 | MW | 0101-0724-0-5800-5001-3600-000 | 192.64 |

CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021
Check Amount

| Check Date Cancel Date Type Account | Check Amount |  |  |
| :--- | :--- | :--- | ---: |
| $11 / 24 / 21$ | MW | $0101-8150-0-4500-0000-8110-000$ | 331.12 |
| $11 / 24 / 21$ | MW | $0101-0730-0-5800-1110-3600-000$ | 225.00 |
| $11 / 24 / 21$ | MW | $0101-0724-0-5800-5001-3600-000$ | 225.00 |
| $11 / 24 / 21$ | MW | $0101-0724-0-4600-5001-3600-000$ | 279.63 |
| $11 / 24 / 21$ | MW | $0101-6500-0-5802-5760-1180-000$ | 694.40 |
| $11 / 24 / 21$ | MW | $0101-0000-0-4500-0000-8220-000$ | $1,478.47$ |
| $11 / 24 / 21$ | MW | $0101-8150-0-5605-0000-8110-025$ | $34,169.75$ |
| $11 / 24 / 21$ | MW | $0101-6500-0-5800-5760-1190-000$ | $4,084.37$ |
| $11 / 24 / 21$ | MW | $0101-3315-0-4500-5730-2700-000$ | 18.29 |
| $11 / 24 / 21$ | MW | $0101-0000-0-4500-0000-7400-000$ | 19.36 |
| $11 / 30 / 21$ | MW | $0101-0730-0-5605-1110-3600-000$ | 698.41 |
| $11 / 30 / 21$ | MW | $0101-0724-0-5605-5001-3600-000$ | 698.41 |
| $11 / 30 / 21$ | MW | $0101-8150-0-5800-0000-8110-000$ | 97.30 |
| $11 / 30 / 21$ | MW | $0101-0000-0-5820-0000-2100-000$ | $10,295.26$ |
| $11 / 30 / 21$ | MW | $0101-0000-0-5820-0000-7110-000$ | $1,774.51$ |
| $11 / 30 / 21$ | MW | $0101-0000-0-5820-0000-7150-000$ | $10,302.60$ |
| $11 / 30 / 21$ | MW | $0101-0000-0-5820-0000-7400-000$ | $12,249.83$ |
| $11 / 30 / 21$ | MW | $0101-0000-0-5820-0000-7520-000$ | $4,197.39$ |
| $11 / 30 / 21$ | MW | $0101-6500-0-5801-5760-1180-000$ | $15,078.80$ |
| $11 / 30 / 21$ | MW | $0101-4127-0-5810-0000-3110-000$ | $7,600.00$ |
| $11 / 30 / 21$ | MW | $0101-6500-0-5800-5760-1190-000$ | $8,500.00$ |
| $11 / 30 / 21$ | MW | $0101-3311-0-5800-5760-1190-000$ | $1,737.50$ |
| $11 / 30 / 21$ | MW | $0101-0724-0-5800-5001-3600-000$ | 80.64 |
| $11 / 30 / 21$ | MW | $0101-0000-0-5216-0000-7520-000$ | 228.95 |
| $11 / 30 / 21$ | MW | $0101-0000-0-4500-0000-3120-000$ | $1,268.50$ |
| $11 / 30 / 21$ | MW | $0101-6500-0-4500-5001-3120-000$ | $1,902.75$ |
| $11 / 30 / 21$ | MW | $0101-0724-0-5800-5001-3600-000$ | 120.85 |
| $11 / 30 / 21$ | MW | $0101-6500-0-4500-5001-3150-000$ | 323.80 |
| $11 / 30 / 21$ | MW | $0101-6500-0-5802-5760-1180-000$ | $21,169.04$ |
| $11 / 30 / 21$ | MW | $0101-6500-0-5802-5760-1180-000$ | $2,982.24$ |
| $11 / 30 / 21$ | MW | $0101-7220-0-4300-1140-1000-003$ | 174.40 |
| $11 / 30 / 21$ | MW | $0101-0000-0-4500-0000-3900-000$ | 469.70 |
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CAPISTRANO USD
Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| － | 00311970 | V68028870 | OFFICE DEPOT | 11／30／21 | MW | 0101－0002－0－4500－0000－2700－001 | 168.55 |
| ${ }^{\sim} \mathrm{N}_{68}$ | 00311970 | V68028870 | OFFICE DEPOT | 11／30／21 | MW | 0101－0002－0－4500－0000－2700－025 | 11.59 |
| 68 | 00311970 | V68028870 | OFFICE DEPOT | 11／30／21 | MW | 0101－0002－0－4300－1140－1000－001 | 505.67 |
| 68 | 00311970 | V68028870 | OFFICE DEPOT | 11／30／21 | MW | 0101－0002－0－4300－1140－1000－004 | 12.92 |
| 68 | 00311970 | V68028870 | OFFICE DEPOT | 11／30／21 | MW | 0101－0002－0－4300－1140－1000－025 | 11.58 |
| 68 | 00311970 | V68028870 | OFFICE DEPOT | 11／30／21 | MW | 0101－0002－0－4500－1140－2700－004 | 12.92 |
| 68 | 00311971 | V68069310 | PERMA－BOUND | 11／30／21 | MW | 0101－0400－0－4150－1140－1000－004 | 605.98 |
| 68 | 00311972 | V68165343 | QUALITY FENCE CO．INC． | 11／30／21 | MW | 0101－8150－0－5605－0000－8110－000 | 53，872．00 |
| 68 | 00311973 | V68101830 | READ NATURALLY INC | 11／30／21 | MW | 0101－0400－0－4300－1130－1000－077 | 690.00 |
| 68 | 00311973 | V68101830 | READ NATURALLY INC | 11／30／21 | MW | 0101－3212－0－4300－1130－1000－089 | 773.64 |
| 68 | 00311974 | V68079190 | SANTA MARGARITA WATER | 11／30／21 | MW | 0101－0000－0－5500－0000－8200－000 | 1，438．48 |
| 68 | 00311975 | V68063479 | SCHOLASTIC | 11／30／21 | MW | 0101－3010－0－4300－1130－1000－072 | 226.53 |
| 68 | 00311976 | V68145400 | SELECT EQUIPMENT SALES INC | 11／30／21 | MW | 0101－0000－0－5605－0000－7540－000 | 1，194．17 |
| 苁68 | 00311977 | V68156262 | Senor Wooly LLC | 11／30／21 | MW | 0101－0400－0－4300－1140－1000－004 | 427.50 |
| 晹 | 00311978 | V68112866 | SMARDAN SUPPLY COMPANY | 11／30／21 | MW | 0101－8150－0－4500－0000－8110－000 | 3，828．65 |
| ${ }_{-}^{0} 68$ | 00311979 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／30／21 | MW | 0101－0002－0－4300－5760－1110－049 | 103.55 |
| 逪68 | 00311979 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／30／21 | MW | 0101－3555－0－4300－3800－1000－004 | 235.54 |
| 68 | 00311979 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／30／21 | MW | 0101－3555－0－4300－3800－1000－025 | 213.10 |
| 68 | 00311979 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／30／21 | MW | 0101－3555－0－4300－3800－1000－029 | 314.20 |
| 68 | 00311979 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 11／30／21 | MW | 0101－6500－0－4300－5760－1110－001 | 147.49 |
| 68 | 00311980 | V68152565 | SNAP ON INCORPORATED | 11／30／21 | MW | 0101－0730－0－4600－1110－3600－000 | 64.96 |
| 68 | 00311981 | V68160068 | SOTER TECHNOLOGIES LLC | 11／30／21 | MW | 0101－3010－0－4500－3200－2700－018 | 700.00 |
| 68 | 00311981 | V68160068 | SOTER TECHNOLOGIES LLC | 11／30／21 | MW | 0101－8150－0－4500－0000－8110－002 | 1，000．00 |
| 68 | 00311982 | V68083880 | SOUTH COAST DISTRIBUTING CO | 11／30／21 | MW | 0101－0000－0－4500－0000－8210－000 | 350.73 |
| 68 | 00311983 | V68116610 | SOUTH COAST FAMILY MEDICAL CEN | 11／30／21 | MW | 0101－0730－0－5800－1110－3600－000 | 120.00 |
| 68 | 00311983 | V68116610 | SOUTH COAST FAMILY MEDICAL CEN | 11／30／21 | MW | 0101－0724－0－5800－5001－3600－000 | 180.00 |
| 68 | 00311984 | V68118077 | SOUTH COAST MEDICAL GROUP | 11／30／21 | MW | 0101－0000－0－5800－0000－7400－000 | 155.00 |
| 68 | 00311985 | V68084800 | SPARKLETTS | 11／30／21 | MW | 0101－0002－0－4300－0000－2700－003 | 91.59 |
| 68 | 00311985 | V68084800 | SPARKLETTS | 11／30／21 | MW | 0101－0002－0－4500－0000－2700－052 | 16.92 |
| ふ68 | 00311985 | V68084800 | SPARKLETTS | 11／30／21 | MW | 0101－0002－0－4300－3300－1000－019 | 62.92 |
| $\bigcirc$ | 00311986 | V68154554 | STALKER，CLINT OR GINA | 11／30／21 | MW | 0101－0724－0－5800－5001－3600－000 | 344.74 |
| － 68 | 00311987 | V68165072 | THE SKETCH EFFECT LLC | 11／30／21 | MW | 0101－0010－0－5800－0000－2100－000 | 3，702．09 |

CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| ? 68 | 00311988 | V68111722 | TIME AND ALARM SYSTEMS | 11/30/21 | MW | 0101-8150-0-4500-0000-8110-000 | 488.39 |
| 68 | 00311989 | V68100636 | ULINE INC | 11/30/21 | MW | 0101-8150-0-4500-0000-8110-000 | 356.02 |
| 68 | 00311990 | V68164523 | VERNE'S PLUMBING INC. | 11/30/21 | MW | 0101-8150-0-5605-0000-8110-000 | 935.00 |
| 68 | 00311991 | V68165522 | WEISS, SARA OR MICHAEL | 11/30/21 | MW | 0101-0724-0-5800-5001-3600-000 | 174.50 |
| 68 | 00311993 | V68165947 | BROOKS, KIM | 12/01/21 | MW | 0101-0000-0-1320-0000-7400-000 | 24,315.32 |
| 68 | 00311994 | V68147395 | CHILDREN'S PROMISE INC DBA MIC | 12/01/21 | MW | 0101-6500-0-5820-5001-2100-000 | 2,500.00 |
| 68 | 00311995 | V68164002 | CROWE, ROBERT | 12/01/21 | MW | 0101-6500-0-5800-5760-1190-000 | 250.00 |
| 68 | 00311996 | V68161357 | HOLDNER, JESSICA | 12/01/21 | MW | 0101-6500-0-5800-5760-1180-000 | 706.80 |
| 68 | 00311997 | V68165625 | LG2WB ENGINEERS INC. | 12/01/21 | MW | 0101-8150-0-6240-0000-8500-006 | 3,378.00 |
| 68 | 00311998 | V68163185 | MCDOUGALL, KRISTI | 12/01/21 | MW | 0101-3212-0-5216-0000-2100-052 | 499.64 |
| 68 | 00311999 | V68110339 | RENAISSANCE LEARNING INC | 12/01/21 | MW | 0101-0400-0-5800-1130-1000-063 | 5,914.30 |
| 68 | 00311999 | V68110339 | RENAISSANCE LEARNING INC | 12/01/21 | MW | 0101-0400-0-5800-1130-1000-068 | 6,634.90 |
| 68 | 00311999 | V68110339 | RENAISSANCE LEARNING INC | 12/01/21 | MW | 0101-0400-0-5800-1130-1000-071 | 6,561.70 |
| $\underset{\sim}{48}$ | 00311999 | V68110339 | RENAISSANCE LEARNING INC | 12/01/21 | MW | 0101-0400-0-5800-1130-1000-074 | 3,856.40 |
| 通68 | 00311999 | V68110339 | RENAISSANCE LEARNING INC | 12/01/21 | MW | 0101-0986-0-5800-0000-6000-064 | 3,489.00 |
| $\stackrel{{ }_{7}^{\infty}}{6} 68$ | 00311999 | V68110339 | RENAISSANCE LEARNING INC | 12/01/21 | MW | 0101-3010-0-5800-1110-1000-053 | 2,820.00 |
| 迷68 | 00311999 | V68110339 | RENAISSANCE LEARNING INC | 12/01/21 | MW | 0101-3010-0-5800-1110-1000-072 | 4,113.75 |
| 68 | 00311999 | V68110339 | RENAISSANCE LEARNING INC | 12/01/21 | MW | 0101-3010-0-4200-1110-1000-082 | 2,040.00 |
| 68 | 00311999 | V68110339 | RENAISSANCE LEARNING INC | 12/01/21 | MW | 0101-3010-0-5800-1110-1000-082 | 3,574.00 |
| 68 | 00312000 | V68155114 | ROD AND COLETTE FOSTER | 12/01/21 | MW | 0101-6500-0-5800-5760-1190-000 | 150.00 |
| 68 | 00312001 | V68078255 | SAN DIEGO GAS \& ELECTRIC | 12/01/21 | MW | 0101-0000-0-5500-0000-8200-000 | 88,615.20 |
| 68 | 00312002 | V68084100 | SO CA GAS CO | 12/01/21 | MW | 0101-0000-0-5500-0000-8200-000 | 34,744.66 |
| 68 | 00312003 | V68122718 | SOUTHERN CALIFORNIA EDISON | 12/01/21 | MW | 0101-0000-0-5500-0000-8200-000 | 5,366.33 |
| 68 | 00312004 | V68110273 | WATERLINES TECHNOLOGIES INC | 12/01/21 | MW | 0101-8150-0-4500-0000-8110-000 | 13,546.64 |
| 68 | 00312012 | V68152532 | ADVANTAGE WEST INVESTMENT ENTE | 12/02/21 | MW | 0101-0000-0-4500-0000-8210-000 | 36,219.54 |
| 68 | 00312013 | V68109931 | ARC | 12/02/21 | MW | 0101-0000-0-5800-0000-7690-000 | 13.46 |
| 68 | 00312014 | V68058875 | ATKINSON ANDELSON LOYA | 12/02/21 | MW | 0101-6500-0-5820-5001-2100-000 | 44,298.53 |
| 68 | 00312015 | V68146061 | BUCKMAN, JENNIFER | 12/02/21 | MW | 0101-3385-0-5212-5710-1110-000 | 61.15 |
| 68 | 00312015 | V68146061 | BUCKMAN, JENNIFER | 12/02/21 | MW | 0101-3386-0-5212-5710-1110-000 | 40.77 |
| ® 68 | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-0000-0-4500-0000-7110-000 | 29.66 |
| 웅 68 | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-0000-0-4500-0000-7150-000 | 12.22 |
| $\underset{\infty}{ } 68$ | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-0002-0-4300-1140-1000-003 | 9.30 |

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| - | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-0002-0-4300-1140-1000-025 | 1.41 |
| $\omega_{68}$ | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-0002-0-4300-1140-1000-033 | 19.29 |
| 68 | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-0400-0-4300-1130-1000-056 | 16.28 |
| 68 | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-1100-0-4300-1140-4200-004 | 7.18 |
| 68 | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-3010-0-4500-0000-2700-021 | 89.63 |
| 68 | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-3010-0-4300-1110-1000-075 | 94.54 |
| 68 | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-4510-0-4300-1110-1000-000 | 1.17 |
| 68 | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-6388-0-4300-3800-1000-006 | 1.84 |
| 68 | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-6500-0-4500-5001-3150-000 | 22.40 |
| 68 | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-7422-0-4300-1160-1000-000 | 90.05 |
| 68 | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-7425-0-4500-0000-2700-000 | 49.98 |
| 68 | 00312016 | V6899999 | CDTFA | 12/02/21 | MW | 0101-8150-0-4500-0000-8110-000 | 96.53 |
| 68 | 00312017 | V68032656 | CORWIN PRESS INC | 12/02/21 | MW | 0101-3010-0-4200-1110-1000-072 | 31.76 |
| ${ }_{\text {¹8 }}^{8}$ | 00312018 | V68165948 | DOLNACK, ELAINE | 12/02/21 | MW | 0101-3212-0-5215-1130-1000-052 | 527.43 |
| J68 | 00312019 | V68155694 | EBEL, SETH AND VANESSA | 12/02/21 | MW | 0101-3311-0-5800-5760-1190-000 | 376.60 |
| $\stackrel{0_{=}^{6}}{ } 68$ | 00312020 | V68100297 | FCMAT | 12/02/21 | MW | 0101-0000-0-5216-0000-7300-000 | 50.00 |
| 热68 | 00312021 | V68165959 | FLORES, MONICA | 12/02/21 | MW | 0101-0004-0-4200-1180-2420-082 | 13.00 |
| 68 | 00312022 | V68151713 | FLORIDA VIRTUAL SCHOOL | 12/02/21 | MW | 0101-0501-0-5800-1110-1000-000 | 32,801.50 |
| 68 | 00312023 | V68165601 | FORESIDE MANAGEMENT COMPANY | 12/02/21 | MW | 0101-0000-0-5100-0000-3140-000 | 13,997.39 |
| 68 | 00312024 | V68159276 | GONZALEZ, HUGO | 12/02/21 | MW | 0101-8150-0-5213-0000-8110-000 | 14.56 |
| 68 | 00312025 | V68152657 | GUTHARY, MIRIAM | 12/02/21 | MW | 0101-3386-0-5212-5710-1110-000 | 107.52 |
| 68 | 00312026 | V68165956 | HATCHER, CHELSEA | 12/02/21 | MW | 0101-6500-0-5213-5760-3110-000 | 271.04 |
| 68 | 00312027 | V68151406 | JOHNSON, HANNAH | 12/02/21 | MW | 0101-6500-0-5212-5760-1110-000 | 58.24 |
| 68 | 00312028 | V68150150 | KULEK, JULIE | 12/02/21 | MW | 0101-6500-0-5213-5001-3150-000 | 16.12 |
| 68 | 00312028 | V68150150 | KULEK, JULIE | 12/02/21 | MW | 0101-6500-0-5212-5760-1190-000 | 24.20 |
| 68 | 00312029 | V68147372 | LEISURE CARE REFERRAL AGENCY I | 12/02/21 | MW | 0101-0000-0-5800-0000-3140-000 | 3,192.00 |
| 68 | 00312030 | V68114733 | MAGNETIC ATTRACTIONS | 12/02/21 | MW | 0101-0400-0-4300-5760-1110-049 | 206.80 |
| 68 | 00312031 | V68071280 | MISSION VIEJO POST OFFICE | 12/02/21 | MW | 0101-0000-0-5900-0000-7540-000 | 10,000.00 |
| 68 | 00312032 | V68158477 | MOMTAHAN, NANCY NASSEHI AND RO | 12/02/21 | MW | 0101-6500-0-5800-5760-1190-000 | 157.57 |
| S68 | 00312033 | V68159759 | NOTABLE INC. | 12/02/21 | MW | 0101-6500-0-5800-5760-1190-000 | 198.00 |
| $\bigcirc$ | 00312034 | V68066570 | ORANGE COUNTY DEPT OF EDUC | 12/02/21 | MW | 0101-0000-0-5500-0000-8200-000 | 20,818.61 |
| $\stackrel{>}{\infty} 68$ | 00312035 | V68113143 | PLAYWORKS | 12/02/21 | MW | 0101-3010-0-5800-1110-1000-061 | 24,000.00 |

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Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021

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| 768 | 00312036 | V68155704 | PURELAND SUPPLY LLC | 12/02/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,245.50 |
| 68 | 00312037 | V68147115 | PYRAMID WIRE \& CABLE INC. | 12/02/21 | MW | 0101-8150-0-4500-0000-8110-000 | 308.07 |
| 68 | 00312038 | V68078255 | SAN DIEGO GAS \& ELECTRIC | 12/02/21 | MW | 0101-0000-0-5500-0000-8200-000 | 35,563.49 |
| 68 | 00312039 | V68111209 | SHI INTERNATIONAL CORP | 12/02/21 | MW | 0101-6500-0-5800-5001-2100-000 | 243.40 |
| 68 | 00312040 | V68117164 | SIMONSON PHOTOGRAPHY INC | 12/02/21 | MW | 0101-0000-0-4500-0000-7180-000 | 441.78 |
| 68 | 00312041 | V68152674 | SITEONE LANDSCAPE SUPPLY LLC | 12/02/21 | MW | 0101-0000-0-4500-0000-8220-000 | 6,164.82 |
| 68 | 00312042 | V68084100 | SO CA GAS CO | 12/02/21 | MW | 0101-0000-0-5500-0000-8200-000 | 918.72 |
| 68 | 00312043 | V68083880 | SOUTH COAST DISTRIBUTING CO | 12/02/21 | MW | 0101-0000-0-4500-0000-8210-000 | 172.18 |
| 68 | 00312044 | V68107903 | SOUTHEASTERN APPAREL | 12/02/21 | MW | 0101-7422-0-4300-1160-1000-000 | 401.25 |
| 68 | 00312045 | V68007162 | STAPLES BUSINESS ADVANTAGE | 12/02/21 | MW | 0101-0002-0-4300-1140-1000-001 | 210.11 |
| 68 | 00312046 | V68071316 | STENHOUSE PUBLISHERS | 12/02/21 | MW | 0101-3010-0-4300-1130-1000-072 | 93.74 |
| 68 | 00312047 | V68117757 | THINKING MAPS INC | 12/02/21 | MW | 0101-3010-0-4300-1130-1000-072 | 53.88 |
| 68 | 00312048 | V68165949 | TUCKER, ASHLEY | 12/02/21 | MW | 0101-3212-0-5215-1130-1000-052 | 37.83 |
| ${ }^{17} 68$ | 00312049 | V68007452 | US AIR CONDITIONING DIST. | 12/02/21 | MW | 0101-8150-0-4500-0000-8110-000 | 353.42 |
| 通 | 00312050 | V68161178 | VENTRIS LEARNING LLC | 12/02/21 | MW | 0101-6500-0-4500-5001-3150-000 | 303.45 |
| ${ }_{6}^{\text {® }} 68$ | 00312051 | V68067850 | VERIZON WIRELESS | 12/02/21 | MW | 0101-0000-0-5900-0000-7601-099 | 102.70 |
| 逪68 | 00312051 | V68067850 | VERIZON WIRELESS | 12/02/21 | MW | 0101-6500-0-5800-5760-1110-000 | 1,899.95 |
| 68 | 00312051 | V68067850 | VERIZON WIRELESS | 12/02/21 | MW | 0101-8150-0-5900-0000-8110-000 | 1,824.04 |
| 68 | 00312051 | V68067850 | VERIZON WIRELESS | 12/02/21 | MW | 0101-9030-0-5800-0000-7700-000 | 3,801.00 |
| 68 | 00312052 | V68067850 | VERIZON WIRELESS | 12/02/21 | MW | 0101-0000-0-4500-0000-3140-000 | 31.00 |
| 68 | 00312053 | V68151316 | VERTICAL TRANSPORT INC | 12/02/21 | MW | 0101-8150-0-5605-0000-8110-000 | 4,047.00 |
| 68 | 00312058 | V68111606 | APPLE INC | 12/03/21 | MW | 0101-6500-0-4300-5760-1190-000 | 614.19 |
| 68 | 00312059 | V68165744 | BELCHER, MICHELLE | 12/03/21 | MW | 0101-6500-0-5212-5760-1130-000 | 50.40 |
| 68 | 00312060 | V68123938 | BRESSLER, ERIC AND/OR KATHY | 12/03/21 | MW | 0101-0724-0-5800-5001-3600-000 | 799.68 |
| 68 | 00312061 | V68165305 | BROOKS, CAMERON AND LAREN | 12/03/21 | MW | 0101-6500-0-5800-5760-1190-000 | 525.39 |
| 68 | 00312062 | V68118161 | CAPISTRANO CONNECTIONS ACADEMY | 12/03/21 | MW | 0101-0000-0-8096-0000-0000-205 | 2,228,435.00 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-0000-0-4500-0000-7110-000 | 58.12 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-0000-0-4405-0000-7700-000 | 1,416.06 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-0000-0-4500-0000-7700-000 | 1,130.08 |
| - 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-0002-0-4300-1130-1000-056 | 416.26 |
| $\bigcirc$ | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-0002-0-4300-3300-1000-014 | 297.48 |
| ${ }_{\infty} 68$ | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-0002-0-4300-1110-1000-072 | 306.98 |

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Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021

| $\stackrel{\sim}{\sim}$ |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| $\stackrel{\text { o }}{\sim}$ | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-0400-0-4300-1130-1000-055 | 416.26 |
| $\omega{ }_{68}$ | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-0504-0-4300-1110-1000-000 | 405.14 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-3010-0-4300-1110-1000-054 | 224.90 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-3010-0-4400-1110-1000-061 | 1,820.64 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-3010-0-4300-1110-1000-079 | 469.04 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-3010-0-4300-1130-1000-055 | 11,072.29 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-3010-0-4400-3200-1000-018 | 747.78 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-3210-0-4300-1110-1000-000 | 131,232.00 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-3210-0-4300-1130-1000-000 | 31,247.50 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-6388-0-4400-3800-1000-024 | 24,253.10 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-6500-0-4300-5760-1190-000 | 325.66 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-7425-0-5800-1110-1000-000 | 15,818.85 |
| 68 | 00312063 | V68106764 | CDWG Inc | 12/03/21 | MW | 0101-8150-0-4500-0000-8110-000 | 4,925.91 |
| ${ }_{8}^{88}$ | 00312064 | V68017386 | CERTIFIED TRANSPORTATION SERVI | 12/03/21 | MW | 0101-1100-0-5838-1140-4200-001 | 3,104.25 |
|  | 00312064 | V68017386 | CERTIFIED TRANSPORTATION SERVI | 12/03/21 | MW | 0101-1100-0-5838-1140-4200-003 | 2,125.43 |
| $\stackrel{\square}{7} 68$ | 00312064 | V68017386 | CERTIFIED TRANSPORTATION SERVI | 12/03/21 | MW | 0101-1100-0-5838-1140-4200-004 | 5,383.05 |
| 萝68 | 00312065 | V68146265 | COMMUNITY ROOTS ACADEMY | 12/03/21 | MW | 0101-0000-0-8096-0000-0000-206 | 420,912.00 |
| 68 | 00312066 | V68151317 | DEWALD, NICHOLAS | 12/03/21 | MW | 0101-6500-0-5212-5760-1130-000 | 61.60 |
| 68 | 00312067 | V68165686 | DOOLEY, JEFF AND ERIN | 12/03/21 | MW | 0101-6500-0-5800-5760-1190-000 | 1,567.50 |
| 68 | 00312068 | V68145444 | FINNSSON, JAMIE | 12/03/21 | MW | 0101-6500-0-5212-5760-1130-000 | 26.32 |
| 68 | 00312069 | V68158689 | HERC RENTALS INC. | 12/03/21 | MW | 0101-8150-0-5605-0000-8110-000 | 3,953.86 |
| 68 | 00312070 | V68144628 | JFK TRANSPORTATION CO INC | 12/03/21 | MW | 0101-1100-0-5838-1140-4200-003 | 1,490.78 |
| 68 | 00312070 | V68144628 | JFK TRANSPORTATION CO INC | 12/03/21 | MW | 0101-1100-0-5838-1140-4200-005 | 504.11 |
| 68 | 00312070 | V68144628 | JFK TRANSPORTATION CO INC | 12/03/21 | MW | 0101-1100-0-5838-1140-4200-006 | 461.11 |
| 68 | 00312071 | V68105873 | JOURNEY CHARTER SCHOOL | 12/03/21 | MW | 0101-0000-0-8096-0000-0000-201 | 324,300.00 |
| 68 | 00312072 | V68165731 | KILZER, PATRICK OR JILL | 12/03/21 | MW | 0101-0065-0-5800-1110-1000-000 | 1,050.00 |
| 68 | 00312073 | V68160304 | LEHNKERING dba, W. SCOTT | 12/03/21 | MW | 0101-0400-0-5800-0000-7400-000 | 360.00 |
| 68 | 00312074 | V68146816 | MARTINEZ, ROBERTO OR CHRISTINA | 12/03/21 | MW | 0101-0724-0-5800-5001-3600-000 | 150.53 |
| 68 | 00312075 | V68055550 | MCGRAW-HILL SCHOOL EDUCATION H | 12/03/21 | MW | 0101-6300-0-4140-1110-1000-000 | 2,307.74 |
| 3 68 | 00312076 | V68165659 | MENDOZA, MELISSA OR OCTAVIO | 12/03/21 | MW | 0101-0724-0-5800-5001-3600-000 | 141.12 |
| $\bigcirc$ | 00312077 | V68040147 | MOBILE COMMUNICATION REPAIR | 12/03/21 | MW | 0101-8150-0-5605-0000-8110-000 | 1,200.44 |
| $\underset{\sim}{\infty} 68$ | 00312078 | V68155646 | MOHAWK COMMERCIAL INC | 12/03/21 | MW | 0101-8150-0-5605-0000-8110-050 | 5,453.68 |

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| $12 / 03 / 21$ | MW | $0101-0000-0-5500-0000-8200-000$ | $11,123.31$ |
| $12 / 03 / 21$ | MW | $0101-6520-0-4300-5760-1190-000$ | 142.19 |
| $12 / 03 / 21$ | MW | $0101-0724-0-5800-5001-3600-000$ | 154.56 |
| $12 / 03 / 21$ | MW | $0101-0010-0-5800-0000-2100-000$ | $1,000.00$ |
| $12 / 03 / 21$ | MW | $0101-0002-0-4300-1130-1000-050$ | 599.04 |
| $12 / 03 / 21$ | MW | $0101-8150-0-4500-0000-8230-000$ | 333.38 |
| $12 / 03 / 21$ | MW | $0101-1102-0-4400-1160-1000-000$ | $1,500.00$ |
| $12 / 03 / 21$ | MW | $0101-0000-0-8096-0000-0000-203$ | $72,873.00$ |
| $12 / 03 / 21$ | MW | $0101-0000-0-8096-0000-0000-202$ | $200,493.00$ |
| $12 / 03 / 21$ | MW | $0101-0000-0-8096-0000-0000-208$ | $65,061.00$ |
| $12 / 03 / 21$ | MW | $0101-0000-0-8096-0000-0000-204$ | $460,496.00$ |
| $12 / 03 / 21$ | MW | $0101-8150-0-5605-0000-8230-000$ | 777.94 |
| $12 / 03 / 21$ | MW | $0101-6500-0-5212-5760-1130-000$ | 120.40 |
| $12 / 03 / 21$ | MW | $0101-0000-0-4500-0000-8220-000$ | 171.42 |
| $12 / 03 / 21$ | MW | $0101-0400-0-4500-0000-2700-004$ | 131.46 |
| $12 / 03 / 21$ | MW | $0101-0004-0-4200-1180-2420-001$ | $2,034.53$ |
| $12 / 03 / 21$ | MW | $0101-0730-0-4600-1110-3600-000$ | $28,106.37$ |
| $12 / 03 / 21$ | MW | $0101-0724-0-4600-5001-3600-000$ | $32,572.14$ |
| $12 / 03 / 21$ | MW | $0101-8150-0-4500-0000-8110-000$ | $5,058.99$ |
| $12 / 03 / 21$ | MW | $0101-0000-0-5605-0000-7540-000$ | $4,031.79$ |
| $12 / 03 / 21$ | MW | $0101-3010-0-4300-1110-1000-082$ | $1,748.67$ |
| $12 / 03 / 21$ | MW | $0101-0000-0-5605-0000-7550-000$ | $4,646.17$ |
| $12 / 03 / 21$ | MW | $0101-6500-0-4405-5760-3140-049$ | $2,396.10$ |
| $12 / 03 / 21$ | MW | $0101-0724-0-4600-5001-3600-000$ | $10,374.56$ |
| $12 / 03 / 21$ | MW | $0101-8150-0-5605-0000-8230-000$ | 33.06 |
| $12 / 03 / 21$ | MW | $0101-8150-0-4500-0000-8110-000$ | 811.62 |
| $12 / 03 / 21$ | MW | $0101-8150-0-4405-0000-8110-030$ | $7,375.49$ |
| $12 / 03 / 21$ | MW | $0101-6500-0-5212-5760-1130-000$ | 73.92 |
| $12 / 03 / 21$ | MW | $0101-0000-0-5500-0000-8200-000$ | $13,998.74$ |
| $12 / 03 / 21$ | MW | $0101-0000-0-4500-0000-8310-000$ | 321.76 |
| $12 / 03 / 21$ | MW | $0101-6500-0-4500-5001-3140-000$ | $1,363.89$ |
| $12 / 03 / 21$ | MW | $0101-6300-0-4140-1110-1000-000$ | $1,133.19$ |
|  |  |  | $C$ |

CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021
Check Amount

| $12 / 03 / 21$ | MW | $0101-0000-0-4500-0000-8220-000$ | $1,916.29$ |
| :--- | ---: | :--- | ---: |
| $12 / 03 / 21$ | MW | $0101-0000-0-5500-0000-8200-000$ | $8,672.24$ |
| $12 / 03 / 21$ | MW | $0101-8150-0-5605-0000-8110-078$ | $30,403.25$ |
| $12 / 03 / 21$ | MW | $0101-3010-0-4300-1110-1000-061$ | 323.44 |
| $12 / 03 / 21$ | MW | $0101-6500-0-5800-5760-1190-000$ | $8,267.00$ |
| $12 / 03 / 21$ | MW | $0101-8150-0-5605-0000-8110-000$ | $1,200.00$ |
| $12 / 03 / 21$ | MW | $0101-8150-0-4500-0000-8110-000$ | 29.09 |
| $12 / 03 / 21$ | MW | $0101-8150-0-4500-0000-8110-000$ | 590.64 |
| $12 / 03 / 21$ | MW | $0101-0730-0-5800-1110-3600-000$ | $7,500.00$ |
| $12 / 03 / 21$ | MW | $0101-1100-0-5838-1140-4200-001$ | 875.00 |
| $12 / 03 / 21$ | MW | $0101-3010-0-4300-1140-1000-021$ | $1,200.00$ |
| $12 / 03 / 21$ | MW | $0101-0400-0-4300-1130-1000-071$ | 96.46 |
| $12 / 03 / 21$ | MW | $0101-8150-0-5605-0000-8110-000$ | $5,350.00$ |
| $12 / 03 / 21$ | MW | $0101-8150-0-5605-0000-8110-018$ | $19,980.12$ |
| $12 / 03 / 21$ | MW | $0101-0724-0-4600-5001-3600-000$ | 367.36 |
| $12 / 03 / 21$ | MW | $0101-3010-0-5810-1110-1000-079$ | $3,533.33$ |
| $12 / 06 / 21$ | MW | $0101-3010-0-5800-0000-2140-000$ | 900.00 |
| $12 / 06 / 21$ | MW | $0101-6500-0-5212-5760-1130-000$ | 20.16 |
| $12 / 06 / 21$ | MW | $0101-6500-0-5800-5001-3120-000$ | $5,320.00$ |
| $12 / 06 / 21$ | MW | $0101-6500-0-5212-5760-1130-000$ | 23.52 |
| $12 / 06 / 21$ | MW | $0101-3315-0-5212-5730-1110-000$ | 14.00 |
| $12 / 06 / 21$ | MW | $0101-6500-0-5212-5760-1110-000$ | 14.00 |
| $12 / 06 / 21$ | MW | $0101-3010-0-5800-3200-3110-018$ | 600.00 |
| $12 / 06 / 21$ | MW | $0101-3010-0-5212-1110-1000-000$ | 215.60 |
| $12 / 06 / 21$ | MW | $0101-6500-0-5213-5001-2100-000$ | 4.48 |
| $12 / 06 / 21$ | MW | $0101-0000-0-5100-0000-3140-000$ | $24,494.53$ |
| $12 / 06 / 21$ | MW | $0101-00000-0-5800-0000-3140-000$ | $8,185.91$ |
| $12 / 06 / 21$ | MW | $0101-0000-0-5800-0000-7180-000$ | $6,950.00$ |
| $12 / 06 / 21$ | MW | $0101-3010-0-5215-0000-2700-061$ | 729.35 |
| $12 / 06 / 21$ | MW | $0101-3010-0-5216-0000-2700-061$ | 777.12 |
| $12 / 06 / 21$ | MW | $0101-6500-0-5212-5760-1130-000$ | 100.80 |
| $12 / 06 / 21$ | MW | $0101-6500-0-5803-5760-1180-000$ | $23,711.00$ |
|  |  |  |  |

CAPISTRANO USD

## Consolidated Check Register w. Account

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| - | 00312137 | V68059154 | HERITAGE SCHOOLS INC | 12/06/21 | MW | 0101-6512-0-5104-5760-1180-000 | 55,650.00 |
| $\omega{ }_{68}$ | 00312137 | V68059154 | HERITAGE SCHOOLS INC | 12/06/21 | MW | 0101-6512-0-5104-5760-3120-000 | 26,250.00 |
| 68 | 00312138 | V68165599 | HOWINGTON, JENNY | 12/06/21 | MW | 0101-0000-0-5213-0000-3140-000 | 41.44 |
| 68 | 00312139 | V68163438 | JENNIFER STRONG | 12/06/21 | MW | 0101-6500-0-5100-5001-3120-000 | 8,120.00 |
| 68 | 00312140 | V68160376 | JENNINGS BELARDES, KERREL | 12/06/21 | MW | 0101-3315-0-5212-5730-1110-000 | 36.68 |
| 68 | 00312140 | V68160376 | JENNINGS BELARDES, KERREL | 12/06/21 | MW | 0101-6500-0-5212-5760-1110-000 | 36.68 |
| 68 | 00312141 | V68165924 | JOHNSON, AINARIA | 12/06/21 | MW | 0101-6500-0-52 12-5760-1130-000 | 33.60 |
| 68 | 00312142 | V68158392 | KIRBY, MELISSA | 12/06/21 | MW | 0101-3010-0-5800-7110-1000-110 | 455.00 |
| 68 | 00312143 | V68144487 | KLISTER, PAMELA | 12/06/21 | MW | 0101-3410-0-5212-5760-1190-000 | 39.20 |
| 68 | 00312144 | V68165037 | KWIT, TERRY AND ANNA | 12/06/21 | MW | 0101-6500-0-5800-5760-1190-000 | 3,500.00 |
| 68 | 00312145 | V68159676 | LA EUROPA ACADEMY | 12/06/21 | MW | 0101-6500-0-5103-5760-1180-000 | 251.00 |
| 68 | 00312145 | V68159676 | LA EUROPA ACADEMY | 12/06/21 | MW | 0101-6500-0-5803-5760-1180-000 | 4,749.00 |
| 68 | 00312145 | V68159676 | LA EUROPA ACADEMY | 12/06/21 | MW | 0101-6512-0-5104-5760-1180-000 | 4,500.00 |
| 苁68 | 00312145 | V68159676 | LA EUROPA ACADEMY | 12/06/21 | MW | 0101-6512-0-5104-5760-3120-000 | 4,500.00 |
| J 68 | 00312146 | V68111383 | LAIDLEY, JOANIE | 12/06/21 | MW | 0101-3315-0-5212-5730-1110-000 | 66.36 |
| ${ }_{-}^{0} 68$ | 00312146 | V68111383 | LAIDLEY, JOANIE | 12/06/21 | MW | 0101-6500-0-5212-5760-1110-000 | 66.36 |
| 萝68 | 00312147 | V68108708 | LEWIS, SHARON A. | 12/06/21 | MW | 0101-3315-0-5212-5730-1110-000 | 45.64 |
| 68 | 00312147 | V68108708 | LEWIS, SHARON A. | 12/06/21 | MW | 0101-6500-0-5212-5760-1110-000 | 45.64 |
| 68 | 00312148 | V68021378 | NEW HAVEN YOUTH \& FAMILY | 12/06/21 | MW | 0101-6500-0-5802-5760-1180-000 | 2,160.00 |
| 68 | 00312149 | V68161288 | NORBERG, JULE AND JONAS | 12/06/21 | MW | 0101-6500-0-5802-5760-1180-000 | 698.88 |
| 68 | 00312150 | V68028870 | OFFICE DEPOT | 12/06/21 | MW | 0101-0000-0-4500-0000-3900-000 | 6.27 |
| 68 | 00312150 | V68028870 | OFFICE DEPOT | 12/06/21 | MW | 0101-0000-0-4500-0000-7700-000 | 56.54 |
| 68 | 00312150 | V68028870 | OFFICE DEPOT | 12/06/21 | MW | 0101-0002-0-4500-0000-2700-001 | 119.93 |
| 68 | 00312150 | V68028870 | OFFICE DEPOT | 12/06/21 | MW | 0101-0002-0-4300-1140-1000-001 | 359.90 |
| 68 | 00312150 | V68028870 | OFFICE DEPOT | 12/06/21 | MW | 0101-0002-0-4300-1140-1000-004 | 246.08 |
| 68 | 00312150 | V68028870 | OFFICE DEPOT | 12/06/21 | MW | 0101-0002-0-4500-1140-2700-004 | 246.08 |
| 68 | 00312151 | V68148042 | ORGILL, JANELL | 12/06/21 | MW | 0101-3315-0-5212-5730-1110-000 | 42.56 |
| 68 | 00312151 | V68148042 | ORGILL, JANELL | 12/06/21 | MW | 0101-6500-0-5212-5760-1110-000 | 42.56 |
| 68 | 00312152 | V68165073 | OVATIONS PERFORMING ARTS | 12/06/21 | MW | 0101-0000-0-4500-0000-7180-000 | 370.00 |
| $\mathrm{O}^{68}$ | 00312153 | V68106119 | PROFESSIONAL TUTORS OF AMERICA | 12/06/21 | MW | 0101-4510-0-5810-1110-1000-000 | 233.75 |
| $\bigcirc$ | 00312153 | V68106119 | PROFESSIONAL TUTORS OF AMERICA | 12/06/21 | MW | 0101-6500-0-5801-5760-1190-000 | 3,160.00 |
| $\underset{\sim}{\infty} 68$ | 00312153 | V68106119 | PROFESSIONAL TUTORS OF AMERICA | 12/06/21 | MW | 0101-6500-0-5801-5760-3150-000 | 60.00 |

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Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ${ }^{\text {T }}$ 68 | 00312154 | V68165968 | ROBERTS，LISA | 12／06／21 | MW | 0101－6500－0－5212－5760－1130－000 | 30.24 |
| $\omega{ }_{68}$ | 00312155 | V68150503 | SAKADJIAN，HAGOP AND HAYA | 12／06／21 | MW | 0101－3010－0－5800－7110－1000－103 | 1，680．00 |
| 68 | 00312156 | V68078255 | SAN DIEGO GAS \＆ELECTRIC | 12／06／21 | MW | 0101－0000－0－5500－0000－8200－000 | 56，620．87 |
| 68 | 00312157 | V68161441 | SANDOVAL，ROCIO M． | 12／06／21 | MW | 0101－3010－0－5215－0000－2700－061 | 867.53 |
| 68 | 00312158 | V68079190 | SANTA MARGARITA WATER | 12／06／21 | MW | 0101－0000－0－5500－0000－8200－000 | 3，710．77 |
| 68 | 00312159 | V68165657 | SHELLEE HOWARD DBA COLLEGE REA | 12／06／21 | MW | 0101－4510－0－5800－1110－1000－000 | 100.00 |
| 68 | 00312160 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 12／06／21 | MW | 0101－0000－0－4500－0000－7150－000 | 182.11 |
| 68 | 00312160 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 12／06／21 | MW | 0101－0002－0－4300－1140－1000－003 | 103.93 |
| 68 | 00312160 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 12／06／21 | MW | 0101－0002－0－4300－1140－1000－028 | 121.50 |
| 68 | 00312160 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 12／06／21 | MW | 0101－0400－0－4300－1130－1000－055 | 153.21 |
| 68 | 00312160 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 12／06／21 | MW | 0101－3010－0－4500－1110－2495－054 | 86.36 |
| 68 | 00312160 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 12／06／21 | MW | 0101－3555－0－4300－3800－1000－001 | 934.39 |
| 68 | 00312160 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 12／06／21 | MW | 0101－3555－0－4300－3800－1000－018 | 65.49 |
| 艾68 | 00312160 | V68083350 | SMART \＆FINAL＊＊SCHOOL SITES＊＊ | 12／06／21 | MW | 0101－3555－0－4300－3800－1000－025 | 156.73 |
| 嫁 | 00312161 | V68151796 | SMITH，LORI | 12／06／21 | MW | 0101－0000－0－5212－1110－1000－000 | 31.92 |
| ${ }_{=}^{0} 68$ | 00312162 | V68084100 | SO CA GAS CO | 12／06／21 | MW | 0101－0000－0－5500－0000－8200－000 | 11，021．50 |
| 苍68 | 00312163 | V68122718 | SOUTHERN CALIFORNIA EDISON | 12／06／21 | MW | 0101－0000－0－5500－0000－8200－000 | 31，484．19 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0000－0－9321－0000－0000－000 | 5，989．56 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0000－0－4500－0000－7150－000 | 23.95 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0000－0－4500－0000－7400－000 | 222.59 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0000－0－4500－0000－7700－000 | 36.15 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－002 | 44.31 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－003 | 107.44 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－004 | 240.51 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－0000－2700－006 | 23.99 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－006 | 152.21 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－027 | 135.44 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－058 | 63.38 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－063 | 25.00 |
| $\geq 68$ | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－069 | 58.93 |
| $\bigcirc$ | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－0000－2700－071 | 10.54 |
| $\xrightarrow[\infty]{ } 68$ | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－071 | 36.50 |

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Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ㅇ．${ }_{3}^{3} 68$ | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－077 | 56.20 |
| $\mathrm{\omega}^{\sim}{ }_{68}$ | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－082 | 203.48 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－085 | 58.74 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－050 | 63.48 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－052 | 77.73 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－054 | 26.34 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－055 | 208.06 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－056 | 262.27 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－060 | 222.09 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－063 | 25.00 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－065 | 37.16 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－068 | 37.07 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－069 | 235.70 |
| 苁68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－071 | 80.10 |
| 而 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－074 | 42.94 |
| ${ }_{\square}^{\text {a }} 68$ | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－076 | 190.80 |
| 劳68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－077 | 168.59 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－079 | 77.28 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－080 | 50.64 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－081 | 120.49 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－085 | 12.03 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－088 | 83.27 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1130－1000－089 | 227.79 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1140－1000－002 | 132.92 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1140－1000－003 | 307.65 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1140－1000－005 | 569.64 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1140－1000－023 | 37.09 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1140－1000－024 | 98.61 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1140－1000－027 | 22.57 |
| N ${ }^{68}$ | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1140－1000－028 | 323.37 |
| $\bigcirc$ | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1140－1000－029 | 1，684．93 |
| $\underset{\infty}{ } 68$ | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1140－1000－030 | －24．41 |

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Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\bigcirc$ | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－1140－1000－032 | 14.05 |
| ${ }^{\sim}{ }_{68}$ | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－3200－1000－018 | 16.85 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－3200－2700－018 | 16.85 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－3300－1000－014 | 22.30 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4500－0000－2700－033 | 4.81 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0002－0－4300－1140－1000－033 | 19.26 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0400－0－4500－0000－2420－067 | 211.76 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0400－0－4300－1130－1000－055 | 359.77 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0400－0－4300－1130－1000－067 | 449.55 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0400－0－4300－1130－1000－087 | 60.64 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－1102－0－4300－1160－1000－000 | 6.68 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－3010－0－4300－1110－1000－021 | 186.02 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－3010－0－4300－1110－1000－053 | 86.68 |
| 苁68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－3010－0－4400－1110－1000－059 | 96.77 |
| 百68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－3010－0－4300－1110－1000－061 | 556.49 |
| ${ }_{\square}^{\square} 68$ | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－3010－0－4300－1110－1000－072 | 254.02 |
| 劳68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－3010－0－4300－1110－1000－079 | 384.89 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－3010－0－4300－1110－1000－065 | 21.08 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－3010－0－4300－1110－1000－075 | 13.47 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－3410－0－4300－5760－1190－000 | 440.26 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0730－0－4500－1110－3600－000 | 8.93 |
| 68 | 00312165 | V68084770 | SOUTHWEST SCHOOL \＆OFFICE SUPP | 12／06／21 | MW | 0101－0724－0－4500－5001－3600－000 | 20.82 |
| 68 | 00312166 | V68078634 | SPEECH \＆LANGUAGE DEVELOPMENT | 12／06／21 | MW | 0101－6500－0－5802－5760－1180－000 | 15，647．37 |
| 68 | 00312167 | V68149825 | SPENCER，DEANNA | 12／06／21 | MW | 0101－6500－0－5212－5760－1130－000 | 31.36 |
| 68 | 00312168 | V68159227 | STERNS，JEFF | 12／06／21 | MW | 0101－3010－0－5212－1110－1000－000 | 300.00 |
| 68 | 00312169 | V68165927 | SZABO，SUSAN | 12／06／21 | MW | 0101－6500－0－5212－5760－1110－000 | 11.20 |
| 68 | 00312170 | V68161843 | T－MOBILE USA INC | 12／06／21 | MW | 0101－3212－0－5800－0000－7700－000 | 110，650．00 |
| 68 | 00312171 | V68159532 | THERAPY TRAVELERS LLC | 12／06／21 | MW | 0101－3315－0－5101－5730－3150－000 | 4，228．00 |
| 68 | 00312171 | V68159532 | THERAPY TRAVELERS LLC | 12／06／21 | MW | 0101－6500－0－5800－5001－2100－000 | 1，960．00 |
| 心 68 | 00312171 | V68159532 | THERAPY TRAVELERS LLC | 12／06／21 | MW | 0101－6500－0－5101－5001－3120－000 | 29，440．00 |
| 앙 68 | 00312171 | V68159532 | THERAPY TRAVELERS LLC | 12／06／21 | MW | 0101－6500－0－5101－5001－3150－000 | 12，684．00 |
| $\pm 68$ | 00312171 | V68159532 | THERAPY TRAVELERS LLC | 12／06／21 | MW | 0101－6500－0－5101－5760－1190－000 | 25，368．00 |

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Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| － | 00312171 | V68159532 | THERAPY TRAVELERS LLC | 12／06／21 | MW | 0101－6500－0－5101－5760－3110－000 | 9，792．05 |
| ${ }^{\text {® }}{ }_{68}$ | 00312172 | V68165760 | WARNER，STACY | 12／06／21 | MW | 0101－6500－0－5212－5760－1110－000 | 14.00 |
| 68 | 00312173 | V68146077 | WEST COAST ARBORISTS INC． | 12／06／21 | MW | 0101－8150－0－5605－0000－8110－000 | 48，197．00 |
| 68 | 00312174 | V68118596 | WOLFSON，DONNA | 12／06／21 | MW | 0101－3315－0－5212－5730－1110－000 | 13.44 |
| 68 | 00312174 | V68118596 | WOLFSON，DONNA | 12／06／21 | MW | 0101－6500－0－5212－5760－1110－000 | 13.44 |
| 68 | 00312175 | V68162554 | WU，SITAO | 12／06／21 | MW | 0101－6500－0－5800－5760－1190－000 | 343.20 |
| 68 | 00312183 | V68158645 | ABE，STAN | 12／07／21 | MW | 0101－0002－0－5215－1140－1000－024 | 245.00 |
| 68 | 00312184 | V68120139 | ALC SCHOOLS LLC | 12／07／21 | MW | 0101－0790－0－5800－0000－3600－000 | 450.00 |
| 68 | 00312184 | V68120139 | ALC SCHOOLS LLC | 12／07／21 | MW | 0101－0724－0－5800－5001－3600－000 | 21，007．50 |
| 68 | 00312185 | V68147757 | ANIMAL PEST MANAGEMENT SERVICE | 12／07／21 | MW | 0101－0000－0－5800－0000－8220－000 | 14，620．50 |
| 68 | 00312186 | V68152127 | APPLE VALLEY COMMUNICATIONS IN | 12／07／21 | MW | 0101－8150－0－5605－0000－8110－000 | 1，421．00 |
| 68 | 00312187 | V68038893 | ARTESIA SAWDUST | 12／07／21 | MW | 0101－0000－0－4500－0000－8220－000 | 9，434．85 |
| 68 | 00312188 | V68152813 | ASSI SECURITY | 12／07／21 | MW | 0101－8150－0－5605－0000－8110－033 | 1，300．20 |
| 藏68 | 00312189 | V68143536 | AVID CENTER | 12／07／21 | MW | 0101－0790－0－5300－1110－1000－000 | 41，899．00 |
| 百68 | 00312189 | V68143536 | AVID CENTER | 12／07／21 | MW | 0101－3010－0－5300－1110－1000－082 | 3，099．00 |
| ${ }_{7}^{\square} 68$ | 00312189 | V68143536 | AVID CENTER | 12／07／21 | MW | 0101－4035－0－5300－0000－2100－000 | 6，000．00 |
| 苍68 | 00312189 | V68143536 | AVID CENTER | 12／07／21 | MW | 0101－4203－0－5800－4760－2100－000 | 5，745．00 |
| 68 | 00312190 | V68153172 | BAGGIO，LISA | 12／07／21 | MW | 0101－3212－0－5216－0000－2100－052 | 518.71 |
| 68 | 00312191 | V68145221 | CALIFORNIA WEEKLY EXPLORER INC | 12／07／21 | MW | 0101－0400－0－5800－1130－1000－056 | 1，209．98 |
| 68 | 00312191 | V68145221 | CALIFORNIA WEEKLY EXPLORER INC | 12／07／21 | MW | 0101－0400－0－5800－1130－1000－085 | 2，329．98 |
| 68 | 00312191 | V68145221 | CALIFORNIA WEEKLY EXPLORER INC | 12／07／21 | MW | 0101－0400－0－5800－1130－1000－089 | 1，199．99 |
| 68 | 00312192 | V68165284 | CAPO BEACH EQUIPMENT RENTAL | 12／07／21 | MW | 0101－0000－0－5605－0000－8220－000 | 40.00 |
| 68 | 00312193 | V68146234 | CINTAS CORPORATION \＃640 | 12／07／21 | MW | 0101－8150－0－5605－0000－8110－000 | 1，671．59 |
| 68 | 00312194 | V68146234 | CINTAS CORPORATION \＃640 | 12／07／21 | MW | 0101－0000－0－5800－0000－8210－000 | 122.55 |
| 68 | 00312194 | V68146234 | CINTAS CORPORATION \＃640 | 12／07／21 | MW | 0101－0000－0－5800－0000－8310－000 | 106.02 |
| 68 | 00312194 | V68146234 | CINTAS CORPORATION \＃640 | 12／07／21 | MW | 0101－0730－0－5800－1110－3600－000 | 133.79 |
| 68 | 00312194 | V68146234 | CINTAS CORPORATION \＃640 | 12／07／21 | MW | 0101－0724－0－5800－5001－3600－000 | 133.79 |
| 68 | 00312195 | V68108311 | CINTAS CORPORATION | 12／07／21 | MW | 0101－0730－0－4500－1110－3600－000 | 226.74 |
| 68 | 00312195 | V68108311 | CINTAS CORPORATION | 12／07／21 | MW | 0101－0724－0－4500－5001－3600－000 | 226.74 |
| ${ }^{\text { } 68}$ | 00312195 | V68108311 | CINTAS CORPORATION | 12／07／21 | MW | 0101－7422－0－4500－0000－2100－000 | 71.17 |
| － 68 | 00312195 | V68108311 | CINTAS CORPORATION | 12／07／21 | MW | 0101－8150－0－4500－0000－8110－000 | 314.21 |
| － 68 | 00312196 | V68146234 | CINTAS CORPORATION \＃640 | 12／07／21 | MW | 0101－8150－0－5605－0000－8110－000 | 10.06 |

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Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021

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| $\bigcirc$ | 00312197 | V68024113 | CURRICULUM ASSOCIATES LLC | 12/07/21 | MW | 0101-0002-0-5800-1130-1000-063 | 1,579.50 |
| $\omega N_{68}$ | 00312198 | V68101664 | DANNIS WOLIVER KELLEY | 12/07/21 | MW | 0101-0000-0-5820-0000-7690-000 | 1,103.50 |
| 68 | 00312199 | V68026001 | DENAULT S HARDWARE | 12/07/21 | MW | 0101-0724-0-4600-5001-3600-000 | 164.49 |
| 68 | 00312199 | V68026001 | DENAULT S HARDWARE | 12/07/21 | MW | 0101-8150-0-4500-0000-8110-000 | 249.61 |
| 68 | 00312200 | V68028500 | DUNN-EDWARDS CORP | 12/07/21 | MW | 0101-8150-0-4500-0000-8110-000 | 84.35 |
| 68 | 00312201 | V68155694 | EbEL, SETH AND VANESSA | 12/07/21 | MW | 0101-3311-0-5800-5760-1190-000 | 1,737.50 |
| 68 | 00312202 | V68009761 | EBERHARD EQUIPMENT | 12/07/21 | MW | 0101-0000-0-5605-0000-8220-000 | 6,594.30 |
| 68 | 00312203 | V68112513 | FACEFIRST INC | 12/07/21 | MW | 0101-0000-0-4300-3200-1000-018 | 53.07 |
| 68 | 00312203 | V68112513 | FACEFIRST INC | 12/07/21 | MW | 0101-0000-0-4500-3200-2700-018 | 25.00 |
| 68 | 00312204 | V68155629 | FERGUSON ENTERPRISES INC. | 12/07/21 | MW | 0101-8150-0-4500-0000-8110-000 | 23,141.19 |
| 68 | 00312205 | V68073437 | GANAHL LUMBER CO | 12/07/21 | MW | 0101-8150-0-4500-0000-8110-000 | 38.10 |
| 68 | 00312206 | V68073437 | GANAHL LUMBER CO | 12/07/21 | MW | 0101-0002-0-4300-1140-1000-021 | 76.76 |
| 68 | 00312207 | V68073437 | GANAHL LUMBER CO | 12/07/21 | MW | 0101-8150-0-4500-0000-8110-000 | 9,416.41 |
| $\underset{4}{68}$ | 00312208 | V68035735 | GOPHER ATHLETIC | 12/07/21 | MW | 0101-3010-0-4300-1110-1000-053 | 19.29 |
| I 68 | 00312209 | V68151531 | HD SUPPLY CONSTRUCTION AND | 12/07/21 | MW | 0101-0000-0-4500-0000-8220-000 | 1,313.33 |
| ${ }_{7}^{0} 68$ | 00312210 | V68147116 | HD SUPPLY FACILITIES MAINTENAN | 12/07/21 | MW | 0101-8150-0-4500-0000-8110-000 | 448.17 |
| 先68 | 00312211 | V68059250 | HIRSCH PIPE \& SUPPLY INC | 12/07/21 | MW | 0101-8150-0-4500-0000-8110-000 | 34.56 |
| 68 | 00312212 | V68046445 | JOHNSTONE SUPPLY SANTA ANA | 12/07/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,414.84 |
| 68 | 00312213 | V68160304 | LEHNKERING dba, W. SCOTT | 12/07/21 | MW | 0101-0400-0-5800-0000-7400-000 | 495.00 |
| 68 | 00312214 | V68147372 | LEISURE CARE REFERRAL AGENCY I | 12/07/21 | MW | 0101-0000-0-5800-0000-3140-000 | 2,508.00 |
| 68 | 00312215 | V68158266 | LITERACY RESOURCES LLC | 12/07/21 | MW | 0101-3010-0-4300-1130-1000-072 | 345.56 |
| 68 | 00312216 | V68165950 | STAMOS, BRYN | 12/07/21 | MW | 0101-3212-0-5215-1130-1000-052 | 509.21 |
| 68 | 00312217 | V68152996 | TIMOTHY A ADAMS \& ASSOC APLC | 12/07/21 | MW | 0101-6500-0-5820-5001-2100-000 | 12,500.00 |
| 68 | 00312218 | V68156347 | VANDERWAL, BRIANNA | 12/07/21 | MW | 0101-0002-0-5215-1140-1000-024 | 305.00 |
| 68 | 00312219 | V68157014 | VELEZ, STEVE | 12/07/21 | MW | 0101-0002-0-5800-1160-1000-004 | 1,200.00 |
| 68 | 00312220 | V68104710 | YMCA OF ORANGE COUNTY | 12/07/21 | MW | 0101-0000-0-8650-0000-0000-202 | 1,572.48 |
| 68 | 00312221 | V68120139 | ALC SCHOOLS LLC | 12/08/21 | MW | 0101-0724-0-5800-5001-3600-000 | 3,692.50 |
| 68 | 00312222 | V68153811 | ANDERSON CANIZALES, JULIE | 12/08/21 | MW | 0101-0000-0-5213-0000-3140-000 | 71.12 |
| 68 | 00312223 | V68165737 | BROWN, GEORGE | 12/08/21 | MW | 0101-1102-0-5212-1160-1000-000 | 66.64 |
| $\checkmark^{68}$ | 00312224 | V68112956 | BRUNTON, MICHELLE | 12/08/21 | MW | 0101-1102-0-5212-1160-1000-000 | 72.80 |
| $\bigcirc 68$ | 00312225 | V68163677 | BRYAN, KIMBERLY | 12/08/21 | MW | 0101-0000-0-5213-0000-3140-000 | 80.08 |
| $\stackrel{>}{\sim}$ | 00312226 | V68158826 | CHERRY GULCH INC | 12/08/21 | MW | 0101-6500-0-5803-5760-1180-000 | 5,180.00 |

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Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| \%6 | 00312226 | V68158826 | CHERRY GULCH INC | 12/08/21 | MW | 0101-6512-0-5104-5760-1180-000 | 1,295.00 |
| ${ }_{6}$ | 00312226 | V68158826 | CHERRY GULCH INC | 12/08/21 | MW | 0101-6512-0-5104-5760-3120-000 | 6,475.00 |
| 68 | 00312227 | V68150930 | CMC - SOUTH | 12/08/21 | MW | 0101-4035-0-5216-0000-2100-000 | 250.00 |
| 68 | 00312228 | V68100860 | CMC SOUTH | 12/08/21 | MW | 0101-0002-0-5215-1130-1000-050 | 235.00 |
| 68 | 00312228 | V68100860 | CMC SOUTH | 12/08/21 | MW | 0101-3010-0-5215-1110-1000-079 | 235.00 |
| 68 | 00312228 | V68100860 | CMC SOUTH | 12/08/21 | MW | 0101-3010-0-5215-1110-1000-073 | 260.00 |
| 68 | 00312228 | V68100860 | CMC SOUTH | 12/08/21 | MW | 0101-3212-0-4300-1130-1000-089 | 210.00 |
| 68 | 00312229 | V68119807 | COPPER HILLS YOUTH CENTER | 12/08/21 | MW | 0101-6500-0-5803-5760-1180-000 | 2,698.00 |
| 68 | 00312229 | V68119807 | COPPER HILLS YOUTH CENTER | 12/08/21 | MW | 0101-6512-0-5104-5760-1180-000 | 5,940.00 |
| 68 | 00312229 | V68119807 | COPPER HILLS YOUTH CENTER | 12/08/21 | MW | 0101-6512-0-5104-5760-3120-000 | 4,320.00 |
| 68 | 00312230 | V68100085 | CRISIS PREVENTION INSTITUTE IN | 12/08/21 | MW | 0101-6500-0-5800-5760-3110-000 | 150.00 |
| 68 | 00312231 | V68165662 | CUNNINGHAM, ALISSA | 12/08/21 | MW | 0101-1102-0-5212-1160-1000-000 | 81.76 |
| 68 | 00312232 | V68153408 | EDWARDS, SALLY | 12/08/21 | MW | 0101-0724-0-5800-5001-3600-000 | 9,900.00 |
| $\xrightarrow{\square}$ | 00312233 | V68118405 | GOLDBECK, MELISSA | 12/08/21 | MW | 0101-0000-0-5213-0000-3140-000 | 123.76 |
| 廹68 | 00312234 | V68144735 | HARVEY, LAUREN | 12/08/21 | MW | 0101-1102-0-5212-1160-1000-000 | 54.88 |
| ${ }_{\square}^{\square} 68$ | 00312235 | V68161968 | HOULIHAN, PATRICIA K. | 12/08/21 | MW | 0101-3315-0-5800-5730-1190-000 | 108.00 |
| 逪68 | 00312235 | V68161968 | HOULIHAN, PATRICIA K. | 12/08/21 | MW | 0101-6500-0-5800-5760-1190-000 | 288.00 |
| 68 | 00312236 | V68145643 | HOWARD, ANDREA | 12/08/21 | MW | 0101-1102-0-5212-1160-1000-000 | 64.96 |
| 68 | 00312237 | V68162724 | IVY ACADEMY INC DBA DISCOVERY | 12/08/21 | MW | 0101-6500-0-5803-5760-1180-000 | 2,800.00 |
| 68 | 00312237 | V68162724 | IVY ACADEMY INC DBA DISCOVERY | 12/08/21 | MW | 0101-6512-0-5104-5760-1180-000 | 5,900.00 |
| 68 | 00312237 | V68162724 | IVY ACADEMY INC DBA DISCOVERY | 12/08/21 | MW | 0101-6512-0-5104-5760-3120-000 | 3,500.00 |
| 68 | 00312238 | V68152544 | LEVERAGE LEARNING GROUP INC | 12/08/21 | MW | 0101-7425-0-5100-0000-2140-000 | 20,000.00 |
| 68 | 00312239 | V68118632 | MATIENZO, NINA RIE | 12/08/21 | MW | 0101-0000-0-5213-0000-3140-000 | 126.00 |
| 68 | 00312240 | V68158054 | MERIT BUILDING SPECIALTIES | 12/08/21 | MW | 0101-8150-0-4500-0000-8110-000 | 2,335.88 |
| 68 | 00312241 | V68155646 | MOHAWK COMMERCIAL INC | 12/08/21 | MW | 0101-8150-0-5605-0000-8110-067 | 5,453.68 |
| 68 | 00312242 | V68156492 | MOORE, TAMMY | 12/08/21 | MW | 0101-6500-0-5212-5760-1110-000 | 94.08 |
| 68 | 00312243 | V68107931 | NASON, KIM | 12/08/21 | MW | 0101-1102-0-5212-1160-1000-000 | 64.96 |
| 68 | 00312244 | V68100369 | OCEANVIEW SCHOOL | 12/08/21 | MW | 0101-6500-0-5102-5760-1180-000 | 4,827.32 |
| 68 | 00312244 | V68100369 | OCEANVIEW SCHOOL | 12/08/21 | MW | 0101-6500-0-5802-5760-1180-000 | 59,508.62 |
| $\underbrace{68}$ | 00312245 | V68156402 | OLIVE CREST ACADEMY | 12/08/21 | MW | 0101-6500-0-5102-5760-1180-000 | 508.08 |
| - 68 | 00312245 | V68156402 | OLIVE CREST ACADEMY | 12/08/21 | MW | 0101-6500-0-5802-5760-1180-000 | 12,938.72 |
| $\underset{\infty}{ } 68$ | 00312246 | V68155956 | OTC BRANDS INC (ORIENTAL TRADI | 12/08/21 | MW | 0101-0002-0-4300-1130-1000-075 | 300.15 |

CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021
Check Amount

| Check Date Cancel Date Type Account | Check Amount |  |  |
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| $12 / 08 / 21$ | MW | $0101-0002-0-5800-1140-1000-022$ | 741.00 |
| $12 / 08 / 21$ | MW | $0101-0000-0-5213-0000-3140-000$ | 161.84 |
| $12 / 08 / 21$ | MW | $0101-1102-0-5212-1160-1000-000$ | 19.60 |
| $12 / 08 / 21$ | MW | $0101-8150-0-4405-0000-8110-000$ | $5,456.46$ |
| $12 / 08 / 21$ | MW | $0101-8150-0-4500-0000-8110-000$ | 423.40 |
| $12 / 08 / 21$ | MW | $0101-0000-0-5500-0000-8200-000$ | $83,427.54$ |
| $12 / 08 / 21$ | MW | $0101-3010-0-4300-1130-1000-072$ | $1,162.00$ |
| $12 / 08 / 21$ | MW | $0101-3010-0-4300-1130-1000-072$ | 371.70 |
| $12 / 08 / 21$ | MW | $0101-0000-0-5216-0000-7300-000$ | 195.00 |
| $12 / 08 / 21$ | MW | $0101-6300-0-4140-1110-1000-000$ | $1,013.71$ |
| $12 / 08 / 21$ | MW | $0101-6300-0-4300-1110-1000-000$ | 126.97 |
| $12 / 08 / 21$ | MW | $0101-0000-0-5212-1140-1000-025$ | 13.11 |
| $12 / 08 / 21$ | MW | $0101-0000-0-5212-3300-1000-014$ | 8.73 |
| $12 / 08 / 21$ | MW | $0101-3315-0-5213-5730-3110-000$ | 8.96 |
| $12 / 08 / 21$ | MW | $0101-3386-0-5213-5710-3110-000$ | 2.24 |
| $12 / 08 / 21$ | MW | $0101-3555-0-4300-3800-1000-003$ | 397.78 |
| $12 / 08 / 21$ | MW | $0101-6500-0-4300-5760-1110-001$ | 18.02 |
| $12 / 08 / 21$ | MW | $0101-0724-0-4600-5001-3600-000$ | $7,793.27$ |
| $12 / 08 / 21$ | MW | $0101-0000-0-5500-0000-8200-000$ | 122.47 |
| $12 / 08 / 21$ | MW | $0101-6500-0-4400-5760-1190-000$ | $2,385.11$ |
| $12 / 08 / 21$ | MW | $0101-0000-0-5500-0000-8200-000$ | $33,192.87$ |
| $12 / 08 / 21$ | MW | $0101-0000-0-4500-0000-8220-000$ | 25.07 |
| $12 / 08 / 21$ | MW | $0101-8150-0-5605-0000-8230-000$ | $1,470.22$ |
| $12 / 08 / 21$ | MW | $0101-8150-0-4500-0000-8110-000$ | 240.00 |
| $12 / 08 / 21$ | MW | $0101-0000-0-9517-0000-0000-000$ | $2,344.20$ |
| $12 / 08 / 21$ | MW | $0101-8150-0-5605-0000-8110-000$ | $8,806.66$ |
| $12 / 08 / 21$ | MW | $0101-0002-0-4300-1130-1000-075$ | 179.40 |
| $12 / 08 / 21$ | MW | $0101-6500-0-5800-5760-1190-000$ | $2,600.00$ |
| $12 / 08 / 21$ | MW | $0101-6010-0-5810-1130-1000-054$ | $22,743.70$ |
| $12 / 08 / 21$ | MW | $0101-60100-0-5100-1130-1000-059$ | $24,245.45$ |
| $12 / 08 / 21$ | MW | $0101-6010-0-5810-1130-1000-059$ | $24,999.00$ |
| $12 / 08 / 21$ | MW | $0101-6010-0-5100-1130-1000-061$ | $42,596.75$ |
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CAPISTRANO USD
Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021

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| －${ }_{\text {O }}^{3}$ | 00312270 | V68104710 | YMCA OF ORANGE COUNTY | 12／08／21 | MW | 0101－6010－0－5100－1130－1000－082 | 22，198．22 |
| $\mathrm{\omega}^{\text {N }}$ | 00312316 | V68157339 | ARCE，RAMIRO | 12／09／21 | MW | 0101－8150－0－5213－0000－8110－000 | 50.40 |
| 68 | 00312317 | V68141916 | BANNERMAN，CARY OR KELLY | 12／09／21 | MW | 0101－0724－0－5800－5001－3600－000 | 235.87 |
| 68 | 00312318 | V68165132 | BANZALI，LISA | 12／09／21 | MW | 0101－0790－0－5213－4760－2100－000 | 19.04 |
| 68 | 00312319 | V68102963 | BEEKMAN，MICHAEL | 12／09／21 | MW | 0101－0000－0－4500－0000－8310－000 | 25.83 |
| 68 | 00312320 | V68156315 | CIRO DESIGN | 12／09／21 | MW | 0101－0000－0－5815－0000－7180－000 | 2，191．59 |
| 68 | 00312321 | V68164859 | CL CONSULTING INC．DBA CORINNE | 12／09／21 | MW | 0101－8150－0－5810－0000－8500－000 | 10，547．50 |
| 68 | 00312322 | V68150930 | CMC－SOUTH | 12／09／21 | MW | 0101－3010－0－5216－0000－2700－061 | 280.50 |
| 68 | 00312322 | V68150930 | CMC－SOUTH | 12／09／21 | MW | 0101－3010－0－5215－1110－1000－061 | 544.50 |
| 68 | 00312323 | V68148595 | CONTEMPORARY SERVICES CORP | 12／09／21 | MW | 0101－3210－0－5800－0000－2100－000 | 7，943．75 |
| 68 | 00312324 | V68166005 | CUNNINGHAM，HAILEY | 12／09／21 | MW | 0101－6500－0－4300－5760－1110－006 | 47.50 |
| 68 | 00312325 | V68161163 | CURRIE，KIMBERLY | 12／09／21 | MW | 0101－6500－0－5212－5760－1110－000 | 62.72 |
| 68 | 00312326 | V68157342 | DOUCHI，NOUR | 12／09／21 | MW | 0101－0724－0－5800－5001－3600－000 | 184.80 |
| 艾68 | 00312327 | V68120623 | ELKINS，KAREN | 12／09／21 | MW | 0101－0000－0－5213－0000－3140－000 | 300.16 |
| 画68 | 00312328 | V68120121 | FALLMAN，MEGAN | 12／09／21 | MW | 0101－0400－0－4300－1140－1000－004 | 274.11 |
| ${ }_{-}^{\square} 68$ | 00312329 | V68120038 | GILL，ARVINDER | 12／09／21 | MW | 0101－6500－0－5212－5760－1110－000 | 255.36 |
| 苍68 | 00312330 | V68112996 | GOODWILL INDUSTRIES OF ORANGE | 12／09／21 | MW | 0101－3315－0－5110－5730－1130－000 | 2，960．00 |
| 68 | 00312330 | V68112996 | GOODWILL INDUSTRIES OF ORANGE | 12／09／21 | MW | 0101－6500－0－5110－5760－1130－000 | 11，880．00 |
| 68 | 00312331 | V68159731 | GORCZYNSKI，MARISA | 12／09／21 | MW | 0101－0002－0－4300－1140－1000－006 | 82.04 |
| 68 | 00312332 | V68151579 | HAMMOND，DARCY | 12／09／21 | MW | 0101－6500－0－5212－5760－1110－000 | 30.24 |
| 68 | 00312333 | V68158628 | HANLEY，KIMBERLY | 12／09／21 | MW | 0101－0790－0－5213－4760－2100－000 | 172.48 |
| 68 | 00312334 | V68166003 | HIDALGO，JADE | 12／09／21 | MW | 0101－0730－0－8675－0000－0000－000 | 575.00 |
| 68 | 00312335 | V68152647 | HIERONYMUS，PAUL OR DAYLENE | 12／09／21 | MW | 0101－0724－0－5800－5001－3600－000 | 236.10 |
| 68 | 00312336 | V68160541 | INFANT DEVELOPMENT ASSOCIATION | 12／09／21 | MW | 0101－3386－0－5300－5710－1110－000 | 130.00 |
| 68 | 00312337 | V68166000 | JACOB，BETH | 12／09／21 | MW | 0101－0002－0－4300－1140－1000－006 | 28.40 |
| 68 | 00312338 | V68165759 | JACOBS，ERIC AND LEAH | 12／09／21 | MW | 0101－6500－0－5800－5760－1190－000 | 3，319．20 |
| 68 | 00312339 | V68151216 | JENNIFER TONEY SPEECH | 12／09／21 | MW | 0101－6500－0－5115－5760－3140－000 | 3，168．00 |
| 68 | 00312340 | V68158492 | LICATA，SUZANNE | 12／09／21 | MW | 0101－6500－0－5212－5760－1110－000 | 124.88 |
| 68 | 00312341 | V68154767 | LUGO，JACQUELINE KAY | 12／09／21 | MW | 0101－6512－0－5115－5760－3110－000 | 6，531．25 |
| ${ }_{\infty} 68$ | 00312342 | V68161638 | MAIER，BEN AND NICOLE | 12／09／21 | MW | 0101－6500－0－5800－5770－1190－000 | 460.00 |
| ○ 68 | 00312343 | V68001743 | MARCUS，BRUCE | 12／09／21 | MW | 0101－1102－0－5212－1160－1000－000 | 225.12 |
| $\underset{\sim}{\infty} 68$ | 00312344 | V68154949 | MAZZINI，VICTOR | 12／09／21 | MW | 0101－0724－0－5800－5001－3600－000 | 188.16 |

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|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| $\stackrel{\square}{7} 68$ | 00312345 | V68166002 | MOHAMMADIASHTIANI，SEPIDEH | 12／09／21 | MW | 0101－0730－0－8675－0000－0000－000 | 387.50 |
| $\omega{ }_{68}$ | 00312346 | V68164252 | MOORE，ALICIA AND MICHAEL | 12／09／21 | MW | 0101－6500－0－5800－5760－1190－000 | 1，095．00 |
| 68 | 00312347 | V68104108 | MORROW，ELYSE | 12／09／21 | MW | 0101－0004－0－4114－1180－1000－002 | 20.00 |
| 68 | 00312348 | V68100369 | OCEANVIEW SCHOOL | 12／09／21 | MW | 0101－6500－0－5802－5760－1180－000 | 3，660．44 |
| 68 | 00312349 | V68105372 | ORANGE COUNTY THERAPY SERVICE | 12／09／21 | MW | 0101－3315－0－5101－5730－3140－000 | 8，100．00 |
| 68 | 00312349 | V68105372 | ORANGE COUNTY THERAPY SERVICE | 12／09／21 | MW | 0101－6500－0－5101－5760－3140－000 | 12，150．00 |
| 68 | 00312350 | V68116957 | PALI INSTITUTE INC | 12／09／21 | MW | 0101－0400－0－5840－1130－1000－056 | 13，072．50 |
| 68 | 00312351 | V68117359 | PANNING LABATE，TINA | 12／09／21 | MW | 0101－3315－0－5212－5730－1110－000 | 19.32 |
| 68 | 00312351 | V68117359 | PANNING LABATE，TINA | 12／09／21 | MW | 0101－6500－0－5212－5760－1110－000 | 19.32 |
| 68 | 00312352 | V68166004 | PAULSEN，ANDREA | 12／09／21 | MW | 0101－0002－0－4500－0000－2700－072 | 22.46 |
| 68 | 00312353 | V68165999 | PORTER，LOREN | 12／09／21 | MW | 0101－0002－0－5215－1140－1000－024 | 305.00 |
| 68 | 00312354 | V68150715 | PORTVIEW PREPARATORY INC | 12／09／21 | MW | 0101－6500－0－5102－5760－1180－000 | 128，399．98 |
| 68 | 00312354 | V68150715 | PORTVIEW PREPARATORY INC | 12／09／21 | MW | 0101－6500－0－5802－5760－1180－000 | 3，255．00 |
| 㚻68 | 00312355 | V68152592 | RAMIREZ，JOSE | 12／09／21 | MW | 0101－0724－0－5800－5001－3600－000 | 264.32 |
| 嫁 | 00312356 | V68118595 | RASHIDI，AKRAM KIM | 12／09／21 | MW | 0101－6500－0－5212－5760－1110－000 | 71.68 |
| ${ }_{\square}^{\text {a }} 68$ | 00312357 | V68155209 | REILLE，WENDI | 12／09／21 | MW | 0101－0724－0－5800－5001－3600－000 | 319.20 |
| 苍68 | 00312358 | V68155596 | RIGHT DIRECTION CRISIS INTERVE | 12／09／21 | MW | 0101－6500－0－5803－5760－1180－000 | 9，603．00 |
| 68 | 00312359 | V68165882 | RIVERA，LIA OR OMAR | 12／09／21 | MW | 0101－0724－0－5800－5001－3600－000 | 286.94 |
| 68 | 00312360 | V68166001 | ROMERO，TINA | 12／09／21 | MW | 0101－0730－0－8675－0000－0000－000 | 575.00 |
| 68 | 00312361 | V68078255 | SAN DIEGO GAS \＆ELECTRIC | 12／09／21 | MW | 0101－0000－0－5500－0000－8200－000 | 53，491．89 |
| 68 | 00312362 | V68079190 | SANTA MARGARITA WATER | 12／09／21 | MW | 0101－0000－0－5500－0000－8200－000 | 4，163．38 |
| 68 | 00312363 | V68084100 | SO CA GAS CO | 12／09／21 | MW | 0101－0000－0－5500－0000－8200－000 | 2，489．51 |
| 68 | 00312364 | V68122718 | SOUTHERN CALIFORNIA EDISON | 12／09／21 | MW | 0101－0000－0－5500－0000－8200－000 | 9，035．78 |
| 68 | 00312365 | V68152759 | STOELZING，TREY OR TANDA | 12／09／21 | MW | 0101－0724－0－5800－5001－3600－000 | 191.52 |
| 68 | 00312366 | V68163985 | STRATEGIC KIDS LLC | 12／09／21 | MW | 0101－3210－0－5800－1110－1000－000 | 225，290．50 |
| 68 | 00312367 | V68164771 | TAYLOR，JENNIFER OR JEFFREY | 12／09／21 | MW | 0101－0724－0－5800－5001－3600－000 | 104.16 |
| 68 | 00312368 | V68158685 | VIVAS，MARGARITA | 12／09／21 | MW | 0101－5632－0－4300－1110－3130－000 | 350.00 |
| 68 | 00312369 | V68160172 | WEISBERG，MARI | 12／09／21 | MW | 0101－6500－0－4300－5760－1110－006 | 190.99 |
| 68 | 00312370 | V68160880 | WHITAKER，WILLIAM | 12／09／21 | MW | 0101－6500－0－5800－5760－1190－000 | 200.00 |
| $\xrightarrow{768}$ | 00312371 | V68161665 | WILBUR，MARY | 12／09／21 | MW | 0101－0002－0－4300－1140－1000－002 | 95.00 |
| $\bigcirc$ | 00312372 | V68143731 | WINGARD，RICHARD AND LORENA | 12／09／21 | MW | 0101－6500－0－5800－5760－1190－000 | 4，730．00 |
| $\stackrel{\square}{\infty} 68$ | 00312373 | V68120395 | YOGI，STACY | 12／09／21 | MW | 0101－5632－0－4300－1110－3130－000 | 150.00 |

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|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| - ${ }^{\text {²0 }}$ | 00312379 | V68165276 | AMERICAN BAND ACCESSORIES LLC | 12/10/21 | MW | 0101-0002-0-4300-1160-1000-003 | 131.93 |
| $\omega \sim_{68}$ | 00312380 | V68157339 | ARCE, RAMIRO | 12/10/21 | MW | 0101-8150-0-5213-0000-8110-000 | 45.92 |
| 68 | 00312381 | V68165892 | ASHIRA RETAIL INC. | 12/10/21 | MW | 0101-6500-0-5600-5001-2700-000 | 236.06 |
| 68 | 00312382 | V68165069 | AUDACY OPERATIONS INC. | 12/10/21 | MW | 0101-0000-0-5800-0000-7400-000 | 8,399.86 |
| 68 | 00312383 | V68123700 | BSN SPORTS | 12/10/21 | MW | 0101-1100-0-4300-1140-4200-001 | 9,507.60 |
| 68 | 00312384 | V68155692 | BUTKUS, LINDA | 12/10/21 | MW | 0101-3410-0-5212-5760-1190-000 | 39.20 |
| 68 | 00312385 | V68015090 | CAMLOX INDUSTRIES INC dba WEST | 12/10/21 | MW | 0101-0002-0-4300-1130-1000-053 | 172.85 |
| 68 | 00312386 | V68119648 | CAMPCO RECREATION | 12/10/21 | MW | 0101-6010-0-5100-1130-1000-055 | 13,617.91 |
| 68 | 00312387 | V68166008 | CHAPMAN, MIKE | 12/10/21 | MW | 0101-0000-0-5212-1110-1000-000 | 47.60 |
| 68 | 00312388 | V68153592 | CJT ENTERPRISES INC. | 12/10/21 | MW | 0101-6500-0-4300-5760-1190-000 | 719.64 |
| 68 | 00312389 | V68150930 | CMC - SOUTH | 12/10/21 | MW | 0101-3212-0-5215-1130-1000-052 | 780.00 |
| 68 | 00312389 | V68150930 | CMC - SOUTH | 12/10/21 | MW | 0101-3212-0-5216-0000-2100-052 | 515.00 |
| 68 | 00312390 | V68118653 | COPE, MARY | 12/10/21 | MW | 0101-0000-0-5213-0000-3140-000 | 144.48 |
| ${ }_{8} \times 8$ | 00312391 | V68165404 | CORNISH, GINA | 12/10/21 | MW | 0101-0000-0-8699-0000-0000-000 | 519.48 |
| 而68 | 00312392 | V68032656 | CORWIN PRESS INC | 12/10/21 | MW | 0101-3010-0-4200-1110-1000-072 | 148.37 |
| ${ }_{-}^{0} 68$ | 00312393 | V68164002 | CROWE, ROBERT | 12/10/21 | MW | 0101-6500-0-5800-5760-1190-000 | 250.00 |
| 䍖68 | 00312394 | V68105883 | DAVE BANG ASSOCIATES INC | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,252.40 |
| ${ }_{68}$ | 00312394 | V68105883 | DAVE BANG ASSOCIATES INC | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-063 | 1,058.07 |
| 68 | 00312395 | V68148997 | DAVIS, HENRY AND/OR ELISABETH | 12/10/21 | MW | 0101-0000-0-8699-0000-0000-000 | 808.00 |
| 68 | 00312396 | V68152143 | dba 1800 RADIATOR \& AC | 12/10/21 | MW | 0101-0730-0-5605-1110-3600-000 | 193.95 |
| 68 | 00312397 | V68165726 | DIPKO, MARK AND JEMILETH | 12/10/21 | MW | 0101-6500-0-5800-5760-1190-000 | 2,400.00 |
| 68 | 00312398 | V68028500 | DUNN-EDWARDS CORP | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 857.49 |
| 68 | 00312399 | V68153366 | EILER, CHRISTINE | 12/10/21 | MW | 0101-3315-0-5212-5730-1110-000 | 17.08 |
| 68 | 00312399 | V68153366 | EILER, CHRISTINE | 12/10/21 | MW | 0101-6500-0-5212-5760-1110-000 | 17.08 |
| 68 | 00312400 | V68166007 | FARRELL, DOROTHY | 12/10/21 | MW | 0101-6500-0-5212-5760-1130-000 | 67.20 |
| 68 | 00312401 | V68118205 | FASTENAL COMPANY | 12/10/21 | MW | 0101-0730-0-4600-1110-3600-000 | 427.82 |
| 68 | 00312402 | V68032535 | FEDERAL EXPRESS CORP | 12/10/21 | MW | 0101-0000-0-5900-0000-7540-000 | 49.08 |
| 68 | 00312403 | V68155629 | FERGUSON ENTERPRISES INC. | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 979.76 |
| 68 | 00312404 | V68145444 | FINNSSON, JAMIE | 12/10/21 | MW | 0101-6500-0-5212-5760-1130-000 | 13.44 |
| $\infty$ | 00312405 | V68032905 | FISHER SCIENTIFIC CO LLC | 12/10/21 | MW | 0101-6388-0-4300-3800-1000-004 | 2,203.69 |
| - 68 | 00312406 | V68150177 | FISKE, CRAIG AND MARY | 12/10/21 | MW | 0101-6500-0-5800-5760-1190-000 | 4,806.68 |
| $\underset{\sim}{6} 68$ | 00312407 | V68158932 | FLEET SERVICE SPECIALISTS LLC | 12/10/21 | MW | 0101-0724-0-4600-5001-3600-000 | 1,890.00 |

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| - | 00312408 | V68032964 | FLINN SCIENTIFIC INC | 12/10/21 | MW | 0101-0002-0-4300-1140-1000-003 | 2,330.67 |
| $\mathrm{\omega}^{\text {N }} 68$ | 00312409 | V68150202 | FOLLETT SCHOOL SOLUTIONS INC | 12/10/21 | MW | 0101-6300-0-4140-1110-1000-000 | 724.62 |
| 68 | 00312410 | V68073437 | GANAHL LUMBER CO | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 414.93 |
| 68 | 00312411 | V68067610 | GEARY PACIFIC CORP | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,537.73 |
| 68 | 00312412 | V68147738 | GOVERNMENT FINANCIAL STRATEGIE | 12/10/21 | MW | 0101-0000-0-5800-0000-7300-000 | 3,280.20 |
| 68 | 00312412 | V68147738 | GOVERNMENT FINANCIAL STRATEGIE | 12/10/21 | MW | 0101-0900-0-5800-0000-6003-000 | 1,689.80 |
| 68 | 00312413 | V68159457 | GRACENOTES LLC | 12/10/21 | MW | 0101-0790-0-4150-1160-1000-000 | 3,864.00 |
| 68 | 00312414 | V68163511 | HARINGA COMPRESSOR INC. | 12/10/21 | MW | 0101-6388-0-4400-3800-1000-003 | 1,772.01 |
| 68 | 00312415 | V68151531 | HD SUPPLY CONSTRUCTION AND | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 209.33 |
| 68 | 00312416 | V68147116 | HD SUPPLY FACILITIES MAINTENAN | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 3,251.17 |
| 68 | 00312417 | V68158689 | HERC RENTALS INC. | 12/10/21 | MW | 0101-8150-0-5605-0000-8110-000 | 3,605.45 |
| 68 | 00312418 | V68059250 | HIRSCH PIPE \& SUPPLY INC | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 2,768.29 |
| 68 | 00312419 | V68154526 | IMAGE APPAREL FOR BUSINESS INC | 12/10/21 | MW | 0101-0724-0-4500-5001-3600-000 | 969.82 |
| 艾68 | 00312420 | V68161165 | INGARDIA BROS. PRODUCE INC. | 12/10/21 | MW | 0101-3555-0-4300-3800-1000-004 | 685.94 |
|  | 00312421 | V68069226 | J W PEPPER-LOS ANGELES | 12/10/21 | MW | 0101-0790-0-4300-1160-1000-000 | 1,137.98 |
| ${ }_{\square}^{\infty} 68$ | 00312422 | V68046445 | JOHNSTONE SUPPLY SANTA ANA | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 2,326.23 |
| 违68 | 00312423 | V68122790 | KELLMAN, KATHLEEN | 12/10/21 | MW | 0101-0000-0-5213-0000-3140-000 | 48.72 |
| 68 | 00312424 | V68062513 | KELLY PAPER COMPANY | 12/10/21 | MW | 0101-0000-0-4500-0000-7550-000 | 813.54 |
| 68 | 00312425 | V68047970 | KNORR SYSTEMS INC | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 87.08 |
| 68 | 00312426 | V68049480 | LAKESHORE LEARNING MATERIALS | 12/10/21 | MW | 0101-0002-0-4500-0000-2700-073 | 1,920.32 |
| 68 | 00312426 | V68049480 | LAKESHORE LEARNING MATERIALS | 12/10/21 | MW | 0101-0002-0-4300-1130-1000-075 | 1,021.58 |
| 68 | 00312426 | V68049480 | LAKESHORE LEARNING MATERIALS | 12/10/21 | MW | 0101-3010-0-4300-1110-1000-061 | 3,008.30 |
| 68 | 00312426 | V68049480 | LAKESHORE LEARNING MATERIALS | 12/10/21 | MW | 0101-3212-0-4300-1130-1000-087 | 1,118.48 |
| 68 | 00312426 | V68049480 | LAKESHORE LEARNING MATERIALS | 12/10/21 | MW | 0101-3315-0-4300-5730-1110-049 | 285.59 |
| 68 | 00312427 | V68157295 | LARSON LIGHTING AND AUDIO INC | 12/10/21 | MW | 0101-0002-0-5600-1160-1000-005 | 1,380.00 |
| 68 | 00312428 | V68104580 | LAWSON PRODUCTS INC | 12/10/21 | MW | 0101-0730-0-4600-1110-3600-000 | 71.12 |
| 68 | 00312428 | V68104580 | LAWSON PRODUCTS INC | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,309.53 |
| 68 | 00312429 | V68118980 | LOCAL JANITORIAL \& VACUUM | 12/10/21 | MW | 0101-0000-0-4500-0000-8210-000 | 38.61 |
| 68 | 00312429 | V68118980 | LOCAL JANITORIAL \& VACUUM | 12/10/21 | MW | 0101-0000-0-5605-0000-8210-000 | 237.69 |
| $\propto 68$ | 00312430 | V68155429 | LOPEZ, VALERIA C. | 12/10/21 | MW | 0101-0000-0-8699-0000-0000-000 | 1,547.22 |
| $\bigcirc$ | 00312431 | V68165380 | MATTHEW DALE BARKER DBA ACOUST | 12/10/21 | MW | 0101-6500-0-5800-5760-3150-000 | 100.00 |
| $\bigcirc 68$ | 00312432 | V68055550 | MCGRAW-HILL SCHOOL EDUCATION H | 12/10/21 | MW | 0101-6300-0-4140-1110-1000-000 | 10,442.07 |

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| ? 68 | 00312433 | V68110020 | MEET THE MASTERS INC | 12/10/21 | MW | 0101-0400-0-5810-1130-1000-055 | 1,832.81 |
| ${ }_{6}$ | 00312434 | V68142582 | MESA GOLF CARTS | 12/10/21 | MW | 0101-8150-0-5605-0000-8110-000 | 2,289.42 |
| 68 | 00312435 | V68151062 | MICKLE, JACQUELINE | 12/10/21 | MW | 0101-3315-0-5212-5730-1110-000 | 11.20 |
| 68 | 00312435 | V68151062 | MICKLE, JACQUELINE | 12/10/21 | MW | 0101-6500-0-5212-5760-1110-000 | 11.20 |
| 68 | 00312436 | V68164596 | MIDAS MV INC.DBA MIDAS \#1260 | 12/10/21 | MW | 0101-0724-0-5605-5001-3600-000 | 70.78 |
| 68 | 00312437 | V68166006 | MILLER, ARLENE | 12/10/21 | MW | 0101-0730-0-8675-0000-0000-000 | 165.00 |
| 68 | 00312438 | V68162187 | MILLER, SABRINA AND SCOTT | 12/10/21 | MW | 0101-6500-0-5800-5760-1190-000 | 3,537.43 |
| 68 | 00312439 | V68040147 | MOBILE COMMUNICATION REPAIR | 12/10/21 | MW | 0101-8150-0-5605-0000-8110-000 | 958.00 |
| 68 | 00312440 | V68150837 | MOORE LAW FOR CHILDREN A PROFE | 12/10/21 | MW | 0101-0000-0-5820-0000-2100-000 | 2,500.00 |
| 68 | 00312441 | V68144381 | MORAND-DANIEL, CARA | 12/10/21 | MW | 0101-3315-0-5212-5730-1110-000 | 19.88 |
| 68 | 00312441 | V68144381 | MORAND-DANIEL, CARA | 12/10/21 | MW | 0101-6500-0-5212-5760-1110-000 | 19.88 |
| 68 | 00312442 | V68069260 | MUSIC THEATRE INTERNATIONAL | 12/10/21 | MW | 0101-0002-0-4300-1160-1000-002 | 709.33 |
| 68 | 00312443 | V68116411 | ORANGE COUNTY REGISTER DBA THE | 12/10/21 | MW | 0101-0000-0-5800-0000-7530-000 | 2,905.60 |
| $\xrightarrow{\square}$ | 00312444 | V68155593 | PAMELA MOLDAUER | 12/10/21 | MW | 0101-6512-0-5115-5760-3110-000 | 560.00 |
| 廹68 | 00312445 | V68145389 | PARKER, LAURA | 12/10/21 | MW | 0101-6500-0-5212-5760-1130-000 | 82.32 |
| ${ }_{\square}^{\square} 68$ | 00312446 | V68150715 | PORTVIEW PREPARATORY INC | 12/10/21 | MW | 0101-6500-0-5802-5760-1180-000 | 7,279.05 |
| 逪68 | 00312447 | V68147095 | PRINT \& FINISHING SOLUTIONS | 12/10/21 | MW | 0101-0000-0-4500-0000-7550-000 | 101.80 |
| 68 | 00312448 | V68166009 | PROSIO, KIMBERLEE | 12/10/21 | MW | 0101-6500-0-5212-5760-1130-000 | 43.12 |
| 68 | 00312449 | V68103295 | PSYCHOLOGICAL ASSESSMENT RESOU | 12/10/21 | MW | 0101-6500-0-4500-5001-3120-000 | 932.24 |
| 68 | 00312450 | V68146162 | RIFTON EQUIPMENT | 12/10/21 | MW | 0101-3315-0-4405-5730-3140-049 | 2,715.30 |
| 68 | 00312451 | V68158777 | SABET, SHAUNA | 12/10/21 | MW | 0101-6500-0-5212-5760-1130-000 | 47.04 |
| 68 | 00312452 | V68159145 | SANCHEZ, LIDIA | 12/10/21 | MW | 0101-3010-0-5213-0000-2100-000 | 40.32 |
| 68 | 00312453 | V68063479 | SCHOLASTIC | 12/10/21 | MW | 0101-0002-0-4300-1140-1000-003 | 308.55 |
| 68 | 00312454 | V68145390 | SCHOOLER, DEBORAH | 12/10/21 | MW | 0101-3315-0-5212-5730-1110-000 | 23.80 |
| 68 | 00312454 | V68145390 | SCHOOLER, DEBORAH | 12/10/21 | MW | 0101-6500-0-5212-5760-1110-000 | 23.80 |
| 68 | 00312455 | V68157507 | SCP DISTRIBUTORS LLC DBA LINCO | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 81.62 |
| 68 | 00312456 | V68104414 | SHRED-IT USA LLC | 12/10/21 | MW | 0101-0000-0-5800-0000-7540-000 | 614.94 |
| 68 | 00312457 | V68152674 | SITEONE LANDSCAPE SUPPLY LLC | 12/10/21 | MW | 0101-0000-0-4500-0000-8220-000 | 4,276.77 |
| 68 | 00312458 | V68083350 | SMART \& FINAL **SCHOOL SITES** | 12/10/21 | MW | 0101-0002-0-4300-1140-1000-022 | 75.93 |
| N ${ }^{68}$ | 00312458 | V68083350 | SMART \& FINAL **SCHOOL SITES** | 12/10/21 | MW | 0101-3555-0-4300-3800-1000-004 | 1,065.84 |
| $\bigcirc$ | 00312458 | V68083350 | SMART \& FINAL **SCHOOL SITES** | 12/10/21 | MW | 0101-3555-0-4300-3800-1000-025 | 156.72 |
| $\underset{\infty}{ } 68$ | 00312458 | V68083350 | SMART \& FINAL **SCHOOL SITES** | 12/10/21 | MW | 0101-6520-0-4300-5760-1190-000 | 30.11 |

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|  | 00312459 | V68163739 | SMARTEST EDU INC. DBA FORMATIV | 12/10/21 | MW | 0101-3212-0-5800-1110-1000-000 | 28,133.00 |
| $\omega{ }_{68}$ | 00312459 | V68163739 | SMARTEST EDU INC. DBA FORMATIV | 12/10/21 | MW | 0101-3212-0-5800-0000-2100-000 | 44,848.00 |
| 68 | 00312460 | V68152565 | SNAP ON INCORPORATED | 12/10/21 | MW | 0101-0730-0-4600-1110-3600-000 | 72.54 |
| 68 | 00312461 | V68116610 | SOUTH COAST FAMILY MEDICAL CEN | 12/10/21 | MW | 0101-0000-0-5800-0000-7400-000 | 705.00 |
| 68 | 00312462 | V68165971 | STONE MUSIC SUPPLY LLC | 12/10/21 | MW | 0101-1102-0-5600-1160-1000-000 | 125.00 |
| 68 | 00312463 | V68159223 | TALLENT, PAUL H. | 12/10/21 | MW | 0101-0000-0-8699-0000-0000-000 | 1,162.98 |
| 68 | 00312464 | V68163897 | TESTA, ANDREA L. | 12/10/21 | MW | 0101-0000-0-8699-0000-0000-000 | 161.61 |
| 68 | 00312465 | V68107590 | THERAPY SHOPPE INC | 12/10/21 | MW | 0101-0002-0-4300-1140-1000-003 | 30.48 |
| 68 | 00312466 | V68007452 | US AIR CONDITIONING DIST. | 12/10/21 | MW | 0101-8150-0-4405-0000-8110-000 | 7,513.41 |
| 68 | 00312467 | V68118382 | US BANK | 12/10/21 | MW | 0101-0002-0-4300-1140-1000-002 | 99.42 |
| 68 | 00312467 | V68118382 | US BANK | 12/10/21 | MW | 0101-0002-0-4300-1140-1000-023 | 88.03 |
| 68 | 00312467 | V68118382 | US BANK | 12/10/21 | MW | 0101-3010-0-4300-1110-1000-061 | 1,697.00 |
| 68 | 00312467 | V68118382 | US BANK | 12/10/21 | MW | 0101-3010-0-4300-1110-1000-072 | 69.87 |
| 苁68 | 00312467 | V68118382 | US BANK | 12/10/21 | MW | 0101-3555-0-4300-3800-1000-022 | 39.86 |
| J 68 | 00312468 | V68165509 | VISTA CENTER FOR THE BLIND \& V | 12/10/21 | MW | 0101-6500-0-5810-5760-1190-000 | 6,262.50 |
| ${ }_{\square}^{\square} 68$ | 00312469 | V68019265 | VISTA PAINT \& WALLCOVERING | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 89.02 |
| 逪68 | 00312470 | V68036075 | W W Grainger inc | 12/10/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,637.29 |
| 68 | 00312471 | V68040766 | WARDS NATURAL SCIENCE | 12/10/21 | MW | 0101-0002-0-4300-1140-1000-003 | 134.68 |
| 68 | 00312472 | V68096332 | WAXIE SANITARY SUPPLY | 12/10/21 | MW | 0101-0000-0-5605-0000-8210-000 | 113.58 |
| 68 | 00312473 | V68144672 | WESTON, KELLY | 12/10/21 | MW | 0101-3315-0-5212-5730-1110-000 | 25.20 |
| 68 | 00312473 | V68144672 | WESTON, KELLY | 12/10/21 | MW | 0101-6500-0-5212-5760-1110-000 | 25.20 |
| 68 | 00312474 | V68164297 | WONG, JORGE AND CORIE | 12/10/21 | MW | 0101-6500-0-5800-5760-1190-000 | 11,620.60 |
| 68 | 00312479 | V68109931 | ARC | 12/13/21 | MW | 0101-0000-0-5800-0000-7690-000 | 80.30 |
| 68 | 00312480 | V68152287 | CAPITOL ADVISORS GROUP LLC | 12/13/21 | MW | 0101-0000-0-5815-0000-7150-000 | 4,000.00 |
| 68 | 00312481 | V68027192 | CONSOLIDATED ELECTRICAL DISTR | 12/13/21 | MW | 0101-0000-0-4500-0000-8210-000 | 2,950.64 |
| 68 | 00312481 | V68027192 | CONSOLIDATED ELECTRICAL DISTR | 12/13/21 | MW | 0101-8150-0-4500-0000-8110-000 | 3,901.29 |
| 68 | 00312482 | V68165756 | GRAY, ALLAN | 12/13/21 | MW | 0101-6500-0-5800-5760-1180-000 | 1,046.12 |
| 68 | 00312483 | V68144628 | JFK TRANSPORTATION CO INC | 12/13/21 | MW | 0101-1100-0-5838-1140-4200-001 | 461.11 |
| 68 | 00312483 | V68144628 | JFK TRANSPORTATION CO INC | 12/13/21 | MW | 0101-1100-0-5838-1140-4200-003 | 1,844.44 |
| ¢ ${ }_{0}^{68}$ | 00312484 | V68110020 | MEET THE MASTERS INC | 12/13/21 | MW | 0101-0400-0-5810-1130-1000-083 | 1,701.25 |
| 앙 68 | 00312485 | V68161455 | ORANGE COUNTY ACADEMIC DECATHL | 12/13/21 | MW | 0101-0002-0-5800-1140-1000-004 | 800.00 |
| ${ }_{\infty} 68$ | 00312486 | V68150715 | PORTVIEW PREPARATORY INC | 12/13/21 | MW | 0101-0000-0-9510-0000-0000-000 | 8,000.00 |

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| － | 00312486 | V68150715 | PORTVIEW PREPARATORY INC | 12／13／21 | MW | 0101－6500－0－5102－5760－3120－000 | －4，000．00 |
| ${ }^{\text {c }} 68$ | 00312487 | V68152049 | PROJECT DIMENSIONS INC | 12／13／21 | MW | 0101－0000－0－5810－0000－7690－000 | 13，989．50 |
| 68 | 00312487 | V68152049 | PROJECT DIMENSIONS INC | 12／13／21 | MW | 0101－8150－0－5815－0000－8110－000 | 1，630．00 |
| 68 | 00312488 | V68165604 | RENEGADE WRESTLING WEAR | 12／13／21 | MW | 0101－1100－0－4300－1140－4200－005 | 666.50 |
| 68 | 00312489 | V68078255 | SAN DIEGO GAS \＆ELECTRIC | 12／13／21 | MW | 0101－0000－0－5500－0000－8200－000 | 101，759．77 |
| 68 | 00312490 | V68145813 | SEGERSTROM CENTER FOR THE ARTS | 12／13／21 | MW | 0101－3010－0－5800－1110－1000－054 | 820.00 |
| 68 | 00312491 | V68122718 | SOUTHERN CALIFORNIA EDISON | 12／13／21 | MW | 0101－0000－0－5500－0000－8200－000 | 32，904．02 |
| 68 | 00312492 | V68147868 | US BANK | 12／13／21 | MW | 0101－0000－0－9517－0000－0000－000 | 24，745．04 |
| 68 | 00312493 | V68153411 | VIRGINIA CROWE | 12／13／21 | MW | 0101－6500－0－5800－5760－1190－000 | 125.00 |
| 68 | 00312501 | V68103551 | AAA ELECTRIC MOTOR SALES | 12／14／21 | MW | 0101－8150－0－4500－0000－8110－000 | 603.99 |
| 68 | 00312503 | V68152532 | ADVANTAGE WEST INVESTMENT ENTE | 12／14／21 | MW | 0101－0000－0－4500－0000－8210－000 | 37，905．48 |
| 68 | 00312504 | V68145645 | ALISO NIGUEL AUTO CARE | 12／14／21 | MW | 0101－0724－0－5605－5001－3600－000 | 132.00 |
| 68 | 00312504 | V68145645 | ALISO NIGUEL AUTO CARE | 12／14／21 | MW | 0101－8150－0－5605－0000－8230－000 | 169.67 |
| ${ }_{\text {¹8 }}^{8}$ | 00312505 | V68157273 | AMPLIFY EDUCATION INC | 12／14／21 | MW | 0101－3010－0－4200－1110－1000－075 | 5，259．38 |
| 迫68 | 00312506 | V68111606 | APPLE INC | 12／14／21 | MW | 0101－3315－0－4300－5730－1190－000 | 326.17 |
| $\stackrel{{ }_{-}^{6}}{68}$ | 00312506 | V68111606 | APPLE INC | 12／14／21 | MW | 0101－6500－0－4300－5760－1190－000 | 1，471．26 |
| 苍68 | 00312507 | V68150294 | AUTOZONE INC | 12／14／21 | MW | 0101－0730－0－4600－1110－3600－000 | 64.09 |
| 68 | 00312508 | V68116589 | BENCHMARK EDUCATION COMPANY LL | 12／14／21 | MW | 0101－6300－0－4140－1110－1000－000 | 234.32 |
| 68 | 00312509 | V68154661 | BERTRAND MUSIC ENTERPRISE INC | 12／14／21 | MW | 0101－0002－0－4500－1160－1000－021 | 309.95 |
| 68 | 00312510 | V68146382 | BJ BINDERY INC | 12／14／21 | MW | 0101－0000－0－5800－0000－7550－000 | 385.00 |
| 68 | 00312511 | V68110763 | BRAIN POP LLC | 12／14／21 | MW | 0101－3010－0－5800－1110－1000－021 | 3，250．00 |
| 68 | 00312512 | V68123700 | BSN SPORTS | 12／14／21 | MW | 0101－1100－0－4300－1140－4200－005 | 2，202．58 |
| 68 | 00312513 | V68146284 | BUSWEST LLC | 12／14／21 | MW | 0101－0730－0－4600－1110－3600－000 | 1，321．96 |
| 68 | 00312514 | V68141660 | CAL－STATE AUTO PARTS INC | 12／14／21 | MW | 0101－0724－0－4600－5001－3600－000 | 1，294．45 |
| 68 | 00312515 | V68119470 | CAPISTRANO CRANE SERVICE | 12／14／21 | MW | 0101－8150－0－5605－0000－8110－000 | 1，400．00 |
| 68 | 00312516 | V68165284 | CAPO BEACH EQUIPMENT RENTAL | 12／14／21 | MW | 0101－0000－0－4500－0000－8220－000 | 40.81 |
| 68 | 00312516 | V68165284 | CAPO BEACH EQUIPMENT RENTAL | 12／14／21 | MW | 0101－0000－0－5605－0000－8220－000 | 207.62 |
| 68 | 00312517 | V68106764 | CDWG Inc | 12／14／21 | MW | 0101－0400－0－5605－0000－8110－028 | 908.72 |
| 68 | 00312517 | V68106764 | CDWG Inc | 12／14／21 | MW | 0101－6387－0－4400－3800－1000－025 | 22.64 |
| ${ }_{+} 68$ | 00312517 | V68106764 | CDWG Inc | 12／14／21 | MW | 0101－8150－0－4500－0000－8110－000 | 50.47 |
| $\bigcirc$ | 00312518 | V68108311 | CINTAS CORPORATION | 12／14／21 | MW | 0101－7422－0－4500－0000－2100－000 | 82.84 |
| $\underset{\sim}{\infty} 68$ | 00312519 | V68146234 | CINTAS CORPORATION \＃640 | 12／14／21 | MW | 0101－0730－0－5800－1110－3600－000 | 170.44 |

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| - ${ }^{3}$ | 00312519 | V68146234 | CINTAS CORPORATION \#640 | 12/14/21 | MW | 0101-0724-0-5800-5001-3600-000 | 170.44 |
| $\omega{ }_{68}$ | 00312520 | V68147693 | COMPLETE OFFICE OF CA | 12/14/21 | MW | 0101-0000-0-4500-0000-7690-000 | 13.44 |
| 68 | 00312520 | V68147693 | COMPLETE OFFICE OF CA | 12/14/21 | MW | 0101-8150-0-4500-0000-8110-000 | 244.04 |
| 68 | 00312521 | V68027192 | CONSOLIDATED ELECTRICAL DISTR | 12/14/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,089.80 |
| 68 | 00312522 | V68155606 | CUSTOM SIGNS INC | 12/14/21 | MW | 0101-0400-0-6400-0000-8110-071 | 6,872.86 |
| 68 | 00312523 | V68062513 | KELLY PAPER COMPANY | 12/14/21 | MW | 0101-0000-0-4500-0000-7550-000 | 892.86 |
| 68 | 00312524 | V68073708 | LEARNING ALLY | 12/14/21 | MW | 0101-6500-0-4300-5760-1190-000 | 1,980.00 |
| 68 | 00312525 | V68148751 | ALZAMORA, MARTIN OR LUCERO | 12/15/21 | MW | 0101-0724-0-5800-5001-3600-000 | 322.56 |
| 68 | 00312526 | V68147042 | BAUER, ADAM OR GINA | 12/15/21 | MW | 0101-0724-0-5800-5001-3600-000 | 601.66 |
| 68 | 00312527 | V68146851 | BERRY, SCOTT AND JAMIE | 12/15/21 | MW | 0101-6500-0-5802-5760-1180-000 | 227.88 |
| 68 | 00312528 | V68164046 | BOHR, CASSANDRA OR PATRICK | 12/15/21 | MW | 0101-0724-0-5800-5001-3600-000 | 994.56 |
| 68 | 00312529 | V68165668 | BRAILLE ABILITIES LLC | 12/15/21 | MW | 0101-6500-0-5801-5760-1180-000 | 8,988.94 |
| 68 | 00312530 | V68146234 | CINTAS CORPORATION \#640 | 12/15/21 | MW | 0101-0730-0-5800-1110-3600-000 | 401.37 |
| ${ }^{\text {T }} \times 8$ | 00312530 | V68146234 | CINTAS CORPORATION \#640 | 12/15/21 | MW | 0101-0724-0-5800-5001-3600-000 | 401.37 |
| 当68 | 00312531 | V68108311 | CINTAS CORPORATION | 12/15/21 | MW | 0101-7422-0-4500-0000-2100-000 | 633.73 |
| ${ }_{-68} 68$ | 00312532 | V68018870 | CITY OF SAN CLEMENTE | 12/15/21 | MW | 0101-0000-0-5500-0000-8200-000 | 27,710.68 |
| 萝68 | 00312533 | V68165725 | COHAN ANDY \& NEISWONGER JULIE | 12/15/21 | MW | 0101-6500-0-5802-5760-1180-000 | 658.56 |
| ${ }_{68}$ | 00312534 | V68141814 | CONDIE, JOSHUA OR CAROL | 12/15/21 | MW | 0101-0724-0-5800-5001-3600-000 | 89.04 |
| 68 | 00312535 | V68165304 | CONSTABLE, ALYSSA | 12/15/21 | MW | 0101-0724-0-5800-5001-3600-000 | 478.24 |
| 68 | 00312536 | V68160442 | COSTELLO, KIM OR BRIAN | 12/15/21 | MW | 0101-0724-0-5800-5001-3600-000 | 805.50 |
| 68 | 00312537 | V68165556 | DANIELLE NAHAS PROFESSIONAL AS | 12/15/21 | MW | 0101-6500-0-5800-5001-3120-000 | 1,215.00 |
| 68 | 00312538 | V68159225 | DEL SOL SCHOOL INC | 12/15/21 | MW | 0101-6500-0-5802-5760-1180-000 | 3,825.00 |
| 68 | 00312539 | V68154768 | DIAMOND RANCH ACADEMY INC | 12/15/21 | MW | 0101-6500-0-5803-5760-1180-000 | 5,297.60 |
| 68 | 00312539 | V68154768 | DIAMOND RANCH ACADEMY INC | 12/15/21 | MW | 0101-6512-0-5104-5760-1180-000 | 11,988.00 |
| 68 | 00312539 | V68154768 | DIAMOND RANCH ACADEMY INC | 12/15/21 | MW | 0101-6512-0-5104-5760-3120-000 | 9,504.00 |
| 68 | 00312540 | V68152616 | DIXON, KAREN | 12/15/21 | MW | 0101-0724-0-5800-5001-3600-000 | 272.16 |
| 68 | 00312541 | V68159416 | DOWNEY, KENNESSE | 12/15/21 | MW | 0101-6500-0-5802-5760-1180-000 | 2,212.38 |
| 68 | 00312542 | V68145764 | DUDHEKER, SANJAY OR SONALY | 12/15/21 | MW | 0101-0724-0-5800-5001-3600-000 | 456.96 |
| 68 | 00312543 | V68165338 | DYNAMIC EDUCATION SERVICES INC | 12/15/21 | MW | 0101-6500-0-5801-5760-1190-000 | 800.00 |
| $\sim_{0}^{\infty} 68$ | 00312544 | V68149794 | EBBING, CURTIS AND/OR MARYAM | 12/15/21 | MW | 0101-0724-0-5800-5001-3600-000 | 865.54 |
| $\bigcirc$ | 00312545 | V68155142 | ECE4AUTISM | 12/15/21 | MW | 0101-6500-0-5102-5760-1180-000 | 7,680.00 |
| $\underset{\sim}{\infty} 68$ | 00312545 | V68155142 | ECE4AUTISM | 12/15/21 | MW | 0101-6500-0-5802-5760-1180-000 | 3,180.00 |

CAPISTRANO USD
Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021

| あ 3＇Ch |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| 이를 | 00312546 | V68159307 | FAZELI，FARIBORZ OR SURUR | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 282.24 |
| ${ }^{\sim}{ }_{68}$ | 00312547 | V68149721 | FRAIZER，KATHERINE \＆／OR JERRY | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 58.24 |
| 68 | 00312548 | V68121876 | GAU，MARY AND TERRY | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 446.88 |
| 68 | 00312549 | V68158823 | GUZMAN RODRIGUEZ，HIRAM | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 87.36 |
| 68 | 00312550 | V68119320 | HARRELL，PAUL AND DEBBIE | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 546.11 |
| 68 | 00312551 | V68162647 | HARVEY，JOHN OR BRIDGET | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 75.26 |
| 68 | 00312552 | V68144432 | HYLTON，CHRIS AND／OR HERMINIA | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 144.48 |
| 68 | 00312553 | V68151216 | JENNIFER TONEY SPEECH | 12／15／21 | MW | 0101－6500－0－5115－5760－3140－000 | 4，092．00 |
| 68 | 00312554 | V68147325 | JOHNSON，EDWIN AND MELISSA | 12／15／21 | MW | 0101－6500－0－5802－5760－1180－000 | 1，132．48 |
| 68 | 00312555 | V68118865 | JONES，DANNY OR NANCY | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 339.36 |
| 68 | 00312556 | V68158202 | KNAUER，JACK OR MONA | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 90.72 |
| 68 | 00312557 | V68145493 | LOUIE，DARRYL OR CATHERINE | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 176.96 |
| 68 | 00312558 | V68159154 | MACAPINLAC，DONNIE OR JUNLYNN | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 940.80 |
| 菦68 | 00312560 | V68056440 | MARDAN SCHOOL | 12／15／21 | MW | 0101－6500－0－5802－5760－1180－000 | 54，774．44 |
| 百68 | 00312561 | V68149001 | MATHIESEN，DAN OR TARA | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 184.80 |
| ${ }_{\square}^{\text {a }} 68$ | 00312562 | V68155949 | MATTHEW WILLIAMS ENTERPRISES L | 12／15／21 | MW | 0101－6500－0－5810－5760－1130－000 | 2，467．35 |
| 䓔68 | 00312563 | V68115957 | MAXIM HEALTHCARE SERVICES INC | 12／15／21 | MW | 0101－0000－0－5800－0000－3140－000 | 8，446．02 |
| 68 | 00312564 | V68154949 | MAZZINI，VICTOR | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 125.44 |
| 68 | 00312565 | V68165659 | MENDOZA，MELISSA OR OCTAVIO | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 47.04 |
| 68 | 00312566 | V68158477 | MOMTAHAN，NANCY NASSEHI AND RO | 12／15／21 | MW | 0101－6500－0－5800－5760－1190－000 | 3，377．88 |
| 68 | 00312567 | V68159502 | MONTEMAYOR，OSCAR | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 262.08 |
| 68 | 00312568 | V68165007 | MORONES，GENARO OR BRITTANY | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 1，096．70 |
| 68 | 00312569 | V68061270 | MOULTON NIGUEL WATER | 12／15／21 | MW | 0101－0000－0－5500－0000－8200－000 | 7，431．73 |
| 68 | 00312570 | V68021378 | NEW HAVEN YOUTH \＆FAMILY | 12／15／21 | MW | 0101－6500－0－5802－5760－1180－000 | 8，959．00 |
| 68 | 00312570 | V68021378 | NEW HAVEN YOUTH \＆FAMILY | 12／15／21 | MW | 0101－6512－0－5101－5760－3110－000 | 24，053．33 |
| 68 | 00312571 | V68158933 | NEW VISTA SCHOOL | 12／15／21 | MW | 0101－6500－0－5102－5760－1180－000 | 9，587．64 |
| 68 | 00312571 | V68158933 | NEW VISTA SCHOOL | 12／15／21 | MW | 0101－6500－0－5802－5760－1180－000 | 36，646．62 |
| 68 | 00312571 | V68158933 | NEW VISTA SCHOOL | 12／15／21 | MW | 0101－6500－0－5102－5760－3110－000 | 315.00 |
| 68 | 00312572 | V68156402 | OLIVE CREST ACADEMY | 12／15／21 | MW | 0101－6500－0－5802－5760－1180－000 | 6，358．24 |
| ¢ ${ }_{\circ} 68$ | 00312573 | V68116411 | ORANGE COUNTY REGISTER DBA THE | 12／15／21 | MW | 0101－0000－0－5800－0000－7180－000 | 721.86 |
| $\bigcirc$ | 00312574 | V68155294 | PALANIVEL，MURUGANAND | 12／15／21 | MW | 0101－0724－0－5800－5001－3600－000 | 131.04 |
| $\xrightarrow[\infty]{ } 68$ | 00312575 | V68157705 | PITERA，ROBERT OR FRANCESCA | 12／15／21 | MW | 0101－6500－0－5802－5760－1180－000 | 616.93 |

CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021
Check Amount

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CAPISTRANO USD
Consolidated Check Register w. Account

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| - | 00312592 | V68164241 | THREE POINTS CENTER LLC DBA TH | 12/15/21 | MW | 0101-6500-0-5803-5760-1180-000 | 1,700.00 |
| ${ }^{\text {c }} 68$ | 00312592 | V68164241 | THREE POINTS CENTER LLC DBA TH | 12/15/21 | MW | 0101-6512-0-5104-5760-1180-000 | 7,600.00 |
| 68 | 00312592 | V68164241 | THREE POINTS CENTER LLC DBA TH | 12/15/21 | MW | 0101-6512-0-5104-5760-3120-000 | 5,000.00 |
| 68 | 00312593 | V68145547 | TIMOTHY ADAMS \& ASSOCIATES | 12/15/21 | MW | 0101-6500-0-5820-5001-2100-000 | 5,000.00 |
| 68 | 00312594 | V68118287 | UNIVERSITY OF OREGON | 12/15/21 | MW | 0101-0790-0-5216-0000-2100-000 | 400.00 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0000-0-4500-0000-7110-000 | 299.56 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0000-0-5216-0000-7110-000 | 306.79 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0000-0-5800-0000-7180-000 | 19.80 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0000-0-4500-0000-7300-000 | 766.13 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0000-0-4500-0000-7400-000 | 24.75 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0000-0-5216-0000-7700-000 | 1,906.00 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0000-0-5800-0000-7700-000 | 160.41 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4500-0000-2700-002 | 60.53 |
| ${ }^{\text {T80 }} 68$ | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4500-0000-2700-003 | 226.27 |
| 迫68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4500-0000-2700-004 | 750.00 |
| $\stackrel{\square}{=} 68$ | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4500-0000-2700-006 | 32.31 |
| 迹68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-5800-0000-2700-021 | 99.00 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4500-0000-2700-022 | 128.80 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4500-0000-2700-073 | 552.58 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4500-0000-2700-086 | 202.04 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1130-1000-061 | 72.96 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1130-1000-075 | 8.07 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1130-1000-081 | 113.83 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4500-1130-1000-082 | 716.89 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1130-1000-086 | 94.76 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1130-1000-087 | 11.95 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1130-1000-088 | 129.25 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1140-1000-001 | 481.90 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1140-1000-002 | 377.20 |
| ${ }_{\infty}^{\infty} 68$ | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1140-1000-002 | 237.04 |
| 웅 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1140-1000-003 | 640.46 |
| $\underset{\infty}{ } 68$ | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1140-1000-005 | 810.70 |

CAPISTRANO USD
Consolidated Check Register w. Account

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
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| - ${ }_{\text {a }}$ | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1140-1000-006 | 708.39 |
| ${ }^{\sim}$ | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1140-1000-022 | 35.95 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1140-1000-022 | 448.03 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1140-1000-025 | 674.24 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1140-1000-026 | 37.68 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1140-1000-027 | 44.37 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1140-1000-028 | 467.47 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-3300-1000-014 | 161.61 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-3300-1000-019 | 90.36 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1160-1000-002 | 581.85 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0002-0-4300-1160-1000-005 | 220.15 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0400-0-4300-1130-1000-055 | 1,032.23 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0400-0-4300-1130-1000-071 | 230.83 |
| ${ }^{\text {²8 }} 88$ | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0400-0-4300-1130-1000-087 | 64.85 |
| 通68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-0400-0-4300-1140-1000-004 | 3,731.46 |
| ${ }_{-}^{\square} 68$ | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-1102-0-4300-1160-1000-000 | 2,286.74 |
| 迷68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3010-0-4500-0000-2700-021 | 900.00 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3010-0-4500-0000-2700-054 | 69.95 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3010-0-4500-0000-2700-061 | 43.09 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3010-0-4300-1110-1000-021 | -44.69 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3010-0-4300-1110-1000-054 | 1,694.69 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3010-0-4300-1110-1000-059 | 1,095.99 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3010-0-4300-1110-1000-061 | 830.63 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3010-0-4300-1110-1000-072 | 206.73 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3010-0-4300-1110-1000-079 | 631.25 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3010-0-4500-1110-2700-053 | 64.60 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3010-0-4300-1130-1000-055 | 872.45 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3010-0-4300-7110-1000-110 | 393.08 |
| 68 | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3212-0-4300-1130-1000-080 | 90.30 |
| $\infty_{0}^{\infty} 68$ | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3315-0-4300-5730-1190-000 | 49.96 |
| $\bigcirc$ | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3555-0-4300-3800-1000-028 | 833.16 |
| ${ }_{\infty} 68$ | 00312598 | V68118382 | US BANK | 12/15/21 | MW | 0101-3555-0-4300-3800-1000-024 | 1,219.98 |

CAPISTRANO USD
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| Check Date Cancel Date Type Account | Check Amount |  |  |
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| $12 / 15 / 21$ | MW | $0101-3555-0-4300-3800-1000-032$ | 116.36 |
| $12 / 15 / 21$ | MW | $0101-3555-0-4300-3800-1000-033$ | $1,351.61$ |
| $12 / 15 / 21$ | MW | $0101-3555-0-4300-3800-1000-022$ | 79.40 |
| $12 / 15 / 21$ | MW | $0101-5640-0-4500-5001-3140-000$ | $1,099.69$ |
| $12 / 15 / 21$ | MW | $0101-6388-0-4300-3800-1000-006$ | $1,200.98$ |
| $12 / 15 / 21$ | MW | $0101-6388-0-4300-3800-1000-002$ | 590.24 |
| $12 / 15 / 21$ | MW | $0101-6500-0-4500-5001-2700-000$ | 141.12 |
| $12 / 15 / 21$ | MW | $0101-6500-0-4500-5001-3140-000$ | 36.62 |
| $12 / 15 / 21$ | MW | $0101-6500-0-4300-5760-1190-000$ | 43.07 |
| $12 / 15 / 21$ | MW | $0101-6500-0-4300-5760-1190-000$ | 370.45 |
| $12 / 15 / 21$ | MW | $0101-6500-0-4300-5760-1110-012$ | 354.72 |
| $12 / 15 / 21$ | MW | $0101-6500-0-4300-5760-1190-049$ | 198.05 |
| $12 / 15 / 21$ | MW | $0101-7220-0-4400-1140-1000-003$ | 815.00 |
| $12 / 15 / 21$ | MW | $0101-8150-0-4500-0000-8110-000$ | 428.75 |
| $12 / 15 / 21$ | MW | $0101-0724-0-5800-5001-3600-000$ | 215.04 |
| $12 / 15 / 21$ | MW | $0101-0724-0-5800-5001-3600-000$ | 91.84 |
| $12 / 15 / 21$ | MW | $0101-6500-0-5801-5760-3140-000$ | 901.54 |
| $12 / 15 / 21$ | MW | $0101-6500-0-5800-5760-1190-000$ | 400.00 |
| $12 / 15 / 21$ | MW | $0101-0724-0-5800-5001-3600-000$ | 236.54 |
| $12 / 16 / 21$ | MW | $0101-8150-0-5605-0000-8110-000$ | 443.10 |
| $12 / 16 / 21$ | MW | $0101-0730-0-4600-1110-3600-000$ | $2,594.01$ |
| $12 / 16 / 21$ | MW | $0101-3010-0-5800-0000-2140-000$ | $4,900.00$ |
| $12 / 16 / 21$ | MW | $0101-0790-0-5800-0000-3600-000$ | 450.00 |
| $12 / 16 / 21$ | MW | $0101-0724-0-5800-5001-3600-000$ | $21,870.00$ |
| $12 / 16 / 21$ | MW | $0101-8150-0-5605-0000-8230-000$ | $5,731.34$ |
| $12 / 16 / 21$ | MW | $0101-0730-0-5800-1110-3600-000$ | 330.00 |
| $12 / 16 / 21$ | MW | $0101-0002-0-5600-1160-1000-004$ | 274.62 |
| $12 / 16 / 21$ | MW | $0101-0000-0-4500-0000-8220-000$ | $6,289.90$ |
| $12 / 16 / 21$ | MW | $0101-0000-0-5800-0000-7700-000$ | $8,675.98$ |
| $12 / 16 / 21$ | MW | $0101-8150-0-5800-0000-8110-000$ | 56.22 |
| $12 / 16 / 21$ | MW | $0101-3315-0-4300-5730-1190-000$ | 156.73 |
| $12 / 16 / 21$ | MW | $0101-0730-0-4600-1110-3600-000$ | 296.18 |
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| $\bigcirc$ | 00312644 | V68150294 | AUTOZONE INC | 12/16/21 | MW | 0101-0730-0-4600-1110-3600-000 | 133.37 |
| $\omega{ }_{68}$ | 00312645 | V68076299 | BEACH CITIES GLASS INC | 12/16/21 | MW | 0101-8150-0-5605-0000-8110-003 | 14,499.42 |
| 68 | 00312646 | V68006981 | BEE MAN, THE | 12/16/21 | MW | 0101-8150-0-5605-0000-8110-000 | 279.00 |
| 68 | 00312647 | V68148544 | BIOMEDICAL WASTE DISPOSAL | 12/16/21 | MW | 0101-0000-0-5800-0000-8310-000 | 149.00 |
| 68 | 00312648 | V68164660 | BONILLA, CARMEN | 12/16/21 | MW | 0101-6500-0-5802-5760-1180-000 | 788.48 |
| 68 | 00312649 | V68010434 | BOYCE INDUSTRIES | 12/16/21 | MW | 0101-0000-0-4405-0000-8210-000 | 5,382.11 |
| 68 | 00312650 | V68145318 | BRINKS INC. | 12/16/21 | MW | 0101-0000-0-5800-0000-7300-000 | 291.65 |
| 68 | 00312651 | V68146284 | BUSWEST LLC | 12/16/21 | MW | 0101-0730-0-4600-1110-3600-000 | 38.54 |
| 68 | 00312652 | V68159757 | CAL BUILDING SYSTEMS | 12/16/21 | MW | 0101-8150-0-5605-0000-8110-000 | 450.00 |
| 68 | 00312653 | V68141660 | CAL-STATE AUTO PARTS INC | 12/16/21 | MW | 0101-0724-0-4600-5001-3600-000 | 128.46 |
| 68 | 00312654 | V68165284 | CAPO BEACH EQUIPMENT RENTAL | 12/16/21 | MW | 0101-0000-0-5605-0000-8220-000 | 1,630.85 |
| 68 | 00312655 | V68106764 | CDWG Inc | 12/16/21 | MW | 0101-0400-0-6200-0000-8500-001 | 1,992.47 |
| 68 | 00312655 | V68106764 | CDWG Inc | 12/16/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,652.43 |
| - 68 | 00312656 | V68155633 | CENTAR INDUSTRIES INC | 12/16/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,750.07 |
| 嫁68 | 00312657 | V68157551 | CENTRAL COMMUNICATIONS | 12/16/21 | MW | 0101-8150-0-5800-0000-8110-000 | 132.87 |
| ${ }_{=}^{0} 68$ | 00312658 | V68163282 | CHEROKEE CHEMICAL CO. INC. DBA | 12/16/21 | MW | 0101-8150-0-5800-0000-8110-000 | 1,152.50 |
| 违68 | 00312659 | V68019025 | CLARK SECURITY PRODUCTS | 12/16/21 | MW | 0101-8150-0-4500-0000-8110-000 | 4,129.09 |
| 68 | 00312660 | V68019394 | COASTAL BLUE | 12/16/21 | MW | 0101-8150-0-4500-0000-8110-000 | 530.45 |
| 68 | 00312661 | V68147693 | COMPLETE OFFICE OF CA | 12/16/21 | MW | 0101-0000-0-4500-0000-7690-000 | 81.43 |
| 68 | 00312662 | V68116608 | COMPREHENSIVE DRUG TESTING | 12/16/21 | MW | 0101-0730-0-5800-1110-3600-000 | 610.32 |
| 68 | 00312663 | V68027192 | CONSOLIDATED ELECTRICAL DISTR | 12/16/21 | MW | 0101-8150-0-4500-0000-8110-000 | 9,790.29 |
| 68 | 00312664 | V68119525 | CUNNINGHAM, CHADWICK | 12/16/21 | MW | 0101-1102-0-5212-1160-1000-000 | 81.76 |
| 68 | 00312665 | V68147214 | DANIELS TIRE SERVICE INC | 12/16/21 | MW | 0101-0730-0-4600-1110-3600-000 | 9,549.29 |
| 68 | 00312666 | V68105883 | DAVE BANG ASSOCIATES INC | 12/16/21 | MW | 0101-8150-0-4500-0000-8110-000 | 797.35 |
| 68 | 00312667 | V68117165 | DEMCO | 12/16/21 | MW | 0101-0004-0-4300-1180-2420-003 | 122.82 |
| 68 | 00312668 | V68026001 | DENAULT S HARDWARE | 12/16/21 | MW | 0101-8150-0-4500-0000-8110-000 | 488.27 |
| 68 | 00312669 | V68026562 | DEWEYS HOME APPLIANCES | 12/16/21 | MW | 0101-8150-0-4500-0000-8110-000 | 140.02 |
| 68 | 00312670 | V68009300 | DICK BLICK WEST | 12/16/21 | MW | 0101-0002-0-4300-1140-1000-001 | 469.13 |
| 68 | 00312671 | V68028500 | DUNN-EDWARDS CORP | 12/16/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,606.23 |
| $\bigcirc 68$ | 00312672 | V68063693 | E STEWART AND ASSOCIATES INC | 12/16/21 | MW | 0101-0000-0-5605-0000-8220-000 | 12,025.00 |
| $\bigcirc$ | 00312673 | V68156203 | EKC ENTERPRISES INC | 12/16/21 | MW | 0101-8150-0-4405-0000-8110-000 | 2,991.54 |
| $\bigcirc 68$ | 00312674 | V68152906 | ELITE SHEET METAL INC | 12/16/21 | MW | 0101-8150-0-5605-0000-8110-000 | 3,540.00 |

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| －${ }^{\text {¢ }}$ | 00312675 | V68160067 | ETNIRE，STACEY | 12／16／21 | MW | 0101－6500－0－5213－5760－1110－000 | 188.16 |
| $\omega{ }_{68}$ | 00312676 | V68154409 | EWING IRRIGATION PRODUCTS INC | 12／16／21 | MW | 0101－0000－0－4500－0000－8220－000 | 3，180．64 |
| 68 | 00312677 | V68152838 | FASTECH | 12／16／21 | MW | 0101－0724－0－5605－5001－3600－000 | 850.00 |
| 68 | 00312678 | V68155629 | FERGUSON ENTERPRISES INC． | 12／16／21 | MW | 0101－0400－0－4405－0000－8110－026 | 2，615．95 |
| 68 | 00312678 | V68155629 | FERGUSON ENTERPRISES INC． | 12／16／21 | MW | 0101－8150－0－4500－0000－8110－000 | 2，469．06 |
| 68 | 00312679 | V68151472 | FITZHUGH，MARLENE | 12／16／21 | MW | 0101－0790－0－5213－4760－2100－000 | 9.52 |
| 68 | 00312680 | V68165601 | FORESIDE MANAGEMENT COMPANY | 12／16／21 | MW | 0101－0000－0－5800－0000－3140－000 | 16，838．53 |
| 68 | 00312681 | V68147738 | GOVERNMENT FINANCIAL STRATEGIE | 12／16／21 | MW | 0101－0000－0－5800－0000－7300－000 | 1，666．50 |
| 68 | 00312681 | V68147738 | GOVERNMENT FINANCIAL STRATEGIE | 12／16／21 | MW | 0101－0900－0－5800－0000－6003－000 | 858.50 |
| 68 | 00312682 | V68161716 | GUSTAFSON，KAYLIE | 12／16／21 | MW | 0101－6500－0－5213－5001－3150－000 | 145.38 |
| 68 | 00312682 | V68161716 | GUSTAFSON，KAYLIE | 12／16／21 | MW | 0101－6500－0－5212－5760－1190－000 | 224.78 |
| 68 | 00312683 | V68156071 | HEALY，JEROME | 12／16／21 | MW | 0101－1102－0－5212－1160－1000－000 | 13.44 |
| 68 | 00312684 | V68150200 | HUDL | 12／16／21 | MW | 0101－1100－0－4300－1140－4200－006 | 16，662．67 |
| 㚻68 | 00312685 | V68152498 | HUNKER，WILLIAM | 12／16／21 | MW | 0101－1102－0－5212－1160－1000－000 | 99.68 |
| 百68 | 00312686 | V68165743 | KEITHLY，MEGAN | 12／16／21 | MW | 0101－6500－0－5213－5001－2100－000 | 7.84 |
| ${ }_{\square}^{\square} 68$ | 00312687 | V68100891 | KERINS，TRACY | 12／16／21 | MW | 0101－6500－0－5213－5001－3150－000 | 7.28 |
| 苍68 | 00312688 | V68165738 | LEE，EVELYN | 12／16／21 | MW | 0101－1102－0－5212－1160－1000－000 | 105.28 |
| ${ }_{68}$ | 00312689 | V68156256 | Logan River Academy | 12／16／21 | MW | 0101－6500－0－5803－5760－1180－000 | 837.36 |
| 68 | 00312689 | V68156256 | Logan River Academy | 12／16／21 | MW | 0101－6512－0－5104－5760－1180－000 | 2，477．93 |
| 68 | 00312689 | V68156256 | Logan River Academy | 12／16／21 | MW | 0101－6512－0－5104－5760－3120－000 | 1，411．54 |
| 68 | 00312690 | V68146816 | MARTINEZ，ROBERTO OR CHRISTINA | 12／16／21 | MW | 0101－0724－0－5800－5001－3600－000 | 107.52 |
| 68 | 00312691 | V68164123 | MCHUGH，CATHERINE | 12／16／21 | MW | 0101－6500－0－5212－5760－1190－000 | 85.12 |
| 68 | 00312692 | V68066570 | ORANGE COUNTY DEPT OF EDUC | 12／16／21 | MW | 0101－6500－0－7142－5760－9200－000 | 197，303．16 |
| 68 | 00312693 | V68108571 | ORANGE COUNTY DEPT OF EDUCAT | 12／16／21 | MW | 0101－5640－0－5800－0000－2100－000 | 1，201．31 |
| 68 | 00312694 | V68158675 | ORTEGA－SANCHEZ，CLAUDIA | 12／16／21 | MW | 0101－0790－0－5213－4760－2100－000 | 36.96 |
| 68 | 00312695 | V68154724 | PINNACLE PETROLEUM INC | 12／16／21 | MW | 0101－8150－0－4500－0000－8230－000 | 23，959．94 |
| 68 | 00312696 | V68150715 | PORTVIEW PREPARATORY INC | 12／16／21 | MW | 0101－6500－0－5102－5760－3120－000 | 3，600．00 |
| 68 | 00312697 | V68154586 | REYES，MARIA | 12／16／21 | MW | 0101－1102－0－5212－1160－1000－000 | 20.72 |
| 68 | 00312698 | V68151433 | SALGADO，DAVID \＆ALISON | 12／16／21 | MW | 0101－0724－0－5800－5001－3600－000 | 73.92 |
| － 68 | 00312699 | V68140082 | SAN DIEGO COUNTY OFFICE OF ED | 12／16／21 | MW | 0101－0000－0－5216－0000－7300－000 | 25.00 |
| － 68 | 00312700 | V68078255 | SAN DIEGO GAS \＆ELECTRIC | 12／16／21 | MW | 0101－0000－0－5500－0000－8200－000 | 63，100．44 |
| $\stackrel{\sim}{\infty} 68$ | 00312701 | V68079190 | SANTA MARGARITA WATER DISTRICT | 12／16／21 | MW | 0101－0000－0－5500－0000－8200－000 | 2，548．42 |

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| $\bigcirc$ | 00312702 | V68151087 | SANTOKE, MAHFRIN | 12/16/21 | MW | 0101-1102-0-5212-1160-1000-000 | 70.00 |
| $\omega{ }_{68}$ | 00312703 | V68156789 | SHAMI, WASIF | 12/16/21 | MW | 0101-0724-0-5800-5001-3600-000 | 315.17 |
| 68 | 00312704 | V68083350 | SMART \& FINAL **SCHOOL SITES** | 12/16/21 | MW | 0101-0400-0-4500-0000-2700-029 | 136.14 |
| 68 | 00312704 | V68083350 | SMART \& FINAL **SCHOOL SITES** | 12/16/21 | MW | 0101-0400-0-4300-1130-1000-055 | 89.07 |
| 68 | 00312704 | V68083350 | SMART \& FINAL **SCHOOL SITES** | 12/16/21 | MW | 0101-3555-0-4300-3800-1000-018 | 127.13 |
| 68 | 00312705 | V68152565 | SNAP ON INCORPORATED | 12/16/21 | MW | 0101-0730-0-4600-1110-3600-000 | 306.67 |
| 68 | 00312706 | V68143011 | SOUTH COAST WATER DISTRICT | 12/16/21 | MW | 0101-0000-0-5500-0000-8200-000 | 9,845.59 |
| 68 | 00312707 | V68148172 | SOUTHERN COUNTIES LUBRICANTS L | 12/16/21 | MW | 0101-0730-0-4600-1110-3600-000 | 685.29 |
| 68 | 00312707 | V68148172 | SOUTHERN COUNTIES LUBRICANTS L | 12/16/21 | MW | 0101-0724-0-4600-5001-3600-000 | 685.30 |
| 68 | 00312708 | V68115461 | TALILI, MAILUMAI | 12/16/21 | MW | 0101-3410-0-5212-5760-1190-000 | 204.96 |
| 68 | 00312709 | V68152756 | TICE, RUTH | 12/16/21 | MW | 0101-6500-0-5212-5760-1190-000 | 55.44 |
| 68 | 00312710 | V68165509 | VISTA CENTER FOR THE BLIND \& V | 12/16/21 | MW | 0101-6500-0-5810-5760-1190-000 | 4,800.00 |
| 68 | 00312711 | V68110273 | WATERLINES TECHNOLOGIES INC | 12/16/21 | MW | 0101-8150-0-4500-0000-8110-000 | 8,495.34 |
| 䓅68 | 00312712 | V68057505 | WENTZEL, KORY | 12/16/21 | MW | 0101-1102-0-5212-1160-1000-000 | 97.44 |
|  | 00312713 | V68165739 | WHITESELL, MACY | 12/16/21 | MW | 0101-1102-0-5212-1160-1000-000 | 80.08 |
| ${ }_{\square}^{\text {ora }} 68$ | 00312714 | V68104710 | YMCA OF ORANGE COUNTY | 12/16/21 | MW | 0101-3210-0-5800-1110-1000-000 | 40,991.75 |
| 迷68 | 00312716 | V68163031 | AIDA ALLEN-ROTELL | 12/17/21 | MW | 0101-3010-0-5800-0000-2140-000 | 900.00 |
| 68 | 00312717 | V68150006 | BEACON DAY SCHOOL | 12/17/21 | MW | 0101-6500-0-5102-5760-1180-000 | 8,673.05 |
| 68 | 00312718 | V68148544 | BIOMEDICAL WASTE DISPOSAL | 12/17/21 | MW | 0101-0000-0-5800-0000-8310-000 | 99.00 |
| 68 | 00312719 | V68108776 | BOGNAR, CATHERINE M. | 12/17/21 | MW | 0101-6500-0-5213-5001-3120-000 | 3.36 |
| 68 | 00312720 | V68123700 | BSN SPORTS | 12/17/21 | MW | 0101-1100-0-4300-1140-4200-001 | 4,778.50 |
| 68 | 00312721 | V68146061 | BUCKMAN, JENNIFER | 12/17/21 | MW | 0101-6500-0-5212-5760-1130-000 | 11.20 |
| 68 | 00312722 | V68157122 | BULLOCKUS, JUDY | 12/17/21 | MW | 0101-0000-0-5216-0000-7110-000 | 209.23 |
| 68 | 00312723 | V68152833 | BURRIS, RYAN K | 12/17/21 | MW | 0101-0000-0-5216-0000-7180-000 | 1,512.88 |
| 68 | 00312724 | V68155633 | CENTAR INDUSTRIES INC | 12/17/21 | MW | 0101-8150-0-4500-0000-8110-000 | 779.37 |
| 68 | 00312725 | V68118918 | CHEFS TOYS | 12/17/21 | MW | 0101-3555-0-4300-3800-1000-018 | 384.28 |
| 68 | 00312726 | V68166039 | COLLISON, KEYOSHA | 12/17/21 | MW | 0101-0004-0-4200-1180-2420-087 | 21.00 |
| 68 | 00312727 | V68022310 | COUNTY OF ORANGE - WASTE MNGT | 12/17/21 | MW | 0101-0000-0-5500-0000-8200-000 | 588.88 |
| 68 | 00312728 | V68161758 | CRYSTAL BEJARANO DBA CONNECT4K | 12/17/21 | MW | 0101-6500-0-5815-5001-3120-000 | 2,800.00 |
| O68 | 00312729 | V68151317 | DEWALD, NICHOLAS | 12/17/21 | MW | 0101-6500-0-5212-5760-1130-000 | 50.40 |
| $\bigcirc 68$ | 00312730 | V68155694 | EBEL, SETH AND VANESSA | 12/17/21 | MW | 0101-3311-0-5800-5760-1190-000 | 150.00 |
| $\xrightarrow[\infty]{ } 68$ | 00312731 | V68073437 | GANAHL LUMBER CO | 12/17/21 | MW | 0101-8150-0-4500-0000-8110-000 | 640.29 |

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| $\stackrel{\square}{7} 68$ | 00312732 | V68163654 | GATEWAY EDUCATION HOLDING LLC | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-002 | 104.94 |
| ${ }_{68}$ | 00312732 | V68163654 | GATEWAY EDUCATION HOLDING LLC | 12/17/21 | MW | 0101-3555-0-4200-3800-1000-005 | 2,617.98 |
| 68 | 00312733 | V68148654 | HAMPTON, CLARK | 12/17/21 | MW | 0101-0000-0-5213-0000-7520-000 | 69.44 |
| 68 | 00312734 | V68166032 | HARVEST, JENI | 12/17/21 | MW | 0101-6500-0-5213-5001-3120-000 | 34.16 |
| 68 | 00312735 | V68151531 | HD SUPPLY CONSTRUCTION AND | 12/17/21 | MW | 0101-0000-0-4500-0000-8220-000 | 210.63 |
| 68 | 00312736 | V68147116 | HD SUPPLY FACILITIES MAINTENAN | 12/17/21 | MW | 0101-0000-0-4500-0000-8210-000 | 408.43 |
| 68 | 00312736 | V68147116 | HD SUPPLY FACILITIES MAINTENAN | 12/17/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,512.43 |
| 68 | 00312737 | V68154276 | HERITAGE WINDOW COVERING | 12/17/21 | MW | 0101-8150-0-5605-0000-8110-000 | 895.00 |
| 68 | 00312738 | V68159473 | HERNANDEZ, TELLO | 12/17/21 | MW | 0101-8150-0-5213-0000-8110-000 | 15.68 |
| 68 | 00312739 | V68041995 | HOUGHTON MIFFLIN HARCOURT PUBL | 12/17/21 | MW | 0101-6300-0-4140-1110-1000-000 | 4,365.86 |
| 68 | 00312740 | V68046445 | JOHNSTONE SUPPLY SANTA ANA | 12/17/21 | MW | 0101-8150-0-4500-0000-8110-000 | 1,771.31 |
| 68 | 00312741 | V68150150 | KULEK, JULIE | 12/17/21 | MW | 0101-6500-0-5213-5001-3150-000 | 14.34 |
| 68 | 00312741 | V68150150 | KULEK, JULIE | 12/17/21 | MW | 0101-6500-0-5212-5760-1190-000 | 21.50 |
| $\xrightarrow{\times 8}$ | 00312742 | V68146751 | LACHEMANN, DINA | 12/17/21 | MW | 0101-6500-0-5212-5760-1190-000 | 46.48 |
| ${ }^{1} 68$ | 00312743 | V68110299 | LAUBACH, LYNELLE | 12/17/21 | MW | 0101-6500-0-5213-5001-3150-000 | 10.52 |
| $\stackrel{0}{=} 68$ | 00312743 | V68110299 | LAUBACH, LYNELLE | 12/17/21 | MW | 0101-6500-0-5212-5760-1190-000 | 15.80 |
| 迷68 | 00312744 | V68104580 | LAWSON PRODUCTS INC | 12/17/21 | MW | 0101-8150-0-4500-0000-8110-000 | 395.66 |
| 68 | 00312745 | V68143562 | LIBERTY PAPER | 12/17/21 | MW | 0101-0000-0-9321-0000-0000-000 | 26,700.45 |
| 68 | 00312746 | V68101736 | MCMORRAN-MAUS, KRISTA | 12/17/21 | MW | 0101-3315-0-5213-5730-3150-000 | 31.92 |
| 68 | 00312746 | V68101736 | MCMORRAN-MAUS, KRISTA | 12/17/21 | MW | 0101-3386-0-5213-5710-3150-000 | 95.76 |
| 68 | 00312747 | V68151815 | MCNICHOLAS, MARTHA | 12/17/21 | MW | 0101-0000-0-5216-0000-7110-000 | 169.26 |
| 68 | 00312748 | V68105874 | MEDCO SUPPLY | 12/17/21 | MW | 0101-1100-0-4300-1140-4200-004 | 62.84 |
| 68 | 00312749 | V68142582 | MESA GOLF CARTS | 12/17/21 | MW | 0101-8150-0-5605-0000-8110-000 | 854.27 |
| 68 | 00312750 | V68040147 | MOBILE COMMUNICATION REPAIR | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-063 | 860.92 |
| 68 | 00312750 | V68040147 | MOBILE COMMUNICATION REPAIR | 12/17/21 | MW | 0101-8150-0-5605-0000-8110-000 | 1,615.66 |
| 68 | 00312751 | V68061270 | MOULTON NIGUEL WATER | 12/17/21 | MW | 0101-0000-0-5500-0000-8200-000 | 1,306.89 |
| 68 | 00312752 | V68028870 | OFFICE DEPOT | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-001 | 41.88 |
| 68 | 00312752 | V68028870 | OFFICE DEPOT | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-001 | 125.62 |
| 68 | 00312752 | V68028870 | OFFICE DEPOT | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-004 | 69.19 |
| $\pm 68$ | 00312752 | V68028870 | OFFICE DEPOT | 12/17/21 | MW | 0101-0002-0-4500-1140-2700-004 | 69.20 |
| - 68 | 00312752 | V68028870 | OFFICE DEPOT | 12/17/21 | MW | 0101-6500-0-4500-5001-2100-000 | 263.32 |
| $\stackrel{\square}{\infty}$ | 00312753 | V68152589 | PAI, FERRIS | 12/17/21 | MW | 0101-3315-0-5213-5730-3140-000 | 3.72 |

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| - | 00312753 | V68152589 | PAI, FERRIS | 12/17/21 | MW | 0101-6500-0-5213-5760-3140-000 | 42.76 |
| ${ }^{\sim}{ }_{68}$ | 00312754 | V68165343 | QUALITY FENCE CO. INC. | 12/17/21 | MW | 0101-8150-0-5605-0000-8110-000 | 850.00 |
| 68 | 00312755 | V68157069 | REC SOLAR COMMERCIAL CORP | 12/17/21 | MW | 0101-8150-0-4500-0000-8110-000 | 6,859.21 |
| 68 | 00312755 | V68157069 | REC SOLAR COMMERCIAL CORP | 12/17/21 | MW | 0101-8150-0-5605-0000-8110-004 | 721.40 |
| 68 | 00312755 | V68157069 | REC SOLAR COMMERCIAL CORP | 12/17/21 | MW | 0101-8150-0-5605-0000-8110-006 | 3,174.14 |
| 68 | 00312755 | V68157069 | REC SOLAR COMMERCIAL CORP | 12/17/21 | MW | 0101-9449-0-5605-0000-8110-003 | 2,304.50 |
| 68 | 00312756 | V68158600 | RISE INTERPRETING INCORPORATED | 12/17/21 | MW | 0101-6500-0-5110-5760-1190-000 | 9,047.50 |
| 68 | 00312757 | V68161860 | ROSETTA STONE LTD | 12/17/21 | MW | 0101-4203-0-5800-4760-1000-000 | 2,400.00 |
| 68 | 00312758 | V68164774 | S.A.N.E. | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-029 | 1,120.79 |
| 68 | 00312759 | V68079190 | SANTA MARGARITA WATER DISTRICT | 12/17/21 | MW | 0101-0000-0-5500-0000-8200-000 | 3,706.99 |
| 68 | 00312760 | V68063479 | SCHOLASTIC | 12/17/21 | MW | 0101-3010-0-4300-1130-1000-072 | 369.99 |
| 68 | 00312761 | V68059386 | SCHOLASTIC INC | 12/17/21 | MW | 0101-3010-0-4300-1130-1000-072 | 77.09 |
| 68 | 00312762 | V68165655 | SCHOOL SPECIALTY LLC | 12/17/21 | MW | 0101-3212-0-4300-1130-1000-079 | 1,040.70 |
| -1888 | 00312762 | V68165655 | SCHOOL SPECIALTY LLC | 12/17/21 | MW | 0101-6300-0-4140-1110-1000-000 | 1,351.61 |
| 䦽68 | 00312762 | V68165655 | SCHOOL SPECIALTY LLC | 12/17/21 | MW | 0101-6300-0-4300-1110-1000-000 | 137.53 |
| ${ }_{\square}^{\text {a }} 68$ | 00312763 | V68165177 | SEYED FAZELI AND MITRA MALEK | 12/17/21 | MW | 0101-6500-0-5802-5760-1180-000 | 555.52 |
| 苍68 | 00312764 | V68146945 | SIELING, TARA | 12/17/21 | MW | 0101-0000-0-5213-0000-3120-000 | 50.62 |
| 68 | 00312764 | V68146945 | SIELING, TARA | 12/17/21 | MW | 0101-3315-0-5213-5730-3120-000 | 50.63 |
| 68 | 00312764 | V68146945 | SIELING, TARA | 12/17/21 | MW | 0101-6510-0-5213-5710-3120-000 | 25.31 |
| 68 | 00312765 | V68083350 | SMART \& FINAL **SCHOOL SITES** | 12/17/21 | MW | 0101-0002-0-4300-5760-1110-049 | 47.38 |
| 68 | 00312765 | V68083350 | SMART \& FINAL **SCHOOL SITES** | 12/17/21 | MW | 0101-3555-0-4300-3800-1000-025 | 113.40 |
| 68 | 00312765 | V68083350 | SMART \& FINAL **SCHOOL SITES** | 12/17/21 | MW | 0101-6500-0-4300-5760-1110-001 | 15.11 |
| 68 | 00312766 | V68165108 | SMITH, ERIC AND ANGELIA | 12/17/21 | MW | 0101-6500-0-5800-5760-1190-000 | 200.00 |
| 68 | 00312767 | V68108107 | SOLUTION TREE INC | 12/17/21 | MW | 0101-4035-0-5800-0000-2140-000 | 2,060.00 |
| 68 | 00312768 | V68083880 | SOUTH COAST DISTRIBUTING CO | 12/17/21 | MW | 0101-0000-0-4500-0000-8210-000 | 170.03 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0000-0-9321-0000-0000-000 | 7,709.38 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0000-0-4500-0000-7400-000 | 245.59 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0000-0-4500-0000-7690-000 | 22.85 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0000-0-4500-0000-7700-000 | -276.31 |
| O68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-002 | 200.51 |
| ○ 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-003 | 191.29 |
| $\underset{\sim}{ } 68$ | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-004 | 13.36 |

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| - | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-0000-2700-006 | 123.87 |
| ${ }^{\text {c }}{ }_{68}$ | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-006 | 143.87 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-027 | -98.88 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-063 | 17.25 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-069 | 34.54 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-083 | 8.69 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-084 | 51.04 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-085 | 47.69 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-050 | 250.41 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-052 | 32.26 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-054 | 20.28 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-055 | 187.82 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-056 | 133.22 |
| ${ }^{\text {T80 }} 68$ | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-059 | 3.97 |
| 百68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-061 | 59.77 |
| $\stackrel{\square}{=} 68$ | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-063 | 17.25 |
| 迹68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-064 | 50.65 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-065 | 34.33 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-068 | 370.97 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-069 | 145.83 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-071 | 106.89 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-074 | 151.19 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-075 | 39.96 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-076 | 41.40 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-080 | 155.84 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-081 | 288.44 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-083 | 26.08 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-084 | 88.76 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-086 | 7.53 |
| - 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-087 | 2.14 |
| - 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1130-1000-089 | 22.28 |
| $\underset{\infty}{ }{ }^{-1}$ | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-002 | 601.53 |

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| - | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-003 | 196.88 |
| $\omega{ }_{68}$ | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-023 | 152.52 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-024 | 278.86 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-025 | 12.23 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-026 | 51.76 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-028 | 74.60 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-030 | 146.00 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-032 | 186.73 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-3200-1000-018 | 54.91 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-033 | -31.26 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1140-1000-033 | -125.03 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-1110-1000-072 | 86.91 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0002-0-4300-5760-1110-049 | 24.46 |
| (1968 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0400-0-4300-1130-1000-055 | 138.12 |
| ${ }^{1} 68$ | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0400-0-4300-1130-1000-067 | 26.28 |
| $\stackrel{0}{=} 68$ | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-0400-0-4300-1130-1000-087 | 59.83 |
| 迷68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-1102-0-4300-1160-1000-000 | 15.25 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-3010-0-4500-0000-2700-082 | 230.84 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-3010-0-4300-1110-1000-053 | 114.46 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-3010-0-4400-1110-1000-059 | 36.52 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-3010-0-4300-1110-1000-061 | 79.36 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-3010-0-4300-1110-1000-072 | 74.47 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-3010-0-4300-1110-1000-079 | 68.69 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-3010-0-4300-1110-1000-082 | 765.29 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-3010-0-4300-1110-1000-073 | 280.24 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-3010-0-4300-1110-1000-075 | 102.49 |
| 68 | 00312770 | V68084770 | SOUTHWEST SCHOOL \& OFFICE SUPP | 12/17/21 | MW | 0101-6300-0-4300-1110-1000-000 | 108.40 |
| 68 | 00312771 | V68084800 | SPARKLETTS | 12/17/21 | MW | 0101-0002-0-4500-0000-2700-052 | 16.92 |
| 68 | 00312771 | V68084800 | SPARKLETTS | 12/17/21 | MW | 0101-0002-0-4300-3300-1000-019 | 10.92 |
| $\bigcirc 68$ | 00312772 | V68071316 | STENHOUSE PUBLISHERS | 12/17/21 | MW | 0101-3010-0-4300-1110-1000-054 | 374.97 |
| 웅 68 | 00312772 | V68071316 | STENHOUSE PUBLISHERS | 12/17/21 | MW | 0101-3010-0-4400-1130-1000-073 | 1,148.64 |
| $\bigcirc 68$ | 00312773 | V68165971 | STONE MUSIC SUPPLY LLC | 12/17/21 | MW | 0101-1102-0-5600-1160-1000-000 | 9.69 |

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| \% 68 | 00312774 | V68163584 | THE CHILDREN'S SCHOOL INC. | 12/17/21 | MW | 0101-6500-0-5802-5760-1180-000 | 15,075.00 |
| ${ }_{6}$ | 00312774 | V68163584 | THE CHILDREN'S SCHOOL INC. | 12/17/21 | MW | 0101-6500-0-5102-5760-3110-000 | 1,200.00 |
| 68 | 00312775 | V68159532 | THERAPY TRAVELERS LLC | 12/17/21 | MW | 0101-3315-0-5101-5730-3150-000 | 2,897.50 |
| 68 | 00312775 | V68159532 | THERAPY TRAVELERS LLC | 12/17/21 | MW | 0101-6500-0-5800-5001-2100-000 | 2,450.00 |
| 68 | 00312775 | V68159532 | THERAPY TRAVELERS LLC | 12/17/21 | MW | 0101-6500-0-5101-5001-3120-000 | 13,248.00 |
| 68 | 00312775 | V68159532 | THERAPY TRAVELERS LLC | 12/17/21 | MW | 0101-6500-0-5101-5001-3150-000 | 8,692.50 |
| 68 | 00312775 | V68159532 | THERAPY TRAVELERS LLC | 12/17/21 | MW | 0101-6500-0-5101-5760-1190-000 | 17,385.00 |
| 68 | 00312775 | V68159532 | THERAPY TRAVELERS LLC | 12/17/21 | MW | 0101-6500-0-5101-5760-3110-000 | 9,476.05 |
| 68 | 00312776 | V68149218 | VEX ROBOTICS INC | 12/17/21 | MW | 0101-3555-0-4300-3800-1000-028 | 275.14 |
| 68 | 00312777 | V68150987 | VILCEK, JULIE | 12/17/21 | MW | 0101-6500-0-5212-5760-1190-000 | 48.72 |
| 68 | 00312778 | V68146230 | WESTERN PUMP INC | 12/17/21 | MW | 0101-8150-0-5605-0000-8110-000 | 16,000.00 |
| 68 | 00312779 | V68102997 | WIEDEMAN, LORI | 12/17/21 | MW | 0101-3410-0-5212-5760-1190-000 | 125.00 |
| 68 | 00312797 | V68158799 | 4IMPRINT INC. | 12/20/21 | MW | 0101-0400-0-4500-0000-2700-054 | 401.29 |
| $\xrightarrow{\square}$ | 00312798 | V68155207 | 5M CONTRACTING INC | 12/20/21 | MW | 0101-8150-0-5605-0000-8110-064 | 2,457.63 |
| 廹68 | 00312799 | V68152532 | ADVANTAGE WEST INVESTMENT ENTE | 12/20/21 | MW | 0101-0000-0-4405-0000-8210-000 | 912.17 |
| ${ }_{\square}^{\square} 68$ | 00312799 | V68152532 | ADVANTAGE WEST INVESTMENT ENTE | 12/20/21 | MW | 0101-0000-0-4405-0000-8210-004 | 6,264.80 |
| 逪68 | 00312800 | V68161421 | ATKINSON, GABE SMITH AND CAROL | 12/20/21 | MW | 0101-0724-0-5800-5001-3600-000 | 326.14 |
| 68 | 00312801 | V68165008 | AUDUSSEAU, LOIC | 12/20/21 | MW | 0101-0724-0-5800-5001-3600-000 | 332.64 |
| 68 | 00312802 | V68049767 | BENS ASPHALT | 12/20/21 | MW | 0101-8150-0-5605-0000-8110-000 | 1,500.00 |
| 68 | 00312802 | V68049767 | BENS ASPHALT | 12/20/21 | MW | 0101-8150-0-5605-0000-8110-027 | 71,120.00 |
| 68 | 00312803 | V68164046 | BOHR, CASSANDRA OR PATRICK | 12/20/21 | MW | 0101-0724-0-5800-5001-3600-000 | 1,209.60 |
| 68 | 00312804 | V68166012 | BUICH, IVAN T. | 12/20/21 | MW | 0101-0000-0-8699-0000-0000-000 | 77.26 |
| 68 | 00312805 | V68150469 | COMPREHENSIVE COLLEGE PREP INC | 12/20/21 | MW | 0101-4510-0-5810-1110-1000-000 | 1,057.50 |
| 68 | 00312806 | V68165031 | FIGUEREDO, AMIRA OR ALFREDO | 12/20/21 | MW | 0101-0724-0-5800-5001-3600-000 | 248.64 |
| 68 | 00312807 | V68165754 | FRAZER, DANIELLE OR ROBERT | 12/20/21 | MW | 0101-0724-0-5800-5001-3600-000 | 200.70 |
| 68 | 00312808 | V68073437 | GANAHL LUMBER CO | 12/20/21 | MW | 0101-8150-0-4500-0000-8110-000 | 184.17 |
| 68 | 00312809 | V68166048 | GRISTOCK, JORDAN | 12/20/21 | MW | 0101-5640-0-5216-5001-3150-000 | 399.00 |
| 68 | 00312810 | V68117987 | HAESE \& HARRIS PUBLICATIONS | 12/20/21 | MW | 0101-6300-0-4150-1140-1000-000 | 1,865.76 |
| 68 | 00312811 | V68158468 | HAMPTON RESEARCH CORP. | 12/20/21 | MW | 0101-6388-0-4300-3800-1000-001 | 189.56 |
| $\bigcirc 68$ | 00312812 | V68083487 | HAWTHORNE EDUCATIONAL SERVICES | 12/20/21 | MW | 0101-6500-0-4500-5001-3120-000 | 897.56 |
| 앙 68 | 00312813 | V68106528 | HAYES, COLLEEN | 12/20/21 | MW | 0101-0000-0-5216-0000-7150-000 | 249.41 |
| $\underset{\sim}{\infty} 68$ | 00312814 | V68164178 | HENRIQUEZ, BRIAN | 12/20/21 | MW | 0101-0724-0-5800-5001-3600-000 | 448.45 |

CAPISTRANO USD
Consolidated Check Register w．Account from 11／16／2021 to 12／20／2021
Check Amount
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235.99
286.19
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\hline V68154276 \& HERITAGE WINDOW COVERING <br>
V68041995 \& HOUGHTON MIFFLIN HARCOURT PUBL <br>
V68154526 \& IMAGE APPAREL FOR BUSINESS INC <br>
V68153069 \& INSTITUTE FOR MULTI－SENSORY ED <br>
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V68145213 \& INTERNATIONAL BACCALAUREATE OR <br>
V68152617 \& JARVIS，ANDREW OR ROSEMARIE <br>
V68046445 JOHNSTONE SUPPLY SANTA ANA <br>
V68155669 \& JUNIOR LIBRARY GUILD <br>
V68166038 \& KATJON LLC DBA FLUIDSECURE <br>
V68062513 \& KELLY PAPER COMPANY <br>
V68165687 \& KENCO FIRE EQUIPMENT INC． <br>
V68165263 \& LAGUNA NIGUEL GMC \＆CADILLAC O <br>
V68104580 \& LAWSON PRODUCTS INC <br>
V68149587 \& LEARNING A－Z <br>
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V68160108 \& LINGO TRAIN LLC <br>
V68118980 \& LOCAL JANITORIAL \＆VACUUM <br>
V68118980 \& LOCAL JANITORIAL \＆VACUUM <br>
V68145631 \& MARBLESOFT LLC DBA KEYGUARD AS <br>
V68161181 \& MICHAELS，NICK <br>
V68159116 \& MILLER，RYAN OR ANEES <br>
V68157565 \& MYERS，MICHAEL <br>
V68159960 \& NELSON，DANIELLE OR MARCUS <br>
V68156290 \& PATTERSON，JACQUELINE OR PATRI <br>
V68154554 \& STALKER，CLINT OR GINA <br>
V68160874 \& TALMICH，SHALANE OR GABRIEL <br>
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V68152617 \& JARVIS，ANDREW OR ROSEMARIE <br>
V68046445 JOHNSTONE SUPPLY SANTA ANA <br>
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| $12 / 20 / 21$ | 12／20／21 MW 0101－8150－0－4500－0000－8230－000 MW 0101－0730－0－4600－1110－3600－000 MW 0101－0002－0－4300－1140－1000－022 0101－0400－0－5800－1130－1000－071 SS0－000I－0ELI－00Et－0－0L0E－IOLO 0101－3010－0－5810－1110－1000－054

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CAPISTRANO USD
Consolidated Check Register w. Account
from 11/16/2021 to 12/20/2021
ck Amount
71.49
$244,425.00$
$38,157.00$
63.47
$282,716.96$
CAPISTRANO USD
Consolidated Check Register w. Account
from 11/16/2021 to 12/20/2021

CAPISTRANO USD
Consolidated Check Register w. Account from 11/16/2021 to 12/20/2021
Check Amount

| 11/17/21 | MW | 1313-5310-0-5672-0000-3700-022 | 2,746.63 |
| :---: | :---: | :---: | :---: |
| 11/17/21 | MW | 1313-9700-0-9651-0000-0000-000 | 72.65 |
| 11/17/21 | MW | 1313-9700-0-9652-0000-0000-025 | 50.00 |
| 11/17/21 | MW | 1313-5310-0-4717-0000-3700-000 | 6,077.70 |
| 11/17/21 | MW | 1313-5310-0-5671-0000-3700-000 | 1,782.02 |
| 11/17/21 | MW | 1313-9700-0-9651-0000-0000-000 | 83.75 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-000 | 392.45 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-024 | 2,304.30 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-025 | 1,635.25 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-026 | 1,671.95 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-028 | 1,860.00 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-029 | 2,312.75 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-031 | 801.45 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-033 | 441.75 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-000 | 829.50 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-006 | 34.00 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-021 | 3,833.50 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-022 | 1,632.00 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-023 | 2,074.00 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-027 | 1,700.00 |
| 11/19/21 | MW | 1313-5310-0-4711-0000-3700-030 | 1,453.50 |
| 11/19/21 | MW | 1313-5310-0-5671-0000-3700-000 | 340.00 |
| 11/19/21 | MW | 1313-5310-0-4714-0000-3700-000 | 965.20 |
| 11/19/21 | MW | 1313-5310-0-4716-0000-3700-000 | 1,147.53 |
| 11/23/21 | MW | 1313-5310-0-4715-0000-3700-000 | 2,257.20 |
| 11/23/21 | MW | 1313-9700-0-9652-0000-0000-026 | 47.50 |
| 11/23/21 | MW | 1313-5310-0-4717-0000-3700-000 | 6,077.70 |
| 11/23/21 | MW | 1313-5310-0-5900-0000-3700-000 | 458.59 |
| 11/23/21 | MW | 1313-5310-0-5671-0000-3700-000 | 1,718.00 |
| 11/23/21 | MW | 1313-5310-0-5671-0000-3700-000 | 1,857.23 |
| 12/01/21 | MW | 1313-5310-0-9519-0000-0000-000 | 5,000.00 |
| 12/01/21 | MW | 1313-5310-0-9519-0000-0000-000 | 1,248.47 |

CAPISTRANO USD
Consolidated Check Register w．Account

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| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\bigcirc$ | 00312007 | V68102018 | SYSCO RIVERSIDE INC． | 12／01／21 | MW | 1313－5310－0－9519－0000－0000－000 | 1，176．01 |
| $\omega{ }_{68}$ | 00312008 | V68144966 | THE PLATINUM PACKAGING GROUP | 12／01／21 | MW | 1313－5310－0－9519－0000－0000－000 | 3，630．43 |
| 68 | 00312009 | V68130073 | SMART \＆FINAL | 12／01／21 | MW | 1313－5310－0－9519－0000－0000－000 | 79.39 |
| 68 | 00312271 | V68165751 | AGHA－ASKARI，FARIBA | 12／08／21 | MW | 1313－5310－0－9519－0000－0000－000 | 107.52 |
| 68 | 00312272 | V68165482 | AMERICAN WEST RESTAURANT GROUP | 12／08／21 | MW | 1313－5310－0－9519－0000－0000－000 | 9，774．50 |
| 68 | 00312273 | V68165981 | BENZAN，MICHELLE | 12／08／21 | MW | 1313－9700－0－9653－0000－0000－006 | 42.00 |
| 68 | 00312274 | V68145318 | BRINKS INC． | 12／08／21 | MW | 1313－5310－0－9519－0000－0000－000 | 249.65 |
| 68 | 00312275 | V68165954 | BROWN，ANNA | 12／08／21 | MW | 1313－9700－0－9651－0000－0000－000 | 11.50 |
| 68 | 00312276 | V68165975 | CARBONE，MICHELLE | 12／08／21 | MW | 1313－9700－0－9653－0000－0000－001 | 36.10 |
| 68 | 00312277 | V68165985 | COLESWORTHY，CAROLINE | 12／08／21 | MW | 1313－9700－0－9651－0000－0000－000 | 49.00 |
| 68 | 00312278 | V68165989 | DEY，HEATHER | 12／08／21 | MW | 1313－9700－0－9651－0000－0000－000 | 36.25 |
| 68 | 00312279 | V68130403 | DOMINOS PIZZA | 12／08／21 | MW | 1313－5310－0－9519－0000－0000－000 | 10，047．50 |
| 68 | 00312280 | V68165990 | DUNHAM，JENNIFER | 12／08／21 | MW | 1313－9700－0－9653－0000－0000－003 | 129.01 |
| 艾68 | 00312281 | V68165973 | ESCAMILLA，JESSICA | 12／08／21 | MW | 1313－9700－0－9651－0000－0000－000 | 122.50 |
| 嫁 | 00312282 | V68153318 | FOOD SAFETY SYSTEMS | 12／08／21 | MW | 1313－5310－0－9519－0000－0000－000 | 10，325．00 |
| ${ }_{\square}^{\text {a }} 68$ | 00312283 | V68165982 | GHAZI，HALEH | 12／08／21 | MW | 1313－9700－0－9653－0000－0000－002 | 45.75 |
| 违68 | 00312284 | V68160497 | GRIM，MONICA | 12／08／21 | MW | 1313－9700－0－9653－0000－0000－005 | 46.50 |
| 68 | 00312285 | V68165955 | HIRAGA，HANH | 12／08／21 | MW | 1313－9700－0－9653－0000－0000－006 | 29.65 |
| 68 | 00312286 | V68165986 | HO，CONNIE | 12／08／21 | MW | 1313－9700－0－9652－0000－0000－022 | 60.75 |
| 68 | 00312287 | V68165991 | HOPSON，BRENDA | 12／08／21 | MW | 1313－9700－0－9651－0000－0000－000 | 29.75 |
| 68 | 00312288 | V68165984 | HUBBARD，STACY | 12／08／21 | MW | 1313－9700－0－9651－0000－0000－000 | 33.25 |
| 68 | 00312289 | V68165988 | MACHIAVERNA，MIKE | 12／08／21 | MW | 1313－9700－0－9651－0000－0000－000 | 39.00 |
| 68 | 00312290 | V68165979 | NGUYEN，NATASHA | 12／08／21 | MW | 1313－9700－0－9653－0000－0000－005 | 34.25 |
| 68 | 00312291 | V68156481 | OLIVER PRODUCTS | 12／08／21 | MW | 1313－5310－0－9519－0000－0000－000 | 1，540．00 |
| 68 | 00312292 | V68153868 | ORANGE COUNTY ACADEMY OF | 12／08／21 | MW | 1313－5310－0－9519－0000－0000－000 | 26，661．70 |
| 68 | 00312293 | V68116688 | P \＆R PAPER SUPPLY COMPANY INC | 12／08／21 | MW | 1313－5310－0－9519－0000－0000－000 | 17，969．15 |
| 68 | 00312294 | V68165998 | PAUL，ASTRID | 12／08／21 | MW | 1313－9700－0－9653－0000－0000－004 | 32.25 |
| 68 | 00312295 | V68165978 | PILON，ANGELA | 12／08／21 | MW | 1313－9700－0－9651－0000－0000－000 | 17.00 |
| 68 | 00312296 | V68155758 | REFRIGERATION CONTROL COMPANY | 12／08／21 | MW | 1313－5310－0－9519－0000－0000－000 | 5，906．68 |
| －688 | 00312297 | V68165977 | ROBERTSON，JESSICA | 12／08／21 | MW | 1313－9700－0－9651－0000－0000－000 | 30.00 |
| ○ 68 | 00312298 | V68165980 | RODRIGUEZ，STEPHANIE | 12／08／21 | MW | 1313－9700－0－9653－0000－0000－005 | 43.25 |
| $\underset{\infty}{ } 68$ | 00312299 | V68165953 | SMITH，SHANNON | 12／08／21 | MW | 1313－9700－0－9653－0000－0000－006 | 104.00 |

CAPISTRANO USD
Consolidated Check Register w. Account
Check Amount

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| $12 / 08 / 21$ | MW | $1313-9700-0-9652-0000-0000-022$ | 230.50 |
| $12 / 08 / 21$ | MW | $1313-5310-0-9519-0000-0000-000$ | 458.59 |
| $12 / 08 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 104.50 |
| $12 / 08 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 74.25 |
| $12 / 08 / 21$ | MW | $1313-9700-0-9652-0000-0000-026$ | 70.94 |
| $12 / 08 / 21$ | MW | $1313-9700-0-9653-0000-0000-002$ | 43.25 |
| $12 / 08 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 39.25 |
| $12 / 08 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 99.00 |
| $12 / 10 / 21$ | MW | $1313-5310-0-9519-0000-0000-000$ | 112.00 |
| $12 / 10 / 21$ | MW | $1313-9700-0-9653-0000-0000-006$ | 21.75 |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-000$ | $2,546.57$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4713-0000-3700-000$ | $31,060.80$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-000$ | $35,333.08$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-001$ | $1,447.85$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-002$ | $1,535.28$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-003$ | $1,680.78$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-004$ | $2,184.29$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-005$ | $1,307.47$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-006$ | $2,141.73$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-018$ | 645.34 |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-021$ | $1,763.11$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-022$ | $1,124.75$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-023$ | $1,294.70$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-024$ | $1,651.77$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-025$ | $1,283.92$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-026$ | 962.79 |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-027$ | $1,430.81$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-028$ | $1,598.08$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-029$ | $1,301.39$ |
| $12 / 10 / 21$ | MW | $1313-5310-0-4711-0000-3700-030$ | 804.31 |
|  |  |  |  |

CAPISTRANO USD
Consolidated Check Register w. Account

| $\stackrel{\text { ¢ }}{\text { ¢ }}$ |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| - | 00312477 | V68130047 | HOLLANDIA DAIRY INC. | 12/10/21 | MW | 1313-5310-0-4711-0000-3700-031 | 523.69 |
| ${ }^{\omega}{ }_{68}$ | 00312477 | V68130047 | HOLLANDIA DAIRY INC. | 12/10/21 | MW | 1313-5310-0-4711-0000-3700-033 | 630.91 |
| 68 | 00312605 | V68166020 | BELLO, REEM | 12/15/21 | MW | 1313-9700-0-9653-0000-0000-006 | 56.00 |
| 68 | 00312605 | V68166020 | BELLO, REEM | 12/15/21 | MW | 1313-9700-0-9652-0000-0000-029 | 45.75 |
| 68 | 00312606 | V68123067 | CALIFORNIA DEPT OF EDUCATION | 12/15/21 | MW | 1313-5310-0-4715-0000-3700-000 | 1,995.00 |
| 68 | 00312607 | V68166011 | CAPTAIN, CHRISTIE | 12/15/21 | MW | 1313-9700-0-9652-0000-0000-022 | 20.00 |
| 68 | 00312608 | V68166026 | CHENG, DAN | 12/15/21 | MW | 1313-9700-0-9652-0000-0000-031 | 17.75 |
| 68 | 00312609 | V68166027 | HANSEN, ELIZABETH | 12/15/21 | MW | 1313-9700-0-9653-0000-0000-006 | 20.75 |
| 68 | 00312610 | V68166025 | KIM, ADRIEL | 12/15/21 | MW | 1313-9700-0-9651-0000-0000-000 | 24.00 |
| 68 | 00312610 | V68166025 | KIM, ADRIEL | 12/15/21 | MW | 1313-9700-0-9652-0000-0000-031 | 9.25 |
| 68 | 00312611 | V68166024 | LINES, TIFFANY | 12/15/21 | MW | 1313-9700-0-9651-0000-0000-000 | 17.25 |
| 68 | 00312612 | V68165752 | MANWARREN, SHIRLEY | 12/15/21 | MW | 1313-5310-0-5213-0000-3700-000 | 58.80 |
| 68 | 00312613 | V68166018 | NEVILLE, AMY | 12/15/21 | MW | 1313-9700-0-9652-0000-0000-023 | 21.25 |
| ${ }^{\text {m68 }}$ | 00312614 | V68166017 | OH, CONNIE | 12/15/21 | MW | 1313-9700-0-9653-0000-0000-006 | 23.00 |
| 百68 | 00312614 | V68166017 | OH, CONNIE | 12/15/21 | MW | 1313-9700-0-9652-0000-0000-029 | 14.75 |
| ${ }_{-}^{\square} 68$ | 00312615 | V68166023 | PICAZO, KRYSTIN | 12/15/21 | MW | 1313-9700-0-9652-0000-0000-022 | 10.85 |
| 芥68 | 00312616 | V68166019 | UDINK, SIMONE | 12/15/21 | MW | 1313-9700-0-9651-0000-0000-000 | 20.25 |
| 68 | 00312617 | V68166016 | XING, XIAOXU | 12/15/21 | MW | 1313-9700-0-9651-0000-0000-000 | 49.75 |
| 68 | 00312783 | V68166044 | ANDRADE, KAREN | 12/17/21 | MW | 1313-9700-0-9651-0000-0000-000 | 20.00 |
| 68 | 00312784 | V68166035 | DRAPER, MARISA | 12/17/21 | MW | 1313-9700-0-9653-0000-0000-004 | 291.74 |
| 68 | 00312785 | V68166042 | KAO, CHI-FENG | 12/17/21 | MW | 1313-9700-0-9653-0000-0000-002 | 276.75 |
| 68 | 00312786 | V68166034 | LORENZEN, BARBARA | 12/17/21 | MW | 1313-9700-0-9652-0000-0000-025 | 678.25 |
| 68 | 00312787 | V68156481 | OLIVER PRODUCTS | 12/17/21 | MW | 1313-5310-0-4717-0000-3700-000 | 6,077.70 |
| 68 | 00312788 | V68166036 | ORRANTE, REBECCA | 12/17/21 | MW | 1313-9700-0-9653-0000-0000-004 | 14.75 |
| 68 | 00312789 | V68162454 | RANK, CHRISTIAN/LINDA | 12/17/21 | MW | 1313-9700-0-9653-0000-0000-005 | 197.05 |
| 68 | 00312789 | V68162454 | RANK, CHRISTIAN/LINDA | 12/17/21 | MW | 1313-9700-0-9652-0000-0000-026 | 165.00 |
| 68 | 00312790 | V68155758 | REFRIGERATION CONTROL COMPANY | 12/17/21 | MW | 1313-5310-0-5671-0000-3700-001 | 634.68 |
| 68 | 00312791 | V68157590 | SHISSLER, COLLEEN AND DAVID | 12/17/21 | MW | 1313-9700-0-9653-0000-0000-002 | 123.55 |
| 68 | 00312792 | V68166037 | SILVERMAN, JENNY | 12/17/21 | MW | 1313-9700-0-9652-0000-0000-022 | 12.25 |
| $\stackrel{\rightharpoonup}{6} 68$ | 00312793 | V68102018 | SYSCO RIVERSIDE INC. | 12/17/21 | MW | 1313-5310-0-4574-0000-3700-000 | 523.81 |
| $\bigcirc$ | 00312793 | V68102018 | SYSCO RIVERSIDE INC. | 12/17/21 | MW | 1313-5310-0-4716-0000-3700-000 | 1,414.28 |
| $\xrightarrow[\infty]{ }{ }^{1}$ | 00312794 | V68157940 | Tolentino, Josephine | 12/17/21 | MW | 1313-5310-0-5213-0000-3700-024 | 12.32 |

CAPISTRANO USD
Consolidated Check Register w. Account
from 11/16/2021 to 12/20/2021

| Check Date Cancel Date Type Account | Check Amount |  |  |
| :--- | :--- | :--- | ---: |
| $12 / 17 / 21$ | MW | $1313-5310-0-5213-0000-3700-027$ | 7.84 |
| $12 / 17 / 21$ | MW | $1313-5310-0-5213-0000-3700-028$ | 6.72 |
| $12 / 17 / 21$ | MW | $1313-5310-0-5213-0000-3700-029$ | 26.88 |
| $12 / 17 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 190.00 |
| $12 / 17 / 21$ | MW | $1313-5310-0-4716-0000-3700-000$ | 40.52 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 143.00 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 334.75 |
| $12 / 20 / 21$ | MW | $1313-5310-0-5213-0000-3700-000$ | 33.60 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9653-0000-0000-002$ | 113.25 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9653-0000-0000-001$ | 198.25 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 101.25 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 97.00 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9653-0000-0000-006$ | 111.75 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9652-0000-0000-027$ | 119.31 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 317.00 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9652-0000-0000-024$ | 159.50 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 106.50 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 201.50 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9653-0000-0000-005$ | 104.25 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9651-0000-0000-000$ | 110.25 |
| $12 / 20 / 21$ | MW | $1313-9700-0-9653-0000-0000-002$ | 140.25 |
| $12 / 20 / 21$ | MW | $1313-5310-0-4472-0000-3700-000$ | 342.05 |

CAPISTRANO USD
Consolidated Check Register w. Account
from 11/16/2021 to 12/20/2021
Check Amount
$10,350.00$
$21,782.70$
$55,820.35$
$2,449.17$
$6,500.00$
$6,500.00$
$1,423.73$
$13,064.13$
$38,125.57$
$43,956.54$
$7,070.00$
$4,175.00$
$3,600.00$
$214,817.19$
$\stackrel{+}{\infty}$
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CAPISTRANO USD
Consolidated Check Register w. Account
from 11/16/2021 to 12/20/2021

| $\stackrel{\text { ® }}{ }$ |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 00311602 | V68164229 | LPA INC. | 11/16/21 | MW | 2525-9805-0-6210-0000-8500-034 | 8,085.00 |
| $\omega{ }_{68}$ | 00311669 | V68165921 | DEPT. OF CONSERVATION REF FD | 11/17/21 | MW | 2525-9805-0-6240-0000-8500-034 | 3,600.00 |
| 68 | 00311670 | V68158331 | TELACU CONSTRUCTION MANAGEMENT | 11/17/21 | MW | 2525-9805-0-6272-0000-8500-034 | 1,110.00 |
| 68 | 00311671 | V68158331 | TELACU CONSTRUCTION MANAGEMENT | 11/17/21 | MW | 2525-9803-0-6272-0000-8500-208 | 9,360.00 |
| 68 | 00311992 | V68058875 | ATKINSON ANDELSON LOYA | 11/30/21 | MW | 2525-9803-0-5820-0000-8500-000 | 822.15 |
| 68 | 00311992 | V68058875 | ATKINSON ANDELSON LOYA | 11/30/21 | MW | 2525-9806-0-5820-0000-8500-000 | 932.93 |
| 68 | 00312181 | V68141584 | PBK-WLC ARCHITECTS | 12/06/21 | MW | 2525-9803-0-6210-0000-8500-208 | 1,500.00 |
| 68 | 00312311 | V68165242 | IBUILD SPECTRUM INC. | 12/08/21 | MW | 2525-9803-0-6200-0000-8500-208 | 26,036.26 |
| 68 | 00312312 | V68161776 | J.M. KING CONSULTING INC.DBA K | 12/08/21 | MW | 2525-9803-0-5800-0000-8500-000 | 555.00 |
| 68 | 00312375 | V68164859 | CL CONSULTING INC. DBA CORINNE | 12/09/21 | MW | 2525-9805-0-5800-0000-8500-034 | 3,217.50 |
| 68 | 00312376 | V68141584 | PBK-WLC ARCHITECTS | 12/09/21 | MW | 2525-9803-0-6210-0000-8500-000 | 900.00 |
| 68 | 00312496 | V68164229 | LPA INC. | 12/13/21 | MW | 2525-9805-0-62 10-0000-8500-034 | 9,432.50 |
| 68 | 00312620 | V68143256 | DEPARTMENT OF GENERAL SERVICES | 12/15/21 | MW | 2525-9803-0-6220-0000-8500-208 | 1,218.85 |
| 困68 | 00312621 | V68143851 | DEPT TOXIC SUBSTANCE CONTROL | $12 / 15 / 21$ | MW | 2525-9805-0-6156-0000-8500-034 | 1,500.00 |
| ${ }^{1} 68$ | 00312622 | V68158331 | TELACU CONSTRUCTION MANAGEMENT | 12/15/21 | MW | 2525-9805-0-6272-0000-8500-034 | 740.00 |
| $\stackrel{{ }_{7}^{\infty}}{68}$ | 00312623 | V68158331 | TELACU CONSTRUCTION MANAGEMENT | 12/15/21 | MW | 2525-9803-0-6272-0000-8500-208 | 7,170.00 |
| 苍 |  | SUBFUN | ND 2525 Total: |  |  |  | 76,180.19 |

CAPISTRANO USD
Consolidated Check Register w．Account
from 11／16／2021 to 12／20／2021

|  |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| －${ }^{\circ}$ | 00311603 | V68161132 | SANDY PRINGLE ASSOCIATES INC． | 11／16／21 | MW | 4040－9800－0－6290－0000－8500－024 | 595.68 |
| $\mathrm{\omega}^{\sim}{ }_{68}$ | 00311672 | V68161298 | NEW DYNASTY CONSTRUCTION COMPA | 11／17／21 | MW | 4040－9871－0－6200－0000－8500－004 | 401，444．21 |
| 68 | 00311673 | V68158331 | TELACU CONSTRUCTION MANAGEMENT | 11／17／21 | MW | 4040－9800－0－6272－0000－8500－024 | 7，650．00 |
| 68 | 00311674 | V68158331 | TELACU CONSTRUCTION MANAGEMENT | 11／17／21 | MW | 4040－9871－0－6272－0000－8500－004 | 10，320．00 |
| 68 | 00311675 | V68158331 | TELACU CONSTRUCTION MANAGEMENT | 11／17／21 | MW | 4040－9850－0－6272－0000－8500－000 | 1，620．00 |
| 68 | 00311676 | V68159758 | TYR INC． | 11／17／21 | MW | 4040－9850－0－6290－0000－8500－004 | 15，437．50 |
| 68 | 00311676 | V68159758 | TYR INC． | 11／17／21 | MW | 4040－9871－0－6290－0000－8500－004 | 3，562．50 |
| 68 | 00312182 | V68141584 | PBK－WLC ARCHITECTS | 12／06／21 | MW | 4040－9871－0－6210－0000－8500－004 | 7，361．54 |
| 68 | 00312377 | V68142564 | PAUL C MILLER CONSTRUCTION CO | 12／09／21 | MW | 4040－9800－0－6200－0000－8500－024 | 23，456．26 |
| 68 | 00312498 | V68049767 | BENS ASPHALT | 12／13／21 | MW | 4040－9850－0－6200－0000－8500－004 | 40，916．50 |
| 68 | 00312499 | V68142564 | PAUL C MILLER CONSTRUCTION CO | 12／13／21 | MW | 4040－9800－0－6200－0000－8500－024 | 60，689．19 |
| 68 | 00312500 | V68161132 | SANDY PRINGLE ASSOCIATES INC． | 12／13／21 | MW | 4040－9800－0－6290－0000－8500－024 | 694.96 |
| 68 | 00312625 | V68161298 | NEW DYNASTY CONSTRUCTION COMPA | 12／15／21 | MW | 4040－9871－0－6200－0000－8500－004 | 304，864．77 |
| 苁68 | 00312626 | V68158331 | TELACU CONSTRUCTION MANAGEMENT | 12／15／21 | MW | 4040－9800－0－6272－0000－8500－024 | 900.00 |
| 当68 | 00312627 | V68158331 | TELACU CONSTRUCTION MANAGEMENT | 12／15／21 | MW | 4040－9871－0－6272－0000－8500－004 | 1，620．00 |
| ${\underset{7}{0} 68}^{6}$ | 00312628 | V68158331 | TELACU CONSTRUCTION MANAGEMENT | 12／15／21 | MW | 4040－9850－0－6272－0000－8500－000 | 16，440．00 |
| 苍 |  | SUBFUN | ND 4040 Total： |  |  |  | 897，573．11 |

CAPISTRANO USD
Consolidated Check Register w. Account
from 11/16/2021 to 12/20/2021
Check Amount

445,513.95
CAPISTRANO USD
Consolidated Check Register w. Account
from 11/16/2021 to 12/20/2021

| ${ }_{\sim}^{\text {N }}$ |  | Payee ID | Payee Name | Check Date Cancel Date | Type | Account | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\bigcirc$ | 00311698 | V68159309 | ARTHUR J. GALLAGHER \& CO. INSU | 11/18/21 | MW | 6769-0000-0-5800-0000-6000-000 | 25.00 |
| $\omega 68$ | 00311699 | V68150703 | MEBA C/O | 11/18/21 | MW | 6769-0000-0-5800-0000-6000-000 | 57,769.73 |
| 68 | 00311859 | V68150703 | MEBA C/O | 11/22/21 | MW | 6769-0000-0-5800-0000-6000-000 | 4,814,022.78 |
| 68 | 00311911 | V68155777 | BONSANGUE, DAWNELL | 11/23/21 | MW | 6769-0000-0-8674-0000-0000-000 | 95.00 |
| 68 | 00311912 | V68165936 | EVERETT, KAREN | 11/23/21 | MW | 6769-0000-0-8699-0000-0000-000 | 225.04 |
| 68 | 00311913 | V68108171 | STROUD, KEITH R | 11/23/21 | MW | 6769-0000-0-5800-0000-6000-000 | 301.00 |
| 68 | 00311955 | V68150703 | MEBA C/O | 11/24/21 | MW | 6769-0000-0-5800-0000-6000-000 | 63,616.62 |
| 68 | 00312055 | V68165960 | BROWNSON, STEVEN | 12/02/21 | MW | 6769-0000-0-8674-0000-0000-000 | 50.20 |
| 68 | 00312056 | V68153152 | RAHIMI, FARNAZ | 12/02/21 | MW | 6769-0000-0-8674-0000-0000-000 | 4.72 |
| 68 | 00312057 | V68165957 | ROCHELLE, PHIL | 12/02/21 | MW | 6769-0000-0-8674-0000-0000-000 | 483.98 |
| 68 | 00312123 | V68150703 | MEBA C/O | 12/03/21 | MW | 6769-0000-0-5800-0000-6000-000 | 61,132.83 |
| 68 | 00312313 | V68150703 | MEBA C/O | 12/08/21 | MW | 6769-0000-0-5800-0000-6000-000 | 70,982.83 |
| 68 | 00312314 | V68059949 | UNUM LIFE INSURANCE CO OF AMER | 12/08/21 | MW | 6769-0000-0-5800-0000-6000-000 | 14,347.62 |
| - 68 | 00312315 | V68161467 | UNUM LIFE INSURANCE CO OF AMER | 12/08/21 | MW | 6769-0000-0-5800-0000-6000-000 | 25,606.15 |
| 者68 | 00312378 | V68156124 | DORN, MICHELE | 12/09/21 | MW | 6769-0000-0-8674-0000-0000-000 | 296.69 |
| ${\underset{7}{0} 68}^{6}$ | 00312630 | V68150703 | MEBA C/O | 12/15/21 | MW | 6769-0000-0-5800-0000-6000-000 | 74,109.03 |
| 苍 |  | SUBFUN | ND 6769 Total: |  |  |  | 5,183,069.22 |

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

| VENDOR | TITLE | $\begin{gathered} \text { CUSD BOARD } \\ \text { APPROVAL DATE } \end{gathered}$ |
| :---: | :---: | :---: |
| ALC Schools, LLC (formally American Logistics Co., LLC) | Bid No. 1718-08, Outsource Transportation Services | 7/26/2017 |
| American Modular Systems, Inc. | Reer Sunset Unified School District, Facility Supply Services Contract | 4/21/2021 |
| American Technologies, Incorporated | Independent Contractor Agreement No. 1920269 for Emergency COVID-19 Procedures | 3/25/2020 |
| American West Restaurant Group Holdings, LLC dba Pizza Hut | RFP No. 1-2122, Fresh Daily, Pre-Baked Ready-ToService Delivered Pizza Service | 8/18/2021 |
| Anixter, Inc. dba Clark Security Products | County of Orange, OC Public Works, Contract No. MA 080-18011813, Locks and Locking Devices | 5/22/2019 |
| 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 |
| Cannon U.S.A, Inc. | WSCA-NASPO Valuepoint Master Agreement No. 3091, California Participating Addendum No. 7-15-7023, 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 |
| CDW Government LLC | RFP No. 3-1819, E-Rate Category 2 | 3/13/2019 |
| CDW Government, LLC | Irvine Unified School District Bid No. 19/20-01 IT, Technology Equipment and Peripherals | 2/19/2020 |

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

| VENDOR | TITLE | $\begin{gathered} \text { CUSD BOARD } \\ \text { APPROVAL DATE } \end{gathered}$ |
| :---: | :---: | :---: |
| 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 |
| ConvergeOne | RFP No. 1-1718, E-Rate Categories One - Data Transmission Services and Internet Access and Two Internal Connections Equipment and Services 20172018 - 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 |
| 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 |

## Capistrano Unified School District

Bids/RFP-Qs/Piggyback Bids

| VENDOR | TITLE | CUSD BOARD APPROVAL DATE |
| :---: | :---: | :---: |
| 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. 3-1819, E-Rate Category 1 | 3/13/2019 |
| Cox California Telcom, LLC | RFP No 2-1718, Telecomunications Services (VOICE) | 6/28/2017 |
| CR\&R | Bid No. 2122-01, Waste Management Servies | 12/15/2021 |
| Culver-Newlin, Incorporated | Torrance Unified School District Bid No. 10-04.09.19, Classroom and Office Furniture | 7/15/2020 |
| Culver-Newlin, Incorporated | San Bernardino county Superintendent Of Schools Bid No. 19/20-1273, Furniture Systems and Stand Alone | 7/21/2021 |
| 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 |
| Diamond Fitness Systems, Inc. | State of California Multiple Award Schedule Contract No. 4-19-78-0092B, General Services Administration Schedule No. GS-03F-0026W, Purchase, Warranty, and Installation Fitness Equipment, Mats, Flooring and Wall Padding | 2/19/2020 |
| Digital Networks Group, Inc. | California Multiple Award Schedule (CMAS) Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-580215F for Information Technology Goods \& Services | 10/14/2015 |
| Diverse Network Associates, Inc. dba Catapultk 12 | Education Technology Joint Powers Authority, RFP No. 20/21-02 Web Design and Hosting | 11/3/2021 |
| Dude Solutions | Association of Educational Purchasing Agencies Bid No. 020-D, Facilities Management Software - Dude Solutions | 9/23/2020 |
| E. Stewart \& Associates, Inc. | Bid No. 2122-06, Weed Abatement | 7/21/2021 |
| 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 |

Capistrano Unified School District
Bids/RFP_Qs/Piggyback Bids

| VENDOR | TITLE | $\begin{array}{c}\text { CUSD BOARD } \\ \text { APPROVAL DATE }\end{array}$ |
| :--- | :--- | :---: |
| Gilbert \& Stearns, Inc. | $\begin{array}{l}\text { Bid No. 1617-07, Electrical, Fire Protection \& Low } \\ \text { Voltage Systems Service }\end{array}$ |  |
|  | $\begin{array}{l}\text { Bid No. 2122-10, Frozen, Refrigerated, Processed } \\ \text { Commodity, Dry Food and Beverage Poducts and } \\ \text { Services }\end{array}$ | $12 / 14 / 2016$ |
| Gold Star Foods | $\begin{array}{l}\text { Bid No. 1819-12, Fresh Produce (Fruits \& Vegetables) } \\ \text { Products and Services }\end{array}$ |  |
| Gold Star Foods | $\begin{array}{l}\text { Riverside Unified School Distsrict RFP No. 2017/18- } \\ \text { 11, Fresh Bread And Tortilla Products }\end{array}$ | 8/18/2021 |
| Gold Star Foods | $\begin{array}{l}\text { State of California Multiple Award Schedule Contract } \\ \text { No.4-19-51-0083A, General Services Administration }\end{array}$ |  |
| Scheudle No. GS-21F-0003U, Puchase and Warranty |  |  |
| Of Non-Information Technology Goods and Services |  |  |$]$

## Capistrano Unified School District

Bids/RFP-Qs/Piggyback Bids

| VENDOR | TITLE | $\begin{aligned} & \text { CUSD BOARD } \\ & \text { APPROVAL DATE } \end{aligned}$ |
| :---: | :---: | :---: |
| KYA Services, LLC | State of California Multiple Award Schedule Contract NO. 4-17-72-0057B, General Services Administration Schedule No. GS-03F-102GA, Purchase, Warranty and Installation of Floor Covering and Related Products | 1/24/2018 |
| KYA Services, LLC | State of California Multiple Award Schedule Contract NO. 4-18-78-0089A, General Services Administration schedule NO. GS-07F-5560P, Purchase, Warranty and Installation of Sport Facility Flooring | 6/20/2018 |
| KYA Services, LLC | State of California Multiple Award Schedule Contract No. 4-19-72-0057D, General Services Administration Schedule No. GS-03F-014AA, Purchase, Warranty, and Installation of Bentley Mills Flooring Surfaces and Related Products | 8/21/2019 |
| KYA Services, LLC | State of California Multiple Award Schedule Contract NO. 4-19-78-0089B, General Services Administration schedule NO. GS-07F-5560P, Purchase, Warranty and Installation of Sport Flooring Surfaces and Related Products | 6/12/2019 |
| KYA Services, LLC | State of California Multiple Award Schedule contract No. 4-20-78-0089C, General Services Administration Base Schedule No. 47QSMA20D08P7. Purchase, Warranty, Installation, Maintenance, And Repair of Park And Playground Equipment | 7/21/2021 |
| 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 Dynasty Construction Company | Bid No. 1920-04, Aliso Niguel High School STEM Building Project | 12/11/2019 |

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

| VENDOR | TITLE | CUSD BOARD APPROVAL DATE |
| :---: | :---: | :---: |
| 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 |
| Niki Investments, Inc. dba Domino's Pizza | RFP No. 1-2122, Fresh Daily, Pre-Baked Ready-ToService Delivered Pizza Service | 8/18/2021 |
| 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 |
| P\&R Paper Supply Co. | Bid No. 1819-07, Paper and Plastic Products for Food and Nutrition Services | 1/24/2019 |
| 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 | 3/22/2017 |
| Progressive Design Playgrounds | State of California Multiple Award Schedule Contract 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 |
| Quality Fence Company, Inc. | Bid No. 2122-07, Fence Repairs And Maintence | 7/21/2021 |

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

| VENDOR | TITLE | CUSD BOARD APPROVAL DATE |
| :---: | :---: | :---: |
| R. Jensen Co., Inc. | Bid No. 2122-14, Vista Del Mar Elementary School Big Toy Replacement | 11/3/2021 |
| 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. 7-15-7025 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 |
| Sanders Construction Services, Inc. | Bid 2122-05, Compressed Natural Gas Station | 7/21/2021 |
| 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. GD19-054503, 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, \#N152017/18, 2017 Districtwide Contract For The Purchase And Installation Of DSA Approved Portable Buildings | 3/25/2020 |
| Softchoice Corporation | Kings County Office of Education, Project No. 061119 Microsoft Products COE-Wide | 1/15/2020 |
| Southwest School Supply | Corona-Norco Unified School District Bid No. 2018/2019-023 - JIT Classroom \& Office Supplies | 3/13/2019 |
| Sparkletts | Regional Cooperative Agreement Contract Number RCA -017-18010016 Between County of Orange/County Procurement Office and DS Services of America, Incorporated DBA Sparkletts For Bottled Water | 8/22/2018 |
| Spicers Paper, Inc. | Fontana Unified School District Bid No. 18/19-1505, Paper Products for Printing Services | 12/12/2018 |
| Supply Solutions | 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 |

## Capistrano Unified School District

Bids/REP-Qs/Piggyback Bids

| VENDOR | TITLE | $\begin{gathered} \text { CUSD BOARD } \\ \text { APPROVAL DATE } \end{gathered}$ |
| :---: | :---: | :---: |
| 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 |
| Vector Resources, Inc. | California Multiple Award Schedule (CMAS) Contract Nos. 3-08-70-0876Y, 3-11-70-0876AG, 3-13-700876AL, 3-15-70-0876AM, 3-15-84-0018B, 3-16-702382B, 3-11-70-0876AK, 03-01-70-0879H, 03-08-700876W and 3-16-84-0018C, General Services Administration Schedule Nos. GS-35F-0505U, GS-35F0563U, GS-35F-0308U, GS-35F-0511T, GS-07F0206W, GS-35F-183DA, GS-35F-0143R, GS-35F4748G, GS-35F-0814N and GS-07F-0200W Respectively, Information Technology Goods and Services | 12/14/2016 |
| Vector Resources, Inc. | State of California Participating Addendum No. 7-14-70-06 With WSCA-Naspo master Price Agreement Number AR1464 and State of California Multiple Award Schedule Contract No. 3-11-70-0876AK to Purchase Network Infrastructure Products - Vector Resources, Incorporated | 9/12/2018 |
| Vector USA | RFP No. 1-1718, E-Rate Categories One - Data Transmission Services and Internet Access and Two Internal Connections Equipment and Services 20172018. Awarded Category 2 | 4/19/2017 |
| Verne's Plumbing, Incorporated | Bid No. 2021-03, Plumbing Services | 1/20/2021 |
| Vertical Transport, Inc. | Bid No. 2021-06, Elevator Service, Maintenance and Repair | 6/16/2021 |
| Waterline Technologies, Inc | Los Angeles Unified School District, Contract No. 4400006668, Swimming Pool Chemicals and Supplies | 2/27/2019 |
| Waterline Technologies, Inc | Corona-Norco Unified School district Bid No. 2018/19021, Just-In-Time Pool Chemical Supply | 10/20/2021 |


| Capistrano Unified School District <br> Bids/RFP-Qs/Piggyback Bids |
| :--- |
| VENDOR TITLE CUSD BOARD <br> APPROVAL DATE <br>  State of California Award Schedule Contract No. 4-21- <br> $03-1001, ~ C a l i f o r n i a ~ D e p a r t m e n t ~ o f ~ G e n e r a l ~ S e r v i c e s ~$  <br> Base Schedule No. AEPA IFB\# 021-D, Purchase,   <br> Warranty, Design, Removal, Installation, Maintenance,   <br> and Repair of Roofing and Building Equipment   |
| Weatherproofing Technologies, Inc. |

## VENDOR PAYMENTS OVER 250K AS OF 12/20/21

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Vendor Name
ADVANTAGE WEST INVESTMENT ENTERPRISES INC
ALC SCHOOLS LLC
ASCIP
ASPHALT FABRIC & ENGINEERING INC
ATKINSON ANDELSON LOYA
BENS ASPHALT
CANON FINANCIAL SERVICES INC.
CAPISTRANO CONNECTIONS ACADEMY
CDWG Inc
COLLEGE AND CAREER ADVANTAGE
COLLEGE BOARD
COMMUNITY ROOTS ACADEMY
CORVEL ENTERPRISE COMP INC
CURRICULUM ASSOCIATES LLC
GATEWAY EDUCATION HOLDING LLC
GOLD STAR FOODS INC
HERITAGE SCHOOLS INC
HOLLANDIA DAIRY INC.
HORIZONS CONSTRUCTION COMPANY INTERNATIONAL INC.
IBUILD SPECTRUM INC.
INSTRUCTURE INC.
JOURNEY CHARTER SCHOOL
LPA INC.
MCGRAW-HILL SCHOOL EDUCATION HOLDINGS LLC
MEBA C/O
NEW DYNASTY CONSTRUCTION COMPANY
NEW VISTA SCHOOL
OCDE
OCEANVIEW SCHOOL
OPPORTUNITY FOR LEARNING
ORANGE COUNTY ACADEMY OF
ORANGE COUNTY DEPT OF EDUC
OXFORD ACADEMY
PAUL C MILLER CONSTRUCTION CO
PINNACLE PETROLEUM INC
PORTVIEW PREPARATORY INC
SAN DIEGO GAS & ELECTRIC
SANTA MARGARITA WATER DISTRICT
SOUTHERN CALIFORNIA EDISON
SOUTHWEST SCHOOL & OFFICE SUPPLY
STRATEGIC KIDS LLC
TELACU CONSTRUCTION MANAGEMENT INC.
THERAPY TRAVELERS LLC
US BANK
US BANK
US BANK NATIONAL ASSOCIATION
WEATHERPROOFING TECHNOLOGIES INC.
YMCA OF ORANGE COUNTY
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Total Dollar Amount
355,234.20
402,765.00
3,602,660.00
889,655.00
574,441.23
909,873.50
279,457.49
15,735,902.00
1,913,030.75
972,000.00
450,910.00
2,575,052.00
1,388,975.04
701,844.93
2,680,448.08
1,039,559.01
463,329.60
380,972.68
1,023,794.04
413,636.26
458,463.77
1,984,001.00
529,718.42
894,229.23
30,865,628.31
2,497,980.37
265,205.02
255,000.00
351,827.31
2,611,690.13
1,639,464.40
2,240,541.73
2,817,220.00
1,621,355.46
382,400.35
868,420.30
4,192,506.93
259,495.68
832,610.23
260,096.51
925,555.00
349,835.00
302,513.40
996,428.34
3,304,076.98
1,291,809.59
434,723.08
396,992.23

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees<br>From: Clark Hampton, Deputy Superintendent, Business and Support Services<br>Prepared by: Lynh Rust, Executive Director, Contracts and Purchasing<br>Date: January 19, 2022<br>Board Item: Independent Contractor, Professional Services, Field Service and Master Contract Agreements

## HISTORY

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

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

## BACKGROUND INFORMATION

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

## CURRENT CONSIDERATIONS

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

## FINANCIAL IMPLICATIONS

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

## STAFF RECOMMENDATION

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

PREPARED BY: Lynh Rust, Executive Director, Contracts and Purchasing
APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services
JANUARY 19， 2022 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR，PROFESSIONAL SERVICES，

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DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,

| TYPE | $\begin{aligned} & \hline \text { CONTRACT } \\ & \text { NO. } \end{aligned}$ | FUNDING SOURCE | VENDOR | SERVICES | $\begin{aligned} & \hline \text { CONTRACT } \\ & \text { TERM } \end{aligned}$ | $\begin{gathered} \text { ESTIMATED } \\ \text { EXPENDITURES } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| PSA | 2122214 | Special Education | Brain Learning Psychological Corporation | Provide individual educational evaluations in the areas of psychoeducational, neuropsychological, and educationally related mental health assessments | 12/1/21 to 6/30/22 | \$25,000.00 |
| PSA | 2122215 | Special Education | Richard Furbush dba R Furbush, Incorporated | Provide individual educational evaluations in the area of occupational therapy | 12/8/21 to 6/30/22 | \$4,000.00 |
| ICA | 2122216 | General Fund | Leadership Associates, LLC | Provide professional development training and support relating to team-building and collaborative approaches for the Superintendent | 7/1/21 to 6/30/22 | \$13,650.00 |
| *MCA | 2122217 | Special Education | Youth Care of Utah, Incorporated | Provide general education programs and special education, residential and mental health services | 7/1/21 to 6/20/22 | \$200,000.00 |
| PSA | 2122218 | Special Education | Katie Cress | Provide counseling and intervention support for District students | 12/13/21 to 6/30/22 | \$50,000.00 |
| *MCA | 2122219 | Special Education | CARE Youth Corporation dba Lava Heights Academy | Provide general education programs and special education, residential and mental health services | 7/1/21 to 6/20/22 | \$200,000.00 |
| ICA | 2122220 | Special Education | The Speech Pathology Group, Incorporated | Provide speech language pathologist and speech language pathology assistants | 12/15/21 to 6/30/22 | \$80,000.00 |
| PSA | 2122221 | Special Education | Yulianna Espinoza | Provide braille transcribing | 12/15/21 to 6/30/22 | \$25,000.00 |
| PSA | 2122222 | State Prop 51 Matching Funds | Guida Surveying, Incorporated | Provide professional land surveying services for the two-story classroom addition at Dana Hills High School | 12/1/21 to 6/30/22 | \$62,813.00 |
| ICA | 2122224 | YMCA | TELACU Construction Management, Incorporated | Provide construction management services for the YMCA portable addition at Esencia K-8 School | 10/1/21 to 12/31/22 | \$86,400.00 |

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DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,

| $\stackrel{\circ}{+}$ TYPE | $\begin{gathered} \hline \text { CONTRACT } \\ \text { no. } \\ \hline \end{gathered}$ | FUNDING SOURCE | VENDOR | SERVICES | $\begin{gathered} \hline \text { CONTRACT } \\ \text { TERM } \\ \hline \end{gathered}$ | $\begin{gathered} \hline \text { ESTIMATED } \\ \text { EXPENDITURES } \\ \hline \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| MAAS | PA 12 | CFD 2005-1 | PBK-WLC Architects | Provide architectural and engineering services for the modernization project at Ambuehl Elementary School | 10/1/21 to 12/31/22 | \$278,056.00 |
| MAAS | PA 16 | YMCA | HMC Architects | Provide architectural and engineering services for the placement of two portable classrooms for YMCA at Esensia K-8 School | 11/1/21 to 12/31/22 | \$34,000.00 |

JANUARY 19, 2022 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

| TYPE | $\begin{gathered} \hline \text { CONTRACT } \\ \text { No. } \\ \hline \end{gathered}$ | FUNDING SOURCE | VENDOR | SERVICES | JUSTIFICATION | ESTIMATED EXPENDITURES |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ICA | 1920198 | CFD 87-1 | TYR, Incorporated | Provide DSA inspector of record services for the Aliso Niguel High School STEM building project | Extend agreement through 6/30/22, incorporate additional services, and increase contract value from $\$ 316,960$ to \$345,000 | \$28,040.00 |
| PSA | 2122024 | Special Education | Mathew G. Williams dba Matthew Williams Enterprises, LLC | Provide braille transcription services for UEB and Nemeth code for District visually impaired students | Increase contract value from $\$ 25,000$ to $\$ 55,000$ | \$30,000.00 |
| ICA | 2122058 | Special Education | The Stepping Stone Group, LLC | Provide substitute/temporary staff to cover speech services, occupational therapy, physical therapy, nursing, vision itinerant services, interpreters, braille aide, adapted physical education, Para educators and special education teachers for District students | $\begin{gathered} \text { Increase contract value from } \\ \$ 500,000 \text { to } \$ 800,000 \\ \hline \end{gathered}$ | \$300,000.00 |
| PSA | 2122166 | Special Education | Vista Center for the Blind and Visually Impaired | Provide functional vision and direct vision assessments and consult services | $\begin{gathered} \text { Increase contract value from } \\ \$ 15,000 \text { to } \$ 115,000 \\ \hline \end{gathered}$ | \$100,000.00 |
| PSA | 2122176 | Special Education | Foreside Management Company dba BrightStar Care of Lake Forest | Provide licensed vocational nurses for District students | Increase contract value from $\$ 100,000$ to $\$ 600,000$ | \$500,000.00 |
| PSA | 2122187 | Special Education | Braille Abilities, LLC | Provide services and staff to support students with blindness and visual impairments | Increase contract value from $\$ 40,000$ to $\$ 190,000$ | \$150,000.00 |

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

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


## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 20, 2022 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

## TELACU CONSTRUCTION MANAGEMENT, 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 $\S 35160$, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and
WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:
Scope of Work/Services. Contractor shall perform the services as set forth in the proposal received pursuant to RFP No. 61718, the RFP No. 6-1718 document and any certifications and documents described therein, including but not limited to any addenda (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit
A. The total cost of services requested by District and provided by Contractor under this Agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: $\mathbf{\$ 2 4 0}, \mathbf{4 0 0 . 0 0}$ in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from October 1, 2021 through December 31, 2022 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 $\S 17596$.

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 : January 19, 2022 |  |

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

| John Clem |
| :--- |
| President |
| 604 N. Eckoff Street |
| Orange, Ca. 92868 |
| dclem@telacu.com |

## EXHIBIT A

Ambuehl Elementary School Modernization

| STAFF POSITION | HOURLY RATE |  | Pre-Con |  |  | Pre-Con |  |  | Construction |  |  | Construction |  |  | Construction |  |  | Construction |  |  | Subtotal Hours | Subtotal Costs |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Hours |  |  | Hours | Cost |  | Hours |  | Cost | Hours |  | Cost | Hours |  | Cost | Hours |  | Cost |  |  |
| Project Executive | \$ |  |  |  |  |  |  | harge |  |  | Charge |  |  | Charge |  |  | Charge |  |  | harge | 0 | No Charge |
| Project Director | \$ | 180 | 30 | \$ | 5,400 | 30 | \$ | 5,400 | 30 | \$ | 5,400 | 30 | \$ | 5,400 | 30 | \$ | 5,400 | 30 | \$ | 5,400 | 180 | \$ 32,400 |
| Project Manager | \$ | 150 |  | \$ | - | 160 | \$ | 24,000 | 160 | \$ | 24,000 | 160 | \$ | 24,000 | 160 | \$ | 24,000 | 160 | \$ | 24,000 | 800 | \$ 120,000 |
| Project Engineer | \$ | 110 |  | \$ | - | 160 | \$ | 17,600 | 160 | \$ | 17,600 | 160 | \$ | 17,600 | 160 | \$ | 17,600 | 160 | \$ | 17,600 | 800 | \$ 88,000 |
| Monthly Subtotals |  |  | 30 | \$ 5,400 |  | 350 | \$ | 47,000 | 350 | \$ | 47,000 | 350 | \$ | 47,000 | 350 | \$ | 47,000 | 350 | \$ | 47,000 | SUBTOTAL | \$ 240,400 |

## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 20, 2022 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

## LEADERSHIP ASSOCIATES, LLC

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

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and
WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order ( PO ) and is estimated to be no more than: $\mathbf{\$ 1 1 , 7 0 0 . 0 0}$ in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from July 1, 2021 through June 30, 2022 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 : January 19, 2022

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

| Betty Hall |
| :--- |
| Contracts Administrator |
| 449 W. Foothill Blvd., Suite 427 |
| Glendora, Ca. 91741 |
| bhall@leadershipassociates.com |

## SCOPE OF WORK

Capistrano Unified School District Associate Superintendent, Education \& Support Services

2021-22

The Scope of Work describes the responsibilities and commitments of Leadership Associates and Capistrano Unified School District

These tasks will be performed from July 2021 through June 2022 at a cost not to exceed $\$ 11,700$

| Consultant/Services | Days |
| :--- | :--- |
| Associate Superintendent, Education Services \& Support Services <br> - Provide support and advisement to the Associate Superintendent of <br> Educational Services | 6 Days |
| - Follow-up on both strategies and progress in building "smart and healthy" |  |
| leadership teams throughout the district |  |$\quad$| - Support the development of communication strategies with all principals, |
| :--- |
| including the process for evaluating each |
| - Serve as a thinking partner on school and classroom visits as a way to build |
| relationships in the district, provide clarity, and strengthen the selected areas |
| of focus for teaching and learning |$\quad$|  | TOTAL |
| :--- | :--- |

## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 20, 2022 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

## LEADERSHIP ASSOCIATES, LLC

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

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and
WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order ( PO ) and is estimated to be no more than: $\mathbf{\$ 1 1 , 7 0 0 . 0 0}$ in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from July 1, 2021 through June 30, 2022 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 : January 19, 2022

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

| Betty Hall |
| :--- |
| Contracts Administrator |
| 449 W. Foothill Blvd., Suite 427 |
| Glendora, Ca. 91741 |
| bhall@leadershipassociates.com |

SCOPE OF WORK
Capistrano Unified School District
2021-22

The Scope of Work describes the responsibilities and commitments of Leadership Associates and Capistrano Unified School District

These tasks will be performed from July 2021 through June 2022 at a cost not to exceed $\$ 11,700$

| Consultant/Services | Days |
| :--- | :--- |
| Associate Superintendent, Human Resources Services <br> -Provide support and advisement for Associate Superintendent of <br> Human Resources <br> - Follow-up on both strategies and progress in building "smart and healthy" <br> leadership teams throughout the district | 6 Days |
| - Support the development of communication strategies with all principals |  |
| - Review and refine systems and structures to maximize the efficiency of each |  |
| department |  |
| - Provide advisement on issues related to budget, staffing andnegotiations |  |

## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 20, 2022 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

## PALI INSTITUTE, 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 $\S 35160$, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and
WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: $\mathbf{\$ 2 2 0 , 7 1 4 . 5 0}$ in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from November 1, 2021 through June 30, 2022 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 $\S 17596$.

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



## Contractor

Signature:
Name:
Title:
Address:

Email Address:

## EXHIBIT A

## PALI

## INSTITUTE

Date: 7/7/2021
PO Box 2237
Running Springs, CA 92382
Phone (909) 939-0888
Fax (909) 867-1964


## Contract \#: 07767

Dates of Attendance: 05-25-2022 to 05-27-2022

This is an agreement between Pali Institute, Inc. and Don Juan Avila Elementary for the use of Pali Institute's Outdoor Education program.

Don Juan Avila Elementary
26278 Wood Canyon Dr., Aliso Viejo, California 92656
(949) 349-9452

Trip Details: 3-day Trip

| Attendee Type: | Quantity: | Price: | Total: |
| :---: | :---: | :---: | :---: |
| Student Payee | 120 | \$315.00 | \$37,800.00 |
| Student Scholarship | 5 | \$0.00 | \$0.00 |
| Teacher Scholarship | 5 | \$0.00 | \$0.00 |
| Flat Discount | 1 | ( $\$ 3,024.00$ ) | (\$3,024.00) |
| Pandemic Cancellation Insurance | 1 | \$3,024.00 | \$3,024.00 |

Total Cost: \$37,800.00

## Reservations \& Deposits

Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25 -student minimum to reserve site facilities. Full payment is due 30 days prior to checkin. Any changes to the standard due dates and payment structure are subject to Pali Institute's approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 05-25-2022 through Lunch on 05-27-2022, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute-Staff.

## Late Payment Fees

## Initials



Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to Don Juan Avila Elementary, with payment due upon receipt.
If accounts are not paid in full within 15 days following the trip, Pali Institute shall be entitled to recover all expenses (including attorneys' fees) related to the collection of overdue invoices. Any amounts not paid when due shall bear interest at a rate of $1.5 \%$ per month or the maximum amount legally allowable, whichever is greater, until such time as all outstanding amounts (including all interest and collection-related expenses) have been paid in full.

|  | DEPOSIT SCHEDULE |  |
| :---: | :---: | :---: |
| Payment Number | Amount Due | Due Date |
| 1 | $\$ 3,000.00$ | $06-09-2021$ |
| 2 | $\$ 15,900.00$ | $01-25-2022$ |
| 3 | $\$ 18,900.00$ | $04-25-2022$ |

All payments should be made out to Pali Institute, and mailed to:
Pali Institute Attn: Relationship Manager
PO Box 2237, Running Springs, CA 92382

## PALI

 INSTITUTEDate: 4/29/2021
PO Box 2237
Running Springs, CA 92382
Phone (909) 939-0888
Fax (909) 867-1964


Contract \#: 07625
Dates of Attendance: 05-18-2022 to 05-20-2022
STIE RESERVATION AGREEMENT
This is an agreement between Pali Institute, Inc. and John S. Malcom Elementary for the use of Pali Institute's Outdoor Education program.

John S. Malcom Elementary
32261 Charles Ave., Laguna Niguel, California 92677-4258
(949) 248-0542

Trip Details: 3-day Trip

| Attendee Type: | Quantity: | Price: | Total: |  |
| :---: | :---: | :---: | :---: | :---: |
| Student Payee | 87 | $\$ 315.00$ | $\$ 27,405.00$ |  |
| Student Scholarship | 3 | $\$ 0.00$ | $\$ 0.00$ |  |
| Teacher Scholarship | 3 | $\$ 0.00$ | $\$ 0.00$ |  |
| Cost: $\$ 27,405.00$ |  |  |  |  |

## Reservations \& Deposits

## Initials



Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25 -student minimum to reserve site facilities. Full payment is due 30 days prior to checkin. Any changes to the standard due dates and payment structure are subject to Pali Institute's approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 05-18-2022 through Lunch on 05-20-2022, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute-Staff.

## Late Payment Fees

Initials
Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to John S. Malcom Elementary, with payment due upon receipt.
If accounts are not paid in full within 15 days following the trip, Pali Institute shall be entitled to recover all expenses (including attorneys' fees) related to the collection of overdue invoices. Any' amounts not paid when due shall bear interest at a rate of $1.5 \%$ per month or the maximum amount legally allowable, whichever is greater, until such time as all outstanding amounts (including all interest and collection-related expenses) have been paid in full.

| Payment Number | Amount Due | Due Date |
| :---: | :---: | :---: |
| 1 | \$1,500.00 | 05-14-2021 |
| 2 | \$12,202.50 | 01-18-2022 |
| 3 | \$13,702.50 | 04-18-2022 |

All payments should be made out to Pali institute, and mailed to:
Pali Institute Attn: Relationship Manager
PO Box 2237, Running Springs, CA 92382

PALI

## INSTITUTE

PO Box 2237
Running Springs, CA 92382
Phone (909) 939-0888
Fax (909) 867-1964

Bill to:
Chaparral Elementary - Ladera Ranch 29001 Sienna Parkway Ladera Ranch, California 92694 (949) 234-5349


7/19/2021
07459
4/12/2022
4/15/2022

## TRIP DETATLS -

|  | TRIP DETAILS - |  |  |
| :---: | :---: | :---: | :---: |
| Attendee Type | Quantity | Price | Total |
| Student Payee | 118 | $\$ 455.00$ | $\$ 53,690.00$ |
| Student Scholarship | 4 | $\$ 0.00$ | $\$ 0.00$ |
| Teacher Scholarship | 4 | $\$ 0.00$ | $\$ 0.00$ |
|  |  | Contract Total: | $\$ 53,690.00$ |


|  | DEPOSIT SCHEDULE |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Deposit <br> Number | Due Date | Invoice <br> Amount | Amount <br> Paid | Amount <br> Due | Paid <br> Date |  |
| 1 | $8 / 2 / 2021$ | $\$ 1,500.00$ | $\$ 0.00$ | $\$ 1,500.00$ | $7 / 19 / 2021$ |  |
| 2 | $12 / 13 / 2021$ | $\$ 25,345.00$ | $\$ 0.00$ | $\$ 25,345.00$ |  |  |
| 3 | $3 / 13 / 2022$ | $\$ 26,845.00$ | $\$ 0.00$ | $\$ 26,845.00$ |  |  |

Final payments are due 4 weeks prior to dates of attendance! The last day to reduce the number of students on your invoice is 02-26-2022, which is 45 days prior to arrival.

Total Paid
Total Balance Due
\$ 0.00
\$ 53,690.00

Pali Institute accepts ACH payments (electronic check), check and all major credit/debit cards.
Please make checks payable to Pali Institute and mail to:
Pali Institute
Attn: Business Manager
PO Box 2237, Running Springs, CA 92382


Contract \#: 08154
Dates of Attendance: 03-21-2022 to 03-23-2022
SITE RESERVATION AGREEMENT
This is an agreement between Pali Institute, Inc. and Concordia Elementary for the use of Pali Institute's Outdoor Education program.

## Concordia Elementary

3120 Avenida del Presidente, San Clemente, California 92672-4517
(949) 492-3060

## Trip Details: 3-day Trip

| Attendee Type: | Quantity: | Price: | Total: |
| :---: | :---: | :---: | :---: |
| Student Payee | 87 | $\$ 335.00$ | $\$ 29,145.00$ |
| Student Scholarship | 3 | $\$ 0.00$ | $\$ 0.00$ |
| Teacher Scholarship | 3 | $\$ 0.00$ | $\$ 0.00$ |
| $\$\left(\begin{array}{ll}\text { Total Cost: } \$ 29,145.00 \\ \hline\end{array}\right.$ |  |  |  |

## Reservations \& Deposits

## Initials



Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25 -student minimum to reserve site facilities. Full payment is due 30 days prior to checkin. Any changes to the standard due dates and payment structure are subject to Pali Institute's approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 03-21-2022 through Lunch on 03-23-2022, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute-Staff.

## Late Payment Fees

Initials


Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to Concordia Elementary, with payment due upon receipt.
If accounts are not paid in full within 15 days following the trip, Pali Institute shall be entitled to recover all expenses (including attorneys' fees) related to the collection of overdue invoices. Any amounts not paid when due shall bear interest at a rate of $1.5 \%$ per month or the maximum amount legally allowable, whichever is greater, until such time as all outstanding amounts (including all interest and collection-related expenses) have been paid in full.


## PALI

Date: 9/14/2021
PO Box 2237
Running Springs, CA 92382
Phone (909) 939-0888
Fax (909) 867-1964


## Contract \#: 07642

Dates of Attendance: 05-23-2022 to 05-27-2022

This is an agreement between Pali Institute, Inc. and Tijeras Creek Elementary for the use of Pali Institute's Outdoor Education program.

Tijeras Creek Elementary
23072 Avenida Empresa, Rancho Santa Margarita, California 92688
(949) 234-5300

Trip Details: 5-day Trip

| Attendee Type: | Quantity: | Price: | Total: |
| :---: | :---: | :---: | :---: |
| Pandemic Cancellation Insurance | 1 | $\$ 2,056.40$ | $\$ 2,056.40$ |
| Flat Discount | 1 | $(\$ 2,056.40)$ | $(\$ 2,056.40)$ |
| Student Payee | 53 | $\$ 485.00$ | $\$ 25,705.00$ |
| Student Scholarship | 2 | $\$ 0.00$ | $\$ 0.00$ |
| Teacher Scholarship | 2 | $\$ 0.00$ | $\$ 0.00$ |
| Total Cost: $\$ 25,705.00$ |  |  |  |

## Reservations \& Deposits

## Initials



Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25 -student minimum to reserve site facilities. Full payment is due 30 days prior to checkin. Any changes to the standard due dates and payment structure are subject to Pali Institute's approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 05-23-2022 through Lunch on 05-27-2022, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute Staff.

## Late Payment Fees

## Initials



Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to Tijeras Creek Elementary, with payment due upon receipt.
If accounts are not paid in full within 15 days following the trip, Pali Institute shall be entitled to recover all expenses (including attorneys' fees) related to the collection of overdue invoices. Any amounts not paid when due shall bear interest at a rate of $1.5 \%$ per month or the maximum amount legally allowable, whichever is greater, until such time as all outstanding amounts (including all interest and collection-related expenses) have been paid in full.

|  | DEPOSIT SCHEDULE |  |
| :---: | :---: | :---: |
| Payment Number | Amount Due | Due Date |
| 1 | $\$ 6,212.50$ | $09-07-2021$ |
| 2 | $\$ 6,640.00$ | $01-23-2022$ |
| 3 | $\$ 12,852.50$ | $04-23-2022$ |

All payments should be made out to Pali Institute, and mailed to:

## PALI

Date: 10/12/2021
PO Box 2237
Running Springs, CA 92382
Phone (909) 939-0888
Fax (909) 867-1964


Contract \#: 07697
Dates of Attendance: 05-17-2022 to 05-20-2022
SITE RESERVATION AGREEMENT
This is an agreement between Pali Institute, Inc. and Wagon Wheel Elementary for the use of Pali Institute's Outdoor Education program.

## Wagon Wheel Elementary

30912 Bridle Path, Coto De Caza, California 92679-5360
(949) 589-1953

Trip Details: 4-day Trip

| Attendee Type: | Quantity: | Price: | Total: |  |
| :---: | :---: | :---: | :---: | :---: |
| Pandemic Cancellation Insurance | 1 | $\$ 2,772.00$ | $\$ 2,772.00$ |  |
| Student Payee | 77 | $\$ 450.00$ | $\$ 34,650.00$ |  |
| Student Scholarship | 3 | $\$ 0.00$ | $\$ 0.00$ |  |
| Teacher Scholarship | 3 | $\$ 0.00$ | $\$ 0.00$ |  |
| $\$ 37,422.00$ |  |  |  |  |

## Reservations \& Deposits

Initials
Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25 -student minimum to reserve site facilities. Full payment is due 30 days prior to checkin. Any changes to the standard due dates and payment structure are subject to Pali Institute's approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 05-17-2022 through Lunch on 05-20-2022, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute Staff.

## Late Payment Fees

## Initials

Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to Wagon Wheel Elementary, with payment due upon receipt.

If accounts are not paid in full within 15 days following the trip, Pali Institute shall be entitled to recover all expenses (including attorneys' fees) related to the collection of overdue invoices. Any amounts not paid when due shall bear interest at a rate of $1.5 \%$ per month or the maximum amount legally allowable, whichever is greater, until such time as all outstanding amounts (including all interest and collection-related expenses) have been paid in full.

| Payment Number | Amount Due | Due Date |
| :---: | :---: | :---: |
| 1 | $\$ 1,500.00$ | $05-26-2021$ |
| 2 | $\$ 2,772.00$ | $11-09-2021$ |
| 3 | $\$ 15,825.00$ | $01-14-2022$ |
| 4 | $\$ 17,325.00$ | $04-15-2022$ |

All payments should be made out to Pali Institute, and mailed to:

## Contract \#: 08275

Dates of Attendance: 04-18-2022 to 04-20-2022

## SITE RESERVATION AGREEMENT

This is an agreement between Pali Institute, Inc. and RH Dana Elementary for the use of Pali Institute's Outdoor Education program.

RH Dana Elementary
Elizabeth Gabriel

Trip Details: 3-day Trip

| Attendee Type: | Quantity: | Price: | Total: |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Student Payee | 28 | $\$ 335.00$ | $\$ 9,380.00$ |  |  |
| Student Scholarship | 1 | $\$ 0.00$ | $\$ 0.00$ |  |  |
| Teacher Payee | 1 | $\$ 167.50$ | $\$ 187.50$ |  |  |
| Teacher Scholarship | 1 | $\$ 0.00$ | $\$ 0.00$ |  |  |
|  |  |  |  |  | Total Cost: $\$ 9,547.50$ |

## Reservations \& Deposits

## Initials

Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25 -student minimum to reserve site facilities. Full payment is due 30 days prior to checkin. Any changes to the standard due dates and payment structure are subject to Pali Institute's approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 04-18-2022 through Lunch on 04-20-2022, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute Staff.

## Late Payment Fees

## Initials

Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to RH Dana Elementary, with payment due upon receipt.

If accounts are not paid in full within 15 days following the trip, Pali Institute shall be entitled to recover all expenses (including attorneys' fees) related to the collection of overdue invoices. Any amounts not paid when due shall bear interest at a rate of $1.5 \%$ per month or the maximum amount legally allowable, whichever is greater, until such time as all outstanding amounts (including all interest and collection-related expenses) have been paid in full.

|  | DEPOSIT SCHEDULE |  |
| :---: | :---: | :---: |
| Payment Number | Amount Due | Due Date |
| 1 | $\$ 4,023.75$ | $02-07-2022$ |
| 2 | $\$ 1,500.00$ | $12-17-2021$ |
| 3 | $\$ 4,023.75$ | $03-21-2022$ |

All payments should be made out to Pali Institute, and mailed to:
Pali Institute Attn: Relationship Manager
PO Box 2237, Running Springs, CA 92382

## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 20, 2022 ("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".

## GUIDA SURVEYING, INCORPORATED

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code $\S 35160$, Government Code $\S \S 4526$ 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 $\mathbf{\$ 9 , 3 0 0 . 0 0}$ in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for November 1, 2021 to March 31, 2022, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.
[ X ] General Conditions [ ] Special Conditions [X ] Required Documents and Certifications [ X ] Purchase Order(s)
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

## Capistrano Unified School District

| By: |  |
| :--- | :--- |
| Name: | Lynh N. Rust |
| Title: | Executive Director, Contracts \& Purchasing |
| Board Approval Date : January 19, 2022 |  |

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

| Tim Fettig |
| :--- |
| Principal |
| 9241 Irvine Blvd., Suite 100 |
| Irvine, Ca. 92618 |
| tfettig@ guidasurveying.com |

## Narrative:

Guida Surveying Inc. received a "Request for Proposals" from Daniel Clem of TELACU Construction management. All survey work for this procurement will be under the direct supervision of a Licensed Land Surveyor, registered with the State of California, Board for Professional Engineers and Land Surveyors.

## Scope Elements

SCOPE: Professional Survey Services :
Guida Surveying (GSI) will provide Professional Land Surveying Services for the subject project, and Deliverable: AutoCAD Civil 3D DWG file with DTM Surface, Contours, and planimetric data.

## FIXED FEE

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

Scope of Services:
Field data collection \& field to office calculations

FEE
\$ 9,300.00

Hourly Breakdown of Services

| Scope of Work | 2 Man <br> Crew | PM / <br> PLS | Project <br> Surveyor | Survey <br> Analyst | Project <br> Coordinator |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Field Establish Control | 4 | 2 | 2 | 2 | 2 |
| Perform Topographic Survey | 12 | 2 | 4 | 12 | 2 |
| TOTALS | 16 | 4 | 6 | $\mathbf{1 4}$ | $\mathbf{4}$ |

Proposal Assumption - SCOPE:
Proposal assumes CLIENT will provide coordination and access to the site.

## Schedule

Guida Surveying Inc. believes project can be completed within 1 week upon receipt of the notice to proceed from CLIENT, weather permitting.

Note:
This proposal does not include Condo Plans, ALTA Surveys, Monumentation, Certifications, or Corner Records, which can be included as a separate item upon verification of the number of monuments disturbed.

Thank you for considering Guida Surveying Inc. for your Land Surveyor needs.

## Limits of Survey Exhibit

## ESENCIA K-8 TOPO REQUEST



## SOUTHERN CALIFORNIA | SURVEY AND MAPPING RATE SHEET

## Rates effective through June 30, 2022

## hourly Rates

## LABOR DESCRIPTION

## HOURLY RATE

Principal ..... $\$ 255.00$
Senior Project Manager ..... $\$ 230.00$
Project Manager ..... \$205.00
Senior Project Surveyor ..... \$190.00
Project Surveyor ..... \$180.00
Senior Survey Analyst ..... \$160.00
Survey Analyst ..... \$140.00
Survey Technician ..... \$120.00
Project Coordinator ..... \$100.00
Field Survey Rates by Prevailing Wage Classification*
1-Person Survey Crew ..... \$195.00
2-Person Survey Crew ..... \$315.00
3-Person Survey Crew ..... $\$ 450.00$
*1-, 2- and 3-person survey crews are inclusive of survey vehicles, conventional and GPS survey equipment, and associated surveytools, safety equipment, etc.

## MINIMUM HOURLY CHARGE (PREVAILING WAGE ONLY)

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

## ESCALATION

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

## OVERTIME

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

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

## OTHER DIRECT COSTS

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

## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 20, 2022 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

## TELACU CONSTRUCTION MANAGEMENT, 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 $\S 35160$, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and
WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:
Scope of Work/Services. Contractor shall perform the services as set forth in the proposal received pursuant to RFP No. 61718, the RFP No. 6-1718 document and any certifications and documents described therein, including but not limited to any addenda (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit
A. The total cost of services requested by District and provided by Contractor under this Agreement shall be specifically authorized by Purchase Order ( PO ) and is estimated to be no more than: $\mathbf{\$ 1 5 9 , 3 6 0 . 0 0}$ in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from October 1, 2021 through December 31, 2022 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 $\S 17596$.

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 : January 19, 2022 |  |

## Contractor

Signature:
Name:
Title:
Address:
Email Address:
Esencia k-8 Portable Classroom Addition


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

## FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this day 20th of January 2022, by and between DOHENY PLUMBING hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount estimated to be $\$ 13,350.00$ for the following:

Perform gas test on entire school. Plumb in new gas feeds off the new gas meter to
feed new STEAM building at Fred Newhart Middle School

As described in the attached Exhibit A.
2. The term of the Contract shall begin on November 15, 2021, and end upon completion.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Chief Facilities Officer or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days ( 1 year) from the date of acceptance by District.
7. This Contract includes all Contract Documents as indicated below:
$\square$ W-9 Request for Taxpayer Identification Number and Certification
$\square$ Quote/Proposal, dated 60511/11/15/2021
$\square$ Plans and Specifications/Scope of Work
$\square$ Worker's Compensation Certificate
$\square$ Purchase Order Number $\qquad$
$\square$ Liability Insurance
$\square$ Certificate Guarantee
$\square$ Certification by Contractor of Criminal Records Check
$\square$ Contractor's Certificate Regarding Non-Asbestos
$\square$ Containing Materials Payment Bond \$ $\qquad$
$\square$ Faithful Performance Bond \$ $\qquad$
California State Contractor's License No. 736531 - Expires 06/30/2023Drug-Free Workplace
Certification Tobacco Use Policy
DIR Registrations No. 1000023644 - Expires 06/30/2023
$\square$ Other: Vaccine Verification/Testing Policy
8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT
By: $\qquad$
Signature
Lynh N. Rust
Print Name

Executive Director, Contracts \& Purchasing Title

Board Approval Date: January 19, 2022

## CONTRACTOR:

By: $\qquad$
Signature

Print Name

Title

Contractor's License No.
(Corporate Seal, if Incorporated)

Doheny Plumbing, Inc
Estimate
1210 Puerta Del Sol
San Clemente, CA 92673-6310
Office Number 949 492-0137

| Name / Address |
| :--- |
| Capistrano Unified School District |
| Maintenance \& Operations |
| Account Clerk Julie Focht |
| 32972 Calle Perfecto |
| San Juan Capistrano, Ca 92675 |
|  |

## Ship To

Newhart Middle School
Greg Smith 714.497.7646
25001 Veterans Way
Mission Viejo, CA 92692

| P.O. No. | Rep | Admin/Office |  |
| :---: | :---: | :---: | :---: |
|  | ESTIMATE | RC | CLC |

Description
ESTIMATE TO PERFORM GAS TEST ON ENTIRE SCHOOL. WILL NEED TO SHUT OFF ALL ISOLATION VALVES ON ROOF AND IN BUILDINGS TO PERFORM TEST. AFTER TEST WILL PLUMB IN NEW GAS FEEDS OFF OF THE NEW GAS METER TO FEED NEW BUILDING WITH MEDIUM PRESSURE FEED AND TIE INTO BOTH 3" LINES WITH REGULATED PRESSURE MANIFOLD AS INSTRUCTED BY GAS COMPANY DIAGRAM. REGULATOR AND ALL LOCKING VALVES TO BE SUPPLIED BY CUSD. 3" LINES WILL BE REDUCED TO 2" GALVANIZED PIPES TYING INTO 2" MANIFOLD. IF LEAKS ARE FOUND ON EXISTING SYSTEM, ADDITIONAL COST TO LOCATE LEAKS WILL BE CHARGED AS A CHANGE ORDER.

PRICE IS SUBJECT TO CHANGE DUE TO ANY UNFORESEEN OBSTACLES THAT MAY OCCUR, THAT ARE NOT WRITTEN IN THIS BID.
IF PERMITS ARE REQUIRED, THEY ARE NOT INCLUDED IN THIS ESTIMATE.
ESTIMATE GOOD FOR 48 HOURS DUE TO POSSIBLE INCREASE IN PRICING ON MATERIALS

Estimate good for 48 hours!

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> 33122 Valle Road San Juan Capistrano, CA 92675 

## FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this day 20th of January 2022, by and between JAYCOX CONSTRUCTION CNG hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount estimated to be $\$ 20,270.38$ for the following:

Provide specialty hose materials and hose extension installation for the
Transportation North CNG expansion project.
As described in the attached Exhibit A.
2. The term of the Contract shall begin on November 01, 2021, and end upon completion.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Chief Facilities Officer or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.
7. This Contract includes all Contract Documents as indicated below:
$\square$ W-9 Request for Taxpayer Identification Number and Certification
$\square$ Quote/Proposal, Dated:CPUSDQ210/11/01/2021
$\square$ Plans and Specifications/Scope of Work
$\square$ Worker's Compensation Certificate
$\square$ Purchase Order Number $\qquad$
$\square$ Liability Insurance
$\square$ Certificate Guarantee
$\square$ Certification by Contractor of Criminal Records Check
$\square$ Contractor's Certificate Regarding Non-Asbestos
$\square$ Containing Materials Payment Bond \$ $\qquad$
$\square$ Faithful Performance Bond \$ $\qquad$
California State Contractor's License No. 908226 - Expires 06/30/2023Drug-Free Workplace
Certification Tobacco Use Policy
DIR Registrations No. 1000012116 - Expires 06/30/2022
$\square$ Other: Vaccine Verification/Testing Policy
8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT
By: $\qquad$
Signature
Lynh N. Rust
Print Name

Executive Director, Contracts \& Purchasing Title

Board Approval Date: January 19, 2022

## CONTRACTOR:

By: $\qquad$
Signature

Print Name

Title

Contractor's License No.
(Corporate Seal, if Incorporated)

## EXHIBIT A

Jaycox Construction CNG
750 W 40th St.
San Bernardino, CA 92407
909-520-6717
JaycoxConstructionCNG.com

| Name/Address |
| :--- |
| Capristrano Unified School Distrct |
| 32972 Calle Perfecto |
| San Juan Capistrano, CA 92675 |


| Date | Quote No. |
| :---: | :---: |
| $11 / 01 / 21$ | CPUSDQ210 |

## Quote



Experience \& Integrity
Certified Small Business \# 1802443
A \& B Licensed General Contractor\# 908226 DIR \# 1000012116

This quote is applicable for 30 days ALL DOCUMENTS ARE CONFIDENTIAL-FOR INTERNAL DISTRIBUTION ONLY


## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 20, 2022 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

## ECS IMAGING, 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 $\S 35160$, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and
WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: $\mathbf{\$ 1 3} \mathbf{8 5 5 1 . 2 6}$ in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from November 8, 2021 through June 30, 2022 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 $\S 17596$.

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 : January 19, 2022

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

| Debbie Bodewin |
| :--- |
| Executive Vice President |
| 5905 Brockton Ave. Ste. C |
| Riverside, CA 92506 |
| debbi@ecsimaging.com |



Description of Product and Services
Scanning 2020 Permanent Grad Files into Laserfiche. Indexing is just Student Number

Scanning Services

| sku | Description |  | Unit Prlce | Quantity |  | Line Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ECSS-REG-B\&W | ECS Black \& White Document Scanning Services up to legal size | \$ | 0.110 | 73500.00 | \$ | 8,085.00 |
| ECSS-REG-COLOR | ECS Color Document Scanning Services up to legal size | \$ | 0.140 | 10500.00 | \$ | 1,470.00 |
| ECSS-PREP | ECS Prep Charge Per Hour | \$ | 50.000 | 50.00 | \$ | 2,500.00 |
| ECSS-PICKUP | ECS Pick Up Fee | \$ | 200.000 | 2.00 | \$ | 400.00 |
| ECSS-DVD\&PLUS | ECS DVD Set - 1 Data DVD \& 1 Plus Viewer DVD | \$ | 100.000 | 4.00 | \$ | 400.00 |
| ECSS-INDEX | ECS Indexing Fee Per Hour | \$ | 50.000 | 0.00 | \$ | - |
| ECSS-UPLOAD | ECS Upload Fee - Per Volume | \$ | 50.000 | 0.00 | \$ | - |

## Scanning Subtotal \$ 12,855.00

Special Terms
Option to have DVDs or to upload data via USB hard drive.

## Tax Rate San Juan Capistrano*

7.75\%

| Subtotal | \$ | $12,855,00$ |
| ---: | ---: | ---: |
| Tax | $\$$ | 996.26 |
| Total | $\$$ | $\mathbf{1 3 , 8 5 1 . 2 6}$ |

## Terms \& Conditions:

- Payment Terms: Net 20 after each batch returned.
- Laserfiche Tiffs in portable volumes to be attached to your Laserfiche system
- ECS will train customer on how to load data onto LF Server during first delivery, if needed
- Consulting of folder template and volume set ups included in project set up fee
- Items will be placed back into original carrier (folder, sleeve, etc.)
- Items will be delivered free of charge after being scanned
- Items are scanned in order received. Any additional requests are subject to a charge
- Scanning in Tiff images is 200-300dpi depending on need
- Paper/Plans: Indexing included is 2 fields, up to 20 characters and Unique Document Name up to 20 characters each
o Microfiche: Indexing included is the name on the Sleeve o Microfilm: Indexing included is the name on the Cartridge
- Images that have been fiched/filmed reverse have additional charge o All prices listed above are for estimating purposes only. Actual prices may vary o Any upload fee is for 5 GB per volume maximum
- Pick up / Delivery charges (pricing varies, based on location and quantity
- Change orders after files have been returned are subject to restructuring/reindexing fee - OCRing can be done during scan process at no charge. Any verification time is $\$ 30.00$ Per Hour - DVD Set = 1 Data DVD, 1 Plus Viewer DVD - Plus DVD has retrieval engine on DVD. Regular size documents fit approximately 90,000 images
o CD Set $=1$ Data $\mathrm{CD}, 1$ Plus Viewer CD - Plus CD has retrieval engine on CD . Regular size rolls fit approximately 10,000 images
o Boxes may be destroyed at the customer's request at a cost of $\$ 16.00$ a box. A Destruction Certificate will be provided
o While documents are at ECS, we can provide an electronic copy for up to 4 per batch at no charge. Additional special handling requests are subject to charge of $\$ 30 /$ per hour - IMPORTANT: Once the imaged data has been delivered you will have 90 days to review all images. After 90 days all original documents will be destroyed or a storage box fee will apply - ECS may choose to utilize a scanning partner to perform these services as quoted and ECS would remain the billing agent.
o Standard processing fee added to credit card payments

| Box/Doc Type | Box Count | Image Count | Total Images |
| :---: | :---: | :---: | :---: |
| Grads | 42 | $\underline{2000}$ | 84,000 |
|  |  |  | - |
|  |  |  |  |
|  |  |  |  |
|  |  | Total Image Count | 84,000 |

## Total Boxes

## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 20, 2022 ("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".

## SUSAN E. PICK

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 $\S 35160$, Government Code $\S \S 4526$ 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 $\mathbf{\$ 5 0 , 0 0 0 . 0 0}$ in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for December 1, 2021 to June 30, 2022, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.
[ X ] General Conditions [ ] Special Conditions [X ] Required Documents and Certifications [ X ] Purchase Order(s) IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

## Capistrano Unified School District

By:
Name: Lynh N. Rust
Title: Executive Director, Contracts \& Purchasing
Board Approval Date : January 19, 2022

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

| Susie Pick |
| :--- |
| Licensed Clinical Social Worker |
| 27215 Stagewood Ct. |
| Laguna Hills, CA 92653 |
| susie826@yahoo.com |

## Rate Sheet

## Susan E. Pick, LCSW

License number: LCSW18770

## 27215 Stagewood Court

Laguna Hills, CA 92653
818-599-1832
susie826@yahoo.com
$\$ 100 /$ hour to provide counseling and educationally related mental health services

## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 20, 2022 ("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".

## BRAIN LEARNING PSYCHOLOGICAL CORPORATION

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 $\S 35160$, Government Code $\S \S 4526$ 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 $\mathbf{\$ 2 5 , 0 0 0 . 0 0}$ in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for December 1, 2021 to June 30, 2022, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.
[ X ] General Conditions [ ] Special Conditions [X ] Required Documents and Certifications [ X ] Purchase Order(s) IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

## Capistrano Unified School District

By:
Name: Lynh N. Rust
Title: Executive Director, Contracts \& Purchasing
Board Approval Date : January 19, 2022

## Contractor

Signature:
Name:
Title:
Address:

Email Address: office@brainlearning.com

## Rate Sheet 2021-2022

## BRAINLEARNING气. <br> Assessment \& Treatment

All evaluations include: an observation of school setting, records review, complete assessment report, and participation at IEP meeting or school meeting. We will review all available records for each student in order to answer the referral questions. We will also interview anyone who is knowledgeable of the student as it relates to evaluation. All of our evaluations are conducted in an objective and professional manner.

| Evaluation | Assessment Cost range |
| :--- | :--- |
| Academic | $\$ 1,700-\$ 2,800$ |
| Psychoeducational Evaluation (basic cognitive, <br> academic, adaptive, social, emotional, <br> processing) | $\$ 3,500-\$ 4,500$ |
| School Neuropsychological Evaluations <br> (Cognitive, language, motor, sensory, adaptive, <br> executive, attention, academic \& social/ <br> emotional) | $\$ 4,500-\$ 5,500$ |
| Educationally Related Mental Health <br> Assessment (ERMHS) | $\$ 2,000-\$ 3,000$ (\$200 per hour) |
| Higher Level of Care Eval. (RTC) | $\$ 3,000-\$ 5,000$ ( $\$ 200$ per hour) <br> + Travel expenses if out of area $*$ <br> Prep. \& File Review <br> Testimony/ Deposition$\$ 200 /$ per hour <br> $\$ 300 /$ per hour |

*Evaluations are billed at a rate of $\$ 250 /$ per hour

* *Travel expenses will be billed at the budget rate.

PHONE - FAX
P: 619 324-9764
F: 619 713-5870
'WEBSITE
www.brainlearning.com

## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 20, 2022 ("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".

## RICHARD FURBUSH dba R FURBUSH, 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 $\S 35160$, Government Code $\S \S 4526$ 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 $\mathbf{\$ 4 , 0 0 0 . 0 0}$ in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for December 8, 2021 to June 30, 2022, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.
[ X ] General Conditions [ ] Special Conditions [X ] Required Documents and Certifications [ X ] Purchase Order(s) IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

## Capistrano Unified School District

By:
Name: Lynh N. Rust
Title: Executive Director, Contracts \& Purchasing
Board Approval Date : January 19, 2022

## Contractor

Signature:

Name:
Title:
Address:
Richard Furbush
Occupational Therapist
15 Songbird Lane
Aliso Viejo, CA 92656
Email Address:
rfurbush01@gmail.com

# R Furbush, INC. Tax I.D. \# 11-3765076 

## Rates 2021-22 Independent Educational Evaluations - Occupational Therapy <br> EFFECTIVE JULY 1, 2021 - JUNE 302022

## Second opinion evaluation (IEE)

(In-clinic) \$1700.00
(includes all administration, scoring and interpretation of assessment, written report, document review up to one hour, parent meeting up to one hour, classroom observation of one hour, travel time up to 40 minutes total for roundtrip included). IEP attendance and/or Due process hearings are not included in the above rate.
(On-site/in-home) \$1900.00
(includes all administration, scoring and interpretation of assessment, written report, document review up to one hour, parent meeting up to one hour, classroom observation of one hour, travel time up to 40 minutes total for roundtrip). IEP attendance and/or Due process hearings are not included in the above rate.

Additional hours in excess of the services noted above are billed at $\$ 90.00$ per hour in 15 minute increments with minimum of 15 minutes charged except for IEP meetings, Due process hearings, etc.

## Rates for IEP attendance and/or Due process hearings are below.

## IEP Attendance/Participation and/or Due Process Hearings

On-site $\quad \$ 110.00$ per hour plus travel (1 hour minimum charge)
Phone $\quad \$ 75.00$ per hour (60 minutes minimum charge)

## Travel time charges are listed below.

Travel time
Travel time exceeding 40 minutes total roundtrip will be billed at $\$ 90.00$ per hour with a minimum charge of 30 minutes.

## Additional charges as required

Additional insurance coverage - Billed at cost
Live scan screening - Billed at cost

## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 20, 2022 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

## LEADERSHIP ASSOCIATES, LLC

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

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and
WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order ( PO ) and is estimated to be no more than: $\mathbf{\$ 1 3 , 6 5 0 . 0 0}$ in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from July 1, 2021 through June 30, 2022 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 : January 19, 2022

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

$$
\begin{aligned}
& \hline \text { Betty Hall } \\
& \hline \text { Contracts Administrator } \\
& \hline 449 \text { W. Foothill Blvd., Suite } 427 \\
& \hline \text { Glendora, Ca. } 91741 \\
& \hline \text { bhall@leadershipassociates.com } \\
& \hline
\end{aligned}
$$

## SCOPE OF WORK

Capistrano Unified School District Superintendent

2021-22

The Scope of Work describes the responsibilities and commitments of Leadership Associates and Capistrano Unified School District

These tasks will be performed from July 2021 through June 2022 at a cost not to exceed $\$ 13,650$

| Consultant/Services |  |
| :--- | :--- |
| Consultant/Services <br> Superintendent $\$ 13,650$ | 7 days |
| - Provide up to the equivalent of 3 days support and advisement for the |  |
| superintendent on an as needed basis, including areas such as |  |
| governance protocols and policies, and |  |
| Up to 4 days for the Leadership Team Retreat |  |

## MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2021 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

## YOUTH CARE OF UTAH, INCORPORATED

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:

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

Fees and Expenses. 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.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2021 through June 30, 2022.

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 $\operatorname{Order}(\mathrm{s})$, 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"

| By: | Capistrano Unified School District |
| :--- | :--- |
| Name: | Lynh N. Rust |
| Title: | Executive Director, Contracts \& Purchasing |
| Board Approval Date: January 19, 2022 |  |

"CONTRACTOR"

| By: | Youth Care of Utah, Incorporated |
| :--- | :--- |
| Name: | Star Waddell |
| Title: | Chief Financial Officer |
| Email: | star.waddell@acadiahealthcare.com |

## CONTRACTOR Youth Care of Utah, Inc. <br> CONTRACTOR NUMBER 77-76422-6131262

## 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

## A. Basic Education Program/Special Education Instruction Basic Education Program/Dual Enrollment

| $\overline{\text { Rate }}$ | Period |
| :--- | :--- |
| $\$ 202.00$ | Day |
|  |  |

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

## B. Related Services

(1)
a. Transportation - Round Trip
b. Transportation - One Way
c. Transportation - Dual Enrollment
d. Public Transportation
e. Parent*
(2) a. Educational Counseling - Individual
b. Educational Counseling - Group
c. Counseling - Parent/Family
(3) a. Adapted Physical Education - Individual
b. Adapted Physical Education - Group of
c. Adapted Physical Education - Group of $\qquad$
(4) a. Language and Speech Therapy - Individual
b. Language and Speech Therapy - Group
c. Language and Speech Therapy - Group of 3
d. Language and Speech Therapy - Per diem
e. Language and Speech - Consultation Rate
(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 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
b. Behavior Intervention - Supervision

Provided by:

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

## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 20, 2022 ("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".

## KATIE CRESS

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 $\S 35160$, Government Code $\S \S 4526$ 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 $\mathbf{\$ 5 0 , 0 0 0 . 0 0}$ in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for December 13, 2021 to June 30, 2022, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.
[ X ] General Conditions [ ] Special Conditions [X ] Required Documents and Certifications [ X ] Purchase Order(s)
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

## Capistrano Unified School District

By:
Name: Lynh N. Rust
Title: Executive Director, Contracts \& Purchasing
Board Approval Date : January 19, 2022

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

| Katie Cress |
| :--- |
| Licensed Professional Clinical Counselor |
| 31722 Via Coyote |
| Coto de Caza, CA 92679 |
| Katie.m.cress $@$ gmail.com |

## FEE SCHEDULE

Katie Cress<br>31722 Via Coyote<br>Coto de Caza, CA 92679<br>562-310-5504<br>Katie.m.cress@gmail.com

Description of Services
Licensed Professional Clinical Counselor, LPCC7375
Fulfilling the role of Intervention Specialist for Capistrano Unified School District.

> Rate of Pay
> $\$ 85.00$ per hour

Signature Katie Cess Date $|z| q \mid z 1$
Typed or Printed Name
Katie Cress

## MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2021 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

## CARE YOUTH CORPORATION dba LAVA HEIGHTS ACADEMY

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:

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

Fees and Expenses. 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.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2021 through June 30, 2022.

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 $\operatorname{Order}(\mathrm{s})$, 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"
By: Capistrano Unified School District
Name:

| Lynn N. Rust |
| :--- |
| Title: |
| Board Approval Date : January 19, 2022 |

## "CONTRACTOR"

By: CARE Youth Corporation dba Lava Heights Academy
Name:
Title:
Email:

| David Allred |
| :--- |
| Executive Director |
| laura.parks@rop.com |

## CONTRACTOR CARE Youth Corporation CONTRACTOR NUMBER 77-76422-0136358 2021-2022 dba Lava Heights Academy (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

## A. Basic Education Program/Special Education Instruction Basic Education Program/Dual Enrollment

| Rate | Period |
| :--- | :--- |
| $\$ 155.00$ | School Day |
|  |  |

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

## B. Related Services

(1)
a. Transportation - Round Trip
b. Transportation - One Way
c. Transportation - Dual Enrollment
d. Public Transportation
e. Parent
(2) a. Educational Counseling - Individual
b. Educational Counseling - Group
c. Counseling - Parent/Family
(3) a. Adapted Physical Education - Individual
b. Adapted Physical Education - Group of
c. Adapted Physical Education - Group of
(4) a. Language and Speech Therapy - Individual
b. Language and Speech Therapy - Group
c. Language and Speech Therapy - Group of 3
d. Language and Speech Therapy - Per diem
e. Language and Speech - Consultation Rate
(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 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
b. Behavior Intervention - Supervision

Provided by:

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

## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 20, 2022 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

## THE SPEECH PATHOLOGY GROUP, INCORPORATED

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

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and
WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order ( PO ) and is estimated to be no more than: $\mathbf{\$ 8 0 , 0 0 0 . 0 0}$ in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from December 15, 2021 through June 30, 2022 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 $\S 17596$.

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 : January 19, 2022

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

| Susan Stark |
| :--- |
| President |
| 2021 Ygnacio Valley Road C-103 |
| Walnut Creek, CA 94598 |
| contracts@spgtherapy.com |

## EXHIBIT A

## 2021-2022 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR:
The CONTRACTOR CDS NUMBER:
PER ED CODE 56366 - TEACHER-TO-PUPIL RATIO: $\qquad$
Maximum Contract Amount: $\qquad$
Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:
2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech \& Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $\qquad$
3) Related Services

| SERVICE | RATE | PERIOD |
| :---: | :---: | :---: |
| Intensive Individual Services (340) |  |  |
| Language and Speech (415) | \$760.00 | day |
| Assessment | \$125.00 | hour |
| Specialty: Bilingual SLP Services | \$850.00 | day |
| Specialty: AAC | \$125.00 | hour |
| Assistive Technology Services (445) | \$125.00 | hour |
| Occupational Therapy (450) | \$760.00 | day |
| Physical Therapy (460) | \$760.00 | day |
| Individual Counseling (510) |  |  |
| Counseling and Guidance (515) |  |  |
| Parent Counseling (520) |  |  |
| Social Work Services (525) |  |  |
| Psychological Services (530) | \$152.00 | hour |
| Behavior Intervention Implementation (BII) | \$82.00 | hour |
| Behavior Intervention Development (BID) | \$135.00 | hour |
| Ed Technican | \$82.00 | hour |
| Interpreter Services (715) |  |  |
| Audiological Services (720) |  |  |


| Specialized Vision Services (725) |  |
| :---: | :---: |
| Orientation and Mobility (730) |  |
| Specialized Orthopedic Services (740) |  |
| Reader Services (745) |  |
| Transcription Services (755) |  |
| Recreation Services, Including Therapeutic (760) |  |
| College Awareness (820) |  |
| Work Experience Education (850) |  |
| Job Coaching (855) |  |
| Mentoring (860) |  |
| Travel Training (870) |  |
| Other Transition Services (890) |  |
| Other (900) |  |
| Other (900) |  |

## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 20, 2022 ("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".

## YULIANNA ESPINOZA

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 $\S 35160$, Government Code $\S \S 4526$ 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 $\mathbf{\$ 2 5 , 0 0 0} .00$ in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for December 15, 2021 to June 30, 2022, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.
[ X ] General Conditions [ ] Special Conditions [X ] Required Documents and Certifications [ X ] Purchase Order(s)
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

## Capistrano Unified School District

By:
Name: Lynh N. Rust
Title: Executive Director, Contracts \& Purchasing
Board Approval Date : January 19, 2022

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

| Yulianna Espinoza |
| :--- |
| Owner |
| 1323 Clay Avenue |
| Waco, TX 76706 |
| yuliannaespinoza2@gmail.com |

# EXHIBIT A <br> Yulianna Espinoza 

254-457-8798

## Yuliannaespinoza2@gmail.com

The following is the price list you requested. Please keep in mind that all the prices are negotiable depending on the contract. This is just an estimate.

Literary (early grades): Uncontracted, single-sided double spaced
\$4.00 per braille page
\$4.00 per graphics page

Literary (early grades) Technical Material and Nemeth: Uncontracted, single-sided double spaced
\$4.00 per braille page
\$4.00 per graphics page

Textbook formatting:
\$5.00 per braille page
\$5.00 per graphics page (Simple graphics)
\$5.00 per graphics page (Maps)

Nemeth or Technical Material:
\$6.00 per braille page
\$6.00 per graphics page

Chemistry or Biology:
\$6.50 per braille page
\$7.00 per graphics page
25\% mark up for rush jobs.

## Delivery dates are set based on the schedule you provide me with.

## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 20, 2022 ("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".

## GUIDA SURVEYING, INCORPORTED

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 $\S 35160$, Government Code $\S \S 4526$ 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 $\mathbf{\$ 6 2 , 8 1 3 . 0 0}$ in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for December 1, 2021 to June 30, 2022, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.
[ X ] General Conditions [ ] Special Conditions [X ] Required Documents and Certifications [ X ] Purchase Order(s)
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

## Capistrano Unified School District

By:
Name: Lynh N. Rust
Title: Executive Director, Contracts \& Purchasing Board Approval Date : January 19, 2022

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

| Tim Fettig |
| :--- |
| Principal |
| 9241 Irvine Blvd., Suite 100 |
| Irvine, Ca. 92618 |
| tfettig@guidasurveying.com |

## EXHIBIT A



## PROJECT UNDERSTANDING

Guida is in receipt of a Request for Proposal from TELACU to provide Professional Land Surveying Services for the subject project. Guida has performed many surveys at Dana Hills High School, and is familiar with the requirements and protocols to work at Capistrano Unified School District schools and will insure our services meet the requirements required. Guida will provide new Aerial Topographic Surveys, Design Surveys, Utility Surveys, and the utilization of Mark and Locate (to be provided by C-Below).

## PROJECT LIMITS

Limits of Aerial Topography (in RED) \& Design ground Surveys (in Blue)



## SCHEDULE

Guida believes this project can be completed in 4-6 weeks from the Notice to Proceed from the Client (weather permitting)

Hourly Breakdown of Services

| Scope of Work | 2 Man <br> Crew | Survey <br> Technician | Sr <br> PM | PM / <br> PLS | Project <br> Surveyor | Survey <br> Analyst | Project <br> Coordinator | Expenses/ Subs <br> Including 10\% <br> Mark-up |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Field Establish Control | 8 | 0 | 1 | 2 | 4 | 0 | 2 | $\mathbf{0}$ |
| Fly new 1" $=$ 20' scale Aerial Topography, Set <br> and control 8 Targets | 8 | 0 | 1 | 2 | 8 | 8 | 2 | $\mathbf{4 5 0 0}$ |
| Perform Ground/Design Surveys | 40 | 0 | 1 | 10 | 30 | 40 | 2 | $\mathbf{0}$ |
| Provide Ground Penetrating Radar of <br> utilities (C-Below Sub Consultant) Area in <br> Blue | 0 | 0 | 0 | 8 | 0 | 0 |  | 2 |

FEE

## SERVICE

Field Establish Control
Set Targets, Fly New Aerial Topography
Perform Ground Surveys (area in blue)
Provide Ground Penetrating Radar (C Below)

## FEE

\$ 4,080.00
10,870.00
26,080.00
21,783.00

The surveys defined herein will be completed for a fixed fee of:
*This fee includes an estimated cost for labor, equipment and other direct costs.

X HOURLY RATE SHEET INCLUDED

## SOUTHERN CALIFORNIA | SURVEY AND MAPPING RATE SHEET

## Rates effective through June 30, 2022

## HOURLY RATES

## LABOR DESCRIPTION

## HOURLY RATE

Principal ..... $\$ 255.00$
Senior Project Manager ..... $\$ 230.00$
Project Manager ..... \$205.00
Senior Project Surveyor ..... \$190.00
Project Surveyor ..... \$180.00
Senior Survey Analyst ..... \$160.00
Survey Analyst ..... $\$ 140.00$
Survey Technician ..... \$120.00
Project Coordinator ..... \$100.00
Field Survey Rates by Prevailing Wage Classification*
1-Person Survey Crew ..... \$195.00
2-Person Survey Crew ..... \$315.00
3-Person Survey Crew ..... $\$ 450.00$
*1-, 2- and 3-person survey crews are inclusive of survey vehicles, conventional and GPS survey equipment, and associated surveytools, safety equipment, etc.

## MINIMUM HOURLY CHARGE (PREVAILING WAGE ONLY)

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

## ESCALATION

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

## OVERTIME

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

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

## OTHER DIRECT COSTS

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

This Agreement for Contracted Services ("Agreement") is effective as of January 20, 2022 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

## TELACU CONSTRUCTION MANAGEMENT, 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 $\S 35160$, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and
WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:
Scope of Work/Services. Contractor shall perform the services as set forth in the proposal received pursuant to RFP No. 61718, the RFP No. 6-1718 document and any certifications and documents described therein, including but not limited to any addenda (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit
A. The total cost of services requested by District and provided by Contractor under this Agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: $\mathbf{\$ 8 6 , 4 0 0 . 0 0}$ in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from October 1, 2021 through December 31, 2022 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 $\S 17596$.

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 : January 19, 2022 |  |

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

| John Clem |
| :--- |
| President |
| 604 N. Eckoff Street |
| Orange, Ca. 92868 |
| dclem@telacu.com |

YMCA Portable Classroom Addition at Esencia

|  |  |  |  | re- |  |  | e-C |  | Cons | tru |  | Cons | tru |  | Cons | tru |  | Subtotal Hours | Subtotal |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| STAFF POSITION |  |  | Hours |  |  | Hours |  | st | Hours |  | Cost | Hours |  | Cost | Hours |  | Cost |  | Costs |
| Project Executive |  | 220 |  |  |  |  |  | arge |  |  | harge |  |  | harge |  |  | harge | 0 | No Charge |
| Project Director | \$ | 180 | 16 | \$ | 2,880 | 16 | \$ | 2,880 | 16 | \$ | 2,880 | 16 | \$ | 2,880 | 16 | \$ | 2,880 | 80 | \$ 14,400 |
| Project Manager |  | 150 |  | \$ | - |  | \$ | - | 160 | \$ | 24,000 | 160 | \$ | 24,000 | 160 | \$ | 24,000 | 480 | \$ 72,000 |
| Project Engineer | \$ | 110 |  | \$ | - | 0 | \$ | - | 0 | \$ | - | 0 | \$ | - | 0 | \$ | - | 0 | \$ |
| Monthly Subtotals |  |  | 16 | \$ | 2,880 | 16 | \$ | 2,880 | 176 | \$ | 26,880 | 176 | \$ | 26,880 | 176 | \$ | 26,880 | SUBTOTAL | \$ 86,400 |

## PROJECT ADDENDUM

## TO

## MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum to Agreement for Architectural Services ("Addendum") is made as of January 20, 2022, and forms a part of the Agreement for Architectural Services between Capistrano Unified School District, a California public school district ("District") and PBK-WLC Architects ("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"):

Ambuehl Elementary School Modernization Project, located at 28001 San Juan Creek Road, 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:
Architect/engineer fees, DSA reimbursable and other reimbursable fees for the Ambuehl Elementary School Modernization Project.

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

## Article 3. Architect Staff

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

| Principal in Charge: | Bruce Ou |
| :--- | :--- |
| Principal: |  |
| Project Director: |  |
| Project Architect: |  |

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

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.

[^2]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 Two Hundred Seventy Eight Thousand and Fifty-Six Dollars $(\$ 278,056.00)$. The Fee is based on _ \% of
the Construction Cost Budget, including all Consultant(s)' fee(s).
[OR]

An amount not to exceed $\qquad$ percent $\qquad$ \%) of the Construction Cost Budget, including all Consultant(s)' fee(s).
[OR]
An amount equal to $\qquad$ percent $\qquad$ \%) of the Construction Cost Budget. The estimated Construction Cost Budget at the time of execution of this Agreement is $\qquad$ dollars (\$ $\qquad$ $)$ ), therefore the estimated fee is $\qquad$ dollars (\$ $\qquad$ ). (\$ $\qquad$ $\times 0$. $\qquad$ = \$ $\qquad$
$\qquad$ Design 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

PROJECT ADDENDUM - AGREEMENT FOR ARCHITECTURAL SERVICES

# 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 as needed
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.

| BASIC HOURLY RATE SCHEDULE |  |
| :--- | :--- |
| Job Title | Hourly Rate |
| Principal | $\$ 245.00$ |
| Senior Project Director | $\$ 215.00$ |
| Project Director | $\$ 215.00$ |
| Senior Project Manager | $\$ 195.00$ |
| Managing Professional | $\$ 195.00$ |
| Senior Professional | $\$ 195.00$ |
| Professional | $\$ 165.00$ |

PROJECT ADDENDUM - AGREEMENT FOR ARCHITECTURAL SERVICES

| 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 <br> or <br> Days for Completion Based on <br> Notice to Proceed or Authorization <br> to Move to Next Phase |
| :--- | :--- |
| Pre- Design/Architectural Program Development Phase: | 30 days |
| For Schematic Design Phase: | 30 days |
| For Design Development Phase: | 30 days |
| For Construction Documents Phase: | 45 days |
| For Bidding Phase: | 45 days |
| For Construction Administration Phase: | 70 days |
| For Close Out: | December 31,2022 |

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


## AMBUEHL ELEMENTARY SCHOOL MODERNIZATION

|  | October 25, 2021 |  |
| :---: | :---: | :---: |
| Percent <br> Factor | Percent <br> Project | Estimated OPSC <br> Funding |

A. ESTIMATED CONSTRUCTION (HARD) COSTS

| Replace (E) flooring with (N) Flooring Finishes |  | \$ | 175,850 | State Grants |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| (N) Interior Paint Finishes |  | \$ | 80,000 |  |  |
| Replace (E) Cork Ceiling with (N) Glue Up Acoustical Tiles |  | \$ | 100,000 |  |  |
| (N) Technology infrastructure Upgrade @ (E) 12 Classrooms |  | \$ | 240,000 |  |  |
| (N) Fire Alarm Upgrade |  | \$ | 153,868 |  |  |
| Replace (E) Caseworks |  | \$ | 120,000 |  |  |
| Upgrade (E) Kinder + Nurse's Restrooms |  | \$ | 100,000 |  |  |
| Demo + Infill Playroom/Loft with (N) Walls + (N) Floor + (N) Door |  | \$ | 120,000 |  |  |
| Replace (E) Doors and Hardwares |  | \$ | 480,000 |  |  |
| Subtotal: |  | \$ | 1,569,718 |  |  |
| Contingency DSA upgrade |  | \$ | 50,000 | \$ |  |
|  |  |  |  | \$ | - |
| Subtotal: |  | \$ | 50,000 |  |  |
| Available for Construction (Prime Contractor Bids) | 54.9\% | \$ | 1,619,718 |  |  |
| Construction Estimate Contingency 10.0\% |  | \$ | 161,972 |  |  |
| Subtotal: | 60.4\% | \$ | 1,781,690 |  |  |
| GC's General Conditions Costs $\quad 8.0 \%$ |  | \$ | 129,577 |  |  |
| Subtotal: | 64.8\% | \$ | 1,911,267 |  |  |
| GC's Fees 5.0\% |  |  | \$80,986 |  |  |
| BID CONTINGENCY (Escalation) 10.0\% |  | \$ | 199,225 |  |  |
| TOTAL ESTIMATED CONSTRUCTION COST: | 74.3\% | \$ | 2,191,478 |  |  |

## B. ESTIMATED PROJECT (SOFT) COSTS

20
21
22
23
24
25
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27
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29
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31
32
33
34
35
36
Site HAZMAT Survey
Site Geotech / Soil Borings
Furniture, Fixtures, Equipment (FFE) Allowance
Architect/Engineer Fees (SD, DD, CD, DSA Approval)
CM's Fee
DSA Plancheck Fees
CDE Project Review Fees
DTSC/HAZMAT Environmental Consultant/Fees
CEQA Consultant - EIR Report
Utility City/County Fees \& Inspections
DSA Inspector of Record

| Special Inspection + Materials Testing |
| :--- |
| Labor Compliance Program Administration |
| Reimbursable |
| Subtotal: |
| PROJECT CONTINGENCY (District reserve added cost) |
| TOTAL ESTIMATED SOFT COST: |
| TOTAL ESTIMATED PROJECT BUDGET: |
| PROJECT ELIGIBILITY (OPSC APPROVED): |
| DISTRICT LOCAL FUNDING: |
| TOTAL AVAILABLE FUNDING: |



## PROJECT ADDENDUM

## TO

## MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum to Agreement for Architectural Services ("Addendum") is made as of January 20, 2022, and forms a part of the Agreement for Architectural Services between Capistrano Unified School District, a California public school district ("District") and HMC Architects ("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"):

YMCA Portable Building Addition at Esencia K-8, located at 5 Aprender Street, Rancho Mission Viejo, Ca. 92694, 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:
The preparation and execution of DSA approved construction documents for two (2) new portable classrooms based on PC modular drawings.

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: | Kyle Peterson |
| :--- | :--- |
| Principal: |  |
| Project Director: |  |
| Project Manager: | Leo Romero |

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: | Salas O'Brien |
| :--- | :--- |
| 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.
3.4. The Architect shall not change any of the key personnel or Consultants listed above without prior

PROJECT ADDENDUM - AGREEMENT FOR ARCHITECTURAL SERVICES
written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.
3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

## Article 4. Schedule of Services

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

## Article 6. Fee and Method of Payment

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

An amount not to exceed Thirty-Four Thousand Dollars ( $\$ 34,000.00$ ). The Fee is based on __ of the Construction Cost Budget, including all Consultant(s)' fee(s).
[OR]

An amount not to exceed $\qquad$ percent $\qquad$ \%) of the Construction Cost Budget, including all Consultant(s)' fee(s).
[OR]

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

PROJECT ADDENDUM - AGREEMENT FOR ARCHITECTURAL SERVICES
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 as needed
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.

| BASIC HOURLY RATE SCHEDULE |  |
| :--- | :--- |
| Job Title | Hourly Rate |
| Principal in charge | $\$ 275.00$ |
| Project Manager/Project Architect/Technical <br> Manager | $\$ 215.00$ |
| Project Manager/Project Architect/Technical <br> Manager | $\$ 190.00$ |
| Project Leader/Technical Leader | $\$ 170.00$ |
| Project Coordinator | $\$ 140.00$ |
| Senior Construction Administrator | $\$ 225.00$ |
| Construction Administrator | $\$ 160.00$ |
| Construction Administration Support | $\$ 105.00$ |
| Design Principal | $\$ 275.00$ |
| Senior Project Designer | $\$ 215.00$ |

PROJECT ADDENDUM - AGREEMENT FOR ARCHITECTURAL SERVICES

| Project Designer | $\$ 190.00$ |
| :--- | :--- |
| Design Leader | $\$ 170.00$ |
| Designer II | $\$ 125.00$ |
| Designer | $\$ 115.00$ |
| Senior Interior Designer | $\$ 215.00$ |
| Senior Interior Project Designer | $\$ 215.00$ |
| Sustainable Design | $\$ 205.00$ |
| Specifications Writer | $\$ 205.00$ |
| Visualization Arts | $\$ 180.00$ |
| Agency Compliance | $\$ 135.00$ |
| Senior Education Facilities Planner | $\$ 220.00$ |
| Education Facilities Planner | $\$ 180.00$ |

## Exhibit "C" (SCHEDULE OF WORK)

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

| Phase | Date to be Completed <br> or <br> Days for Completion Based on <br> Notice to Proceed or Authorization <br> to Move to Next Phase |
| :--- | :--- |
| For Schematic Design Phase: | 45 days |
| For Construction Documents Phase: | 45 days |
| Agency Approval Phase | 90 days |
| For Bidding Phase: | 90 days |
| For Construction Administration Phase: | 150 days |
| For Close Out: | 60 days |

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


November 12, 2021
John Forney
Chief Facilities Officer
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Re: Proposal for YMCA addition at Esencia for Architectural / Engineering Services
Portable Building Addition
HMC \#3429020-000

Dear John,
HMC is pleased to present our proposal to provide Professional Architectural / Engineering Services to the Capistrano Unified School District for the placement of two (2) New Portable Classrooms for YMCA and based on DSA Approved PC modular drawings.

## A. Scope of Work:

The preparation and execution of DSA approved construction documents for two (2) New Portable Classrooms based on PC modular drawings. Scope includes limited code-required upgrades to site accessibility, and an accessible path of travel from the public right of way and parking lot to the new buildings.

Assumptions:

1. The concept is based upon the site plan provided on November 8, 2021.
2. The district shall provide new modular buildings for the campus. Modular manufacturer to provide PC Approved drawings under 2019 code.
3. Rear of portable buildings shall be enclosed with new chain link fencing.
4. New dry wells shall be provided for condensate.
5. New asphalt pad(s) shall be provided below the two (2) portable buildings.
6. Buildings will be installed on temporary wood foundations and new PC-approved ramps shall be indicated for access.
7. Stand-alone fire alarm system design, including new interior smoke detectors, and horn/strobe devices.
8. Site low voltage connections for voice, data, and paging systems. Existing battery clock shall remain. No intrusion or CATV devices are existing at portable.
9. Design exterior lighting on portable classrooms as required maintaining required exiting illumination levels.
10. If fire sprinklers are required due to the buildings being planned for over 3 years of occupancy on site, the sprinkler design and engineering will be provided by the building manufacturer.

## B. Scope of Services:

Scope of basic services shall include Schematic Design Phase; Construction Document Phase; Agency Phase; Bidding Phase; Construction Administration Phase; and a Project Closeout Phase services as outlined in the District's Master Architect/Owner Agreement. Scope of basic services shall include Civil Engineering (on-site only), including minor plumbing coordination, and Electrical Engineering.

In addition to the basic services, the scope of services shall also include the coordination of the new PC approved modular building design and construction.

## C. Work Plan Schedule:

The preliminarily proposed work plan schedule for the project shall be as follows:

- Schematic Design Phase - 45 Calendar Days
- Construction Document Phase - 45 Calendar Days
- Agency Approval Phase - 90 Calendar Days
- Bidding Phase - 90 Calendar Days
- Construction Administration Phase - 150 Calendar Days (5 months)
- Project Closeout Phase - 60 Calendar Days

Note: The Owner and Architect agree and acknowledge, however, that the performance of the Architect's services may depend upon other parties and circumstances which the Architect cannot control. The schedule and fee, therefore, may be extended by agreement between the Owner and Architect, except where the Architect is solely responsible for project delays. Additional scope for this project can be added at an additional fee and possible modification to the schedule.

## D. Exclusions:

The following items are exclusions not assumed or included in this proposal:

1. CEQA or other environmental reports or special studies.
2. Testing and Inspections.
3. Plan check or other permitting fees.
4. Consultants not listed in project scope of services
5. Cost estimates beyond the ROM previously provided to District.
6. Site structures such as lunch shelters
7. Furniture design
8. Geotechnical soils, boring(s), and report
9. Physical project models
10. District shall obtain Division of State Architect certification of any past projects on the site that are not currently certified by DSA to allow this project to receive necessary agency approvals or will establish an agreement with DSA to allow this project to proceed without certification of existing legacy projects.
11. All architectural/engineering services related to interior and/or exterior design or revisions to new PC Approved modular building interiors are excluded, including but not limited to design of new interior partitions, interior finishes, exterior finishes over manufacturerprovided finish, electrical power and data, communications, ceiling finishes, lighting, and HVAC.
12. Title 24 Energy Compliance Documentation is excluded. 100\% In-Plant Inspection Report(s) for portable structure(s) includes Title 2 compliance documentation.
13. Equipment anchorage calculations excluded.

## E. Consultants:

The following consultants will be included in the scope outlined above:

- Electrical Engineer - Salas O'Brien
- Civil Engineer - FPL and Associates
- Cost Estimating (ROM only) - Marcene Taylor


## F. Compensation:

HMC will provide the services outlined in "A. Scope of Work" for a fixed fee of Thirty-Four Thousand Dollars ( $\$ 34,000.00$ ), divided by phase as follows:

| Phase | Fee \% | Fee |  |
| :--- | ---: | ---: | ---: |
| Schematic Design | $20 \%$ | $\$$ | $6,800.00$ |
| Construction Documents | $30 \%$ | $\$$ | $10,200.00$ |
| Agency Review \& Approval | $10 \%$ | $\$$ | $3,400.00$ |
| Bidding \& Negotiations | $5 \%$ | $\$$ | $1,700.00$ |
| Construction Administration | $30 \%$ | $\$$ | $10,200.00$ |
| Closeout | $5 \%$ | $\$$ | $1,700.00$ |
|  | $\mathbf{1 0 0 \%}$ | $\$ \mathbf{3 4 , 0 0 0 . 0 0}$ |  |

## G. Reimbursable Expenses:

Reimbursable expenses are in addition to compensation for Basic and Owner approved Additional Services, including printing, plotting (including 3D plotting), delivery and other expenses related to Agency review, the submittal of electronic files, Bidding, Construction or other Owner requested costs. Expense of transportation (including mileage) in connection with the Project; Expenses in connection with authorized out-of-town travel, including travel time; and fees paid for securing approval of authorities having jurisdiction over the Project. The Architect's compensation shall be computed based on one and fifteen one hundredths (1.15) times the amounts invoiced to the Architect.

## H. Additional Services:

If Additional Services are required beyond the original Scope of Work, such services as described in Attachment "A" HMC Additional Services List, HMC will bill on an hourly basis per Attachment "B", HMC Rate Schedule.

We are pleased to have the opportunity to provide our services to the Capistrano Unified School District. Please send us your Standard Form of Agreement for signature. We look forward to serving the District on this project and if you have any questions, please contact us at (619) 468-4861 or by email at kyle.peterson@hmcarchitects.com.

Sincerely,
HMC GROUP


Kyle Peterson,
Principal
Encls: Attachment "A" - Additional Service List
Attachment "B" - HMC Hourly Rate Schedule

## ATTACHMENT "B"

## HMC Rate Schedule <br> Hourly Rate by Professional Category

(Not all categories need apply to this contract)

| Description |  | Rates |
| :--- | :--- | :--- |
| Principal in Charge | $\$$ | 275 |
| Sr Project Manager/Sr Project Architect/Sr Technical Manager | $\$$ | 215 |
| Project Manager/Project Architect/Technical Manager | $\$$ | 190 |
| Project Leader/Technical Leader | $\$$ | 170 |
| Project Coordinator | $\$$ | 140 |
| Senior Construction Administrator | $\$$ | 225 |
| Construction Administrator | $\$$ | 160 |
| Construction Administration Support | $\$$ | 105 |
| Design Principal | $\$$ | 275 |
| Senior Project Designer | $\$$ | 215 |
| Project Designer | $\$$ | 190 |
| Design Leader | $\$$ | 170 |
| Designer II | $\$$ | 125 |
| Designer | $\$$ | 115 |
| Senior Interior Designer | $\$$ | 215 |
| Senior Interior Project Designer | $\$$ | 215 |
| Sustainable Design | $\$$ | 205 |
| Specifications Writer | $\$$ | 205 |
| Visualization Arts | $\$$ | 180 |
| Agency Compliance | $\$$ | 135 |
| Senior Education Facilities Planner | $\$$ | 220 |
| Education Facilities Planner | $\$$ | 180 |

These are the current hourly rates effective July 1, 2021, through June 30, 2022 and are subject to change one time annually effective July 1st

## BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND TYR, INCORPORATED

This Fifth Amendment to ICA No. 1920198 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and TYR, Incorporated (hereinafter referred to as "Contractor").

## RECITALS

WHEREAS, on November 20, 2019, District's Board of Trustees approved an Agreement with Contractor for the term from January 6, 2020 through April 6, 2021 under which Contractor would provide services described therein;

WHEREAS, on January 15, 2020, District's Board of Trustees approved the First Amendment to ICA No. 1920198 to extend the Agreement through June 7, 2021;

WHEREAS, on June 16, 2021, District's Board of Trustees approved the Second Amendment to ICA No. 1920198 to extend the Agreement through December 31, 2021;

WHEREAS, on July 21, 2021, District's Board of Trustees approved the Third Amendment to ICA No. 1920198 to incorporated additional services as described in Exhibit A-1 and increase the contract value to $\$ 301,000.00$;

WHEREAS, on December 15, 2021, District's Board of Trustees approved the Fourth Amendment to ICA No. 1920198 to incorporated additional services as described in Exhibit A-2 and increase the total contract value to $\$ 316,960.00$. A copy of said Amendment is attached as Exhibit 5 to this Fifth Amendment to Agreement;

WHEREAS, District desires to extend ICA No. 1920198 through June 30, 2022;
WHEREAS, District desires to amend ICA No. 1920198 to incorporate additional services as listed in Exhibit A-3; and

WHEREAS, District desires to amend ICA No. 1920198 to increase the total contract value to \$345,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. ICA No. 1920198 shall be extended through June 30, 2022.
2. Include additional services described in Exhibit A-3.
3. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by Contractor under this Agreement is estimated to be $\$ 345,000.00$ in the aggregate under the term of this Agreement, as amended.
4. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

## Capistrano Unified School District

By:
Signature
Lynh N. Rust
Print Name
Executive Director, Contracts \& Purchasing Title

Board Approval Date: January 19, 2022

## Vendor

By:
Signature
Youssef G. Sobhi
Print Name
President
Title
Date: $\qquad$
I.O.R. Services

DSA \& OSHPD Inspection

December 3, 2021
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: John Forney, Chief Facilities Officer

## Reference: Estimated Cost Proposal for 3rd Project Extension - Capistrano Unified School District Aliso Niguel High School S.T.E.M. Building Project - DSA No. 04-117480

Dear Mr. Forney,
TYR, Inc. is honored to submit an estimated pricing proposal increase to the Capistrano Unified School District for inspection services for the extension of the above-named project.

## Cost Estimate

Due to an extension of the project schedule, additional budget is necessary to complete the inspection services for this project. The funds previously approved under Purchase Order N68A0393, covered the work through June 15, 2021.

The $1^{\text {st }}$ proposal extension approved under Purchase Order R68A0028 was based upon continued inspection services from June 16, 2021, through September 30, 2021.

The $2^{\text {nd }}$ extension of the project schedule was based upon continued inspection services for the month of October 2021. For a DSA Class 1 Inspector with an hourly rate of $\$ 95.00$, the estimated cost of continued inspection services for those services was $\$ 15,960.00$.

Due to an extension of the project schedule, this cost estimate is based upon the actual worked hours for the month of November through Nov. 28, 2021 and the estimated hours needed through the month of December 2021. For a DSA Class 1 Inspector with an hourly rate of $\$ 95.00$, the estimated cost of continued inspection services for this project is $\$ 31,920.00$. (This estimate excludes overtime, off hours, and legal holidays.)

Should any of the project details change from the information given at the time of submission of this proposal, this cost estimate may be subject to change.

Please see the estimated cost breakdown below:

Capistrano Unified School District
Aliso Niguel High School S.T.E.M. Building Project, DSA No. 04-117480

| Duration | Calendar <br> Days | Working <br> Days | Hours | Project Inspector <br> Estimated Cost |
| :---: | :---: | :---: | :---: | :---: |
| Actual Worked hours through Nov. 28, 2021 |  |  |  |  |
| Nov. 29 \& Nov. 30, 2021 | 2 | 2 | 136 | $\$$ |
| 31-Dec-21 | 31 | 23 | 16 | $\$$ |
| Total Estimated Hours \& Price | $\mathbf{3 3}$ | $\mathbf{2 5}$ | 184 | $\$$ |

If there is any additional information you may need, please do not hesitate to call.
Best Regards,


Youssef Sobhi
President and Senior Inspector

## EXHIBIT 5

FOURTH AMENDMENT TO ILA NO. 1920198

## BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND TYR, INCORPORATED

This Fourth Amendment to ICA No. 1920198 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and TYR, Incorporated (hereinafter referred to as "Contractor").

## RECITALS

WHEREAS, on November 20, 2019, District's Board of Trustees approved an Agreement with Contractor for the term from January 6, 2020 through April 6, 2021 under which Contractor would provide services described therein;

WHEREAS, on January 15, 2020, District's Board of Trustees approved the First Amendment to ICA No. 1920198 to extend the Agreement through June 7, 2021;

WHEREAS, on June 16, 2021, District's Board of Trustees approved the Second Amendment to ICA No. 1920198 to extend the Agreement through December 31, 2021;

WHEREAS, on July 21, 2021, District's Board of Trustees approved the Third Amendment to ICA No. 1920198 to incorporated additional services as described in Exhibit A-1 and increase the contract value to $\$ 301,000.00$. A copy of said Amendment is attached as Exhibit 4 to this Third Amendment to Agreement;

WHEREAS, District desires to amend ICA No. 1920198 to incorporate additional services as listed in Exhibit A-2; and

WHEREAS, District desires to amend ICA No. 1920198 to increase the total contract value to \$316,960.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. Include additional services described in Exhibit A-2.
2. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by Contractor under this Agreement is estimated to be $\$ 316,960.00$ 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.


Lynn N. Rust
Print Name
Executive Director, Contracts \& Purchasing Title
Board Approval Date: December 15, 2021


Youssef G. Sobhi
Print Name
President
Title
Date: $11 / 10 / 2021$
I.O.R. Services

DSA \& OSHPD Inspection

## EXHIBIT A-2

October 14, 2021
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: John Forney, Chief Facilities Officer

## Reference: Estimated Cost Proposal for 2nd ${ }^{\text {mpoject Extension - Capistrano Unified School District Aliso Niguel High }}$ School S.T.E.M. Building Project - DSA No. 04-117480

Dear Mr. Forney,
TYR, Inc. is honored to submit an estimated pricing proposal increase to the Capistrano Unified School District for inspection services for the extension of the above-named project.

## Cost Estimate

Due to an extension of the project schedule, additional budget is necessary to complete the inspection services for this project. The funds previously approved under Purchase Order N68A0393, covered the work through June 15, 2021. The $1^{\text {st }}$ proposal extension approved under Purchase Order R68A0028 was based upon continued inspection services from June 16, 2021 through September 30, 2021.

Due to an extension of the project schedule, this cost estimate is based upon continued inspection services for the month of October 2021. For a DSA Class 1 Inspector with an hourly rate of $\$ 95$, the estimated cost of continued inspection services for this project is $\$ 15,960.00$. (This estimate excludes overtime, off hours, and legal holidays.)

Should any of the project details change from the information given at the time of submission of this proposal, this cost estimate may be subject to change.

Please see the estimated cost breakdown below:

| Capistrano Unified School District <br> Aliso Niguel High School S.T.E.M. Building Project <br> DSA No. 04-117480 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Duration | Calendar Days | Working Days | Project Inspector <br> Hours | Project Inspector <br> Estimated Cost |
| Oct. 1, 2021 - Oct. 31, 2021 | 31 | 21 | 168 | $\$$ |
| Total Estimated Hours \& Price | $\mathbf{3 1}$ | $\mathbf{2 1}$ | $15,960.00$ |  |

If there is any additional information you may need, please do not hesitate to call.
Best Regards,


Youssef Sobhi
President and Senior Inspector

## BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND TYR, INCORPORATED

This Third Amendment to ICA No. 1920198 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and TYR, Incorporated (hereinafter referred to as "Contractor").

## RECITALS

WHEREAS, on November 20, 2019, District's Board of Trustees approved an Agreement with Contractor for the term from January 6, 2020 through April 6, 2021 under which Contractor would provide services described therein;

WHEREAS, on January 15, 2020, District's Board of Trustees approved the First Amendment to ICA No. 1920198 to extend the Agreement through June 7, 2021;

WHEREAS, on June 16, 2021, District's Board of Trustees approved the Second Amendment to ICA No. 1920198 to extend the Agreement through December 31, 2021. A copy of said Amendment is attached as Exhibit 3 to this Third Amendment to Agreement; and

WHEREAS, District desires to amend ICA No. 1920198 to incorporate additional services as listed in Exhibit A-1 and increase the total contract value to $\$ 301,000.00$;

NOW, THEREFORE, said Agreement is amended as follows:

1. Include services described in Exhibit A-1.
2. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by Contractor under this Agreement is estimated to be $\$ 301,000.00$ 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.

## Capistrano Unified School District



Lynh N. Rust
Print Name
Executive Director, Contracts \& Purchasing Title

Board Approval Date: July 21, 2021
Vendor
By:


Youssef G. Sobhi Print Name

President
Title
Date:

I.O.R. Services

DSA \& OSHPD Inspection

## EXHIBIT A-1

June 4, 2021
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: John Forney, Chief Facilities Officer

## Reference: Estimated Cost Proposal for Project Extension - Capistrano Unified School District Aliso Niguel High School S.T.E.M. Building Project - DSA No. 04-117480

Dear Mr. Forney,
TYR, Inc. is honored to submit an estimated pricing proposal to the Capistrano Unified School District for inspection services for the extension of the above-named project.

## Cost Estimate

Due to an extension of the project schedule, additional budget is necessary to complete the inspection services for this project. The funds previously approved under Purchase Order N68A0393, are anticipated to cover the work through June 15,2021 . This estimated cost proposal is based upon continued inspection services from June 16, 2021 through September 30, 2021. For a DSA Class 1 Inspector with an hourly rate of $\$ 95.00$, the estimated cost of continued inspection services for this project is $\$ 57,000.00$. (This estimate excludes overtime, off hours, and legal holidays.)

Should any of the project details change from the information given at the time of submission of this proposal, this cost estimate may be subject to change.

Please see the estimated cost breakdown below:

| Capistrano Unified School District <br> Aliso Niguel High School S.T.E.M. Building Project <br> DSA No. 04-117480 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Duration | Calendar Days | Working Days | Project <br> Inspector Hours | Project Inspector <br> Estimated Cost |  |  |
| 16-Jun-21 | 15 | 11 | 88 | $\$, 360.00$ |  |  |
| Jul-21 | 31 | 21 | 168 | $\$$ |  |  |
| Aug-21 | 31 | 22 | 176 | $15,960.00$ |  |  |
| 30-Sep-21 | 30 | 21 | 168 | $\$$ |  |  |
| Total Estimated Hours \& Price | $\mathbf{1 0 7}$ | $\mathbf{7 5}$ | $\mathbf{6 0 0}$ | $\$ 6,720.00$ |  |  |

If there is any additional information you may need, please do not hesitate to call.
Best Regards,


[^3]
## SECOND AMENDMENT TO ICA NO. 1920198

## BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND TYR, INCORPORATED

This Second Amendment to ICA No. 1920198 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and TYR, Incorporated (hereinafter referred to as "Contractor").

## RECITALS

WHEREAS, on November 20, 2019, District's Board of Trustees approved an Agreement with Contractor for the term from January 6, 2020 through April 6, 2021 under which Contractor would provide services described therein;

WHEREAS, on January 15, 2020, District's Board of Trustees approved the First Amendment to ICA No. 1920198 to extend the Agreement through June 7, 2021. A copy of said Amendment attached as Exhibit 2 to this Second Amendment to Agreement; and

WHEREAS, District desires to extend ICA No. 1920198 through December 31, 2021;
NOW, THEREFORE, said Agreement is amended as follows:

1. ICA No. 1920198 shall be extended through December 31, 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



Lynh N. Rust
Print Name
Executive Director, Contracts \& Purchasing Title

Board Approval Date: June 16, 2021

Vendor


Youssef G. Sohbi
Print Name
President
Title
Date: $05 / 11 / 2021$

FIRST AMENDMENT TO ICA NO. 1920198

## BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND TYR, INCORPORATED

This First Amendment to ICA No. 1920198 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and TYR, Incorporated (hereinafter referred to as "Contractor").

## RECITALS

WHEREAS, on November 20, 2019, District's Board of Trustees approved an Agreement with Contractor for the term from January 6, 2020 through April 6, 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 extend ICA No. 1920198 through June 7, 2021;
NOW, THEREFORE, said Agreement is amended as follows:

1. ICA No. 1920198 shall be extended through June 7, 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



Lynn N. Rust
Print Name
Executive Director, Contracts \& Purchasing
Title
Board Approval Date: January 15, 2020

Vendor

By:


Youssef G. Sohbi
Print Name
President
Title
Date: $2 / 3 / 2020$

## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 21, 2019 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

## TYR, 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 $\S 35160$, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and
WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:
Scope of Work/Services. Contractor shall perform the services as set forth in the proposal received pursuant to RFP No. 11819, the RFP 1-1819 document and any certifications described therein, including but not limited to any addenda (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor"s specific scope of work shall be set forth by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order ( PO ) and is estimated to be no more than: $\$ \mathbf{2 4 3 , 9 6 0 . 0 0}$ in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from January 6, 2020 through April 6, 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 $\S 17596$.

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



| Contractor |  |
| :--- | :--- |
| Signature: | Youn to hai |
| Name: | Youssef G. Sobhi |
| Title: | President |
| Address: | 796 Wonder Lane |
| Email Address: | Costa Mesa, Ca. 92627 |
|  |  |

## GENERAL CONDITIONS

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

1. Engagement of Services. District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Contractor. Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other
terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.
8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars $(\$ 1,000,000)$ per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Contractor to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other 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. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Contractor shall comply with the Executive Order

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

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for 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 recipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

## C. Expedited Arbitration

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

## [Remainder of page intentionally left blank]

## REQUIRED DOCUMENTS AND CERTIFICATIONS

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

## Certificates of Insurance

$\checkmark$ Commercial General Liability Insurance - Additional Insured Endorsement Option 1: form CG 20101185 or
Option 2: Choose either Form CG 20100704 or Form CG 20330704
Either form must be accompanied by Form CG 20370704
$\checkmark$ Business Auto Liability Insurance
$\sqrt{ }$ Workers' Compensation and Employers Liability Insurance
Refer to Article 10. INSURANCE REQUIREMENTS
$\checkmark$ Certification by Contractor Criminal Records Check
$\checkmark$ w-9
I.O.R. Services

DSA 8 OStp inspection

## Budgetary Estimate For Fees

## Cost Estimate

The following estimated proposal is based upon an expected project duration of January 6, 2020 to April 6, 2021, including one month of closeout services following the construction phase. With a DSA Class 1 Inspector with an hourly rate of $\$ 95.00$, the projected estimated cost of inspection services is $\$ 243,960.00$. (This estimate excludes overtime, off hours and legal holidays. Also, an annual increase may apply. All terms and conditions under the fee schedule for 2018 RFQ will apply).

Please refer to the breakdown below:

| Capistrano Unified School District Aliso Niguel High School S.T.E.M. Building Project DSA No. 04-117489 |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Duration | Calendar Days | Working Days | Project Inspector Hours | Projec Estim | nspector ted Cost |
| 6-Jan-20 | 26 | 20 | 160 | \$ | 15,200.00 |
| Feb-20 | 29 | 20 | 160 | \$ | 15,200.00 |
| Mar-20 | 31 | 22 | 176 | \$ | 16,720.00 |
| Apr-20 | 30 | 22 | 176 | \$ | 16,720.00 |
| May-20 | 31 | 20 | 160 | \$ | 15,200.00 |
| Jun-20 | 30 | 22 | 176 | \$ | 16,720.00 |
| Jul-20 | 31 | 22 | 176 | \$ | 16,720.00 |
| Aug-20 | 31 | 21 | 168 | \$ | 15,960.00 |
| Sep-20 | 30 | 21 | 168 | \$ | 15,960.00 |
| Oct-20 | 31 | 22 | 176 | \$ | 16,720.00 |
| Nov-20 | 30 | 20 | 160 | \$ | 15,200.00 |
| Dec-20 | 31 | 22 | 176 | \$ | 16,720.00 |
| Jan-21 | 31 | 20 | 160 | \$ | 15,200.00 |
| Feb-21 | 28 | 20 | 160 | \$ | 15,200.00 |
| Mar-21 | 31 | 23 | 184 | \$ | 17,480.00 |
| 6-Apr-21 | 6 | 4 | 32 | \$ | 3,040.00 |
| Total Estimate | 457 | 321 | 2568 | \$ | 243,960.00 |

Please note due to the demands of the market, inspector availability may change, and additional resumes may be available upon request.

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

This First Amendment to PSA No. 2122024 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Matthew G. Williams dba Matthew Williams Enterprises, LLC (hereinafter referred to as "Consultant").

## RECITALS

WHEREAS, on July 21, 2021, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2021 through June 30, 2022 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. 2122024 to reflect a revised contract value of \$55,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by Consultant under this agreement is estimated to be $\$ 55,000.00$ in the aggregate under the term of this Agreement, as amended.
2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

## Capistrano Unified School District

By:
Signature
Lynh N. Rust
Print Name
Executive Director, Contracts \& Purchasing
Title
Board Approval Date: January 19, 2022

## Vendor

By:
Signature
Matt Williams
Print Name
Owner
Title
Date: $\qquad$

## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of July 22, 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 "Party" or collectively as the "Parties".

## MATTHEW G. WILLIAMS dba MATTHEW WILLIAMS ENTERPRISES, LLC

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code $\S 35160$, Government Code $\S \$ 4526$ 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 $\$ 25,000.00$ in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for July 1, 2021 to June 30, 2022, 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: | Matt Williams |
| Title: | Owner |
| Address: | 519 Dalton Road |
|  | Jackson, MI 49201 |
| Email Address: | mattbraile@gmail.com |

## GENERAL CONDITIONS

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

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at
the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.
8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars $(\$ 1,000,000)$ per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other 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. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and viceversa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for 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 recipt 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.
$\checkmark$ Professional License to Practice

## Certificates of Insurance

$\checkmark$ 1. Commercial General Liability Insurance - Additional Insured Endorsement Option 1: form CG 20101185
or
Option 2: Choose either Form CG 20100704 or Form CG 20330704
Either form must be accompanied by Form CG 20370704
OR
$\checkmark$ Errors \& Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
$\checkmark$ 2. Business Auto Liability Insurance
$\checkmark$ 3. Workers' Compensation and Employers Liability Insurance

## Refer to Articles 9 \& 10

$\checkmark$ Certification by Consultant Criminal Records Check
$\checkmark$ W-9

# Matthew Williams Enterprises, LLC 

## 2021/2022 Fee Schedule

Nemeth, Literary and Music Braille***
$\$ 7.00$ per page Nemeth (math) and literary braille (No tactile drawings)
$\$ 8.00$ per page Nemeth (science and chemistry)
$\$ 8.00$ per page Music braille (No tactile drawings)
$\$ 9.50$ per page for tactile drawings for math
$\$ 10.50$ per page for tactile drawings for science and chemistry
$\$ 10.50$ per page for tactile drawings for music

## UEB Braille* **

$\$ 6.50$ per page for UEB
$\$ 6.50$ per page for UEB and Encapsulated Nemeth
\$9.50 per page for tactile drawings for UEB and Encapsulated Nemeth

[^4]
## BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND THE STEPPING STONES GROUP, LLC

This First Amendment to ICA No. 2122058 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and The Stepping Stones Group, LLC (hereinafter referred to as "Contractor").

## RECITALS

WHEREAS, on July 21, 2021, District's Board of Trustees approved an Agreement with Contractor for the term from July 1, 2021 through June 30, 2022 under which Contractor would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend ICA No. 2122058 to reflect a revised contract value of $\$ 800,000.00$;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: $\$ 800,000.00$ 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

By:
Signature
Lynh N. Rust
Print Name
Executive Director, Contracts \& Purchasing
Title
Board Approval Date: January 19, 2021

## Vendor

By:

| Signature |
| :--- |
| Sara Palmer |
| Print Name |
| Western Market President |
| Title |
| Date: |

Date:

## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 22, 2021 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

## THE STEPPING STONES GROUP, LLC

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

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and
WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: $\mathbf{\$ 5 0 0 , 0 0 0 . 0 0}$ in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from July 1, 2021 through June 30, 2022 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.


Title: Executive Director, Contracts \& Purchasing
Board Approval Date: July 21, 2021

## Contractor

Signature:
Name:
Title:
Address:

Email Address:


## GENERAL CONDITIONS

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

1. Engagement of Services. District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Contractor. Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
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6. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other
terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.
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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.
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11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
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21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
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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 recipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

## C. Expedited Arbitration

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

## [Remainder of page intentionally left blank]

## REQUIRED DOCUMENTS AND CERTIFICATIONS

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

## Certificates of Insurance

$\checkmark$ Commercial General Liability Insurance - Additional Insured Endorsement Option 1: form CG 20101185
or
Option 2: Choose either Form CG 20100704 or Form CG 20330704
Either form must be accompanied by Form CG 20370704
$\checkmark$ Business Auto Liability Insurance
$\checkmark$ Workers' Compensation and Employers Liability Insurance
Refer to Articles 9 \& 10
$\checkmark$ Certification by Contractor Criminal Records Check
$\checkmark$ W-9

THE STEPPING STONES GROUP
Transforming Lives Together

| SLP | $\$ 92.00$ per hour |
| :--- | :--- |
| OT | $\$ 92.00$ per hour |
| PT | $\$ 92.00$ per hour |
| SLPA | $\$ 66.00$ per hour |
| COTA/PTA | $\$ 59.50$ per hour |
| School Psychologist PPS | $\$ 92.00$ per hour |
| DIS Counselor or LMFT | $\$ 92.00$ per hour |
| BCBA | $\$ 86.50$ per hour |
| RBT | $\$ 61.50$ per hour |
| ABA Services | $\$ 65.00$ per hour |
| BII | $\$ 92.00$ per hour |
| Social Worker | $\$ 75.00$ per hour |
| APE Teacher | $\$ 71.00$ per hour |
| ASL Interpreter | $\$ 71.50$ per hour |
| SPED Teacher $\&$ RSP | $\$ 74.00$ per hour |
| LVN | $\$ 58.00$ per hour |
| Registered Nurse | $\$ 65.00$ per hour |
| OMS | $\$ 92.00$ per hour |
| VI Specialist | $\$ 92.00$ per hour |
| Paraeducator | $\$ 30.00$ per hour |
| DHH Teacher |  |
| Credentialed School Nurse |  |

## FIRST AMENDMENT TO PSA NO. 2122166

## BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND VISTA CENTER FOR THE BLIND \& VISUALLY IMPAIRED

This First Amendment to PSA No. 2122166 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Vista Center for the Blind \& Visually Impaired (hereinafter referred to as "Consultant").

## RECITALS

WHEREAS, on October 20, 2021, District's Board of Trustees approved an Agreement with Consultant for the term from August 23, 2021 through June 30, 2022 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. 2122166 to reflect a revised contract value of \$115,000.00;

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 $\$ 115,000.00$ 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

By:
Signature
Lynh N. Rust
Print Name
Executive Director, Contracts \& Purchasing Title

Board Approval Date: January 19, 2022

## Vendor

By:
Signature
Bethany Small
Print Name

Senior Director of Programs
Title
Date: $\qquad$

## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of October 21, 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 "Party" or collectively as the "Parties".

## VISTA CENTER FOR THE BLIND \& VISUALLY IMPAIRED

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 $\S 35160$, Government Code $\S \S 4526$ 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 $\mathbf{\$ 1 5 , 0 0 0 . 0 0}$ in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for August 23, 2021 to June 30, 2022, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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


## GENERAL CONDITIONS

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

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at
the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.
8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars $(\$ 1,000,000)$ per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other 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. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and viceversa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for 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 recipt 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.
$\checkmark$ Professional License to Practice

## Certificates of Insurance

$\checkmark$ 1. Commercial General Liability Insurance - Additional Insured Endorsement Option 1: form CG 20101185
or
Option 2: Choose either Form CG 20100704 or Form CG 20330704
Either form must be accompanied by Form CG 20370704
OR
$\checkmark$ Errors \& Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
$\checkmark$ 2. Business Auto Liability Insurance
$\checkmark$ 3. Workers' Compensation and Employers Liability Insurance

## Refer to Articles 9 \& 10

$\checkmark$ Certification by Consultant Criminal Records Check

$$
\checkmark \quad \text { W-9 }
$$

## School Year 2021-2022

## Fee Structure for Services

| Service | Rate |
| :--- | :--- |
| Orientation and Mobility | $\$ 150$ per hour |
| Teacher of the Visually Impaired (TVI) | $\$ 150$ per hour |
| Assistive Technology | $\$ 150$ per hour |
| IEP meetings | $\$ 150$ per hour |
|  |  |
|  |  |
| Assessment Fees | Flat Fee |
| Orientation and Mobility | $\$ 1250$ |
| (includes assessment 4-8 hrs and attendance of 1 IEP meeting) |  |
| Functional Vision Assessment (TVI) | $\$ 2250$ |
| (includes assessment $12-20$ hrs and attendance of 1 IEP meeting) |  |
|  |  |
| Braille Transcription |  |
| $\$ 5.00$ per literary page |  |
| $\$ 6.00$ per math or nemeth page |  |
| $\$ 6.00$ per graphic, drawing, or complex formatting |  |
| $\$ 10.00$ per binding (cover and spiral) |  |
| $\$ 0.20$ per print page copy |  |

Shipping will be Free Matter for the Blind Unless otherwise specified at additional cost

Technology Rentals
Electronic Magnifier (CCTV) $\$ 75$ monthly
Perkins Braille Writer
$\$ 50$ monthly

## FIRST AMENDMENT TO PSA NO. 2122176

## BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND FORESIDE MANAGEMENT COMPANY dba BRIGHTSTAR CARE OF LAKE FOREST

This First Amendment to PSA No. 2122176 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Foreside Management Company dba Brightstar Care of Lake Forest (hereinafter referred to as "Consultant").

## RECITALS

WHEREAS, on October 20, 2021, District's Board of Trustees approved an Agreement with Consultant for the term from September 1, 2021 through June 30, 2022 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. 2122176 to reflect a revised contract value of \$600,000.00;

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 $\$ 600,000.00$ 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

By:
Signature
Lynh N. Rust
Print Name

Executive Director, Contracts \& Purchasing Title

Board Approval Date: January 19, 2022

Vendor

By:
Signature
Mark E. Woodsum
Print Name
President \& CEO
Title

Date: $\qquad$

## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of October 21, 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 "Party" or collectively as the "Parties".

## FORESIDE MANAGEMENT COMPANY dba BRIGHTSTAR CARE OF LAKE FOREST

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 $\$ \S 4526$ 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 $\$ \mathbf{1 0 0 , 0 0 0 . 0 0}$ in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for September 1, 2021 to June 30, 2022, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

| General Conditions [ ] Special Conditions | [X] Required Documents and Certifications [ X ] Purchase Order(s) |  |
| :---: | :---: | :---: |
| IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above. |  |  |
| Capistra/r Dinified School District | Contractor |  |
| By: Scadmar | Signature: | , |
| Name: Lynh N. Rust | Name: | Mark E. Woodsum |
| Title: Executive Director, Contracts \& Purchasing | Title: | President \& CEO |
| Board Approval Date : October 20, 2021 | Address: | 23591 El Toro Rd. Suite 155 |
|  |  | Lake Forest, CA 92630 |
|  | Email Address: | kelly.liu@brightstarcare.com |

## GENERAL CONDITIONS

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

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate
documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.
8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars ( $\$ 1,000,000$ ) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other 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. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and viceversa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

## 30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for 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 recipt 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.
$\checkmark$ Professional License to Practice

## Certificates of Insurance

$\checkmark$ 1. Commercial General Liability Insurance - Additional Insured Endorsement Option 1: form CG 20101185
or
Option 2: Choose either Form CG 20100704 or Form CG 20330704
Either form must be accompanied by Form CG 20370704
OR
$\checkmark$ Errors \& Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
$\checkmark$ 2. Business Auto Liability Insurance
$\checkmark$ 3. Workers' Compensation and Employers Liability Insurance Refer to Articles 9 \& 10
$\checkmark$ Certification by Consultant Criminal Records Check

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\ W-9
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| Rate Sheet: 2021 |  |
| :--- | :---: |
| Caregivers | 2021 Rates |
| 1 Hr. Visit | $\$ 69-79 /$ hour |
| 2-3 Hr. Shift | $\$ 45-49 /$ hour |
| 3 Hr. Shift | $\$ 39-43 /$ hour |
| 4-7 Hr. Shift | $\$ 38-39 /$ hour |
| 8+ Hr. Shift | $\$ 30-32 /$ hour |
| Add Second Person | $\$ 5.00-\$ 10.00$ |
| Live in Care 24/Hrs | $\$ 575-\$ 725.00 /$ day |
|  |  |
| Nurses | $\$ 59.50$ |
| LVN/Hour (min 2 hour) | $\$ 125.00$ |
| LVN l hour visit | $\$ 225.00$ |
|  | $\$ 105.00$ |
| RN/Hour (up to 2 hours) |  |
| RN/Hour |  |

## BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND BRAILLE ABILITIES, LLC

This First Amendment to PSA No. 2122187 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Braille Abilities, LLC (hereinafter referred to as "Consultant").

## RECITALS

WHEREAS, on October 20, 2021, District's Board of Trustees approved an Agreement with Consultant for the term from September 20, 2021 through June 30, 2022 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. 2122187 to reflect a revised contract value of \$190,000.00;

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 $\$ 190,000.00$ 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

By:

| Signature |
| :--- |
| Lynh N. Rust |
| Print Name |
| Executive Director, Contracts \& Purchasing |
| Title |

Board Approval Date: January 19, 2022

## Vendor

By:
Signature
Dane Freeman
Print Name
Operations Manager
Title
Date:

## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of October 21, 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 "Party" or collectively as the "Parties".

## BRAILLE ABILITIES, LLC

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code $\S 35160$, Government Code $\S \S 4526$ 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 $\mathbf{\$ 4 0 , 0 0 0 . 0 0}$ in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for September 20, 2021 to June 30, 2022, 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: | Dane Freeman |
| Title: | Operations Manager |
| Address: | 211 Brooks St. \#9000 Box 398 |
| Email Address: | Oceanside, CA 92051 |

## 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.
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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.
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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.
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18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
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20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
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27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for 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 recipt 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.
$\checkmark$ Professional License to Practice

## Certificates of Insurance

$\checkmark$ 1. Commercial General Liability Insurance - Additional Insured Endorsement Option 1: form CG 20101185
or
Option 2: Choose either Form CG 20100704 or Form CG 20330704
Either form must be accompanied by Form CG 20370704

OR
$\checkmark$ Errors \& Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
$\checkmark$ 2. Business Auto Liability Insurance
$\checkmark$ 3. Workers' Compensation and Employers Liability Insurance

## Refer to Articles 9 \& 10

$\checkmark$ Certification by Consultant Criminal Records Check
$\checkmark$ W-9

## BRAILLEABILITIES: !:

 LLCPhone: (760) 282-4441

## info@brailleabilities.com

Providing high-quality specialized services for students with blindness and visual impairment.

## Contracted Rate Sheet - Effective July 1, 2021

| Service | Rate |
| :---: | :---: |
| Teacher of the Visually Impaired | $\$ 150.00$ per hour |
| Orientation and Mobility | $\$ 150.00$ per hour |
| Literary Braille Transcription | $\$ 3.00$ per page $*$ |
| Nemeth Code Braille Transcription | $\$ 5.50$ per page $*$ |
| Assessments | Rate |
| Functional Vision and Learning <br> Media Assessment | $\$ 175.00$ per hour |
| Orientation \& Mobility Assessment | $\$ 175.00$ per hour |

We charge above hourly rates for drive time port-to-port plus mileage at current IRS Rate.
Above rates apply to direct and virtual services plus lesson prep and documentation.
Braille delivered electronically to emboss on site. $\$ 0.25$ per page additional cost to emboss and deliver.

We will help you through the low-incidence reimbursement process. All paperwork required to prepare your low-incidence funding reimbursement requests for services rendered will be sent in a .zip file by April 1, 2022.

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
Prepared by: John Forney, Chief Facilities Officer
Date: January 19, 2022
Board Item: Change Order No. 10, Bid No. 1920-05, Newhart Middle School STEAM Building Project

## HISTORY

This is a regular business item. Ten bids were received and opened on November 14, 2019 for the Newhart Middle School STEAM Building Project. The bidder offering the lowest base price was used to determine the lowest responsive bidder. Miller Construction Co., Inc. was the lowest responsive bidder at $\$ 10,249,000$. This project is funded by Redevelopment Agency Mission Viejo.

## BACKGROUND INFORMATION

The Board approved the Award of Bid No. 1920-05 in the amount of $\$ 10,249,000$ to Miller Construction Co., Inc. at the December 11, 2019 Board meeting.

The Board approved Change Order No. 1 in the amount of $\$ 23,490.54$ to Bid No. 1920-05 at the March 18, 2020 Board meeting. This change order was related to unforeseen conditions relating to power at portable 131 that were required to be resolved to keep the site operational.

The Board approved Change Order No. 2 in the amount of \$5,941.01 to Bid No. 1920-05 at the April 29, 2020 Board meeting. This change order was related to hardware and tile specifications to meet District standards.

The Board approved Change Order No. 3 in the amount of $\$ 117,071.38$ to Bid No. 1920-05 at the July 15,2020 Board meeting. This change order was related to re-routing, surveying, and coordinating an unforeseen telecom line running through the project footprint, vaping sensors for the new building, irrigation, and an additional storm drain.

The Board approved Change Order No. 4 in the amount of $\$ 21,287.80$ to Bid No. 1920-05 at the September 23, 2020 Board meeting. This change order was related to ADA compliance for the existing slopes and changes to the basketball hoop in order to meet District standards.

The Board approved Change Order No. 5 in the amount of \$38,289.32 to Bid No. 1920-05 at the January 20, 2021 Board meeting. This change order was related to structural steel changes to the superstructure frame of the building and the elevator.

The Board approved Change Order No. 6 in the amount of \$41,727.49 to Bid No. 1920-05 at the April 21, 2021 Board meeting. This change order was related to the structural changes required to ensure proper installation of the modular elevator, abatement of an unknown transite pipe found during excavation, the installation of new chain linked fencing required by the Santa Margarita Water District, and the addition of floor drains to provide adequate drainage on the second floor walkway.

The Board approved Change Order No. 7 in the amount of \$70,561.72 to Bid No. 1920-05 at the June 16, 2021 Board meeting. This change order was related to structural steel and HVAC system modifications required to properly support the units, the change of door hardware to match the current District specified hardware, and upgrades to support the District change in the public announcement system.

The Board approved Change Order No. 8 in the amount of $\$ 79,593.08$ to Bid No. 1920-05 at the August 18, 2021 Board meeting. This change order was related to ADA compliance modifications at numerous locations, framing changes that were required to ensure windows, mechanical ductwork, and the roof openings were supported correctly, and the installation of a new fiber line to the existing portables.

The Board approved Change Order No. 9 in the amount of \$57,681.89 to Bid No. 1920-05 at the December 15, 2021 Board meeting. This change order was related to the addition of light fixtures to ensure adequate lighting per DSA Title 24 requirements, additional sheet metal needed to close gaps from design changes, the addition of new gas regulators required per Southern California, corrections to the drainage and field areas to support the new grass field, and the installation of a new fiber line to the existing portables.

## CURRENT CONSIDERATIONS

Change Order No. 10 is related to requirements of the Division of the State Architect (DSA) for the deferred submittal for the storefront window system and the associated work that could not be completed while the deferred submittal was under review. These changes involve adjustments to the plans and specifications captured and directed through the Division of the State Architect's (DSA) Construction Change Directive (CCD) process. 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. 10 to Bid No. 1920-05 in the amount of $\$ 95,423.62$ bringing the total project cost up from $\$ 10,704,644.23$ to $\$ 10,800,067.85$. With this change order, the contract with the general contractor remains under the $\$ 11,273,900$ budget that represents the bid award plus contingency.

## STAFF RECOMMENDATION

It is recommended the Board approve Change Order No. 10 to Bid No. 1920-05, Newhart Middle School STEAM Building Project in the amount of \$95,423.62.

PREPARED BY: John Forney, Chief Facilities Officer
APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

## CHANGE ORDER

## PROJECT:

Newhart Middle School STEAM Building Project
25001 Veterans Way
Mission Viejo, CA 92692
CONTRACTOR:
Miller Construction Co., Inc. 8447 Maple Place Rancho Cucamonga, CA 91730

| ITEM NO | NO. DESCRIPTION | WORK ORDER |  | AMOUNT |
| :---: | :---: | :---: | :---: | :---: |
| 1 | Per DSA requirements, the window system was changed to go through the deferred submittal process, delaying the completion time. | 62 | \$ | 35,423.62 |
|  | Due to DSA requirements, the project impacted the electrical subcontractor from finishing their scope work, causing additional field supervision and extended time on the project. | 63 | \$ | 60,000.00 |

TOTAL AMOUNT: \$ 95,423.62
The proposed change does NOT affect the final completion date required by the contract. The proposed change will DECREASE the final completion date by $\qquad$ calendar days. The proposed change will INCREASE the final completion date by $\qquad$ calendar days. Structural Change Non- Structural Change Non-Fire / Life \& Safety / Access Compliance Change

| The original contract sum was: | \$ | 10,249,000.00 |
| :---: | :---: | :---: |
| Net Changes by previously authorized change orders: | \$ | 455,644.23 |
| The contract sum prior to this change order was: | \$ | 10,704,644.23 |
| The contract sum will be changed by this change order in the amount of: | \$ | 95,423.62 |
| New Contract Sum Including This Request for Change Order |  | 0,800,067.85 |

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

Miller Construction Co., Inc. 8447 Maple Place
Rancho Cucamonga, CA 91730


## ARCHITECT

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

## OWNER

Capistrano Unified School District 33122 Valle Road
San Juan Capistrano, CA 92675
$B y$ :


Capistrano Unified School District
San Juan Capistrano, CA 92675

| Project: | Newhart Middle School STEAM Building |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Original Contract Value: |  |  | \$ | 10,249,000.00 |
| Current Contract Value: |  |  | \$ | 10,800,067.85 |
| Change Order Summary | Code | Percent Change |  | Amount |
| Scope Change | SC | 0.09\% | \$ | 9,626.12 |
| Value Engineering | VE | 0.00\% | \$ | - |
| Unforeseen Conditions | UC | 3.10\% | \$ | 317,268.99 |
| Code Requirements | CR | 0.00\% | \$ | - |
| Errors \& Omissions | EO | 2.19\% | \$ | 224,172.74 |
| Total |  | 5.38\% |  | \$551,067.85 |



| Change Order No. | Board Approval Date | Work Order No. | Date | Subject | Status | Chan Order C |  | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 06 | 4/21/2021 | 017 | 10/13/2020 | HSS Modifications per RFI 105 \& CCD 013A | APPROVED | EO | \$ | 11,362.14 |
| 06 | 4/21/2021 | 018 | 10/13/2020 | Easement Fencing per RFI 107 | APPROVED | uc | \$ | 3,678.41 |
| 06 | 4/21/2021 | 019 | 10/13/2020 | Additional Framing and Plaster Scope per CCD 011A | APPROVED | EO | \$ | 16,910.88 |
| 06 | 4/21/2021 | 020 | 8/14/2020 | Transite Pipe Removal per RFI 90 | APPROVED | uc | \$ | 4,197.60 |
| 06 | 4/21/2021 | 021 | 11/9/2020 | Floor Drain Additions per RFI 122 | APPROVED | EO | \$ | 5,578.46 |
| Change Order 0 | 6 Total |  |  |  |  |  | \$ | 41,727.49 |
| 07 | 6/16/2021 | 022 | 11/25/2020 | Structural Steel Modifications per RFI 121 | APPROVED | EO | \$ | 8,239.59 |
| 07 | 6/16/2021 | 023 | 12/17/2020 | HVAC Modifications per RFI 39 | APPROVED | EO | \$ | 1,710.70 |
| 07 | 6/16/2021 | 024 | 12/17/2020 | HVAC Modifications per RFI 41 | APPROVED | EO | \$ | 2,940.15 |
| 07 | 6/16/2021 | 025 | 12/17/2020 | HVAC Modifications per RFI 35 | APPROVED | EO | \$ | 3,372.57 |
| 07 | 6/16/2021 | 026 | 12/22/2020 | Door Frame Revisions for Fire Wall Condition per RFI \#138 | APPROVED | EO | \$ | 1,487.18 |
| 07 | 6/16/2021 | 027 | 1/8/2021 | Structural Steel Modifications at Roof per RFI 132 | APPROVED | UC | \$ | 4,032.24 |
| 07 | 6/16/2021 | 028 | 1/8/2021 | Added Welding per CCD 011 \& RFI 142 | APPROVED | UC | \$ | 2,293.84 |
| 07 | 6/16/2021 | 029 | 12/22/2020 | Door Frame Modifications per Site Conditions per RFI 143\&147 | APPROVED | UC | \$ | 2,433.98 |
| 07 | 6/16/2021 | 030 | 2/2/2021 | Added Conduit \& Boxes for Relo of Speakers at Terrace Seating | APPROVED | UC | \$ | 10,196.00 |
| 07 | 6/16/2021 | 031 | 3/3/2021 | Door Hardware Changes per RFI 176 | APPROVED | uc | \$ | 6,658.79 |
| 07 | 6/16/2021 | 032 | 3/16/2021 | Extended Pathways per RFI 162 | APPROVED | EO | \$ | 11,657.88 |
| 07 | 6/16/2021 | 033 | 4/26/2021 | RM Systems Credit for Telecor Based P.A. System Work | APPROVED | UC | \$ | $(25,028.00)$ |
| 07 | 6/16/2021 | 034 | 4/26/2021 | Thompson Engineering Add for Rauland Based P.A. System Work | APPROVED | UC | \$ | 27,683.88 |
| 07 | 6/16/2021 | 035 | 5/3/2021 | Extended Pathways \& Cable Tray per RFI 188 | APPROVED | EO | \$ | 12,882.92 |
| Change Order 07 Total |  |  |  |  |  |  | \$ | 70,561.72 |


Change Order Log

| Change Order No. | Board Approval Date | Work Order No. | Date | Subject | Status | Chang Order C |  | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 09 | 12/15/2021 | 045 | 7/2/2021 | Addition of Exterior Light Fixtures per RFI \#217 | APPROVED | UC | \$ | 3,184.66 |
| 09 | 12/15/2021 | 046 | 6/29/2021 | Add Flashing at Exposed Structural Steel Stair Beam per RFI \#154 | APPROVED | EO | \$ | 5,216.26 |
| 09 | 12/15/2021 | 047 | 6/29/2021 | Add Sheet Metal Flashing at Deck Transition per RFI \#161.1 | APPROVED | EO | \$ | 5,564.18 |
| 09 | 12/15/2021 | 048 | 6/29/2021 | Add Sheet Metal Flashing at Stadium Seating Drywall per RFI \#152 | APPROVED | EO | \$ | 4,517.16 |
| 09 | 12/15/2021 | 049 | 6/29/2021 | Add Sheet Metal Flashing at Veneer to Plaster Detail per RFI \#184 | APPROVED | UC | \$ | 2,265.90 |
| 09 | 12/15/2021 | 050 | 7/13/2021 | Install 7 Extra Light Fixtures at Hallways Too Dark per RFI \#221 | APPROVED | UC | \$ | 4,693.07 |
| 09 | 12/15/2021 | 051 | 7/14/2021 | Door Hardware Changes per RFI \#131 \& 147 for Best Functionality | APPROVED | UC | \$ | 2,744.18 |
| 09 | 12/15/2021 | 052 | 7/22/2021 | Float Floor Concrete Area Around 2nd Floor Elevator Edges Per RFI \#199 | APPROVED | UC | \$ | 3,595.00 |
| 09 | 12/15/2021 | 053 | 8/10/2021 | Add Sheet Metal at Exterior Deck to Steel Transition per RFI \#196 | APPROVED | UC | \$ | 5,218.38 |
| 09 | 12/15/2021 | 054 | 8/18/2021 | Gas Regulator Change Required by So Cal Gas per RFI \#225 | APPROVED | UC | \$ | 1,089.59 |
| 09 | 12/15/2021 | 055 | 8/26/2021 | Additional Percolation Scope Work Needed for Field Watering | APPROVED | UC | \$ | 2,088.65 |
| 09 | 12/15/2021 | 056 | 8/26/2021 | Added Fire Alarm Pathway and Device for Area Under Stairs RFI\#239 | APPROVED | UC | \$ | 1,932.94 |
| 09 | 12/15/2021 | 057 | 10/6/2021 | Portable Classroom Building Fiber Repair by RM Systems | APPROVED | UC | \$ | 4,455.83 |
| 09 | 12/15/2021 | 058 | 10/6/2021 | Furnish Install Projector Extender @ Stadium Seating per RFI \#162 | APPROVED | EO | \$ | 549.67 |
| 09 | 12/15/2021 | 059 | 10/6/2021 | Added Elevator Communication Lines per RFI \#215 | APPROVED | UC | \$ | 2,408.73 |
| 09 | 12/15/2021 | 060 | 10/6/2021 | Added Fire Alarm Devices per RFI \#239 | APPROVED | UC | \$ | 1,695.32 |
| 09 | 12/15/2021 | 061 | 10/6/2021 | Extra Work for Field Repairs from Wheel Damage in Wet Areas | APPROVED | UC | \$ | 6,462.37 |
| Change Order 09 Total |  |  |  |  |  |  | \$ | 57,681.89 |


| Change Order No. | Board Approval Date | Work Order No. | Date | Subject | Status | Change Order Code |  | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10 | 1/19/2022 | 062 | 10/29/2021 | Extended General Conditions due to DSA Requirements | PENDING | UC | \$ | 35,423.62 |
| 10 | 1/19/2022 | 063 | 10/29/2021 | Extended Electrical Subcontractor Field Supervision due to DSA Deferred Submittal | PENDING | UC | \$ | 60,000.00 |
| Change Order 10 Total |  |  |  |  |  |  | \$ | 95,423.62 |
| GRAND TOTAL |  |  |  |  |  |  | \$ | 551,067.85 |

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CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Newhart Middle School
PROJECT: Newhart Middle School STEAM Building
ARCHITECT: PBK-wLC Architects

SUBJECT: Extended General Conditions due to DSA Requirements
DATE: 120822021

## TO:

NAME: Robert Tichy
COMPANY: Miller Construction

FROM:
NAME: Daniel Clem
COMPANY: TELACU Construction Management

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

## DESCRIPTION OF PROPOSAL

Per DSA requirements, the window system was changed to go through the deferred submittal process delaying the completion time.

| NO. | ITEM DESCRIPTION | AMOUNT |
| :---: | :--- | :--- |
| 1 | Extended General Conditions due to DSA Requirements | $\mathbf{\pm}$ \$35,423.62 |

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:

$\square$
$\square$
$\square$LUMP SUM $\$^{35,423.62}$

$\square$NOT TO EXCEED \$ $\qquad$ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS. SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.

IN ACCORDANCE WITH CONTRACT UNIT PRICES
TIME:
NO CHANGE
TIME IMPACT UKNOWN
$\sqrt{\square}$
IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT $\qquad$ DAYS.

WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS:
DAYS:
. THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FÖLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

| Signature |  | Date |
| :---: | :---: | :---: |
| CUSD - John Forney |  | 12/15/2021 |
| Construction Manager |  | 12/14/2021 |
| General Contractor | Robent Tick | 12/14/2021 |
| Architect of Record |  | 12/15/2021 |
| Inspector of Record | Not ${ }^{\text {sexamageques }}$ |  |

## Prime Contract Potential Change Order \#100: CE \#100 - Miller Construction Extended General Conditions

| TO: | Capistrano Unified School District <br> 33122 Valle Road <br> San Juan Capistrano California, 92675 | FROM: | Miller Construction <br> 8447 Maple Place <br> Rancho Cucamonga California, 91730 |
| :--- | :--- | :--- | :--- |
| PCO NUMBER/REVISION: | $100 / 1$ | CONTRACT: | 1 - Newhart Middle School Prime Contract |
| REQUEST RECEIVED FROM: | Robert Tichy (Miller Construction) | CREATED BY: | Robert Tichy (Miller Construction) |
| STATUS: | Pending - In Review | CREATED DATE: | $10 / 29 / 2021$ |
| SCHEDULE IMPACT: | 175 days |  |  |

POTENTIAL CHANGE ORDER TITLE: CE \#100 - Miller Construction Extended General Conditions

CHANGE REASON: Unforeseen Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
Miller Construction costs for extended general conditions due to the storefront deferred submittal DSA processing delays.

ATTACHMENTS:
Steve Stearns (WLC Architects)
8163 Rochester Ave, Suite 100
Rancho Cucamonga California 91730

Rancho Cucamonga California 91730

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano California 92675

## Miller Construction

8447 Maple Place
Rancho Cucamonga California 91730

## MILLER CONSTRUCTION

EMPLOYERS COST PER HOUR
7/1/2021

CARPENTER - Superintendent

| Item | Prevailing Wage Rate |  |  |  |
| :--- | ---: | ---: | ---: | ---: |
|  | Regular Time | Over Time | Double Time | Notes |
|  |  |  |  |  |
| Base Labor Rate | $\$ 47.69$ | $\$ 71.54$ | $\$ 95.38$ |  |
| Fringe Benefits: |  |  |  |  |
| Pension |  |  |  |  |
| Health \& Welfare | 7.66 | 5.66 | 5.66 |  |
| Training/Certification | 0.62 | 7.75 | 7.75 |  |
| Vacation/Holiday | 7.16 | 7.16 | 0.62 | 7.16 |
| Annuity | 2.00 | 2.00 | 2.00 |  |
| Other | 0.44 | 0.44 | 0.44 |  |
| Fringe Benefits Subtotal | $\$ 23.63$ | $\$ 23.63$ | $\$ 23.63$ |  |
|  |  |  |  |  |
| Total Hourly Rate | $\$ 71.32$ | $\$ 95.17$ | $\$ 119.01$ |  |
|  |  |  |  |  |
| Burden: |  |  |  |  |
| Taxes \& Insurances | 3.85 | 3.85 | 3.85 |  |
| FICA - Social Security | 0.90 | 0.90 | 0.90 |  |
| FICA - Medical | 0.18 | 0.18 | 0.18 |  |
| SDI | 0.93 | 0.93 | 0.93 |  |
| FUTA | 3.85 | 3.85 | 3.85 |  |
| SUI | 5.27 | 5.27 | 5.27 |  |
| Worker's Comp | 1.95 | 1.95 | 1.95 |  |
| Liability Insurance | 21.50 | 21.50 | 21.50 |  |
| Truck Expense |  |  |  |  |
| Burden Subtotal | $\$ 38.43$ | $\$ 38.43$ | $\$ 38.43$ |  |
| Small Tools |  |  |  |  |
|  |  |  |  |  |
| Other (warranty, record |  |  |  |  |
| drawings, payment bond |  |  |  |  |
| performance bonds, etc.) |  |  |  |  |
|  |  |  |  |  |
| Total Hourly Rate |  |  |  |  |

## MILLER CONSTRUCTION

Job Cost Capsheet Report - Job \& Phase Totals



CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Newhart Middle School
PROJECT: Newhart Middle School STEAM Building
ARCHITECT: PBK-wLC Architects

## WORK ORDER

SUBJECT: Extended Electrical Subcontractor Field Supervision due to DSA Deferred Submittal DATE:

## TO:

NAME: Robert Tichy
COMPANY: miller Construction

FROM:
NAME: Daniel Clem
COMPANY: TELACU Construction Management

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

## DESCRIPTION OF PROPOSAL

Due to DSA requirements, the project impacted the electrical subcontractor from finishing their scope work, causing additional field supervision and extended time on the project.

| NO. | ITEM DESCRIPTION | AMOUNT |
| :---: | :--- | :--- |
| 1 | Extended Electrical Subcontractor Field Supervision due to DSA Deferred Submittal $\$ 60,000.00$ |  |

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:

$\square$
$\square$
$\square$LUMP SUM $\$^{60,000.00}$


NOT TO EXCEED
\$ $\qquad$ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS. SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
IN ACCORDANCE WITH CONTRACT UNIT PRICES
TIME:
NO CHANGE TIME IMPACT UKNOWN

$\square$IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT $\qquad$ DAYS.

WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS:
DAYS: THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FÖLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

Signature

| CUSD - John Forney | Tonapor | 12/15/2021 |
| :---: | :---: | :---: |
| Construction Manager |  | 12/14/2021 |
| General Contractor |  | 12/14/2021 |
| Architect of Record | Brue Oa | 12/15/2021 |
| Inspector of Record | Not requir |  |

# Prime Contract Potential Change Order \#099: CE \#099 - Rancho Pacific Deferred Submittal 

| TO: | Capistrano Unified School District <br> 33122 Valle Road <br> San Juan Capistrano California, 92675 | FROM: | Miller Construction <br> 8447 Maple Place <br> Rancho Cucamonga California, 91730 |
| :--- | :--- | :--- | :--- |
| PCO NUMBER/REVISION: | $099 / 1$ | CONTRACT: | 1 - Newhart Middle School Prime Contract |
| REQUEST RECEIVED FROM: | Robert Tichy (Miller Construction) | CREATED BY: | Robert Tichy (Miller Construction) |
| STATUS: | Pending - In Review | CREATED DATE: | $10 / 29 / 2021$ |
| SCHEDULE IMPACT: | 175 days |  |  |

POTENTIAL CHANGE ORDER TITLE: CE \#099 - Rancho Pacific Deferred Submittal Delays

CHANGE REASON: Unforeseen Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
Rancho Pacifica Electric costs due to deferred submittal delay.

## ATTACHMENTS:

NH PCO \#099.1 Rancho Pacific Schedule Delay Costs.pdf_ _RPE Delay Costs.pdf_
Steve Stearns (WLC Architects)
8163 Rochester Ave, Suite 100
Rancho Cucamonga California 91730

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano California 92675

Subtotal Amount: \$60,000.00
Profit \& Overhead: $\$ 0.00$
Bonds \& Insurance: $\$ 0.00$
Total: \$60,000.00

# Prime Contract Potential Change Order \#099: CE \#099 - Rancho Pacific 

| TO: | Capistrano Unified School District <br> 33122 Valle Road <br> San Juan Capistrano California, 92675 | FROM: | Miller Construction <br> 8447 Maple Place <br> Rancho Cucamonga California, 91730 |
| :--- | :--- | :--- | :--- |
| PCO NUMBER/REVISION: | $099 / 0$ | CONTRACT: | 1 - Newhart Middle School Prime Contract |
| REQUEST RECEIVED FROM: | Robert Tichy (Miller Construction) | CREATED BY: | Robert Tichy (Miller Construction) |
| STATUS: | Pending - In Review | CREATED DATE: | $10 / 29 / 2021$ |
| SCHEDULE IMPACT: | 175 days |  |  |

POTENTIAL CHANGE ORDER TITLE: CE \#099 - Rancho Pacific Schedule Delay Costs

CHANGE REASON: Unforeseen Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
CE \#099 - Rancho Pacific Schedule Delay Costs
Rancho Pacific Schedule Delay Costs

## ATTACHMENTS:

RPE Delay Costs.pdf_

Steve Stearns (WLC Architects)
8163 Rochester Ave, Suite 100
Rancho Cucamonga California 91730

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano California 92675

Subtotal Amount:
Profit \& Overhead:
Bonds \& Insurance:

Total:


Negotiated Total \$60,000.00

# RANCHO PACIFIC ELECTRIC CONSTRUCTION, INC. Newhart Middle School - STEAM Bldg Miller Construction, GC 

## REQUEST FOR EXTENDED PROJECT MANAGEMENT \& FIELD COSTS

# UPDATE \#03 - PRELIMINARY REPORT FOR SETTLEMENT PURPOSES ONLY <br> SEPTEMBER 01, 2021 

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Attachments:
Exhibit \#1 Baseline Contract Schedule
Exhibit \#2 Schedule Update 03/01/21
Exhibit \#3 Material Escalation Costs
Exhibit \#4 Extended Field Overhead Costs
Exhibit \#5 Extended HOOH Costs

Rancho Pacific Electric Inc.

### 1.0 INTRODUCTION

Rancho Pacific Electric Construction, Inc.'s (RPEC) Subcontract Agreement with Miller Construction (Contractor) is dated December 2019 (executed on 01/07/20) for the construction of Newhart Middle School STEAM Building Project located at 25001 Veterans Way, Mission Viejo, California 92692

RPEC's Electrical subcontract was in the amount of EIGHT HUNDRED NINETY-SEVEN THOUSAND DOLLARS AND ZERO CENTS ( $\$ 897,000.00$ ).

The Time for completion attached to the subcontract agreement indicates a start date of $12 / 20 / 19$ and a Substantial Completion date of 4/05/21. Based on the terms of the agreement there are three hundred twenty-eight (328) consecutive calendar days following the start date established in the district's notice to proceed.

### 2.0 DELAY IMPACT ANALYSIS

The Time for completion attached to the subcontract agreement indicates a start date of $12 / 20 / 19$ and a Substantial Completion date of 4/05/21 (see Exhibit \#1). Based on the terms of the agreement and the three hundred twenty-eight (328) consecutive calendar days following the start date established in the district's notice to proceed.

The latest schedule update issued 03/01/21 indicated a revised substantial completion date of 07/02/21 (see Exhibit \#2). The actual substantial completion date, however, is approximately 09/01/21, which results in a time extension of one hundred forty-nine (149) calendar days.

### 3.0 REQUEST FOR EXTENDED OVERHEAD COSTS

During the course of the project a number of delays have been encountered through either subcontractor's failure to perform and/or reasons unknown to Rancho Pacific Electric Construction thus causing significant extension of time through mid to late 2021.

These delays and disruptions have affected RPEC's work scope and, due to the timing and nature of its Electrical Operations (spread over the contract duration), extended RPEC's presence on the project, causing it to incur extended Overhead costs.

Under the project conditions encountered through late 2020, RPEC believes it is entitled to and is requesting payment for its extended HOOH and Field Management, based on a total time extension of 149 Cal Days.

The extended Field management costs calculated in Exhibit \#4R1 amount to \$ 48,412.38.

The extended HOOH costs calculated in Exhibit \#5 amount to \$41,108.02.

### 4.0 MATERIAL ESCALATION COSTS

Due to the delays described herein, as validated by the contract duration and Exhibits \#1 \& 2, the project through early 2021 incurred 4.9 Months of delay, extending the Substantial Completion date from 4/05/21 to 09/01/21.

The extended duration caused RPEC to incur Material [Cost] Escalation, which is detailed herein under Exhibit \#3 in the amount of $\mathbf{\$ 5 8 , 4 8 3 . 1 8}$.

### 5.0 TOTAL COST SUMMARY

RPEC requests total extended costs for the delay period in the amount of one hundred fortythree thousand eight dollars and fifty eight cents \$143,008.58.


## Exhibit \#4R2

UNABSORBED FIELD OFFICE OVERHEAD
RANCHO PACIFIC ELECTRIC CONSTRUCTION, INC.

| DATE: | $9 / 1 / 2021$ | PROJECT \# |
| :--- | :--- | :--- |
| PROJECT: | Newhart MS STEAM BIdg |  |


| SITE SUPERVISORY STAFF | UNIT | QTY | \% UTILIZED | RATE |  | MONTHLY COST |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Superintendent | HRS | 173 | 0\% | \$ | 133.00 | \$ | \$ |
| General Foreman | HRS | 173 | 50\% | \$ | 99.35 | \$ | 8,593.78 |
|  |  |  |  |  |  | \$ | 8,593.78 |
| GENERAL CONSTRUCTION EQUIP. | UNIT | QTY | \% UTILIZED |  |  |  | MONTHLY COST |
| Fuel | MO | 1 | 0\% | \$ | 450.00 | \$ |  |
| Office / Storage Trailer | MO | 1 | 0\% | \$ | 300.00 | \$ | \$ |
| Foreman / Site Truck | MO | 1 | 0\% | \$ | 700.00 | \$ | \$ |
| Phone / Internet | MO | 1 | 0\% | \$ | 250.00 | \$ | \$ - |
|  |  |  |  |  |  | \$ | \$ - |
| SUBTOTAL MONTHLY COST |  |  |  |  |  | \$ | 8,593.78 |
| MARK-UP |  |  |  | 15.00\% |  | \$ | 1,289.07 |
| SUBTOTAL MONTHLY COST W/MARK-UP |  |  |  |  |  | \$ | 9,882.84 |
| NUMBER OF MONTHS EXTENDED |  |  |  |  |  |  | 4.90 |
| TOTAL FIELD OFFICE OVERHEAD COSTS |  |  |  |  |  | \$ | 48,412.38 |


| UNABSORBED HOME OFFICE OVERHEAD (Eichleay) |  |  |
| :---: | :---: | :---: |
| Contract Period January 1, 2020 through August 01, 2021 |  |  |
| Current Date |  | 09/01/21 |
| Start Date. |  | 01/01/20 |
| Days of Performance.. |  | 609 |
| Baseline Completion Date... |  | 04/05/21 |
| Current Completion Date. |  | 09/01/21 |
| No. days delay.. |  | 149 |
| Total Contract Billings ......................... | \$ | 978,622.00 |
| Total Company Billings | \$ | 86,455,097.00 |
| Total HOOH for the same period | \$ | 14,843,394.00 |
| HOOH allocable to the contract....... | \$ | 168,018.69 |
| Daily contract HOOH............................ | \$ | 275.89 |
| HOOH claimed......................................... | \$ | 41,108.02 |

As stated by the Federal Circuit, the Eichleay formula is as follows:

1. Contract billings / Total billings for contract period x Total overhead for contract period = overhead allocable to the contract.
2. Allocable overhead $/$ Days of performance $=$ Daily contract overhead
3. Daily contract overhead x No. days delay $=$ Amount claimed.

West v. All State Boiler, Inc., 146 F.3d 1368, 1379 (Fed. Cir. 1998).

Generally, unabsorbed overhead consists of the time-sensitive indirect costs incurred despite construction inactivity on a project, such as home office overhead including accounting and payroll services, general insurance, salaries of upper - level management, heat, electricity, taxes, depreciation.

| UNABSORBED FIELD OFFICE OVERHEAD (See |  |  |
| :---: | :---: | :---: |
| Monthly FOOH Cost.................................... | \$ | 9,882.84 |
| Number of Months Delay... |  | 4.90 |
| FOOH Claimed.... | \$ | 48,412.38 |
|  |  |  |
| Total HOOH \& FOOH |  | 89,520.40 |

Newhart STEAM Building

| ID | Task Name | Duration | Baseline Start | Start | Baseline Finish | Finish | $\%$ <br> Complet |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Newhart STEAM Building | 407 da' | Fri 12/20/19 | $\text { i } 12 / 20 /$ | Mon 4/5/21 | $\text { on } 7 / 26 /$ | $71 \%$ |
| $\mathrm{N}_{4} 437$ | Pre Operational Logistics | 14 days | Fri 12/20/19 | ri $12 / 20 / 1$ | Fri 1/10/20 | Fri 1/10/20 | 100\% |
| 448 | Building Construction | 390 days | Mon 12/23/19 | on 12/23/ | Fri 3/12/21 | Fri 7/2/21 | 56\% |
| 449 | Rough Site Work | 188 days | Mon 12/23/19 | Ion 12/23/1 | Thu 5/28/20 | Wed 9/16/20 | 100\% |
| 573 | Building Structure | 160 days | Thu 8/6/20 | Wed 7/8/20 | Thu 10/15/20 | Tue 2/23/21 | 99\% |
| 574 | Structural Steel | 136 days | Thu 8/6/20 | Wed 7/8/20 | Fri 10/9/20 | Wed 1/20/21 | 100\% |
| 579 | Structural Concrete | 33 days | Wed 9/9/20 | Fri 10/16/20 | Thu 10/15/20 | Thu 12/3/20 | 100\% |
| 588 | Metal Stud (Exterior Walls) | 75 days | Thu 9/17/20 | Thu 11/5/20 | Tue 10/13/20 | Tue 2/23/21 | 100\% |
| 595 | Elevator | 58 days | Thu 9/17/20 | Tue 12/1/20 | Wed 9/30/20 | Mon 2/22/21 | 86\% |
| 599 | Building Exteriors | 117 days | Mon 9/28/20 | Tue 12/29/20 | Mon 2/22/21 | Fri 6/11/21 | 12\% |
| 602 | Dens Glass Board between Grid 1-6 | 8 days | Fri 10/9/20 | Thu 2/18/21 | Tue 10/20/20 | Mon 3/1/21 | 95\% |
| 603 | Dens Glass Board between Grid 6-11 | 9 days | Wed 10/14/20 | Thu 2/18/21 | Tue 10/27/20 | Tue 3/2/21 | 85\% |
| 604 | Sheet Metal Flashings between Grid 1-6 | 3 days | Mon 11/2/20 | Wed 3/3/21 | Wed 11/4/20 | Fri 3/5/21 | 0\% |
| 605 | Install Aluminum Storefront between Grid 1-6 | 10 days | Thu 11/5/20 | Mon 3/8/21 | Thu 11/19/20 | Fri 3/19/21 | 0\% |
| 606 | Sheet Metal Flashings between Grid 6-11 | 3 days | Tue 11/10/20 | Fri 3/5/21 | Mon 11/16/20 | Tue 3/9/21 | 0\% |
| 607 | Install Aluminum Storefront between Grid 6-11 | 10 days | Fri 11/20/20 | Wed 3/10/21 | Fri 12/4/20 | Tue 3/23/21 | 0\% |
| 608 | Trim/ Paper between Grid 1-6 | 7 days | Wed 10/21/20 | Mon 3/8/21 | Fri 10/30/20 | Tue 3/16/21 | 0\% |
| 609 | Trim/ Paper between Grid 6-11 | 7 days | Wed 10/28/20 | Wed 3/10/21 | Mon 11/9/20 | Thu 3/18/21 | 0\% |
| 610 | Lath Exterior betweeen Grid 1-6 | 8 days | Tue 11/17/20 | Wed 3/17/21 | Fri 11/27/20 | Fri 3/26/21 | 0\% |
| 611 | Lath Exterior between Grid 6-11 | 8 days | Tue 11/17/20 | Fri 3/19/21 | Tue 12/1/20 | Tue 3/30/21 | 0\% |
| 633 | Building Interiors | 139 days | Fri 9/25/20 | Von 10/26/2C | Tue 2/9/21 | Wed 5/12/21 | 52\% |
| 634 | First Floor | 132 days | Fri 9/25/20 | Mon 10/26/20 | Tue 2/9/21 | Mon 5/3/21 | 67\% |
| 635 | Metal Stud Partition Wall Framing Between Grid | 91 days | Fri 9/25/20 | Mon 10/26/20 | Tue 10/20/20 | Fri 3/5/21 | 75\% |
| 637 | Metal Stud Framing | 73.65 days | Wed 9/30/20 | Fri 10/30/20 | Fri 10/9/20 | Fri $3 / 5 / 21$ | 70\% |
| 638 | Backing | 28 days | Wed 10/7/20 | Wed 1/27/21 | Thu 10/15/20 | Fri $3 / 5 / 21$ | 50\% |
| 640 | Metal Stud Partition Wall Framing between Grid | 89 days | Wed 10/7/20 | Wed 10/28/20 | Wed 11/4/20 | Fri $3 / 5 / 21$ | 82\% |
| 642 | Metal Stud Framing | 57 days | Tue 10/13/20 | Fri 10/30/20 | Mon 10/26/20 | Fri $3 / 5 / 21$ | 75\% |
| 643 | Backing | 10 days | Wed 10/21/20 | Mon 2/22/21 | Fri 10/30/20 | Fri 3/5/21 | 50\% |
| 645 | Rough In Wall between Grid 1-6 | 40 days | Fri 10/16/20 | Mon 1/18/21 | Tue 11/17/20 | Fri 3/12/21 | 91\% |
| 646 | Electrical Rough | 34.5 days | Fri 10/16/20 | Mon 1/18/21 | Thu 10/29/20 | Fri 3/12/21 | 99\% |
| Page 1 |  |  |  |  |  |  |  |

Newhart STEAM Building

| ${ }^{\text {ID }}$ | Task Name | Duration | Baseline Start | Start | Baseline Finish | Finish | \% Complet |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ${ }_{\sim}^{\circ} 647$ | Plumbing Water Rough | 4 days | Fri 10/16/20 | Thu 2/25/21 | Tue 10/20/20 | Tue 3/2/21 | 75\% |
| $\stackrel{0}{0} 648$ | Plumbing Gas Rough | 2 days | Wed 10/21/20 | Thu 3/4/21 | Thu 10/22/20 | Fri 3/5/21 | 0\% |
| ${ }^{0} 650$ | Test Plumbing | 1 day | Mon 10/26/20 | Mon 3/8/21 | Tue 10/27/20 | Mon 3/8/21 | 0\% |
| 651 | Insulate Plumbing Lines | 2 days | Wed 10/28/20 | Mon 3/8/21 | Thu 10/29/20 | Tue 3/9/21 | 0\% |
| 654 | Rough In Wall between Grid 6-11 | 40 days | Tue 10/27/20 | Mon 1/18/21 | Mon 11/16/20 | Fri 3/12/21 | 88\% |
| 655 | Electrical Rough | 40 days | Tue 10/27/20 | Mon 1/18/21 | Mon 11/9/20 | Fri 3/12/21 | 99\% |
| 656 | Plumbing Water Rough | 4 days | Tue 10/27/20 | Wed 3/3/21 | Fri 10/30/20 | Mon 3/8/21 | 0\% |
| 657 | Plumbing Gas Rough | 2 days | Mon 11/2/20 | Mon 3/8/21 | Tue 11/3/20 | Tue 3/9/21 | 0\% |
| 660 | Test Plumbing | 1 day | Thu 11/5/20 | Wed 3/10/21 | Fri 11/6/20 | Wed 3/10/21 | 0\% |
| 662 | Insulate Plumbing Lines | 3 days | Mon 11/9/20 | Wed 3/10/21 | Thu 11/12/20 | Fri 3/12/21 | 0\% |
| 663 | Restrooms | 45 days | Fri 10/16/20 | Mon 1/11/21 | Mon 11/9/20 | Fri 3/12/21 | 89\% |
| 664 | Restrooms 116/ 117 | 44 days | Fri 10/16/20 | Mon 1/11/21 | Mon 11/9/20 | Thu 3/11/21 | 91\% |
| 666 | Electrical Rough | 27 days | Thu 10/29/20 | Wed 2/3/21 | Tue 11/3/20 | Thu 3/11/21 | 95\% |
| 667 | Low Voltage Conduit Fire Alarm Rough | 26 days | Wed 11/4/20 | Thu 2/4/21 | Thu 11/5/20 | Thu 3/11/21 | 95\% |
| 668 | HVAC Rough | 3 days | Fri 11/6/20 | Mon 3/1/21 | Mon 11/9/20 | Wed 3/3/21 | 0\% |
| 669 | Plumbing Water Rough | 13 days | Fri 10/16/20 | Wed 2/17/21 | Wed 10/21/20 | Fri 3/5/21 | 95\% |
| 670 | Test Plumbing | 1 day | Tue 10/27/20 | Mon 3/8/21 | Wed 10/28/20 | Mon 3/8/21 | 0\% |
| 671 | Restroom 111 | 36 days | Fri 10/16/20 | Fri 1/22/21 | Mon 11/2/20 | Fri 3/12/21 | 86\% |
| 672 | Plumbing Water Rough | 2 days | Fri 10/16/20 | Mon 3/1/21 | Mon 10/19/20 | Tue 3/2/21 | 0\% |
| 674 | Test Plumbing | 1 day | Wed 10/21/20 | Mon 3/8/21 | Wed 10/21/20 | Mon 3/8/21 | 0\% |
| 675 | Insulate Plumbing Lines | 1 day | Thu 10/22/20 | Mon 3/8/21 | Thu 10/22/20 | Mon 3/8/21 | 0\% |
| 676 | Electrical Rough | 35 days | Fri 10/23/20 | Fri 1/22/21 | Tue 10/27/20 | Thu 3/11/21 | 95\% |
| 677 | Low Voltage Conduit Fire Alarm Rough | 18.1 days | Wed 10/28/20 | Wed 2/10/21 | Thu 10/29/20 | Fri 3/12/21 | 95\% |
| 678 | HVAC Rough | 2 days | Fri 10/30/20 | Tue 3/2/21 | Mon 11/2/20 | Wed 3/3/21 | 0\% |
| 679 | Rough Overhead between Grid 1-6 | 84.6 days | Wed 10/21/20 | Mon 11/16/20 | Thu 12/3/20 | Wed 3/17/21 | 76\% |
| 680 | Plumbing Water Rough | 5 days | Wed 10/21/20 | Thu $2 / 25 / 21$ | Fri 10/30/20 | Wed 3/3/21 | 40\% |
| 681 | Plumbing Gas Rough | 5 days | Fri 10/23/20 | Thu 3/4/21 | Thu 10/29/20 | Wed 3/10/21 | 0\% |
| 684 | HVAC Rough | 8 days | Mon 11/2/20 | Thu 2/18/21 | Thu 11/12/20 | Wed 3/17/21 | 5\% |
| 688 | Low Voltage Conduit Telecommunications Roug | 30 days | Wed 11/18/20 | Mon 2/1/21 | Wed 11/25/20 | Fri 3/12/21 | 95\% |
| 690 | Test Overhead Plumbing | 1 day | Fri 11/27/20 | Thu 3/11/21 | Mon 11/30/20 | Thu 3/11/21 | 0\% |
| 691 | Insulate Plumbing Lines | 2 days | Tue 12/1/20 | Fri 3/12/21 | Thu 12/3/20 | Mon 3/15/21 | 0\% |
| 692 | SEOR Observation | 0 days | Thu 12/3/20 | Mon 3/15/21 | Thu 12/3/20 | Mon 3/15/21 | 0\% |
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Newhart STEAM Building

| ${ }^{\text {J ID }}$ | Task Name | Duration | Baseline Start | Start | Baseline Finish | Finish | \% Complet |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ${ }_{\sim}^{\circ} 693$ | Rough Overhead between Grid 6-11 | 88 days | Mon 11/2/20 | Wed 11/18/20 | Wed 12/16/20 | Wed 3/24/21 | 55\% |
| ${ }_{\circ} 694$ | Plumbing Water Rough | 8 days | Mon 11/2/20 | Tue 3/9/21 | Thu 11/12/20 | Thu 3/18/21 | 0\% |
| ${ }^{\sim} 695$ | Plumbing Gas Rough | 8 days | Wed 11/4/20 | Wed 3/10/21 | Mon 11/16/20 | Fri 3/19/21 | 0\% |
| 697 | HVAC Rough | 19 days | Fri 11/13/20 | Tue 2/23/21 | Wed 11/25/20 | Fri 3/19/21 | 5\% |
| 703 | Test overhead Plumbing | 1 day | Wed 12/9/20 | Mon 3/22/21 | Fri 12/11/20 | Mon 3/22/21 | 0\% |
| 704 | Insulate Plumbing Lines | 2 days | Mon 12/14/20 | Tue 3/23/21 | Wed 12/16/20 | Wed 3/24/21 | 0\% |
| 706 | Electrical Room | 33 days | Wed 12/23/20 | Thu 3/18/21 | Tue 2/9/21 | Mon 5/3/21 | 0\% |
| 707 | Rough in Panels | 2 days | Wed 12/23/20 | Tue 3/23/21 | Tue 12/29/20 | Wed 3/24/21 | 0\% |
| 719 | Gysum Board Wall and Ceilings between Grid 1-6 | 15 days | Fri 12/4/20 | Wed 3/3/21 | Tue 12/22/20 | Tue 3/23/21 | 4\% |
| 720 | Insulation | 10 days | Fri 12/4/20 | Mon 3/8/21 | Tue 12/15/20 | Fri 3/19/21 | 0\% |
| 721 | Drywall | 13 days | Wed 12/9/20 | Wed 3/3/21 | Fri 12/18/20 | Tue 3/23/21 | 15\% |
| 722 | Durarock Restrooms | 3 days | Tue 12/15/20 | Tue 3/9/21 | Fri 12/18/20 | Thu 3/11/21 | 0\% |
| 723 | Tape Drywall | 10 days | Tue 12/15/20 | Tue 3/9/21 | Tue 12/22/20 | Mon 3/22/21 | 0\% |
| 724 | Fire Stopping | 6 days | Tue 12/15/20 | Tue 3/9/21 | Tue 12/22/20 | Tue 3/16/21 | 0\% |
| 725 | Drywall Ceilings | 4 days | Mon 12/7/20 | Wed 3/10/21 | Thu 12/10/20 | Mon 3/15/21 | 0\% |
| 726 | Gysum Board Wall and Ceilings between Grid 6-1 | 15 days | Thu 12/17/20 | Mon 3/15/21 | Fri 1/8/21 | Fri 4/2/21 | 0\% |
| 727 | Insulation | 5 days | Thu 12/17/20 | Mon 3/15/21 | Thu 12/24/20 | Fri 3/19/21 | 0\% |
| 728 | Drywall | 13 days | Fri 12/18/20 | Mon 3/15/21 | Mon 1/4/21 | Wed 3/31/21 | 0\% |
| 729 | Tape Drywall | 11 days | Thu 12/24/20 | Fri 3/19/21 | Fri 1/8/21 | Fri 4/2/21 | 0\% |
| 730 | Fire Stopping | 6 days | Thu 12/24/20 | Fri 3/19/21 | Mon 1/4/21 | Fri 3/26/21 | 0\% |
| 731 | Drywall Ceilings | 2 days | Fri 12/18/20 | Fri 3/19/21 | Mon 12/21/20 | Mon 3/22/21 | 0\% |
| 732 | Second Floor | 109 days | Mon 10/12/20 | Wed 12/9/20 | Wed 1/20/21 | Wed 5/12/21 | 20\% |
| 733 | Metal Stud Partition Wall Framing Between Grid | 66 days | Mon 10/12/20 | Wed 12/9/20 | Fri 10/30/20 | Fri 3/12/21 | 46\% |
| 735 | Metal Stud Framing | 12 days | Wed 10/14/20 | Tue 2/9/21 | Wed 10/21/20 | Wed 2/24/21 | 80\% |
| 737 | Backing | 15 days | Tue 10/20/20 | Mon 2/22/21 | Tue 10/27/20 | Fri 3/12/21 | 0\% |
| 738 | Metal Stud Partition Wall Framing between Grid | 168 days | Tue 10/13/20 | Thu 12/10/20 | Fri 11/6/20 | Wed 3/17/21 | 39\% |
| 740 | Metal Stud Framing | 8 days | Fri 10/16/20 | Mon 2/15/21 | Tue 10/27/20 | Wed 2/24/21 | 80\% |
| 742 | Backing | 15 days | Mon 10/26/20 | Thu 2/25/21 | Tue 11/3/20 | Wed 3/17/21 | 0\% |
| 743 | Rough In Wall between Grid 1-6 | 27 days | Wed 10/28/20 | Thu 2/18/21 | Tue 11/24/20 | Fri 3/26/21 | 8\% |
| 744 | Plumbing Water Rough | 3 days | Wed 10/28/20 | Mon 3/8/21 | Fri 10/30/20 | Wed 3/10/21 | 0\% |
| 745 | Plumbing Gas Rough | 2 days | Mon 11/2/20 | Thu 3/11/21 | Tue 11/3/20 | Fri 3/12/21 | 0\% |
| 746 | Plumbing Vent Rough | 2.55 days | Mon 11/2/20 | Thu 2/25/21 | Wed 11/4/20 | Thu 3/11/21 | 95\% |
| Page 3 |  |  |  |  |  |  |  |

Newhart STEAM Building

| ${ }^{\text {J }}$ | Task Name | Duration | Baseline Start | Start | Baseline Finish | Finish | \% Complet |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ${ }_{\sim}^{\circ} 747$ | Test Plumbing | 2 days | Thu 11/5/20 | Mon 3/15/21 | Fri 11/6/20 | Tue 3/16/21 | 0\% |
| $\stackrel{+}{\square} 748$ | Insulate Plumbing Lines | 2 days | Mon 11/9/20 | Wed 3/17/21 | Tue 11/10/20 | Thu 3/18/21 | 0\% |
| $\bigcirc$ | Electrical Rough | 22 days | Wed 10/28/20 | Thu 2/18/21 | Tue 11/10/20 | Fri 3/19/21 | 7\% |
| 750 | Low Voltage Conduit Fire Alarm Rough | 7 days | Thu 11/12/20 | Mon 3/15/21 | Thu 11/19/20 | Tue 3/23/21 | 0\% |
| 751 | Low Voltage Conduit Telecommunications Roug | 7 days | Tue 11/17/20 | Thu 3/18/21 | Tue 11/24/20 | Fri 3/26/21 | 0\% |
| 752 | Rough In Wall between Grid 6-11 | 20 days | Wed 11/4/20 | Wed 3/3/21 | Wed 12/2/20 | Tue 3/30/21 | 7\% |
| 753 | Plumbing Water Rough | 4 days | Wed 11/4/20 | Wed 3/10/21 | Mon 11/9/20 | Mon 3/15/21 | 0\% |
| 754 | Plumbing Gas Rough | 2 days | Tue 11/10/20 | Tue 3/16/21 | Thu 11/12/20 | Wed 3/17/21 | 0\% |
| 755 | Plumbing Vent Rough | 3 days | Tue 11/10/20 | Wed 3/3/21 | Fri 11/13/20 | Tue 3/16/21 | 95\% |
| 756 | Test Plumbing | 1 day | Mon 11/16/20 | Tue 3/16/21 | Tue 11/17/20 | Wed 3/17/21 | 0\% |
| 757 | Insulate Plumbing Lines | 3 days | Wed 11/18/20 | Wed 3/17/21 | Fri 11/20/20 | Mon 3/22/21 | 0\% |
| 758 | Electrical Rough | 12 days | Wed 11/4/20 | Mon 3/15/21 | Wed 11/18/20 | Tue 3/30/21 | 0\% |
| 759 | Low Voltage Conduit Fire Alarm Rough | 7 days | Thu 11/19/20 | Mon 3/15/21 | Fri 11/27/20 | Tue 3/23/21 | 0\% |
| 760 | Low Voltage Conduit Telecommunications Roug | 7 days | Tue 11/24/20 | Mon 3/22/21 | Wed 12/2/20 | Tue 3/30/21 | 0\% |
| 761 | Restrooms | 28 days | Wed 10/28/20 | Fri 2/12/21 | Fri 11/13/20 | Tue 3/23/21 | 8\% |
| 762 | Restroom 211 | 28 days | Wed 10/28/20 | Fri 2/12/21 | Fri 11/13/20 | Tue 3/23/21 | 8\% |
| 763 | Plumbing Water Rough | 2 days | Wed 10/28/20 | Mon 3/1/21 | Thu 10/29/20 | Tue 3/2/21 | 0\% |
| 765 | Test Plumbing | 1 day | Mon 11/2/20 | Wed 3/3/21 | Mon 11/2/20 | Wed 3/3/21 | 0\% |
| 766 | Insulate Plumbing Lines | 1 day | Tue 11/3/20 | Thu 3/4/21 | Tue 11/3/20 | Thu 3/4/21 | 0\% |
| 767 | Electrical Rough | 3 days | Wed 11/4/20 | Mon 3/15/21 | Fri 11/6/20 | Wed 3/17/21 | 0\% |
| 768 | Low Voltage Conduit Fire Alarm Rough | 2 days | Mon 11/9/20 | Thu 3/18/21 | Tue 11/10/20 | Fri 3/19/21 | 0\% |
| 769 | HVAC Rough | 2 days | Thu 11/12/20 | Mon 3/22/21 | Fri 11/13/20 | Tue 3/23/21 | 0\% |
| 770 | Rough Overhead between Grid 1-6 | 76 days | Mon 11/2/20 | Thu 12/17/20 | Thu 12/3/20 | Mon 4/5/21 | 29\% |
| 771 | Plumbing Water Rough | 8 days | Mon 11/2/20 | Thu 3/11/21 | Thu 11/12/20 | Mon 3/22/21 | 0\% |
| 772 | HVAC Rough | 11 days | Mon 11/2/20 | Mon 2/22/21 | Thu 11/12/20 | Mon 3/8/21 | 35\% |
| 773 | Plumbing Gas Rough | 5 days | Wed 11/4/20 | Mon 3/15/21 | Tue 11/10/20 | Fri 3/19/21 | 0\% |
| 776 | Electrical Power/ Lighting Rough | 10 days | Thu 11/5/20 | Fri 3/12/21 | Thu 11/19/20 | Thu 3/25/21 | 0\% |
| 780 | Test Overhead Plumbing | 1 day | Mon 11/23/20 | Mon 3/22/21 | Tue 11/24/20 | Mon 3/22/21 | 0\% |
| 781 | Insulate Plumbing Lines | 2 days | Wed 11/25/20 | Tue 3/23/21 | Mon 11/30/20 | Wed 3/24/21 | 0\% |
| 784 | Rough Overhead between Grid 6-11 | 74 days | Tue 11/10/20 | Wed 12/23/20 | Mon 12/14/20 | Wed 4/7/21 | 36\% |
| 787 | Plumbing Gas Rough | 8 days | Fri 11/13/20 | Thu 3/18/21 | Tue 11/24/20 | Mon 3/29/21 | 0\% |
| 788 | Plumbing Water Rough | 8 days | Fri 11/13/20 | Tue 3/23/21 | Tue 11/24/20 | Thu 4/1/21 | 0\% |
| Page 4 |  |  |  |  |  |  |  |


| Newhart STEAM Building |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ID | Task Name | Duration | Baseline Start | Start | Baseline Finish | Finish | \% <br> Complet |
| N789 | HVAC Rough | 11 days | Fri 11/13/20 | Mon 2/22/21 | Wed 11/25/20 | Mon 3/8/21 | 35\% |
| O790 | Electrical Power / Lighting Rough | 8 days | Fri 11/13/20 | Fri 3/19/21 | Tue 11/24/20 | Tue 3/30/21 | 0\% |
| N798 | Electrical Room | 17 days | Mon 12/28/20 | Tue 4/20/21 | Wed 1/20/21 | Wed 5/12/21 | 0\% |
| 803 | Gysum Board Wall and Ceilings East of Grid Line | 10 days | Fri 12/4/20 | Tue 4/6/21 | Thu 12/24/20 | Mon 4/19/21 | 0\% |
| 810 | Gysum Board Wall and Ceilings West of Grid Line | 15 days | Tue 12/15/20 | Mon 4/12/21 | Mon 1/11/21 | Fri 4/30/21 | 0\% |
| 816 | Building Roof | 46 days | Mon 11/2/20 | Thu 1/21/21 | Mon 12/21/20 | Thu 3/25/21 | 56\% |
| 821 | Rigid Foam Build Up | 8 days | Mon 11/16/20 | Mon 2/22/21 | Wed 11/25/20 | Wed 3/3/21 | 75\% |
| 822 | Taper Foam Crickets | 4 days | Fri 11/20/20 | Mon 2/22/21 | Tue 11/24/20 | Wed 3/3/21 | 75\% |
| 823 | Roofing Base Sheeting | 8 days | Wed 11/25/20 | Tue 2/23/21 | Mon 11/30/20 | Thu 3/4/21 | 75\% |
| 824 | Roofing Ply Sheeting | 3 days | Tue 12/1/20 | Fri 3/5/21 | Thu 12/3/20 | Tue 3/9/21 | 0\% |
| 825 | Set Mechanical Equipment | 1 day | Fri 12/4/20 | Thu 3/11/21 | Mon 12/7/20 | Thu 3/11/21 | 0\% |
| 826 | Coping/ Sheet Metal | 7 days | Fri 12/4/20 | Wed 3/10/21 | Mon 12/14/20 | Thu 3/18/21 | 0\% |
| 827 | Connect Gas/Condensate/Electric to Equipment | 3 days | Tue 12/8/20 | Fri 3/12/21 | Thu 12/10/20 | Tue 3/16/21 | 0\% |
| 828 | Roofing Cap Sheet | 2 days | Tue 12/15/20 | Fri 3/19/21 | Wed 12/16/20 | Mon 3/22/21 | 0\% |
| 829 | Walk Off Pads | 3 days | Thu 12/17/20 | Tue 3/23/21 | Mon 12/21/20 | Thu 3/25/21 | 0\% |
| 830 | Building Interior Finishes | 72 days | Mon 12/21/20 | Wed 3/24/21 | Fri 3/12/21 | Fri 7/2/21 | 0\% |
| 930 | Finish Site Work | 359 days | Wed 6/10/20 | Tue 2/4/20 | Thu 3/11/21 | Wed 6/30/21 | 54\% |
|  |  |  |  |  |  |  |  |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
Prepared by: John Forney, Chief Facilities Officer
Date: January 19, 2022
Board Item: Change Order No. 11, Bid No. 1920-04, Aliso Niguel High School STEM Building Project

## HISTORY

This is a regular business item. 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, 20152 Liberty in Aliso Viejo 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.

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.

The Board approved Change Order No. 6 in the amount of \$84,717.57 to Bid No. 1920-04 at the March 17, 2021 Board meeting. This change order was related to re-routing the gas line due to SoCal Gas requirements, the addition of structural steel supports per Division of the State Architect (DSA) requirements, and the installation of low voltage to the existing portables that was damaged due to the lines being unforeseen and in the footprint of the building.

The Board approved Change Order No. 7 in the amount of \$37,417.84 to Bid No. 1920-04 at the May 19, 2021 Board meeting. This change order was related to DSA requiring the removal and replacement of an existing ramp due to ADA compliance issues, the District change to a new projector model, and a credit for shop inspections caused by delays from the steel fabricator.

The Board approved Change Order No. 8 in the amount of \$22,745.22 to Bid No. 1920-04 at the June 16, 2021 Board meeting. This change order was related to ADA compliance issues, weatherproof coating for safety, and additional framing and data outlets per revised drawings.

The Board approved Change Order No. 9 in the amount of \$35,081.25 to Bid No. 1920-04 at the July 21, 2021 Board meeting. This change order was related to steel DSA requirement adjustments and additional storm drain installation and the installation of fire water backflow control devices.

The Board approved Change Order No. 10 in the amount of $\$ 46,437.71$ to Bid No. 1920-04 at the November 3, 2021 Board meeting. This change order was related to DSA requirements pertaining to electrical work for HVAC and gas shut-off devices to ensure compliance and additional exterior sheet metal to waterproof the building.

## CURRENT CONSIDERATIONS

Change Order No. 11 is related to DSA requirements to install tamper and flow switches for teachers stations, a District requested change to the building lettering, design alterations to the countertop sinks due to field conflicts during installation, and additional sheet metal for waterproofing to ensure a water tight 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. 11 to Bid No. 1920-04 in the amount of $\$ 49,361.70$ bringing the total project cost up from $\$ 11,462,975.66$ to $\$ 11,512,377.36$. With this change order, the contract with the general contractor remains under the $\$ 12,050,033.60$ budget that represents the bid award plus contingency.

## STAFF RECOMMENDATION

It is recommended the Board approve Change Order No. 11 to Bid No. 1920-04, Aliso Niguel High School STEM Building Project in the amount of \$49,361.70.

PREPARED BY: John Forney, Chief Facilities Officer
APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

CHANGE ORDER

## PROJECT:

Aliso Niguel High School
STEM Building Project
28000 Wolverine Way
Aliso Viejo, CA 92656
CONTRACTOR:
New Dynasty Construction Company 3002 Dow Ave., Suite 204
Tustin, CA 92780

NO. 11

OWNER:
CM FIRM: ARCHITECT: ARCHITECT PROJECT \#:
BID NUMBER: 1920-04

DATE:

Capistrano Unified School District TELACU Construction Management WLC Architects

1724900

12/15/2021

| ITEM NO. DESCRIPTION |  | WORK ORDER |  | AMOUNT |
| :---: | :---: | :---: | :---: | :---: |
| 1 | Per RFI \#244, The approved ELUHAD281645PD undermount sinks will not work with the plastic laminate counter tops specified. Provide Elkay model LRAD312245 counter mounted sink. Reveal options were not applicable with this model. | 42 | \$ | 17,199.56 |
| 2 | Per RFI \#228 and DSA requirements, contractor is to provide labor, material, and equipment to install new heat detector and intercept/extend SLC line from room smoke detector room 113 elevator machine room. | 43 | \$ | 1,365.10 |
| 3 | District directed contractor to provide labor, material, and equipment to add one (1) data drop to work room 105 for printer. | 44 | \$ | 1,603.62 |
|  | Per RFI \#241 \& DSA requirements, provide labor, material, and equipment to install new pathways only for two (2) tamper and flow switches. | 45 | \$ | 806.29 |
| 5 | Per RFI \#171, provide labor, material, and equipment to weld cap plates at locations cut for new furring of column. | 46 | \$ | 3,007.22 |
| 6 | Per District request, provide labor, material, and equipment to install "Physical Science" lettering. Lettering to be 18 " tall. | 47 | \$ | 10,693.81 |
|  | Per RFI \#192 and \#195, provide all labor, equipment, and materials to install new sheet metal flashing for waterproofing of building. | 48 | \$ | 11,290.92 |
|  | Per RFI \#242, provide labor, material, and equipment to install sink shroud at ADA Student laboratory tables (4). | 49 | \$ | 3,395.18 | laboratory tables (4).

The proposed change does NOT affect the final completion date required by the contract.
The proposed change will DECREASE the final completion date by $\qquad$ calendar days. The proposed change will INCREASE the final completion date by $\qquad$ calendar days.
Structural Change
Non- Structural Change
Non-Fire / Life \& Safety / Access Compliance Change
The original contract sum was:
10,954,576.00
Net Changes by previously authorized change orders:
508,399.66
The contract sum prior to this change order was: 11,462,975.66
The contract sum will be changed by this change order in the amount of:
49,361.70
New Contract Sum Including This Request for Change Order
11,512,337.36

CHANGE ORDER

## PROJECT:

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

## CONTRACTOR:

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

OWNER:
CM FIRM:
ARCHITECT:
ARCHITECT PROJECT
\#:
BID NUMBER:

DATE:

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this change order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This change order is hereby agreed to, accepted, and approved, all in accordance with the General Conditions of the Contract Documents.
This change order is not valid until signed by the Contractor, Architect and Owner.

## CONTRACTOR

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

By: $\qquad$

## ARCHITECT

WLC Architects
8163 Rochester Ave., Suite 100
Rancho Cucamonez $\int \Delta$ Q172n
By:
Date:

## OWNER

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, $\ulcorner\Delta 07675$
By:



## Change Order Log

| Project: | Aliso Niguel High School STEM Building |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Original Contract Value: |  |  | \$ | 10,954,576.00 |
| Current Contract Value: |  |  | \$ | 11,512,337.36 |
| Change Order Summary | Code | Percent Change |  | Amount |
| Scope Change | SC | 1.44\% | \$ | 158,259.11 |
| Value Engineering | VE | 0.00\% | \$ | - |
| Unforeseen Conditions | UC | 2.50\% | \$ | 274,169.06 |
| Code Requirements | CR | 0.00\% | \$ | - |
| Errors \& Omissions | EO | 1.14\% | \$ | 125,333.19 |
| Total |  | 5.09\% |  | \$557,761.36 |





CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Aliso Nigul High School
PROJECT: Aliso Nigul High School STEM Project
ARCHITECT: wLc
CAPISTRANO
WORK ORDER
NO. 42
SUBJECT: Sink Model Change
DATE: 12/10/2021

| TO: |
| :--- |
| NAME: Sherwin Chegini |
| COMPANY: New Dynasty Construction |

## FROM:

NAME: GREG SMITH
COMPANY: TELACU CONSTRUCTION MANAGEMENT

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

## DESCRIPTION OF PROPOSAL

Per RFI \#244, The approved ELUHAD281645PD undermount sinks will not work with the plastic laminate counter tops specified. Provide Elkay model LRAD312245 counter mounted sink. Reveal options were not applicable with this model.

| NO. | ITEM DESCRIPTION | AMOUNT |
| :---: | :--- | :--- |
| 1 | Sink model change | $\mathbf{\$ 1 7 , 1 9 9 . 5 6}$ |




 arising out of the change in the work covered by this Word Order, unless otherwise provided in the Work Order.

## cost:

$\square$
$\square$
$\square$LUMP SUM $\$^{17,199.56}$
$\square$ NOT TO EXCEED
\$ $\qquad$ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS. SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.

IN ACCORDANCE WITH CONTRACT UNIT PRICES
TIME:
$\sqrt{ } \sqrt{ }$ NO CHANGE TIME IMPACT UKNOWN

IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT $\qquad$ DAYS.

WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS:
DAYS: . THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FÖLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

| Signature |  | Date |
| :---: | :---: | :---: |
| CUSD - JOHN FORNEY | $\mathrm{s}_{\text {axamese }}^{\text {a }}$ | 12/16/2021 |
| Construction Manager | Gmamm | 12/16/2021 |
| General Contractor | Sumwin Clugi | 12/16/2021 |
| Architect of Record | $\begin{aligned} & \text { Bnay } \\ & \text { Bna } \end{aligned}$ | 12/16/2021 |
| Inspector of Record | bruce arcumas | 12/15/2021 |

## New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

| $12 / 03 / 21$ | CHANGE ORDER REQUEST NUMBER: $\quad$ 60R |
| :--- | :--- |
| PROJECT: | Aliso Niguel High School Stem Addition |
| LOCATION: | 28000 Wolverine Way, Aliso Viejo |
| PREPARED BY: | Sherwin Chegini |


| REASON FOR CHANGE: |
| :--- |
| RFI |

## SCOPE OF WORK:

Provide labor, material, and equipment to install new counter mount Elkay sinks per RFI \#244 response

|  |  | TIME EXTENSION |  |
| :--- | ---: | :--- | :--- | :--- |
| DATE COMPLETED: |  | DAYS FOR THIS CHANGE ORDER |  |
| COST BREAKDOWN: | $\$ 16,226.00$ |  |  |
| TIME and MATERIALS or LUMP SUM: | 0.00 |  |  |
|  |  |  |  |
|  |  |  |  |



I APPROVE AND AUTHORIZE THE ABOVE REFERENCED SCOPE OF WORK AND BILLING

| Sherwin Chegini | Project Manager |  |
| :---: | :---: | :---: |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |
| Greg Smith |  |  |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |

New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

SUB CONTRACTORS

| NAME | TRADE | SCOPE OF WORK | TOTAL |  |
| :---: | :---: | :---: | :---: | :---: |
| Empyrean Plumbing Inc | Plumbing |  | \$ | 16,226.00 |
|  |  |  |  |  |
|  |  |  | \$ | - |
|  |  |  | \$ |  |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |

TOTAL FOR SUB CONTRACT \$ 16,226.00

MATERIALS

| UNIT | DESCRIPTION | QUANTITY | Price | TOTAL |
| :--- | :--- | :--- | :--- | :---: |
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LABOR COSTS

| NAME | TRADE | WORK DONE | HOURS | RATE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  |  |  |  | $\$$ |  |

TOTAL LABC \$
MISCELLANEOUS

| ITEM | DESCRIPTION OF USE | COST |
| :---: | :---: | :---: |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  | $\$$ |
|  |  | $\$$ |
|  |  | - |
|  | Page 2 of 2 |  |
|  | EXHIBIT \#5 |  |

# EMPYREAN PLUMBING, INC 

PO Box 5680, Riverside, CA 92517
License No. 879157 C36, C34
951-776-4616 FAX 951-346-5675

## CHANGE ORDER REQUEST \#20R1

November 19, 2021

## RE: Aliso Niguel H.S. STEM Building <br> EPI Job \# 1199

Dear Sherwin,

## Our quoted price for:

Provide and install new counter mount Elkay LRAD3122-45 sinks following the directive within the referenced below. This cost has increased following the daily change in cost of sinks, the quotation in which we purchased is attached for review. This is out of our control and we need to be reimbursed on the added cost. The original sinks also had the grid drains installed which we had to remove so we can re-install on the new purchased sinks. Please draft new approval as we already purchased these sinks for the new cost.
Reference: RFI \#244
Exclusions: There will be no credit for the purchased undermount sinks, they will be turned over to the district.

Total net change to contract: $\mathbf{\$ 1 6 , 2 2 6 . 0 0}$
Additional time required: 02 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,


Nicholas Farmer
Project Manager

## BID RECAP SHEET

Company: Empyrean Plumbing \& Mechanical JobName: Q:IFILEIFastEST-Local.site\Jobs\2019-75-C-20.job Bid: FastEst

PipeDetail


## RIVERSIDE

| Job Name |
| :---: |
| CS-1/ 2 sinks |


| 22075 | COMMERCE WAY |
| :--- | :--- |
| GRAND | TERRACE, CA 92313 |
| PHONE | (909) $825-9466$ |
| FAX | (909) $422-8944$ |


| Quote No. | Date | Page |
| :--- | :---: | :---: |
| 0051000 | $11 / 17 / 21$ | 1 |
| Expiration Date | $12 / 15 / 21$ |  |
| Revised Date | $11 / 17 / 21$ |  |
| Bid Due Date | $11 / 15 / 21$ |  |

Quoted To Customer

Quoted By
****SHOP ACCOUNT*****
PO BOX 5680
RIVERSIDE, CA 92517-5680
Phone (951) 776-4616
Fax (951) 346-5675
Tarek Ghobrial
trghobrial@winnelson.com
(619) 488-0003

| Customer | Payment Terms |  | Quoted To |  | Salesperson |  |  | FOB |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 010931 | NET 30 |  | Frank Walsh |  | TAREK GHOBRIAL |  |  | $S$ |
| Line | Qty. | Descritption |  |  | $\begin{aligned} & \text { Unit } \\ & \text { Price } \end{aligned}$ | UOM | $\begin{aligned} & \text { Extended } \\ & \text { Price } \end{aligned}$ |  |
| 1.0 | 19 | LRAD31224.51HOLE CENTER REAR LRAD31224.51HOLE CENTER REAR |  |  | 611.5600 |  | 116 |  |
|  |  |  | Tax Area Id | Net Sales |  |  | 11619.64 |  |
|  |  |  | 050717295 | Freight |  |  |  | . 00 |
|  |  |  |  | Tax |  |  |  |  |
|  |  |  |  | Quotation Total |  |  | 11619.64 |  |

## RFI \#244: RFI \#244 Undermount Sinks

\(\left.$$
\begin{array}{llll}\text { Status } & \text { Open } & & \\
\text { To } & \text { Steve Stearns (PBK-WLC) (Response Required) } & \text { From } & \begin{array}{l}\text { Joy Ward (New Dynasty Construction) } \\
\text { 3002 Dow Ave., Ste. 218 }\end{array}
$$ <br>

Tustin, California 92780\end{array}\right]\)| Oct 7, 2021 |
| :--- | :--- | :--- |

## Activity

Question from Joy Ward New Dynasty Construction on Thursday, Oct 7, 2021 at 09:51 AM PDT
(1) The approved ELUHAD281645PD undermount sinks will not work with a plastic laminate countertop (see attached). We need to change sink to a top-mount unit. Please advise. (2) The approved LUHAD281645PD has 2 reveal options an $1 / 2^{\prime \prime}$ and $1 / 8$ " (see attached). Please confirm which reveal is preferred.

Attachments
RFI \#244 Undermount Sinks.pdf

Awaiting an Official Response

Provide Elkay model LRAD312245 counter mounted sink. Reveal options are not applicable with this model.
$\qquad$ stertone Classic Stainless Steel 31" x 22" x 4-1/2"

## PRODUCT SPECIFICATIONS

Elkay Lustertone ${ }^{\text {TM }}$ Classic Stainless Steel 31" x 22" x 4-1/2", Single Bowl Drop-in ADA Sink. Sink is manufactured from 18 gauge 304 Stainless Steel with a Lustertone, Lustrous Satin finish, Rear Center drain placement, and Bottom only pads.

| Material: | 304 Stainless Steel |
| :--- | :--- |
| Finish: | Lustertone , Lustrous Satin |
| Gauge: | 18 |
| Sound Deadening: | Bottom only pads |
| Number of Bowls: | 1 |
| Sink Dimensions: | $31 " \times 22^{\prime \prime} \times 4-1 / 2^{\prime \prime}$ |
| Bowl 1 Dimensions: | $28^{\prime \prime} \times 16^{\prime \prime} \times 4-3 / 8^{\prime \prime}$ |
| Drain Size: | $3-1 / 2^{\prime \prime}(89 \mathrm{~mm})$ |
| Drain Location: | Rear Center |
| Minimum Cabinet Size: | $36^{\prime \prime}$ |
| Mounting Hardware: | Part \# 64090014 included for countertops <br> up to 3/4" (19mm) thick |
| Template Included: | No |
| Cutout Template \#: | $\underline{1000001239}$ |

Template is available for download at elkay.com. CAD software will be required to open the template.
Cutout Dimensions for Drop-in Installation:
$30-3 / 8^{\prime \prime} \times 21-3 / 8^{\prime \prime}(772 \mathrm{~mm} \times 543 \mathrm{~mm})$ with 1-1/2" (38mm) corner radius

| Custom Options |  |
| :--- | :--- |
| $\square$ Type 316 Stainless Steel |  |
| Drain Location | $\square$ Left Rear |
| $\square$ Right Rear | $\square$ Center Rear |
| $\square$ Center | $\square$ Rear |
| Overflow Location | $\square$ Punch Required: |
| $\square$ Front | $\square$ |
| Alternate Punching | $\square$ Faucet Model: |
| Sink Size |  |
| Bowl Depth: |  |
| *Options available if applicable |  |

PART: $\qquad$ QTY: $\qquad$
PROJECT: $\qquad$
CONTACT: $\qquad$
DATE: $\qquad$
NOTES:
APPROVAL: $\qquad$

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.
$\square$

Hole Drilling Configurations：
1－1／2＂（38mm）Diameter Faucet Holes on 4＂（102mm）Centers


OPTIONAL ACCESSORIES

| Bottom Grid： | LKWOBG2816SS |
| :--- | :--- |
| Cutting Board： | CB1713，CBS1316 |
| Drain： | LK99，LKAD35 |
| Faucet： | LKGT1041，LKGT2041 |
| Hardware： | LK364，LK463 |
| Rinsing Basket： | LKWERBSS，LKWRB2816SS |
| Sinkmate： | LKSMHSL |
| Soap Dispenser： | LKGT1054 |

## PRODUCT SPECIFICATIONS

Elkay Lustertone ${ }^{\text {TM }}$ Classic Stainless Steel $30-1 / 2$＂x 18－1／2＂x 4－3／8＂， Single Bowl Undermount ADA Sink．Sink is manufactured from 18 gauge 304 Stainless Steel with a Lustrous Satin finish，Rear Center drain placement，and Bottom only pads．

| Installation Type： | Undermount |
| :--- | :--- |
| Material： | 304 Stainless Steel |
| Finish： | Lustrous Satin |
| Gauge： | 18 |
| Sound Deadening： | Bottom only pads |
| Number of Bowls： | 1 |
| Sink Dimensions： | $30-1 / 2^{\prime \prime} \times 18-1 / 2^{\prime \prime} \times 4-3 / 8^{\prime \prime}$ |
| Bowl 1 Dimensions： | $28^{\prime \prime} \times 16^{\prime \prime} \times 4-3 / 8^{\prime \prime}$ |
| Drain Size： | $3-1 / 2^{\prime \prime}(89 \mathrm{~mm})$ |
| Drain Location： | Rear Center |
| Minimum Cabinet Size： | $36^{\prime \prime}$ |
| Mounting Hardware： | Undermount brackets sold separately |
| Template Included： | Yes |
| Cutout Template \＃： | $\underline{1000001414}$ |

Template is available for download at elkay．com．CAD software will be required to open the template．

| Custom Options |  |
| :--- | :--- |
| $\square$ Type 316 Stainless Steel |  |
| Drain Location | $\square$ Left Rear |
| $\square$ Right Rear | $\square$ Center Rear |
| $\square$ Center | $\square$ Rear |
| Overflow Location | $\square$ Punch Required： |
| $\square$ Front |  |
| Alternate Punching | $\square$ Faucet Model： |
| Sink Size | $\square$ Drainboard Width： |
| $\square$ Bowl Depth： |  |

PART： QTY：
PROJECT：
$\qquad$

CONTACT：
DATE： $\qquad$
NOTES： $\qquad$
APPROVAL： $\qquad$
AMERICAN PRIDE．A LIFETIME TRADITION．
Like your family，the Elkay family has values and traditions that endure． For almost a century，Elkay has been a family－owned and operated company，providing thousands of jobs that support our families and communities．

```
Product Compliance: ADA & ICC A117.1
    ASME A112.19.3/CSA B45.4
    Buy American Act
```



Sinks are listed by IAPMO ${ }^{\circledR}$ as meeting the applicable requirements of the Uniform Plumbing Code ${ }^{\oplus}$ ，International Plumbing Code ${ }^{\oplus}$ ，and National Plumbing Code of Canada．
Complies with ADA \＆ICC A117．1 accessibility requirements when installed according to the requirements outlined in these standards．

Clean and Care Manual（PDF）
Installation Instructions（PDF）－ 1000005239
Installation Instructions（PDF）－ 74180289 Disposer
Installation Instructions（PDF）－74180340－USA Drain Warranty（PDF）
Similar models are available with：Perfect Drain， additional ADA depths


In keeping with our policy of continuing product improvement，Elkay reserves the right to change product specifications without notice．Please visit elkay．com for the most current version of Elkay product specification sheets．This specification describes an Elkay product with design，quality，and functional benefits to the user．When making a comparison of other producers＇offerings，be certain these features are not overlooked．

## Installation Profile：



| Optional Accessories |  |  |
| :---: | :---: | :---: |
| LKWOBG2816SS | Elkay Stainless Steel $26-1 / 2^{\prime \prime} \times 14-13 / 16^{\prime \prime} \times 1^{\prime \prime}$ Bottom Grid Spec Sheet（PDF） | ND |
| CB1713 | Elkay Hardwood 13－1／2＂x 17＂x 1＂Cutting Board Spec Sheet（PDF） |  |
| CBS1316 | Elkay Hardwood 14－1／2＂$\times 17^{\prime \prime} \times 3 / 4^{\prime \prime}$ Cutting Board Spec Sheet（PDF） |  |
| LK99 | Elkay Deluxe 3－1／2＂Drain Type 304 Stainless Steel Body，Strainer Basket Rubber Seal and Tailpiece <br> Spec Sheet（PDF） |  |
| LKAD35 | Elkay 3－1／2＂Drain Fitting＂Stainless Steel Body，Strainer Basket and Offset Tailpiece <br> Spec Sheet（PDF） |  |
| LKWERBSS | Elkay Stainless Steel $15-3 / 8$＂$\times 12-3 / 8 " \times 5-7 / 16$＂Rinsing Basket Spec Sheet（PDF） |  |

[^5]CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Aliso Nigule High School
PROJECT: Aliso Nigul I High School STEM Project
ARCHITECT: wLc

## TO:

NAME: Sherwin Chegini
COMPANY: New Dynasty Construction

FROM:
NAME: GREG SMITH
COMPANY: TELACU CONSTRUCTION MANAGEMENT

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

## DESCRIPTION OF PROPOSAL

Per RFI \#228 and DSA requirements, contractor is to provide labor, material, and equipment to install new heat detector and intercept/extend SLC line from room smoke detector room 113 elevator machine room.

| NO. | ITEM DESCRIPTION | AMOUNT |
| :---: | :--- | :--- |
| 1 | Install new heat detector | $\mathbf{\pm}$ \$1,365.10 |

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:

$\square$
$\square$
$\square$LUMP SUM $\$^{1,365.10}$

$\square$NOT TO EXCEED
$\$$ $\qquad$ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS. SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.

IN ACCORDANCE WITH CONTRACT UNIT PRICES
TIME:
$\sqrt{ } \sqrt{ }$ NO CHANGE TIME IMPACT UKNOWN

IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT $\qquad$ DAYS.

WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS:
DAYS: THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FÖLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

| Signature |  | Date |
| :---: | :---: | :---: |
| CUSD - JOHN FORNEY | $\sqrt{\text { Souspona }}$ | 12/16/2021 |
| Construction Manager | Gong Smith | 12/16/2021 |
| General Contractor |  Sherwin Cleagini | 12/16/2021 |
| Architect of Record | Bnce On | 12/16/2021 |
| Inspector of Record |  | 12/15/2021 |

## New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

| $11 / 04 / 21$ | CHANGE ORDER REQUEST NUMBER: |
| :--- | :--- |
| PROJECT: | Aliso Niguel High School Stem Addition |
| LOCATION: | 28000 Wolverine Way, Aliso Viejo |
| PREPARED BY: | Sherwin Chegini |


| REASON FOR CHANGE: |
| :--- |
| RFI |

## SCOPE OF WORK:

Provide labor, material, and equipment to install new heat detector and intercept/extend SLC line from room smoke detector room 113 elevator machine room

|  |  | TIME EXTENSION |  |  |
| :--- | ---: | :--- | :--- | :--- |
| DATE COMPLETED: |  | DAYS FOR THIS CHANGE ORDER |  |  |
| COST BREAKDOWN: | $\$ 1,287.83$ |  |  |  |
| TIME and MATERIALS or LUMP SUM: | 0.00 |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |


| SUBCONTRACTORS COST |  |  | 1287.83 |
| :---: | :---: | :---: | :---: |
| MATERIAL COST |  |  | 0.00 |
| LABOR COSTS |  |  | 0.00 |
| MISCELLANEOUS COSTS |  |  | 0.00 |
| GENERAL CONDITIONS |  | PER DAY |  |
|  |  | TOTAL COSTS | 1287.83 |
|  | 5\% | OVERHEAD | 64.39 |
|  |  | SUBTOTAL | 1352.22 |
|  | 1\% | BONDING \& INSURANCE | 12.88 |
|  |  | SUBTOTAL | 1365.10 |
| TOTAL FOR THIS CHANGE ORDER |  |  | 1365.10 |

I APPROVE AND AUTHORIZE THE ABOVE REFERENCED SCOPE OF WORK AND BILLING

| Sherwin Chegini | Project Manager |  |
| :---: | :---: | :---: |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |
| Greg Smith |  |  |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |

New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

SUB CONTRACTORS

| NAME | TRADE | SCOPE OF WORK | TOTAL |  |
| :---: | :---: | :---: | :---: | :---: |
| RDM electric | Electrical | shunt trip elevator rm | \$ | 1,287.83 |
|  |  |  |  |  |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |

TOTAL FOR SUB CONTRACT \$ 1,287.83

MATERIALS

| UNIT | DESCRIPTION | QUANTITY | Price |  | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  | \$ | - |
|  |  | TOTAL M | TERIA | \$ | - |

LABOR COSTS

| NAME | TRADE | WORK DONE | HOURS | RATE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  | $\$$ |
|  |  |  |  | TOTAL LABC \$ |  |

MISCELLANEOUS

| ITEM | DESCRIPTION OF USE | COST |
| :---: | :---: | :---: |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  | $\$$ |
|  |  | $\$$ |
|  |  | - |
|  | Page 2 of 2 |  |
|  | EXHIBIT \#5 |  |

## Change Order Request

RDM CO \#: 21
Project:
Aliso Niguel High School Stem Building
RDM Job \# 20-01
Date:
11/2/2021
Reference:
RFI 228: Room 113 Heat Detector
Description of Work

| The below price reflects the cost of providing labor, materials, equipment, and subcontract per the RFI 2228 response to add (1) new heat detector. |
| :--- | :--- | :--- |
|  |
|  |


|  |  | Man Hours | Rate |  |  | Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Electrician Labor Straight Time |  | 3.23 | \$83.99 |  |  | \$271.29 |
| Electrician Labor Overtime |  | 0.00 | \$113.26 |  |  | \$0.00 |
| Electrician Labor Double Time |  | 0.00 | \$134.63 |  |  | \$0.00 |
| Equipment Operator* |  | 0.00 | \$175.00 |  |  | \$0.00 |
| Material Handling \& Clean Up |  | 0.16 | \$83.99 |  |  | \$13.56 |
| Foreman Labor Straight Time |  | 0.34 | \$84.68 |  |  | \$28.72 |
| Field Superintendent Labor Straight Time |  | 0.11 | \$88.45 |  |  | \$9.90 |
|  |  | Rental Per Day | Days |  |  |  |
| Equipment/Tool Rental | No Rental | \$0.00 |  |  |  | \$0.00 |
| Transportation | No Rental | \$0.00 | One Time Charge |  |  | \$0.00 |
|  |  |  |  |  |  |  |
|  |  |  |  | Mark up 15.00\% |  | \$48.52 |
| *Includes Equipment and Man Hours |  |  |  |  |  |  |
| Labor and Equipment Subtotal: |  |  |  |  |  | \$371.99 |
| Subcontract Work (See Attached Sub Quote(s)) |  |  |  |  |  | \$689.96 |
| Integrated Communication \& Data (ICD) |  |  |  |  |  |  |
|  |  |  |  | Mark Up | 5\% | \$34.50 |
|  |  |  |  | Subcontractor Subtotal: |  | \$724.46 |

Payment and Performance Bond @ $0.00 \%$
*Note - Additional work outlined in this proposal will not be bonded.

Change Order Request Grand Total:

| Price Firm for: | 15 | Day(s) |
| ---: | :---: | :---: |
| A Contract Time Extension of: | 1 | Day(s) is Requested |
| Prepared By: | Angel | Cruz |

Aliso Niguel HS (RFI 228-Rm 113 Heat Detector)
Job Number: 1655
Extension By Phase


# INTEGRATED COMMUNICATIONS \& DATA 

405 FLEETWOOD PLACE , GLENDORA, CA 91740 (626)914-2119 FAX (626) 963-2498
PROPOSED CHANGE ORDER


TO: Floyd Auten Electric Inc.
ATTN: Floyd Auten
ADDRESS:

DATE: 10/8/2021
CHANGE ORDER \# Ref. Customer RFI \# 228
PROJECT NUMBER: 05620062

PROJECT NAME: Alsio Niguel High School

## SCOPE OF WORK:

- 1-135 Degree Thermal Sensor
- 1-Addressable Monitor Module
- Design
- Program

NOTE - proposal good for 60 days

## EXCLUSIONS:

- All exclusions from the original contract apply.
- No Cable
- No Labor to install

| MATERIAL TOTAL | $\$ 111.36$ |
| ---: | ---: |
| LABOR TOTAL | $\$ 215.60$ |
| CHANGE ORDER TOTAL $\$$ | 326.96 |
| Tax \& Freight included |  |

## CUSTOMER

CLIMATEC LLC
Submitted by:

| Name |
| :--- |
| Robert Peppe |
| Signature |

Name Purchase Order \#

Signature ate
"Leaders in providing open non-proprietary building system solutions throughout the Southwest" 24 Hour Service Line: (877) 689-1649
Email: Socalservice@Climatec.com

TELACU Construction Management
Project: 18-125 Aliso High School STEM Building
604 N. Eckhoff Street
28000 Wolverine Way
Orange, California 92868
aliso viejo, California 92868
P: (714) 541-2390
P: 7146567015
F: (714) 541-9411

## RFI \#228: RFI \#228 Room 113 Heat Detector

| Status | Open |  |  |
| :--- | :--- | :--- | :--- |
| To | Steve Stearns (PBK-WLC) | From | Joy Ward (New Dynasty Construction) <br> 3002 Dow Ave., Ste. 218 <br> Tustin, California 92780 |
| Date Initiated | Sep 10, 2021 | Due Date | Sep 13, 2021 |

Activity

Question
Question from Joy Ward New Dynasty Construction on Friday, Sep 10, 2021 at 09:46 AM PDT
Room 113, elevator machine room, has not heat detector device for the shunt trip. Please advise.
Attachments
RFI \#228 Elevator Machine Rm Heat Detector.pdf

Awaiting an Official Response

Provide (1) new heat detector and intercept and extend SLC line from room smoke detector.

## RFI \#228: RFI \#228 Room 113 Heat Detector

\(\left.$$
\begin{array}{llll}\text { Status } & \text { Open } & & \\
\text { To } & \text { Steve Stearns (PBK-WLC) } & \text { From } & \begin{array}{l}\text { Joy Ward (New Dynasty Construction) } \\
\text { 3002 Dow Ave., Ste. 218 }\end{array}
$$ <br>

Tustin, California 92780\end{array}\right]\)| Sep 13, 2021 |
| :--- | :--- | :--- |

## Activity

Question
Question from Joy Ward New Dynasty Construction on Friday, Sep 10, 2021 at 09:46 AM PDT
Room 113, elevator machine room, has not heat detector device for the shunt trip. Please advise.
Attachments
RFI \#228 Elevator Machine Rm Heat Detector.pdf

Awaiting an Official Response

Provide (1) new heat detector and intercept and extend SLC line from room smoke detector.

Narm Phomphakdy, SOBE
9/14/2021
 เગાyısia ר00hos aэluinn onvyısidyo 9NIG긍 WヨIS 700HOS HOIH 7ヨחפIN OSI7V



| FIRE ALARM |
| :---: |
| FIRST |
| FLOOR PLAN |
| onmer |




CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Aliso Nigule High School
PROJECT: Aliso Nigul High School STEM Project
ARCHITECT: wLc

## TO:

NAME: Sherwin Chegini
COMPANY: New Dynasty Construction

FROM:
NAME: GREG SMITH
COMPANY: TELACU CONSTRUCTION MANAGEMENT

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

## DESCRIPTION OF PROPOSAL

District directed contractor to provide labor, material, and equipment to add one (1) data drop to work room 105 for printer.

| NO. | ITEM DESCRIPTION | AMOUNT |
| :---: | :--- | :--- |
| 1 | Data Drop for Printer | $\mathbf{\pm} \$ 1,603.62$ |

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:

$\square$
$\square$
$\square$
$\square$LUMP SUM $\$^{1,603.62}$
$\square$ NOT TO EXCEED
\$ $\qquad$ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS. SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.

IN ACCORDANCE WITH CONTRACT UNIT PRICES
TIME:
$\square$ NO CHANGE TIME IMPACT UKNOWN

IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT $\qquad$ DAYS.

WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS:
DAYS: . THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FÖLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

| Signature |  | Date |
| :---: | :---: | :---: |
| CUSD - JOHN FORNEY | skso | 12/16/2021 |
| Construction Manager | Gry smith | 12/16/2021 |
| General Contractor | Survin Chegini | 12/16/2021 |
| Architect of Record | Brue ou | 12/16/2021 |
| Inspector of Record | BrNCe muluams | 12/15/2021 |

## New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

| $11 / 04 / 21$ | CHANGE ORDER REQUEST NUMBER: 62 |
| :--- | :--- |
| 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:

Provide labor, material, and equipment to add (1) data drop to work room 105

|  |  | TIME EXTENSION |  |
| :--- | ---: | :--- | :--- | :--- |
| DATE COMPLETED: |  | DAYS FOR THIS CHANGE ORDER |  |
| COST BREAKDOWN: | $\$ 1,512.85$ |  |  |
| TIME and MATERIALS or LUMP SUM: | 0.00 |  |  |
|  |  |  |  |
|  |  |  |  |



I APPROVE AND AUTHORIZE THE ABOVE REFERENCED SCOPE OF WORK AND BILLING

| Sherwin Chegini | Project Manager |  |
| :---: | :---: | :---: |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |
| Greg Smith |  |  |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |

New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

SUB CONTRACTORS

| NAME | TRADE | SCOPE OF WORK | TOTAL |
| :--- | :--- | :--- | :--- |
| RDM electric | Electrical | data drop | $\$$ |
|  |  |  | $1,512.85$ |
|  |  |  | $\$$ |
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TOTAL FOR SUB CONTRACT \$ 1,512.85

MATERIALS

| UNIT | DESCRIPTION | QUANTITY | Price | TOTAL |
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LABOR COSTS

| NAME | TRADE | WORK DONE | HOURS | RATE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
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|  |  |  |  | $\$$ |  |

TOTAL LABC \$
MISCELLANEOUS

| ITEM | DESCRIPTION OF USE | COST |
| :---: | :---: | :---: |
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|  |  | Page 2 of 2 |
|  | EXHIBIT \#5 |  |

## Change Order Request

RDM CO \#: 22
Project:
RDM Job \#
Date:
Aliso Niguel High School Stem Building

Reference:
11/2/2021


|  |  | Man Hours | Rate |  |  | Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Electrician Labor Straight Time |  | 2.00 | \$83.99 |  |  | \$167.98 |
| Electrician Labor Overtime |  | 0.00 | \$113.26 |  |  | \$0.00 |
| Electrician Labor Double Time |  | 0.00 | \$134.63 |  |  | \$0.00 |
| Equipment Operator* |  | 0.00 | \$175.00 |  |  | \$0.00 |
| Material Handling \& Clean Up |  | 0.10 | \$83.99 |  |  | \$8.40 |
| Foreman Labor Straight Time |  | 0.21 | \$84.68 |  |  | \$17.78 |
| Field Superintendent Labor Straight Time |  | 0.07 | \$88.45 |  |  | \$6.13 |
|  |  | Rental Per Day | Days |  |  |  |
| Equipment/Tool Rental | No Rental | \$0.00 |  |  |  | \$0.00 |
| Transportation No Rental |  | \$0.00 | One Time Charge |  |  | \$0.00 |
|  |  |  |  |  |  |  |
|  |  |  |  | Mark up 15.00\% |  | \$30.04 |
| *Includes Equipment and Man Hours |  |  |  |  |  |  |
| Labor and Equipment Subtotal: |  |  |  |  |  | \$230.34 |
| Subcontract Work (See Attached Sub Quote(s)) |  |  |  |  |  | \$1,070.10 |
| Integrated Communication \& Data (ICD) |  |  |  |  |  |  |
|  |  |  |  | Mark Up | 5\% | \$53.51 |
|  |  |  |  | Subcontractor Subtotal: |  | \$1,123.61 |

Payment and Performance Bond @ $0.00 \%$ ——— \$0.00
*Note - Additional work outlined in this proposal will not be bonded.

Change Order Request Grand Total:

| Price Firm for: | 15 | Day(s) |
| ---: | :---: | :---: |
| A Contract Time Extension of: | 1 | Day(s) is Requested |
| Prepared By: | Angel | Cruz |

Aliso Niguel HS (Added Data Drops)
Job Number: 1671
Extension By Phase

| Item \# | Description | Quantity | Price | U | Ext Price | Labor Hr | U | Ext Lab Hr |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| --- 04 Above Ground Branch Raceway --- |  |  |  |  |  |  |  |  |
| 1122 | 3/4" Steel Flex | 10 | 140.49 | C | 14.05 | 5.00 | C | 0.50 |
| 1869 | 3/4" Steel 2-Screw Flex Conn | 2 | 5.38 | E | 10.76 | 0.35 | E | 0.70 |
| 2031 | 3/4" Field Knockout (labor only) | 2 | 0.00 | E | 0.00 | 0.25 | E | 0.50 |
| 2472 | 4" Square x 2-1/8" Deep Box w/brkt (1/2\&3/4 KO's) | 1 | 1,526.70 | C | 15.27 | 0.30 | E | 0.30 |
| --- 04 Above Ground Branch Raceway Total -- |  |  |  |  | 40.08 |  |  | 2.00 |

INTEGRATED COMMUNICATIONS \&

## DATA

405 FLEETWOOD PLACE , GLENDORA, CA 91740 (626)914-2119 FAX (626) 963-2498
PROPOSED CHANGE ORDER


## Angel Cruz

| From: | Sherwin Chegini [Sherwin@new-dc.com](mailto:Sherwin@new-dc.com) |
| :--- | :--- |
| Sent: | Monday, October 4, 2021 1:21 PM |
| To: | Angel Cruz; Kris Mattox; Jose Plascencia; Jayson Gonzalez |
| Cc: | Joy Ward; Daniel Arellano |
| Subject: | FW: ANHS STEM: Switch Gear Update and Data Outlet |
| Attachments: | E2.12_ FIRST FLOOR SIGNAL PLAN Rev. 2 markup.pdf |

RDM Team,

Please see email from TCM regarding the switchgear. Please advise to date \& time of delivery. This is a HOT ITEM for the district.

Also, they have additional COR request for an addition of 1 data drop per in workroom 105 per the attached. Please provide cost.

## 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: Greg Smith [gsmith@telacu.com](mailto:gsmith@telacu.com)
Sent: Monday, October 4, 2021 12:42 PM
To: Sherwin Chegini [Sherwin@new-dc.com](mailto:Sherwin@new-dc.com)
Cc: Joy Ward [JWard@new-dc.com](mailto:JWard@new-dc.com)
Subject: ANHS STEM: Switch Gear Update and Data Outlet

Hi Sherwin,

Could we get an update on the switchgear installation. I need to coordinate with the site to ensure all the school walkways are accessible for RDM.

Also, please see attached marked up sheet for the addition of 1 data drop in the downstairs workroom 105. Could I please get a cost for this work?

Thanks,
Greg

## Greg Smith

Project Manager
TELACU Construction Management

604 N. Eckhoff Street
Orange, CA 92868
T 714.541.2390
M 714.497.7646
gsmith@telacu.com
www.telacu.com
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YEARS
$1968 \cdot 2018$

CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Aliso Nigule High School
PROJECT: Aliso Nigul I High School STEM Project
ARCHITECT: wLc

## WORK ORDER

SUBJECT: Water Flow and Tamper Switch for DDCA
DATE: 12/10/2021

## TO:

NAME: Sherwin Chegini
COMPANY: New Dynasty Construction

FROM:
NAME: GREG SMITH
COMPANY: TELACU CONSTRUCTION MANAGEMENT

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

## DESCRIPTION OF PROPOSAL

Per RFI \#241 \& DSA requirements, provide labor, material, and equipment to install new pathways only for two (2) tamper and flow switches.

| NO. | ITEM DESCRIPTION | AMOUNT |
| :---: | :--- | :--- |
| 1 | Water Flow and Tamper Switch for DDCA | $\mathbf{\Psi} \$ 806.29$ |

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:

$\square$
$\square$
$\square$LUMP SUM $\$^{806.29}$
$\square$ NOT TO EXCEED
\$ $\qquad$ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS. SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
IN ACCORDANCE WITH CONTRACT UNIT PRICES
TIME:

$\qquad$ DAYS.
WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS:
DAYS: $\quad$ THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FÖLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

| Signature |  | Date |
| :---: | :---: | :---: |
| CUSD - JOHN FORNEY | $\sqrt{\text { onesusposex }}$ | 12/16/2021 |
| Construction Manager |  | 12/16/2021 |
| General Contractor | CEsacispanter <br> Sherwin Cle gini | 12/16/2021 |
| Architect of Record | Bruce on | 12/16/2021 |
| Inspector of Record | BRUCE Mruans | 12/15/2021 |

## New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

| $11 / 04 / 21$ | CHANGE ORDER REQUEST NUMBER: 63 |
| :--- | :--- |
| PROJECT: | Aliso Niguel High School Stem Addition |
| LOCATION: | 28000 Wolverine Way, Aliso Viejo |
| PREPARED BY: | Sherwin Chegini |


| REASON FOR CHANGE: |
| :--- |
| RFI |

## SCOPE OF WORK:

Provide labor, material, and equipment to install new pathways only for two tamper and flow switches per RFI \#241

|  |  |  | TIME EXTENSION |  |
| :---: | :---: | :---: | :---: | :---: |
| DATE COMPLETED: |  |  | DAYS FOR THIS CHANGE ORDER | 0 |
| COST BREAKDOWN: |  | 760.65 |  |  |
| TIME and MATERIALS or LUMP SUM: |  | 0.00 |  |  |
|  |  |  |  |  |
|  |  |  |  |  |


| SUBCONTRACTORS COST |  |  | 760.65 |
| :---: | :---: | :---: | :---: |
| MATERIAL COST |  |  | 0.00 |
| LABOR COSTS |  |  | 0.00 |
| MISCELLANEOUS COSTS |  |  | 0.00 |
| GENERAL CONDITIONS | DAYS @ | PER DAY |  |
|  |  | TOTAL COSTS | 760.65 |
|  | 5\% | OVERHEAD | 38.03 |
|  |  | SUBTOTAL | 798.68 |
|  | 1\% | BONDING \& INSURANCE | 7.61 |
|  |  | SUBTOTAL | 806.29 |
| TOTAL FOR THIS CHANGE ORDER |  |  | 806.29 |

I APPROVE AND AUTHORIZE THE ABOVE REFERENCED SCOPE OF WORK AND BILLING

| Sherwin Chegini | Project Manager |  |
| :---: | :---: | :---: |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |
| Greg Smith |  |  |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |

New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

SUB CONTRACTORS

| NAME | TRADE | SCOPE OF WORK | TOTAL |
| :--- | :---: | :--- | :---: |
| RDM electric | Electrical | tamper flow switches | $\$$ |
|  |  |  | 760.65 |
|  |  |  |  |
|  |  |  | $\$$ |
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|  |  | $\$$ | - |
|  |  | $\$$ | - |

MATERIALS

| UNIT | DESCRIPTION | QUANTITY | Price | TOTAL |
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LABOR COSTS

| NAME | TRADE | WORK DONE | HOURS | RATE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
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|  |  |  |  |  | $\$$ |
|  |  |  |  | TOTAL LABC \$ |  |

MISCELLANEOUS

| ITEM | DESCRIPTION OF USE | COST |
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|  | Page 2 of 2 |  |
|  | EXHIBIT \#5 |  |

## Change Order Request

RDM CO \#: 23
Project: RDM Job \# Date: Aliso Niguel High School Stem Building 20-01

Reference:
11/2/2021

| Description of Work |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| The below price reflects the cost of providing labor, materials, equipment, and subcontract per RFI \#241 response to add additioanal pathways only for two tamper and flow switches. |  |  |  |  |
| Material Cost (See Attached Backup) |  |  |  | \$75.85 |
| Direct Job Expenses (See Attached Backup) |  |  |  | \$0.00 |
| Sales Tax Aliso Viejo* 7.75\% |  |  |  | \$5.88 |
| Freight / Delivery Expense $\quad 1$ | \$95 |  |  | \$95.00 |
| Service Truck 0 | \$75 |  |  | \$0.00 |
| Mark up 15.00\% $\quad \$ 26.51$ |  |  |  |  |
| Material, DJE's \& Freight Subtotal: $\quad \$ 203.24$ |  |  |  |  |



Payment and Performance Bond @ 0.00\%
*Note - Additional work outlined in this proposal will not be bonded.

| Change Order Request Grand Total: |  | \$760.65 |
| :---: | :---: | :---: |
| Price Firm for: 15 Day(s) |  |  |
| A Contract Time Extension of: 11 Day(s) is Requested |  |  |
| Prepared By: Angel Cruz | Date: 11/2/2021 |  |
| Approval: | Date: |  |

Aliso Niguel HS (RFI 241)
Job Number: 1670
Extension By Phase

| Item \# | Description | Quantity | Price | U | Ext Price | Labor Hr | U | Ext Lab Hr |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| --- 04 Above Ground Branch Raceway --- |  |  |  |  |  |  |  |  |
| 1143 | 1/2" Liquidtight (metallic) | 15 | 137.40 | C | 20.61 | 4.00 | C | 0.60 |
| 1913 | 1/2" Seal-tite Conn (90 Degree) | 4 | 933.32 | C | 37.33 | 0.36 | E | 1.44 |
| 2030 | 1/2" Field Knockout (labor only) | 4 | 0.00 | E | 0.00 | 0.25 | E | 1.00 |
| 2348 | 1/2" 2-Hole Strap | 6 | 13.88 | C | 0.83 | 4.50 | C | 0.27 |
| 2471 | 4" Square x 2-1/8" Deep Box (1/2 \& 3/4 KO's) | 1 | 632.59 | C | 6.33 | 0.30 | E | 0.30 |
| 7115 | Sheetmetal Screw | 6 | 5.08 | C | 0.30 | 0.01 | E | 0.06 |
|  | --- 04 Above Ground Branch Raceway Total -- |  |  |  | 65.40 |  |  | 3.67 |
|  |  |  |  |  |  |  |  |  |
| --- 06 Branch Wire --- |  |  |  |  |  |  |  |  |
| 2681 | \#12 THHN CU Solid Wire | 40 | 226.73 | M | 9.07 | 6.00 | M | 0.24 |
| 4409 | \#14-12-10 Wire Termination Labor | 4 | 0.00 | E | 0.00 | 0.18 | E | 0.72 |
| 6133 | Red Wirenuts | 6 | 230.00 | M | 1.38 | 3.50 | C | 0.21 |
|  | --- 06 Branch Wire Total --- |  |  |  | 10.45 |  |  | 1.17 |
|  |  |  |  |  |  |  |  |  |

## RFI \#241: RFI \#241 Rm 114 Water Flow \& Tamper Switch

| Status | Open |  |  |
| :--- | :--- | :--- | :--- |
| To | Steve Stearns (PBK-WLC) | From | Joy Ward (New Dynasty Construction) <br> 3002 Dow Ave., Ste. 218 <br> Tustin, California 92780 |
| Date Initiated | Sep 30, 2021 | Due Date | Oct 3, 2021 |

## Activity

Question
Question from Joy Ward New Dynasty Construction on Wednesday, Sep 29, 2021 at 04:39 PM PDT
(1) Sheet FA2.1, Room 114, shows only one (1) water flow and one (1) tamper switch; however, detail 7/FP0. 1 shows one (1) additional tamper switch. Please confirm sheet FP0.1 supersedes requirements noted in FA2.1 (see attached).
(2) To satisfy elevator requirements, an additional one (1) water flow and one (1) tamper switch was installed totaling two (2) water flow and three (3) tamper switch respectively. Contractor noted there will be associated costs to the added devices to cover materials and labor (see attached). Please confirm.

Attachments
RFI \#241 Rm 114 Water Flow_Tamper Switch.pdf

## Awaiting an Official Response

Confirmed. There should be two tamper switches on the backflow preventer, one on the elevator control valve and two flow switches - one for system riser and one on the elevator sprinkler line.
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CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Aliso Nigule High School
PROJECT: Aliso Nigul I High School STEM Project
ARCHITECT: wLc
CAPISTRANO

## WORK ORDER

SUBJECT: Welding of Cap Plates
DATE: 12/10/2021

## TO:

NAME: Sherwin Chegini
COMPANY: New Dynasty Construction

FROM:
NAME: GREG SMITH
COMPANY: TELACU CONSTRUCTION MANAGEMENT

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

## DESCRIPTION OF PROPOSAL

Per RFI \#171, provide labor, material, and equipment to weld cap plates at locations cut for new furring of column.

| NO. | ITEM DESCRIPTION | AMOUNT |
| :---: | :--- | :--- |
| 1 | Welding of Cap Plates | $\$ 3,007.22$ |

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:

$\square$
$\square$
$\square$LUMP SUM $\$^{3,007.22}$

$\square$NOT TO EXCEED
$\$$ $\qquad$ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS. SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
IN ACCORDANCE WITH CONTRACT UNIT PRICES
TIME:
$\sqrt{ } \sqrt{ }$ NO CHANGE TIME IMPACT UKNOWN

IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT $\qquad$ DAYS.

WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS:
DAYS: . THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FÖLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

| Signature |  | Date |
| :---: | :---: | :---: |
| CUSD - JOHN FORNEY | STKOf | 12/16/2021 |
| Construction Manager |  | 12/16/2021 |
| General Contractor | Sherwin Clegini | 12/16/2021 |
| Architect of Record | Bruce on | 12/16/2021 |
| Inspector of Record | bruce viluams | 12/15/2021 |

## New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

| 10/29/21 | CHANGE ORDER REQUEST NUMBER: $\quad 58$ |
| :--- | :--- |
| PROJECT: | Aliso Niguel High School Stem Addition |
| LOCATION: | 28000 Wolverine Way, Aliso Viejo |
| PREPARED BY: | Sherwin Chegini |


| REASON FOR CHANGE: |
| :--- |
| RFI |

## SCOPE OF WORK:

Provide labor, material, and equipment to weld cap plates at locations cut for new furring of column per RFI \#171 response

|  |  | TIME EXTENSION |  |
| :--- | ---: | ---: | ---: |
| DATE COMPLETED: |  | DAYS FOR THIS CHANGE ORDER |  |
| COST BREAKDOWN: | $\$ 2,837.00$ |  | 0 |
| TIME and MATERIALS or LUMP SUM: | 0.00 |  |  |
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| SUBCONTRACTORS COST |  |  | 2837.00 |
| :---: | :---: | :---: | :---: |
| MATERIAL COST |  |  | 0.00 |
| LABOR COSTS |  |  | 0.00 |
| MISCELLANEOUS COSTS |  |  | 0.00 |
| GENERAL CONDITIONS | DAYS @ | PER DAY |  |
|  |  | TOTAL COSTS | 2837.00 |
|  | 5\% | OVERHEAD | 141.85 |
|  |  | SUBTOTAL | 2978.85 |
|  | 1\% | BONDING \& INSURANCE | 28.37 |
|  |  | SUBTOTAL | 3007.22 |
| TOTAL FOR THIS CHANGE ORDER |  |  | 3007.22 |

I APPROVE AND AUTHORIZE THE ABOVE REFERENCED SCOPE OF WORK AND BILLING

| Sherwin Chegini | Project Manager |  |
| :---: | :---: | :---: |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |
| Greg Smith |  |  |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |

New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

SUB CONTRACTORS

| NAME | TRADE | SCOPE OF WORK | TOTAL |  |
| :---: | :---: | :---: | :---: | :---: |
| TWI | Steel | Welding | \$ | 2,837.00 |
|  |  |  |  |  |
|  |  |  | \$ | - |
|  |  |  | \$ |  |
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|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |
|  |  |  | \$ | - |

TOTAL FOR SUB CONTRACT \$ 2,837.00

MATERIALS

| UNIT | DESCRIPTION | QUANTITY | Price | TOTAL |
| :--- | :--- | :--- | :--- | :--- |
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LABOR COSTS

| NAME | TRADE | WORK DONE | HOURS | RATE | TOTAL |
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|  |  |  |  |  |  |
|  |  |  |  | $\$$ |  |

TOTAL LABC \$
MISCELLANEOUS

| ITEM | DESCRIPTION OF USE | COST |
| :---: | :---: | :---: |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  | $\$$ |
|  |  | $\$$ |
|  |  | - |
|  | Page 2 of 2 |  |
|  | EXHIBIT \#5 |  |



Description of Work:
Per received response to RFI\#171, guard rail will need to be welded in 4 locations to enable furring of the column, then welding of cap plate of all cut location, as requested by client.

| CAT | Qty. | Unit | Material Description | Unit Cost | C/C | Extension |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 1 | lot | Additional material | \$ 53.17 | 0 | \$ | 53.17 |
|  | 1 | lot | Field welding wire and consumables | \$ 100.00 | 0 | \$ | 100.00 |
|  |  |  |  |  | 0 | \$ | - |
|  |  |  |  |  | 0 | \$ | - |
|  |  |  |  |  | 0 | \$ | - |
|  |  |  |  |  | 0 | \$ | - |
|  |  |  |  |  | 0 | \$ | - |
|  |  |  |  | Subtotal Material | Cost: | \$ | 153.17 |
|  |  |  |  | Sales Tax: | 10.25\% | \$ | 15.70 |
|  |  |  |  |  | Subtotal: | \$ | 168.87 |
|  |  |  |  | Mark Up: | 15.00\% | \$ | 25.33 |
|  |  |  |  |  | Material Total: | \$ | 194.20 |


| CAT | Qty. | Unit | Labor Description | Unit Cost | C/C | Extension |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | hours | Project management / Detailing / Engineering | \$ 120.00 | 0 | \$ | - |
|  |  |  |  |  | 0 | \$ | - |
|  | 2 | hours | Fabrication (Cutting, Drilling/Fitting up, Painting) | \$ 95.00 | 0 | \$ | 190.00 |
|  |  |  |  |  | 0 | \$ | - |
|  | 14 | hours | Field installation of cap plates, cut was done by N.D | \$ 125.00 | 0 | \$ | 1,750.00 |
|  |  |  |  |  |  | \$ | - |
|  |  |  |  |  | 0 | \$ | - |
|  |  |  |  | Subtotal Labor Co |  | \$ | 1,940.00 |
|  |  |  |  | Mark Up: | 15.00\% | \$ | 291.00 |
|  |  |  |  |  | Labor To | \$ | 2,231.00 |


| CAT | Qty. | Unit | Equipment Description | Unit Cost | C/C | Extension |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 7 | hours | Welding machine | \$ 25.00 | 0 | \$ | 175.00 |
|  | 5 | hours | Scissor/Boom Lift | \$ 30.00 | 0 | \$ | 150.00 |
|  |  |  |  |  | 0 | \$ | - |
|  |  |  |  | Subtotal Equip. Co |  | \$ | 325.00 |
|  |  |  |  | Sales Tax: | 10.25\% | \$ | 33.31 |
|  |  |  |  |  | Subtotal: | \$ | 358.31 |
|  |  |  |  | Mark Up: | 15.00\% | \$ | 53.75 |
|  |  |  |  |  | Equipment Tota | \$ | 412.06 |


| CAT | Qty. | Unit | Miscellaneous Description | Unit Cost | C/C | Extension |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Hour | Small Tools \& Consumables | \$ 2.35 | 1468 | \$ | - |
|  |  | Hour | Company Truck | \$ 5.00 | 2015 | \$ | - |
|  |  | Day | Travel Expenses (Subsistence / Zone Pay) |  | 2216 | \$ | - |
|  |  | Hour | Fabrication Equipment / Machinery | \$ 3.40 | 1923 | \$ | - |
|  |  | Lot | Delivery Charge | \$ 180.00 | 2014 | \$ | - |
|  |  | Lot | Fuel Surcharge | \$ 50.00 | 2017 | \$ | - |
|  |  | Lot | Loss of Productivity | \$ | 3010 | \$ | - |
|  |  |  |  |  | 0 | \$ | - |
|  |  |  |  |  | ubtotal Cost: | \$ | - |
|  |  |  |  | Mark Up: | 15.00\% | \$ | - |
|  |  |  |  |  | Misc. Total: | \$ | - |

TWI Trussworks International, Inc.
Name \& Title: John Henin - PM

## ACCEPTED BY:

Signature and Title
New Dynasty Construction

Aliso Niguel High School - Change Orders.xlsx COR\#12R1

Total Tax included above: | 1610 | $\$$ | 49.01 |
| :---: | :--- | :--- |



EXHIBIT \#5

## RFI \#171 Lighting Fixture Type F (Stucco)

TO:
DATE INITIATED:
LOCATION:
PROJECT STAGE:

## COST IMPACT:

DRAWING NUMBER: E2.10, 20/9.4
LINKED DRAWINGS:

Steve Stearns (WLC Architects)
04/23/2021

Course of Construction
TBD

FROM:

STATUS:
DUE DATE: 04/26/2021
COST CODE:
SCHEDULE IMPACT: TBD
SPEC SECTION:
REFERENCE: RDM-JE Email 04.22.21

RECEIVED FROM: Joy Ward (New Dynasty Construction)

## COPIES TO:

Daniel Arellano (New Dynasty Construction), Sherwin Chegini (New Dynasty Construction), Brittan Reed (TELACU Construction Management), Greg Smith (TELACU Construction Management), Joy Ward (New Dynasty Construction), Bruce Williams (TYR, Inc. - Project Inspector)

## Question from Joy Ward (New Dynasty Construction) at 10:14 AM on 04/23/2021

Sheet E2.10 shows light type F to be mounted on the stucco pop out. Sheet 9.4 detail 20 shows only $1 / 2^{\prime \prime}$ densglass and stucco on the front side of these columns. There is no room to accommodate the rough in back box and branch circuit conduits on the face of these columns as shown. Columns need to be ferred out a minimum of $11 / 2^{\prime \prime}$ more to accommodate a shallow box and (2) $3 / 4^{\prime \prime}$ conduits. Please advise.

Awaiting an Official Response

## All Replies:

It is acceptable to for the columns to be furred 1-1/2" to accommodate the electrical box and (2) conduits.
Steve Stearns $\backslash$ PBK-WLC $\backslash 04.29 .2021$

> Revised Response: Provide furred Plaster at columns to accommodate conduit to light fixture per the attached sketches on sheet AS-171.01 and AS-171.02.

Steve Stearns I\PBK-WLC \I 05.14.2021





COLUMN DETAIL 1 sCale: NTS


CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Aliso Nigule High School
PROJECT: Aliso Nigul High School STEM Project
ARCHITECT: wLc

## TO:

NAME: Sherwin Chegini
COMPANY: New Dynasty Construction

FROM:
NAME: GREG SMITH
COMPANY: TELACU CONSTRUCTION MANAGEMENT

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

## DESCRIPTION OF PROPOSAL

Per District request, provide labor, material, and equipment to install "Physical Science" lettering. Lettering to be 18 " tall.

| NO. | ITEM DESCRIPTION | AMOUNT |
| :---: | :--- | :--- |
| 1 | Physical Science Lettering | $\mathbf{\pm}$ \$10,693.81 |

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:

$\square$
$\square$
$\square$LUMP SUM $\$^{10,693.81}$
$\square$ NOT TO EXCEED
\$ $\qquad$ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS. SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
IN ACCORDANCE WITH CONTRACT UNIT PRICES
TIME:
$\sqrt{ } \sqrt{ }$ NO CHANGE TIME IMPACT UKNOWN

IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT $\qquad$ DAYS.

WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS:
DAYS: THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FÖLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

Signature
Date

| CUSD - JOHN FORNEY | samer | 12/16/2021 |
| :---: | :---: | :---: |
| Construction Manager |  | 12/16/2021 |
| General Contractor | Surwin Clumin | 12/16/2021 |
| Architect of Record | Brue an | 12/16/2021 |
| Inspector of Record | BRUCE Muuams | 12/15/2021 |

## New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

| 10/29/21 | CHANGE ORDER REQUEST NUMBER: 56 |
| :--- | :--- |
| PROJECT: | Aliso Niguel High School Stem Addition |
| LOCATION: | 28000 Wolverine Way, Aliso Viejo |
| PREPARED BY: | Sherwin Chegini |


| REASON FOR CHANGE: |
| :--- |
| Design Change |
|  |

## SCOPE OF WORK:

Provide labor, material, and equipment to install "physical Science" lettering per district request. Lettering to be 18" tall.

|  |  | TIME EXTENSION |  |
| :--- | ---: | :--- | :--- |
| DATE COMPLETED: |  | DAYS FOR THIS CHANGE ORDER |  |
| COST BREAKDOWN: | $\$ r 10,088.50$ |  |  |
| TIME and MATERIALS or LUMP SUM: | 0.00 |  |  |
|  |  |  |  |
|  |  |  |  |



I APPROVE AND AUTHORIZE THE ABOVE REFERENCED SCOPE OF WORK AND BILLING

| Sherwin Chegini | Project Manager |  |
| :---: | :---: | :---: |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |
| Greg Smith |  |  |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |

New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

SUB CONTRACTORS

| NAME | TRADE | SCOPE OF WORK | TOTAL |
| :--- | :--- | :--- | :--- |
| Braille Signs | Signage | Aluminum Lettering | $\$$ |
|  |  |  | $10,088.50$ |
|  |  |  | $\$$ |
|  |  |  | - |
|  |  |  | $\$$ |
|  |  |  | - |
|  |  |  | - |
|  |  |  | - |
|  |  |  | $\$$ |
|  |  | $\$$ | - |
|  |  | $\$$ | - |
|  |  | $\$$ | - |
|  |  |  | $\$$ |

TOTAL FOR SUB CONTRACT \$ 10,088.50

MATERIALS

| UNIT | DESCRIPTION | QUANTITY | Price | TOTAL |
| :--- | :--- | :--- | :--- | :---: |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

LABOR COSTS

| NAME | TRADE | WORK DONE | HOURS | RATE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  | $\$$ |  |

TOTAL LABC \$
MISCELLANEOUS

| ITEM | DESCRIPTION OF USE | COST |
| :---: | :---: | :---: |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  | $\$$ |
|  |  | $\$$ |
|  |  | Page 2 of 2 |
|  | EXHIBIT \#5 |  |



## << Aliso Niguel >>

CHANGE ORDER \#1R1 PER EMAIL DATED ON 10-21-2021

TO: New Dynsasty Construction
ATTN: Joy Ward
FROM: RUTH CORUM
EMAIL: Jward@new-dc.com
THIS CHANGE ORDER IS BASED ON THE EMAIL DATED ON 10-21-2021 REQUEST.

| DESCRIPTION | QTY | UNIT PRICE | TOTAL |
| :--- | :---: | :---: | :---: |
| PHYSICAL SCIENCE' Fabricated Aluminum Letters 18 "(H) $\times 1.5$ "(D) | 15 | $\$ 359.00$ | $\$ 5,385.00$ |
| Machine rental |  |  | $\$ 2,150.00$ |
| Installation |  |  | $\$ 1,800.00$ |
| SALES TAX |  |  | $\$ 753.50$ |
| 1ST REVISED TOTAL |  |  |  |




CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Aliso Nigul High School
PROJECT: Aliso Nigul High School STEM Project
ARCHITECT: wLc

## WORK ORDER

SUBJECT: Additional Sheet Metal Flashing
DATE: 1210102021

## TO:

NAME: Sherwin Chegini
COMPANY: New Dynasty Construction

FROM:
NAME: GREG SMITH
COMPANY: TELACU CONSTRUCTION MANAGEMENT

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

## DESCRIPTION OF PROPOSAL

Per RFI \#192 and \#195, provide all labor, equipment, and materials to install new sheet metal flashing for waterproofing of building.

| NO. | ITEM DESCRIPTION | AMOUNT |
| :---: | :--- | :--- |
| 1 | Additional Sheet Metal Flashing | $\$ 11,290.92$ |

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:

$\square$
$\square$
$\square$LUMP SUM $\$^{11,290.92}$
$\square$ NOT TO EXCEED
\$ $\qquad$ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS. SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.

IN ACCORDANCE WITH CONTRACT UNIT PRICES
TIME:
$\sqrt{ } \sqrt{ }$ NO CHANGE TIME IMPACT UKNOWN

IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT $\qquad$ DAYS.

WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS:
DAYS: THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FÖLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

| Signature |  | Date |
| :---: | :---: | :---: |
| CUSD - JOHN FORNEY | Sakso | 12/16/2021 |
| Construction Manager | Grg mitu | 12/16/2021 |
| General Contractor | Surniu Cugin | 12/16/2021 |
| Architect of Record | Brue on | 12/16/2021 |
| Inspector of Record | Bruce Uruluans | 12/15/2021 |

## New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

| $07 / 14 / 21$ | CHANGE ORDER REQUEST NUMBER: |
| :--- | :--- |
| PROJECT: | Aliso Niguel High School Stem Addition |
| LOCATION: | 28000 Wolverine Way, Aliso Viejo |
| PREPARED BY: | Sherwin Chegini |


| REASON FOR CHANGE: |
| :--- |
| Design Change |

## SCOPE OF WORK:

provide all labor, equipment, and materials to install new sheet metal flashing per RFI \#192 and \#195 response.

|  |  | TIME EXTENSION |  |
| :--- | ---: | ---: | ---: |
| DATE COMPLETED: |  | DAYS FOR THIS CHANGE ORDER |  |
| COST BREAKDOWN: | $\$ 10,651.81$ |  | 0 |
| TIME and MATERIALS or LUMP SUM: | 0.00 |  |  |
|  |  |  |  |
|  |  |  |  |



I APPROVE AND AUTHORIZE THE ABOVE REFERENCED SCOPE OF WORK AND BILLING

| Sherwin Chegini | Project Manager |  |
| :---: | :---: | :---: |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |
| Greg Smith |  |  |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |

## New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

SUB CONTRACTORS

| NAME | TRADE | SCOPE OF WORK | TOTAL |
| :--- | :--- | :--- | :--- |
| PGC Construction | Sheet metal | Sheet metal panels | $\$$ |

TOTAL FOR SUB CONTRACT \$ 10,651.81

MATERIALS

| UNIT | DESCRIPTION | QUANTITY | Price | TOTAL |
| :--- | :--- | :--- | :--- | :---: |
|  | M |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

LABOR COSTS

| NAME | TRADE | WORK DONE | HOURS | RATE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  | $\$$ |

MISCELLANEOUS

| ITEM | DESCRIPTION OF USE | COST |
| :---: | :---: | :---: |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  | $\$$ |
|  |  | $\$$ |
|  |  | - |
|  | Page 2 of 2 |  |
|  | EXHIBIT \#5 |  |

## HOURLY LABOR COST RATES CHANGE ORDER \# 1

Sub/Contractor:

| PGC Construction inc |
| :--- |
| $6 / 25 / 2021$ |
| Aliso Niguel |
| August 302021 |


| Trade: <br> Classification: | Sheet Metal |
| :--- | :--- |
| Union : $\quad \square$ | $x$ |

Project:
A. HOURLY TAXABLE WAGE COSTS Hourly Wage Vacation \& Holiday Accrual

Hourly Taxable Wage Costs Subtotal
B. HOURLY PAYROLL TAX \& INSURANCE

| Social Security | $6.20 \%$ |
| :--- | :--- |
| Medicare | $1.45 \%$ |
| FUTA | $1.20 \%$ |
| SUI | $6.20 \%$ |
| State Disability Insurance | $1.00 \%$ |
| Workers Compensation Insurance |  |
| General Liability Insurance |  |

Hourly Payroll Tax \& Insurance Subtotal

| Journeyman |  | Foreman |  | Super |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| \$ | 50.23 | \$ | 57.76 | \$ | 60.28 |
| \$ | 30.30 | \$ | 30.30 | \$ | 30.30 |
| \$ | 80.53 | \$ | 88.06 | \$ | 90.58 |
| \$ | 3.11 | \$ | 3.58 | \$ | 3.74 |
| \$ | 0.73 | \$ | 0.84 | \$ | 0.87 |
| \$ | 0.60 | \$ | 0.69 | \$ | 0.72 |
| \$ | 3.11 | \$ | 3.58 | \$ | 3.74 |
| \$ | 0.50 | \$ | 0.58 | \$ | 0.60 |
| \$ | 8.00 | \$ | 8.00 | \$ | 8.00 |
| \$ | 6.00 | \$ | 6.00 | \$ | 6.00 |
| \$ | 22.06 | \$ | 23.27 | \$ | 23.67 |

TOTAL HOURLY LABOR COST RATE (A+B+C)
\$ 102.59
\$ 111.33
$\xlongequal{\$ \quad 114.25}$

| PTC <br> ITEM DESCRIPTION | MATERIAL |  |  | LABOR |  |  | EQUIPMENT |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | QUANTITY | UNIT COST | EXTENSION | QUANTITY | RATE | EXTENSION | QUANTITY | UNIT COST | EXTENSION |
| 24g 4" flat stock 220' | 2 | 75.00 | 150.00 |  |  | 0.00 | -1Boom- | -1100.00 | -1100.00 |
| 24g. 3"x3" angle 110' | 1.5 | 75.00 | 112.50 |  |  |  | 1 Scissor Lift | 600.00 | 600.00 |
| $24 \mathrm{~g} 1.5 " \mathrm{x} 3^{\prime \prime}$ angle 80' | 1 | 75.00 | 75.00 |  |  | 0.00 |  |  | 0.00 |
| 24 g . Angle $60^{\prime}$ | 1 | 75.00 | 75.00 |  |  | 0.00 |  |  | 0.00 |
|  |  |  | 0.00 |  |  | 0.00 |  |  | 0.00 |
| Fastener/seal | 1 | 250.00 | 250.00 |  |  | 0.00 |  |  | 0.00 |
| Journeyman |  |  | 0.00 | 64 | 102.59 | 6565.76 |  |  | 0.00 |
| Shop/Fab |  |  | 0.00 | 12 | 102.59 | 1231.08 |  |  | 0.00 |
|  |  |  | 0.00 |  |  | 0.00 |  |  | 0.00 |
|  |  |  | 0.00 |  |  | 0.00 |  |  | 0.00 |
|  |  |  | 0.00 |  |  | 0.00 |  | 0.00 | 0.00 |
| SUBTOTALS: |  |  | \$662.50 |  |  | \$7,796.84 |  |  | \$1,700.00 |


| PTC MATERIAL |  |
| :--- | :---: |
| PTC SALES TAX |  |
| PTC LABOR |  |
| PTC EQUIPMENT |  |
| PTC SUBTOTAL DIRECT COSTS |  |
| PTC FEE ON DIRECT COSTS | $\square$ |
| SUBTOTAL PTC COST |  |


| \$662.50 |  |
| :---: | :---: |
| \$59.63 |  |
| \$7,796.84 |  |
| \$1,700.00 |  |
| \$10,218.97 |  |
| \$1,532.84 |  |
|  | 10,651.81 |
|  | \$11,751.84 |

## RFI \#192: RFI \#192 Stair \#2 \& \#3 Flashing

$\left.\begin{array}{llll}\text { Status } & \text { Open } & & \\ \text { To } & \text { Steve Stearns (WLC Architects) } & \text { From } & \begin{array}{l}\text { Joy Ward (New Dynasty Construction) } \\ \text { 3002 Dow Ave., Ste. 218 }\end{array} \\ \text { Tustin, California 92780 }\end{array}\right]$

## Activity

Question

## Question from Joy Ward New Dynasty Construction on Friday, May 28, 2021 at 03:02 PM PDT

Please provide flashing detail for attachment of stringer to plaster finish at Stairs \#2 and \#3 (see attached).

## Attachments

RFI \#192 Stair \#2 \& \#3 Flashing.pdf

Awaiting an Official Response

Refer to the attached sketch AS-192.01 for Flashing at Stair Channel.
Steve Stearns II PBK-WLC II 06.01.2021

## RFI \#195: RFI \#195 Plaster Finish @Slip Track Bottom of Deck

| Status | Closed on 06/04/21 |  |  |
| :--- | :--- | :--- | :--- |
| To Steve Stearns (WLC Architects) From | Joy Ward (New Dynasty Construction) <br> 3002 Dow Ave., Ste. 218 <br> Tustin, California 92780 |  |  |
| Date Initiated | Jun 3, 2021 | Due Date | Jun 6, 2021 |
| Location |  | Project Stage | Course of Construction |

## Activity

## Question

Question from Joy Ward New Dynasty Construction on Wednesday, Jun 2, 2021 at 04:07 PM PDT
On the 1 F and 2 F , slip track was installed at top of the exterior walls as they meet the corrugated metal deck. The Dens glass sheathing has been castle cut to close off the voids as the wall meets the deck in a perpendicular orientation. There is no backing or means of attachment above the slip track for a casing bead in the castle cut area. Please confirm plaster J-mold termination is to be installed $5 / 8^{\prime \prime}$ from bottom deck and attached to framing studs only to accommodate the deflection at all locations similar (see attached). Typically a flat stock sheet metal closure is installed to cover the dens glass above the plaster casing bead in the castle cut area. Please advise.

## Attachments

RFI \#195 Plaster @Castle Cut Decking.pdf

## Official Response

Response from Steve Stearns WLC Architects on Thursday, Jun 3, 2021 at 04:00 PM PDT
The proposed flat stock sheet metal closure installed over the dens glass above the plaster casing bead is an acceptable solution.

Attachments
RFI \#195 Plaster Finish @Slip Track Bottom of Deck - PBK-WLC Response 060321.pdf

## All Replies

Response from Steve Stearns WLC Architects on Thursday, Jun 3, 2021 at 04:00 PM PDT
The proposed flat stock sheet metal closure installed over the dens glass above the plaster casing bead is an acceptable solution.

## Attachments

RFI \#195 Plaster Finish @Slip Track Bottom of Deck - PBK-WLC Response 060321.pdf

## RFI \#195: RFI \#195 Plaster Finish @Slip Track Bottom of Deck

| Status | Open |  |  |
| :---: | :---: | :---: | :---: |
| To | Steve Stearns (WLC Architects) | From | Joy Ward (New Dynasty Construction) <br> 3002 Dow Ave., Ste. 218 <br> Tustin, California 92780 |
| Date Initiated | Jun 3, 2021 | Due Date | Jun 6, 2021 |
| Location |  | Project Stage | Course of Construction |
| Cost Impact | TBD | Schedule Impact | TBD |
| Spec Section |  | Cost Code |  |
| Drawing Number |  | Reference | Onyx RFI \#c2023-06 |
| Linked Drawings |  |  |  |
| Received From | Joy Ward (New Dynasty Construction) |  |  |
| Copies To | Daniel Arellano (New Dynasty Construc Management), Greg Smith (TELACU C Inc. - Project Inspector) | n Chegini (New Dyn anagement), Joy | y Construction), Brittan Reed (TELACU Construction (New Dynasty Construction), Bruce Williams (TYR, |

## Activity

Question
Question from Joy Ward New Dynasty Construction on Wednesday, Jun 2, 2021 at 04:07 PM PDT
On the 1 F and 2 F , slip track was installed at top of the exterior walls as they meet the corrugated metal deck. The Dens glass sheathing has been castle cut to close off the voids as the wall meets the deck in a perpendicular orientation. There is no backing or means of attachment above the slip track for a casing bead in the castle cut area. Please confirm plaster J-mold termination is to be installed $5 / 8^{\prime \prime}$ from bottom deck and attached to framing studs only to accommodate the deflection at all locations similar (see attached). Typically a flat stock sheet metal closure is installed to cover the dens glass above the plaster casing bead in the castle cut area. Please advise.

## Attachments

RFI \#195 Plaster @Castle Cut Decking.pdf

## Awaiting an Official Response

The proposed flat stock sheet metal closure installed over the dens glass above the plaster casing bead is an acceptable solution.

Steve Stearns <br> PBK-WLC <br> 06.03.2021

## 5/8" deflection



## Plaster J-mold termination attached to studs only

CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Aliso Niguel High School
PROJECT: Aliso Niguel High School STEM Project
ARCHITECT: wLc
CAPISTRANO

## WORK ORDER

SUBJECT: Sink Shrouds at ADA Lab Tables
DATE: 12/10/2021

## TO:

NAME: Sherwin Chegini
COMPANY: New Dynasty Construction

FROM:
NAME: GREG SMITH
COMPANY: TELACU CONSTRUCTION MANAGEMENT

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

## DESCRIPTION OF PROPOSAL

Per RFI \#242, provide labor, material, and equipment to install sink shroud at ADA Student laboratory tables (4).

| NO. | ITEM DESCRIPTION | AMOUNT |
| :---: | :--- | :--- |
| 1 | Sink Shrouds at ADA Lab Tables | $\$ 3,395.18$ |

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:

$\square$
$\square$
$\square$LUMP SUM \$3,395.18
$\square$ NOT TO EXCEED
$\$$ $\qquad$ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS. SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.

IN ACCORDANCE WITH CONTRACT UNIT PRICES
TIME:
$\sqrt{ } \sqrt{ }$ NO CHANGE TIME IMPACT UKNOWN

IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT $\qquad$ DAYS.

WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS:
DAYS: THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FÖLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

| Signature |  | Date |
| :---: | :---: | :---: |
| CUSD - JOHN FORNEY | $\sqrt{\text { noastaname } y, ~}$ | 12/16/2021 |
| Construction Manager | Grey smith | 12/16/2021 |
| General Contractor | Sherwin Clugini | 12/16/2021 |
| Architect of Record | Brace On | 12/16/2021 |
| Inspector of Record | BRUCE Wruluans | 12/15/2021 |

## New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

| $12 / 10 / 21$ | CHANGE ORDER REQUEST NUMBER: 65 |
| :--- | :--- |
| 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:

Provide labor, material, and equipment to install sink shroud at ADA Student laboratory tables (4) per response to RFI \#242

|  |  | TIME EXTENSION |  |
| :--- | ---: | ---: | ---: |
| DATE COMPLETED: |  | DAYS FOR THIS CHANGE ORDER |  |
| COST BREAKDOWN: | $\$ r 3,203.00$ |  |  |
| TIME and MATERIALS or LUMP SUM: | 0.00 |  |  |
|  |  |  |  |



I APPROVE AND AUTHORIZE THE ABOVE REFERENCED SCOPE OF WORK AND BILLING

| Sherwin Chegini | Project Manager |  |
| :---: | :---: | :---: |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |
| Greg Smith |  |  |
| NAME (PLEASE PRINT) | SIGNATURE | TITLE |

New Dynasty Construction Co. CHANGE ORDER REQUEST (COR)

SUB CONTRACTORS

| NAME | TRADE | SCOPE OF WORK | TOTAL |
| :--- | :---: | :--- | :---: |
| Cima West | Casework | Sink Shrouds ADA | $\$$ |
|  |  |  | $3,203.00$ |
|  |  |  | $\$$ |
|  |  |  | - |
|  |  |  | $\$$ |
|  |  |  | - |
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|  |  |  | - |
|  |  |  | $\$$ |
|  |  | $\$$ | - |
|  |  | $\$$ | - |
|  |  | $\$$ | - |
|  |  |  | $\$$ |

TOTAL FOR SUB CONTRACT \$ 3,203.00

MATERIALS

| UNIT | DESCRIPTION | QUANTITY | Price | TOTAL |
| :--- | :--- | :--- | :--- | :---: |
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|  |  |  |  |  |

LABOR COSTS

| NAME | TRADE | WORK DONE | HOURS | RATE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  |  |  |  | $\$$ |  |

TOTAL LABC \$
MISCELLANEOUS

| ITEM | DESCRIPTION OF USE | COST |
| :---: | :---: | :---: |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  | $\$$ |
|  |  | $\$$ |
|  |  | - |
|  | Page 2 of 2 |  |
|  | EXHIBIT \#5 |  |

## Cima West

4961 Santa Anita Avenue, Unit "K", Temple City, CA 91780
(626) 522-0800

CSLB 1046943, DIR \#1000062389
estimating@activos.us

## CHANGE ORDER REOUEST \#5

## (19BH-032)

Date: November 2, 2021
Sherwin Chegini - sherwin@new-dc.com
NEW DYNASTY CONSTRUCTION
3002 Dow Avenue, Suite 204
Tustin, CA 92780
(949) 502-6400, FAX (949) 502-6404

PROJECT NAME: Aliso Niguel High School, 28000 Wolverine Way, Aliso Viejo, CA 92656

We hereby propose to the following change order as per RFI 242.1 request, received 10/29/2021:

Scope of Work:

1. Furnish and install sink shroud at ADA student lab tables (4)

CHANGE ORDER AMOUNT:
Material:
\$629.24
Install Labor: (32 hours @ \$84.43/hour)
\$2,701.76
Shop Labor: (16 hour @ \$140.00/hour)
\$2,240.00
$\mathrm{OH}+\mathrm{P} 15 \%$ :
$\$ 835.00$


## RFI \#242: RFI \#242 Sink Shroud @ADA Student Lab Table

| Status | Closed on 10/29/21 |  |  |
| :---: | :---: | :---: | :---: |
| To | Steve Stearns (PBK-WLC) | From | Joy Ward (New Dynasty Construction) 3002 Dow Ave., Ste. 218 <br> Tustin, California 92780 |
| Date Initiated | Sep 30, 2021 | Due Date | Oct 3, 2021 |
| Location |  | Project Stage | Course of Construction |
| Cost Impact | TBD | Schedule Impact | TBD |
| Spec Section |  | Cost Code |  |
| Drawing Number |  | Reference | CIMA RFI\#9 |
| Linked Drawings |  |  |  |
| Received From | Joy Ward (New Dynasty Construction) |  |  |
| Copies To | Daniel Arellano (New Dynasty Constru Management), Greg Smith (TELACU Inc. - Project Inspector) | Chegini (New Dyn anagement), Joy | y Construction), Brittan Reed (TELACU Construction (New Dynasty Construction), Bruce Williams (TYR, |

## Activity

Question from Joy Ward New Dynasty Construction on Thursday, Sep 30, 2021 at 11:17 AM PDT
Per detail 7/A6.2, the sink shroud for the ADA student lab table will not work since plumbing is coming up from the floor. Instead, contractor is proposing to cover plumbing with finish end panels on all three (3) sides or to wrap the plumbing around. Please advise.

Attachments
RFI \#242 Sink Shrouds @ADA Student Lab Table.pdf

Official Response
Response from Greg Smith TELACU Construction Management on Friday, Oct 29, 2021 at 11:55 AM PDT
Please see attached response per design team.

## Attachments

RFI \#242.1 Sink Shroud at ADA Student Lab Table - PBK-WLC Response 102921.pdf

## All Replies

Response from Greg Smith TELACU Construction Management on Friday, Oct 29, 2021 at 11:55 AM PDT

Please see attached response per design team.

## Attachments

RFI \#242.1 Sink Shroud at ADA Student Lab Table - PBK-WLC Response 102921.pdf

Response from Joy Ward New Dynasty Construction on Thursday, Oct 28, 2021 at 09:01 AM PDT
Please see attached sketch with dimensions as requested/discussed during OAC progress meeting last Monday, 25th October.

## Attachments

RFI \#242-R1 Field Dimensions.pdf

Response from Joy Ward New Dynasty Construction on Monday, Oct 11, 2021 at 11:18 AM PDT
Please see the attached sketch for the proposed sink shroud for the student ADA lab countertops. The shroud would be secured to the cleat, which would be secured to the countertop. One side can be secured from the outside after plastic laminate so access in the future will not be blocked.

## Attachments

RFI \#242-R1 ADA Sink Shroud Details.pdf

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees<br>From: Clark Hampton, Deputy Superintendent, Business and Support Services<br>Prepared by: Steve Matteson, Energy, Safety, Environmental Manager<br>Date: January 19, 2022<br>Board Item: Professional Services Agreement for Assembly Bill 841 CalSHAPE Program Enpowered Solutions, LLC

## HISTORY

This is a subsequent item. Governor Newsom signed AB-841 on September 30, 2020, creating the School Energy Efficiency Stimulus (SEES) Program. SEES established two grant programs, with an estimated budget of $\$ 275$ million, with $\$ 200$ million dollars funding the School Reopening Ventilation and Energy Efficiency Verification and Repair (SRVEVR), and $\$ 75$ million funding the School Noncompliant Plumbing Fixture and Appliance (SNPFA) Program. This grant program is designed to provide funds to California's $\mathrm{K}-12$ public schools for assessments, repairs, and upgrades to Heating, Ventilation and Air Conditioning (HVAC) and plumbing systems.

## BACKGROUND INFORMATION

In July 2021, the Board approved an agreement with Enpowered Solutions, LLC to provide equipment and system assessment services related to AB 841. The Enpowered Team provided qualified engineering and licensed professionals to perform the HVAC assessment of all airhandling units, rooftop units and unitary and single zone equipment of the school site's HVAC system. The results and findings from the assessment were then recorded in an HVAC Assessment Report.

Now, Enpowered will support the District by providing in-house implementation services for all HVAC equipment installation and repair work dictated by AB 841. Their managers will oversee the performance for installation of HVAC components, filters, carbon dioxide monitors, and plumbing fixtures and appliances.

The Enpowered Team will oversee the development of the HVAC Verification Report confirming work has been performed by qualified personnel, including the provision of the contractor's name and license; acceptance test technician name and certification number, where applicable; testing, adjusting and balancing (TAB) technician name and certification number, where applicable; and verification that all construction work has been performed by a skilled and trained workforce and by licensed professionals.

The Enpowered Team will support the District in submitting the Final Document Package to the California Energy Commission (CEC) including all required documentation:

- The HVAC Assessment Report
- The HVAC Verification Report
- Site-specific summary detailing the use of all contingency funding
- Documentation demonstrating how the contingency funds were spent
- Final invoice and supporting documentation for any remaining expended funds up to the original grant award amount
- Additional reporting detail as required


## CURRENT CONSIDERATIONS

Approval of the Enpowered Solutions, LLC Professional Services Agreement from October 13, 2021 through December 31, 2023 in order to implement the HVAC and plumbing services outlined in AB 841.

## FINANCIAL IMPLICATIONS

Enpowered has submitted grant applications to the state on behalf of the District, totaling $\$ 1,236,317$. If the grant amount and scope is adjusted by the CEC, then Enpowered and the District shall revise the total contract value, via amendment or work order. Services will be completed for compensation equivalent to the total Ventilation and Plumbing Grant amounts received; therefore, there is no financial impact to the District.

## STAFF RECOMMENDATION

Approval of the Professional Services Agreement for AB 841 CalSHAPE Program with Enpowered Solutions, LLC.

PREPARED BY: Steve Matteson, Energy, Safety, Environmental Manager
APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into by and between the Enpowered Solutions, LLC, 32 Executive Park, Ste. 140, Irvine, California 92614, ("Contractor") and, Capistrano Unified School District, 32972 Calle Perfecto, San Juan Capistrano, CA 92675, hereinafter referred to as the "District." District and Contractor are also referred to individually as "Party," and collectively as "Parties." In consideration of the following terms and conditions, the Parties agree as follows:

## AGREEMENT

1. Term: The District hereby engages the Contractor, commencing October 13, 2021, to perform the following services through December 31, 2023, unless terminated on an earlier date as permitted by the Agreement or upon $100 \%$ completion of the project.
2. Description of Service(s): The Contractor agrees to perform and provide professional services including, but not limited to activities outlined in the proposal/attachment/scope of work, etc., that is attached to this Agreement: CalSHAPE Ventilation and Plumbing Program Implementation Services
3. Compensation: As set forth in the executed Purchase Order and/or Work Order, the District agrees to pay Contractor for the faithful performance of this Agreement compensation equivalent to the total Ventilation and Plumbing grant amounts received by the District, currently estimated to be $\$ 1,236,317.00$. If the grant amount and scope is adjusted by the CEC, then Enpowered and the District shall revise the total contract value, via amendment or work order.
(a) Fixed Fee compensation in the lump sum amount(s) agreed to in the executed Purchase Order(s) and/or Work Order(s).

Unless special arrangements are made with the Superintendent or designee, payment terms are net thirty (30) days, after invoice is received.
4. Independent Contractor: The District has not formed an agency, employment or partnership relationship with the Contractor, an independent contractor. District represents, and Contractor recognizes, that the District does not provide any benefits or rights arising under disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefits to Contractor including related employees and subcontractors. Further, Contractor agrees to provide workers' compensation insurance for related agents and employees and agrees to hold harmless and indemnify the District for any and all claims arising out of any injury, disability or death of any of said employees or agents.
5. Indemnification and Hold Harmless: Contractor agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.
6. Assignment: Neither this Agreement nor any duties or obligations herein may be assigned by the Contractor without the prior written consent of the District.
7. Communications: Contractor agrees to only communicate with District personnel, as identified by the respective Assistant Superintendent, to schedule District related meetings or visits at the District office or relevant District school sites.
8. Termination: District, at any time and for any reason, may provide written notice to the Contractor terminating the Agreement. The District shall compensate the Contractor only for the services rendered to the date of termination provided in writing to the Contractor as set forth herein. All notices shall comply with requirements set forth in Paragraph 30.
9. Merger: This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the renewing of services by Contractor for the District and contains all of the agreements, covenants and representations. Each Party to this Agreement acknowledges that no representations, inducements, promises or statements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained herein shall be binding or valid.
10. Arbitration: Any controversy or claim arising out of or relating to this Agreement or breach hereof may be settled by arbitration in accordance with applicable rules set forth by the American Arbitration Association. An arbitrator's award may be confirmed by a court with jurisdiction to enter judgment thereon.
11. Fingerprinting: Contractor warrants that its employees will be on campuses are adequately screened, including but not limited to, DOJ/FBI background clearances and fingerprinting clearances in accordance with Education Code section 45125 , to prevent the assignment of personnel who may pose a threat to the safety and welfare of District students in accordance with state and federal law. The District shall not be responsible for providing and/or funding the fingerprinting, screenings, or background clearances for the Contractor or any of its/his/her employees. If Contractor or the District learns of any criminal history information regarding anyone performing services pursuant to this Agreement, Contractor and the District shall immediately determine whether such person may continue to perform the services set forth in this Agreement.
12. Confidentiality: Contractor agrees that this Agreement is confidential and the terms of this Agreement shall not be disclosed to third parties except as required by law and as necessary to implement and enforce the Agreement. Only to the extent permitted by law, the District agrees that Contractor shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Agreement, with approval from the respective Assistant Superintendent authorizing the access, and how such data shall be utilized by the Contractor in accordance with the Agreement.
13. Modification: Any alteration, change or modification of this Agreement, in order to become effective, shall be made by written instrument and signed by each Party.
14. Counterparts: This Agreement may be signed and delivered in two or more counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any Party until all Parties have signed it. Facsimile signatures shall be deemed for all intents and purposes as binding as original signatures.
15. Applicable Law: This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, and shall be interpreted as if jointly drafted by the Parties to this Agreement.
16. Enforceability: This Agreement shall be enforceable in a competent court of law under the laws of the state of California. This Agreement may be subject to disclosure in a competent court of law for purposes of enforceability.
17. Severability: The Parties agree that should any of the provisions of this Agreement be judicially determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
18. Headings: The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.
19. Authorized Signatures: The individuals signing this Agreement warrant that they are authorized to do so, and further, that they are authorized to make the promises in this Agreement on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.
20. Conflict of Interest: The Contractor represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with the District or with the performance of the services under this Agreement. The District further represents that it shall not engage any person having such conflict of interest to perform the services set forth in this Agreement.
21. Review of the Agreement: The Parties acknowledge this Agreement is freely and voluntarily executed. They further acknowledge that the Parties, in executing this Agreement, do not rely upon any inducements, promises, or representations, expressed or implied, not reflected in this Agreement. The Parties agree to cooperate fully in the execution of any and all other documents and/or additional actions necessary and/or appropriate to give full force and effect to the terms, provisions, and intent of this Agreement. The Parties represent that they were provided with an opportunity to consult with legal counsel of their own choosing regarding this Agreement and each of its provisions. The Parties further represent that they have, as of the date of execution of this Agreement, the legal capacity to understand, agree to, and sign this Agreement.
22. Not Precedent Setting: The terms and conditions of this Agreement are unique only to this matter and shall not be used as precedent in any future matters involving the District, or any of its respective officers, employees, governing boards, insurers, reinsurers, attorneys, successors, representatives and agents.
23. Integration: The Parties to this Agreement acknowledge that they are signing this Agreement entirely upon their own volition, individual judgment, belief, and knowledge, and that they are entering into this Agreement without reliance upon any statement or representation by any other Party or any other person except as contained in this Agreement. The Parties further acknowledge that no promise, inducement or agreement which is not expressly set forth in this Agreement has been made to them; that this Agreement contains, and is, the entire integrated agreement and understanding between and among the Parties.
24. Force Majeure: In the event that performance under this Agreement is reasonably delayed or Psyspenthed by any Party as a result of circumstances beyond the reasonable control and without the
fault or negligence of said Party, none of the Parties shall incur any liability to the other Party as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties shall include, but not be limited to, acts of God or of the public enemy, school closures, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the Party's willful or negligent acts or omissions, and to the extent that they are beyond the Party's reasonable control.
25. Impact of COVID-19: The Parties shall comply with all official orders, guidelines, and practices relating to COVID-19 and the Parties acknowledge that this Agreement shall memorialize the Parties' collective efforts to ensure compliance with such orders, guidelines and practices in a manner that is consistent with applicable state and federal law. Further, the Parties shall make reasonable efforts and coordinate with each other to proactively anticipate any needed alterations to the traditional arrangements made under this Agreement to address the social distancing and other physical impacts on District school site operations.
26. Reservation of Rights: The District reserves the right to further negotiate this Agreement, including payment schedules and fees in the event the circumstances applicable under Paragraphs 24 and 25 alter or impact the services referenced in the Agreement.
27. Compliance with All Laws: The Parties agree to comply with all state and federal laws and regulations, including those governing non-discrimination and civil rights laws. Any state and federal law that takes effect during the Agreement term shall be incorporated into this Agreement to the extent applicable.
28. Attachments: Each Exhibit to this Agreement is hereby incorporated by reference in this Agreement as if such Exhibit was set out in full in the text of this Agreement.
29. No Exclusivity: Contractor acknowledges and agrees that the District has no obligation to exclusively use Contractor's services during the term of this Agreement.
30. Notice: All notices to be provided to the Parties shall be in writing. Such notices and their accompanying materials shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, and postage prepaid. The Parties may also transmit the written notice by electronic mail to the other Party. Such electronic notice shall be deemed received by the receiving Party upon the date of transmission by electronic mail. All notices shall be submitted/transmitted to the following.

| If to Contractor: |  | If to District: |  |
| :--- | :--- | :--- | :--- |
| Enpowered Solutions, LLC. <br> 32 Executive Park, Suite 140 <br> Irvine, CA 92614 | Capistrano Unified School District <br> 32972 Calle Perfecto <br> San Juan Capistrano, CA 92675 |  |  |
| Attention: | Shiva Subramanya | Attention: | Steve Matteson |
| Phone: | (949) 529-5302 | Phone: | (949) 234-9548 |
| Email: | ssubramanya@enpllc.com | Email: | srmattesonjr@caposud.org |

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Golden Plains Unified School District has authorized this Agreement to be executed

## Enpowered Solutions, LLC

## Signature

Shiva Subramanya, EVP/GM
Name and Title

Date

## Capistrano Unified School District

## Signature

John Forney, Chief Facilities Officer
Name and Title

Date

## CaISHAPE Ventilation and Plumbing PROPOSAL



October, 2021


Solutions
A VEREGY COMPANY
32 Executive Park, Suite 140
Irvine, CA 92614


We are pleased to provide this proposal for CalSHAPE Ventilation Program and Plumbing Program Professional Consulting and Construction Services. The grant estimate provided in this proposal has been based on information provided by the district and may differ from the actual grant amount determined after we conduct out site surveys of your schools.

We look forward to bringing you our best-in-class services informed by the $10+$ other districts we are currently serving, and the $+\$ 12 \mathrm{M}$ in grant funds already submitted, through the AB841 CalSHAPE Ventilation Program.

## Educational HVAC Experience and Types of Services Offered

Enpowered Solutions, LLC is an award winning, nationwide, Energy Services Company that is part of the Veregy family of companies. Enpowered Solutions (Enpowered) is a leading energy, engineering, and commissioning company founded by seasoned industry executives. Enpowered is committed to delivering superior value to their K-12 customers by delivering HVAC energy auditing and energy engineering services through a consultative process and model. For over 20 years, the company's leadership have successfully developed, commissioned, and implemented HVAC energy efficiency, renewable and power generation projects throughout California. Enpowered has served over 60 K-12 Districts in several capacities, from Proposition 39 HVAC energy engineering consulting services to public bidding and construction implementation support as an Owner's Representative, resulting in over $\$ 60$ million in approved grant funding for Districts.

Enpowered will utilize our trusted and highly experienced K-12 HVAC and plumbing subcontractors and will consider working with District approved contractors if those contractors meet the CalSHAPE Ventilation and Plumbing Program requirements.

Enpowered is a leader in the State of California for energy services and contracting and have performed 1,000 's of HVAC audits for K-12, public, and government facilities similar to the District's schools and facilities. We have addressed the HVAC needs of CA districts since 2013 and are actively working together on LEA CaISHAPE Ventilation programs throughout California. As a result of already submitting $+\mathbf{\$ 1 2 M}$ in CalSHAPE grant applications, we understand that every customer requires a unique approach, and to that end we tailor our approaches to meet each customer's needs and budget constraints.

We focus on excellence and personalized service. Enpowered Team's knowledgeable, responsive, and team of HVAC, air quality, electrical, solar, plumbing and controls specialists are committed to providing you with reliable service throughout the duration of the project and after its completion. We focus on excellence and personalized service to provide the highest quality professional design and installation on heating, ventilation, and air conditioning systems.

## Approach To Managing This Work.

The California Schools Healthy Air, Plumbing, and Efficiency Program (CaISHAPE), authorized by Assembly Bill (AB) 841 costs of two grant programs, Focuses on improving indoor air quality and energy efficiency to aid in school re-openings.

The workflow below expresses our proven phased approach, as refined through the work with over ten other Districts, to the AB841 program process:

| Pase 1: Pre-Application |  |  |  |
| :---: | :---: | :---: | :---: |
| Step 1: Kickoff Strategy Meeting | Step 2: HVAC Equipment Data Collection | Step 3: Development of Cost | Step 4: AB841 Application Submission |
| Phase 2: Assessment and Equipment Repair $\mathbb{C}$ Installation |  |  |  |
| Step 1: HVAC Assessment and Report Development | Step 2: Equipment Procurement, Installation and Repair |  | Step 3: HVAC Verification Report and Project Completion Reporting |

## Phase 1 | Pre-Application

Step 1: Kickoff Meeting. The Enpowered Team will meet with the District to understand the current status of the HVAC inventory and retrofit plans related to HVAC optimization and site modernization and outline which qualified items can be funded through AB841. All sites will be eligible for Round 2 funding and beyond.

Step 2: HVAC and Plumbing Equipment Data Collection. The Enpowered Team will collect information required for the submission of the AB841 Application and Cost Estimate. We will work with your Facilities Maintenance \& Operations staff to compile the data and information required. We will provide onsite field verification services of existing system equipment for the collection of required data and information as needed.

Step 3: Development of Cost Estimate. We will work with our in-house mechanical cost estimating team to develop site-specific estimates for the number and type of all HVAC systems at the site. Cost estimates include line-item costs for materials, labor, and other costs per the CEC allowable labor rates and include brief narratives explaining the use of funds for any other costs. Cost estimates shall include material and labor for all eligible work in Phase 2 for both the SNPFA and SRVEVR programs.

Step 4: AB841 Application Submission. We will compile data and information and submit all school applications, oversee online submission, tracking, and subsequent CEC reviews and approval, and will coordinate with District staff on the process for receipt of all grant funds.

Phase 2 | Assessment and Equipment Repair \& Installation
Step 1: HVAC Assessment and Report Development. The Enpowered Team will provide qualified engineering and licensed professionals to perform the HVAC Assessment of all air-handling units, rooftop units and unitary and single zone equipment of the school site's HVAC system. The results and findings from the assessment will then be recorded in an HVAC Assessment Report.

Step 2: Equipment Procurement, Installation and Repair. We will support the District by providing inhouse and turnkey implementation services for all HVAC equipment installation and repair work dictated by AB841. Our project managers will oversee the performance for installation of HVAC components, filters, CO2 monitors, and plumbing fixtures and appliances.

Step 3a: HVAC Verification Report and Project Completion Reporting. The Enpowered Team will oversee the development of the HVAC Verification Report confirming work has been performed by qualified personnel, including the provision of the contractor's name and license; acceptance test technician name and certification number, where applicable; TAB technician name and certification number, where applicable; and verification that all construction work has been performed by a skilled and trained workforce and by licensed professionals.

The Enpowered Team will support the District in submitting the Final Document Package to the CEC including all required documentation:

- The HVAC Assessment Report
- The HVAC Verification Report
- Site-specific summary detailing the use of all contingency funding
- Documentation demonstrating how the contingency funds were spent
- Final invoice and supporting documentation for any remaining expended funds up to the original grant award amount
- Additional reporting detail as required


## Grant Estimate

The grant estimate provided in this proposal has been based on information gathered during the audit of District schools. This data is assumed to be correct for the purposes of generating the grant estimate. Enpowered engineers and cost estimators made the following assumptions based on our findings.

- All implementation/construction/installations will be provided by Enpowered and their subcontractors
- The chiller serves 12 zones, with each air handler estimated at 4RT each
- Bard units are estimated at 4RT each
- All units stated as 2-6RT are assumed to be 4Rt average tons
- Enpowered will provide controls engineering for the set-up of the CO2 monitoring systems
- Per District staff, we assume at all RTUs have economizers and that $50 \%$ of those economizers are not working
- All work is performed during regular daytime hours

Based on information provided though our audit and by District staff, including the assumptions provided above, our engineers and cost estimators estimate the following grant amount for your district.

The Total Grant Amount, Material Costs, and Estimated Project Administration and Implementation Costs may differ from the actual grant amount approved by the CEC.


## Commercial Terms

Enpowered will begin work following the execution of a Professional Services Agreement and Work Authorization(s) between Enpowered and the District.

The total contract value shall be equivalent to the total grant amount. If the grant amount and scope is adjusted by the CEC then Enpowered and the District shall revise the total contract value.

Enpowered Solutions is proud of the exemplary service projects we have implemented for our California K-12 clients and look forward to providing you the same extraordinary service.


Sr Vice President

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees<br>From: Clark Hampton, Deputy Superintendent, Business and Support Services Ryan Burris, Chief Communications and Public Engagement Officer<br>Date: January 19, 2022<br>Board Item: Professional Services Master Agreement to Conduct Opinion Research for Potential Bond Measures - True North Research

## HISTORY

This is a subsequent item. Since early 2016, the District has been seeking funds to address facilities needs throughout the District. As a part of the process for considering placing a measure on the ballot, public opinion surveys have been used by the District to evaluate voter interest in supporting a local bond measures.

## BACKGROUND INFORMATION

At the December 15, 2021 Board meeting, the Board adopted Resolution No. 2122-23 to resource the investigation a potential future bond measure for Dana Hills High School seismic safety and Resolution No. 2122-24 to resource the investigation a potential future bond measure in the City of Aliso Viejo to include community engagement and public opinion research.

## CURRENT CONSIDERATIONS

The District is interested in surveying for two potential bond measures within two separate School Facility Improvement Districts (SFID) - one for schools in Aliso Viejo, and one for Dana Hills High School to retrofit and/or replace buildings for seismic safety. The objective of the surveys is to produce an unbiased, statistically reliable evaluation of voters' interest in supporting a local bond measure, as well as identify how best to align the measure with community priorities and position it for voter approval. True North Research opinion research options will include all tasks associated with designing, conducting, and analyzing the two surveys, as well as presenting the results. The term of this agreement is January 19, 2022 through June 30, 2022.

## FINANCIAL IMPLICATIONS

Expenditures using this agreement are not to exceed $\$ 49,440$ funded by the general fund.

## STAFF RECOMMENDATION

District staff recommends the Board of Trustees approve the Professional Services Master Agreement to Conduct Opinion Research for Potential Bond Measures - True North Research.

PREPARED BY: Clark Hampton, Deputy Superintendent, Business and Support Services PREPARED BY: Ryan Burris, Chief Communications and Public Engagement Officer

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Page 1 of 1
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## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 20, 2022 ("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".

## TRUE NORTH RESEARCH, 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 $\S 35160$, Government Code $\S \S 4526$ 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 $\mathbf{\$ 4 9 , 4 4 0 . 0 0}$ in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for January 19, 2022 to June 30, 2022, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.
[ X ] General Conditions [ ] Special Conditions [X ] Required Documents and Certifications [ X ] Purchase Order(s)
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

## Capistrano Unified School District

By:
Name: Lynh N. Rust
Title: Executive Director, Contracts \& Purchasing Board Approval Date : January 19, 2022

## Contractor

Signature:
Name:
Title:
Address:

Email Address:

| Timothy McLarney, Ph.D. |
| :--- |
| President |
| 1592 N. Coast Highway 101 |
| Encinitas, Ca. 92024 |
| mclarney@tn-research.com |

## GENERAL CONDITIONS

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

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable
suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.
8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars $(\$ 1,000,000)$ per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other 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. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and viceversa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

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

| $\checkmark$ Professional License to Practice |
| :---: |
| Certificates of Insurance <br> 1. Commercial General Liability Insurance - Additional Insured Endorsement Option 1: form CG 20101185 <br> or <br> Option 2: Choose either Form CG 20100704 or Form CG 20330704 <br> Either form must be accompanied by Form CG 20370704 <br> OR <br> Errors \& Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District. <br> $\checkmark$ 2. Business Auto Liability Insurance <br> $\checkmark$ 3. Workers' Compensation and Employers Liability Insurance <br> Refer to Articles 9 \& 10 |
| $\checkmark$ Certification by Consultant Criminal Records Check |
| $\checkmark$ W-9 |

## EXHIBIT A

## RESEARCH PROPOSAL

True North Research, Inc. (True North) is pleased to be Capistrano Unified School District's (District) research partner for the forthcoming bond feasibility surveys. Our recent conversations and our past work with the District have been quite helpful to our understanding of the District's objectives and needs with respect to the proposed research, and we have crafted this summary description of the proposed work scope and associated costs accordingly. However, if we missed an important detail-or if other issues have arisen that should be factored into the study-please feel free to contact us ( 760.632 .9900 ) and we'll be happy to revise this estimate.

Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research and sound, strategic advice. The overriding objective of the surveys is thus to produce an unbiased, statistically reliable evaluation of voters' interest in supporting a local bond measure, as well as identify how best to align the measure with community priorities and position it for voter approval. We understand that the District is interested in surveying two potential bond measures within separate SFID's-one for schools servicing Aliso Viejo, and one for Dana Hills High School to retrofit and/or replace buildings for seismic safety.

The scope of services that we propose to perform for the District includes all tasks associated with designing, conducting and analyzing the two surveys, as well as presenting the results. Briefly, the scope of services for each survey includes:

- Meet with the District to thoroughly discuss the research objectives and methodology for the study, as well as discuss potential challenges, concerns, and issues that may surround the study.
- Develop a stratified and clustered sample of voters who-based on their voting history and registration status-are likely to participate in the election of interest (November 2022) on the natural or through targeted outreach efforts.
- Develop a draft questionnaire for the District's review and make revisions as needed until all parties approve of the instrument.
- Pre-test the survey instrument to ensure its integrity.
- CATI (Computer Assisted Telephone Interviewing) program the finalized survey instrument to ensure accurate and reliable data collection when using live telephone interviewers.
- Web program the same survey instrument to allow respondents the flexibility to participate online at a secure, password-protected survey site or by telephone.
- Recruit voters to participate in the survey using a combination of email invitations, text invitations, and telephone calls.
- Collect at least 400 quality interviews according to the sampling plan and a strict interviewing protocol. Interviewers will be professional, high quality interviewers. It is expected that the average interview will last approximately 16 minutes.
- Process the data, which includes conducting validity checks, cleaning, recoding, coding open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'.
- Prepare an initial topline summary which presents the overall findings of the survey.
- Prepare a thorough report on the findings, including a detailed question-by-question analysis, description of the methodology, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of crosstabulations showing how the answers varied by subgroups of voters. The report will include extensive full-color graphics displaying the findings, as well as insightful narrative discussion of the results and their implications.
- Prepare an electronic copy of the final report to allow the District to reproduce the report as needed.
- Prepare a PowerPoint presentation of the results and present the results to the District.
. Be available to assist and provide advice to the District after the survey is complete.
True North's fixed-fee cost estimate to design and conduct both surveys (2) as described in this proposal is $\$ 49,440$. If the District chooses to conduct one (1) survey, the cost will be $\$ 25,500$. These costs are inclusive of all tasks, travel, and deliverables.

True North will work with the Capistrano Unified School District to establish a project schedule that meets the District's needs. Below is a proposed time line for the study that shows the typical stages of a bond survey project, the number of days that we recommend devoting to each stage, as well as the key research tasks that are completed in each stage. We have the flexibility and resources to adjust this time line if the District desires.

Figure 1 Proposed Time Line


ABOUT TRUE NORTH For the past 20 years, True North has specialized in providing school districts and other public agencies with statistically reliable research and insightful strategic advice. To date, our team has designed and conducted over 1,200 survey research studies for public agencies in California, including more than 400 revenue measure feasibility studies that captured the pieces of information needed for estimating the feasibility of a measure and-if feasible-identifying how best to package the measure for success. In total, the research that True North has conducted has led to over $\$ 33$ billion in successful local revenue measures.

Timothy McLarney, Ph.D. will serve as the Project Manager for the proposed survey. He will be the District's day-to-day contact for all matters related to the study and will lead all design, analysis, reporting, and presentation tasks. Approximately $75 \%$ of the research tasks will be performed directly by Dr. McLarney.

Dr. McLarney has more than 25 years of experience in research methodology, statistics, voter opinion analysis, and providing data-driven strategic advice to public agencies. During his career, Dr. McLarney has occupied a lead role in over 1,200 research studies, including more than 400 revenue measure feasibility surveys.

Dr. McLarney is a nationally recognized expert in survey research methodology, sampling theory, weighting, and the use of statistical methods to generalize survey results. His research has been published in academic journals and has earned him honors including the title of Visiting Scholar at the Institute of Governmental Studies at UC Berkeley. He has also served as an independent expert witness in survey research methodology for California legal cases.

Prior to co-founding True North Research in 2002, Dr. McLarney was the Director of Research at another west coast research firm. Dr. McLarney earned his Ph.D. and M.A. in Government from Cornell University with an emphasis in survey methodology, sampling theory and voter opinion, as well as a Bachelor's degree in Politics from the University of California, Santa Cruz.

## LETTER OF A GREEMENT

This proposal and the standard business terms (see below) will serve as a letter of agreement between True North Research and the Capistrano Unified School District for the services described previously. In fulfillment of this agreement, True North will perform the services described in the Scope of Work on page 1. True North will invoice the full amount of the contract upon delivery of the report, with full payment due within 30 days of receiving the invoice.

Sincerely,


Timothy McLarney, Ph.D.
President
True North Research
1592 N Coast Highway 101
Encinitas CA 92024

Agreed to and accepted by:

Kirsten Vital Brulte Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Contracts and agreements between True North Research and its clients include the following general terms and conditions unless otherwise specified in a contract or agreement.

Flat Fees Unless otherwise specified, True North Research charges a flat fee for all or a portion of its services to a client in lieu of hourly charges.

Notices

Confidentiality

Acting as Agent

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be documented in writing.

True North Research acknowledges that during the engagement it will have access to and possibly become acquainted with trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the Client in connection with the operation of its business including, business and product processes, methods, customer lists, accounts, and procedures. True North Research agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the client, or without written consent from the client.

In compliance with California sales tax regulation, True North Research is designated as an Agent for the acquisition of tangible personal property and services as they apply to its clients' marketing activities.

| Merger | The merger or consolidation of the client into or with any other entity <br> shall not terminate or otherwise modify this Agreement. |
| :--- | :--- |
| Ownership of Materials | In producing finished products, it is expressly understood that owner- <br> ship of all materials purchased by True North Research to complete the <br> materials to be produced passes to its clients at the time of purchase <br> and prior to any use by True North Research. |
| Independent Contractor |  | | This Agreement shall not render True North Research an employee, part- |
| :--- |
| ner, agent of, or joint venturer for the client for federal, state or local tax |
| purposes, or for any other purpose. |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

| To: | Board of Trustees |
| :--- | :--- |
| From: | Gregory Merwin, Associate Superintendent, Education and Support Services <br> Prepared by: <br> Clint Collins, Interim Assistant Superintendent, SELPA, Special Education <br> Services |
| Date: | January 19, 2022 |

Board Item: Extended School Year Proposal for 2022

## HISTORY

This is an annual item.

## BACKGROUND INFORMATION

Extended School Year (ESY) is offered yearly for individuals with exceptional needs as required by their Individual Educational Program (IEP). A student is eligible for ESY if it is determined by the IEP Team that interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible or unlikely the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her disability. Local Education Agencies are required to provide a minimum of twenty (20) days as per the IDEA and California Code of Regulations $\S 3043$, Title 5.

## CURRENT CONSIDERATIONS

For 2022, staff is recommending a 20-day program from June 13, 2022, through July 14, 2022, for ESY students. This will be a five-week program with ESY being offered four days per week (Monday - Thursday) during the five-week period, with the exception of the week of July 5, 2022 - July 8, 2022, where ESY will be Tuesday through Friday due to the July 4, 2022, holiday. Staff consulted with CUEA and CSEA when developing this calendar.

## FINANCIAL IMPLICATIONS

The total estimated cost of the special education ESY program is approximately $\$ 1,600,000$ funded by special education funds.

## STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Extended School Year calendar for 2022.
PREPARED BY: Clint Collins, Interim Assistant Superintendent, SELPA, Special Education Services

APPROVED BY: Gregory Merwin, Associate Superintendent, Education and Support Services

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

| To: | Board of Trustees |
| :--- | :--- |
| From: | Gregory Merwin, Associate Superintendent, Education and Support Services <br> Prepared by: <br> Cary Johnson, Assistant Superintendent, Curriculum and Instruction, Education <br> and Support Services |
| Date: | January 19, 2022 |
| Board Item: | Agreement for the Operation of an After School Enrichment, Activities, and <br> Camps Program with the South Orange County Community College District |

## HISTORY

This is a regular item, previously approved purchase order. Though the District has had facilities agreements in place for several years, it is currently being brought forward as a separate consent item for the first time. The South Orange County Community College District (SOCCCD) has operated before and after school, and summer enrichment activities for students enrolled in grades kindergarten through 12. The District has had agreements with Saddleback since 2013.

## BACKGROUND INFORMATION

Per Education Code $\S 8485$ the District is authorized to establish a program of affordably priced supervision of children before and after school. Per Education Code § 8486, the District is authorized to subcontract with qualified private or nonprofit agencies for before and after school and summer child supervision program; and pursuant to Government Code § 53060, the District is authorized to contract for special services and advice from individuals specially trained and experienced and competent to perform such services. Based on these statutes, the District has selected SOCCCD to provide these services.

## CURRENT CONSIDERATIONS

The District has an established and effective relationship with SOCCCD to provide before and after school and summer enrichment programs. This program provides an array of high-quality classes and activities for all ages, promoting life-long learning and personal success.

## FINANCIAL IMPLICATIONS

There is no financial impact.

## STAFF RECOMMENDATION

Approval of Agreement for the Operation of an After School Enrichment, Activities, and Camps Program with the South Orange County Community College District.

PREPARED BY: Cary Johnson, Assistant Superintendent, Curriculum and Instruction, Education and Support Services

APPROVED BY: Gregory Merwin, Associate Superintendent, Education and Support Services

# AGREEMENT FOR THE OPERATIONS OF BEFORE AND AFTER SCHOOL AND SUMMER ENRICHMENT, ACTIVITIES, AND CAMPS PROGRAM BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 

This Agreement for the Operations of Before and After School and Summer Enrichment, Activities, and Camps Program (Agreement) is made and entered into this $1^{\text {st }}$ day of July 2021, by and between the Capistrano Unified School District (CUSD and/or District) and South Orange County Community College District (Vendor) on behalf of Saddleback College Community Education, as follows:

WHEREAS, CUSD is a California school district with a significant number of schools, and is authorized pursuant to Education Code $\S 8485$ to establish a program of affordably priced supervision of children before and after school; and

WHEREAS, pursuant to Education Code $\S 8486$, CUSD is authorized to subcontract with qualified private or nonprofit agencies for before and after school and summer child supervision program; and

WHEREAS, pursuant to Government Code $\S 53060$, CUSD is authorized to contract for special services and advice from individuals specially trained and experienced and competent to perform such services; and

WHEREAS, Vendor provides services and materials in connection with a before and after school program and summer program, and has the necessary skills, equipment and experience to provide such service for CUSD;

Now therefore, the parties agree as follows:

## 1. OPERATION AND SERVICE

a. Independent Contractor. The status of a VENDOR under this Agreement shall be that of an independent contract. VENDOR warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or the understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, CUSD shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee or to seek such other remedies as legally may be available.
b. Operation Schedule. The Before and After School and Summer Enrichment, Activities, and Camps Program (PROGRAM) to be operated by VENDOR will be available for K-12 and qualifying special education students and may be available to such children before and after school is dismissed on any day that regular classes
are held by CUSD at the school campuses, winter recess, spring recess, summer recess, and pupil-free days except for holidays designated in this article. This includes the regular school year schedule, the year-round school schedules, and summer school schedule. The PROGRAM may not operate on those days during the year when CUSD is closed for observance of holidays, as designated in the School Calendar. The School Calendar will be provided to VENDOR annually. Hours and dates of program subject to CUSD approval.
c. Program Administration. Vendor shall administer the PROGRAM in accordance with provisions of this contract and all District, State and Federal laws, rules, and regulations dealing with child care or the use of CUSD's school property. VENDOR shall within 48 hours inform and provide CUSD with a copy of the site visits, reviews or reports or findings of any State or Federal regulatory agency involving any PROGRAM operated by VENDOR under this agreement. In the event that any deficiencies noted or corrections required as a result of such visits, reports, reviews, or findings, VENDOR will provide CUSD with a written plan of action which will ensure timely and appropriate correction.

CUSD shall monitor, evaluate, and provide technical and program development assistance as CUSD in its sole discretion determines appropriate to the VENDOR in the conduct of the PROGRAM provided under this agreement. CUSD shall have the right to monitor and evaluate the VENDOR premises with regard to fire code regulations, sanitation and cleanliness, and other applicable safety laws and regulations.
d. Non-Discrimination. In the performance of the terms of this agreement, VENDOR agrees that it will not engage in nor permit any employee or contractor as it may employ to engage in unlawful discrimination in employment of person because of race, religious creed, color, national origin, ancestry, age, marital status, or sex of such person. Therefore, the VENDOR agrees to comply with applicable Federal and State laws including but not limited to the California Fair Employment Practices Act as set forth in the Government Code $\S 12940$ et. Seq. and Labor Code §1735. In addition, the VENDOR agrees to require like compliance by all contractors employed to do work under this contract.
e. Entry by CUSD. CUSD shall have the right at reasonable times to enter upon VENDOR-supervised premises for the purpose of inspecting same in order to determine whether VENDOR is complying with the term of this Agreement. The right and authority hereby reserved in this paragraph does not impose, nor does CUSD assume by reason thereof, any responsibility or liability whatsoever for any acts, omissions or the negligence of VENDOR, VENDOR's members, guest, clients, agents, contractors, and employees on said premises.
f. Public Relations, Advertising, Announcement. VENDOR agrees to distribute and message at least five notices, subject to CUSD approval of the format and content of each notice, each session and summer break to parents of elementary, middle
and high school students in CUSD announcing the availability of the PROGRAM located at selected CUSD school campuses. VENDOR shall prepare and pay for these notices and any and all other advertising or public relations costs. VENDOR may erect suitable informational and directional signs or posters only after approval by CUSD of location, design, color, and construction of such signs or posters. The VENDOR agrees to be solely responsible for communication with parents regarding fee disputes, complaints regarding PROGRAM and complaints against the PROGRAM.
g. Participants. Elementary, middle school, and high school regular program and qualifying special education students shall be eligible to participate in the PROGRAM to be operated by VENDOR. VENDOR shall have the right to determine which students will be permitted to attend the PROGRAM based on reasonable rules, regulations, and age requirements as approved by CUSD.

Exclusion of students from the VENDOR PROGRAM will be permitted for nonpayment of fees, discipline, failure to meet eligibility requirements, behavior problems or lack of required immunizations.
h. Immunization. Enrollees in the VENDOR PROGRAM shall be subject to the same legal requirements regarding medical history and immunization as pupils in the public schools in the State of California.

## 2. PROGRAM AND USE FEES

a. Program Fees Charged to Participants. VENDOR shall be permitted to charge a reasonable fee to participants in the PROGRAM. No VENDOR PROGRAM fees will be charged to CUSD or collected by CUSD. The amount of the PROGRAM fee to be charged to participants shall be determined by VENDOR and shall be competitive with fees for similar services in the area, subject to review by CUSD to determine reasonableness of VENDOR's fee schedule. The fee schedule for the PROGRAM shall be the same throughout CUSD.

## b. District Use Fees Charged to VENDOR

i. CUSD will waive all fees before and after school if school site is already in use, otherwise, the VENDOR will pay CUSD for use of facilities, the fees as outlined in Exhibit A of the Agreement. Use of School Facilities, at the non-profit, youth-serving rate, the facility staff fee of $\$ 5.00$ per hour, per location, and a flat rate for custodial fee charges as indicated in Exhibit A of the Agreement.
ii. CUSD will invoice VENDOR monthly for facility usage.
iii. CUSD reserves the right to increase the minimum facility use for each summer. CUSD will limit such fee increases to $10 \%$ per summer by giving
written notice to the VENDOR, which will be effective the following summer sessions.

## 3. FACILITIES

a. Physical Location of Classroom Space. CUSD shall make space available on those campuses consistent with CUSD's educational operations for the VENDOR to operate the PROGRAM. CUSD shall have the absolute right to determine the actual classroom space on each school campus. In determining the physical location of each classroom, CUSD shall give special consideration to the location of playground and playground access, restrooms, water fountains, shaded areas, parking lots, and exterior lighting.
b. Utilities. CUSD shall provide all utilities for VENDOR's PROGRAM. Costs for these services shall be included in the facility use fee paid to CUSD by VENDOR. VENDOR shall be required to provide and pay for its own telephone service at each location.

## 4. MISCELLANEOUS TERMS AND CONDITIONS

a. Term of Agreement. The term of this Agreement shall be for a period of three (3) years from July 1, 2021 through June 30, 2024 under the same terms and conditions of the original Agreement.
b. Termination of Agreement. Either party may, by giving a 60-day written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include failure, for any reason, of either party to fulfill in a timely and proper manner its obligation under this Agreement. Either party may, by giving a 120-day notice, terminate this Agreement for any reason.
c. Compliance with the Law. VENDOR shall comply with the requirements of all municipal, State and Federal statutes, ordinances, rules, orders, regulations, and laws now in effect or which may hereafter be in effect during the term of this Agreement pertaining to any act of the VENDOR including, but not limited to the operation of the PROGRAM and the use and occupancy of CUSD facilities. VENDOR shall not commit or suffer to be committed to said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

COVID-19 Orders and Recommendations. VENDOR shall comply with the Centers of Disease Control and Prevention, State, county, and municipal statutes, ordinances, rules, orders, regulations, and laws now in effect or which may hereafter be in effect during the term of this Agreement pertaining to COVID-19.
d. Indemnity. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save, and hold harmless each other, and their respective officers,
agents, servants, employees and volunteers, of and from any and all liability, claims, demands, debts, suits, actions, and causes of action, including wrongful death and reasonable attorney's fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this agreement by such indemnifying party, or its officers, agents, servants, employees, or volunteers due to its active negligence and willful misconduct. In executing this Agreement, and the waiver and release contained in this Section, VENDOR specifically waives the provision of the California Civil Code, which provides as follows:

## A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

VENDOR, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.
e. Insurance
i. Liability Insurance. Each of the parties shall provide and shall maintain in force, during the term of this Agreement, $\$ 1,000,000$ minimum limit per occurrence with $\$ 5,000,000$ minimum general aggregate limit comprehensive general liability insurance and automobile liability insurance. The policy or policies of liability insurance shall name the other party and their respective officials, officers, agents, employees, and volunteers as additional named insured by endorsement under the terms of such policy or policies. Within ten (10) days of execution of this Agreement and at least 15 days prior to the expiration of any such policies, Each of the parties shall furnish the other party a copy of the and Certificate(s) of Insurance stating that such insurance is in full force and effect, and shall provide any additional evidence of coverage required by the the other party.
ii. Worker's Compensation and Other Employee Insurance. Each of the parties shall
provide worker's compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less $\$ 1,000,000$ per accident for bodily injury or disease. Within 10 days of execution of this Agreement, and at least 15 day prior to the expiration of any such policies, Each of the parties shall furnish the other party with a
certificate of insurance reflecting the required insurance in this Section, stating that such insurance is in full force, and shall provide any additional evidence of coverage required by the other party.
iii. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the other party.
iv. CUSD reserves the right to modify their requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances by giving a 60-day written notice specifying to the VENDOR
v. Certificate of Insurance. Certificates for all types of insurance and additional insured endorsement for the liability coverage shall be furnished to the other party within two weeks of the commencement date of this contract, such certificates indicating the name of the carrier, the policy number, and the expiration date. Renewal certificates shall be provided within 15 days of the renewal. 30 days prior to an interruption in coverage, each party is responsible for notifying the other party. Failure, however, of a party to obtain the required documents within the time frames herein shall not waive said party's obligation to provide them. Each party reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Agreement, by giving a 30-day written notice.
f. Accidents. VENDOR shall report to CUSD any serious accident or incident within three (3) hours of occurrence.
g. Claims Made. VENDOR shall report to CUSD in writing all claims made against the VENDOR in its operation of the PROGRAM in CUSD. VENDOR shall also provide copies to CUSD, within ten (10) days of their receipt by VENDOR, of any written reports indicating deficiencies or documenting a specific incident.
h. Assignment. CUSD acknowledges that VENDOR may subcontract work to a third party contractors for targeted programming. All contractors will be vetted by VENDOR. VENDOR contractors will be responsible for their own registrations.

Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by VENDOR without the prior written consent of CUSD. The consent to one assignment, sublease, transfer, alienation, pledge, or hypothecation. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.
i. Amendments to Agreement. This agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.
j. Complete and Exclusive Statement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
k. Contact Person. Each party to this Agreement shall name one individual to be the representative contact person for all matters related to this Agreement.

1. Attachments. All attachments to this Agreement are incorporated herein by this reference.

Exhibit A - 1. Use of Facilities Fee Schedule
2. General Conditions for Facility Use

CAPISTRANO UNIFIED SCHOOL DISTRICT

DATED: $\quad$ By | Lynh Rust |
| :--- |
| Lynh Rust |

Title Executive Director, Contracts \& Purchasing

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# DATED: 6/30/2021,2021 

DocuSigned by:
By Ann-Marie Gabel Ann-Marie Gabel

Title: Vice Chancellor, Business Service
SCVPIS-SUPP-3390-2021

# CAPISTRANO UNIFIED SCHOOL DISTRICT APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES CORONAVIRUS ADDENDUM 


#### Abstract

In addition to the agreed upon Terms and Conditions for the Use of School Facilities, Applicant/ Representative enters this Coronavirus Addendum and further hold harmless Agreement, incorporated into the Application and Agreement, as follows:


1. Including, but not limited to, the SARS-CoV-2 virus (the "Coronavirus"), the Applicant/Representative ( the "FACILITY USER") agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the "Guidelines"). The Guidelines to strictly follow are located at various sites, including, but not limited to:
a. https://covid19.ca.gov/
b. https://www.cdc.gov/coronavirus/2019-ncov/index.html
c. https://occovid19.ochealthinfo.com/guidelines
2. The FACILITY USER shall not hold the event and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event.
3. The FACILITY USER shall stop the event immediately and send all invitees/participants away if they are observed not to be meeting all required Guidelines.
4. The District may terminate the FACILITY USER's use of the District facility at any time if, in the sole discretion of the District, the District determines that the FACILITY USER or their invitees/participants are not in full compliance with the Guidelines. If the District terminates the FACILITY USER's use of the District facility pursuant to this paragraph, the FACILITY USER will be not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.
5. The District makes no representation regarding the condition of the facility in use.
6. Assumption of Risk. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. FACILITY USER assumes all risks, known and unknown, arising from Your use and occupancy of the District facility, including risks from the Coronavirus. FACILITY USER assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from Your use and occupancy of the District facility. ("Your" is defined herein as the FACILITY USER and each of their employees, District facility invitees, participants, volunteers, students, members, and all other related persons, agents, and entities.)

Addendum acknowledgment: Facility User acknowledges that they have read this addendum and agrees to all of its terms and fully understands its responsibility to adhere to all Coronavirus guidelines and instruction during the use of the District facility.



## CAPISTRANO UNIFIED SCHOOL DISTRICT

FACILITIES RENTAL FEE SCHEDULE
SCHOOL YEAR 2021/2022

The facility fee schedule includes rates for physical facilities only - labor rates are assessed separately

Group A
No charge to use facilities, custodial support fees apply when necessary

Group B
Direct cost to use facilities, plus custodial support as necessary

Group C
10\% discount Fair Rental
Value, plus custodial support

Group D
Fair Rental Value, plus overtime custodial support

Indoor Facilities

| Indoor Facilities | Group A | Group B | Group C | Group D |
| :---: | :---: | :---: | :---: | :---: |
| Classroom - Regular |  |  |  |  |
|  | \$0.00 | \$4.12 | \$15.74 | \$17.49 |
| Classroom - Science |  |  |  |  |
|  | \$0.00 | \$9.02 | \$22.30 | \$24.78 |
| Classroom - Computer Lab |  |  |  |  |
|  | \$0.00 | \$11.06 | \$22.68 | \$25.20 |
| Gym - Large |  |  |  |  |
|  | \$0.00 | \$75.56 | \$156.50 | \$197.58 |
| Gym - Small |  |  |  |  |
|  | \$0.00 | \$43.92 | \$99.02 | \$121.12 |
| Library |  |  |  |  |
|  | \$0.00 | \$22.92 | \$55.68 | \$77.60 |
| Locker Room |  |  |  |  |
|  | \$0.00 | \$41.32 | \$96.48 | \$121.82 |
| District Board Room |  |  |  |  |
|  | \$0.00 | \$21.93 | \$51.24 | \$56.93 |
| District Training Room/Conference Room |  |  |  |  |
|  | \$0.00 | \$6.68 | \$15.61 | \$17.34 |
| Multi-Purpose Room |  |  |  |  |
|  | \$0.00 | \$40.98 | \$106.30 | \$130.88 |
| Staff Lounge |  |  |  |  |
|  | \$0.00 | \$17.22 | \$42.37 | \$54.44 |
| Performing Arts Center (CVHS \& SJHHS) |  |  |  |  |
|  | \$0.00 | \$213.57 | \$538.11 | \$597.90 |
| Theater - Small |  |  |  |  |
|  | \$0.00 | \$65.13 | \$133.78 | \$153.53 |
| Triton Center (SCHS) |  |  |  |  |
|  | \$0.00 | \$95.10 | \$230.30 | \$274.40 |
| Mall |  |  |  |  |
|  | \$0.00 | \$63.62 | \$156.76 | \$192.70 |
| Food Court |  |  |  |  |
|  | \$0.00 | \$39.02 | \$99.28 | \$118.24 |

Outdoor Facilities

| Outdoor Facilities | Group A | Group B | Group C | Group D |
| :---: | :---: | :---: | :---: | :---: |
| Athletic Fields - Baseball |  |  |  |  |
|  | \$0.00 | \$21.18 | \$50.36 | \$63.36 |
| Athletic Fields - Non-Stadium (Natural) |  |  |  |  |
|  | \$0.00 | \$18.64 | \$44.60 | \$56.96 |
| Basketball Court |  |  |  |  |
|  | \$0.00 | \$3.00 | \$17.40 | \$22.68 |
| Lunch Area |  |  |  |  |
|  | \$0.00 | \$0.16 | \$1.05 | \$1.17 |
| Parking Lot |  |  |  |  |
|  | \$0.00 | \$4.49 | \$21.44 | \$25.94 |
| Stadium |  |  |  |  |
|  | \$0.00 | \$36.86 | \$295.10 | \$352.87 |
| Tennis Court |  |  |  |  |
|  | \$0.00 | \$4.61 | \$36.84 | \$43.16 |
| Restroom |  |  |  |  |
|  | \$0.00 | \$4.45 | \$25.34 | \$31.11 |

Pool Facilities

| Pool Facilities | Group A | Group B | Group C | Group D |
| :--- | :---: | :---: | :---: | :---: |
| 50M Pool | $\$ 0.00$ | $\$ 178.54$ | $\$ 235.47$ | $\$ 273.94$ |
|  |  |  |  |  |
| 50M Pool Per Lane | $\$ 0.00$ | $\$ 16.22$ | $\$ 22.70$ | $\$ 24.89$ |
|  |  |  |  |  |
| 25M Pool | $\$ 0.00$ | $\$ 124.52$ | $\$ 165.10$ | $\$ 198.68$ |
|  |  |  |  |  |
| 25M Pool Per Lane | $\$ 0.00$ | $\$ 15.56$ | $\$ 20.64$ | $\$ 22.81$ |

## Custodial Support

Additional custodial support is required for all after-hours and weekend events: \$46/hour, minimum 3-hours

## DEFINITION OF GROUPS

Group 'A' - Internal/School-Connected Groups (School-Connected is defined as booster clubs, Foundations, parent-teacher associations aligned with the California State PTA, or other parent-teacher organizations organized specifically for the purpose of supporting district and extracurricular programs such as, but not limited to, athletic teams, debate teams, robotic teams and drama or musical groups.)
Group 'B' - Youth-Serving Non-Profit and School-Serving Groups \& Public Entities (including but not limited to)

- A nonprofit organized to promote youth and school activies
- A club organized to promote youth and school activities
- An association organized to promote youth and school activies
- Girl Scouts, Boy Scouts, Camp Fire USA
- YMCA
- A recreational youth sports league that charges participants no more than a nominal fee ( $\$ 60$ per month)
- Religious organization or church that arranges for and supervises sports league activities

Group 'C' - Religious Organizations
Group 'D' - Other Use "For Profit and groups not otherwise listed"


## CAPISTRANO UNIFIED SCHOOL DISTRICT

FACILITIES RENTAL FEE SCHEDULE
SCHOOL YEAR 2022/2023

The facility fee schedule includes rates for physical facilities only - labor rates are assessed separately

Group A
No charge to use facilities, custodial support fees apply when necessary

Group B
Direct cost to use facilities, plus custodial support as necessary

Group C
10\% discount Fair Rental
Value, plus custodial support

Group D
Fair Rental Value, plus overtime custodial support

Indoor Facilities

| Indoor Facilities | Group A | Group B | Group C | Group D |
| :---: | :---: | :---: | :---: | :---: |
| Classroom - Regular |  |  |  |  |
|  | \$0.00 | \$4.12 | \$15.74 | \$17.49 |
| Classroom - Science |  |  |  |  |
|  | \$0.00 | \$9.54 | \$22.30 | \$24.78 |
| Classroom - Computer Lab |  |  |  |  |
|  | \$0.00 | \$12.60 | \$22.68 | \$25.20 |
| Gym - Large |  |  |  |  |
|  | \$0.00 | \$83.34 | \$194.74 | \$216.38 |
| Gym - Small |  |  |  |  |
|  | \$0.00 | \$50.72 | \$118.52 | \$131.69 |
| Library |  |  |  |  |
|  | \$0.00 | \$30.39 | \$71.01 | \$78.90 |
| Locker Room |  |  |  |  |
|  | \$0.00 | \$55.94 | \$130.72 | \$145.24 |
| District Board Room |  |  |  |  |
|  | \$0.00 | \$21.93 | \$51.24 | \$56.93 |
| District Training Room/Conference Room |  |  |  |  |
|  | \$0.00 | \$6.68 | \$15.61 | \$17.34 |
| Multi-Purpose Room |  |  |  |  |
|  | \$0.00 | \$56.47 | \$131.95 | \$146.61 |
| Staff Lounge |  |  |  |  |
|  | \$0.00 | \$21.83 | \$51.00 | \$56.67 |
| Performing Arts Center (CVHS \& SJHHS) |  |  |  |  |
|  | \$0.00 | \$213.57 | \$538.11 | \$597.90 |
| Theater - Small |  |  |  |  |
|  | \$0.00 | \$65.13 | \$133.78 | \$153.53 |
| Triton Center (SCHS) |  |  |  |  |
|  | \$0.00 | \$129.65 | \$302.95 | \$336.61 |
| Mall |  |  |  |  |
|  | \$0.00 | \$82.44 | \$192.65 | \$214.05 |
| Food Court |  |  |  |  |
|  | \$0.00 | \$45.54 | \$106.42 | \$118.24 |

Outdoor Facilities

| Outdoor Facilities | Group A | Group B | Group C | Group D |
| :---: | :---: | :---: | :---: | :---: |
| Athletic Fields - Baseball |  |  |  |  |
|  | \$0.00 | \$27.78 | \$63.05 | \$70.05 |
| Athletic Fields - Non-Stadium (Natural) |  |  |  |  |
|  | \$0.00 | \$23.97 | \$54.40 | \$60.44 |
| Basketball Court |  |  |  |  |
|  | \$0.00 | \$4.49 | \$21.61 | \$24.01 |
| Lunch Area |  |  |  |  |
|  | \$0.00 | \$0.23 | \$1.05 | \$1.17 |
| Parking Lot |  |  |  |  |
|  | \$0.00 | \$6.10 | \$29.40 | \$32.67 |
| Stadium |  |  |  |  |
|  | \$0.00 | \$36.86 | \$317.58 | \$352.87 |
| Tennis Court |  |  |  |  |
|  | \$0.00 | \$4.61 | \$49.26 | \$54.73 |
| Restroom |  |  |  |  |
|  | \$0.00 | \$4.45 | \$28.00 | \$31.11 |

Pool Facilities

| Pool Facilities | Group A | Group B | Group C | Group D |
| :--- | :---: | :---: | :---: | :---: |
| 50M Pool | $\$ 0.00$ | $\$ 230.30$ | $\$ 257.32$ | $\$ 285.91$ |
|  |  |  |  |  |
| 50M Pool Per Lane | $\$ 0.00$ | $\$ 20.93$ | $\$ 23.39$ | $\$ 25.98$ |
|  |  |  |  |  |
| 25M Pool | $\$ 0.00$ | $\$ 159.27$ | $\$ 178.81$ | $\$ 198.68$ |
|  |  | $\$ 19.90$ | $\$ 22.35$ | $\$ 24.83$ |

## Custodial Support

## Additional custodial support is required for all after-hours and weekend events: \$46/hour, minimum 3-hours

## DEFINITION OF GROUPS

Group 'A' - Internal/School-Connected Groups (School-Connected is defined as booster clubs, Foundations, parent-teacher associations aligned with the California State PTA, or other parent-teacher organizations organized specifically for the purpose of supporting district and extracurricular programs such as, but not limited to, athletic teams, debate teams, robotic teams and drama or musical groups.)

Group 'B' - Youth-Serving Non-Profit and School-Serving Groups \& Public Entities (including but not limited to)

- A nonprofit organized to promote youth and school activies
- A club organized to promote youth and school activities
- An association organized to promote youth and school activies
- Girl Scouts, Boy Scouts, Camp Fire USA
- YMCA
- A recreational youth sports league that charges participants no more than a nominal fee ( $\$ 60$ per month)
- Religious organization or church that arranges for and supervises sports league activities

Group 'C' - Religious Organizations
Group 'D' - Other Use "For Profit and groups not otherwise listed"


# AGREEMENT FOR THE OPERATION OF AN AFTER SCHOOL ENRICHMENT, ACTIVITIES. AND CAMPS PROGRAM BETWEEN <br> CAPISTRANO UNIFIED SCHOOL DISTRICT AND SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 

This Agreement for the Operation of an After School Enrichment, Activities, and Camps Program (Agreement) is made and entered into this $25^{\text {th }}$ day of April 2013, by and between the Capistrano Unified School District (CUSD and/or District) and South Orange County Community College District (Vendor), as follows:

WHEREAS, CUSD is a Califomia school district with a significant number of schools, and is authorized pursuant to Education Code $\S 8485$ to establish a program of affordably priced supervision of children after school; and

WHEREAS, pursuant to Education Code $\S 8486$, the District is authorized to subcontract with qualified private or nonprofit agencies for an after school child supervision program; and

WHEREAS, pursuant to Govemment Code 853060, the District is authorized to contract for special services and advice from individuals specially trained and experienced and competent to perform such services; and

WHEREAS, Vendor provides services and materials in connection with an after school program, and has the necessary skills, equipment and experience to provide such service for the District;

Now therefore, the parties agree as follows:

## 1. OPERATION AND SERVICE

a. Independent Contractor. The status of a VENDOR under this Agreement shall be that of an independent contract. VENDOR warrants that no person or selling agency or other organization
has been employed or retained to solicit or secure this Agreement upon an agreement or the understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, CUSD shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee or to seek such other remedies as legally may be available.
b. Operation Schedule. The After School Enrichment, Activities, and Camps Program (PROGRAM) to be operated by VENDOR will be available for K-12 and qualifying special education students and may be available to such children after school is dismissed on any day that regular classes are held by CUSD at the school campuses, winter recess, spring recess, summer recess, and pupil-free days except for holidays designated in this article. This includes the regular school year schedule, the year-round school schedules, and summer school schedule. The PROGRAM may not operate on those days during the year when CUSD is closed for observance of holidays, as designated in the School Calendar. The School Calendar will be provided to VENDOR annually. Hours and dates of program subject to CUSD approval.
c. Program Administration. Vendor shall administer the PROGRAM in accordance with provisions of this contract and all District, State and Federal laws, rules, and regulations dealing with child care or the use of the District's school property. VENDOR shall within 48 hours inform and provide CUSD with a copy of the site visits, reviews or reports or findings of any State or Federal regulatory agency involving any PROGRAM operated by VENDOR under this agreement. In the event that any deficiencies noted or corrections required as a result of such visits, reports, reviews, or findings, VENDOR will provide CUSD with a written plan of action which will ensure timely and appropriate correction.

CUSD shall monitor, evaluate, and provide technical and program development assistance as CUSD in its sole discretion determines appropriate to the VENDOR in the conduct of the PROGRAM provided under this agreement. CUSD shall have the right to monitor and evaluate
the VENDOR premises with regard to fire code regulations, sanitation and cleanliness, and other applicable safety laws and regulations.
d. Non-Discrimination. In the performance of the terms of this agreement, VENDOR agrees that it will not engage in nor permit any employee or contractor as it may employ to engage in unlawful discrimination in employment of persons because of race, religious creed, color, national origin, ancestry, age, marital status, or sex of such person. Therefore, the VENDOR agrees to comply with applicable Federal and State laws including but not limited to the Califomia Fair Employment Practices Act as set forth in the Government Code § 12940 et. Seq. and Labor Code §1735. In addition, the VENDOR agrees to require like compliance by all contractors employed to do work under this contract.
e. Entry by CUSD. CUSD shall have the right at reasonable times to enter upon VENDORsupervised premises for the purpose of inspecting same in order to determine whether VENDOR is complying with the term of this Agreement. The right and authority hereby reserved in this paragraph does not impose, nor does CUSD assume by reason thereof, any responsibility or liability whatsoever for any acts, omissions or the negligence of VENDOR, VENDOR's members, guest, clients, agents, contractors, and employees on said premises.
f. Public Relations, Advertising, Announcement. CUSD agrees to distribute at least one notice, subject to CUSD approval of the format and content of each notice, each semester to parents of elementary, middle school, and high school students in CUSD announcing the availability of the PROGRAM located at selected CUSD school campuses. VENDOR shall prepare and pay for these notices and any and all other advertising or public relations costs. VENDOR may erect suitable informational and directional signs or posters only after approval by CUSD of location, design, color, and construction of such signs or posters. The VENDOR agrees to be solely responsible for communication with parents regarding fee disputes, complaints regarding PROGRAM and complaints against the PROGRAM.
g. Participants. Elementary, middle school, and high school regular program and qualifying special education students shall be eligible to participate in the PROGRAM to be operated by VENDOR. VENDOR shall have the right to determine which students will be permitted to attend the PROGRAM based on reasonable rules, regulations and age requirements as approved by CUSD.

Exclusion of students from the VENDOR PROGRAM will be permitted for nonpayment of fees, discipline, failure to meet eligibility requirements, behavior problems or lack of required immunizations.
h. Immunization. Enrollees in the VENDOR PROGRAM shall be subject to the same legal requirements regarding medical history and immunization as pupils in the public schools in the State of California.

## 2. PROGRAM AND USE FEES

a. Program Fees Charged to Participants. VENDOR shall be permitted to charge a reasonable fee to participants in the PROGRAM. No VENDOR PROGRAM fees will be charged to CUSD or collected by CUSD. The amount of the PROGRAM fee to be charged to participants shall be determined by VENDOR and shall be competitive with fees for similar services in the area, subject to review by CUSD to determine reasonableness of VENDOR's fee schedule. District shall review the VENDOR proposed fee schedule or any modifications thereof 30 days prior to its implementation. The fee schedule for the PROGRAM shall be the same throughout the District.
b. District Use Fees Charged to VENDOR.
i. VENDOR will pay CUSD for use of facilities, the fees as outlined in Exhibit A, Use of School Facilities, at the non-profit, youth-serving rate, the facility staff fee of $\$ 5.00$ per hour, per location, and a flat rate for custodial fees charged as indicated in Exhibit A.
ii. CUSD will invoice VENDOR monthly for facility usage.
iii. The District reserves the right to increase the minimum facility use on an annual basis. The District will limit such fee increases to $10 \%$ annually.

## 3. FACILITIES

a. Physical Location of Classroom Space. CUSD shall make space available on those campuses consistent with the Districts educational operations for the VENDOR to operate the PROGRAM. CUSD shall have the absolute right to determine the actual classroom space on each school campus. In determining the physical location of each classroom, CUSD shall give special consideration to the location of playground and playground access, restrooms, water fountains, shaded areas, parking lots, and exterior lighting.
b. Utilities. CUSD shall provide all utilities for VENDOR's PROGRAM. Costs for these services shall be included in the facility use fees paid to CUSD by VENDOR. VENDOR shall be required to provide and pay for its own telephone service at each location.

## 4. MISCELLANEOUS TERMS AND CONDITIONS.

a. Terms of Agreement. The term of this Agreement shall be for a period of one year from July 1, 2013 through June 30, 2014, with the option to renew, upon Board approval, for four (4) oneyear renewal periods.
b. Termination of Agreement. Either party may, by giving a 60 -day written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include failure, for any reason, of either party to fulfill in a timely and proper manner its obligation under this Agreement. Either party may, by giving a 120 -day notice, terminate this Agreement for any reason.
c. Compliance with the Law. VENDOR shall comply with the requirements of all municipal, State and Federal statues, ordinances, rules, orders, regulations, and laws now in effect or which may hereafter be in effect during the term of this Agreement pertaining to any act of the VENDOR including but not limited to the operation of the PROGRAM and the use and occupancy of the District facilities. VENDOR shall not commit or suffer to be committed to said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.
d. Indemnity, CUSD shall assume no liability for any use of any CUSD premises used by VENDOR to operate any of the PROGRAMs provided by VENDOR under this agreement. VENDOR waives and releases all claims against CUSD for death, injuries or damage to property sustained by VENDOR, its agents, employees, and volunteers, in, upon, or about said premises caused by the negligence of VENDOR, and VENDOR agrees to indemnify, defend, and hold CUSD, and their respective officers, officials, and employees, harmless from and against any and all liability, loss, damage, expense, cost, claim, or action, including liability for injury, wrongful death, or property damage sustained by any person, arising out of or in connection with the actions or services, or failure to act, of VENDOR, or arising out of any act or omission by VENDOR, its employees, agents, and contractors, including failure of VENDOR to keep the premises in good condition and repaired as provided in the Agreement, except when such loss or damage was caused by the sole negligence of willful misconduct of CUSD.

In executing this Agreement, and the waiver and release contained in this Section, VENDOR specifically waives the provision of the California Civil Code $\$ 1542$, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXSIT IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

VENDOR, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.
e. Insurance.
i. Liability Insurance. VENDOR shall provide and shall maintain in force, during the term of this Agreement, $\$ 10,000,000$ combined single limit comprehensive general liability insurance, including automobile and property insurance. The policy or policies of liability insurance shall name CAPISTRANO UNIFIED SCHOOL DISTRICT (CUSD) and their officials, officers, agents, employees, and volunteers as additional named insured by endorsement under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD. Within ten (10) days of execution of this Agreement, and at least 15 days prior to the expiration of any such policies, VENDOR shall fumish CUSD a copy of the policy or policies making up the District Policies and Certificate(s) of Insurance stating that such insurance is in full force and effect, and shall provide any additional evidence of coverage required by the CUSD.

VENDOR's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or selfinsurance maintained by CUSD, it's officers, officials, employees, or volunteers shall be excess of VENDOR's insurance and shall not contribute to it.
ii. Worker's Compensation and Other Employee Insurance. VENDOR shall provide worker's compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less $\$ 1,000,000$ per accident for bodily injury or disease.

Within 10 days of execution of this Agreement, and at least 15 day prior to the expiration of any such policies, VENDOR shall fumish CUSD with a copy of
the policy or policies obtained in compliance this Section, stating that such insurance is in full force, and shall provide any additional evidence of coverage required by CUSD.
iii. VENDOR's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees or volunteers shall be excess of VENDOR's insurance and shall not contribute to it. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.
iv. Any deductibles or self-insured retentions must be declared to, and approved by, CUSD. At the option of CUSD, either: VENDOR shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects CUSD, its officers, officials, employees and volunteer; or the Lessee shall provide a financial guarantee satisfactory to CUSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
v. CUSD reserves the right to modify their requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
vi. Certificate of Insurance. Certificates for all type of insurance and additional insured endorsement for the liability coverage shall be furnished to CUSD within two weeks of the commencement date of this contract, such certificates indicating the name of the carrier, the policy number, and the expiration date. Renewal certificates shall be provided within 15 days of the renewal. 30 days prior to an interruption in coverage, VENDOR is responsible for notifying CUSD. Failure, however, of CUSD to obtain the required documents within the time frames herein shall not waive VENDOR's obligation to provide them.

CUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Agreement, at any time.
f. Accidents. Vendor shall report to CUSD any serious accident or incident within three (3) hours of occurrence.
g. Claims Made. VENDOR shall report to CUSD in writing all claims made against the VENDOR in its operation of the PROGRAM in CUSD. VENDOR shall also provide copies to CUSD, within ten (10) days of their receipt by VENDOR, of any written reports indicating deficiencies or documenting a specific incident.
h. Assignment. Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by VENDOR without the prior written consent of CUSD. The consent to one assignment, sublease, transfer, alienation, pledge, or hypothecation shall not be deemed to be a consent to any subsequent assignment, sublease, transfer, alienation, pledge, or hypothecation. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.
i. Amendments to Agreement. This agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.
j. Complete and Exclusive Statement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
k. Contact Person. Each party to this Agreement shall name one individual to be the representative contact person for all matters related to this Agreement.

1. Attachments. All attachments to this Agreement are incorporated herein by this reference.

Exhibit A - 1. Use of Facilities Fee Schedule
2. General Conditions for Facility Use

## CAPISTRANO UNIFIED SCHOOL DISTRICT

DATED: $\qquad$ 2013


SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATED: $\qquad$ 2013


Exhibit A

## USF OF SCHOOLFACILITIES FEESCHEPULEE-FHNGtuO JUN 1.2010

GROUPA $=$ Non-profit, youth-serving $\quad$ GROUP B $=$ Non-profit $\quad$ GROUP C $=$ For Profit

| NOTE: "Per Use" $=$ Up to eight hours <br> NOTE: Custodian needed at all non-school events <br> NOTE: Facilities Staff Fee applicable on all use | Elementary School |  |  | Middle School |  |  | High School |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Type of Use | A | B | C | A | $B$ | $C$ | A | $\boldsymbol{B}$ | C |
| APPLICATION FEE | 0 | \$0,00 | 100.00 | 0 | 50.00 | 100.00 | 0 | 50.00 | 100.00 |
| BASKETBALL COURT - Per Hour | 0 | 9.00 | 20.00 | 0 | 9,00 | 20.00 | 0 | 9.00 | 20.00 |
| Per Season | 0 | 220.00 | 220,00 | 0 | 220.00 | 220.00 | 0 | 220.00 | 220.00 |
| With Lights - Per Hour, additional | 0 |  |  | 12.00 | 28.00 | 50.00 |  |  |  |
| CAFETORIUM (MFMS) - Per Hour |  |  |  | 18.00 | 55.00 | 100.00 |  |  |  |
| CLASSROOM - Per Hour | 7.00 | 22.00 | 35.00 | 7.00 | 22.00 | 35.00 | 7.00 | 22.00 | 35,00 |
| Science Lab - Per Hour | 8.00 | 50.00 | 90.00 | 8.00 | 50.00 | 90.00 | 8.00 | 50.00 | 90.00 |
| University/College Cost - Per Day |  | 55.00 |  |  | 55.00 |  |  | 55.00 |  |
| CONFERENCE ROOM - Per Hour | 8.00 | 25.00 | 50.00 | 8,00 | 25.00 | 50.00 | 8.00 | 25.00 | 50.00 |
| FIELD (any lype, non-sladium) - Per Hour | 6.00 | 7.00 | 8.00 | 8.00 | 11.00 | 20.00 | 8.00 | 25.00 | 50.00 |
| GROUP A not to exceed \$250/month |  |  |  |  |  |  |  |  |  |
| GYM, Lerge - Per Hour |  |  |  |  |  |  | 60.00 | 80.00 | 160.00 |
| GROUP A not to exceed \$1,000/month |  |  |  |  |  |  |  |  |  |
| GYM, Small - Per Hour |  |  |  |  |  |  | 30,00 | 50.00 | 100,00 |
| GROUP A not to exceed \$750/month |  |  |  |  |  |  |  |  |  |
| LIBRARY - Per Hour | 8.00 | 25.00 | 50.00 | 8.00 | 25.00 | 50.00 | 16.00 | 50.00 | 75.00 |
| LOCKER ROOM - Per Hour |  |  |  | 8.00 | 28.00 | 50.00 | 12.00 | 44.00 | 75.00 |
| LUNCH TABLE AREA - Per Hour | 0 | 5.00 | 6.00 |  |  |  |  |  |  |
| MALL - Per Hour |  |  |  |  |  |  | 26.00 | 85.00 | 150,00 |
| Triton Cenler (SCHS) - Per Hour |  |  |  |  |  |  | 26.00 | 85.00 | 150.00 |
| MPR - Per Hour | 10.00 | 55.00 | 100.00 | 10.00 | 55.00 | 100.00 |  |  |  |
| PARKING LOT - Per Day | 10.00 | 44.00 | 100.00 | 10.00 | 44.00 | 100.00 | 10.00 | 44.00 | 100.00 |
| P00L, 25-meter - Pcr Hour |  |  |  |  |  |  | 55.00 | 85.00 | 150.00 |
| GROUP A not to exceed $\$ 2.000 / \mathrm{monih}$ |  |  |  |  |  |  |  |  |  |
| POOL, 50-meter (CVHS) - Per Hour |  |  |  |  |  |  | 75.00 | 100,00 | 250,00 |
| GROUP A not to exceed \$2.500/month |  |  |  |  |  |  |  |  |  |
| RESTROOM (Set) - Per Hour | 5.00 | 20.00 | 35.00 | 5.00 | 20.00 | 35.00 | 5.00 | 20.00 | 35.00 |
| STADIUM/TRACK (all) - Per Use |  |  |  |  |  |  | 460,00 | 2,000.00 | 3,800,00 |
| With Lights - Per Hour, additional |  |  |  |  |  |  | 55.00 | 75.00 | 200.00 |
| STAFF LOUNGE - Per Hour | 8.00 | 25.00 | 50.00 | 8.00 | 25.00 | 50.00 | 8.00 | 25.00 | 50.00 |
| TENNIS COURT - Per Hour | 6.00 | 6.00 | 10.00 | 6.00 | 6.00 | 10.00 | 8.00 | 12.00 | 20.00 |
| With Lights - Per Hour. additional |  |  |  |  |  |  | 24.00 | 32.00 | 70.00 |
| THEATER (except SJHHS) - Per Hour |  |  |  |  |  |  | 85.00 | 125.00 | 300.00 |
| AUDIO EQUIPMENT |  |  |  |  |  |  |  |  |  |
| Tape Reconder/CD Player - Per Use | 5.00 | 5.00 | 10.00 | 5.00 | 5.00 | 10.00 | 5.00 | 5.00 | 10.00 |
| Microphone - Per Use | 2.00 | 2.00 | 6.00 | 2.00 | 2.00 | 6.00 | 2.00 | 2.00 | 6,00 |
| Portable System/Podium - Per Use | 10.00 | 10.00 | 25.00 | 10,00 | 10.00 | 25.00 | 10.00 | 10.00 | 25.00 |
| Wireless Microphone System - Per Use | 25.00 | 25,00 | 50.00 | 25.00 | 25.00 | 50.00 | 25.00 | 25.00 | 50.00 |
| CRAFTSMAN - Per Hour | 60.00 | 60.00 | 60.00 | 60.00 | 60.00 | 60.00 | 60.00 | 60.00 | 60.00 |
| CUSTODIAN - Per Hour | 46.00 | 46.00 | 46.00 | 46.00 | 46.00 | 46.00 | 46.00. | 46.00 | 46.00 |

Exhibit A

## USE OF SCMOOL FACILITIES FEE SCHEDULE - Effoctive Novombor 1, 2007

GROUPA $=$ Non-profit, youth-serving $\quad$ GROUP B $=$ Non-profit $\quad$ GROUP C $=$ For Profit


| Custodial Fees for Classroom Rental |  |
| :---: | :---: |
| \# of Classrooms | Custodial Hours Charged |
| $1-2$ | 1 |
| $3-5$ | 2 |
| $6+$ | 3 |

The above fees are applicable to sites with custodial support, during regularly scheduled hours of custodial service. All locations without dedicated custodial support or programs outside of normally occurring custodial hours will be charged hourly, with a three-hour minimum fee for each occurrence. Non-classroom use of facilities will be charged for custodial services at standard rates. Rates and hours subject to change.

# CAPISTRANO UNIFIED SCHOOL DISTRICT 

## General Conditions for Facility Use

By submitting this request (Agreement), the legal agent/representative of such organization, group or individual (Applicant) hereby agrees to abide by all of the facility use conditions and regulations and any waivers contained herein. Furthermore Applicant agrees to defend, indemnify, and hold harmless the District, its Board, officer, agents and employees from all losses, costs, and expenses arising out of any liability or claims of liability for personal injury, bodily injury to persons, contractual liability and damage to property, including loss or theft of District property, sustained or claimed to have been sustained arising out of Applicants use of facilities, whether such act is authorized by this Agreement or not; District assumes no responsibility whatsoever for any property placed on the premises. Applicant further agrees to waive all rights of subrogation against the District.
The provisions of this section does not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees.

The Capistrano Unified School District endorses the philosophy that community nonprofit groups should be allowed to utilize school facilities for meetings and public activities and actively cooperates and assists such groups in these endeavors where reasonable supervision exists. The Education Code provides that every school is a civic center when not being used for school purposes.

Each application containing a description of the intended use of the facilities is provided to District employees as guidelines in determining appropriateness of use of school facilities and whether or not the proposed activity meets district standards.

### 1.0 GENERAL REGULATIONS

1.1 All applications for use of school facilities will be processed on submission of the Use of School Facilities Application.
1.2 Proof of comprehensive general liability insurance coverage for $\$ 1$ million unless activity warrants a higher level (to be determined at the District).
Proof shall be: 1-a Certificate of Insurance and 2 - an Additional Insured Endorsement, both naming the Capistrano Unified School District as an additional insured party on the Applicant's policy. These documents must be on file with the district prior to the activity. A 30-day Notice of Cancellation of insurance coverage is required.
1.3 Fees will be charged based on current fee schedules and conditions adopled by the Board of Trustees.
1.4 In order to receive Use of Facilities benefits, group A, B, C or D applicants must agree that:
1.4.1 Their organization will not discriminate against any person on the basis of disability, race, ethnicity, nationality, gender, sexual orientation, or religion.
1.4.2 In order for an individual with disabilities to be able to participate effectively, the program will be reasonably modified, without increased cost to the participant.
1.4.3 Modifications or services must be provided unless doing so would fundamentally alter the nature of the program or present an undue burden. Any determination that participation would result in a fundamental alteration of the program must be made on an individual basis.
1.5 Applicants shall not make additions, alterations, or repairs to facilities, equipment, or grounds without written approval of district personnel. If the proposed change is deemed in writing to be beneficial, the proposed change shall be treated as a gift to the district and processed according to Board policy.
1.6 Applicants may use the district's computer network and Internet access with prior approval of the District.

### 2.0 USE OF SCHOOL PROPERTY

### 2.1 Furniture and Equipment

2.1.1 Furniture normally kept in the multipurpose or multiuse room will be available for use by approved organizations without special permit.
2.1.2 Any additional equipment must be obtained through arrangements with the principal's office and be noted on the application.
2.1.3 In the event additional equipment is used, the group must furnish its own operator and present evidence to the principal of competence in operating such equipment.
2.1.4 Any special furniture or equipment set ups or unique requests will be assessed at fee schedule rates.
2.2 Loan of Furniture and Equipment
2.2.1 The loan of school furniture or equipment to individuals for personal or private purposes is prohibited.
2.2.2 Requests for approval to remove equipment from school premises must be submitted at time of application.
2.3 Damage to School Property
2.3.1 To protect school property from damage and mistreatment, organizations using school facilities should take such precautions as necessary to return school property clean and in good working order.
2.3.2 Groups shall be responsible for maintaining and returning facilities to the district in the same condition in which they were received.
2.3.3 Applicants agree that in cases where school property has been damaged or abused beyond normal wear, costs for such repairs will be the responsibility of the organization.

### 2.4 Decorations

2.4.1 Any decorations or adornments shall be erected in a manner in which it does not disrupt or destroy school property.
2.4.2 All decorations shall be removed at the conclusion of the activity.

### 2.5 Use of Stage Equipment

2.5.1 Use of stage areas requires full details of equipment needs on the application.
2.5.2 Persons or organizations whose permit includes use of stage areas and equipment must either be cleared by appropriate staff personnel or pay district staff appropriately for their operation.
2.6 Safety
2.6.1 The number of people admitted or seated within school property shall not exceed the regular capacity established in the California Safety Code. At no time may occupancy exceed posted occupancy rates.
2.6.2 Any equipment or props brought onto school facilities by approved organizations shall be flame proofed and meet all health, safety, and fire codes.

### 2.7 Grounds Utilization

2.7.1 Operation of equipment or activities which constitute a hazard or public nuisance, e.g., flying of motorized model airplanes, is prohibited.
2.7.2 Power-driven vehicles shall not be operated on playground or hard surface play areas, except as is necessary by school personnel in carrying out their assigned responsibilities.
2.8 Specially Equipped Areas
2.8.1 Areas such as gymnasiums, weight rooms, tennis courts, computer labs, industrial arts areas, science rooms, etc., will not be available to the general public unless participating occupants demonstrate satisfactory competency to control and protect school equipment.
2.8.2 Specially equipped areas must be under the supervision of a district employee.
2.8.3 Unauthorized use of equipment or entry to other sections of the campus or building may result in cancellation of the Facility Use Agreement.
2.8.4 Appropriate apparel, footwear, and eye protection must be worn as dictated by the specialty area occupied.
2.8.5 Organizations using specialty areas shall immediately report all equipment failures and damage of school property to the district supervisor. In cases where such damage or failure is a result of activities of the organization, the organization shall assume full responsibility for repairs.
2.8.6 Eating or drinking in carpeted areas or in any specialty areas is prohibited.

### 2.9 Movement of Large Equipment

2.9.1 Large equipment items, e.g., pianos, shall not be moved from area-to-area without prior approval.

### 2.10 Buses

2.10.1 School buses are available for recognized groups at a rate determined by the Transportation office.

### 2.11 Kitchen Facilities

2.11.1 An organization may use kitchen/cafeteria facilities, at a fee schedule determined by the Board, pending consultation with the Director, Food \& Nutrition Services, to determine appropriateness of use and to determine if

## Exhibit A

Food Services personnel are necessary to protect school property or facilitate the event.
2.12 Rest Rooms
2.12.1 Any activity using interior school facilities beyond a two-hour period must have rest rooms available at a scheduled fee. Any activity using outdoor school facilities for longer than four hours, must rent restrooms at the school or rent a port-a-potty.
2.13 Air Conditioning
2.13.1 Use of central air conditioning systems will be estimated at a rate to be determined by the Facilities Department.

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees<br>From: Gregory Merwin, Associate Superintendent, Education and Support Services<br>Prepared by: Refugio Gracian, Executive Director, Cultural Proficiency, Access, Equity, Social Emotional Learning<br>Date: January 19, 2022<br>Board Item: Agreement No. 10000262 with the Orange County Superintendent of Schools

## HISTORY

This is an annual item. The District is committed to the implementation of a system of tiered social emotional and behavioral supports for all students. In 2014-2015, Positive Behavior Interventions and Supports (PBIS) training was first offered to school leadership teams. As part of the District's Multi-tiered System of Supports, it is the expectation that all school sites will be provided PBIS training by the end of the 2022-2023 school year.

## BACKGROUND INFORMATION

This agreement with the Orange County Superintendent of Schools will provide six one-day Tier 1 PBIS Training to the ten elementary school teams that have not been trained in the District during the 2021-2022 and 2022-2023 school years: Castille, Del Obispo, Ladera Ranch, Laguna Niguel, Clarence Lobo, Marblehead, Moulton, Oak Grove, Oso Grande, and Vista Del Mar Elementary Schools.

## CURRENT CONSIDERATIONS

This item seeks approval of Agreement No. 10000262 with the Orange County Superintendent of Schools for PBIS training services, March 2, 2022, through June 30, 2023. The Orange County Department of Education will provide six full day Tier 1 PBIS Leadership Team trainings to the ten elementary school sites listed above. The agreement supports the training of the Tier 1 PBIS Leadership Team training to enhance PBIS at the site level. The District is committed to the implementation of a schoolwide system of tiered social emotional and behavioral supports. Site leadership teams will participate in professional learning to address the implementation of PBIS.

## FINANCIAL IMPLICATIONS

The estimated cost of $\$ 45,000$ will be funded by Local Control Funding Formula Supplemental funds.

## STAFF RECOMMENDATION

Approval of Agreement No. 1000262 with the Orange County Superintendent of Schools.

PREPARED BY: Refugio Gracian, Executive Director, Cultural Proficiency, Access, Equity, Social Emotional Learning

APPROVED BY: Gregory Merwin, Associate Superintendent, Education and Support Services

This AGREEMENT is hereby entered into this 15 th day of October, 2021, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626 , hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:
1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work, and SUPERINTENDENT hereby agrees to perform said work in the "Service Proposal", which is attached hereto as Exhibit "A" and incorporated herein by reference for the Division of Educational Services.
2.0 TERM. This AGREEMENT shall commence on March 2, 2022 and end on June 30, 2023, subject to termination as set forth in this AGREEMENT. 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT a total sum not to exceed Forty-five thousand dollars ( $\$ 45,000.00$ ). Payment shall be at the rates as described in Exhibit "A", "Service Proposal", which is attached hereto and incorporated by reference herein. Payment shall be mailed to: Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626-9050, Attention: Accounting Manager, or at such other place as SUPERINTENDENT may designate in writing.
4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for any costs or expenses paid or incurred by SUPERINTENDENT in performing services for DISTRICT, except as follows: N/A.
5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A
6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, state Unemployment Compensation or Workers' Compensation. SUPERINTENDENT assumes the full responsibility for the acts and/or
omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. SUPERINTENDENT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to SUPERINTENDENT'S employees.
7.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that all matters produced under this AGREEMENT shall become the property of SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express written permission. SUPERINTENDENT 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 matter in the name of the SUPERINTENDENT.
8.0 HOLD HARMLESS.
A. SUPERINTENDENT agrees to and does hereby indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of education during the period of this AGREEMENT.
B. DISTRICT agrees to and does hereby indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or
death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of its Governing Board, employees, agents or officers of DISTRICT during the period of this AGREEMENT.
9.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this AGREEMENT shall not be assigned by SUPERINTENDENT without prior written approval of DISTRICT.
10.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.
11.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason with the giving of thirty (30) days written notice to the other party. DISTRICT shall compensate SUPERINTENDENT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by SUPERINTENDENT. Notice shall be deemed given when received by the SUPERINTENDENT or DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.
12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they 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, or sex of such persons.
13.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by:
(a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

| DISTRICT: | Capistrano Unified School District |
| :---: | :--- |
|  | 33122 Valle Road |
| San Juan Capistrano, California 92675 |  |
| Attn: |  |
| SUPERINTENDENT: | Orange County Superintendent of Schools <br> 200 Kalmus Drive |
|  | P.O. Box 9050 <br> Costa Mesa, California 92628-9050 <br> Attn: Patricia McCaughey |

14.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
15.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.
17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT .

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: $\qquad$
Authorized Signature
Refugio C. Gracian
PRINT NAME: $\qquad$
TITLE: Executive Director Cultural Proficiency
DATE: January 19, 2022


PRINT NAME: Patricia McCaughey TITLE: Administrator DATE: $\qquad$

## EXHIBIT "A"

# Orange County Department of Education <br> Educational Services Division Service Proposal 

ORANGE COUNTY DEPARTMENT OF ERUCATION
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 Suparintandant of Schaols

TO: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Laura Lyon (949) 234-9407
illyon@capousd.org
From: Orange County Dept. of Education
200 Kalmus Drive
Costa Mesa, CA 92626
Ginny Joseph (714) 966-4323 vjoseph@ocde.us
DATE OF PROPOSAL: 9/22/2021
PURPOSE: Tier 1 PBIS Team Training
AUDIENCE: PBIS Teams
ESTIMATED NUMBER OF PARTICIPANTS: 10 teams, 8 or fewer per team
LCAP PRIORITIES ADDRESSED:

| Conditions of Learning | Pupil Outcomes | Engagement |
| :--- | :--- | :--- |
| $\square$ Basic Services | $\square$ Pupil Achievement | $\square$ |
| $\square$ Parental Involvenent |  |  |
| Implementation of | $\square$ Other Pupil Outcomes | $\square$ Pupil Engagement |
| State Content Standards |  | $\square$ |
| Course Access |  | School Climate |

LEARNING CONTINUITY \& ATTENDANCE PLAN PRIORITIES ADDRESSED:


| Inclusive Academic. Instruction | Inclusive Behavion Instuction | Incluswe Sosial-Emotional lnstrumion |
| :---: | :---: | :---: |
| - Identily an comprehrensive assessment syslem | - Ident ly at comprehenstive assessment system | - Identry a comprohenaluc assessmenl system |
| - Cisate jrichatze teams | - Create and ullize feo hs | - Create and utiliz team |
| - Provide unduersal ac ademic supporis | - Prowlde untwersai behawlor supports | - Prowide unwersal social-etmotional supports |
| - Provide sidpplementa intervenilons and supperts | - Provide supplimental interverillons and suppouts | - Provide suppleinental intoryenlloos and supports |
| - Frovide intens!lied inleryentions and supparts <br> - Gevelop gutdeline to mmpiment curflculum with univers al design for leaming (UDL) | - Prowide intonstiled interyatto u and supports <br> - Provide comprehanstue behavior supports | - Provide compichens've social-einotional deyelopment supports |


number of days: 6 days total (Please see Service Proposal Detail)
PROPOSED TRAINING DATES: $3 / 2 / 22,3 / 30 / 22,3 / 31 / 22,4 / 21 / 22,2022-23$ Two dates TBD
LOCATION: Capistrano Unified School District
GOAL(\$):

> 1. PBIS School Teams will attend 6 days of training led by OCDE; 4 days in Year 1 and 2 days in Year 2
> 2. OCDE will deliver essential content to school teams to effectively implement Tier 1 PBIS systems and practices
> 3. OCDE will coach school teams on features of PBIS to meet fidelity of implementation by the end of the second year of training.
> 4. OCDE will provide technical assistance specific to each school team's needs.

## EXPECTED MEASURABLE OUTCOME (S):

The OCDE PBIS Training Team will provide comprehensive Tier 1 PBIS training to ten school teams in Capistrano Unified School District during the 2021-22 and 2022-23 school years. The school teams will establish school-wide behavioral expectations, acknowledgment systems, teaching procedures, and discipline systems. Teams will also develop efficient meeting systems and begin using a problem solving model using data for decision making for universal prevention and intervention. Teams will build a school handbook with unique PBIS procedures for the school site.

RESEARCH CITATION: Multiple studies demonstrate the effectiveness of PBIS implementation and the resulting decrease in office referrals, decreased suspension, and increased feelings of school safety (Horner, Sugai, \& Anderson, 2010).

ESTIMATED SERVICE COST: (\# of Days $\mathbf{x}$ Rate) 10 Teams@\$4500 eq TOTAL: \$45,000.00

| Time | Amount |
| :---: | :---: |
| 6 Full Days | $\$ 4500$ per Team |

ESTIMATED MATERIALS COST: (Books, Printed Materials if OCDE printed) $\$ 0.00$
ESTIMATED TOTAL COST: SERVICE + MATERIALS $=\$ 45,000.00$
DETAILS:
Please see additional training detail in attached document for breakdown of services and cost.

For Client Use; When this proposal is accepted, OCDE will create a contract for services. $\square$ PROPOSAL ACCEPTED


$$
\frac{9-27.2031}{\text { Date }}
$$

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees<br>From: Gregory Merwin, Associate Superintendent, Education and Support Services Prepared by: Meg Ervais, Executive Director, 6-12 ATP, General and Special Education, Curriculum and Instruction<br>Date: January 19, 2022<br>Board Item: Agreement No. 10000436 with the Orange County Superintendent of Schools

## HISTORY

This is an annual item. As a part of the Friday Night Live Partnership, students plan activities for students and parents tied to education and awareness regarding societal issues that impact District schools and students including drug and alcohol awareness and bullying.

## BACKGROUND INFORMATION

Staff members who serve as the Peer Assistance League (PAL) advisors are responsible to ensure that the club aligns with Orange County Friday Night Live Partnership co-branding guidelines. In addition, they are required to complete and submit annual paperwork, maintain and submit monthly logs, participate in mandatory training, implement youth led activities tied to alcohol and drug prevention, participate in program evaluation, and participate in a mandatory recognition ceremony for the site-specific chapters of the program.

## CURRENT CONSIDERATIONS

The Orange County Department of Education (OCDE) seeks to enter into partnership with the District to provide a stipend for certificated staff who work with students at Ladera Ranch Middle School (LRMS) as part of their Friday Night Live program. Friday Night Live is part of the PAL program and class offered at LRMS. The term of the agreement is November 22, 2021, through June 30, 2022. Trustees are being asked to approve the agreement to pay LRMS staff who work as advisors to the PAL program a stipend of $\$ 1,200$.

## FINANCIAL IMPLICATIONS

The anticipated cost to the District will be $\$ 1,500$ which will be reimbursed by the OCDE per the agreement. This amount will be funded by the general fund and the reimbursement monies will then be placed back into the general fund.

## STAFF RECOMMENDATION

Approval of Agreement No. 10000436 with the Orange County Superintendent of Schools.
PREPARED BY: Meg Ervais, Executive Director, 6-12 ATP, General and Special Education, Curriculum and Instruction

APPROVED BY: Gregory Merwin, Associate Superintendent, Education and Support Services

AGREEMENT FOR PROVISION OF ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES BETWEEN
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND
CAPISTRANO UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 18 th day of November 2021, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626 , hereinafter referred to as "SUPERINTENDENT", and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 hereinafter referred to as "DISTRICT". SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received grant funds from the United States Department of Education for the Orange County Friday Night Live Partnership (OCFNLP) Grant; and

WHEREAS, SUPERINTENDENT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer Orange County Friday Night Partnership services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT
for the provision of Orange County Friday Night Live Partnership advisor stipends in order to comply with the Agreement with COUNTY to provide comprehensive primary prevention programs to the residents of Orange County; and

WHEREAS, DISTRICT is specially trained and experienced and competent to perform the special services required by the SUPERINTENDENT, and such services are needed on a limited basis; NOW, THEREFORE, the Parties hereby agree as follows:
1.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on November 22, 2021, and will diligently perform as required and complete performance by June 30, 2022, subject to termination as set forth in this AGREEMENT.
2.0 SCOPE OF WORK.
A. SUPERINTENDENT hereby engages DISTRICT as an independent CONTRACTOR to perform the following described in the "School-Based Chapters", which is attached hereto as Exhibit "A" and incorporated herein by this reference. SUPERINTENDENT shall provide advisor stipends to the designated Orange County Friday Night Live chapter advisor(s) at: Ladera Ranch Middle School. DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth for the Division of Educational Services.
B. DISTRICT hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this AGREEMENT, and DISTRICT acknowledges that SUPERINTENDENT shall rely on such representations by DISTRICT. Acceptance by SUPERINTENDENT of the
services performed under this AGREEMENT shall not operate as a release of DISTRICT from responsibility for such services. To the extent DISTRICT assigns the performance of the services to any of its employees, each employee shall, as applicable, hold the proper credentials authorizing him or her to perform such service.
3.0 PAYMENT.
A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to exceed one thousand two hundred dollars $(\$ 1,200.00)$ for services satisfactorily rendered pursuant to section 2.0 of this AGREEMENT. Reimbursement for Advisor Stipends shall be made at the maximum rate of One thousand two hundred dollars ( $\$ 1,200.00$ ) for each eligible school chapter. Verification and completion of all activities by June 1, 2022, is required to receive full stipend. Payment to DISTRICT shall be made upon satisfactory performance of activities identified in Section 2.0 of this AGREEMENT, satisfactory completion of reporting requirements, and receipt and approval of an itemized invoice. DISTRICT'S invoice is due to SUPERINTENDENT no later than June 30, 2022. DISTRICT'S expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to administration, use, and accounting for public funds, including, but not limited to, the California Education Code. DISTRICT'S itemized invoice shall provide a detailed description of services provided, dates the services were performed, supported by documentation which shall include, but not be limited to: ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records
of services provided. Payment shall be mailed to: Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, or at such other place as DISTRICT may designate in writing.
B. DISTRICT shall not claim reimbursement for food, equipment purchases, or services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.
C. SUPERINTENDENT may withhold or delay any payment should DISTRICT fail to comply with any of the provisions set forth in this AGREEMENT .
D. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by U.S. Department of Education. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.
4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any costs or expenses paid or incurred by DISTRICT in performing services for SUPERINTENDENT, except as follows: N/A.
5.0 MATERIALS. DISTRICT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to
complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.
6.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that all matters produced under this AGREEMENT shall become the property of SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express written permission. SUPERINTENDENT 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 matter in the name of the SUPERINTENDENT. DISTRICT consents to use of DISTRICT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of the SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT's employees.
8.0 HOLD HARMLESS. DISTRICT agrees to and does hereby hold harmless, indemnify, and defend SUPERINTENDENT, the Orange County Board of Education, and its officers, agents and employees from every claim or demand and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of :
(a) Iiability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the DISTRICT or any person, firm or corporation employed by the DISTRICT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of SUPERINTENDENT, the Orange County Board of Education, or its officers, employees or agents.
(b) Any injury to or death of any persons, including SUPERINTENDENT, the Orange County Board of Education, or its officers, agents, and employees, or damage to or loss of any property caused by any act, neglect, default or omission of the DISTRICT, or any person, firm or corporation employed by the DISTRICT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off SUPERINTENDENT'S property, except for liability for
damages which result from the sole negligence or willful misconduct of the SUPERINTENDENT, the Orange County Board of Education, or its officers, employees or agents.
(c) Any liability for damages which may arise from the unauthorized use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT .
9.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense, and require all of its subcontractors, take out prior to commencing the services and maintain in full force and effect from the commencement of services until expiration of this AGREEMENT a policy or policies of insurance covering DISTRICT'S and its subcontractor's services. DISTRICT shall furnish to SUPERINTENDENT certificates of insurance evidencing all coverage's and endorsements required hereunder. All insurance shall be with an insurance company admitted by the Insurance Commissioner of the state of California to transact such insurance in the state of California. Minimum coverage's shall be as follows:
A. Comprehensive General Liability Insurance in an amount not less than One million dollars $(\$ 1,000,000)$ per occurrence, combined single limit;
B. Professional Liability insurance in an amount not less than One million dollars ( $\$ 1,000,000.00$ ) including coverage for errors and omissions caused by DISTRICT'S negligence in the performance of its duties under this AGREEMENT;
C. Comprehensive Automobile liability insurance covering all owned, non-owned and hired vehicles in an amount not less than one million dollars ( $\$ 1,000,000$ ) per occurrence;
D. Statutory Workers' Compensation Insurance;
E. An endorsement to said policy(ies) naming the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents and employees as an additional insured while rendering services under this AGREEMENT;
F. DISTRICT further agrees to provide a thirty (30) day written notice to SUPERINTENDENT of cancellation or reduction in coverage;
G. If the DISTRICT is either partially or fully self-insured for its liability exposures, DISTRICT must notify SUPERINTENDENT in writing and provide SUPERINTENDENT with a statement signed by an authorized representative of DISTRICT stating that DISTRICT agrees to hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, employees and agents as if the insurance requirements in the above paragraphs are in full force and effect.
10.0 NON-DISCRIMINATION. DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy,
childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
11.0 APPLICABLE LAW. The services completed herein must meet the approval of the SUPERINTENDENT'S general right of inspection to secure the satisfactory completion thereof. DISTRICT 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 DISTRICT, DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.
12.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of the SUPERINTENDENT.
13.0 EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR) REQUIREMENTS. DISTRICT will be required to comply with all applicable State and Federal laws and regulations regarding this AGREEMENT and administration of programs funded with this AGREEMENT. Specifically, the DISTRICT will be required to comply with relevant state laws and
regulations, EDGAR 34 CFR, Part 74 and the appropriate regulations governing cost principles [Office of Management and Budget (OMB) Circular A-133]. These regulations contain information regarding the programmatic requirements and the requirements for financial management maintenance of records, programmatic changes and budget revisions, contracting, and general administrative responsibilities. In addition, federal funds are also subject to the administrative requirements at 29 CFR, Part 97 for projects administered by state, local, or Indian tribal government and at 29 CFR , Part 95 for projects administered by institutions of higher education, hospitals, or non-profit organizations, Part 96 - Audit Requirements for Grants, Contracts and other Agreements.
14.0 PERSONNEL (EDGAR $\S \S 75.511-75.519$ and 2 CFR Part 200 Subpart E). The rules in Part 75 cover issues as paying consultants with grant funds waving the requirement for a full-time project director, making changes in key project staff, and prohibiting dual compensation of staff. General rules governing reimbursement of salaries and compensation for staff working on grant projects are addressed in the cost principles in 2 CFR Part 200 Subpart E. In all cases, payments of any type to personnel must be supported by complete and accurate records of employee time and effort. For those employees that work on multiple functions or separately funded programs or projects, the grantee must also maintain time distribution records to support the allocation of employee salaries among each function and separately funded program or project.
15.0 RECORDS. DISTRICT must create or otherwise prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records relating to this AGREEMENT and the services performed or to be performed pursuant to this AGREEMENT as are necessary, appropriate, or required by law ("DISTRICT Records"). DISTRICT Records must be maintained in a logical and consistent manner to facilitate filing and retrieval of documents in particular categories of information. DISTRICT Records must include, without limitation, records relating to payments made by SUPERINTENDENT to DISTRICT. DISTRICT shall at all reasonable times give SUPERINTENDENT, Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the services provided or to be provided by DISTRICT pursuant to this AGREEMENT.
16.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS. Each person who has signed this AGREEMENT on behalf of DISTRICT shall be deemed and construed to have thereby certified, to the best of his or her knowledge and belief, that DISTRICT and its principals:

1. presently are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transaction by any federal department or agency;
2. within the three-year period preceding the Parties entering into this AGREEMENT have not been convicted or had a civil judgement rendered against them for (i)
commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes, or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. presently are not indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offences described in paragraph $B$ of this section; and
4. within the three-year period preceding the parties entering into this Agreement have not had one or more public transactions (federal, state or local) terminated for cause or default.
17.0 ANTI-LOBBYING. If the amount payable to DISTRICT pursuant to this AGREEMENT will or may be in excess of $\$ 100,000$, then, each person who has signed this AGREEMENT on behalf of DISTRICT shall be deemed and construed to have thereby certified that DISTRICT will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant, or any other award covered by the Byrd-Anti-Lobbying Amendment (31 U.S.C. 1352). DISTRICT shall
disclose in writing to SUPERINTENDENT any lobbying with non-federal funds, by or on behalf of DISTRICT that takes place in connection with obtaining or attempting to obtain any federal award.
18.0 TERMINATION.
A. SUPERINTENDENT may terminate this AGREEMENT, in whole or in part, and without need for cause, by giving written notice to DISTRICT stating the extent and effective date of termination. However, if any such termination notice does not set forth a date upon which the termination will take effect, the termination shall take effect on the date that is thirty (30) days after receipt of the notice by DISTRICT. Upon any termination pursuant to this Paragraph $A$ taking effect, DISTRICT shall cease all work and services to the extent specified in the termination notice, and SUPERINTENDENT shall pay DISTRICT, in accordance with this AGREEMENT, for all work and services performed prior to termination.
B. DISTRICT shall be in default of its obligations pursuant to this AGREEMENT if DISTRICT refuses or fail to comply, or to timely comply, with any one or more of the provisions of this AGREEMENT. In any such event, SUPERINTENDENT in its sole discretion may provide written notice to DISTRICT setting forth the nature of the default, the actions that DISTRICT must take (if there are any or any are known) in order to cure the default, and the deadline by which DISTRICT must cure the default. If DISTRICT does not cure a default within the time specific in an applicable notice of default, SUPERINTENDENT may terminate this AGREEMENT, in whole or part, by giving written notice of termination to DISTRICT, and the termination
shall take place effective immediately upon receipt of such a notice by DISTRICT. In the event of any termination pursuant to this Paragraph $B$, SUPERINTENDENT may cause the terminated portion of the work to be completed in any manner SUPERINTENDENT deems proper. In the event of any default by DISTRICT or termination by SUPERINTENDENT pursuant to this Paragraph $B$, neither Party's remedies shali be limited. Notwithstanding anything to the contrary, in connection with any default by DISTRICT, SUPERINTENDENT in its sole discretion may, by providing written notice to DISTRICT:
5. Discontinue reimbursement to DISTRICT for, and during the period in which DISTRICT is in default, the reimbursement of which CONSULTANT shall not be entitled to recover later; and/or
6. Withholding funds pending a cure for the default; and/or
7. Offset against any monies billed by DISTRICT but yet unpaid by SUPERINTENDENT.
19.0 WAIVER. Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this AGREEMENT shall be deemed or construed to preclude subsequent enforcement of that or any other provision or requirement of this AGREEMENT. Each waiver of any provision, requirement, or breach of this AGREEMENT must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i)
a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.
20.0 FORCE MAJEURE.
A. In the event DISTRICT is unable to comply with any provisions of this AGREEMENT due to causes beyond its control such as acts of God, acts of war, civil disorders, and other similar acts, DISTRICT shall not be held liable to SUPERINTENDENT for such failure to comply.
B. In the event SUPERINTENDENT is unable to comply with any provisions of this AGREEMENT due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, SUPERINTENDENT shall not be held liable to DISTRICT for such failure to comply.
21.0 CLEAN AIR ACT. (For AGREEMENTS of amounts in excess of $\$ 100,000$ ) (42 U.S.C. 7401 et. seq.) THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et. seq.) The DISTRICT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et.seq.) Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22.0 RIGHTS TO INVENTIONS. For the performance of experimental, developmental, or research work, the federal government and the SUPERINTENDENT shall retain rights to any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

Grants, Contracts and Cooperative Agreements". The DISTRICT shall hold the SUPERINTENDENT, the Orange County Board of Education and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses for infringement or use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented inventions, regarding any items, article or appliance furnished or used in connection with the AGREEMENT. DISTRICT may be required to furnish a bond or other indemnification to the SUPERINTENDENT against claims or liability for patent infringement.
23.0 CONFLICT OF INTEREST. DISTRICT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. DISTRICT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed or retained by DISTRICT.
24.0 DISPUTES. Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this AGREEMENT that is not resolved by agreement of the Parties hereto shall be disposed by SUPERINTENDENT, which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. DISTRICT shall in each case proceed diligently with the performance of the AGREEMENT pending

SUPERINTENDENT's decision. As a condition precedent to the filing of any action arising from dispute between the Parties hereto, the Parties shall be obligated to attend and participate in a mediation session with a third party mediator in an attempt to resolve the dispute.
25.0 INSPECTION AND AUDIT. The SUPERINTENDENT, state of California Department of Education and United States Department of Education and their respective authorized agents, shall have access, for the purpose of audit or examination, to any records of DISTRICT pertinent to this AGREEMENT. DISTRICT certifies that it will comply with the records retention requirements detailed in 2 CRF 200.333. The DISTRICT will retain all records as required by 2 CRF 200.333 for a period of three (3) years from the date of final payment under this AGREEMENT and all pending matters are closed, and for such longer period, if any, as is required by applicable statute, or by any other cause of this AGREEMENT.
26.0 COMPLIANCE WITH LAWS AND DIRECTIVES. Without limiting anything else in this AGREEMENT, DISTRICT must perform the services required by this AGREEMENT in compliance with all applicable federal, state and local laws, regulations, ordinances and other governmental requirements. DISTRICT shall be responsible for ensuring that each of its employees, agents, and other representatives who enter in and upon any of SUPERINTENDENT's properties fully comply with: (i) all rules, policies or other requirements of SUPERINTENDENT applicable to presence on its property (including, but limited to, policies
prohibiting the use of drugs, alcohol, and tobacco); and (ii) reasonable directives from SUPERINTENDENT'S representatives.
27.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

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

SUPERINTENDENT: Orange County Superintendent of Schools 200 Kalmus Drive
P.O. Box 9050

Costa Mesa, California 92628-9050
Attn: Patricia McCaughey
28.0 GOVERNING LAW; VENUE; AND SEVERABILITY. This AGREEMENT shall be governed by and enforced in accordance with the laws of the state of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action arising from this AGREEMENT shall be filed and conducted only in an applicable state or federal court located in the County of Orange, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any
provision in 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 without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the AGREEMENT, the prevailing Parties shall be entitled to attorneys' fees in addition to whatever other relief is granted.
29.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous Understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT .

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed as evidenced by the signatures below of their respective duly-authorized representatives.

DISTRICT: CAPISTRANO UNIFIED ORANGE COUNTY SUPERINTENDENT SCHOOL DISTRICT

BY: $\qquad$
Authorized Signature
PRINT NAME: Dr. Cary Johnson
TITLE: Assistant Superintendent,
Curriculum \& Instuction, Education
DATE: $\qquad$
OF SCHOOLS

BY:


Authorized Sighature
PRINT NAME: Patricia McCaughey
TITLE: Administrator
DATE: November 18, 2021

Capistrano USD-OCFNLP Advisor Stipend-Federal(10000436)22 Zip5

## EXHIBIT "A"

ORANGE COUNTY DEPARTMENT OF EDUCATION EDUCATIONAL. SERVICES DIVISION

## ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

## School-Based Chapters <br> Friday Night Live (FNL), Club Live, and FNL Kids 2021-2022 Participation \& Stipend Requirements

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live chapter advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2021-2022 fiscal year. Each component may be counted only one time. Maximum obligation is $\$ 1,200$ per school site.


Shave read and understand the requirements in this document.


[^6]
# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees
From: Gregory Merwin, Associate Superintendent, Education and Support Services
Prepared by: Stacy Yogi, Executive Director, State and Federal Programs
Date: January 19, 2022
Board Item: Income Agreement No. 10000488 with Orange County Superintendent of Schools

## HISTORY

This is a recurring item as needed.

## BACKGROUND INFORMATION

One of the goals of the Kinoshita Elementary School Plan for Student Achievement (SPSA) is to increase disciplinary literacy to a depth of knowledge level 3 or 4 for all students. Level 3 and 4 are higher level thinking skills such as synthesizing, analyzing, evaluating and creating.

## CURRENT CONSIDERATIONS

This item seeks approval of Income Agreement No. 10000488 with Orange County Superintendent of Schools, January 11, 2022 through March 15, 2022, for services with Orange County Department of Education to provide training on Depth and Complexity and Learning Centers Strategies for 25 elementary teachers at Kinoshita Elementary School as requested by the principal and agreed upon by the school leadership team to support their students. Training will occur over 3, 1-hour sessions where teachers will learn high yield strategies that can be used in tandem with grade level content to increase critical and creative thinking for all students.

The expected measureable outcomes are:

- Educators will plan lessons that use the thinking prompts in tandem with their grade level standards
- Educators will design learning centers to differentiate for students based on interest, ability and/or learning preferences.


## FINANCIAL IMPLICATIONS

The estimated total expenditure for this agreement is $\$ 575$ funded by school site Title I.

## STAFF RECOMMENDATION

Approval of Income Agreement No. 10000488 with Orange County Superintendent of Schools.
PREPARED BY: Stacy Yogi, Executive Director, State and Federal Programs

APPROVED BY: Gregory Merwin, Associate Superintendent, Education and Support Services

## CAPISTRANO UNIFIED SCHOOL DISTRICT

INCOME AGREEMENT

This AGREEMENT is hereby entered into this 10th day of December, 2021, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:
1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work, and SUPERINTENDENT hereby agrees to perform said work in the "Service Proposal", which is attached hereto as Exhibit "A" and incorporated herein by reference for the Division of Educational Services.
2.0 TERM. This AGREEMENT shall commence on January 11, 2022 and end on March 15, 2022, subject to termination as set forth in this AGREEMENT.
3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT a total sum not to exceed Five hundred seventy-five dollars (\$575.00). Payment shall be at the rates as described in Exhibit "A", "Service Proposal", which is attached hereto and incorporated by reference herein. Payment shall be mailed to: Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626-9050, Attention: Accounting Manager, or at such other place as SUPERINTENDENT may designate in writing.
4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for any costs or expenses paid or incurred by SUPERINTENDENT in performing services for DISTRICT, except as follows: N/A.
5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Reimbursement for printed materials is included in total dollar amounts.
6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which

DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. SUPERINTENDENT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. SUPERINTENDENT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to SUPERINTENDENT'S employees.
7.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that all matters produced under this AGREEMENT shall become the property of SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express written permission. SUPERINTENDENT 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 matter in the name of the SUPERINTENDENT.
8.0 HOLD HARMLESS.
A. SUPERINTENDENT agrees to and does hereby indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of education during the period of this AGREEMENT.
B. DISTRICT agrees to and does hereby indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of its Governing Board, employees, agents or officers of DISTRICT during the period of this AGREEMENT.
9.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this AGREEMENT shall not be assigned by SUPERINTENDENT without prior written approval of DISTRICT.
10.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.
11.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason with the giving of thirty (30) days written notice to the other party. DISTRICT shall compensate SUPERINTENDENT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by SUPERINTENDENT. Notice shall be deemed given when received by the SUPERINTENDENT or DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.
12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they 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, or sex of such persons.
13.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Capistrano Unified School District 33122 Valle Road
San Juan Capistrano, California 92675
Attn: Stacy Yogi, Executive Director
SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050

Costa Mesa, California 92628-9050
Attn: Patricia McCaughey
14.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Page 5
15.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.
17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT .

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED ORANGE COUNTY SUPERINTENDENT SCHOOL DISTRICT

BY:
Authorized Signature OF SCHOOLS

BY:


PRINT NAME: Patricia McCaughey TITLE : Executive Director, State and Federal Programs Administrator

DATE: $\qquad$ DATE: $\qquad$

## EXHIBIT "A"

## Orange County Department of Education

Educational Services Division
Service Proposal
Capistrano Unified School District
33122 Valle Road
ORANGE COUNTY
DEPARTMENT OF
EDUGATION
200 KALMUS ORIVE
P.O. BOX 9050
COSTAMESA, C^
$92628-9050$
(714) $966-4000$
FAX (774) $132-1916$
www.ocdeus

AL MIJARES, Ph.D. Gounty Suparintendent of Schools

San Juan Capistrano, California 92675 FOR
T0: Jackie Campbell, Principal
Kinoshita Elementary School 2 Via Positiva
San Juan Capistrano, CA 9267 (949) 489-2131
from: Julie Hull
Orange County Dept of Ed
200 Kalmus Dr
Costa Mesa CA 92627
714-966-4328
DATE OF PROPOSAL: 10/25/21
PURPOSE: PD on Strategies: Depth \& Complexity \& Learning Centers
AUDIENCE: elementary teachers
ESTIMATED NUMBER OF PARTICIPANTS: 25
LCAP PRIORITIES ADDRESSED:

| Conditions of Learning | Pupil Outcomes | Engagement |
| :--- | :--- | :--- |
| $\square$ Basic Services | $\square$ Pupil Achievement |  |
| $\square$ | $\square$ Parental Involvement |  |
| $\square$ | Implementation of |  |
| State Content Standards |  |  |$) \quad \square$ Other Pupil Outcomes | Pupil Engagement |
| :--- |
| $\square$ Course Access |


| Multi-Tiered System of Support |  |  |
| :---: | :---: | :---: |
| Inclusive Acardenic instruction $\square$ | Inclusive Bohavior Instruction | Inclusive Social-Emationat Instruction |
| - Identify a comptehensive assessment system | - Identily a comprchensive assessinent system | - Identify a comprehenslve assessment systent |
| - Create and utilize teams | - Create and utitite toams | - Create and utilize teams |
| - Provide unlversal academic supports | - Provide unlversal behavior suppoits | - Provide unlversal social emotional supports |
| - Provide supptomental interventionk and supports | - Provido supplemental interventions and supports | - Provide supplemental interventions and supports |
| Provide intensifiod interventions ind supporls | - Provide intensified interventions and supports | - Provide comprehensive social emotional |
| - Develop guddeline to implement surniculum wath unlversal decign for boandigg (UOA) | - Provide compreliensive behavior supports | development supports |



NUMBER OF DAYS: 3, one hour sessions
PROPOSED TRAINING DATES: $1 / 11 / 22,2 / 8 / 22,3 / 15 / 22$
LOCATION: Kinoshita Elementary School;2 Via Positiva, San Juan Capistrano, CA 92675
GOAL (S):
Educators will learn high yield strategies that can be used in tandem with grade level content to increase critical and creative thinking for all students.

## EXPECTED MEASURABLE OUTCOME (S):

Educators will plan lessons that use the thinking prompts in tandem with their grade level standards.
Educators will design learning centers to differentiate for students based on interest, ability and / or learning preferences.

## RESEARCH CITATION:

According to the National Association for Gifted Children, "Separate studies conducted during the last few decades have demonstrated both the need for and the benefits of gifted education programs. Of special interest are the documented benefits that occur for all children when gifted education strategies and programs are extended to other students, as well."

ESTIMATED SERVICE COST: (\# of Days x Rate) 3 hours
TOTAL: \$ 450.00

| Time | Amount |
| :---: | :---: |
| Hourly | $\$ 150 /$ hr per Consultant |

ESTIMATED MATERIALS COST: (Books, Printed Materials if OCDE printed) $\$ 125.00$
ESTIMATED TOTAL COST: SERVICE + MATERIALS $=\$ 575.00$
DETAILS:
3, 1 hour sessions will be provided at the school site.

## For Client Use: When this proposal is accepted, OCDE will create a contract for services.

PROPOSAL ACCEPTED


Authorized Signature


## CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT

To: Board of Trustees
From: Gregory Merwin, Associate Superintendent, Education and Support Services
Prepared By: David Stewart, Assistant Superintendent, School Leadership and Instruction, Elementary

Date: January 19, 2022
Board Item: Irvine Ranch Outdoor Education Center, 2021-2022 Academic Agreement

## HISTORY

This is an annual item. Staff brings outdoor science school contracts to the Board 2 times a year. Irvine Ranch Outdoor Education Center (IROEC) program provides engaging outdoor education overnight field trip experiences for schools and districts in Southern California.

## BACKGROUND INFORMATION

District schools routinely participate in IROEC educational overnight outdoor science camp. District students have been visiting IROEC since 2005.

## CURRENT CONSIDERATIONS

Several school sites have expressed an interest in participating in the IROEC for overnight science camp field trips for grade 5 students for the 2021-2022 school year. Schools interested in participating include Canyon Vista, Del Obispo, Truman Benedict and Clarence Lobo Elementary Schools, and Carl Hankey K-8 School. It is estimated that 370 District students will participate in the IROEC program.

## FINANCIAL IMPLICATIONS

The scheduled attendance and contracted amounts for these programs for students varies by site. The estimated total expenditure under these contracts is $\$ 118,142$ funded by gift funds from each participating school site.

## STAFF RECOMMENDATION

Approval of Irvine Ranch Outdoor Education Center, 2021-2022 Academic Agreement.
PREPARED BY: David Stewart, Assistant Superintendent, School Leadership and Instruction, Elementary

APPROVED BY: Gregory Merwin, Associate Superintendent, Education and Support Services

Irvine Ranch Outdoor Education Center
2 Irvine Park Road
Orange, CA 92869
P: (714) 923-3191 x200
Email: emilie.mobley@scouting.org

| Primary Contact | Address | Email Address | Telephone |
| :--- | :--- | :--- | :---: |
| Jenny Kenney |  | jenian13@yahoo.com | M: (949) 813-5261 |
| Additional Contacts | Role | Email Address | Telephone |
| Ami Lawrence | Billing Contact | ajlawrence@capousd.org | W: (949) 677-9347 <br> M: (949) 677-9347 |

## 2021-2022 ACADEMIC AGREEMENT

This AGREEMENT, made and entered into this date by the Orange County Council, Boy Scouts of America, dba; Irvine Ranch Outdoor Education Center, (hereinafter referred to as OCBSA and the IROEC), and a district and/or school in the state of California, (hereinafter referred to as DISTRICT), under which IROEC and DISTRICT, by virtue of Education Code 8760, for the purpose of providing the DISTRICT with programs and classes in Environmental Education, mutually agree to the following:

## 1. Enrollment

DISTRICT / SCHOOL plans to enroll an estimated minimum number of pupils at the IROEC during the 2021-2022 school year as follows:

Name of School: Truman Benedict Elementary
Scheduled Minimum Number of Students: 120
Scheduled Session Attendance: Wednesday, January 26, 2022

## 2. Guaranteed Attendance

DISTRICT agrees to provide a final count of the Minimum Number of students attending IROEC programs, no later than thirty (30) days prior to Event Date.
2.1 Additions to Minimum Number will be permitted based upon space availability.
2.2 Attendance above the scheduled minimum number of pupils must have IROEC approval in writing. Unapproved late additions are not permitted.

## Scheduled guaranteed minimum attendance: 120

## 3. Cancellation

IROEC reserves the right to change or cancel DISTRICT'S scheduled session of attendance under conditions which would make the operation of the IROEC, (see weather policy), imprudent or unsafe, such as, but not limited to; threat of fire, flood, storm, pandemic, or other natural or manmade disturbances. In such event, IROEC will make every effort to provide reasonable advance notice to DISTRICT for rescheduling or a refund of the fees and booking fee.

CANCELLATION POLICY: Notice of cancellation with a Request for a credit or refund of all or part of the cancelled reservation must be submitted in writing via email or standard mail.

## Entire Event:

- Cancellations for the entire event contract must be made no less than 6 months prior to the start date of the reservation. Cancellations made less than 6 months prior to the start date of the reservation will not be eligible for a refund.


## Individual Attendees:

- Cancellations for individual attendees cannot exceed $10 \%$ of the guaranteed number.
- Cancellations with a credit or refund request made 30 or more days prior to the start date of the reservation will be eligible to receive $100 \%$ of funds paid in excess of the non-refundable $25 \%$ deposit for individual attendees.
- Cancellations with a credit or refund request made 14-29 days prior to the reservation will be eligible to receive $50 \%$ of the funds paid in excess of the non-refundable $25 \%$ deposit.
- Cancellations made less than 14 days prior to the reservation will NOT be eligible for a credit or refund, even for weather-related concerns.

TUITION / CANCELATION INSURANCE: IROEC does not provide tuition / cancelation or camper sickness insurance. Guests are encouraged to obtain their own coverage(s) if they deem it necessary. While not endorsing any specific agency or policy, the following company and others, offer a variety of Camp Program Cancellation and Interruption Insurance options.
www.aplusplans.com

WEATHER POLICY: IROEC is an all-weather facility and runs programs $24 / 7$ all year long, rain or shine. The majority of our recreation activities can still be achieved in inclement weather, including rain. Alternative activities are employed when necessary. We encourage you to prepare for the anticipated weather conditions during your reservation date(s) and to communicate this information to your event participants.

EXTREME CONDITIONS: The safety of our guests and staff is our top priority and we will only run programs when it is safe to do so. In the event of fire, flood, or extreme weather conditions, the IROEC may elect to close an area(s) for safety reasons. The decision to close and the duration of such a closure is at the sole discretion of the IROEC. If such a closure makes it impossible for you to complete a scheduled activity, the IROEC will provide alternative activities as a replacement or adjust the scheduled activities for the time period affected.

## 4. Deposit and Final Payment

DISTRICT agrees to a non-refundable deposit of $25 \%$ with the IROEC to confirm the scheduled session of attendance within 14 days of receiving your event contract. Once a reservation is made, a deposit applied, and contract signed, your space in camp is secured. This deposit is, therefore, non-refundable but will be included as payment towards the final invoice. All reservations are considered tentative until a deposit is applied and a signed contract is received.

We request that you initially reserve only the number of spaces you can guarantee to fill at the time of the reservation. We are more than happy to assist you with additions after the initial reservation, but decreases are not permitted. A second payment of $25 \%$ is due 3 months prior to the event start date. A guaranteed participant count is due 30 days prior to the group's arrival date to facilitate meals and staffing. Final payment or any outstanding balance is due 14 days prior to the group's arrival date. The IROEC accepts payment via check or credit card. Cash will not be accepted. Please make checks payable to IROEC / OCBSA.

> Payment address only: Orange County Council, Inc. Attn: IROEC Operations
> 2 Irvine Park Rd.
> Orange, CA 92869

## Payment Schedule:

- First Payment ( $25 \%$ ) - non-refundable: Due within 14 days of receiving contract.
- Second Payment (25\%): Due 3 months prior to event start date.
- Final Payment: Due 14 days prior to event start date.


## 5. Costs -Students

For each scheduled session of attendance, DISTRICT will pay IROEC:

[^7]Event \#: 46902-1

| Program | Outdoor Science School | Leadership Camp |
| :---: | :---: | :---: |
| 5-Day / 4-Night | $\$ 559.00$ per student | $\$ 559.00$ per student |
| 3-Day / 2-Night | $\$ 349.00$ per student | $\$ 349.00$ per student |

The per student fee includes rental space of the IROEC for purposes of conducting the DISTRICT'S program and classes, all necessary program supplies \& materials, meal service for students and adult supervision, facilities, and the professional services of the IROEC academic and program staff. Pricing is subject to change.

## Additional Fees:

- IROEC provided chaperones: $\$ 400.00$ per night per bunkhouse ( 2 chaperones per bunkhouse)
- LVN: $\$ 49.85$ per hour
- EMT: $\$ 42.00$ per hour
- Guest meals: $\$ 9$ breakfast, $\$ 10$ lunch, $\$ 12$ dinner


## 6. Insurance

Coverage shall be as follows:
7.1 DISTRICT shall hold harmless, defend and indemnify the Boy Scouts of America, the Orange County Council, Boy Scouts of America and the Irvine Ranch Outdoor Education Center and their officers, agents, employees, and volunteers from any and all claims for damage resulting from acts or omissions of DISTRICTS, its officers, agents, employees, and students with respect to the IROEC.
7.2 The IROEC shall in turn, hold harmless, defend and indemnify the DISTRICT and their officers, agents and employees from any and all claims for damage resulting from acts or omissions of the IROEC, its officers, agents, employees, and volunteers with respect to the DISTRICT.
7.3 DISTRICT agrees to provide a certificate of insurance (COI) for the following: Commercial General Liability of $\$ 1,000,000$ each occurrence, $\$ 2,000,000$ Aggregate. It must name Boy Scouts of America and Orange County Council as additional insured.
Under "Description of Events" the information must include the user, date/s and name of event, as well as the facility location.
Under "Certificate Holder" it must read: Orange County Council, Boy Scouts of America, 2 Irvine Park Rd., Orange, CA 92869.

The original Certificate of Insurance should be sent via-email to Events@IROEC.org or mailed to Irvine Ranch Outdoor Education Center, 2 Irvine Park Road, Orange, CA 92869.

## 7. Camp Meals and Dietary Restrictions

User groups MUST communicate the dietary needs of the participants no less than fourteen (14) days prior to arrival. The IROEC is a nut-safe kitchen with a no- fish menu. We provide vegetarian options, but are unable to guarantee gluten-free, non-dairy, sugar free, or vegan meals. There is always a wide variety of food options at every meal. All groups must arrive at the start of meal time to be guaranteed meal service. Meals are served promptly at 8:00am, 12:00pm, and 5:30pm.

Please review our dietary guidelines and allergen guide if you have any questions regarding food restrictions. If you do have a dietary concern that we are unable to accommodate please follow the instructions on the dietary guidelines for supplying your own meals.

There is no reimbursement for missed meals or head-count discrepancies. Groups will be charged if there are additional guests during meal time.

## 8. District's Obligations

The DISTRICT will provide staff or volunteers for student supervision while at the IROEC. The recommended ratio of adults to students is a $1: 35$ with a minimum of two adults.

DISTRICT further acknowledges that all attending participants meet the California Health \& Safety Code (Division 105, Part 2, Chapter 1, Sections 120325-120380, Title 17) with regard to required immunizations.

The DISTRICT shall provide exclusive supervision daily during "Teacher Time", (usually the one hour immediately after lunch and dinner). Recreational activities and equipment will be provided by the IROEC.

[^8]Event \#: 46902-1

The DISTRICT shall provide overnight chaperones for the bunkhouses. The requirement is two chaperones of the same gender per bunkhouse. See section 10.

The DISTRICT shall confirm that all participants complete and provide the Health \& Medical Form AB which includes health history, allergies/medications (for identification, storage and dispensing of participant medications and supplements)., and immunizations. The Health \& Medical Form AB also includes the informed consent, release agreement, and authorization. All health and medical records are submitted through Camp Doc. See section 9.

The DISTRICT shall confirm that the school attending provides completed Bunkhouse \& Trail Group forms to the IROEC at least thirty (30) days prior to arrival.

## 9. Health Services

Per California Code of Regulations for organized camps as well as Boy Scouts of America and American Camp Association standards the IROEC will provide a designated Health Supervisor and on call physician/nurse. The DISTRICT can upgrade to an EMT or LVN at an additional cost which will be contracted through Maxim Healthcare Services or similar. The DISTRICT can also choose to provide their own medical staff as necessary.

- LVN: $\$ 49.85$ per hour
- EMT: $\$ 42.00$ per hour


## CampDoc

CampDoc is an online system to collect all health records, waivers and student forms. It was designed by camp doctors, nurses and directors, to provide a secure, easy-to-use web-based solution that manages health forms, allergies, medications and illness/injury tracking for camps. CampDoc.com provides camp health staff instant access to vital medical information, decreases the time and energy spent during initial camper check-in, reduce risk and liability, and helps keep safety in the forefront of camp operations. DISTRICT will utilize CampDoc to ensure all participants (students, teachers, chaperones) have a completed profile.

## 10. Chaperones

Each school will need provide their own overnight chaperones for outdoor science school in the bunkhouses. The requirement is two chaperones of the same gender per bunkhouse. Teachers and chaperones will need to comply with all DISTRICT youth protection guidelines. We recommend alongside the school district recommendations that each chaperone take the Boy Scouts of America Youth Protection Training. More information can be found at the following website: https://www.scouting.org/training/youth-protection/.

In the case that the school cannot provide chaperones, the IROEC can provide chaperones at the follow cost:

- IROEC Chaperones: $\$ 400.00$ per night per bunkhouse (2 chaperones per bunkhouse)


## 11. Damages, Cleaning \& Liability (Policy \& Fees)

DISTRICT will be responsible for any and all damages to IROEC property, which may reasonably be attributed to the actions of the attending DISTRICT.

Due to the wide range of possible damage, cleaning and other risk exposure created by event participants utilizing IROEC activity areas, meeting space and lodging, a minimum FLAT-FEE of $\$ 500.00$ has been established to clean, recover and/or repair as needed.

The $\$ 500.00$ FLAT-FEE will be applied for ANY damage, decoration violation, unauthorized alcohol use, smoking, graffiti, property loss or theft, any insurance liability risk or other such condition that could be defined as a material loss.

This fee can easily increase depending on the specific nature of the damage, violation or risk presented by the involved participant(s). In such an instance, the matter would be handled on a case-by-case basis.

## 12. Rules and Regulations

DISTRICT will abide by the rules and regulations established by the IROEC for all programs and operations, to and
including the IROEC established Code of Conduct \& Discipline Policy.
ALCOHOL USE: Alcohol is NOT PERMITTED at the Irvine Ranch Outdoor Education Center. Violation of this policy by any participant of any event creates an unacceptable liability risk. Your event may be subject to immediate cancellation without refund and may include policy violation fees*.

SMOKING/VAPING: Smoking, vaping, illicit drug use including marijuana, are strictly prohibited on the entire property. Guests found smoking or vaping in ANY area of camp, present an unacceptable hazard and fire risk. Your event may be subject to immediate cancellation without refund and may include policy violation fees*.

ANIMALS: Dogs or any other animals are not allowed at the IROEC. Please notify the office if any participants have a registered service animal.

FURNITURE: Bunk beds, common room sofas, picnic tables, etc. are not to be moved or relocated without the express consent of the IROEC. If permitted, please ask IROEC staff to assist. The same damage and cleaning standards apply and are to be observed for furniture as apply to the rest of the IROEC facilities.

LOST \& FOUND: Due to the high volume of IROEC participants, we cannot hold lost \& found items longer than seven (7) days. All lost items of significant material value, (cameras, cell-phones, wallets, glasses, keys, etc.), are kept locked up. Items such as towels, sweatshirts and sleeping bags and placed in the lost \& found bin located outside the dining hall. Every attempt to contact the owner(s) of lost items will be made, subject to being able to identify said owners. Items left unclaimed after seven (7) days will be discarded or donated to charitable organizations.

## 13. Certification

IROEC ensures that all IROEC officers, agents, and employees related to the event referenced above have undergone criminal and sex-offender background checks and have extensive national youth-protection training.

## 14. Multi-use Facility

The IROEC is a multi-use facility. As such, the following areas are considered shared-space and may be open and available for several user groups at the same time: the main Dining Hall, First American Field, Aquatics Center, Adventure Hill, and the Amphitheater. Exceptions to multiple group use will be handled via a separate Exclusive Use Agreement.

## 15. Hold Harmless, Release and Indemnification

I, the undersigned, understand that use of facilities at the Irvine Ranch Outdoor Education Center, (IROEC), owned and operated by the Orange County Council of the Boy Scouts of America, involves a certain degree of risk that could result in injury or death.

In consideration of the benefits to be derived, and after carefully considering these risks, and in view of the fact that the OCBSA is a non-profit organization, I, the undersigned, understand that the IROEC is a multi-use facility. As such, the following areas are considered shared-space and may be open and available for several user groups at the same time: the main Dining Hall, the First American Field, the Aquatics Center and the Amphitheater. Exceptions to multiple group use will be handled via a separate Exclusive Use Agreement.

I, the undersigned, and on behalf of myself and any and all individuals and/or organizations with which I may be associated or who may attend and/or participate in events referenced in this document, assume any and all risk and any and all derivative claimants understand and hereby agree to hold the IROEC and the OCBSA and their officers, board members, employees, heirs, successors and assigns, free and harmless from any and all claims and causes of action. Be it in nature of personal injury or otherwise by reason of the undersigned's use of the premises and facilities, including but not limited to; picnic areas, shelters, campgrounds, etc ... located at 2 Irvine Park Road - Orange, CA 92869.

In signing this Event Agreement and Hold Harmless clause, the undersigned acknowledges that he/she has carefully read and understood the entire agreement. Furthermore, the undersigned understands that he/she is waiving any rights to file a lawsuit or initiate a claim procedure in respect to recovery for any personal injuries, property damage or losses sustained by the undersigned or any minor child under the undersigns care and/or control. The undersigned further accepts and understands that this agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
*If signing for a group, corporation, or other entity, I hereby acknowledge that I have authority to do so.
FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND HEREBY VOLUNTARILY SIGN THIS AGREEMENT, WAIVER, RELEASE \& HOLD HARMLESS DOCUMENT.

Terms of this AGREEMENT may only by modified in writing, by mutual agreement of both parties.

APPROVED FOR THE GOVERNING BOARD
OF THE DISTRICT

By (Print Name)

Title
** eSignature Requested on 10/01/2021 **
Signature

Date

APPROVED FOR THE IRVINE RANCH OUTDOOR EDUCATION CENTER

Michael Oehmke
Name (Print Name)
Director of Outdoor Adventures


10/01/2021
Date

Please eSign this form or send via email to: Events@iroec.org

In order to confirm your reserved date, the IROEC must receive a deposit within fourteen (14) business days of final Event Contract received.

Payment address only:
Orange County Council, Inc.
Attn: IROEC Operations
2 Irvine Park Road
Orange, CA 92869

Irvine Ranch Outdoor Education Center
2 Irvine Park Road
Orange, CA 92869
P: (714) 923-3191 x200
Email: emilie.mobley@scouting.org

| Primary Contact | Address | Email Address | Telephone |
| :--- | :--- | :--- | :---: |
| Jeana Dagley <br> Canyon Vista Elementary School <br> (Capistrano Unified School District) | 27800 Oak View Drive <br> Aliso Viejo, CA 92656 | jmdagley@capousd.org | W: (949) 234-5941 |
| Additional Contacts | Role | Email Address | Telephone |
| Linda Jakovich <br> Capistrano Unified School District |  | LMJakovich@capousd.org | W: (949) 234-9410 |

## 2021-2022 ACADEMIC AGREEMENT

This AGREEMENT, made and entered into this date by the Orange County Council, Boy Scouts of America, dba; Irvine Ranch Outdoor Education Center, (hereinafter referred to as OCBSA and the IROEC), and a district and/or school in the state of California, (hereinafter referred to as DISTRICT), under which IROEC and DISTRICT, by virtue of Education Code 8760, for the purpose of providing the DISTRICT with programs and classes in Environmental Education, mutually agree to the following:

## 1. Enrollment

DISTRICT / SCHOOL plans to enroll an estimated minimum number of pupils at the IROEC during the 2021-2022 school year as follows:

Name of School: Canyon Vista Elementary School
Scheduled Minimum Number of Students: 75
Scheduled Session Attendance: Monday, March 21, 2022

## 2. Guaranteed Attendance

DISTRICT agrees to provide a final count of the Minimum Number of students attending IROEC programs, no later than thirty (30) days prior to Event Date.
2.1 Additions to Minimum Number will be permitted based upon space availability.
2.2 Attendance above the scheduled minimum number of pupils must have IROEC approval in writing. Unapproved late additions are not permitted.

## Scheduled guaranteed minimum attendance: 75

## 3. Cancellation

IROEC reserves the right to change or cancel DISTRICT'S scheduled session of attendance under conditions which would make the operation of the IROEC, (see weather policy), imprudent or unsafe, such as, but not limited to; threat of fire, flood, storm, pandemic, or other natural or manmade disturbances. In such event, IROEC will make every effort to provide reasonable advance notice to DISTRICT for rescheduling or a refund of the fees and booking fee.

CANCELLATION POLICY: Notice of cancellation with a Request for a credit or refund of all or part of the cancelled reservation must be submitted in writing via email or standard mail.

## Entire Event:

- Cancellations for the entire event contract must be made no less than 6 months prior to the start date of the reservation. Cancellations made less than 6 months prior to the start date of the reservation will not be eligible for a refund.
Individual Attendees:
- Cancellations for individual attendees cannot exceed $10 \%$ of the guaranteed number.
- Cancellations with a credit or refund request made 30 or more days prior to the start date of the reservation will be eligible to receive $100 \%$ of funds paid in excess of the non-refundable $25 \%$ deposit for individual attendees.
- Cancellations with a credit or refund request made 14-29 days prior to the reservation will be eligible to receive $50 \%$ of the funds paid in excess of the non-refundable $25 \%$ deposit.
- Cancellations made less than 14 days prior to the reservation will NOT be eligible for a credit or refund, even for weather-related concerns.

TUITION / CANCELATION INSURANCE: IROEC does not provide tuition / cancelation or camper sickness insurance. Guests are encouraged to obtain their own coverage(s) if they deem it necessary. While not endorsing any specific agency or policy, the following company and others, offer a variety of Camp Program Cancellation and Interruption Insurance options.
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EXTREME CONDITIONS: The safety of our guests and staff is our top priority and we will only run programs when it is safe to do so. In the event of fire, flood, or extreme weather conditions, the IROEC may elect to close an area(s) for safety reasons. The decision to close and the duration of such a closure is at the sole discretion of the IROEC. If such a closure makes it impossible for you to complete a scheduled activity, the IROEC will provide alternative activities as a replacement or adjust the scheduled activities for the time period affected.

## 4. Deposit and Final Payment

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> Orange, CA 92869

## Payment Schedule:

- First Payment $(25 \%)$ - non-refundable: Due within 14 days of receiving contract.
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- Final Payment: Due 14 days prior to event start date.


## 5. Costs -Students

Canyon Vista Elementary School-03/21/2022 (Page 2 of 6)
Event \#: 46896-1

For each scheduled session of attendance, DISTRICT will pay IROEC:

| Program | Outdoor Science School | Leadership Camp |
| :---: | :---: | :---: |
| 5-Day / 4-Night | $\$ 559.00$ per student | $\$ 559.00$ per student |
| 3-Day / 2-Night | $\$ 349.00$ per student | $\$ 349.00$ per student |

The per student fee includes rental space of the IROEC for purposes of conducting the DISTRICT'S program and classes, all necessary program supplies \& materials, meal service for students and adult supervision, facilities, and the professional services of the IROEC academic and program staff. Pricing is subject to change.

## Additional Fees:

- IROEC provided chaperones: $\$ 400.00$ per night per bunkhouse ( 2 chaperones per bunkhouse)
- LVN: $\$ 49.85$ per hour
- EMT: $\$ 42.00$ per hour
- Guest meals: $\$ 9$ breakfast, $\$ 10$ lunch, $\$ 12$ dinner


## 6. Insurance

Coverage shall be as follows:
6.1 DISTRICT shall hold harmless, defend and indemnify the Boy Scouts of America, the Orange County Council, Boy Scouts of America and the Irvine Ranch Outdoor Education Center and their officers, agents, employees, and volunteers from any and all claims for damage resulting from acts or omissions of DISTRICTS, its officers, agents, employees, and students with respect to the IROEC.
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6.3 DISTRICT agrees to provide a certificate of insurance (COI) for the following: Commercial General Liability of $\$ 1,000,000$ each occurrence, $\$ 2,000,000$ Aggregate. It must name Boy Scouts of America and Orange County Council as additional insured.
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There is no reimbursement for missed meals or head-count discrepancies. Groups will be charged if there are additional guests during meal time.

## 8. District's Obligations

The DISTRICT will provide staff or volunteers for student supervision while at the IROEC. The recommended ratio of adults to students is a 1:35 with a minimum of two adults.

DISTRICT further acknowledges that all attending participants meet the California Health \& Safety Code (Division 105, Part 2, Chapter 1, Sections 120325-120380, Title 17) with regard to required immunizations.

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- IROEC Chaperones: $\$ 400.00$ per night per bunkhouse (2 chaperones per bunkhouse)


## 11. Damages, Cleaning \& Liability (Policy \& Fees)

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This fee can easily increase depending on the specific nature of the damage, violation or risk presented by the involved participant(s). In such an instance, the matter would be handled on a case-by-case basis.

## 12. Rules and Regulations

Canyon Vista Elementary School-03/21/2022 (Page 4 of 6)
Event \#: 46896-1

DISTRICT will abide by the rules and regulations established by the IROEC for all programs and operations, to and including the IROEC established Code of Conduct \& Discipline Policy.

ALCOHOL USE: Alcohol is NOT PERMITTED at the Irvine Ranch Outdoor Education Center. Violation of this policy by any participant of any event creates an unacceptable liability risk. Your event may be subject to immediate cancellation without refund and may include policy violation fees*.

SMOKING/VAPING: Smoking, vaping, illicit drug use including marijuana, are strictly prohibited on the entire property. Guests found smoking or vaping in ANY area of camp, present an unacceptable hazard and fire risk. Your event may be subject to immediate cancellation without refund and may include policy violation fees*.

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FURNITURE: Bunk beds, common room sofas, picnic tables, etc. are not to be moved or relocated without the express consent of the IROEC. If permitted, please ask IROEC staff to assist. The same damage and cleaning standards apply and are to be observed for furniture as apply to the rest of the IROEC facilities.

LOST \& FOUND: Due to the high volume of IROEC participants, we cannot hold lost \& found items longer than seven (7) days. All lost items of significant material value, (cameras, cell-phones, wallets, glasses, keys, etc.), are kept locked up. Items such as towels, sweatshirts and sleeping bags and placed in the lost \& found bin located outside the dining hall. Every attempt to contact the owner(s) of lost items will be made, subject to being able to identify said owners. Items left unclaimed after seven (7) days will be discarded or donated to charitable organizations.

## 13. Certification

IROEC ensures that all IROEC officers, agents, and employees related to the event referenced above have undergone criminal and sex-offender background checks and have extensive national youth-protection training.

## 14. Multi-use Facility

The IROEC is a multi-use facility. As such, the following areas are considered shared-space and may be open and available for several user groups at the same time: the main Dining Hall, First American Field, Aquatics Center, Adventure Hill, and the Amphitheater. Exceptions to multiple group use will be handled via a separate Exclusive Use Agreement.

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I, the undersigned, understand that use of facilities at the Irvine Ranch Outdoor Education Center, (IROEC), owned and operated by the Orange County Council of the Boy Scouts of America, involves a certain degree of risk that could result in injury or death.

In consideration of the benefits to be derived, and after carefully considering these risks, and in view of the fact that the OCBSA is a non-profit organization, I , the undersigned, understand that the IROEC is a multi-use facility. As such, the following areas are considered shared-space and may be open and available for several user groups at the same time: the main Dining Hall, the First American Field, the Aquatics Center and the Amphitheater. Exceptions to multiple group use will be handled via a separate Exclusive Use Agreement.

I, the undersigned, and on behalf of myself and any and all individuals and/or organizations with which I may be associated or who may attend and/or participate in events referenced in this document, assume any and all risk and any and all derivative claimants understand and hereby agree to hold the IROEC and the OCBSA and their officers, board members, employees, heirs, successors and assigns, free and harmless from any and all claims and causes of action. Be it in nature of personal injury or otherwise by reason of the undersigned's use of the premises and facilities, including but not limited to; picnic areas, shelters, campgrounds, etc ... located at 2 Irvine Park Road - Orange, CA 92869.

In signing this Event Agreement and Hold Harmless clause, the undersigned acknowledges that he/she has carefully read and understood the entire agreement. Furthermore, the undersigned understands that he/she is waiving any rights to file a lawsuit or initiate a claim procedure in respect to recovery for any personal injuries, property damage or losses sustained by the undersigned or any minor child under the undersigns care and/or control. The undersigned further accepts and
understands that this agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
*If signing for a group, corporation, or other entity, I hereby acknowledge that I have authority to do so.
FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND HEREBY VOLUNTARILY SIGN THIS AGREEMENT, WAIVER, RELEASE \& HOLD HARMLESS DOCUMENT.

Terms of this AGREEMENT may only by modified in writing, by mutual agreement of both parties.

APPROVED FOR THE GOVERNING BOARD OF THE DISTRICT

By (Print Name)

Title
** Electronically Signed by Brad Shearer on 12/02/2021 **
Signature

## Date

## APPROVED FOR THE IRVINE RANCH OUTDOOR EDUCATION CENTER

Denovan Lino
Name (Print Name)
Chief Operating Officer
Title


Signature
12/01/2021
Date

Please eSign this form or send via email to: Events@iroec.org

In order to confirm your reserved date, the IROEC must receive a deposit within fourteen (14) business days of final Event Contract received.

Payment address only: Orange County Council, Inc.

Attn: IROEC Operations
2 Irvine Park Road
Orange, CA 92869

Irvine Ranch Outdoor Education Center
2 Irvine Park Road
Orange, CA 92869
P: (714) 923-3191 x200
Email: emilie.mobley@scouting.org

| Primary Contact | Address | Email Address | Telephone |
| :--- | :--- | :--- | :---: |
| Julie Lohmeier <br> Carl Hankey Elementary | 27252 Nubles <br> Mission Viejo, CA 92692 | jjlohmeier@capousd.org | W: (949) 234-5315 |
| Additional Contacts | Role | Email Address | Telephone |
| Dana Aguilera <br> Carl Hankey Elementary |  | deaguilera@capousd.org | W: (949) 234-5315 <br> F: (949) 347-0536 |
| Mardi Quinn <br> Carl Hankey Elementary |  | msquinn@capousd.org | M: (949) 234-5315 |

## 2021-2022 ACADEMIC AGREEMENT

This AGREEMENT, made and entered into this date by the Orange County Council, Boy Scouts of America, dba; Irvine Ranch Outdoor Education Center, (hereinafter referred to as OCBSA and the IROEC), and a district and/or school in the state of California, (hereinafter referred to as DISTRICT), under which IROEC and DISTRICT, by virtue of Education Code 8760, for the purpose of providing the DISTRICT with programs and classes in Environmental Education, mutually agree to the following:

## 1. Enrollment

DISTRICT / SCHOOL plans to enroll an estimated minimum number of pupils at the IROEC during the 2021-2022 school year as follows:

Name of School: Carl Hankey Elementary
Scheduled Minimum Number of Students: 40
Scheduled Session Attendance: Monday, March 7, 2022

## 2. Guaranteed Attendance

DISTRICT agrees to provide a final count of the Minimum Number of students attending IROEC programs, no later than thirty (30) days prior to Event Date.
2.1 Additions to Minimum Number will be permitted based upon space availability.
2.2 Attendance above the scheduled minimum number of pupils must have IROEC approval in writing. Unapproved late additions are not permitted.

## Scheduled guaranteed minimum attendance: $\mathbf{4 0}$

## 3. Cancellation

IROEC reserves the right to change or cancel DISTRICT'S scheduled session of attendance under conditions which would make the operation of the IROEC, (see weather policy), imprudent or unsafe, such as, but not limited to; threat of fire, flood, storm, pandemic, or other natural or manmade disturbances. In such event, IROEC will make every effort to provide reasonable advance notice to DISTRICT for rescheduling or a refund of the fees and booking fee.

CANCELLATION POLICY: Notice of cancellation with a Request for a credit or refund of all or part of the cancelled reservation must be submitted in writing via email or standard mail.

## Entire Event:

- Cancellations for the entire event contract must be made no less than 6 months prior to the start date of the reservation. Cancellations made less than 6 months prior to the start date of the reservation will not be eligible for a refund.


## Individual Attendees:

- Cancellations for individual attendees cannot exceed $10 \%$ of the guaranteed number.
- Cancellations with a credit or refund request made 30 or more days prior to the start date of the reservation will be eligible to receive $100 \%$ of funds paid in excess of the non-refundable $25 \%$ deposit for individual attendees.
- Cancellations with a credit or refund request made 14-29 days prior to the reservation will be eligible to receive $50 \%$ of the funds paid in excess of the non-refundable $25 \%$ deposit.
- Cancellations made less than 14 days prior to the reservation will NOT be eligible for a credit or refund, even for weather-related concerns.

TUITION / CANCELATION INSURANCE: IROEC does not provide tuition / cancelation or camper sickness insurance. Guests are encouraged to obtain their own coverage(s) if they deem it necessary. While not endorsing any specific agency or policy, the following company and others, offer a variety of Camp Program Cancellation and Interruption Insurance options.
www.aplusplans.com

WEATHER POLICY: IROEC is an all-weather facility and runs programs $24 / 7$ all year long, rain or shine. The majority of our recreation activities can still be achieved in inclement weather, including rain. Alternative activities are employed when necessary. We encourage you to prepare for the anticipated weather conditions during your reservation date(s) and to communicate this information to your event participants.

EXTREME CONDITIONS: The safety of our guests and staff is our top priority and we will only run programs when it is safe to do so. In the event of fire, flood, or extreme weather conditions, the IROEC may elect to close an area(s) for safety reasons. The decision to close and the duration of such a closure is at the sole discretion of the IROEC. If such a closure makes it impossible for you to complete a scheduled activity, the IROEC will provide alternative activities as a replacement or adjust the scheduled activities for the time period affected.

## 4. Deposit and Final Payment

DISTRICT agrees to a non-refundable deposit of $25 \%$ with the IROEC to confirm the scheduled session of attendance within 14 days of receiving your event contract. Once a reservation is made, a deposit applied, and contract signed, your space in camp is secured. This deposit is, therefore, non-refundable but will be included as payment towards the final invoice. All reservations are considered tentative until a deposit is applied and a signed contract is received.

We request that you initially reserve only the number of spaces you can guarantee to fill at the time of the reservation. We are more than happy to assist you with additions after the initial reservation, but decreases are not permitted. A second payment of $25 \%$ is due 3 months prior to the event start date. A guaranteed participant count is due 30 days prior to the group's arrival date to facilitate meals and staffing. Final payment or any outstanding balance is due 14 days prior to the group's arrival date. The IROEC accepts payment via check or credit card. Cash will not be accepted. Please make checks payable to IROEC / OCBSA.

> Payment address only:
> Orange County Council, Inc.
> Attn: IROEC Operations
> 2 Irvine Park Rd.
> Orange, CA 92869

## Payment Schedule:

- First Payment ( $25 \%$ ) - non-refundable: Due within 14 days of receiving contract.
- Second Payment (25\%): Due 3 months prior to event start date.
- Final Payment: Due 14 days prior to event start date.


## 5. Costs -Students

Carl Hankey Elementary - 03/07/2022 (Page 2 of 6)
Event \#: 47126-1

For each scheduled session of attendance, DISTRICT will pay IROEC:

| Program | Outdoor Science School | Leadership Camp |
| :---: | :---: | :---: |
| 5-Day / 4-Night | $\$ 559.00$ per student | $\$ 559.00$ per student |
| 3-Day / 2-Night | $\$ 349.00$ per student | $\$ 349.00$ per student |

The per student fee includes rental space of the IROEC for purposes of conducting the DISTRICT'S program and classes, all necessary program supplies \& materials, meal service for students and adult supervision, facilities, and the professional services of the IROEC academic and program staff. Pricing is subject to change.

## Additional Fees:

- IROEC provided chaperones: $\$ 400.00$ per night per bunkhouse ( 2 chaperones per bunkhouse)
- LVN: $\$ 49.85$ per hour
- EMT: $\$ 42.00$ per hour
- Guest meals: $\$ 9$ breakfast, $\$ 10$ lunch, $\$ 12$ dinner


## 6. Insurance

Coverage shall be as follows:
6.1 DISTRICT shall hold harmless, defend and indemnify the Boy Scouts of America, the Orange County Council, Boy Scouts of America and the Irvine Ranch Outdoor Education Center and their officers, agents, employees, and volunteers from any and all claims for damage resulting from acts or omissions of DISTRICTS, its officers, agents, employees, and students with respect to the IROEC.
6.2 The IROEC shall in turn, hold harmless, defend and indemnify the DISTRICT and their officers, agents and employees from any and all claims for damage resulting from acts or omissions of the IROEC, its officers, agents, employees, and volunteers with respect to the DISTRICT.
6.3 DISTRICT agrees to provide a certificate of insurance (COI) for the following: Commercial General Liability of $\$ 1,000,000$ each occurrence, $\$ 2,000,000$ Aggregate. It must name Boy Scouts of America and Orange County Council as additional insured.
Under "Description of Events" the information must include the user, date/s and name of event, as well as the facility location.
Under "Certificate Holder" it must read: Orange County Council, Boy Scouts of America, 2 Irvine Park Rd., Orange, CA 92869.

The original Certificate of Insurance should be sent via-email to Events@IROEC.org or mailed to Irvine Ranch Outdoor Education Center, 2 Irvine Park Road, Orange, CA 92869.

## 7. Camp Meals and Dietary Restrictions

User groups MUST communicate the dietary needs of the participants no less than fourteen (14) days prior to arrival. The IROEC is a nut-safe kitchen with a no- fish menu. We provide vegetarian options, but are unable to guarantee gluten-free, non-dairy, sugar free, or vegan meals. There is always a wide variety of food options at every meal. All groups must arrive at the start of meal time to be guaranteed meal service. Meals are served promptly at 8:00am, 12:00pm, and 5:30pm.

Please review our dietary guidelines and allergen guide if you have any questions regarding food restrictions. If you do have a dietary concern that we are unable to accommodate please follow the instructions on the dietary guidelines for supplying your own meals.

There is no reimbursement for missed meals or head-count discrepancies. Groups will be charged if there are additional guests during meal time.

## 8. District's Obligations

The DISTRICT will provide staff or volunteers for student supervision while at the IROEC. The recommended ratio of adults to students is a 1:35 with a minimum of two adults.

DISTRICT further acknowledges that all attending participants meet the California Health \& Safety Code (Division 105, Part 2, Chapter 1, Sections 120325-120380, Title 17) with regard to required immunizations.

Carl Hankey Elementary - 03/07/2022 (Page 3 of 6)
Event \#: 47126-1

The DISTRICT shall provide exclusive supervision daily during "Teacher Time", (usually the one hour immediately after lunch and dinner). Recreational activities and equipment will be provided by the IROEC.

The DISTRICT shall provide overnight chaperones for the bunkhouses. The requirement is two chaperones of the same gender per bunkhouse. See section 10.

The DISTRICT shall confirm that all participants complete and provide the Health \& Medical Form AB which includes health history, allergies/medications (for identification, storage and dispensing of participant medications and supplements)., and immunizations. The Health \& Medical Form AB also includes the informed consent, release agreement, and authorization. All health and medical records are submitted through Camp Doc. See section 9 .

The DISTRICT shall confirm that the school attending provides completed Bunkhouse \& Trail Group forms to the IROEC at least thirty (30) days prior to arrival.

## 9. Health Services

Per California Code of Regulations for organized camps as well as Boy Scouts of America and American Camp Association standards the IROEC will provide a designated Health Supervisor and on call physician/nurse. The DISTRICT can upgrade to an EMT or LVN at an additional cost which will be contracted through Maxim Healthcare Services or similar. The DISTRICT can also choose to provide their own medical staff as necessary.

- LVN: $\$ 49.85$ per hour
- EMT: $\$ 42.00$ per hour


## CampDoc

CampDoc is an online system to collect all health records, waivers and student forms. It was designed by camp doctors, nurses and directors, to provide a secure, easy-to-use web-based solution that manages health forms, allergies, medications and illness/injury tracking for camps. CampDoc.com provides camp health staff instant access to vital medical information, decreases the time and energy spent during initial camper check-in, reduce risk and liability, and helps keep safety in the forefront of camp operations. DISTRICT will utilize CampDoc to ensure all participants (students, teachers, chaperones) have a completed profile.

## 10. Chaperones

Each school will need provide their own overnight chaperones for outdoor science school in the bunkhouses. The requirement is two chaperones of the same gender per bunkhouse. Teachers and chaperones will need to comply with all DISTRICT youth protection guidelines. We recommend alongside the school district recommendations that each chaperone take the Boy Scouts of America Youth Protection Training. More information can be found at the following website: https://www.scouting.org/training/youth-protection/.

In the case that the school cannot provide chaperones, the IROEC can provide chaperones at the following cost:

- IROEC Chaperones: $\$ 400.00$ per night per bunkhouse (2 chaperones per bunkhouse)


## 11. Damages, Cleaning \& Liability (Policy \& Fees)

DISTRICT will be responsible for any and all damages to IROEC property, which may reasonably be attributed to the actions of the attending DISTRICT.

Due to the wide range of possible damage, cleaning and other risk exposure created by event participants utilizing IROEC activity areas, meeting space and lodging, a minimum FLAT-FEE of $\$ 500.00$ has been established to clean, recover and/or repair as needed.

The $\$ 500.00$ FLAT-FEE will be applied for ANY damage, decoration violation, unauthorized alcohol use, smoking, graffiti, property loss or theft, any insurance liability risk or other such condition that could be defined as a material loss.

This fee can easily increase depending on the specific nature of the damage, violation or risk presented by the involved participant(s). In such an instance, the matter would be handled on a case-by-case basis.

[^9]Event \#: 47126-1

## 12. Rules and Regulations

DISTRICT will abide by the rules and regulations established by the IROEC for all programs and operations, to and including the IROEC established Code of Conduct \& Discipline Policy.

ALCOHOL USE: Alcohol is NOT PERMITTED at the Irvine Ranch Outdoor Education Center. Violation of this policy by any participant of any event creates an unacceptable liability risk. Your event may be subject to immediate cancellation without refund and may include policy violation fees*.

SMOKING/VAPING: Smoking, vaping, illicit drug use including marijuana, are strictly prohibited on the entire property. Guests found smoking or vaping in ANY area of camp, present an unacceptable hazard and fire risk. Your event may be subject to immediate cancellation without refund and may include policy violation fees*.

ANIMALS: Dogs or any other animals are not allowed at the IROEC. Please notify the office if any participants have a registered service animal.

FURNITURE: Bunk beds, common room sofas, picnic tables, etc. are not to be moved or relocated without the express consent of the IROEC. If permitted, please ask IROEC staff to assist. The same damage and cleaning standards apply and are to be observed for furniture as apply to the rest of the IROEC facilities.

LOST \& FOUND: Due to the high volume of IROEC participants, we cannot hold lost \& found items longer than seven (7) days. All lost items of significant material value, (cameras, cell-phones, wallets, glasses, keys, etc.), are kept locked up. Items such as towels, sweatshirts and sleeping bags and placed in the lost \& found bin located outside the dining hall. Every attempt to contact the owner(s) of lost items will be made, subject to being able to identify said owners. Items left unclaimed after seven (7) days will be discarded or donated to charitable organizations.

## 13. Certification

IROEC ensures that all IROEC officers, agents, and employees related to the event referenced above have undergone criminal and sex-offender background checks and have extensive national youth-protection training.

## 14. Multi-use Facility

The IROEC is a multi-use facility. As such, the following areas are considered shared-space and may be open and available for several user groups at the same time: the main Dining Hall, First American Field, Aquatics Center, Adventure Hill, and the Amphitheater. Exceptions to multiple group use will be handled via a separate Exclusive Use Agreement.

## 15. Hold Harmless, Release and Indemnification

I, the undersigned, understand that use of facilities at the Irvine Ranch Outdoor Education Center, (IROEC), owned and operated by the Orange County Council of the Boy Scouts of America, involves a certain degree of risk that could result in injury or death.

In consideration of the benefits to be derived, and after carefully considering these risks, and in view of the fact that the OCBSA is a non-profit organization, I, the undersigned, understand that the IROEC is a multi-use facility. As such, the following areas are considered shared-space and may be open and available for several user groups at the same time: the main Dining Hall, the First American Field, the Aquatics Center and the Amphitheater. Exceptions to multiple group use will be handled via a separate Exclusive Use Agreement.

I, the undersigned, and on behalf of myself and any and all individuals and/or organizations with which I may be associated or who may attend and/or participate in events referenced in this document, assume any and all risk and any and all derivative claimants understand and hereby agree to hold the IROEC and the OCBSA and their officers, board members, employees, heirs, successors and assigns, free and harmless from any and all claims and causes of action. Be it in nature of personal injury or otherwise by reason of the undersigned's use of the premises and facilities, including but not limited to; picnic areas, shelters, campgrounds, etc ... located at 2 Irvine Park Road - Orange, CA 92869.

In signing this Event Agreement and Hold Harmless clause, the undersigned acknowledges that he/she has carefully read and understood the entire agreement. Furthermore, the undersigned understands that he/she is waiving any rights to file a lawsuit or initiate a claim procedure in respect to recovery for any personal injuries, property damage or losses sustained
by the undersigned or any minor child under the undersigns care and/or control. The undersigned further accepts and understands that this agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
*If signing for a group, corporation, or other entity, I hereby acknowledge that I have authority to do so.
FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND HEREBY VOLUNTARILY SIGN THIS AGREEMENT, WAIVER, RELEASE \& HOLD HARMLESS DOCUMENT.

Terms of this AGREEMENT may only by modified in writing, by mutual agreement of both parties.

APPROVED FOR THE GOVERNING BOARD
OF THE DISTRICT


## APPROVED FOR THE IRVINE RANCH OUTDOOR EDUCATION CENTER

Denovan Lino
Name (Print Name)
Chief Operating Officer

## Title



Signature
12/06/2021

Date

Please eSign this form or send via email to: Events@iroec.org

In order to confirm your reserved date, the IROEC must receive a deposit within fourteen (14) business days of final Event Contract received.

Payment address only:
Orange County Council, Inc.
Attn: IROEC Operations
2 Irvine Park Road
Orange, CA 92869

EVENT CONTRACT: 45902-1
Irvine Ranch Outdoor Education Center
2 Irvine Park Road
Event Date: 03/16/2022-03/18/2022
Orange, CA 92869
P: (714) 923-3191 x200
Email: emilie.mobley@scouting.org

| Primary Contact | Address | Email Address | Telephone |
| :--- | :--- | :--- | :--- |
| Suzanne Heck <br> Del Obispo Elementary School | 25591 Camino Del Avion <br> San Juan Capistrano, CA 92675 | seheck@capousd.org | W: (949) 234-5905 |
| Additional Contacts | Role | Email Address | Telephone |
| Celeste de Francesco <br> Del Obispo Elementary School | celestedigrancesco72@aol.com | M: (949) 375-4398 |  |
| Corinne Hall <br> Del Obispo Elementary School |  | corinnehall@cox.net | M: (949) 291-3691 |
| Toni Robleto <br> Del Obispo Elementary School | Billing Contact | trobleto@capousd.org | W: (949) 234-5905 |
| Stacy Yogi <br> Del Obispo Elementary School |  | syogi@capousd.org | M: (949) 234-9244 |

## 2021-2022 ACADEMIC AGREEMENT

This AGREEMENT, made and entered into this date by the Orange County Council, Boy Scouts of America, dba; Irvine Ranch Outdoor Education Center, (hereinafter referred to as OCBSA and the IROEC), and a district and/or school in the state of California, (hereinafter referred to as DISTRICT), under which IROEC and DISTRICT, by virtue of Education Code 8760, for the purpose of providing the DISTRICT with programs and classes in Environmental Education, mutually agree to the following:

## 1. Enrollment

DISTRICT / SCHOOL plans to enroll an estimated minimum number of pupils at the IROEC during the 2021-2022 school year as follows:

Name of School: Del Obispo Elementary
Scheduled Minimum Number of Students: 50
Scheduled Session Attendance: Wednesday, March 16, 2022

## 2. Guaranteed Attendance

DISTRICT agrees to provide a final count of the Minimum Number of students attending IROEC programs, no later than thirty (30) days prior to Event Date.
2.1 Additions to Minimum Number will be permitted based upon space availability.
2.2 Attendance above the scheduled minimum number of pupils must have IROEC approval in writing. Unapproved late additions are not permitted.

## Scheduled guaranteed minimum attendance: 50

## 3. Cancellation

IROEC reserves the right to change or cancel DISTRICT'S scheduled session of attendance under conditions which would make the operation of the IROEC, (see weather policy), imprudent or unsafe, such as, but not limited to; threat of fire, flood, storm, pandemic, or other natural or manmade disturbances. In such event, IROEC will make every effort to provide reasonable advance notice to DISTRICT for rescheduling or a refund of the fees and booking fee.

CANCELLATION POLICY: Notice of cancellation with a Request for a credit or refund of all or part of the cancelled reservation must be submitted in writing via email or standard mail.

## Entire Event:

- Cancellations for the entire event contract must be made no less than 6 months prior to the start date of the reservation. Cancellations made less than 6 months prior to the start date of the reservation will not be eligible for a refund.


## Individual Attendees:

- Cancellations for individual attendees cannot exceed $10 \%$ of the guaranteed number.
- Cancellations with a credit or refund request made 30 or more days prior to the start date of the reservation will be eligible to receive $100 \%$ of funds paid in excess of the non-refundable $25 \%$ deposit for individual attendees.
- Cancellations with a credit or refund request made 14-29 days prior to the reservation will be eligible to receive $50 \%$ of the funds paid in excess of the non-refundable $25 \%$ deposit.
- Cancellations made less than 14 days prior to the reservation will NOT be eligible for a credit or refund, even for weather-related concerns.

TUITION / CANCELATION INSURANCE: IROEC does not provide tuition / cancelation or camper sickness insurance. Guests are encouraged to obtain their own coverage(s) if they deem it necessary. While not endorsing any specific agency or policy, the following company and others, offer a variety of Camp Program Cancellation and Interruption Insurance options.
www.aplusplans.com

WEATHER POLICY: IROEC is an all-weather facility and runs programs $24 / 7$ all year long, rain or shine. The majority of our recreation activities can still be achieved in inclement weather, including rain. Alternative activities are employed when necessary. We encourage you to prepare for the anticipated weather conditions during your reservation date(s) and to communicate this information to your event participants.

EXTREME CONDITIONS: The safety of our guests and staff is our top priority and we will only run programs when it is safe to do so. In the event of fire, flood, or extreme weather conditions, the IROEC may elect to close an area(s) for safety reasons. The decision to close and the duration of such a closure is at the sole discretion of the IROEC. If such a closure makes it impossible for you to complete a scheduled activity, the IROEC will provide alternative activities as a replacement or adjust the scheduled activities for the time period affected.

## 4. Deposit and Final Payment

DISTRICT agrees to a non-refundable deposit of $25 \%$ with the IROEC to confirm the scheduled session of attendance within 14 days of receiving your event contract. Once a reservation is made, a deposit applied, and contract signed, your space in camp is secured. This deposit is, therefore, non-refundable but will be included as payment towards the final invoice. All reservations are considered tentative until a deposit is applied and a signed contract is received.

We request that you initially reserve only the number of spaces you can guarantee to fill at the time of the reservation. We are more than happy to assist you with additions after the initial reservation, but decreases are not permitted. A second payment of $25 \%$ is due 3 months prior to the event start date. A guaranteed participant count is due 30 days prior to the group's arrival date to facilitate meals and staffing. Final payment or any outstanding balance is due 14 days prior to the group's arrival date. The IROEC accepts payment via check or credit card. Cash will not be accepted. Please make checks payable to IROEC / OCBSA.

# Payment address only: <br> Orange County Council, Inc. Attn: IROEC Operations <br> 2 Irvine Park Rd. <br> Orange, CA 92869 

Del Obispo Elementary - 03/16/2022 (Page 2 of 6)
Event \#: 45902-1

## Payment Schedule:

- First Payment (25\%) - non-refundable: Due within 14 days of receiving contract.
- Second Payment (25\%): Due 3 months prior to event start date.
- Final Payment: Due 14 days prior to event start date.


## 5. Costs -Students

For each scheduled session of attendance, DISTRICT will pay IROEC:

| Program | Outdoor Science School | Leadership Camp |
| :---: | :---: | :---: |
| 5-Day / 4-Night | $\$ 559.00$ per student | $\$ 559.00$ per student |
| 3-Day / 2-Night | $\$ 349.00$ per student | $\$ 349.00$ per student |

The per student fee includes rental space of the IROEC for purposes of conducting the DISTRICT'S program and classes, all necessary program supplies \& materials, meal service for students and adult supervision, facilities, and the professional services of the IROEC academic and program staff. Pricing is subject to change.

## Additional Fees:

- IROEC provided chaperones: $\$ 400.00$ per night per bunkhouse (2 chaperones per bunkhouse)
- LVN: $\$ 49.85$ per hour
- EMT: $\$ 42.00$ per hour
- Guest meals: $\$ 9$ breakfast, $\$ 10$ lunch, $\$ 12$ dinner


## 6. Insurance

Coverage shall be as follows:
6.1 DISTRICT shall hold harmless, defend and indemnify the Boy Scouts of America, the Orange County Council, Boy Scouts of America and the Irvine Ranch Outdoor Education Center and their officers, agents, employees, and volunteers from any and all claims for damage resulting from acts or omissions of DISTRICTS, its officers, agents, employees, and students with respect to the IROEC.
6.2 The IROEC shall in turn, hold harmless, defend and indemnify the DISTRICT and their officers, agents and employees from any and all claims for damage resulting from acts or omissions of the IROEC, its officers, agents, employees, and volunteers with respect to the DISTRICT.
6.3 DISTRICT agrees to provide a certificate of insurance (COI) for the following: Commercial General Liability of $\$ 1,000,000$ each occurrence, $\$ 2,000,000$ Aggregate. It must name Boy Scouts of America and Orange County Council as additional insured.
Under "Description of Events" the information must include the user, date/s and name of event, as well as the facility location.
Under "Certificate Holder" it must read: Orange County Council, Boy Scouts of America, 2 Irvine Park Rd., Orange, CA 92869.

The original Certificate of Insurance should be sent via-email to Events@IROEC.org or mailed to Irvine Ranch Outdoor Education Center, 2 Irvine Park Road, Orange, CA 92869.

## 7. Camp Meals and Dietary Restrictions

User groups MUST communicate the dietary needs of the participants no less than fourteen (14) days prior to arrival. The IROEC is a nut-safe kitchen with a no- fish menu. We provide vegetarian options, but are unable to guarantee gluten-free, non-dairy, sugar free, or vegan meals. There is always a wide variety of food options at every meal. All groups must arrive at the start of meal time to be guaranteed meal service. Meals are served promptly at 8:00am, 12:00pm, and 5:30pm.

Please review our dietary guidelines and allergen guide if you have any questions regarding food restrictions. If you do have a dietary concern that we are unable to accommodate please follow the instructions on the dietary guidelines for supplying your own meals.

There is no reimbursement for missed meals or head-count discrepancies. Groups will be charged if there are additional guests during meal time.

## 8. District's Obligations

The DISTRICT will provide staff or volunteers for student supervision while at the IROEC. The recommended ratio of adults to students is a $1: 35$ with a minimum of two adults.

DISTRICT further acknowledges that all attending participants meet the California Health \& Safety Code (Division 105, Part 2, Chapter 1, Sections 120325-120380, Title 17) with regard to required immunizations.

The DISTRICT shall provide exclusive supervision daily during "Teacher Time", (usually the one hour immediately after lunch and dinner). Recreational activities and equipment will be provided by the IROEC.

The DISTRICT shall provide overnight chaperones for the bunkhouses. The requirement is two chaperones of the same gender per bunkhouse. See section 10.

The DISTRICT shall confirm that all participants complete and provide the Health \& Medical Form AB which includes health history, allergies/medications (for identification, storage and dispensing of participant medications and supplements)., and immunizations. The Health \& Medical Form AB also includes the informed consent, release agreement, and authorization. All health and medical records are submitted through Camp Doc. See section 9.

The DISTRICT shall confirm that the school attending provides completed Bunkhouse \& Trail Group forms to the IROEC at least thirty (30) days prior to arrival.

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Per California Code of Regulations for organized camps as well as Boy Scouts of America and American Camp Association standards the IROEC will provide a designated Health Supervisor and on call physician/nurse. The DISTRICT can upgrade to an EMT or LVN at an additional cost which will be contracted through Maxim Healthcare Services or similar. The DISTRICT can also choose to provide their own medical staff as necessary.

- LVN: $\$ 49.85$ per hour
- EMT: $\$ 42.00$ per hour


## CampDoc

CampDoc is an online system to collect all health records, waivers and student forms. It was designed by camp doctors, nurses and directors, to provide a secure, easy-to-use web-based solution that manages health forms, allergies, medications and illness/injury tracking for camps. CampDoc.com provides camp health staff instant access to vital medical information, decreases the time and energy spent during initial camper check-in, reduce risk and liability, and helps keep safety in the forefront of camp operations. DISTRICT will utilize CampDoc to ensure all participants (students, teachers, chaperones) have a completed profile.

## 10. Chaperones

Each school will need provide their own overnight chaperones for outdoor science school in the bunkhouses. The requirement is two chaperones of the same gender per bunkhouse. Teachers and chaperones will need to comply with all DISTRICT youth protection guidelines. We recommend alongside the school district recommendations that each chaperone take the Boy Scouts of America Youth Protection Training. More information can be found at the following website: https://www.scouting.org/training/youth-protection/.

In the case that the school cannot provide chaperones, the IROEC can provide chaperones at the following cost:

- IROEC Chaperones: $\$ 400.00$ per night per bunkhouse (2 chaperones per bunkhouse)


## 11. Damages, Cleaning \& Liability (Policy \& Fees)

DISTRICT will be responsible for any and all damages to IROEC property, which may reasonably be attributed to the actions of the attending DISTRICT.

Due to the wide range of possible damage, cleaning and other risk exposure created by event participants utilizing IROEC activity areas, meeting space and lodging, a minimum FLAT-FEE of $\$ 500.00$ has been established to clean, recover and/or repair as needed.

The $\$ 500.00$ FLAT-FEE will be applied for ANY damage, decoration violation, unauthorized alcohol use, smoking, graffiti, property loss or theft, any insurance liability risk or other such condition that could be defined as a material loss.

This fee can easily increase depending on the specific nature of the damage, violation or risk presented by the involved participant(s). In such an instance, the matter would be handled on a case-by-case basis.

## 12. Rules and Regulations

DISTRICT will abide by the rules and regulations established by the IROEC for all programs and operations, to and including the IROEC established Code of Conduct \& Discipline Policy.

ALCOHOL USE: Alcohol is NOT PERMITTED at the Irvine Ranch Outdoor Education Center. Violation of this policy by any participant of any event creates an unacceptable liability risk. Your event may be subject to immediate cancellation without refund and may include policy violation fees*.

SMOKING/VAPING: Smoking, vaping, illicit drug use including marijuana, are strictly prohibited on the entire property. Guests found smoking or vaping in ANY area of camp, present an unacceptable hazard and fire risk. Your event may be subject to immediate cancellation without refund and may include policy violation fees*.

ANIMALS: Dogs or any other animals are not allowed at the IROEC. Please notify the office if any participants have a registered service animal.

FURNITURE: Bunk beds, common room sofas, picnic tables, etc. are not to be moved or relocated without the express consent of the IROEC. If permitted, please ask IROEC staff to assist. The same damage and cleaning standards apply and are to be observed for furniture as apply to the rest of the IROEC facilities.

LOST \& FOUND: Due to the high volume of IROEC participants, we cannot hold lost \& found items longer than seven (7) days. All lost items of significant material value, (cameras, cell-phones, wallets, glasses, keys, etc.), are kept locked up. Items such as towels, sweatshirts and sleeping bags and placed in the lost \& found bin located outside the dining hall. Every attempt to contact the owner(s) of lost items will be made, subject to being able to identify said owners. Items left unclaimed after seven (7) days will be discarded or donated to charitable organizations.

## 13. Certification

IROEC ensures that all IROEC officers, agents, and employees related to the event referenced above have undergone criminal and sex-offender background checks and have extensive national youth-protection training.

## 14. Multi-use Facility

The IROEC is a multi-use facility. As such, the following areas are considered shared-space and may be open and available for several user groups at the same time: the main Dining Hall, First American Field, Aquatics Center, Adventure Hill, and the Amphitheater. Exceptions to multiple group use will be handled via a separate Exclusive Use Agreement.

## 15. Hold Harmless, Release and Indemnification

I, the undersigned, understand that use of facilities at the Irvine Ranch Outdoor Education Center, (IROEC), owned and operated by the Orange County Council of the Boy Scouts of America, involves a certain degree of risk that could result in injury or death.

In consideration of the benefits to be derived, and after carefully considering these risks, and in view of the fact that the OCBSA is a non-profit organization, I , the undersigned, understand that the IROEC is a multi-use facility. As such, the following areas are considered shared-space and may be open and available for several user groups at the same time: the main Dining Hall, the First American Field, the Aquatics Center and the Amphitheater. Exceptions to multiple group use will be handled via a separate Exclusive Use Agreement.

I, the undersigned, and on behalf of myself and any and all individuals and/or organizations with which I may be associated or who may attend and/or participate in events referenced in this document, assume any and all risk and any and all derivative claimants understand and hereby agree to hold the IROEC and the OCBSA and their officers, board members, employees, heirs, successors and assigns, free and harmless from any and all claims and causes of action. Be
it in nature of personal injury or otherwise by reason of the undersigned's use of the premises and facilities, including but not limited to; picnic areas, shelters, campgrounds, etc ... located at 2 Irvine Park Road - Orange, CA 92869.

In signing this Event Agreement and Hold Harmless clause, the undersigned acknowledges that he/she has carefully read and understood the entire agreement. Furthermore, the undersigned understands that he/she is waiving any rights to file a lawsuit or initiate a claim procedure in respect to recovery for any personal injuries, property damage or losses sustained by the undersigned or any minor child under the undersigns care and/or control. The undersigned further accepts and understands that this agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
*If signing for a group, corporation, or other entity, I hereby acknowledge that I have authority to do so.
FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND HEREBY VOLUNTARILY SIGN THIS AGREEMENT, WAIVER, RELEASE \& HOLD HARMLESS DOCUMENT.

Terms of this AGREEMENT may only by modified in writing, by mutual agreement of both parties.

APPROVED FOR THE GOVERNING BOARD OF THE DISTRICT

By (Print Name)

## Title

** eSignature Requested on 12/06/2021 **
Signature

Date

## APPROVED FOR THE IRVINE RANCH OUTDOOR EDUCATION CENTER

Denovan Lino


Signature
12/06/2021

Date

Please eSign this form or send via email to: Events@iroec.org

In order to confirm your reserved date, the IROEC must receive a deposit within fourteen (14) business days of final Event Contract received.

## Payment address only:

Orange County Council, Inc.
Attn: IROEC Operations
2 Irvine Park Road
Orange, CA 92869

EVENT CONTRACT: 46888-1
Irvine Ranch Outdoor Education Center
2 Irvine Park Road
Event Date: 03/07/2022-03/09/2022
Orange, CA 92869
P: (714) 923-3191 x200
Email: emilie.mobley@scouting.org
Event Name: Lobo Elementary
Site: Irvine Ranch Outdoor Education Center
Salesperson: Emilie Mobley

| Primary Contact | Address | Email Address | Telephone |
| :--- | :--- | :--- | :--- |
| Kelli Nye <br> Lobo Elementary | 200 Avenida Vista Montana <br> San Clemente, CA 92672 | kmnye@capousd.org | W: (949) 366-6740 |
| Additional Contacts | Role | Email Address | Telephone |
| Tracey Johannes <br> Lobo Elementary | Billing Contact | tljohannes@capousd.org | W: (949) 366-6740 xt. 73001 |
| Marisa Young <br> Lobo Elementary |  | MAYoung@capousd.org | W: (949) 366-6740 <br> M: (949) 290-2022 |

## 2021-2022 ACADEMIC AGREEMENT

This AGREEMENT, made and entered into this date by the Orange County Council, Boy Scouts of America, dba; Irvine Ranch Outdoor Education Center, (hereinafter referred to as OCBSA and the IROEC), and a district and/or school in the state of California, (hereinafter referred to as DISTRICT), under which IROEC and DISTRICT, by virtue of Education Code 8760, for the purpose of providing the DISTRICT with programs and classes in Environmental Education, mutually agree to the following:

## 1. Enrollment

DISTRICT / SCHOOL plans to enroll an estimated minimum number of pupils at the IROEC during the 2021-2022 school year as follows:

Name of School: Lobo Elementary
Scheduled Minimum Number of Students: 48
Scheduled Session Attendance: Monday, March 7, 2022

## 2. Guaranteed Attendance

DISTRICT agrees to provide a final count of the Minimum Number of students attending IROEC programs, no later than thirty (30) days prior to Event Date.
2.1 Additions to Minimum Number will be permitted based upon space availability.
2.2 Attendance above the scheduled minimum number of pupils must have IROEC approval in writing. Unapproved late additions are not permitted.

## Scheduled guaranteed minimum attendance: 48

## 3. Cancellation

IROEC reserves the right to change or cancel DISTRICT'S scheduled session of attendance under conditions which would make the operation of the IROEC, (see weather policy), imprudent or unsafe, such as, but not limited to; threat of fire, flood, storm, pandemic, or other natural or manmade disturbances. In such event, IROEC will make every effort to provide reasonable advance notice to DISTRICT for rescheduling or a refund of the fees and booking fee.

CANCELLATION POLICY: Notice of cancellation with a Request for a credit or refund of all or part of the cancelled reservation must be submitted in writing via email or standard mail.

## Entire Event:

- Cancellations for the entire event contract must be made no less than 6 months prior to the start date of the reservation. Cancellations made less than 6 months prior to the start date of the reservation will not be eligible for a refund.


## Individual Attendees:

- Cancellations for individual attendees cannot exceed $10 \%$ of the guaranteed number.
- Cancellations with a credit or refund request made 30 or more days prior to the start date of the reservation will be eligible to receive $100 \%$ of funds paid in excess of the non-refundable $25 \%$ deposit for individual attendees.
- Cancellations with a credit or refund request made 14-29 days prior to the reservation will be eligible to receive $50 \%$ of the funds paid in excess of the non-refundable $25 \%$ deposit.
- Cancellations made less than 14 days prior to the reservation will NOT be eligible for a credit or refund, even for weather-related concerns.

TUITION / CANCELATION INSURANCE: IROEC does not provide tuition / cancelation or camper sickness insurance. Guests are encouraged to obtain their own coverage(s) if they deem it necessary. While not endorsing any specific agency or policy, the following company and others, offer a variety of Camp Program Cancellation and Interruption Insurance options.
www.aplusplans.com

WEATHER POLICY: IROEC is an all-weather facility and runs programs $24 / 7$ all year long, rain or shine. The majority of our recreation activities can still be achieved in inclement weather, including rain. Alternative activities are employed when necessary. We encourage you to prepare for the anticipated weather conditions during your reservation date(s) and to communicate this information to your event participants.

EXTREME CONDITIONS: The safety of our guests and staff is our top priority and we will only run programs when it is safe to do so. In the event of fire, flood, or extreme weather conditions, the IROEC may elect to close an area(s) for safety reasons. The decision to close and the duration of such a closure is at the sole discretion of the IROEC. If such a closure makes it impossible for you to complete a scheduled activity, the IROEC will provide alternative activities as a replacement or adjust the scheduled activities for the time period affected.

## 4. Deposit and Final Payment

DISTRICT agrees to a non-refundable deposit of $25 \%$ with the IROEC to confirm the scheduled session of attendance within 14 days of receiving your event contract. Once a reservation is made, a deposit applied, and contract signed, your space in camp is secured. This deposit is, therefore, non-refundable but will be included as payment towards the final invoice. All reservations are considered tentative until a deposit is applied and a signed contract is received.

We request that you initially reserve only the number of spaces you can guarantee to fill at the time of the reservation. We are more than happy to assist you with additions after the initial reservation, but decreases are not permitted. A second payment of $25 \%$ is due 3 months prior to the event start date. A guaranteed participant count is due 30 days prior to the group's arrival date to facilitate meals and staffing. Final payment or any outstanding balance is due 14 days prior to the group's arrival date. The IROEC accepts payment via check or credit card. Cash will not be accepted. Please make checks payable to IROEC / OCBSA.

> Payment address only:
> Orange County Council, Inc.
> Attn: IROEC Operations
> 2 Irvine Park Rd.
> Orange, CA 92869

## Payment Schedule:

- First Payment ( $25 \%$ ) - non-refundable: Due within 14 days of receiving contract.
- Second Payment (25\%): Due 3 months prior to event start date.
- Final Payment: Due 14 days prior to event start date.


## 5. Costs -Students

Lobo Elementary - 03/07/2022 (Page 2 of 6)
Event \#: 46888-1

For each scheduled session of attendance, DISTRICT will pay IROEC:

| Program | Outdoor Science School | Leadership Camp |
| :---: | :---: | :---: |
| 5-Day / 4-Night | $\$ 559.00$ per student | $\$ 559.00$ per student |
| 3-Day / 2-Night | $\$ 349.00$ per student | $\$ 349.00$ per student |

The per student fee includes rental space of the IROEC for purposes of conducting the DISTRICT'S program and classes, all necessary program supplies \& materials, meal service for students and adult supervision, facilities, and the professional services of the IROEC academic and program staff. Pricing is subject to change.

## Additional Fees:

- IROEC provided chaperones: $\$ 400.00$ per night per bunkhouse ( 2 chaperones per bunkhouse)
- LVN: $\$ 49.85$ per hour
- EMT: $\$ 42.00$ per hour
- Guest meals: $\$ 9$ breakfast, $\$ 10$ lunch, $\$ 12$ dinner


## 6. Insurance

Coverage shall be as follows:
6.1 DISTRICT shall hold harmless, defend and indemnify the Boy Scouts of America, the Orange County Council, Boy Scouts of America and the Irvine Ranch Outdoor Education Center and their officers, agents, employees, and volunteers from any and all claims for damage resulting from acts or omissions of DISTRICTS, its officers, agents, employees, and students with respect to the IROEC.
6.2 The IROEC shall in turn, hold harmless, defend and indemnify the DISTRICT and their officers, agents and employees from any and all claims for damage resulting from acts or omissions of the IROEC, its officers, agents, employees, and volunteers with respect to the DISTRICT.
6.3 DISTRICT agrees to provide a certificate of insurance (COI) for the following: Commercial General Liability of $\$ 1,000,000$ each occurrence, $\$ 2,000,000$ Aggregate. It must name Boy Scouts of America and Orange County Council as additional insured.
Under "Description of Events" the information must include the user, date/s and name of event, as well as the facility location.
Under "Certificate Holder" it must read: Orange County Council, Boy Scouts of America, 2 Irvine Park Rd., Orange, CA 92869.

The original Certificate of Insurance should be sent via-email to Events@IROEC.org or mailed to Irvine Ranch Outdoor Education Center, 2 Irvine Park Road, Orange, CA 92869.

## 7. Camp Meals and Dietary Restrictions

User groups MUST communicate the dietary needs of the participants no less than fourteen (14) days prior to arrival. The IROEC is a nut-safe kitchen with a no- fish menu. We provide vegetarian options, but are unable to guarantee gluten-free, non-dairy, sugar free, or vegan meals. There is always a wide variety of food options at every meal. All groups must arrive at the start of meal time to be guaranteed meal service. Meals are served promptly at 8:00am, 12:00pm, and 5:30pm.

Please review our dietary guidelines and allergen guide if you have any questions regarding food restrictions. If you do have a dietary concern that we are unable to accommodate please follow the instructions on the dietary guidelines for supplying your own meals.

There is no reimbursement for missed meals or head-count discrepancies. Groups will be charged if there are additional guests during meal time.

## 8. District's Obligations

The DISTRICT will provide staff or volunteers for student supervision while at the IROEC. The recommended ratio of adults to students is a 1:35 with a minimum of two adults.

DISTRICT further acknowledges that all attending participants meet the California Health \& Safety Code (Division 105, Part 2, Chapter 1, Sections 120325-120380, Title 17) with regard to required immunizations.

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Lobo Elementary - 03/07/2022 (Page 3 of 6)
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Event \#: 46888-1

The DISTRICT shall provide exclusive supervision daily during "Teacher Time", (usually the one hour immediately after lunch and dinner). Recreational activities and equipment will be provided by the IROEC.

The DISTRICT shall provide overnight chaperones for the bunkhouses. The requirement is two chaperones of the same gender per bunkhouse. See section 10.

The DISTRICT shall confirm that all participants complete and provide the Health \& Medical Form AB which includes health history, allergies/medications (for identification, storage and dispensing of participant medications and supplements)., and immunizations. The Health \& Medical Form AB also includes the informed consent, release agreement, and authorization. All health and medical records are submitted through Camp Doc. See section 9 .

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Lobo Elementary - 03/07/2022 (Page 4 of 6)
Event \#: 46888-1

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LOST \& FOUND: Due to the high volume of IROEC participants, we cannot hold lost \& found items longer than seven (7) days. All lost items of significant material value, (cameras, cell-phones, wallets, glasses, keys, etc.), are kept locked up. Items such as towels, sweatshirts and sleeping bags and placed in the lost \& found bin located outside the dining hall. Every attempt to contact the owner(s) of lost items will be made, subject to being able to identify said owners. Items left unclaimed after seven (7) days will be discarded or donated to charitable organizations.

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I, the undersigned, and on behalf of myself and any and all individuals and/or organizations with which I may be associated or who may attend and/or participate in events referenced in this document, assume any and all risk and any and all derivative claimants understand and hereby agree to hold the IROEC and the OCBSA and their officers, board members, employees, heirs, successors and assigns, free and harmless from any and all claims and causes of action. Be it in nature of personal injury or otherwise by reason of the undersigned's use of the premises and facilities, including but not limited to; picnic areas, shelters, campgrounds, etc ... located at 2 Irvine Park Road - Orange, CA 92869.

In signing this Event Agreement and Hold Harmless clause, the undersigned acknowledges that he/she has carefully read and understood the entire agreement. Furthermore, the undersigned understands that he/she is waiving any rights to file a lawsuit or initiate a claim procedure in respect to recovery for any personal injuries, property damage or losses sustained
by the undersigned or any minor child under the undersigns care and/or control. The undersigned further accepts and understands that this agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
*If signing for a group, corporation, or other entity, I hereby acknowledge that I have authority to do so.
FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND HEREBY VOLUNTARILY SIGN THIS AGREEMENT, WAIVER, RELEASE \& HOLD HARMLESS DOCUMENT.

Terms of this AGREEMENT may only by modified in writing, by mutual agreement of both parties.

APPROVED FOR THE GOVERNING BOARD
OF THE DISTRICT


## APPROVED FOR THE IRVINE RANCH OUTDOOR EDUCATION CENTER

Denovan Lino
Name (Print Name)
Chief Operating Officer

## Title



Signature
12/06/2021

Date

Please eSign this form or send via email to: Events@iroec.org

In order to confirm your reserved date, the IROEC must receive a deposit within fourteen (14) business days of final Event Contract received.

Payment address only:
Orange County Council, Inc.
Attn: IROEC Operations
2 Irvine Park Road
Orange, CA 92869

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees

From: Gregory Merwin, Associate Superintendent, Education and Support Services
Prepared by: Stacy Yogi, Executive Director, State and Federal Programs
Date: January 19, 2022
Board Item: Playworks Master Services Agreement, Statement of Work and Program Plans for 2021-2022

## HISTORY

This is an annual item. Playworks is entering their twenty-fifth year (eleventh in Southern California) and has implemented programs in Los Angeles, Inglewood, Santa Ana, and Downey. Las Palmas, San Juan and Viejo Elementary Schools implemented this program in 2017-2018.

## BACKGROUND INFORMATION

Playworks provides on-site consultation for school staff to promote safe, fun and healthy play during recess. Strategies encourage inclusion, activity, and building social and emotional skills. Teachers and student supervisors at Viejo Elementary School will receive professional learning to model and teach strategies, games and systems to develop and sustain a positive recess culture. Playworks trainers meet all background check requirements. Through this program, students will have increased opportunities for activity, leadership and enhanced conflict resolution skills.

LaVal Brewer, a manager at Playworks, was Principal for a Day in 2017 at Viejo Elementary School and introduced the program to the District through a grant.

## CURRENT CONSIDERATIONS

Professional learning will take place during existing teacher collaboration and student supervisor-meeting time. To support the implementation of this program, an Administrator (Principal, Assistant Principal, or Teaching Assistant Principal) already in place at the schools will fulfill the School Recess Manager duties and the existing Student Supervisors at the schools will fulfill the School Recess Coach duties.

## FINANCIAL IMPLICATIONS

The program cost of $\$ 10,000$ will be funded by school site Title I.

## STAFF RECOMMENDATION

Approval of Playworks Master Services Agreement, Statement of Work, and Program Plans for 2021-2022.

PREPARED BY: Stacy Yogi, Executive Director, State and Federal Programs
APPROVED BY: Gregory Merwin, Associate Superintendent, Education and Support Services

Master Services Agreement This is a Master Services Agreement ("Agreement") dated as of November 18th, 2021, between Playworks Education Energized, a California nonprofit public benefit corporation ("Playworks"), and Viejo Elementary, a Capistrano Unified School District ("Customer").

## Background

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks on the basis set out in this Agreement.

## Playworks and Customer agree as follows:

## 1. Program

### 1.1 Scope

Playworks will provide services ("Services") in connection with the program ("Program") described in the Program Plan(s) attached as Exhibit A ("Plan"). Program elements, personnel and activities, the Services, and Customer's responsibilities, are set out in the Plan. Playworks and Customer will each carry out its responsibilities in accordance with this Agreement and with due care. For terms related to purchases of digital services only, see: https://www.playworks.org/playworks-digital-services-terms-conditions/ in lieu of Plan.

### 1.2 Timeframe

Playworks will provide Services during the period stated in the Plan including any renewal periods.

### 1.3 Fee

Customer will pay Playworks fees in the amount(s) and on the date(s) set out in the attached Exhibit B: Statement of Work and Payment Terms and Schedule.

### 1.4 Communication

Playworks and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Playworks will meet periodically as set out in
the Plan, advise each other of issues including any concerns involving interactions among Playworks and Customer students and staff, provide one another with timely access to information, and otherwise cooperate in carrying out the Program.

### 1.5 Statement of Work

The specific services to be provided and related terms and conditions of each project under this Master Services Agreement shall be addressed in a separate Statement of Work (SOW) which may include, but not be limited to, types of programs, services, timing, staff, deliverables and other services if any, requested by (customer) and agreed to by Playworks.

## 2. Confidentiality, Data Collection, and Evaluation

### 2.1 Compliance

In working together, Playworks and Customer may share sensitive information with one another including information about Customer environment, activities, students, and staff. In addition, as described in Section 2.3, Playworks will collect and analyze data about Program outcomes. In all of these activities, Playworks is committed to and will comply with applicable laws and the provisions set out in this Section 2 related to the collection, use, and confidentiality of such information, and will cooperate with Customer in developing appropriate protocols.

### 2.2 Confidentiality

Playworks will use Customer's Confidential Information (defined below) only in connection with its activities under this Agreement and will keep it confidential, using at least the same degree of care Playworks uses to prevent the unauthorized use or disclosure of its own confidential information. Playworks may disclose Confidential Information only to persons who need access to the information for the purposes contemplated by this Agreement or as otherwise required by law. All Confidential Information furnished by Customer is and shall remain Customer's property. "Confidential Information" means non-public information relating to Customer including, without limitation, information relating to Customer environment, staff, funding, and operations. It does not include information that is generally available to the public, information already known by Playworks before entering into this Agreement, or information Playworks independently develops.

### 2.3 Data Collection and Evaluation

Playworks will collect and analyze data about Program implementation and outcomes in order to evaluate the impact of its programs generally, support more effectively Customer and its other partner schools and clients, meet external reporting requirements, and support fundraising and school recruitment. Customer and Playworks will cooperate in connection with
such data collection and assessment activities. Playworks will require third party evaluators and data analysts it retains, if any, to enter into appropriate confidentiality agreements with Playworks with respect to Customer information. Customer acknowledges that Playworks will own and retain all rights, title, and interest in the data collected through the Program.

### 2.4 Student Data

Playworks may in carrying out Services have access to individually identifiable student data. It will maintain the confidentiality of and use such information solely for Program purposes and in accordance with applicable law and Customer policy.

### 2.5 External Reporting

Playworks reports data and evaluation results to funders, partners, researchers, and other third parties. Playworks will report student-level data only in an aggregate and anonymized manner. Except as contemplated by the Plan or as required by law, Playworks will disclose Program data and results on a no-name basis unless Customer has given its prior written consent for disclosure of its name in such disclosure.

## 3. Methodology and Materials

### 3.1 Materials

In providing Services, Playworks will provide Customer with curricula, games, training materials, assessment tools, reference documents, and other materials (collectively, "Materials"). Playworks may make Materials available in various ways, including, without limitation, through providing hard copies, presenting Materials at training or consultation sessions, enabling Customer to download Materials from Playworks websites, and providing Customer with access to interactive websites.

### 3.2 Customer Use and Sharing

Customer may use, copy, adapt, and distribute the Materials in connection with Program activities and with Customer activities going forward. In addition, Customer may share Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences), so long as Customer provides appropriate attribution to Playworks and does not remove or obscure any Playworks copyright or trademark markings on any Materials. Customer may not, however, distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute outside Customer any Customer-created derivatives or revisions of any Materials. For clarity, the non-exclusive license granted under this Section 3.2 is intended to permit use by Customer of Materials only for purposes related to its educational mission.

### 3.3 Ownership of Materials

Playworks owns and retains all copyrights and all other rights in the Materials and any other proprietary know-how or methodologies used or shared by Playworks in providing Services. Customer acknowledges that the Materials are proprietary to Playworks. Playworks may incorporate any information from Customer in future versions of the Materials, may share them with other schools or third parties, and may reproduce and create derivative materials.

## 4. External Communication

### 4.1 Customer External Communication

Customer may identify itself as a client of Playworks in internal and external communications, including, without limitation, on its website or outreach materials. Customer may use Playworks name and logos in connection with these efforts.

### 4.2 Playworks External Communication

Playworks may identify Customer as a client or "partner" in internal and external communications, including, without limitation, on its website or outreach materials. Playworks may use Customer's name and logos in connection with these efforts.

### 4.3 Logo Use

Each of Playworks and Customer acknowledges that (a) it has no interest in the other party's name, logo and other marks other than the rights granted under this Agreement; (b) the other party will remain the sole owner of interest in its marks; and (c) all goodwill in the other party's marks will inure solely to the benefit of the other party. Each of Playworks and Customer will comply with any reasonable trademark guidelines that the other may provide.

### 4.4 Visitors

Playworks may ask Customer if Playworks can bring educators, funders, and other visitors to Customer to observe Program activities. Playworks will carry out any such visits in line with Customer policy regarding visitors generally.

## 5. Acknowledgements

### 5.1 Not Substitute for Physical Education

Customer acknowledges that the Services and Program are not a substitute for physical education ("PE"). Playworks staff may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks will not provide input or otherwise be involved in any way with respect to assigning grades to students in PE courses or programs.

### 5.2 Not Responsible for Supervising Recess

Customer acknowledges that Playworks is not responsible for supervising recess. Playworks staff may help to structure recess, but Customer must provide their own staff to supervise recess.

### 5.3 Recess Privileges

Customer acknowledges that Playworks does not support the removal of recess privileges for extended periods of time as a method of student discipline.

## 6. Relationship

### 6.1 Independent Contractor

Playworks is an independent contractor and is solely responsible for its activities in providing Services. Playworks has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

### 6.2 Independent Entities

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Playworks nor Customer has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience. Playworks and Customer will each have sole responsibility for the planning, management, and implementation of its own activities relating to Program execution.

## 7. Insurance, Indemnification, and Liability

### 7.1 Insurance

Playworks will, upon request by Customer, provide to Customer proof of liability and workers compensation insurance for all Playworks staff who provide Services at Customer, and name Customer as an additional insured on such policies. Customer will provide its own liability, workers compensation, and other insurance in respect of Customer employees, students, and guests that participate in the Program and Customer's activities generally in connection with the Program.

### 7.2 Indemnification by Playworks

Playworks will defend, indemnify, and hold Customer and its directors, officers, employees, agents, and assigns (collectively, "Customer Indemnified Parties") harmless against all claims,
liabilities, losses, damages, and expenses, including reasonable expenses, resulting from claims by third parties for death, bodily injury, or damage to tangible property caused solely by the gross negligence or willful misconduct of Playworks in providing Services.

### 7.3 Indemnification by Customer

Customer will indemnify, defend, and hold Playworks and its directors, officers, employees, agents, and assigns (collectively, "Playworks Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or Customer's actions or other matters related to the subject matter of Program.

### 7.4 Limitation of Liability

Neither Playworks nor Customer will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages. Playworks' total liability under this Agreement (including, without limitation, any amounts payable under Section 7.2) will not exceed the fees Customer has paid or will pay Playworks as set out in the Plan, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of Playworks.

## 8. Termination

### 8.1 Termination by Customer

Customer may terminate this Agreement by providing written notice to Playworks of that decision. Such a termination will be effective 60 days after delivery of the notice. If Customer terminates the Agreement under this Section 8.1, Customer will not be entitled to any refund of amounts previously paid, and, if fees are not already fully paid, will pay Playworks for services rendered through the effective date of termination. Playworks will invoice Customer for such services. Customer will pay the invoiced amount no later than 30 days after delivery of such invoice.

### 8.2 Suspension by Playworks

Playworks may suspend delivery of Services if Customer fails to make timely payment of fees or if Playworks, in its discretion, determines that the Customer environment or engagement is not safe or healthy for students or Playworks staff or otherwise conducive to effective Program delivery. Such a suspension will be effective upon Playworks' delivery to Customer of a written notice to that effect. Customer and Playworks will cooperate in identifying and trying to address the problem. If the problem is not addressed to Playworks satisfaction within a reasonable time, Playworks may terminate the Agreement under Section 8.3.

### 8.3 Termination for Failure to Perform

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

### 8.4 Termination of a Statement of Work

Expiration or termination of this Agreement shall result in the automatic termination of any Statement of Work. Expiration or termination of a Statement of Work shall not, by itself, result in the termination of this Agreement.

### 8.5 Effect of Termination

Upon termination of this Agreement under Section 8.3, neither Customer nor Playworks may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Playworks and Customer will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 2, 3, and 7-9 will survive the expiration or termination of this Agreement.

### 8.6 Financial Sustainability Clause

Funds needed for the total cost to deliver, sustain and administer Playworks' services are not fully covered by the prices reflected in this Agreement. Playworks relies on donations, corporate sponsorships and other revenue streams to ensure that its programs are financially sustainable for the organization as a whole. Its obligations under this Agreement are therefore contingent upon the availability of funding from all sources taken as a whole. It is mutually agreed that if Playworks in any fiscal year covered under this Agreement does not obtain sufficient funds for total financial sustainability, this Agreement shall not be binding on either party. In this event, Playworks shall notify Customer of such sustainability limits before the commencement date(s) outlined in this agreement. Playworks will have neither liability to Customer nor any obligation under the provisions of this agreement to perform or to provide any services beyond those that it can deliver with financial sustainability.

## 9. General Provisions

### 9.1 Entire Agreement

This Agreement, together with the Plan, expresses Playworks' and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and
oral agreements, communications, course of dealing, or understandings between Playworks and Customer relating to its subject matter. It is understood that Customer's use of Playworks' websites is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

### 9.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Playworks and Customer that recites that it is an amendment to this Agreement.

### 9.3 Severability and Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

### 9.4 Assignment

Neither Customer nor Playworks may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

### 9.5 Third Party Beneficiaries

Except as specifically provided in Sections 7.2 and 7.3 this Agreement is for the exclusive benefit of Playworks and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

### 9.6 Governing Law; Jurisdiction

This Agreement will be governed by California law. Playworks and Customer consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

### 9.7 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

Playworks and Customer signed this Agreement as of the date set out in its first paragraph.

PLAYWORKS EDUCATION ENERGIZED
signature: Calvin Alamilton
Printed Name: Calvin Hamilton
Title: Regional Partnership Manager
Date: November 18th, 2021

NAME OF CUSTOMER: Capistrano Unified School District
Signature:
Printed Name: Stacy Yogi
Title: Executive Director, State and Federal Programs
Date: $\qquad$

STATEMENT OF WORK (SOW) and PAYMENT TERMS \& SCHEDULE

This Statement of Work is governed by the terms and conditions of the Master Services Agreement (the "Agreement"), dated November 18th, 2021 by and between Viejo Elementary School ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of the Agreement will control. Customer agrees to pay for the Services described in this SOW according to the schedule below.

The Program school year Start Date: Aug. 16, 2021 End Date: June 10, 2022

| Service Deliverable | Completion Date | Invoice <br> Amount | Invoice <br> Date(s) |
| :--- | :--- | :--- | :--- |
| 1. Recess Implementation | $2 / 15 / 2022$ | $\$ 8,500$ | $2 / 15 / 2022$ |
| 2. PlayworksU + Keep Playing | $1 / 21 / 2022$ | $\$ 1,500$ | $1 / 21 / 2022$ |
|  | TOTAL AMOUNT | $\$ 10,000$ |  |

## Payment Terms:

- Playworks fees quoted for an academic school year may not be reduced by proration, regardless of program start or end date
- Payment on all invoices is due within 30 days of invoice date
- Please make all checks payable to Playworks Education Energized

$$
\text { *Customer fee discount for full year services only: Coach and TeamUp 3.0\% if paid in full by October 31, } 2021
$$

The Customer is responsible for payment of the entirety of the Customer fee. Payment in full must be received (or postmarked) by October 31, 2021 for the $3.0 \%$ discount to apply. Payments postmarked or received after October 31, 2021 shall not qualify for the 3.0\% discount.

| Customer Accounts <br> Payable detail | Contact Name \& Title | *information found on customer's PO \# provided to Playworks |
| :--- | :--- | :--- |
|  | Billing Address |  |
|  | Email |  |
|  | PO\# |  |
|  | Additional detail |  |

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work and agree to the payment terms and schedule.

PLAYWORKS EDUCATION ENERGIZED
signature: Calvin Alamilton
Printed Name: Calvin Hamilton
Title: Regional Partnership Manager
Date: November 18th, 2021

NAME OF CUSTOMER: _Capistrano Unified School District
Signature:
Printed Name: Stacy Yogi
Title: Executive Director, State and Federal Programs
Date: $\qquad$

## Program Plan: Recess Implementation

## Basic features

| Program name | Recess Implementation |
| :--- | :--- |
| Program overview | Playworks recognizes play and recess may look different from school to school. <br> Playworks is committed to ensuring schools are equipped to create a schedule that <br> accommodates Playworks services everyday. Recess will be facilitated in designated <br> play areas, classrooms, virtual classrooms or in other spaces agreed upon by <br> Playworks and Customer. Playworks commits to following the CDC guidelines for <br> social distancing and group sports and activities. <br> Recess Implementation ("Program") is designed to begin transforming recess and <br> improving school culture. The Program is delivered over three days, two days of <br> training and a one day follow up Consultation Visit following the training. A 12-month <br> Customer site subscription to online services is included unless otherwise specified. |
| Timeframe | The Program operates during the school year. Playworks and Customer will <br> determine agreed upon date(s) for service delivery, based on school/site calendar <br> and Trainer availability. Requests, by either party, for adjustments to agreed-upon <br> dates should be communicated at least 5 business days in advance. |
| Final Program schedules and preparation periods will be approved by both Playworks |  |
| and Customer at the start of programming. |  |
| Schedule adjustments related to school closures will be approved by Playworks and |  |
| Customer. |  |

## Playworks personnel

| Overview | Playworks will assign a Playworks Trainer (each a "Trainer") to facilitate the Program. |
| :--- | :--- |
| Trainer activities | Trainer works on-site with the Customer and carries out the activities described in the <br> Program. |
| Trainer development | Playworks will ensure that Trainer receives regular training in youth development, <br> group management, safety, and leading healthy play and physical activities for <br> elementary-age students. Trainers are CPR/First Aid certified and are required by <br> law and fully trained to report suspected child abuse. |
| Trainer screening, <br> testing, and <br> immunizations | Playworks will ensure staff has complied with applicable fingerprinting requirements, <br> has no criminal or other record that would disqualify Trainer from working with <br> minors, has tested negative for tuberculosis in line with Customer requirements, has <br> complied with any applicable symptom screening for COVID-19 and other infectious <br> disease testing required by Playworks and the Customer in keeping with CDC and <br> local agency guidance, has any immunizations required by Customer, and has <br> otherwise satisfied requirements for working with children under applicable laws. |
| Arrival | Playworks will arrive at the location of Program delivery approximately one hour in <br> advance of the proposed start time to set up and prepare for the Program. Customer |

will grant Playworks' Trainers access to the Program location at least one hour in advance of the Program to allow for setup.

## Customer personnel

| Overview | Customer acknowledges that the Program requires a minimum of ten participants in order to simulate games and activities. Customer will ensure the minimum number of participants will participate in the training. |
| :---: | :---: |
| Participants | Customer shall ensure that the training participants arrive on time for each day of Program delivery. <br> A single Trainer can effectively manage a maximum group size of 35 participants. If the group size exceeds 35 participants, Customer agrees to pay a fee of $\$ \mathbf{2 5 0}$ per half-day or $\$ 500$ per full day for each additional Trainer. |
| Principal | The second day of the Program focuses on action planning and making critical decisions that shape recess programming and may influence other aspects of the school day. The principal's presence ensures this process is efficient and productive. If the principal is unable to attend Day 2 , we recommend that principal schedule post-training time with attendees to confirm any decisions made during the training. |
| Other school roles | Playworks recommends that Customer identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching. These roles may overlap and may be filled by one or more school staff members: <br> - Recess Manager: directly supervises Recess Coach and is responsible for setting overall goals for Program implementation. Recess Manager is the school's primary liaison to Playworks. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year. <br> Recommended: Assign Recess Manager role to a member of the school's administrative team. <br> - Recess Coach: implements recess strategies and leads Program components on a daily basis. Customer will ensure that Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. <br> - Recess Team: school staff who actively support the planning and implementation of recess. Customer will ensure that Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. <br> Recommended: Include teachers on the Recess Team, particularly the Physical Education teacher. |

## Workplace and equipment

| Workspace | The Program will take place <br> Customer will provide a location for the Program that allows for group-based <br> activities to be performed without unreasonable obstruction, delay, and/or distraction. |
| :--- | :--- |


|  | Playworks recommends that Customer use a location that meets the following space <br> dimensions: |
| :--- | :--- |
|  | A location with space dimensions of 40' x 40' (e.g., cleared multi-purpose <br> room) is recommended for groups of 10-20 participants. <br> A location with space dimensions of 40' x 60 ' (e.g., half gym) is <br> recommended for groups of 21-35 participants. <br> A location with space dimensions of 94 x 50 ' (e.g., full gym) is <br> recommended for groups of $36-60$ participants. |
| Training equipment | Playworks will provide all necessary equipment and instructional materials to lead <br> the Program. |
| Playground equipment | This Program comes with a full set of play equipment that includes: one mesh <br> equipment bag, two soft 6" dodgeballs, four 10" rubber Playworks kickballs, two <br> soccer balls, one football, two basketballs, six jump ropes, two double-dutch ropes, <br> one bucket of chalk, forty-eight cones, two sets of pinnies, and one Playworks' <br> Playbook. |
| Equipment will be delivered to an address provided by the Customer. Equipment will |  |

## Program components

| Training | Comprehensive two-day training and oneday of consultation on key topics including: <br> - Introduction to a High Functioning Recess-Participants learn the importance of recess and begin to define an ideal recess and the steps needed to get there. <br> - Playground Games-Participants learn popular recess games that teach conflict resolution, cooperation, and other critical social and emotional skills. <br> - Group Management-Participants explore key group management strategies which set students up for successful group behavior. <br> - Recess Systems-Participants gain invaluable information about playground planning and design, developing and maintaining a recess plan and systems to maintain a healthy recess environment. <br> - Successful Recess Indicators-Participants learn how to "see" a playground through a new lens. By focusing on specific indicators, they develop an actionable plan to continuously improve recess and student behavior. |
| :---: | :---: |
| Consultation Visit | Playworks will coordinate and facilitate a Consultation Visit at the Customer site. During a Consultation Visit, Trainer conducts an in-depth, real-time observation of the playground, a consultation with the school's leadership and recess team, and collaboratively developed action steps to support continued growth. A comprehensive written report of the consultation, complete with priority next steps, is provided for the school's leadership and recess team. <br> If Customer fails to schedule a Consultation Visit with Playworks, Customer will not be eligible for a refund with respect to such Consultation Visit. |
| Digital Services | A 12-month Customer site subscription to PlayworksU \& Keep Playing online services is included, unless otherwise specified. Access to online services is provided on the first day of in-person Programming. <br> Customer acknowledges they are responsible for responding to emails from Playworks to activate online services and support distribution of subscription access to additional school staff. Customer acknowledges that the quality of online content delivery, especially video, is not entirely within Playworks control and is highly dependent on Customers' use of: <br> - A modern browser such as Firefox, Chrome, IE, or Safari updated to a version released within the past year <br> - An application to view and download portable document format (.pdf) files <br> - An internet connection of 2 MBps minimum to view streaming video <br> It is Playworks' intent to allow for unlimited participation for active employees of the Customer site who access online content using Customer site email address and accept terms and conditions of use. Should the number of participants exceed 50 in any given month, Playworks reserves the right to charge $\$ 15$ per additional user for the site subscription for the balance of the subscription period. <br> As part of the subscription, Playworks will be available for an optional 30-minute consultation call via phone or video with Customer to support implementation throughout the 12-month subscription. Calls will be scheduled based on school interest and mutual availability of Customer and Playworks. |
| Customized training notes | - Delivery Modifications: |

- Other


## Program planning and impact

| Planning calls and/or <br> meetings | Prior to Trainer's on-site arrival, Customer agrees to manage communication with <br> personnel participating in the Program and collaborate with Playworks to set up for <br> the Program. |
| :--- | :--- |
| Program setup | Customer acknowledges that the Program requires setup and staff participation in <br> order to deliver Program components effectively. No later than two weeks prior to <br> Trainer's on-site arrival, Customer will ensure setup and required staff <br> participation. |
| Impact measurement tools | Playworks may use one or more of the following tools to measure Program impact: <br> to Trainer's on-site arrival, Playworks reserves the right to cancel and/or <br> reschedule the Program. |
| -Great Recess Framework observation tool: completed by Playworks staff <br> after observing recess. <br> Recess observations and reflections: completed by Playworks staff after <br> observing recess. <br> - Annual Survey: completed voluntarily by school staff at the end of the <br> year. <br> - Recess Checkup: electronic quiz designed to assess safe and healthy <br> play at recess. |  |
| Training Participant Surveys: electronic surveys designed to gauge <br> satisfaction with training as well as changes in knowledge, attitudes, and <br> behaviors. |  |

## Incorporation by reference

The terms and conditions of this Program Plan are hereby incorporated by reference and made a part of the Master Services Agreement, or Customer Agreement, when applicable.

## Confirmed and agreed:

## PLAYWORKS EDUCATION ENERGIZED

Signature: $\qquad$
Printed Name: Calvin Hamilton
Title: Regional Partnership Manager
Date: November 18th, 2021

## NAME OF CUSTOMER: Capistrano Unified School District

Signature: $\qquad$
Printed Name:
Stacy Yogi
Title: Executive Director, State and Federal Programs
Date: $\qquad$

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees<br>From: Gregory Merwin, Associate Superintendent, Education and Support Services<br>Prepared by: David Stewart, Assistant Superintendent, School Leadership and Instruction, Elementary<br>Date: January 19, 2022<br>Board Item: Addendum No. 01 to Statement of Work Under the Agreement for Use of Emerald Cove Outdoor Science Institute, Facilities, Supplies, Equipment, and Services, Public School Districts, School Year 2021-2022

## HISTORY

This is an annual item. Staff brings outdoor science school contracts to the Board 2 times a year. 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 October 20, 2021, the participation of 12 schools in ECOS's program for a variety of dates across the 2021-2022 school year. Esencia K-8 School recently expressed an interest in participating in the outdoor science camp.

## CURRENT CONSIDERATIONS

Esencia K-8 School has requested that an outdoor science camp be added to the original agreement. Their fifth grade students will attend ECOS from March 29 - April 1, 2022. Due to the fact that COVID-19 forced the cancellation of the science camp trip for the Esencia fifth graders during the 2020-2021 school year, their current sixth graders will also be attending the ECOS camp, from March 7-11, 2022. It is estimated that 80 Esencia K-8 School fifth graders and 85 sixth graders will attend.

## FINANCIAL IMPLICATIONS

The estimated additional amount required by this addendum to the contract is $\$ 64,239.00$ funded by the school's gift account.

## STAFF RECOMMENDATION

Approval of Addendum No. 01 to Statement of Work Under the Agreement for Use of Emerald Cove Outdoor Science Institute, Facilities, Supplies, Equipment, and Services, Public School Districts, School Year 2021-2022.

PREPARED BY: David Stewart, Assistant Superintendent, School Leadership and Instruction, Elementary

APPROVED BY: Gregory Merwin, Associate Superintendent, Education and Support Services

# ADDENDUM NO. \#01 TO STATEMENT OF WORK under the <br> AGREEMENT FOR USE OF EMERALD COVE OUTDOOR SCIENCE INSTITUTE FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES <br> PUBLIC SCHOOL DISTRICTS <br> SCHOOL YEAR 2021-2022 

This Addendum No. \#01 is appended to the Statement of Work under that certain agreement dated effective July 1, 2021 entered into by and between the Emerald Cove Outdoor Science Institute and Capistrano Unified School District (the "Agreement").

## RECITALS

A. ECOS and DISTRICT are parties to the above-referenced Agreement for Services dated effective July 1, 2021; and
B. ECOS and DISTRICT desire to amend the Statement of Work dated July 1, 2021 in certain respects, as more particularly set forth below.

## AGREEMENTS

NOW, THEREFORE, for and in consideration of the covenants and agreements of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals; Defined Terms. The foregoing recitals are incorporated herein for all purposes. Capitalized terms used but not defined in this Addendum No. \#01 shall have the meanings given them in the Agreement or Statement of Work, as the case may be.
2. Amendment. Section II(b) of the Statement of Work is hereby amended in its entirety to read as follows:

Delivery Dates / Locations. The foregoing Services will be performed or delivered at the following locations pursuant to the following schedule

| School | Grade | Number <br> of <br> Students | Start Date | Number <br> of Days | Site | Tuition | Total <br> Tuition |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Esencia | $6^{\text {in }}$ | 85 | $3 / 7 / 2022$ | 5 | Cedar | $\$ 399.00$ | $\$ 33,915.00$ |
| Esencia | $5^{\text {th }}$ | 80 | $3 / 29 / 2022$ | 4 | Cedar | $\$ 379.05$ | $\$ 30,324.00$ |

1. Total number of students: $\underline{171}$
2. Tuition per student: (See table above)
3. Total anticipated fees: $\$ \underline{64,239.00}$

[^10]3. Ratification. In all other respects, the Agreement remains unchanged, and continues in full force and effect as hereinabove amended. All future references to the Agreement shall mean and refer to the Agreement as hereby amended.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT

BY:
 PRINT NAME: Dr. David Stewart

TITLE: Asst. Superintendent
DATE: $\qquad$

BY: Sysha. Kubic
$\qquad$
EMERALD COVE OUTDOOR SCIENCE INSTITUTE

Authorized Signature
PRINT NAME: Stephen Kuljis
TITLE: Director
DATE: October 18, 2021

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees<br>From: Gregory Merwin, Associate Superintendent, Education and Support Services<br>Prepared by: Meg Ervais, Executive Director, 6-12 ATP, General and Special Education, Curriculum and Instruction

Date: January 19, 2021
Board Item: Sales and Services Agreement \#UCI-2022BC-002

## HISTORY

Staff is returning with this item to correct an error in the original paperwork submitted by the University of California (UCI). This item was previously approved on July 21, 2021. Due to a clerical error, the complete agreement was not included in the exhibit. The agreement number required a change due to an error when UCI assigned the agreement number. Trustee received the scope of work as "appendix" in the July 21, 2021 agenda packet. The updated exhibit includes the full agreement from UCI and Appendix A. The term of the agreement is August 1, 2021, through June 30, 2022, and provides training for staff related to the Next Generation Science Standards (NGSS).

## BACKGROUND INFORMATION

High school science departments have worked together to clarify priority standards from the NGSS, unwrap these standards to identify learning targets, and develop common formative assessments within their teacher teams to provide much needed feedback and information about student learning in relation to these targets. Training on the 3 dimensions of NGSS have taken place around the ideas of Cross-Cutting Concepts, Science and Engineering Practices and the Disciplinary Core Ideas including specific strategies on phenomena-based learning, Claim, Evidence, and Reasoning (CER), and the Engage, Explore, Explain, Elaborate, Evaluate (5E model). Ongoing discussion for selecting a science course model based on the NGSS have taken place with teachers at each high school site. Teachers have engaged in discussions of current course offerings and how they might best align to an NGSS course model. Prior to the pandemic, this work was continuing with the ultimate goal of a course model adoption to take place last year. This work was placed on hold during the pandemic and is ready to be initiated again with guidance from University of California Irvine Science Project.

## CURRENT CONSIDERATIONS

To further the preparation of District teachers to successfully implement NGSS and District initiatives, the University of California Irvine Science Project proposes to partner with the District to provide professional learning and other services for teachers to further their understanding of the framework and research-based strategies to teach twenty-first century science. The

University of California Irvine Science Project will provide secondary science teachers (grades 9 - 12) with NGSS framework support through deconstructing relevant NGSS instructional segments and pedagogical practices. Teachers will engage in discourse with their content teams to build capacity in creating a shared vision and understanding of the NGSS framework. The professional development consisted of 2 release days in Fall 2021. Additionally, the University of California Irvine Science Project will facilitate 2 meetings with Science lead teachers from each high school site. They also provided training on the November 1, 2021 secondary professional development day. These meetings and trainings will guide the District in moving forward with the selection of an NGSS course model to recommend for adoption based. These services will be rendered during the 2021-2022 school year.

## FINANCIAL IMPLICATIONS

The cost of $\$ 5,500$ would include the cost of professional learning facilitation from the University of California Irvine Science Project for the November 1, 2021 professional development funded by District Title II funds.

## STAFF RECOMMENDATION

Approval of Sales and Services Agreement \#UCI-2022BC-001 Revised \# UCI-2022BC-002.
PREPARED BY: Meg Ervais, Executive Director, 6-12 ATP, General and Special Education, Curriculum and Instruction

APPROVED BY: Gregory Merwin, Associate Superintendent, Education and Support Services

UNIVERSITY
OF
CALIFORNIA

## SALES AND SERVICES AGREEMENT \#UCI-2022BC-002

This Sales and Services Agreement (this "Agreement"), dated 8/1/2021 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a California public corporation, on behalf of the University of California, Irvine, UCI Science Project, and Capistrano Unified School District ("Client"), having a principal place of business at 33122 Valle Rd, San Juan Capistrano, CA 92675.

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

## Section 1 - Term and Termination.

### 1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

### 1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

### 1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty ( 30 ) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

## Section 2 - Statement of Work.

### 2.1. Services.

University shall perform the services set forth in Exhibit A (the "Services").

### 2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes. Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University's Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.
"Background Intellectual Property" shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client's furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, "Client Materials") or University's use of Client Materials constitutes an
infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University's consent.

### 2.3. Client Responsibilities.

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

### 2.4. No Liability for Delay.

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client's exclusive remedy for University's delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

### 2.5. Shipment and Delivery.

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

## Section 3 -Fees and Payment Schedule.

### 3.1 Fees, Schedule and Invoicing.

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

### 3.2 Service Charge.

Client agrees to pay University a one-percent (1\%) service charge per month for any payments that are not made within thirty (30) days.

### 3.3 Form of Payment.

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

## Section 4 - Insurance.

### 4.1 Client Insurance.

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance (contractual liability included):
Each Occurrence: $\$ 1,000,000$

Products/Completed Operations Aggregate: \$2,000,000
Personal and Advertising Injury: \$1,000,000
General Aggregate: \$2,000,000
Workers Compensation as required by law.

### 4.2 University Insurance.

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:
Commercial Form General Liability Insurance:

| Each Occurrence: | $\$ 1,000,000$ |
| :--- | :--- |
| Products/Completed Operations Aggregate: | $\$ 2,000,000$ |
| Personal and Advertising Injury: | $\$ 1,000,000$ |
| General Aggregate: | $\$ 2,000,000$ |

Workers Compensation as required by law.

## Section 5 - Indemnification.

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and to cooperate fully in such defense. The indemnifying party shall not settle or consent to the entry of any judgement in any action, suit or proceeding without the consent of the indemnified party, and such consent to any settlement, which consent shall not be unreasonably withheld, conditioned, or delayed.

## Section 6 -Disclaimer of Warranty and Limitation of Liability.

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL bear no responsibility for THe success or failure of the services or deliverables.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT’S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

## Section 7 - University Name and Trademarks.

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear
on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

## Section 8 - Export Control and Biohazardous Materials.

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University Contact (listed on Exhibit A) with written notification that identifies such Client Materials, including their export classification.

## Section 9 - Protected Health Information and Personally Identifiable Information.

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

## Section 10 - Force Majeure.

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

## Section 11 - Notices.

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A.

## Section 12 - Relationship of the Parties.

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

## Section 13 - Third Party Beneficiary.

There are no intended third-party beneficiaries to this Agreement.

## Section 14 - Conflict of Interest.

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decisionmaking concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:
A. An investment worth $\$ 2,000$ or more in Client or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
C. Receipt during the past 12 months of $\$ 500$ in income or $\$ 440$ in gifts from Client or its affiliate; or
D. A personal financial benefit from this Agreement in the amount of $\$ 250$ or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

## Section 15 - Assignment.

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

## Section 16 - 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 shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

## Section 17 - Non-Waiver.

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

## Section 18 - Survival.

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

## Section 19 - Amendments.

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

## Section 20 - Governing Law and Venue.

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

## Section 21 - Signatures and Counterparts.

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

## Section 22 - Entire Agreement/Integration.

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

## Section 23 - Authority of Parties/Signatories.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

## THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, IRVINE ("University")



## Client: Capistrano Unified School District



Title: Assistant Superintendent, School Leadership and Instruction, Secondary
Tax ID \#: 952321055

DocuSigned by:

Snehal Bhatt
—A75FD40391694A4
Date
Name: Snehal Bhatt
Title: Chief Procurement Office, Procurement Services

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and warkplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-contralled properties, owned or leased and regardless of location. For more information please see: http://www.policies.uci.edu/policies/pols/903-14 html.

## EXHIBIT A - STATEMENT OF WORK

## I. PARTIES

| CLIENT |  |
| :---: | :---: |
| Full Legal Name: | Capistrano Unified School District |
| Address (principal place of business): | 33122 Valle Rd, San Juan Capistrano, CA 92675 |
| Phone Number: | (949)234-9222 |
| Client Contact: | Karen Gauthier |
| Invoice Remittance Address/Instructions: | 33122 Valle Rd, San Juan Capistrano, CA 92675 |
| NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE): | N/A |
| UNIVERSITY |  |
| Name (of Campus/Department): | UCI Science Project |
| Address: | 120 Theory Suite 150, Irvine CA 92697-2505 |
| Phone Number: | (949) 824-6593 |
| University Contact: | Kelley Le, Director, UCI Science Project |
| Additional Payee Information (if applicable): | Central Cashier, 228 Aldrich Hall, Irvine CA 92697-1975 |
| NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE): | N/A |

## II. TERM OF AGREEMENT

This Agreement begins on August 1, 2021 and ends on $6 / 30 / 2022$, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

## III. STATEMENT OF WORK

| Services: | Services are outlined as per Appendix A, attached hereto and made <br> part of the agreement. |
| :--- | :--- |
| Deliverables: | N/A |
| Information/Materials <br> provided by Client: | N/A |
| Additional Client <br> Responsibilities: | N/A |

## IV. FEES AND PAYMENT SCHEDULE

| Fees (i.e., Rates/Cost): | \$20,625.00 |
| :--- | :--- |
| Payment Schedule: | Invoice client for services rendered at the end of each school semester. |
| Terms of Payment: | Net $\mathbf{3 0}$ |
| Limitations of Charges (if any): | N/A |
| Payment Address: | Central Cashier, 228 Aldrich Hall, Irvine, CA 92697-1975 |
| Form of Payment: | Please make checks payable to: UC Irvine - UC Regents |

All payments must reference the agreement number \# UCI-2022BC. 002

To further the preparation of Capistrano Unified School District teachers to successfully implement the next generation science standards and district initiatives, the UC Irvine Science Project (UCISP) proposes to partner with the district to provide professional learning and other services for teachers to understand the framework and research-based strategies to teach 21 st century science.

| Product/Service | Itemized Cost | Total Cost |
| :---: | :---: | :---: |
| Facilitation of NGSS PD for high school science teachers. <br> Provide NGSS framework support for secondary science teachers (Grades 9-12) through deconstructing relevant NGSS instructional segments and pedagogical practices needed. This will provide teachers with opportunities to engage in discourse with their content teams to build confidence and leadership capacity to create a shared vision and understanding of the framework. This professional learning can take place online. <br> - Teachers will gain foundational knowledge of the NGSS framework centered on culturally relevant and responsive pedagogy and equity in science. <br> - Teachers will deconstruct at least one instructional segment. <br> - Teachers will begin to map out the scope and sequence. | \$2,000/per facilitator per day (No more than 30 teachers per session and we can offer concurrent sessions if needed for larger groups to host up to 30 additional teachers - will arrange this with STEM coordinator) <br> $\$ 2,000$ per day $x 8$ full days <br> Living Earth (split with 2 sessions and 2 facilitators) -4 days Chemistry of Earth Systems - 2 days Physics of the Universe - 2 days | \$16,000 |
| Facilitation and Districtwide Adoption Support of the Various NGSS Models. <br> Facilitate two meetings to lead science teachers from various school sites to support NGSS districtwide adoption efforts with the STEM coordinator. This work will allow for the district to move forward in selecting one | $\$ 1,000 /$ per facilitator per session (Up to 3 hours and no more than 30 teachers per session and we can offer concurrent sessions if needed for larger groups to host up to 30 | \$2,000 |

$\left.\begin{array}{|l|l|l|}\hline \begin{array}{l}\text { NGSS course model to adopt based on informed teachers with a shared } \\ \text { vision to create coherence and equity across school sites. } \\ \text { - Teachers will have an opportunity to understand the 3 and 4 year } \\ \text { course model to support discussions around NGSS adoption. } \\ \text { Using survey data from the high school NGSS PD days to inform } \\ \text { decision making within this group, teacher leaders will engage in } \\ \text { discourse around adoption by analyzing the NGSS high school } \\ \text { instructional segments. } \\ \text { - Teachers will receive guidance on how to move forward in } \\ \text { supporting districtwide science teachers with the adoption and a } \\ \text { districtwide vote in the spring (coordinated with the STEM } \\ \text { coordinator). }\end{array} & \begin{array}{l}\text { additional teachers - will arrange } \\ \text { this with STEM coordinator) }\end{array} & \$ 1,000 \text { per session x 2 sessions }\end{array}\right]$
*Note: Any services not rendered will not be invoiced. Invoices for services rendered will be sent at the end of each semester to the district for processing.

## Amendment to UCI-2022BC-002

This Amendment \# 1 to Agreement UCI-2022BC-002 ("Agreement") is entered into between The Regents of the University of California (UC) and Capistrano Unified School District.

## AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

1) Client requests, and UC agrees to provide the additional work described in Appendix $B$, attached to this amendment, consistent with the fees costs stated therein. Appendix B is hereby incorporated into Exhibit A Statement of Work.

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives, and shall be effective upon full execution. IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

Client and/or Company representative (date)
Name: Dr. Cary Johnson
Title: Asst. Superintendent, Curriculum and Instruction, Education and Support Services

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

| Department Approver | (date) |
| :--- | :--- |
| Name: |  |
| Title: |  |
| Department: |  |

Procurement Services Signatory (date)
Name
Title:
Appendix B

## UCI Science Project <br> Capistrano Unified School District Additional Proposal June 2021- June 2022

To further the preparation of Capistrano Unified School District teachers to successfully implement the next generation science standards and district initiatives, the UC Irvine Science Project (UCISP) proposes to partner with the district to provide professional learning and other services for teachers to understand the framework and research-based strategies to teach $21^{\text {st }}$ century science.

\section*{| Product/Service | Itemized Cost |
| :--- | :--- |}


| Product/Service | Itemized Cost | Total Cost |
| :--- | :--- | :--- |
| Facilitation of NGSS PD for middle and high school science teachers <br> on 11/1/2021. <br> Provide NGSS framework support for secondary science teachers (Grades <br> 6-12) through deconstructing relevant NGSS instructional segments and <br> pedagogical practices needed. This will provide teachers with <br> opportunities to engage in discourse with their content teams to build <br> confidence and leadership capacity to create a shared vision and <br> understanding of the framework. This professional learning will take <br> place online with teachers attending in-person. <br> -Teachers will receive NGSS support in identified areas of need. <br> - Teachers will engage in a mini-lesson study to gain confidence in <br> equitable practices and culturally relevant and responsive <br> session and we can offer <br> pencurrent sessions if needed for <br> pedagogy.larger groups to host up to 30 <br> additional teachers - will arrange <br> this with STEM coordinator) | $\$ 2,000$ per day x 2 facilitators x 1 <br> full day | $\$ 1,000$ per day x 1 supporting <br> facilitator x 1 full day |
| Teachers will also engage and plan out PDSA cycles as a CFA. |  |  |
| TFEP 10\% Overhead Cost |  | $\$ 5,000.00$ |
| Total Cost |  | $\$ 500.00$ |

[^11]
# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees<br>From: Gregory Merwin, Associate Superintendent, Education and Support Services<br>Prepared by: Peggy Baerst, Executive Director, Curriculum and Instruction, General and Special Education, PK-5<br>Date: January 19, 2022<br>Board Item: Addendum to the Agreement for Additional Schools Participating in the Inside the Outdoors School Program, Agreement Number 14002, Addendum No. 4, No. 5 and No. 6

## HISTORY

The Orange County Department of Education's (OCDE) Inside the Outdoors program provides engaging outdoor education field trip experiences and classroom sessions on science topics for schools and districts in Southern California. Their "Traveling Scientist" program provides 45-75 minute sessions on a variety of science topics. The classroom sessions help inspire and promote student interest in science.

The Board approved, on October 20, 2021, the participation of 2 schools, Esencia and Wood Canyon Elementary Schools, in OCDE's Inside the Outdoors "Traveling Scientist" virtual programs.

## CURRENT CONSIDERATIONS

District schools routinely participate in the Orange County Department of Education's outdoor science school/field trip programs and "Traveling Scientist" programs and assemblies. Ladera Ranch, Oso Grande, Wood Canyon, Hidden Hills, and Oak Grove Elementary Schools have expressed interest in adding additional sessions in the "Traveling Scientist" Program for the 20212022 school year, which provides school assemblies by traveling naturalists on various science topics. Programs and assemblies for school sites listed above will be held in-person, with the exception of Oso Grande Elementary School, which will participate virtually.

## FINANCIAL IMPLICATIONS

The estimated additional amount required by this addendum to the contract is $\$ 3,680.25$ funded by site and/or gift funds.

## STAFF RECOMMENDATION

Approval of Addendum to the Agreement for Additional Schools Participating in the Inside the Outdoors School Program, Agreement Number 14002, Addendum No. 4, No. 5 and No. 6.

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Page 1 of 2
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PREPARED BY: Peggy Baerst, Executive Director, Curriculum and Instruction, General and Special Education, PK-5

APPROVED BY: Gregory Merwin, Associate Superintendent, 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<br>Agreement for Participation Inside the Outdoors

| Date: | November 24, 2021 |
| :--- | :--- |
| To: | Peggy Baerst, Executive Director <br> Capistrano Unified |
| From: | Orange County Department of Education <br> Contracts Unit |
| Subject: | Agreement for Additional School(s) Participating in <br> Inside the Outdoors |
|  | Agreement Number: \#14002, Addendum Number: \#4 |

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 14 business davs 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 $\mathbf{9 0 \%}$ of the listed number of students, as per terms of the signed contract. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

If a school has received a grant from Inside the Outdoors Foundation your per student and/or mileage fees may be covered or partially covered. However, the school will be charged the full cost of the Program for all absences that fall below 90\% (see online Fee Schedule for details).

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 your contracted enrollment.

The school is responsible for making transportation arrangements and paying for their buses for in-person programs. Decisions to cancel your Field Trip because of inclement weather must be coordinated with Inside the Outdoors.

[^12]| School | Site/Program | Schedule <br> Date | Grade | Number of <br> Sessions | Number <br> of <br> Students | Fee Per <br> Student <br> or Flat <br> Fee | Comments |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Ladera Ranch <br> Elementary <br> School | Traveling Scientist - <br> Science Night | $1 / 19 / 2022$ | ALL |  |  | 150 | $\$ 480.00$ |
| Promo Table 6- <br> 8pm \$480.00 no <br> mileage <br> (was 11/10/21) |  |  |  |  |  |  |  |

Note: Reschedule
*Please refer to Section 1.3 D and Sections 6.0 and 8.0 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 November 24, 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

| Date: | October 20, 2021 |
| :--- | :--- |
| To: | Peggy Baerst, Executive Director <br> Capistrano Unified |
| From: | Orange County Department of Education <br> Contracts Unit |
| Subject: | Agreement for Additional School(s) Participating in <br> Inside the Outdoors <br> Agreement Number: \#14002, Addendum Number: \#5 |

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).
$\square$ Please verify Programs, Participation Date(s) and final enrollment numbers to avoid additional charges.
 To complete our Agreement please send to the above address, fax or email.

You are financially responsible for at least $\mathbf{9 0 \%}$ of the listed number of students, as per terms of the signed contract. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

If a school has received a grant from Inside the Outdoors Foundation your per student and/or mileage fees may be covered or partially covered. However, the school will be charged the full cost of the Program for all absences that fall below $90 \%$ (see online Fee Schedule for details).

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 your contracted enrollment.

The school is responsible for making transportation arrangements and paying for their buses for in-person programs. Decisions to cancel your Field Trip because of inclement weather must be coordinated with Inside the Outdoors.

| School | Site/Program | Schedule <br> Date | Grade | Number of <br> Sessions | Number <br> of <br> Students | Fee Per <br> Student <br> or Flat <br> Fee | Comments |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Oso Grande <br> Elementary <br> School | Virtual Program - <br> Prado Constructed <br> Wetlands | $3 / 23 / 2022$ | 3 | 3 | 75 | no <br> charge | Grant |
| Wood Canyon <br> Elementary <br> School | Shipley <br> Gabrielino Walk <br> $9: 00-11: 00$ AM | $3 / 18 / 2022$ | 3 | In Person | 65 | $\$ 9.25$ |  |

Note: New
*Please refer to Section 1.3 D and Sections 6.0 and 8.0 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 October 20, 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

| Date: | November 30, 2021 |
| :--- | :--- |
| To: | Peggy Baerst, Executive Director <br> Capistrano Unified |
| From: | Orange County Department of Education <br> Contracts Unit |
| Subject: | Agreement for Additional School(s) Participating in <br> Inside the Outdoors <br>  <br>  <br>  <br>  <br> Agreement Number: \#14002, Addendum Number: \#6 |

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).

## $\square$ Please verify Programs, Participation Date(s) and final enrollment numbers to avoid additional charges.

Sign and return this Addendum at least 14 business davs 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 $\mathbf{9 0 \%}$ of the listed number of students, as per terms of the signed contract. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

If a school has received a grant from Inside the Outdoors Foundation your per student and/or mileage fees may be covered or partially covered. However, the school will be charged the full cost of the Program for all absences that fall below $90 \%$ (see online Fee Schedule for details).

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 your contracted enrollment.

The school is responsible for making transportation arrangements and paying for their buses for in-person programs. Decisions to cancel your Field Trip because of inclement weather must be coordinated with Inside the Outdoors.

| School | Site/Program | Schedule <br> Date | Grade | Number of Sessions | Number of Students | Fee Per Student or Flat Fee | Comments |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Hidden Hills Elementary School | Traveling Scientist Pollinators: By Design | 4/11/2022 | 2 | In Person | 61 | \$8.00 |  |
| Hidden Hills Elementary School | Mileage | 4/11/2022 |  |  |  | \$75.00 |  |
| Hidden Hills Elementary School | Traveling Scientist -Rethink-Resources | 4/13/2022 | 4 | In Person | 62 | \$8.00 |  |
| Hidden Hills Elementary School | Mileage | 4/13/2022 |  |  |  | \$75.00 |  |
| Hidden Hills Elementary School | Traveling Scientist Catch the Rays | 4/14/2022 | 1 | In Person | 49 | \$480.00 |  |
| Hidden Hills Elementary School | Mileage | 4/14/2022 |  |  |  | \$75.00 |  |
| Hidden Hills Elementary School | Traveling Scientist -More-than-OneProgram | 4/15/2022 | K3 | In Person | 95 | \$8.00 | 3rd Amazing Animals 2 classes, K Me in my World 2 classes |
| Hidden Hills Elementary School | Mileage | 4/15/2022 |  |  |  | \$75.00 |  |
| Oak Grove Elementary School | Traveling Scientist -Drip-Drop | 3/9/2022 | 345 | 3 In Person | 97 | $\begin{gathered} \text { no } \\ \text { charge } \end{gathered}$ | Assemblies |
| Oak Grove Elementary School | Mileage | 3/9/2022 |  |  |  | $\begin{gathered} \text { no } \\ \text { charge } \end{gathered}$ |  |

Note: New
*Please refer to Section 1.3 D and Sections 6.0 and 8.0 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 November 30, 2021

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees

From: Rich Montgomery, Interim Associate Superintendent, Human Resource Services
Prepared by: Riki Belshe, Assistant Principal on Special Assignment
Date: January 19, 2022
Board Item: California State University, Fullerton Fall 2021 Master Teacher Honorarium

## HISTORY

Historically, the District has partnered with universities to allow student teachers to be paired with experienced District teachers recommended by their administrator as a master teacher. The student teaching experience is a California Commission on Teacher Credentialing requirement to earn a California Preliminary Teaching Credential. Universities pay an honorarium to master teachers who work with their student teachers.

## BACKGROUND INFORMATION

In order to recruit the best new teachers, the District partners with multiple universities, including California State University, Fullerton (CSUF), to place student teachers with master teachers at District school sites. CSUF is not able to pay the master teachers directly, rather they reimburse the for the payments.

## CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the California State University, Fullerton Fall 2021 Master Teacher Honorarium.

## FINANCIAL IMPLICATIONS

The District is reimbursed for all CSUF Master Teacher Honorariums. There is no fiscal impact.

## STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the California State University, Fullerton Fall 2021 Master Teacher Honorarium.

PREPARED BY: Riki Belshe, Assistant Principal on Special Assignment
APPROVED BY: Rich Montgomery, Interim Associate Superintendent, Human Resource Services
FINAL PLACEMENT LIST


# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees

From: Rich Montgomery, Interim Associate Superintendent, Human Resource Services
Prepared by: Riki Belshe, Assistant Principal on Special Assignment, Human Resource Services

Date: January 19, 2022
Board Item: Educational Affiliation Agreement with California State University, Long Beach

## HISTORY

Historically, the District has partnered with universities to allow credential candidates to be paired with experienced District educators recommended by their administrator as a supervisor. Practicum, fieldwork, directed teaching experience is a requirement to earn a teaching credential.

## BACKGROUND INFORMATION

In order to recruit the best new educators, the District partners with multiple universities to allow several credential candidates to be placed at several District schools. Many current District educators previously completed their required practicum/fieldwork hours within Capistrano Unified School District to earn their credential.

## CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the Educational Affiliation Agreement with California State University, Long Beach.

## FINANCIAL IMPLICATIONS

Credential candidates completing practicum/fieldwork hours are not District employees and are unpaid. There is no fiscal impact.

## STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with California State University, Long Beach.

PREPARED BY: Riki Belshe, Assistant Principal on Special Assignment, Human Resource Services
APPROVED BY: Rich Montgomery, Interim Associate Superintendent, Human Resource Services

## EDUCATIONAL AFFILIATION AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University, on behalf of California State University Long Beach ("CSU" or "University"), and Capistrano Unified School District $\qquad$ ("District") (When an individual school is entering into this Agreement, any reference to "District" shall have the same meaning as "School" throughout.).

University's College of Education offers degree programs in a wide variety of academic disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, District shall provide access to University students for practical fieldwork experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the District ("Party or Parties") agree as follows:
I. EDUCATIONAL PROGRAMS - The following College of Education programs are included in this Agreement and are governed by the corresponding Exhibits, incorporated as if fully stated herein:

Exhibit A - Early Fieldwork \& Pre-Student Teaching (1 page)
Exhibit B - Basic Credential Programs (2 pages)
Exhibit C - Educational Administration (1 page)
Exhibit D - School Counseling (2 pages)
Exhibit E - School Psychology (1 page)
Exhibit F - Library Services Credential (1 page)

## II. GENERAL PROVISIONS

A. Term of Agreement - The term of this Agreement shall begin upon full execution and continue until June 30, 2026. Either Party may terminate this agreement upon thirty (30) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students performing services under this Agreement shall be allowed to continue their placement until the end of that academic semester.
B. Relationship of Parties - District (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors. University students performing internship work are learners, completing course requirements for academic credit towards a degree or certification, and are not employees or agents of University.
C. Legal Responsibility - District shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents, consistent with California law.
D. Insurance - Each Party to this agreement shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with minimum limits of $\$ 1,000,000$ for each occurrence and $\$ 2,000,000$ general aggregate, and workers compensation coverage as required by law. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of $\$ 2,000,000$ each occurrence and $\$ 4,000,000$ general aggregate. Students’ coverage includes educators’ errors \& omissions coverage.
E. Confidential Student Information- University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
F. Pre-Placement Clearances - If University students will have more than limited contact with District's students, University students shall be fingerprinted as required by the District pursuant to California Education Code §45125.1. All University students are required to obtain a CTC issued Certificate of Clearance, or similar clearance document, and possess a negative TB test result, dated within the last four years, prior to beginning any fieldwork in the District.
G. Orientation, Student Safety and Health Risks - District shall provide an orientation of its site and all relevant policies and procedures to assigned students and University faculty. District shall inform the participating student of any potential health or safety risks associated with the location of their field placement.
H. Acceptance, Termination \& Nondiscrimination in Placements - District has discretion regarding the number of placements it receives, and has the discretion to terminate the assignment of any University student at District if such student is failing to perform satisfactorily to District. District shall notify University in writing of its desire to terminate the placement of University student. University may withdraw a University student assigned to District for any academically related reason. Neither Party shall deny placement to any student on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex.
I. Services Responsibility- District retains professional and administrative responsibility for all services rendered at the District.
J. Locations - All locations under District's management or control will be covered by the terms of this Agreement.
K. Governing Law - This agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the state courts of the County of Los Angeles, State of California.
L. Assignments - This Agreement is not assignable in whole or in part.
M. Endorsement - Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.
N. Fair Labor Standards Act and Displacement of Organization Employees - It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of the District. Work performed by students is toward the completion of course/programs for their academic degree.
O. Severability - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
P. Authority - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
Q. Entire Agreement - This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

## District:

Capistrano Unified School District
(please enter the complete legal name of the entity)

## 33122 Valle Road

Street address
San Juan Capistrano, CA 92675

| City, State, Zip |  |
| :--- | :---: |
| $949-234-9200$ | hrservices@capousd.org |
| Phone Number | e-mail |

$\overline{\text { District Signature }}$

Rich Montgomery-Interim Assoc Supt HRS
Name and Title

## University:

California State University, Long Beach
Attn: Procurement \& Contractual Services
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123
(562)985-4296 FM-ContractServices@csulb.edu
University Authorized Signature Date

Name and Title

## Exhibit A <br> EARLY FIELDWORK and PRE-STUDENT TEACHING

District agrees to provide Early Fieldwork and Pre-Student Teaching experiences for students enrolled in University programs to prepare education professionals.
"Early Fieldwork" as used in this Exhibit means participation in one or more of a variety of professional preparation activities, consisting mainly of student observation, typically as a course requirement, under the direct supervision of employees of District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided.
"Pre-Student Teaching" as used in this Exhibit means participation in one or more of a variety of professional preparation activities, consisting of student observation, small group teaching and one-on-one teaching., under the direct supervision of employees of District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided. Typically, pre-student teaching activities are a methods/pedagogy course requirement.

1. Scope of fieldwork training: District shall provide to University students educational experiences through Early Fieldwork and Pre-Student Teaching placements in schools and classes of District. Such professional experiences shall be provided in such schools or classes of District and under the direct supervision and instruction of District employees.
2. Compensation: There is no compensation by University for the services for District professionals overseeing Early Fieldwork or Pre-Student Teaching assignments.
3. Assignment: The assignment of a University student for Early Fieldwork and Pre-Student Teaching placements in schools or classes of District shall be at the discretion of University, with the Agreement of the supervising classroom teacher, educational professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of University's class.

## Exhibit B

## BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING

District agrees to provide single subject, multiple subject, and education specialist student teaching experience through practice teaching to students enrolled in teacher training curricula of University.

Any honorarium or payment provided herein is intended to be transmitted promptly by District to its "Master Teacher" as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

1. Scope of Services: District shall provide to University students teaching experience through practice teaching in schools and classes of District not to exceed the units of practice teaching set forth in these Special Provisions. Such practice teaching shall be provided in such schools or classes of District and under the direct supervision and instruction District employees.
"Practice Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.
2. Rates: Contingent upon the availability of funds each semester, University may pay District for the performance by District Master Teacher for all services required to be performed under this Exhibit at the rates set forth below for each semester unit of Practice Teaching. District shall be notified not less than 60 -days prior to the semester if a change in the compensation rate is to be made due to the availability of funds.

If payment is made by University, the RATE AND AMOUNT will be $\$ 20.00$ per semester unit the student is enrolled in for the Practice Teaching experience.
3. Assignment: An assignment of a University student to Practice Teaching in schools or classes of District shall be at the discretion of University. An assignment is typically for approximately fifteen (15) to twenty (20) weeks, but the length of an assignment can vary depending on the program and student.

The assignment of a University student to Practice Teaching at District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of District the assignment card or other document given the student by University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a University student to Practice Teaching is terminated by University for any reason, District shall receive payment on account of such student except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for eight (8) weeks only. If a University student is assigned to another teacher of District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned Practice Teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by District.

Videoing in Classrooms- As part of the California Teaching Performance Assessment (CaITPA) required by the California Commission on Teacher Credentialing (CTC), student teacher candidates are required to videorecord instructional activities in the classroom demonstrating skills in the instructional practice of planning, teaching and assessing. Student Teaching Candidates will have the opportunity to complete this assignment at
the fieldwork placement site.
4. Pavment: Contingent upon funds being available to University, and written notification of availability of funds to District, District, within 45 days following the close of each semester or quarter of University, shall submit an invoice and stipend report to University for payment at the rate provided herein for all units of practice teaching provided by District under and in accordance with this agreement during said semester or quarter. A Master Teacher Stipend Report shall be executed by a duly authorized representative of District certifying that District expended or became obligated to expend in providing such Practice Teaching an amount not less than the amount of the invoice. University can provide a sample stipend report upon request.

University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State. Notwithstanding any other provisions of this agreement, University shall not be obligated by this agreement to pay District any amount in excess of the total sum set forth in this Exhibit.

## HONORARIUM BILLING PROCEDURES

1. University should be billed after the completion of each semester. The invoice must show actual number of semester units billed, and the number of student teacher semester (students per semester). Direct invoices to the Office of Clinical Practice. It is imperative that the "Office of Clinical Practice" be included on the mailing address to avoid any delays in invoice processing.

California State University Long Beach
College of Education
ATTN: Office of Clinical Practice
1250 Bellflower Blvd.
Long Beach, CA 90840-2201
2. The required Master Teacher Stipend Report approved by an authorized official is to be sent with the invoice to University Accounts Payable.
3. There is no direct transaction between University and District's Master Teachers. The contractual arrangement is between University and District.

## Exhibit C <br> EDUCATIONAL ADMINISTRATION PROGRAM

District agrees to provide access to students in the Educational Administration Program within University's College of Education Department of Educational Leadership

## RESPONSIBILITIES OF UNIVERSITY

University shall:

1. Designate a faculty member to coordinate with a designee of District.
2. Complete periodic evaluations of the student regarding their performance at District.
3. Require the student to participate in the fieldwork placement for the duration of the academic semester or school year, unless there is cause for removal.

## RESPONSIBILITIES OF STUDENTS

The assigned Student will:

1. Conform to the administrative policies, standards and practices of District and to the ethical and legal standards of the profession.
2. Identify himself/herself to the public as a student in the Educational Administration Program who is completing fieldwork at District.
3. Will set times, locations and responsibilities for the fieldwork experience in collaboration with the supervising school administrator at District and University's faculty member.
4. Plan activities in each area required by the Educational Administration Program, in collaboration with the supervising school administrator at District and University faculty member,
5. Provide the supervising school administrator at District with a copy of the Program's expectations for the fieldwork experience.
6. Notify District of illness, accident, or any other situation which does not allow the student to meet the prearranged program at District.
7. Inform University of any changes to the on-site schedule.

## RESPONSIBILITIES OF DISTRICT

District shall:

1. Provide opportunities for the student to develop professional competencies in a broad and diverse role. Opportunities will encompass a range of experiences in programs and populations, including but not limited to regular education, special education, bilingual education, English learners, age, disabilities, cultures leading to development of professional competence in the California Administrator performance Expectations (CAPE's),
2. Designate one school administrator who possesses a clear CA credential in school administration to serve as the primary supervisor.
3. Require the designated supervisor to serve as a model school administrator engaging in broad and diverse service delivery.
4. Complete periodic evaluations of the students' performance.
5. Provide ongoing supervision of all University student activities in the fieldwork experience.

Exhibit D

## SCHOOL COUNSELING PROGRAM

District agrees to provide supervised field experience for candidates in the School Counseling Program in the Department of Advanced Studies in Education and Counseling at University.

## RESPONSIBILITIES OF UNIVERSITY

University shall

1. Designate a faculty member to coordinate with a designee of District.
2. Complete periodic evaluations of the candidate regarding his/her performance at District, or when a site visit is precluded by distance, by arrangement between University faculty member and District's designee.
3. Require the candidate will participate in the fieldwork placement for the agreed upon time period, unless there is cause for removal.

## RESPONSIBILITIES OF THE STUDENT CANDIDATE DURING FIELDWORK

The student candidate will:

1. Conform to the administrative policies, standards and practices of District, and to the ethical and legal standards of the profession.
2. Identify himself/herself to the public as a candidate in University's School Counseling Program.
3. Set times, location and responsibilities of the fieldwork experience, in collaboration with District's supervising school counselor and University's faculty member,
4. Plan activities in each area included in the School Counseling Program Standards, in collaboration with District's supervising school counselor and University's faculty member,
5. Provide the supervising school counselor at District with a copy of the Program's articulated mission and expectations for the fieldwork experience.
6. Obtain a written evaluation of his/her performance from District's supervising school counselor at least once each semester and will submit that written evaluation according to the schedule established by University's faculty member. This written evaluation is required prior to posting a grade for the fieldwork course.
7. Notify District of illness, accident, or any other situation that does not allow the candidate to fulfill the prearranged program at District.

## RESPONSIBILITIES OF DISTRICT

District shall:

1. Provide opportunities for the candidate to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and in-service.
2. Provide opportunities for the candidate to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures, sexual orientation.
3. Designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. After the first few months, the candidate may also work with other experienced school counselors for specific activities.
4. Require the designated supervisor will serve as a model school counselor engaging in broad and diverse service
delivery.
5. Agree that the designated fieldwork supervisor is subject to the approval of University.
6. Evaluate candidate competencies, oversee all candidate professional activities at District, and provide guidance throughout the candidate's professional growth and development.
7. Complete periodic evaluations of the candidate's performance with written reports of that evaluation near the end of each university semester.
8. Not allow or require the workload of the student candidate to exceed fifty (50) percent of what a credentialed school counselor would work. Student candidates may serve one or two schools with a total candidate-to-student ratio of no greater than approximately 1:1,000. Any deviation from this should be made by agreement between District's supervisor or administrator and University's supervisor.
9. Provide the candidate with opportunities to video-record selected counseling activities for the purpose of supervision assessment provided that all parties to be recorded have separately consented to such a recording.

## Exhibit E SCHOOL PSYCHOLOGY PROGRAM

District agrees to provide supervised field experience for graduate student interns in the School Psychology Program in the Department of Advanced Studies in Education and Counseling at University.

## RESPONSIBILITIES OF UNIVERSITY

University shall:

1. Designate in writing a faculty member to coordinate with a designee of District.

## RESPONSIBILITIES OF DISTRICT

District shall:

1. Provide opportunities in a broad range of programs and populations, including but not limited to: general education, special education, bilingual education, age, disabilities, cultures, ethnicities, language proficiencies, and socioeconomic status allowing the intern to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, and research.
2. Accept no more interns or graduate students from University than District staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two interns or students.
3. Assure that the intern will be free to participate in University seminars regarding internship and will be able to spend at least one day (or $20 \%$ of time) each week to pursue individual professional goals and development.
4. Designate one school psychologist who has at least two years experience in school psychology to serve as the primary supervisor. After the first few months, the intern may also work with other experienced school psychologists for specific activities.
5. Evaluate intern competencies, oversee all intern professional activities at District, and provide guidance throughout the intern's professional growth and development. All psychological or psychoeducational evaluation reports must be co-signed by the supervising credentialed school psychologist throughout the internship year.
6. Complete periodic written evaluations of the intern's performance with written reports of that evaluation near the end of each semester.
7. Assures that the intern will receive face-to-face supervision for a minimum of two hours a week, although as many as four hours a week may be needed, especially at the beginning of the internship experience.
8. Assure that the workload of the intern will not exceed seventy-five (75) percent of what a credentialed school psychologist would work; interns may serve one or two schools with a total intern/student ratio of no greater than approximately $1: 1,000$. It is presumed that all interns will maintain their assigned school placement(s) for the full academic school year. Any deviation from this should be made by cooperative agreement between District's supervisor or administrator and University's supervisor.
9. Assure that the intern will devote at least twenty (20) percent but not more than forty (40) percent of his or her time to psychoeducational evaluations and direct related services.

## EXHIBIT F TEACHER LIBRARIAN SERVICES CREDENTIAL FIELDWORK

District agrees to provide library media experiences through to students enrolled in library media teacher services credential curricula at University.
"Field Experience" as used in this Exhibit active participation in the duties and functions of teacher Librarians under the direct supervision and instruction of employees of District holding current valid Teacher Librarian Services Credential issued by the State Commission on Teacher Credentialing, authorizing them to serve as teacher Librarians in the schools in which the field experiences are provided. The employee must also be experienced in library media programs; model professional involvement in library media organizations.

1. District shall provide to University students library media experiences through Field Experiences in school libraries of District, under the direct, supervision and instruction of employees of District.
2. A semester unit of field experiences for elementary and secondary schools is 90 hours of library media teacher work, with the understanding that University students shall have 45 hours of Field Experience at each site.
3. The supervising Teacher Librarian shall communicate with University's coordinator regularly in terms of providing formative assessment of the student's work. District's supervising Teacher Librarian shall submit a written summative evaluation of University students to University's coordinator to verify that University students have completed the 45 required hours of Field Experiences at District's school library.
4. University shall provide a faculty member to oversee the Field Experience. The faculty member shall meet with District’s supervising teacher Librarian and University student to plan the Field Experience and supervise the implementation.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

BOARD REPORT

To: Board of Trustees<br>From: Rich Montgomery, Interim Associate Superintendent, Human Resource Services<br>Prepared by: Riki Belshe, Assistant Principal on Special Assignment, Human Resource Services<br>Date: January 19, 2022<br>Board Item: Speech Pathology Field Placement Agreement with Baylor University

## HISTORY

This is an annual item. Historically, the District has partnered with colleges and universities to allow students enrolled in courses to earn their Speech and Language Pathology credential, to be paired with a veteran District Speech and Language Pathologist as their supervisor. The supervisor supports the student as each completes clinical hours required by the college or university to earn their credential.

## BACKGROUND INFORMATION

In order to recruit the best new Speech and Language Pathologists, the District partners with multiple colleges and universities to support students as they complete their program requirements.

## CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the Speech Pathology Field Placement Agreement with Baylor University.

## FINANCIAL IMPLICATIONS

There is no fiscal impact.

## STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Speech Pathology Field Placement Agreement with Baylor University.

PREPARED BY: Riki Belshe, Assistant Principal on Special Assignment, Human Resource Services

Page 1 of 2

APPROVED BY: Rich Montgomery, Interim Associate Superintendent, Human Resource Services

## SPEECH PATHOLOGY FIELD PLACEMENT AGREEMENT BETWEEN BAYLOR UNIVERSITY AND CAPISTRANO UNIFIED SCHOOL DISTRICT

The following agreement is mutually agreed upon in order to clarify the joint and separate responsibilities between Capistrano Unified School District, hereinafter referred to as the "Agency," and Baylor University, a Texas non-profit corporation, hereinafter referred to as the "University," by which the parties will provide field instruction in Speech Pathology for selected students of the University. This contract supersedes any previous contract or agreement, verbal or written, entered into between the University and Agency for the purpose of Speech Pathology field placement.

## SECTION I

It is mutually agreed that:

1. The purpose of Speech Pathology field placement with the Agency is to provide opportunities for learning and to enable the students to meet the objectives of field instruction.
2. The Agency will have the right to interview students selected by the University.
3. The Agency will have the right to reject any student who, in the Agency's judgment, does not meet its criteria for acceptance and to set the total number of students the Agency is willing to accept for placement.
4. The Agency through the Field Instructor(s) will provide input to the University's Speech Pathology curriculum and the University is responsible for maintaining adequate structure to consider the utilization of such input.
5. In the interest of quality clinical care, the Agency will provide supervision and instruction regarding individual cases seen by the student.
6. The number of students which the Agency will receive will be mutually agreed upon at least 4 weeks prior to the students' field experience.
7. The Agency will plan and administer all aspects of the clinical care program and shall provide qualified supervision of all clinical care activities.
8. Any provision of this agreement to the contrary notwithstanding, the Agency personnel may, at any time, relieve a student of any specific assignment, or may request that a student leave the clinical care area or the hospital premises, for any reason that the Agency personnel deem necessary for the quality of clinical care.
9. Any provision of this agreement to the contrary notwithstanding, a client may request that they not be a teaching client and such request will be honored by Agency and University. In addition, the Agency may, on its sole authority, designate one of its clients as a non-teaching client.
10. Students and faculty of the University may not be deemed employees of the Agency nor shall employees of the Agency be deemed to be employees of the University for purposes of compensation or benefits or within the terms of any workmen's compensation, unemployment compensation, or the withholding of income and social security taxes. This provision shall not be deemed to prohibit the employment of a student or faculty member of the University by the Agency under a separate employment agreement or prohibit the employment of an employee of the Agency by the University under separate employment agreement.
11. If Agency is a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, then for purposes of compliance with HIPAA, Students of University shall function as part of the Facility's "workforce", limited to the definition of 45 CFR $\S 160.103$ and shall be subject to the HIPAA policies and procedures of the Facility. University shall inform the assigned Students of the HIPAA requirements prior to their assignment to the Agency. However, University shall not be considered to be a Business Associate of the Facility, as that term is defined in 45 CFR §160.103.
12. Each party is separately responsible for compliance with applicable laws, including anti-discrimination laws that are applicable to their respective activities under the program.
13. The Agency is not responsible for providing a student with life insurance, workmen's compensation insurance, or hospitalization insurance. The Agency will not provide free medical care to the student.
14. Indemnity Provision - University agrees to indemnify and hold harmless the Agency from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of Students. Agency agrees to indemnify and hold harmless University against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of its employees. University has the authority to investigate liability claims or discrimination claims made by or against University, its faculty or students.

## SECTION II

The Agency agrees to:

1. Accept students for field instruction in Speech Pathology including participation in the overall Agency program and activities as appropriate to the objectives of field instruction.

The Agency will provide students such cases, and client contacts, within the Agency to meet the objectives of field instruction, including both a variety of direct service experiences and experiences with the organizational functioning of the Agency as are available and appropriate.
2. Appoint a professional Speech Pathologist(s) who demonstrate(s) commitment to practice and to education to assume a day-to-day working relationship with the University's Field Coordinator and to act as Field Instructor(s) for the student(s) and will allot said staff member(s) sufficient time for planning, supervision, evaluation, and to gain familiarity with the University's program.
3. Furnish in writing to the University any exceptional criteria it considers necessary for the selection of students placed with the Agency.
4. Inform the University of any difficulties a student is having that might result in termination of the placement or a failing grade.
5. Prohibit the disclosure of personally identifiable information, as defined by the Family Educational Rights and Privacy Act, of a student without the prior consent of the student, and to limit Agency's use of such information only for the purpose for which it obtained such information.
6. Provide the use of existing office space, including privacy for interviewing, and such equipment, supplies, and clerical assistance as are necessary to the accomplishment of the learning task and the student's responsibilities in the Agency.
7. Inform the University of any change in policies, procedures, or staffing that might affect the quality of nature of field instruction.
8. Provide the University with a written summary of student performance at the termination of the field experience.
9. Provide the University with the Agency's standards and regulations for personnel. Students will be subject to such rules and regulations of the Agency as are congruent with the educational objectives of field experience.
10. Retain responsibility for Speech Pathology services to its clients.
11. Maintain appropriate general liability insurance coverage in the amounts of at least $\$ 1,000,000$ per occurrence and $\$ 3,000,000$ in the aggregate, with insurance carriers or self-insurance programs.

## SECTION III

The University agrees to:

1. Assume responsibility for the selection of students to be interviewed by the Agency, and provide the Agency, prior to the interview, information about the student's academic achievement, previous work experience, and a brief autobiography. The University agrees to endeavor to meet the exceptional criteria specified by the Agency.
2. Honor a written request by the Agency, detailing the reason or cause, to relieve a student of his or her field placement responsibilities if such a student is found unsuitable for his or her assignment, or if unusual circumstances within the Agency dictate termination of the field experience.
3. Assume responsibility for the overall quality of the student's education in the Speech Pathology Program and for the administration of the field instruction program in relation to the educational requirements of the Speech Pathology Program and the University.
4. Be responsible for cooperation with the Agency in maintaining standards in preparing students for placement to assure the quality of services required by the Agency.
5. Direct student to obtain a California Commission on Teacher Credentialing issued Certificate of Clearance (CoC) using crc.ca.gov. The CoC must be issued prior to placement of the student at an Agency location.
6. Verify the student has a current (within one year) negative TB test
7. Maintain for itself and provide to Students or require that Students obtain and maintain appropriate general and professional liability insurance coverage in the amounts of at least $\$ 1,000,000$ per occurrence and $\$ 3,000,000$ in the aggregate, with insurance carriers or self-insurance programs approved by Agency, in accordance with Agency's bylaws, rules and regulations. A copy of the certificate of insurance shall be provided to the Agency.
8. If the student will receive non-FERPA covered Protected Health Information, as that term is defined under HIPAA, as amended, during the placement, require students to obtain training in the legal requirements and practices concerning the:
a. Confidentiality of patient information prior to assignment to the Agency, which will include privacy and security standards established by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. §§1320d et seq., and regulations adopted under that act, as modified by the Health Information Technology for Economic and Clinical Health Act (HITECH) (P.L. 111-5), and regulations adopted under that act at 45 CFR Parts 160, 162, and 164. University will also instruct students in their responsibility to obtain education in Agency specific privacy and security requirements.
b. Confidentiality of knowledge and information obtained about the Agency while participating in the field placement, including knowledge and information regarding the business and operation of the Agency; policies, procedures, and guidelines of the Agency; and information about employees, agents, representatives, and contractors of the Agency.
9. If the student may be at risk for occupational exposure to blood or other potentially infectious materials, require students, as condition for participating in this field placement to obtain:
a. Training in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Blood-borne Pathogens
b. Training in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other blood borne pathogens.
c. Training in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment.
d. Information on the hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated.

## SECTION IV

The student will be expected to:

1. Follow the administrative and clinical policies, standards, and practices of the Agency.
2. Comply with the regulations of professional conduct as outlined by the American Speech-Language-Hearing Association.
3. Obtain prior written approval of the Agency before publishing any materials related to the clinical experience.
4. Provide the necessary and appropriate dress (uniforms, if required). Provide his or her own transportation and living arrangements and meals.

## SECTION V

1. This agreement will become effective as of the date last signed below.
2. This Agreement shall remain in effect until June 30, 2024. Either party may terminate this Agreement, with or without cause, by written notice to the other party at least sixty (60)
days prior to the commencement of the next academic term. Students enrolled in the course at the time notice is given shall have the opportunity to complete the course of study in progress.
3. The parties to this agreement may amend this Agreement as deemed necessary provided, however, that no amendment to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties.
4. All the terms, conditions, and provisions agreed upon by the parties to this agreement are incorporated in this document.

For the faithful performance of the terms of this agreement, the parties hereto, in their capacities as stated, affix their signatures and bind themselves.

## BAYLOR UNIVERSITY

## By:

Sheri L. Dragoo<br>Interim Dean, Robbins College of Health and Human Sciences

Date: $\qquad$

## AGENCY: CAPISTRANO UNIFIED SCHOOL DISTRICT

By:
Rich Montgomery
Interim Associate Superintendent, Human Resource Services
Date:

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees<br>From: Rich Montgomery, Interim Associate Superintendent, Human Resource Services<br>Date: January 19, 2022<br>Board Item: Resignations/Retirements/Employment - Certificated Employees

## HISTORY

This is a monthly item. The activity list for employment, separation and additional assignments of certificated employees is a standing item that is presented during each regularly scheduled Board of Trustees meeting.

## BACKGROUND INFORMATION

In accordance with California Education Code §§ 44830(a), 45102, 44930, 45201 and 45190, employment actions or processes that affect an employee's status or pay during their employment must be approved by the Board of Trustees.

Certificated activity lists may include a variety of "Additional Assignments." These may be instructional assignments outside an employee's normal instructional duties, such as teaching summer school or providing home/hospital instruction, or they may be non-instructional assignments such as professional development. Hourly pay for teachers is $\$ 50$ per hour for additional instructional assignments or $\$ 30$ per hour for non-instructional assignments. Other certificated employees may have different pay rates or per diem rates. After the assignment is completed, the Payroll Department will receive an employee timesheet, signed by a supervisor, showing the time worked on the assignment. The Payroll Department will determine whether the hours worked were approved and will pay the employee for the hours worked, up to the approved amount. If the employee works fewer than the approved number of hours, he or she is paid only for the number of hours worked. If the assignment cannot be completed within the approved number of hours, a new request must be submitted for the estimated amount of work remaining.

## CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the activity list for certificated employees.

## FINANCIAL IMPLICATIONS

These positions will be charged to the appropriate fund and are included in the adopted budget.

## STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the activity list for certificated employees.

APPROVED BY: Rich Montgomery, Interim Associate Superintendent, Human Resource Services

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Certificated Employees

## ACCEPT RESIGNATION/TERMINATION

| Name |  | Position Title | Reason | Original Hire Date | Date of Separation |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1. | Baldini, Cara S. | Teacher High School | Voluntary Resignation | 08/11/2021 | 12/17/2021 |
| 2. | Besseling, Michiel C. | Teacher High School | Voluntary Resignation | 08/11/2021 | 12/17/2021 |
| 3. | Bieger, Jesseca L. | Teacher High School | Voluntary Resignation | 08/14/2019 | 11/21/2021 |
|  | Boullon, Alexander A. | Teacher Elementary | Voluntary Resignation | 08/11/2021 | 12/16/2021 |
| 5. | Brooks, Tim L. | Assoc Supt Hr Srvcs | Deceased | 02/05/1996 | 11/21/2021 |
| 6. | Hunt, Troy S. | Principal Elementary | Retirement | 07/01/2013 | 12/17/2021 |
| 7. | Maass, Deanna L. | Teacher Elementary | Retirement | 09/03/1985 | 01/03/2022 |
| 8. | Maclellan, Tailor A. | Sub Teacher | Voluntary Resignation | 10/22/2021 | 11/19/2021 |
| 9. | Martin, Olivia N. | Sub Teacher | Voluntary Resignation | 09/14/2021 | 11/26/2021 |
|  | O'Loughlin Camp, Keely M. | Sub Teacher | Voluntary Resignation | 12/28/2020 | 12/06/2021 |
| 11. | Ortiz, Cynthia L. | Teacher Middle School | Voluntary Resignation | 08/22/2003 | 11/30/2021 |
|  | Samoszuk, Jeanne M. | Sub Teacher | Voluntary Resignation | 02/07/2019 | 11/15/2021 |

## APPROVE EMPLOYMENT

| Name |  | Position- <br> $1^{\text {ST }}$ Year Temporary | Annual <br> Salary | Column/ Step | Effective Date |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Boullon, Alexander A. | Teacher Elementary | \$65,011 | C-03 | 08/11/2021 |
| 14. | Darley, Bailey C. | Teacher Music (Itinerant) | \$55,047 | A - 01 | 12/08/2021 |
|  | Gunderson, Simone S. | Psychologist | \$41,703 | 01-05 | 01/03/2022 |
| 16. | Jones, Mariah Y. | Counselor | \$40,898 | C - 02 | 12/13/2021 |
|  | Jones, Mariah Y. | Counselor | \$27,265 | C-02 | 12/13/2021 |
|  | McConvey, Becca S. | Teacher Elementary | \$55,047 | A - 01 | 12/02/2021 |
| 19. | Sanders, Marlene G. | Psychologist | \$90,872 | 01-02 | 12/07/2021 |
| 20. | Yaganeh, Samira | Counselor | \$67,267 | B-03 | 12/06/2021 |
| 21. | Yasin, Husein M. | Counselor | \$31,575 | B-01 | 01/03/2022 |
| 22. | Yasin, Husein M. | Counselor | \$31,575 | B-01 | 01/03/2022 |
| 23. | Yean, Jessica T. | Teacher High School | \$26,914 | C-04 | 12/02/2021 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Certificated Employees

## APPROVE EMPLOYMENT (Cont.)



## APPROVE HOME/HOSPITAL TEACHER

Pay @ $\$ 50.00$ per hour
25. Breault, Richere
26. Chapman, Michael J.
27. Ruiz, Noe

## APPROVE SUBSTITUTE

| Name |  | $\underline{\text { Position }}$ | Effective <br> Date |  |
| ---: | :--- | :--- | :--- | :--- |
| 28. | Altman, Alexandra | Sub Teacher | $\$ 175.00$ | $12 / 14 / 2021$ |
| M. |  | $\$ 175.00$ |  |  |
| 29. | Becerra, Michelle P. | Sub Teacher | $\$ 175.00$ | $12 / 07 / 2021$ |
| 30. | Bolourchian, | Sub Teacher | $\$ 175.00$ | $11 / 15 / 2021$ |
|  | Nazanin |  |  | $12 / 10 / 2021$ |
| 31. | Brownson, Steven | Sub Teacher | $\$ 175.00$ |  |
| M. |  | $\$ 175.00$ | $11 / 15 / 2021$ |  |
| 32. | Caldwell, Erin D. | Sub Teacher | $\$ 275.00$ | $12 / 08 / 2021$ |
| 33. | Doelman, Kari H. | Sub Teacher | $\$ 175.00$ | $12 / 06 / 2021$ |
| 34. | Dulac, Lila S. | Sub Counselor |  | $11 / 15 / 2021$ |
| 35. | Gray Cerillo, Toni | Sub Teacher | $\$ 175.00$ |  |
|  | A. | $\$ 175.00$ | $11 / 22 / 2021$ |  |
| 36. | Greenup, Irene I. | Sub Teacher | $\$ 175.00$ | $11 / 30 / 2021$ |
| 37. | Hansen, Laura B. | Sub Teacher | $\$ 175.00$ | $12 / 08 / 2021$ |
| 38. | Howard, Emily R. | Sub Teacher | $\$ 175.00$ | $12 / 08 / 2021$ |
| 39. | Jones, Mathew D. | Sub Teacher | $\$ 175.00$ | $11 / 30 / 2021$ |
| 40. | Kipta, Geralyn | Sub Teacher | $\$ 175.00$ | $12 / 14 / 2021$ |
| 41. | Krasko, Julia A. | Sub Teacher | $\$ 175.00$ | $12 / 08 / 2021$ |
| 42. | Lealand, Stacie A. | Sub Teacher | $\$ 275.00$ | $12 / 08 / 2021$ |
| 43. | Miller, Michelle R. | Sub Teacher |  | $12 / 13 / 2021$ |
| 44. | Moriarty, Deborah | Sub Counselor | $\$ 175.00$ |  |
| A. |  | $\$ 175.00$ | $12 / 09 / 2021$ |  |
| 45. | Murphy, Marissa C. | Sub Teacher |  | $12 / 14 / 2021$ |
| 46. | Navarro, Nicholas | Sub Teacher |  |  |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022
Certificated Employees

## APPROVE SUBSTITUTE (Cont.)

| Name |  | Position | $\underline{\text { Daily Rate of Pay }}$ | Effective <br> Date |
| ---: | :--- | :--- | :--- | :--- |
| 47. | O'Sullivan, Kristin | Sub Teacher | $\$ 175.00$ | $12 / 08 / 2021$ |
|  | G. |  | $\$ 175.00$ |  |
| 48. | Ortega, Brandon E. | Sub Teacher | $\$ 175.00$ | $11 / 15 / 2021$ |
| 49. | Owens, Brandon R. | Sub Teacher | $\$ 175.00$ | $11 / 30 / 2021$ |
| 50. | Porter, Robert E. | Sub Teacher | $\$ 175.00$ | $12 / 09 / 2021$ |
| 51. | Quinn, Cynthia L. | Sub Teacher | $\$ 175.00$ | $12 / 08 / 2021$ |
| 52. | Rasmussen-Ream, | Sub Teacher |  | $12 / 06 / 2021$ |
|  | Katrina | $\$ 175.00$ |  |  |
| 53. | Reynolds, Stacy J. | Sub Teacher | $\$ 175.00$ | $11 / 16 / 2021$ |
| 54. | Rhinehart, Leslie J. | Sub Teacher | $\$ 175.00$ | $12 / 10 / 2021$ |
| 55. | Selikson, Debbie L. | Sub Teacher | $\$ 175.00$ | $12 / 08 / 2021$ |
| 56. | Siess, Erin M. | Sub Teacher | $\$ 175.00$ | $12 / 10 / 2021$ |
| 57. | Smith, Abigail C. | Sub Teacher | $\$ 175.00$ | $12 / 06 / 2021$ |
| 58. | Warffuel, Crystal N. | Sub Teacher |  | $12 / 14 / 2021$ |

## APPROVE 6/5 ${ }^{\text {ths }}$ ASSIGNMENT

| Name |  | $6 / 5^{\text {ths }}$ Assignment |
| ---: | :--- | :--- |
| 59. | Atencio, Caitlin A. | 2nd Semester $6 / 5$ ths |
| 60. | Bethke, Amy L. | 2nd Semester $6 / 5$ ths |
| 61. | Bleidistel, Deanna | 2nd Semester $6 / 5$ ths |
| L. |  |  |
| 62. | Bowen, Andrika | 2nd Semester $6 / 5$ ths |
| 63. | Derry, Patrick D. | 2nd Semester $6 / 5$ ths |
| 64. Franzi, Debra B. | 2nd Semester $6 / 5$ ths |  |
| 65. Garcia, Cristina | 2nd Semester $6 / 5$ ths |  |
| 66. Gray, Carrie-Anne | 2nd Semester $6 / 5$ ths |  |
| 67. | Hale, Michael J. | 2nd Semester $6 / 5$ ths |
| 68. | Halton, Jennifer L. | 2nd Semester $6 / 5$ ths |


| Location | $\underline{l}$ Dates |
| :--- | :--- |
| Shorecliffs Middle | $01 / 03 / 2022-$ |
| School | $06 / 03 / 2022$ |
| Ladera Ranch Middle | $01 / 03 / 2022-$ |
| School | $06 / 03 / 2022$ |
| Ladera Ranch Middle | $01 / 03 / 2022-$ |
| School | $06 / 03 / 2022$ |
| Ladera Ranch Middle | $01 / 03 / 2022-$ |
| School | $06 / 03 / 2022$ |
| Shorecliffs Middle | $01 / 03 / 2022-$ |
| School | $06 / 03 / 2022$ |
| Ladera Ranch Middle | $01 / 03 / 2022-$ |
| School | $06 / 03 / 2022$ |
| Ladera Ranch Middle | $01 / 03 / 2022-$ |
| School | $06 / 03 / 2022$ |
| Ladera Ranch Middle | $01 / 03 / 2022-$ |
| School | $06 / 03 / 2022$ |
| Ladera Ranch Middle | $01 / 03 / 2022-$ |
| School | $06 / 03 / 2022$ |
| Ladera Ranch Middle | $01 / 03 / 2022-$ |
| School | $06 / 03 / 2022$ |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Certificated Employees

## APPROVE 6/5 ${ }^{\text {ths }}$ ASSIGNMENT (Cont.)

| Name |  | 6/5 ${ }^{\text {ths }}$ Assignment | Location | $\begin{aligned} & \text { Eftecti } \\ & \text { Dates } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: |
| 69. | Hansen, Mike M. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & \text { 01/03/2022- } \\ & 06 / 03 / 2022 \end{aligned}$ |
| 70. | Hatchel, Steven L. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 71. | Hatcher, Amanda L. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 72. | Hefft, Ukkyong Y. | 2nd Semester 6/5ths | Shorecliffs Middle School | $\begin{aligned} & 01 / 03 / 2022 \\ & 06 / 03 / 2022 \end{aligned}$ |
| 73. | Kilpatrick, Paige N. | 2nd Semester 6/5ths | Marco Forster Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 74. | Love, Heather L. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 75. | McGowan, Michelle L. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & \text { 01/03/2022- } \\ & 06 / 03 / 2022 \end{aligned}$ |
| 76. | McLaughlin, Heather E. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 77. | Nicolai, Leah M. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022 \\ & 06 / 03 / 2022 \end{aligned}$ |
| 78. | Ray, Keri S. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 79. | Roberson, Kimberly <br> B. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022 \\ & 06 / 03 / 2022 \end{aligned}$ |
| 80. | Rodin, Trevor T. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 81. | Rothchild, Denise | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 82. | Schofield, Nicholas W. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 83. | Schooler, Michael R. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 84. | Smolinski, Lesli E. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 85. | Woods, Marnie M. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 86. | Woolley, Sarah M. | 2nd Semester 6/5ths | Marco Forster Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 87. | Young, Jessica N. | 2nd Semester 6/5ths | Ladera Ranch Middle School | $\begin{aligned} & 01 / 03 / 2022- \\ & 06 / 03 / 2022 \end{aligned}$ |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Certificated Employees

## APPROVE ASSIGNMENT ADJUSTMENT

|  | Previous <br> Name | Assignment (FTE) | New <br> Assignment (FTE) |
| :--- | :--- | :--- | :--- |

## APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT

Pay @ $\$ 50.00$ per hour

| Name |  | Additional Assignment | Location | $\underline{\text { Date(s) }}$ |
| :---: | :---: | :---: | :---: | :---: |
| 89. | Aiyar, Shreshta S. | TAA NTE 32 hrs (Conduct | San Juan Hills High | 09/01/2021- |
|  |  | Saturday school) | School | 06/04/2022 |
| 90. | Bain, Olivia S. | TAA NTE 8 hrs (Conduct | San Juan Hills High | 09/01/2021- |
|  |  | Saturday school) | School | 06/04/2022 |
| 91. | Baker, Kent G. | TAA NTE 12 hrs (Sub for | Capistrano Valley | 10/11/2021- |
|  |  | Saturday school ) | High School | 05/30/2022 |
| 92. | Barber, Angela K. | TAA NTE 55 hrs (Assist with | Dana Hills High | 09/07/2021- |
|  |  | homework center) | School | 12/17/2021 |
| 93. | Beligan, Jacqueline | TAA NTE 40 hrs (Conduct | Bernice Ayer Middle | 11/01/2021- |
|  | F. | Saturday school) | School | 06/30/2022 |
| 94. | Cunningham, Hailey | TAA NTE 12 hrs (Conduct | San Juan Hills High | 09/01/2021- |
|  | P. | Saturday school) | School | 06/04/2022 |
| 95. | Daly III, James J. | TAA NTE 55 hrs (Assist with | Dana Hills High | 09/07/2021- |
|  |  | homework center) | School | 12/17/2021 |
| 96. | Feyk, Michael D. | TAA NTE 30hrs (Proctor after | San Clemente High | 10/01/2021- |
|  |  | school detention) | School | 06/02/2022 |
| 97. | Finman, Marie F. | TAA NTE 36 hrs (Conduct | San Juan Hills High | 09/01/2021- |
|  |  | Saturday school) | School | 06/04/2022 |
| 98. | Fitzgerald, Barrie E. | TAA NTE 4.5 hpw (Serve in after- | Clarence Lobo Elem | $\begin{aligned} & 11 / 29 / 2021- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 99. | Gerfin, Julia | TAA NTE 390 hrs (Teach excess | Choose/Capistrano | 08/12/2021- |
|  |  | students due to Covid) | Virtual | 06/03/2022 |
| 100. | Gragg, Amanda L. | TAA NTE 55 hrs (Assist with | Dana Hills High | 09/07/2021- |
|  |  | homework center) | School | 12/17/2021 |
| 101. | Greene, Kathryn M. | TAA NTE 4.5 hpw (Serve in after- | Clarence Lobo Elem | 11/29/2021- |
|  |  | school reading classes) | School | 06/03/2022 |
| 102. | Ho, Alan K. | TAA NTE 30 hrs (Proctor after | San Clemente High | 10/01/2021- |
|  |  | school detention) | School | 06/02/2022 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022
Certificated Employees

## APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Pay @ $\$ 50.00$ per hour

| Name | Additional <br> Assignment | Location | Date(s) |
| :---: | :---: | :---: | :---: |
| 103. Hornig, Timothy F. | TAA NTE 30 hrs (Proctor after school detention) | San Clemente High School | $\begin{aligned} & \text { 10/01/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |
| 104. Keeler, Linda D. | TAA NTE 24 hrs (Conduct Saturday school) | San Juan Hills High School | $\begin{aligned} & 09 / 01 / 2021- \\ & 06 / 04 / 2022 \end{aligned}$ |
| 105. Mansfield, Andrew D. | TAA NTE 30 hrs (Proctor after school detention) | San Clemente High School | $\begin{aligned} & 10 / 01 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 106. Mejia, Mariana M. | TAA NTE 55 hrs (Assist with homework center) | Dana Hills High School | $\begin{aligned} & \text { 09/07/2021- } \\ & 12 / 17 / 2021 \end{aligned}$ |
| 107. Moos, Theresa C. | TAA NTE 55 hrs (Assist with homework center) | Dana Hills High School | $\begin{aligned} & \text { 09/07/2021- } \\ & 12 / 17 / 2021 \end{aligned}$ |
| 108. Morrison, Amanda L. | TAA NTE 40 hrs (Teach excess students due to Covid) | Choose/Capistrano <br> Virtual | $\begin{aligned} & 08 / 12 / 2021- \\ & 09 / 03 / 2021 \end{aligned}$ |
| 109. O'Husky, Carrie A. | TAA NTE 4.5 hpw (Serve in afterschool reading classes) | Clarence Lobo Elem School | $\begin{aligned} & 11 / 29 / 2021- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 110. Ortiz, Scarlett | TAA NTE 30 hrs (Proctor after school detention) | San Clemente High School | $\begin{aligned} & 10 / 01 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 111. Pelayo, Ana M. | TAA NTE 2 hrs (Support student) | Fred Newhart Middle School | $\begin{aligned} & 10 / 29 / 2021- \\ & 10 / 29 / 2021 \end{aligned}$ |
| 112. Plummer, Kristian T. | TAA NTE 30 hrs (Proctor after school detention) | San Clemente High School | $\begin{aligned} & 10 / 01 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 113. Ricks, Kelly E. | TAA NTE 390 hrs (Teach excess students due to Covid) | Choose/Capistrano <br> Virtual | $\begin{aligned} & 08 / 12 / 2021- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 114. Spengler IV, Leo A. | TAA NTE 12 hrs (Conduct Saturday school) | San Juan Hills High School | $\begin{aligned} & 09 / 01 / 2021- \\ & 06 / 04 / 2022 \end{aligned}$ |
| 115. Trudeau, Laura L. | TAA NTE 4.5 hpw (Serve in afterschool reading classes) | Clarence Lobo Elem School | $\begin{aligned} & 11 / 29 / 2021 \\ & 06 / 03 / 2022 \end{aligned}$ |
| 116. Tuttle, Jeannie L. | TAA NTE 16hrs (Conduct Saturday school) | San Juan Hills High School | $\begin{aligned} & 09 / 01 / 2021- \\ & 06 / 04 / 2022 \end{aligned}$ |
| 117. Viglielmo, Michelle L. | TAA NTE 4.5 hpw (Serve in afterschool reading classes) | Clarence Lobo Elem School | $\begin{aligned} & 11 / 29 / 2021- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 118. Wegner, Katie M. | TAA NTE 12 hrs (Conduct Saturday school) | San Juan Hills High School | $\begin{aligned} & \text { 09/01/2021- } \\ & 06 / 04 / 2022 \end{aligned}$ |
| 119. Zimpelmann, Dana R. | TAA NTE 2 hrs (Support student) | Fred Newhart Middle School | $\begin{aligned} & 10 / 29 / 2021- \\ & 10 / 29 / 2021 \end{aligned}$ |

Pilot for Newcomers - Education Services
Not to exceed 308 hours pay @ $\$ 50.00$ per hour for 23 employees 12/01/2021-06/03/2022

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> <br> San Juan Capistrano, California 

 <br> <br> San Juan Capistrano, California}

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Certificated Employees

# APROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT 

 Pay @ $\$ 30.00$ per hourTechnology Integration/Brain Pop Training - George White ES
Not to exceed 11 hours pay @ $\$ 30.00$ per hour for 11 employees 11/09/2021-11/16/2021

IB Team Meetings - Capistrano Valley HS
Not to exceed 51 hours pay @ $\$ 30.00$ per hour for 17 employees 11/01/2021-06/03/2022
iREADY Math for Elementary Professional Learning - Education Services Not to exceed 28.5 hours pay @ $\$ 30.00$ per hour for 19 employees 10/01/2021-10/13/2021

Attend STEM Advisory Board Meeting - Education Services Not to exceed 7 hours pay @ $\$ 30.00$ per hour for 7 employees 11/17/2021

Attend OCDE Training - Office Language Acquisition
Not to exceed 20 hours pay @ $\$ 30.00$ per hour for 10 employees 02/16/2022

Attend Alternate ELPAC Training - Office Language Acquisition Not to exceed 164 hours pay @ $\$ 30.00$ per hour for 41 employees 11/08/2021-12/09/2021

Mindfulness for Educators Training - Professional Learning Not to exceed 17 hours pay @ $\$ 30.00$ per hour for 17 employees 10/18/2021

## APPROVE ADDITIONAL ASSIGNMENT

Pay@ per diem rate

| Name | Additional <br> Assignment | Location | Date(s) |
| :---: | :---: | :---: | :---: |
|  |  |  |  |
| 120. Bowden, Joanna C. | TAA NTE 25 hrs (Attend | ESS | 11/30/2021- |
|  | assessments, staffing, IEP meetings) |  | 01/28/2022 |
| 121. Ellison, Brett C. | TAA NTE 16 hrs (Provide | ESS | 11/01/2021- |
|  | assessment support) |  | 12/10/2021 |
| 122. Gritters, Amy R. | TAA NTE 20 hrs (Provide extra | ESS | 11/03/2021- |
|  | support) |  | 12/10/2021 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Certificated Employees

## APPROVE ADDITIONAL ASSIGNMENT (Cont.)

Pay@per diem rate

| Name | Additional <br> Assignment | $\underline{\text { Location }}$ |
| :--- | :--- | :--- | :--- | :--- | :--- |

## APPROVE CO-CURRICULAR ASSIGNMENT

| Name |  | Position | Location | Salary | Effective Dates |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 127. | Addison, Chad M. | Athletic Director, Boys' | Capistrano Valley High School | \$4,954.00 | $\begin{aligned} & 08 / 14 / 2021- \\ & 06 / 04 / 2022 \end{aligned}$ |
| 128. | Buich, Ivan T. | Water Polo, Boys' <br> Varsity (Head) | San Juan Hills High School | \$3,716.00 | $\begin{aligned} & 08 / 10 / 2021- \\ & 10 / 30 / 2021 \end{aligned}$ |
| 129. | Calahan, Michael P. | Football, Varsity (Head) | Aliso Niguel High School | \$4,459.00 | $\begin{aligned} & \text { 08/02/2021- } \\ & 10 / 29 / 2021 \end{aligned}$ |
| 130. | Calhoun, Judy A. | Choral, MS | Bernice Ayer <br> Middle School | \$1,982.00 | $\begin{aligned} & 08 / 17 / 2021- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 131. | Camacho, Daniel | Department Chairperson, HS Special Ed | San Juan Hills High School | \$4,954.00 | $\begin{aligned} & 08 / 19 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 132. | Choi, Yeon J. | Band, Auxiliary Unit, HS | Tesoro High School | \$2,477.00 | $\begin{aligned} & 08 / 13 / 2021- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 133. | Dowell, John W. | Department Chairperson, HS - PE | San Clemente High School | \$4,954.00 | $\begin{aligned} & 07 / 01 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 134. | Ebel, Danica L. | Dance | San Clemente High School | \$2,477.00 | $\begin{aligned} & 07 / 01 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Certificated Employees

## APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)

| Name |  | Position | Location | Salary | Effective <br> Dates |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 135. | Espinoza-Perez, Soraya | ASB, Elem 50\% | San Juan Elem School | \$743.00 | $\begin{aligned} & \text { 08/17/2021- } \\ & 06 / 30 / 2022 \end{aligned}$ |
| 136. | Flores, Sergio A. | Cross Country, Girls' (Asst) | San Clemente High School | \$2,477.00 | $\begin{aligned} & 11 / 30 / 2020- \\ & 03 / 06 / 2021 \end{aligned}$ |
| 137. | Flores, Sergio A. | Cross Country, Girls' (Asst) | San Clemente High School | \$2,477.00 | $\begin{aligned} & 08 / 17 / 2021- \\ & 11 / 05 / 2021 \end{aligned}$ |
| 138. | Frith, Robert L. | Athletic Director, Boys' | San Juan Hills High School | \$2,477.00 | $\begin{aligned} & \text { 08/17/2021- } \\ & 12 / 17 / 2021 \end{aligned}$ |
| 139. | Giesbrecht, Lisa R. | Department <br> Chairperson, HS - Math | San Juan Hills High School | \$4,954.00 | $\begin{aligned} & 08 / 17 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 140. | Hunnicutt, Joshua K. | Department Chairperson, HS Social Science | San Juan Hills High School | \$4,954.00 | $\begin{aligned} & 08 / 17 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 141. | Mack, Alana | Annual, HS | San Clemente High School | \$3,963.00 | $\begin{aligned} & \text { 07/01/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |
| 142. | Mack, Alana | Department Chairperson, HS - Fine Arts | San Clemente High School | \$4,954.00 | $\begin{aligned} & 07 / 01 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 143. | Mayer, Mariah N. | PAL | Bernice Ayer Middle School | \$1,486.00 | $\begin{aligned} & \text { 08/17/2021- } \\ & 06 / 03 / 2022 \end{aligned}$ |
| 144. | McCleary, Kirsten K. | Drama | San Clemente High School | \$3,963.00 | $\begin{aligned} & 07 / 01 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 145. | McCormic Jr, Patrick J. | Surf, Varsity (Asst) | San Juan Hills High School | \$2,477.00 | $\begin{aligned} & 08 / 17 / 2021- \\ & 10 / 30 / 2021 \end{aligned}$ |
| 146. | McElroy, Dean R. | Orchestra, HS | San Juan Hills High School | \$1,486.00 | $\begin{aligned} & 08 / 17 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 147. | Minier, Mike H. | Golf, Girls' Varsity Head | Capistrano Valley <br> High School | \$3,716.00 | $\begin{aligned} & \text { 08/23/2021- } \\ & 10 / 23 / 2021 \end{aligned}$ |
| 148. | Murray, Christopher S. | Soccer, Boys' Varsity (Head) | San Clemente High School | \$3,716.00 | $\begin{aligned} & 11 / 01 / 2021- \\ & 02 / 03 / 2022 \end{aligned}$ |
| 149. | Perez, Carmen | ASB, Elem - 50\% | San Juan Elem School | \$743.00 | $\begin{aligned} & 08 / 17 / 2021- \\ & 06 / 30 / 2022 \end{aligned}$ |
| 150. | Proodian, David G. | National Honor Society | San Clemente High School | \$1,486.00 | $\begin{aligned} & 07 / 01 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 151. | Ridill, Bruce | Surf, Varsity (Head) | Capistrano Valley <br> High School | \$3,716.00 | $\begin{aligned} & \text { 08/20/2021- } \\ & 10 / 29 / 2021 \end{aligned}$ |
| 152. | Soto, Tony E. | Band, Jazz, HS | San Clemente High School | \$2,477.00 | $\begin{aligned} & 07 / 01 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 153. | Soto, Tony E. | Band, Marching, HS | San Clemente High School | \$4,459.00 | $\begin{aligned} & \text { 07/01/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |


\[\)|  CAPISTRANO UNIFIED SCHOOL DISTRICT  |
| :--- |
|  San Juan Capistrano, California  |

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Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022
Certificated Employees

## APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)

| Name |  | Position | $\underline{\text { Location }}$ | $\underline{\text { Salary }}$ | Effective <br> Dates |
| :---: | :--- | :--- | :--- | :--- | :--- |
| 154. Spencer, Dee Dee L. | Department <br> Chairperson, | Tesoro High School | $\$ 4,954.00$ | $08 / 13 / 2021-$ |  |
| 155. Welter, Tracy S. | HS - PE | Department <br> Chairperson, | Bernice Ayer <br> Middle School | $\$ 3,468.00$ | $08 / 17 / 2021-$ |
|  |  | MS - Science |  | $06 / 03 / 2022$ |  |
| 156. Wire, Gregory G. | Safety \& Equipment, | San Clemente High <br> School | $\$ 7,927.00$ | $07 / 01 / 2021-$ |  |
|  |  |  |  | $06 / 02 / 2022$ |  |

## APPROVE CIF CO-CURRICULAR ASSIGNMENT

| Name |  | Position | Location | Salary | Effective <br> Date(s) |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 157. | Forster, Glenn E. | Golf, Girls' (Head) | Dana Hills High School | \$185.80 | 10/24/2021 |
| 158. | Gustafson, Douglas A. | Golf, Girls' (Asst) | Dana Hills High School | \$123.85 | 10/24/2021 |
| 159. | Harnett, Patrick R. | Tennis, Girls' Varsity (Head) | Tesoro High School | \$371.60 | 11/15/2021 |
| 160. | Henney, Anthony | Football, Varsity (Head) | Dana Hills High School | \$445.90 | 10/30/2021 |
| 161. | Lee, Lindsey A. | Pep Squad (Head) | Default | \$346.80 | 10/30/2021 |
| 162. | McHale, Ryan S. | Football, Varsity (Asst) | Dana Hills High School | \$396.30 | $\begin{aligned} & 08 / 15 / 2021- \\ & 10 / 28 / 2021 \end{aligned}$ |
| 163. | Pinon, Ryan D. | Surfing, (Head) | Tesoro High School |  | $\begin{aligned} & 11 / 15 / 2021- \\ & 11 / 22 / 2021 \end{aligned}$ |
| 164. | Polk, Richard A. | Volleyball, Girls' (Head) | Tesoro High School | \$371.60 | $\begin{aligned} & 11 / 01 / 2021- \\ & 11 / 15 / 2021 \end{aligned}$ |
| 165. | Skaff, Donald J. | Golf, Girls' Varsity (Head) | Tesoro High School | \$371.60 | $\begin{aligned} & 10 / 25 / 2021- \\ & 11 / 05 / 2021 \end{aligned}$ |
| 166. | Soto, Tony E. | Band, Marching HS | San Clemente High School | \$445.90 | $\begin{aligned} & 10 / 30 / 2021- \\ & 11 / 05 / 2021 \end{aligned}$ |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022
Certificated Employees

## APPROVE ASB FUNDED ASSIGNMENT $@$, $\$ 10.00$ PER UNIT

| Name |  | $\underline{\text { Position }}$ | $\underline{\text { Location }}$ | $\underline{\text { Salary }}$ | Effective <br> Date(s) |
| :---: | :--- | :--- | :--- | :--- | :--- |
| 167. Lee, Lindsey A. | Pep Squad, | Dana Hills High | $\$ 300.00$ | $11 / 01 / 2021-$ |  |
| 168. Scott, Ryan M. | Choreography | Golf, Boys' (Asst) | School Tesoro High School | $\$ 2,477.00$ | $11 / 30 / 2021$ |
|  |  |  |  |  | $01 / 31 / 2021-$ |

## APPROVE LEAVE OF ABSENCE

| Employee Unique <br> Identifying Number | $\underline{\text { Position }}$ | $\underline{\text { Reason }}$ | Effective <br> Dates |
| :--- | :--- | :--- | :---: |
| 249242 |  | Teacher High School | Personal |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees
From: Rich Montgomery, Interim Associate Superintendent, Human Resource Services
Date: January 19, 2022
Board Item: Resignations/Retirements/Employment - Classified Employees

## HISTORY

This is a monthly item. 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 $\S \S 44830(a), 45102,44930,45201$ and 45190, employment actions or processes that affect an employee's status or pay during their employment must be approved by the Board of Trustees.

Classified activity lists may include a variety of "Temporary Additional Assignments" or TAAs. These are brief assignments in which an employee is to perform a task outside of his or her normal working hours and outside of his or her regular responsibilities. These tasks may include attending a required meeting, working at a school open house, helping at registration, and the like. These TAAs are performed at the normal hourly rate of pay for the work to be done, and are approved for a number of hours not to exceed (NTE) a specified amount. After the assignment is completed, the Payroll Department will receive an employee timesheet, signed by a supervisor, showing the time worked on the TAA. The Payroll Department will determine whether the hours worked were approved and will pay the employee for the hours worked, up to the approved amount. If the employee works fewer than the approved number of hours, $s /$ he is paid only for the number of hours worked. If the assignment cannot be completed within the approved number of hours, a new request must be submitted for the estimated amount of work remaining.

## CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the activity list for classified employees.

## FINANCIAL IMPLICATIONS

These positions will be charged to the appropriate fund and are included in the adopted budget.

## STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the activity list for classified employees.

APPROVED BY: Rich Montgomery, Interim Associate Superintendent, Human Resource Services

CAPISTRANO UNIFIED SCHOOL DISTRICT<br>San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022
Classified Employees

## ACCEPT RESIGNATION/TERMINATION

| Name | Position Title | Reason | Original Hire Date | Date of Separation |
| :---: | :---: | :---: | :---: | :---: |
| 1. Al Attar, Farah | Para-Educator III | Retirement | 01/28/2019 | 12/16/2021 |
| 2. Avila, Katherine R. | Sub Physical Therapist | Voluntary Resignation | 09/01/2021 | 11/17/2021 |
| 3. Burns, James O. | Elem Student Supervisor | Voluntary Resignation | 03/22/2021 | 11/19/2021 |
| 4. Cassady, Mardee A. | Buyer | Voluntary Resignation | 02/07/2018 | 12/02/2021 |
| 5. Castro, Amara | Loa: Unpaid Classified | Voluntary Resignation | 11/14/2018 | 08/16/2021 |
| 6. Cole, Marianne | LVN | Retirement | 10/11/2000 | 12/31/2021 |
| 7. Colomiet, Elena | Elem Student Supervisor | Voluntary Resignation | 10/01/2020 | 12/16/2021 |
| 8. Converse, AnneMarie E. | Para-Educator I | Voluntary Resignation | 01/14/2019 | 12/16/2021 |
| 9. Diaz, Margarita C. | Food Service Professionals | Retirement | 09/10/1998 | 12/30/2021 |
| 10. Diaz, Martha A. | Blngl Para-Educator II | Voluntary Resignation | 12/10/1990 | 12/17/2021 |
| 11. Edwards, Chelsea | LVN | Voluntary Resignation | 11/07/2016 | 12/10/2021 |
| 12. Estrada, MarkAnthony J. | Para-Educator IV | Voluntary Resignation | 03/27/2019 | 12/07/2021 |
| 13. French, Whitney L. | Para-Educator IV | Voluntary Resignation | 08/16/2021 | 01/03/2022 |
| 14. Gannon, Valancy M. | Sub Elem Student Supervisor | Termed | 12/13/2017 | 12/08/2021 |
| 15. Gannon, Valancy M. | Sub Para-Educator II | Termed | 12/13/2017 | 12/08/2021 |
| 16. Gannon, Valancy M. | Sub Para-Educator III | Termed | 12/13/2017 | 12/08/2021 |
| 17. Gannon, Valancy M. | Sub Para-Educator IV | Termed | 12/13/2017 | 12/08/2021 |
| 18. Garshasbi, Naghmeh T. | Para-Educator III | Voluntary Resignation | 12/06/2021 | 12/03/2021 |
| 19. Gorham, Daniel G. | MS Campus Supervisor | Voluntary Resignation | 10/04/2021 | 01/07/2022 |
| 20. Hart, Kelly C. | School Secretary II | Voluntary Resignation | 11/17/2008 | 12/06/2021 |
| 21. Henderson, Brooke A. | Para-Educator IV | Voluntary Resignation | 12/05/2016 | 12/17/2021 |
| 22. Holden, Sue C. | Para-Educator IV | Retirement | 10/08/2009 | 06/03/2022 |
| 23. Hoqoq, Safia | Para-Educator IV | Retirement | 09/10/2001 | 12/31/2021 |
| 24. Illig, Morgan K. | Sub Para-Educator II | Termed | 05/30/2019 | 11/17/2021 |
| 25. Illig, Morgan K. | Sub Para-Educator III | Termed | 05/30/2019 | 11/17/2021 |
| 26. Illig, Morgan K. | Sub Para-Educator IV | Termed | 05/30/2019 | 11/17/2021 |
| 27. Johnson, Genevieve I. | Sub Autism Specialist | Termed | 12/03/2020 | 12/14/2021 |
| 28. King, Courtney E. | LOA: Unpaid Classified | Voluntary Resignation | 09/04/2018 | 11/29/2021 |
| 29. Kylstra, Deanne M. | Sub SLPA | Termed | 12/12/2017 | 12/14/2021 |
| 30. Lanham-Bennett, Hannah E. | Para-Educator III | Voluntary Resignation | 08/23/2021 | 12/17/2021 |
| 31. Lezama, Alfredo | School Bus Driver | Retirement | 08/30/2001 | 12/10/202 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022
Classified Employees

## ACCEPT RESIGNATION/TERMINATION (Cont.)

| Name |  | Position Title | Reason | Original Hire Date | Date of Separation |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 32. | Lies, Karen B. | Lead Food Service Professional | Retirement | 01/14/2008 | 12/10/2021 |
| 33. | Maggipinto, Cheryl A. | Para-Educator I | Voluntary Resignation | 02/26/2018 | 11/10/2021 |
| 34. | Montgomery, Jillian L. | Para-Educator II | Voluntary Resignation | 01/04/2021 | 12/17/2021 |
| 35. | Parson, Alma D. | School Secretary II | Retirement | 10/10/2000 | 12/31/2021 |
| 36. | Ramirez, Alexander C. | Para-Educator II | Voluntary Resignation | 10/30/2019 | 12/15/2021 |
| 37. | Smith, Dorothy K. | Elem Sch Office Mgr | Retirement | 07/07/2004 | 12/31/2021 |
| 38. | Soto, Erin | MS Campus Supervisor | Voluntary Resignation | 10/11/2021 | 11/29/2021 |
| 39. | Strampello, Renee | Para-Educator IV | Voluntary Resignation | 09/19/2016 | 12/08/2021 |
| 40. | Vasquez, Susan L. | Para-Educator II | Voluntary Resignation | 09/16/2019 | 12/20/2021 |
| 41. | Wall, Vincent S. | Elem Student Supervisor | Voluntary Resignation | 11/02/2021 | 12/02/2021 |

## APPROVE EMPLOYMENT

| Name |  | Position- <br> Full Time | Salary | Range Step | Effective Date |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 42. | Morrow, Charles C. | Custodian I <br> (12mo/40hpw) | \$3,181.02 mo | 26-01 | 12/09/2021 |
| Name |  | Position- <br> Part Time | Salary | Range <br> Step | Effective Date |
| 43. | Bianco, Valeria N. | Para-Educator III <br> ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | \$16.63 hr | 22-01 | 01/03/2022 |
| 44. | Durkin, Bill G. | Para-Educator IV <br> ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | \$20.22 hr | 24-04 | 12/06/2021 |
| 45. | Ferris, Donald L. | School Bus Driver ( $9.5 \mathrm{mo} /$ hours per bid) | \$20.00 hr | 28-01 | 11/29/2021 |
| 46. | Garshasbi, Naghmeh T. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | \$14.00 hr | 12-02 | 12/06/2021 |
| 47. | Gonzalez, Kimya | Elem Student Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | \$14.00 hr | 12-01 | 12/07/2021 |
| 48. | Grigaux, Olivia M. | Para-Educator I <br> ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | \$16.21 hr | 19-02 | 01/18/2022 |
| 49. | Hayward, Carin | Para-Educator I ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | \$15.44 hr | 19-01 | 12/08/2021 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022
Classified Employees

## APPROVE EMPLOYMENT (Cont.)

| Name |  | Position- <br> Part Time | Salary | Range Step | Effective Date |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 50. | Houk, Gabriela M. | Blngl Para-Educator I ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | $\$ 15.83 \mathrm{hr}$ | 20-01 | 11/29/2021 |
| 51. | Lanham-Bennett, Hannah E. | Para-Educator III ( $9.5 \mathrm{mo} / 32.5 \mathrm{hpw}$ ) | \$16.63 hr | 22-01 | 08/23/2021 |
| 52. | Lesmez, Karen | Para-Educator III ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | \$16.63 hr | 22-01 | 12/02/2021 |
| 53. | Martinez Guardado, Dora E. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 15 \mathrm{hpw}$ ) | \$14.00 hr | 12-01 | 12/07/2021 |
| 54. | Mau, Barbara D. | School Bus Driver <br> ( $9.5 \mathrm{mo} /$ hours per bid) | \$20.00 hr | 28-01 | 11/29/2021 |
| 55. | Oydna, Ethan T. | HS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | \$17.90 hr | 25-01 | 11/29/2021 |
| 56. | Pacheco, Jazmine M. | Para-Educator II ( $9.5 \mathrm{mo} / 32.5 \mathrm{hpw}$ ) | \$15.83 hr | 20-01 | 12/09/2021 |
| 57. | Perez, Rosario | Elem Student Supervisor ( $9.5 \mathrm{mo} / 10 \mathrm{hpw}$ ) | \$14.00 hr | 12-01 | 12/08/2021 |
| 58. | Russo, Jacob S. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | \$17.04 hr | 23-01 | 12/09/2021 |
| 59. | Scolari, Gina P. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | \$17.04 hr | 23-01 | 11/29/2021 |
| 60. | Sichley, Abby N. | Para-Educator I ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | \$15.44 hr | 19-01 | 11/29/2021 |
| 61. | Sobh, Danielle E. | Para-Educator IV <br> ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | \$17.47 hr | 24-01 | 11/30/2021 |
| 62. | Strand, Taryn M. | Para-Educator IV ( $9.5 \mathrm{mo} / 32.5 \mathrm{hpw}$ ) | \$19.26 hr | 24-03 | 11/29/2021 |
| 63. | Valle, Laura E. | Food Service Professionals ( $9.5 \mathrm{mo} / 20 \mathrm{hpw}$ ) | \$15.06 hr | 18-01 | 11/29/2021 |
| 64. | Velasco, Maria I. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | \$14.00 hr | 12-01 | 12/06/2021 |
| Name |  | Recall from Layoff | Salary | Range Step | Effective Date |
| 65. | Hewarathna, Dilhanie J. | Para-Educator I ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | \$16.21 hr | 19-02 | 11/16/2021 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Classified Employees

## APPROVE EMPLOYMENT (Cont.)

| Name |  | Reemploy Laid off Employee | Salary | Range <br> Step | Effective Date |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 66. | Avila, Therese M. | Mental Health \& Behavior Suppt Spec ( $9.5 \mathrm{mo} / 35 \mathrm{hpw}$ ) | \$33.06 hr | 36-15 | 10/21/2021 |
| Name |  | PositionSubstitute | Salary | Range Step | Effective Date |
| 67. | Burns, James O. | Sub Elem Student Supervisor | \$14.00 hr | 12-01 | 11/20/2021 |
| 68. | Chapman, Patrick M. | Sub School Bus Driver | \$20.00 hr | 28-01 | 12/10/2021 |
| 69. | Colomiet, Elena | Sub Elem Student Supervisor | \$14.00 hr | 12-01 | 12/17/2021 |
| 70. | Diaz, Martha A. | Sub Para-Educator I | \$15.44 hr | 19-01 | 01/01/2022 |
| 71. | Diaz, Martha A. | Sub Para-Educator II | $\$ 15.83 \mathrm{hr}$ | 20-01 | 01/01/2022 |
| 72. | Diaz, Martha A. | Sub Para-Educator III | $\$ 16.63 \mathrm{hr}$ | 22-01 | 01/01/2022 |
| 73. | Diaz, Martha A. | Sub Para-Educator IV | \$17.47 hr | 24-01 | 01/01/2022 |
| 74. | Edwards, Chelsea | Sub LVN | \$20.26 hr | 30-01 | 12/11/2021 |
| 75. | Free, Kathryn K. | Sub Clerk | \$17.04 hr | 23-01 | $\begin{aligned} & 08 / 30 / 2021 \\ & 08 / 30 / 2021 \end{aligned}$ |
| 76. | French, Whitney L. | Sub Para-Educator IV | \$17.47 hr | 24-01 | 01/04/2022 |
| 77. | French, Whitney L. | Sub Para-Educator III | $\$ 16.63 \mathrm{hr}$ | 22-01 | 01/04/2022 |
| 78. | French, Whitney L. | Sub Para-Educator II | $\$ 15.83 \mathrm{hr}$ | 20-01 | 01/04/2022 |
| 79. | Fulton, Kristyn L. | Sub Gls Athl/Equip/Lckr <br> Rm Attn | \$18.81 hr | 27-01 | 12/07/2021 |
| 80. | Fulton, Kristyn L. | Sub HS Campus Supervisor | \$17.90 hr | 25-01 | 12/07/2021 |
| 81. | Garshasbi, Naghmeh T. | Sub Elem Student Supervisor | \$14.00 hr | 12-01 | $\begin{aligned} & 12 / 04 / 2021 \\ & 12 / 05 / 2021 \end{aligned}$ |
| 82. | Geraci, Janet | Sub MS Campus Supervisor | \$17.04 hr | 23-01 | $\begin{aligned} & 10 / 15 / 2021 \\ & 06 / 02 / 2022 \end{aligned}$ |
| 83. | Hagopian, Gioia M. | Sub Elem Student Supervisor | \$14.00 hr | 12-01 | 12/01/2021 |
| 84. | Lasala Tuttle, Laurie A. | Sub Para-Educator I | \$15.44 hr | 19-01 | 09/13/2021 |
| 85. | Loesch, Luisa M. | Sub Food Service <br> Professionals | \$15.06 hr | 18-01 | 12/08/2021 |
| 86. | Maclain, Frances L. | Sub Elem Student Supervisor | \$14.00 hr | 12-01 | 01/01/2022 |
| 87. | Maclain, Frances L. | Sub Elem School Clerk | \$18.35 hr | 26-01 | 01/01/2022 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022
Classified Employees

## APPROVE EMPLOYMENT (Cont.)

$\left.\begin{array}{lllll}\text { Name } & & \begin{array}{l}\text { Position- } \\ \text { Substitute }\end{array} & \underline{\text { Salary }} & \begin{array}{l}\text { Range } \\ \text { Step }\end{array}\end{array} \begin{array}{l}\text { Effective } \\ \text { Date }\end{array}\right)$

APPROVE CO-CURRICULAR ASSIGNMENT

| Name |  | Position | Location | Salary | Effective Dates |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 102. | Chriqui-McHenry, | Tennis, Girls' (Asst) | Aliso Niguel High | \$2,477.00 | 08/23/2021- |
|  | Doris |  | School |  | 10/30/2021 |
| 103. | Pfeuffer, Bruce E. | Football, Freshman (Asst) | Dana Hills High | \$2,477.00 | 08/14/2021 |
|  |  |  | School |  | 10/29/2021 |

CAPISTRANO UNIFIED SCHOOL DISTRICT<br>San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Classified Employees

## APPROVE CIF CO-CURRICULAR ASSIGNMENT

| Name | $\underline{\text { Position }}$ | $\underline{\text { Location }}$ | $\underline{\text { Salary }}$ | Effective <br> Date(s) |
| :--- | :--- | :--- | :--- | :--- |
| 104. Nobles, Michael P. | Football, Varsity (Asst) | Dana Hills High <br> School | $\$ 396.30$ | $10 / 30 / 2021$ |
| 105. Poching, Kenison L. | Football, Varsity (Asst) | Dana Hills High <br> School | $\$ 396.30$ | $10 / 30 / 2021$ |
| 106. Stanco, Ambrosia A. | Cheer, Advisor HS | San Clemente High <br> School <br> Dana Hills High <br> School | $\$ 346.80$ | $10 / 30 / 2021-$ <br> 107. Yamamoto, Kenny <br> Y.Water Polo, Boys' <br> (Head) | | $11 / 05 / 2021$ |
| :--- |
| $10 / 31 / 2021$ |

APPROVE ASB ASSIGNMENT

| Name | Position | Location | Salary | Effective <br> Date(s) |
| :---: | :---: | :---: | :---: | :---: |
| 108. Babb, Easton O. | Lacrosse, Boys' (Asst) | Tesoro High School | \$2,477.00 | 11/19/2021- |
|  |  |  |  | 04/30/2022 |
| 109. Bales, Sara R. | Accompanist | Aliso Niguel High | \$4,000.00 | 12/10/2021- |
|  |  | School |  | 06/04/2022 |
| 110. Bozanic, Scott A. | Waterpolo, Girls' | San Clemente High | \$2,000.00 | 12/13/2021- |
|  | Varsity (Asst) | School |  | 02/03/2022 |
| 111. Deverrick, George E. | Soccer, Girls' | Tesoro High School | \$2,477.00 | 11/01/2021- |
|  | Frosh/Soph (Head) |  |  | 02/05/2022 |
| 112. Evans, Anthony C. | Baseball, Varsity (Asst) | Aliso Niguel High | \$10,000.00 | 12/07/2021- |
|  |  | School |  | 06/10/2022 |
| 113. Greenberg, Gary F. | Tennis, Boys' (Asst) | San Clemente High | \$3,000.00 | 12/13/2021- |
|  |  | School |  | 01/28/2022 |
| 114. Haimes, Amanda I. | Soccer, Girls' (Asst) | San Juan Hills High | \$500.00 | 08/18/2021- |
|  |  | School |  | 10/31/2021 |
| 115. Heindel, Chase R. | Cheer, (Asst) | San Juan Hills High | \$600.00 | 12/01/2021- |
|  |  | School |  | 06/01/2022 |
| 116. Hornung, Chris | Music, Strings | San Juan Hills High | \$4,000.00 | 09/01/2021- |
|  |  | School |  | 06/04/2022 |
| 117. Horton, Kelsey A. | Softball, (Asst) | San Clemente High | \$2,500.00 | 11/29/2021- |
|  |  | School |  | 12/16/2021 |
| 118. Jones, Tanner E. | Lacrosse, Boys' (Asst) | San Juan Hills High | \$1,000.00 | 11/01/2021- |
|  |  | School |  | 02/01/2022 |
| 119. Jones, Tanner E. | Lacrosse, Boys' (Asst) | San Juan Hills High | \$800.00 | 08/18/2021- |
|  |  | School |  | 10/31/2021 |
| 120. Julander, Jenny B. | Drama | Tesoro High School | $\$ 20,000.00$ | 08/17/2021- |
|  |  |  |  | 06/02/2022 |

CAPISTRANO UNIFIED SCHOOL DISTRICT<br>San Juan Capistrano, California<br>Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022<br>Classified Employees

APPROVE ASB ASSIGNMENT (Cont.)

| Name | Position | Location | Salary | Effective Date(s) |
| :---: | :---: | :---: | :---: | :---: |
| 121. Mitchell, Danielle R. | Girls', Water Polo (Asst) | San Clemente High School | \$1,500.00 | $\begin{aligned} & \text { 08/18/2021- } \\ & 11 / 10 / 2021 \end{aligned}$ |
| 122. Nikolenko, Max T. | Athletic Trainer | Dana Hills High School | \$40,000.00 | $\begin{aligned} & 09 / 01 / 2021- \\ & 06 / 30 / 2022 \end{aligned}$ |
| 123. Ozuna, Eduardo | Soccer, Boys' Varsity (Head) | San Juan Hills High School | \$1,000.00 | $\begin{aligned} & 08 / 18 / 2021- \\ & 10 / 31 / 2021 \end{aligned}$ |
| 124. Patterson, Emily P. | Music, Theater | Vista Del Mar Middle School | \$1,500.00 | $\begin{aligned} & 01 / 03 / 2022-06 / 03 / 2022 \end{aligned}$ |
| 125. Rahmatulla, Tyler J. | Baseball, (Asst) | San Juan Hills High School | \$2,000.00 | $\begin{aligned} & 11 / 17 / 2021- \\ & 02 / 09 / 2022 \end{aligned}$ |
| 126. Reyes, Hayley A. | Pep Squad, Song (Head) | San Juan Hills High School | \$1,500.00 | $\begin{aligned} & 12 / 01 / 2021- \\ & 03 / 09 / 2022 \end{aligned}$ |
| 127. Salter, Bianca M. | Cheer, (Asst) | San Juan Hills High School | \$850.00 | $\begin{aligned} & 12 / 01 / 2021- \\ & 06 / 01 / 2022 \end{aligned}$ |
| 128. Spector, Delaney M. | Pep Squad, Choreography | Dana Hills High School | \$300.00 | $\begin{aligned} & 11 / 01 / 2021- \\ & 11 / 30 / 2021 \end{aligned}$ |
| 129. Velazquez, Samuel | Soccer, Boys' Varsity (Asst) | San Juan Hills High School | \$1,000.00 | $\begin{aligned} & \text { 08/18/2021- } \\ & 10 / 31 / 2021 \end{aligned}$ |
| 130. Whittaker, Michael C. | Basketball, Boys' JV (Head) | San Juan Hills High School | \$2,500.00 | $\begin{aligned} & 11 / 12 / 2021- \\ & 02 / 05 / 2022 \end{aligned}$ |

## APPROVE PROMOTION

| Name |  | Former Position | Promotion | Range Step | Effective Date(s) |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 131. | Arribas, Xochitl | Blngl Elem School Clerk <br> (10.5mo/40hpw) | MS Office Mgr <br> (10.75mo/40hpw) | 33-02 | 01/05/2022 |
| 132. | Banks, Lisa C. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | School Secretary II ( $10.5 \mathrm{mo} / 40 \mathrm{hpw}$ ) | 29-01 | 11/16/2021 |
| 133. | Chairez Gonzalez, Salvador | Elem Student Supervisor ( $9.5 \mathrm{mo} / 15 \mathrm{hpw}$ ) | Food Service Professionals ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | 18-01 | 01/03/2022 |
| 134. | Chilibolost, Haylie N . | Para-Educator II ( $9.5 \mathrm{mo} / 32.5 \mathrm{hpw}$ ) | Para-Educator IV ( $9.5 \mathrm{mo} / 32.5 \mathrm{hpw}$ ) | 24-01 | 12/13/2021 |
| 135. | Clemons, Randlyn L. | Para-Educator III ( $9.5 \mathrm{mo} / 32.5 \mathrm{hpw}$ ) | Para-Educator IV ( $9.5 \mathrm{mo} / 32.5 \mathrm{hpw}$ ) | 24-02 | 12/06/2021 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Classified Employees

## APPROVE PROMOTION (Cont.)

| Name |  | Former Position | Promotion | Range Step | Effective Date(s) |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 136. | Cooper, Yesenia D. | Para-Educator I (9.5mo/30hpw) | Blngl Community <br> Srves Liaison ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | 23-01 | 01/10/2022 |
| 137. | Cox, Ashleigh M. | Elem School Clerk ( $10.5 \mathrm{mo} / 40 \mathrm{hpw}$ ) | Elem Sch Office Mgr (Temp/40hpw) | 33-04 | $\begin{aligned} & 11 / 15 / 2021- \\ & 11 / 26 / 2021 \end{aligned}$ |
| 138. | Effenberger, Patricia M. | Blngl Staff Secretary <br> (12mo/40hpw) | Ex Assistant Blng1 Comm (12mo/40hpw) | 26-01 | 12/06/2021 |
| 139. | Florentino, Osvaldo | Custodian III (12mo/40hpw) | Custodian IV (Temp/40hpw) | 32-05 | $\begin{aligned} & 11 / 30 / 2021- \\ & 02 / 26 / 2022 \end{aligned}$ |
| 140. | Gabold, Landon L. | Technology Sppt Spec I (12mo/40hpw) | Technology Sppt Spec III <br> (12mo/40hpw) | 48-03 | 12/06/2021 |
| 141. | Gonzalez, Rebeca E. | School Clerk II ( $10.5 \mathrm{mo} / 40 \mathrm{hpw}$ ) | School Secretary I ( $10.5 \mathrm{mo} / 40 \mathrm{hpw}$ ) | 27-02 | 11/17/2021 |
| 142. | Gonzalez-Estrada, Miriam S. | Intermediate Office Asst ( $12 \mathrm{mo} / 40 \mathrm{hpw}$ ) | Account Clerk II (12mo/40hpw) | 29-04 | 11/22/2021 |
| 143. | Lesage, Patricia G. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | HS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | 25-05 | 12/07/2021 |
| 144. | Macedo, Jose A. | Custodian I <br> (12mo/40hpw) | Custodian III (Temp/40hpw) | 30-02 | $\begin{aligned} & 11 / 30 / 2021- \\ & 02 / 27 / 2022 \end{aligned}$ |
| 145. | Mendoza, Jose L. | Custodian I <br> (12mo/40hpw) | Custodian II (Temp/40hpw) | 28-05 | $\begin{aligned} & 11 / 08 / 2021- \\ & 02 / 04 / 2022 \end{aligned}$ |
| 146. | Mendoza, Rosa M. | School Secretary I ( $10.5 \mathrm{mo} / 40 \mathrm{hpw}$ ) | School Secretary II ( $10.75 \mathrm{mo} / 40 \mathrm{hpw}$ ) | 29-15 | 12/14/2021 |
| 147. | Muratalla Rizo, Adrian | Custodian I (12mo/40hpw) | Custodian III (Temp/40hpw) | 30-02 | $\begin{aligned} & 11 / 08 / 2021- \\ & 02 / 04 / 2022 \end{aligned}$ |
| 148. | Nelson, Brooke E. | Para-Educator III <br> ( $9.5 \mathrm{mo} / 32.5 \mathrm{hpw}$ ) | School Clerk II ( $10.5 \mathrm{mo} / 40 \mathrm{hpw}$ ) | 25-02 | 01/03/2022 |
| 149. | Rana, Ghazala | Elem Student Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Para-Educator I ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | 19-02 | 08/30/2021 |
| 150. | Rodriguez, Rodrigo | HVAC Asst (12mo/40hpw) | HVAC \& Refer Technician (12mo/40hpw) | 40-20 | 12/01/2021 |
| 151. | Simmons, Ann E. | School Secretary II ( $10.5 \mathrm{mo} / 40 \mathrm{hpw}$ ) | MS Office Mgr (Temp/40hpw) | 33-10 | $\begin{aligned} & 11 / 15 / 2021- \\ & 02 / 09 / 2022 \end{aligned}$ |
| 152. | Smith, Megan M. | Para-Educator II <br> ( $9.5 \mathrm{mo} / 25 \mathrm{hpw}$ ) | Para-Educator III ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | 22-06 | 11/29/2021 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022
Classified Employees

## APPROVE PROMOTION (Cont.)

| Name |  | Former Position | Promotion | Range <br> Step | Effective Date(s) |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 153. | Varela, Lizzeth R. | Attendance Clerk ( $10.5 \mathrm{mo} / 40 \mathrm{hpw}$ ) | School Secretary II ( $10.5 \mathrm{mo} / 40 \mathrm{hpw}$ ) | 29-05 | 01/03/2022 |
| 154. | Vildosola, Yesenia D. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Food Service <br> Professionals <br> ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | 18-01 | 12/01/2021 |

## APPROVE REASSIGNMENTS

| Name |  | Former |  | Range | Effective |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Position | Reassignment | Step | Date |
| 155. | Leish, Cindy | Para-Educator III ( $9.5 \mathrm{mo} / 32.5 \mathrm{hpw}$ ) | Para-Educator II ( $9.5 \mathrm{mo} / 32.5 \mathrm{hpw}$ ) | 20-15 | 01/03/2022 |

## APPROVE ASSIGNMENT ADJUSTMENTS

| Name |  | Former Position | Assignment Adjustment | Range Step | Effective Date |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 156. | Chironis-Grant, Audrey A. | Para-Educator IV ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | Para-Educator IV ( $9.5 \mathrm{mo} / 32.5 \mathrm{hpw}$ ) | 24-15 | 12/08/2021 |
| 157. | Dormaier, Ruth E. | Para-Educator III ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Para-Educator III ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | 22-10 | 11/01/2021 |
| 158. | Grant, Dominique M. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 15 \mathrm{hpw}$ ) | Elem Student Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | 12-03 | 10/18/2021 |
| 159. | Joiner, Ghislaine | Lead Food Service Professional ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Lead Food Service Professional ( $9.5 \mathrm{mo} / 20 \mathrm{hpw}$ ) | 31-15 | 10/25/2021 |
| 160. | Kachani-Zadeh, Mitra J. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 10 \mathrm{hpw}$ ) | Elem Student Supervisor ( $9.5 \mathrm{mo} / 15 \mathrm{hpw}$ ) | 12-01 | 11/18/2021 |
| 161. | Kelly, Loretta J. | Para-Educator IV <br> ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | Para-Educator IV <br> ( $9.5 \mathrm{mo} / 32.5 \mathrm{hpw}$ ) | 24-15 | 01/03/2022 |
| 162. | Kim, Kathy | Food Service Professionals ( $9.5 \mathrm{mo} / 15 \mathrm{hpw}$ ) | Food Service Professionals ( $9.5 \mathrm{mo} / 20 \mathrm{hpw}$ ) | 18-01 | 10/04/2021 |
| 163. | Muscarella, Dana | Elem Student Supervisor ( $9.5 \mathrm{mo} / 10 \mathrm{hpw}$ ) | Elem Student Supervisor ( $9.5 \mathrm{mo} / 15 \mathrm{hpw}$ ) | 12-02 | 12/06/2021 |

CAPISTRANO UNIFIED SCHOOL DISTRICT<br>San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Classified Employees

APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)

| Name |  | Former Position | Assignment Adjustment | Range <br> Step | Effective <br> Date |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 164. | Sampathkumar, Madhumithaa | Elem Student Supervisor ( $9.5 \mathrm{mo} / 15 \mathrm{hpw}$ ) | Elem Student <br> Supervisor <br> ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | 12-03 | 10/18/2021 |
| 165. | Shen, Lirong | Elem Student Supervisor (9.5mo/10hpw) | Elem Student <br> Supervisor <br> ( $9.5 \mathrm{mo} / 15 \mathrm{hpw}$ ) | 12-02 | 12/06/2021 |
| 166. | Trumbly, Paola P. | Blngl Community Srves Liaison ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Blngl Community <br> Srvcs Liaison <br> ( $9.5 \mathrm{mo} / 30 \mathrm{hpw}$ ) | 23-02 | 12/01/2021 |
| 167. | Whaley, Jennifer M. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 12.5 \mathrm{hpw}$ ) | Elem Student Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | 12-01 | 12/01/2021 |

## APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS

| Name |  | Additional Assignment | Range <br> Step | Effective $\underline{\text { Date(s) }}$ |
| :---: | :---: | :---: | :---: | :---: |
| 168. | Amy, Shawn R. | Para-Educator II | 20-05 | 11/02/2021- |
|  |  | TAA NTE 5 hpw (Support STARS program) |  | 02/02/2022 |
| 169. | Bailey, Ian R. | Para-Educator III | 22-03 | 10/21/2021- |
|  |  | TAA NTE 50 hrs (Observe student during assessments) |  | 12/16/2021 |
| 170. | Barrera Castaneda, Jesus A. | Para-Educator IV <br> TAA NTE 2 hrs (Support student at dance) | 24-03 | 10/29/2021 |
| 171. | Burns, James O. | Elem Student Supervisor | 12-01 | 08/17/2021- |
|  |  | TAA NTE 5 hrs (Attend training) |  | 11/19/2021 |
| 172. | Castaneda, Kimberly A | Elem Student Supervisor | 12-02 | 08/17/2021- |
|  |  | TAA NTE 5 hrs (Attend training) |  | 06/02/2022 |
| 173. | Clark, Vernitra E. | LVN | 30-10 | 10/04/2021- |
|  |  | TAA NTE 15 hrs (Attend pre-deposition and deposition) |  | 12/17/2021 |
| 174. | Craven, Kevin | Para-Educator II | 20-03 | 11/02/2021- |
|  |  | TAA NTE 5 hpw (Support STARS program) |  | 02/02/2022 |
| 175. | Cruz, Jessica | Para-Educator IV | 24-04 | 10/29/2021 |
|  |  | TAA NTE 2 hrs (Support student at dance) |  |  |
| 176. | Doolin, Bridget | Para-Educator IV | 24-06 | 10/29/2021 |
|  |  | TAA NTE 2 hrs (Support student at dance) |  |  |

CAPISTRANO UNIFIED SCHOOL DISTRICT<br>San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Classified Employees

## APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)

| Name |  | Additional <br> Assignment | Range <br> Step | Effective Date(s) |
| :---: | :---: | :---: | :---: | :---: |
| 177. | Dormaier, Ruth E. | Para-Educator III | 22-10 | 11/15/202 |
|  |  | TAA NTE 12.5 hpw (Support students with IEP's) |  | 02/15/2022 |
| 178. | Dormaier, Ruth E. | Para-Educator III | 22-10 | 09/16/2021- |
|  |  | TAA NTE 60 hrs (Assist students with IEP's) |  | 06/02/2022 |
| 179. | Etnire, Stacey E. | Para-Educator IV | 24-06 | 09/01/2021- |
|  |  | TAA NTE 25 hrs (Support private school program specialist) |  | 12/30/2021 |
| 180. | Fernandes Camargo, Ana F. | Blngl Community Srves Liaison | 23-03 | 11/01/2021- |
|  |  | TAA NTE 400 hrs (Support Covid tracking program) |  | 06/30/2022 |
| 181. | Flask, Lorene | HS Campus Supervisor | 25-20 | $\begin{aligned} & 11 / 01 / 2021- \\ & 06 / 04 / 2022 \end{aligned}$ |
|  |  | TAA NTE 30 hrs (Monitor after school detention) |  |  |
| 182. | Flores, Jessica A. | Para-Educator III | 22-03 | 11/02/2021- |
|  |  | TAA NTE 15hpw (Provide services to new student per IEP) |  | 12/17/2021 |
| 183. | Haq, Farah | Para-Educator II | 20-06 | $\begin{aligned} & 11 / 02 / 2021- \\ & 02 / 02 / 2022 \end{aligned}$ |
|  |  | TAA NTE 5 hpw (Support STARS program) |  |  |
| 184. | Koizumi, Jennifer | Para-Educator I | 19-02 | 08/17/2021- |
|  |  | TAA NTE 10 hrs (Assist teacher with curriculum planning) |  | 06/02/2022 |
| 185. | Listiak, Maria L. | Para-Educator IV | 24-15 | 10/29/2021 |
|  |  | TAA NTE 2 hrs (Support student at dance) |  |  |
| 186. | Ly, Tuyet T. | Para-Educator III | 22-06 | $\begin{aligned} & 11 / 02 / 2021 \\ & 02 / 02 / 2022 \end{aligned}$ |
|  |  | TAA NTE 5 hpw (Support STARS program) |  |  |
| 187. | Malfavon Lara, Claribel M. | Elem Student Supervisor | 12-01 | $\begin{aligned} & \text { 08/23/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |
|  |  | TAA NTE 5 hrs (Attend training) |  |  |
| 188. | Marino, Ann M. | Para-Educator II | 20-06 | 11/01/2021 |
|  |  | TAA NTE 3 hrs (Attend CA MTSS training) |  |  |
| 189. | Matteson, Megan J. | Para-Educator III | 22-06 | 11/01/2021 |
|  |  | TAA NTE 3 hrs (Attend CA MTSS training) |  |  |
| 190. | McGee, Amy J. | Para-Educator III | 22-01 | 11/01/2021 |
|  |  | TAA NTE 3 hrs (Attend CA MTSS training) |  |  |
| 191. | Miller, Valerie L. | Para-Educator II | 20-04 | 11/01/2021 |
|  |  | TAA NTE 3 hrs (Attend CA MTSS training) |  |  |
| 192. | Morgan, Debra A. | Para-Educator II | 20-05 | $\begin{aligned} & \text { 09/02/2021-- } \\ & 06 / 02 / 2022 \end{aligned}$ |
|  |  | TAA NTE 71 hrs (Assist with classroom needs) |  |  |
| 193. | Morgan, Debra A. | Para-Educator II | 20-05 | 09/02/2021- |
|  |  | TAA NTE 71 hrs (Assist with classroom |  | 06/02/2022 |

CAPISTRANO UNIFIED SCHOOL DISTRICT<br>San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)

| Name |  | Additional <br> Assignment | Range Step | Effective Date(s) |
| :---: | :---: | :---: | :---: | :---: |
| 194. | Navarro, Kelli M. | Para-Educator II | 20-03 | 11/01/2021 |
|  |  | TAA NTE 3 hrs (Attend CA MTSS training) |  |  |
| 195. | Palacios, Juan | Para-Educator IV | 24-03 | 10/29/2021 |
|  |  | TAA NTE 2 hrs (Support student at dance) |  |  |
| 196. | Pasqua, Laura L. | HS Campus Supervisor | 25-06 | $\begin{aligned} & 11 / 01 / 2021- \\ & 06 / 04 / 2022 \end{aligned}$ |
|  |  | TAA NTE 32 hrs (Monitor after school detention) |  |  |
| 197. | Peterson, Patricia V. | Elem Student Supervisor | 12-01 | $\begin{aligned} & 08 / 17 / 2021 \\ & 06 / 02 / 2022 \end{aligned}$ |
|  |  | TAA NTE 5 hrs (Attend training) |  |  |
| 198. | Pryor, Bunny S. | Para-Educator II | 20-06 | 11/01/2021 |
|  |  | TAA NTE 3 hrs (Attend CA MTSS training) |  |  |
| 199. | Raisola, Diane M. | Para-Educator IV | 24-15 | $\begin{aligned} & 10 / 22 / 2021- \\ & 01 / 29 / 2022 \end{aligned}$ |
|  |  | TAA NTE 7.5 hrs (Assist students on bus) |  |  |
| 200. | Sadeghieh, Mimi | Para-Educator II | 20-15 | 11/01/2021 |
|  |  | TAA NTE 3 hrs (Attend CA MTSS training) |  |  |
| 201. | Simpson, Monica | Para-Educator III | 22-20 | $\begin{aligned} & 11 / 02 / 2021 \\ & 12 / 17 / 2021 \end{aligned}$ |
|  |  | TAA NTE 15hpw (Provide services to new student per IEP) |  |  |
| 202. | Sivakumar, Charumathy | Elem Student Supervisor | 12-02 | $\begin{aligned} & 10 / 18 / 2021 \\ & 10 / 19 / 2021 \end{aligned}$ |
|  |  | TAA NTE 5 hrs (Attend CPI training) |  |  |
| 203. | Stout, Carmen | Blngl Community Srves Liaison | 23-05 | 09/16/2021 |
|  |  | TAA NTE 1.0 hr (Translate for PTA parent ed night) |  |  |
| 204. | Swartz, Brian D. | Boys Athl/Equip Lckr Rm Attn | 27-06 | $\begin{aligned} & \text { 09/01/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |
|  |  | TAA NTE 150 hrs (Provide additional supervision) |  |  |
| 205. | Tavernetti, Carmen G. | Blngl Community Srves Liaison | 23-10 | $\begin{aligned} & 11 / 10 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
|  |  | TAA NTE 50 hrs (Translate for meetings, conferences and letters) |  |  |
| 206. | Torres Valencia, Karla V. | Elem Student Supervisor | 12-02 | $\begin{aligned} & \text { 08/17/2021 } \\ & 06 / 02 / 2022 \end{aligned}$ |
|  |  | TAA NTE 5 hrs (Attend training) |  |  |
| 207. | Trumbly, Paola P. | Para-Educator IV | 24-03 | 10/29/2021 |
|  |  | TAA NTE 2 hrs (Support student at dance) |  |  |
| 208. | Vincente, Nora | LVN | 30-04 | $\begin{aligned} & \text { 08/24/2021- } \\ & 06 / 03 / 2022 \end{aligned}$ |
|  |  | TAA NTE 10 hrs ( Support Covid tracing, tracking and reporting) |  |  |
| 209. | Warfel, Nicolette L. | Elem Student Supervisor | 12-01 | $\begin{aligned} & 08 / 17 / 2021 \\ & 06 / 02 / 2022 \end{aligned}$ |
|  |  | TAA NTE 5 hrs (Attend training) |  |  |
| 210. | Weinmann, Cindi | Elem Student Supervisor | 12-03 | $\begin{aligned} & 08 / 17 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
|  |  | TAA NTE 5 hrs (Attend training) |  |  |

CAPISTRANO UNIFIED SCHOOL DISTRICT<br>San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Classified Employees

## APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS (Cont.)

211. Mindfulness for Educators - Professional Learning

Not to exceed 9 hours total for 9 employees

$$
11 / 18 / 2021
$$

## APPROVE SUBSTITUTE ASSIGNMENTS AS NEEDED FOR VACANT POSITION OR ABSENT EMPLOYEE

| Name |  | Current | Position | Range | Effective |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Position | Sub As Needed | Step | Dates |
| 212. | Backer, Anne M. | Para-Educator II ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-03 | $\begin{aligned} & 07 / 01 / 2021- \\ & 06 / 30 / 2022 \end{aligned}$ |
| 213. | Backer, Anne M. | Para-Educator II ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator IV | 24-02 | $\begin{aligned} & 07 / 01 / 2021- \\ & 06 / 30 / 2022 \end{aligned}$ |
| 214. | Banks, Lisa C. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub School Secretary II | 29-01 | $\begin{aligned} & 10 / 25 / 2021- \\ & 11 / 15 / 2021 \end{aligned}$ |
| 215. | Banks, Lisa C. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Secretary | 27-02 | $\begin{aligned} & 10 / 25 / 2021- \\ & 11 / 15 / 2021 \end{aligned}$ |
| 216. | Banks, Lisa C. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator I | 29-01 | $\begin{aligned} & 09 / 13 / 2021 \\ & 09 / 15 / 2021 \end{aligned}$ |
| 217. | Boshman, Maria L. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator I | 19-02 | $\begin{aligned} & 09 / 10 / 2021 \\ & 06 / 03 / 2022 \end{aligned}$ |
| 218. | Boshman, Maria L. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator II | 20-02 | $\begin{aligned} & \text { 09/10/2021- } \\ & 06 / 03 / 2022 \end{aligned}$ |
| 219. | Boshman, Maria L. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-02 | $\begin{aligned} & 09 / 10 / 2021 \\ & 06 / 03 / 2022 \end{aligned}$ |
| 220. | Boshman, Maria L. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator IV | 24-03 | $\begin{aligned} & 09 / 10 / 2021 \\ & 06 / 03 / 2022 \end{aligned}$ |
| 221. | Castaneda, Kimberly A. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 15 \mathrm{hpw}$ ) | Sub Elem School Clerk | 23-01 | $\begin{aligned} & 08 / 17 / 2021- \\ & 06 / 07 / 2022 \end{aligned}$ |
| 222. | Cross, Jesse J. | Para-Educator II ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-03 | $\begin{aligned} & \text { 08/17/2021- } \\ & 11 / 01 / 2021 \end{aligned}$ |
| 223. | El Arabi, Rexene K. | Para-Educator II ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-06 | $\begin{aligned} & 08 / 17 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 224. | Fauchard, Evelyne M. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator II | 20-06 | $\begin{aligned} & 10 / 01 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 225. | Fauchard, Evelyne M. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-06 | $\begin{aligned} & 10 / 07 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 226. | Flores, Jessica A. | Para-Educator II ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-03 | $\begin{aligned} & 08 / 17 / 2021 \\ & 06 / 02 / 2022 \end{aligned}$ |
| 227. | Frobe, Theresa L. | Para-Educator II ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-05 | $\begin{aligned} & \text { 10/29/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022 Classified Employees

## APPROVE SUBSTITUTE ASSIGNMENTS AS NEEDED (Cont.) FOR VACANT POSITION OR ABSENT EMPLOYEE

| Name |  | Current | Position | Range | fective |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Position | Sub As Needed | Step | Dates |
| 228. | Gleason, Stephenie M. | Para-Educator II ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-05 | $\begin{aligned} & \text { 10/20/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |
| 229. | Gleason, Stephenie M. | Para-Educator II ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator IV | 24-04 | $\begin{aligned} & \text { 10/20/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |
| 230. | Greene, Noemi J. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 10 \mathrm{hpw}$ ) | Sub Para-Educator II | 20-01 | $\begin{aligned} & 10 / 07 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 231. | Greene, Noemi J. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 10 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-01 | $\begin{aligned} & \text { 10/07/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |
| 232. | Grillias, Elena K. | Para-Educator I ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-02 | $\begin{aligned} & 08 / 17 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 233. | Hardy, Alicia G. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator I | 19-01 | $\begin{aligned} & \text { 08/30/2021- } \\ & 10 / 20 / 2021 \end{aligned}$ |
| 234. | Harris, Renee E. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator I | 19-03 | $\begin{aligned} & \text { 09/10/2021- } \\ & 11 / 28 / 2021 \end{aligned}$ |
| 235. | Harris, Renee E. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator II | 20-03 | $\begin{aligned} & \text { 09/10/2021- } \\ & 11 / 28 / 2021 \end{aligned}$ |
| 236. | Harris, Renee E. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-03 | $\begin{aligned} & \text { 09/10/2021- } \\ & 11 / 28 / 2021 \end{aligned}$ |
| 237. | Harris, Renee E. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator IV | 24-04 | $\begin{aligned} & \text { 09/10/2021- } \\ & 11 / 28 / 2021 \end{aligned}$ |
| 238. | Lesage, Patricia G. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator I | 19-05 | $\begin{aligned} & \text { 09/10/2021- } \\ & 06 / 30 / 2022 \end{aligned}$ |
| 239. | Lesage, Patricia G. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator II | 20-05 | $\begin{aligned} & \text { 09/10/2021- } \\ & 06 / 30 / 2022 \end{aligned}$ |
| 240. | Lesage, Patricia G. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-05 | $\begin{aligned} & \text { 09/10/2021- } \\ & 06 / 30 / 2022 \end{aligned}$ |
| 241. | Lesage, Patricia G. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator IV | 24-06 | $\begin{aligned} & \text { 09/10/2021- } \\ & 06 / 30 / 2022 \end{aligned}$ |
| 242. | Mackie, Kevin K. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator II | 20-04 | $\begin{aligned} & \text { 10/07/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |
| 243. | Mackie, Kevin K. | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-04 | $\begin{aligned} & \text { 10/07/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |
| 244. | Mihalich, Kelli C. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator II | 20-02 | $\begin{aligned} & \text { 10/07/2021- } \\ & 06 / 30 / 2022 \end{aligned}$ |
| 245. | Mihalich, Kelli C. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-01 | $\begin{aligned} & \text { 10/07/2021- } \\ & 06 / 30 / 2022 \end{aligned}$ |
| 246. | Molina-Meyer, Monica L. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 15 \mathrm{hpw}$ ) | Sub Para-Educator II | 20-01 | $\begin{aligned} & \text { 10/07/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |


\[\)|  CAPISTRANO UNIFIED SCHOOL DISTRICT  |
| :--- |
|  San Juan Capistrano, California  |

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Personnel Activity List Board of Trustees Regular Meeting of January 19, 2022
Classified Employees

## APPROVE SUBSTITUTE ASSIGNMENTS AS NEEDED (Cont.) FOR VACANT POSITION OR ABSENT EMPLOYEE

| Name |  | Current | Position | Range | Effective |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Position | Sub As Needed | Step | Dates |
| 247. | Molina-Meyer, Monica L. | Elem Student Supervisor ( $9.5 \mathrm{mo} / 15 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-01 | $\begin{aligned} & \text { 10/07/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |
| 248. | Orem, Alexander K. | Para-Educator II ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator IV | 24-01 | $\begin{aligned} & 11 / 25 / 2021- \\ & 06 / 03 / 2022 \end{aligned}$ |
| 249. | Rasouli, Sara | Elem Student Supervisor ( $9.5 \mathrm{mo} / 15 \mathrm{hpw}$ ) | Sub Para-Educator I | 19-01 | $\begin{aligned} & \text { 08/30/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |
| 250. | Simpson, Monica | Para-Educator II ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-20 | $\begin{aligned} & \text { 08/17/2021- } \\ & 06 / 02 / 2022 \end{aligned}$ |
| 251. | Trumbly, Paola P. | Blngl Community Srves Liaison ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | MS Office Mgr | 33-01 | $\begin{aligned} & 11 / 02 / 2021- \\ & 06 / 07 / 2022 \end{aligned}$ |
| 252. | Trumbly, Paola P. | Blngl Community Srves Liaison ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub School Clerk II | 25-02 | $\begin{aligned} & 10 / 25 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 253. | Vadeghani, Nasrin H. | Sub Para-Educator II (1mo/1hpw) | Sub Para-Educator I | 22-01 | $\begin{aligned} & 09 / 13 / 2021- \\ & 09 / 15 / 2021 \end{aligned}$ |
| 254. | Wagner, Bridget | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator II | 20-05 | $\begin{aligned} & 10 / 07 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |
| 255. | Wagner, Bridget | MS Campus Supervisor ( $9.5 \mathrm{mo} / 17.5 \mathrm{hpw}$ ) | Sub Para-Educator III | 22-05 | $\begin{aligned} & 10 / 07 / 2021- \\ & 06 / 02 / 2022 \end{aligned}$ |

## APPROVE LEAVE OF ABSENCE

| Employee Unique <br> Identifying Number |  | Position |
| :--- | :--- | :--- |
| 256. 243869 |  | MS Campus Supervisor |
| 257. 257091 |  | Para-Educator IV |
| 258. 259559 |  | Blngl Community Srvcs |
| 259. 331407 |  | Liaison <br> Para-Educator II |

[^13]
# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD OF TRUSTEES <br> MINUTES OF SPECIAL MEETING <br> DECEMBER 8, 2021 <br> EDUCATION CENTER - BOARD ROOM 

President Bullockus called the meeting to order at 4:09 p.m.

## ROLL CALL:

Call to Order/
Adjourn to Closed
Session
Present: Trustees Braunstein, Bullockus, Castellanos, Hanacek, Jones, McNicholas and Student Adviser Padhya.
Absent: Trustee Davis

The Pledge of Allegiance was led by Martha McNicholas, Board of Trustees.
The Board meeting discussion related to each of the items on the public agenda is on

Pledge of Allegiance<br>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: www.capousd.org

It was moved by Trustee McNicholas and seconded by Trustee Braunstein and motion carried 6-0-1 by a roll call vote to adopt the Special Board meeting agenda.

Adoption of the Board Agenda

AYES: Trustees Braunstein, Bullockus, Castellanos, Hanacek, Jones, and McNicholas
NOES: None
ABSENT: Trustee Davis
Student Adviser Padhya cast a preferential vote of aye to adopt the agenda.
President Bullockus recognized Gregory Merwin, Associate Superintendent, Education and Support Services to present the item.

## Agenda Item 1

This is an information item only and no Board action is required.
It was moved by Trustee Braunstein and seconded by Trustee McNicholas to adjourn the meeting, motion carried 6-0-1 by a roll call vote.

AYES: Trustees Braunstein, Bullockus, Castellanos, Hanacek, Jones, and McNicholas
NOES: None
ABSENT: Trustee Davis
Student Adviser Padhya cast a preferential vote of aye to adjourn the meeting.
President Bullockus announced the meeting adjourned at 4:34 p.m.

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD OF TRUSTEES <br> MINUTES OF SPECIAL MEETING DECEMBER 8, 2021 EDUCATION CENTER - BOARD ROOM 

$\underline{C}$<br>Board Clerk<br>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 <br> BOARD OF TRUSTEES <br> MINUTES OF REGULAR MEETING <br> DECEMBER 15, 2021 <br> EDUCATION CENTER - BOARD ROOM 

President Bullockus called the meeting to order at 5:35 p.m.

## ROLL CALL:

Call to Order/
Adjourn to Closed
Session
Present: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
Absent: None
The Board recessed to closed session to discuss: Public Health Emergency; Conference with Legal Counsel - Anticipated Litigation; Conference with Legal Counsel - Existing Litigation; Conference with Real Property Negotiators; Student Expulsions; Conference with Labor 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 Padhya
Absent: None
The Pledge of Allegiance was led by J.T. Williams, Associated Student Body President, Dana Hills High School.

The Board meeting discussion related to each of the items on the public agenda is on
Closed Session Comments file in the Superintendent's office as a matter of the permanent record. An audio recording of the meeting is available on the District website: www.capousd.org

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

Pledge of Allegiance

Permanent Record

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
NOES: None
ABSENT: None
Student Adviser Padhya voted aye to adopt the agenda.
President Bullockus asked Colleen Hayes, Manager II - Board Operations/ Superintendent's Office to read the report out of closed session:

President's Report
from Closed
Session Meeting

## Agenda Item \#3A- Public Health Emergency

No reportable action.
Agenda Item \#3B- Conference with Legal Counsel - Anticipated Litigation
Significant Exposure to Litigation - Eleven Cases
Trustees voted 7-0 to approve the staff recommendation on the following cases:
ADR Case Number 20200430M
ADR Case Number 20210521M
ADR Case Number 20210827
ADR Case Number 20211004

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD OF TRUSTEES <br> MINUTES OF REGULAR MEETING <br> DECEMBER 15, 2021 <br> EDUCATION CENTER - BOARD ROOM 

ADR Case Number 20211015
ADR Case Number 20211018
ADR Case Number 20211021
ADR Case Number 20211028
ADR Case Number 20211108
ADR Case Number 20211112
ADR Case Number 20211115
Agenda Item \#3C - Conference with Legal Counsel - Existing Litigation Significant Exposure to Litigation - Four Cases
Trustees voted 7-0 to approve staff recommendation on the following cases:
OAH Case Number 2021050726
OAH Case Number 2021070783
OAH Case Number 2021090902
OAH Case Number 2021100093

## Agenda Item \#3D - Conference with Real Property Negotiators

No reportable action.

## Agenda Item \#3E - Student Expulsions

Trustees voted 7-0 to approve staff recommendation on the following two cases:
Case \# 2022-002
Case \# 2022-003

## Agenda Item \#3E - Conference with Labor Negotiators

Trustees gave direction to staff.

## REORGANIZATION OF THE BOARD

President Bullockus asked for nominations for Board President.

Trustee Davis nominated Trustee McNicholas for Board President. Trustee McNicholas accepted the nomination. The motion carried 7-0 to elect Trustee Martha McNicholas, Board President.

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
NOES: None
ABSENT: None
Student Adviser Padhya voted aye to elect Trustee McNicholas, Board President.
President McNicholas asked for nominations for Board Vice President.

Trustee Davis nominated Trustee Castellanos for Board Vice President. Trustee Castellanos accepted the nomination. The motion carried 7-0 to elect Trustee Krista Castellanos, Board Vice President.

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
NOES: None
ABSENT: None

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD OF TRUSTEES <br> MINUTES OF REGULAR MEETING <br> DECEMBER 15, 2021 <br> EDUCATION CENTER - BOARD ROOM 

Student Adviser Padhya voted aye to elect Trustee Castellanos, Board Vice President.
President McNicholas asked for nominations for Board Clerk.
Trustee Bullockus nominated Trustee Jones for Board Vice President. Trustee Jones accepted the nomination. The motion carried 7-0 to elect Trustee Gila Jones, Board Clerk.
$\begin{array}{ll}\text { AYES: } & \text { Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and } \\ & \text { McNicholas } \\ \text { NOES: } & \text { None } \\ \text { ABSENT: } & \text { None }\end{array}$
Student Adviser Padhya 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.

It was moved by Trustee Bullockus and seconded by Trustee Hanacek motion carried by a 7-0 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 Adviser Padhya 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 Bullockus and Jones will serve on the Orange County School Boards Political Action Group Effort (PAGE).

Trustees selected to serve on the following Ad Hoc committees:
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
If necessary, Trustees will revisit the Ad Hoc committee assignments after the Plans for Trustee Area Boundary Redistricting are finalized.

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 Bullockus and McNicholas will serve as the California School Board Association Delegates (CSBA).

Trustees Braunstein and Jones will serve on the Board Policy Sub-Committee.

Associated Student Body
Dana Hills High School
Dr. Brad Baker, Principal
Sandra Mesa, Activities Director
JT. Williams, Associated Student Body President

## Celebration of Life

Tim Brooks, Associate Superintendent, Human Resource Services
Superintendent Vital reported on the various activities at our sites in the past weeks.
Trustee Castellanos recognized Trustee Bullockus for her past year as Board President.
Trustee Davis acknowledged the City of San Clemente for adding five crossing guards.
No reportable action.
The following speakers addressed the Board:

- Greg Young spoke regarding the shoes left at the District office
- Melissa Anderson, teacher, spoke regarding the shoes left at the District office, student safety, and a resolution for change
- Brett Stall spoke against a vaccine mandate
- Shanin Kurtz spoke against a vaccine mandate and read her child's medical exemption letter from their doctor
- Jennifer Loya spoke regarding parents' choice for their students and masks
- Gene thanked Trustee Davis for taking the letter to Sacramento, and spoke about the Cultural Proficiency Plan
- Neil spoke against a vaccine mandate, and thanked Trustee Davis and the Board
- Michele Ploessel-Campbell spoke regarding the PTA holiday activities, and parent volunteers being allowed for outside activities

At 8:10 p.m. President McNicholas opened the Public Hearing on Draft Plans for Trustee Area Boundary Redistricting.

The following speaker addressed the Board:

- Michele Ploessel Campbell spoke in support of the Draft Plans for Trustee Area Boundary Redistricting.

President McNicholas closed the Public Hearing at 8:11 p.m.

## 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.

Special
Recognitions

Celebration of Life

Board and<br>Superintendent Comments

## Student Board Member Report <br> Oral <br> Communications

Public Hearing: Draft Plans for Trustee Area
Boundary
Redistricting

Consent
Calendar

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 McNicholas asked Trustees for items they wished to pull from the Consent Calendar. Trustee Davis pulled items \#8 and \#27.

The following speakers addressed the Board:

- Michele Ploessel Campbell spoke regarding item \#6 and Item \#27.

It was moved by Trustee Davis and seconded by Trustee Braunstein motion carried by a 7-0 roll call vote to approve the following Consent Calendar with the exception of items pulled.
$\begin{array}{ll}\text { AYES: } & \text { Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and } \\ & \text { McNicholas } \\ \text { NOES: } & \text { None } \\ \text { ABSENT: } & \text { None }\end{array}$
Student Adviser Padhya voted aye to approve the Consent Calendar.

Approval of donations of funds and equipment.

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2).

Approval of Award of Bid No. 2122-01, Waste Management Services to CR\&R, Incorporated.

Donation of
Funds and
Equipment
Agenda Item 6
Purchase Orders, Commercial
Warrants and
Previously
Board-Approved
Bids and
Contracts
Agenda Item 7
Award Bid No.
2122-01, Waste
Management
Services CR\&R, Incorporated
Agenda Item 9 Award Bid No. 2122-02, Tree Trimming Maintenance Services - West Coast Arborist, Incorporated Agenda Item 10 Employee Cell Phone Allowance Agenda Item 11

Approval of Change Order No. 1, Bid No. 2122-05 for the Compressed Natural Gas Station Expansion Project related to a credit for unused allowance funds. This

Approval of Change Order No. 2, Bid No. 2122-09 for College and Career Advantage (CCA) Classroom Portable Addition project related to District directed adjustments to incorporate additional data and low voltage connectivity, provides additional fencing and securing vehicle gate.

Change Order
No. 1, Bid No.
2122-05,
Compressed
Natural Gas
Station
Expansion
Project
Agenda Item 12 Change Order No. 2, Bid No. 2122-09, College and Career
Advantage
Classroom
Portable
Addition Project
Agenda Item 13
Change Order No. 9, Bid No. 1920-05, Newhart Middle School Steam Building Project
Agenda Item 14
Final Acceptance
and Filing of Notice of Completion for
Bid No. 2122-05
for Compressed
Natural Gas
Station
Expansion
Project
Agenda Item 15
Final Acceptance and Filing of
Notice of
Completion for
Bid No. 2122-09
for College and
Career
Advantage
Classroom
Portable
Addition Project
Agenda Item 16
Procure Eligible
E-Rate Items
Utilizing
Requests for

Proposals
Process
Agenda Item 17
Approval of the Aliso Viejo Community Association (AVCA) Limited Use and Maintenance Agreement (LUMA) for Aliso Niguel High School Winter/Spring Baseball 2022.

Aliso Viejo
Community
Association
Limited Use and
Maintenance
Agreement for
Aliso Niguel High
School
Winter/Spring
Baseball 2022
Agenda Item 18
Aliso Viejo
Community
Association
Limited Use and
Maintenance
Agreement for
Aliso Niguel High
School
Winter/Spring
Lacrosse 2022
Agenda Item 19
Approval of the ratification of the Interagency Agreement with Orange County Head Start, Inc.

Interagency
Agreement with
Orange County
Head Start, Inc.
Agenda Item 20
Approval of the Data Sharing and Services Agreement with the Foundation for California Community Colleges on behalf of the California College Guidance Initiative (CCGI).

Approval of Addendums to the Agreement for Additional Schools Participating in the Inside the Outdoors School Program, Agreement Number 14002, Addendum No. 2 and No. 3.

Data Sharing and
Services
Agreement with
the Foundation
for California
Community
Colleges on
Behalf of the
California
College Guidance Initiative
Agenda Item 21
Addendum to the Agreement for Additional Schools
Participating in the Inside the Outdoors School Programs, Agreement Number 14002,
Addendum No. 2

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
DECEMBER 15, 2021
EDUCATION CENTER - BOARD ROOM
and No. 3
Agenda Item 22
Approval of the ratification of MasteryConnect Subscriptions from Instructure. MasteryConnect is a program integrated into Canvas Learning Management System which measures and promotes student growth through a platform designed to show student learning in an intuitive and visual way.
Approval of the Musical Theater International (MTI) agreement for student production of the high school version of Mama Mia for use December 16, 2021 through March 30, 2022.

MasteryConnect Subscriptions from Instructure Agenda Item 23 Musical Theater International Agreement for
Student Production of Mama Mia for 2021-2022
Agenda Item 24
Approval of Resolution No. 2122-28 for Signature and Acceptance of Fiscal Year 20222023 Continued Funding Application, for California State Preschool Program Contract.

Resolution No.
2122-28 for
Signature and
Acceptance of
Fiscal Year 2022-
2023 Continued
Funding
Application, for
California State
Preschool
Program
Contract
Agenda Item 25
Approval of the Educator Effectiveness Expenditure Plan, the District will receive $\$ 9,222,006$ in one-time state funding to improve educator effectiveness of its teachers, administrators, paraprofessionals, and classified staff who interact with students.

Educator
Effectiveness
Expenditure Plan
Agenda Item 26
Approval of the Internship Agreement with Chapman University, effective November 15, Internship 2021 and expiring December 1, 2026.

Agreement with
Chapman
University
Agenda Item 28
Acceptance of Williams Settlement Legislation Orange County Department of Education (OCDE) First Quarter Report.

Orange County
Department of
Education First
Quarter Report -
Williams
Settlement
Legislation
Agenda Item 29
Approval of the School Counseling Supervised Paid Internship Fieldwork Agreement School with Chapman University, effective November 15, 2021 and expiring December 1, 2026.

Approval of the Educational Affiliation Agreement with Rancho Santiago Community College District, effective upon the final signature and continuing for five years.

Educational
Affiliation
Agreement with
Rancho Santiago
Community
College District
Agenda Item 31
Approval of the activity list for employment, separation, and additional assignments of certificated employees.

Resignations/
Retirements/
Employment -
Certificated
Employees
Agenda Item 32
Approval of the activity list for employment, separation, and additional assignments of classified employees.

Resignations/
Retirements/

Employment -
Classified
Employees
Agenda Item 33
Approval of Resolution No. 2122-27, Role of the Board: Powers and Responsibilities, reaffirms the role of the Board. The Board of Trustees is the educational policy-making body for the District.

Approval of the Board Meeting Schedule for the 2022-2023 school year.

Approval of the November 3, 2021 Regular Board Meeting Minutes.
Resolution No.
2122-27, Role of
the Board:
Powers and
Responsibilities
Agenda Item 34
2022-2023
Board Meeting
Schedule
Agenda Item 35
School Board
Minutes
Agenda Item 36
Approval of Resolution No. 2122-26, Continuing Authority to Hold Virtual Meetings, Resolution No.

Pursuant to Assembly Bill 361.

2122-26,
Continuing
Authority to
Hold Virtual
Meetings
Pursuant To
Assembly Bill
361
Agenda Item 37
Instructional
Materials
Recommended
for Adoption:
The following speakers addressed the Board:

- Shelly Gustafson, teacher, spoke in support of the recommended instructional materials
- Michele Ploessel-Campbell spoke in support of the recommended instructional materials

Secondary
English-
Language Arts
And History
Social Science
Supplemental
Novels, Grades 6-

# CAPISTRANO UNIFIED SCHOOL DISTRICT 

BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
DECEMBER 15, 2021
EDUCATION CENTER - BOARD ROOM
It was moved by Trustee Hanacek and seconded by Trustee Braunstein to approve $\mathbf{1 2}$ Instructional Materials Recommended for Adoption: Secondary English-language arts and History Social Science Supplemental Novels, Grades 6-12. The motion carried 5-2.

$$
\begin{array}{ll}
\text { AYES: } & \text { Trustees Braunstein, Castellanos, Hanacek, Jones, and McNicholas } \\
\text { NOES: } & \text { Trustees Bullockus, and Davis } \\
\text { ABSENT: } & \text { None }
\end{array}
$$

Student Adviser Padhya voted aye to approve Instructional Materials Recommended for Adoption: Secondary English-language arts and History Social Science Supplemental Novels, Grades 6-12.

President McNicholas recognized Gregory Merwin, Associate Superintendent, Education and Support Services to present the item.

It was moved by Trustee Hanacek and seconded by Trustee Jones to approve Instructional Materials Recommended for Adoption: Secondary World Languages Supplemental Novels, Grades 9-12. The motion carried 7-0.

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
NOES: None
ABSENT: None
Student Adviser Padhya voted aye to approve Instructional Materials Recommended for Adoption: Secondary World Languages Supplemental Novels, Grades 9-12.

President McNicholas recognized Gregory Merwin, Associate Superintendent, Education and Support Services to present the item.

This is an information item only and no Board action is necessary.
President McNicholas requested agenda items 44 and 45 be heard prior to agenda item 41. By a consensus of the Board, all Trustees were in favor of hearing agenda items 44 and 45 prior to agenda item 41.

President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

The following speakers addressed the Board:

- Michele Ploessel Campbell spoke in favor of the Resolution
- Melina Pelini spoke in favor of the Resolution and the Dana Hills High School bond

It was moved by Trustee Hanacek and seconded by Trustee Castellanos to adopt Resolution No. 2122-23, a Resolution of the Board of Trustees of the Capistrano Unified School District of Intention to Consider and Resource the Investigation of a Potential Future Bond Measure (Dana Hills High School Seismic Safety Project). The motion carried 4-3 by a roll call vote.

AYES: Trustees Braunstein, Castellanos, Hanacek, and McNicholas
NOES: Trustees Bullockus, Davis, and Jones
ABSENT: None

## Instructional <br> Materials <br> Recommended <br> for Adoption: <br> Secondary World <br> Languages <br> Supplemental <br> Novels, Grades 912

Agenda Item 39

Presentation Math Update Agenda Item 40

Request to Hear Items 44 and 45 Prior to Item 41

Resolution No. 2122-23, a Resolution of the Board of Trustees of the Capistrano Unified School District of Intention to Consider and Resource the Investigation of a Potential Future Bond Measure (Dana Hills High
School Seismic
Safety Project)
Agenda Item 44

Student Adviser Padhya voted aye to adopt Resolution No. 2122-23, a Resolution of the Board of Trustees of the Capistrano Unified School District of Intention to Consider and Resource the Investigation of a Potential Future Bond Measure (Dana Hills High School Seismic Safety Project).

Student Adviser Padhya left the meeting at 10:15 p.m.
President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

The following speaker addressed the Board:

- Emily Cravens spoke regarding her support for the bond to include grades TK-12
- Michele Ploessel-Campbell spoke in support of the citizens in Aliso Viejo and their push for the bond, also in support of a Districtwide bond

It was moved by Trustee Hanacek and seconded by Trustee Castellanos to adopt Resolution No. 2122-24, a Resolution of the Board of Trustees of the Capistrano Unified School District of Intention to Consider and Resource the Investigation of a Potential Future Bond Measure (City of Aliso Viejo TK-8 [TK-12] Bond Measure). The motion carried 5-2 by a roll call vote. A TK-12 bond measure is estimated to cost $\$ 280$ million.

$$
\begin{array}{ll}
\text { AYES: } & \text { Trustees Braunstein, Bullockus, Castellanos, Hanacek, and McNicholas } \\
\text { NOES: } & \text { Trustees Davis and Jones } \\
\text { ABSENT: } & \text { None }
\end{array}
$$

President McNicholas requested agenda item 46 be heard after agenda item 45 and prior to agenda item 41. By a consensus of the Board, all Trustees were in favor of hearing agenda item 46 prior to agenda item 41.

President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services, to present the item.

The following speaker addressed the Board:

- Michele Ploessel Campbell spoke infavor of the Resolution

It was moved by Trustee McNicholas and seconded by Trustee Jones to adopt Resolution No. 2122-25, Resolution of the Board of Trustees of the Capistrano Unified School District in Support of Assembly Bill No. 75, Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022. The motion carried 7-0 by a roll call vote, as amended.
$\begin{array}{ll}\text { AYES: } & \text { Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and } \\ & \text { McNicholas } \\ \text { NOES: } & \text { None } \\ \text { ABSENT: } & \text { None }\end{array}$

It was moved by Trustee Hanacek seconded by Trustee Bullockus to extend the Board meeting one hour to $11: 53 \mathrm{p} . \mathrm{m}$. The motion carried 7-0.

President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

The following speakers addressed the Board:

Resolution No.
2122-24, a
Resolution of the
Board of Trustees
of the Capistrano Unified School
District of
Intention to
Consider and
Resource the
Investigation of a
Potential Future
Bond Measure
(City of Aliso
Viejo TK-8 or
TK-12 Bond
Measure)
Agenda Item 45
Request to Hear
Item 46 After
Item 45, Prior to
Item 41
Resolution No. 2122-25,
Resolution of the
Board of Trustees
of the Capistrano
Unified School
District in
Support of Assembly Bill No.
75,
Kindergarten-
Community
Colleges Public
Education
Facilities Bond
Act of 2022
Agenda Item 46
Motion to Extend
the Meeting past
the Hour
Draft Plans for
Trustee Area
Boundary
Redistricting

- Michele Ploessel Campbell spoke requesting the Board to consider the feeder patterns and remember Union High School

This is an information item only and no Board action is necessary.
The Board gave direction to staff to bring back the Draft Plans for Trustee Area Boundary Redistricting, Charlie, Delta and Echo, to the January 19, 2022 Board meeting for Discussion/Action.

President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

It was moved by Trustee Bullockus and seconded by Trustee Davis to approve the Certification of the 2021-2022 First Interim Report. The motion carried 7-0.

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
NOES: None
ABSENT: None
President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

It was moved by Trustee Bullockus and seconded by Trustee Castellanos to approve Ambuehl Elementary School Modernization Phase 2 Project, Project Addendum to Master Agreement for Architectural Services - PBK-WLC Architect and Agreement for Contracted Services - TELACU Construction Management, Incorporated. The motion carried 7-0.

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
NOES: None
ABSENT: None

| AYES: | Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and |
| :--- | :--- |
|  | McNicholas |
| NOES: | None |
| ABSENT: | None |

Certification of the 2021-2022
First Interim Report
Agenda Item 42

## Ambuehl Elementary School

Modernization Phase 2 Project, Project Addendum to Master Agreement for Architectural Services - PBKWLC Architect and Agreement for Contracted Services -
TELACU Construction Management, Incorporated Agenda Item 43 Independent
President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

It was moved by Trustee Jones and seconded by Trustee Davis to approve Independent Contractor, Professional Services, Field Service, and Master Contract Agreements with the exception of the contract with LPA, Incorporated. The motion carried 7-0, as amended. The Board gave direction to staff to bring back the LPA, Incorporated contract on January 19, 2022.

[^14]It was moved by Trustee Davis seconded by Trustee Bullockus to extend the Board meeting thirty minutes to $12: 18 \mathrm{a} . \mathrm{m}$. The motion carried 7-0.

President McNicholas recognized Gregory Merwin, Associate Superintendent, Education and Support Services, to present the item.

It was moved by Trustee Hanacek and seconded by Trustee Jones to approve Memorandum of Understanding with WestEd for the California Healthy Kids Survey 2021-2022. The motion carried 6-1.

Motion to Extend the Meeting past the Hour Memorandum of Understanding with WestEd for the California Healthy Kids Survey 2021-2022
Agenda Item 27
$\left.\begin{array}{ll}\text { AYES: } & \text { Trustees Braunstein, Bullockus, Castellanos, Hanacek, Jones, and } \\ \text { McNicholas }\end{array}\right] \begin{aligned} & \text { NOES: } \\ & \text { Trustee Davis } \\ & \text { ABSENT: }\end{aligned}$ None $\quad l$
It was moved by Trustee Davis and seconded by Trustee Jones to adjourn the meeting,
Adjournment motion carried 7-0.

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
NOES: None
ABSENT: None
President McNicholas announced the meeting adjourned in memory of Tim Brooks, Associate Superintendent, Human Resource Services, at 12:11 a.m. A moment of silence was observed.
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 <br> BOARD REPORT 

To: Board of Trustees
From: Colleen Hayes, Manager II Board Operations/Superintendent's Office
Date: January 19, 2022
Board Item: RESOLUTION NO. 2122-33, CONTINUING AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO ASSEMBLY BILL 361

## HISTORY

This is a legally mandated monthly item. At the December 15, 2021, Board meeting the Board adopted Resolution No. 2122-26, Continuing Authority to Hold Virtual Meetings, Pursuant to Assembly Bill 361. Per Government Code § 54953(e), the Board must adopt a subsequent resolution to continue this practice.

## BACKGROUND INFORMATION

On September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361, which immediately amended the Brown Act allowing governing boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code section § 54953(b), if the Board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency. The Board is committed to open and transparent governance in compliance with the Brown Act, and continues to conduct virtual meetings by way of telephonic and/or internet-based services as to allow members of the public to fully participate in meetings and offer public comment.

## CURRENT CONSIDERATIONS

Through this Resolution, the Board of Trustees of Capistrano Unified Schools District authorizes the use of teleconferencing for all meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, for a period of thirty (30) days from the adoption of this resolution, or such a time that the governing board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3). Based on the findings made above, the Board of Trustees of the Capistrano Unified School District will continue holding its meetings in a safe and efficient manner, with a priority of having members of the public participate in-person from the location of the Board meeting. In the event a Trustee must participate in a meeting through a virtual platform (such as Zoom or an equivalent program), $\mathrm{s} /$ he will follow all the requirements of AB 361. The Trustee's participation in public session shall be visible to all meeting participants in the same manner as if the Trustee were present. The Trustee may also participate in executive/closed session meetings of the Board.

## FINANCIAL IMPLICATIONS

There is no financial impact.

## TRUSTEE RECOMMENDATION

It is recommended the Board adopt Resolution No. 2122-33, Continuing Authority to Hold Virtual Meetings Pursuant To Assembly Bill 361.

PREPARED BY: Colleen Hayes, Manager II, Board Operations, Superintendent's Office
APPROVED BY: Kirsten Vital Brulte, Superintendent

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## RESOLUTION NO. 2122-33, CONTINUING AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO ASSEMBLY BILL 361

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, on September 20, 2021, Governor Newsom issued Executive Order N-15-21 suspending the implementation of AB 361 until October 1, 2021; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:
(e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:
(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:
(e)(3) If a declared state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:
(A) The legislative body has reconsidered the circumstances of the declared state of emergency.
(B) Any of the following circumstances exist:
(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
(ii) State or local officials continue to impose or recommend measures to promote social distancing.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Capistrano Unified School District finds that the Governor's March 4, 2020 declaration of a state of emergency due to the COVID-19 pandemic remains active.

BE IT FURTHER RESOLVED, the Board of Trustees of Capistrano Unified School District has reconsidered the circumstances of the declared state of emergency and finds that as a result, under certain circumstances meeting in person would present imminent risks to the health or safety of attendees, including the potential to adversely affect Trustees due to one or more of the following reasons:

1. The prevalence of the Delta and subsequent variants, the indoor setting of meeting facilities;
2. The potential presence of unvaccinated individuals attending meetings;
3. The potential for noncompliance with mask wearing requirements; and
4. The desire to protect the health of immuno-compromised trustees, staff and the public.

BE IT FURTHER RESOLVED, based on the findings made above, the Board of Trustees of the Capistrano Unified School District will continue holding its meetings as follows:

Public Participation: The Board will continue to hold all meetings in a safe and efficient manner, with a priority of having members of the public participate in-person from the location of the Board meeting.

Trustee Participation: Consistent with the above findings, in the event a Trustee must participate in a meeting through a virtual platform (such as Zoom or an equivalent program), $\mathrm{s} / \mathrm{he}$ will follow all the requirements of AB 361 . The Trustee's participation in public session shall be visible to all meeting participants in the same manner as if the Trustee were present. The Trustee may also participate in executive/closed session meetings of the Board.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on January 19, 2022, by the following vote:

AYES
NOES
ABSTAIN
ABSENT


I, Kirsten M. Vital Brulte, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on January 19, 2022, by a roll call vote.

Gila Jones, Trustee Clerk of the Board of Trustees

Kirsten M. Vital Brulte, Superintendent Secretary of the Board of Trustees

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
Date: January 19, 2022
Board Item: Draft Plans for Trustee Area Boundary Redistricting

## HISTORY

This item is required by Education Code § 5019.5 and occurs every ten years. With the passage of Measure H on November 2, 2010, the District changed the method of election to "by Trustee area" requiring each member of the Board of Trustees to reside within, and be elected by, the voters living within that particular Trustee area or District. In 2012, the 2010 census was used to adjust Trustee area boundaries to balance the population evenly among each Trustee area.

## BACKGROUND INFORMATION

The U.S. census counts each resident of the country, where they live on April 1, every ten years ending in zero. In September 2021, the federal government released the results of the 2020 decennial census. The census data was also made available for the District. As populations shift, Trustee areas need to be evaluated and rebalanced every ten years using data from the U.S. census. Education Code $\S 5019.5$ describes the timeline of the process. This Trustee area analysis needs to be completed, revised, and established prior to March 1, 2022.

On November 3, 2021, Trustees adopted Resolution No. 2122-21, Establishing Criteria for Adjusting Trustee Area Boundaries which put in place the following criteria for adjusting Trustee area boundaries:

1. Each Trustee area shall contain a nearly equal number of inhabitants;
2. Trustee area borders shall be drawn in a manner that complies with the Federal Voting Rights Act;
3. Trustee areas shall consist of contiguous territory in as compact a form as possible;
4. Trustee area borders shall respect communities of interest as much as possible;
5. Trustee area borders shall follow visible natural and man-made geographical and topographical features as much as possible;
6. Trustee area borders shall follow municipal boundaries as much as possible;
7. Trustee area borders shall take into consideration the location of schools;
8. Trustee area borders shall take into consideration the school feeder pattern into high schools;
9. Trustee area borders shall take into consideration expected future population growth within each Trustee area over the next ten years.

On December 15, 2021, the Board held a public hearing and reviewed five draft plans titled Alpha, Bravo, Charlie, Delta and Echo. The Board decided to eliminate from further discussion draft Plan Alpha and draft Plan Bravo with instructions to make certain modifications to draft Plan Charlie, Plan Delta and Plan Echo.

## CURRENT CONSIDERATIONS

Attached for Trustee review are the following exhibits:

- Resolution No. 2122-21, Establishing Criteria for Adjusting Trustee Area Boundaries
- Redistricting Schedule - adopted November 3, 2021
- Current Trustee Area Map

Attached for Trustee consideration are the draft plans with the recommended modifications to draft Plan Charlie, Plan Delta, and Plan Echo:

- Modified Draft Plans

Trustees are asked to select a single draft plan to be refined and finalized for approval at the February 16, 2022 Board meeting. The redistricting is required to be established prior to March 1, 2022.

Note: The draft plans in the exhibit are not final. The plans are meant to provide various concepts for consideration. The maps are subject to minor changes in order to refine boundaries to follow streets or geographic features, eliminate any overlap and to ensure the total population in each area is within the allowable variance.

## FINANCIAL IMPLICATIONS

The financial impact associated with the Trustee area boundary redistricting process is estimated to be between $\$ 12,300$ and $\$ 18,000$.

## STAFF RECOMMENDATIONS

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 select one draft plan for Trustee area boundary redistricting for final approval at the February 16, 2022 Board meeting.

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

January 19, 2022
Presented By:

PowerSchool, LLC
DecisionInsite is now part of PowerSchool


Review of Criteria

Page 3 of 12



Current Trustee Areas
Page 4 of 12

$$
\begin{aligned}
& \text { Trustee Areas } 2 \text { and, to a lesser } \\
& \text { degree, } 5 \text { have excess } \\
& \text { population } \\
& \text { The remaining Trustee Areas } \\
& \text { need to be balanced }
\end{aligned}
$$




Refinements

- Hidden Hills MS moved to Area 6
- Balancing of Area 4
- Balancing between Areas 1 and 6
- Del Obispo ES is within Area 6
- Modifications to open wilderness area in
the East


Page 7 of 12
Êhharlie
Population

\[

\]

## 







# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> San Juan Capistrano, California 

RESOLUTION NO. 2122-21

## ESTABLISHING CRITERIA FOR ADJUSTING TRUSTEE AREA BOUNDARIES

WHEREAS, the voters of the District adopted Measure H at an election on November 2, 2010; and

WHEREAS, Measure H altered the way Trustees of the District are elected to "by-trustee area" election where each Trustee must reside within the designated Trustee area boundary and is elected only by the voters in that Trustee areas; and

WHEREAS, pursuant to Measure H, the District now employs a by-trustee area election method with Trustee areas redrawn based on the 2010 census to balance inhabitants in each Trustee area; and

WHEREAS, Education Code § 5019.5 requires school districts employing by-trustee area election method to adjust the boundaries of Trustee areas following the decennial federal census; and

WHEREAS, the District has undertaken a study of its Trustee areas using 2020 federal census data in order to ensure compliance with state and federal voting law; and

WHEREAS, the Federal Voting Rights Act (42 U.S.C. § 1973) prohibits the use of any voting qualification, or prerequisite to voting, or standard, practice, or procedure, in a manner which results in a denial or abridgement of the right of any citizen of the United States to vote on account of race or color; and

WHEREAS, federal law and the Equal Protection Clause require that each Trustee area be equal in population to ensure compliance with the "one person, one vote" rule; however, deviations (less than five percent [5\%] greater than or less than the ideal, for a total of ten percent [10\%] deviation) are presumptively constitutional under the Equal Protection Clause where required to meet an official criteria; and

WHEREAS, the population changes in each Trustee area, comparing the 2010 to the 2020 census, meets the thresholds necessitating an adjustment; and

WHEREAS, the Board of Trustees has instructed PowerSchool, its demographer, and District staff to prepare maps using 2020 census data that adjust the Trustee areas to create Trustee areas as nearly equal as possible to ensure the lawfulness of the District's election procedures, but wishes to provide official criteria for any needed deviations;

BE IT RESOLVED the Board of Trustees of Capistrano Unified School District hereby adopts the following criteria to guide the establishment of Trustee areas for the Board of Trustees:

1. Each Trustee area shall contain a nearly equal number of inhabitants;
2. Trustee area borders shall be drawn in a manner that complies with the Federal Voting Rights Act;
3. Trustee areas shall consist of contiguous territory in as compact a form as possible;
4. Trustee area borders shall respect communities of interest as much as possible;
5. Trustee area borders shall follow visible natural and man-made geographical and topographical features as much as possible;
6. Trustee area borders shall follow municipal boundaries as much as possible;
7. Trustee area borders shall take into consideration the location of schools;
8. Trustee area borders shall take into consideration the school feeder pattern into high schools;
9. Trustee area borders shall take into consideration expected future population growth within each Trustee area over the next ten years;

BE IT FURTHER RESOLVED the Superintendent or designee shall be authorized to take any additional acts needed to effectuate the purpose and intent of this Resolution.

AYES: (7)
NOES (0)
ABSENT (0)
ABSTAIN (0)
I, Kirsten Vital Brulte, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting thereof on the $3^{\text {rd }}$ day of November, 2021, by a roll call vote of said Board.

IN WITNESS THEREOF, I have hereunto set my hand and seal this $3^{\text {rd }}$ day of November, 2021.


Superintendent
Secretary of the Board of Trustees

## Capistrano Unified School District <br> Redistricting Schedule <br> November 3, 2021

Completion Deadline: March 1, 2022

| Meeting Date | Deliverables | Action Items |
| :---: | :---: | :---: |
| $11 / 3 / 2021$ | Criteria Resolution 2122-21 <br> Demographics of existing trustee <br> areas | Adopt criteria Resolution 2122-21 <br> Introduction to process \& rules <br> Presentation on schedule direction on number of <br> map options for consideration |
| $12 / 15 / 2021$ | Draft Plans | Public Hearing on Draft Plans <br> Direction to demographer for <br> possible revisions |
| $1 / 19 / 2022$ | Revised Draft Plan(s) | Review plans and provide <br> direction on any desired plan <br> revisions to be prepared for final <br> adoption |
| $2 / 16 / 2022$ | materials for final adoption | Final Adoption |



## CURRENT



## CHARLIE



## DELTA



## ECHO

## CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California
January 19, 2022

## GOVERNOR'S JANUARY BUDGET PROPOSAL FOR FISCAL YEAR 2022-2023

There is no exhibit for this item.

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees<br>From: Clark Hampton, Deputy Superintendent, Business and Support Services<br>Prepared by: Philippa Townsend, Assistant Superintendent, Fiscal Services<br>Date: January 19, 2022<br>Board Item: Presentation and Receipt of the District and Community Facilities Districts Annual Financial Reports for the Fiscal Year Ending June 30, 2021

## BACKGROUND INFORMATION

This is an annual item. State law requires each school district in California have an annual audit conducted by a state-certified independent auditor. The audit is conducted according to generally accepted auditing standards, specific guidelines and procedures set by the State Controller's office. This audit, when completed, is to be presented to Trustees at a public meeting.

Under state law, annual fiscal audits are neither accepted nor rejected by a board, but merely received by the district. For record keeping purposes, the Board of Trustees has annually adopted a motion indicating recognition of receipt of the District and Community Facilities Districts (CFDs) annual audit reports.

## CURRENT CONSIDERATION

This item pertains to the presentation of the 2020-2021 fiscal year District and CFDs Annual Financial Reports to the Board of Trustees. The Annual Financial Reports for the fiscal year ending June 30, 2021 were completed by the firm Nigro and Nigro, PC, Certified Public Accountants.

The audit firm is required to make any recommendations regarding state and federal compliance issues as well as items appropriate for improving the fiscal or internal controls of the District. The 2020-2021 fiscal year Annual Financial Reports contains one relatively minor finding and research is being done to address this issue.

The auditor also provides letters to District management presenting items observed during the audit process where improvements could be made to internal controls and operational efficiencies. The letter of the District audit report lists observations found in the area of Associated Student Body accounts. Business Services and Education Services staff members, as appropriate, are working with school sites and relevant District departments to ensure any necessary improvements are made.

## FINANCIAL IMPLICATIONS

There is no financial impact to this item.

## STAFF RECOMMENDATION

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, who will introduce a partner from the audit firm Nigro and Nigro, PC, to present a summary of the audit reports for the year ending June 30, 2021.

Following discussion, it is recommended the Board of Trustees receive the District and Community Facilities Districts Annual Financial Reports for the District for the fiscal year ending June 30, 2021.

PREPARED BY: Philippa Townsend, Assistant Superintendent, Fiscal Services
APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

# CAPISTRANO UNIFIED SCHOOL DISTRICT ORANGE COUNTY 

## AUDIT REPORT

For the Fiscal Year Ended
June 30, 2021


NTMTROQNTROC

## CAPISTRANO UNIFIED SCHOOL DISTRICT

For the Fiscal Year Ended June 30, 2021
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## CAPISTRANO UNIFIED SCHOOL DISTRICT

For the Fiscal Year Ended June 30, 2021
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## Financial Section

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## INDEPENDENT AUDITORS' REPORT

Board of Trustees<br>Capistrano Unified School District<br>San Juan Capistrano, California

## Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Capistrano Unified School District, as of and for the fiscal year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

## Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

## Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the 2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Capistrano Unified School District, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

## Change in Accounting Principle

As discussed in Note 1 to the financial statements, the District has implemented the provisions of GASB Statement No. 84, Fiduciary Activities. Accordingly, the beginning net position on the Statement of Activities and the beginning fund balance on the Statement of Revenues, Expenditures, and Changes in Fund Balances have been restated to adopt this standard. Our opinion is not modified with respect to this matter.

## Other Matters

## Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of proportionate share of the net pension liability, schedule of pension contributions, schedule of changes in the District's total OPEB liability and related ratios, schedule of the District's proportionate share of the net OPEB liability-MPP Program, and the notes to the required supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and is also not a required part of the basic financial statements. The supplementary information on pages 71 to 73 and the schedule of expenditures of federal awards on page 75 are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole. The information on pages 70 and 74 has not been subjected to the auditing procedures applied in the audit of the basic financial statements and accordingly, we do not express an opinion or provide any assurance on it.

## Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated November 30, 2021, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.


Murrieta, California
November 30, 2021

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2021

This discussion and analysis of Capistrano Unified School District's financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2021. Please read it in conjunction with the District's financial statements, which immediately follow this section.

## FINANCIAL HIGHLIGHTS

- The District's financial status increased overall as a result of this year's operations. Net position of governmental activities increased by $\$ 14.0$ million, or $4.5 \%$.
- Governmental expenses were about $\$ 628.7$ million. Revenues were about $\$ 642.8$ million.
- The District acquired over $\$ 24.3$ million in new capital assets during the year.
- The District increased its outstanding long-term debt other than pensions by $\$ 4.1$ million. This was primarily due to increased OPEB liabilities.
- Governmental funds increased by $\$ 29.6$ million, or $21.5 \%$.
- Reserves for the General Fund increased by $\$ 3.8$ million or $7.6 \%$. Revenues were $\$ 552.8$ million and expenditures and other financing uses were $\$ 537.8$ million.


## OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts - management discussion and analysis (this section), the basic financial statements, and required supplementary information. The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are district-wide financial statements that provide both short-term and long-term information about the District's overall financial status.
- The remaining statements are fund financial statements that focus on individual parts of the District, reporting the District's operations in more detail than the district-wide statements.
- The governmental funds statements tell how basic services like regular and special education were financed in the short term as well as what remains for future spending.
- Short and long-term financial information about the activities of the District that operate like businesses (self-insurance funds) are provided in the proprietary funds statements.
- Fiduciary funds statement provides information about the financial relationships in which the District acts solely as a trustee or custodian for the benefit of others to whom the resources belong.

The financial statements also include notes that explain some of the information in the statements and provide more detailed data. Figure A-1 shows how the various parts of this annual report are arranged and related to one another.

Figure A-1. Organization of Capistrano Unified School District's Annual Financial Report


## OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

The remainder of this overview section of management's discussion and analysis highlights the structure and contents of each of the statements.

## District-Wide Statements

The District-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The Statement of Net Position includes all of the District's assets and liabilities. All of the current year's revenues and expenses are accounted for in the Statement of Activities regardless of when cash is received or paid.

The two District-wide statements report the District's net position and how it has changed. Net position - the difference between the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources - is one way to measure the District's financial health, or position.

- Over time, increases and decreases in the District's net position are an indicator of whether its financial position is improving or deteriorating, respectively.
- To assess the overall health of the District, you need to consider additional nonfinancial factors such as changes in the District's demographics and the condition of school buildings and other facilities.
- In the District-wide financial statements, the District's activities are categorized as Governmental Activities. Most of the District's basic services are included here, such as regular and special education, transportation, and administration. Property taxes and state aid finance most of these activities.


## Fund Financial Statements

The fund financial statements provide more detailed information about the District's most significant funds - not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs:

- Some funds are required by State law and by bond covenants.
- The District establishes other funds to control and manage money for particular purposes (like repaying its longterm debt) or to show that is properly using certain revenues.

The District has three kinds of funds:

1) Governmental funds - Most of the District's basic services are included in governmental funds, which generally focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the district-wide statements, we provide additional information on a separate reconciliation page that explains the relationship (or differences) between them.

## OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

## Fund Financial Statements (continued)

2) Proprietary funds - When the District charges other District funds for the services it provides, these services are reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and Statement of Activities. In fact, the District's internal service fund is included within the governmental activities reported in the District-wide statements but provide more detail and additional information, such as cash flows. The District uses the internal service fund to report activities that relate to the District's self-insured programs for workers' compensation claims, health and welfare benefits, and property and liability claims.
3) Fiduciary funds - Fiduciary funds are used to account for resources held for the benefit of parties outside the District. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District's own programs. The District's fiduciary funds include CFD custodial funds. The accounting used for fiduciary funds is much like that used for proprietary funds.

## FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Net Position. The District's combined net position was higher on June 30, 2021, than it was the year before increasing $4.5 \%$ to $\$ 327.2$ million (See Table A-1).

Table A-1: Statement of Net Position

|  | Governmental Activities |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2021 |  | 2020* |  | Net Change |  |
| Assets |  |  |  |  |  |  |
| Current assets | \$ | 233,700,534 | \$ | 191,542,603 | \$ | 42,157,931 |
| Capital assets |  | 788,943,232 |  | 785,788,302 |  | 3,154,930 |
| Total assets |  | 1,022,643,766 |  | 977,330,905 |  | 45,312,861 |
| Deferred outflows of resources |  | 145,194,783 |  | 130,304,596 |  | 14,890,187 |
| Liabilities |  |  |  |  |  |  |
| Current liabilities |  | 38,470,692 |  | 28,752,836 |  | 9,717,856 |
| Long-term liabilities |  | 201,754,892 |  | 197,605,092 |  | 4,149,800 |
| Net pension liability |  | 546,464,500 |  | 500,334,962 |  | 46,129,538 |
| Total liabilities |  | 786,690,084 |  | 726,692,890 |  | 59,997,194 |
| Deferred inflows of resources |  | 53,952,381 |  | 67,790,273 |  | (13,837,892) |
| Net position |  |  |  |  |  |  |
| Net investment in capital assets |  | 745,605,771 |  | 738,490,793 |  | 7,114,978 |
| Restricted |  | 114,267,237 |  | 72,689,406 |  | 41,577,831 |
| Unrestricted |  | $(532,676,924)$ |  | $(498,027,861)$ |  | $(34,649,063)$ |
| Total net position | \$ | 327,196,084 | \$ | 313,152,338 | \$ | $\underline{14,043,746}$ |

* As restated


## CAPISTRANO UNIFIED SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2021

## FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE (continued)

Changes in net position, governmental activities. The District's total revenues increased $21.8 \%$ to $\$ 642.8$ million (See Table A-2). The increase is due primarily to increased Federal and State operating grants.

The total cost of all programs and services increased $12.6 \%$ to $\$ 628.7$ million. The District's expenses are predominantly related to educating and caring for students, $79.3 \%$. The purely administrative activities of the District accounted for just $4.6 \%$ of total costs. A significant contributor to the increase in costs was increased spending from Federal and State operating grants.

Table A-2: Statement of Activities

|  | Governmental Activities |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2021 |  | 2020 |  | Net Change |  |
| Revenues |  |  |  |  |  |  |
| Program Revenues: |  |  |  |  |  |  |
| Charges for services | \$ | 9,515,638 | \$ | 6,028,185 | \$ | 3,487,453 |
| Operating grants and contributions |  | 125,348,887 |  | 68,465,399 |  | 56,883,488 |
| Capital grants and contributions |  | 59,715,938 |  | - |  | 59,715,938 |
| General Revenues: |  |  |  |  |  |  |
| Property taxes |  | 388,377,297 |  | 370,192,741 |  | 18,184,556 |
| Federal and state aid not restricted |  | 43,984,569 |  | 69,833,953 |  | $(25,849,384)$ |
| Other general revenues |  | 15,828,878 |  | 13,328,728 |  | 2,500,150 |
| Total Revenues |  | 642,771,207 |  | 527,849,006 |  | 114,922,201 |
| Expenses |  |  |  |  |  |  |
| Instruction-related |  | 440,222,804 |  | 416,422,505 |  | 23,800,299 |
| Pupil services |  | 58,334,220 |  | 58,841,341 |  | $(507,121)$ |
| Administration |  | 28,754,438 |  | 26,822,464 |  | 1,931,974 |
| Plant services |  | 52,114,501 |  | 44,462,858 |  | 7,651,643 |
| All other activities |  | 49,301,498 |  | 12,020,148 |  | 37,281,350 |
| Total Expenses |  | 628,727,461 |  | 558,569,316 |  | 70,158,145 |
| Increase (decrease) in net position | \$ | 14,043,746 | \$ | (30,720,310) | \$ | 44,764,056 |
| Total Net Position | \$ | 327,196,084 | \$ | 313,152,338 |  |  |

## FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The financial performance of the District as a whole is reflected in its governmental funds as well. As the District completed this year, its governmental funds reported a combined fund balance of $\$ 167.0$ million, which is above last year's ending fund balance of $\$ 137.4$ million. The primary cause of the increased fund balance is the receipt of $\$ 59.6$ million in State Facilities Program Funding.

Table A-3: The District's Fund Balances

|  | Fund Balances |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | July 1, 2020* |  | Revenues |  | Expenditures |  | Other Sources and (Uses) |  | June 30, 2021 |  |
| Fund |  |  |  |  |  |  |  |  |  |  |
| General Fund | \$ | 82,173,048 | \$ | 552,779,293 | \$ | 536,383,979 | \$ | $(1,369,571)$ | \$ | 97,198,791 |
| Student Activities Special Revenue Fund |  | 5,027,436 |  | 7,329,180 |  | 7,352,759 |  | - |  | 5,003,857 |
| Child Development Fund |  | 478,471 |  | 4,527,586 |  | 4,534,201 |  | - |  | 471,856 |
| Cafeteria Fund |  | 1,600,235 |  | 11,607,962 |  | 10,731,791 |  | - |  | 2,476,406 |
| Deferred Maintenance Fund |  | 1,569,344 |  | 3,009,528 |  | 2,485,543 |  | - |  | 2,093,329 |
| Special Reserve Fund (Postemployment Benefits) |  | 84,180 |  | 652 |  | - |  | - |  | 84,832 |
| Capital Facilities Fund |  | 5,068,398 |  | 1,309,199 |  | 2,408,033 |  | 278,733 |  | 4,248,297 |
| County School Facilities Fund |  | - |  | 59,715,937 |  | 35,346,912 |  | - |  | 24,369,025 |
| Special Reserve Fund (Capital Outlay) |  | 26,676,821 |  | 3,776,644 |  | 18,236,547 |  | 1,346,211 |  | 13,563,129 |
| Capital Projects Fund for Blended |  |  |  |  |  |  |  |  |  |  |
| Component Units |  | 9,743,404 |  | 1,574,786 |  | 7,786,469 |  | 8,704,337 |  | 12,236,058 |
| Bond Interest and Redemption Fund |  | 4,948,174 |  | 5,437,931 |  | 5,168,955 |  | - |  | 5,217,150 |
|  | \$ | 137,369,511 | \$ | 651,068,698 | \$ | 630,435,189 | \$ | 8,959,710 | \$ | 166,962,730 |

* As restated


## General Fund Budgetary Highlights

Over the course of the year, the District revised the annual operating budget several times. The major budget amendments fall into these categories:

- Revenues - increased by $\$ 123.9$ million primarily to reflect federal and state budget actions.
- Salaries and benefits costs - increased $\$ 7.8$ million to reflect revised cost estimates.
- Other non-personnel expenses - increased $\$ 8.4$ million to revise operational cost estimates.

While the District's final budget for the General Fund anticipated that revenues would exceed expenditures by about $\$ 47.1$ million, the actual results for the year show that revenues exceeded expenditures by roughly $\$ 16.4$ million. Actual revenues were $\$ 45.4$ million less than anticipated, and expenditures were $\$ 14.7$ million less than budgeted.

## CAPITAL ASSET AND DEBT ADMINISTRATION

## Capital Assets

By the end of 2020-21 the District had acquired $\$ 24.3$ million in new capital assets, related to land, construction in progress, site improvements, and equipment purchases. (More detailed information about capital assets can be found in Note 6 to the financial statements). Total depreciation expense for the year was $\$ 21.1$ million.

Table A-4: Capital Assets at Year End, Net of Depreciation

|  | Governmental Activities |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2021 |  | 2020* |  | Net Change |  |
| Land | \$ | 321,438,330 | \$ | 320,638,330 | \$ | 800,000 |
| Improvement of sites |  | 12,763,318 |  | 14,799,237 |  | $(2,035,919)$ |
| Buildings |  | 356,277,055 |  | 361,165,675 |  | $(4,888,620)$ |
| Equipment |  | 10,709,387 |  | 9,671,098 |  | 1,038,289 |
| Construction in progress |  | 87,755,142 |  | 79,513,962 |  | 8,241,180 |
| Total | \$ | 788,943,232 | \$ | 785,788,302 | \$ | 3,154,930 |

## Long-Term Debt

At year-end the District had $\$ 201.7$ million in long-term liabilities other than pensions - an increase of $2.1 \%$ from last year - as shown in Table A-5. (More detailed information about the District's long-term liabilities is presented in Note 7 to the financial statements).

Table A-5: Outstanding Long-Term Debt at Year-End

Governmental Activities
General obligation bonds
Certificates of participation
Capital lease obligations
Compensated absences
Supplemental early retirement plan
Claims liability
Other postemployment benefits
Total

| 2021 |  | 2020 |  | Net Change |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| \$ | 25,814,356 | \$ | 30,016,038 | \$ | $(4,201,682)$ |
|  | 25,257,701 |  | 27,129,407 |  | $(1,871,706)$ |
|  | 673,107 |  | 773,087 |  | $(99,980)$ |
|  | 4,940,381 |  | 4,352,134 |  | 588,247 |
|  | 6,477,097 |  | 9,715,646 |  | $(3,238,549)$ |
|  | 18,424,647 |  | 15,335,373 |  | 3,089,274 |
|  | 120,167,603 |  | 110,283,407 |  | 9,884,196 |
| \$ | 201,754,892 | \$ | 197,605,092 | \$ | 4,149,800 |

Net pension liability increased during the year by $\$ 46.1$ million.

# CAPISTRANO UNIFIED SCHOOL DISTRICT 

Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2021

## FACTORS BEARING ON THE DISTRICT'S FUTURE

The State Legislature Passed a Final Budget Package on June 28, 2021. The final budget package largely reflected the Legislature's approach on State Appropriations Limit (SAL)-related choices and choices to use funding from the American Rescue Plan (ARP) to offset General Fund costs. The budget package assumes that 2021-22 will end with nearly $\$ 21$ billion in total reserves. This consists of: (1) $\$ 15.8$ billion in the Budget Stabilization Account (BSA), (2) $\$ 4$ billion in Special Fund for Economic Uncertainties, and (3) $\$ 900$ million in the Safety Net Reserve, which is available for spending on the state's safety net programs, like Medi-Cal. In addition, the Proposition 98 Reserve (dedicated to school and community college spending) would reach $\$ 4.5$ billion under the spending plan.

## Budget Also Commits \$27 Billion in ARP Fiscal Relief Funds

The ARP included $\$ 350$ billion in flexible funding to state and local governments for fiscal recovery in the Coronavirus State Fiscal Recovery Fund. Of this total, California's state government received about $\$ 27$ billion. The state has until December 31, 2024 to use the funds for any of the following purposes: (1) to respond to the public health emergency or negative economic impacts associated with the emergency; (2) to support essential work; (3) to backfill a reduction in total revenues that have occurred relative to the pre-pandemic trajectory; or (4) for water, sewer, or broadband infrastructure.

## Significant Increase in School and Community College Funding

Proposition 98 (1988) established the minimum annual funding level for schools and community colleges. This funding requirement depends upon various formulas that adjust for several factors, including changes in state General Fund revenue. For 2020-21, the minimum requirement is up $\$ 22.5$ billion ( 31.8 percent) compared with the estimates made in June 2020. This increase represents the largest upward revision since the passage of Proposition 98 and is due to higher General Fund revenue estimates. For 2021-22, the minimum requirement increases by an additional $\$ 309$ million ( 0.3 percent) relative to the revised 2020-21 level.

## Makes Required Reserve Deposit, Pays Down Deferrals, and Funds New Programs

When the minimum funding requirement is growing quickly, the Constitution requires the state to deposit some of the available funding into a statewide reserve account for schools and community colleges. Under the June 2021 budget plan, the total required deposit is $\$ 4.5$ billion- $\$ 1.9$ billion in $2020-21$ and $\$ 2.6$ billion in 2021-22. The largest discretionary allocation of Proposition 98 funding is $\$ 12.5$ billion to pay down the deferrals the state adopted as part of the June 2020 budget plan. Beginning in 2021-22, schools and community colleges will receive all of their funding according to the regular monthly payment schedule. The budget allocates the remaining funds for significant one-time and ongoing program increases. For schools, these augmentations focus on providing academic support for disadvantaged students, reopening schools and addressing learning loss, enhancing the education workforce, and implementing new curriculum or instructional practices in certain subjects. The community college augmentations focus on increasing the number of full-time faculty, addressing deferred maintenance at campus facilities, and funding basic student needs (including mental health services). The budget also provides a 5.07 percent baseline increase for the primary school and community college funding formulas.

Eliminates Supplemental Payments but Establishes Multiyear Plan to Fund Universal Transitional Kindergarten
Trailer legislation adopted in June 2020 would have required the state to make payments to schools and community colleges on top of the minimum funding requirement beginning in 2021-22. These supplemental payments were intended to accelerate the recovery of school funding from the decline the state anticipated last June. In recognition of the significant revenue increases (and ensuing increases in the guarantee) that have occurred since that time, the June 2021 budget plan repeals these payments. The budget, however, makes another commitment that will increase funding for schools-above the existing minimum requirement - on an ongoing basis. Specifically, it establishes a

## FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

## Eliminates Supplemental Payments but Establishes Multiyear Plan to Fund Universal Transitional Kindergarten (continued)

plan to make all four-year olds eligible for Transitional Kindergarten by 2025-26. (Currently, only children born between September 2 and December 2 are eligible.) The Legislature and the Governor have reached an agreement to cover the associated costs-approximately $\$ 2.7$ billion at full implementation-by adjusting the Proposition 98 formulas to increase the share of General Fund revenue allocated to schools.

Meanwhile, the new Delta variant continues to wreak havoc on school re-openings throughout California, as infection rates are on the rise. Complicating matters more is the new requirement that quarantined students no longer have the option of distance learning, but must instead be enrolled in independent study. All independent study programs have to demonstrate satisfactory educational progress, provide a plan for synchronous instruction, reflect grade-level standards, develop procedures for re-engaging students who are having trouble participating and provide a plan to transition students back to in-person instruction when their families wish to do so. The trailer bill language also addressed communication with students and families, the requirements of written independent study agreements and resources that must be provided to students. Districts can seek a waiver but only if certain conditions are met.

All of these factors were considered in preparing the Capistrano Unified School District budget for the 2021-22 fiscal year.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact those listed below at Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675:

Clark Hampton, Deputy Superintendent, Business and Support Services, 949-234-9211, cdhampton@ capousd.org and Philippa Townsend, Assistant Superintendent, Fiscal Services, 949-234-9316, pktownsend@ capousd.org.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

|  | Governmental Activities |  |
| :---: | :---: | :---: |
| ASSETS |  |  |
| Deposits and investments | \$ | 182,890,117 |
| Accounts receivable |  | 50,138,062 |
| Prepaid expenses |  | 302,195 |
| Inventories |  | 370,160 |
| Capital assets: |  |  |
| Non-depreciable capital assets |  | 409,193,472 |
| Depreciable capital assets |  | 818,578,745 |
| Less accumulated depreciation |  | $(438,828,985)$ |
| Total assets |  | 1,022,643,766 |
| DEFERRED OUTFLOWS OF RESOURCES |  |  |
| Deferred amounts on refunding |  | 448,230 |
| Deferred outflows related to OPEB |  | 4,428,248 |
| Deferred outflows related to pensions |  | 140,318,305 |
| Total deferred outflows of resources |  | 145,194,783 |
| LIABILITIES |  |  |
| Accounts payable |  | 32,131,394 |
| Unearned revenue |  | 6,339,298 |
| Long-term liabilities other than pensions: |  |  |
| Portion due or payable within one year |  | 10,364,992 |
| Portion due or payable after one year |  | 191,389,900 |
| Net pension liability |  | 546,464,500 |
| Total liabilities |  | 786,690,084 |
| DEFERRED INFLOWS OF RESOURCES |  |  |
| Deferred inflows related to OPEB |  | 5,618,061 |
| Deferred inflows related to pensions |  | 48,334,320 |
| Total deferred inflows of resources |  | 53,952,381 |
| NET POSITION |  |  |
| Net investment in capital assets |  | 745,605,771 |
| Restricted for: |  |  |
| Capital projects |  | 52,302,576 |
| Debt service |  | 5,217,150 |
| Student body activities |  | 5,003,857 |
| Self-insurance programs |  | 10,106,363 |
| Categorical programs |  | 41,637,291 |
| Unrestricted |  | $(532,676,924)$ |
| Total net position | \$ | 327,196,084 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Statement of Activities
For the Fiscal Year Ended June 30, 2021

| Functions/Programs | Expenses |  | Program Revenues |  |  |  |  |  | Net Revenue <br> (Expense) and <br> Changes in Net <br> Position <br> Governmental <br> Activities |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Charges for Services |  | Operating <br> Grants and <br> Contributions |  | Capital Grants and Contributions |  |  |  |
| Governmental Activities: |  |  |  |  |  |  |  |  |  |  |
| Instruction | \$ | 370,797,855 | \$ | 44,153 | \$ | 80,726,539 | \$ | 59,715,938 | \$ | $(230,311,225)$ |
| Instruction-Related Services: |  |  |  |  |  |  |  |  |  |  |
| Supervision of instruction |  | 29,942,883 |  | 7,363,081 |  | 15,284,136 |  | - |  | $(7,295,666)$ |
| Instructional library, media and technology |  | 1,740,870 |  | - |  | 118,802 |  | - |  | $(1,622,068)$ |
| School site administration |  | 37,741,196 |  | 11,304 |  | 2,544,968 |  | - |  | $(35,184,924)$ |
| Pupil Support Services: |  |  |  |  |  |  |  |  |  |  |
| Home-to-school transportation |  | 11,770,628 |  | 1,614 |  | 1,280,410 |  | - |  | $(10,488,604)$ |
| Food services |  | 10,913,881 |  | 153,073 |  | 11,133,766 |  | - |  | 372,958 |
| All other pupil services |  | 35,649,711 |  | 1,398 |  | 6,885,652 |  | - |  | $(28,762,661)$ |
| General Administration Services: |  |  |  |  |  |  |  |  |  |  |
| Data processing services |  | 9,566,424 |  | 17,881 |  | 66,725 |  | - |  | $(9,481,818)$ |
| Other general administration |  | 19,188,014 |  | 43,200 |  | 3,496,631 |  | - |  | $(15,648,183)$ |
| Plant services |  | 52,114,501 |  | 1,391,635 |  | 1,510,585 |  | - |  | $(49,212,281)$ |
| Ancillary services |  | 590,257 |  | - |  | $(74,914)$ |  | - |  | $(665,171)$ |
| Community services |  | 12,000 |  | - |  | - |  | - |  | $(12,000)$ |
| Enterprise activities |  | 3,611,173 |  | - |  | - |  | - |  | $(3,611,173)$ |
| Interest on long-term debt |  | 1,867,763 |  | - |  | - |  | - |  | $(1,867,763)$ |
| Other outgo $\begin{aligned} & \\ & \\ & \text { Total Governmental Activities }\end{aligned}$ |  | 43,220,305 |  | 488,299 |  | 2,375,587 |  | - |  | $(40,356,419)$ |
|  | \$ | 628,727,461 | \$ | 9,515,638 | \$ | 125,348,887 | \$ | 59,715,938 |  | $(434,146,998)$ |
|  |  |  | General Revenues: |  |  |  |  |  |  |  |
|  |  |  | Property taxes |  |  |  |  |  |  | 388,377,297 |
|  |  |  | Federal and state aid not restricted to specific purpose |  |  |  |  |  |  | 43,984,569 |
|  |  |  | Interest and investment earnings |  |  |  |  |  |  | 1,192,563 |
|  |  |  | Interagency revenues |  |  |  |  |  |  | 1,672,796 |
|  |  |  | Miscellaneous |  |  |  |  |  |  | 12,963,519 |
|  |  |  | Subtotal general revenues |  |  |  |  |  |  | 448,190,744 |
|  |  |  | Change in net position |  |  |  |  |  |  | 14,043,746 |
|  |  |  | Net position - July 1, 2020, as originally stated |  |  |  |  |  |  | 313,715,920 |
|  |  |  | Adjustments for restatements (Note 12) |  |  |  |  |  |  | $(563,582)$ |
|  |  |  | Net position - July 1, 2020, as restated |  |  |  |  |  |  | 313,152,338 |
|  |  |  | Net position - June 30, 2021 |  |  |  |  |  | \$ | 327,196,084 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> Balance Sheet - Governmental Funds <br> June 30, 2021 

|  | General Fund |  | County School Facilities Fund |  | Non-Major Governmental Funds |  | Total Governmental <br> Funds |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ASSETS |  |  |  |  |  |  |  |  |
| Deposits and investments | \$ | 85,983,132 | \$ | 24,369,025 | \$ | 44,718,971 | \$ | 155,071,128 |
| Accounts receivable |  | 45,668,999 |  | - |  | 3,618,603 |  | 49,287,602 |
| Due from other funds |  | 265,462 |  | - |  | - |  | 265,462 |
| Stores inventories |  | 115,248 |  | - |  | 254,912 |  | 370,160 |
| Prepaid expenditures |  | 302,195 |  | - |  | - |  | 302,195 |
| Total Assets | \$ | 132,335,036 | \$ | 24,369,025 | \$ | 48,592,486 | \$ | 205,296,547 |

## LIABILITIES AND FUND BALANCES

Liabilities

| Accounts payable | \$ | 27,590,453 | \$ | - | \$ | 3,937,786 | \$ | 31,528,239 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Due to other funds |  | 198,139 |  |  |  | 268,141 |  | 466,280 |
| Unearned revenue |  | 5,169,492 |  | - |  | 1,169,806 |  | 6,339,298 |
| Total Liabilities |  | 32,958,084 |  | - |  | 5,375,733 |  | 38,333,817 |
| Fund Balances |  |  |  |  |  |  |  |  |
| Nonspendable |  | 592,443 |  | - |  | 267,662 |  | 860,105 |
| Restricted |  | 24,955,036 |  | 24,369,025 |  | 40,835,158 |  | 90,159,219 |
| Assigned |  | 19,358,705 |  | - |  | 2,113,933 |  | 21,472,638 |
| Unassigned |  | 54,470,768 |  | - |  | - |  | 54,470,768 |
| Total Fund Balances |  | 99,376,952 |  | 24,369,025 |  | 43,216,753 |  | 166,962,730 |
| Total Liabilities and Fund Balances | \$ | 132,335,036 | \$ | 24,369,025 | \$ | 48,592,486 | \$ | 205,296,547 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position June 30, 2021

## Total fund balances - governmental funds

\$ 166,962,730
In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets and accumulated depreciation.

| Capital assets at historical cost: | $1,227,772,217$ |
| :--- | ---: |
| Accumulated depreciation: | $(438,828,985)$ |

In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatured interest owing at the end of the period was:

Deferred amounts on refunding represent amounts paid to an escrow agent in excess of the outstanding debt at the time of the payment for refunded bonds which have been defeased. In the government-wide statements it is recognized as a deferred outflow. The remaining deferred amounts on refunding at the end of the period were:

In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:

| General obligation bonds payable | $25,814,356$ |
| :--- | ---: |
| Certificates of participation payable | $25,257,701$ |
| Capital leases payable | 673,107 |
| Compensated absences payable | $4,940,381$ |
| Supplemental early retirement plan | $6,477,097$ |
| Other postemployment benefits | $120,167,603$ |

The net pension liability is not due and payable in the current reporting period, and therefore is not reported as a liability in the fund financial statements.

In governmental funds, deferred outflows and inflows of resources relating to OPEB are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to OPEB are reported. Deferred outflows and inflows relating to OPEB for the period were:

| Deferred outflows of resources | $4,428,248$ |
| :--- | :---: |
| Deferred inflows of resources | $(5,618,061)$ |

In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported. Deferred inflows and

| Deferred outflows of resources | $140,318,305$ |
| :--- | :--- |
| Deferred inflows of resources | $(48,334,320)$ |
|  |  |

$(1,189,813)$

| Deferred outflows of resources | $\begin{array}{r}140,318,305 \\ (48,334,320) \\ \text { Deferred inflows of resources } \\ \text { Total }\end{array}$ |
| :---: | :---: |

Internal service funds are used to conduct certain activities for which costs are charged to other funds on a full cost-recovery basis. Because internal service funds are presumed to operate for the benefit of governmental activities, assets and liabilities of internal service funds are reported with governmental activities in the statement of net position. Net position for internal service funds is:

|  | $10,106,363$ |
| :--- | ---: |
| $\$ \quad 327,196,084$ |  |

The notes to financial statements are an integral part of this statement.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds For the Fiscal Year Ended June 30, 2021

|  | General <br> Fund |  | County School <br> Facilities Fund |  | Non-Major Governmental Funds |  | Total Governmental Funds |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| REVENUES |  |  |  |  |  |  |  |  |
| LCFF sources | \$ | 412,912,093 | \$ | - | \$ | - | \$ | 412,912,093 |
| Federal sources |  | 35,407,093 |  | - |  | 10,716,408 |  | 46,123,501 |
| Other state sources |  | 99,482,412 |  | 59,595,508 |  | 3,929,861 |  | 163,007,781 |
| Other local sources |  | 7,987,875 |  | 120,429 |  | 20,917,019 |  | 29,025,323 |
| Total Revenues |  | 555,789,473 |  | 59,715,937 |  | 35,563,288 |  | 651,068,698 |
| EXPENDITURES |  |  |  |  |  |  |  |  |
| Current: |  |  |  |  |  |  |  |  |
| Instruction |  | 347,939,873 |  | - |  | 2,988,575 |  | 350,928,448 |
| Instruction-Related Services: |  |  |  |  |  |  |  |  |
| Supervision of instruction |  | 21,679,817 |  | - |  | 891,930 |  | 22,571,747 |
| Instructional library, media and technology |  | 1,407,826 |  | - |  | - |  | 1,407,826 |
| School site administration |  | 37,098,324 |  | - |  | 331,668 |  | 37,429,992 |
| Pupil Support Services: |  |  |  |  |  |  |  |  |
| Home-to-school transportation |  | 11,616,905 |  | - |  | - |  | 11,616,905 |
| Food services |  | 382 |  | - |  | 10,438,310 |  | 10,438,692 |
| All other pupil services |  | 35,195,537 |  | - |  | 45,830 |  | 35,241,367 |
| Ancillary services |  | 3,762,107 |  | - |  | 7,352,759 |  | 11,114,866 |
| Community services |  | 12,000 |  | - |  | - |  | 12,000 |
| General Administration Services: |  |  |  |  |  |  |  |  |
| Data processing services |  | 9,699,193 |  | - |  | - |  | 9,699,193 |
| Other general administration |  | 16,171,497 |  | - |  | 1,412,128 |  | 17,583,625 |
| Transfers of indirect costs |  | $(509,679)$ |  | - |  | 509,679 |  | - |
| Plant services |  | 44,868,071 |  | - |  | 60,000 |  | 44,928,071 |
| Capital outlay |  | 2,193,142 |  | - |  | 23,534,989 |  | 25,728,131 |
| Intergovernmental transfers |  | 7,609,035 |  | 35,346,912 |  | 773,690 |  | 43,729,637 |
| Debt service: |  |  |  |  |  |  |  |  |
| Principal |  | 99,980 |  | - |  | 4,762,489 |  | 4,862,469 |
| Interest |  | 25,512 |  | - |  | 3,116,708 |  | 3,142,220 |
| Total Expenditures |  | 538,869,522 |  | 35,346,912 |  | 56,218,755 |  | 630,435,189 |
| Excess (Deficiency) of Revenues |  |  |  |  |  |  |  |  |
| Over (Under) Expenditures |  | 16,919,951 |  | 24,369,025 |  | $(20,655,467)$ |  | 20,633,509 |
| OTHER FINANCING SOURCES (USES) |  |  |  |  |  |  |  |  |
| Interfund transfers in |  | - |  | - |  | 1,369,571 |  | 1,369,571 |
| Interfund transfers out |  | $(1,369,571)$ |  | - |  | - |  | $(1,369,571)$ |
| Issuance of non-obligatory debt |  | - |  | - |  | 8,570,000 |  | 8,570,000 |
| All other financing sources |  | - |  | - |  | 389,710 |  | 389,710 |
| Total Other Financing Sources and Uses |  | $(1,369,571)$ |  | - |  | 10,329,281 |  | 8,959,710 |
| Net Change in Fund Balances |  | 15,550,380 |  | 24,369,025 |  | $(10,326,186)$ |  | 29,593,219 |
| Fund Balances, July 1, 2020, as originally stated |  | 83,826,572 |  | - |  | 48,515,503 |  | 132,342,075 |
| Adjustments for restatements (Note 12) |  | - |  | - |  | 5,027,436 |  | 5,027,436 |
| Fund Balances, July 1, 2020, as restated |  | 83,826,572 |  | - |  | 53,542,939 |  | 137,369,511 |
| Fund Balances, June 30, 2021 | \$ | 99,376,952 | \$ | 24,369,025 | \$ | 43,216,753 | \$ | 166,962,730 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities <br> For the Fiscal Year Ended June 30, 2021 

Total net change in fund balances - governmental funds
\$ 29,593,219

Amounts reported for governmental activities in the statement of activities are different because:

Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period was:

| Expenditures for capital outlay | $24,282,632$ |
| :--- | :---: |
| Depreciation expense | $(21,127,702)$ |

In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as a reduction of liabilities. Expenditures for repayment of the principal portion of long-term debt were:

Deferred amounts on refunding represent amounts paid to an escrow agent in excess of the outstanding debt at the time of the payment for refunded bonds which have been defeased. In governmental funds these charges are recognized as an expenditure. However, in the statement of activities these amounts are amortized over the shorter of the life of the refunded bonds or the refunding bonds. The difference between current year amounts and the current year amortization was:

In governmental funds, accreted interest on capital appreciation bonds is not recorded as an expenditure from current resources. In the government-wide statement of activities, however, this is recorded as interest expense for the period. Accreted interest additions less accreted interest paid during the year was:

In governmental funds, if debt is issued at a premium or at a discount, the premium or discount is recognized as an other financing source or an other financing use in the period it is incurred. In the government-wide statements, the premium or discount is amortized over the life of the debt. Amortization of premiums or discount for the period was:

In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period, was:

In the statement of activities, compensated absences are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually paid).

In the government-wide statements, expenses must be accrued in connection with any liabilities incurred during the period that are not expected to be liquidated with current financial resources, including early retirement incentives. This year, expenses incurred for such obligations were:

In government funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrualbasis pension costs and actual employer contributions was:

In government funds, OPEB costs are recognized when employer contributions are made. In the statement of activities, OPEB costs are recognized on the accrual basis. This year, the difference between accrual-bas is OPEB costs and actual employer contributions was:

The internal service fund is used by management to charge the cost of self-insurance activities. The net revenue (expense) of the internal service fund is reported with governmental activities.
$(420,127)$
Change in net position of governmental activities
4,043,746

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Statement of Net Position - Proprietary Fund
June 30, 2021

|  | GovernmentalActivitiesInternal ServiceFunds |  |
| :---: | :---: | :---: |
|  |  |  |
| ASSETS |  |  |
| Curret Assets |  |  |
| Deposits and investments | \$ | 27,818,989 |
| Accounts receivable |  | 850,460 |
| Due from other funds |  | 200,818 |
| Total Assets |  | 28,870,267 |
| LIABILITIES |  |  |
| Current Liabilities |  |  |
| Accrued liabilities |  | 339,257 |
| Non-Current Liabilities |  |  |
| Claims liability |  | 18,424,647 |
| Total Liabilities |  | 18,763,904 |
| NET POSITION |  |  |
| Restricted | \$ | 10,106,363 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Statement of Revenues, Expenses, and Changes in Fund Net Position - Proprietary Fund For the Fiscal Year Ended June 30, 2021

|  | Governmental Activities |  |
| :---: | :---: | :---: |
|  | Internal Service <br> Funds |  |
| OPERATING REVENUES |  |  |
| Charges to other funds | \$ | 70,615,816 |
| All other fees and contracts |  | 35,452 |
| Other local revenues |  | 380,739 |
| Total operating revenues |  | 71,032,007 |
| OPERATING EXPENSES |  |  |
| Salaries and benefits |  | 548,267 |
| Supplies and materials |  | 3,171 |
| Services and other operating expenses |  | 71,100,876 |
| Total operating expenses |  | 71,652,314 |
| Operating Income (Loss) |  | $(620,307)$ |
| NON-OPERATING REVENUES |  |  |
| Interest income |  | 200,180 |
| Change in net position |  | $(420,127)$ |
| Net position, July 1, 2020 |  | 10,526,490 |
| Net position, June 30, 2021 | \$ | 10,106,363 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Statement of Cash Flows - Proprietary Fund
For the Fiscal Year Ended June 30, 2021

|  | Governmental Activities |  |
| :---: | :---: | :---: |
|  | Internal Service <br> Funds |  |
| CASH FLOWS FROM OPERATING ACTIVITIES |  |  |
| Cash received from assessments made to other funds | \$ | 70,568,781 |
| Cash received fromall other sources |  | 35,452 |
| Cash payments for payroll, insurance and operating costs |  | $(68,576,683)$ |
| Net cash provided (used) by operating activities |  | 2,027,550 |
| CASH FLOWS FROM INVESTING ACTIVITIES |  |  |
| Interest received |  | 224,139 |
| Net increase (decrease) in cash and cash equivalents |  | 2,251,689 |
| Cash, July 1, 2020 |  | 25,567,300 |
| Cash, June 30, 2021 | \$ | $\underline{27,818,989}$ |
| Reconciliation of operating income (loss) to net cash provided (used) |  |  |
| by operating activities: |  |  |
| Operating income (loss) | \$ | $(620,307)$ |
| Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities: |  |  |
| Changes in assets and liabilities: |  |  |
| (Increase) decrease in accounts receivable |  | $(377,352)$ |
| (Increase) decrease in due from other funds |  | $(50,422)$ |
| Increase (decrease) in accounts payable |  | $(13,180)$ |
| Increase (decrease) in due to other funds |  | (463) |
| Increase (decrease) in claims liability |  | 3,089,274 |
| Net cash provided (used) by operating activities | \$ | 2,027,550 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Statement of Fiduciary Net Position
June 30, 2021

|  | Debt Service <br> Funds for Special Tax Bonds |  |
| :---: | :---: | :---: |
| ASSETS |  |  |
| Deposits and investments | \$ | 22,420,539 |
| Accounts receivable |  | 110 |
| Total Assets |  | 22,420,649 |
| LIABILITIES |  |  |
| Accounts payable |  | - |
| NET POSITION |  |  |
| Restricted for CFD debt service | \$ | 22,420,649 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Statement of Changes in Fiduciary Net Position
June 30, 2021

|  | Debt Service <br> Funds for Special Tax Bonds |  |
| :---: | :---: | :---: |
| ADDITIONS |  |  |
| Local property taxes | \$ | 18,543,243 |
| Interest |  | 1,019 |
| All other transfers in |  | 1,173,365 |
| Total Additions |  | 19,717,627 |
| DEDUCTIONS |  |  |
| General administration |  | 15,468 |
| Debt service - interest |  | 6,950,329 |
| Debt service - principal |  | 9,725,000 |
| All other trans fers out |  | 1,973,722 |
| Total Deductions |  | 18,664,519 |
| Change in fiduciary net position |  | 1,053,108 |
| Net position - July 1, 2020 |  | 21,367,541 |
| Net position - June 30, 2021 | \$ | 22,420,649 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements
June 30, 2021

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Capistrano Unified School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's California School Accounting Manual. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant policies:

## A. Reporting Entity

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, and agencies that are not legally separate from the District. For the District, this includes general operations, food service, and student-related activities of the District.

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District, in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete.

For financial reporting purposes, the component units have a financial and operational relationship which meets the reporting entity definition criteria of the Governmental Accounting Standards Board (GASB) Statement No. 61, The Financial Reporting Entity: Omnibus - An Amendment of GASB Statements No. 14 and No. 34, and thus are included in the financial statements using the blended presentation method as if they were part of the District's operations because the Board of Trustees of the component units is essentially the same as the Board of Trustees of the District and because their purpose is to finance the construction of facilities to be used for the direct benefit of the District.

The Capistrano USD Financing Authority (the "Authority") and Capistrano USD Financing Corporation (the "Corporation") financial activity are presented in the financial statements as the Debt Service Fund. Certificates of participation and other debt issued by the Authority and the Corporation are included as long-term liabilities in the District-wide financial statements. Individually prepared financial statements are not prepared for the Authority or the Corporation.

The Capistrano Unified School District Community Facilities Districts' (CFDs) financial activity is presented in the financial statements as the Capital Projects Fund for Blended Component Units and in the Fiduciary Funds Statement as the Debt Service Fund for Special Tax Bonds. Special Tax Bonds issued by the CFDs are not included in the long-term obligations of the Statement of Net Position as they are not obligations of the District. Individually prepared financial statements are available for the CFDs through the Business Office.

# NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued) 

## B. Basis of Presentation, Basis of Accounting

## 1. Basis of Presentation

## District-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the primary government (the District) and its component units. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the doublecounting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions.

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

## Fund Financial Statements

The fund financial statements provide information about the District's funds, including its fiduciary funds (and blended component units). Separate statements for each fund category - governmental, proprietary, and fiduciary - are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds. Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

## Major Governmental Funds

The District maintains the following major governmental funds:
General Fund: This is the chief operating fund for the District. It is used to account for the ordinary operations of the District. All transactions except those accounted for in another fund are accounted for in this fund. The District also maintains a Deferred Maintenance Fund and a Special Reserve Fund for Postemployment Benefits. These funds do not meet the definition of special revenue funds as they are not primarily composed of restricted or committed revenue sources. Because these funds do not meet the definition of special revenue funds under GASB 54, the activity in those funds is being reported within the General Fund.

County School Facilities Fund: This fund is used to account for state apportionments provided for modernization of school facilities under SB50.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## B. Basis of Presentation, Basis of Accounting (continued)

1. Basis of Presentation (continued)

## Non-Major Governmental Funds

The District maintains the following non-major governmental funds:
Special Revenue Funds: Special revenue funds are established to account for the proceeds from specific revenue sources (other than trusts, major capital projects, or debt service) that are restricted or committed to the financing of particular activities, that compose a substantial portion of the inflows of the fund, and that are reasonably expected to continue. Additional resources that are restricted, committed, or assigned to the purpose of the fund may also be reported in the fund.

Student Activities Special Revenue Fund: The District maintains a separate fund for each school that operates an ASB fund, whether it is organized or not.

Child Development Fund: This fund is used to account separately for federal, state, and local revenues to operate child development programs.

Cafeteria Fund: This fund is used to account separately for federal, state, and local resources to operate the food service program (Education Code sections 38090 and 38093).

Capital Projects Funds: Capital projects funds are established to account for financial resources to be used for the acquisition or construction of major capital facilities and other capital assets (other than those financed by proprietary funds and trust funds).

Capital Facilities Fund: This fund is used to primarily account separately for moneys received from fees levied on development projects as a condition of approval (Education Code sections 17620-17626 and Government Code Section 65995 et seq.).

Special Reserve Fund for Capital Outlay Projects: This fund exists primarily to provide for the accumulation of general fund moneys for capital outlay purposes (Education Code Section 42840). This fund may also be used to account for any other revenues specifically for capital projects that are not restricted to fund $21,25,30,35$, or 49 .

Capital Projects Fund for Blended Component Units: This fund is used to account for capital projects financed by Mello-Roos Community Facilities Districts and similar entities that are considered blended component units of the District under generally accepted accounting principles (GAAP).

Debt Service Funds: Debt service funds are established to account for the accumulation of resources for and the payment of principal and interest on general long-term debt.

Bond Interest and Redemption Fund: This fund is used for the repayment of bonds issued for the District (Education Code sections 15125-15262).

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## B. Basis of Presentation, Basis of Accounting (continued)

## 1. Basis of Presentation (continued)

Proprietary Funds
Proprietary fund reporting focuses on the determination of operating income, changes in net position, financial position, and cash flows. Proprietary funds are classified as enterprise or internal service. The District has the following proprietary funds:

Internal Service Funds: These funds are used to account for services rendered on a costreimbursement basis within the District. The District operates workers' compensation and property and liability insurance programs that are accounted for in the Internal Service Fund. In addition, the District's health and welfare benefit programs are accounted for in the Internal Service Fund.

Self-Insurance Fund: Self-insurance funds are used to separate moneys received for selfinsurance activities from other operating funds in the District. Separate funds may be established for each type of self-insurance activity, such as workers' compensation, health and welfare, and deductible property loss (Education Code Section 17566).

## Fiduciary Funds

Fiduciary funds are used to account for assets held in a trustee or custodial capacity for others that cannot be used to support the District's own programs. The key distinction between trust and custodial funds is that trust funds are subject to a trust agreement that affects the degree of management involvement and the length of time that the resources are held. The District maintains the following fiduciary fund:

Debt Service Fund for Special Tax Bonds: This fund is used to account for the accumulation of resources for, and the repayment of, Community Facility District bonds, interest and related costs.
2. Measurement Focus, Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resource or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The District-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities for the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## B. Basis of Presentation, Basis of Accounting (continued)

2. Measurement Focus, Basis of Accounting (continued)

As a general rule the effect of interfund activity has been eliminated from the District-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the District's proprietary funds and various other functions of the District. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.
3. Revenues - Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as not to distort normal revenue patterns, with specific respect to reimbursement grants and corrections to state-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, interest, certain grants, and other local sources.

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements. On a modified accrual basis, revenue from nonexchange transactions must also be available before it can be recognized.

## C. Budgetary Data

The budgetary process is prescribed by provisions of the California Education Code and requires the Board of Trustees to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District Board of Trustees satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for. For budget purposes, on behalf payments have not been included as revenue and expenditures as required under generally accepted accounting principles.

## D. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30 .

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position

## 1. Cash and Cash Equivalents

The District considers cash and cash equivalents to be cash on hand and demand deposits. In addition, because the Treasury Pool is sufficiently liquid to permit withdrawal of cash at any time without prior notice or penalty, equity in the pool is also deemed to be a cash equivalent.
2. Inventories

Inventories are valued at cost using the first-in/first-out (FIFO) method. The costs of governmental fundtype inventories are recorded as expenditures when consumed rather than when purchased.
3. Capital Assets

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value rather than fair value. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

| Description |  | Estimated Lives |
| :--- | :--- | :---: |
| Buildings |  | $20-50$ years |
| Improvements/Infrastructure |  | $5-50$ years |
| Equipment | $5-20$ years |  |

## 4. Unearned Revenue

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the combined balance sheet and revenue is recognized.

Certain grants received that have not met eligibility requirements are recorded as unearned revenue. On the governmental fund financial statements, receivables that will not be collected within the available period are also recorded as unearned revenue.

## 5. Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

## 6. Compensated Absences

The liability for compensated absences reported in the District-wide statements consists of unpaid, accumulated vacation leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

## 7. Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District Plan and CalSTRS Medicare Premium Payment (MPP) Program and additions to/deductions from the Plans’ fiduciary net position have been determined on the same basis as they are reported by the Plans. For this purpose, the Plans recognize benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

## 8. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's California State Teachers Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) plans and addition to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.
9. Fund Balances

The fund balance for Governmental Funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

Restricted: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

Committed: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

## 9. Fund Balances (continued)

Assigned: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

Unassigned: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

## 10. Net Position

Net position is classified into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- Net investment in capital assets - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.
- Restricted - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- Unrestricted net position - This component of net position consists of net position that does not meet the definition of "net investment in capital assets" or "restricted".

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

## F. Minimum Fund Balance Policy

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the District against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports which accurately categorize fund balance as per Governmental Accounting Standards Board (GASB) No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

The District's minimum reserve standard is $2 \%$ as per the recommended level for districts with more than 30,000 ADA (California Department of Education) or not less than two months of General Fund operating expenditures, or up to $17 \%$ of General Fund expenditures and other financing uses.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## F. Minimum Fund Balance Policy (continued)

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed unless the Board of Trustees has provided otherwise in its commitment or assignment actions.

## G. Property Tax Calendar

The County is responsible for the assessment, collection, and apportionment of property taxes for all jurisdictions including the schools and special districts within the County. The Board of Supervisors levies property taxes as of September 1 on property values assessed on July 1. Secured property tax payments are due in two equal installments. The first is generally due November 1 and is delinquent with penalties on December 10, and the second is generally due on February 1 and is delinquent with penalties on April 10. Secured property taxes become a lien on the property on January 1.

## H. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reported period. Actual results could differ from those estimates.

## I. New GASB Pronouncements

The following Statements have been implemented as of June 30, 2021:

1. In January 2017, the GASB issued Statement No. 84, Fiduciary Activities. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity, and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.
2. In August 2018, the GASB issued Statement No. 90, Majority Equity Interests-An Amendment of GASB Statements No. 14 and No. 61. The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements
June 30, 2021

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## I. New GASB Pronouncements (continued)

2. (continued)

For all other holdings of a majority equity interest in a legally separate organization, a government should report the legally separate organization as a component unit, and the government or fund that holds the equity interest should report an asset related to the majority equity interest using the equity method. This Statement establishes that ownership of a majority equity interest in a legally separate organization results in the government being financially accountable for the legally separate organization and, therefore, the government should report that organization as a component unit.

This Statement also requires that a component unit in which a government has a 100 percent equity interest account for its assets, deferred outflows of resources, liabilities, and deferred inflows of resources at acquisition value at the date the government acquired a 100 percent equity interest in the component unit.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged. The requirements should be applied retroactively, except for the provisions related to (1) reporting a majority equity interest in a component unit and (2) reporting a component unit if the government acquires a 100 percent equity interest. Those provisions should be applied on a prospective basis.

## J. Future Accounting Pronouncements

GASB pronouncements which will be effective in future periods, are as follows:

1. In June 2017, the GASB issued Statement No. 87, Leases. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

The requirements of this Statement are effective for reporting periods beginning after June 15, 2021.
2. In June 2018, the GASB issued Statement No. 89, Accounting for Interest Cost Incurred Before the End of a Construction Period. The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period, and (2) to simplify accounting for interest cost incurred before the end of a construction period.

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5-22 of Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## J. Future Accounting Pronouncements (continued)

2. (continued)

As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2020. Earlier application is encouraged. The requirements of this Statement should be applied prospectively.
3. In May 2019, the GASB issued Statement No. 91, Conduit Debt Obligations. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2021. Earlier application is encouraged.
4. In January 2020, the GASB issued Statement No. 92, Omnibus 2020. The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics and includes specific provisions about the following:

- The effective date of Statement No. 87, Leases, and Implementation Guide No. 2019-3, Leases, for interim financial reports
- Reporting of intra-entity transfers of assets between a primary government employer and a component unit defined benefit pension plan or defined benefit other postemployment benefit (OPEB) plan
- The applicability of Statements No. 73, Accounting and Financial Reporting for Pensions and Related Assets That are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68, as amended, and No. 74, Financial Reporting for Postemployment Benefit Plans Other Than Pensions Plans, as amended, to reporting assets accumulated for postemployment benefits
- The applicability of certain requirements of Statement No. 84, Fiduciary Activities, to postemployment benefit arrangements


## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## J. Future Accounting Pronouncements (continued)

4. (continued)

- Measurement of liabilities (and assets, if any) related to asset retirement obligations (AROs) in a government acquisition
- Reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers
- Reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature
- Terminology used to refer to derivative instruments

The requirements of this Statement are effective as follows:

- The requirements related to the effective date of Statement 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instruments are effective upon issuance.
- The requirements related to intra-entity transfers of assets and those related to the applicability of Statements 73 and 74 are effective for fiscal years beginning after June 15, 2021.
- The requirements related to application of Statement 84 to postemployment benefit arrangements and those related to nonrecurring fair value measurements of assets or liabilities are effective for reporting periods beginning after June 15, 2021.
- The requirements related to the measurement of liabilities (and assets, if any) associated with AROs in a government acquisition are effective for government acquisitions occurring in reporting periods beginning after June 15, 2021.

Earlier application is encouraged and is permitted by topic.
5. In March 2020, the GASB issued Statement No. 93, Replacement of Interbank Offered Rates. Some governments have entered into agreements in which variable payments made or received depending on an interbank offered rate (IBOR) - most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate.

The removal of LIBOR as an appropriate benchmark interest rate is effective for reporting periods ending after December 31, 2021. All other requirements of this Statement are effective for reporting periods beginning after June 15, 2021.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## J. Future Accounting Pronouncements (continued)

6. In March 2020, the GASB issued Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements. The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction.

The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter.

## NOTE 2 - DEPOSITS AND INVESTMENTS

Deposits and investments as of June 30, 2021 are classified in the accompanying financial statements as follows:

| Governmental funds | \$ | 155,071,128 |
| :---: | :---: | :---: |
| Proprietary funds |  | 27,818,989 |
| Governmental Activities |  | 182,890,117 |
| Fiduciary funds |  | 22,420,539 |
| Total deposits and investments | \$ | 205,310,656 |

Deposits and investments as of June 30, 2021 consist of the following:

| Cash on hand and in banks | \$ | 5,011,651 |
| :---: | :---: | :---: |
| Cash in revolving fund |  | 867,750 |
| Investments |  | 199,431,255 |
| Total deposits and investments | \$ | 205,310,656 |

## Pooled Funds

In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2021, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements
June 30, 2021

## NOTE 2 - DEPOSITS AND INVESTMENTS (continued)

## Custodial Credit Risk - Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. Cash balances held in banks are insured up to $\$ 250,000$ by the Federal Depository Insurance Corporation (FDIC) and are collateralized by the respective financial institutions. In addition, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit).

The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits.

As of June 30, 2021, $\$ 4,609,048$ of the District's bank balance was exposed to custodial credit risk because it was uninsured and collateralized with securities held by the pledging financial institution's trust department or agency, but not in the name of the District.

## Investments - Interest Rate Risk

The District's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District's investment policy limits investment purchases to investments with a term not to exceed three years. Investments purchased with maturity terms greater than three years require approval by the Board of Trustees. Investments purchased with maturities greater than one year require written approval by the Superintendent prior to commitment. Maturities of investments held at June 30, 2021, consist of the following:


## Investments - Credit Risk

The District's investment policy limits investment choices to obligations of local, state and federal agencies, commercial paper, certificates of deposit, repurchase agreements, corporate notes, banker acceptances, and other securities allowed by State Government Code Section 53600. At June 30, 2021, all investments represented governmental securities which were issued, registered and held by the District's agent in the District's name.

## Investments - Concentration of Credit Risk

The District does not place limits on the amount it may invest in any one issuer. At June 30, 2021, the District had the following investments that represents more than five percent of the District's net investments, other than the County Pool.

First America Treasury Obligations
U.S. Bank First American Treasury Obligations
$100 \%$

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## NOTE 2 - DEPOSITS AND INVESTMENTS (continued)

## Fair Value Measurements

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that date if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized - Investments in the Orange County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at $\$ 1.00$ net asset value per share.

All assets have been valued using a market approach, with quoted market prices.

## NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2021, consisted of the following:

|  | Governmental Activities |  |  |  |  |  | Self-Insurance Funds |  | Fiduciary Funds |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | General Fund |  | Non-Major Governmental Funds |  | Total Governmental <br> Funds |  |  |  |  |  |
| Federal Government: Categorical aid programs | \$ | 9,965,046 | \$ | 1,524,325 | \$ | 11,489,371 | \$ | - | \$ | - |
| State Government: |  |  |  |  |  |  |  |  |  |  |
| LCFF sources |  | 16,534,489 |  | 38,317 |  | 16,572,806 |  | - |  | - |
| Special education |  | 10,052,213 |  | - |  | 10,052,213 |  | - |  | - |
| Lottery |  | 3,083,993 |  | - |  | 3,083,993 |  | - |  | - |
| Categorical aid programs |  | 2,687,272 |  | 1,489,211 |  | 4,176,483 |  | - |  | - |
| Local: |  |  |  |  |  |  |  |  |  |  |
| Interest |  | 55,695 |  | 14,179 |  | 69,874 |  | 3,434 |  | 110 |
| Other local |  | 3,290,291 |  | 552,571 |  | 3,842,862 |  | 847,026 |  | - |
| Total | \$ | 45,668,999 | \$ | 3,618,603 | \$ | 49,287,602 | \$ | 850,460 | \$ | 110 |


|  | 36 |
| :--- | :--- | :--- |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements
June 30, 2021

## NOTE 4 - INTERFUND TRANSACTIONS

Balances Due To/From Other Funds
Balances due to/from other funds at June 30, 2021, consisted of the following:


## Interfund Transfers In/Out

Interfund transfers between funds during the year ended June 30, 2021 included $\$ 1,369,571$ transferred from the General Fund to the Special Reserve Fund for Capital Outlay to pay debt service payments on Certificates of Participation.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements
June 30, 2021

## NOTE 5 - FUND BALANCES

At June 30, 2021, fund balances of the District's governmental funds were classified as follows:

|  | General <br> Fund |  | County School <br> Facilities Fund |  | Non-Major Governmental Funds |  | Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Nonspendable: |  |  |  |  |  |  |  |  |
| Revolving cash | \$ | 175,000 | \$ | - | \$ | 12,750 | \$ | 187,750 |
| Stores inventories |  | 115,248 |  | - |  | 254,912 |  | 370,160 |
| Prepaid expenditures |  | 302,195 |  | - |  | - |  | 302,195 |
| Total Nonspendable |  | 592,443 |  | - |  | 267,662 |  | 860,105 |
| Restricted: |  |  |  |  |  |  |  |  |
| Categorical programs |  | 24,955,036 |  | - |  | 471,856 |  | 25,426,892 |
| Student body funds |  | - |  | - |  | 5,003,857 |  | 5,003,857 |
| Child nutrition program |  | - |  | - |  | 2,208,744 |  | 2,208,744 |
| Capital projects |  | - |  | 24,369,025 |  | 27,933,551 |  | 52,302,576 |
| Debt service |  | - |  | - |  | 5,217,150 |  | 5,217,150 |
| Total Restricted |  | 24,955,036 |  | 24,369,025 |  | 40,835,158 |  | 90,159,219 |
| Assigned: |  |  |  |  |  |  |  |  |
| Unrestricted funds |  | 8,391,151 |  | - |  | - |  | 8,391,151 |
| Technology refresh |  | 334,355 |  | - |  | - |  | 334,355 |
| LCFF supplemental carryover |  | 1,566,208 |  | - |  | - |  | 1,566,208 |
| Library abatement carryover |  | 172,911 |  | - |  | - |  | 172,911 |
| Teacher development carryover |  | 679,812 |  | - |  | - |  | 679,812 |
| Site supply carrover |  | 1,711,234 |  | - |  | - |  | 1,711,234 |
| Education division carryover |  | 2,119,542 |  | - |  | - |  | 2,119,542 |
| Gift carryover |  | 2,205,331 |  | - |  | - |  | 2,205,331 |
| Deferred maintenance program |  | 2,093,329 |  | - |  | - |  | 2,093,329 |
| Other assignments |  | 84,832 |  | - |  | 2,113,933 |  | 2,198,765 |
| Total Assigned |  | 19,358,705 |  | - |  | 2,113,933 |  | 21,472,638 |
| Unassigned: |  |  |  |  |  |  |  |  |
| Reserve for economic uncertainties |  | 10,700,000 |  | - |  | - |  | 10,700,000 |
| Remaining unassigned balances |  | 43,770,768 |  | - |  | - |  | 43,770,768 |
| Total Unassigned |  | 54,470,768 |  | - |  | - |  | 54,470,768 |
| Total | \$ | 99,376,952 | \$ | 24,369,025 | \$ | 43,216,753 | \$ | 166,962,730 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements
June 30, 2021

## NOTE 6 - CAPITAL ASSETS AND DEPRECIATION

Capital asset activity for the year ended June 30, 2021, was as follows:

|  | Balance, July 1, 2020 |  | Restatements |  | Additions |  | Deletions |  | $\begin{gathered} \text { Balance, } \\ \text { June } 30,2021 \end{gathered}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Governmental Activities: |  |  |  |  |  |  |  |  |  |  |
| Capital assets not being depreciated |  |  |  |  |  |  |  |  |  |  |
| Land | \$ | 320,638,330 | \$ | - | \$ | 800,000 | \$ | - | \$ | 321,438,330 |
| Construction in progress |  | 79,513,962 |  | - |  | 20,684,901 |  | 12,443,721 |  | 87,755,142 |
| Total capital assets not being depreciated |  | 400,152,292 |  | - |  | 21,484,901 |  | 12,443,721 |  | 409,193,472 |
| Capital assets being depreciated |  |  |  |  |  |  |  |  |  |  |
| Site improvements |  | 42,325,596 |  | - |  | 84,590 |  | - |  | 42,410,186 |
| Buildings |  | 725,806,940 |  | $(5,202,303)$ |  | 12,443,721 |  | - |  | 733,048,358 |
| Furniture and equipment |  | 40,407,060 |  | - |  | 2,713,141 |  | - |  | 43,120,201 |
| Total capital assets being depreciated |  | 808,539,596 |  | $(5,202,303)$ |  | 15,241,452 |  | - |  | 818,578,745 |
| Less accumulated depreciation: |  |  |  |  |  |  |  |  |  |  |
| Site improvements |  | $(27,526,359)$ |  | - |  | $(2,120,509)$ |  | - |  | $(29,646,868)$ |
| Buildings |  | (360,329,124) |  | 890,162 |  | $(17,332,341)$ |  | - |  | (376,771,303) |
| Furniture and equipment |  | $(29,457,085)$ |  | (1,278,877) |  | $(1,674,852)$ |  | - |  | $(32,410,814)$ |
| Total accumulated depreciation |  | (417,312,568) |  | $(388,715)$ |  | (21,127,702) |  | - |  | $(438,828,985)$ |
| Governmental Activities Capital Assets, net | \$ | 791,379,320 | \$ | (5,591,018) | \$ | 15,598,651 | \$ | 12,443,721 | \$ | 788,943,232 |

Depreciation expense was charged to governmental activities as follows:

| Governmental Activities: |  |  |
| :--- | :--- | ---: |
| Instruction | $\$$ | $19,754,401$ |
| Home-to-school transportation |  | 528,193 |
| Data processing |  | 211,277 |
| Plant services |  | 633,831 |
|  | Total | $\$$ |
|  |  | $21,127,702$ |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements
June 30, 2021

## NOTE 7 - LONG-TERM DEBT OTHER THAN PENSIONS

Changes in long-term debt for the fiscal year ended June 30, 2021, were as follows:

|  | Balance, <br> July 1, 2020 |  | Additions |  | Deductions |  | Balance, June 30, 2021 |  | Amount Due Within One Year |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| General Obligation Bonds: |  |  |  |  |  |  |  |  |  |  |
| Principal repayments | \$ | 18,925,885 | \$ | - | \$ | 2,912,489 | \$ | 16,013,396 | \$ | 2,998,152 |
| Accreted interest component |  | 9,422,812 |  | 742,402 |  | 1,757,511 |  | 8,407,703 |  | 1,864,223 |
| Unamortized issuance premium |  | 1,667,341 |  | - |  | 274,084 |  | 1,393,257 |  | 274,083 |
| Total - Bonds |  | 30,016,038 |  | 742,402 |  | 4,944,084 |  | 25,814,356 |  | 5,136,458 |
| Certificates of Participation: |  |  |  |  |  |  |  |  |  |  |
| Principal repayments-2012 Certificates |  | 6,450,000 |  | - |  | 1,205,000 |  | 5,245,000 |  | 1,230,000 |
| Principal repayments-2017 Certificates |  | 20,560,000 |  | - |  | 645,000 |  | 19,915,000 |  | 635,000 |
| Unamortized issuance premium |  | 119,407 |  | - |  | 21,706 |  | 97,701 |  | 21,706 |
| Total-Certificates of participation |  | 27,129,407 |  | - |  | 1,871,706 |  | 25,257,701 |  | 1,886,706 |
| Capital Lease Obligations |  | 773,087 |  | - |  | 99,980 |  | 673,107 |  | 103,280 |
| Compensated Absences |  | 4,352,134 |  | 588,247 |  | - |  | 4,940,381 |  | - |
| Supplemental Early Retirement Plan |  | 9,715,646 |  | - |  | 3,238,549 |  | 6,477,097 |  | 3,238,548 |
| Claims Liability |  | 15,335,373 |  | 3,089,274 |  | - |  | 18,424,647 |  | - |
| Other Postemployment Benefits |  | 110,283,407 |  | 13,403,476 |  | 3,519,280 |  | 120,167,603 |  | - |
| Totals | \$ | 197,605,092 | \$ | 17,823,399 | \$ | 13,673,599 | \$ | 201,754,892 | \$ | 10,364,992 |

Payments on the General Obligation Bonds are made by the Bond Interest and Redemption Fund with local property tax revenues. Payments on the Certificates of Participation are made by the Special Reserve Fund for Capital Outlay. Capital leases are paid by the General Fund. The compensated absences and OPEB will be paid by the fund for which the employee worked. The supplemental early retirement plan will be paid from the General Fund. The claims liability will be paid by the Internal Service Fund.

## A. General Obligation Bonds

## 1999 General Obligation Bonds, Series B

In February 2001, the Capistrano Unified School District issued both current and capital appreciation, 1999 General Obligation Bonds, Series B in the amount of $\$ 29,999,930$, with the value of the capital appreciation bonds accreting $\$ 22,550,070$, and an aggregate debt service balance of $\$ 52,550,000$. The bonds have a final maturity occurring on August 1, 2025, with interest rates ranging from 4.00 to 5.10 percent. The bonds were issued for the acquisition, construction, and repair of schools.

## Prior-Year Defeasance of Debt

In prior years, the District defeased certain general obligation bonds by placing the proceeds of new refunding bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the District's financial statements. At June 30, 2021, none of the defeased bonds remain outstanding.

The difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources and recognized as a component of interest expense in a systematic and rational manner over the remaining life of the old debt or the life of the new debt, whichever is shorter. At June 30, 2021, deferred amounts on refunding were $\$ 247,999$.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## NOTE 7 - LONG-TERM DEBT OTHER THAN PENSIONS (continued)

## A. General Obligation Bonds (continued)

Below is a schedule of bonds issued and outstanding as of June 30, 2021.

| Series | Issue Date | Maturity Date | Interest <br> Rate |  | Original <br> Issue |  | $\begin{aligned} & \text { lance, } \\ & 1,2020 \end{aligned}$ | Issuances |  | Redemptions |  | $\begin{gathered} \text { Balance, } \\ \text { June } 30,2021 \\ \hline \end{gathered}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1999, Series B | 3/14/2001 | 8/1/2025 | 4.0\% - 5.1\% | \$ | 29,999,930 | \$ | 5,360,885 | \$ | - | \$ | 977,489 | \$ | 4,383,396 |
| 2012 Ref. | 12/19/2012 | 8/1/2026 | 3.0\%-4.0\% |  | 27,455,000 |  | 13,565,000 |  | - |  | 1,935,000 |  | 11,630,000 |
|  |  |  |  |  |  | \$ | 18,925,885 | \$ | - | \$ | 2,912,489 | \$ | 16,013,396 |

The annual requirements to amortize general obligation bonds payable are as follows:

| Fiscal <br> Year | Principal |  | Interest |  | Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2021-22 | \$ | 2,998,152 | \$ | 2,288,123 | \$ | 5,286,275 |
| 2022-23 |  | 3,108,571 |  | 2,293,516 |  | 5,402,087 |
| 2023-24 |  | 3,230,335 |  | 2,294,499 |  | 5,524,834 |
| 2024-25 |  | 3,353,443 |  | 2,291,178 |  | 5,644,621 |
| 2025-26 |  | 2,032,895 |  | 2,312,905 |  | 4,345,800 |
| 2026-27 |  | 1,290,000 |  | 25,800 |  | 1,315,800 |
| Total | \$ | 16,013,396 | \$ | 11,506,021 | \$ | 27,519,417 |

## B. Certificates of Participation

## 2012 Refunding Certificates of Participation

In November 2012, the Capistrano Unified School District issued \$19,635,000 of 2012 Refunding Certificates of Participation, pursuant to a lease agreement between the Corporation and the District. Under the agreement, the District will lease certain District property to the Corporation and will lease the property back from the Corporation. The current interest certificates have a final maturity occurring on August 1, 2025, with interest yields of 1.00 to 3.00 percent. The certificates were issued at an aggregate price of $\$ 19,319,921$ (representing the principal amount of $\$ 19,635,000$ plus an original issue premium of $\$ 282,182$ less cost of issuance of $\$ 597,261$ ).

Proceeds from the certificates were to be used to advance refund the District's outstanding 2002 Certificates of Participation and pay costs associated with the issuance of the certificates. The prepayment for the refunding occurred December 1, 2012.

At June 30, 2021, the principal balance outstanding on the 2012 Refunding Certificates of Participation was $\$ 5,245,000$.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## NOTE 7 - LONG-TERM DEBT OTHER THAN PENSIONS (continued)

## B. Certificates of Participation (continued)

## 2017 Certificates of Participation

On December 21, 2017, the Capistrano Unified School District issued \$21,155,000 of Certificates of Participation, pursuant to a lease agreement between the Facilities Corporation and the District. The certificates were issued as Series A in the aggregate principal amount of $\$ 21,040,000$ and Series B in the aggregate principal amount of $\$ 115,000$. The Certificates mature between December 1, 2019 and 2043 and carry coupon interest rates between $2.15 \%$ and $4.02 \%$.

Proceeds from the Certificates are being used to (i) finance various solar photovoltaic projects of the District and (ii) pay certain delivery costs of the Certificates, including premiums for a municipal bond insurance policy and debt service reserve insurance policy in lieu of cash funding a reserve fund.

The District has designated the Series A Certificates as "New Clean Renewable Energy Bonds" ("New CREBs") under Section 54C of the Tax Code and irrevocably elected under Tax Code Section 6431(f)(2) to receive a direct subsidy from the U.S. Treasury equal to the lesser of (i) the amount of interest payable with respect to the Series A Certificates or (ii) 70 percent of the amount of interest which would be payable with respect to the Series A Certificates if the interest rates were determined at the applicable credit rate determined by the U.S. Treasury under Tax Code Section 54(A)(b)(3).

At June 30, 2021, the principal balance outstanding on the 2017 Certificates of Participation was $\$ 19,915,000$.

## Prior-Year Defeasance of Debt

In prior years, the District defeased certain certificates of participation by placing the proceeds of new refunding certificates in an irrevocable trust to provide for all future debt service payments on the old certificates. Accordingly, the trust account assets and the liability for the defeased certificates are not included in the District's financial statements. At June 30, 2021, none of the defeased certificates remain outstanding.

The difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources and recognized as a component of interest expense in a systematic and rational manner over the remaining life of the old debt or the life of the new debt, whichever is shorter. At June 30, 2021, deferred amounts on refunding were $\$ 200,231$.

The annual requirements to amortize all certificates are as follows:

| Fiscal Year | Principal |  | Interest |  | Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2021-22 | \$ | 1,865,000 | \$ | 819,166 | \$ | 2,684,166 |
| 2022-23 |  | 1,935,000 |  | 774,430 |  | 2,709,430 |
| 2023-24 |  | 1,995,000 |  | 725,941 |  | 2,720,941 |
| 2024-25 |  | 2,075,000 |  | 672,734 |  | 2,747,734 |
| 2025-26 |  | 965,000 |  | 630,419 |  | 1,595,419 |
| 2026-31 |  | 3,695,000 |  | 2,762,978 |  | 6,457,978 |
| 2031-36 |  | 4,165,000 |  | 2,101,733 |  | 6,266,733 |
| 2036-41 |  | 5,570,000 |  | 1,162,880 |  | 6,732,880 |
| 2041-44 |  | 2,895,000 |  | 131,151 |  | 3,026,151 |
| Total | \$ | 25,160,000 | \$ | 9,781,432 | \$ | 34,941,432 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements
June 30, 2021

## NOTE 7 - LONG-TERM DEBT OTHER THAN PENSIONS (continued)

## C. Capital Leases

The District has entered into an agreement to lease buses valued at more than $\$ 640,000$. The agreement is, in substance, a purchase (capital lease) and is reported as a capital lease obligation. The District's liability on lease agreements with options to purchase is summarized below:

| Fiscal Year | Principal |  | Interest |  | Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2021-22 | \$ | 103,280 | \$ | 22,212 | \$ | 125,492 |
| 2022-23 |  | 106,688 |  | 18,804 |  | 125,492 |
| 2023-24 |  | 110,208 |  | 15,284 |  | 125,492 |
| 2024-25 |  | 113,845 |  | 11,647 |  | 125,492 |
| 2025-26 |  | 117,602 |  | 7,890 |  | 125,492 |
| 2026-27 |  | 121,484 |  | 4,008 |  | 125,492 |
|  | \$ | 673,107 | \$ | 79,845 | \$ | 752,952 |

The District has received no sublease revenue from this agreement.

## D. Supplemental Early Retirement Plan

The District has established a supplemental early retirement incentive program (SERP) whereby certain qualified employees may retire early and receive a portion of their salary paid out as an annuity. The total future payments owing at June 30, 2021, for these obligations are shown below.

| Fiscal <br> Year | Payment |  |
| :---: | :---: | :---: |
| 2021-22 | \$ | 3,238,548 |
| 2022-23 |  | 3,238,549 |
|  | \$ | 6,477,097 |

## E. Non-Obligatory Debt

Non-obligatory debt relates to debt issuances by the Community Facilities Districts as authorized by the Mello-Roos Community Facilities Act of 1982 as amended, and the Mark-Roos Local Bond Pooling Act of 1985, and are payable from special taxes levied on property within the Community Facilities Districts according to a methodology approved by the voters within the District. Neither the faith and credit nor taxing power of the District is pledged to the payment of the bonds. Reserves have been established from the bond proceeds to meet delinquencies should they occur. If delinquencies occur beyond the amounts held in those reserves, the District has no duty to pay the delinquency out of any available funds of the District. The District acts solely as an agent for those paying taxes levied and the bondholders, and may initiate foreclosure proceedings. Special assessment debt of $\$ 191,283,863$ as of June 30, 2021, does not represent debt of the District and, as such, does not appear in the accompanying basic financial statements.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements
June 30, 2021

## NOTE 7 - LONG-TERM DEBT OTHER THAN PENSIONS (continued)

## F. Other Postemployment Benefits (OPEB) Liability

For the fiscal year ended June 30, 2021, the District reported total OPEB liability, deferred outflows of resources, deferred inflows of resources, and OPEB expense for the following plans:

| Pension Plan | Net OPEB Liability |  | Deferred Outflows of Resources |  | Deferred Inflows of Resources |  | OPEB Expense |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| District Plan | \$ | 117,519,996 | \$ | 4,428,248 | \$ | 5,618,061 | \$ | 9,181,279 |
| MPP Program |  | 2,647,607 |  | - |  | - |  | 354,940 |
| Total | \$ | 120,167,603 | \$ | 4,428,248 | \$ | 5,618,061 | \$ | 9,536,219 |

The details of each plan are as follows:

## District Plan

## Plan description

The District's single-employer defined benefit OPEB plan provides OPEB for eligible certificated, classified, and management employees of the District. The authority to establish and amend the benefit terms and financing requirements are governed by collective bargaining agreements with plan members. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

## Benefits provided

The postretirement health plans and the District's obligation vary by employee group as described below.

## CUEA

- Retirees age 55 with at least 10 years of consecutive service are offered a District subsidy for retiree only medical coverage based on the following table:

| Years of Service at <br> Retirement | District Subsidy of <br> Retiree Only Coverage |
| :---: | :---: |
| 10 | $50 \%$ |
| 11 | $55 \%$ |
| 12 | $60 \%$ |
| 13 | $65 \%$ |
| 14 | $70 \%$ |
| 15 | $75 \%$ |
| 16 | $80 \%$ |
| 17 | $85 \%$ |
| 18 | $90 \%$ |
| 19 | $95 \%$ |
| 20 or more | $100 \%$ |

- Retirees may elect to cover any dependents; however, the full cost of such coverage is the responsibility of the retiree.
- Retirees may elect dental coverage through the District; however, the full cost of such coverage is the responsibility of the retiree.
- Benefits cease at age 65 .


## CAPISTRANO UNIFIED SCHOOL DISTRICT

## NOTE 7 - LONG-TERM DEBT OTHER THAN PENSIONS (continued)

## F. Other Postemployment Benefits (OPEB) Liability (continued)

## District Plan (continued)

## Benefits Provided (continued)

CSEA

- Retirees age 53 with at least 10 years of consecutive service are offered a District subsidy for retiree only medical coverage based on the following table:

| Years of Service at <br> Retirement | District Subsidy of <br> Retiree Only Coverage |
| :---: | :---: |
| 10 | $50 \%$ |
| 11 | $55 \%$ |
| 12 | $60 \%$ |
| 13 | $65 \%$ |
| 14 | $70 \%$ |
| 15 | $75 \%$ |
| 16 | $80 \%$ |
| 17 | $85 \%$ |
| 18 | $90 \%$ |
| 19 | $95 \%$ |
| 20 or more | $100 \%$ |

- Retirees may elect to cover any dependents; however, the full cost of such coverage is the responsibility of the retiree.
- Retirees may elect dental coverage through the District; however, the full cost of such coverage is the responsibility of the retiree.
- Retirees age 50 with at least 10 years of consecutive service are eligible to retire; however, the retiree will pay the full cost of coverage until reaching age 53 , when the District subsidy will begin.
- Benefits cease at age 65.


## Employees covered by benefit terms

At July 1, 2020, the following employees were covered by the benefit terms:
Inactive employees or beneficiaries currently receiving benefit payments
Active employees
Total

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements
June 30, 2021

## NOTE 7 - LONG-TERM DEBT OTHER THAN PENSIONS (continued)

## F. Other Postemployment Benefits (OPEB) Liability (continued)

District Plan (continued)
Total OPEB Liability
The District's total OPEB liability of $\$ 117,519,996$ for the Plan was measured as of June 30,2021 and was determined by an actuarial valuation as of July 1, 2020.

## Actuarial Assumptions and Other Inputs

The total OPEB liability in the July 1, 2020 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

| Valuation Date | July 1, 2020 |
| :--- | :--- |
| Wage Inflation | $2.75 \%$ |
| Healthcare cost trend rates | $7.00 \%$ for the 2020/2021 fiscal year grading down to an ultimate rate of $4.50 \%$ <br> in the 2030/2031 fiscal year and beyond. |
| Retirees' share of benefit-  <br> $\quad$ related costs Varies, depending on years of service |  |

## Discount Rate

In accordance with GASB 75, the discount rate as of June 30, 2018 and June 30, 2021 is the 20-year municipal bond yield. As of June 30, 2020, a rate of $2.66 \%$ was used. As of June 30, 2021, a rate of $2.18 \%$ was used.

Rationale: As prescribed by GASB for an unfunded OPEB, the discount rate was developed using 20-year municipal bond yield. The S\&P Municipal Bond 20-Year High Grade Rate Index was used for this purpose.

## Mortality Rates

Based on the June 2013 Society of Actuaries Study entitled "Health Care Costs - From Birth to Death". Pre-age 65 morbidity rates were based on the HMO and PPO costs from Chart 3.

Rationale: Due to the size of the covered population, this assumption was based on industry tables with consideration for the current demographics of the covered population. This assumption continues to be reasonable for the 2020-21 fiscal year valuation.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements
June 30, 2021

## NOTE 7 - LONG-TERM DEBT OTHER THAN PENSIONS (continued)

## F. Other Postemployment Benefits (OPEB) Liability (continued)

## District Plan (continued)

## Changes in the Total OPEB Liability

|  | Total <br> OPEB Liability |  |
| :--- | ---: | ---: |
| Balance at July 1, 2020 | $\$$ | $107,990,740$ |
| Changes for the year: |  |  |
| Service cost | $6,512,034$ |  |
| Interest | $2,999,275$ |  |
| Changes in assumptions | $3,537,227$ |  |
| Benefit payments | $(3,519,280)$ |  |
| $\quad$ Net changes | $9,529,256$ |  |
| Balance at June 30, 2021 | $\$$ | $117,519,996$ |

## Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

| Discount Rate |  | OPEB <br>  <br>  <br> Liability |  |
| ---: | :--- | :--- | :--- |
| Current dis decreast rate |  | $\$$ |  |
| $1 \%$ increase |  | $\$$ | $117,039,5879,996$ |
|  |  | $110,216,330$ |  |

## Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage-point lower or one percentage-point higher than the current healthcare cost trend rates:

| Healthcare Cost <br> Trend Rate |  | OPEB <br> Liability |  |
| :---: | :---: | :---: | :---: |
| $1 \%$ decrease | $\$$ | $105,504,620$ |  |
| Current trend rate | $\$$ | $117,519,996$ |  |
| $1 \%$ increase | $\$$ | $131,465,987$ |  |

## NOTE 7 - LONG-TERM DEBT OTHER THAN PENSIONS (continued)

## F. Other Postemployment Benefits (OPEB) Liability (continued)

District Plan (continued)
OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB
For the year ended June 30, 2021, the District recognized OPEB expense of $\$ 9,181,279$. In addition, at June 30, 2021, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

|  | Deferred Outflows of Resources |  | Deferred Inflows of Resources |  |
| :---: | :---: | :---: | :---: | :---: |
| Differences between expected and actual experience | \$ | - | \$ | 2,672,889 |
| Changes of assumptions |  | 4,428,248 |  | 2,945,172 |
| Total | \$ | 4,428,248 | \$ | 5,618,061 |

The deferred outflows and inflows of resources related to changes of assumptions and differences between expected and actual experience in the measurement of the total OPEB liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the current measurement period is 7.9 years and 7.00 to 7.45 years for previous measurement periods.

Amounts reported as deferred outflows and deferred inflows of resources will be recognized in OPEB expense as follows:

| Year Ended June 30: 2022 | Deferred Outflows of Resources |  | Deferred Inflows of Resources |  |
| :---: | :---: | :---: | :---: | :---: |
|  | \$ | 793,583 | \$ | 1,123,613 |
| 2023 |  | 793,583 |  | 1,123,613 |
| 2024 |  | 793,583 |  | 1,123,613 |
| 2025 |  | 711,623 |  | 1,123,613 |
| 2026 |  | 485,149 |  | 1,123,609 |
| Thereafter |  | 850,727 |  | - |
|  | \$ | 4,428,248 | \$ | 5,618,061 |

## Medicare Premium Payment (MPP) Program

## Plan Description

The MPP Program is a cost-sharing multiple-employer other postemployment benefit (OPEB) plan established pursuant to Chapter 1032, Statutes of 2000 (SB 1435). CalSTRS administers the MPP Program through the Teachers' Health Benefit Fund (THBF).

A full description of the MPP Program regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2019 annual actuarial valuation report, Medicare Premium Payment Program. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: https://www.calstrs.com/general-information/gasb-6768.

## NOTE 7 - LONG-TERM DEBT OTHER THAN PENSIONS (continued)

## F. Other Postemployment Benefits (OPEB) Liability (continued)

## Medicare Premium Payment (MPP) Program (continued)

## Benefits Provided

The MPP Program is a cost-sharing multiple-employer other postemployment benefit (OPEB) plan established pursuant to Chapter 1032, Statutes of 2000 (SB 1435). CalSTRS administers the MPP Program through the Teachers' Health Benefit Fund. The MPP Program pays Medicare Part A premiums and Medicare Parts A and B late enrollment surcharges for eligible members of the Defined Benefit Program who were retired or began receiving a disability allowance prior to July 1,2012 , and were not eligible for premium-free Medicare Part A. Members who retire on or after July 1, 2012, are not eligible for coverage under the MPP Program.

As of June 30, 2020, 5,443 retirees participated in the MPP Program; however, the number of retired members who will participate in the program in the future is unknown as eligibility cannot be predetermined.

The MPP Program is funded on a pay-as-you-go basis from a portion of monthly employer contributions. In accordance with Education Code section 25930, contributions that would otherwise be credited to the Defined Benefit Program each month are instead credited to the MPP Program to fund monthly program and administrative costs. Total redirections to the MPP Program are monitored to ensure that total incurred costs do not exceed the amount initially identified as the cost of the program.

## Total OPEB Liability

At June 30, 2021, the District reported a liability of \$2,647,607 for its proportionate share of the net OPEB liability for the MPP Program. The total OPEB liability for the MPP Program as of June 30, 2020, was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2019 and rolling forward the total OPEB liability to June 30, 2020. The District's proportion of the net OPEB liability was based on a projection of the District's long-term share of contributions to the OPEB plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportions of the net OPEB liability for the two most recent measurement periods were:

|  | Percentage Share of MPP Program |  |  |
| :--- | :---: | :---: | :---: |
|  | $\begin{array}{c}\text { Fiscal Year } \\ \text { Ending } \\ \text { June 30, 2021 }\end{array}$ | $\begin{array}{c}\text { Fiscal Year } \\ \text { Ending } \\ \text { June 30, 2020 }\end{array}$ |  | \(\left.\begin{array}{c}Change <br>

Increase/ <br>
(Decrease)\end{array}\right]\)

For the year ended June 30, 2021, the District reported OPEB expense of \$354,940.

# NOTE 7 - LONG-TERM DEBT OTHER THAN PENSIONS (continued) 

## F. Other Postemployment Benefits (OPEB) Liability (continued)

## Medicare Premium Payment (MPP) Program (continued)

## Actuarial Assumptions and Other Inputs

The total OPEB liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Measurement Date<br>Valuation Date<br>Experience Study<br>Actuarial Cost Method<br>Investment Rate of Return<br>Healthcare Cost Trend Rates

```
June 30, 2020
June 30, 2019
June 30, 2014 through June 30, 2018
Entry age normal
2.21%
4.5% for Medicare Part A, and
5.4% for Medicare Part B
```

Assumptions were made about future participation (enrollment) into the MPP Program as CalSTRS is unable to determine which members not currently participating meet all eligibility criteria for enrollment in the future. Assumed enrollment rates were derived based on past experience and are stratified by age with the probability of enrollment diminishing as the members' ages increase. This estimated enrollment rate was then applied to the population of members who may meet criteria necessary for eligibility but are not currently enrolled in the MPP Program. Based on this, the estimated number of future enrollments used in the financial reporting valuation was 294 or an average of $0.18 \%$ of the potentially eligible population of 159,339 .

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among our members. The projection scale was set equal to $110 \%$ of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table issued by the Society of Actuaries.

## Discount Rate

The MPP Program is funded on a pay-as-you-go basis with contributions generally being made at the same time and in the same amount as benefit payments and expenses coming due. Any funds within the MPP Program as of June 30, 2020, were to manage differences between estimated and actual amounts to be paid and were invested in the Surplus Money Investment Fund (SMIF), which is a pooled investment program administered by the California State Treasurer.

As the MPP Program is funded on a pay-as-you-go basis, the OPEB plan's fiduciary net position was not projected to be sufficient to make projected future benefit payments. Therefore, the MPP Program used the Bond Buyer's 20-Bond GO Index from Bondbuyer.com as of June 30, 2020, as the discount rate, which was applied to all periods of projected benefit payments to measure the total OPEB liability. The discount rate as of June 30, 2020, was $2.21 \%$, which is a decrease of $1.29 \%$ from $3.50 \%$ as of June 30, 2019.

## NOTE 7 - LONG-TERM DEBT OTHER THAN PENSIONS (continued)

## F. Other Postemployment Benefits (OPEB) Liability (continued)

Medicare Premium Payment (MPP) Program (continued)

## Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net OPEB liability, as well as what the District's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

| Discount Rate |  | MPP OPEB <br> Liability |  |
| ---: | :--- | :--- | ---: |
| 1\% decrease |  | $\$$ | $2,927,665$ |
| Current discount rate |  | $\$$ | $2,647,607$ |
| $1 \%$ increase |  | $\$$ | $2,409,295$ |

## Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Medicare Costs Trend Rates

The following presents the District's proportionate share of the net OPEB liability, as well as what the District's proportionate share of the net OPEB liability would be if it were calculated using Medicare costs trend rates that are one percentage-point lower or one percentage-point higher than the current rates:

| Medicare Cost <br> Trend Rates |  | MPP OPEB <br> Liability |  |
| ---: | :--- | :--- | ---: |
| $1 \%$ decrease | $\$$ | $2,400,674$ |  |
| Current trend rate | $\$$ | $2,647,607$ |  |
| $1 \%$ increase | $\$$ | $2,931,869$ |  |

## NOTE 8 - PENSION PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS), and classified employees are members of the California Public Employees' Retirement System (CalPERS).

For the fiscal year ended June 30, 2021, the District reported net pension liabilities, deferred outflows of resources, deferred inflows of resources, and pension expense for each of the above plans as follows:

| Pension Plan | Net <br> Pension Liability |  | Deferred Outflows of Resources |  | Deferred Inflows of Resources |  | Pension Expense |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CalSTRS | \$ | 399,499,582 | \$ | 110,307,693 | \$ | 42,806,654 | \$ | 53,886,046 |
| CalPERS |  | 146,964,918 |  | 30,010,612 |  | 5,527,666 |  | 25,428,462 |
| Total | \$ | 546,464,500 | \$ | 140,318,305 | \$ | 48,334,320 | \$ | 79,314,508 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT 

Notes to Financial Statements
June 30, 2021

## NOTE 8 - PENSION PLANS (continued)

The details of each plan are as follows:

## A. California State Teachers' Retirement System (CalSTRS)

## Plan Description

The District contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2019, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: https://www.calstrs.com/general-information/gasb-6768.

## Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age, and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60 . Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to $2.0 \%$ of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program, and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and non-employer contributing entity to the STRP. The District contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2021, are summarized as follows:
Hire Date
Benefit Formula
Benefit Vesting Schedule
Benefit Payments
Retirement Age
Monthly Benefits as a Percentage of Eligible Compensation
Required Member Contribution Rate
Required Employer Contribution Rate
Required State Contribution Rate

| STRP Defined Benefit Program |  |
| :---: | :---: |
| On or before | On or after |
| December 31, 2012 | January 1,2013 |
| $2 \%$ at 60 | $2 \%$ at 62 |
| 5 years of service | 5 years of service |
| Monthly for life | Monthly for life |
| 60 | 62 |
| $2.0 \%-2.4 \%$ | $2.0 \%-2.4 \%$ |
| $10.25 \%$ | $10.205 \%$ |
| $16.15 \%$ | $16.15 \%$ |
| $10.328 \%$ | $10.328 \%$ |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## NOTE 8 - PENSION PLANS (continued)

## A. California State Teachers' Retirement System (CalSTRS)

## Contributions

Required member District and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contributions rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In June 2019, California Senate Bill 90 (SB 90) was signed into law and appropriated approximately $\$ 2.2$ billion in fiscal year 2018-19 from the state's General Fund as contributions to CalSTRS on behalf of employers. The bill requires portions of the contribution to supplant the amounts remitted by employers such that the amounts remitted will be 1.03 and 0.70 percentage points less than the statutorily required amounts due for fiscal years 2019-20 and 2020-21, respectively. The remaining portion of the contribution, approximately $\$ 1.6$ billion, was allocated to reduce the employers' share of the unfunded actuarial obligation of the Defined Benefit Program.

The contribution rates for each program for the year ended June 30, 2021, are presented above, and the District's total contributions were $\$ 36,280,221$.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions
At June 30, 2021, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related state support and the total portion of the net pension liability that was associated with the District were as follows:

The net pension liability was measured as of June 30, 2020. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportions of the net pension liability for the two most recent measurement periods were:

|  | Percentage Share of Risk Pool |  | Change <br> Increase/ <br> (Decrease) |
| :---: | :---: | :---: | :---: |
|  | Fiscal Year Ending June 30, 2021 | $\begin{aligned} & \text { Fiscal Year } \\ & \text { Ending } \\ & \text { June 30, } 2020 \end{aligned}$ |  |
| Measurement Date | June 30, 2020 | June 30, 2019 |  |
| Proportion of the Net Pension Liability | 0.412242\% | 0.398334\% | 0.013908\% |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## NOTE 8 - PENSION PLANS (continued)

## A. California State Teachers' Retirement System (CalSTRS) (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)
For the year ended June 30, 2021, the District recognized pension expense of $\$ 53,886,046$. In addition, the District recognized pension expense and revenue of $\$ 6,439,043$ for support provided by the State. At June 30, 2021, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Pension contributions subsequent to measurement date
Net change in proportionate share of net pension liability
Difference between projected and actual earnings
on pension plan investments
Changes of assumptions
Differences between expected and actual experience

| Deferred Outflows of Resources |  | Deferred Inflows of Resources |  |
| :---: | :---: | :---: | :---: |
| \$ | 36,280,221 | \$ | - |
|  | 19,079,738 |  | 25,743,959 |
|  | 15,285,933 |  | 5,796,122 |
|  | 38,956,867 |  |  |
|  | 704,934 |  | 11,266,573 |
| \$ | 110,307,693 | \$ | 42,806,654 |

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The deferred outflows/(inflows) of resources related to the net change in proportionate share of net pension liability, changes of assumptions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 7 years.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| Year Ended June 30, | Deferred Outflows of Resources |  | Deferred Inflows of Resources |  |
| :---: | :---: | :---: | :---: | :---: |
| 2022 | \$ | 16,918,072 | \$ | 14,582,475 |
| 2023 |  | 20,150,049 |  | 7,994,848 |
| 2024 |  | 21,249,179 |  | 7,289,915 |
| 2025 |  | 8,609,840 |  | 6,989,105 |
| 2026 |  | 3,011,594 |  | 3,523,437 |
| Thereafter |  | 4,088,738 |  | 2,426,874 |
| Total | \$ | 74,027,472 | \$ | 42,806,654 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## NOTE 8 - PENSION PLANS (continued)

## A. California State Teachers' Retirement System (CalSTRS) (continued)

## Actuarial Methods and Assumptions

The total pension liability for the STRP was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2019 and rolling forward the total pension liability to June 30, 2020. In determining the total pension liability, the financial reporting actuarial valuation used the following actuarial methods and assumptions:

Valuation Date<br>Experience Study<br>Actuarial Cost Method<br>Investment Rate of Return<br>Consumer Price of Inflation<br>Wage Growth

June 30, 2019
July 1, 2015 through June 30, 2018
Entry age normal
7.10\%
2.75\%
3.50\%

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among our members. The projection scale was set equal to $110 \%$ of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table issued by the Society of Actuaries.

The long-term investment rate of return assumption was determined using a building-block method in which bestestimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best-estimate ranges were developed using capital market assumptions from CalSTRS investment staff and investment consultants as inputs to the process. The actuarial investment rate of return assumption was adopted by the board in January 2020 in conjunction with the most recent experience study.

For each current and future valuation, CalSTRS' independent consulting actuary (Milliman) reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of expected 20-year geometrically linked real rates of return and the assumed asset allocation for each major asset class as of June 30, 2020, are summarized in the following table:

| Asset Class | Assumed Asset Allocation | Long-Term Expected Real Rate of Return |
| :---: | :---: | :---: |
| Global Equity | 42\% | 4.8\% |
| Fixed Income | 15\% | 3.6\% |
| Real Estate | 13\% | 6.3\% |
| Private Equity | 12\% | 1.3\% |
| Risk Mitigating Strategies | 10\% | 1.8\% |
| Inflation Sensitive | 6\% | 3.3\% |
| Cash/Liquidity | 2\% | (0.4\%) |

# CAPISTRANO UNIFIED SCHOOL DISTRICT 

## NOTE 8 - PENSION PLANS (continued)

## A. California State Teachers' Retirement System (CalSTRS) (continued)

## Discount Rate

The discount rate used to measure the total pension liability was $7.10 \%$, which was unchanged from prior fiscal year. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers are made at statutory contribution rates in accordance with the rate increases. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return of $7.10 \%$ and assume that contributions, benefit payments and administrative expenses occur midyear. Based on those assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

| Discount Rate |  | Net Pension <br> Liability |  |
| ---: | :--- | :--- | :---: |
| $1 \%$ decrease $(6.10 \%)$ |  | $603,588,219$ <br>  <br> Current discount rate $(7.10 \%)$ <br> $1 \%$ increase $(8.10 \%)$ |  |
|  | $399,499,582$ |  |  |
|  |  | $230,995,672$ |  |

## On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS pursuant to Sections 22954 and 22955.1 of the Education Code and Public Resources Code Section 6217.5. In addition, California Senate Bill No. 90 (SB 90) was signed into law on June 27, 2019, and appropriated supplemental contributions. Under accounting principles generally accepted in the United States of America, these amounts are reported as revenues and expenditures in the fund financial statements. The total amount recognized by the District for its proportionate share of the State's on-behalf contributions is $\$ 23,306,541$.

## B. California Public Employees Retirement System (CaIPERS)

## Plan Description

Qualified employees are eligible to participate in the Schools Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2019 annual actuarial valuation report, Schools Pool Accounting Report. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at: https://www.calpers.ca.gov/page/employers/actuarial-resources/gasb.

# CAPISTRANO UNIFIED SCHOOL DISTRICT 

## NOTE 8 - PENSION PLANS (continued)

## B. California Public Employees Retirement System (CalPERS) (continued)

## Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor, and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2021, are summarized as follows:

|  | Schools Pool (CalPERS) |  |
| :--- | :---: | :---: |
|  | On or before | On or after |
| Hire Date | December 31, 2012 | January 1,2013 |
| Benefit Formula | $2 \%$ at 55 | $2 \%$ at 62 |
| Benefit Vesting Schedule | 5 years of service | 5 years of service |
| Benefit Payments | Monthly for life | Monthly for life |
| Retirement Age | 55 | 62 |
| Monthly Benefits as a Percentage of Eligible Compensation | $2.0-2.5 \%$ | $2.0-2.5 \%$ |
| Required Employee Contribution Rate | $7.00 \%$ | $7.00 \%$ |
| Required Employer Contribution Rate | $20.70 \%$ | $20.70 \%$ |

## Contributions

The benefits for the defined benefit pension plans are funded by contributions from members, employers, nonemployers, and earnings from investments. Member and employer contributions are a percentage of applicable member compensation. Member contribution rates are defined by law and depend on the respective employer's benefit formulas. In some circumstances, contributions are made by the employer to satisfy member contribution requirements. Member and employer contribution rates are determined by periodic actuarial valuations or by state statute. Actuarial valuations are based on the benefit formulas and employee groups of each employer. Nonemployer contributions are not expected each year, but when provided they are accrued for. The contribution rates are expressed as a percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2021 are presented above, and the total District contributions were $\$ 15,416,111$.

## NOTE 8 - PENSION PLANS (continued)

## B. California Public Employees Retirement System (CalPERS) (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions
As of June 30, 2021, the District reported net pension liabilities for its proportionate share of the CalPERS net pension liability totaling $\$ 146,964,918$. The net pension liability was measured as of June 30, 2020. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. The District's proportions of the net pension liability for the two most recent measurement periods were:

|  | Percentage Share of Risk Pool |  | Change <br> Increase/ <br> (Decrease) |
| :---: | :---: | :---: | :---: |
|  | Fiscal Year Ending June 30, 2021 | Fiscal Year Ending June 30, 2020 |  |
| Measurement Date | June 30, 2020 | June 30, 2019 |  |
| Proportion of the Net Pension Liability | 0.478977\% | 0.482344\% | -0.003367\% |

For the year ended June 30, 2021, the District recognized pension expense of $\$ 25,428,462$. At June 30, 2021, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

## Pension contributions subsequent to measurement date

Net change in proportionate share of net pension liability
Difference between projected and actual earnings
on pension plan investments
Changes of assumptions
Differences between expected and actual experience

| Deferred Outflows of Resources |  | Deferred Inflows of Resources |  |
| :---: | :---: | :---: | :---: |
| \$ | 15,416,111 | \$ | - |
|  | 33,569 |  | 1,854,011 |
|  | 6,732,997 |  | 3,673,655 |
|  | 538,926 |  | - |
|  | 7,289,009 |  | - |
| \$ | 30,010,612 | \$ | 5,527,666 |

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The deferred outflows/(inflows) of resources related to the net change in proportionate share of net pension liability, changes of assumptions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 4.1 years.

## NOTE 8 - PENSION PLANS (continued)

## B. California Public Employees Retirement System (CalPERS) (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)
Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| Year Ended June 30, | Deferred Outflows of Resources |  | Deferred Inflows of Resources |  |
| :---: | :---: | :---: | :---: | :---: |
| 2022 | \$ | 6,712,145 | \$ | 3,974,309 |
| 2023 |  | 3,954,475 |  | 1,033,230 |
| 2024 |  | 2,466,978 |  | 279,429 |
| 2025 |  | 1,460,903 |  | 219,422 |
| 2026 |  | - |  | 21,276 |
| Thereafter |  | - |  | - |
| Total | \$ | 14,594,501 | \$ | 5,527,666 |

## Actuarial Methods and Assumptions

Total pension liability for the Schools Pool was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2019 and rolling forward the total pension liability to June 30, 2020. The financial reporting actuarial valuation as of June 30, 2019 used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date<br>Experience Study<br>Actuarial Cost Method<br>Discount Rate<br>Consumer Price of Inflation<br>Wage Growth

June 30, 2019
1997-2015
Entry age normal
7.15\%
2.50\%

Varies by entry age and service

Post-retirement mortality rates are based on CalPERS experience and include 15 years of projected ongoing mortality improvement using 90 percent of Scale MP 2016 published by the Society of Actuaries. These tables are used to estimate the value of benefits expected to be paid for service and disability retirements. For disability retirements, impaired longevity is recognized by a separate table.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical and forecasted information for all the funds' asset classes, expected compound (geometric) returns were calculated over the short term (first 10 years) and the long term (11+ years) using a building-block approach. Using the expected nominal returns for both short term and long term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long- term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## NOTE 8 - PENSION PLANS (continued)

## B. California Public Employees Retirement System (CalPERS) (continued)

Actuarial Methods and Assumptions (continued)
The target asset allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

| Asset Class | Assumed Asset <br> Allocation |  | Real Return <br> Years 1-10 |  | Real Return <br> Years 11+ |
| :--- | :---: | :---: | :---: | :---: | :---: |
| Global Equity | $50 \%$ | $4.80 \%$ |  | $5.98 \%$ |  |
| Fixed Income | $28 \%$ |  | $1.00 \%$ |  | $2.62 \%$ |
| Inflation Assets | $0 \%$ |  | $0.77 \%$ |  | $1.81 \%$ |
| Private Equity | $8 \%$ |  | $6.30 \%$ |  | $7.23 \%$ |
| Real Assets | $13 \%$ |  | $3.75 \%$ |  | $4.93 \%$ |
| Liquidity | $1 \%$ | $0.00 \%$ |  | $(0.92 \%)$ |  |

## Discount Rate

The discount rate used to measure the total pension liability was $7.15 \%$. The discount rate is not adjusted for administrative expenses. The fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return for the pension plan's investments was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

| Discount Rate | Net Pension |  |
| :---: | :---: | :---: |
|  |  | bility |
| 1\% decrease (6.15\%) | \$ | 211,288,870 |
| Current discount rate (7.15\%) |  | 146,964,918 |
| 1\% increase (8.15\%) |  | 93,579,267 |

## C. Public Agency Retirement System (PARS)

As established by Federal law, all public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) must be covered by social security or an alternative plan. The District has elected to use PARS as its alternative plan.

## D. Payables to the Pension Plans

At June 30, 2021, the District reported payables of $\$ 2,228,077$ and $\$ 2,405,675$ for the outstanding amount of legally required contributions to the CalSTRS and CalPERS pension plans, respectively, for the fiscal year ended June 30, 2021.

# CAPISTRANO UNIFIED SCHOOL DISTRICT 

Notes to Financial Statements
June 30, 2021

## NOTE 9 - JOINT VENTURES

The District is a member of ASCIP public entity risk pool, College and Career Advantage (CCA), Orange County Special Education Legal Alliance (OCSELA), and Ed Tech joint powers authorities (JPAs). Payments for the District's regional occupational program and special education legal services are paid to the JPAs. The District pays an annual premium to ASCIP for its property and liability and excess liability coverage. The relationships between the District, the pools, and the JPAs are such that they are not component units of the District for financial reporting purposes. These entities have budgeting and financial reporting requirements independent of member units and their financial statements are not presented.

## NOTE 10 - COMMITMENTS AND CONTINGENCIES

## A. State and Federal Allowances, Awards, and Grants

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

## B. Construction Commitments

As of June 30, 2021, the District had commitments with respect to unfinished capital projects of approximately $\$ 10.9$ million.

## C. Litigation

The District is involved in certain legal matters that arose out of the normal course of business. The District has not accrued a liability for any potential litigation against it because it does not meet the criteria to be considered a liability at June 30, 2021.

## NOTE 11 - RISK MANAGEMENT

## Property and Liability

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. During fiscal year ending June 30, 2016, the District contracted with Alliance of Schools Cooperative Insurance Programs (ASCIP) for property and liability insurance coverage. Excess liability coverage is obtained through participation in Schools Excess Liability Fund (SELF) (through ASCIP). Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year. In addition, property and liability claims for which the District retains the risk of loss (claims below the District's retained limits), are administered by the Self- Insurance Fund.

## Workers' Compensation

Beginning in 2009, the District has established a fund to self-insure itself for workers' compensation coverage. The workers' compensation experience of the District was calculated and applied to a premium rate, which was utilized to charge funds for the administration of the program. Excess liability coverage for workers' compensation claims is provided through the purchase of commercial insurance.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements
June 30, 2021

## NOTE 11 - RISK MANAGEMENT (continued)

## Employee Medical Benefits

The District has contracted with the Metropolitan Employee Benefit Association (MEBA), an employee/employer benefits trust to provide employee medical and surgical benefits. MEBA obtains benefit programs on behalf of the District through the purchase of commercial insurance. Rates are set through an annual calculation process. The District pays a monthly contribution, which is placed in a common fund from which claim payments are made for all participating districts.

## Claims Liabilities

The District records an estimated liability for indemnity torts and other claims against the District. Claims liabilities are based on estimates of the ultimate cost of reported claims (including future claim adjustment expenses) and an estimate for claims incurred, but not reported based on historical experience.

## Unpaid Claims Liabilities

The District establishes a liability for both reported and unreported events, which includes estimates of both future payments of losses and related claim adjustment expenses. The following represent the changes in approximate aggregate liabilities for the District from July 1, 2019 to June 30, 2021:

Liability Balance, July 1, 2019
Claims and changes in estimates
Claims payments
Liability Balance, June 30, 2020
Claims and changes in estimates
Claims payments
Liability Balance, June 30, 2021

Assets available to pay claims at June 30, 2021

| Workers' Compensation |  | Property and Liability |  | Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| \$ | 13,625,638 | \$ | 882,836 | \$ | 14,508,474 |
|  | 5,331,043 |  | 343,715 |  | 5,674,758 |
|  | $(4,463,866)$ |  | $(383,993)$ |  | $(4,847,859)$ |
|  | 14,492,815 |  | 842,558 |  | 15,335,373 |
|  | 9,727,849 |  | 121,456 |  | 9,849,305 |
|  | (6,538,836) |  | $(221,195)$ |  | $(6,760,031)$ |
| \$ | 17,681,828 | \$ | 742,819 | \$ | 18,424,647 |
| \$ | 18,261,454 | \$ | 1,733,438 | \$ | 19,994,892 |

## NOTE 12 - ADJUSTMENTS FOR RESTATEMENT

The District has made the following adjustments for restatements:

|  | Statement of Activities |  | Statement of Revenues, Expenditures, and Changes in Fund Balances |  |
| :---: | :---: | :---: | :---: | :---: |
| Associated Student Body (ASB) funds, as a result of the implementation of GASB Statement No. 84 | \$ | 5,027,436 | \$ | 5,027,436 |
| Adjustments to capital assets and depreciation |  | $(5,591,018)$ |  | - |
| Total adjustments for restatements | \$ | $(563,582)$ | \$ | 5,027,436 |

## Required Supplementary Information

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## CAPISTRANO UNIFIED SCHOOL DISTRICT

Budgetary Comparison Schedule - General Fund
For the Fiscal Year Ended June 30, 2021

|  | Budgeted Amounts |  |  |  | Actual <br> (Budgetary Basis) |  | Variance with Final Budget Pos (Neg) |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Original |  | Final |  |  |  |  |  |
| Revenues |  |  |  |  |  |  |  |  |
| LCFF Sources | \$ | 379,026,102 | \$ | 409,784,475 | \$ | 409,912,093 | \$ | 127,618 |
| Federal |  | 19,277,721 |  | 60,517,878 |  | 35,407,113 |  | $(25,110,765)$ |
| Other State |  | 69,358,633 |  | 120,681,244 |  | 99,482,392 |  | $(21,198,852)$ |
| Other Local |  | 6,651,600 |  | 7,187,988 |  | 7,977,695 |  | 789,707 |
| Total Revenues |  | 474,314,056 |  | 598,171,585 |  | 552,779,293 |  | $(45,392,292)$ |
| Expenditures |  |  |  |  |  |  |  |  |
| Current: |  |  |  |  |  |  |  |  |
| Certificated Salaries |  | 230,537,467 |  | 232,151,223 |  | 231,212,805 |  | 938,418 |
| Classified Salaries |  | 77,870,177 |  | 83,875,736 |  | 82,470,038 |  | 1,405,698 |
| Employee Benefits |  | 142,910,353 |  | 143,086,232 |  | 142,177,962 |  | 908,270 |
| Books and Supplies |  | 22,471,435 |  | 31,956,894 |  | 21,162,950 |  | 10,793,944 |
| Services and Other Operating Expenditures |  | 45,403,901 |  | 49,265,988 |  | 49,102,033 |  | 163,955 |
| Transfers of indirect costs |  | $(659,700)$ |  | $(251,827)$ |  | $(509,679)$ |  | 257,852 |
| Capital Outlay |  | 2,882,568 |  | 2,731,038 |  | 3,033,343 |  | $(302,305)$ |
| Other Outgo |  | 13,446,369 |  | 8,243,641 |  | 7,734,527 |  | 509,114 |
| Total Expenditures |  | 534,862,570 |  | 551,058,925 |  | 536,383,979 |  | 14,674,946 |
| Excess (Deficiency) of Revenues |  |  |  |  |  |  |  |  |
| Over (Under) Expenditures |  | (60,548,514) |  | 47,112,660 |  | 16,395,314 |  | (30,717,346) |
| Other Financing Sources and Uses |  |  |  |  |  |  |  |  |
| Interfund Transfers Out |  | - |  | $(1,369,571)$ |  | (1,369,571) |  | - |
| Total Other Financing Sources and Uses |  | - |  | $(1,369,571)$ |  | $(1,369,571)$ |  | - |
| Excess (Deficiency) of Revenues and Other |  |  |  |  |  |  |  |  |
| Financing Sources Over (Under) |  |  |  |  |  |  |  |  |
| Expenditures and Other Financing Uses |  | (60,548,514) |  | 45,743,089 |  | 15,025,743 |  | (30,717,346) |
| Fund Balance, July 1, 2020 |  | 77,255,821 |  | 82,173,048 |  | 82,173,048 |  | - |
| Fund Balance, June 30, 2021 | \$ | 16,707,307 | \$ | 127,916,137 |  | 97,198,791 | \$ | $(30,717,346)$ |

Other Fund Balances included in the Statement of Revenues, Expenditures and Changes in Fund Balances:

| Deferred Maintenance Fund | $2,093,329$ |
| ---: | ---: |
| Special Reserve Fund for Postemployment Benefits | 84,832 |

Total reported General Fund balance on the Statement of Revenues, Expenditures and Changes in Fund Balances: $\qquad$
Caplstrano unfied school dittrict
Schedule of Proportionate Share of the Net Pension Liability
For the Fiscal Year Ended June 30, 2021

|  |  | 2019-20 |  | st Ten Fiscal Y 2018-19 |  | 2017-18 |  | 2016-17 |  | 2015-16 |  | 2014-15 |  | 2013-14 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CalSTRS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| District's proportion of the net pension liability |  | 0.4122\% |  | 0.3983\% |  | 0.4133\% |  | 0.4079\% |  | 0.4388\% |  | 0.4440\% |  | 0.4240\% |
| District's proportionate share of the net pension liability | \$ | 399,499,582 | \$ | 359,759,487 | \$ | 379,812,952 | \$ | 377,224,419 | \$ | 355,067,590 | \$ | 299,046,251 | \$ | 247,568,061 |
| State's proportionate share of the net pens ion liability associated with the District |  | 205,942,081 |  | 196,272,818 |  | 217,460,679 |  | 223,162,780 |  | 202,163,405 |  | 158,162,077 |  | 149,493,785 |
| Totals | \$ | 605,441,663 | \$ | 556,032,305 | \$ | 597,273,631 | \$ | 600,387,199 | \$ | 557,230,995 | \$ | 457,208,328 | \$ | 397,061,846 |
| District's covered-employee payroll | \$ | 221,697,181 | \$ | 214,070,817 | \$ | 219,929,640 | \$ | 215,595,715 | \$ | 218,549,935 | \$ | 203,198,773 | \$ | 190,051,460 |
| District's proportionate share of the net pension liability as a percentage of its covered-employee payroll |  | 180.20\% |  | 168.06\% |  | 172.70\% |  | 174.97\% |  | 162.47\% |  | 147.17\% |  | 130.26\% |
| Plan fiduciary net position as a percentage of the total pension liability |  | 72\% |  | 73\% |  | 71\% |  | 69\% |  | 70\% |  | 74\% |  | 77\% |
| CalPERS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| District's proportion of the net pension liability |  | 0.4790\% |  | 0.4823\% |  | 0.4836\% |  | 0.4832\% |  | 0.5021\% |  | 0.4863\% |  | 0.4712\% |
| District's proportionate share of the net pension liability | \$ | 146,964,918 | \$ | 140,575,475 | \$ | 128,938,817 | \$ | 115,359,933 | \$ | 99,165,061 | \$ | 71,675,424 | \$ | 53,496,722 |
| District's covered-employee payroll | \$ | 68,360,940 | \$ | 65,678,779 | \$ | 65,083,027 | \$ | 61,338,126 | \$ | 59,496,894 | \$ | 53,396,092 | \$ | 49,422,822 |
| District's proportionate share of the net pension liability as a percentage of its covered-employee payroll |  | 214.98\% |  | 214.03\% |  | 198.11\% |  | 188.07\% |  | 166.67\% |  | 134.23\% |  | 108.24\% |
| Plan fiduciary net position as a percentage of the total pension liability |  | 70\% |  | 70\% |  | 71\% |  | 72\% |  | 74\% |  | 79\% |  | 83\% |
| * This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| See accompanying notes to required supplement | , | mation. |  |  |  |  |  |  |  |  |  |  |  | 64 |

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2014-15
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CAPISTRANO UNIFIED SCHOOL DISTRICT Schedule of Pension Contributions
For the Fiscal Year Ended June 30, 2021
Contributions as a percentage of covered-employee payroll

$$
\begin{array}{ll} 
& \mathbf{2 0 2 0 - 2 1} \\
\hline & \\
\$ & 36,280,221 \\
& 36,280,221 \\
\hline \$ & - \\
\hline & \$ 224,645,334 \\
\hline & 16.15 \% \\
\hline & \\
\hline
\end{array}
$$

$$
\begin{array}{cc}
\$ & 15,416,111 \\
& 15,416,111 \\
\hline \$ & - \\
\hline \hline \$ & 74,473,966 \\
\hline & 20,700 \% \\
\hline
\end{array}
$$

$$
-\frac{2019-20}{}
$$

$$
\$ \quad 37,910,218
$$

$$
\begin{gathered}
\$ 37,910,18 \\
\\
37,910,218
\end{gathered}
$$

$$
\begin{array}{cr}
\$ & 13,481,461 \\
& 13,481,461 \\
\hline \$ & - \\
\hline \hline \$ & 68,360,940 \\
\hline & 19,721 \% \\
\hline
\end{array}
$$

$$
\begin{aligned}
& 34,850,729 \\
& \hline \$ \quad . \\
& \hline \hline
\end{aligned}
$$



$$
\begin{aligned}
& 2016-17 \\
& \hline
\end{aligned}
$$


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## CalPers



$$
\$ \quad 214,070,817
$$

## CalSTRS

$$
\begin{array}{cr}
\$ & 11,862,901 \\
& 11,862,901 \\
\hline \$ & - \\
\hline \hline \$ & 65,678,780 \\
\hline & 18,062 \% \\
\hline
\end{array}
$$

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\begin{aligned}
& \\
& \hline
\end{aligned}
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$$
\begin{aligned}
& \$ \quad 219,929,640 \\
& \hline
\end{aligned}
$$

\$ 27,121,941

$$
\begin{aligned}
& \text { 27,121,941 } \\
& \hline \$ \quad . \\
& \hline
\end{aligned}
$$

$$
\begin{array}{cr}
\$ & 18,044,051 \\
& 18,044,051 \\
\hline \$ & - \\
\hline
\end{array}
$$

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$$

$$
\begin{aligned}
& \text { 106'298'II } \$ 8 \\
& \hline
\end{aligned}
$$

CAPISTRANO UNIFIED SCHOOL DISTRICT
Schedule of Changes in the District's Total OPEB Liability and Related Ratios For the Fiscal Year Ended June 30, 2021


| $\mathbf{2 0 1 7 - 1 8}$ |  |
| :--- | ---: |
| $\$$ | $5,473,982$ |
|  | $3,366,886$ |
|  | - |
|  | $1,110,160$ |
| $(3,873,541)$ |  |
|  | $6,077,487$ |
|  | $104,016,090$ |
| $\$$ | $110,093,577$ |
|  |  |
|  | $232,033,828$ |


| $\mathbf{2 0 1 8 - 1 9}$ |  |
| :--- | ---: |
| $\$$ | $5,093,384$ |
| $3,342,294$ |  |
|  | - |
|  | $1,415,125$ |
| $(6,103,698)$ |  |
|  | $3,747,105$ |
|  | $110,093,577$ |
| $\$$ | $113,840,682$ |
|  |  |
|  |  |

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* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.
CAPISTRANO UNIFIED SCHOOL DISTRICT
Schedule of the District's Proportionate Share of the Net OPEB Liability - MPP Program For the Fiscal Year Ended June 30, 2021
District's net OPEB liability as a percentage of covered-
District's proportion of net OPEB liability
District's proportionate share of net OPEB liability
Covered-employee payroll
Notes to Schedule:
As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP Program; therefore, the covered payroll disclosure
is not applicable.
* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.


# CAPISTRANO UNIFIED SCHOOL DISTRICT 

Notes to the Required Supplementary Information
For the Fiscal Year Ended June 30, 2021

## NOTE 1 - PURPOSE OF SCHEDULES

## Budgetary Comparison Schedule

The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board and provisions of the California Education Code. The governing board is required to hold a public hearing and adopt an operating budget no later than July 1 of each year. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoptions with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for.

This schedule presents information for the original and final budgets and actual results of operations, as well as the variances from the final budget to actual results of operations.

## Schedule of the District's Proportionate Share of the Net Pension Liability

This schedule presents information on the District's proportionate share of the net pension liability (NPL), the plans' fiduciary net position and, when applicable, the State's proportionate share of the NPL associated with the District. In the future, as data becomes available, ten years of information will be presented.

Change in benefit terms - There were no changes in benefit terms since the previous valuations for both CalSTRS and CalPERS.

Change of assumptions - There were no changes in economic assumptions since the previous valuations for either CalSTRS or CalPERS.

## Schedule of District Contributions

This schedule presents information on the District's required contribution, the amounts actually contributed, and any excess or deficiency related to the required contribution. In the future, as data becomes available, ten years of information will be presented.

## Schedule of Changes in the District's Total OPEB Liability and Related Ratios

This schedule presents information on the District's changes in the total OPEB liability, including beginning and ending balances, and the total OPEB liability. In the future, as data becomes available, ten years of information will be presented.

Change in benefit terms - There were no changes in benefit terms since the previous valuation.
Change of assumptions - Liability changes resulting from changes in economic and demographic assumptions are deferred based on the average working life. The discount rate was changed from 2.66 percent to 2.18 percent since the previous valuation.

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> Notes to the Required Supplementary Information <br> For the Fiscal Year Ended June 30, 2021 

## NOTE 1 - PURPOSE OF SCHEDULES (continued)

Schedule of the District's Proportionate Share of the Net OPEB Liability - MPP Program
This schedule presents information on the District's proportionate share of the net OPEB liability - MPP Program and the plans' fiduciary net position. In the future, as data becomes available, ten years of information will be presented.

Change in benefit terms - There were no changes in benefit terms since the previous valuation.
Change of assumptions - The discount rate was changed from 3.50 percent to 2.21 percent since the previous valuation.
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## Supplementary Information

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## CAPISTRANO UNIFIED SCHOOL DISTRICT

Local Educational Agency Organization Structure
June 30, 2021
The Capistrano Unified School District was unified in 1965 under the laws of the State of California. The District encompasses 200 square miles in seven cities and a portion of the unincorporated portion of Orange County. The District includes all or a part of the cities of San Clemente, Dana Point, San Juan Capistrano, Laguna Niguel, Aliso Viejo, Mission Viejo and Rancho Santa Margarita, and the communities of Las Flores, Coto de Caza, Dove Canyon, Ladera Ranch, Sendero/Rancho Mission Viejo, and Wagon Wheel. The District operates 33 elementary schools, 10 middle schools, 2 grades K-8 schools, 6 comprehensive high schools, 5 charter schools, and 8 alternative schools/programs. There were no boundary changes during the year.

|  | BOARD OF TRUSTEES |  |
| :---: | :---: | :---: |
| Member | Office | Term Expires |
| Judy Bullockus | President | 2022 |
| Krista Castellanos | Vice President | 2024 |
| Gila Jones | Clerk | 2022 |
| Pamela Braunstein | Member | 2024 |
| Lisa Davis | Member | 2024 |
| Amy Hanacek | Member | 2024 |
| Martha McNicholas | Member | 2022 |

DISTRICT ADMINISTRATORS
Kirsten M. Vital Brulte,
Superintendent
Clark Hampton,
Deputy Superintendent, Business and Support Services
Tim Brooks,
Associate Superintendent, Human Resource Services
Dr. Gregory Merwin,
Associate Superintendent, Education and Support Services
Dr. Cary Johnson,
Assistant Superintendent, Education and Support Services
Clint Collins,
Interim Assistant Superintendent, SELPA, Special Education Services
Brad Shearer,
Assistant Superintendent, School Leadership \& Instruction, Elementary
Dr. Dave Stewart, Assistant Superintendent, School Leadership \& Instruction, Elementary

Jennifer Smalley, Assistant Superintendent, School Leadership \& Instruction, Secondary

Philippa Townsend, Assistant Superintendent, Fiscal Services

Robert Miller, Assistant Superintendent, Human Resource Services, Preschool to Grade 5

Rich Montgomery,
Assistant Superintendent, Human Resource Services, Grades 6-12, K-8, Alternative Education

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Schedule of Instructional Time

For the Fiscal Year Ended June 30, 2021

|  | Number of Instructional Days |  |  |  |
| :--- | :---: | :---: | :---: | :---: |
| Grade Level | Credited Days From <br> J-13A Waivers |  |  | Total |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Schedule of Financial Trends and Analysis
For the Fiscal Year Ended June 30, 2021

| (Budget) |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Revenues and other financing sources | \$ | 612,670,563 | \$ | 552,779,293 | \$ | 519,808,741 | \$ | 535,642,790 |
| Expenditures and other financing uses |  | 591,410,151 |  | 537,753,550 |  | 525,880,424 |  | 515,149,410 |
| Change in fund balance (deficit) |  | 21,260,412 |  | 15,025,743 |  | $(6,071,683)$ |  | 20,493,380 |
| Ending fund balance | \$ | 118,459,203 | \$ | 97,198,791 | \$ | 82,173,048 | \$ | 88,244,731 |
| Available reserves ${ }^{1}$ | \$ | 71,044,749 | \$ | 54,470,768 | \$ | 50,625,569 | \$ | 50,865,384 |
| Available reserves as a percentage of total outgo |  | 12.0\% |  | 10.1\% |  | 9.6\% |  | 9.9\% |
| Total long-term debt | \$ | 738,485,970 | \$ | 748,219,392 | \$ | 697,940,054 | \$ | 720,099,872 |
| Average daily attendance at P-2 |  | 44,604 |  | N/A |  | 44,504 |  | 45,165 |

The General Fund balance has increased by $\$ 8.95$ million over the past two years. The fiscal year 2021-22 adopted budget projects an increase of $\$ 21.3$ million. For a district of this size, the state recommends available reserves of at least $2 \%$ of total general fund expenditures, transfers out, and other uses (total outgo).

The District has incurred an operating deficit in one of the past three years, and anticipates incurring an operating surplus during the 2021-22 fiscal year. Long-term debt has increased by $\$ 28.1$ million over the past two years.

No average daily attendance was reported in 2020-21. Projected ADA in 2021-22 is 44,604.
${ }^{1}$ Available reserves consist of all unassigned fund balances in the General Fund.
${ }^{2}$ Revised budget September, 2021.
${ }^{3}$ The actual amounts reported in this schedule are for the General Fund only, and do not agree with the amounts reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances because the amounts on that schedule include the financial activity of the Deferred Maintenance Fund and the Special Reserve Fund for Postemployment Benefits, in accordance with the fund type definitions promulgated by GASB Statement No. 54.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements For the Fiscal Year Ended June 30, 2021

|  | General Fund |  | Capital Project Fund Blended for Component Units* |  |
| :---: | :---: | :---: | :---: | :---: |
| June 30, 2021, annual financial and budget report (SACS) fund balance | \$ | 110,932,784 | \$ | - |
| Adjustments and reclassifications: |  |  |  |  |
| Increasing (decreasing) the fund balance: |  |  |  |  |
| Investments |  | - |  | 12,625,412 |
| Accounts receivable |  | $(13,733,993)$ |  | 62 |
| Accounts payable |  | - |  | $(389,416)$ |
| Net adjustments and reclassifications |  | $(13,733,993)$ |  | 12,236,058 |
| June 30, 2021, audited financial statement fund balance | \$ | 97,198,791 | \$ | 12,236,058 |

*Capital Project Fund for Blended Component Units is to account for capital projects activity related to the community facilities districts (CFDs), which are considered component units of the school district and are disclosed as non-obligatory debt. The activity for this fund is not reported in the Standardized Account Code Structure software submitted to the CDE.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Schedule of Charter Schools
For the Fiscal Year Ended June 30, 2021

| Charter School |  |  |
| :---: | :---: | :---: |
| Name | Number | $\qquad$ |
| Journey | 0294 | Not included |
| Opportunities for Learning - Capistrano | 0463 | Not included |
| California Connections Academy Southern California | 0664 | Not included |
| Community Roots Academy | 1274 | Not included |
| Oxford Preparatory Academy - South Orange County | 1324 | Not included |
| OCASA College Prep | 2084 | Not included |

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2021


[^15]
## CAPISTRANO UNIFIED SCHOOL DISTRICT

Note to the Supplementary Information
June 30, 2021

## NOTE 1 - PURPOSE OF SCHEDULES

## Schedule of Instructional Time

This schedule presents information on the number of instructional days offered by the District and whether the District complied with Article 8 (commencing with Section 46200) of Chapter 2 Part 26 of the Education Code.

## Schedule of Financial Trends and Analysis

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

## Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Unaudited Actual financial report to the audited financial statements.

## Schedule of Charter Schools

This schedule lists all charter schools chartered by the District, and displays information for each charter school and whether or not the charter school is included in the District audit.

## Schedule of Expenditures of Federal Awards

The schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements. The District did not elect to use the ten percent de minimis indirect cost rate.
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## Other Independent Auditors' Reports

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# INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS 

Board of Trustees
Capistrano Unified School District
San Juan Capistrano, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Capistrano Unified School District as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise Capistrano Unified School District's basic financial statements, and have issued our report thereon dated November 30, 2021.

## Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Capistrano Unified School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Capistrano Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Capistrano Unified School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether Capistrano Unified School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
Niger , Nigh, Pc

Murrieta, California
November 30, 2021

A Professional Accountancy Corporation

# INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE 

Board of Trustees<br>Capistrano Unified School District<br>San Juan Capistrano, California

## Report on Compliance for Each Major Federal Program

We have audited Capistrano Unified School District's compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of Capistrano Unified School District's major federal programs for the year ended June 30, 2021. Capistrano Unified School District's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

## Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

## Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Capistrano Unified School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Capistrano Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Capistrano Unified School District's compliance.

## Opinion on Each Major Federal Program

In our opinion, Capistrano Unified School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

## Report on Internal Control Over Compliance

Management of Capistrano Unified School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Capistrano Unified School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.


Murrieta, California
November 30, 2021

A Professional Accountancy Corporation

## INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Trustees<br>Capistrano Unified School District<br>San Juan Capistrano, California

## Report on State Compliance

We have audited Capistrano Unified School District's compliance with the types of compliance requirements described in the 2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting that could have a direct and material effect on each of the Capistrano Unified School District's state government programs as noted on the following page for the fiscal year ended June 30, 2021.

## Management's Responsibility

Management is responsible for compliance with state laws, regulations, and the terms and conditions of its State programs.

## Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Capistrano Unified School District's state programs based on our audit of the types of compliance requirements referred to on the following page. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the 2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to on the following page that could have a direct and material effect on a state program occurred. An audit includes examining, on a test basis, evidence about Capistrano Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state program. However, our audit does not provide a legal determination of Capistrano Unified School District's compliance.

In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with the State laws and regulations applicable to the following items:

| Description |  | Procedures <br> Performed |
| :--- | :--- | :---: |
| Local Education Agencies Other Than Charter Schools: |  |  |
| Attendance and Distance Learning |  | Yes |
| Teacher Certification and Misassignments | Yes |  |
| Kindergarten Continuance | Yes |  |
| Instructional Time | Yes |  |
| Instructional Materials | Yes |  |
| Ratio of Administrative Employees to Teachers | Yes |  |


| Description |  | Procedures <br> Performed |
| :--- | :--- | :---: |
| Classroom Teacher Salaries |  | Yes |
| Early Retirement Incentive |  | Not Applicable |
| Fan Limit Calculation |  | Yes |
| School Accountability Report Card |  | Yes |
| K-3 Grade Span Adjustment |  | Yes |
| Apprenticeship: Related and Supplemental Instruction |  | Not Applicable |
| Comprehensive School Safety Plan |  | Yes |
| District of Choice |  | Not Applicable |
| School Districts, County Offices of Education, and Charter Schools: |  | Not Applicable |
| California Clean Energy Jobs Act |  | Yes |
| Proper Expenditure of Education Protection Account Funds |  | Yes |
| Unduplicated Local Control Funding Formula Pupil Counts |  | Not Applicable |
| Charter Schools: |  | Not Applicable |
| Independent Study - Course Based |  | Not Applicable |
| Attendance |  | Not Applicable |
| Mode of Instruction |  | Not Applicable |
| Nonclassroom-Based Instruction/Independent Study |  | Not Applicable |

## Unmodified Opinion on Compliance with State Programs

In our opinion, Capistrano Unified School District complied, in all material respects, with the types of compliance requirements referred to above for the year ended June 30, 2021.
Niger \& Vigo, Pc

Murrieta, California
November 30, 2021

Schedule of Findings and Questioned Costs
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## CAPISTRANO UNIFIED SCHOOL DISTRICT

Summary of Auditors' Results
For the Fiscal Year Ended June 30, 2021

## Financial Statements

Type of auditors' report issued
Internal control over financial reporting:
Material weakness(es) identified?
Significant deficiency(s) identified not considered to be material weaknesses?
Noncompliance material to financial statements noted?

## Federal Awards

Internal control over major programs:
Material weakness(es) identified?
Significant deficiency(s) identified not considered to be material weaknesses?
$\qquad$
$\qquad$
Type of auditors' report issued on compliance for major programs:

| Unmodified |
| :---: |
| No |
| None reported |
| No |

Unmodified in accordance with Uniform Guidance Sec. 200.516 (a)?
Any audit findings disclosed that are required to be reported

Identification of major programs:
Assitance Listing


## State Awards

Type of auditors' report issued on compliance for state programs:

## CAPISTRANO UNIFIED SCHOOL DISTRICT

Financial Statement Findings
For the Fiscal Year Ended June 30, 2021

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with Government Auditing Standards. Pursuant to Assembly Bill (AB) 3627, all audit findings must be identified as one or more of the following categories:

| Five Digit Code |  | AB 3627 Finding Types |
| :---: | :--- | :--- |
|  |  |  |
| 20000 |  | Attendance |
| 30000 |  | Inventory of Equipment |
| 40000 |  | Internal Control |
| 42000 |  | State Compliance |
| 43000 |  | Charter School Facilities Programs |
| 50000 |  | Federal Compliance |
| 60000 |  | Miscellaneous |
| 61000 |  | Classroom Teacher Salaries |
| 62000 |  | Local Control Accountability Plan |
| 70000 |  | Instructional Materials |
| 71000 |  | Teacher Misassignments |
| 72000 |  | School Accountability Report Card |

There were no financial statement findings in 2020-21.

# CAPISTRANO UNIFIED SCHOOL DISTRICT 

Federal Award Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2021

This section identifies the audit findings required to be reported by the Uniform Guidance, Section 200.516 (e.g., significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs).

There were no federal award findings or questioned costs in 2020-21.

# CAPISTRANO UNIFIED SCHOOL DISTRICT 

State Award Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2021

This section identifies the audit findings pertaining to noncompliance with state program rules and regulations.

There were no state award findings or questioned costs in 2020-21.
CAPISTRANO UNIFIED SCHOOL DISTRICT Summary Schedule of Prior Audit Findings
For the Fiscal Year Ended June 30, 2021
Page 103 of 105
Current Status
Implemented

$$
\begin{aligned}
& \text { Recommendation } \\
& \hline \text { We recommend that the District work with the Child Nutrition } \\
& \text { Services department to update the CALPADS system once all } \\
& \text { applications are received. Although there is a grace period } \\
& \text { recognized at a local level, the District should update CALPADS } \\
& \text { retroactively to reflect the current year application information in } \\
& \text { the reporting software. We also recommend that procedures are } \\
& \text { established to ensure that the student information system which is } \\
& \text { used for CALPADS reporting, is updated to reflect the changes } \\
& \text { made in the Child Nutrition Services internal system prior to the } \\
& \text { submission of the CALPADS report. }
\end{aligned}
$$

 Supplemental and concentration grant amounts are
calculated based on the percentage of "unduplicated
pupils" enrolled in the LEA on Census Day (first
Wednesday in October). The percentage equals:

- Unduplicated count of pupils who (1) are English
learners, (2) meet income or categorical eligibility
requirements for free or reduced-price meals under the
National School Lunch Program, or (3) are foster youth.
"Unduplicated count" means that each pupil is counted
only once even if the pupil meets more than one of these
criteria $(E C$ sections $2574(b)(2)$ and $42238.02(b)(1))$.
- Divided by total enrollment in the LEA $(E C$ sections
2574(b)(1) and $42238.02(b)(5))$ All pupil counts are
based on Fall 1 certified enrollment reported in the
CALPADS as of Census Day. During our testing of the free and reduced price meal
(FRPM) eligible students reported in the CALPADS 1.17 and 1.18 reports, we noted that fourteen (14) students that were reported as qualifying for free or reduced priced
 year. This is due to the fact that the District applied the result, some students in the CALPADS system were
reported based on 2018-19 application data instead of
2019-20 application data.
reported based on 2018-19 application data instead of
2019-20 application data. or Original
Original
Finding No.
Finding 2020-001: Unduplicated Pupil Counts Supplemental and concentration grant amounts are
calculated based on the percentage of "unduplicated
pupils" enrolled in the LEA on Census Day (first
Wednesday in October). The percentage equals:
- Unduplicated count of pupils who (1) are English
learners, (2) meet income or categorical eligibility
requirements for free or reduced-price meals under the
National School Lunch Program, or (3) are foster youth.
"Unduplicated count" means that each pupil is counted
only once even if the pupil meets more than one of these
criteria $(E C$ sections $2574(b)(2)$ and $42238.02(b)(1))$.
- Divided by total enrollment in the LEA $(E C$ sections
$2574(b)(1)$ and $42238.02(b)(5))$. All pupil counts are
based on Fall 1 certified enrollment reported in the
CALPADS as of Census Day. Supplemental and concentration grant amounts are
calculated based on the percentage of "unduplicated
pupils" enrolled in the LEA on Census Day (first
Wednesday in October). The percentage equals:
- Unduplicated count of pupils who (1) are English
learners, (2) meet income or categorical eligibility
requirements for free or reduced-price meals under the
National School Lunch Program, or (3) are foster youth.
"Unduplicated count" means that each pupil is counted
only once even if the pupil meets more than one of these
criteria $(E C$ sections $2574(b)(2)$ and $42238.02(b)(1))$.
- Divided by total enrollment in the LEA $(E C$ sections
$2574(b)(1)$ and $42238.02(b)(5))$. All pupil counts are
based on Fall 1 certified enrollment reported in the
CALPADS as of Census Day. Supplemental and concentration grant amounts are
calculated based on the percentage of "unduplicated
pupils" enrolled in the LEA on Census Day (first
Wednesday in October). The percentage equals:
- Unduplicated count of pupils who (1) are English
learners, (2) meet income or categorical eligibility
requirements for free or reduced-price meals under the
National School Lunch Program, or (3) are foster youth.
"Unduplicated count" means that each pupil is counted
only once even if the pupil meets more than one of these
criteria $(E C$ sections $2574(b)(2)$ and $42238.02(b)(1))$.
- Divided by total enrollment in the LEA $(E C$ sections
$2574(b)(1)$ and $42238.02(b)(5))$. All pupil counts are
based on Fall 1 certified enrollment reported in the
CALPADS as of Census Day. Finding
Supplemental and concentration grant amounts are
calculated based on the percentage of "unduplicated
pupils" enrolled in the LEA on Census Day (first
Wednesday in October). The percentage equals:
- Unduplicated count of pupils who (1) are English
learners, (2) meet income or categorical eligibility
requirements for free or reduced-price meals under the
National School Lunch Program, or (3) are foster youth.
"Unduplicated count" means that each pupil is counted
only once even if the pupil meets more than one of these
criteria (EC sections $2574(b)(2)$ and $42238.02(b)(1))$.
- Divided by total enrollment in the LEA $(E C$ sections
$2574(b)(1)$ and $42238.02(b)(5))$. All pupil counts are
based on Fall 1 certified enrollment reported in the
CALPADS as of Census Day. Supplemental and concentration grant amounts are
calculated based on the percentage of "unduplicated
pupils" enrolled in the LEA on Census Day (first
Wednesday in October). The percentage equals:
- Unduplicated count of pupils who (1) are English
learners, (2) meet income or categorical eligibility
requirements for free or reduced-price meals under the
National School Lunch Program, or (3) are foster youth.
"Unduplicated count" means that each pupil is counted
only once even if the pupil meets more than one of these
criteria $(E C$ sections $2574(b)(2)$ and $42238.02(b)(1))$.
- Divided by total enrollment in the LEA $(E C$ sections
$2574(b)(1)$ and $42238.02(b)(5))$. All pupil counts are
based on Fall 1 certified enrollment reported in the
CALPADS as of Census Day.


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To the Board of Trustees
Capistrano Unified School District
San Juan Capistrano, California

In planning and performing our audit of the basic financial statements of Capistrano Unified School District for the year ending June 30, 2021, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the basic financial statements and not to provide assurance on the internal control structure.

However, during our audit we noted matters that are an opportunity for strengthening internal controls and operating efficiency. The following items represent conditions noted by our audit that we consider important enough to bring to your attention. This letter does not affect our report dated November 30, 2021 on the financial statements of Capistrano Unified School District.

## ASSOCIATED STUDENT BODY FUNDS

Observation: During our test of cash disbursements, we noted that some schools had disbursements selected in our sample that were not approved by the District representative, the ASB advisor, and/or the student representative until after the expenditure had already been incurred.

Recommendation: Education Code Section 48933(b) requires all expenditures from ASB funds be authorized by a student representative, an advisor, and a district representative (usually a principal or viceprincipal) prior to disbursing the funds. As a "best practice", approval by required parties should be obtained before the actual commitment to purchase the items in order to ensure the expense is a proper use of student-body funds and falls within budgetary guidelines.

Observation: During our testing of cash disbursements, our samples included expenditures that appear to be unallowable or questionable disbursements. These included treats for staff recognition, reimbursement for two meals referenced "with uniform vendor", gift cards that are purchased as student incentive prizes, and maintenance on District-owned golf carts. Such items are usually not allowable because they are either considered a District expense or could represent a misappropriation of District funds.

Recommendation: Anything that is purchased must be for goods and services that promote the students' general welfare, morale, and educational experiences. We recommend that the sites discontinue issuing such payments from ASB funds.

We will review the status of the current year comments during our next audit engagement.


Niger, PC
Murrieta, California
November 30, 2021

# CAPISTRANO UNIFIED SCHOOL DISTRICT 

 COMMUNITY FACILITIES DISTRICTS
## FINANCIAL AND PERFORMANCE AUDIT REPORT

For the Fiscal Year Ended
June 30, 2021


# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS <br> For the Fiscal Year Ended June 30, 2021 <br> Table of Contents 

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## Financial Section

A Professional Accountancy Corporation

## INDEPENDENT AUDITORS' REPORT

Governing Board
Capistrano Unified School District
San Juan Capistrano, California

## Report on the Financial Statements

We have audited the accompanying financial statements of the Capistrano Unified School District (the District), Capital Project Fund for Blended Component Units Specific to the Community Facilities Districts (CFDs) No. 90-2, $92-1,98-1 \mathrm{~A}, 98-1 \mathrm{~B}, 98-2,2004-1$, and 2005-1, the related fiduciary funds, and the related notes to the financial statements, as of and for the fiscal year ended June 30, 2021, as listed in the table of contents.

## Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

## Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Capital Projects Fund for Blended Component Units and the related fiduciary funds of the Capistrano Unified School District, as of June 30, 2021, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

## Emphasis of Matter

As discussed in Note 1, the financial statements present only the Capital Projects Fund for Blended Component Units and the related fiduciary funds and do not purport to, and do not, present fairly the financial position of the Capistrano Unified School District, as of June 30, 2021, or the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

## Other Matters

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Capistrano Unified School District's Capital Project Fund for Blended Component Units and the related fiduciary funds. The combining statements and other supplementary information listed on the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Capital Project Fund for Blended Component Units and the related fiduciary funds, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

## Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated December 9, 2021, on our consideration of the District's Capital Projects Fund for Blended Component Units and the related fiduciary funds internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's Capital Projects Fund for Blended Component Units and the related fiduciary funds internal control over financial reporting and compliance.


Murrieta, California
December 9, 2021

## CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS

Balance Sheet - Governmental Fund
June 30, 2021

|  | Capital Projects Fund for Blended Component Units |  |
| :---: | :---: | :---: |
| ASSETS |  |  |
| Deposits and investments | \$ | 12,625,412 |
| Accounts receivable |  | 62 |
| Total assets | \$ | 12,625,474 |
| LIABILITIES AND FUND BALANCE |  |  |
| Liabilities |  |  |
| Accounts payable | \$ | 389,416 |
| Fund Balance |  |  |
| Restricted for capital projects |  | 12,236,058 |
| Total liabilities and fund balance | \$ | 12,625,474 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS <br> Governmental Fund - Statement of Revenues, Expenditures and Changes in Fund Balance For the Fiscal Year Ended June 30, 2021 

|  | Capital Projects Fund for Blended Component Units |  |
| :---: | :---: | :---: |
| REVENUES |  |  |
| Other local revenue sources | \$ | 792 |
| EXPENDITURES |  |  |
| Current: |  |  |
| General administration |  | 1,412,192 |
| Capital outlay |  | 5,600,642 |
| Total Expenditures |  | 7,012,834 |
| Excess (Deficiency) of Revenues |  |  |
| Over (Under) Expenditures |  | $(7,012,042)$ |
| OTHER FINANCING SOURCES (USES) |  |  |
| Interfund transfers in |  | 1,574,055 |
| Interfund transfers out |  | $(773,697)$ |
| Proceeds from non-obligatory debt |  | 8,570,000 |
| Premium from issuance of non-obligatory debt |  | 134,337 |
| Total Other Financing Sources (Uses) |  | 9,504,695 |
| Net Change in Fund Balance |  | 2,492,653 |
| Fund Balance, July 1, 2020 |  | 9,743,405 |
| Fund Balance, June 30, 2021 | \$ | 12,236,058 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS 

Statement of Fiduciary Net Position
June 30, 2021

|  | CFD <br> Fiduciary <br> Funds |  |
| :---: | :---: | :---: |
| ASSETS |  |  |
| Deposits and investments | \$ | 22,420,539 |
| Accounts receivable |  | 110 |
| Total assets | \$ | 22,420,649 |
| NET POSITION |  |  |
| Restricted for debt service | \$ | 22,420,649 |
| Total liabilities | \$ | 22,420,649 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS 

Statement of Changes in Fiduciary Net Position
June 30, 2021

|  | CFD <br> Fiduciary Funds |  |
| :---: | :---: | :---: |
| ADDITIONS |  |  |
| Special property taxes | \$ | 18,543,244 |
| Interest |  | 1,017 |
| All other transfers in |  | 1,173,365 |
| Total Additions |  | 19,717,626 |
| DEDUCTIONS |  |  |
| General administration |  | 15,469 |
| Debt service - interest |  | 6,950,328 |
| Debt service - principal |  | 9,725,000 |
| All other transfers out |  | 1,973,722 |
| Total Deductions |  | 18,664,519 |
| Change in fiduciary net position |  | 1,053,107 |
| Net position - July 1, 2020 |  | 21,367,542 |
| Net position - June 30, 2021 | \$ | 22,420,649 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS 

Notes to Financial Statements
June 30, 2021

## NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

## A. Reporting Entity

The financial statements include the Capital Project Fund for Blended Component Units and the related Fiduciary Funds specific to the Community Facilities Districts No. 90-2, 92-1, 98-1A, 98-1B, 98-2, 2004-1 and 2005-1 of the Capistrano Unified School District used to account for capital projects financed by Mello-Roos Community Facilities Districts and the receipt of special taxes for payment of debt required for the CFDs. These financial statements are not intended to present fairly the financial position and results of operations of the Capistrano Unified School District in compliance with accounting principles generally accepted in the United States of America.

## B. Accounting Policies

The financial statements of the Community Facilities Districts No. 90-2, 92-1, 98-1A, 98-1B, 98-2, 2004-1, and 2005-1 (CFDs) of Capistrano Unified School District (the District) have been prepared in conformity with accounting principles applicable to governmental units which are generally accepted in the United States of America. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

## C. Measurement Focus, Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resource or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities for the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Fiduciary funds accounted for the CFD's receipt of special taxes for payment of debt as an agency fund. The agency fund has no measurement focus and utilizes the accrual basis of accounting for reporting its assets and liabilities.

## D. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

## E. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS 

Notes to Financial Statements
June 30, 2021

## NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (continued)

## F. Fund Balances

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

Restricted: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

Committed: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

Assigned: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

Unassigned: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

## G. Spending Order Policy

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

## H. Property Tax Calendar

The County is responsible for the assessment, collection, and apportionment of property taxes for all jurisdictions including the schools and special districts within the County. The Board of Supervisors levies property taxes as of September 1 on property values assessed on July 1. Secured property tax payments are due in two equal installments. The first is generally due November 1 and is delinquent with penalties on December 10 , and the second is generally due on February 1 and is delinquent with penalties on April 10. Secured property taxes become a lien on the property on January 1.

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS 

Notes to Financial Statements
June 30, 2021

## NOTE 2 - CASH AND INVESTMENTS

Cash and investments at June 30, 2021, consisted of the following:

| Governmental Funds | \$ | 12,625,412 |
| :---: | :---: | :---: |
| Fiduciary Funds |  | 22,420,539 |
| Total deposits \& investments | \$ | 35,045,951 |

## Investments - Interest Rate Risk

The District's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District's investment policy limits investment purchases to investments with a term not to exceed three years. Investments purchased with maturity terms greater than three years require approval by the Board of Trustees. Investments purchased with maturities greater than one year require written approval by the Superintendent prior to commitment. Maturities of investments held at June 30, 2021, consist of the following:

Investment maturities:
U.S. Bank First American Treasury Obligations

Total Investments

| Cost Basis |  | Fair Value |  | Maturity |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Less Than One Year | One Year Through Five Years |  | Over Five Years |  |
| \$ | 35,045,951 |  |  | \$ | 35,045,951 | \$ | 35,045,951 | \$ | - | \$ | - |
| \$ | 35,045,951 | \$ | 35,045,951 | \$ | 35,045,951 | \$ | - | \$ | - |

## Investments - Credit Risk

The District's investment policy limits investment choices to obligations of local, state and federal agencies, commercial paper, certificates of deposit, repurchase agreements, corporate notes, banker acceptances, and other securities allowed by State Government Code Section 53600. At June 30, 2021, all investments represented governmental securities which were issued, registered and held by the District's agent in the District's name.

## Investments - Concentration of Credit Risk

The District does not place limits on the amount it may invest in any one issuer. At June 30, 2021, the District had the following investments that represents more than five percent of the District's net investments.

$$
\text { U.S. Bank First American Treasury Obligations } \quad 100.0 \%
$$

## Fair Value Measurements

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS 

Notes to Financial Statements
June 30, 2021

## NOTE 2 - CASH AND INVESTMENTS (continued)

## Fair Value Measurements (continued)

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that date if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized - Investments in the Orange County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at $\$ 1.00$ net asset value per share.

The District's fair value measurements are as follows at June 30, 2021:

| Investment Type: | Fair Value |  | Fair Value Measurements Using |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Level 1 <br> Inputs |  | Level 2 <br> Inputs |  | Level 3 <br> Inputs |  |
| U.S. Bank First American Treasury Obligations | \$ | 35,045,951 | \$ | 35,045,951 | \$ | - | \$ | - |
| Total | \$ | 35,045,951 | \$ | 35,045,951 | \$ | - | \$ | - |

All assets have been valued using a market approach, with quoted market prices.

## NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2021, consisted of the following:

| Interest Receivable |  |  |  |
| :---: | :---: | :---: | :---: |
| Governmental Funds |  | CFD Fiduciary Funds |  |
| \$ | 4 | \$ | 26 |
|  | 8 |  | 10 |
|  | 10 |  | 11 |
|  | 15 |  | 4 |
|  | 7 |  | 45 |
|  | 7 |  | 2 |
|  | 11 |  | 12 |
| \$ | 62 | \$ | 110 |

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS 

Notes to Financial Statements
June 30, 2021

## NOTE 4 - INTERFUND TRANSFERS

## Transfers To/From Other Funds

Transfers to/from other funds at June 30, 2021, consisted of the following:

Capital Project fund for Blended Component Units transfer to CFD Agency Funds for debt services
\$ 773,697
\$ 1,574,055

## NOTE 5 - NON-OBLIGATORY DEBT

Non-obligatory debt relates to debt issuances by the Community Facilities Districts as authorized by the Mello-Roos Community Facilities Act of 1982 as amended, and the Marks-Roos Local Bond Pooling Act of 1985, and are payable from special taxes levied on property within the Community Facilities Districts according to a methodology approved by the voters within the District. Neither the faith and credit nor taxing power of the District is pledged to the payment of the bonds. Reserves have been established from the bond proceeds to meet delinquencies should they occur. If delinquencies occur beyond the amounts held in those reserves, the District has no duty to pay the delinquency out of any available funds of the District.

The District acts solely as an agent for those paying taxes levied and the bondholders, and may initiate foreclosure proceedings. Special assessment debt of $\$ 191,283,863$ as of June 30, 2021, does not represent debt of the District and, as such, does not appear in the accompanying basic financial statements.

A summary of all CFD bonds issued and outstanding is as follows:

| $\underline{\text { Series }}$ | Issue <br> Date | Maturity Date | Interest Rate | Original Issue |  | Balance, July 1, 2020 |  | Additions |  | Deductions |  | $\begin{gathered} \text { Balance, } \\ \text { June } 30,2021 \end{gathered}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CFD 90-2, 2013 Ref. | 11/5/2003 | 9/1/2033 | 4.0\% - 4.625\% | \$ | 49,675,000 | \$ | 35,035,000 | \$ | - | \$ | 1,735,000 | \$ | 33,300,000 |
| CFD 90-2, 2016 Ref. | 7/28/2016 | 9/1/2032 | 1.15\%-4.0\% |  | 33,020,000 |  | 28,640,000 |  | - |  | 1,640,000 |  | 27,000,000 |
| CFD 92-1, 2013 Ref. | 7/31/2013 | 9/1/2022 | 2.0\% - 5.0\% |  | 14,430,000 |  | 5,295,000 |  | - |  | 1,695,000 |  | 3,600,000 |
| CFD 98-1A, Ser. 2016 | 7/13/2016 | 9/1/2044 | 2.0\% - 3.2\% |  | 6,375,000 |  | 6,120,000 |  | - |  | 110,000 |  | 6,010,000 |
| CFD 98-1A, Ser. 2018 | 5/31/2018 | 9/1/2044 | 3.0\% - 3.75\% |  | 8,670,000 |  | 8,670,000 |  | - |  | 85,000 |  | 8,585,000 |
| CFD 98-1B, Ser. 2018 | 5/31/2018 | 9/1/2048 | 2.0\% - 3.75\% |  | 4,830,000 |  | 4,830,000 |  | - |  | 25,000 |  | 4,805,000 |
| CFD 98-1A, Ser. 2020 | 12/30/2020 | 9/1/2044 | 2.0\% - 4.0\% |  | 2,790,000 |  | - |  | 2,790,000 |  | - |  | 2,790,000 |
| CFD 98-1B, Ser. 2020 | 12/30/2020 | 9/1/2050 | 2.0\% - 4.0\% |  | 5,780,000 |  | - |  | 5,780,000 |  | - |  | 5,780,000 |
| CFD 98-2, 2005 Ref. | 4/28/2005 | 9/1/2033 | 3.0\% - 5.25\% |  | 119,099,491 |  | 18,218,863 |  | - |  | - |  | 18,218,863 |
| CFD 98-2, 2019 Ref. | 8/15/2019 | 9/1/2029 | 4.0\%-5.0\% |  | 60,105,000 |  | 60,105,000 |  | - |  | 4,050,000 |  | 56,055,000 |
| CFD 04-1, 2015 Ref. | 7/30/2015 | 9/1/2034 | 2.0\% - 4.0\% |  | 6,015,000 |  | 5,255,000 |  | - |  | 220,000 |  | 5,035,000 |
| CFD 05-1, Ser. 2013 | 11/6/2013 | 9/1/2043 | 2.0\% - 5.5\% |  | 8,190,000 |  | 7,900,000 |  | - |  | 80,000 |  | 7,820,000 |
| CFD 05-1, Ser. 2016 | 9/7/2016 | 9/1/2046 | 2.0\% - 4.0\% |  | 12,575,000 |  | 12,370,000 |  | - |  | 85,000 |  | 12,285,000 |
|  |  |  |  |  |  | \$ | 192,438,863 | \$ | 8,570,000 | \$ | 9,725,000 | \$ | 191,283,863 |

## CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS

Notes to Financial Statements
June 30, 2021

## NOTE 5 - NON-OBLIGATORY DEBT (continued)

Future payments are as follows:

| Fiscal <br> Year | Principal |  | Interest |  | Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2021-2022 | \$ | 11,040,000 | \$ | 6,755,571 | \$ | 17,795,571 |
| 2022-2023 |  | 11,335,000 |  | 6,298,328 |  | 17,633,328 |
| 2023-2024 |  | 10,335,000 |  | 5,835,675 |  | 16,170,675 |
| 2024-2025 |  | 11,095,000 |  | 5,368,344 |  | 16,463,344 |
| 2025-2026 |  | 11,940,000 |  | 4,852,200 |  | 16,792,200 |
| 2026-2031 |  | 69,759,463 |  | 20,899,776 |  | 90,659,239 |
| 2031-2036 |  | 35,309,400 |  | 23,591,652 |  | 58,901,052 |
| 2036-2041 |  | 11,360,000 |  | 4,640,316 |  | 16,000,316 |
| 2041-2046 |  | 14,190,000 |  | 2,097,259 |  | 16,287,259 |
| 2046-2051 |  | 4,920,000 |  | 255,794 |  | 5,175,794 |
|  | \$ | 191,283,863 | \$ | 80,594,915 | \$ | 271,878,778 |

## Supplementary Information

CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS
Combining Balance Sheet - Governmental Funds
June 30, 2021

|  | CFD 90-2 |  | CFD 92-1 |  | CFD 98-1A |  | CFD 98-1B |  | CFD 98-2 |  | CFD 04-1 |  | CFD 05-1 |  | TOTAL |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Deposits and investments | \$ | 816,403 | \$ | 1,554,331 | \$ | 1,959,822 | \$ | 3,139,343 | s | 1,556,181 | \$ | 1,403,851 | \$ | 2,195,481 | \$ | 12,625,412 |
| Accounts receivable |  | 4 |  | 8 |  | 10 |  | 15 |  | 7 |  | 7 |  | 11 |  | 62 |
| Total assets | \$ | 816,407 | \$ | 1,554,339 | \$ | 1,959,832 | \$ | 3,139,358 | \$ | 1,556,188 | \$ | 1,403,858 | \$ | 2,195,492 | \$ | 12,625,474 |
| LIABILITIES AND FUND balance |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Liabilities |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Accounts payable | \$ | 124,191 | \$ | 38,718 | \$ | 44,443 | \$ | 12,049 | \$ | 138,769 | \$ | 9,238 | \$ | 22,008 | \$ | 389,416 |
| Fund Balance |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Restricted for capital projects |  | 692,216 |  | 1,515,621 |  | 1,915,389 |  | 3,127,309 |  | 1,417,419 |  | 1,394,620 |  | 2,173,484 |  | 12,236,058 |
| Total liabilities and fund balance | \$ | 816,407 | \$ | 1,554,339 | \$ | 1,959,832 | \$ | 3,139,358 | \$ | 1,556,188 | \$ | 1,403,858 | \$ | 2,195,492 | \$ | 12,625,474 |

CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds

| TOTAL |  |
| :--- | ---: |
| $\$$ | 792 |
|  |  |
|  | $\begin{array}{r}1,412,192 \\ 5,600,642\end{array}$ |
|  | $7,012,834$ |
|  | $\begin{array}{r}1,012,042)\end{array}$ |
|  | $\begin{array}{r}1,574,055 \\ (773,697) \\ 8,570,000 \\ 134,337\end{array}$ |
|  | $\begin{array}{r}9,504,695\end{array}$ | \(\begin{array}{r}2,492,653 <br>

<br>
\hline\end{array}\)




|  |
| :---: |


N


| CFD 98-1B |  |
| :--- | ---: |
| $\$$ | 130 |



 5,945,104



- にo











$(276,565)$ | 145,000 |
| :---: |
| - |
| - | REVENUES

Other local revenue sources
EXPENDITURES
Current:
$\quad$ General administration
Capital outlay
Total Expenditures
Excess (Deficiency) of Revenues
Over (Under) Expenditures
CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS
Combining Statement of Fiduciary Net Position
June 30, 2021

|  | CFD 90-2 |  | CFD 92-1 |  | CFD 98-1A |  | CFD 98-1B |  | CFD 98-2 |  | CFD 04-1 |  | CFD 05-1 |  | TOTAL |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ASSETS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Deposits and investments | \$ | 5,332,803 | \$ | 2,071,120 | \$ | 2,098,936 | \$ | 836,201 | \$ | 9,203,596 | \$ | 380,212 | \$ | 2,497,671 | \$ | 22,420,539 |
| Accounts receivable |  | 26 |  | 10 |  | 11 |  | 4 |  | 45 |  | 2 |  | 12 |  | 110 |
| Total assets | \$ | 5,332,829 | \$ | 2,071,130 | \$ | 2,098,947 | \$ | 836,205 | \$ | 9,203,641 | \$ | 380,214 | \$ | 2,497,683 | \$ | 22,420,649 |
| NET POSITION |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Restricted for debt service | \$ | 5,332,829 | \$ | 2,071,130 | \$ | 2,098,947 | \$ | 836,205 | \$ | 9,203,641 | \$ | 380,214 | \$ | 2,497,683 | \$ | 22,420,649 |
| Total liabilities | \$ | 5,332,829 | \$ | 2,071,130 | \$ | 2,098,947 | \$ | 836,205 | \$ | 9,203,641 | \$ | 380,214 | \$ | 2,497,683 | \$ | 22,420,649 |

CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS


# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS 

Note to the Supplementary Information
June 30, 2021

## Combining Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances

The Combining Balance Sheet and Combining Statement of Revenues, Expenditures, and Changes in Fund Balances are included to provide information regarding the individual CFDs that have been included in the Governmental Funds Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances.

## Combining Statement of Net Position

The Combining Statement of Net Position is included to provide information regarding the individual CFDs that have been included in the Fiduciary Funds Statement of Net Position.

## Schedule of Changes in Fiduciary Net Position

This schedule discloses the receipt of special taxes and other revenues along with the payment of non-obligatory debt and other uses of the individual CFDs that have been included in the Fiduciary Funds Statement of Net Position.

## Other Independent Auditors' Reports

# INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS 

Governing Board<br>Capistrano Unified School District<br>San Juan Capistrano, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the Capistrano Unified School District (the District) Capital Projects Fund for Blended Component Units and the related fiduciary funds as of and for the year ending June 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated December 9, 2021.

## Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Capistrano Unified School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Capistrano Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Capistrano Unified School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether Capistrano Unified School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.


Murrieta, California
December 9, 2021

## INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

Governing Board
Capistrano Unified School District
San Juan Capistrano, California

We were engaged to conduct a performance audit of the Community Facilities Districts (CFDs) No. 90-2, 92-1, 981A, 98-1B, 98-2, 2004-1, and 2005-1 of Capistrano Unified School District for the year ended June 30, 2021.

We conducted this performance audit in accordance with the standards applicable to performance audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the permitted uses as authorized by CFD voters. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the permitted uses as authorized by CFD voters. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

The results of our tests indicated that the District expended Community Facilities Districts No. 90-2, 92-1, 98-1A, 98-1B, 98-2, 2004-1, and 2005-1 funds only on authorized projects as approved by the voters of the community facilities districts.


Nigh, PC
Murrieta, California
December 9, 2021

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS 

For the Fiscal Year Ended June 30, 2021
Performance Audit

## AUTHORITY FOR ISSUANCE

The bonds are issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 et seq. of the California Government Code. The laws were enacted by the State Legislature to provide an alternative method of financing certain public capital facilities and services. Only established by the legislative board of a local agency, a community facilities district is a legally constituted governmental entity with defined boundaries, with the governing board or legislative body of the local agency acting on its behalf. Subject to approval by a two thirds vote of qualified electors and compliance with the provisions of the laws, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

## PURPOSE OF ISSUANCE

The CFDs may use its special taxes proportionally on the school facilities, including modernization and rehabilitation that serve the project students, including the facilities and central support and administrative facilities, interim housing, transportation and lease payments for financings.

## OBJECTIVES OF THE AUDIT

Determine whether expenditures charged to the CFDs have been made only on authorized projects as approved by the voters of the Community Facilities Districts.

## SCOPE OF THE AUDIT

The scope of our performance audit covered the period of July 1, 2020 to June 30, 2021. The population of expenditures tested included all object and project codes associated with the CFD projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than CFD bond proceeds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30,2021 , were not reviewed or included within the scope of our audit or in this report.

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS 

For the Fiscal Year Ended June 30, 2021
Performance Audit

## PROCEDURES PERFORMED

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2021, for the Community Facilities Districts No. 90-2, 92-1, 98-1A, 98-1B, 98-2, 2004-1, and 2005-1 of Capistrano Unified School District. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the permitted uses as authorized by CFD voters. We performed the following procedures:

1. We selected from each CFD a sample of expenditures for the period starting July 1, 2020, and ending June 30, 2021, and reviewed supporting documentation to ensure that such funds were properly expended on the authorized projects.
2. Our sample included 33 transactions totaling $\$ 5,944,635$. This represents 84.8 percent of the total expenditures of $\$ 7,012,834$ (not including funds expended for debt service activities from Fiduciary Funds).
3. Based on our testing, we verified that funds from the Community Facilities Districts No. 90-2, 92-1, 98-1A, 98-1B, 98-2, 2004-1, and 2005-1 of Capistrano Unified School District were expended on the school facilities, including modernization and rehabilitation that serve the project students, including the facilities and central support and administrative facilities, interim housing, transportation and lease payments for financings.

## CONCLUSION

The results of our tests indicated that, in all significant respects, the Capistrano Unified School District has properly accounted for the expenditures held in the Community Facilities Districts No. 90-2, 92-1, 98-1A, 98-1B, 98-2, 2004-1, and 2005-1 and that such expenditures were made for authorized voter approved projects.

## Findings and Recommendations

## CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS

Schedule of Audit Findings and Recommendations
For the Fiscal Year Ended June 30, 2021

## FINANCIAL STATEMENT FINDINGS

There were no findings in 2020-21.

# CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS 

Summary Schedule of Prior Audit Findings
For the Fiscal Year Ended June 30, 2021

There were no findings in 2019-20.

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# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
Prepared by: John Forney, Chief Facilities Officer
Date: January 19, 2022
Board Item: Project Addendum to Master Agreement for Architectural Services for Dana Hills High School Master Plan - LPA, Incorporated

## HISTORY

This is a subsequent item. The Board previously called for a review of District facilities identified by the State of California under AB 300 as requiring seismic retrofitting, which includes Dana Hills High School, with adoption of Resolution No. 1819-24 on December 12, 2018. More recently, the Board received a workshop on facilities including AB 300, seismic safety, and Dana Hills High School master planning on October 6, 2021.

## BACKGROUND INFORMATION

Dana Hills High School is almost 50 years old, and based on the State's assessment, likely will need to be almost entirely replaced to meet existing seismic safety requirements that would be required to be implemented as part of a whole-campus modernization.

On December 15, 2021, the Board adopted Resolution No. 2122-23, a Resolution of the Board of Trustees of the Capistrano Unified School District of Intention to Consider and Resource the Investigation of a Potential Future Bond Measure (Dana Hills High School Seismic Safety Project)

The District intends to study the option of forming the Dana Hills High School (DHHS) School Facility Improvement District (SFID) for the purpose of calling a bond election on November 8, 2022 or thereafter, to replace and modernize Dana Hills High School to meet current seismic safety standards, District facility standards, and educational specifications.

## CURRENT CONSIDERATIONS

The Board is asked to approve the Project Addendum to the Master Agreement for Architectural Services with the Architect, LPA Incorporated, in the amount of $\$ 149,362.50$. The Dana Hills Master Plan agreement would have an effective date of November 1, 2021 through December 31, 2022.

## FINANCIAL IMPLICATIONS

The Addendum to the Master Agreement for Architectural Services with the Architectural firm, LPA, Incorporated, is in the amount of $\$ 149,362.50$. This project will be funded by deferred maintenance.

## STAFF RECOMMENDATION

Following discussion, it is recommended the Board approve the Project Addendum to Master Agreement for Architectural Services for Dana Hills High School Master Plan - LPA, Incorporated.

PREPARED BY: John Forney, Chief Facilities Officer
APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

## PROJECT ADDENDUM

## TO

## MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum to Agreement for Architectural Services ("Addendum") is made as of November 04, 2021, and forms a part of the Agreement for Architectural Services between Capistrano Unified School District, a California public school district ("District") and LPA, Incorporated ("Architect") (collectively "Parties") dated September 20, 2020 ("Agreement"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("Project"):

## Dana Hills High School Master Plan, 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:
Architectural Services for Master Planning process for the Dana Hills High School campus.

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: | David Eaves |
| :--- | :--- |
| Principal: | Jim Kisel |
| Project Director: | Rick Musto |
| Planner : | Stephanie Matsuda- Strand |

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: | LPA |
| :--- | :--- |
| Mechanical: | LPA |
| Structural: | LPA |
| Civil: | LPA |
| 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.
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 One Hundred Forty-Nine Thousand Three Hundred and Sixty-Two Dollars and Fifty Cents, (\$149,362.50).
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 (as needed)
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.

| BASIC HOURLY RATE SCHEDULE |  |
| :--- | :--- |
| Job Title | Hourly Rate |
| Principal | $\$ 265.00$ |
| Director | $\$ 240.00$ |
| Discipline Director | $\$ 230.00$ |
| Project Director | $\$ 220.00$ |
| Project Leader | $\$ 185.00$ |
| Manager | $\$ 155.00$ |
| Design Coordinator II | $\$ 160.00$ |
| Design Coordinator I | $\$ 135.00$ |
| Designer III | $\$ 125.00$ |
| Designer II | $\$ 110.00$ |
| Designer I | $\$ 100.00$ |
| Senior Specialist | $\$ 125.00$ |
| Specialist III | $\$ 105.00$ |
| Specialist II | $\$ 95.00$ |
| Specialist I | $\$ 85.00$ |
| Intern | $\$ 75.00$ |


| CONSULTANTS |  |
| :--- | :--- |
| Job Title | Hourly Rate |
| Principal | $\$ 265.00$ |
| Director | $\$ 240.00$ |
| Project Leader | $\$ 185.00$ |
| Manager | $\$ 155.00$ |
| Design Coordinator II | $\$ 160.00$ |
| Design Coordinator I | $\$ 135.00$ |
| Designer II | $\$ 110.00$ |
| Designer I | $\$ 100.00$ |
| Specialist III | $\$ 105.00$ |


| Specialist II | $\$ 95.00$ |
| :--- | :--- |
| Specialist I | $\$ 85.00$ |
| Intern | $\$ 75.00$ |

## Exhibit "C" (SCHEDULE OF WORK)

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

| Phase | Date to be Completed <br> or <br> Days for Completion Based on <br> Notice to Proceed or Authorization <br> to Move to Next Phase |
| :--- | :--- |
| DHMS Master Plan: | Refer to Schedule in Exhibit A |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

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

Dated: January 19, 2022

## Capistrano Unified School District

By:

Print Name: Lynh N. Rust

Print Title: Executive Director, Contracts Purchasing

Dated: $\qquad$ 20 $\qquad$

LPA, Incorporated

By:

Print Name: Jon Mills, $\qquad$ \&

Print Title
Chief Operating Officer

## PROJ ECT DESCRIPTION/ ASSUMPTIONS AND APPROACH

LPA, Inc. (LPA) is pleased to submit the following Scope outline and Fee Proposal to assist the Capistrano Unified School District (District) with architectural and engineering design services for the Master Planning services at Dana Hills High School (DHHS).

- Master Planning process for DHHS campus, including the main 2 story HS building.
- Schedule: All work to be completed prior to declaring 2022 Bond.


## PROPOSED MASTER PLANNING SERVICES

Our Campus Master planning process will provide you with a decision-making framework and actionable project road map. This comprehensive plan will include the following Tasks:

1 Process Management:
Overall management of the Master planning process including coordination, communications and processing of all deliverables.
2. Data collection and campus assessments:

LPA will review as-built information, our team will walk the site to better understand existing conditions and current uses of the educational and athletics programs. A conditions assessment will be produced to a level of detail required to make decisions for the Master Plan and to inform the rough order magnitude cost estimates. Dana Hills HS will not include a seismic analysis for the main building currently on the AB 300 list.
3. Stakeholder Engagement:

Community outreach is critical to the success of any Master Planning process. An effective Master Planning process offers many opportunities to include community stakeholders, parents and students. These include participation on the School Site Committees, attendance at Town Hall and Community Forum meetings. At the start of the Campus Planning process, we will work with the District to form a Steering or Planning Committee to identify the appropriate groups, business/ community entities and individuals to be engaged in the process. These individuals and groups involved often form the nucleus of any future efforts to solicit community support to fund the facilities improvement needs.

For this Proposal we estimate the following approximate meeting quantities and Stakeholder Engagement (this approach should be validated prior finalization of fees):

- (6-8) Steering/ Planning Committee Meetings
- (1) School Site "All Hands" Staff Meeting per HS site
- (1) Town Hall type Community Meeting per High School site
- (4-6) Focus Group Meetings per High School site

4. Education Specifications: Review of the District Educational vision and philosophy. LPA will produce a high school wide Educational Specification as a single process to inform the Master Plan needs at each of the seven high school campuses.
5. Campus Master Plan Diagram(s): Based upon the information gathered during the Site Observations process and through interaction with the Planning Committee to establish the Educational Vision and Program Standards, LPA will develop proposed school site Master Plan Diagrams. These diagram recommendations will include a description of the new construction, site amenities and athletics facilities.
6. Cost estimating/ Scope Prioritization Our team's primary goal in the development of the DHHS Master Plan that is implementable. Two key components to the success of this effort are accurate and comprehensive cost estimates, and the prioritization of project scopes to match to total funding available. Based on an understanding of the overall funding goals, we will work with the District to establish overall prioritization of scope to help align the costs with the funding goals.

Capistrano Unified School District High School Master Planning Scope of Services

Exclusions: Scope not included in this scope (these scope items can be provided at a later date upon further discussions on approach):

- Seismic/ Structural Evaluation of the existing two story building
- Demographic/ Capacity Analysis
- Financial/ Funding Analysis

COMPENSATION
LPA proposes a lump sum fixed fee for the services described above as summarized below:

Dana Hills HS Master Plan and Education Specifications:
1 Process Management:
\$14,500
2. Data collection and campus assessments:
a. Dana Hills HS
\$22,750
3. Stakeholder Engagement: $\$ 24,000$
4. Educational Specifications: $\$ 44,000$
5. Campus Master Plan Diagrams: $\$ 25,000$
6. Cost Estimating/ Prioritization: $\$ 12,000$ Grand Total $\$ 142,250$

Reimbursable expenses are in addition to compensation and typically add approximately $5 \%$ to the total basic services fee. They include costs for reproduction, plotting, mileage, travel and overhead on consultant invoices. These expenses are invoiced as incurred at cost times at 105 rate until the maximum allowance is reached.


# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

| To: | Board of Trustees |
| :--- | :--- |
| From: | Judy Bullockus, Trustee Area 7 |
| Prepared by: | Colleen Hayes, Manager II Board Operations/Superintendent's Office |
| Date: | January 19, 2022 |
| Board Item: | Resolution No. 2122-35, Resolution Supporting Local Decision-Making Authority <br> Regarding Covid-19 Health and Safety Protocols and Requesting Reconsideration <br> of The Governor's Proposed Vaccination Mandate |
|  |  |

## HISTORY

This is a new item. Per Board Bylaw 9322, Agenda/Meeting Materials, Board members may place any item on the agenda no later than ten days before the scheduled meeting date.

## BACKGROUND INFORMATION

On October 20, 2021, the Board adopted Resolution No. 2122-20, Urgent Request to Governor Gavin Newsom to Reconsider or Rescind the COVID-19 Vaccine Mandate for Public and Private K-12 Students as a Requirement for In-Person Instruction.

## CURRENT CONSIDERATIONS

Resolution No. 2122-35, Resolution Supporting Local Decision-Making Authority Regarding Covid-19 Health and Safety Protocols further request that full local decision-making authority be returned back to local school boards, and directs the Superintendent to transmit this Resolution to Governor Gavin Newsom; Director and State Public Health Officer CDPH, Dr. Tomas J. Aragon; Dr. Mark Ghaly, California Health and Human Services; Orange County Board of Supervisors; Dr. Clayton Chau, Orange County Health Care Agency (OCHCA); Assemblywoman Laurie Davies; Senator Pat Bates; and the Orange County Board of Education to communicate our concerns.

This resolution further directs the Superintendent to reach out to like-minded Superintendents who may or may not have completed similar resolutions and co-author a joint letter to advocate for local decision-making authority regarding COVID-19 Health and Safety Protocols consistent with the education code and the protection of civil liberties.

## FINANCIAL IMPLICATIONS

There is no financial impact.

## TRUSTEE RECOMMENDATION

It is recommended by Trustee Bullockus that the Board hear the request to adopt Resolution No. 2122-35, Resolution Supporting Local Decision-Making Authority Regarding Covid-19 Health and Safety Protocols.

PREPARED BY: Colleen Hayes, Manager II Board Operations/Superintendent's Office APPROVED BY: Judy Bullockus, Trustee Area 7

## RESOLUTION NO. 2122-35

## RESOLUTION NO. 2122-35, RESOLUTION SUPPORTING LOCAL DECISIONMAKING AUTHORITY REGARDING COVID-19 HEALTH AND SAFETY PROTOCOLS

WHEREAS, The Capistrano Unified School District (CUSD), serving over 43,000 students in Southern Orange County, has been a leader in getting students back in the classroom while following all California Department of Public Health (CDPH) guidelines; and

WHEREAS, The Governor and CUSD have acknowledged that the best academic and socialemotional outcomes for students come from traditional in-person classroom instruction; and

WHEREAS, We have seen first-hand the growing mental health crisis among children and must in all decisions weigh the need for normalcy, acknowledging our responsibility to protect not only the physical, but also the social, emotional and mental health of our students.

WHEREAS, The Board believes all health decisions remain an individual's choice based on an individual's health and medical rights to privacy; and

WHEREAS, The Board has a substantial public interest in protecting the health and safety of students, classified staff, teachers, administrators, and the community; and

WHEREAS, The Board also has a substantial public interest in protecting the personal choices and privacy of students, classified staff, teachers, administrators, and the community; and

WHEREAS, The Board believes that local decision-making authority related to COVID-19 guidelines that impact in-person education are best considered and analyzed by county public health officials, locally elected officials, and local school boards.

THEREFORE BE IT RESOLVED, that Capistrano Unified School District (CUSD) requests that the California Department of Public Health authorize county public health officials and/or locally elected school boards to establish guidelines and regulations based on local conditions related to in-person attendance that will protect, and be in the best interest of the health and safety of students, classified staff, teachers, administrators, and the community.

THEREFORE BE IT RESOLVED, The Board of Trustees of the CUSD hereby advocate for local decision-making authority regarding COVID-19 Health and Safety Protocols consistent with the education code and the protection of civil liberties.

BE IT ALSO RESOLVED, that the Superintendent of CUSD is directed to reach out to likeminded Superintendents who may or may not have completed similar resolutions and co-author a joint letter to advocate for local decision-making authority regarding COVID-19 Health and Safety Protocols consistent with the education code and the protection of civil liberties.

BE IT FINALLY RESOLVED, that the Superintendent of the CUSD is directed to transmit this Resolution to Governor Gavin Newsom; Director and State Public Health Officer CDPH, Dr. Tomas J. Aragon; Dr. Mark Ghaly, California Health and Human Services; Orange County Board of Supervisors; Dr. Clayton Chau, Orange County Health Care Agency (OCHCA); Assemblywoman Laurie Davies; Senator Pat Bates; and the Orange County Board of Education to communicate our concerns.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on January 19, 2022, by the following vote:


I, Kirsten M. Vital Brulte, Secretary of the Capistrano Unified School District Board of Trustees hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on January 19, 2022, by a roll call vote.

Gila Jones
Clerk of the Board of Trustees

Kirsten M. Vital Brulte, Superintendent
Secretary of the Board of Trustees

# CAPISTRANO UNIFIED SCHOOL DISTRICT <br> BOARD REPORT 

To: Board of Trustees
From: Rich Montgomery, Interim Associate Superintendent, Human Resource Services
Date: January 19, 2022
Board Item: Resolution No. 2122-34, Resolution of the Board of Trustees of the Capistrano Unified School District Confirming Superintendent's Finding Regarding Temporary Staffing Needs

## BACKGROUND INFORMATION

The Omicron-driven rise in COVID-19 cases threatens the regular operations of the Capistrano Unified School District and the provision of in-person services for students. As a result, on January 11, 2022, Governor Gavin Newsom signed Executive Order ("EO") N-3-22 to address staff shortages resulting from the Omicron COVID-19 variant and staff quarantining and absences. To utilize the flexibility in this EO N-3-22, the District must approve findings that such flexibility is necessary.

## CURRENT CONSIDERATIONS

The Superintendent and her designee, Rich Montgomery, Interim Associate Superintendent, Human Resource Services, have reported and confirmed that the District has been subject to staff shortages as a result of the Omicron-driven rise in COVID-19 cases and the insufficient number of substitute employees currently employed by the District for the 2021-2022 school year necessary to cover all anticipated absences. The flexibility of EO N-3-22 is needed to support the continuity of instruction for students in the District.

Between the time period of January 3, 2022 and January 12, 2022, the instructional programs operated by the District had a need to fill 2,064 substitute teaching assignments for in-person instruction, at an average of 258 assignments per day for 8 working days. Due to extreme substitute shortages caused by the Omicron-driven rise in COVID-19 cases, the instructional programs were unable to fill daily substitute assignments at an average of $22 \%$ per instructional day.

## FINANCIAL IMPLICATIONS

The cost of substitutes is already included in the District's budget.

## STAFF RECOMMENDATION

It is recommended the Board approve the Resolution to permit the District to utilize the flexibility of EO N-3-22.

PREPARED BY: Rich Montgomery, Interim Associate Superintendent, Human Resource Services

## RESOLUTION NO. 2122-34

## RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT CONFIRMING SUPERINTENDENT'S FINDING REGARDING TEMPORARY STAFFING NEEDS

WHEREAS the Omicron-driven rise in COVID-19 cases threatens the regular operations of the Capistrano Unified School District and the provision of in-person services for students;

WHEREAS the Superintendent, and her designee, Rich Montgomery, Interim Associate Superintendent, Human Resource Services, has reported and confirmed that the District has been subject to employee shortages as a result of the Omicron-driven rise in COVID-19 cases and the insufficient number of substitute employees currently employed by the District for the 2021-2022 school year necessary to cover all absences;

WHEREAS, on January 11, 2022, Governor Gavin Newsom signed Executive Order ("EO") N-3-22 providing flexibility in the use of substitute employees;

WHEREAS the issuance of temporary certificates without regard to whether the recipient has a pending credential or permit application or has made the statement under oath required by Education Code section 44332 will increase the number of available substitute employees and thereby support the District in maintaining in-person services for students;

WHEREAS the ability to place substitute teachers in general education teaching assignments for a period of 120 days will increase the number of available substitute employees and thereby support the District in maintaining in-person services for students;

WHEREAS student teachers being assigned to classrooms without the supervision of a credentialed teacher will increase the number of available substitute employees and thereby support the District in maintaining in-person services for students;

WHEREAS suspension of the PERS and STRS post-retirement compensation limitations and related procedural requirements will increase the number of available substitute employees and thereby support the District in maintaining in-person services for students;

WHEREAS suspension of the 180 -day break in service requirement under Government Code section 7522.56 as it applies to the District will increase the number of available substitute employees and thereby support the District in maintaining in-person services for students;

NOW, THEREFORE, BE IT RESOLVED, that the foregoing recitals are true and correct; and
BE IT RESOLVED, that temporary staffing flexibility permitted by EO N-3-22 will support the District in maintaining in-person services despite staffing shortages caused by the Omicron-driven rise in COVID-19 cases; and

BE IT RESOLVED, that this authorization shall continue for the duration of EO N-3-22 or any successor orders, regulations, or law.

BE IT RESOLVED, that the Superintendent or her designee, Rich Montgomery, Interim Associate Superintendent, Human Resource Services, shall take all lawful and appropriate action to ensure staffing consistent with the intent of this Resolution; and

BE IT RESOLVED, that the Superintendent's signature on this Resolution shall be deemed the findings required by EO N-3-22.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on January 19, 2022, by the following vote:

AYES: $\qquad$
NOES: $\qquad$

## ABSTENTIONS:

ABSENT:

Martha McNicholas
President to the Board of Trustees
I, Gila Jones, Clerk of the Capistrano Unified School District Board of Trustees, do certify that theforegoing Resolution was regularly introduced, passed and adopted by the Board of Trustees at itsregular meeting held on January 19, 2022.

By:
Gila Jones
Clerk of the Board of Trustees

Kirsten Vital Brulte
Superintendent
Capistrano Unified School District


[^0]:    R68P2901
     R68P2905
     R68 R68P2909 R68P2910
    R68P2911
    R68P2912

[^1]:    

[^2]:    PROJECT ADDENDUM - AGREEMENT FOR ARCHITECTURAL SERVICES
    Capistrano USD \& PBK-WLC Architects
    Ambuehl Elementary School Modernization Project

[^3]:    Youssef Sobhi
    President and Senior Inspector

[^4]:    *There will be an additional charge of $\$ 2.00$ per page for all materials that are needed to be expedited.
    **The amounts are total amounts and not to be added together for a page cost.
    ***Shipping fees will be added to each invoice where there are drawings.

[^5]:    In keeping with our policy of continuing product improvement，Elkay reserves the right to change product specifications without notice．Please visit elkay．com for the most current version of Elkay product specification sheets．This specification describes an Elkay product with design，quality，and functional benefits to the user．When making a comparison of other producers＇offerings，be certain these features are not overlooked．

[^6]:    Orange County Friday Night Live Partnership is administered by the Orange County Department of Education with funding from the Orange County Health Care Agency, Alcohol and Drug Education and Prevention Team.

[^7]:    Truman Benedict Elementary - 01/26/2022 (Page 2 of 6)

[^8]:    Truman Benedict Elementary - 01/26/2022 (Page 3 of 6)

[^9]:    Carl Hankey Elementary - 03/07/2022 (Page 4 of 6)

[^10]:    ${ }^{1}$ Subject to change from school year to school year

[^11]:    *Note: Any services not rendered will not be invoiced. Invoices for services rendered will be sent at the end of each semester to the district for processing.

[^12]:    Addendum Master Public

[^13]:    Effective
    Dates
    11/29/2021-
    06/30/2022
    01/17/2022-
    04/29/2022
    07/01/2021-
    06/30/2022
    12/20/2021-
    05/20/2022

[^14]:    AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
    NOES: None
    ABSENT: None

[^15]:    Of the federal expenditures presented in the schedule, the District provided no awards to recipients.

