

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

February 17, 2021

Closed Session 4:30 p.m.
Open Session 7:00 p.m.

AGENDA

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

Members of the public may attend the meeting in person, however social distancing practices will be followed. Attendees will need to wear a mask whenever in District facilities. For the safety and well-being of others, speakers will be required to wear a mask when addressing the Board at the podium. If participants choose to not attend the Board meeting in person the District has provided the following option for the public to address the Board telephonically. Please submit a request to address the Board by clicking [here](#). Those who have registered to comment will receive an email prior to the meeting with information on how to join and comment telephonically. A speaker card will need to be submitted prior to the agenda item per Bylaws of the Board 9323, Meeting Conduct. Members of the public shall have an opportunity to address the Board regarding items on the agenda to be considered during Closed Session prior to the Board adjourning the meeting to Closed Session. Individual presentations are limited to a maximum of three (3) minutes; however, the time assigned for individual presentations could be fewer than three minutes depending upon the total number of speakers who wish to address a specific agenda topic. Detailed guidelines and information on what to do if you wish to address the Board of Trustees, is provided at the end of this agenda.

CLOSED SESSION AT 4:30 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. PUBLIC HEALTH EMERGENCY

Consultation with Agency Counsel
Attorney – Anthony De Marco
Kirsten Vital Brulte/Gregory Merwin
(Pursuant to Government Code § 54957(a))

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Gregory Merwin/Kathy Purcell
Attorney – Justin Shinnfield
Significant Exposure to Litigation – Seven Cases
ADR Case Number 20201006
ADR Case Number 20201102
ADR Case Number 20201208
ADR Case Number 20201209
ADR Case Number 20201213
ADR Case Number 20201216
ADR Case Number 20210120
(Pursuant to Government Code § 54956.9(d)(2))

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

C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Gregory Merwin/Kathy Purcell
Attorney – Justin Shinnfield
Significant Exposure to Litigation – Two Cases
OAH Case Number 2020100593
OAH Case Number 2020120284
(Pursuant to Government Code § 54956.9(d)(1))

EXHIBIT C-1
EXHIBIT C-2

D. STUDENT EXPULSION

Mike Beekman
One Case
Case # 2021-002

EXHIBIT D-1

E. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Tim Brooks
Two Cases
(Pursuant to Government Code § 54957)

EXHIBIT E-1
EXHIBIT E-2

F. CONFERENCE WITH LABOR NEGOTIATORS

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

EXHIBIT F-1

G. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

District Negotiators: Kirsten Vital Brulte/Clark Hampton
Attorney: Andreas Chialtas, AALRR
Property: Pacifica San Juan property. 7.292 acre property located at the north east corner of Camino Las Ramblas and Avenida California
Negotiating Party: One or more potential buyers for the Property who may purchase the District’s option to purchase the Property through a request for proposals process; and Taylor Morrison of California LLC who may enter into an amendment of the existing option agreement terms

EXHIBIT G-1

Property: South Transportation and Groundskeeping Facility; 5.51 acre property located at 26126 Victoria Blvd, Dana Point, CA 92624
Negotiating Party: Toll Brothers, Inc.

Property: Paseo de Colinas property. 2.47 acre property located on Paseo de Colinas adjacent to Niguel Hills Middle School
Negotiating Party: One or more potential buyers for the Property who may purchase the Property through a surplus property bid auction process

Under Negotiation: Price and Terms of Payment
(Pursuant to Education Code § 54956.8)

RECORDING OF SCHOOL BOARD MEETINGS

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

OPEN SESSION AT 7:00 P.M.

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REPORT ON CLOSED SESSION ACTION

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

CONSENT CALENDAR

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

BUSINESS AND SUPPORT SERVICES

- 1. DONATION OF FUNDS AND EQUIPMENT:** Page 1
EXHIBIT 1
Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$280,344.91 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 BOARD-APPROVED BIDS AND CONTRACTS:** Page 4
EXHIBIT 2
Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District’s budget approval process. The purchase orders total \$4,906,104.56 and the commercial warrants total \$59,675,358.37. 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:** Page 100
EXHIBIT 3
Approval of the District standardized Independent Contractor, Professional Services, Field Service and Master Contract agreements. The expenditures related to the listed agreements were previously authorized as part of the District’s budget approval process. The exhibit shows seven new agreements totaling \$281,742.37 and six amendments to existing agreements totaling \$399,782. 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. AWARD OF REQUEST FOR PROPOSALS NO. 2-2021, E-RATE CATEGORY 2 – CDW GOVERNMENT LLC:** Page 261
EXHIBIT 4
Approval of Award of Request for Proposals No. 2-2021, E-Rate Category 2 to CDW Government LLC (CDWG). The awarded vendor was selected based on criteria specified in the Request for Proposals No. 2-2021 (RFP) documents.

The District is seeking to procure wireless access points (WAPs) and switches to support the adoption of digital content delivery, mobile technologies and the implementation of Smarter Balanced Assessments. Category 2 of RFP No. 2-2021 encompasses various network switching platforms and wireless access devices, such as switches and WAPs, where three proposals were timely received from CDW Government LLC, Development Group Incorporated (DGI), and GigaKOM. CDWG was determined to be the lowest priced and highest scoring proposal. The total estimated fiscal impact for category 2 before any E-Rate discounts is \$1.5 million, of which the District is anticipated to fund 49 percent or an estimated \$750,000. The projects will be funded by a combination of permitted Community Facilities District funds and the general fund and is effective July 1, 2021 through June 30, 2022. The proposals, evaluation criteria, and rating sheets are available in the Purchasing Department for review.

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

5. **SECOND EXTENSION OF BID NO. 1819-11, FIRE ALARM INSPECTION SERVICES – CAL BUILDING SYSTEMS, AND TIME AND ALARM SYSTEMS:** Page 287
EXHIBIT 5

Approval of Second Extension of Bid No. 1819-11, Fire Alarm Inspection Services with two vendors, CAL Building Systems, and Time and Alarm Systems. Bid 1819-11 was awarded to the lowest responsive, responsible bidders per category on March 13, 2019 for the initial term of April 1, 2019 through March 31, 2020, with optional renewal terms. On July 15, 2020, the Board approved the First Extension through March 31, 2021. The vendors agree to extend the proposed extension, at the same pricing under the initial bid award term for categories 1, 2 and 3 as provided in Exhibit 2 of the respective agreements, for the proposed renewal period of April 1, 2021 through March 31, 2022. Annual expenditures utilizing this contract are estimated to be \$222,000 funded by the general fund and the deferred maintenance fund. Actual expenditures may vary based on District needs and the availability of funds.

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

6. **THIRD AMENDMENT TO LEASE AGREEMENT – SCHOOLSFIRST FEDERAL CREDIT UNION:** Page 320
EXHIBIT 6

Approval of Third Amendment to the Lease Agreement with SchoolsFirst Federal Credit Union, formerly Orange County Teachers Federal Credit Union, a non-profit financial institution dated April 24, 2006. The Third Amendment presented to the Board authorizes an extension of the agreement through March 1, 2026. Any further extensions are subject to mutual agreement between the parties. The Third Amendment also amends the portions of the District property to be leased by the Credit Union – a portion of which will remain leased to the Credit Union and a portion of which will be returned to the District. The Third Amendment sets rent at \$2.90 per square foot per month or \$2,494 per month, based on the revised square footage of the District property to be leased to the Credit Union. The rent will be adjusted at a rate of 2.5 percent per year on July 1 of each year. The proposed amendment has been reviewed and approved by the District’s legal counsel.

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

7. **MASTER JOINT USE LEASE AGREEMENT – WELLNESS AND PREVENTION CENTER:** Page 352
EXHIBIT 7

Approval of the Master Joint Use Lease Agreement with the Wellness and Prevention Center for use of space at Aliso Niguel High School, San Clemente High School and, San Juan Hills High School from February 18, 2021 through June 30, 2026. This Master Joint Use Lease Agreement outlines the terms to operate prevention education, therapeutic interventions, post substance use education services, and in-class education. There is no financial impact.

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

CURRICULUM AND INSTRUCTION

8. AGREEMENT NO. 50985 QUALITY START ORANGE COUNTY QUALITY RATING AND IMPROVEMENT SYSTEM PARTICIPATION AGREEMENT 2020-2021: Page 381
EXHIBIT 8

Approval of the ratification of Agreement No. 50985 Quality Start Orange County (OC) Quality Rating and Improvement System (QRIS) Participation Agreement 2020-2021, July 1, 2020 through June 30, 2021. Under the California Department of Education and Quality Counts California, Quality Start OC is the local branch that supports districts in providing high quality educational experiences in early childhood education. The QRIS is the system that Quality Start OC operates with to focus on quality improvement in classrooms. The agreement allows the parties to implement the OC QRIS program for quality improvement based on a tiered rating structure, satisfying grant requirements. The District will receive incentive funds of \$190,500 and access covered information in compliance with federal and state laws and regulations related to student privacy. The agreement establishes participation in the tiered rating system, QRIS, for quality purposes and allows for funding for materials for the District’s fee-based preschool classrooms. Partnering with Quality Start OC allows the District to improve practices within the District’s early childhood classrooms; Quality Start OC provides a layer of coaching to teachers on providing high quality education to the youngest learners, as well as promoting a high quality classroom environment in early childhood settings, while using the QRIS. Quality Start OC also provides opportunities for families with resources for them and their children. The District enters into this agreement annually.

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

9. MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR USE OF EMERALD COVE OUTDOOR SCIENCE INSTITUTE, FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES, PUBLIC SCHOOL DISTRICTS, SCHOOL YEAR 2020-2021: Page 489
EXHIBIT 9

Approval of the Memorandum of Understanding and Agreement for Use of Emerald Cove Outdoor Science (ECOS) Institute, Facilities, Supplies, Equipment, and Services Public School Districts School Year 2020-2021. Bathgate and Castille Elementary Schools have expressed an interest in attending the outdoor science camp, **virtually**. Bathgate Elementary School fifth grade students will attend ECOS **Virtual** Science Camp from February 16 - 19, 2021, and Castille Elementary School fifth grade students will **virtually** attend from May 17 – 21, 2021. The total estimated expenditure is \$6,800 funded by gift funds from each school site.

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

10. ADDENDUM TO THE AGREEMENT FOR ADDITIONAL SCHOOLS PARTICIPATING IN THE INSIDE THE OUTDOORS SCHOOL PROGRAMS, AGREEMENT NUMBER 13017, ADDENDUM NO. 1 AND 2: Page 495
EXHIBIT 10

Approval of Addendums to the Agreement for Additional Schools Participating in the Inside the Outdoors School Program, Agreement Number 13017, Addendum No. 1 and 2. District schools routinely participate in the Orange County Department of Education’s outdoor science school/field trip programs and “Traveling Scientist” programs and assemblies. This year the sessions will all be **virtual**. Wood Canyon Elementary School has expressed interest in adding 2 additional sessions of the “Traveling Scientist” program for the 2020-2021 school year, which will provide a **virtual** school assembly by naturalists on various science topics. There is no financial impact; there is no charge or fee this year.

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

11. **MEMORANDUM OF UNDERSTANDING AGREEMENT NO. 50814 WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR MENTAL HEALTH STUDENT SERVICES ACT PARTNERSHIP 2020-2024:** Page 501
EXHIBIT 11
- Approval of the ratification of the Memorandum of Understanding (MOU) Agreement No. 50814 with Orange County Superintendent of Schools for participation in the Mental Health Student Services Act (MHSSA) Partnership, September 1, 2020 through August 31, 2024. This MOU will formalize an agreement with Orange County Department of Education to utilize MHSSA grant funds for the provision of Regional Mental Health Student Services Coordinators. The goal of the joint venture, in conjunction with other districts in the county, is to expand access to mental health services for children and youth, including campus-based mental health services, and to facilitate linkage and access ongoing sustained services. There is no financial impact.
Contact: Susan Holliday, Chief Administrative Officer, Education and Support Services
12. **MEMORANDUM OF UNDERSTANDING WITH PARENTIS FOUNDATION AND DEL OBISPO ELEMENTARY SCHOOL:** Page 511
EXHIBIT 12
- Approval of the Memorandum of Understanding with Parentis Foundation and Del Obispo Elementary School, February 18, 2021 through June 3, 2021, for the Experience Corps Intergenerational Literacy Intervention Program. Experience Corps OC is an intergenerational, volunteer-based, program that supports students to become fluent readers through **virtual** literacy tutoring. Under supervision, tutors will work **virtually**, one-on-one, with students during Extended Learning. The cost is being underwritten by the Parentis Foundation. Estimated value of services is \$7,150. There is no financial impact.
Contact: Susan Holliday, Chief Administrative Officer, Education and Support Services
13. **MEMORANDUM OF UNDERSTANDING WITH THE ORANGE COUNTY UNITED WAY 2020-2021, ADDENDUM 1:** Page 532
EXHIBIT 13
- Approval of the ratification of the Memorandum of Understanding (MOU) with the Orange County United Way 2020-2021, Addendum 1. Addendum 1 of the MOU adds Palisades Elementary School for the Orange County United Way financial literacy program, from January 25, 2021 through December 31, 2021. Adding one school (Palisades Elementary School) is the only change to the MOU. The United Way financial literacy program helps low-income residents gain free access to financial coaching and resources. This program is a collaboration with the United Way, City of Dana Point, and the District. The goal is to provide 20 parents at Palisades Elementary School with financial literacy skills to assist with improving credit, increasing income, and building assets. Parents will be provided with personal coaching on a step-by-step financial plan to achieve personal goals and long-term financial stability including job development, debt and credit management, and savings planning. There is no financial impact.
Contact: Susan Holliday, Chief Administrative Officer, Education and Support Services
14. **TALKING POINTS SOFTWARE SERVICES AND SUPPORT AGREEMENT:** Page 539
EXHIBIT 14
- Approval of the Talking Points Software Services and Support Agreement, February 18, 2021 through June 30, 2024. Talking Points is a 2-way, multi-lingual texting platform that allows for fast and accessible communication between staff and parents. This is the Board's follow-up item to provide greater support to families that do not use email and to provide increased translation support for parents and guardians with a primary language other than English. Schools use a web application to send text messages to parents who receive them in their own language. Parents can reply in their own language and staff receive the message back in English. This service is available in over 100 languages and will increase parent access to important school information to be able to support their child's education. The cost is \$5.85, per student, and is being prorated for the remaining school year and a discount is applied for a multi-year agreement. The service is being provided for the parents of approximately 4,400 students who are English learners.

The anticipated cost is \$22,000 per year (\$19,360 for 2020-2021) funded by Local Control Formula Funding supplemental funding.

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

15. **AGREEMENT FOR PARTICIPATION WITH THE YMCA OF ORANGE COUNTY LAGUNA NIGUEL, TO PROVIDE A PHYSICAL EDUCATION NOONTIME SPORTS PROGRAM FOR STUDENTS AT MARBLEHEAD ELEMENTARY SCHOOL 2020-2021:** Page 552
EXHIBIT 15

Approval of the agreement for participation with the YMCA of Orange County Laguna Niguel, to provide a physical education (PE) noontime sports program for students at Marblehead Elementary School. This program will provide students with organized sports during lunch/recess time, three times per week, for approximately two hours per day. Other District schools have successfully partnered with the YMCA to provide lunchtime PE instruction to students. Marblehead Elementary School would like to participate in this program; existing Marblehead Elementary School staff will be utilized. The YMCA will follow all health and safety protocols as outlined in the Standard Operating Procedures. Students will be divided into four cohorts, each in a different quadrant of the playground, and will not be mixed.

Students must keep masks on at all times unless they are able to maintain a six foot distance from other students. The estimated expenditure under this contract is \$4,800 funded by site or gift funds.

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

HUMAN RESOURCE SERVICES

16. **AMENDMENT TO MASTER SERVICES AGREEMENT – STRATEGIC KIDS:** Page 560
EXHIBIT 16

Approval of Master Services Agreement Amendment with Strategic Kids to provide supervision and education support services to students engaged in the extended learning program and students during non-instructional minutes. The term of this agreement is extended from December 31, 2020 through June 30, 2021. Expenditures under this agreement are not-to-exceed \$1,137,600 funded by CARES Act.

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

17. **ANNUAL REPORT – EMPLOYMENT OF RELATIVES:** Page 568
EXHIBIT 17

Approval of Annual Report – Employment of Relatives 2020-2021 School Year. Board Policy 4112.8, 4212.8, 4312.8, Employment of Relatives, requires the Board of Trustees be provided the names, positions and work locations of close relatives employed within the same department or work location. The purpose of this policy is to ensure that assignments do not interfere with the orderly supervision, security or morale of the school, department or work location. For purposes of this policy, relative includes the individual's spouse, domestic partner, parents, grandparents, great-grandparents, children, stepchildren, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse or domestic partner. District department administrators and principals were asked to provide information regarding the names and positions of close relatives employed within their work location. The information provided confirms that the assignment of close relatives at the identified work locations is not interfering with the orderly supervision, security or morale of those work locations.

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

18. **BIANNUAL AUTHORIZATION OF COACHES TO PROVIDE SECOND SEMESTER PHYSICAL EDUCATION CREDIT:** Page 570
EXHIBIT 18

Approval of teachers who are credentialed in subjects other than Physical Education (PE) to provide second semester PE credit to students in that respective sport. Districts may assign a teacher with a credential in a subject area other than PE to coach a competitive sport and award PE credit to students.

State law requires that such teachers be full-time employees of a district who have completed a minimum of 20 hours of first-aid instruction, and have been approved by the Board of Trustees. It has been determined all teachers who do not hold a physical education credential, but are assigned coaching activities for which such credit is given, are full-time employees of the District, and have completed cardiopulmonary resuscitation, first-aid instruction and concussion training. There is no financial impact.

Contact: Tim Brooks, Associate Superintendent, Human Resource Services

19. CONTRACT FOR CLINICAL AND INSTRUCTIONAL PROGRAMS WITH LOMA LINDA UNIVERSITY: Page 572
EXHIBIT 19

Approval of the Contract for Clinical and Instructional Programs with Loma Linda University, effective the date of last signature and expiring after five years. University students enrolled in Speech and Language Pathology and Speech and Language Pathology Assistant programs will be paired with a veteran District Speech and Language Pathologist as they complete practicum/fieldwork hours required to earn their credential or certificate. There is no fiscal impact

Contact: Tim Brooks, Associate Superintendent, Human Resource Services

20. SECOND QUARTER REPORT – WILLIAMS SETTLEMENT LEGISLATION UNIFORM COMPLAINT: Page 584
EXHIBIT 20

Acceptance of Williams Settlement Legislation Uniform Complaint Second Quarter Report. As a result of the Williams Settlement, Education Code § 35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, and facility conditions posing a threat to student/staff health or safety. Furthermore, Education Code § 35186 requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. No complaints were received during the second quarter.

Contact: Tim Brooks, Associate Superintendent, Human Resource Services

21. RESIGNATIONS/RETIREMENTS/EMPLOYMENT - CERTIFICATED EMPLOYEES: Page 587
EXHIBIT 21

Approval of the activity list for employment, separation, and additional assignments of certificated employees. These positions will be charged to the appropriate fund and are included in the adopted budget.

Contact: Tim Brooks, Associate Superintendent, Human Resource Services

22. RESIGNATIONS/RETIREMENTS/EMPLOYMENT - CLASSIFIED EMPLOYEES: Page 619
EXHIBIT 22

Approval of the activity list for employment, separation, and additional assignments of classified employees. These positions will be charged to the appropriate fund and are included in the adopted budget.

Contact: Tim Brooks, Associate Superintendent, Human Resource Services

GENERAL FUNCTIONS

23. SCHOOL BOARD MINUTES: Page 645
EXHIBIT 23

Approval of the January 20, 2021 Regular Board Meeting Minutes.

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

DISCUSSION/ACTION ITEMS

24. FIRST READING – TEMPORARY BOARD POLICY T5121.1, GRADES/EVALUATION OF STUDENT ACHIEVEMENT: DISCUSSION/
ACTION

As the 2020-2021 school year continues, local and state health orders modify how instruction may be provided. Due to the ongoing COVID-19 pandemic, staff recommends the temporary policy to create maximum flexibility in how teachers monitor student progress during distance and hybrid learning.

Page 653
EXHIBIT 24

At the December 16, 2020 Board meeting staff recommended revisions to Board Policy T5121.1 to add temporary language to address the unique difficulty with completing Physical Education (PE) courses online at the secondary level. The policy was updated to add Credit/No Credit language for online APEX PE classes. Since December 2020, staff has received feedback to allow students the choice of a letter grade in place of a CR mark. Staff has developed draft language to provide students the choice to select a letter grade in place of a CR. Staff reviewed the draft language with both high school and middle school PE teachers. Staff recommends the additional policy language, to allow students who fail with the option to make-up the class as well as students who earn an A, B, C or D to select the letter mark in place of CR. This change will support students in middle school to be recognized for the Superintendent’s Honor Roll with the option to have an A on their second quarter report card. Changes are underlined; deletions are struck through. There is no financial impact.

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

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

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Chief Administrative Officer, Education and Support Services, to present this item. In addition, staff is recommending the Board take action to waive the second reading of this policy to allow teachers to move forward with the letter grade option and retroactively work with students immediately on their previous marks.

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

Motion by _____ Seconded by _____

25. FIRST READING - TEMPORARY BOARD POLICY T6146.1, HIGH SCHOOL GRADUATION REQUIREMENTS:

The previous policy temporary language provided the District maximum flexibility for reopening, at the time. Per Trustee direction at the January 20, 2021 Board meeting, staff was directed to bring this policy back with draft revisions to increase the credit requirement necessary to graduate. This item provides revisions to Temporary Board Policy T6146.1, *High School Graduation Requirements*; language to reinstate the required 220 credits for high school graduation. The draft revisions increase the elective credits from 50 to 65 credits. Staff has reviewed this draft policy language with high school principals. Principals recommend that the increase in credit requirements be phased in over 3 years so as not to harm the classes of 2022, 2023 and 2024. Staff recommends the proposed revisions. There is no financial impact.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve temporary Board Policy T6146.1, *High School Graduation Requirements*.

Motion by _____ Seconded by _____

**DISCUSSION/
ACTION
Page 660
EXHIBIT 25**

26. PRESENTATION AND RECEIPT OF THE DISTRICT AND COMMUNITY FACILITIES DISTRICTS ANNUAL FINANCIAL REPORTS FOR THE FISCAL YEAR ENDING JUNE 30, 2020:

**DISCUSSION/
ACTION**
Page 670
EXHIBIT 26

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 2019-2020 fiscal year Annual Financial Reports to the Board of Trustees. The Annual Financial Reports for the fiscal year ending June 30, 2020 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 to present a summary of the audit reports for the year ending June 30, 2020.

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, 2020.

Motion by _____ Seconded by _____

27. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: CULTURAL PROFICIENCY LESSONS, GRADES K-12:

**DISCUSSION/
ACTION**
Page 808
EXHIBIT 27

A Districtwide committee has recommended the adoption of the following Cultural Proficiency Lessons for grades K-12: Cultural Proficiency Curriculum. The Cultural Proficiency lessons are aligned with the Fair Accurate Inclusive and Respectful Education Act, Senate Bill 48, Collaborative for Academic, Social, and Emotional Learning (CASEL) standards, American School Counselor Association standards, Teaching Tolerance standards, and Common Core English-language arts, and Social Science standards. The research and evidence-based sources used to develop the lessons include Second Step, Teaching Tolerance, Sanford Harmony, Building Community and Combating Hate Curriculum.

The lessons introduce students to age-appropriate material surrounding empathy, belonging, compassion, anti-racism, being an upstander, conflict resolution, privilege, stereotypes, prejudice, social identity, effective communication, and problem-solving skills. The lessons are posted for the public to view at the following [link](#). The lessons were unanimously approved, with all 16 Instructional Materials Review Committee (IMRC) members voting yes, and 0 members voting no. There is no financial impact.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve, Instructional Materials Recommended for Adoption: Cultural Proficiency Lessons, Grades K-12.

Motion by _____ Seconded by _____

28. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL ENGLISH-LANGUAGE ARTS AND HISTORY SOCIAL SCIENCE, GRADES 9-12:

**DISCUSSION/
ACTION**
Page 865
EXHIBIT 28

A committee of 27 secondary teachers is requesting the adoption of supplemental titles for high school English-language arts and History Social Science, grades 9-12, to align with state standards and the Fair Accurate Inclusive and Respectful Education Act, Senate Bill 48. The list of proposed novels is included in the exhibit. The committee evaluated the current core reading list and recommended the listed additional novels, and non-fiction text. Recommendations were evaluated against the Common Core State Standards Text Complexity Rubric. The materials are also in alignment with other disciplines and grade level reading standards. These titles were reviewed by the Instructional Materials Review Committee (IMRC), and the majority of the 16 IMRC members approved the recommendations with a total of 3 no votes and 13 yes votes. The supplemental materials may include material or language which might be considered inappropriate for students. The recommended books support the Cultural Proficiency Plan that addresses diversifying the current curriculum by increasing the representation of diverse authors. In addition, the recommended books underscore the importance of the interconnectivity of marginalized and understudied populations in both history and literature. The additional titles will support an inclusive and equitable curriculum that will provide students with diverse perspectives from Black, Indigenous and People of Color (BIPOC), women, and marginalized characters and authors. The novels will be supported with teacher professional development prior to teachers implementing new supplemental materials. Purchase of these supplemental titles will be funded by site funds.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve, Instructional Materials Recommended for Adoption: High School English-Language Arts and History Social Science, Grades 9-12 including the requirement of teacher professional development.

Motion by _____ Seconded by _____

29. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: MIDDLE SCHOOL ENGLISH-LANGUAGE ARTS AND HISTORY SOCIAL SCIENCE, GRADES 6-8:

**DISCUSSION/
ACTION**
Page 871
EXHIBIT 29

A committee of 27 secondary teachers is requesting the adoption of supplemental titles for middle school English-language arts, and History Social Science, grades 6-8, to align with state standards and the Fair Accurate Inclusive and Respectful Education (FAIR) Act, Senate Bill 48. The list of proposed novels is included in the exhibit. The committee evaluated the current core reading list and recommended the listed additional novels and non-fiction text. Recommendations were evaluated against the Common Core State Standards Text Complexity Rubric. The materials are also in alignment with other disciplines and grade level reading standards. These titles were reviewed by the Instructional Materials Review Committee (IMRC), and the majority of the 16 IMRC members approved the recommendations, with 4 no votes and 12 yes votes.

The instructional materials may include material or language which might be considered inappropriate for students. The recommended books support the Cultural Proficiency Plan that addresses diversifying the current curriculum by increasing the representation of diverse authors. In addition, the recommended books underscore the importance of the interconnectivity of marginalized and understudied populations in both history and literature. The additional titles will support an inclusive and equitable curriculum that will provide students with diverse perspectives from Black, Indigenous and People of Color (BIPOC), women, and marginalized characters and authors. The novels will be supported with teacher professional development prior to teachers implementing new supplemental materials. Purchase of these supplemental titles will be funded by site funds.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve, Instructional Materials Recommended for Adoption: High School English-Language Arts and History Social Science, Grades 6-8 including the requirement of teacher professional development.

Motion by _____ Seconded by _____

30. DESIGNATION OF TITLE I SCHOOL – WOOD CANYON ELEMENTARY SCHOOL:

Wood Canyon Elementary School is in the range of identification and designation as a Title I school. Tentative budget allocations for 2020-2021 have been communicated to current Title I schools, and an allocation was reserved for Wood Canyon Elementary School, if in the event the student percentage of low income exceeds a current Title I school and therefore must be identified for Title I. Current Title I schools will not receive less funding with Wood Canyon Elementary School being designated as Title I school, as funding was reserved. A Title I needs assessment and plan will be developed for Wood Canyon Elementary School which will outline proposed goals, monitoring actions and services tied to the expenditures. This plan will be brought forward at the March 17, 2021 Board meeting. Approximately \$137,000 in Title I funding will be allocated to Wood Canyon Elementary School.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Wood Canyon Elementary School as a Title I school.

Motion by _____ Seconded by _____

**DISCUSSION/
ACTION
Page 876
EXHIBIT 30**

31. TITLE I SCHOOLWIDE PROGRAM WAIVERS – CARL HANKEY AND CLARENCE LOBO ELEMENTARY SCHOOLS 2020-2021:

**DISCUSSION/
ACTION**
Page 879
EXHIBIT 31

The purpose of a Title I schoolwide program is to improve the academic achievement throughout a school so that all students, particularly the lowest-achieving students, demonstrate proficiency on the state’s academic standards. The improved achievement outcome is based on improving the entire educational program of the school. Title I schools are eligible to operate a schoolwide program if 40 percent or more of the students are from low-income families. Carl Hankey and Clarence Lobo Elementary Schools have been operating Title I schoolwide programs because the low-income percentages have been above 40 percent. In October, 2020, the official enrollment count was taken and certified in the California Longitudinal Pupil Achievement Data System in January 2021. Carl Hankey Elementary School’s low-income percentage is 38.5 percent and Lobo Elementary School’s low-income percentage is 39.7 percent. To continue to operate a schoolwide program, a waiver request may be submitted to the California Department of Education through the Consolidated Application and Reporting System. This item seeks approval of a Title I schoolwide program waiver for Carl Hankey and Clarence Lobo Elementary Schools. The School Plan for Student Achievement (SPSA) with the schoolwide program components that was Board approved at the November 18, 2020 meeting is a required component of the schoolwide program waiver and are included in the exhibits for re-approval with the waivers. The financial impact is in how the funding is allowed to be spent. If the waiver is approved, the funding is allowed to be spent on whole class, grade level, and schoolwide purchases. Without the waiver, expenditures would need to be spent on specific students identified as eligible to participate, based on academic needs.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Title I Schoolwide Program Waivers for Carl Hankey and Clarence Lobo Elementary Schools.

Motion by _____ Seconded by _____

32. FIRST READING - BOARD POLICY 6176, EDUCATION OF HOMELESS CHILDREN AND YOUTH:

**DISCUSSION/
ACTION**
Page 946
EXHIBIT 32

Board Policy 6176, *Education of Homeless Children and Youth*, was adopted on October 12, 2003. The Every Student Succeeds Act (ESSA) was released in 2016 and new guidance was provided to serve and support students in homeless situations. Board Policy 6176 has been revised to reflect ESSA guidance and brings the policy in alignment with current law. The only revisions are in the areas of academic standards, identifying and removing barriers, Local Control and Accountability Plan (LCAP) goals and actions, designation of a homeless liaison, implementation of a housing questionnaire/homeless enrollment form, staff professional development, educational records, comparable services, and coordination with other agencies and entities. Outdated language related to school of origin and transportation was removed. Changes are underlined; deletions are struck through. There is no financial impact.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Board Policy 6176, *Education of Homeless Children and Youth*.

Motion by _____ Seconded by _____

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, MARCH 17, 2021 7:00 P.M.
AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM
33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

www.capousd.org

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

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

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

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

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

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

If you wish to register to be a public speaker, please register by clicking [here](#).

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

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

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

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

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

REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
Prepared by: Philippa Townsend, Assistant Superintendent, Fiscal Services

Date: February 17, 2021

Board Item: Donation of Funds and Equipment

HISTORY

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

BACKGROUND INFORMATION

Donations are typically received at school sites where the office staff fills out a ‘Donation of Funds’ form and sends it to the Fiscal Services Department. Fiscal Services Staff review the donation form to determine if there are any issues of safety or other reasons why the gift(s) should not be accepted. The donation information is submitted to the Board of Trustees for approval at the next Board Meeting. After Board approval a thank you letter is sent to the 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
February 17, 2021

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Aliso Niguel High School PTSA	\$2,762.08	Instructional Materials and Supplies	Aliso Niguel High School
Aliso Niguel High School PTSA	\$1,500.00	Instructional Materials and Supplies	Aliso Niguel High School
Bathgate Elementary School PTA	\$132.00	School Materials	Bathgate Elementary School
Bathgate Elementary School PTA	\$1,300.00	Meet the Masters Program	Bathgate Elementary School
Bathgate Elementary School PTA	\$692.70	Raz Kids Licenses	Bathgate Elementary School
The Blackburn Giving Fund	\$200.00	Classroom Materials and Supplies	Bergeson Elementary School
Sea Crest Commercial Services, LLC	\$500.00	Raz Kids Reading Program	Castille Elementary School
Concordia Elementary Education Foundation	\$16,165.00	Para Educator's Salaries	Concordia Elementary School
Schweitzer Engineering Laboratories, Inc.	\$100.00	Technology	Dana Hills High School
City of Laguna Niguel	\$350.00	Homework Club	Dana Hills High School
Fidelity Charitable	\$100.00	Classroom Materials and Supplies	Don Juan Avila Elementary School
Orange County Human Relations	\$500.00	Non-Instructional Materials	Don Juan Avila Elementary School
Dorian Photography	\$689.25	School use as Needed	Don Juan Avila Elementary School
Mary and Wayne Bass	\$100.00	Classroom Materials and Supplies	George White Elementary School
Assistance League of Capistrano Valley	\$1,320.00	Ed Puzzle Software Program	Ladera Ranch Middle School
Las Flores Middle School PTSA	\$1,342.56	Projectors	Las Flores Middle School
Leonard Family Foundation	\$225,000.00	School use as Needed	Las Palmas Elementary School
Marblehead Elementary School PTA	\$1,189.98	School Assemblies	Marblehead Elementary School
Moulton Elementary School PTA	\$105.48	Non-Instructional Materials	Moulton Elementary School
Schweitzer Engineering Laboratories, Inc.	\$100.00	Classroom Materials and Supplies	Moulton Elementary School
Oak Grove Elementary School PTA	\$2,412.95	Projectors and Cameras	Oak Grove Elementary School
Network for Good	\$60.00	Instructional Materials and Supplies	Oso Grande Elementary School
Charities Aid Foundation of America	\$165.22	Instructional Materials and Supplies	Oso Grande Elementary School
The Fletcher Family Trust	\$50.00	Instructional Materials and Supplies	Oso Grande Elementary School

Donation of Funds
February 17, 2021

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Boxtops for Education	\$151.70	Instructional Materials and Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$533.36	Rapto Duplex Scanner	Oso Grande Elementary School
John Meehan	\$60.00	School use as Needed	Oso Grande Elementary School
Kroger	\$113.64	Instructional Materials and Supplies	Palisades Elementary School
Palisades Elementary School PTA	\$7,965.00	Iready Reading Program	Palisades Elementary School
Palisades Elementary School PTA	\$494.57	Projectors	Palisades Elementary School
Philip J. Reilly Elementary School PTA	\$100.00	Instructional Materials and Supplies	Philip J. Reilly Elementary School
Bergen County's United Way	\$100.00	Instructional Materials and Supplies	Philip J. Reilly Elementary School
Kids Helping Kids Orange County	\$859.64	Library Project	RH Dana Elementary School
Luke and Brooke Morris	\$1,000.00	Library Project	RH Dana Elementary School
The Blackbaud Giving Fund	\$50.00	Library Project	RH Dana Elementary School
RH Dana Elementary School PTA	\$4,407.03	Library Project	RH Dana Elementary School
Jason and Justis Charay	\$175.00	Library Project	RH Dana Elementary School
Craig Cooper	\$100.00	School use as Needed	San Clemente High School
Craig Cooper	\$200.00	School use as Needed	San Clemente High School
The Dragon Kim Foundation	\$4,800.00	Exterior Lighting	San Juan Elementary School
Jeffery Johnson	\$242.75	School use as Needed	San Juan Hills High School
Robert Peterson	\$200.00	School use as Needed	San Juan Hills High School
The Blackbaud Giving Fund	\$240.00	Classroom Materials and Supplies	Truman Benedict Elementary School
Forster Ranch Education Foundation	\$1,000.00	Non-Instructional Materials	Truman Benedict Elementary School
The Blackbaud Giving Fund	\$40.00	Classroom Materials and Supplies	Vista del Mar Elementary School
Fidelity Charitable	\$400.00	Classroom Materials and Supplies	Vista del Mar Elementary School
The Blackbaud Giving Fund	\$75.00	Classroom Materials and Supplies	Vista del Mar Elementary School
The Blackbaud Giving Fund	\$200.00	Instructional Materials and Supplies	Wagon Wheel elementary School
	\$280,344.91		

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

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

Prepared by: Philippa Townsend, Assistant Superintendent, Fiscal Services

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

Date: February 17, 2021

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

HISTORY

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

BACKGROUND INFORMATION

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

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

CURRENT CONSIDERATIONS

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

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

FINANCIAL IMPLICATIONS

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

STAFF RECOMMENDATION

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

PREPARED BY: Philippa Townsend, Assistant Superintendent, Fiscal Services

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

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

CAPISTRANO USD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 02/17/2021**

FROM 12/16/2020 TO 01/24/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P68A0307	ASSURED FIRE SYSTEMS INC	68,011.50	68,011.50	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68A0318	REVEL ENVIRONMENTAL MANUFACTUR	11,106.00	11,106.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68A0325	ORANGE COUNTY THERAPY SERVICE	100,000.00	34,000.00	0133150028 5101	General-Fed Prsc-HlthServ / Subagreement NPA
			66,000.00	0165000428 5101	SPED General / Subagreement NPA
P68A0326	PORTVIEW PREPARATORY INC	59,150.00	34,151.00	0165000413 5102	SPED General / Subagreement NPS
			24,999.00	0165000413 5802	SPED General / Non-Public Schools
P68A0327	NORDRUM, SAMUEL AND VALERIE	17,500.00	17,500.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68A0329	OLIVE CREST ACADEMY	20,000.00	20,000.00	0165120036 5101	General-SEMNTLHL-GuidCnsl / Subagreement NPA
P68A0330	BEACH KIDS THERAPY CENTER INC	3,640.00	3,640.00	0165000432 5801	SPED General / Non-Public Agency
P68A0331	ECE4AUTISM	90.00	90.00	0165000411 5102	SPED General / Subagreement NPS
P68A0332	CRYSTAL BEJARANO DBA CONNECT4K	20,000.00	20,000.00	0165000029 5115	General-Spec Ed-PsychSer / Subagreement Non-Instnr Consult
P68A0334	PORTVIEW PREPARATORY INC	2,400.00	1,200.00	0165000428 5102	SPED General / Subagreement NPS
			1,200.00	0165000432 5102	SPED General / Subagreement NPS
P68A0336	OLIVE CREST ACADEMY	36,500.00	11,501.00	0165000411 5102	SPED General / Subagreement NPS
			24,999.00	0165000411 5802	SPED General / Non-Public Schools
P68A0337	MAXIM HEALTHCARE SERVICES INC	13,275.00	13,275.00	0133150028 5801	General-Fed Prsc-HlthServ / Non-Public Agency
P68A0338	TERI INC	42,286.25	42,286.25	0165000411 5102	SPED General / Subagreement NPS
P68A0339	CALIFORNIA INDUSTRIAL REFRIGER	19,800.00	19,800.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68A0341	WLC ARCHITECTS INC	5,000.00	5,000.00	0181500211 6220	General-RR&Maint-Fac Acq / Building Improvement : DSA
P68A0343	NEW VISTA SCHOOL	24,500.00	24,500.00	0165000411 5802	SPED General / Non-Public Schools
P68A0344	NEW HAVEN YOUTH & FAMILY	20,500.00	20,500.00	0165000411 5802	SPED General / Non-Public Schools
P68A0345	MARDAN SCHOOL	24,500.00	24,500.00	0165000411 5802	SPED General / Non-Public Schools
P68A0346	OCEANVIEW SCHOOL	1,897.02	1,897.02	0165000411 5102	SPED General / Subagreement NPS
P68A0348	THERAPY TRAVELERS LLC	95,000.00	95,000.00	0165000029 5101	General-Spec Ed-PsychSer / Subagreement NPA
P68A0349	THERAPY TRAVELERS LLC	65,000.00	65,000.00	0165000027 5101	General-Spec Ed-GuidCnsl / Subagreement NPA
P68A0350	PORTVIEW PREPARATORY INC	1,200.00	1,200.00	0165000428 5102	SPED General / Subagreement NPS
P68P2105	SOLUTION TREE INC	2,516.00	2,516.00	0175100028 5215	General:Low-Performing / Conference : Instructional
P68P2162	NATIONAL SEATING & MOBILITY IN	2,377.61	2,377.61	0165000034 4405	General-Spec Ed-HlthServ / Non-Capitalized Equip: Non-Ins
P68P2163	TOBII DYNAVOX LLC	18,823.93	18,823.93	0165000418 4400	SPED General / NONCAPITALIZATION EQUIPMENT
P68P2164	SONOVA USA INC	1,960.57	1,960.57	0133150003 4400	General-Fed Prsc-SDCInstr / NONCAPITALIZATION
P68P2177	CDWG Inc	36,888.71	36,888.71	0163870035 4400	General-CITEIG-Instrectn / NONCAPITALIZATION

CAPISTRANO USD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 02/17/2021**

FROM 12/16/2020 TO 01/24/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P68P2181	LITERACY RESOURCES LLC	179.97	179.97	0100020263 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2184	DIGITAL NETWORKS GROUP INC	9,985.24	9,985.24	0163880016 5600	General-SWF / RENTALSLEASES & REPAIRS
P68P2188	SOUTHWEST SCHOOL & OFFICE SUPP	479.92	479.92	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68P2189	EARTHQUAKE MANAGEMENT	488.93	488.93	0100020159 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instruct
P68P2190	NEXTGEN ASSOCIATES INC DBA SER	5,452.27	5,452.27	0181500036 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P2191	AMERICAN TECHNOLOGIES INC	6,683.71	6,683.71	0181500030 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P2193	APPLE INC	326.17	326.17	0133150041 4300	general / MATERIALS & SUPPLIES
P68P2194	APPLE INC	326.17	326.17	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P2195	RODRIGUEZ, MATTHEW AND MARITES	32,000.00	32,000.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2196	JUNIOR LIBRARY GUILD	362.58	362.58	0100040070 4200	General-Lib Abte-Libr&Med / BOOKS OTHER THAN
P68P2198	P & R PAPER SUPPLY COMPANY INC	224.55	224.55	0174200001 4300	State Learning Loss / MATERIALS & SUPPLIES
P68P2199	CALIFORNIA WEEKLY EXPLORER INC	1,139.99	1,139.99	0104000312 5810	General-Gifts-Instrctn / Consulting Services
P68P2200	ATKINSON ANDELSON LOYA	99.00	99.00	0140350093 5216	General / Conference : Non-Instructional
P68P2201	SIMPSON IRVINE INC	50,000.00	50,000.00	0181500202 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instruct
P68P2203	MOORE, ALICIA AND MICHAEL	10,395.00	10,395.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2204	THOMPSON, REBECCA	824.69	824.69	0165000414 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2206	INGARDIA BROS. PRODUCE INC.	1,260.00	1,260.00	0163870011 4300	General-CTEIG-Instrctn / MATERIALS & SUPPLIES
P68P2207	IPEVO INC	996.37	996.37	0100020515 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2208	PATON MILLER LLC DBA	5,662.84	5,662.84	0135550003 4500	General-VEA-Instrctn / Other Supplies : Non-Instruct
P68P2209	KYA SERVICES LLC	6,876.14	2,693.80	0163880010 4500	General-SWF / Other Supplies : Non-Instruct
P68P2210	GENESEE SCIENTIFIC CORPORATION	11,182.45	4,182.34	0163880010 5600	General-SWF / RENTALSLEASES & REPAIRS
P68P2211	GANDER PUBLISHING INC.	800.00	2,790.60	0163880026 4300	General SWF / MATERIALS & SUPPLIES
P68P2212	COALITION FOR ADEQUATE SCHOOL	1,234.00	8,391.85	0163880026 4400	General SWF / NONCAPITALIZATION EQUIPMENT
P68P2213	SOUTHWEST SCHOOL & OFFICE SUPP	1,083.62	800.00	0130100098 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68P2214	APPLE INC	326.17	1,234.00	0100000336 5300	General-Undes-FacPlann / DUES & MEMBERSHIPS
P68P2215	REC SOLAR COMMERCIAL CORP	1,889.85	1,083.62	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68P2216	THE SENSORY PATH INC.	865.07	326.17	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P2217	CHEFS TOYS	250.00	1,889.85	0181500022 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P2218	LENNOX INDUSTRIES INC	17,987.79	865.07	0130100387 4500	General-Title I-HlthServ / Other Supplies : Non-Instruct
P68P2219	LENNOX INDUSTRIES INC	4,844.25	250.00	0135550010 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
			17,987.79	0181500020 4405	General-RR&Maint-RR-Bldgs / Non-Capitalized Equip: Non-In
			4,844.25	0181500098 4405	General-RR&Maint-RR-Bldgs / Non-Capitalized Equip: Non-In

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P68P2220	LENNOX INDUSTRIES INC	9,529.04	9,529.04	0181500098 4405	General-RR&Maint-RR-Bldgs / Non-Capitalized Equip: Non-Inst
P68P2221	WEATHERPROOFING TECHNOLOGIES I	10,106.60	10,106.60	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P2222	VISTA PAINT & WALLCOVERING	1,500.00	1,500.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P2225	DIGITAL NETWORKS GROUP INC	6,011.05	3,868.02	0163880010 4405	General-SWF / Non-Capitalized Equip: Non-Inst
			2,143.03	0163880010 5605	General-SWF / Rental, Leases & Repairs:Other
P68P2226	DOHENY PLUMBING	8,571.06	8,571.06	0181500098 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P2227	LINDAMOOD-BELL LEARNING	1,500.00	1,500.00	0130100098 5215	General-Title I-Instctn / Conference : Instructional
P68P2228	DOHENY PLUMBING	13,080.73	13,080.73	0181500020 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P2229	AVID CENTER	12,410.00	12,410.00	0142030049 5216	General-THH LEP-SupvAdmn / Conference : Non-Instructional
P68P2230	RITE-WAY ROOF CORPORATION	3,859.10	3,859.10	0181500122 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P2231	NOTABLE INC.	297.00	297.00	0163000010 4300	General-Lott:IM-Instctn / MATERIALS & SUPPLIES
P68P2232	AVID CENTER	2,675.00	675.00	0130100100 5215	General-Title I-Instctn / Conference : Instructional
			2,000.00	0175100034 5215	General:Low-Performing / Conference : Instructional
P68P2233	SOUTH COAST FIRE PROTECTION IN	21,500.00	21,500.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P2234	SIGNATURE FLOORING INC	4,177.85	4,177.85	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P2235	SPARTAN TOOL LLC	6,254.37	6,254.37	0181500009 4405	General-RR&Maint-RR-Bldgs / Non-Capitalized Equip: Non-Inst
P68P2237	TUVA LABS INC.	600.00	600.00	0100020643 4300	General-SiteAllo-Instctn / MATERIALS & SUPPLIES
P68P2238	SOUTHWEST SCHOOL & OFFICE SUPP	2,500.00	2,500.00	0100020643 4300	General-SiteAllo-Instctn / MATERIALS & SUPPLIES
P68P2239	CONSOLIDATED ELECTRICAL DISTR	5,000.00	5,000.00	0104000317 4400	General-Gifts-Instctn / NONCAPITALIZATION EQUIPMENT
P68P2240	SHAMROCK MUSIC	500.00	500.00	0111020006 5600	General-Music-Instctn / RENTALSLEASES & REPAIRS
P68P2241	SHAMROCK MUSIC	500.00	500.00	0111020006 5600	General-Music-Instctn / RENTALSLEASES & REPAIRS
P68P2242	SAFETY KLEEN SYSTEMS INC	30,000.00	15,000.00	0172300008 5800	General-H-S Trms-PuplTran / PROF/CONS SERV & OPER
			15,000.00	0172400005 5800	General-SpEdTran-PuplTran / PROF/CONS SERV & OPER
P68P2243	SHAMROCK SUPPLY CO INC	140.18	140.18	01 9321	General-Undes / STORES-WAREHOUSE
P68P2244	ULINE INC	1,745.55	1,745.55	01 9321	General-Undes / STORES-WAREHOUSE
P68P2245	CDWG Inc	1,342.57	1,342.57	0104000466 4400	General-Gifts-Instctn / NONCAPITALIZATION EQUIPMENT
P68P2247	LENNOX INDUSTRIES INC	16,464.20	16,464.20	0181500091 4405	General-RR&Maint-RR-Bldgs / Non-Capitalized Equip: Non-Inst
P68P2249	SIMPSON IRVINE INC	893.25	893.25	0100000518 4500	General-Undes-Op:Grnds / Other Supplies : Non-Instructl
P68P2250	TIERNEY PUBLISHING INC DBA PAR	1,600.00	1,600.00	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
P68P2251	ORANGE COUNTY REGISTER DBA THE	2,857.44	2,857.44	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
P68P2253	CDWG Inc	153.49	153.49	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P2254	APPLE INC	326.17	326.17	0133150041 4300	general / MATERIALS & SUPPLIES

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P68P2255	APPLE INC	326.17	326.17	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P2257	APPLE INC	2,374.42	2,374.42	0165000415 4400	SPED General / NONCAPITALIZATION EQUIPMENT
P68P2258	SCHOOL SERVICES OF CALIFORNIA	2,160.00	240.00	0100000036 5216	General-Undes-SupvAdmn / Conference : Non-Instructional
			1,200.00	0100000266 5216	General-Undes-StaffNeg / Conference : Non-Instructional
			240.00	0100000291 5216	General-Undes-Prsnl:HR / Conference : Non-Instructional
			240.00	0100000303 5216	General-Undes-SuppSvcs / Conference : Non-Instructional
			240.00	0165000009 5216	General-Spec Ed-SupvAdmn / Conference : Non-Instructional
P68P2259	STAPLES BUSINESS ADVANTAGE	35.22	35.22	0100000285 4500	General-Undes-Bus/Fisc / Other Supplies : Non-Instructl
P68P2260	SCHOOL SERVICES OF CALIFORNIA	400.00	400.00	0100000285 5800	General-Undes-Bus/Fisc / PROF/CONS SERV & OPER
P68P2262	SOUTHWEST SCHOOL & OFFICE SUPP	700.00	700.00	0100000277 4500	General-Undes-Pub Info / Other Supplies : Non-Instructl
P68P2263	FISHER SCIENTIFIC CO LLC	510.42	510.42	0100020458 4300	General-SiteAllo-Instctn / MATERIALS & SUPPLIES
P68P2264	PARADIGM HEALTH CARE SERVICES	20,700.00	20,700.00	0156400024 5800	General-Medi-Cal-SupvAdmn / PROF/CONS SERV & OPER
P68P2265	HANCOCK, KEITH AND CARLY	5,180.00	5,180.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2266	CHADWICK, CHARLES AND MICHELLE	1,500.00	1,500.00	0165000435 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2267	INCLUSIVE EDUCATION PROJECT	5,000.00	5,000.00	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
P68P2268	ODEN, CAMDEN AND CORY	12,250.00	12,250.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2269	FOLLETT HIGHER EDUCATION GROUP	3,138.76	3,138.76	0163000018 4150	General-Lott:IM-Instctn / 9-12 Textbooks
P68P2270	CDWG Inc	494.57	494.57	0104000300 4300	General-Gifts-Instctn / MATERIALS & SUPPLIES
P68P2271	LAKESHORE LEARNING MATERIALS	159.58	159.58	0100020228 4300	General-SiteAllo-Instctn / MATERIALS & SUPPLIES
P68P2272	MHS INC	226.28	169.71	0130100098 4200	General-Title I-Instctn / BOOKS OTHER THAN TEXTBOOKS
			56.57	0130100098 4300	General-Title I-Instctn / MATERIALS & SUPPLIES
P68P2273	CALIFORNIA WEEKLY EXPLORER INC	789.99	789.99	0104000363 5800	General-Gifts-Instctn / PROF/CONS SERV & OPER EXPEND
P68P2274	AASA MEMBERSHIP	225.00	225.00	0100000291 5300	General-Undes-Prsnl:HR / DUES & MEMBERSHIPS
P68P2275	Q FENCE AND FABRICATION INC	24,950.00	24,950.00	0181500121 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
P68P2276	P5 GRAPHICS AND DISPLAYS INC.	8,135.13	8,135.13	0132150008 4500	General-GEER-LLM / Other Supplies : Non-Instructl
P68P2277	SPICERS PAPER INC	22,156.85	22,156.85	01 9321	General-Undes / STORES-WAREHOUSE
P68P2278	CANON SOLUTIONS AMERICA INC.	384.67	384.67	0135550100 4300	VEA / MATERIALS & SUPPLIES
P68P2279	ACADEMIC THERAPY PUBLICATIONS	444.47	177.78	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			266.69	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P2280	INGARDIA BROS. PRODUCE INC.	1,250.00	1,250.00	0135550100 4300	VEA / MATERIALS & SUPPLIES
P68P2281	STUTTERING THERAPY RESOURCES I	207.02	207.02	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
P68P2282	CDWG Inc	17.04	17.04	0100020097 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl

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P68P2283	LITERACY RESOURCES LLC	72.64	72.64	0100100004 4200	General-EdBudget-SupvAdmn / BOOKS OTHER THAN
P68P2284	LITERACY RESOURCES LLC	74.35	74.35	0130100007 4500	General-Title I-SupvAdmn / Other Supplies : Non-Instructl
P68P2285	CULVER-NEWLIN INC	17,010.92	4,065.19	0104000302 4400	General-Gifts-Instrctn / NONCAPITALIZATION EQUIPMENTS
			12,945.73	0130100094 4400	General-Title I-Instrctn / NONCAPITALIZATION
P68P2286	CDWG Inc	110.38	110.38	0100020228 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2287	MIND RESEARCH INSTITUTE	8,000.00	8,000.00	0104000303 5800	General-Gifts-Instrctn / PROF/CONS SERV & OPER EXPENSES
P68P2289	MORSCO SUPPLY LLC	7,068.73	5,853.79	0104000081 4405	General-Gifts-Sch Adm / Non-Capitalized Equip: Non-Ins
			1,214.94	0104000081 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
P68P2290	SOUTHWEST SCHOOL & OFFICE SUPP	5,000.00	5,000.00	0104000303 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P2291	COLLINS COMPANY	1,584.25	1,584.25	0100000520 5605	General-Undes-Op:Grnds / Rental, Leases & Repairs:Other
P68P2292	SIGNATURE FLOORING INC	2,156.68	2,156.68	0181500091 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
P68P2293	SIGNATURE FLOORING INC	2,331.90	2,331.90	0181500014 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
P68P2294	CANON SOLUTIONS AMERICA INC.	188.56	188.56	0135550100 5600	VEA / RENTALSLEASES & REPAIRS
P68P2295	MEDCO SUPPLY	4,088.44	4,088.44	0111000166 4300	General-CoCurric-CurAthlt / MATERIALS & SUPPLIES
P68P2296	BSN SPORTS	978.11	978.11	0111000171 4300	General-CoCurric-CurAthlt / MATERIALS & SUPPLIES
P68P2297	FIVESTAR RUBBER STAMP ETC INC.	140.95	140.95	0100000285 4500	General-Undes-Bus/Fisc / Other Supplies : Non-Instructl
P68P2298	SIGNATURE FLOORING INC	1,223.25	1,223.25	0181500089 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
P68P2300	TRAK ENGINEERING INC	15,000.00	7,500.00	0172300014 4600	General-H-S Trns-PuplTran / Pupil Transportation
			7,500.00	0172400010 4600	General-SpEdTran-PuplTran / Pupil Transportation
P68P2301	ULINE INC	393.00	393.00	0100000342 4500	General-Undes-TIS / Other Supplies : Non-Instructl
P68P2302	APPLE INC	412.37	412.37	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P2303	APPLE INC	412.37	412.37	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P2304	SONOVA USA INC	1,960.57	1,960.57	0133150003 4400	General-Fed Prsc-SDCInstr / NONCAPITALIZATION
P68P2305	CJT ENTERPRISES INC.	2,398.38	2,398.38	0165000418 4400	SPED General / NONCAPITALIZATION EQUIPMENT
P68P2306	DIGITAL NETWORKS GROUP INC	6,011.05	3,868.02	0163880011 4405	General-SWF / Non-Capitalized Equip: Non-Ins
			2,143.03	0163880011 5605	General-SWF / Rental, Leases & Repairs:Other
P68P2308	DOUGLAS P. MCLAUGHLIN DBA ONSE	150.56	150.56	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P2309	KENDALL HUNT PUBLISHING COMPANY	2,335.33	2,335.33	0165000403 4300	SPED General / MATERIALS & SUPPLIES
P68P2310	CONTINENTAL FLOORING COMPANY	3,708.01	3,708.01	0100000373 4500	General-Undes-Custodil / Other Supplies : Non-Instructl
P68P2311	HAWTHORNE EDUCATIONAL SERVICES	1,277.55	511.02	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			766.53	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P2312	STAPLES BUSINESS ADVANTAGE	633.64	633.64	0165000020 4500	General-Spec Ed-Sch Adm / Other Supplies : Non-Instructl

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P68P2313	STAPLES BUSINESS ADVANTAGE	244.59	244.59	016500020 4500	General-Spec Ed-Sch Adm / Other Supplies : Non-Instructl
P68P2314	MEET THE MASTERS INC	650.00	650.00	0104000357 5810	General-Gifts-Instrctn / Consulting Services
P68P2315	ADVANTAGE WEST INVESTMENT ENTE	5,553.44	5,553.44	0100000373 4500	General-Undes-Custodil / Other Supplies : Non-Instructl
P68P2316	SOCIETY FOR HUMAN RESOURCE	219.00	219.00	0100000291 5300	General-Undes-Prsnl:HR / DUES & MEMBERSHIPS
P68P2317	MOBILE COMMUNICATION REPAIR	342.65	342.65	0104000120 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
P68P2318	BSN SPORTS	1,942.63	1,942.63	0111000171 4300	General-CoCurric-CurAthlt / MATERIALS & SUPPLIES
P68P2319	SMART & FINAL **SCHOOL SITES**	2,000.00	2,000.00	0135550005 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
P68P2320	ADVANTAGE WEST INVESTMENT ENTE	32,087.95	32,087.95	0100000373 4500	General-Undes-Custodil / Other Supplies : Non-Instructl
P68P2323	P & R PAPER SUPPLY COMPANY INC	224.55	224.55	0174200001 4300	State Learning Loss / MATERIALS & SUPPLIES
P68P2324	THE DEVEREUX FOUNDATION (GEORG	974.38	974.38	0165000414 5803	SPED General / Residential Treatment Center
P68P2325	MALSTROM, MEGAN	45,000.00	45,000.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2326	WONG, JORGE AND CORIE	224,700.00	6,000.00	0165000413 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2327	AUGUSTIN EGELSEE LLP	90,000.00	218,700.00	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2328	BRETT ALLEN DBA ALLEN ESQ	5,000.00	25,379.17	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
P68P2329	SNAP ON INCORPORATED	3,969.22	64,620.83	0165000419 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2330	APPLE INC	326.17	5,000.00	0165000015 5820	General-Spec Ed-SupvAdmn / Legal Services
P68P2331	SCHOLASTIC	1,177.48	3,969.22	0163880027 4300	General SWF / MATERIALS & SUPPLIES
P68P2332	MOBILE COMMUNICATION REPAIR	513.97	326.17	0133150041 4300	general / MATERIALS & SUPPLIES
P68P2333	CURRICULUM ASSOCIATES LLC	7,845.00	1,177.48	0130100104 4200	General-Title I-Instrctn / BOOKS OTHER THAN TEXTBOOKS
P68P2334	SNAP ON INCORPORATED	14,688.79	513.97	0130100041 5600	General-Title I-Sch Adm / RENTALS,LEASES & REPAIRS
P68P2335	PAXTON/PATTERSON	1,997.94	7,845.00	0130100364 4400	General-Title I:Supplies / NONCAPITALIZATION
P68P2336	FILTERBUY INC.	1,847.80	14,688.79	0163880027 4400	General SWF / NONCAPITALIZATION EQUIPMENT
P68P2337	SNAP ON INCORPORATED	6,156.33	1,997.94	0163880027 4400	General SWF / NONCAPITALIZATION EQUIPMENT
P68P2338	SNAP ON INCORPORATED	9,420.68	1,847.80	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
P68P2339	CORNELIUS, JEFF	156.20	6,156.33	0163880027 4400	General SWF / NONCAPITALIZATION EQUIPMENT
P68P2340	PERMA-BOUND	1,284.60	9,420.68	0163880027 4400	General SWF / NONCAPITALIZATION EQUIPMENT
P68P2341	LITERACY RESOURCES LLC	488.66	156.20	0165000414 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2342	CAMCOR INC	49.59	1,284.60	0100040008 4114	General-Lib Abte-Instrctn / Textbooks: K-12
P68P2343	TRAK ENGINEERING INC	15,000.00	488.66	0130100104 4200	General-Title I-Instrctn / BOOKS OTHER THAN TEXTBOOKS
P68P2344	CULVER-NEWLIN INC	789.59	49.59	0104000300 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
			15,000.00	0181500202 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
			789.59	0163880026 4300	General SWF / MATERIALS & SUPPLIES

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P68P2345	LITERACY RESOURCES LLC	2,036.95	2,036.95	0130100208 4200	General-Title I-Instrctn / BOOKS OTHER THAN TEXTBOOK
P68P2346	PATON MILLER LLC DBA	995.00	995.00	0135550003 5800	General-VEA-Instrctn / PROF/CONS SERV & OPER EXPEN
P68P2347	PATON MILLER LLC DBA	2,378.06	2,378.06	0135550003 4405	General-VEA-Instrctn / Non-Capitalized Equip: Non-Ins
P68P2348	CULVER-NEWLIN INC	6,557.54	6,557.54	0100020630 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2349	SNAP ON INCORPORATED	10,000.00	10,000.00	0172300014 4600	General-H-S Trms-PuplTran / Pupil Transportation
P68P2351	GLOBAL BRIGADES INC. DBA GLOBA	20,000.00	20,000.00	0172200015 5800	General-PrtnrAcad-Instrctn / PROF/CONS SERV & OPER
P68P2352	SOUTHWEST SCHOOL & OFFICE SUPP	500.00	500.00	0100021031 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68P2353	PRENTKE ROMICH CO. DBA PRC-SAL	5,543.74	5,543.74	0165000593 4405	SPED General / Non-Capitalized Equip: Non-Ins
P68P2354	SONOVA USA INC	3,775.60	3,775.60	0165000415 4400	SPED General / NONCAPITALIZATION EQUIPMENT
P68P2355	NATIONAL SEATING & MOBILITY IN	1,591.04	1,591.04	0165000034 4405	General-Spec Ed-HlthServ / Non-Capitalized Equip: Non-Ins
P68P2357	MEET THE MASTERS INC	1,300.00	1,300.00	0104000303 5810	General-Gifts-Instrctn / Consulting Services
P68P2358	MYERS & SONS HI-WAY SAFETY INC	1,076.42	1,076.42	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
P68P2359	ART MASTERS INC	1,841.16	1,841.16	0104000312 5810	General-Gifts-Instrctn / Consulting Services
P68P2360	CURRICULUM ASSOCIATES LLC	1,500.00	1,500.00	0140350006 5800	General-Title II-SupvAdmn / PROF/CONS SERV & OPER
P68P2361	ATKINSON ANDELSON LOYA	298.00	298.00	0100000291 5216	General-Undes-Prsnl:HR / Conference : Non-Instructional
P68P2362	CDWG Inc	3,679.99	3,679.99	0104000354 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P2363	INSTRUCTURE INC.	3,600.00	3,600.00	0140350081 5800	General-Title II-Instrctn / PROF/CONS SERV & OPER
P68P2364	CULVER-NEWLIN INC	17,494.30	17,494.30	0163880027 4300	General SWF / MATERIALS & SUPPLIES
P68P2365	CDWG Inc	494.57	494.57	0165200012 4300	SPED General / MATERIALS & SUPPLIES
P68P2366	PRO-ED INC	624.08	249.63	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
P68P2367	NCS PEARSON INC.	603.26	374.45	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P2368	AGENCY FOR STUDENT HEALTH	2,970.00	241.30	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
P68P2369	ATKINSON ANDELSON LOYA	169.00	361.96	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
P68P2370	GOPHER ATHLETIC	519.52	2,970.00	0100100055 5800	General-EdBudg-SupvAdmn / PROF/CONS SERV & OPER
P68P2373	REVOLUTION PREP LLC	2,500.00	169.00	0100000285 5216	General-Undes-Bus/Fisc / Conference : Non-Instructional
P68P2374	OCDE	225.00	519.52	0104000322 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68P2377	LEARNING A-Z	1,080.00	2,500.00	0141270007 5810	General-TitleIV: Well / Consulting Services
P68P2378	BUSHIVE INC	6,600.00	225.00	0140350019 5215	General-Title II-Instrctn / Conference : Instructional
P68P2379	ATKINSON ANDELSON LOYA	1,996.00	1,080.00	0104000307 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
			4,620.00	0172300008 5800	General-H-S Trms-PuplTran / PROF/CONS SERV & OPER
			1,980.00	0172400005 5800	General-SpEdTran-PuplTran / PROF/CONS SERV & OPER
			475.00	0100000336 5216	General-Undes-FacPlann / Conference : Non-Instructional

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P68P2379	*** CONTINUED ***				
P68P2380	WEST COAST ARBORISTS INC.	100,000.00	1,521.00	0181500006 5216	General-RR&Maint-M&OResOH / Conference :
P68P2381	WON-DOOR CORPORATION	4,216.52	100,000.00	0100000518 5605	General-Undes-Op:Grnds / Rental, Leases & Repairs: Other
P68P2383	THRET, CARRIE AND TREVOR	658.78	4,216.52	0181500106 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs: Other
P68P2384	NORMATIVE SERVICES INC	518.97	658.78	0165000414 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68P2385	LOS RIOS ROCK SCHOOL INC.	8,000.00	518.97	0165000414 5803	SPED General / Residential Treatment Center
P68P2386	CUSD - PARENT MILEAGE REIMBURS	9,500.00	8,000.00	0130100225 5800	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
P68P2387	CUSD - PARENT MILEAGE REIMBURS	2,400.00	9,500.00	0130100074 5800	General-Title I-Instrctn / PROF/CONS SERV & OPER EXPEN
P68P2388	HOUGHTON MIFFLIN HARCOURT PUBL	4,849.18	2,400.00	0100100044 5800	General-EdBudget-Instrctn / PROF/CONS SERV & OPER
P68P2393	LIGHTSPEED TECHNOLOGIES INC	110.44	4,849.18	0175100020 4300	General:Low-Performing / MATERIALS & SUPPLIES
P68P2394	CORWIN PRESS INC	746.05	110.44	0100020102 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instruct
P68P2395	O REILLY AUTO PARTS	352.43	746.05	0130100364 4300	General:Title I:Supplies / MATERIALS & SUPPLIES
P68P2396	R. JENSEN CO INC	3,663.40	352.43	0135550006 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
P68P2397	LITERACY RESOURCES LLC	535.24	3,663.40	0181500025 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs: Other
P68P2398	INDEPENDENT LIVING AIDS LLC	304.43	535.24	0175100035 4300	General:Low-Performing / MATERIALS & SUPPLIES
P68P2401	RUSSELL SIGLER INC	6,225.00	304.43	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68P2405	THOMPSON, REBECCA	546.20	6,225.00	0181500014 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs: Other
P68X0209	AMAZON	27.53	546.20	0165000414 5800	SPED General / PROF/CONS SERV & OPER EXPEND
P68X0375	AMAZON	72.83	27.53	0100029423 4300	supply / MATERIALS & SUPPLIES
P68X0376	AMAZON	30.14	72.83	0100020611 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0377	ULINE INC	107.73	30.14	0100100004 4500	General-EdBudget-SupvAdmn / Other Supplies : Non-Instruct
P68X0378	AMAZON	45.20	107.73	0100020611 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0379	AMAZON	86.86	45.20	0100020549 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0380	AMAZON	31.83	86.86	0130100079 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68X0382	AMAZON	64.73	31.83	0130100079 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68X0383	AMAZON	30.99	64.73	0100029415 4300	General / MATERIALS & SUPPLIES
P68X0385	AMAZON	332.10	30.99	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0386	HOME DEPOT	1,386.74	332.10	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0387	CONSTANT CONTACT INC	3,890.50	1,386.74	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instruct
P68X0388	FACEBOOK INC.	200.00	3,890.50	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
P68X0389	SENDGRID INC	89.95	200.00	0100000277 5800	General-Undes-Pub Info / PROF/CONS SERV & OPER
		89.95	89.95	0100000342 5800	General-Undes-TIS / PROF/CONS SERV & OPER EXPEND

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P68X0390	AMAZON	149.76	149.76	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0391	AMAZON	39.13	39.13	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0393	AMAZON	39.13	39.13	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0394	PANERA BREAD COMPANY	189.54	189.54	0100000262 4500	General-Undes-Board / Other Supplies : Non-Instructl
P68X0395	THERAPRO INC	17.49	17.49	0165000122 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
P68X0396	AMAZON	47.73	47.73	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0397	AMAZON	49.48	49.48	0100020515 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0398	AMAZON	28.61	28.61	0133150041 4300	general / MATERIALS & SUPPLIES
P68X0399	AMAZON	16.75	16.75	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0400	BEST BUY FOR BUSINESS	323.24	323.24	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0401	AMAZON	26.93	26.93	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0402	BEST BUY FOR BUSINESS	64.60	64.60	0165000415 4300	SPED General / MATERIALS & SUPPLIES
P68X0404	HOBBY LOBBY STORES INC	69.98	69.98	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68X0406	AMAZON	53.82	53.82	0104000300 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0407	AMAZON	52.55	52.55	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68X0408	AMAZON	59.21	59.21	0100020643 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0409	APPLE INC	4,199.60	4,199.60	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0410	AMAZON	835.06	835.06	0130100098 4200	General-Title I-Instrctn / BOOKS OTHER THAN TEXTBOOK
P68X0411	AMAZON	378.20	378.20	0130100098 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68X0412	AMAZON	107.73	107.73	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0413	AMAZON	269.38	269.38	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0414	AMAZON	469.07	469.07	0163000018 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68X0417	AMAZON	1,413.13	1,413.13	0160110002 4300	General-AftSchLr-Instrctn / MATERIALS & SUPPLIES
P68X0418	AMAZON	421.03	421.03	0100000342 4500	General-Undes-TIS / Other Supplies : Non-Instructl
P68X0419	AMAZON	37.13	37.13	0133150041 4300	general / MATERIALS & SUPPLIES
P68X0420	AMAZON	47.39	47.39	0135550005 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
P68X0421	AMAZON	510.70	510.70	0165000559 4300	SPED General / MATERIALS & SUPPLIES
P68X0422	AMAZON	472.30	472.30	0135550005 4300	General-VEA-Instrctn / MATERIALS & SUPPLIES
P68X0423	COSTCO S.J.C.	107.70	107.70	0165000558 4500	SPED General / Other Supplies : Non-Instructl
P68X0424	WALMART	2,572.75	2,572.75	0132150001 4300	General-GEER-LLM / MATERIALS & SUPPLIES
P68X0425	AMAZON	209.98	209.98	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0426	HOME DEPOT	106.47	106.47	0100020129 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl

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P68X0427	AMAZON	344.83	344.83	0165200012 4300	SPED General / MATERIALS & SUPPLIES
P68X0428	HOBBY LOBBY STORES INC	559.60	559.60	0163000010 4300	General-Lott:IM-Instrctn / MATERIALS & SUPPLIES
P68X0429	AMAZON	252.95	252.95	0100020508 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0430	AMAZON	71.55	71.55	0100020102 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68X0431	AMAZON	138.19	39.84	0100020228 4500	General-SiteAllo-Instrctn / Other Supplies : Non-Instructl
			98.35	0130100094 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68X0432	AMAZON	322.71	322.71	0130100094 4300	General-Title I-Instrctn / MATERIALS & SUPPLIES
P68X0433	AMAZON	33.24	33.24	0100020282 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0434	AMAZON	189.32	189.32	0165000593 4300	SPED General / MATERIALS & SUPPLIES
P68X0435	ATKINSON ANDELSON LOYA	338.00	338.00	0100000336 5216	General-Undes-FacPlann / Conference : Non-Instructional
P68X0436	AMAZON	30.16	30.16	0100020574 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0437	AMAZON	142.17	142.17	0156400111 4500	SPED General / Other Supplies : Non-Instructl
P68X0438	AMAZON	43.05	43.05	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0439	AMAZON	103.44	103.44	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0440	AMAZON	177.63	177.63	0165000559 4300	SPED General / MATERIALS & SUPPLIES
P68X0441	AMAZON	37.70	37.70	0100020411 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0442	AMAZON	625.00	625.00	0104000430 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0443	AMAZON	1,026.96	1,026.96	0104000354 4300	General-Gifts-Instrctn / MATERIALS & SUPPLIES
P68X0444	AMAZON	388.29	388.29	0165000559 4300	SPED General / MATERIALS & SUPPLIES
P68X0445	AMAZON	27.49	27.49	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0446	AMAZON	90.38	90.38	0100020028 4300	General-SiteAllo-Sch Adm / MATERIALS & SUPPLIES
P68X0447	AMAZON	22.62	22.62	0174200015 4500	LLMF / Other Supplies : Non-Instructl
P68X0448	AMAZON	23.45	23.45	0100020245 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0449	AMAZON	434.45	434.45	0175100160 4500	LOW PERF / Other Supplies : Non-Instructl
P68X0451	AMAZON	581.69	581.69	0175100048 4300	General:Low-Performing / MATERIALS & SUPPLIES
P68X0453	AMAZON	96.87	96.87	0165000418 4300	SPED General / MATERIALS & SUPPLIES
P68X0454	AMAZON	174.75	174.75	0165200012 4300	SPED General / MATERIALS & SUPPLIES
P68X0455	AMAZON	107.73	107.73	0100020063 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
P68X0459	WEST MUSIC COMPANY	265.12	265.12	0111020006 4300	General-Music-Instrctn / MATERIALS & SUPPLIES
P68X0463	AMAZON	134.58	134.58	0100020428 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0464	AMAZON	74.93	74.93	0100020428 4300	General-SiteAllo-Instrctn / MATERIALS & SUPPLIES
P68X0465	AMAZON	2,779.95	2,779.95	0163880027 4300	General SWF / MATERIALS & SUPPLIES

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P68X0469	JEG'S AUTOMOTIVE INC. DBA BUCK	1,252.65	1,252.65	0172200017 4400	General-PrtmrAcq-Instctn / NONCAPITALIZATION
Fund 01 Total:		2,002,582.79	2,002,582.79		

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P68P2125	PAUL H BROOKS PUB CO	860.40	860.40	1261270004 5800	ChildDev-CDQRISBL-SupvAdmm / PROF/CONS SERV &
Fund 12 Total:		860.40	860.40		

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P68A0306	R M SYSTEMS INC	55,744.21	55,744.21	1462050073	6200 DefMaint-DefMntT3-Fac Acq / BUILDINGS & IMPROV OF
P68P2236	WESTERN WATERPROOFING CO. OF A	5,250.00	5,250.00	1462050009	5605 DefMaint-DefMntT3-RR:Bldgs / Rental, Leases & Repairs:Oth
Fund 14 Total:		60,994.21	60,994.21		

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P68A0324	LPA INC.	2,695,000.00	2,695,000.00	2598050002 6210	Cap FacI-PA3 / Building Impr : Architect Fees
P68A0335	ATKINSON ANDELSON LOYA	100,000.00	100,000.00	2598060002 5820	Cap FacI-RMVC DEV-Fac Acq / Legal Services
P68P2299	DEPARTMENT OF GENERAL SERVICES	268.75	268.75	2598030029 6220	Cap FacI-Dev Fees-Fac Acq / Building Improvement : DSA
Fund 25 Total:		2,795,268.75	2,795,268.75		

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P68A0340	A-TECH CONSULTING INC.	1,050.00	1,050.00	4098000015 6290	SpecResv-MV Redev-Fac Acq / Building Impr : Inspection
P68P2399	PAUL C MILLER CONSTRUCTION CO	38,289.32	38,289.32	4098000014 6200	SpecResv-MV Redev-Fac Acq / BUILDINGS & IMPROV OF
Fund 40 Total:		39,339.32	39,339.32		

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P68P2322	CLEAN EARTH ENVIRONMENTAL SOLU	4,559.09	4,559.09	7000000002 5800	PropLiab-Undes-Enterprs / PROF/CONS SERV & OPER
Fund 70 Total:		4,559.09	4,559.09		

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PO NUMBER **VENDOR**
P68C0027 **US BANK**

<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
2,500.00	2,500.00	9899840023 5800	CFD 98-2-BndRfndg-Fac Acq / PROF/CONS SERV & OPER
2,500.00	2,500.00		

Fund 98 Total:

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Total Account Amount: 4,906,104.56

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Consolidated Check Register w. Account
 from 12/17/2020 to 1/25/2021

Check #	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00299331	V68122588 IST JON INC	12/17/20		MW	0101-8150-0-5605-0000-8110-000	221.55
68	00299332	V68001018 A Z BUS SALES INC	12/17/20		MW	0101-0730-0-4600-1110-3600-000	635.74
68	00299333	V68120880 A&R FLOOR COVERING ACCESORIES	12/17/20		MW	0101-8150-0-4500-0000-8110-000	289.63
68	00299334	V68151551 A.C. LANDSCAPE INC.	12/17/20		MW	0101-0000-0-5605-0000-8220-000	3,082.66
68	00299335	V68001581 ABLENET INC	12/17/20		MW	0101-6500-0-4300-5760-1190-000	425.63
68	00299336	V68100985 ACCURATE AIR ENGINEERING INC	12/17/20		MW	0101-8150-0-5605-0000-8110-000	501.64
68	00299337	V68163200 ADAMS, JENNIFER	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299338	V68155761 ADVANCED CHEMICAL TECHNOLOGY I	12/17/20		MW	0101-8150-0-5800-0000-8110-000	2,095.30
68	00299339	V68152532 ADVANTAGE WEST INVESTMENT ENTE	12/17/20		MW	0101-0000-0-4500-0000-8210-000	795.88
68	00299340	V68104979 AGUILERA, DANA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299341	V68163031 AIDA ALLEN-ROTELL	12/17/20		MW	0101-3010-0-5800-0000-2140-000	750.00
68	00299342	V68120139 ALC SCHOOLS LLC	12/17/20		MW	0101-0724-0-5800-5001-3600-000	50,595.00
68	00299343	V68154816 ALISO VIEJO TOWING & RECOVERY	12/17/20		MW	0101-0730-0-5800-1110-3600-000	14.00
68	00299344	V68140622 ALPINE ACADEMY	12/17/20		MW	0101-6500-0-5803-5760-1180-000	5,508.00
68	00299344	V68140622 ALPINE ACADEMY	12/17/20		MW	0101-6500-0-5103-5760-3140-000	266.72
68	00299344	V68140622 ALPINE ACADEMY	12/17/20		MW	0101-6512-0-5104-5760-1180-000	8,901.00
68	00299344	V68140622 ALPINE ACADEMY	12/17/20		MW	0101-6512-0-5104-5760-3120-000	6,210.00
68	00299345	V68108996 AMON, TODD	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299346	V68149415 APEX AUDIO INC	12/17/20		MW	0101-8150-0-4500-0000-8110-000	406.62
68	00299347	V68111606 APPLE INC	12/17/20		MW	0101-0400-0-4300-1140-1000-004	326.17
68	00299348	V68109931 ARC	12/17/20		MW	0101-0000-0-5800-0000-7690-000	123.61
68	00299349	V68148589 ARKEE, SHEILA	12/17/20		MW	0101-0724-0-5800-5001-3600-000	255.30
68	00299350	V68106070 AT&T	12/17/20		MW	0101-8150-0-5800-0000-8110-000	117.24
68	00299351	V68058875 ATKINSON ANDELSON LOYA	12/17/20		MW	0101-6500-0-5820-5001-2100-000	101,118.27
68	00299352	V68143536 AVID CENTER	12/17/20		MW	0101-0790-0-5300-1110-1000-000	41,899.00
68	00299352	V68143536 AVID CENTER	12/17/20		MW	0101-3010-0-5300-1110-1000-061	3,099.00
68	00299352	V68143536 AVID CENTER	12/17/20		MW	0101-3010-0-5300-1110-1000-082	3,099.00
68	00299352	V68143536 AVID CENTER	12/17/20		MW	0101-4035-0-5300-0000-2100-000	8,000.00
68	00299353	V68038349 AWARDS N MORE	12/17/20		MW	0101-0000-0-4500-0000-7110-000	286.08
68	00299354	V68144744 BAERST, MARGARET	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299355	V68163199 BAEZA, SUSAN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299356	V68153172 BAGGIO, LISA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00

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68	00299357	V68101617 BAILEY, REBECCA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299358	V68164236 BAKER JR, JOHN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	175.00
68	00299359	V68145454 BAKER, BRAD	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299360	V68141916 BANNERMAN, CARY OR KELLY	12/17/20		MW	0101-0724-0-5800-5001-3600-000	167.67
68	00299361	V68140628 BAPTISTE, NATALIE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299362	V68155981 BARROSA, MARIA CRISTINA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299363	V68163182 BAZANSY, HEIDI	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299364	V68119629 BEALES, THOMAS	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299365	V68101526 BECERRA, JESUS	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299366	V68160823 BECK, AMANDA OR MATTHEW	12/17/20		MW	0101-0724-0-5800-5001-3600-000	82.80
68	00299367	V68006981 BEE MAN, THE	12/17/20		MW	0101-8150-0-5605-0000-8110-000	575.00
68	00299368	V68102963 BEEKMAN, MICHAEL	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299369	V68012252 BENHAM, MICHELLE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299370	V68140484 BERG, ERIKA A	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299371	V68102180 BERTINI, CARRIE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299372	V68157446 BILL WILSON MACHINE SETUP & RE	12/17/20		MW	0101-6387-0-4400-3800-1000-021	538.75
68	00299373	V68148544 BIOMEDICAL WASTE DISPOSAL	12/17/20		MW	0101-0000-0-5800-0000-8310-000	158.80
68	00299374	V68009305 BLIND CHILDREN S LEARNING	12/17/20		MW	0101-6500-0-5810-5760-1190-000	105.34
68	00299375	V68100194 BOGLE, ANTHONY	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299376	V68073650 BOGLE, JILL O CONNELL	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299377	V68164237 BOSWORTH, HEATHER	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299378	V68010434 BOYCE INDUSTRIES	12/17/20		MW	0101-0730-0-5605-1110-3600-000	1,480.08
68	00299379	V68150940 BRAIN LEARNING PSYCHOLOGICAL C	12/17/20		MW	0101-6500-0-5815-5001-3120-000	4,500.00
68	00299380	V68160447 BRAN, CARA B.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299381	V68156331 BRANDT, MIKE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299382	V68156821 BRATCHER, AMANDA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299383	V68145318 BRINKS INC.	12/17/20		MW	0101-0000-0-5800-0000-7300-000	233.78
68	00299384	V68104991 BROOKS, TIM	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299385	V68156595 BROSAMER, BRIAN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299386	V68114813 BUCKINGHAM, DIANN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299387	V68152833 BURRIS, RYAN K	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299388	V68146284 BUSWEST LLC	12/17/20		MW	0101-0730-0-4600-1110-3600-000	563.80

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68	00299389	V68057679 CAMPBELL, JACQUELINE L	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299390	V68119470 CAPISTRANO CRANE SERVICE	12/17/20		MW	0101-8150-0-5605-0000-8110-000	4,355.00
68	00299391	V68157585 CARAS, DENISE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299392	V68106846 CARTER, CHRIS	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299393	V68163195 CASEY, BRITTANY	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299394	V68160288 CASS E. CLAGG DBA FLUENCY AND	12/17/20		MW	0101-3010-0-4300-1130-1000-072	214.42
68	00299395	V68999999 CDITFA	12/17/20		MW	0101-0002-0-4300-1130-1000-086	0.03
68	00299395	V68999999 CDITFA	12/17/20		MW	0101-3555-0-4300-3800-1000-001	-0.08
68	00299395	V68999999 CDITFA	12/17/20		MW	0101-6300-0-4300-1110-1000-000	0.88
68	00299396	V68106764 CDWG Inc	12/17/20		MW	0101-0000-0-4500-0000-7700-000	279.99
68	00299396	V68106764 CDWG Inc	12/17/20		MW	0101-3555-0-4300-3800-1000-003	4,388.45
68	00299396	V68106764 CDWG Inc	12/17/20		MW	0101-3555-0-4400-3800-1000-003	16,701.25
68	00299396	V68106764 CDWG Inc	12/17/20		MW	0101-6500-0-4300-5760-1190-000	219.42
68	00299396	V68106764 CDWG Inc	12/17/20		MW	0101-9030-0-4405-0000-7700-000	20,811.53
68	00299397	V68150267 CHICAS, CARLOS	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299398	V68163198 CHRISTENSEN, JAMES	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299399	V68146234 CINTAS CORPORATION #640	12/17/20		MW	0101-0000-0-5800-0000-8210-000	50.27
68	00299399	V68146234 CINTAS CORPORATION #640	12/17/20		MW	0101-0000-0-5800-0000-8310-000	51.00
68	00299399	V68146234 CINTAS CORPORATION #640	12/17/20		MW	0101-0730-0-5800-1110-3600-000	133.79
68	00299399	V68146234 CINTAS CORPORATION #640	12/17/20		MW	0101-0724-0-5800-5001-3600-000	133.79
68	00299399	V68146234 CINTAS CORPORATION #640	12/17/20		MW	0101-8150-0-5605-0000-8110-000	1,184.76
68	00299400	V68156315 CIRO DESIGN	12/17/20		MW	0101-0000-0-5800-0000-7180-000	2,000.00
68	00299401	V68156470 CLARK, DANIELLE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299402	V68019394 COASTAL BLUE	12/17/20		MW	0101-8150-0-4500-0000-8110-000	223.54
68	00299403	V68148055 COLLINS, CLINT	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299404	V68147693 COMPLETE OFFICE OF CA	12/17/20		MW	0101-0000-0-4500-0000-2100-000	5.53
68	00299404	V68147693 COMPLETE OFFICE OF CA	12/17/20		MW	0101-0000-0-4500-0000-7300-000	111.40
68	00299404	V68147693 COMPLETE OFFICE OF CA	12/17/20		MW	0101-0790-0-4500-4760-2100-000	37.70
68	00299404	V68147693 COMPLETE OFFICE OF CA	12/17/20		MW	0101-8150-0-4500-0000-8110-000	-145.56
68	00299405	V68141814 CONDIE, JOSHUA OR CAROL	12/17/20		MW	0101-0724-0-5800-5001-3600-000	82.11
68	00299406	V68027192 CONSOLIDATED ELECTRICAL DISTR	12/17/20		MW	0101-8150-0-4500-0000-8110-000	4,023.08
68	00299407	V68140604 COPPOLA, LUCI	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00

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68	00299408	V68022310	COUNTY OF ORANGE - WASTE MNGT	12/17/20		MW	0101-0000-0-5500-0000-8200-000	625.94
68	00299409	V68100085	CRISIS PREVENTION INSTITUTE IN	12/17/20		MW	0101-6500-0-5216-5760-3110-000	3,399.00
68	00299410	V68108186	CROWLEY, HEIDI	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299411	V68024000	CULVER-NEWLIN INC	12/17/20		MW	0101-0002-0-4500-0000-2700-006	287.56
68	00299412	V68024113	CURRICULUM ASSOCIATES LLC	12/17/20		MW	0101-3220-0-5800-1110-1000-000	297,801.00
68	00299412	V68024113	CURRICULUM ASSOCIATES LLC	12/17/20		MW	0101-7510-0-5800-1130-1000-056	7,845.00
68	00299413	V68161163	CURRIE, KIMBERLY	12/17/20		MW	0101-3315-0-5212-5730-1110-000	17.25
68	00299413	V68161163	CURRIE, KIMBERLY	12/17/20		MW	0101-6500-0-5212-5760-1110-000	17.25
68	00299414	V68145288	DAGLEY, JEANA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299415	V68160976	DAVIS, CHRISTOPHER	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299416	V68147101	DAVIS, DANIELLE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299417	V68159225	DEL SOL SCHOOL INC	12/17/20		MW	0101-6500-0-5802-5760-1180-000	3,312.00
68	00299418	V68163181	DEMBIEC, CHRISTOPHER	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299419	V68026001	DENAULT S HARDWARE	12/17/20		MW	0101-0724-0-4600-5001-3600-000	45.18
68	00299419	V68026001	DENAULT S HARDWARE	12/17/20		MW	0101-8150-0-4500-0000-8110-000	52.78
68	00299420	V68160972	DEWEES, BEN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299421	V68154768	DIAMOND RANCH ACADEMY INC	12/17/20		MW	0101-6500-0-5803-5760-1180-000	4,648.80
68	00299421	V68154768	DIAMOND RANCH ACADEMY INC	12/17/20		MW	0101-6512-0-5104-5760-1180-000	10,789.20
68	00299421	V68154768	DIAMOND RANCH ACADEMY INC	12/17/20		MW	0101-6512-0-5104-5760-3120-000	8,553.60
68	00299422	V68009300	DICK BLICK WEST	12/17/20		MW	0101-0002-0-4300-1140-1000-001	494.70
68	00299422	V68009300	DICK BLICK WEST	12/17/20		MW	0101-0400-0-4300-1140-1000-004	1,228.84
68	00299423	V68144430	DICK, CRAIG OR BILLIE	12/17/20		MW	0101-0724-0-5800-5001-3600-000	496.34
68	00299424	V68072587	DOUGHERTY, JOLENE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299425	V68107323	DUARTE, GEORGE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299426	V68028500	DUNN-EDWARDS CORP	12/17/20		MW	0101-8150-0-4500-0000-8110-000	1,756.88
68	00299427	V68063693	E STEWART AND ASSOCIATES INC	12/17/20		MW	0101-0000-0-5605-0000-8220-000	9,516.98
68	00299428	V68154808	EASTON, ALEXANDRA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	175.00
68	00299429	V68114771	EBS HEALTHCARE INC DBA EBS EDU	12/17/20		MW	0101-6500-0-5801-5760-3150-000	7,200.00
68	00299430	V68160082	ELBLE, MINDY F.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299431	V68152906	ELITE SHEET METAL INC	12/17/20		MW	0101-8150-0-5605-0000-8110-000	3,748.00
68	00299432	V68163183	ELLIS, JONATHAN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299433	V68110312	ENABLING DEVICES	12/17/20		MW	0101-6500-0-4300-5760-1190-000	184.95

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68	00299434	V68163186 ERNST, JULIE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299435	V68101452 ERVAIS, MEG	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299436	V68163188 EVERETT, JULIE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299437	V68154409 EWING IRRIGATION PRODUCTS INC	12/17/20		MW	0101-0000-0-4500-0000-8220-000	1,469.44
68	00299438	V68158227 EWING, BETH	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299439	V68158566 EZRATTY, KEN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299440	V68152838 FASTECH	12/17/20		MW	0101-0724-0-5605-5001-3600-000	7,428.71
68	00299441	V68155629 FERGUSON ENTERPRISES INC.	12/17/20		MW	0101-8150-0-4500-0000-8110-000	96.88
68	00299442	V68155629 FERGUSON ENTERPRISES INC.	12/17/20		MW	0101-8150-0-4500-0000-8110-000	513.44
68	00299443	V68149300 FISHER, CLARK	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299444	V68157168 FLEET SERVICES INC	12/17/20		MW	0101-0730-0-4600-1110-3600-000	181.43
68	00299445	V68163190 FLEMING, GRETCHEN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299446	V68155440 FLOR, JOANA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299447	V68140393 FLYNN, MARGARET	12/17/20		MW	0101-3315-0-5212-5730-1110-000	74.75
68	00299447	V68140393 FLYNN, MARGARET	12/17/20		MW	0101-6500-0-5213-5760-3110-000	74.75
68	00299448	V68106883 FORD, DEON	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299449	V68123048 FORNEY, JOHN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299450	V68149516 FOUCCART, PAUL	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299451	V68073437 GANAHL LUMBER CO	12/17/20		MW	0101-8150-0-4500-0000-8110-000	3,896.17
68	00299452	V68053348 GARRETT, JENNIFER	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299453	V68067610 GEARY PACIFIC CORP	12/17/20		MW	0101-8150-0-4405-0000-8110-000	41,352.94
68	00299453	V68067610 GEARY PACIFIC CORP	12/17/20		MW	0101-8150-0-4405-0000-8110-026	5,169.12
68	00299454	V68105417 GINSBERG-BROWN, CLAUDIA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299455	V68158916 GIRARD, GUADALUPE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299456	V68160954 GODBOUT, SANDRA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299457	V68161437 GONZALEZ, LETICIA D.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299458	V68155441 GRABOWSKI, JEAN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299459	V68119631 GROVES, LISA A.	12/17/20		MW	0101-3386-0-5815-5710-3120-000	125.00
68	00299459	V68119631 GROVES, LISA A.	12/17/20		MW	0101-6500-0-5815-5001-3120-000	1,093.75
68	00299460	V68164076 GUNTHER, MELISSA AND TRAVIS	12/17/20		MW	0101-6500-0-5800-5760-1190-000	1,160.00
68	00299461	V68158823 GUZMAN RODRIGUEZ, HIRAM	12/17/20		MW	0101-0724-0-5800-5001-3600-000	82.80
68	00299462	V68151579 HAMMOND, DARCY	12/17/20		MW	0101-3315-0-5212-5730-1110-000	29.62

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68	00299462	V68151579	HAMMOND, DARCY	12/17/20		MW	0101-6500-0-5212-5760-1110-000	29.61
68	00299463	V68163511	HARINGA COMPRESSOR INC.	12/17/20		MW	0101-0730-0-5605-1110-3600-000	2,425.95
68	00299464	V68159780	HATCHER, MICHAEL	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299465	V68115911	HAUSER, GREG	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299466	V68106528	HAYES, COLLEEN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299467	V68147116	HD SUPPLY FACILITIES MAINTENAN	12/17/20		MW	0101-8150-0-4500-0000-8110-000	814.32
68	00299468	V68038828	HEATING & COOLING SUPPLY	12/17/20		MW	0101-8150-0-4405-0000-8110-067	3,763.37
68	00299469	V68156190	HECK, SUZANNE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299470	V68154276	HERITAGE WINDOW COVERING	12/17/20		MW	0101-8150-0-5605-0000-8110-000	2,665.07
68	00299471	V68155231	HERNANDEZ, ALEX	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299472	V68160536	HI-LINE ELECTRIC CO INC.	12/17/20		MW	0101-0730-0-4600-1110-3600-000	158.77
68	00299473	V68155442	HILLEMANN, KRISTIN L.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299474	V68059250	HIRSCH PIPE & SUPPLY INC	12/17/20		MW	0101-8150-0-4500-0000-8110-000	1,536.53
68	00299475	V68160844	HISE, CLAIRE OR JUSTIN	12/17/20		MW	0101-0724-0-5800-5001-3600-000	228.62
68	00299476	V68150259	HOFFACKER-HARVEY, HEIDI	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299477	V68121975	HOLLIDAY, SUSAN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299478	V68148640	HOONUIT I LLC DBA DECISIONINSI	12/17/20		MW	0101-3220-0-5800-1110-1000-000	262,080.00
68	00299479	V68156722	HORNIG, TIM	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299480	V68161676	HOSSEINI, MEREDITH	12/17/20		MW	0101-0000-0-5900-0000-7601-099	175.00
68	00299481	V68164238	HOWE, NATHAN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299482	V68149276	HUNT, TROY	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299483	V68144432	HYLTON, CHRIS AND/OR HERMINIA	12/17/20		MW	0101-0724-0-5800-5001-3600-000	144.90
68	00299484	V68147119	INTERNATIONAL E-Z UP INC	12/17/20		MW	0101-3220-0-4500-0000-8110-000	39,431.40
68	00299485	V68162724	IVY ACADEMY INC DBA DISCOVERY	12/17/20		MW	0101-6500-0-5803-5760-1180-000	2,100.00
68	00299485	V68162724	IVY ACADEMY INC DBA DISCOVERY	12/17/20		MW	0101-6512-0-5104-5760-1180-000	6,028.00
68	00299485	V68162724	IVY ACADEMY INC DBA DISCOVERY	12/17/20		MW	0101-6512-0-5104-5760-3120-000	3,608.00
68	00299486	V68160563	JINDRA, DARRIN R.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299487	V68163192	JOHNSON, DIAN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299488	V68046445	JOHNSTONE SUPPLY SANTA ANA	12/17/20		MW	0101-8150-0-4405-0000-8110-000	2,023.97
68	00299488	V68046445	JOHNSTONE SUPPLY SANTA ANA	12/17/20		MW	0101-8150-0-4500-0000-8110-000	1,130.46
68	00299489	V68118865	JONES, DANNY OR NANCY	12/17/20		MW	0101-0724-0-5800-5001-3600-000	842.49
68	00299490	V68154056	JONES, JEFF	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00

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68	00299491	V68146429 KEELER, DEBBI	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299492	V68062513 KELLY PAPER COMPANY	12/17/20		MW	0101-0000-0-4500-0000-7550-000	38.62
68	00299493	V68163196 KIM, MICHAEL	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299494	V68163187 KINDRON, LAURA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299495	V68155000 KLINKENBERG, ANDREW	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299496	V68047970 KNORR SYSTEMS INC	12/17/20		MW	0101-8150-0-4500-0000-8110-000	123.65
68	00299497	V68151556 KNOWLES, ANGELINA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299498	V68109904 KRAUSE, MATTHEW	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299499	V68152415 LAPPIN, RICHARD	12/17/20		MW	0101-6512-0-5115-5760-3110-000	297.50
68	00299500	V68052878 LAWNMOWERS ETC	12/17/20		MW	0101-0000-0-4500-0000-8220-000	41.07
68	00299500	V68052878 LAWNMOWERS ETC	12/17/20		MW	0101-8150-0-5605-0000-8120-000	1,390.29
68	00299501	V68156189 LEARNING WITHOUT TEARS	12/17/20		MW	0101-3010-0-4300-1110-1000-054	690.60
68	00299502	V68158266 LITERACY RESOURCES LLC	12/17/20		MW	0101-3010-0-4300-1110-1000-054	464.32
68	00299502	V68158266 LITERACY RESOURCES LLC	12/17/20		MW	0101-3010-0-4300-1130-1000-072	453.52
68	00299503	V68161508 LOPEZ, SHELLEY	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299504	V68163194 LOVETT, CAMERON	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299505	V68157302 LOWY, LAURIE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299506	V68154767 LUGO, JACQUELINE KAY	12/17/20		MW	0101-6512-0-5115-5760-3110-000	6,927.50
68	00299507	V68142446 LYON, LAURA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299508	V68115698 MAHINDRAKAR, MANOJ	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299509	V68055970 MAHONEY, DONALD	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299510	V68122675 MALFAVON, ALEX	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299511	V68056480 MAR VAC ELECTRONICS	12/17/20		MW	0101-8150-0-4500-0000-8110-000	505.26
68	00299512	V68056440 MARDAN SCHOOL	12/17/20		MW	0101-6500-0-5802-5760-1180-000	49,116.64
68	00299513	V68154268 MARINE AIR INC	12/17/20		MW	0101-8150-0-5605-0000-8110-000	2,316.04
68	00299514	V68100450 MARTIN, JAYNE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299515	V68146816 MARTINEZ, ROBERTO OR CHRISTINA	12/17/20		MW	0101-0724-0-5800-5001-3600-000	110.40
68	00299516	V68156122 MASTON, LIZA STUCKER OR BOBBY	12/17/20		MW	0101-0724-0-5800-5001-3600-000	293.94
68	00299517	V68149001 MATHIESEN, DAN OR TARA	12/17/20		MW	0101-0724-0-5800-5001-3600-000	228.16
68	00299518	V68155443 MATTESON, STEVEN R.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299519	V68156842 MAXWELL, KIMBERLY	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299520	V68154949 MAZZINI, VICTOR	12/17/20		MW	0101-0724-0-5800-5001-3600-000	128.57

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68	00299521	V68154844	MCCLURE, TRAVIS	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299522	V68163185	MCDOUGALL, KRISTI	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299523	V68021162	MCGANN, JOE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299524	V68121114	MCMANIGAL, ANTOINETTE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299525	V68155445	MCNAMARA, JAY J.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299526	V68155406	MEDCO SUPPLY	12/17/20		MW	0101-1100-0-4300-1140-4200-005	4,495.62
68	00299527	V68048470	MEISSNER, ANDREA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299528	V68155236	MENDOZA, ADAM	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299529	V68144881	MERCURY DISPOSAL SYSTEM INC.	12/17/20		MW	0101-0000-0-5800-0000-8310-000	714.78
68	00299530	V68153144	MERWIN, GREG	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299531	V68142582	MESA GOLF CARTS	12/17/20		MW	0101-8150-0-5605-0000-8110-000	180.73
68	00299532	V68145153	MIGGE, CHRISTINA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299533	V68152998	MILLER, ROBERT	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299534	V68159116	MILLER, RYAN OR ANEES	12/17/20		MW	0101-0724-0-5800-5001-3600-000	202.86
68	00299535	V68153242	MISUSTIN, JOHN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299536	V68163184	MITTINO-SMITH, JULIANA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299537	V68040147	MOBILE COMMUNICATION REPAIR	12/17/20		MW	0101-7510-0-4500-0000-2700-071	856.61
68	00299538	V68153341	MOCNIK, WILLIAM	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299539	V68149740	MOHEB, MEHRDAD	12/17/20		MW	0101-0724-0-5800-5001-3600-000	138.00
68	00299540	V68153148	MONTGOMERY, RICH	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299541	V68149531	MOORE, MICHELLE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299542	V68151148	MORGAN, JOHN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299543	V68100217	MORRIS, FAITH	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299544	V68160971	MURPHINE, JUDITH	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299545	V68154151	MURPHY, ORLA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299546	V68156464	NDS	12/17/20		MW	0101-0000-0-5900-0000-7540-000	332.91
68	00299547	V68056614	NELSON, KRISTEN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299548	V68153156	NELSON, SHARI	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299549	V68021378	NEW HAVEN YOUTH & FAMILY	12/17/20		MW	0101-6500-0-5802-5760-1180-000	8,607.64
68	00299550	V68154677	NICHOLS, RICK	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299551	V68163092	NOLAN, CATHERINE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299552	V68107912	NOLLAR, RENEE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00

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Check #	Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00299553	V68153365	NORMAN, TED	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299554	V68155239	NOWAK, ALAN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299555	V68158242	NSWC MECHANICAL SERVICE LLC	12/17/20		MW	0101-8150-0-5605-0000-8110-000	1,671.00
68	00299556	V68100369	OCEANVIEW SCHOOL	12/17/20		MW	0101-6500-0-5802-5760-1180-000	8,748.75
68	00299557	V68160102	OCHWAT, ADAM	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299558	V68028870	OFFICE DEPOT	12/17/20		MW	0101-0002-0-4500-0000-2700-004	66.74
68	00299559	V68156402	OLIVE CREST ACADEMY	12/17/20		MW	0101-6500-0-5102-5760-1180-000	112.78
68	00299559	V68156402	OLIVE CREST ACADEMY	12/17/20		MW	0101-6500-0-5802-5760-1180-000	26,555.54
68	00299560	V68143705	ORANGE COUNTY FIRE PROTECTION	12/17/20		MW	0101-0724-0-5800-5001-3600-000	2,208.45
68	00299561	V68152554	ORBACH HUFF SUAREZ & HENDERSON	12/17/20		MW	0101-0000-0-5820-0000-2100-000	2,514.50
68	00299561	V68152554	ORBACH HUFF SUAREZ & HENDERSON	12/17/20		MW	0101-0000-0-5820-0000-7110-000	1,032.50
68	00299561	V68152554	ORBACH HUFF SUAREZ & HENDERSON	12/17/20		MW	0101-0000-0-5820-0000-7520-000	3,685.00
68	00299562	V68161345	ORLOFF, KRISTIN K.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299563	V68163197	ORTIZ, ASHLEY	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299564	V68148657	ORTIZ, RYAN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299565	V68155956	OTC BRANDS INC (ORIENTAL TRADI	12/17/20		MW	0101-0002-0-4300-1130-1000-075	184.79
68	00299566	V68117359	PANNING LABATE, TINA	12/17/20		MW	0101-3315-0-5212-5730-1110-000	16.67
68	00299566	V68117359	PANNING LABATE, TINA	12/17/20		MW	0101-6500-0-5212-5760-1110-000	16.68
68	00299567	V68068227	PARKHOUSE TIRE INC.	12/17/20		MW	0101-0724-0-4600-5001-3600-000	1,770.85
68	00299568	V68160864	PARKS, JOHN	12/17/20		MW	0101-0724-0-5800-5001-3600-000	149.50
68	00299569	V68159207	PATTULLO, LAUREN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299570	V68163313	PEDIATRIC THERAPY SERVICES LLC	12/17/20		MW	0101-6500-0-5801-5001-3120-000	3,150.00
68	00299570	V68163313	PEDIATRIC THERAPY SERVICES LLC	12/17/20		MW	0101-6500-0-5101-5760-1190-000	6,927.60
68	00299570	V68163313	PEDIATRIC THERAPY SERVICES LLC	12/17/20		MW	0101-6500-0-5101-5760-3150-000	9,637.50
68	00299571	V68146477	PEDRAZA, JOSE LUIS	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299572	V68069310	PERMA-BOUND	12/17/20		MW	0101-3010-0-4300-1110-1000-021	1,196.56
68	00299573	V68163248	PHOENIX TREE PUBLISHING INC.	12/17/20		MW	0101-6300-0-4150-1140-1000-000	804.84
68	00299574	V68141497	PIANTA, REBECCA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299575	V68163795	PIONEER HEALTHCARE SERVICES LL	12/17/20		MW	0101-6500-0-5801-5760-3150-000	9,296.00
68	00299576	V68107725	PITZEN, SHARLA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299577	V68160964	PIZZO, HEATHER L.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299578	V68154553	PLOSKINA, CANDACE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00

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68	00299579	V68158567	POCHING, KENISON	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299580	V68163191	POPE, MARTINE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299581	V68150715	PORTVIEW PREPARATORY INC	12/17/20		MW	0101-6500-0-5102-5760-1180-000	72,836.50
68	00299581	V68150715	PORTVIEW PREPARATORY INC	12/17/20		MW	0101-6500-0-5802-5760-1180-000	6,108.50
68	00299581	V68150715	PORTVIEW PREPARATORY INC	12/17/20		MW	0101-6500-0-5802-5760-1180-000	7,674.60
68	00299582	V68152442	POSPICHAL, WENDY	12/17/20		MW	0101-0000-0-5900-0000-7601-099	35.00
68	00299583	V68156480	PREMIER HEALTHCARE SERVICES LL	12/17/20		MW	0101-6500-0-5801-5760-3140-000	140.09
68	00299584	V68071608	PRUDENTIAL OVERALL SUPPLY	12/17/20		MW	0101-0000-0-5800-0000-7550-000	44.32
68	00299585	V68163193	PUCCINELLI, SUSAN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299586	V68159719	PURCELL, KATHY R.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299587	V68147115	PYRAMID WIRE & CABLE INC.	12/17/20		MW	0101-8150-0-4500-0000-8110-000	9,172.43
68	00299588	V68130146	QUALTIERE, DEBORAH	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299589	V68107662	R J COOPER & ASSOC INC	12/17/20		MW	0101-6500-0-4300-5760-1190-000	399.67
68	00299590	V68072652	RAM AIR ENGINEERING INC	12/17/20		MW	0101-8150-0-5605-0000-8110-000	6,494.78
68	00299591	V68064576	REECE, TIM	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299592	V68155209	REILLE, WENDI	12/17/20		MW	0101-0724-0-5800-5001-3600-000	305.90
68	00299593	V68026328	RINCON TRUCK PARTS	12/17/20		MW	0101-0730-0-4600-1110-3600-000	285.58
68	00299594	V68148075	RODRIGUEZ, AMANDA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299595	V68145726	ROLING, ROGER AND/OR MIKAIL	12/17/20		MW	0101-0724-0-5800-5001-3600-000	146.28
68	00299596	V68155446	ROMO, PATRICIA J.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299597	V68157307	ROZELL, SEAN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299598	V68145500	RUSSELL SIGLER INC	12/17/20		MW	0101-8150-0-4405-0000-8110-000	678.83
68	00299598	V68145500	RUSSELL SIGLER INC	12/17/20		MW	0101-8150-0-4500-0000-8110-000	1,254.27
68	00299599	V68154678	RUST, LYNH N.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299600	V68078255	SAN DIEGO GAS & ELECTRIC	12/17/20		MW	0101-0000-0-5500-0000-8200-000	195,383.39
68	00299601	V68101222	SANTA MARGARITA FORD	12/17/20		MW	0101-0730-0-4600-1110-3600-000	678.53
68	00299602	V68122796	SCHAEFER, MELISSA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299603	V68159041	SCHMIDT, SUSIE K	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299604	V68079550	SCHOOL HEALTH CORPORATION	12/17/20		MW	0101-6500-0-4300-5760-1190-000	2,078.66
68	00299605	V68119665	SCHOOL LOOP	12/17/20		MW	0101-0000-0-5800-0000-7700-000	149,201.88
68	00299606	V68161036	SCHWENKE, STACY	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299607	V68116287	SHEA, DOREEN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00

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68	00299608	V68156193	SHEARER, BRADLEY	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299609	V68153105	SIGNATURE FLOORING INC	12/17/20		MW	0101-8150-0-5605-0000-8110-000	2,312.00
68	00299609	V68153105	SIGNATURE FLOORING INC	12/17/20		MW	0101-8150-0-5605-0000-8110-001	697.60
68	00299609	V68153105	SIGNATURE FLOORING INC	12/17/20		MW	0101-8150-0-5605-0000-8110-060	919.00
68	00299610	V68153530	SIMPSON IRVINE INC	12/17/20		MW	0101-8150-0-4500-0000-8230-000	1,163.43
68	00299611	V68152674	SITEONE LANDSCAPE SUPPLY LLC	12/17/20		MW	0101-0000-0-4500-0000-8220-000	4,306.12
68	00299612	V68112866	SMARDAN SUPPLY COMPANY	12/17/20		MW	0101-8150-0-4500-0000-8110-000	5,651.20
68	00299613	V68083350	SMART & FINAL **SCHOOL SITES**	12/17/20		MW	0101-3555-0-4300-3800-1000-003	260.22
68	00299613	V68083350	SMART & FINAL **SCHOOL SITES**	12/17/20		MW	0101-3555-0-4300-3800-1000-018	110.79
68	00299613	V68083350	SMART & FINAL **SCHOOL SITES**	12/17/20		MW	0101-6520-0-4300-5760-1190-000	22.59
68	00299614	V68155447	SMITH, KENT D.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299615	V68160832	SMITH, TAD J.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299616	V68156343	SNEDEKER, MEAGHAN	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299617	V68156527	SNYDER, DAVID OR CLAUDIA	12/17/20		MW	0101-0724-0-5800-5001-3600-000	117.30
68	00299618	V68084100	SO CA GAS CO	12/17/20		MW	0101-0724-0-4600-5001-3600-000	4,496.66
68	00299619	V68084100	SO CA GAS CO	12/17/20		MW	0101-0000-0-5500-0000-8200-000	6,758.29
68	00299620	V68155161	SOBOLESKI, AMANDA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	175.00
68	00299621	V68100812	SOLTIS, PAMELA	12/17/20		MW	0101-3315-0-5212-5730-1110-000	100.63
68	00299621	V68100812	SOLTIS, PAMELA	12/17/20		MW	0101-6500-0-5213-5760-3110-000	100.63
68	00299622	V68122718	SOUTHERN CALIFORNIA EDISON	12/17/20		MW	0101-0000-0-5500-0000-8200-000	64,641.06
68	00299623	V68161838	SOYDINC, MELISA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299624	V68084800	SPARKLETTS	12/17/20		MW	0101-0002-0-4500-0000-2700-052	10.92
68	00299624	V68084800	SPARKLETTS	12/17/20		MW	0101-0002-0-4500-3200-2700-018	5.84
68	00299624	V68084800	SPARKLETTS	12/17/20		MW	0101-0002-0-4300-3300-1000-019	10.92
68	00299624	V68084800	SPARKLETTS	12/17/20		MW	0101-3010-0-4500-3200-2700-000	5.84
68	00299624	V68084800	SPARKLETTS	12/17/20		MW	0101-6500-0-4500-5001-2700-012	3.64
68	00299625	V68047472	SPARTAN TOOL LLC	12/17/20		MW	0101-8150-0-4500-0000-8110-000	422.00
68	00299626	V68147835	SPECTRUM CENTER ROSSIER PARK	12/17/20		MW	0101-6500-0-5802-5760-1180-000	5,925.64
68	00299627	V68157306	STAGNER, DIANE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299628	V68007162	STAPLES BUSINESS ADVANTAGE	12/17/20		MW	0101-0002-0-4500-0000-2700-004	328.53
68	00299628	V68007162	STAPLES BUSINESS ADVANTAGE	12/17/20		MW	0101-0002-0-4300-1130-1000-061	44.52
68	00299629	V68153502	STEINERT, CYNDIE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00

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68	00299630	V68153503	STEPHENS, DARA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299631	V68155448	STEVEY, NICK R.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299632	V68152573	STEWART, DAVID	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299633	V68155449	STILWAGNER, LISA C.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299634	V68148019	SUNBELT STAFFING LLC	12/17/20		MW	0101-6500-0-5801-5760-1180-000	3,665.76
68	00299635	V68161837	SUPPLY SOLUTIONS	12/17/20		MW	0101-0000-0-4500-0000-8210-000	2,012.02
68	00299636	V68147697	SYNTEX GLOBAL	12/17/20		MW	0101-0790-0-5800-4760-1000-000	977.50
68	00299637	V68161843	T-MOBILE USA INC	12/17/20		MW	0101-3220-0-5800-1110-1000-000	18,000.00
68	00299637	V68161843	T-MOBILE USA INC	12/17/20		MW	0101-7388-0-5800-0000-7700-000	14,130.00
68	00299638	V68089320	TARGET SPECIALTY PRODUCTS	12/17/20		MW	0101-0000-0-4500-0000-8220-000	5,808.55
68	00299639	V68104928	TELL STEEL INC	12/17/20		MW	0101-8150-0-4500-0000-8110-000	239.69
68	00299640	V68116351	TERI INC	12/17/20		MW	0101-6500-0-5102-5760-1180-000	6,089.22
68	00299641	V68154643	THE BREAKTHROUGH COACH	12/17/20		MW	0101-4035-0-5216-0000-2700-000	695.00
68	00299642	V68154643	THE BREAKTHROUGH COACH	12/17/20		MW	0101-4035-0-5216-0000-2700-000	4,170.00
68	00299643	V68163584	THE CHILDREN'S SCHOOL INC.	12/17/20		MW	0101-6500-0-5102-5760-1180-000	375.00
68	00299643	V68163584	THE CHILDREN'S SCHOOL INC.	12/17/20		MW	0101-6500-0-5802-5760-1180-000	3,650.00
68	00299644	V68161240	THE DEVEREUX FOUNDATION (GEORG	12/17/20		MW	0101-6500-0-5803-5760-1180-000	3,234.88
68	00299644	V68161240	THE DEVEREUX FOUNDATION (GEORG	12/17/20		MW	0101-6512-0-5104-5760-1180-000	6,681.90
68	00299644	V68161240	THE DEVEREUX FOUNDATION (GEORG	12/17/20		MW	0101-6512-0-5104-5760-3120-000	5,040.30
68	00299645	V68160029	THE LOCAL DISH INC	12/17/20		MW	0101-0000-0-5800-0000-7180-000	425.00
68	00299646	V68161292	THE PRENTICE SCHOOL	12/17/20		MW	0101-0065-0-5802-1110-1000-000	1,838.30
68	00299646	V68161292	THE PRENTICE SCHOOL	12/17/20		MW	0101-6500-0-5802-5760-1180-000	8,618.52
68	00299647	V68156587	THOMPSON, CATHERINE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299648	V68103847	TIFCO INDUSTRIES INC	12/17/20		MW	0101-8150-0-4500-0000-8110-000	910.21
68	00299649	V68100520	TOWNSEND, PHILIPPA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299650	V68161376	TRAN, PETER AND TEENA	12/17/20		MW	0101-6500-0-5800-5760-1190-000	2,025.00
68	00299651	V68112012	TRUCPARCO	12/17/20		MW	0101-0730-0-4600-1110-3600-000	548.96
68	00299652	V68064980	TURPEL, DIANNE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299653	V68147300	TUTTLE CLICK FORD LINCOLN	12/17/20		MW	0101-0724-0-4600-5001-3600-000	3,091.25
68	00299653	V68147300	TUTTLE CLICK FORD LINCOLN	12/17/20		MW	0101-8150-0-5605-0000-8230-000	268.43
68	00299654	V68100636	ULINE INC	12/17/20		MW	0101-0000-0-4500-0000-7550-000	-252.14
68	00299654	V68100636	ULINE INC	12/17/20		MW	0101-8150-0-4500-0000-8110-000	3,017.00

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68	00299655	V68090280	UNITED REFRIGERATION INC	12/17/20		MW	0101-8150-0-4500-0000-8110-000	18,884.82
68	00299656	V68007452	US AIR CONDITIONING DIST.	12/17/20		MW	0101-8150-0-4500-0000-8110-000	1,956.38
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0000-0-4500-0000-3140-000	129.30
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0000-0-4500-0000-7110-000	360.76
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0000-0-5216-0000-7110-000	375.00
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0000-0-4500-0000-7150-000	103.52
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0000-0-4500-0000-7180-000	162.51
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0000-0-5800-0000-7400-000	480.00
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4500-0000-2700-079	134.60
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-1130-1000-060	77.16
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-1130-1000-068	514.22
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-1130-1000-073	117.68
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-1130-1000-081	231.04
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-1130-1000-086	150.60
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-1140-1000-002	20.66
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-1140-1000-003	71.66
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-1140-1000-025	31.22
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-1140-1000-027	1,034.27
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-1140-1000-028	28.00
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-3300-1000-014	342.20
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-3300-1000-017	206.76
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0002-0-4300-1140-1000-033	608.57
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0400-0-4500-0000-2700-055	-150.84
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0400-0-4300-1130-1000-071	110.76
68	00299658	V68118382	US BANK	12/17/20		MW	0101-0400-0-4300-3200-1000-018	58.11
68	00299658	V68118382	US BANK	12/17/20		MW	0101-3010-0-4300-0000-2100-021	80.65
68	00299658	V68118382	US BANK	12/17/20		MW	0101-3010-0-4300-1110-1000-059	34.46
68	00299658	V68118382	US BANK	12/17/20		MW	0101-3010-0-4300-1130-1000-079	36.62
68	00299658	V68118382	US BANK	12/17/20		MW	0101-3555-0-4300-3800-1000-001	993.64
68	00299658	V68118382	US BANK	12/17/20		MW	0101-3555-0-4300-3800-1000-004	278.31
68	00299658	V68118382	US BANK	12/17/20		MW	0101-3555-0-4400-3800-1000-028	420.90
68	00299658	V68118382	US BANK	12/17/20		MW	0101-4127-0-4200-0000-2100-000	353.69

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68	00299658	V68118382	US BANK	12/17/20		MW	0101-5640-0-4500-5001-3140-000	939.59
68	00299658	V68118382	US BANK	12/17/20		MW	0101-5640-0-4500-5760-3140-000	204.70
68	00299658	V68118382	US BANK	12/17/20		MW	0101-6300-0-4300-1110-1000-000	494.48
68	00299658	V68118382	US BANK	12/17/20		MW	0101-6300-0-4300-1140-1000-000	137.22
68	00299658	V68118382	US BANK	12/17/20		MW	0101-6387-0-4300-3800-1000-025	393.45
68	00299658	V68118382	US BANK	12/17/20		MW	0101-6500-0-4500-5001-2100-000	32.33
68	00299658	V68118382	US BANK	12/17/20		MW	0101-6500-0-4500-5001-2700-000	32.30
68	00299658	V68118382	US BANK	12/17/20		MW	0101-6500-0-4300-5750-1190-000	269.38
68	00299658	V68118382	US BANK	12/17/20		MW	0101-6500-0-4300-5760-1190-000	264.85
68	00299658	V68118382	US BANK	12/17/20		MW	0101-6500-0-4300-5760-1190-000	574.71
68	00299658	V68118382	US BANK	12/17/20		MW	0101-6500-0-4500-5760-3140-000	430.67
68	00299658	V68118382	US BANK	12/17/20		MW	0101-6520-0-4300-5760-1190-000	159.47
68	00299659	V68147868	US BANK	12/17/20		MW	0101-0000-0-9517-0000-0000-000	32.50
68	00299660	V68164219	VANPOOL, ANNABELLE	12/17/20		MW	0101-6500-0-5800-5760-1180-000	444.96
68	00299661	V68121872	VARRICCHIO, AMY M.	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299662	V68067850	VERIZON WIRELESS	12/17/20		MW	0101-0000-0-4500-0000-7520-000	280.99
68	00299662	V68067850	VERIZON WIRELESS	12/17/20		MW	0101-0000-0-5900-0000-7601-099	102.74
68	00299662	V68067850	VERIZON WIRELESS	12/17/20		MW	0101-6500-0-5800-5760-2700-000	4,558.40
68	00299662	V68067850	VERIZON WIRELESS	12/17/20		MW	0101-8150-0-5900-0000-8110-000	4,055.90
68	00299663	V68118407	VERNAZA, LACIDES	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299664	V68152411	VETTRAINO, REGI	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299665	V68149218	VEX ROBOTICS INC	12/17/20		MW	0101-3555-0-4400-3800-1000-028	5,856.36
68	00299666	V68153405	VILLARREAL, ERICA	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299667	V68153411	VIRGINIA CROWE	12/17/20		MW	0101-6500-0-5800-5760-1190-000	425.00
68	00299668	V68019265	VISTA PAINT & WALLCOVERING	12/17/20		MW	0101-0000-0-4500-0000-8220-000	124.43
68	00299668	V68019265	VISTA PAINT & WALLCOVERING	12/17/20		MW	0101-8150-0-4500-0000-8110-000	3,271.23
68	00299669	V68164221	VOLKER, JACQUELINE	12/17/20		MW	0101-6500-0-5800-5760-1180-000	589.58
68	00299670	V68103795	VORTEX INDUSTRIES INC	12/17/20		MW	0101-8150-0-5605-0000-8110-000	810.00
68	00299671	V68036075	W W GRAINGER INC	12/17/20		MW	0101-8150-0-4500-0000-8110-000	4,561.84
68	00299672	V68110273	WATERLINES TECHNOLOGIES INC	12/17/20		MW	0101-8150-0-5605-0000-8110-000	1,700.00
68	00299673	V68164043	WEBB, CHRISTOPHER OR MEGHAN	12/17/20		MW	0101-0724-0-5800-5001-3600-000	376.74
68	00299674	V68164240	WEIR, CHRISTOPHER	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00

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68	00299675	V68123255	WELLIKSON, JOSH	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299676	V68163189	WEST-ODEBUNMI, NATALIE	12/17/20		MW	0101-0000-0-5900-0000-7601-099	210.00
68	00299677	V68143731	WINGARD, RICHARD AND LORENA	12/17/20		MW	0101-6500-0-5800-5750-1190-000	3,038.75
68	00299678	V68112026	WISEMAN, HOLLY	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299679	V68156077	WONDRA, ADAM C	12/17/20		MW	0101-0724-0-5800-5001-3600-000	263.12
68	00299680	V68156565	XELLO	12/17/20		MW	0101-3410-0-5800-5760-1190-000	829.00
68	00299681	V68120395	YOGI, STACY	12/17/20		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00299682	V68164122	YOVICHIN, DAVID OR SANDY	12/17/20		MW	0101-0724-0-5800-5001-3600-000	299.46
68	00299720	V68145645	ALISO NIGUEL AUTO CARE	12/18/20		MW	0101-8150-0-5605-0000-8230-000	1,041.58
68	00299721	V68149415	APEX AUDIO INC	12/18/20		MW	0101-8150-0-4500-0000-8110-000	357.10
68	00299722	V68002717	ARBOR SCIENTIFIC	12/18/20		MW	0101-0002-0-4300-1140-1000-003	217.56
68	00299723	V68150172	ASSURED FIRE SYSTEMS INC	12/18/20		MW	0101-8150-0-5605-0000-8110-056	3,520.00
68	00299724	V68144684	BIOMETRICS4ALL INC	12/18/20		MW	0101-0000-0-5800-0000-7400-000	960.00
68	00299725	V68156820	BRAND U LLC	12/18/20		MW	0101-0002-0-4500-0000-2700-021	503.73
68	00299726	V68123700	BSN SPORTS	12/18/20		MW	0101-1100-0-4300-1140-4200-001	228.02
68	00299727	V68141660	CAL-STATE AUTO PARTS INC	12/18/20		MW	0101-0724-0-4600-5001-3600-000	249.80
68	00299728	V68152122	CAPIO	12/18/20		MW	0101-0000-0-5300-0000-7180-000	275.00
68	00299729	V68119470	CAPISTRANO CRANE SERVICE	12/18/20		MW	0101-8150-0-5605-0000-8110-000	1,900.00
68	00299730	V68147693	COMPLETE OFFICE OF CA	12/18/20		MW	0101-0000-0-4500-0000-2100-000	15.42
68	00299731	V68027192	CONSOLIDATED ELECTRICAL DISTR	12/18/20		MW	0101-8150-0-4500-0000-8110-000	1,627.64
68	00299732	V68130452	DELL MARKETING L.P.	12/18/20		MW	0101-0002-0-4300-1130-1000-089	123.90
68	00299733	V68009300	DICK BLICK WEST	12/18/20		MW	0101-0002-0-4300-1140-1000-004	361.32
68	00299734	V68063693	E STEWART AND ASSOCIATES INC	12/18/20		MW	0101-0000-0-5605-0000-8220-000	5,064.00
68	00299735	V68155629	FERGUSON ENTERPRISES INC.	12/18/20		MW	0101-8150-0-4500-0000-8110-000	466.51
68	00299736	V68032964	FLINN SCIENTIFIC INC	12/18/20		MW	0101-6388-0-4300-3800-1000-004	1,457.12
68	00299737	V68147116	HD SUPPLY FACILITIES MAINTENAN	12/18/20		MW	0101-8150-0-4500-0000-8110-000	2,146.42
68	00299738	V68041995	HOUGHTON MIFFLIN HARCOURT PUBL	12/18/20		MW	0101-6300-0-4140-5730-1190-000	10,430.40
68	00299739	V68154526	IMAGE APPAREL FOR BUSINESS INC	12/18/20		MW	0101-0730-0-4500-1110-3600-000	134.49
68	00299739	V68154526	IMAGE APPAREL FOR BUSINESS INC	12/18/20		MW	0101-0724-0-4500-5001-3600-000	89.66
68	00299740	V68046445	JOHNSTONE SUPPLY SANTA ANA	12/18/20		MW	0101-8150-0-4500-0000-8110-000	2,403.02
68	00299741	V68117759	JUSTENs INC.	12/18/20		MW	0101-0002-0-4500-0000-2700-006	3,427.14
68	00299742	V68146416	KAP7 INTERNATIONAL INC	12/18/20		MW	0101-1100-0-4300-1140-4200-004	1,443.06

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68	00299743	V68078255	SAN DIEGO GAS & ELECTRIC	12/18/20		MW	0101-0000-0-5500-0000-8200-000	84,982.45
68	00299744	V68084100	SO CA GAS CO	12/18/20		MW	0101-0000-0-5500-0000-8200-000	1,658.59
68	00299745	V68036075	W W GRAINGER INC	12/18/20		MW	0101-8150-0-4500-0000-8110-000	1,242.54
68	00299768	V68155142	ECE4AUTISM	12/21/20		MW	0101-6500-0-5102-5760-1180-000	16,020.00
68	00299769	V68111041	LARMAC	12/21/20		MW	0101-8150-0-5800-0000-8120-000	27,000.00
68	00299770	V68040147	MOBILE COMMUNICATION REPAIR	12/21/20		MW	0101-0000-0-4500-0000-8310-000	4,283.06
68	00299770	V68040147	MOBILE COMMUNICATION REPAIR	12/21/20		MW	0101-0010-0-4500-0000-8310-000	342.65
68	00299770	V68040147	MOBILE COMMUNICATION REPAIR	12/21/20		MW	0101-3010-0-4500-0000-2700-053	1,240.41
68	00299771	V68155646	MOHAWK COMMERCIAL Inc	12/21/20		MW	0101-8150-0-5605-0000-8110-000	541.76
68	00299771	V68155646	MOHAWK COMMERCIAL Inc	12/21/20		MW	0101-8150-0-5605-0000-8110-003	4,528.16
68	00299772	V68021378	NEW HAVEN YOUTH & FAMILY	12/21/20		MW	0101-6500-0-5803-5760-1180-000	2,180.93
68	00299772	V68021378	NEW HAVEN YOUTH & FAMILY	12/21/20		MW	0101-6500-0-5103-5760-1180-000	29.13
68	00299772	V68021378	NEW HAVEN YOUTH & FAMILY	12/21/20		MW	0101-6512-0-5101-5760-3110-000	9,459.99
68	00299772	V68021378	NEW HAVEN YOUTH & FAMILY	12/21/20		MW	0101-6512-0-5104-5760-1180-000	7,017.50
68	00299772	V68021378	NEW HAVEN YOUTH & FAMILY	12/21/20		MW	0101-6512-0-5104-5760-3120-000	7,017.50
68	00299773	V68149897	O REILLY AUTO PARTS	12/21/20		MW	0101-7220-0-4300-1140-1000-003	150.92
68	00299774	V68028870	OFFICE DEPOT	12/21/20		MW	0101-0002-0-4500-0000-2700-004	22.62
68	00299774	V68028870	OFFICE DEPOT	12/21/20		MW	0101-0002-0-4300-1140-1000-001	97.46
68	00299774	V68028870	OFFICE DEPOT	12/21/20		MW	0101-0002-0-4300-1140-1000-025	60.91
68	00299774	V68028870	OFFICE DEPOT	12/21/20		MW	0101-6500-0-4500-5001-2100-000	131.26
68	00299775	V68161592	P5 GRAPHICS AND DISPLAYS INC.	12/21/20		MW	0101-0000-0-5800-0000-7550-000	40.00
68	00299776	V68154092	PEAR DECK INC	12/21/20		MW	0101-7510-0-5800-1140-1000-004	6,000.00
68	00299777	V68154724	PINNACLE PETROLEUM INC	12/21/20		MW	0101-0724-0-4600-5001-3600-000	15,245.85
68	00299777	V68154724	PINNACLE PETROLEUM INC	12/21/20		MW	0101-8150-0-4500-0000-8230-000	17,878.97
68	00299778	V68150715	PORTVIEW PREPARATORY INC	12/21/20		MW	0101-6500-0-5802-5760-1180-000	567.50
68	00299779	V68110955	PSYCHEMEDICS CORPORATION	12/21/20		MW	0101-0000-0-5800-0000-7400-000	363.00
68	00299780	V68146103	R&S SOIL PRODUCTS INC	12/21/20		MW	0101-0000-0-4500-0000-8220-000	355.58
68	00299781	V68154322	S&K THEATRICAL DRAPERIES INC	12/21/20		MW	0101-8150-0-5605-0000-8110-000	1,448.00
68	00299782	V68078255	SAN DIEGO GAS & ELECTRIC	12/21/20		MW	0101-0000-0-5500-0000-8200-000	45,378.84
68	00299783	V68153530	SIMPSON IRVINE INC	12/21/20		MW	0101-8150-0-4500-0000-8230-000	635.82
68	00299784	V68152674	SITONE LANDSCAPE SUPPLY LLC	12/21/20		MW	0101-0000-0-4500-0000-8220-000	7,063.57
68	00299785	V68083350	SMART & FINAL **SCHOOL SITES**	12/21/20		MW	0101-3555-0-4300-3800-1000-029	134.34

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68	00299785	V68083350	SMART & FINAL **SCHOOL SITES**	12/21/20		MW	0101-6520-0-4300-5760-1190-000	24.84
68	00299786	V68084100	SO CA GAS CO	12/21/20		MW	0101-0000-0-5500-0000-8200-000	7,425.47
68	00299787	V68150071	SPECTRUM CENTER ROSSIER PARK	12/21/20		MW	0101-6500-0-5802-5760-1180-000	21,484.78
68	00299788	V68161837	SUPPLY SOLUTIONS	12/21/20		MW	0101-3220-0-4300-1110-1000-000	4,040.63
68	00299789	V68089320	TARGET SPECIALTY PRODUCTS	12/21/20		MW	0101-0000-0-4500-0000-8220-000	3,965.50
68	00299790	V68121007	TEXTBOOK WAREHOUSE	12/21/20		MW	0101-0004-0-4114-1180-1000-029	0.00
68	00299790	V68121007	TEXTBOOK WAREHOUSE	12/21/20		MW	0101-6300-0-4150-1140-1000-000	84.85
68	00299791	V68158721	TUFF SHED INC.	12/21/20		MW	0101-0400-0-4405-0000-2700-089	3,249.77
68	00299792	V68007452	US AIR CONDITIONING DIST.	12/21/20		MW	0101-8150-0-4500-0000-8110-000	878.62
68	00299793	V68103795	VORTEX INDUSTRIES INC	12/21/20		MW	0101-8150-0-5605-0000-8110-000	1,220.00
68	00299794	V68104710	YMCA OF ORANGE COUNTY	12/21/20		MW	0101-6010-0-5100-1130-1000-054	9,506.11
68	00299794	V68104710	YMCA OF ORANGE COUNTY	12/21/20		MW	0101-6010-0-5810-1130-1000-054	6,479.52
68	00299794	V68104710	YMCA OF ORANGE COUNTY	12/21/20		MW	0101-6010-0-5100-1130-1000-059	6,662.94
68	00299794	V68104710	YMCA OF ORANGE COUNTY	12/21/20		MW	0101-6010-0-5810-1130-1000-059	6,155.49
68	00299797	V68058875	ATKINSON ANDELSON LOYA	12/22/20		MW	0101-6010-0-5810-1130-1000-061	10,197.59
68	00299798	V68161421	ATKINSON, GABE SMITH AND CAROL	12/22/20		MW	0101-6010-0-5100-1130-1000-082	8,914.64
68	00299799	V68155379	BARTOSH, LAUREL OR JAMES	12/22/20		MW	0101-6010-0-5810-1130-1000-082	4,164.03
68	00299800	V68146023	BUI, HONG OR LINH LE	12/22/20		MW	0101-4035-0-5216-0000-2700-000	99.00
68	00299801	V68161885	BULL, SALLY	12/22/20		MW	0101-0724-0-5800-5001-3600-000	276.00
68	00299802	V68158873	CALDERON, LUIS	12/22/20		MW	0101-0724-0-5800-5001-3600-000	46.92
68	00299803	V68148170	CALIFORNIA YOUTH SERVICES	12/22/20		MW	0101-0724-0-5800-5001-3600-000	41.86
68	00299804	V68149629	COON, MATTHEW OR ERIKA	12/22/20		MW	0101-6500-0-5800-5760-1190-000	7,220.00
68	00299805	V68157082	DALATI, AHMAD	12/22/20		MW	0101-0724-0-5800-5001-3600-000	33.12
68	00299806	V68144430	DICK, CRAIG OR BILLIE	12/22/20		MW	0101-0724-0-5800-5001-3600-000	50.00
68	00299807	V68152616	DIXON, KAREN	12/22/20		MW	0101-3010-0-5810-3200-2700-018	77.28
68	00299808	V68164218	Dos SANTOS, ALEX OR ERICA	12/22/20		MW	0101-0724-0-5800-5001-3600-000	91.77
68	00299809	V68145764	DUDHEKER, SANJAY OR SONALY	12/22/20		MW	0101-0724-0-5800-5001-3600-000	315.10
68	00299810	V68142827	FERREN, MATHEW & KATIE	12/22/20		MW	0101-0724-0-5800-5001-3600-000	35.42
68	00299811	V68153326	FORENSIC ANALYTICAL CONSULTING	12/22/20		MW	0101-0724-0-5800-5001-3600-000	714.56
68	00299811	V68153326	FORENSIC ANALYTICAL CONSULTING	12/22/20		MW	0101-8150-0-5800-0000-8110-000	331.20
68	00299811	V68153326	FORENSIC ANALYTICAL CONSULTING	12/22/20		MW	0101-0724-0-5800-5001-3600-000	177.10
68	00299811	V68153326	FORENSIC ANALYTICAL CONSULTING	12/22/20		MW	0101-8150-0-5800-0000-8110-000	1,080.00

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68	00299812	V68154828	GOMEZ, JUAN	12/22/20		MW	0101-0724-0-5800-5001-3600-000	28.75
68	00299813	V68164178	HENRIQUEZ, BRIAN	12/22/20		MW	0101-0724-0-5800-5001-3600-000	1,100.55
68	00299814	V68160606	HO, DANIELLE	12/22/20		MW	0101-6500-0-5801-5760-3140-000	2,187.00
68	00299815	V68152617	JARVIS, ANDREW OR ROSEMARIE	12/22/20		MW	0101-0724-0-5800-5001-3600-000	70.84
68	00299816	V68157566	JONES, SCOTT OR CECILY	12/22/20		MW	0101-0724-0-5800-5001-3600-000	48.30
68	00299817	V68159154	MACAPINLAC, DONNIE OR JUNLYNN	12/22/20		MW	0101-0724-0-5800-5001-3600-000	238.28
68	00299818	V68159116	MILLER, RYAN OR ANEES	12/22/20		MW	0101-0724-0-5800-5001-3600-000	193.20
68	00299819	V68157565	MYERS, MICHAEL	12/22/20		MW	0101-0724-0-5800-5001-3600-000	260.82
68	00299820	V68156289	ONEILL, JENNIFER OR KENNETH	12/22/20		MW	0101-0724-0-5800-5001-3600-000	699.20
68	00299821	V68151433	SALGADO, DAVID & ALISON	12/22/20		MW	0101-0724-0-5800-5001-3600-000	276.00
68	00299822	V68164044	SHERLOCK, MELISSA	12/22/20		MW	0101-0724-0-5800-5001-3600-000	171.12
68	00299823	V68154554	STALKER, CLINT OR GINA	12/22/20		MW	0101-0724-0-5800-5001-3600-000	245.18
68	00299824	V68156077	WONDRA, ADAM C	12/22/20		MW	0101-6500-0-5800-5760-1190-000	6,140.00
68	00299836	V68104710	YMCA OF ORANGE COUNTY	12/30/20		MW	0101-6010-0-5100-1130-1000-061	11,911.17
68	00299836	V68104710	YMCA OF ORANGE COUNTY	12/30/20		MW	0101-6010-0-5810-1130-1000-061	5,341.28
68	00299837	V68001018	A Z BUS SALES INC	01/05/21		MW	0101-0730-0-4600-1110-3600-000	1,152.78
68	00299838	V68152532	ADVANTAGE WEST INVESTMENT ENTE	01/05/21		MW	0101-0400-0-4500-0000-2700-055	38.15
68	00299839	V68145645	ALISO NIGUEL AUTO CARE	01/05/21		MW	0101-8150-0-5605-0000-8230-000	67.68
68	00299840	V68154816	ALISO VIEJO TOWING & RECOVERY	01/05/21		MW	0101-0724-0-5800-5001-3600-000	140.00
68	00299841	V68142187	AMERICAN TECHNOLOGIES INC	01/05/21		MW	0101-8150-0-5605-0000-8110-018	6,683.71
68	00299842	V68150294	AUTOZONE INC	01/05/21		MW	0101-0730-0-4600-1110-3600-000	22.49
68	00299843	V68143536	AVID CENTER	01/05/21		MW	0101-3010-0-5215-1110-1000-061	675.00
68	00299843	V68143536	AVID CENTER	01/05/21		MW	0101-4203-0-5216-4760-2100-000	12,410.00
68	00299843	V68143536	AVID CENTER	01/05/21		MW	0101-7510-0-5215-1130-1000-061	2,000.00
68	00299844	V68101187	BIO-RAD LABORATORIES INC	01/05/21		MW	0101-6388-0-4300-3800-1000-004	2,120.06
68	00299845	V68156387	BRIAN'S MOBILE TIRE AND FLEET	01/05/21		MW	0101-8150-0-4500-0000-8230-000	1,079.84
68	00299846	V68146284	BUSWEST LLC	01/05/21		MW	0101-0730-0-4600-1110-3600-000	141.76
68	00299847	V68141660	CAL-STATE AUTO PARTS INC	01/05/21		MW	0101-0724-0-4600-5001-3600-000	206.21
68	00299848	V68145221	CALIFORNIA WEEKLY EXPLORER INC	01/05/21		MW	0101-0400-0-5810-1130-1000-055	699.99
68	00299848	V68145221	CALIFORNIA WEEKLY EXPLORER INC	01/05/21		MW	0101-0400-0-5810-1130-1000-060	1,139.99
68	00299849	V68152287	CAPITOL ADVISORS GROUP LLC	01/05/21		MW	0101-0000-0-5815-0000-7150-000	4,000.00
68	00299850	V68161497	CHADWICK, CHARLES AND MICHELLE	01/05/21		MW	0101-6500-0-5800-5760-3600-000	1,719.48

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68	00299851	V68146234 CINTAS CORPORATION #640	01/05/21		MW	0101-0000-0-5800-0000-8310-000	55.02
68	00299851	V68146234 CINTAS CORPORATION #640	01/05/21		MW	0101-0730-0-5800-1110-3600-000	918.25
68	00299851	V68146234 CINTAS CORPORATION #640	01/05/21		MW	0101-0724-0-5800-5001-3600-000	918.25
68	00299852	V68141556 COALITION FOR ADEQUATE SCHOOL	01/05/21		MW	0101-0000-0-5300-0000-7690-000	1,234.00
68	00299853	V68147693 COMPLETE OFFICE OF CA	01/05/21		MW	0101-0000-0-4500-0000-2100-000	3.22
68	00299853	V68147693 COMPLETE OFFICE OF CA	01/05/21		MW	0101-8150-0-4500-0000-8110-000	18.95
68	00299854	V68159503 CORNERSTONE COMMUNICATIONS INC	01/05/21		MW	0101-0000-0-5800-0000-7180-000	8,000.00
68	00299855	V68024000 CULVER-NEWLIN INC	01/05/21		MW	0101-3010-0-4405-0000-2700-021	1,913.12
68	00299856	V68147214 DANIELS TIRE SERVICE INC	01/05/21		MW	0101-0730-0-4600-1110-3600-000	2,277.07
68	00299857	V68009300 DICK BLICK WEST	01/05/21		MW	0101-0002-0-4300-1140-1000-001	176.03
68	00299858	V68026640 DIGITAL NETWORKS GROUP INC	01/05/21		MW	0101-3010-0-4405-0000-2700-021	13,806.05
68	00299859	V68063693 E STEWART AND ASSOCIATES INC	01/05/21		MW	0101-0000-0-5605-0000-8220-000	14,113.13
68	00299860	V68147927 EVIDENT INC	01/05/21		MW	0101-3555-0-4300-3800-1000-004	950.05
68	00299861	V68154409 EWING IRRIGATION PRODUCTS INC	01/05/21		MW	0101-0000-0-4500-0000-8220-000	1,987.06
68	00299862	V68118205 FASTENAL COMPANY	01/05/21		MW	0101-0730-0-4600-1110-3600-000	268.85
68	00299863	V68160691 FIVESTAR RUBBER STAMP ETC INC.	01/05/21		MW	0101-0000-0-4500-0000-7300-000	125.07
68	00299864	V68057042 FOLLETT EDUCATIONAL SERVICES	01/05/21		MW	0101-0004-0-4200-1180-2420-058	181.78
68	00299865	V68150202 FOLLETT SCHOOL SOLUTIONS INC	01/05/21		MW	0101-0400-0-4200-1180-2420-006	1,429.32
68	00299866	V68035620 GOODHEART-WILLCOX CO INC	01/05/21		MW	0101-6387-0-4300-3800-1000-005	2,401.20
68	00299866	V68035620 GOODHEART-WILLCOX CO INC	01/05/21		MW	0101-7220-0-4114-1140-1000-003	1,249.96
68	00299867	V68040548 HIGH NOON BOOKS	01/05/21		MW	0101-3010-0-4300-1140-1000-021	558.29
68	00299868	V68164196 JOHN KAUFMAN DBA KAUFMAN BROTHERS WO	01/05/21		MW	0101-0400-0-4300-1130-1000-058	302.48
68	00299869	V68046445 JOHNSTONE SUPPLY SANTA ANA	01/05/21		MW	0101-8150-0-4500-0000-8110-000	3,095.50
68	00299870	V68117759 JOSTENS INC.	01/05/21		MW	0101-0010-0-4500-3200-2700-018	63.77
68	00299871	V68062513 KELLY PAPER COMPANY	01/05/21		MW	0101-0000-0-4500-0000-7550-000	338.69
68	00299872	V68052878 LAWNMOWERS ETC	01/05/21		MW	0101-8150-0-5605-0000-8120-000	790.05
68	00299873	V68056480 MAR VAC ELECTRONICS	01/05/21		MW	0101-8150-0-4405-0000-8110-000	1,169.68
68	00299874	V68156464 NDS	01/05/21		MW	0101-0000-0-5900-0000-7540-000	75.20
68	00299875	V68149897 O REILLY AUTO PARTS	01/05/21		MW	0101-8150-0-4500-0000-8230-000	184.88
68	00299876	V68155701 OC AUTO COLLISION	01/05/21		MW	0101-8150-0-5605-0000-8230-000	2,407.32
68	00299877	V68028870 OFFICE DEPOT	01/05/21		MW	0101-0002-0-4500-0000-2700-004	264.38
68	00299877	V68028870 OFFICE DEPOT	01/05/21		MW	0101-0002-0-4300-1140-1000-001	172.33

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68	00299877	V68028870	OFFICE DEPOT	01/05/21		MW	0101-0002-0-4300-1140-1000-025	119.28
68	00299877	V68028870	OFFICE DEPOT	01/05/21		MW	0101-6500-0-4500-5001-2100-000	99.03
68	00299878	V68116411	ORANGE COUNTY REGISTER DBA THE	01/05/21		MW	0101-0000-0-5800-0000-7180-000	7,762.40
68	00299879	V68068227	PARKHOUSE TIRE INC.	01/05/21		MW	0101-0724-0-4600-5001-3600-000	626.50
68	00299880	V68069310	PERMA-BOUND	01/05/21		MW	0101-0004-0-4114-1180-1000-003	4,579.37
68	00299881	V68159493	PRECISION AUTO COLLISION INC	01/05/21		MW	0101-0724-0-5605-5001-3600-000	1,489.05
68	00299882	V68071608	PRUDENTIAL OVERALL SUPPLY	01/05/21		MW	0101-0000-0-5800-0000-7550-000	44.32
68	00299883	V68154306	QUALITY STREET SERVICE	01/05/21		MW	0101-0730-0-5605-1110-3600-000	843.00
68	00299883	V68154306	QUALITY STREET SERVICE	01/05/21		MW	0101-0724-0-5605-5001-3600-000	843.00
68	00299884	V68071950	QUALITY TOWING	01/05/21		MW	0101-8150-0-5800-0000-8230-000	220.00
68	00299885	V68026328	RINCON TRUCK PARTS	01/05/21		MW	0101-0730-0-4600-1110-3600-000	2,229.70
68	00299885	V68026328	RINCON TRUCK PARTS	01/05/21		MW	0101-0724-0-4600-5001-3600-000	4,749.18
68	00299886	V68149744	SAN DIEGO COUNTY	01/05/21		MW	0101-8150-0-5800-0000-8230-000	975.00
68	00299887	V68078255	SAN DIEGO GAS & ELECTRIC	01/05/21		MW	0101-0000-0-5500-0000-8200-000	86,335.76
68	00299888	V68101222	SANTA MARGARITA FORD	01/05/21		MW	0101-0730-0-4600-1110-3600-000	100.42
68	00299889	V68104414	SHRED-IT USA LLC	01/05/21		MW	0101-0000-0-5800-0000-7540-000	580.50
68	00299890	V68153530	SIMPSON IRVINE INC	01/05/21		MW	0101-0724-0-5605-5001-3600-000	308.78
68	00299891	V68083350	SMART & FINAL **SCHOOL SITES**	01/05/21		MW	0101-3555-0-4300-3800-1000-001	348.32
68	00299891	V68083350	SMART & FINAL **SCHOOL SITES**	01/05/21		MW	0101-3555-0-4300-3800-1000-018	107.84
68	00299891	V68083350	SMART & FINAL **SCHOOL SITES**	01/05/21		MW	0101-6520-0-4300-5760-1190-000	15.85
68	00299892	V68122583	SMOG EXPRESS	01/05/21		MW	0101-8150-0-5800-0000-8230-000	210.90
68	00299893	V68084100	SO CA GAS CO	01/05/21		MW	0101-0000-0-5500-0000-8200-000	39,397.10
68	00299894	V68118077	SOUTH COAST MEDICAL GROUP	01/05/21		MW	0101-0000-0-5800-0000-7400-000	295.00
68	00299895	V68122718	SOUTHERN CALIFORNIA EDISON	01/05/21		MW	0101-0000-0-5500-0000-8200-000	3,863.23
68	00299896	V68007162	STAPLES BUSINESS ADVANTAGE	01/05/21		MW	0101-3182-0-4300-3200-1000-018	595.49
68	00299897	V68145728	STARFALL EDUCATION FOUNDATION	01/05/21		MW	0101-6500-0-5800-0000-5760-1110-000	810.00
68	00299898	V68163985	STRATEGIC KIDS LLC	01/05/21		MW	0101-3220-0-5800-1110-1000-000	175,698.00
68	00299899	V68152808	THE PEP BOYS-MANNY MOE JACK OF	01/05/21		MW	0101-0730-0-4600-1110-3600-000	64.28
68	00299900	V68152996	TIMOTHY A ADAMS & ASSOC APLC	01/05/21		MW	0101-6500-0-5800-5760-1190-000	30,000.00
68	00299901	V68147300	TUTTLE CLICK FORD LINCOLN	01/05/21		MW	0101-0724-0-5605-5001-3600-000	7,171.77
68	00299902	V68114339	UNITED STATES POSTAL SERVICE	01/05/21		MW	0101-0000-0-5900-0000-7540-000	25,000.00
68	00299903	V68036075	W W GRAINGER INC	01/05/21		MW	0101-8150-0-4500-0000-8110-000	1,337.01

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68	00299904	V68110273	WATERLINES TECHNOLOGIES INC	0101-8150-0-4500-0000-8110-000	MW	01/05/21	7,006.53	
68	00299905	V68104710	YMCA OF ORANGE COUNTY	0101-3220-0-5800-0000-7400-000	MW	01/05/21	35,496.09	
68	00299910	V68155250	BACOPULOS, DANA	0101-3315-0-5212-5730-1110-000	MW	01/06/21	9.20	
68	00299910	V68155250	BACOPULOS, DANA	0101-6500-0-5212-5760-1110-000	MW	01/06/21	9.20	
68	00299911	V68154661	BERTRAND MUSIC ENTERPRISE INC	0101-3220-0-4300-1110-1000-000	MW	01/06/21	32,817.07	
68	00299912	V68016950	CAROLINA BIOLOGICAL SUPPLY CO.	0101-6388-0-4300-3800-1000-006	MW	01/06/21	2,173.30	
68	00299913	V68999999	CDTFA	0101-0000-0-4500-0000-3120-000	MW	01/06/21	25.19	
68	00299913	V68999999	CDTFA	0101-0000-0-4500-0000-7150-000	MW	01/06/21	-0.93	
68	00299913	V68999999	CDTFA	0101-0000-0-5800-0000-7550-000	MW	01/06/21	3.10	
68	00299913	V68999999	CDTFA	0101-0002-0-4500-0000-2700-079	MW	01/06/21	5.43	
68	00299913	V68999999	CDTFA	0101-0002-0-4300-1130-1000-086	MW	01/06/21	0.03	
68	00299913	V68999999	CDTFA	0101-3010-0-4300-1110-1000-054	MW	01/06/21	33.32	
68	00299913	V68999999	CDTFA	0101-3010-0-4300-1130-1000-072	MW	01/06/21	32.54	
68	00299913	V68999999	CDTFA	0101-3220-0-4300-1110-1000-000	MW	01/06/21	286.75	
68	00299913	V68999999	CDTFA	0101-3555-0-4300-3800-1000-001	MW	01/06/21	-0.08	
68	00299913	V68999999	CDTFA	0101-3555-0-4300-3800-1000-004	MW	01/06/21	50.66	
68	00299913	V68999999	CDTFA	0101-6300-0-4300-1110-1000-000	MW	01/06/21	0.88	
68	00299913	V68999999	CDTFA	0101-6500-0-4500-5001-3120-000	MW	01/06/21	37.79	
68	00299913	V68999999	CDTFA	0101-6500-0-4500-5001-3150-000	MW	01/06/21	1.74	
68	00299913	V68999999	CDTFA	0101-6500-0-4300-5760-1190-000	MW	01/06/21	51.59	
68	00299913	V68999999	CDTFA	0101-6500-0-4500-5760-3140-000	MW	01/06/21	5.79	
68	00299913	V68999999	CDTFA	0101-7510-0-4300-1130-1000-055	MW	01/06/21	198.38	
68	00299913	V68999999	CDTFA	0101-8150-0-5605-0000-8110-000	MW	01/06/21	4.26	
68	00299914	V68106764	CDWG Inc	0101-0000-0-4500-0000-7400-000	MW	01/06/21	50.10	
68	00299914	V68106764	CDWG Inc	0101-0000-0-4500-0000-7540-000	MW	01/06/21	70.33	
68	00299914	V68106764	CDWG Inc	0101-0000-0-4500-0000-7700-000	MW	01/06/21	-3,352.78	
68	00299914	V68106764	CDWG Inc	0101-0002-0-4405-0000-2700-021	MW	01/06/21	1,853.04	
68	00299914	V68106764	CDWG Inc	0101-0002-0-4300-1130-1000-054	MW	01/06/21	61.70	
68	00299914	V68106764	CDWG Inc	0101-0755-0-4500-0000-7700-000	MW	01/06/21	21,280.63	
68	00299914	V68106764	CDWG Inc	0101-3182-0-4500-3200-2700-018	MW	01/06/21	3,423.67	
68	00299914	V68106764	CDWG Inc	0101-3220-0-4400-1110-1000-000	MW	01/06/21	321,095.01	
68	00299914	V68106764	CDWG Inc	0101-6500-0-4300-5760-1190-000	MW	01/06/21	251.14	

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68	00299914	V68106764	CDWG Inc	01/06/21		MW	0101-9030-0-4500-0000-7700-000	34,480.00
68	00299915	V68118918	CHEFS TOYS	01/06/21		MW	0101-3555-0-4300-3800-1000-018	269.38
68	00299916	V68018870	CITY OF SAN CLEMENTE	01/06/21		MW	0101-0000-0-5500-0000-8200-000	4,784.66
68	00299917	V68018872	CITY OF SAN JUAN CAPISTRANO	01/06/21		MW	0101-0000-0-5500-0000-8200-000	14,950.95
68	00299918	V68159940	CORINNE LOSKOT CONSULTING INC.	01/06/21		MW	0101-8150-0-5810-0000-8500-000	1,310.00
68	00299919	V68153348	DINSMOOR, JOY	01/06/21		MW	0101-3315-0-5212-5730-1110-000	27.60
68	00299919	V68153348	DINSMOOR, JOY	01/06/21		MW	0101-6500-0-5212-5760-1110-000	27.60
68	00299920	V68153366	EILER, CHRISTINE	01/06/21		MW	0101-3315-0-5212-5730-1110-000	24.73
68	00299920	V68153366	EILER, CHRISTINE	01/06/21		MW	0101-6500-0-5212-5760-1110-000	24.72
68	00299921	V68163202	ERIC NELSON	01/06/21		MW	0101-0010-0-5800-0000-2100-000	2,500.00
68	00299922	V68164006	FILTERBUY INC.	01/06/21		MW	0101-8150-0-4500-0000-8110-000	74,614.63
68	00299923	V68159221	HANDLEY, RHETT	01/06/21		MW	0101-6500-0-5800-5760-1190-000	2,627.78
68	00299924	V68007500	HENRY SCHEIN INC/MBM	01/06/21		MW	0101-1100-0-4300-1140-4200-002	1,780.19
68	00299925	V68160376	JENNINGS BELARDES, KERREL	01/06/21		MW	0101-3315-0-5212-5730-1110-000	10.35
68	00299925	V68160376	JENNINGS BELARDES, KERREL	01/06/21		MW	0101-6500-0-5212-5760-1110-000	10.35
68	00299926	V68147372	LEISURE CARE REFERRAL AGENCY I	01/06/21		MW	0101-0000-0-5800-0000-3140-000	1,330.00
68	00299927	V68050760	LENNOX INDUSTRIES INC	01/06/21		MW	0101-8150-0-4405-0000-8110-004	17,987.79
68	00299927	V68050760	LENNOX INDUSTRIES INC	01/06/21		MW	0101-8150-0-4405-0000-8110-073	14,373.29
68	00299928	V68161638	MAIER, BEN AND NICOLE	01/06/21		MW	0101-6500-0-5800-5770-1190-000	825.00
68	00299929	V68110020	MEET THE MASTERS INC	01/06/21		MW	0101-0400-0-5810-1130-1000-059	1,950.00
68	00299929	V68110020	MEET THE MASTERS INC	01/06/21		MW	0101-0400-0-5800-1130-1000-071	1,300.00
68	00299930	V68151062	MICKLE, JACQUELINE	01/06/21		MW	0101-3315-0-5212-5730-1110-000	47.15
68	00299930	V68151062	MICKLE, JACQUELINE	01/06/21		MW	0101-6500-0-5212-5760-1110-000	47.15
68	00299932	V68061270	MOULTON NIGUEL WATER	01/06/21		MW	0101-0000-0-5500-0000-8200-000	38,019.15
68	00299933	V68119010	MURPHY, MARISSA	01/06/21		MW	0101-3315-0-5212-5730-1110-000	17.25
68	00299933	V68119010	MURPHY, MARISSA	01/06/21		MW	0101-6500-0-5212-5760-1110-000	17.25
68	00299934	V68148042	ORGILL, JANELL	01/06/21		MW	0101-3315-0-5212-5730-1110-000	14.67
68	00299934	V68148042	ORGILL, JANELL	01/06/21		MW	0101-6500-0-5212-5760-1110-000	14.66
68	00299935	V68154204	PERFORMANCE MATTERS LLC	01/06/21		MW	0101-4035-0-5815-1110-2140-000	50,518.76
68	00299936	V68118595	RASHIDI, AKRAM KIM	01/06/21		MW	0101-3315-0-5212-5730-1110-000	15.82
68	00299936	V68118595	RASHIDI, AKRAM KIM	01/06/21		MW	0101-6500-0-5212-5760-1110-000	15.81
68	00299937	V68078255	SAN DIEGO GAS & ELECTRIC	01/06/21		MW	0101-0000-0-5500-0000-8200-000	40,970.60

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68	00299938	V68079190 SANTA MARGARITA WATER	01/06/21		MW	0101-0000-0-5500-0000-8200-000	10,060.42
68	00299939	V68145390 SCHOOLER, DEBORAH	01/06/21		MW	0101-3315-0-5212-5730-1110-000	30.48
68	00299939	V68145390 SCHOOLER, DEBORAH	01/06/21		MW	0101-6500-0-5212-5760-1110-000	30.47
68	00299940	V68148886 SELPA ADMINISTRATORS ASSOC. OF	01/06/21		MW	0101-6500-0-5300-5001-2100-000	1,300.00
68	00299941	V68084100 SO CA GAS CO	01/06/21		MW	0101-0000-0-5500-0000-8200-000	13,593.36
68	00299942	V68108107 SOLUTION TREE INC	01/06/21		MW	0101-4035-0-5800-1110-2100-000	3,057.50
68	00299943	V68143011 SOUTH COAST WATER DISTRICT	01/06/21		MW	0101-0000-0-5500-0000-8200-000	11,192.30
68	00299944	V68122718 SOUTHERN CALIFORNIA EDISON	01/06/21		MW	0101-0000-0-5500-0000-8200-000	16,928.56
68	00299945	V68152996 TIMOTHY A ADAMS & ASSOC APLC	01/06/21		MW	0101-6500-0-5800-5760-1190-000	566.00
68	00299958	V68001018 A Z BUS SALES INC	01/07/21		MW	0101-3220-0-6400-5001-3600-000	210,896.96
68	00299959	V68164152 ALL OF NUTRITION LLC	01/07/21		MW	0101-6500-0-5800-5760-3140-000	400.00
68	00299960	V68162338 ANNILISE M FLANAGAN-FRANKL DBA	01/07/21		MW	0101-6500-0-5800-5001-3120-000	6,030.00
68	00299961	V68161620 AUTISM SPECTRUM THERAPIES LLC	01/07/21		MW	0101-6500-0-5801-5760-1180-000	1,094.63
68	00299962	V68160614 AUTISM WELLNESS CONSULTING INC	01/07/21		MW	0101-6500-0-5801-5001-3120-000	3,888.00
68	00299963	V68163677 BRYAN, KIMBERLY	01/07/21		MW	0101-0000-0-5213-0000-3140-000	78.78
68	00299964	V68153841 CALKINS, PATRICIA	01/07/21		MW	0101-0002-0-5800-0000-3116-068	250.00
68	00299965	V68118161 CAPISTRANO CONNECTIONS ACADEMY	01/07/21		MW	0101-0000-0-8096-0000-0000-205	2,102,791.00
68	00299966	V68163988 CAPULONG, JOYCE	01/07/21		MW	0101-0000-0-5213-0000-3140-000	69.00
68	00299967	V68164095 CHEN, KATHLEEN	01/07/21		MW	0101-0000-0-5213-0000-3140-000	5.17
68	00299968	V68146265 COMMUNITY ROOTS ACADEMY	01/07/21		MW	0101-0000-0-8096-0000-0000-206	393,989.00
68	00299969	V68164287 CONE, KARYN	01/07/21		MW	0101-0730-0-5800-1110-3600-000	44.00
68	00299969	V68164287 CONE, KARYN	01/07/21		MW	0101-0724-0-5800-5001-3600-000	44.00
68	00299970	V68153500 CONNOLLY, KAY	01/07/21		MW	0101-0000-0-5212-1140-1000-025	10.35
68	00299970	V68153500 CONNOLLY, KAY	01/07/21		MW	0101-0000-0-5212-3300-1000-014	10.35
68	00299971	V68118653 COPE, MARY	01/07/21		MW	0101-0000-0-5213-0000-3140-000	40.83
68	00299972	V68108186 CROWLEY, HEIDI	01/07/21		MW	0101-0000-0-5213-0000-2100-000	69.00
68	00299973	V68161758 CRYSTAL BEJARANO DBA CONNECT4K	01/07/21		MW	0101-6500-0-5115-5001-3120-000	12,250.00
68	00299973	V68161758 CRYSTAL BEJARANO DBA CONNECT4K	01/07/21		MW	0101-6500-0-5815-5001-3120-000	1,150.00
68	00299974	V68145501 CURLEY, JULIE	01/07/21		MW	0101-6500-0-5212-5760-1190-000	188.03
68	00299975	V68101731 DEVEREUX TEXAS TREATMENT NETWO	01/07/21		MW	0101-6500-0-5803-5760-1180-000	2,523.58
68	00299975	V68101731 DEVEREUX TEXAS TREATMENT NETWO	01/07/21		MW	0101-6512-0-5104-5760-1180-000	7,117.50
68	00299975	V68101731 DEVEREUX TEXAS TREATMENT NETWO	01/07/21		MW	0101-6512-0-5104-5760-3120-000	4,178.70

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68	00299976	V68164179	DIZON, JANESEA	MW	01/07/21		0101-0000-0-5213-0000-3140-000	13.80
68	00299977	V68114771	EBS HEALTHCARE INC DBA EBS EDU	MW	01/07/21		0101-6500-0-5101-5760-3150-000	1,028.25
68	00299977	V68114771	EBS HEALTHCARE INC DBA EBS EDU	MW	01/07/21		0101-6500-0-5801-5760-3150-000	4,971.75
68	00299978	V68164288	FILLMAN, ANGELA	MW	01/07/21		0101-0730-0-5800-1110-3600-000	44.00
68	00299978	V68164288	FILLMAN, ANGELA	MW	01/07/21		0101-0724-0-5800-5001-3600-000	44.00
68	00299979	V68160005	FLORES, DAVID	MW	01/07/21		0101-6500-0-5212-5760-1190-000	94.30
68	00299980	V68157078	GINA MARCHETTI	MW	01/07/21		0101-6500-0-5800-5770-1190-000	2,330.00
68	00299981	V68162485	GODINEZ, SANDRA	MW	01/07/21		0101-0730-0-8675-0000-0000-000	177.02
68	00299982	V68118405	GOLDBECK, MELISSA	MW	01/07/21		0101-0000-0-5213-0000-3140-000	96.60
68	00299983	V68159276	GONZALEZ, HUGO	MW	01/07/21		0101-8150-0-5213-0000-8110-000	64.63
68	00299984	V68112996	GOODWILL INDUSTRIES OF ORANGE	MW	01/07/21		0101-3315-0-5110-5730-1130-000	6,355.00
68	00299984	V68112996	GOODWILL INDUSTRIES OF ORANGE	MW	01/07/21		0101-6500-0-5110-5760-1130-000	7,595.00
68	00299985	V68164298	GORMAN, TERRIE	MW	01/07/21		0101-0730-0-8675-0000-0000-000	345.00
68	00299986	V68119631	GROVES, LISA A.	MW	01/07/21		0101-3386-0-5815-5710-3120-000	1,250.00
68	00299986	V68119631	GROVES, LISA A.	MW	01/07/21		0101-6500-0-5815-5001-3120-000	500.00
68	00299987	V68161716	GUSTAFSON, KAYLIE	MW	01/07/21		0101-6500-0-5213-5001-3150-000	30.13
68	00299987	V68161716	GUSTAFSON, KAYLIE	MW	01/07/21		0101-6500-0-5212-5760-1190-000	45.20
68	00299988	V68158628	HANLEY, KIMBERLY	MW	01/07/21		0101-3010-0-5213-0000-2100-000	57.50
68	00299989	V68059154	HERITAGE SCHOOLS INC	MW	01/07/21		0101-6500-0-5803-5760-1180-000	6,720.00
68	00299989	V68059154	HERITAGE SCHOOLS INC	MW	01/07/21		0101-6512-0-5104-5760-1180-000	21,390.00
68	00299989	V68059154	HERITAGE SCHOOLS INC	MW	01/07/21		0101-6512-0-5104-5760-3120-000	8,463.00
68	00299990	V68159473	HERNANDEZ, TELLO	MW	01/07/21		0101-8150-0-5213-0000-8110-000	37.03
68	00299991	V68162281	HEY, CURTIS/LINDA	MW	01/07/21		0101-0730-0-8675-0000-0000-000	920.00
68	00299992	V68160606	HO, DANIELLE	MW	01/07/21		0101-6500-0-5801-5760-3140-000	855.00
68	00299993	V68161968	HOULIHAN, PATRICIA K.	MW	01/07/21		0101-6500-0-5800-5760-1190-000	396.00
68	00299994	V68118455	IRMA RAMIREZ GARCIA	MW	01/07/21		0101-6512-0-5115-5760-3110-000	1,195.60
68	00299995	V68163438	JENNIFER STRONG	MW	01/07/21		0101-6500-0-5100-5001-3120-000	4,480.00
68	00299996	V68151216	JENNIFER TONEY SPEECH	MW	01/07/21		0101-6500-0-5815-5760-3150-000	4,080.00
68	00299997	V68105873	JOURNEY CHARTER SCHOOL	MW	01/07/21		0101-0000-0-8096-0000-0000-201	306,015.00
68	00299998	V68122790	KELLMAN, KATHLEEN	MW	01/07/21		0101-0000-0-5213-0000-3140-000	59.23
68	00299999	V68146751	LACHEMANN, DINA	MW	01/07/21		0101-6500-0-5212-5760-1190-000	29.90
68	00300000	V68159514	LEWIS, KATHLEEN	MW	01/07/21		0101-6500-0-4300-5760-1110-024	127.92

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68	00300001	V68160108	LINGO TRAIN LLC	0101-3010-0-5810-1110-1000-054	01/07/21	MW	01/07/21	1,050.00
68	00300002	V68055550	MCGRAW-HILL SCHOOL EDUCATION H	0101-6300-0-4300-5730-1190-000	01/07/21	MW	01/07/21	7,015.36
68	00300003	V68164123	MCHUGH, CATHERINE	0101-6500-0-5212-5760-1190-000	01/07/21	MW	01/07/21	18.98
68	00300004	V681444881	MERCURY DISPOSAL SYSTEM INC.	0101-0000-0-5800-0000-8310-000	01/07/21	MW	01/07/21	62.44
68	00300005	V68040147	MOBILE COMMUNICATION REPAIR	0101-0002-0-4500-0000-2700-028	01/07/21	MW	01/07/21	513.97
68	00300005	V68040147	MOBILE COMMUNICATION REPAIR	0101-0002-0-4500-0000-2700-050	01/07/21	MW	01/07/21	84.05
68	00300005	V68040147	MOBILE COMMUNICATION REPAIR	0101-0002-0-4500-0000-2700-082	01/07/21	MW	01/07/21	1,713.23
68	00300005	V68040147	MOBILE COMMUNICATION REPAIR	0101-0400-0-4500-0000-2700-030	01/07/21	MW	01/07/21	2,055.87
68	00300005	V68040147	MOBILE COMMUNICATION REPAIR	0101-0400-0-4500-0000-2700-050	01/07/21	MW	01/07/21	342.65
68	00300006	V68146862	MORRIS, LINDSEY	0101-6500-0-5213-5760-3140-000	01/07/21	MW	01/07/21	12.65
68	00300007	V68160890	MUNDSCHAU, STEVEN	0101-0000-0-5213-0000-7700-000	01/07/21	MW	01/07/21	21.28
68	00300008	V68159589	MURILLO, ADOLFO	0101-8150-0-5213-0000-8110-000	01/07/21	MW	01/07/21	51.52
68	00300009	V68021378	NEW HAVEN YOUTH & FAMILY	0101-6500-0-5802-5760-1180-000	01/07/21	MW	01/07/21	2,295.00
68	00300010	V68158933	NEW VISTA SCHOOL	0101-6500-0-5102-5760-1180-000	01/07/21	MW	01/07/21	27,873.21
68	00300010	V68158933	NEW VISTA SCHOOL	0101-6500-0-5802-5760-1180-000	01/07/21	MW	01/07/21	-3,043.25
68	00300010	V68158933	NEW VISTA SCHOOL	0101-6500-0-5102-5760-1180-000	01/07/21	MW	01/07/21	25,527.35
68	00300010	V68158933	NEW VISTA SCHOOL	0101-6500-0-5802-5760-1180-000	01/07/21	MW	01/07/21	9,900.77
68	00300011	V68157929	NORDRUM, SAMUEL AND VALERIE	0101-6500-0-5800-5760-1190-000	01/07/21	MW	01/07/21	1,388.75
68	00300012	V68157103	NORMATIVE SERVICES iNC	0101-6500-0-5803-5760-1180-000	01/07/21	MW	01/07/21	1,750.00
68	00300012	V68157103	NORMATIVE SERVICES iNC	0101-6512-0-5104-5760-1180-000	01/07/21	MW	01/07/21	2,745.00
68	00300012	V68157103	NORMATIVE SERVICES iNC	0101-6512-0-5104-5760-3120-000	01/07/21	MW	01/07/21	2,745.00
68	00300013	V68163329	NOVITAS ACADEMY	0101-6500-0-5803-5760-1180-000	01/07/21	MW	01/07/21	4,900.00
68	00300013	V68163329	NOVITAS ACADEMY	0101-6512-0-5104-5760-1180-000	01/07/21	MW	01/07/21	1,050.00
68	00300013	V68163329	NOVITAS ACADEMY	0101-6512-0-5104-5760-3120-000	01/07/21	MW	01/07/21	7,000.00
68	00300014	V68149897	O REILLY AUTO PARTS	0101-8150-0-4500-0000-8230-000	01/07/21	MW	01/07/21	309.01
68	00300015	V68028870	OFFICE DEPOT	0101-0002-0-4500-0000-2700-004	01/07/21	MW	01/07/21	102.89
68	00300015	V68028870	OFFICE DEPOT	0101-0002-0-4300-1140-1000-001	01/07/21	MW	01/07/21	123.86
68	00300016	V68113144	OPPORTUNITY FOR LEARNING	0101-0000-0-8096-0000-0000-203	01/07/21	MW	01/07/21	450,238.00
68	00300017	V68153868	ORANGE COUNTY ACADEMY OF	0101-0000-0-8096-0000-0000-202	01/07/21	MW	01/07/21	189,188.00
68	00300017	V68153868	ORANGE COUNTY ACADEMY OF	0101-0000-0-8096-0000-0000-208	01/07/21	MW	01/07/21	78,391.00
68	00300018	V68066625	ORANGE COUNTY TANK TESTING INC	0101-8150-0-5800-0000-8230-000	01/07/21	MW	01/07/21	7,055.00
68	00300019	V68141316	OTICON INC	0101-6500-0-4300-5760-1190-000	01/07/21	MW	01/07/21	1,770.00

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68	00300020	V68146264	OXFORD ACADEMY	01/07/21		MW	0101-0000-0-8096-0000-0000-204	421,209.00
68	00300021	V68155046	PARKER, KAREN	01/07/21		MW	0101-6500-0-5213-5001-2700-099	48.30
68	00300022	V68151079	PERKINS SCHOOL FOR THE BLIND	01/07/21		MW	0101-6500-0-5103-5760-1180-000	13,888.64
68	00300023	V68154724	PINNACLE PETROLEUM INC	01/07/21		MW	0101-0724-0-4600-5001-3600-000	17,884.64
68	00300024	V68153784	PITZEN, JOHN	01/07/21		MW	0101-6500-0-5212-5760-1190-000	97.18
68	00300025	V68156480	PREMIER HEALTHCARE SERVICES LL	01/07/21		MW	0101-6500-0-5801-5760-3140-000	1,336.53
68	00300026	V68106119	PROFESSIONAL TUTORS OF AMERICA	01/07/21		MW	0101-4203-0-5800-4760-1000-000	5,018.75
68	00300027	V68071608	PRUDENTIAL OVERALL SUPPLY	01/07/21		MW	0101-0000-0-5800-0000-7550-000	44.32
68	00300028	V68163193	PUCCINELLI, SUSAN	01/07/21		MW	0101-0400-0-4500-0000-2700-004	14.19
68	00300029	V68149719	Q FENCE AND FABRICATION INC	01/07/21		MW	0101-8150-0-4500-0000-8110-000	420.00
68	00300030	V68156586	RAEL, MEGAN	01/07/21		MW	0101-3315-0-5213-5730-3120-000	25.30
68	00300031	V68101222	SANTA MARGARITA FORD	01/07/21		MW	0101-0724-0-4600-5001-3600-000	296.33
68	00300032	V68152543	SENECA FAMILY OF AGENCIES	01/07/21		MW	0101-6512-0-5101-5760-3110-000	3,500.00
68	00300033	V68147427	SHACK-LAPPIN, CAROL	01/07/21		MW	0101-6512-0-5115-5760-3110-000	1,572.50
68	00300034	V68143008	SHERRIE, LORRAINE	01/07/21		MW	0101-3315-0-5213-5730-3140-000	3.86
68	00300034	V68143008	SHERRIE, LORRAINE	01/07/21		MW	0101-6500-0-5213-5760-3140-000	44.44
68	00300035	V68104414	SHRED-IT USA LLC	01/07/21		MW	0101-0002-0-5800-5750-2700-049	62.26
68	00300036	V68153530	SIMPSON IRVINE INC	01/07/21		MW	0101-0724-0-5605-5001-3600-000	224.86
68	00300037	V68152674	SITEONE LANDSCAPE SUPPLY LLC	01/07/21		MW	0101-0000-0-4500-0000-8220-000	250.00
68	00300038	V68083350	SMART & FINAL **SCHOOL SITES**	01/07/21		MW	0101-0002-0-4300-5760-1110-049	82.79
68	00300039	V68157226	SONOVA USA INC	01/07/21		MW	0101-6500-0-4400-5760-1190-000	9,657.19
68	00300040	V68083880	SOUTH COAST DISTRIBUTING CO	01/07/21		MW	0101-0000-0-4500-0000-8210-000	81.78
68	00300041	V68118077	SOUTH COAST MEDICAL GROUP	01/07/21		MW	0101-0000-0-5800-0000-7400-000	525.00
68	00300042	V68007162	STAPLES BUSINESS ADVANTAGE	01/07/21		MW	0101-3182-0-4300-3200-1000-018	270.51
68	00300043	V68146160	SUSANNE M SMITH INC	01/07/21		MW	0101-6500-0-5815-5001-3140-000	1,800.00
68	00300044	V68164262	SUTTON, KATHY OR MARK	01/07/21		MW	0101-0004-0-4114-1180-1000-003	144.00
68	00300045	V68161843	T-MOBILE USA INC	01/07/21		MW	0101-3220-0-5800-1110-1000-000	7,133.00
68	00300045	V68161843	T-MOBILE USA INC	01/07/21		MW	0101-7388-0-5800-0000-7700-000	14,130.00
68	00300046	V68089320	TARGET SPECIALTY PRODUCTS	01/07/21		MW	0101-0000-0-4500-0000-8220-000	59.63
68	00300047	V68152808	THE PEP BOYS-MANNY MOE JACK OF	01/07/21		MW	0101-0730-0-4600-1110-3600-000	37.43
68	00300048	V68163271	THOMPSON, REBECCA	01/07/21		MW	0101-6500-0-5800-5760-1180-000	824.69
68	00300049	V68152756	TICE, RUTH	01/07/21		MW	0101-6500-0-5212-5760-1190-000	6.90

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68	00300050	V68115947	TRICIA KARETAS KRANTZ	01/07/21		MW	0101-6512-0-5115-5760-3110-000	2,345.00
68	00300051	V68147300	TUTTLE CLICK FORD LINCOLN	01/07/21		MW	0101-0724-0-5605-5001-3600-000	453.52
68	00300052	V68144599	VAHDAT, SHAHEEN	01/07/21		MW	0101-0000-0-5213-0000-3140-000	20.70
68	00300053	V68150018	VERSATILE SYSTEMS INC	01/07/21		MW	0101-8150-0-5800-0000-8110-000	3,400.00
68	00300054	V68153740	VIVIAN VERGARA AND LUIS VESGA	01/07/21		MW	0101-6500-0-5800-5750-1190-000	4,015.82
68	00300055	V68040766	WARDS NATURAL SCIENCE	01/07/21		MW	0101-7220-0-4300-1140-1000-001	439.49
68	00300056	V68113794	WERTHEIMER-GALE & ASSOCIATES	01/07/21		MW	0101-6500-0-5801-5760-3140-000	1,187.50
68	00300056	V68113794	WERTHEIMER-GALE & ASSOCIATES	01/07/21		MW	0101-6500-0-5801-5760-3140-000	95.00
68	00300057	V68144672	WESTON, KELLY	01/07/21		MW	0101-3315-0-5212-5730-1110-000	10.92
68	00300057	V68144672	WESTON, KELLY	01/07/21		MW	0101-6500-0-5212-5760-1110-000	10.93
68	00300063	V68001018	A Z BUS SALES INC	01/08/21		MW	0101-0730-0-4600-1110-3600-000	4,464.67
68	00300064	V68151696	ACUITY SPECIALTY PRODUCTS INC	01/08/21		MW	0101-0730-0-4600-1110-3600-000	740.54
68	00300065	V68120139	ALC SCHOOLS LLC	01/08/21		MW	0101-0724-0-5800-5001-3600-000	39,400.00
68	00300066	V68148751	ALZAMORA, MARTIN OR LUCERO	01/08/21		MW	0101-0724-0-5800-5001-3600-000	312.11
68	00300067	V68149415	APEX AUDIO INC	01/08/21		MW	0101-8150-0-4500-0000-8110-000	16.03
68	00300068	V68148589	ARKEE, SHEILA	01/08/21		MW	0101-0724-0-5800-5001-3600-000	221.26
68	00300069	V68150294	AUTOZONE INC	01/08/21		MW	0101-0730-0-4600-1110-3600-000	1,198.22
68	00300070	V68141916	BANNERMAN, CARY OR KELLY	01/08/21		MW	0101-0724-0-5800-5001-3600-000	149.04
68	00300071	V68154658	BIG E GROUP, THE	01/08/21		MW	0101-8150-0-4500-0000-8110-000	1,193.44
68	00300072	V68118968	BODO, JOHN OR TERA	01/08/21		MW	0101-0724-0-5800-5001-3600-000	726.80
68	00300073	V68156387	BRIAN'S MOBILE TIRE AND FLEET	01/08/21		MW	0101-8150-0-4500-0000-8230-000	948.69
68	00300074	V68123700	BSN SPORTS	01/08/21		MW	0101-0002-0-4300-1130-1000-060	284.69
68	00300075	V68146284	BUSWEST LLC	01/08/21		MW	0101-0730-0-4600-1110-3600-000	48.96
68	00300076	V68141660	CAL-STATE AUTO PARTS INC	01/08/21		MW	0101-0724-0-4600-5001-3600-000	569.84
68	00300077	V68159575	CALIFORNIA INDUSTRIAL REFRIGER	01/08/21		MW	0101-8150-0-5605-0000-8110-000	11,850.00
68	00300078	V68157721	CANON FINANCIAL SERVICES INC.	01/08/21		MW	0101-0000-0-5600-1110-1000-099	55,469.60
68	00300079	V68119470	CAPISTRANO CRANE SERVICE	01/08/21		MW	0101-8150-0-5605-0000-8110-000	1,500.00
68	00300080	V68106764	CDWG Inc	01/08/21		MW	0101-0755-0-4500-0000-7700-000	5,387.50
68	00300080	V68106764	CDWG Inc	01/08/21		MW	0101-3010-0-4300-1110-1000-053	889.00
68	00300081	V68146234	CINTAS CORPORATION #640	01/08/21		MW	0101-0730-0-5800-1110-3600-000	784.46
68	00300081	V68146234	CINTAS CORPORATION #640	01/08/21		MW	0101-0724-0-5800-5001-3600-000	784.46
68	00300082	V68027192	CONSOLIDATED ELECTRICAL DISTR	01/08/21		MW	0101-0400-0-4400-1130-1000-061	5,000.00

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68	00300082	V68027192 CONSOLIDATED ELECTRICAL DISTR	01/08/21		MW	0101-8150-0-4500-0000-8110-000	64.76
68	00300083	V68146378 CR&R INCORPORATED	01/08/21		MW	0101-0000-0-5500-0000-8200-000	42,177.53
68	00300084	V68147214 DANIELS TIRE SERVICE INC	01/08/21		MW	0101-0730-0-4600-1110-3600-000	2,277.07
68	00300085	V68026001 DENAULT S HARDWARE	01/08/21		MW	0101-0724-0-4600-5001-3600-000	111.93
68	00300086	V68154930 DOHENY PLUMBING	01/08/21		MW	0101-8150-0-5605-0000-8110-004	13,080.73
68	00300086	V68154930 DOHENY PLUMBING	01/08/21		MW	0101-8150-0-5605-0000-8110-073	8,571.06
68	00300087	V68152838 FASTECH	01/08/21		MW	0101-0724-0-5605-5001-3600-000	252.76
68	00300088	V68118205 FASTENAL COMPANY	01/08/21		MW	0101-0730-0-4600-1110-3600-000	607.45
68	00300089	V68032535 FEDERAL EXPRESS CORP	01/08/21		MW	0101-0000-0-5900-0000-7540-000	139.89
68	00300090	V68158932 FLEET SERVICE SPECIALISTS LLC	01/08/21		MW	0101-0724-0-4600-5001-3600-000	2,235.00
68	00300091	V68157168 FLEET SERVICES INC	01/08/21		MW	0101-0730-0-4600-1110-3600-000	4,506.78
68	00300092	V68153326 FORENSIC ANALYTICAL CONSULTING	01/08/21		MW	0101-8150-0-5800-0000-8110-000	3,050.16
68	00300093	V68154276 HERITAGE WINDOW COVERING	01/08/21		MW	0101-8150-0-5605-0000-8110-024	1,921.60
68	00300094	V68160844 HISE, CLAIRE OR JUSTIN	01/08/21		MW	0101-0724-0-5800-5001-3600-000	163.30
68	00300095	V68162570 JOE ESTRADA AND LINDA HOGAN-ES	01/08/21		MW	0101-0000-0-8699-0000-0000-000	14,947.40
68	00300096	V68104580 LAWSON PRODUCTS INC	01/08/21		MW	0101-0724-0-4600-5001-3600-000	164.60
68	00300096	V68104580 LAWSON PRODUCTS INC	01/08/21		MW	0101-8150-0-4500-0000-8110-000	1,434.58
68	00300097	V68078659 LINDAMOOD-BELL LEARNING	01/08/21		MW	0101-3010-0-5216-0000-2700-059	1,500.00
68	00300098	V68154019 LOPEZ, GREGORY & MICHELLE	01/08/21		MW	0101-0724-0-5800-5001-3600-000	111.44
68	00300099	V68145493 LOUIE, DARRYL OR CATHERINE	01/08/21		MW	0101-0724-0-5800-5001-3600-000	218.04
68	00300100	V68156122 MASTON, LIZA STUCKER OR BOBBY	01/08/21		MW	0101-0724-0-5800-5001-3600-000	293.94
68	00300101	V68161698 MATTHEW FURNISS AND HIROKO TOM	01/08/21		MW	0101-0724-0-5800-5001-3600-000	968.76
68	00300102	V68154949 MAZZINI, VICTOR	01/08/21		MW	0101-0724-0-5800-5001-3600-000	13.46
68	00300103	V68163704 MITCHELL DEMPSEY DBA CLOUD87 L	01/08/21		MW	0101-0000-0-5800-0000-7700-000	20,762.50
68	00300104	V68143655 O'CONNOR, BRENDAN	01/08/21		MW	0101-0724-0-5800-5001-3600-000	1,596.89
68	00300105	V68106119 PROFESSIONAL TUTORS OF AMERICA	01/08/21		MW	0101-0790-0-5800-1110-2100-000	1,031.25
68	00300105	V68106119 PROFESSIONAL TUTORS OF AMERICA	01/08/21		MW	0101-4510-0-5810-1110-1000-000	1,292.50
68	00300106	V68160866 REDICK, ANDREW OR MARY	01/08/21		MW	0101-0724-0-5800-5001-3600-000	207.69
68	00300107	V68155209 REILLE, WENDI	01/08/21		MW	0101-0724-0-5800-5001-3600-000	284.05
68	00300108	V68157980 RICOH USA INC.	01/08/21		MW	0101-0000-0-5605-0000-7550-000	14,859.48
68	00300109	V68160867 ROA, MARILU OR ALEJANDRO	01/08/21		MW	0101-0724-0-5800-5001-3600-000	110.40
68	00300110	V68145726 ROLING, ROGER AND/OR MIKAIL	01/08/21		MW	0101-0724-0-5800-5001-3600-000	121.90

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68	00300111	V68164301	SCHLIPP, MAELYNN ORJOSHUA	01/08/21		MW	0101-0724-0-5800-5001-3600-000	499.56
68	00300112	V68078634	SPEECH & LANGUAGE DEVELOPMENT	01/08/21		MW	0101-6500-0-5802-5760-1180-000	16,272.25
68	00300113	V68150116	SPOTSWOOD, EVAN &/OR JENNIFER	01/08/21		MW	0101-0724-0-5800-5001-3600-000	433.78
68	00300114	V68151732	TOBII DYNAVOX LLC	01/08/21		MW	0101-6500-0-4400-5760-1190-000	16,045.49
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0000-0-4500-0000-7700-000	577.14
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0000-0-5800-0000-7700-000	120.83
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0002-0-4500-0000-2700-003	72.46
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0002-0-4500-0000-2700-006	332.34
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0002-0-4500-0000-2700-068	48.13
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0002-0-4500-0000-2700-073	81.84
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0002-0-4500-0000-2700-079	834.13
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0002-0-4300-1130-1000-071	110.76
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0002-0-4300-1130-1000-072	89.59
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0002-0-4300-1130-1000-081	157.83
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0002-0-4300-1140-1000-027	87.64
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0002-0-4300-1140-1000-028	360.07
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0002-0-4300-1140-1000-031	384.13
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0002-0-4500-0000-2700-033	36.96
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0400-0-4500-0000-2700-004	86.19
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0400-0-4300-1130-1000-052	44.12
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0400-0-4300-1130-1000-055	52.12
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0400-0-4300-1130-1000-067	1,035.35
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0400-0-4300-1130-1000-072	190.00
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0400-0-4300-1130-1000-081	304.91
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0400-0-4300-1140-1000-001	-1,034.16
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0400-0-4300-1140-1000-024	61.66
68	00300116	V68118382	US BANK	01/08/21		MW	0101-0400-0-4300-1130-1000-089	452.44
68	00300116	V68118382	US BANK	01/08/21		MW	0101-1102-0-4300-1160-1000-000	257.04
68	00300116	V68118382	US BANK	01/08/21		MW	0101-3010-0-4300-1110-1000-021	2,864.34
68	00300116	V68118382	US BANK	01/08/21		MW	0101-3010-0-4300-1110-1000-054	883.48
68	00300116	V68118382	US BANK	01/08/21		MW	0101-3010-0-4300-1110-1000-072	195.22
68	00300116	V68118382	US BANK	01/08/21		MW	0101-3210-0-4300-7110-1000-103	246.36

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68	00300116	V68118382	US BANK	01/08/21		MW	0101-3315-0-4500-5730-2700-000	152.27
68	00300116	V68118382	US BANK	01/08/21		MW	0101-3555-0-4300-3800-1000-003	2,012.55
68	00300116	V68118382	US BANK	01/08/21		MW	0101-3555-0-4300-3800-1000-006	157.29
68	00300116	V68118382	US BANK	01/08/21		MW	0101-6010-0-4300-1130-1000-059	258.58
68	00300116	V68118382	US BANK	01/08/21		MW	0101-6387-0-4300-3800-1000-025	85.63
68	00300116	V68118382	US BANK	01/08/21		MW	0101-6387-0-4300-3800-1000-033	660.49
68	00300116	V68118382	US BANK	01/08/21		MW	0101-6500-0-4500-5001-2100-000	22.60
68	00300116	V68118382	US BANK	01/08/21		MW	0101-6500-0-4500-5001-3120-000	121.25
68	00300116	V68118382	US BANK	01/08/21		MW	0101-6500-0-4300-5760-1190-000	41.96
68	00300116	V68118382	US BANK	01/08/21		MW	0101-6500-0-4300-5760-1190-000	383.45
68	00300116	V68118382	US BANK	01/08/21		MW	0101-6500-0-5800-5760-1190-000	144.98
68	00300116	V68118382	US BANK	01/08/21		MW	0101-6500-0-4500-5760-3120-000	123.39
68	00300116	V68118382	US BANK	01/08/21		MW	0101-6500-0-4500-5001-2700-201	410.16
68	00300116	V68118382	US BANK	01/08/21		MW	0101-7510-0-4300-1140-1000-005	829.41
68	00300116	V68118382	US BANK	01/08/21		MW	0101-7510-0-4300-1140-1000-024	992.74
68	00300116	V68118382	US BANK	01/08/21		MW	0101-7510-0-4300-1130-1000-085	1,292.40
68	00300117	V68146077	WEST COAST ARBORISTS INC.	01/08/21		MW	0101-0000-0-5605-0000-8220-000	5,054.00
68	00300117	V68146077	WEST COAST ARBORISTS INC.	01/08/21		MW	0101-8150-0-5605-0000-8110-061	19,975.00
68	00300118	V68156077	WONDRA, ADAM C	01/08/21		MW	0101-0724-0-5800-5001-3600-000	202.40
68	00300119	V68104710	YMCA OF ORANGE COUNTY	01/08/21		MW	0101-0000-0-8650-0000-0000-202	1,588.80
68	00300145	V68102781	ALISO VIEJO COMMUNITY ASSOCIAT	01/11/21		MW	0101-8150-0-5800-0000-8110-000	2,533.82
68	00300146	V68163677	BRYAN, KIMBERLY	01/11/21		MW	0101-0000-0-5213-0000-3140-000	89.70
68	00300147	V68159772	CANIZALES, JULIE	01/11/21		MW	0101-0000-0-5213-0000-3140-000	51.75
68	00300148	V68163988	CAPULONG, JOYCE	01/11/21		MW	0101-0000-0-5213-0000-3140-000	60.38
68	00300149	V68161267	CHUN, ROSS AND SUZANNE	01/11/21		MW	0101-6500-0-5800-5760-1190-000	4,900.00
68	00300150	V68164002	CROWE, ROBERT	01/11/21		MW	0101-6500-0-5800-5760-1190-000	325.00
68	00300151	V68164179	DIZON, JANESSA	01/11/21		MW	0101-0000-0-5213-0000-3140-000	17.25
68	00300152	V68160005	FLORES, DAVID	01/11/21		MW	0101-6500-0-5212-5760-1190-000	110.40
68	00300153	V68152545	GAYLE M PARIDE	01/11/21		MW	0101-0000-0-5800-0000-7180-000	7,830.00
68	00300154	V68118405	GOLDBECK, MELISSA	01/11/21		MW	0101-0000-0-5213-0000-3140-000	44.85
68	00300155	V68118455	IRMA RAMIREZ GARCIA	01/11/21		MW	0101-6512-0-5115-5760-3110-000	1,458.80
68	00300156	V68147325	JOHNSON, EDWIN AND MELISSA	01/11/21		MW	0101-6500-0-5802-5760-1180-000	1,017.52

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68	00300157	V68122790 KELLMAN, KATHLEEN	01/11/21		MW	0101-0000-0-5213-0000-3140-000	25.30
68	00300158	V68161638 MAIER, BEN AND NICOLE	01/11/21		MW	0101-6500-0-5800-5770-1190-000	412.50
68	00300159	V68101297 OAK GROVE INSTITUTE FOUNDATION	01/11/21		MW	0101-6500-0-5803-5760-1180-000	2,660.70
68	00300159	V68101297 OAK GROVE INSTITUTE FOUNDATION	01/11/21		MW	0101-6512-0-5104-5760-1180-000	5,354.00
68	00300159	V68101297 OAK GROVE INSTITUTE FOUNDATION	01/11/21		MW	0101-6512-0-5104-5760-3120-000	5,354.01
68	00300160	V68105372 ORANGE COUNTY THERAPY SERVICE	01/11/21		MW	0101-3315-0-5101-5730-3140-000	6,793.20
68	00300160	V68105372 ORANGE COUNTY THERAPY SERVICE	01/11/21		MW	0101-6500-0-5101-5760-3140-000	13,186.80
68	00300161	V68144925 PARADIGM HEALTH CARE SERVICES	01/11/21		MW	0101-5640-0-5800-5001-2100-000	20,700.00
68	00300162	V68157980 RICOH USA INC.	01/11/21		MW	0101-0000-0-5605-0000-7550-000	6,377.10
68	00300163	V68154144 ROMBERG, STEPHANIE	01/11/21		MW	0101-6500-0-5213-5001-2100-000	68.43
68	00300164	V68078255 SAN DIEGO GAS & ELECTRIC	01/11/21		MW	0101-0000-0-5500-0000-8200-000	84,463.87
68	00300165	V68161050 SAPORITO, ANA	01/11/21		MW	0101-6500-0-5212-5760-1190-000	48.30
68	00300166	V68107258 SCHAFER, KEITH	01/11/21		MW	0101-0000-0-5213-0000-7700-000	31.05
68	00300167	V68079860 SCHOOL SERVICES OF CALIFORNIA	01/11/21		MW	0101-0000-0-5800-0000-7300-000	400.00
68	00300168	V68146945 SIELING, TARA	01/11/21		MW	0101-0000-0-5213-0000-3120-000	41.40
68	00300168	V68146945 SIELING, TARA	01/11/21		MW	0101-3315-0-5213-5730-3120-000	51.75
68	00300168	V68146945 SIELING, TARA	01/11/21		MW	0101-6510-0-5213-5710-3120-000	10.35
68	00300169	V68084100 SO CA GAS CO	01/11/21		MW	0101-0724-0-4600-5001-3600-000	4,020.81
68	00300170	V68084100 SO CA GAS CO	01/11/21		MW	0101-0000-0-5500-0000-8200-000	5,863.17
68	00300171	V68122718 SOUTHERN CALIFORNIA EDISON	01/11/21		MW	0101-0000-0-5500-0000-8200-000	26,374.74
68	00300178	V68058875 ATKINSON ANDELSON LOYA	01/12/21		MW	0101-0000-0-5820-0000-2100-000	12,571.67
68	00300178	V68058875 ATKINSON ANDELSON LOYA	01/12/21		MW	0101-0000-0-5820-0000-7150-000	1,569.75
68	00300178	V68058875 ATKINSON ANDELSON LOYA	01/12/21		MW	0101-0000-0-5820-0000-7400-000	4,032.00
68	00300179	V68112155 BARCODES LLC DBA BARCODES INC	01/12/21		MW	0101-0004-0-4500-1180-2420-002	236.66
68	00300180	V68150006 BEACON DAY SCHOOL	01/12/21		MW	0101-6500-0-5102-5760-1180-000	16,363.23
68	00300181	V68146061 BUCKMAN, JENNIFER	01/12/21		MW	0101-3385-0-4300-5710-1110-000	30.00
68	00300181	V68146061 BUCKMAN, JENNIFER	01/12/21		MW	0101-3386-0-4300-5710-1110-000	20.00
68	00300182	V68018870 CITY OF SAN CLEMENTE	01/12/21		MW	0101-0000-0-5500-0000-8200-000	23,369.32
68	00300183	V68032656 CORWIN PRESS INC	01/12/21		MW	0101-3010-0-4300-1130-1000-072	471.69
68	00300184	V68148036 DOCUMENT TRACKING SERVICES LLC	01/12/21		MW	0101-0790-0-5800-4760-1000-000	16.46
68	00300185	V68155142 ECE4AUTISM	01/12/21		MW	0101-6500-0-5102-5760-1180-000	6,680.00
68	00300185	V68155142 ECE4AUTISM	01/12/21		MW	0101-6500-0-5802-5760-1180-000	2,280.00

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68	00300186	V68112637	MIND RESEARCH INSTITUTE	01/12/21		MW	0101-0010-0-5800-1140-1000-000	5,200.00
68	00300187	V68121862	NCS PEARSON INC.	01/12/21		MW	0101-0000-0-9510-0000-0000-000	750.00
68	00300187	V68121862	NCS PEARSON INC.	01/12/21		MW	0101-0000-0-4500-0000-3120-000	147.02
68	00300187	V68121862	NCS PEARSON INC.	01/12/21		MW	0101-0501-0-4500-0000-2100-000	-645.84
68	00300187	V68121862	NCS PEARSON INC.	01/12/21		MW	0101-6500-0-4500-5001-3120-000	220.54
68	00300187	V68121862	NCS PEARSON INC.	01/12/21		MW	0101-6500-0-4500-5750-3140-000	-120.00
68	00300188	V68156464	NDS	01/12/21		MW	0101-0000-0-5900-0000-7540-000	2,594.54
68	00300189	V68149897	O REILLY AUTO PARTS	01/12/21		MW	0101-7220-0-4300-1140-1000-003	60.15
68	00300190	V68028870	OFFICE DEPOT	01/12/21		MW	0101-0000-0-4500-0000-3900-000	-3.28
68	00300190	V68028870	OFFICE DEPOT	01/12/21		MW	0101-0002-0-4500-0000-2700-004	479.05
68	00300190	V68028870	OFFICE DEPOT	01/12/21		MW	0101-0002-0-4300-1140-1000-001	190.01
68	00300190	V68028870	OFFICE DEPOT	01/12/21		MW	0101-0002-0-4300-1140-1000-025	56.87
68	00300191	V68078709	P A THOMPSON ENGINEERING CO IN	01/12/21		MW	0101-8150-0-5605-0000-8110-000	2,527.04
68	00300192	V68153487	PACIFIC COAST ENTERTAINMENT	01/12/21		MW	0101-0400-0-4300-1140-1000-004	412.90
68	00300193	V68155593	Pamela Moldauer	01/12/21		MW	0101-6512-0-5115-5760-3110-000	647.50
68	00300194	V68144475	PESI INC	01/12/21		MW	0101-5640-0-4500-5760-3110-000	219.00
68	00300194	V68144475	PESI INC	01/12/21		MW	0101-5640-0-5800-5760-3110-000	219.00
68	00300195	V68147115	PYRAMID WIRE & CABLE INC.	01/12/21		MW	0101-8150-0-4500-0000-8110-000	261.68
68	00300196	V68072652	RAM AIR ENGINEERING INC	01/12/21		MW	0101-8150-0-5605-0000-8110-001	3,212.50
68	00300197	V68154124	RITE-WAY ROOF CORPORATION	01/12/21		MW	0101-8150-0-5605-0000-8110-082	3,688.00
68	00300198	V68145500	RUSSELL SIGLER INC	01/12/21		MW	0101-8150-0-4405-0000-8110-000	2,219.65
68	00300198	V68145500	RUSSELL SIGLER INC	01/12/21		MW	0101-8150-0-4500-0000-8110-000	492.75
68	00300199	V68079190	SANTA MARGARITA WATER	01/12/21		MW	0101-0000-0-5500-0000-8200-000	20,121.57
68	00300200	V68111716	SCHOLASTIC INC	01/12/21		MW	0101-7510-0-4200-1140-1000-004	2,263.73
68	00300201	V68153639	SHAMROCK MUSIC	01/12/21		MW	0101-1102-0-5600-1160-1000-000	425.95
68	00300202	V68116059	SKYLIGHT PUBLISHING	01/12/21		MW	0101-0004-0-4114-1180-1000-001	791.58
68	00300203	V68112866	SMART & FINAL **SCHOOL SITES**	01/12/21		MW	0101-8150-0-4500-0000-8110-000	3,047.90
68	00300204	V68083350	SMART & FINAL **SCHOOL SITES**	01/12/21		MW	0101-0002-0-4300-1140-1000-025	228.84
68	00300204	V68083350	SMART & FINAL **SCHOOL SITES**	01/12/21		MW	0101-3555-0-4300-3800-1000-003	266.02
68	00300205	V68143011	SOUTH COAST WATER DISTRICT	01/12/21		MW	0101-0000-0-5500-0000-8200-000	10,055.37
68	00300206	V68047472	SPARTAN TOOL LLC	01/12/21		MW	0101-8150-0-4405-0000-8110-000	6,254.39
68	00300206	V68047472	SPARTAN TOOL LLC	01/12/21		MW	0101-8150-0-4500-0000-8110-000	251.17

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68	00300207	V68150071	SPECTRUM CENTER ROSSIER PARK	01/12/21		MW	0101-6500-0-5802-5760-1180-000	12,836.32
68	00300208	V68161403	SUMMIT VIEW SCHOOL DBA STEM3 A	01/12/21		MW	0101-6500-0-5802-5760-1180-000	16,788.00
68	00300209	V68161837	SUPPLY SOLUTIONS	01/12/21		MW	0101-0000-0-4500-0000-8210-000	4,355.22
68	00300210	V68157572	THREE'S COMPANY SERVICES INC	01/12/21		MW	0101-8150-0-5605-0000-8110-000	2,740.00
68	00300211	V68103847	TIFCO INDUSTRIES INC	01/12/21		MW	0101-8150-0-4500-0000-8110-000	1,099.43
68	00300212	V68152631	TRANE	01/12/21		MW	0101-8150-0-4500-0000-8110-000	981.56
68	00300213	V68100636	ULINE INC	01/12/21		MW	0101-8150-0-4500-0000-8110-000	644.35
68	00300214	V68090280	UNITED REFRIGERATION INC	01/12/21		MW	0101-8150-0-4500-0000-8110-000	1,362.90
68	00300215	V68019265	VISTA PAINT & WALLCOVERING	01/12/21		MW	0101-8150-0-4500-0000-8110-000	9,732.93
68	00300216	V68103795	VORTEX INDUSTRIES INC	01/12/21		MW	0101-8150-0-5605-0000-8110-000	590.00
68	00300217	V68110273	WATERLINES TECHNOLOGIES INC	01/12/21		MW	0101-8150-0-4500-0000-8110-000	852.08
68	00300218	V68098060	WESTERN PSYCHOLOGICAL SERVICES	01/12/21		MW	0101-0000-0-4500-0000-3120-000	377.56
68	00300218	V68098060	WESTERN PSYCHOLOGICAL SERVICES	01/12/21		MW	0101-6500-0-4500-5001-3120-000	566.33
68	00300218	V68098060	WESTERN PSYCHOLOGICAL SERVICES	01/12/21		MW	0101-6500-0-4500-5001-3150-000	285.54
68	00300219	V68143731	WINGARD, RICHARD AND LORENA	01/12/21		MW	0101-6500-0-5800-5750-1190-000	2,210.19
68	00300219	V68143731	WINGARD, RICHARD AND LORENA	01/12/21		MW	0101-6500-0-5800-5760-1190-000	799.81
68	00300220	V68104710	YMCA OF ORANGE COUNTY	01/12/21		MW	0101-6010-0-5100-1130-1000-054	11,639.99
68	00300220	V68104710	YMCA OF ORANGE COUNTY	01/12/21		MW	0101-6010-0-5100-1130-1000-059	12,211.85
68	00300220	V68104710	YMCA OF ORANGE COUNTY	01/12/21		MW	0101-6010-0-5100-1130-1000-082	9,857.18
68	00300223	V68140622	ALPINE ACADEMY	01/13/21		MW	0101-6500-0-5803-5760-1180-000	2,268.00
68	00300223	V68140622	ALPINE ACADEMY	01/13/21		MW	0101-6512-0-5104-5760-1180-000	5,998.50
68	00300223	V68140622	ALPINE ACADEMY	01/13/21		MW	0101-6512-0-5104-5760-3120-000	4,185.00
68	00300224	V68058875	ATKINSON ANDELSON LOYA	01/13/21		MW	0101-0000-0-5820-0000-7690-000	7,284.38
68	00300225	V68146851	BERRY, SCOTT AND/OR JAIME	01/13/21		MW	0101-6500-0-5802-5760-1180-000	82.80
68	00300226	V68150267	CHICAS, CARLOS	01/13/21		MW	0101-0730-0-4500-1110-3600-000	150.00
68	00300227	V68101664	DANNIS WOLIVER KELLEY	01/13/21		MW	0101-0900-0-5820-0000-6003-000	1,982.50
68	00300228	V68101664	DANNIS WOLIVER KELLEY	01/13/21		MW	0101-0000-0-5820-0000-7520-000	5,724.00
68	00300229	V68161149	ELLEVAATION INC.	01/13/21		MW	0101-4203-0-5800-4760-1000-000	85,562.50
68	00300229	V68161149	ELLEVAATION INC.	01/13/21		MW	0101-4203-0-5800-4760-2100-000	5,000.00
68	00300230	V68162724	IVY ACADEMY INC DBA DISCOVERY	01/13/21		MW	0101-6500-0-5803-5760-1180-000	5,400.00
68	00300230	V68162724	IVY ACADEMY INC DBA DISCOVERY	01/13/21		MW	0101-6512-0-5104-5760-1180-000	16,400.00
68	00300230	V68162724	IVY ACADEMY INC DBA DISCOVERY	01/13/21		MW	0101-6512-0-5104-5760-3120-000	9,800.00

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68	00300231	V68146483	KOCE-TV FOUNDATION	01/13/21		MW	0101-0000-0-5800-0000-7700-000	66,978.95
68	00300232	V68111455	MANZOTTI, MARIA	01/13/21		MW	0101-7510-0-4300-1140-1000-002	67.00
68	00300233	V68107215	NGUYEN, CHRIS	01/13/21		MW	0101-0000-0-8699-0000-0000-000	63.25
68	00300234	V68100369	OCEANVIEW SCHOOL	01/13/21		MW	0101-6500-0-5102-5760-1180-000	2,304.81
68	00300234	V68100369	OCEANVIEW SCHOOL	01/13/21		MW	0101-6500-0-5802-5760-1180-000	24,153.40
68	00300234	V68100369	OCEANVIEW SCHOOL	01/13/21		MW	0101-6500-0-5102-5760-1180-000	1,549.01
68	00300234	V68100369	OCEANVIEW SCHOOL	01/13/21		MW	0101-6500-0-5802-5760-1180-000	2,696.87
68	00300235	V68150715	PORTVIEW PREPARATORY INC	01/13/21		MW	0101-6500-0-5102-5760-1180-000	53,642.50
68	00300235	V68150715	PORTVIEW PREPARATORY INC	01/13/21		MW	0101-6500-0-5802-5760-1180-000	2,490.00
68	00300235	V68150715	PORTVIEW PREPARATORY INC	01/13/21		MW	0101-6500-0-5802-5760-1180-000	5,629.60
68	00300236	V68005702	PROVO CANYON SCHOOL	01/13/21		MW	0101-6500-0-5803-5760-1180-000	2,754.00
68	00300236	V68005702	PROVO CANYON SCHOOL	01/13/21		MW	0101-6512-0-5104-5760-1180-000	4,899.00
68	00300236	V68005702	PROVO CANYON SCHOOL	01/13/21		MW	0101-6512-0-5104-5760-3120-000	2,806.00
68	00300237	V68150503	SAKADJIAN, HAGOP AND HAYA	01/13/21		MW	0101-3010-0-5800-7110-1000-103	616.00
68	00300238	V68078255	SAN DIEGO GAS & ELECTRIC	01/13/21		MW	0101-0000-0-5500-0000-8200-000	117,099.61
68	00300239	V68148580	SOLIANT HEALTH INC	01/13/21		MW	0101-6500-0-5101-5760-3120-000	21,506.40
68	00300240	V68122718	SOUTHERN CALIFORNIA EDISON	01/13/21		MW	0101-0000-0-5500-0000-8200-000	4,870.27
68	00300241	V68148019	SUNBELT STAFFING LLC	01/13/21		MW	0101-6500-0-5801-5760-1180-000	1,427.95
68	00300242	V68161240	THE DEVEREUX FOUNDATION (GEORG	01/13/21		MW	0101-6500-0-5803-5760-1180-000	2,628.34
68	00300242	V68161240	THE DEVEREUX FOUNDATION (GEORG	01/13/21		MW	0101-6512-0-5104-5760-1180-000	3,786.41
68	00300242	V68161240	THE DEVEREUX FOUNDATION (GEORG	01/13/21		MW	0101-6512-0-5104-5760-3120-000	2,856.17
68	00300243	V68147868	US BANK	01/13/21		MW	0101-0000-0-9517-0000-0000-000	12,004.66
68	00300264	V68001018	A Z BUS SALES INC	01/14/21		MW	0101-0730-0-4600-1110-3600-000	2,883.67
68	00300265	V68103551	AAA ELECTRIC MOTOR SALES	01/14/21		MW	0101-8150-0-4500-0000-8110-000	1,346.99
68	00300266	V68110692	ACETEC SECURITY SYSTEMS	01/14/21		MW	0101-8150-0-5605-0000-8110-000	750.00
68	00300267	V68148751	ALZAMORA, MARTIN OR LUCERO	01/14/21		MW	0101-0724-0-5800-5001-3600-000	176.41
68	00300268	V68150294	AUTOZONE INC	01/14/21		MW	0101-0730-0-4600-1110-3600-000	73.69
68	00300269	V68157889	BARBARO, RICHARD	01/14/21		MW	0101-0724-0-5800-5001-3600-000	651.82
68	00300270	V68152747	BLANKE, ADAM OR DESIREE	01/14/21		MW	0101-0724-0-5800-5001-3600-000	402.50
68	00300271	V68011288	BRODART CO	01/14/21		MW	0101-0000-0-4500-1180-2420-000	307.94
68	00300272	V68141660	CAL-STATE AUTO PARTS INC	01/14/21		MW	0101-0724-0-4600-5001-3600-000	147.62
68	00300273	V68157722	CANON SOLUTIONS AMERICA INC.	01/14/21		MW	0101-0000-0-5600-1110-1000-099	84,790.01

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68	00300274	V68144760	CAPAY, PONCIANO OR MARIA	01/14/21		MW	0101-0724-0-5800-5001-3600-000	471.50
68	00300275	V68106764	CDWG Inc	01/14/21		MW	0101-0755-0-4500-0000-7700-000	20,478.98
68	00300276	V68108311	CINTAS CORPORATION	01/14/21		MW	0101-8150-0-4500-0000-8110-000	539.01
68	00300277	V68146234	CINTAS CORPORATION #640	01/14/21		MW	0101-0000-0-5800-0000-8210-000	100.54
68	00300277	V68146234	CINTAS CORPORATION #640	01/14/21		MW	0101-0000-0-5800-0000-8310-000	51.00
68	00300277	V68146234	CINTAS CORPORATION #640	01/14/21		MW	0101-8150-0-5605-0000-8110-000	677.94
68	00300278	V68018872	CITY OF SAN JUAN CAPISTRANO	01/14/21		MW	0101-0000-0-5500-0000-8200-000	2,313.85
68	00300279	V68019025	CLARK SECURITY PRODUCTS	01/14/21		MW	0101-8150-0-4500-0000-8110-000	5,287.88
68	00300280	V68147693	COMPLETE OFFICE OF CA	01/14/21		MW	0101-0000-0-4500-0000-2100-000	18.86
68	00300280	V68147693	COMPLETE OFFICE OF CA	01/14/21		MW	0101-0000-0-4500-0000-7300-000	235.32
68	00300280	V68147693	COMPLETE OFFICE OF CA	01/14/21		MW	0101-0790-0-4500-4760-2100-000	-182.96
68	00300281	V68026001	DENAULT S HARDWARE	01/14/21		MW	0101-8150-0-4500-0000-8110-000	430.91
68	00300282	V68009300	DICK BLICK WEST	01/14/21		MW	0101-0002-0-4300-1140-1000-001	430.57
68	00300283	V68028500	DUNN-EDWARDS CORP	01/14/21		MW	0101-8150-0-4500-0000-8110-000	1,500.96
68	00300284	V68158399	EUREKA THE CALIFORNIA CAREER I	01/14/21		MW	0101-6388-0-5800-3800-1000-000	1,295.00
68	00300285	V68155629	FERGUSON ENTERPRISES INC.	01/14/21		MW	0101-8150-0-4500-0000-8110-000	594.33
68	00300286	V68158932	FLEET SERVICE SPECIALISTS LLC	01/14/21		MW	0101-0724-0-4600-5001-3600-000	2,148.00
68	00300287	V68150202	FOLLETT SCHOOL SOLUTIONS INC	01/14/21		MW	0101-0004-0-4200-1180-2420-079	205.69
68	00300288	V68073437	GANAHL LUMBER CO	01/14/21		MW	0101-8150-0-4500-0000-8110-000	625.81
68	00300289	V68067610	GEARY PACIFIC CORP	01/14/21		MW	0101-8150-0-4500-0000-8110-000	63.62
68	00300290	V68147738	GOVERNMENT FINANCIAL STRATEGIE	01/14/21		MW	0101-0000-0-5800-0000-7300-000	7,590.00
68	00300290	V68147738	GOVERNMENT FINANCIAL STRATEGIE	01/14/21		MW	0101-0900-0-5800-0000-6003-000	3,910.00
68	00300291	V68161118	GRIMES, ANA OR STEPHEN	01/14/21		MW	0101-0724-0-5800-5001-3600-000	126.50
68	00300292	V68119320	HARRELL, PAUL AND DEBBIE	01/14/21		MW	0101-0724-0-5800-5001-3600-000	1,058.00
68	00300293	V68147116	HD SUPPLY FACILITIES MAINTENAN	01/14/21		MW	0101-8150-0-4500-0000-8110-000	1,220.27
68	00300294	V68059250	HIRSCH PIPE & SUPPLY INC	01/14/21		MW	0101-8150-0-4500-0000-8110-000	51.72
68	00300295	V68144432	HYLTON, CHRIS AND/OR HERMINIA	01/14/21		MW	0101-0724-0-5800-5001-3600-000	125.58
68	00300296	V68046445	JOHNSTONE SUPPLY SANTA ANA	01/14/21		MW	0101-8150-0-4405-0000-8110-000	4,809.81
68	00300296	V68046445	JOHNSTONE SUPPLY SANTA ANA	01/14/21		MW	0101-8150-0-4500-0000-8110-000	6,358.02
68	00300297	V68117759	JOSTENs INC.	01/14/21		MW	0101-0010-0-4500-0000-2700-005	11.04
68	00300298	V68104580	LAWSON PRODUCTS INC	01/14/21		MW	0101-8150-0-4500-0000-8110-000	1,054.27
68	00300299	V68156189	LEARNING WITHOUT TEARS	01/14/21		MW	0101-3010-0-4200-1110-1000-059	1,243.84

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68	00300300	V68050760	LENNOX INDUSTRIES INC	01/14/21		MW	0101-8150-0-4405-0000-8110-069	16,464.20
68	00300301	V68118980	LOCAL JANITORIAL & VACUUM	01/14/21		MW	0101-0000-0-4500-0000-8210-000	158.34
68	00300301	V68118980	LOCAL JANITORIAL & VACUUM	01/14/21		MW	0101-0000-0-5605-0000-8210-000	904.85
68	00300302	V68145493	LOUIE, DARRYL OR CATHERINE	01/14/21		MW	0101-0724-0-5800-5001-3600-000	145.36
68	00300303	V68149001	MATHIESEN, DAN OR TARA	01/14/21		MW	0101-0724-0-5800-5001-3600-000	171.12
68	00300304	V68061270	MOULTON NIGUEL WATER	01/14/21		MW	0101-0000-0-5500-0000-8200-000	7,833.85
68	00300305	V68156464	NDS	01/14/21		MW	0101-0000-0-5900-0000-7540-000	23.95
68	00300306	V68120384	NORTH COAST MEDICAL INC	01/14/21		MW	0101-5640-0-4500-5001-3140-000	1,779.00
68	00300307	V68160824	PALANIVEL, MURUGANAND	01/14/21		MW	0101-0724-0-5800-5001-3600-000	165.60
68	00300308	V68069310	PERMA-BOUND	01/14/21		MW	0101-0002-0-4300-3300-1000-014	961.66
68	00300308	V68069310	PERMA-BOUND	01/14/21		MW	0101-0004-0-4114-1180-1000-006	2,524.47
68	00300309	V68152157	PRIME GLASS	01/14/21		MW	0101-0730-0-5605-1110-3600-000	365.67
68	00300310	V68152049	PROJECT DIMENSIONS INC	01/14/21		MW	0101-0000-0-5810-0000-7690-000	3,930.00
68	00300310	V68152049	PROJECT DIMENSIONS INC	01/14/21		MW	0101-8150-0-5815-0000-8110-000	1,755.00
68	00300311	V68146162	RIFTON EQUIPMENT	01/14/21		MW	0101-3315-0-4500-5730-3140-000	88.90
68	00300311	V68146162	RIFTON EQUIPMENT	01/14/21		MW	0101-6500-0-4500-5750-3140-000	319.21
68	00300311	V68146162	RIFTON EQUIPMENT	01/14/21		MW	0101-6500-0-4405-5760-3140-000	4,537.63
68	00300312	V68160806	RIVERSIDE ASSESSMENTS LLC	01/14/21		MW	0101-0000-0-4500-0000-3120-000	2,207.17
68	00300312	V68160806	RIVERSIDE ASSESSMENTS LLC	01/14/21		MW	0101-6500-0-4500-5001-3120-000	3,310.72
68	00300313	V68145500	RUSSELL SIGLER INC	01/14/21		MW	0101-3220-0-4405-0000-8110-000	147,212.06
68	00300313	V68145500	RUSSELL SIGLER INC	01/14/21		MW	0101-8150-0-4405-0000-8110-049	1,200.00
68	00300314	V68123515	SAFETY KLEEN SYSTEMS INC	01/14/21		MW	0101-0730-0-5800-1110-3600-000	495.93
68	00300314	V68123515	SAFETY KLEEN SYSTEMS INC	01/14/21		MW	0101-0724-0-5800-5001-3600-000	495.93
68	00300315	V68123515	SAFETY KLEEN SYSTEMS INC	01/14/21		MW	0101-0730-0-5800-1110-3600-000	450.00
68	00300315	V68123515	SAFETY KLEEN SYSTEMS INC	01/14/21		MW	0101-0724-0-5800-5001-3600-000	450.00
68	00300316	V68079190	SANTA MARGARITA WATER	01/14/21		MW	0101-0000-0-5500-0000-8200-000	1,258.44
68	00300317	V68079550	SCHOOL HEALTH CORPORATION	01/14/21		MW	0101-0000-0-9321-0000-0000-000	1,128.42
68	00300318	V68083350	SMART & FINAL **SCHOOL SITES**	01/14/21		MW	0101-3555-0-4300-3800-1000-004	402.03
68	00300318	V68083350	SMART & FINAL **SCHOOL SITES**	01/14/21		MW	0101-6520-0-4300-5760-1190-000	33.65
68	00300319	V68122583	SMOG EXPRESS	01/14/21		MW	0101-8150-0-5800-0000-8230-000	79.95
68	00300320	V68156527	SNYDER, DAVID OR CLAUDIA	01/14/21		MW	0101-0724-0-5800-5001-3600-000	93.84
68	00300321	V68083880	SOUTH COAST DISTRIBUTING CO	01/14/21		MW	0101-0000-0-4500-0000-8210-000	81.78

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68	00300322	V68116610 SOUTH COAST FAMILY MEDICAL CEN	01/14/21		MW	0101-0730-0-5800-1110-3600-000	90.00
68	00300322	V68116610 SOUTH COAST FAMILY MEDICAL CEN	01/14/21		MW	0101-0724-0-5800-5001-3600-000	135.00
68	00300323	V68050288 SPICERS PAPER INC	01/14/21		MW	0101-0000-0-4500-0000-7550-000	2,240.28
68	00300324	V68007162 STAPLES BUSINESS ADVANTAGE	01/14/21		MW	0101-0002-0-4300-1140-1000-027	57.10
68	00300325	V68049269 TERRA KOTTA INC DBA LAGUNA CLA	01/14/21		MW	0101-0002-0-4400-1140-1000-006	1,662.06
68	00300326	V68160554 TIERNEY PUBLISHING INC DBA PAR	01/14/21		MW	0101-0000-0-5800-0000-7180-000	2,800.00
68	00300327	V68163247 VICTORY BRANDING AND MARKETING	01/14/21		MW	0101-0400-0-5800-0000-2700-024	524.75
68	00300328	V68036075 W W GRAINGER INC	01/14/21		MW	0101-8150-0-4500-0000-8110-000	1,327.79
68	00300329	V68164043 WEBB, CHRISTOPHER OR MEGHAN	01/14/21		MW	0101-0724-0-5800-5001-3600-000	349.83
68	00300335	V68155379 BARTOSH, LAUREL OR JAMES	01/15/21		MW	0101-0724-0-5800-5001-3600-000	50.83
68	00300336	V68114813 BUCKINGHAM, DIANN	01/15/21		MW	0101-0000-0-8699-0000-0000-000	105.00
68	00300337	V68149629 COON, MATTHEW OR ERIKA	01/15/21		MW	0101-0724-0-5800-5001-3600-000	71.76
68	00300338	V68152616 DIXON, KAREN	01/15/21		MW	0101-0724-0-5800-5001-3600-000	32.89
68	00300339	V68142827 FERREN, MATHEW & KATIE	01/15/21		MW	0101-0724-0-5800-5001-3600-000	112.70
68	00300340	V68156610 FORMAN, ROBERT OR JENNIFER	01/15/21		MW	0101-0724-0-5800-5001-3600-000	404.69
68	00300341	V68159221 HANDLEY, RHETT	01/15/21		MW	0101-6500-0-5800-5760-1190-000	2,627.78
68	00300342	V68163192 JOHNSON, DIAN	01/15/21		MW	0101-0000-0-8699-0000-0000-000	105.00
68	00300343	V68158202 KNAUER, JACK OR MONA	01/15/21		MW	0101-0724-0-5800-5001-3600-000	117.99
68	00300344	V68155697 LIDDLE, DREW	01/15/21		MW	0101-0724-0-5800-5001-3600-000	391.00
68	00300345	V68146816 MARTINEZ, ROBERTO OR CHRISTINA	01/15/21		MW	0101-0724-0-5800-5001-3600-000	95.68
68	00300346	V68154949 MAZZINI, VICTOR	01/15/21		MW	0101-0724-0-5800-5001-3600-000	128.57
68	00300347	V68160866 REDICK, ANDREW OR MARY	01/15/21		MW	0101-0724-0-5800-5001-3600-000	237.36
68	00300348	V68078255 SAN DIEGO GAS & ELECTRIC	01/15/21		MW	0101-0000-0-5500-0000-8200-000	47,041.80
68	00300349	V68164044 SHERLOCK, MELISSA	01/15/21		MW	0101-0724-0-5800-5001-3600-000	171.12
68	00300350	V68084100 SO CA GAS CO	01/15/21		MW	0101-0000-0-5500-0000-8200-000	299.73
68	00300351	V68122718 SOUTHERN CALIFORNIA EDISON	01/15/21		MW	0101-0000-0-5500-0000-8200-000	16,111.53
68	00300352	V68151899 STANFIELD, SCOTT &/OR ROWENA	01/15/21		MW	0101-0724-0-5800-5001-3600-000	728.64
68	00300353	V68104710 YMCA OF ORANGE COUNTY	01/15/21		MW	0101-3215-0-5800-0000-7400-000	31,606.26
68	00300362	V68155207 5M CONTRACTING INC	01/19/21		MW	0101-8150-0-5605-0000-8110-003	5,224.63
68	00300363	V68001018 A Z BUS SALES INC	01/19/21		MW	0101-0730-0-4600-1110-3600-000	831.15
68	00300364	V68120139 ALC SCHOOLS LLC	01/19/21		MW	0101-0724-0-5800-5001-3600-000	51,972.50
68	00300365	V68111606 APPLE INC	01/19/21		MW	0101-0400-0-4300-1130-1000-086	1,843.22

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68	V68111606	APPLE INC	01/19/21		MW	0101-0400-0-4400-1140-1000-001	2,832.01
68	V68111606	APPLE INC	01/19/21		MW	0101-3315-0-4300-5730-1190-000	326.17
68	V68111606	APPLE INC	01/19/21		MW	0101-6387-0-4400-3800-1000-005	4,260.05
68	V68111606	APPLE INC	01/19/21		MW	0101-6500-0-4300-5760-1190-000	1,957.02
68	V68111606	APPLE INC	01/19/21		MW	0101-7510-0-4300-1140-1000-032	1,589.46
68	V68152813	ASSI SECURITY	01/19/21		MW	0101-0400-0-5600-0000-2700-050	1,134.08
68	V68102200	AUTOLIFT SERVICES INC	01/19/21		MW	0101-0730-0-5605-1110-3600-000	1,158.13
68	V68150294	AUTOZONE INC	01/19/21		MW	0101-0730-0-4600-1110-3600-000	84.78
68	V68161044	BEACH KIDS THERAPY CENTER INC	01/19/21		MW	0101-6500-0-5801-5760-3140-000	140.00
68	V68161044	BEACH KIDS THERAPY CENTER INC	01/19/21		MW	0101-6500-0-5801-5760-3150-000	140.00
68	V68145162	BERTRANDS HORN IMPROVEMENT	01/19/21		MW	0101-1102-0-5600-1160-1000-000	222.61
68	V68101187	BIO-RAD LABORATORIES INC	01/19/21		MW	0101-6388-0-4300-3800-1000-006	218.02
68	V68110763	BRAIN POP LLC	01/19/21		MW	0101-3010-0-5800-1110-1000-021	2,950.00
68	V68145318	BRINKS INC.	01/19/21		MW	0101-0000-0-5800-0000-7300-000	234.85
68	V68154936	BRITISH PERFORMANCE INC.	01/19/21		MW	0101-8150-0-5605-0000-8230-000	701.38
68	V68123700	BSN SPORTS	01/19/21		MW	0101-1100-0-4300-1140-4200-005	4,739.06
68	V68141660	CAL-STATE AUTO PARTS INC	01/19/21		MW	0101-0724-0-4600-5001-3600-000	520.30
68	V68119648	CAMPCO RECREATION	01/19/21		MW	0101-6010-0-5810-1130-1000-055	12,504.12
68	V68016950	CAROLINA BIOLOGICAL SUPPLY CO.	01/19/21		MW	0101-0002-0-4300-1140-1000-003	71.28
68	V68999999	CDTFA	01/19/21		MW	0101-0000-0-5800-0000-8310-000	726.00
68	V68106764	CDWG Inc	01/19/21		MW	0101-0000-0-4500-0000-7700-000	-2,499.80
68	V68106764	CDWG Inc	01/19/21		MW	0101-0755-0-4500-0000-7700-000	21,280.63
68	V68106764	CDWG Inc	01/19/21		MW	0101-0755-0-5800-0000-7700-000	135.00
68	V68106764	CDWG Inc	01/19/21		MW	0101-0790-0-4405-0000-2100-000	1,011.46
68	V68106764	CDWG Inc	01/19/21		MW	0101-3010-0-4405-3200-1000-018	3,504.11
68	V68106764	CDWG Inc	01/19/21		MW	0101-3220-0-4500-0000-7700-000	12,272.73
68	V68106764	CDWG Inc	01/19/21		MW	0101-6387-0-4400-3800-1000-028	1,011.46
68	V68106764	CDWG Inc	01/19/21		MW	0101-6500-0-4400-5760-1190-000	1,209.72
68	V68161497	CHADWICK, CHARLES AND MICHELLE	01/19/21		MW	0101-6500-0-5800-5760-3600-000	1,003.03
68	V68151219	CI SOLUTIONS	01/19/21		MW	0101-0000-0-4500-0000-7550-000	2,961.03
68	V68108311	CINTAS CORPORATION	01/19/21		MW	0101-7420-0-4500-1110-3600-000	2,346.96
68	V68146234	CINTAS CORPORATION #640	01/19/21		MW	0101-0730-0-5800-1110-3600-000	133.79

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68	00300384	V68146234 CINTAS CORPORATION #640	01/19/21		MW	0101-0724-0-5800-5001-3600-000	133.79
68	00300385	V68018870 CITY OF SAN CLEMENTE	01/19/21		MW	0101-0000-0-5500-0000-8200-000	3,861.67
68	00300386	V68018872 CITY OF SAN JUAN CAPISTRANO	01/19/21		MW	0101-0000-0-5500-0000-8200-000	5,155.16
68	00300387	V68122266 COLLINS BUSINESS EQUIPMENT	01/19/21		MW	0101-6500-0-5600-5760-1190-000	683.26
68	00300388	V68147693 COMPLETE OFFICE OF CA	01/19/21		MW	0101-0000-0-4500-0000-2100-000	57.13
68	00300389	V68027192 CONSOLIDATED ELECTRICAL DISTR	01/19/21		MW	0101-8150-0-4500-0000-8110-000	191.80
68	00300390	V68163994 CORNELIUS, JEFF	01/19/21		MW	0101-6500-0-5800-5760-1180-000	156.20
68	00300391	V68159225 DEL SOL SCHOOL INC	01/19/21		MW	0101-6500-0-5102-5760-1180-000	633.00
68	00300391	V68159225 DEL SOL SCHOOL INC	01/19/21		MW	0101-6500-0-5802-5760-1180-000	2,913.00
68	00300392	V68026001 DENAULT S HARDWARE	01/19/21		MW	0101-0724-0-4600-5001-3600-000	91.47
68	00300393	V68154930 DOHENY PLUMBING	01/19/21		MW	0101-8150-0-5605-0000-8110-000	4,614.20
68	00300394	V68063693 E STEWART AND ASSOCIATES INC	01/19/21		MW	0101-0000-0-5605-0000-8220-000	3,346.50
68	00300395	V68154409 EWING IRRIGATION PRODUCTS INC	01/19/21		MW	0101-0000-0-4500-0000-8220-000	398.47
68	00300396	V68141791 FACTORY MOTOR PARTS	01/19/21		MW	0101-0724-0-4600-5001-3600-000	54.05
68	00300397	V68152838 FASTECH	01/19/21		MW	0101-0724-0-5605-5001-3600-000	1,597.88
68	00300398	V68032535 FEDERAL EXPRESS CORP	01/19/21		MW	0101-0000-0-5900-0000-7540-000	93.52
68	00300399	V68150202 FOLLETT SCHOOL SOLUTIONS INC	01/19/21		MW	0101-0400-0-4200-1180-2420-006	200.00
68	00300400	V68164078 GANDER PUBLISHING INC.	01/19/21		MW	0101-3010-0-4300-1110-1000-059	854.16
68	00300401	V68067610 GEARY PACIFIC CORP	01/19/21		MW	0101-8150-0-4405-0000-8110-000	5,169.12
68	00300402	V68154526 IMAGE APPAREL FOR BUSINESS INC	01/19/21		MW	0101-0730-0-4500-1110-3600-000	270.69
68	00300402	V68154526 IMAGE APPAREL FOR BUSINESS INC	01/19/21		MW	0101-0724-0-4500-5001-3600-000	180.47
68	00300403	V68164265 INCLUSIVE EDUCATION PROJECT	01/19/21		MW	0101-6500-0-5820-5001-2100-000	5,000.00
68	00300404	V68147128 IXL LEARNING INC	01/19/21		MW	0101-6500-0-5800-5760-1110-005	719.00
68	00300405	V68062513 KELLY PAPER COMPANY	01/19/21		MW	0101-0000-0-4500-0000-7550-000	500.83
68	00300406	V68164351 KOWALKE, LYNETTE	01/19/21		MW	0101-0724-0-5800-5001-3600-000	843.55
68	00300407	V68164351 KOWALKE, LYNETTE	01/19/21		MW	0101-0724-0-5800-5001-3600-000	740.00
68	00300408	V68052878 LAWNMOWERS ETC	01/19/21		MW	0101-0000-0-4500-0000-8220-000	215.39
68	00300408	V68052878 LAWNMOWERS ETC	01/19/21		MW	0101-8150-0-5605-0000-8120-000	605.45
68	00300409	V68104580 LAWSON PRODUCTS INC	01/19/21		MW	0101-0724-0-4600-5001-3600-000	180.71
68	00300410	V68150403 LEADERSHIP ASSOCIATES LLC	01/19/21		MW	0101-6500-0-5800-5001-2100-000	4,162.50
68	00300411	V68161072 NATIONAL COUNCIL ON ALCOHOLISM	01/19/21		MW	0101-6685-0-5800-1110-1000-000	950.00
68	00300412	V68021378 NEW HAVEN YOUTH & FAMILY	01/19/21		MW	0101-6500-0-5802-5760-1180-000	8,430.02

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68	00300413	V68155607	NIGRO & NIGRO PC	01/19/21		MW	0101-0000-0-5800-0000-7190-000	23,805.00
68	00300414	V68159759	NOTABLE INC.	01/19/21		MW	0101-7510-0-5800-1140-1000-003	1,485.00
68	00300415	V68100369	OCEANVIEW SCHOOL	01/19/21		MW	0101-6500-0-5802-5760-1180-000	6,218.74
68	00300416	V68156402	OLIVE CREST ACADEMY	01/19/21		MW	0101-6500-0-5102-5760-1180-000	225.56
68	00300416	V68156402	OLIVE CREST ACADEMY	01/19/21		MW	0101-6500-0-5802-5760-1180-000	20,433.04
68	00300417	V68163795	PIONEER HEALTHCARE SERVICES LL	01/19/21		MW	0101-6500-0-5101-5760-3150-000	6,167.50
68	00300417	V68163795	PIONEER HEALTHCARE SERVICES LL	01/19/21		MW	0101-6500-0-5801-5760-3150-000	3,128.50
68	00300418	V68150715	PORTVIEW PREPARATORY INC	01/19/21		MW	0101-6500-0-5802-5760-1180-000	4,865.00
68	00300419	V68155114	ROD AND COLETTE FOSTER	01/19/21		MW	0101-6500-0-5800-5770-1190-000	450.00
68	00300420	V68078255	SAN DIEGO GAS & ELECTRIC	01/19/21		MW	0101-0000-0-5500-0000-8200-000	31,221.25
68	00300421	V68079190	SANTA MARGARITA WATER	01/19/21		MW	0101-0000-0-5500-0000-8200-000	4,166.54
68	00300422	V68162671	SARAH AND JACOB O'MARA	01/19/21		MW	0101-6500-0-5800-5770-1190-000	4,650.00
68	00300423	V68084100	SO CA GAS CO	01/19/21		MW	0101-0000-0-5500-0000-8200-000	1,861.24
68	00300424	V68147835	SPECTRUM CENTER ROSSIER PARK	01/19/21		MW	0101-6500-0-5802-5760-1180-000	4,673.48
68	00300425	V68161403	SUMMIT VIEW SCHOOL DBA STEM3 A	01/19/21		MW	0101-6500-0-5802-5760-1180-000	11,528.67
68	00300426	V68161240	THE DEVEREUX FOUNDATION (GEORG	01/19/21		MW	0101-6500-0-5803-5760-1180-000	904.30
68	00300433	V68152532	ADVANTAGE WEST INVESTMENT ENTE	01/20/21		MW	0101-0000-0-4500-0000-8210-000	68,232.13
68	00300434	V68147757	ANIMAL PEST MANAGEMENT SERVICE	01/20/21		MW	0101-0000-0-5800-0000-8220-000	14,620.50
68	00300435	V68161620	AUTISM SPECTRUM THERAPIES LLC	01/20/21		MW	0101-6500-0-5801-5760-1180-000	3,019.50
68	00300436	V68009305	BLIND CHILDREN S LEARNING	01/20/21		MW	0101-6500-0-5810-5760-1190-000	447.69
68	00300437	V68142175	BOES, ALISAN	01/20/21		MW	0101-7510-0-4300-1140-1000-005	138.54
68	00300438	V68159575	CALIFORNIA INDUSTRIAL REFRIGER	01/20/21		MW	0101-8150-0-5605-0000-8110-000	4,500.00
68	00300439	V68159470	CHO, NANCY	01/20/21		MW	0101-6500-0-5213-5001-2700-000	61.53
68	00300440	V68164353	CINCO, ETHAN E.	01/20/21		MW	0101-0000-0-8699-0000-0000-000	2,862.48
68	00300441	V68150930	CMC - SOUTH	01/20/21		MW	0101-3010-0-5215-1140-1000-021	90.00
68	00300442	V68159503	CORNERSTONE COMMUNICATIONS INC	01/20/21		MW	0101-0000-0-5800-0000-7180-000	8,000.00
68	00300443	V68024000	CULVER-NEWLIN INC	01/20/21		MW	0101-0010-0-4500-0000-2100-000	1,413.68
68	00300443	V68024000	CULVER-NEWLIN INC	01/20/21		MW	0101-0010-0-4500-0000-2700-000	353.42
68	00300443	V68024000	CULVER-NEWLIN INC	01/20/21		MW	0101-3010-0-4405-0000-2700-054	2,407.70
68	00300443	V68024000	CULVER-NEWLIN INC	01/20/21		MW	0101-3220-0-4405-0000-8110-000	57,624.70
68	00300444	V68163095	DOUGLAS, ANGELICA	01/20/21		MW	0101-0000-0-8699-0000-0000-000	1,599.83
68	00300445	V68164352	FORBUSH, CATHERINE S.	01/20/21		MW	0101-0000-0-8699-0000-0000-000	295.52

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68	00300446	V68158628 HANLEY, KIMBERLY	01/20/21		MW	0101-3010-0-5213-0000-2100-000	29.90
68	00300447	V68106528 HAYES, COLLEEN	01/20/21		MW	0101-0000-0-4500-0000-7150-000	110.00
68	00300448	V68100292 HEAR NOW	01/20/21		MW	0101-3315-0-5801-5730-3150-000	616.25
68	00300448	V68100292 HEAR NOW	01/20/21		MW	0101-3386-0-5801-5710-3150-000	786.25
68	00300448	V68100292 HEAR NOW	01/20/21		MW	0101-6500-0-5801-5760-3150-000	1,025.10
68	00300449	V68155051 JANBAY, HALA	01/20/21		MW	0101-3410-0-5212-5760-1190-000	40.25
68	00300450	V68144487 KLISTER, PAMELA	01/20/21		MW	0101-3410-0-5212-5760-1190-000	51.75
68	00300451	V68155429 LOPEZ, VALERIA C.	01/20/21		MW	0101-0000-0-8699-0000-0000-000	1,312.87
68	00300452	V68164234 MAJKA, LAUREN M.	01/20/21		MW	0101-0000-0-8699-0000-0000-000	135.06
68	00300453	V68056440 MARDAN SCHOOL	01/20/21		MW	0101-6500-0-5802-5760-1180-000	38,700.29
68	00300454	V68158275 MAULL, LOUIS	01/20/21		MW	0101-0730-0-4500-1110-3600-000	44.00
68	00300454	V68158275 MAULL, LOUIS	01/20/21		MW	0101-0724-0-4500-5001-3600-000	44.00
68	00300455	V68156492 MOORE, TAMMY	01/20/21		MW	0101-6500-0-5212-5760-1110-000	32.20
68	00300456	V68164329 MORENO, MARCELO	01/20/21		MW	0101-0730-0-8675-0000-0000-000	460.00
68	00300457	V68150686 MRS NELSONS BOOK COMPANY LLC	01/20/21		MW	0101-0004-0-4114-1180-1000-001	202.44
68	00300458	V68158757 NATIONAL SEATING & MOBILITY IN	01/20/21		MW	0101-6500-0-4405-5760-3140-000	866.68
68	00300459	V68158933 NEW VISTA SCHOOL	01/20/21		MW	0101-6500-0-5802-5760-1180-000	8,700.85
68	00300459	V68158933 NEW VISTA SCHOOL	01/20/21		MW	0101-6500-0-5802-5760-1180-000	3,156.35
68	00300460	V68163993 ORIGIN INSTRUMENTS CORPORATION	01/20/21		MW	0101-6500-0-4300-5760-1190-000	122.05
68	00300461	V68071950 QUALITY TOWING	01/20/21		MW	0101-0724-0-5800-5001-3600-000	262.00
68	00300461	V68071950 QUALITY TOWING	01/20/21		MW	0101-8150-0-5800-0000-8230-000	190.00
68	00300462	V68146162 RIFTON EQUIPMENT	01/20/21		MW	0101-6500-0-4500-5760-3140-000	113.14
68	00300463	V68101222 SANTA MARGARITA FORD	01/20/21		MW	0101-0730-0-4600-1110-3600-000	129.00
68	00300463	V68101222 SANTA MARGARITA FORD	01/20/21		MW	0101-0724-0-4600-5001-3600-000	715.16
68	00300464	V68153105 SIGNATURE FLOORING INC	01/20/21		MW	0101-8150-0-5605-0000-8110-003	757.85
68	00300465	V68153530 SIMPSON IRVINE INC	01/20/21		MW	0101-0000-0-4500-0000-8220-000	893.25
68	00300465	V68153530 SIMPSON IRVINE INC	01/20/21		MW	0101-0724-0-5605-5001-3600-000	-1,163.43
68	00300465	V68153530 SIMPSON IRVINE INC	01/20/21		MW	0101-8150-0-4500-0000-8230-000	1,330.13
68	00300466	V68164010 SOCIAL SECURITY ADMINISTRATION	01/20/21		MW	0101-0000-0-8699-0000-0000-000	134.38
68	00300467	V68159100 SOUADJIAN, MICHAEL	01/20/21		MW	0101-0730-0-4500-1110-3600-000	40.00
68	00300467	V68159100 SOUADJIAN, MICHAEL	01/20/21		MW	0101-0724-0-4500-5001-3600-000	40.00
68	00300468	V68116610 SOUTH COAST FAMILY MEDICAL CEN	01/20/21		MW	0101-0730-0-5800-1110-3600-000	210.00

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68	00300468	V68116610 SOUTH COAST FAMILY MEDICAL CEN	01/20/21		MW	0101-0724-0-5800-5001-3600-000	315.00
68	00300469	V68149701 STARKEY LABORATORIES INC.	01/20/21		MW	0101-6500-0-4500-5001-3140-000	140.26
68	00300470	V68007452 US AIR CONDITIONING DIST.	01/20/21		MW	0101-8150-0-4500-0000-8110-000	176.28
68	00300471	V68118382 US BANK	01/20/21		MW	0101-0002-0-4300-1140-1000-003	1,529.07
68	00300471	V68118382 US BANK	01/20/21		MW	0101-0002-0-4300-1140-1000-027	107.72
68	00300471	V68118382 US BANK	01/20/21		MW	0101-0400-0-4300-5760-1190-012	64.77
68	00300471	V68118382 US BANK	01/20/21		MW	0101-0010-0-4500-0000-2100-000	34.95
68	00300471	V68118382 US BANK	01/20/21		MW	0101-0400-0-4300-1130-1000-058	57.39
68	00300471	V68118382 US BANK	01/20/21		MW	0101-6300-0-4300-1140-1000-000	81.68
68	00300471	V68118382 US BANK	01/20/21		MW	0101-6387-0-4300-3800-1000-005	1,289.39
68	00300471	V68118382 US BANK	01/20/21		MW	0101-6500-0-4500-5001-2100-000	52.81
68	00300471	V68118382 US BANK	01/20/21		MW	0101-8150-0-4500-0000-8110-000	1,386.74
68	00300472	V68146077 WEST COAST ARBORISTS INC.	01/20/21		MW	0101-0000-0-5605-0000-8220-000	1,600.00
68	00300510	V68018872 CITY OF SAN JUAN CAPISTRANO	01/21/21		MW	0101-8150-0-5800-0000-8120-000	28,832.72
68	00300511	V68146378 CR&R INCORPORATED	01/21/21		MW	0101-0000-0-5500-0000-8200-000	42,355.25
68	00300512	V68155312 CSM CONSULTING INC	01/21/21		MW	0101-0000-0-5815-0000-7700-000	6,500.00
68	00300513	V68154768 DIAMOND RANCH ACADEMY INC	01/21/21		MW	0101-6500-0-5803-5760-1180-000	4,648.80
68	00300513	V68154768 DIAMOND RANCH ACADEMY INC	01/21/21		MW	0101-6512-0-5104-5760-1180-000	11,148.84
68	00300513	V68154768 DIAMOND RANCH ACADEMY INC	01/21/21		MW	0101-6512-0-5104-5760-3120-000	8,838.72
68	00300514	V68153326 FORENSIC ANALYTICAL CONSULTING	01/21/21		MW	0101-8150-0-5800-0000-8110-000	20,213.84
68	00300515	V68112637 MIND RESEARCH INSTITUTE	01/21/21		MW	0101-0010-0-5800-1140-1000-000	6,644.00
68	00300516	V68084100 SO CA GAS CO	01/21/21		MW	0101-0000-0-5500-0000-8200-000	26,407.36
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0000-0-9321-0000-0000-000	6,871.93
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0000-0-4500-0000-7180-000	183.13
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0000-0-4500-0000-7400-000	72.48
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4500-0000-2700-003	14.91
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4500-0000-2700-006	206.38
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4500-0000-2700-023	52.26
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4500-0000-2700-031	26.58
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4500-0000-2700-058	97.96
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4500-0000-2700-063	65.85
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4500-0000-2700-068	97.81

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68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4500-0000-2700-075	49.84
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4500-0000-2700-078	38.22
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4500-0000-2700-086	9.46
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-050	48.25
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-052	192.52
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-054	1.65
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-056	91.30
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-059	451.56
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-060	181.57
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-061	65.33
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-063	180.28
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-064	13.51
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-067	212.29
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-068	97.82
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-069	20.69
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-071	42.81
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-074	237.35
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-075	49.84
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-076	51.25
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-077	76.69
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-078	57.34
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-079	100.98
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-080	61.11
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-081	166.75
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4500-1130-1000-082	208.60
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-083	235.03
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-084	299.70
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-085	29.63
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-086	130.90
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-087	140.85
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-088	21.86
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1130-1000-089	188.23

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68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1140-1000-002	455.44
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1140-1000-003	70.15
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1140-1000-005	124.18
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1140-1000-006	206.38
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1140-1000-023	376.11
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1140-1000-025	84.53
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1140-1000-027	71.43
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1140-1000-028	112.08
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1140-1000-029	1,101.93
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1140-1000-030	196.39
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1140-1000-031	26.59
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-3200-1000-018	116.38
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4500-3300-2700-019	37.88
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-1110-1000-072	243.07
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0002-0-4300-5760-1110-049	269.45
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0400-0-4500-0000-2700-055	47.13
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0400-0-4300-1130-1000-055	151.86
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-3010-0-4300-1110-1000-021	41.38
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-3010-0-4300-1110-2495-082	591.01
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-3010-0-4300-1130-1000-072	32.47
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-3010-0-4300-1110-1000-073	426.60
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-3220-0-4500-0000-2100-000	4,310.00
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-3410-0-4300-5760-1190-000	564.89
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-3410-0-4500-5760-2100-000	136.69
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0730-0-4500-1110-3600-000	35.67
68	00300518	V68084770 SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	0101-0724-0-4500-5001-3600-000	83.23
68	00300519	V68116925 SPORTS FACILITIES GROUP INC	01/21/21		MW	0101-8150-0-5605-0000-8110-000	14,500.97
68	00300520	V68147697 SYNTEX GLOBAL	01/21/21		MW	0101-0790-0-5800-4760-1000-000	340.00
68	00300521	V68163584 THE CHILDREN'S SCHOOL INC.	01/21/21		MW	0101-6500-0-5102-5760-1180-000	400.00
68	00300521	V68163584 THE CHILDREN'S SCHOOL INC.	01/21/21		MW	0101-6500-0-5802-5760-1180-000	2,500.00
68	00300528	V68157339 ARCE, RAMIRO	01/22/21		MW	0101-8150-0-5213-0000-8110-000	122.15
68	00300529	V68106070 AT&T	01/22/21		MW	0101-0730-0-5605-1110-3600-000	936.49

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68	00300529	V68106070	AT&T	01/22/21		MW	0101-0724-0-5605-5001-3600-000	936.48
68	00300530	V68103444	BROOKMAN, JOSEPH	01/22/21		MW	0101-0986-0-5212-0000-6000-000	100.05
68	00300530	V68103444	BROOKMAN, JOSEPH	01/22/21		MW	0101-6500-0-5212-5760-1190-000	383.53
68	00300531	V68112600	COX COMMUNICATIONS	01/22/21		MW	0101-0000-0-5900-0000-7601-000	21,231.70
68	00300532	V68160067	ETNIRE, STACEY	01/22/21		MW	0101-6500-0-5213-5760-1110-000	28.75
68	00300533	V68164393	GAGHAN, LAURA	01/22/21		MW	0101-0004-0-4114-1180-1000-024	16.00
68	00300534	V68144487	KLISTER, PAMELA	01/22/21		MW	0101-3410-0-5212-5760-1190-000	51.75
68	00300535	V68148488	KOLENIC, NICOLE	01/22/21		MW	0101-6500-0-5213-5760-2100-000	40.25
68	00300536	V68106534	KROGMAN, DEBRAH	01/22/21		MW	0101-3315-0-5213-5730-3140-000	3.54
68	00300536	V68106534	KROGMAN, DEBRAH	01/22/21		MW	0101-6500-0-5213-5760-3140-000	40.74
68	00300537	V68146751	LACHEMANN, DINA	01/22/21		MW	0101-6500-0-5212-5760-1190-000	38.53
68	00300538	V68154079	LEXIA LEARNING SYSTEMS LLC	01/22/21		MW	0101-3010-0-5800-1110-1000-021	6,400.00
68	00300539	V68164123	MCHUGH, CATHERINE	01/22/21		MW	0101-6500-0-5212-5760-1190-000	66.13
68	00300540	V68159589	MURILLO, ADOLFO	01/22/21		MW	0101-8150-0-5213-0000-8110-000	47.15
68	00300541	V68161642	NEWVILLE, LINDSAY OR EDWARD	01/22/21		MW	0101-0730-0-8675-0000-0000-000	287.50
68	00300542	V68153784	PITZEN, JOHN	01/22/21		MW	0101-6500-0-5212-5760-1190-000	119.60
68	00300543	V68164394	RAMIREZ, MAGDALENA	01/22/21		MW	0101-0004-0-4114-1180-1000-021	98.00
68	00300544	V68078255	SAN DIEGO GAS & ELECTRIC	01/22/21		MW	0101-0000-0-5500-0000-8200-000	139,694.73
68	00300545	V68161050	SAPORITO, ANA	01/22/21		MW	0101-6500-0-5212-5760-1190-000	48.30
68	00300546	V68143008	SHERRIE, LORRAINE	01/22/21		MW	0101-3315-0-5213-5730-3140-000	9.61
68	00300546	V68143008	SHERRIE, LORRAINE	01/22/21		MW	0101-6500-0-5213-5760-3140-000	110.57
68	00300547	V68084100	SO CA GAS CO	01/22/21		MW	0101-0000-0-5500-0000-8200-000	1,077.42
68	00300548	V68154274	SOCIETY FOR HUMAN RESOURCE	01/22/21		MW	0101-0000-0-5300-0000-7400-000	219.00
68	00300549	V68122718	SOUTHERN CALIFORNIA EDISON	01/22/21		MW	0101-0000-0-5500-0000-8200-000	5,885.23
68	00300550	V68152756	TICE, RUTH	01/22/21		MW	0101-6500-0-5212-5760-1190-000	10.35
68	00300551	V68162993	VALENCIA, REYNOLD	01/22/21		MW	0101-8150-0-5213-0000-8110-000	13.77
68	00300552	V68118836	VARGAS, DAVID	01/22/21		MW	0101-3315-0-5212-5730-1110-000	29.90
68	00300552	V68118836	VARGAS, DAVID	01/22/21		MW	0101-6500-0-5213-5750-3110-000	29.90
68	00300553	V68106790	WALSH, RHONDA	01/22/21		MW	0101-0400-0-4500-0000-2700-004	6.54
68	00300554	V68102997	WIEDEMAN, LORI	01/22/21		MW	0101-3410-0-5212-5760-1190-000	124.20
68	00300555	V68158289	WIEDERECHT, DEBRA	01/22/21		MW	0101-3315-0-5213-5730-3140-000	14.09
68	00300555	V68158289	WIEDERECHT, DEBRA	01/22/21		MW	0101-6500-0-5213-5760-3140-000	36.63

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68	00300555	V68158289	WIEDERECHEIT, DEBRA	01/22/21		MW	0101-6510-0-5213-5710-3140-000	5.63
68	00300603	V68153377	AGENCY FOR STUDENT HEALTH	01/25/21		MW	0101-0010-0-5800-1110-2100-000	2,970.00
68	00300604	V68151174	ARIZONA MACHINERY LLC DBA STOT	01/25/21		MW	0101-0000-0-5605-0000-8220-000	7,863.88
68	00300605	V68030080	ART MASTERS INC	01/25/21		MW	0101-0400-0-5810-1130-1000-060	1,841.16
68	00300606	V68106070	AT&T	01/25/21		MW	0101-8150-0-5800-0000-8110-000	85.88
68	00300607	V68058875	ATKINSON ANDELSON LOYA	01/25/21		MW	0101-6500-0-5820-5001-2100-000	39,896.91
68	00300608	V68162709	AUTISM DIAGNOSTIC AND INTERVEN	01/25/21		MW	0101-0000-0-9510-0000-0000-000	5,500.00
68	00300609	V68150940	BRAIN LEARNING PSYCHOLOGICAL C	01/25/21		MW	0101-6500-0-5815-5001-3120-000	6,750.00
68	00300610	V68157721	CANON FINANCIAL SERVICES INC.	01/25/21		MW	0101-0000-0-5600-1110-1000-099	55,992.11
68	00300611	V68018872	CITY OF SAN JUAN CAPISTRANO	01/25/21		MW	0101-0000-0-5500-0000-8200-000	11,932.18
68	00300612	V68164002	CROWE, ROBERT	01/25/21		MW	0101-6500-0-5800-5760-1190-000	325.00
68	00300613	V68101731	DEVEREUX TEXAS TREATMENT NETWO	01/25/21		MW	0101-6500-0-5803-5760-1180-000	3,009.22
68	00300613	V68101731	DEVEREUX TEXAS TREATMENT NETWO	01/25/21		MW	0101-6512-0-5104-5760-1180-000	7,354.75
68	00300613	V68101731	DEVEREUX TEXAS TREATMENT NETWO	01/25/21		MW	0101-6512-0-5104-5760-3120-000	4,317.99
68	00300614	V68162567	HANCOCK, KEITH AND CARLY	01/25/21		MW	0101-6500-0-5800-5760-1190-000	3,370.00
68	00300615	V68143239	HARBOTTLE LAW GROUP A	01/25/21		MW	0101-6500-0-5820-5001-2100-000	9,222.75
68	00300616	V68154767	LUGO, JACQUELINE KAY	01/25/21		MW	0101-6512-0-5115-5760-3110-000	3,032.50
68	00300617	V68155949	MATTHEW WILLIAMS ENTERPRISES L	01/25/21		MW	0101-6500-0-5810-5760-1130-000	3,404.65
68	00300618	V68040147	MOBILE COMMUNICATION REPAIR	01/25/21		MW	0101-3010-0-5600-0000-2700-059	513.97
68	00300619	V68151320	MOBYMAX LLC	01/25/21		MW	0101-0002-0-4300-1140-1000-030	479.00
68	00300620	V68061270	MOULTON NIGUEL WATER	01/25/21		MW	0101-0000-0-5500-0000-8200-000	4,364.95
68	00300621	V68158757	NATIONAL SEATING & MOBILITY IN	01/25/21		MW	0101-6500-0-4405-5001-3140-000	6,349.49
68	00300621	V68158757	NATIONAL SEATING & MOBILITY IN	01/25/21		MW	0101-6500-0-4405-5760-3140-000	9,102.27
68	00300621	V68158757	NATIONAL SEATING & MOBILITY IN	01/25/21		MW	0101-6500-0-5600-5760-3140-000	667.38
68	00300622	V68156464	NDS	01/25/21		MW	0101-0000-0-5900-0000-7540-000	423.29
68	00300623	V68156515	NEW DIMENSION GENERAL CONSTRUC	01/25/21		MW	0101-8150-0-5605-0000-8110-068	24,193.91
68	00300624	V68158933	NEW VISTA SCHOOL	01/25/21		MW	0101-6500-0-5102-5760-1180-000	30,283.22
68	00300624	V68158933	NEW VISTA SCHOOL	01/25/21		MW	0101-6500-0-5802-5760-1180-000	16,018.43
68	00300624	V68158933	NEW VISTA SCHOOL	01/25/21		MW	0101-6500-0-5102-5760-1180-000	7,003.32
68	00300624	V68158933	NEW VISTA SCHOOL	01/25/21		MW	0101-6500-0-5802-5760-1180-000	9,566.07
68	00300625	V68149897	O REILLY AUTO PARTS	01/25/21		MW	0101-8150-0-4500-0000-8230-000	333.80
68	00300626	V68154641	OCDE	01/25/21		MW	0101-0000-0-9510-0000-0000-000	225.00

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68	00300627	V68066570	ORANGE COUNTY DEPT OF EDUC	01/25/21		MW	0101-6500-0-7142-5760-9200-000	328,160.00
68	00300628	V68116411	ORANGE COUNTY REGISTER DBA THE	01/25/21		MW	0101-0000-0-5800-0000-7180-000	2,857.44
68	00300629	V68152554	ORBACH HUFF SUAREZ & HENDERSON	01/25/21		MW	0101-0000-0-5820-0000-2100-000	59.00
68	00300629	V68152554	ORBACH HUFF SUAREZ & HENDERSON	01/25/21		MW	0101-0000-0-5820-0000-7110-000	94.00
68	00300629	V68152554	ORBACH HUFF SUAREZ & HENDERSON	01/25/21		MW	0101-0000-0-5820-0000-7520-000	354.00
68	00300629	V68152554	ORBACH HUFF SUAREZ & HENDERSON	01/25/21		MW	0101-0999-0-5820-0000-7200-000	110.00
68	00300630	V68116688	P & R PAPER SUPPLY COMPANY INC	01/25/21		MW	0101-7420-0-4300-1110-1000-000	208.40
68	00300631	V68161592	P5 GRAPHICS AND DISPLAYS INC.	01/25/21		MW	0101-0000-0-5800-0000-7550-000	1,195.00
68	00300631	V68161592	P5 GRAPHICS AND DISPLAYS INC.	01/25/21		MW	0101-3215-0-4500-0000-7540-000	8,135.13
68	00300632	V68164140	PACTRONICS INC.	01/25/21		MW	0101-4127-0-4500-7110-2700-123	6,551.68
68	00300633	V68144925	PARADIGM HEALTH CARE SERVICES	01/25/21		MW	0101-5640-0-5800-5001-2100-000	2,000.00
68	00300634	V68068227	PARKHOUSE TIRE INC.	01/25/21		MW	0101-0724-0-4600-5001-3600-000	3,014.45
68	00300635	V68143815	PERRY PASSARO A PSYCHOLOGICAL	01/25/21		MW	0101-6500-0-5815-5001-3120-000	275.00
68	00300636	V68154724	PINNACLE PETROLEUM INC	01/25/21		MW	0101-8150-0-4500-0000-8230-000	23,167.12
68	00300637	V68152157	PRIME GLASS	01/25/21		MW	0101-0730-0-5605-1110-3600-000	263.18
68	00300638	V68147095	PRINT & FINISHING SOLUTIONS	01/25/21		MW	0101-0000-0-4500-0000-7550-000	2,129.17
68	00300639	V68071608	PRUDENTIAL OVERALL SUPPLY	01/25/21		MW	0101-0000-0-5800-0000-7550-000	44.32
68	00300640	V68110955	PSYCHEMEDICS CORPORATION	01/25/21		MW	0101-0000-0-5800-0000-7400-000	116.00
68	00300641	V68071950	QUALITY TOWING	01/25/21		MW	0101-0724-0-5800-5001-3600-000	303.00
68	00300642	V68161733	REGENTS OF THE UNIVERSITY OF C	01/25/21		MW	0101-6500-0-5815-5001-3120-000	6,000.00
68	00300643	V68157980	RICOH USA INC.	01/25/21		MW	0101-0000-0-5605-0000-7550-000	14,859.48
68	00300644	V68026328	RINCON TRUCK PARTS	01/25/21		MW	0101-8150-0-5605-0000-8230-000	1,470.31
68	00300645	V68079190	SANTA MARGARITA WATER	01/25/21		MW	0101-0000-0-5500-0000-8200-000	10,162.19
68	00300646	V68079550	SCHOOL HEALTH CORPORATION	01/25/21		MW	0101-0000-0-9321-0000-0000-000	90.51
68	00300647	V68152543	SENECA FAMILY OF AGENCIES	01/25/21		MW	0101-6512-0-5101-5760-3110-000	3,500.00
68	00300648	V68153639	SHAMROCK MUSIC	01/25/21		MW	0101-1102-0-5600-1160-1000-000	68.00
68	00300649	V68104414	SHRED-IT USA LLC	01/25/21		MW	0101-0000-0-5800-0000-7540-000	891.26
68	00300650	V68159882	SIMRATED CORPORATION	01/25/21		MW	0101-7220-0-4400-1140-1000-001	8,151.34
68	00300651	V68083350	SMART & FINAL ***SCHOOL SITES**	01/25/21		MW	0101-0002-0-4300-1140-1000-003	125.61
68	00300651	V68083350	SMART & FINAL ***SCHOOL SITES**	01/25/21		MW	0101-0400-0-4500-0000-2700-001	32.27
68	00300651	V68083350	SMART & FINAL ***SCHOOL SITES**	01/25/21		MW	0101-3555-0-4300-3800-1000-001	531.65
68	00300651	V68083350	SMART & FINAL ***SCHOOL SITES**	01/25/21		MW	0101-3555-0-4300-3800-1000-003	101.25

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68	00300651	V68083350	SMART & FINAL **SCHOOL SITES**	01/25/21		MW	0101-3555-0-4300-3800-1000-018	312.20
68	00300651	V68083350	SMART & FINAL **SCHOOL SITES**	01/25/21		MW	0101-3555-0-4300-3800-1000-029	89.29
68	00300651	V68083350	SMART & FINAL **SCHOOL SITES**	01/25/21		MW	0101-6520-0-4300-5760-1190-000	315.36
68	00300652	V68122583	SMOG EXPRESS	01/25/21		MW	0101-8150-0-5800-0000-8230-000	119.90
68	00300653	V68084100	SO CA GAS CO	01/25/21		MW	0101-0000-0-5500-0000-8200-000	4,313.43
68	00300654	V68116610	SOUTH COAST FAMILY MEDICAL CEN	01/25/21		MW	0101-0000-0-5800-0000-7400-000	676.00
68	00300655	V68143011	SOUTH COAST WATER DISTRICT	01/25/21		MW	0101-0000-0-5500-0000-8200-000	12,190.78
68	00300656	V68122718	SOUTHERN CALIFORNIA EDISON	01/25/21		MW	0101-0000-0-5500-0000-8200-000	4,027.23
68	00300657	V68084633	SOUTHPAW ENTERPRISES INC	01/25/21		MW	0101-5640-0-4500-5760-3140-000	506.16
68	00300658	V68078634	SPEECH & LANGUAGE DEVELOPMENT	01/25/21		MW	0101-6500-0-5102-5760-1180-000	9,569.60
68	00300658	V68078634	SPEECH & LANGUAGE DEVELOPMENT	01/25/21		MW	0101-6500-0-5802-5760-1180-000	1,866.15
68	00300659	V68050288	SPICERS PAPER INC	01/25/21		MW	0101-0000-0-9321-0000-0000-000	21,951.22
68	00300660	V68007162	STAPLES BUSINESS ADVANTAGE	01/25/21		MW	0101-0000-0-4500-0000-7300-000	35.22
68	00300660	V68007162	STAPLES BUSINESS ADVANTAGE	01/25/21		MW	0101-0002-0-4500-0000-2700-061	276.51
68	00300660	V68007162	STAPLES BUSINESS ADVANTAGE	01/25/21		MW	0101-0002-0-4300-1140-1000-027	210.11
68	00300661	V68161837	SUPPLY SOLUTIONS	01/25/21		MW	0101-0000-0-4500-0000-8210-000	6,357.25
68	00300662	V68109962	SWEETWATER SOUND INC	01/25/21		MW	0101-3555-0-4400-3800-1000-005	1,234.95
68	00300663	V68116351	TERI INC	01/25/21		MW	0101-6500-0-5102-5760-1180-000	5,412.64
68	00300664	V68151697	THE COLLEGE BLUEPRINT	01/25/21		MW	0101-0790-0-5800-1110-1000-000	9,625.00
68	00300665	V68152808	THE PEP BOYS-MANNY MOE JACK OF	01/25/21		MW	0101-0730-0-4600-1110-3600-000	366.13
68	00300666	V68161292	THE PRENTICE SCHOOL	01/25/21		MW	0101-6500-0-5802-5760-1180-000	8,118.36
68	00300667	V68164235	THE SENSORY PATH INC.	01/25/21		MW	0101-3010-0-4500-0000-2700-073	865.06
68	00300668	V68107590	THERAPY SHOPPE INC	01/25/21		MW	0101-5640-0-4500-5760-3140-000	164.93
68	00300668	V68107590	THERAPY SHOPPE INC	01/25/21		MW	0101-6500-0-4500-5760-3140-000	70.94
68	00300669	V68147300	TUTTLE CLICK FORD LINCOLN	01/25/21		MW	0101-0724-0-4600-5001-3600-000	1,469.00
68	00300670	V68100636	ULINE INC	01/25/21		MW	0101-0000-0-9321-0000-0000-000	1,745.55
68	00300671	V68093334	UNITED RENTALS	01/25/21		MW	0101-0000-0-5605-0000-8220-000	119.61
68	00300672	V68118382	US BANK	01/25/21		MW	0101-0000-0-5800-0000-7180-000	3,916.57
68	00300672	V68118382	US BANK	01/25/21		MW	0101-0000-0-5800-0000-7700-000	89.95
68	00300672	V68118382	US BANK	01/25/21		MW	0101-0002-0-4500-0000-2700-002	338.90
68	00300672	V68118382	US BANK	01/25/21		MW	0101-0002-0-4500-0000-2700-079	-463.24
68	00300672	V68118382	US BANK	01/25/21		MW	0101-0002-0-4300-1130-1000-086	121.87

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68	V68118382	US BANK	01/25/21		MW	0101-0002-0-4300-1140-1000-003	117.60
68	V68118382	US BANK	01/25/21		MW	0101-0002-0-4300-1140-1000-024	46.06
68	V68118382	US BANK	01/25/21		MW	0101-0002-0-4300-1140-1000-027	73.87
68	V68118382	US BANK	01/25/21		MW	0101-0002-0-4300-1140-1000-029	78.94
68	V68118382	US BANK	01/25/21		MW	0101-0002-0-4300-1140-1000-030	69.44
68	V68118382	US BANK	01/25/21		MW	0101-0002-0-4500-0000-2700-033	269.36
68	V68118382	US BANK	01/25/21		MW	0101-0010-0-4500-0000-2100-000	30.14
68	V68118382	US BANK	01/25/21		MW	0101-0010-0-4500-0000-2700-000	36.80
68	V68118382	US BANK	01/25/21		MW	0101-0400-0-4500-0000-2700-004	308.15
68	V68118382	US BANK	01/25/21		MW	0101-0400-0-4300-1130-1000-055	198.83
68	V68118382	US BANK	01/25/21		MW	0101-3010-0-4500-0000-2700-021	70.73
68	V68118382	US BANK	01/25/21		MW	0101-3010-0-4300-1110-1000-021	7,940.78
68	V68118382	US BANK	01/25/21		MW	0101-3010-0-4300-1110-1000-054	206.88
68	V68118382	US BANK	01/25/21		MW	0101-3220-0-4300-1110-1000-000	1,615.18
68	V68118382	US BANK	01/25/21		MW	0101-3555-0-4400-3800-1000-005	3,549.00
68	V68118382	US BANK	01/25/21		MW	0101-5640-0-4500-5001-2100-000	207.69
68	V68118382	US BANK	01/25/21		MW	0101-6500-0-4500-5001-2100-000	680.95
68	V68118382	US BANK	01/25/21		MW	0101-6500-0-4500-5001-2700-000	72.72
68	V68118382	US BANK	01/25/21		MW	0101-6500-0-4300-5760-1190-000	454.89
68	V68118382	US BANK	01/25/21		MW	0101-7510-0-4300-1140-1000-005	144.00
68	V68156644	VILLA SANTA MARIA INC	01/25/21		MW	0101-6500-0-5803-5760-1180-000	5,967.63

SUBFUND 0101 Total:

11,597,242.54

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68 00299906	V68113144	OPPORTUNITY FOR LEARNING	01/05/21		MW	0909-0000-0-8011-0000-0000-203	238,287.24
68 00299906	V68113144	OPPORTUNITY FOR LEARNING	01/05/21		MW	0909-0000-0-8660-0000-0000-203	115.71
68 00300221	V68113144	OPPORTUNITY FOR LEARNING	01/12/21		MW	0909-1100-0-8560-0000-0000-203	146,135.23
68 00300221	V68113144	OPPORTUNITY FOR LEARNING	01/12/21		MW	0909-6300-0-8560-0000-0000-203	31,154.08
68 00300522	V68113144	OPPORTUNITY FOR LEARNING	01/21/21		MW	0909-1400-0-8012-0000-0000-203	40,924.00
SUBFUND 0909 Total:							456,616.26

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68 00299683	V68041995	HUGHTON MIFFLIN HARCOURT PUBL	12/17/20		MW	1212-6127-0-4300-0001-1000-000	3,033.67
68 00299907	V68084800	SPARKLETT'S	01/05/21		MW	1212-6127-0-4500-0001-2700-000	4.10
68 00299946	V68049480	LAKESHORE LEARNING MATERIALS	01/06/21		MW	1212-6105-0-4300-0001-1000-000	-108.48
68 00299946	V68049480	LAKESHORE LEARNING MATERIALS	01/06/21		MW	1212-6127-0-4300-0001-1000-000	116.66
68 00300058	V68157932	Novales, Jasmine	01/07/21		MW	1212-9145-0-8673-0000-0000-000	782.00
68 00300059	V68164303	SORIANO, TANYA	01/07/21		MW	1212-9145-0-8673-0000-0000-000	961.00
68 00300120	V68049480	LAKESHORE LEARNING MATERIALS	01/08/21		MW	1212-6127-0-4300-0001-1000-000	164.43
68 00300172	V68155754	RHYSA CONSULTING SERVICES	01/11/21		MW	1212-6127-0-5815-0001-3140-000	3,258.75
68 00300244	V68164320	NOVALES, JOCELYN	01/13/21		MW	1212-9145-0-8673-0000-0000-000	782.00
68 00300523	V68084770	SOUTHWEST SCHOOL & OFFICE SUPP	01/21/21		MW	1212-6127-0-4300-0001-1000-000	243.55
SUBFUND 1212 Total:							9,237.68

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Check #	Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00299684	V68164226	BELVEDERE, SANDY	12/17/20		MW	1313-9700-0-9653-0000-0000-003	73.96
68	00299685	V68164257	CHAVEZ, CARMEN F.	12/17/20		MW	1313-9700-0-9651-0000-0000-000	15.50
68	00299685	V68164257	CHAVEZ, CARMEN F.	12/17/20		MW	1313-9700-0-9652-0000-0000-024	13.15
68	00299686	V68164259	CHURCH, JESSE	12/17/20		MW	1313-9700-0-9651-0000-0000-000	91.50
68	00299687	V68164245	COLEMAN-NAKAI, ANJU	12/17/20		MW	1313-9700-0-9652-0000-0000-024	47.05
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-021	1,371.75
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-022	589.00
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-023	883.50
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-024	937.75
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-025	643.25
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-026	534.75
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-027	922.25
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-028	627.75
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-029	1,030.75
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-030	689.75
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-031	410.75
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-032	209.25
68	00299688	V68130403	DOMINOS PIZZA	12/17/20		MW	1313-5310-0-4711-0000-3700-033	131.75
68	00299689	V68164254	FALINO, FRANCIS	12/17/20		MW	1313-9700-0-9652-0000-0000-029	90.15
68	00299690	V68164260	GRAVES, MANDA	12/17/20		MW	1313-9700-0-9651-0000-0000-000	56.75
68	00299691	V68164251	HAMZEH, RACHEL	12/17/20		MW	1313-9700-0-9653-0000-0000-006	21.50
68	00299692	V68164250	HANNEGAN, NATASCHA	12/17/20		MW	1313-9700-0-9653-0000-0000-003	149.23
68	00299693	V68164248	KIELEY, BETH	12/17/20		MW	1313-9700-0-9651-0000-0000-000	21.75
68	00299693	V68164248	KIELEY, BETH	12/17/20		MW	1313-9700-0-9652-0000-0000-024	54.25
68	00299694	V68164244	KIM, ELEANOR	12/17/20		MW	1313-9700-0-9652-0000-0000-026	12.80
68	00299695	V68164255	LI, YING	12/17/20		MW	1313-9700-0-9652-0000-0000-028	355.25
68	00299696	V68164258	MARTIN, BRIAN	12/17/20		MW	1313-9700-0-9653-0000-0000-005	42.50
68	00299696	V68164258	MARTIN, BRIAN	12/17/20		MW	1313-9700-0-9652-0000-0000-024	1.50
68	00299697	V68164247	MARTINEZ, CHRISTIE	12/17/20		MW	1313-9700-0-9652-0000-0000-026	26.70
68	00299698	V68164256	MORSE, SUZANNE	12/17/20		MW	1313-9700-0-9651-0000-0000-000	5.50
68	00299698	V68164256	MORSE, SUZANNE	12/17/20		MW	1313-9700-0-9653-0000-0000-002	14.50
68	00299699	V68156481	OLIVER PRODUCTS	12/17/20		MW	1313-5310-0-4717-0000-3700-000	9,108.72

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68	00299700	V68164243	RENTERIA, TERESA	12/17/20		MW	1313-9700-0-9652-0000-0000-026	13.25
68	00299701	V68164246	SALAZAR, SARAH	12/17/20		MW	1313-9700-0-9652-0000-0000-021	13.00
68	00299702	V68164253	SUMMERS, LISA	12/17/20		MW	1313-9700-0-9652-0000-0000-029	24.60
68	00299703	V68065391	THE TOLL ROADS	12/17/20		MW	1313-5310-0-5874-0000-3700-000	200.00
68	00299704	V68164242	TUMLINSON, DUANE	12/17/20		MW	1313-9700-0-9653-0000-0000-003	116.85
68	00299705	V68164227	VALLE, LORI	12/17/20		MW	1313-9700-0-9652-0000-0000-026	36.50
68	00299706	V68164249	WILKINS, MARIA	12/17/20		MW	1313-9700-0-9652-0000-0000-026	99.00
68	00299746	V68164270	ALMY, JODI	12/18/20		MW	1313-9700-0-9652-0000-0000-028	21.00
68	00299747	V68164281	CHAVEZ, MEGAN	12/18/20		MW	1313-9700-0-9651-0000-0000-000	94.00
68	00299748	V68164282	DEVOE, DANA	12/18/20		MW	1313-9700-0-9651-0000-0000-000	24.00
68	00299749	V68164280	DROSMAN, ARI	12/18/20		MW	1313-9700-0-9651-0000-0000-000	34.75
68	00299750	V68164274	DUFFY, MEREDITH	12/18/20		MW	1313-9700-0-9651-0000-0000-000	39.00
68	00299751	V68164273	EVANS, KIM	12/18/20		MW	1313-9700-0-9652-0000-0000-028	21.00
68	00299752	V68158451	FARMER BROTHER COFFEE	12/18/20		MW	1313-5310-0-4714-0000-3700-000	318.16
68	00299753	V68164276	FRIEDRICH, JESSIKA	12/18/20		MW	1313-9700-0-9651-0000-0000-000	28.75
68	00299754	V68164268	HOOD, MELISSA	12/18/20		MW	1313-9700-0-9652-0000-0000-030	20.00
68	00299755	V68130111	INDUSTRIAL ELECTRIC	12/18/20		MW	1313-5310-0-5672-0000-3700-000	295.25
68	00299755	V68130111	INDUSTRIAL ELECTRIC	12/18/20		MW	1313-5310-0-5672-0000-3700-030	627.24
68	00299756	V68164278	KAZNI, SAMAR	12/18/20		MW	1313-9700-0-9651-0000-0000-000	65.75
68	00299757	V68164277	KNYBEL, ANDREA	12/18/20		MW	1313-9700-0-9651-0000-0000-000	21.75
68	00299758	V68164269	NORMAN, ANDREA	12/18/20		MW	1313-9700-0-9652-0000-0000-029	111.25
68	00299759	V68156481	OLIVER PRODUCTS	12/18/20		MW	1313-5310-0-4717-0000-3700-000	1,198.40
68	00299760	V68164272	PARIKH, TAPAN	12/18/20		MW	1313-9700-0-9652-0000-0000-028	11.25
68	00299761	V68164275	PEKAR, JESSICA	12/18/20		MW	1313-9700-0-9651-0000-0000-000	37.50
68	00299762	V68155758	REFRIGERATION CONTROL COMPANY	12/18/20		MW	1313-5310-0-5671-0000-3700-002	387.89
68	00299763	V68161943	REYNOLDS, STEPHANIE	12/18/20		MW	1313-9700-0-9653-0000-0000-004	85.10
68	00299764	V68164267	SMYTH, JOHN	12/18/20		MW	1313-9700-0-9652-0000-0000-029	164.00
68	00299765	V68164279	VALDEZ, ROSARIO	12/18/20		MW	1313-9700-0-9651-0000-0000-000	33.75
68	00299766	V68164271	VAN HERPEN, ROB	12/18/20		MW	1313-9700-0-9651-0000-0000-000	21.00
68	00299766	V68164271	VAN HERPEN, ROB	12/18/20		MW	1313-9700-0-9652-0000-0000-023	27.00
68	00299825	V68164294	BRISTOL, MICHAEL	12/22/20		MW	1313-9700-0-9651-0000-0000-000	42.00
68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-021	1,054.00

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68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-022	775.00
68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-023	728.50
68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-024	891.25
68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-025	581.25
68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-026	550.25
68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-027	744.00
68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-028	503.75
68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-029	1,069.50
68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-030	682.00
68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-031	341.00
68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-032	178.25
68	00299826	V68130403	DOMINOS PIZZA	12/22/20		MW	1313-5310-0-4711-0000-3700-033	139.50
68	00299827	V68164289	HEARD, BRETT	12/22/20		MW	1313-9700-0-9651-0000-0000-000	40.50
68	00299828	V68164292	HERNANDEZ, DANIELLA	12/22/20		MW	1313-9700-0-9651-0000-0000-000	28.25
68	00299829	V68164291	MIN, JAMES	12/22/20		MW	1313-9700-0-9653-0000-0000-004	46.05
68	00299830	V68164295	PANCHOLI, JAYESH	12/22/20		MW	1313-9700-0-9651-0000-0000-000	23.50
68	00299831	V68164290	RUSSELL, SHERYL	12/22/20		MW	1313-9700-0-9651-0000-0000-000	67.25
68	00299832	V68164293	VANMETER, TRISHA	12/22/20		MW	1313-9700-0-9652-0000-0000-028	102.00
68	00299947	V68164108	MEJIA, ANABEL	01/06/21		MW	1313-5310-0-9519-0000-0000-000	58.65
68	00299948	V68154565	ORTIZ, HILDA	01/06/21		MW	1313-5310-0-9519-0000-0000-000	46.00
68	00299949	V68155758	REFRIGERATION CONTROL COMPANY	01/06/21		MW	1313-5310-0-9519-0000-0000-000	399.77
68	00299950	V68065391	THE TOLL ROADS	01/06/21		MW	1313-5310-0-9519-0000-0000-000	200.00
68	00299951	V68148264	VERIZON WIRELESS	01/06/21		MW	1313-5310-0-9519-0000-0000-000	460.68
68	00300121	V68164316	D'AMATO, JONI	01/08/21		MW	1313-9700-0-9652-0000-0000-025	148.50
68	00300122	V68164307	DANDAN, OMAR	01/08/21		MW	1313-9700-0-9653-0000-0000-002	16.75
68	00300123	V68164315	DE JONG, LISA	01/08/21		MW	1313-9700-0-9651-0000-0000-000	31.50
68	00300124	V68141930	GALASSO'S BAKERY	01/08/21		MW	1313-5310-0-9519-0000-0000-000	939.03
68	00300125	V68114146	GOLD STAR FOODS INC	01/08/21		MW	1313-5310-0-9519-0000-0000-000	172,336.01
68	00300126	V68164306	MACHADO, MARK	01/08/21		MW	1313-9700-0-9652-0000-0000-030	33.50
68	00300127	V68164309	MCFERREN, LORI	01/08/21		MW	1313-9700-0-9652-0000-0000-029	24.25
68	00300128	V68164310	NORTON, EMILY	01/08/21		MW	1313-9700-0-9651-0000-0000-000	43.00
68	00300129	V68164304	OHRLEIN, JOEY	01/08/21		MW	1313-9700-0-9651-0000-0000-000	16.75

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68	00300130	V68116688	P & R PAPER SUPPLY COMPANY INC	01/08/21		MW	1313-5310-0-9519-0000-0000-000	3,381.37
68	00300131	V68164313	STORY, JENNIFER	01/08/21		MW	1313-9700-0-9652-0000-0000-029	75.75
68	00300132	V68164312	TRODICK, KAREN	01/08/21		MW	1313-9700-0-9653-0000-0000-002	71.00
68	00300133	V68164314	UNDERWOOD, SARENA	01/08/21		MW	1313-9700-0-9653-0000-0000-001	33.15
68	00300134	V68164317	VALENZUELA, EMILY	01/08/21		MW	1313-9700-0-9651-0000-0000-000	73.00
68	00300135	V68164308	WILLIAMS, CORBY	01/08/21		MW	1313-9700-0-9653-0000-0000-003	39.50
68	00300135	V68164308	WILLIAMS, CORBY	01/08/21		MW	1313-9700-0-9652-0000-0000-030	1.00
68	00300136	V68164305	YUBETA, JEFF	01/08/21		MW	1313-9700-0-9653-0000-0000-004	87.25
68	00300245	V6899999	CDTFA	01/13/21		MW	1313-5310-0-9519-0000-0000-000	14.00
68	00300246	V68164324	CROWE, KAREN	01/13/21		MW	1313-9700-0-9651-0000-0000-000	13.25
68	00300247	V68130047	HOLLANDIA DAIRY INC.	01/13/21		MW	1313-5310-0-9519-0000-0000-000	28,712.70
68	00300248	V68164327	HOSKINS, LI	01/13/21		MW	1313-9700-0-9651-0000-0000-000	44.00
68	00300249	V68164322	KINGS, RHONDA	01/13/21		MW	1313-9700-0-9652-0000-0000-027	90.75
68	00300250	V68164328	PIERCE, NATALIE	01/13/21		MW	1313-9700-0-9652-0000-0000-026	27.50
68	00300251	V68164321	PILL, BRETT	01/13/21		MW	1313-9700-0-9653-0000-0000-019	22.50
68	00300252	V68164323	SLOAN, ALISON	01/13/21		MW	1313-9700-0-9651-0000-0000-000	44.84
68	00300253	V68065391	THE TOLL ROADS	01/13/21		MW	1313-5310-0-5874-0000-3700-000	200.00
68	00300254	V68161180	THE TRANZONIC COMPANIES DBA	01/13/21		MW	1313-5310-0-9519-0000-0000-000	1,667.16
68	00300255	V68164325	TRANBERG, KIMBERLY	01/13/21		MW	1313-9700-0-9653-0000-0000-003	58.25
68	00300256	V68164326	WASBIN, AURORA	01/13/21		MW	1313-9700-0-9653-0000-0000-003	21.75
68	00300354	V68163749	GOURLEY, DAVID	01/15/21		MW	1313-9700-0-9653-0000-0000-003	18.00
68	00300355	V68164207	HICKSTED, RICK AND/OR DENIECE	01/15/21		MW	1313-9700-0-9653-0000-0000-004	16.25
68	00300356	V68130111	INDUSTRIAL ELECTRIC	01/15/21		MW	1313-5310-0-5672-0000-3700-003	264.00
68	00300357	V68163855	KURZ, SORAYA	01/15/21		MW	1313-9700-0-9651-0000-0000-000	12.25
68	00300358	V68156481	OLIVER PRODUCTS	01/15/21		MW	1313-5310-0-4717-0000-3700-000	11,629.44
68	00300359	V68155758	REFRIGERATION CONTROL COMPANY	01/15/21		MW	1313-5310-0-5671-0000-3700-000	10,144.35
68	00300360	V68144966	THE PLATINUM PACKAGING GROUP	01/15/21		MW	1313-5310-0-4717-0000-3700-000	4,147.05
68	00300473	V68164343	ABBOTT, JESSICA	01/20/21		MW	1313-9700-0-9651-0000-0000-000	17.25
68	00300474	V68164364	ABRIAN, ELEANOR	01/20/21		MW	1313-9700-0-9653-0000-0000-005	116.12
68	00300475	V68164338	ALTAN, VIOLET	01/20/21		MW	1313-9700-0-9652-0000-0000-028	19.50
68	00300476	V68164355	ANCHEETA BOTH, DAWNE	01/20/21		MW	1313-9700-0-9653-0000-0000-004	55.50
68	00300477	V68164362	BANDETTINI, SANDEE	01/20/21		MW	1313-9700-0-9653-0000-0000-006	174.20

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68	00300478	V68164361	BERNSTEIN, NANCY	01/20/21		MW	1313-9700-0-9653-0000-0000-006	145.00
68	00300479	V68164363	BEYER, ANN	01/20/21		MW	1313-9700-0-9653-0000-0000-002	146.00
68	00300480	V68164356	BISHOFF, HEATHER	01/20/21		MW	1313-9700-0-9653-0000-0000-003	188.25
68	00300481	V68164367	BURNS, DENISE	01/20/21		MW	1313-9700-0-9653-0000-0000-004	118.00
68	00300482	V68164339	BYRD, LAUREN	01/20/21		MW	1313-9700-0-9651-0000-0000-000	15.80
68	00300483	V68123067	CALIFORNIA DEPT OF EDUCATION	01/20/21		MW	1313-5310-0-4715-0000-3700-000	1,510.50
68	00300484	V68164348	CALIX, RONEL	01/20/21		MW	1313-9700-0-9651-0000-0000-000	13.75
68	00300485	V68164357	CHUNG-HENG, SOON	01/20/21		MW	1313-9700-0-9653-0000-0000-004	113.25
68	00300486	V68164365	CIMINO, KIM	01/20/21		MW	1313-9700-0-9653-0000-0000-006	103.05
68	00300487	V68164366	CLARK, ELIZABETH	01/20/21		MW	1313-9700-0-9653-0000-0000-002	137.75
68	00300488	V68164341	DARNELL, JENNIFER	01/20/21		MW	1313-9700-0-9651-0000-0000-000	10.25
68	00300488	V68164341	DARNELL, JENNIFER	01/20/21		MW	1313-9700-0-9652-0000-0000-030	13.00
68	00300489	V68164371	DAVIS, KRISTEN	01/20/21		MW	1313-9700-0-9651-0000-0000-000	11.00
68	00300490	V68164337	ETZBACH, MARK	01/20/21		MW	1313-9700-0-9651-0000-0000-000	97.00
68	00300490	V68164337	ETZBACH, MARK	01/20/21		MW	1313-9700-0-9652-0000-0000-029	165.75
68	00300491	V68164342	EVANS, KRISTINA	01/20/21		MW	1313-9700-0-9651-0000-0000-000	14.00
68	00300492	V68164340	FRANK, JORDAN	01/20/21		MW	1313-9700-0-9651-0000-0000-000	14.50
68	00300493	V68164349	GILBERT, DANIELLE	01/20/21		MW	1313-9700-0-9651-0000-0000-000	14.25
68	00300493	V68164349	GILBERT, DANIELLE	01/20/21		MW	1313-9700-0-9652-0000-0000-029	0.10
68	00300494	V68164359	LAVEN, DANIELLE	01/20/21		MW	1313-9700-0-9651-0000-0000-000	10.57
68	00300495	V68164344	MADSON, MARK	01/20/21		MW	1313-9700-0-9652-0000-0000-028	11.75
68	00300496	V68164369	MARINO, FRANK	01/20/21		MW	1313-9700-0-9653-0000-0000-004	14.75
68	00300497	V68164346	MOODY, CAROLINA	01/20/21		MW	1313-9700-0-9651-0000-0000-000	12.00
68	00300498	V68164347	NICOLAI, LEAH	01/20/21		MW	1313-9700-0-9651-0000-0000-000	14.50
68	00300499	V68164345	O'DONNELL, ANDREA	01/20/21		MW	1313-9700-0-9651-0000-0000-000	11.00
68	00300500	V68130127	PLASTIC PACKAGE LLC	01/20/21		MW	1313-5310-0-4717-0000-3700-000	2,384.40
68	00300501	V68164370	QUAID, CHRIS	01/20/21		MW	1313-9700-0-9651-0000-0000-000	10.25
68	00300502	V68164336	SLAVICK, BRITTANY	01/20/21		MW	1313-9700-0-9651-0000-0000-000	55.50
68	00300503	V68164360	STEFFEN, SARAH	01/20/21		MW	1313-9700-0-9651-0000-0000-000	15.25
68	00300504	V68164372	STEINERT, NICOLE	01/20/21		MW	1313-9700-0-9651-0000-0000-000	12.37
68	00300504	V68164372	STEINERT, NICOLE	01/20/21		MW	1313-9700-0-9652-0000-0000-031	0.45
68	00300505	V68164368	STEWART, KRISTI	01/20/21		MW	1313-9700-0-9653-0000-0000-003	18.75

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68	00300506	V68164358	STONE, JILL	01/20/21		MW	1313-9700-0-9652-0000-0000-022	10.86
68	00300507	V68158348	VURPILLAT, ALLISON	01/20/21		MW	1313-9700-0-9652-0000-0000-029	15.00
68	00300508	V68164354	WHITCOMB, AMY	01/20/21		MW	1313-9700-0-9653-0000-0000-001	100.00
68	00300556	V68164397	ANDERSON, STACEY	01/22/21		MW	1313-9700-0-9653-0000-0000-004	86.75
68	00300557	V68164384	ARABI, HODA	01/22/21		MW	1313-9700-0-9651-0000-0000-000	50.00
68	00300558	V68164404	BACOLOD, ALJESON	01/22/21		MW	1313-9700-0-9653-0000-0000-003	84.25
68	00300559	V68160336	BALLEW, RICHARD	01/22/21		MW	1313-9700-0-9653-0000-0000-006	135.55
68	00300560	V68164392	BARAKCHI, SAIED	01/22/21		MW	1313-9700-0-9653-0000-0000-004	122.75
68	00300561	V68153333	BOLKEN, KELLY	01/22/21		MW	1313-9700-0-9653-0000-0000-001	85.00
68	00300562	V68164377	BROWN, KATHLEEN	01/22/21		MW	1313-9700-0-9653-0000-0000-005	167.00
68	00300563	V68164398	BUNDY, CHRISTIE	01/22/21		MW	1313-9700-0-9653-0000-0000-003	92.50
68	00300564	V68164399	CAMPOS, VICTORIA	01/22/21		MW	1313-9700-0-9653-0000-0000-004	90.50
68	00300565	V68158431	CHANCE, PAULA	01/22/21		MW	1313-9700-0-9653-0000-0000-006	91.25
68	00300566	V68164391	CHIU, MAGGIE	01/22/21		MW	1313-9700-0-9653-0000-0000-005	113.10
68	00300567	V68164381	CHONG, TRAYSI	01/22/21		MW	1313-9700-0-9653-0000-0000-003	195.00
68	00300568	V68164400	CHRISTIAN, PELE	01/22/21		MW	1313-9700-0-9653-0000-0000-002	97.90
68	00300569	V68164383	CHURCH, CYNTHIA	01/22/21		MW	1313-9700-0-9653-0000-0000-006	132.00
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-021	1,511.25
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-022	782.75
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-023	1,092.75
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-024	1,209.00
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-025	922.25
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-026	759.50
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-027	1,131.50
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-028	844.75
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-029	1,333.00
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-030	953.25
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-031	519.25
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-032	317.75
68	00300570	V68130403	DOMINOS PIZZA	01/22/21		MW	1313-5310-0-4711-0000-3700-033	186.00
68	00300571	V68164380	DOFF, CINDY	01/22/21		MW	1313-9700-0-9653-0000-0000-001	109.25
68	00300572	V68164387	DUGAN, CERILA	01/22/21		MW	1313-9700-0-9653-0000-0000-006	101.75

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68	00300573	V68164386	EBRAHIMI, AZITA	01/22/21		MW	1313-9700-0-9653-0000-0000-006	215.15
68	00300574	V68153318	FOOD SAFETY SYSTEMS	01/22/21		MW	1313-5310-0-5874-0000-3700-000	10,325.00
68	00300575	V68164382	FUNARO, JAMES	01/22/21		MW	1313-9700-0-9653-0000-0000-004	118.40
68	00300576	V68114146	GOLD STAR FOODS INC	01/22/21		MW	1313-5310-0-9519-0000-0000-000	2,316.57
68	00300577	V68164390	GONZALEZ, SANDRA J.	01/22/21		MW	1313-9700-0-9653-0000-0000-004	124.71
68	00300578	V68164389	GROVER, CINDY	01/22/21		MW	1313-9700-0-9653-0000-0000-005	114.25
68	00300579	V68164388	JACOBS, MANDY	01/22/21		MW	1313-9700-0-9653-0000-0000-004	100.25
68	00300580	V68164378	KEARL, RACHEL	01/22/21		MW	1313-9700-0-9653-0000-0000-006	118.80
68	00300581	V68164385	LEUSCHEN, FAITH	01/22/21		MW	1313-9700-0-9653-0000-0000-001	136.00
68	00300582	V68153967	LIAO, JULIE	01/22/21		MW	1313-9700-0-9653-0000-0000-005	152.75
68	00300583	V68161714	MAKSHANOFF, SUZANNE	01/22/21		MW	1313-9700-0-9653-0000-0000-003	40.00
68	00300584	V68164374	MATHES, SUNNIE	01/22/21		MW	1313-9700-0-9653-0000-0000-005	280.00
68	00300585	V68164379	MATSUNAGA, KAORI	01/22/21		MW	1313-9700-0-9651-0000-0000-000	68.25
68	00300586	V68159801	MIHALCZO, AMANDA	01/22/21		MW	1313-9700-0-9653-0000-0000-006	113.25
68	00300587	V68164396	MIJALSKI, MARYSE	01/22/21		MW	1313-9700-0-9653-0000-0000-004	164.50
68	00300588	V68164402	NGUYEN, CAROLYN	01/22/21		MW	1313-9700-0-9653-0000-0000-005	106.25
68	00300589	V68157251	NGUYEN, HIEU	01/22/21		MW	1313-9700-0-9653-0000-0000-003	114.76
68	00300590	V68157932	Novales, Jasmine	01/22/21		MW	1313-9700-0-9653-0000-0000-005	90.80
68	00300591	V68156481	OLIVER PRODUCTS	01/22/21		MW	1313-5310-0-4717-0000-3700-000	1,450.00
68	00300592	V68164376	PANICK, TIFFANY	01/22/21		MW	1313-9700-0-9653-0000-0000-005	154.25
68	00300593	V68164406	PERLOW, BERNADETTE	01/22/21		MW	1313-9700-0-9653-0000-0000-003	148.35
68	00300594	V68164375	POLLICK, KAREN	01/22/21		MW	1313-9700-0-9653-0000-0000-019	109.25
68	00300595	V68155758	REFRIGERATION CONTROL COMPANY	01/22/21		MW	1313-5310-0-5671-0000-3700-000	574.00
68	00300596	V68164405	ROMAN, ADRIANA	01/22/21		MW	1313-9700-0-9653-0000-0000-001	115.00
68	00300597	V68155826	Rozema, Timothy or Colleen	01/22/21		MW	1313-9700-0-9653-0000-0000-005	110.25
68	00300598	V68164403	STEVENS, SUSIE	01/22/21		MW	1313-9700-0-9653-0000-0000-004	100.00
68	00300599	V68164401	THORSON, CARRIE	01/22/21		MW	1313-9700-0-9653-0000-0000-005	131.25
68	00300600	V68148264	VERIZON WIRELESS	01/22/21		MW	1313-5310-0-5900-0000-3700-000	459.81
68	00300601	V68164395	WILSON, JEFF	01/22/21		MW	1313-9700-0-9653-0000-0000-002	99.20
SUBFUND 1313 Total:								305,007.52

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68 00299707	V68141584	WLC ARCHITECTS INC	12/17/20		MW	1414-0000-0-6210-0000-8500-005	6,500.00
68 00299707	V68141584	WLC ARCHITECTS INC	12/17/20		MW	1414-0000-0-6210-0000-8500-004	1,950.00
68 00300060	V68079541	SCHOOL FACILITY CONSULTANTS	01/07/21		MW	1414-0000-0-5800-0000-8500-005	475.00
68 00300137	V68106764	CDWG Inc	01/08/21		MW	1414-0000-0-5605-0000-8110-002	8,138.34
68 00300138	V68154930	DOHENY PLUMBING	01/08/21		MW	1414-0000-0-6170-0000-8500-073	20,105.00
68 00300139	V68142582	MESA GOLF CARTS	01/08/21		MW	1414-0000-0-6400-0000-8110-001	16,638.91
68 00300140	V68155758	REFRIGERATION CONTROL COMPANY	01/08/21		MW	1414-0000-0-5605-0000-8110-000	10,300.30
68 00300141	V68154322	S&K THEATRICAL DRAPERIES INC	01/08/21		MW	1414-0000-0-4405-0000-8110-024	4,538.25
68 00300142	V68155409	STREAMLINE SYSTEMS DESIGNS	01/08/21		MW	1414-0000-0-5605-0000-8110-002	2,997.06
68 00300173	V68156515	NEW DIMENSION GENERAL CONSTRUC	01/11/21		MW	1414-0000-0-5605-0000-8110-000	24,877.39
68 00300174	V68149729	ULTRASOUND AUDIO INC	01/11/21		MW	1414-0000-0-4405-0000-8110-001	12,513.23
68 00300330	V68158331	TELACU CONSTRUCTION MANAGEMENT	01/14/21		MW	1414-0000-0-6170-0000-8500-005	2,520.00
68 00300427	V68159594	ACCO ENGINEERED SYSTEMS INC.	01/19/21		MW	1414-0000-0-5605-0000-8110-000	79,540.95
68 00300428	V68141584	WLC ARCHITECTS INC	01/19/21		MW	1414-0000-0-6210-0000-8500-004	3,250.00
SUBFUND 1414 Total:							194,344.43

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Check #	Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00299708	V68162735	CS TRANSIT LEASING INC. DBA CA	12/17/20		MW	2525-9803-0-6200-0000-8500-015	18,500.63
68	00299709	V68079541	SCHOOL FACILITY CONSULTANTS	12/17/20		MW	2525-9803-0-5800-0000-8500-000	621.25
68	00299710	V68141584	WLC ARCHITECTS INC	12/17/20		MW	2525-9803-0-6210-0000-8500-002	2,500.00
68	00299710	V68141584	WLC ARCHITECTS INC	12/17/20		MW	2525-9803-0-6210-0000-8500-015	6,000.00
68	00299795	V68153379	R. JENSEN CO INC	12/21/20		MW	2525-9803-0-6270-0000-8500-015	28,303.89
68	00299796	V68153379	R. JENSEN CO INC	12/21/20		MW	2525-9803-0-6270-0000-8500-015	9,762.00
68	00299833	V68163108	ASTRA BUILDERS INC.	12/22/20		MW	2525-0000-0-9510-0000-0000-000	1,987.60
68	00299833	V68163108	ASTRA BUILDERS INC.	12/22/20		MW	2525-9803-0-6200-0000-8500-002	19,961.91
68	00299834	V68150282	SILVER CREEK INDUSTRIES INC	12/22/20		MW	2525-0000-0-9510-0000-0000-000	23,291.20
68	00299834	V68150282	SILVER CREEK INDUSTRIES INC	12/22/20		MW	2525-9803-0-6200-0000-8500-002	4,317.94
68	00299952	V68159940	CORINNE LOSKOT CONSULTING INC.	01/06/21		MW	2525-9805-0-5800-0000-8500-034	3,240.00
68	00300175	V68143256	DEPARTMENT OF GENERAL SERVICES	01/11/21		MW	2525-9803-0-6220-0000-8500-015	268.75
68	00300176	V68161776	J.M. KING CONSULTING INC.DBA K	01/11/21		MW	2525-9803-0-5800-0000-8500-000	1,295.00
68	00300177	V68079541	SCHOOL FACILITY CONSULTANTS	01/11/21		MW	2525-9803-0-5800-0000-8500-000	285.00
68	00300257	V68058875	ATKINSON ANDELSON LOYA	01/13/21		MW	2525-9806-0-5820-0000-8500-000	2,506.35
68	00300258	V68153470	KOURY ENGINEERING & TESTING	01/13/21		MW	2525-9803-0-6290-0000-8500-015	2,055.00
68	00300331	V68158331	TELACU CONSTRUCTION MANAGEMENT	01/14/21		MW	2525-9803-0-6272-0000-8500-002	1,080.00
68	00300331	V68158331	TELACU CONSTRUCTION MANAGEMENT	01/14/21		MW	2525-9803-0-6272-0000-8500-015	4,590.00
68	00300429	V68141584	WLC ARCHITECTS INC	01/19/21		MW	2525-9803-0-6210-0000-8500-002	2,500.00
68	00300429	V68141584	WLC ARCHITECTS INC	01/19/21		MW	2525-9803-0-6210-0000-8500-015	3,000.00
SUBFUND 2525 Total:								136,066.52

CAPISTRANO USD
Consolidated Check Register w. Account
 from 12/17/2020 to 1/25/2021

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00299711	C6802818 RANCHO MISSION VIEJO COMPANY	12/17/20		MW	3535-7710-0-7299-0000-0000-000	35,346,912.19
SUBFUND 3535 Total:							35,346,912.19

CAPISTRANO USD
Consolidated Check Register w. Account
 from 12/17/2020 to 1/25/2021

Attachment #2
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Check #	Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00299712	V68164136	A2Z CONSTRUCT INC.	12/17/20		MW	4040-9800-0-6270-0000-8500-050	36,860.00
68	00299713	V68158105	GREEN DINOSAUR INC	12/17/20		MW	4040-9800-0-5815-0000-8500-024	550.00
68	00299713	V68158105	GREEN DINOSAUR INC	12/17/20		MW	4040-9871-0-5815-0000-8500-004	750.00
68	00299714	V68122820	HMC ARCHITECTS	12/17/20		MW	4040-9850-0-6210-0000-8500-000	903.90
68	00299715	V68150287	PLACEWORKS	12/17/20		MW	4040-9850-0-6240-0000-8500-000	91.80
68	00299716	V68141584	WLC ARCHITECTS INC	12/17/20		MW	4040-9800-0-6210-0000-8500-024	14,698.95
68	00299716	V68141584	WLC ARCHITECTS INC	12/17/20		MW	4040-9871-0-6210-0000-8500-004	7,361.53
68	00299953	V68145940	NINYO & MOORE GEOTECHNICAL &	01/06/21		MW	4040-9871-0-6290-0000-8500-004	27,134.00
68	00299954	V68161132	SANDY PRINGLE ASSOCIATES INC.	01/06/21		MW	4040-9800-0-6290-0000-8500-024	14,440.00
68	00300222	V68142564	PAUL C MILLER CONSTRUCTION CO	01/12/21		MW	4040-9800-0-6200-0000-8500-024	269,687.95
68	00300259	V68158105	GREEN DINOSAUR INC	01/13/21		MW	4040-9800-0-5815-0000-8500-024	300.00
68	00300259	V68158105	GREEN DINOSAUR INC	01/13/21		MW	4040-9871-0-5815-0000-8500-004	350.00
68	00300260	V68147396	PUBLIC ECONOMICS INC.	01/13/21		MW	4040-0000-0-5800-0000-8500-000	1,130.25
68	00300261	V68160114	VITAL INSPECTION SERVICES INC.	01/13/21		MW	4040-9800-0-6290-0000-8500-050	2,632.00
68	00300332	V68158331	TELACU CONSTRUCTION MANAGEMENT	01/14/21		MW	4040-9800-0-6272-0000-8500-050	29,730.00
68	00300332	V68158331	TELACU CONSTRUCTION MANAGEMENT	01/14/21		MW	4040-9800-0-6272-0000-8500-024	47,120.00
68	00300332	V68158331	TELACU CONSTRUCTION MANAGEMENT	01/14/21		MW	4040-9871-0-6272-0000-8500-004	19,160.00
68	00300361	V68159830	A-TECH CONSULTING INC.	01/15/21		MW	4040-9800-0-6290-0000-8500-050	1,046.00
68	00300430	V68141584	WLC ARCHITECTS INC	01/19/21		MW	4040-9800-0-6210-0000-8500-024	14,698.95
68	00300430	V68141584	WLC ARCHITECTS INC	01/19/21		MW	4040-9800-0-6210-0000-8500-050	4,500.00
68	00300430	V68141584	WLC ARCHITECTS INC	01/19/21		MW	4040-9871-0-6210-0000-8500-004	7,361.53
68	00300524	V68164136	A2Z CONSTRUCT INC.	01/21/21		MW	4040-9800-0-6270-0000-8500-050	72,390.00
68	00300525	V68161298	NEW DYNASTY CONSTRUCTION COMPA	01/21/21		MW	4040-9871-0-6200-0000-8500-004	906,819.80
68	00300526	V68161132	SANDY PRINGLE ASSOCIATES INC.	01/21/21		MW	4040-9800-0-6290-0000-8500-024	15,960.00
68	00300527	V68159758	TYR INC.	01/21/21		MW	4040-9871-0-6290-0000-8500-004	14,440.00
68	00300674	V68145940	NINYO & MOORE GEOTECHNICAL &	01/25/21		MW	4040-9800-0-6240-0000-8500-050	4,998.25
68	00300674	V68145940	NINYO & MOORE GEOTECHNICAL &	01/25/21		MW	4040-9871-0-6290-0000-8500-004	32,963.50

SUBFUND 4040 Total:

1,548,078.41

CAPISTRANO USD
Consolidated Check Register w. Account
 from 12/17/2020 to 1/25/2021

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00299717	V68141709	IRON MOUNTAIN	12/17/20		MW	6768-0000-0-5800-0000-6000-000	340.93
68 00299767	V68122828	CORVEL ENTERPRISE COMP INC	12/18/20		MW	6768-0000-0-9516-0000-0000-000	143,100.59
68 00299767	V68122828	CORVEL ENTERPRISE COMP INC	12/18/20		MW	6768-0000-0-5800-0000-6000-000	24,811.26
68 00299908	V68122828	CORVEL ENTERPRISE COMP INC	01/05/21		MW	6768-0000-0-9516-0000-0000-000	53,202.21
68 00299908	V68122828	CORVEL ENTERPRISE COMP INC	01/05/21		MW	6768-0000-0-5800-0000-6000-000	9,702.02
68 00300333	V68141709	IRON MOUNTAIN	01/14/21		MW	6768-0000-0-5800-0000-6000-000	340.93
68 00300334	V68007162	STAPLES BUSINESS ADVANTAGE	01/14/21		MW	6768-0000-0-4500-0000-6000-000	73.25
SUBFUND 6768 Total:							231,571.19

CAPISTRANO USD
Consolidated Check Register w. Account
 from 12/17/2020 to 1/25/2021

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00299718	V68150703	MEBA C/O	12/17/20		MW	6769-0000-0-5800-0000-6000-000	83,835.81
68 00299719	V68108171	STROUD, KEITH R	12/17/20		MW	6769-0000-0-5800-0000-6000-000	301.00
68 00299835	V68150703	MEBA C/O	12/23/20		MW	6769-0000-0-5800-0000-6000-000	4,505,338.47
68 00299909	V68150703	MEBA C/O	01/05/21		MW	6769-0000-0-5800-0000-6000-000	68,880.06
68 00299955	V68150703	MEBA C/O	01/06/21		MW	6769-0000-0-5800-0000-6000-000	71,137.82
68 00299956	V68150703	MEBA C/O	01/06/21		MW	6769-0000-0-5800-0000-6000-000	4,839,456.56
68 00299957	V68059949	UNUM LIFE INSURANCE CO OF AMER	01/06/21		MW	6769-0000-0-5800-0000-6000-000	15,206.66
68 00300061	V68108583	KEBLER, QUINCY A.	01/07/21		MW	6769-0000-0-8674-0000-0000-000	8.59
68 00300062	V68164261	SUNYICH, JENNA	01/07/21		MW	6769-0000-0-8674-0000-0000-000	8.44
68 00300143	V68150703	MEBA C/O	01/08/21		MW	6769-0000-0-5800-0000-6000-000	58,720.79
68 00300144	V68161467	UNUM LIFE INSURANCE CO OF AMER	01/08/21		MW	6769-0000-0-5800-0000-6000-000	25,781.81
68 00300262	V68150703	MEBA C/O	01/13/21		MW	6769-0000-0-5800-0000-6000-000	73,698.12
68 00300509	V68164331	TERAN, SHEILA	01/20/21		MW	6769-0000-0-8674-0000-0000-000	80.14
68 00300602	V68150703	MEBA C/O	01/22/21		MW	6769-0000-0-5800-0000-6000-000	99,941.77
SUBFUND 6769 Total:							9,842,396.04

CAPISTRANO USD
Consolidated Check Register w. Account
 from 12/17/2020 to 1/25/2021

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00300263	V68151411	CAPISTRANO USD	01/13/21		MW	6770-0000-0-9516-0000-0000-000	2,585.50
68 00300263	V68151411	CAPISTRANO USD	01/13/21		MW	6770-0000-0-5800-0000-6000-000	741.00
68 00300431	V68163303	CLEAN EARTH ENVIRONMENTAL SOLU	01/19/21		MW	6770-0000-0-5800-0000-6000-000	4,559.09
SUBFUND 6770 Total:							7,885.59
Grand Total:							59,675,358.37

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
A2Z Construct Inc.	Bid No. 2021-09, Philip Reilly Elementary School Shade Structure	11/18/2020
ALC Schools, LLC (formally American Logistics Co., LLC)	Bid No. 1718-08, Outsource Transportation Services	7/26/2017
American Technologies, Incorporated	Independent Contractor Agreement No. 1920269 for Emergency COVID-19 Procedures	3/25/2020
Anixter, Inc. dba Clark Security Products	County of Orange, OC Public Works, Contract No. MA-080-18011813, Locks and Locking Devices	5/22/2019
Asphalt, Fabric & Engineering, Inc.	Bid No. 1920-07, Tesoro High School Turf and Sand Volleyball Court Project	4/29/2020
AstroTurf Corp.	State of California Multiple Award Schedule Contract No. 4-20-00-0130A, Base Schedule No. AEPA IFB# 020-A, Purchase, Warranty, Installation, And Maintenance of Athletic Surfaces	11/18/2020
Balfour Beatty	RFP 6-1718, Preconstruction & Construction Management Services	5/23/2018
Ben's Asphalt, Inc.	Bid No. 1819-13, Asphalt Paving, Sealcoating, and Concrete Repairs	5/22/2019
Blue Violet Networks, LLC	California Multiple Award Schedule (CMAS) Contract No. 3-16-84-0052A, Supplement No. 1 for Purchase and Warranty of Video Surveillance Hardware, Maintenance, Software and Software Maintenance as a Product	11/16/2016
Cal Building Systems	Bid No. 1819-11, Fire Alarm Inspection Services - Cal Building Systems, Time and Alarm Systems	3/13/2019
California School Boards Association	Government Meeting Management Software	4/25/2018
Cannon U.S.A, Inc.	3091, California Participating Addendum No. 7-15-70-23, Copiers, Printers, Related Devices and Associated Services	4/25/2018
Carahsoft Technology Corp.	California Multiple Award Schedule (CMAS) Contract No. 3-12-70-2247E for Various Information Technology Goods and Services	4/19/2017
Carrier Corporation	California Multiple Award Schedule Contract No. 4-20-51-0084A, General Services Administration Schedule No. GS-06F-0035M, Purchase and Warranty of Non-Information Technology Goods and Services	7/15/2020
CDW Government, LLC	Irvine Unified School District Bid No. 19/20-01 IT, Technology Equipment and Peripherals	2/19/2020

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
CJK Construction Management	RFP 6-1718, Preconstruction & Construction Management Services	5/23/2018
Co-Curricular Bus Service - Various Vendors	Bid No. 1819-10, Co-Curricular Bus Service -Various Vendors	2/27/2019
ConvergeOne	RFP No. 1-1718, E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018 - Awarded SMARTNET, Without Maintenance and Project Management, Nexus and Firewall, and Nexus and Firewall Basic Maintenance	4/19/2017
ConvergeOne	State of California Multiple Award Schedule Contract No. 3-18-70-2486K, General Services Administration Schedule No. GS-35F-0563U, Information Technology Goods and Services	7/25/2018
ConvergeOne	State of California Multiple Award Schedule Contract No.3-18-70-2486h, General Services Administratin Schedule No. GS-35F-0143R to Purchase Network Infrastructure Products - Convergeone, Incorporated	10/11/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. AR233, California Participating Addendum No. 7-14-70-04 for Data Communication Equipment and Services	5/23/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. AR615, California Participating Addendum No. 7-14-70-15 for Data Communication Equipment and Services	5/23/2018
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. AR626, California Participating Addendum No. 7-14-70-11 for Data Communication Equipment and Services	5/23/2018
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

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
ConvergeOne	WSCA-NASPO Valuepoint Master Agreement No. MNWNC-108, California Participating Addendum No. 7-15-70-34-003 for Computer Equipment (Desktops, Servers, and Storage including Related Peripherals and Services)	5/23/2018
Cordoba	RFP 6-1718, Preconstruction & Construction Management Services	5/23/2018
Cox Business	RFP No. 1-1718,E-Rate Categories One-Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services. Awarded Category 1	4/19/2017
Cox California Telcom, LLC	RFP No 2-1718, Telecommunications Services (VOICE)	6/28/2017
CR&R	Bid No. 1516-24, Service to Collect, Recycle, and Dispose of Solid Waste District Wide	5/25/2016
Culver-Newlin, Incorporated	Torrance Unified School District Bid No. 10-04.09.19, Classroom and Office Furniture	7/15/2020
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 18-02, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters and Athletic Equipment	3/14/2018
Davy Architects	RFQ No. 4-1617, Architectural Services	4/19/2017
Diamond Fitness Systems, Inc.	State of California Multiple Award Schedule Contract N	2/19/2020
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for Information Technology Goods & Services	10/14/2015
Dimension Data	RFP No. 1-1617, E-Rate Multiple Categories	5/25/2016
Dominos Pizza	RFP No. 4-1718, Fresh Daily, Pre-baked Ready to Serve Delivered Pizza Service	8/23/2017
Dude Solutions	Association of Educational Purchasing Agencies Bid No. 020-D, Facilities Management Software - Dude Solutions	9/23/2020
E. Stewart & Assoc, Inc.	Bid No. 1819-01, Weed Abatement	7/25/2018

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
E-Rate Multiple Categories to Multiple Vendors	RFP No. 3-1819, E-Rate Multiple Categories - Multiple Vendors	3/13/2019
Fleet Vehicles - Trucks - Various Contractors	State of California Contract No. 1-18-23-20 A Through I, Fleet Vehicles - Trucks - Various Contractors	7/25/2018
Fleet Vehicles - Vans and SUV's - Multiple Vendors	State of California Contract No. 1-18-23-23, A Through H, Supplement 2, Fleet Vehicles, Vans and SUVs - Multiple Vendors	12/12/2018
Ganahl Lumber Company	County of Orange, OC Public Works, Contract No. MA-080-18010280, Miscellaneous Building Supplies and Material, Maintenance and Repair of Structural, Mechanical, Electrical, Plumbing and Finishes of County Buildings	2/27/2019
Ghatoade Bannon Architects	RFP No. 4-1617, Architectural Services	4/19/2017
Gilbert & Stearns, Inc.	Bid No. 1617-07, Electrical, Fire Protection & Low Voltage Systems Service	12/14/2016
Gold Star Foods	Bid No. 1819-12, Fresh Produce (Fruits & Vegetables) Products and Services	3/13/2019
Graybar Electric Company, Inc.	State of California Multiple Award Schedule Contract No.4-19-51-0083A, General Services Administration Scheudle No. GS-21F-0003U, Puchase and Warranty Of Non-Information Technology Goods and Services	6/17/2020
Hamel Contracting, Inc.	Bid No. 1819-14, Dana Hills High School Kitchen Modernization	4/25/2019
Hewlett Packard Company/Sigmanet, Inc.	State of California Multiple Award Schedule (CMAS) Nos. 3-14-70-2486F and 3-15-70-2486E. #MNWNC115 for Information Techology Goods and Services As Needed	3/22/2017
HMC Architects	RFP No. 4-1617, Architectural Services	4/19/2017
Hoonuit, LLC	Education Technology Joint Powers Authority Master Contract	11/18/2020
Illuminate Education, Inc.	RFP No. 8-161, Assessment Delivery and Data Management System (ADDMS)	6/7/2017

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Information and Non-Information Technology Goods and Services - Various Vendors	State of California Multiple Award Schedule Contract NOS. 3-15-84-0042A, 3-15-84-0042C, 3-15-84-0042D, 3-16-70-2382B, 3-18-70-3176C, 3-18-84-0042E, AND 4-17-84-042E, General Services Administration Schedule NOS. GS-07F-0298J, GS-07F-0200W, GS-07F-206CA, GS-35F-183DA, GS-35F-0499N, 47QSWA18D0022, AND GS-07F-0326T, Information and Non-Information Technology Goods and Services- Various Vendors	1/24/2019
Inspector of Record - Multiple Vendors	RFP No. 1-1819, Inspector of Record - Multiple Vendors	2/27/2019
Investigative Services - Multiple Vendors	RFP No. 1-1920, Investigative Services	12/11/2019
Just-In-Time	Corona-Norco Unified School District Bid No. 2018/2019-023 - Just-In-Time Office & Classroom Supply	3/13/2019
Keystone Builders, Inc.	Bid. No. 1819-17, Palisades Elementary School Modernization Project	4/25/2019
KYA Services, LLC	State of California Multiple Award Schedule Contract NO. 4-17-72-0057B, General Services Administration Schedule No. GS-03F-102GA, Purchase, Warranty and Installation of Floor Covering and Related Products	1/24/2018
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
Liberty Paper	Anaheim Union High School District Bid No. 2016-09 - Multi-Purpose Copy Paper	4/27/2016

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Lopez Works, Inc.	Bid No. 1819-06, Parking Lot Sweeping Services	2/27/2019
LPA, Inc	RFP No. 4-1617, Architectural Services	4/19/2017
MGPA Architecture	RFP No. 4-1617, Architectural Services	4/19/2017
Mohawk Commercial, Inc.	State of California Multiple Award Schedule Contract No. 4-18-00-0085B, General Services Administration Schedule No. 121715-MCD, Purchase, Warranty, and Installation of Floor Covering Products and Related Products	6/12/2019
Mohawk Commercial, Inc.	State of California Multiple Award Schedule Contract No. 4-20-00-0085C, General Services Administration Schedule No. 080819-MCD, Purchase, Warranty, and Installation of Floor Covering Products and Related Products.	4/30/2020
New Dimension General Construction	Bid No. 1718-21, Dana Hills High School Structural Repairs	5/23/2018
New Dynasty Construction Company	Bid No. 1920-04, Aliso Niguel High School STEM Building Project	12/11/2019
Nicole Miller & Associates, Inc.	RFP No. 7-1617 - Investigative Services	6/7/2017
Nigro & Nigro PC	RFP No. 2-1617 - Financial Auditing Services	3/22/2017
Non-Information 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
Ohno Construction Company	Bid No. 1819-20, Capistrano Valley High School Turf Replacement, Capistrano Valley High School Softball Scoreboard, and San Clemente High School Softball Scoreboard	6/12/2019
P&R Paper Supply Co.	Bid No. 1819-07, Paper and Plastic Products for Food and Nutrition Services	1/24/2019

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Paragon	RFP No. 1-1718, E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018 - Awarded Category 2	4/19/2017
Paul C. Miller Construction Co., Inc.	Bid No. 1920-05, Newhart Middle School STEAM Building Project	12/11/2019
PBK Architects	RFQ No. 4-1617, Architectural Services	4/19/2017
Periscope Holdings, Inc.	Master SAAS and Services Agreement	2/19/2020
Pinnacle Petroleum Inc.	Placentia-Yorba Linda Unified School District Bid No. 220-02, Fuel (Gasoline and Diesel)	8/21/2019
PJHM Architects, Inc.	RFP No. 4-1617, Architectural Services	4/19/2017
PlanITROI	Master Services Agreement 2020	10/21/2020
Pritchard Supply, Inc. dba Johnstone Supply	MA-080-16012279, Air Filters and Related Supplies - Pritchard Supply, Inc. dba Johnstone Supply	6/20/2018
Pritchard Supply, Inc. dba Johnstone Supply	MA-080-17011831, Heating, Ventilation and Air Conditioning Parts and Equipment - Pritchard Supply, Inc. dba Johnstone Supply	6/20/2018
Progressive Design Playgrounds	California Multiple Award Schedule Contract No. 4-03-78-0023A for Playground and Outdoor Equipment and Related Services	3/22/2017
Progressive Design Playgrounds	State of California Multiple Award Schedule Contract No. 4-03-78-0023A, General Services Administration Schedule No. GS-07F-0542M, Purchase, Warranty, and Installation of Park and Playground Equipment, Turf and Accessories, and Other Outdoor Equipment and Related Services	2/19/2020
R. Jensen Co., Inc.	Bid No. 2021-07, Bridges Community Day High School Restroom Portable Project	8/19/2020
Refrigeration Control Co Inc.	Bid No. 1718-09, Refrigeration and Ice Machine Equipment Repair Service and Preventative Maintenance Services	9/13/2017

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Ricoh USA, Inc.	WSCA-NASPO Valuepoint Master Agreement No. 3091, California Participating Addendum No. 7-15-70-25 for Copiers, Printers, Related Devices and Associated Services	5/23/2018
Robertson Industries, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-11-78-0003C for Playground Surfacing and Related Services	4/19/2017
School Loop	RFP No. 3-1617 - Learning Management System. Software and Services to Support Course Management and a Virtual Learning Environment	4/19/2017
School Specialty	San Diego Unified School District Bid No. GD19-0545-03, Classroom Science, Technology, Engineering, Art, and Math (STEAM) Supplies - School Specialty, Incorporated	10/16/2019
SHI International Corp.	Simi Valley USD RFP 10-14-14, Microsoft Products	2/11/2015
Silver Creek Industries, Inc.	Centralia School District Project No. CEPU, #N15-2017/18, 2017 Districtwide Contract For The Purchase And Installation Of DSA Approved Portable Buildings	3/25/2020
Softchoice Corporation	Kings County Office of Education, Project No. 061119 Microsoft Products COE-Wide	1/15/2020
Southwest School Supply	Corona-Norco Unified School District Bid No. 2018/2019-023 - JIT Classroom & Office Supplies	3/13/2019
Sparkletts	Regional Cooperative Agreement Contract Number RCA -017-18010016 Between County of Orange/County Procurement Office and DS Services of America, Incorporated DBA Sparkletts For Bottled Water	8/22/2018
Spicers Paper, Inc.	Fontana Unified School District Bid No. 18/19-1505, Paper Products for Printing Services	12/12/2018
Supply Solutions	State of California Multiple Award Schedule Contract No. 4-18-75-0059C, General Services Administration Schedule No. GS-02F-0207X, Purchase and Warranty of Office Products, And Restroom Supplies And Accessories	11/18/2020
Tarkett USA, Inc.	State of California Multiple Award Schedule Contract No. 4-20-00-0126B, Base Schedule No. 080819-TFU, Purchase, Warranty, Maintenance, and Installation of Carpet And Floor Coverings	11/18/2020

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
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, 3-13-70-0876AL, 3-15-70-0876AM, 3-15-84-0018B, 3-16-70-2382B, 3-11-70-0876AK, 03-01-70-0879H, 03-08-70-0876W and 3-16-84-0018C, General Services Administration Schedule Nos. GS-35F-0505U, GS-35F-0563U, GS-35F-0308U, GS-35F-0511T, GS-07F-0206W, GS-35F-183DA, GS-35F-0143R, GS-35F-4748G, GS-35F-0814N and GS-07F-0200W Respectively, Information Technology Goods and Services	12/14/2016
Vector Resources, Inc.	State of California Participating Addendum No. 7-14-70-06 With WSCA-Naspo master Price Agreement Number AR1464 and State of California Multiple Award Schedule Contract No. 3-11-70-0876AK to Purchase Network Infrastructure Products - Vector Resources, Incorporated	9/12/2018
Vector USA	RFP No. 1-1718, E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018. Awarded Category 2	4/19/2017
Verne's Plumbing, Incorporated	Award Bid No. 2021-03, Plumbing Services	1/20/2021
Waterline Technologies, Inc	Los Angeles Unified School District, Contract No. 4400006668, Swimming Pool Chemicals and Supplies	2/27/2019
Weatherproofing Technologies	State of California Multiple Award Schedule Contract No. 4-18-00-0118A, California Department of General Services Base Schedule No. Association of Educational Purchasing Agencies IFB-017-F, Purchase, Warranty, and Installation of Roofing and Related Services	2/27/2019
West Coast Arborists, Inc.	Bid No. 1617-02, Tree Trimming Maintenance Service	1/25/2017
WLC Architect	RFP No. 4-1617 - Architectural Services	4/19/2017

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Woodcliff Corporation	Bid No. 1819-18, Ambuehl Elementary School Renovation	5/22/2019
Zoll Medical Corporation	State of California Contract No. 4-14-65-0028A, Non-Information Technology Goods	4/25/2019
Zonar Systems, Inc	RFP No. 4-1920, Global Positioning System	2/19/2020

VENDOR PAYMENT OVER 250K AS OF 1/25/21**2020-2021**

Vendor Name	Total Amount
A Z BUS SALES INC	1,204,906.79
ADVANTAGE WEST INVESTMENT ENTERPRISES INC	553,619.83
AP EXAMS	311,121.00
ASCIP	3,618,057.31
ASPHALT FABRIC & ENGINEERING INC	320,049.43
ASTRA BUILDERS INC.	438,990.22
ATKINSON ANDELSON LOYA	791,297.09
BENS ASPHALT	810,098.75
CANON FINANCIAL SERVICES INC.	395,959.83
CAPISTRANO CONNECTIONS ACADEMY	13,425,370.00
CDWG Inc	2,160,361.90
CITY OF SAN JUAN CAPISTRANO	286,323.23
COLLEGE AND CAREER ADVANTAGE	1,272,000.00
COLLEGE BOARD	367,850.43
COMMUNITY ROOTS ACADEMY	2,506,237.00
CORVEL ENTERPRISE COMP INC	1,575,913.30
COUNTY OF ORANGE	257,823.87
CR&R INCORPORATED	271,186.50
CULVER-NEWLIN INC	849,090.01
CURRICULUM ASSOCIATES LLC	391,494.00
FERGUSON ENTERPRISES INC.	375,456.77
GOLD STAR FOODS INC	709,085.24
HERITAGE SCHOOLS INC	266,042.00
HOONUIT I LLC DBA DECISIONINSITE LLC	300,364.00
HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	512,446.82
INTERNATIONAL E-Z UP INC	256,975.03
JOURNEY CHARTER SCHOOL	1,952,669.00
MACMILLAN HOLDINGS LLC	975,450.68
MARDAN SCHOOL	450,869.44
MEBA C/O	34,119,787.88
MOULTON NIGUEL WATER	290,999.37
NEW DYNASTY CONSTRUCTION COMPANY	2,293,610.88
NEW VISTA SCHOOL	562,862.26
OCDE	255,000.00
OCEANVIEW SCHOOL	333,033.52
OPPORTUNITY FOR LEARNING	5,061,276.96
ORANGE COUNTY ACADEMY OF	1,697,189.00
ORANGE COUNTY DEPT OF EDUC	2,309,517.25
OXFORD ACADEMY	2,690,611.00
P5 GRAPHICS AND DISPLAYS INC.	324,443.59
PAUL C MILLER CONSTRUCTION CO	2,105,837.13
PDPLAY	825,234.00
PORTVIEW PREPARATORY INC	523,493.04
RANCHO MISSION VIEJO COMPANY	35,346,912.19
SAN DIEGO GAS & ELECTRIC	3,828,637.13
SANTA MARGARITA WATER	277,701.11
SILVER CREEK INDUSTRIES INC	664,180.87
SOUTHERN CALIFORNIA EDISON	712,095.03
SOUTHWEST SCHOOL & OFFICE SUPPLY	533,701.97
STRATEGIC KIDS LLC	540,195.50
TELACU CONSTRUCTION MANAGEMENT INC.	743,940.00
US BANK	1,013,846.25
US BANK	3,311,106.74
US BANK NATIONAL ASSOCIATION	1,278,859.59
WEST COAST ARBORISTS INC.	268,038.00
WLC ARCHITECTS INC	334,220.71
YMCA OF ORANGE COUNTY	421,454.56

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
Prepared by: Lynh Rust, Executive Director, Contracts and Purchasing

Date: February 17, 2021

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

HISTORY

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

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

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

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

FINANCIAL IMPLICATIONS

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

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

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

New Agreements

TYPE	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
FSA	2021191	Deferred Maintenance	R.M. Systems, Incorporated	Provide labor and material for replacement of five existing closed-circuit television (CCTV) cameras and install eleven new CCTV cameras at Capistrano Valley High School	2-18-21 to Upon Completion	\$50,992.37
MCA	2021192	Special Education	Mountain Valley Child and Family Services, Incorporated	Provide general education programs and special education instruction, residential and mental health services	7-1-20 to 6-30-21	\$200,000.00
PSA	2021193	Special Education	David Kirschen, O.D., PhD dba Customized Vision Care	Provide comprehensive educational vision evaluation of District students as determined by District staff	1-5-21 to 6-30-21	\$900.00
ICA	2021194	Routine Repair & General Maintenance	California Industrial Refrigeration Machines, Incorporated	Provide annual preventative maintenance service for cooling towers at Arroyo Vista, Castille, Las Palmas, and Moulton elementary schools, Niguel Hills and Shorecliffs middle schools, and Capistrano Valley and Dana Hills high schools	1-11-21 to 3-31-21	\$19,800.00
ICA	2021195	Redevelopment Agency Mission Viejo	A-Tech Consulting, Incorporated	Provide limited asbestos assessment for the Philip Reilly Elementary School shade structure project	12-15-20 to 6-30-21	\$1,050.00
MAAS	PA5	Routine Repair & General Maintenance	WLC Architects, Incorporated	Provide architectural and engineering services for the portable repair at Dana Hills High School	1-1-21 to 6-30-21	\$5,000.00
PSA	2021196	Special Education	Douglas W. Stephey OD, Incorporated	Provide vision therapy assessment of District students as determined by District staff	1-25-21 to 6-30-21	\$4,000.00

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

Amendments

TYPE	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
PSA	1819181	Deferred Maintenance	Kitchell CEM, Incorporated	Provide facilities needs, committee formation, coordination, tracking, and implementation	Extend contract through 6-30-2021	
PSA	1819197	Capital Facilities Fund	School Facilities Consultants	Provide state school building program advisor services	Increase contract value from \$71,000 to \$87,000 and replace rate sheet Exhibit A-1 with revised rate sheet Exhibit A-2	\$16,000.00
ICA	2021065	Special Education	Pediatric Therapy Services, LLC dba The Stepping Stones Group	Provide substitute/temp staff to cover speech services, occupational therapy, physical therapy, nursing, vision itinerant services, interpreters, braille aide, adapted physical education for District students	Increase contract value from \$300,000 to \$600,000	\$300,000.00
ICA	2021066	Special Education	3 Chords, Incorporated dba Therapy Travelers	Provide substitute/temp staff to cover speech services, occupational therapy, physical therapy, school psychologist for District students	Replace rate sheet Exhibit A-1 with revised Exhibit A-2 rate sheet	
MCA	2021135	Special Education	Portview Preparatory, Incorporated	Provide general education programs and special education instruction	Replace rate sheet Exhibit A-1 with revised Exhibit A-2 rate sheet	
PSA	2021170	General Fund	Solution Tree	Provide virtual training for District staff	Increase contract value from \$27,414 to \$111,196	\$83,782.00

\$399,782.00

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

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



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 18th day of February 2021, by and between R.M. SYSTEMS, INCORPORATED, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount estimated to be \$ 50,992.37 the following:

Provide labor and material for replacement of five existing closed-circuit television (CCTV) cameras and install eleven new CCTV cameras at Capistrano Valley High School.

As described in the attached Exhibit A.
2. The term of the Contract shall begin on February 18, 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 Director of Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- W-9 Request for Taxpayer Identification Number and Certification
- Quote/Proposal, dated: No. 12-0220R1, 12-14-2020
- Plans and Specifications/Scope of Work
- Worker's Compensation Certificate
- Purchase Order Number P68A0333
- Liability Insurance Certificate
- Guarantee
- Certification by Contractor of Criminal Records Check
- Contractor's Certificate Regarding Non-Asbestos Containing Materials
- Payment Bond \$ 50,992.37
- Faithful Performance Bond _____
- California State Contractor's License Number 835143
- Drug-Free Workplace Certification
- Tobacco Use Policy
- DIR Registrations No. 1000004635
-
- Other _____

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Dave Lanham
Print Name

Executive Director, Contracts & Purchasing
Title

President
Title

Board Approval Date: February 17, 2021

835143
Contractor's License No.

(Corporate Seal, if Incorporated)

Exhibit A

R.M. SYSTEMS
 Phone: (714) 984-1206 - Fax (714) 984-1209
 C-7/C-10 #835143 Exp. 04/30/2022 - ACO #6064 Exp. 08/31/2022
 CA DIR REGISTRATION #1000004635

Proposal

Prepared By: Kye Crisp

RMS No. : 12-0220R1

Description of Work :

12/14/2020

Install cameras at Capo Valley High School

Total Cost : \$ 50,992.37

Quantity	Materials	Unit Price	Total
Camera Equipment			
4	15C-H4A-3MH-270 - 3x 5 MP, WDR, LightCatcher, 2.8mm, Camera Only	\$ 1,782.00	\$ 7,128.00
4	15C-H4A-3MH-180 - 3x 5 MP, WDR, LightCatcher 4mm, Camera Only	\$ 1,782.00	\$ 7,128.00
8	H4AMH-AD-PEND1 - Outdoor pendant mount adapter	\$ 158.40	\$ 1,267.20
4	H4-MT-CRNR1 - Corner mount adapter	\$ 89.10	\$ 356.40
8	IRPTZ-MNT-WALL1 - Pendant wall arm adapter	\$ 95.05	\$ 760.40
8	H4AMH-DO-COVER1 - Dome Bubble and Cover	\$ 158.40	\$ 1,267.20
8	H4AMH-AD-IRIL1 - IR illuminator	\$ 326.70	\$ 2,613.60
8	POE-INJ2-60W-NA - Indoor single port Gigabit PoE++ 60W, North American power cord included	\$ 148.50	\$ 1,188.00
1	5.0C-H5SL-DO1-IR - 5.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3.1-8.4mm f/1.6, Integrated IR	\$ 663.30	\$ 663.30
1	H4SL-MT-NPTA1 - NPT adapter for use with H4SL cameras	\$ 29.70	\$ 29.70
1	CM-MT-WALL1 - Pendant wall arm	\$ 69.30	\$ 69.30
9	ACC7 - ACC 7 Enterprise Edition camera license	\$ 287.10	\$ 2,583.90
Data Cabling			
9	Cat 6 drop 5+ at single site	\$ 296.00	\$ 2,664.00
1	Misc connectors and boxes	\$ 500.00	\$ 500.00
Wireless Radio Equipment			
4	FM1200V-HW - Fluid Mesh Single MIMO Radio	\$ 646.00	\$ 2,584.00
4	FM-BRKT - Pole mount bracket	\$ 55.00	\$ 220.00
4	FM1200V-UN - 100MBPS Ethernet Throughput	\$ 1,565.00	\$ 6,260.00
4	FM-SUP-Y-VOLO - Fluidcare Plan for Volo and Radios	\$ 90.00	\$ 360.00
2	CNGE2FE8MSPOE+ - 8 PORT SWITCH	\$ 1,166.00	\$ 2,332.00
Equipment Subtotal			\$ 39,975.00

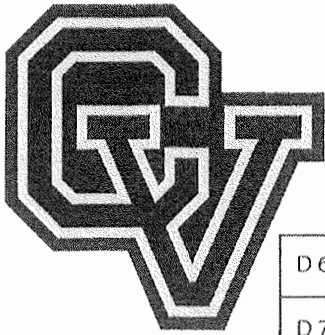
Hours	Labor Designation	Hourly Rate	Total
95	Installation and adjustment	\$ 78.67	\$ 7,473.65
1	Cofiguration and programming	\$ 1,400.00	\$ 1,400.00
Labor Total :			\$ 8,873.65

Hours	Equipment / Rental	Total	
1	Lift Rental	\$ 900.00	\$ 900.00
Equipment Total :			\$ 900.00

Subtotal : \$ 49,748.65
 Bond : \$ 1,243.72
Total : \$ 50,992.37

Acceptance and Authorization to Proceed:

Signature: *[Handwritten Signature]* Date: 12/15/20
 Company: CVSO MBO



CAPISTRANO VALLEY HIGH SCHOOL

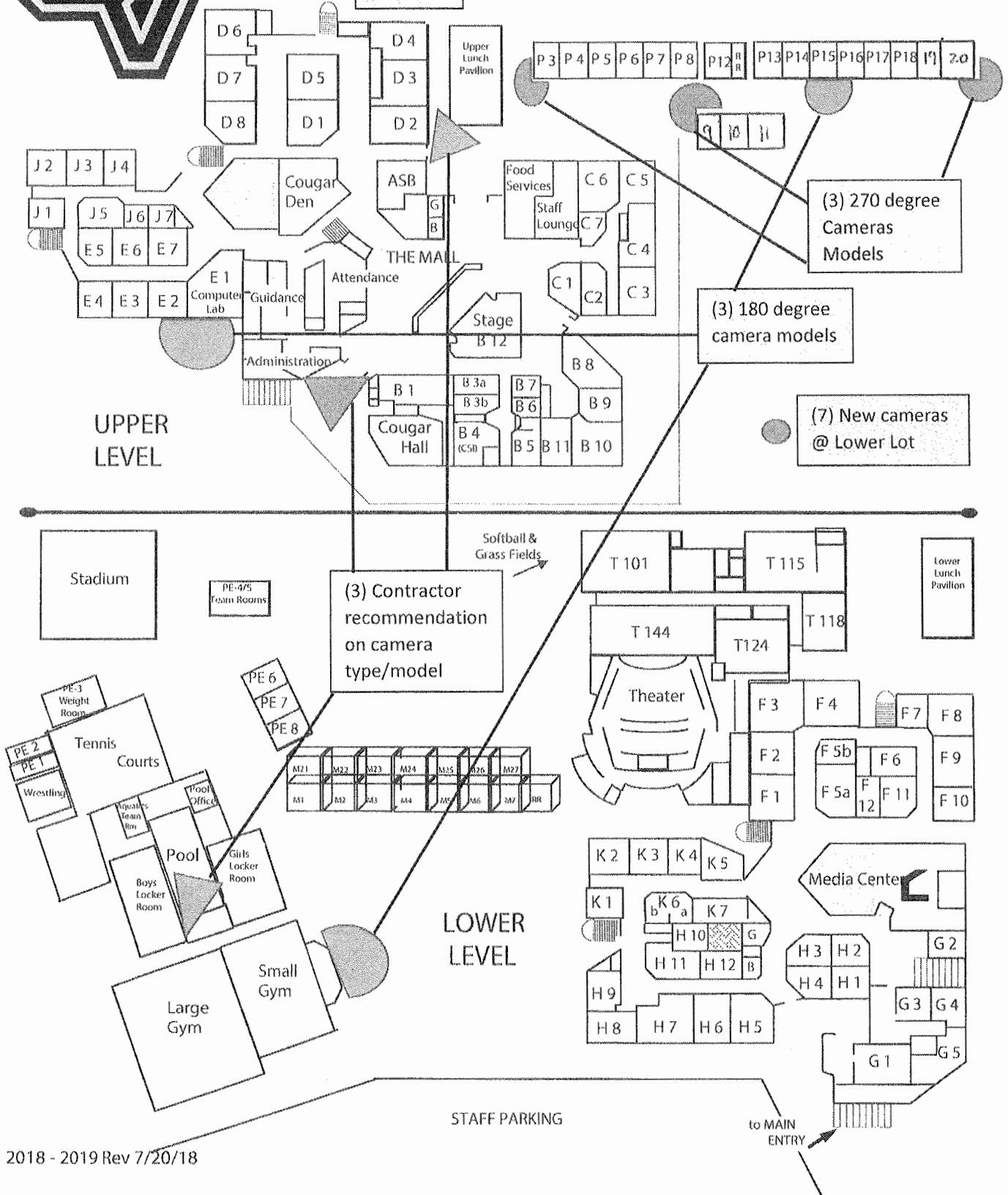
26301 VIA ESCOLAR

MISSION VIEJO, CALIFORNIA 92692

949.364.6100

WWW.CVHS.COM

- (5) CCTV Replacement
- (11) NEW



2018 - 2019 Rev 7/20/18



MASTER CONTRACT AGREEMENT

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

MOUTAIN VALLEY CHILD AND FAMILY SERVICES, 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, 2020 through June 30, 2021.

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

Master Contract Special Conditions Required Documents and Certifications
 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 : February 17, 2021

“CONTRACTOR”

By: Mountain Valley Child and Family Services, Incorporated
Name: Teresa Petrie
Title: Contracts
Email: teresa@mv.email

EXHIBIT A: 2020-2021 RATES

CONTRACTOR <u>Mountain Valley Child and Family Services, Incorporated</u>	CONTRACTOR NUMBER <u>34-67314-7099757</u> <u>34-67134-7048887</u> <u>29-66357-6936876</u>	2020-2021 (CONTRACT YEAR)
(NONPUBLIC SCHOOL OR AGENCY)		

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

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

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction- Bar Du & Gerber</u>	<u>\$183.00</u>	<u>School Day</u>
Basic Education Program/Special Education Instruction – Nevada City	<u>\$195.70</u>	<u>School Day</u>

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

B. Related Services

- | | | |
|---|-----------------|---------------------|
| a. Transportation – Round Trip | _____ | _____ |
| b. Transportation – One Way | _____ | _____ |
| c. Transportation – Dual Enrollment | _____ | _____ |
| d. Public Transportation | _____ | _____ |
| e. Parent* | _____ | _____ |
| a. Educational Counseling – Individual | _____ | _____ |
| b. Educational Counseling – Group of _____ | _____ | _____ |
| c. Counseling – Parent | _____ | _____ |
| a. Adapted Physical Education – Individual | _____ | _____ |
| b. Adapted Physical Education – Group of _____ | _____ | _____ |
| c. Adapted Physical Education – Group of _____ | _____ | _____ |
| a. Language and Speech Therapy – Individual | _____ | _____ |
| b. Language and Speech Therapy – Group of 2 | _____ | _____ |
| c. Language and Speech Therapy – Group of 3 | _____ | _____ |
| d. Language and Speech Therapy – Per diem | _____ | _____ |
| e. Language and Speech – Consultation Rate | _____ | _____ |
| a. Additional Classroom Aide – Individual (must be authorized on IEP) | _____ | _____ |
| b. Additional Instructional Assistant – Group of 2 | _____ | _____ |
| c. Additional Instructional Assistant – Group of 3 | _____ | _____ |
| Intensive Special Education Instruction** | _____ | _____ |
| 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 | _____ | _____ |
| Physical Therapy | _____ | _____ |
| a. Behavior Intervention | _____ | _____ |
| b. Behavior Intervention – Supervision | _____ | _____ |
| Provided by: _____ | _____ | _____ |
| Nursing Services | _____ | _____ |
| Residential Board and Care & ERMHS | <u>\$641.25</u> | <u>Calendar Day</u> |
| Residential Mental Health Services | _____ | _____ |

*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 **February 18, 2021** (“Effective Date”) by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 (“District”) and the consultant listed below (“Consultant”). District and Consultant may be referred to as “Party” or collectively as the “Parties”.

DAVID KIRSCHEN, O.D., PhD dba CUSTOMIZED VISION CARE

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$900.00** in the aggregate under term of this Agreement.

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

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

General Conditions Special Conditions Required Documents and Certifications 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 : February 17, 2021

Contractor

Signature: _____
Name: David Kirschen, O.D., PhD
Title: Owner
Address: 428 S. Brea Blvd
Brea, CA 92821
Email Address: patients@cvcbrea.com

EXHIBIT A

2020-2021 Rate Sheet

DAVID KIRSCHEN, O.D.

CUSTOMIZED VISION CARE

428 S. BREA BLVD

BREA, CA 92821

714-529-2470

patients@cvcbrea.com

Comprehensive Educational Vision Assessment = \$450.00



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services (“Agreement”) is effective as of **February 18, 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”.

CALIFORNIA INDUSTRIAL REFRIGERATION MACHINES, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$19,800.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **January 11, 2021 through March 31, 2021** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : February 17, 2021

Contractor

Signature: _____
 Name: Rahim Mansoor Ghelani
 Title: RMO/CEO/PRES
 Address: 3197 Cornerstone Drive
Eastvale, CA 91752
 Email Address: rghelani@caindustrial.com

California Industrial

**Refrigeration/Machines
Sales • Service • Installations**

Contractors's License Number 908471

Estimate

Date December 28, 2020

Terms P.ORDER

Ship Date: - UPON APPROVAL

Estimate Number **20-5712**

Phone # (949) 234-9527

Fax # (949) 248-7104

To: CAPISTRANO UNIFIED SCHOOL DISTRICT
32972 CALLE PERFECTO
SAN JUAN CAPISTRANO, CA 92675

Attention TED NORMAN - DIRECTOR OF MAINTENANCE & OPERATIONS

Item	Description	Amount
	<p>SUB: PREVENTATIVE MAINTENANCE SERVICE COOLING TOWERS</p> <p><i>NOTE: PER DISTRICT'S REQUEST, PROPOSAL FOR ANNUAL PREVENTATIVE MAINTENANCE SERVICE ON COOLING TOWERS.</i></p> <p><i>NOTE: WORK WILL BE PERFORMED DURING REGULAR BUSINESS HOURS M-F 9-5</i></p> <p><i>NOTE: DIR PREVAILING WAGE LABOR REQUIRED</i></p> <p><u>SCOPE OF WORK:</u></p> <p>1. SCHEDULE WITH FACILITY FOR ACCESS TO SITE</p> <p>2. VISUALLY CHECK AND INSPECT COOLING TOWER SURROUNDING AREAS. ADVISE IF ANY ABNORMALITIES OR LEAKS ARE OBSERVED</p> <p>3. VISUALLY CHECK AND INSPECT GENERAL CONDITION OF UNIT. CHECK FOR UNUSUAL NOISE OR VIBRATION. ADVISE</p> <p style="text-align: right;">CONTINUED...</p>	
<p>Notes: ABOVE PRICE DOES NOT INCLUDE PLANS, PERMITS, PERMIT FEES, OSHPD, SALES TAX ON PARTS, FREIGHT, TITLE 24, PERFORMANCE/PAYMENT BONDS, SPECIALTY/ADDITIONAL INSURANCE, ARCHITECT & ENGINEERING FEES; UNLESS OTHERWISE STATED.</p>		
<p>This estimate expires: 1/27/2021</p>		

Accepted:

Company: _____

By: _____
Name: _____ Date: _____

By: _____
Manager _____ Date: 12/ 28 / 20

**3197 Cornerstone Drive, • Eastvale, CA 91752
(800) 626-9799 • (951) 361-0040 • (951) 361-0070 FAX**

California Industrial

Refrigeration/Machines
Sales • Service • Installations

Contractors's License Number 908471

Estimate

Date December 28, 2020

Terms P.ORDER

To: CAPISTRANO UNIFIED SCHOOL DISTRICT
32972 CALLE PERFECTO
SAN JUAN CAPISTRANO, CA 92675

Ship Date: - UPON APPROVAL

Estimate Number **20-5712**

Phone # (949) 234-9527

Fax # (949) 248-7104

Attention TED NORMAN - DIRECTOR OF MAINTENANCE & OPERATIONS

Item	Description	Amount
4.	SHUTDOWN COOLING TOWER AND SUPPORTING PUMP EQUIPMENT PER MANUFACTURER'S PROCEDURES	
5.	LOCK OUT TAG OUT ELECTRICAL	
6.	DRAIN COOLING TOWER USING EXISTING DRAIN ISOLATION VALVE	
7.	REMOVE COOLING TOWER SIDE PANELS AS NEEDED	
8.	VISUALLY CHECK AND INSPECT AIR INLET LOUVERS	
9.	VISUALLY CHECK AND INSPECT DRIFT ELIMINATORS	
10.	HYDRO-PRESSURE WASH SIDE PANELS TO REMOVE SCALE AND BUILDUP AS BEST POSSIBLE	
11.	HYDRO-PRESSURE WASH COOLING TOWER SUMP TO LOOSEN SCALE AS BEST POSSIBLE	
12.	VACUUM AND CLEAN SUMP AND REMOVE LOOSENED DEBRIS	
CONTINUED...		
Notes: ABOVE PRICE DOES NOT INCLUDE PLANS, PERMITS, PERMIT FEES, OSHPD, SALES TAX ON PARTS, FREIGHT, TITLE 24, PERFORMANCE/PAYMENT BONDS, SPECIALTY/ADDITIONAL INSURANCE, ARCHITECT & ENGINEERING FEES; UNLESS OTHERWISE STATED.		
This estimate expires: 1/27/2021		

Accepted:

Company: _____

By: _____
Name: _____ Date: _____

By: _____
Manager _____ Date: 12/28/20

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32972 CALLE PERFECTO
SAN JUAN CAPISTRANO, CA 92675

Ship Date: - UPON APPROVAL

Estimate Number **20-5712**

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Fax # (949) 248-7104

Attention TED NORMAN - DIRECTOR OF MAINTENANCE & OPERATIONS

Item	Description	Amount
13.	OPEN AND CLEAN BASIN PAN STRAINER AS NEEDED	
14.	OPEN AND CLEAN INLET Y-STRAINER AS NEEDED	
15.	VISUALLY CHECK AND INSPECT COOLING TOWER SPRAYER NOZZLES AND CLEAN AS BEST POSSIBLE. ADVISE	
16.	VISUALLY CHECK AND INSPECT CONDENSER MAKEUP WATER ASSEMBLY	
17.	ADJUST WATER FILL FLOAT AS NEEDED	
18.	EXERCISE ISOLATION VALVES FOR DRAIN AND OVERFLOW	
19.	FLUSH WATER DISTRIBUTION SYSTEM	
20.	FILL SYSTEM WITH WATER AND ADJUST WATER LEVEL	
21.	CHECK AND ADJUST BLEED RATE AS NEEDED	
22.	VISUALLY CHECK AND INSPECT DRIVE ASSEMBLY INCLUDING PULLEYS, BEARINGS, SHEAVES, BELTS, FAN HUBS, AND MOTOR	
CONTINUED...		
Notes: ABOVE PRICE DOES NOT INCLUDE PLANS, PERMITS, PERMIT FEES, OSHPD, SALES TAX ON PARTS, FREIGHT, TITLE 24, PERFORMANCE/PAYMENT BONDS, SPECIALTY/ADDITIONAL INSURANCE, ARCHITECT & ENGINEERING FEES; UNLESS OTHERWISE STATED.		
This estimate expires: 1/27/2021		

Accepted:

Company: _____

By: _____
Name: _____ Date: _____

By: _____
Manager _____ Date: 12/28/20

3197 Cornerstone Drive, • Eastvale, CA 91752
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Estimate

Date December 28, 2020

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Ship Date: - UPON APPROVAL

To: CAPISTRANO UNIFIED SCHOOL DISTRICT
32972 CALLE PERFECTO
SAN JUAN CAPISTRANO, CA 92675

Estimate Number **20-5712**

Phone # (949) 234-9527

Fax # (949) 248-7104

Attention TED NORMAN - DIRECTOR OF MAINTENANCE & OPERATIONS

Item	Description	Amount
23.	LUBRICATE SHAFT BEARINGS AS NEEDED	
24.	LUBRICATE MOTOR BASE ADJUST SCREW AS NEEDED	
25.	CHECK AND ADJUST DRIVE ALIGNMENT. ADJUST AS NEEDED	
26.	VISUALLY CHECK AND INSPECT BELT. ADJUST BELT TENSION AS NEEDED. ADVISE IF BELT NEEDS TO BE REPLACED	
27.	CHECK AND INSPECT DRIVE MOTOR.	
28.	MEGGER TEST MOTOR CONNECTIONS AND RECORD. ADVISE	
29.	CHECK AND RECORD MOTOR VOLTAGE AND CURRENT	
30.	VISUALLY CHECK AND INSPECT FAN BLOWER WHEEL/BLADE EXTERIOR. ADVISE	
31.	CHECK EXTERIOR OF FAN BLADES FOR CRACKS, MISSING BALANCING WEIGHTS, AND VIBRATIONS	
32.	CLEAN EXTERIOR OF FAN BLOWER WHEEL/BLADE	
CONTINUED...		
<p>Notes: ABOVE PRICE DOES NOT INCLUDE PLANS, PERMITS, PERMIT FEES, OSHPD, SALES TAX ON PARTS, FREIGHT, TITLE 24, PERFORMANCE/PAYMENT BONDS, SPECIALTY/ADDITIONAL INSURANCE, ARCHITECT & ENGINEERING FEES; UNLESS OTHERWISE STATED.</p> <p>This estimate expires: 1/27/2021</p>		

Accepted:

Company: _____

By: _____
Name: _____ Date: _____

By: _____
Manager _____ Date: 12/28/20

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To: CAPISTRANO UNIFIED SCHOOL DISTRICT
32972 CALLE PERFECTO
SAN JUAN CAPISTRANO, CA 92675

Attention TED NORMAN - DIRECTOR OF MAINTENANCE & OPERATIONS

Item	Description	Amount
33.	SCRAPE SHAFT AND REMOVE RUST/CORROSION AS NEEDED. COAT WITH CORROSION INHIBITOR AS NEEDED	
34.	REASSEMBLE UNIT	
35.	VISUALLY CHECK AND INSPECT INLET AND OUTLET WATER PIPING. ADVISE.	
36.	VISUALLY CHECK AND INSPECT CONDENSER WATER/SPRAY PUMP. ADVISE	
37.	STARTUP COOLING TOWER AND VERIFY OPERATION. CHECK FAN ROTATION	
38.	PLACE IN SERVICE	
	BUDGETARY ESTIMATED COST: \$2,200.00/TOWER <i>INCLUDES: DIR PREVAILING WAGE LABOR, RUST INHIBITOR, REPORTING</i>	

Notes: ABOVE PRICE DOES NOT INCLUDE PLANS, PERMITS, PERMIT FEES, OSHPD, SALES TAX ON PARTS, FREIGHT, TITLE 24, PERFORMANCE/PAYMENT BONDS, SPECIALTY/ADDITIONAL INSURANCE, ARCHITECT & ENGINEERING FEES; UNLESS OTHERWISE STATED.

This estimate expires: 1/27/2021

Accepted:

Company: _____

By: _____
Name: _____ Date: _____

By: _____
Manager _____ Date: 12/28/20

3197 Cornerstone Drive, • Eastvale, CA 91752
(800) 626-9799 • (951) 361-0040 • (951) 361-0070 FAX



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services (“Agreement”) is effective as of **February 18, 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”.

A-TECH CONSULTING, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$1,050.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **December 15, 2020 through June 30, 2021** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

Contractor

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date : February 17, 2021

Signature: _____
 Name: Robert Williams
 Title: President
 Address: 1640 N. Batavia Street
Orange, Ca. 92867
 Email Address: robertw@atechinc.net



December 04, 2020

Capistrano Unified School District c/o TELACU Construction Management, Inc.
 33122 Valle Road
 San Juan Capistrano, California 92675

Attn: Mr. Greg Smith

Re: Philip Reilly Elementary
 24171 Pavion, Courtyard, Excavation Area
 Mission Viejo, California 92692

Dear Mr. Smith,

Thank you for allowing A-Tech Consulting, Inc. (**A-Tech**) the opportunity to provide you with a cost proposal. This proposal is in response to your request that **A-Tech** conducts the Limited Asbestos Assessment at the above referenced site.

The professional services provided by **A-Tech** will consist of the following:

LIMITED ASBESTOS ASSESSMENT

- This assessment will satisfy all the requirements of a pre-renovation assessment, in accordance with Cal-OSHA Rule Title 8 CCR 1529 and NESHAP/SCAQMD Rule 1403, as it pertains to this project only.
- Inspection of the Evacuation Area and bulk sampling of suspect asbestos-containing materials (ACM) by a state certified asbestos consultant or certified site surveillance technician (CAC or CSST), utilizing AHERA sampling protocols. We will need access to all locations.
- Analysis of suspect ACM samples by a NVLAP accredited laboratory, utilizing Polarized Light Microscopy (PLM) with dispersion staining, in accordance with current regulatory requirements. Sample analysis is based on 24 Hour laboratory analysis.
- Review of any proposed renovation plans, if available
- Report preparation including sample locations, friability evaluations and remedial recommendations.

PRICING

Based on the information gathered, we propose to provide the following professional consulting services:

LIMITED ASBESTOS ASSESSMENT – 3 Hour Laboratory Analysis

Item	Total
Limited Asbestos Assessment, including Project Management, Certified Site Surveillance Technician, 3 Hour Laboratory Analysis and Report Documentation	Not to Exceed \$1,050.00

SCHEDULE

A-Tech anticipates completing all fieldwork within one (1) business day. Verbal results will be available within one (1) business day from completion of all fieldwork and deliverance of sample(s) to laboratory. The comprehensive report will be delivered within one to two (1-2) business day from receipt of laboratory results.

I trust that this proposal will meet with your approval and look forward to working with you. Should you have any questions, please feel free to contact me at (714) 434-6360 office.

Sincerely,

A-Tech Consulting, Inc.



Joseph A. Williams, CAC, DPH
CAC #14-5269 DPH #19524
joew@atechinc.net

To proceed with scheduling, kindly reply to PM@atechinc.net and accounting@atechinc.net

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

This Project Addendum to Agreement for Architectural Services (“**Addendum**”) is made as of **February 17, 2021**, and forms a part of the Agreement for Architectural Services between **Capistrano Unified School District**, a California public school district (“**District**”) and **Wolff Lang Christopher Architects, Incorporated dba WLC Architects, Incorporated** (“**Architect**”) (collectively “**Parties**”) dated **April 19, 2017** (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

Portable Repair at Dana Hills High School, located at 33333 Golden Lantern Street, Dana Point, Ca. 92629, 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:
Portable Repair at Dana Hills High School

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:

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

- 3.3. All proposed Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District reserves the right to replace any consultant in the best interest of the Project.
- 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 Five thousand dollars (\$5,000.00). The Fee is based on 15% of the Construction Cost Budget, including all Consultant(s)' fee(s).

[OR]

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

[OR]

An amount equal to _____ percent (____%) of the Construction Cost Budget. The estimated Construction Cost Budget at the time of execution of this Agreement is _____ dollars (\$____), therefore the estimated fee is _____ dollars (\$____). (\$_____ x 0.____ = \$_____). The Fee shall adjust based on the Construction Cost Budget at the end of the Design Development Phase. At that time, the Parties shall set the Fee as a fixed fee based on the Construction Cost Budget at that time. **USE THIS LANGUAGE ONLY WHEN YOU WANT TO FIX THE FEE AT A SPECIFIC POINT IN THE DESIGN PROCESS—HERE IT IS SET AT THE END OF DESIGN DEVELOPMENT. DO NOT USE THIS LANGUAGE IN INSTANCES WHEN YOU ARE PAYING A PERCENTAGE OF THE CONSTRUCTION COST BUDGET THROUGH COMPLETION, INCLUDING**

CHANGE ORDERS.]

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

Exhibit “A,” Section I (MEETINGS / SITE VISITS / WORKSHOP)

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

- 9.3. Meetings During Project Initiation Phase (as needed)
- 9.4. Initial Site Visits (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
Professional Staff	\$165.00
Intermediate Staff	\$115.00
Staff	\$115.00

PROJECT ADDENDUM – AGREEMENT FOR ARCHITECTURAL SERVICES

**Capistrano USD & Wolff Lang Christopher Architects,
Incorporated dba WLC Architects, Incorporated**

Portable Repair at Dana Hills High School

Support Specialist	\$115.00
Clerical Staff	\$115.00
Intern	\$95.00

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

Exhibit "C" (SCHEDULE OF WORK)

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

Phase	Date to be Completed or Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
Pre- Design/Architectural Program Development Phase:	7 days
For Schematic Design Phase:	days
For Design Development Phase:	days
For Construction Documents Phase:	days
For Bidding Phase:	days
For Construction Administration Phase:	days
For Close Out:	6/30/2021

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

Dated: February 17, 2021

Dated: _____, 20__

Capistrano Unified School District

**Wolff Lang Christopher Architects, Incorporated dba
WLC Architects, Incorporated**

By: _____

By: _____

Print Name: Lynh N. Rust

Print Name: Bruce Ou

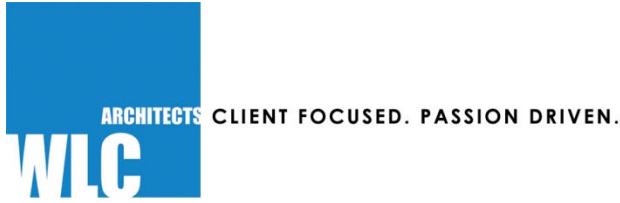
Print Title: Executive Director, Contracts &
Purchasing

Print Title: Principal

PROJECT ADDENDUM – AGREEMENT FOR ARCHITECTURAL SERVICES

**Capistrano USD & Wolff Lang Christopher Architects,
Incorporated dba WLC Architects, Incorporated**

Portable Repair at Dana Hills High School



December 23, 2020

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

Re: Architectural / Engineering Fee Proposal
Dana Hills High School Portable Repair

Dear John:

WLC Architects is pleased to submit a proposal to provide architectural and engineering services for the project listed above.

Scope of Work:

WLC Architects will assist the District with the following:

1. Field verify existing conditions
2. Prepare Letter of Repair Recommendation
3. Final Site Punch Walk

Excluded Services:

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

Mr. John G. Forney
Architectural / Engineering Fee Proposal
Dana Hills High School Portable Repair
December 23, 2020
Page 2

Contract Format:

Extension of the District's Owner-Architect Agreement.

Proposed Compensation:

Fee Proposal for Dana Hills High School Portable Repair

WLC proposes to provide the architectural services described above for the Dana Hills High School Portable Repair Project for a fixed fee of \$5,000.00.

Reimbursable Expenses:

N/A

Project Schedule:

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

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

Sincerely,



BRUCE OU
Architect, AIA
NCARB, LEED™ AP
Principal

BO:gs/20071-mkt



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services (“Agreement”) is effective as of **February 18, 2021** (“Effective Date”) by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 (“District”) and the consultant listed below (“Consultant”). District and Consultant may be referred to as “Party” or collectively as the “Parties”.

DOUGLAS W. STEPHEY OD, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$4,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **January 25, 2021 to June 30, 2021**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

General Conditions Special Conditions Required Documents and Certifications 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 : February 17, 2021

Contractor

Signature: _____
Name: Douglas W. Stephey
Title: Owner
Address: 208 W. Badillo Street
Covina, CA 91723
Email Address: dstephey@verizon.net

Douglas W. Stephey, O.D., M.S.

208 West Badillo St., Covina, CA 91723

Phone 626-332-4510 Fax 626-332-2630

dstephey@verizon.net**Vision Therapy Fees AY 2020-2021**

This document should be listed as an Appendix referenced in the contract itself.

Vision therapy assessment	\$525-700
In office vision therapy/ 45' session (30' active therapy)	\$175
Equipment, materials, etc.	\$130-750

Global fees include an initial training visit, software and hardware as required, phone and internet progress examinations, in office progress exams (2-3) scheduled intermittently over the first 8-12 weeks. In office visits beyond the initial 90 days may incur additional fees:

Global fee Visual / Motor planning/sequencing (IM) (IM Interactive Metronome)	\$1800
Global fee PATH/magnocellular vision	\$1800
Global fee Visual Efficiency/Binocular Vision (HTS)	\$800
Global Fees for Visual Vestibular therapy (i.e.-TLP, iLS, InTime)	\$2400
Global Fees for PTS-II (visual perceptual therapy)	\$600
Global Fees for Oculomotor therapy	\$800
Global Fees for CogMed therapy	\$1800
Global Fees for Safe and Sound Program	\$500.00
Primitive Reflex Manual	\$160.00
The Movement Program	\$300.00
IEP Reports	\$80.00/page (avg 6 pages)
Travel and Attendance at IEP meetings, etc travel time included	\$350/hour
Attendance at meetings	\$350/hour (minimum billing 1 hour)
Teleconferencing	\$350/hour (minimum billing 30')
Student Records Review	\$350.00/hour
Site Visit / Classroom Observation including travel time	\$350/hour (minimum billing 1 hour)
IEP notes review (district to supply the records)	\$350/hour (minimum 30')

As I am scheduling otherwise unreimbursed time out of my office, teleconferencing and in person attendance fees will apply if meeting dates are not cancelled by email within 72 hours prior to their scheduled dates (week end days do not apply), i.e.- cancelled Monday meetings must be cancelled no later than Wednesday of the week prior.

FOUTH EXTENSION TO PSA NO. 1819181

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND KITCHELL CEM, INCORPORATED

This Fourth Extension to PSA No. 1819181 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Kitchell CEM, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on December 12, 2018, District's Board of Trustees approved an Agreement with Consultant for the term from December 1, 2018 through June 30, 2019 under which Consultant would provide services described therein.

WHEREAS, on August 21, 2019, District's Board of Trustees approved the First Extension to PSA No. 1819181 for the term June 30, 2019 through December 20, 2019 with Consultant;

WHEREAS, on January 15, 2020, District's Board of Trustees approved the Second Extension to PSA No. 1819281 for the term December 20, 2019 through June 30, 2020 with Consultant;

WHEREAS, on June 17, 2020, District's Board of Trustees approved the Third Extension to PSA No. 1819281 for the term June 30, 2020 through December 30, 2020 with Consultant. A copy of said Second Extension is attached as Exhibit 4 to this Third Extension to Agreement; and

WHEREAS, District desires to extend PSA No. 1819181 through June 30, 2021;

NOW, THEREFORE, said Agreement is amended as follows:

1. PSA No. 1819181 shall be extended through June 30, 2021.

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

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Wendy Cohen
Print Name

Executive Director, Contracts & Purchasing
Title

Vice President Operations
Title

Board Approval Date: February 17, 2021

Date: _____

EXHIBIT 4

THIRD EXTENSION TO PSA NO. 1819181

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND KITCHELL CEM, INCORPORATED

This Third Extension to PSA No. 1819181 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Kitchell CEM, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on December 12, 2018, District's Board of Trustees approved an Agreement with Consultant for the term from December 1, 2018 through June 30, 2019 under which Consultant would provide services described therein.

WHEREAS, on August 21, 2019, District's Board of Trustees approved the First Extension to PSA No. 1819181 for the term December 1, 2018 through December 30, 2019 with Consultant.

WHEREAS, on January 15, 2020, District's Board of Trustees approved the Second Extension to PSA No. 1819281 for the term December 1, 2018 through June 30, 2020 with Consultant. A copy of said Second Extension is attached as Exhibit 3 to this Third Extension to Agreement; and


WHEREAS, District desires to extend PSA No. 1819181 through December 30, 2020;

NOW, THEREFORE, said Agreement is amended as follows:

1. PSA No. 1819181 shall be extended through December 30, 2020.
2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

DocuSigned by:

 By: 645C022CF662410...
 Signature

By: Wendy Cohen Digitally signed by Wendy Cohen
 Date: 2020.06.01 10:10:22 -07'00'
 Signature

Lynh N. Rust
 Print Name

Wendy Cohen
 Print Name

Executive Director, Contracts & Purchasing
 Title

Vice President Operations
 Title

Board Approval Date: June 17, 2020

Date: June 1, 2020

SECOND EXTENSION TO PSA NO. 1819181

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND KITCHELL CEM, INCORPORATED

This Second Extension to PSA No. 1819181 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Kitchell CEM, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on December 12, 2018, District's Board of Trustees approved an Agreement with Consultant for the term from December 1, 2018 through June 30, 2019 under which Consultant would provide services described therein.

WHEREAS, on August 21, 2019, District's Board of Trustees approved the First Extension to PSA No. 1819181 with Consultant. A copy of said Agreement is attached as Exhibit 2 to this Second Extension to Agreement; and

WHEREAS, District desires to extend PSA No. 1819181 through June 30, 2020;

NOW, THEREFORE, said Agreement is amended as follows:

1. PSA No. 1819181 shall be extended through June 30, 2020.

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

Capistrano Unified School District

Vendor

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

By: Wendy Cohen Digitally signed by Wendy Cohen
Date: 2020.06.01 09:56:24 -07'00'
Signature

Lynh N. Rust
Print Name

Wendy Cohen
Print Name

Executive Director, Contracts & Purchasing
Title

Vice President Operations
Title

Board Approval Date: January 15, 2020

Date: June 1, 2020

EXHIBIT 2

FIRST EXTENSION TO PSA NO. 1819181

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND KITCHELL CEM,
INCORPORATED

This First Extension to PSA No. 1819181 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Kitchell CEM, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on December 12, 2018, District's Board of Trustees approved an Agreement with Consultant for the term from December 1, 2018 through June 30, 2019 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Extension to Agreement; and


WHEREAS, District desires to extend PSA No. 1819181 through December 20, 2019;

NOW, THEREFORE, said Agreement is amended as follows:

1. PSA No. 1819181 shall be extended through December 20, 2019.
2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By:  _____
Signature

By:  _____
Signature

Lynh N. Rust _____
Print Name

~~David Giannelli~~ Wendy Cohen _____
Print Name

Executive Director, Contracts & Purchasing _____
Title

~~Senior Vice President~~ Operations _____
Title

Board Approval Date: August 21, 2019

Date: 12.20.19 _____



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of December 13, 2018 ("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".

KITCHELL CEM, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$60,000.00** in the aggregate under term of this Agreement.

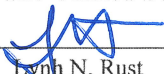
Term of Agreement. The term of this base Agreement is for **December 1, 2018 to June 30, 2019**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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.

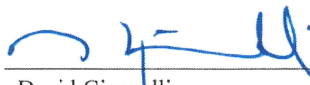
General Conditions Special Conditions Required Documents and Certifications Purchase Order(s)

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

Capistrano Unified School District

By: 
 Name: Lynn N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: December 12, 2018

Contractor

Signature: 
 Name: David Giannelli
 Title: Senior Vice President
 Address: 2450 Venture Oaks Way, Suite 500
Sacramento, Ca. 95833
 Email Address: dgiannelli@kitchell.com

GENERAL CONDITIONS

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

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

the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

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

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

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

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

C. Expedited Arbitration

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

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

✓ Professional License to Practice

Certificates of Insurance

✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04

OR

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

- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Articles 9 & 10

✓ Certification by Consultant Criminal Records Check

✓ W-9



October 22, 2018

John Forney, Chief Facilities Officer
Capistrano Unified School District
32122 Valle Road
San Juan Capistrano, CA 92675

Re: Proposal for Facilities Consulting Services

Dear John:

It has been a pleasure to work with your team as we work to prioritize the facilities needs of the District. Attached you will find a fee proposal to continue our work with the District. The scope is focused primarily on developing the complete facilities needs for the schools within the Ranch Santa Margarita, Mission Viejo, San Juan Capistrano and unincorporated areas for a total of 23 schools. The outcome of this work will help the District to better plan for the future.

Kitchell is committed to providing collaborative and client-focused services that provide long term value for our clients. We thank you for the consideration and look forward to continuing our work with you. Should you have any questions upon your review, please feel free to contact me directly at 619.456.7372.

Sincerely,

A handwritten signature in blue ink that reads "Wendy M. Cohen".

Wendy M. Cohen
Vice President

**Kitchell Proposal
Capistrano USD**

10/22/2018

Description of Services	Hours	Rate	Total Cost	Notes
Create School Data Sheets (23 Schools)	23	\$ 155	\$ 3,565	Total of 23 schools listed below.
School Meetings (23 Schools)	92	\$ 170	\$ 15,640	2 Meetings per School / 2 hours each
Revise School Data Sheets After Meetings	23	\$ 155	\$ 3,565	2 revisions per each school; 30 minutes each
Review & Scoping of Prioritized Projects	46	\$ 155	\$ 7,130	2 hours per school
Estimating Priority Projects	92	\$ 155	\$ 14,260	4 hours per school
Develop Draft Final Report	24	\$ 155	\$ 3,720	Create an executive summary & recommendations.
Monthly Schedule Updates	8	\$ 155	\$ 1,240	4 updates @ 2 hours per update
Capo USD / Kitchell Meetings	8	\$ 170	\$ 1,360	Total of 8 hours.
Presentation Preparation for Facilities Committee & Board Meeting	16	\$ 170	\$ 2,720	Total of 4 presentations.
Board Meeting Attendance (3 Meetings)	12	\$ 170	\$ 2,040	Between January and April - 4 hours each
As Needed Hours	28	\$ 170	\$ 4,760	As directed by District.
			\$ 60,000	

Proposed Schedule:

December 2018 - Create Facility Data Sheets & Schedule Principal Outreach Meetings

January 2019 - Conduct Principal Outreach Meetings

February 2019 - Principal / Community Outreach

March 2019 - Obtain Principal Feedback / Project Priorities

April 2019 - Scope and estimate prioritized projects, prepare final report, board presentations, etc.

Includes the following schools:

Rancho Santa Margarita		Level
Arroyo Vista		ES
Tijeras Creek		ES
Arroyo Vista		MS

SJC (2)		Level
Ambuehl		ES
San Juan Hills		HS

Mission Viejo		Level
Castille		ES
Reilly		ES
Bathgate		ES
Hankey		ES
Viejo		ES
Newhart		MS
Hankey		MS
Capistrano Valley		HS

Unincorporated		Level
Chaparral		ES
Ladera Ranch		ES
Oso Grande		ES
Las Flores		ES
Wagon Wheel		ES
Esencia		ES
Ladera Ranch		MS
Las Flores		MS
Esencia		MS
Tesoro		HS

THIRD AMENDMENT TO PSA NO. 1819197

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SCHOOL FACILITY CONSULTANTS

This Third Amendment to PSA No. 1819197 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and School Facility Consultants (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on January 24, 2019, District's Board of Trustees approved an Agreement with Consultant for the term from January 23, 2019 through January 22, 2020 under which Consultant would provide services described therein;

WHEREAS, on January 15, 2020, Districts Board of Trustees approved the First Amendment to PSA No. 1819197 with Consultant;

WHEREAS, on January 20, 2021, District Board of Trustees approved the Second Amendment to PSA No. 1819197 with Consultant. A copy of said Amendment is attached as Exhibit 3 to this Third Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 1819197 to reflect a revised contract value of \$87,000.00;

WHEREAS, District desires to amend PSA No. 1819197 to reflect a revised rate sheet, Exhibit A-2 superseding Exhibit A-1;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by contractor under this Agreement is estimated to be \$87,000.00 in the aggregate under the term of this Agreement, as amended.

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

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

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Alexander R. Murdoch
Print Name

Executive Director, Contracts & Purchasing
Title

President
Title

Board Approval Date: February 17, 2021

Date: _____



1303 J STREET, Suite 500
 SACRAMENTO, CA 95814
 PHONE: (916) 441-5063
 FACSIMILE: (916) 441-2848
 WWW.S-F-C.ORG

January 8, 2021

Mr. John Forney
 Chief Facilities Officer
 Facility, Maintenance & Operations
 Capistrano Unified School District
 33122 Valle Road
 San Juan Capistrano, CA 92675

Subject: Proposal for Contract Renewal

Dear Mr. Forney:

School Facility Consultants ("SFC") is pleased to submit this Proposal for Contract Renewal to the Capistrano Unified School District ("District"). Per your request, the District desires to enter into one agreement with SFC for all services. SFC proposes to combine the scope and balances from our existing Agreements numbers 1819197, 1718194, 1718203, 1718202, 1819026, 1819125, and 1819027.

Over the years, SFC has worked with the District to update and establish eligibility in the School Facility Program for both New Construction and Modernization. SFC has filed 6 new construction projects and 7 modernization projects requesting over \$84 million on behalf of the District. To date, the District has received over \$59.5 million in State School Facility Program funding. SFC continues to work with the District to as the submitted applications come up for processing with the Office of Public School Construction.

I propose that SFC continue the services of the past year. The following list summarizes SFC's proposed services:

- Assist the District with the preparation and submittal of California Department of Education (CDE) approvals to maximize all available funding available through the State School Building Program.
- Assist the District and coordinate with associated District consultants the preparation and timely submittal of all new construction and modernization funding applications to the Office of Public School Construction (OPSC) to maximize funding through the State School Building Program.
- Assist the District with applications for Federal and/or Local funding for school facilities, where applicable.
- Participate in strategy meetings with the District and other designated personnel.
- Monitor State Allocation Board (SAB), Office of Public School Construction and legislative meetings to identify provisions of new facility law which advantage or disadvantage District and recommend a course of action.

- Assist the District with related services such as determining the potential impact of removing or replacing existing portable classrooms and/or other similar District facility policies on current and potential future eligibility through the State School Building Program.
- Assist the District with planning services, as requested by the District, and as accepted by SFC.

SFC proposes to provide these services at the hourly rate schedule below not to exceed \$87,000. SFC shall bill in increments of 15 minutes and invoice on a monthly basis. The fees shall cover all expenses incurred in Sacramento by SFC on behalf of the District. If it becomes necessary for a Consultant from SFC to visit the District, the District will pay for travel time at the rate schedule below. The District will also reimburse SFC for all necessary and pre-approved travel expenses.

Hourly Rate Schedule

Principal	\$215 per hour
Director	\$200 per hour
Senior Consultant	\$190 per hour
Consultant	\$170 per hour
Research Analyst	\$140 per hour
Administrative Support	\$85 per hour

We look forward to our continued work with you and the Capistrano Unified School District. Please contact me at your earliest convenience with any questions.

Sincerely,



Alexander R. Murdoch
President

EXHIBIT 3

SECOND AMENDMENT TO PSA NO. 1819197

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SCHOOL FACILITY CONSULTANTS

This Second Amendment to PSA No. 1819197 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and School Facility Consultants (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on January 24, 2019, District's Board of Trustees approved an Agreement with Consultant for the term from January 23, 2019 through January 22, 2020 under which Consultant would provide services described therein;

WHEREAS, on January 15, 2020, District's Board of Trustees approved the First Amendment to PSA No. 1819197 with Consultant. A copy of said Amendment is attached as Exhibit 2 to this Second Amendment to Agreement; and

WHEREAS, District desires to extend PSA No. 1819197 through January 22, 2022;

NOW, THEREFORE, said Agreement is amended as follows:

1. PSA No. 1819197 shall be extended through January 22, 2022.

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

Capistrano Unified School District

Vendor

DocuSigned by:
Josh Readman
By: 645C022CF682410...
Signature

By: 
Signature

Lynh N. Rust
Print Name

Alexander R. Murdoch
Print Name

Executive Director, Contracts & Purchasing
Title

President
Title

Board Approval Date: January 20, 2021

Date: December 3, 2020

EXHIBIT 2

FIRST AMENDMENT TO PSA NO. 1819197

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SCHOOL FACILITY CONSULTANTS

This First Amendment to PSA No. 1819197 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and School Facility Consultants (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on January 24, 2019, District's Board of Trustees approved an Agreement with Consultant for the term from January 23, 2019 through January 22, 2020 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement;

WHEREAS, District desires to extend PSA No. 1819197 through January 21, 2021; and

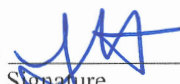
WHEREAS, District desires to amend PSA No. 1819197 to reflect a revised rate sheet, Exhibit A-1 superseding Exhibit A;

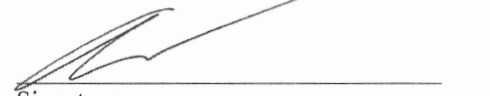
NOW, THEREFORE, said Agreement is amended as follows:

1. PSA No. 1819197 shall be extended through January 21, 2021.
2. Exhibit A-1 shall supersede Exhibit A.
3. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By:  _____
Signature

By:  _____
Signature

Lynh N. Rust _____
Print Name

Alexander R. Murdoch _____
Print Name

Executive Director, Contracts & Purchasing
Title

President _____
Title

Board Approval Date: January 15, 2020

Date: December 5, 2019 _____



Hourly Rate Schedule

Principal	\$215 per hour
Director	\$200 per hour
Senior Consultant	\$190 per hour
Consultant	\$170 per hour
Research Analyst	\$140 per hour
Administrative Support	\$85 per hour



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 25, 2019 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

SCHOOL FACILITY CONSULTANTS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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 \$71,000.00 in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for January 23, 2019 to January 22, 2020, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

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

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

Capistrano Unified School District
By: [Signature]
Name: Lynn N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date : January 24, 2019

Contractor
Signature: [Signature]
Name: Alexander R. Murdoch
Title: President
Address: 1303 J Street, Suite 500
Sacramento, Ca. 95814
Email Address: alex@s-f-c.org

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 than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

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

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

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

C. Expedited Arbitration

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

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

✓ Professional License to Practice

Certificates of Insurance

✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04

OR

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

- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Articles 9 & 10

✓ Certification by Consultant Criminal Records Check

✓ W-9

Capistrano Unified School District

**State School Building
Program Advisor
Statement of Qualifications**

Prepared by:

School Facility Consultants

1303 J Street, Suite 500 | Sacramento | CA 95814

916.441.5063 ph | 916.441.2848 fax

www.s-fc.org



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**SCHOOL
FACILITY
CONSULTANTS**

1303 J STREET, SUITE 500
SACRAMENTO, CA 95814
PHONE: (916) 441-5063
FACSIMILE: (916) 441-2848
WWW.S-F-C.ORG

January 7, 2014

Ms. Terry Fluent
Director
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

**Subject: Capistrano Unified School District
RFQ/P – State School Building Program Advisor**

Dear Ms. Fluent:

School Facility Consultants (SFC) is pleased to submit this response to your Request for Qualifications/Proposal for a State School Building Program Advisor. SFC is fully and uniquely qualified to provide the scope of services described in your December 16, 2013 RFQ/P.

SFC has been in the school planning and funding business since 1986. Our knowledgeable and experienced staff has worked with hundreds of school district clients to realize billions of dollars in capital funding for school projects. We understand the intricacies of the planning and funding process in California, including the procedures and requirements of the Office of Public School Construction (OPSC), California Department of Education (CDE).

SFC also closely monitors legislative and regulatory developments that may advantage school districts. Our Sacramento location enables us to attend legislative hearings, regulatory development hearings, and stakeholder group meetings that affect capital funding for school districts. This comprehensive approach to mastering California's school facility funding interests allows us to take advantage of new opportunities as soon as they become available.

“Describe how hiring you as Advisor will save the District money through an accurate evaluation of the District's facilities capacity (prepared by Advisor) as compared with the District's facilities standards and its projected enrollment (prepared by others).”

SFC will approach the Advisor role with one major goal. Generate as much additional capital funding as possible for the District. More funding translates into savings for the local portion of the District's capital program. That savings can then be used to fund projects that otherwise might not have been completed.

The School Facility Program (SFP) has very specific entitlement calculation requirements that do not usually align with a district's capacity and enrollment projection methodologies. One key to a successful funding program is to understand these differences, and accurately and aggressively pursue the opportunities allowed in the law. SFC understands the classroom counting capacity regulations as well as the approved enrollment projection methodologies that the District may use. We will use these regulations to label and

count classrooms in a way that maximizes eligibility. We will also use these regulations to run multiple State approved enrollment projections to identify the one that most benefits the District. In practice this often means that the facility needs of the District do not match up to the entitlement for State funding. As Advisor, SFC's role is to clearly identify any opportunities and help the District to work those opportunities into the capital program.

In some cases this misalignment of District needs and State funding entitlement requires a creative approach that utilizes multiple funding programs for a single District project. SFC has extensive experience doing just that. The following examples may be helpful in showing the types of projects where SFC has generated significant value and saved millions of dollars for our clients.

LA ESCUELITA EDUCATION COMPLEX - OAKLAND UNIFIED SCHOOL DISTRICT

SFC worked with the Oakland Unified School District to bring together several funding sources to make the La Escuelita Educational Complex a success. This complex K-12 project on a small site was funded with a combination of local bonds, \$15.4 million in State New Construction funds, \$1.1 million in State Modernization funds, \$1.7 million in State High Performance funds, \$10.4 million in State Overcrowded Relief Grant funds and \$5.8 million in State incentive funding for a district owned site..

SAN MARCOS ELEMENTARY SCHOOL - SAN MARCOS UNIFIED SCHOOL DISTRICT

San Marcos Elementary School was an aging facility in need of modernization or replacement. Because the site was small and oddly shaped, the District worked with the adjacent landowner, the City of San Marcos, to reconfigure the site to make it a more functional layout through a mutually beneficial land swap. SFC worked with the District to develop the most beneficial funding option. Coordinating several meetings with the Office of Public School Construction, SFC was able to assist the District to navigate through the complex funding regulations, securing necessary agency approvals, and access a rarely used additional grant for replacing single story facilities (AB 801). SFC worked with the District to obtain \$14.5 million in state funding.

PORTOLA MIDDLE SCHOOL - WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

SFC worked with the District to obtain \$20.3 million in state funding for the Portola Middle School relocation, modernization and renovation project. The District decided to move an existing middle school campus to an existing elementary school campus after deeming a portion of the existing middle school site seismically unsafe. The project included creation of an open courtyard, seismic upgrades, gym and locker room renovations. SFC successfully guided the District through the various stages of the Office of Public School Construction application processes to obtain final State Allocation Board approval and maximum funding for the project. SFC worked with the District to obtain funding for modernization of the existing and new site, seismic/facility hardship funding to replace existing facilities with facilities at the new site, and obtain high performance grant funding for the project.

WALTON SPECIAL EDUCATION CENTER - STOCKTON UNIFIED SCHOOL DISTRICT

The Stockton Unified School District operates the Walton Special Education Center to serve its severely disabled students. Since the Center provided services for the entire District, SFC worked to obtain \$4.4 million in funding by combining five funding applications (one modernization and four new construction applications) from four different high school attendance areas to apply to the project. The project included

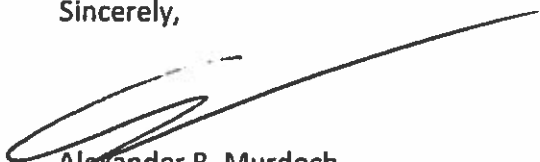
replacing portables with new construction funding and funded the reconfiguration of an existing building with new construction funding.

“State whether persons providing service under this agreement will be employees of Proposer or subconsultants.”

All persons providing services under this agreement will employees of School Facility Consultants.

SFC is excited about the opportunity to work for the Capistrano Unified School District in the role of Advisor. We believe that we are well positioned to assist the District in maximizing the funding available from the State School Facility Program. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alexander R. Murdoch', written over a horizontal line.

Alexander R. Murdoch
President

Qualifications & Experience



School Facility Consultants (SFC) has over twenty-five years of experience, producing successful outcomes and billions of dollars in state and federal funding for its clients.

Our Sacramento office serves as the heart of our operation, providing our consultants with immediate access to State Agency representatives and legislators. In order to provide the customized services that our clients require and depend upon, SFC also maintains a presence throughout the State. In addition to its Sacramento location, SFC has consulting staff located in the San Francisco Bay Area, we maintain office space in Fresno County, and our consultants regularly participate in workshops, seminars, and frequent client meetings in Northern & Southern California. By being available throughout all regions of California, we are able to provide our clients with valuable face-to-face meeting time in their home territories. SFC has a total of eleven professional consultant staff and three administrative staff.

School Facility Consultants is also an active participant in the School Energy Coalition, which has taken a lead in representing school districts' needs and concerns in California on Proposition 39 and other energy issues.

SFC SERVICES

School Facility Consultants (SFC) is a full service company assisting school districts, county offices of education, private agencies, architects, and developers in all aspects of school facility planning. SFC offer a wide variety of services to clients, including, but not limited to the following:

STATE FUNDING ELIGIBILITY AND APPLICATION

California school districts and County offices of education have the potential to realize significant State funding contributions through individualized analysis of funding eligibility under the State's School Facility Program (SFP). SFC consulting staff is trained to analyze complex data sets in order to determine eligibility and access funding available through the Office of Public School Construction (OPSC) and other State agencies. SFC assists districts in navigating the multi-step requirements and coordinating with these agencies through the entire funding process.

FUNDING STRATEGY

By synthesizing our various areas of technical expertise, SFC consulting staff is equipped to develop complex and effective long and short term funding strategies that provide proven results in facilities funding. As a full-service consulting firm, SFC has the ability to take school districts facilities projects from start to finish, applying methodology that garners the greatest funding gains while addressing specific and individual project needs which may evolve during the life of the project. SFC assists clients in providing a long term strategy which results in maximizing outside funding sources to expand the life of their local funding availability. These efforts ultimately afford our clients with the ability to provide additional and enhanced learning environments for students.

PROJECT CLOSEOUT AND AUDIT SUPPORT

As part of participation in the SFP, school districts and county offices of education are required by statute and regulation to conform to a number of certifications, as well as to ensure that funds received are expended appropriately. As part of the project closeout process, OPSC conducts extensive audits, during which clients are asked to produce evidence of project expenditures and compliance with certifications. SFC assists clients in compiling the documentation necessary to demonstrate conformance with expenditure requirements and the numerous certifications in order for clients to retain their awarded project funding amounts.

Qualifications & Experience



MASTER PLANNING

Clients utilize Master Plans to forecast their facility needs into the future. SFC produces comprehensive Master Plans for clients, which assess potential impacts associated with outside area developments such as new residential development, shifts in demographic trends, and fluctuating district boundaries. Unification studies, territory transfer and school site placement are interpreted as the physical needs of clients' facilities are also assessed and addressed through use of Master Plans.

DEVELOPER FEE STUDIES

School districts are authorized to collect impact fees on new residential and commercial/industrial development pursuant to California law. The preparation of developer fee studies in accordance with statute is required in order for districts to collect these fees. These studies utilize local district data, including new residential development, historical statistical information, and school construction costs to determine the dollar amount that can be justified for collection by the school district. SFC's Planning Division prepares Justification Studies (Level 1) and School Facility Needs Analysis Studies (Level 2 and 3) according to the State Allocation Board's (SAB) provisions.

FEDERAL FUNDING

A variety of funding options are available to school districts beyond what is offered through the State School Facility Program. SFC helps clients seek a broad scope of funding sources through specific federal programs. Many of these federal programs mandate that funds be applied to particular, substantiated uses. SFC reviews clients' projects relative to these federal programs to ensure that clients maintain the ability to meet those accounting requirements.

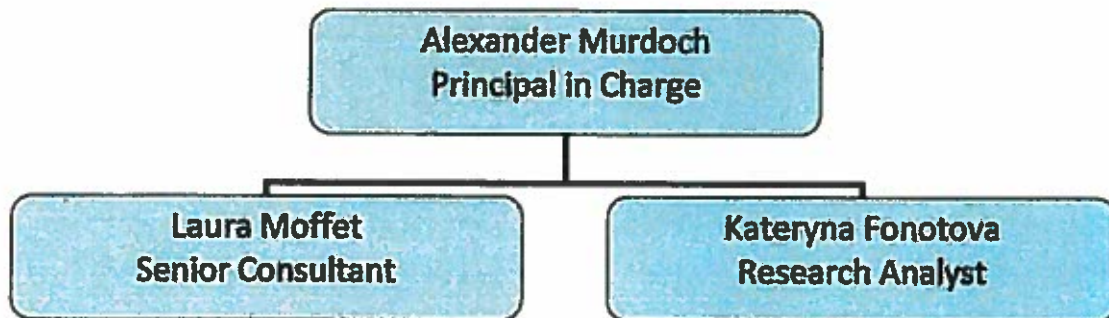
Delivery of Services



At SFC, we offer a full-range of comprehensive services and work closely with clients to become a seamless extension of facility teams. Based in Sacramento, our consulting teams are active in the implementation, analysis, and monitoring of State programs and regulations. We have developed strong working relationships with state agency staff members and bring a deep understanding of facility planning to each of our client's projects.

SFC's team structure provides its clients with reliability, accessibility and a broad knowledge base. The SFC partners maintain direct involvement with clients through regular communications with the consulting teams which maintains strong connections between consultants and clients. A Senior Consultant serves as the primary client liaison and manager of each client's project issues. Additional consulting staff is available on the team to provide additional support, research, and production of work product. Team Leaders manage workload and troubleshoot potential issues for the team. The team approach ensures that a consultant is always available to provide immediate assistance to clients. By working collaboratively, our consulting team members contribute their individual expertise toward an extensive and comprehensive knowledge base that addresses the unique needs of individual clients.

Here is the team assigned to the Capistrano Unified School District:



ALEXANDER R. MURDOCH
PRESIDENT/PARTNER

Alex Murdoch has worked in the school facility industry for over twenty years providing consulting services for clients in all areas of school facility planning and funding. As President and Partner of School Facility Consultants, Alex applies sophisticated methodologies to the facility funding and planning process resulting in the successful, timely delivery of innovative and complex projects.

As an industry leader, Alex is credited with a number of significant accomplishments including innovative planning that resulted in funding for a school district's reuse of commercial property for educational and

Delivery of Services



economic revitalization purposes, being first to secure a lease/lease-back funding guarantee from the Office of Public School Construction for a school district and being first to receive special, legislated funding for a school district's multi-story replacement project.

In his work representing our client's interests, Alex has crafted dozens of successful appeals to the State Allocation Board, brought numerous special items before the State Allocation Board and has crafted successful statewide bond provisions. Alex's expert understanding of California Ed code and School Facility Program regulations has resulted in millions of dollars of funding for California school districts.

In these capacities, Alex applies a nuanced approach to the political intricacies of the allocation of school facilities funding. As School Facility Consultants' representative to Californians for School Facilities, Alex works to increase the Federal commitment to California school facilities. He specializes in identifying statewide policy trends which are beneficial to the firm's clients. As an appointed member of statewide committees, Office of Public School Construction's Ad Hoc Committee in 2007 and the Coalition for Adequate School Housing's Grant Adequacy Committee in 1999, Alex has been instrumental in contributing to changes in regulations and legislation that benefit schools in California today.

Additionally, Alex expanded SFC's services beyond K-12 to community colleges, eventually establishing Community College Services Group (CCS Group) in 1998 as the preeminent community college consulting firm in the state of California. Most recently, Alex partnered in the creation of ALMA strategies, an affiliate of School Facility Consultants, in order to better meet client needs. ALMA Strategies provides construction planning, financial planning, real estate asset management, energy/solar consulting, and educational specifications that expand on the services provided by School Facility Consultants. Alex Murdoch is also a managing partner of the advocacy and association management firm of Murdoch, Walrath and Holmes.

MATTHEW A. PETTLER

VICE PRESIDENT/PARTNER

Matt Pettler has been with School Facility Consultants (SFC) for fifteen years. He became a Principal and Partner in the Firm in January of 2007, and today serves as Vice President. Matt has assisted over 100 Districts receive well over \$1 billion dollars in capital outlay funds for public school facilities in California. Matt specializes in managing client projects in all areas of the State School Facility Program as well as leading developer fee mitigation and District Facility Master Planning efforts.

During his time with SFC, Matt has prepared developer fee justification documents and successfully worked with the Building Industry Association (BIA) to secure millions of dollars needed to offset the impact of new residential development. He has led master planning teams in a number of school districts, allowing those districts to plan and execute successful bond elections and construct needed facilities for students.

Delivery of Services



Additionally, Matt has played a key role in multiple successful school district appeals before the State Allocation Board gaining over \$350 million dollars in Financial Hardship, Overcrowding Relief Grant and Facility Hardship funding. Matt has also assisted many school districts with complex audit/closeout issues reaching successful outcomes, avoiding Material Inaccuracy penalties.

Through these successes Matt has established relationships with State Allocation Board members, their staff and State Agency leadership.

Prior to joining SFC, Matt was employed in the office of Los Angeles Mayor Richard J. Riordan gaining valuable knowledge of State Education Policy issues.

Matt is a graduate of the University of California, Los Angeles where he earned degrees in Political Science and Public Policy.

LAURA MOFFETT

SENIOR CONSULTANT

Ms. Moffett assists clients in obtaining the maximum funding available for projects by reviewing all potential funding mechanisms administered by the State Allocation Board including the Career Technical Education Facilities program, Overcrowding Relief Grant program, Emergency Repair program and Facility Hardship program. Ms. Moffett thoroughly reviews each district's eligibility in these programs and assists districts in all aspects of the application process. Ms. Moffett's 14 years of experience with the firm affords her extensive insight into the School Facility Program.

Ms. Moffett is a graduate of California State University, Sacramento with a Bachelor of Arts Degree in Psychology.

KATERYNA FONOTOVA

RESEARCH ANALYST

Ms. Fonotova provides assistance in conducting complex data analysis in all aspects of school facility projects. Prior to joining School Facility Consultants, Ms. Fonotova gained extensive experience in performing research of project funding opportunities and writing grant proposals for the Planning and Conservation League. Ms. Fonotova assist clients with her Geographic Information System (GIS) and enrollment projection expertise.

Ms. Fonotova is a graduate of The Ohio State University, Columbus with a Bachelor of Science Degree in City and Regional Planning.

Similar Advisory Roles



Below is a selected list of clients that SFC has provided school facility consulting services similar to the ones requested in the Capistrano Unified School District's Request for Qualifications:

Grossmont Union High School District
 Katy Wright, Program Director School Construction
 Email: Kwright@guhsd.net
 (619) 644-8154

Oakland Unified School District
 Tim White, Assistant Superintendent Facilities
 Email: Timothy.white@ousd.k12.ca.us
 (510) 535-7083

**Cesar Monterrosa, Coordinator
 of Facilities Planning and Management**
 Email: Cesar.Monterossa@ousd.k12.ca.us

Elk Grove Unified School District
 Robert Pierce, Associate Superintendent, Facilities and
 Planning
 Email: RDPierce@egusd.net
 (916) 686-7711

Solana Beach School District
 Caroline Brown
 Email: facilities@sbsd.k12.ca.us
 (858) 794-7140

Palo Alto Unified School District
 Robert Golton, Chief Business Official
 Email: rgolton@pausd.org
 (650) 329-3980

Kern High School District
 Jack "Woody" Colvard, Director of Facilities & Planning
 Email: jcolvard@khsd.k12.ca.us
 (661) 827-3127

Orange County Department of Education
 Nina Boyd, Assistant Superintendent,
 Human Resources/Support Services
 Email: Nboyd@ocde.us
 (714) 966-4485

Stockton Unified School District
 Steve Breakfield, Director of Facilities and Planning
 Email: sbreakfield@stockton.k12.ca.us
 (209) 933-7045 ext. 2341

Bakersfield City School District
 Steve McClain, Chief Business Officer
 Email: mcclains@bcisd.com
 (661) 631-4696

West Contra Costa Unified School District
 Madgy Abdalla, District Engineering Officer
mabdalla@wccusd.net
 (510) 307-4544

San Dieguito Union High School District
 John Addleman, Director of Planning
 & Financial Management
 Email: John.Addleman@sduhsd.net
 (760) 753-6491 ext. 5532

Central Unified School District
 Kelly Porterfield, Assistant Superintendent/
 Chief Business Officer
 Email: kporterfield@centralunified.org
 (559) 274-4700 ext. 105

Lodi Unified School District
 Vicki Brum, Planning Analyst
 Email: vbrum@lodi.k12.ca.us
 (209) 331-7223

Ripon Unified School District
 William Draa, Superintendent
 Email: wdraa@sjcoe.net
 (209) 599-2131 ext. 29

Jefferson Elementary School District
 Rick Young, Director, Facilities Maintenance & Operations
 Email: RYoung@jsd.k12.ca.us
 (650) 991-1346

Terminations, Litigation or Sanctions/Fee Estimate



TERMINATIONS, LITIGATION OR SANCTIONS

School Facility Consultants has not had any occurrences of the following nature within the last five years:

- Terminated by a client for non-performance
- Claims filed against the firm related to its services
- Sanctions filed against the firm

FEE ESTIMATE

SFC proposes to provide the services outlined at the hourly rate schedule below.

The fees shall cover all expenses incurred in Sacramento by SFC on behalf of the. If it becomes necessary for a Consultant from SFC to visit the District, SFC will bill these services at the rate schedule below. The District will also reimburse SFC for all necessary and pre-approved travel expenses for meetings requested.

Hourly Rate Schedule

Principal	\$195 per hour
Director	\$185 per hour
Senior Consultant	\$180 per hour
Consultant	\$160 per hour
Research Analyst	\$135 per hour
Administrative Support	\$ 80 per hour

Appendix



The following items are included in the attached Appendix:

- Certification
- Certification by Contractor of Criminal Records Check – N/A for this type of Service
- School Facility Consultants agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement.
- W-9 Form
- Conflict of Interest Certification
- Non-collusion Declaration
- Tobacco Use Policy

Hourly Rate Schedule

Principal	\$210 per hour
Director	\$195 per hour
Senior Consultant	\$185 per hour
Consultant	\$165 per hour
Research Analyst	\$135 per hour
Administrative Support	\$80 per hour

SECOND AMENDMENT TO ICA NO. 2021065

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PEDIATRIC THERAPY SERVICES,
LLC dba THE STEPPING STONES GROUP

This Second Amendment to ICA No. 2021065 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Pediatric Therapy Services, LLC dba The Stepping Stones Group (hereinafter referred to as "Contractor").

RECITALS

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

WHEREAS, on November 18, 2020, District's Board of Trustees approved the First Amendment to ICA No. 2021065. A copy of said Amendment is attached as Exhibit 2 to this Second Amendment to Agreement; and

WHEREAS, District desires to amend ICA No. 2021065 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 contractor 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

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Sara Palmer
Print Name

Executive Director, Contracts & Purchasing
Title

Western Market President
Title

Board Approval Date: February 17, 2021

Date: _____

EXHIBIT 2

FIRST AMENDMENT TO ICA NO. 2021065

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PEDIATRIC THERAPY SERVICES, LLC dba THE STEPPING STONES GROUP

This First Amendment to ICA No. 2021065 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Pediatric Therapies Services, LLC dba The Stepping Stones Group (hereinafter referred to as "Contractor").

RECITALS

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

WHEREAS, District desires to amend ICA No. 2021065 to reflect a revised contract value of \$300,000.00;


NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by contractor under this Agreement is estimated to be \$300,000.00 in the aggregate under the term of this Agreement, as amended.

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

Capistrano Unified School District

Vendor

By:  645C022CF662410...
Signature

By: 
Signature

Lynh N. Rust
Print Name

Sara Palmer
Print Name

Executive Director, Contracts & Purchasing
Title

Western Market President
Title

Board Approval Date: November 18, 2020

Date: 1/21/21



INDEPENDENT CONTRACTOR MASTER AGREEMENT

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

PEDIATRIC THERAPY SERVICES, LLC dba THE STEPPING STONES GROUP

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$100,000.00** in the aggregate under the term of this Agreement.

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

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

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

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

Capistrano Unified School District

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

DocuSigned by:

Josh Readman

645C022CF682410

Contractor

Signature: _____
 Name: Sara Palmer
 Title: Western Market President
 Address: 2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
 Email Address: lindsaya@staffrehab.com

GENERAL CONDITIONS

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

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

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

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.

To the extent permitted by law, Contractor will defend, indemnify, and hold District and its parents, subsidiaries, directors, officers, agents, representatives and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of the District or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

10. Insurance. Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Contractor to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.

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

districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

30. Mandatory Claims Process, including Expedited Arbitration.

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

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

C. Expedited Arbitration

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

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

<p style="text-align: center;">Certificates of Insurance</p> <ul style="list-style-type: none">✓ Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04✓ Business Auto Liability Insurance✓ Workers’ Compensation and Employers Liability Insurance <p style="text-align: center;">Refer to Articles 9 & 10</p>
<ul style="list-style-type: none">✓ Certification by Contractor Criminal Records Check
<ul style="list-style-type: none">✓ W-9

FOURTH AMENDMENT TO ICA NO. 2021066

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

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

RECITALS

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

WHEREAS, on November 18, 2020, District's Board of Trustees approved the First Amendment to ICA No. 2021066 with Contractor;

WHEREAS, on December 16, 2020, District's Board of Trustees approved the Second Amendment to ICA No. 2021066 with Contractor;

WHEREAS, on January 20, 2021, Districts Board of Trustees approved the Third Amendment to ICA No. 2021066 with Contractor. A copy of said Amendment is attached as Exhibit 4 to this Fourth Amendment to Agreement; and

WHEREAS, District desires to amend ICA No. 2021066 to reflect a revised rate sheet, Exhibit A-2 superseding Exhibit A-1;

NOW, THEREFORE, said Agreement is amended as follows:

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

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Maria Lankenau
Print Name

Executive Director, Contracts & Purchasing
Title

President
Title

Board Approval Date: February 17, 2021

Date: _____

EXHIBIT 4

THIRD AMENDMENT TO ICA NO. 2021066

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

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

RECITALS

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

WHEREAS, on November 18, 2020, District's Board of Trustees approved the First Amendment to ICA No. 2021066 with Contractor.

WHEREAS, on December 16, 2020, District's Board of Trustees approved the Second Amendment to ICA No. 2021066 with Contractor. A copy of said Amendment is attached as Exhibit 3 to this Third Amendment to Agreement; and

WHEREAS, District desires to amend ICA No. 2021066 to reflect a revised contract value of \$450,000.00;


NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by contractor under this Agreement is estimated to be \$450,000.00 in the aggregate under the term of this Agreement, as amended.

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

Capistrano Unified School District

Vendor

By:  Signature

By: Maria Lankenau Signature

Lynh N. Rust Print Name

Maria Lankenau Print Name

Executive Director, Contracts & Purchasing Title

President Title

Board Approval Date: January 20, 2021

Date: 12/7/2020

EXHIBIT 3

SECOND AMENDMENT TO ICA NO. 2021066

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

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

RECITALS

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

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


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

NOW, THEREFORE, said Agreement is amended as follows:

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

Capistrano Unified School District

Vendor

DocuSigned by:

 By: _____
 Signature

By: Maria Lankenau
 Signature

Lynh N. Rust
 Print Name

Maria Lankenau
 Print Name

Executive Director, Contracts & Purchasing
 Title

President
 Title

Board Approval Date: December 16, 2020

Date: _____

EXHIBIT A-1



Capistrano Unified School District - Rate Sheet for 2020/2021
--

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

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

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

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

EXHIBIT 2

FIRST AMENDMENT TO ICA NO. 2021066

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

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

RECITALS

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

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

NOW, THEREFORE, said Agreement is amended as follows:

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

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

Capistrano Unified School District

Vendor

By:  645C022CF662410...
Signature

By: Maria Lankenau
Signature

Lynh N. Rust
Print Name

Maria Lankenau
Print Name

Executive Director, Contracts & Purchasing
Title

President
Title

Board Approval Date: November 18, 2020

Date: 10/29/2020



INDEPENDENT CONTRACTOR MASTER AGREEMENT

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

3 CHORDS, INCORPORATED dba THERAPY TRAVELERS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

Capistrano Unified School District

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

DocuSigned by:

Josh Readman

645C022CF662410...

Contractor

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

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

C. Expedited Arbitration

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

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

<p style="text-align: center;">Certificates of Insurance</p> <ul style="list-style-type: none">✓ Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04✓ Business Auto Liability Insurance✓ Workers’ Compensation and Employers Liability Insurance <p style="text-align: center;">Refer to Articles 9 & 10</p>
<ul style="list-style-type: none">✓ Certification by Contractor Criminal Records Check
<ul style="list-style-type: none">✓ W-9

EXHIBIT A



Capistrano Unified School District - Rate Sheet for 2020/2021
--

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

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

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

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

Regards,

Maria Lankenau

Vice President

O: 888-223-8002 ext 813 F:

714-464-4461

www.therapytravelers.com

SECOND AMENDMENT TO MCA NO. 2021135

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PORTVIEW PREPARATORY,
INCORPORATED

This Second Amendment to MCA No. 2021135 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Portview Preparatory, Incorporated (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on September 23, 2020, District's Board of Trustees approved an Agreement with Contractor for the term from July 1, 2020 through June 30, 2021 under which Contractor would provide services described therein;

WHEREAS, on November 18, 2020, District's Board of Trustees approved the First Amendment to MCA No. 2021135 with Contractor. A copy of said Amendment is attached as Exhibit 2 to this Second Amendment to Agreement; and

WHEREAS, District desires to amend MCA No. 2021135 to reflect a revised rate sheet, Exhibit A-2 superseding Exhibit A-1;

NOW, THEREFORE, said Agreement is amended as follows:

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

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

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Edward Miguel
Print Name

Executive Director, Contracts & Purchasing
Title

President
Title

Board Approval Date: February 17, 2021

Date: _____

EXHIBIT A-2: 2020-2021 RATES

CONTRACTOR Portview Preparatory, Inc **CONTRACTOR NUMBER** 30-66647-0129429 **2020-2021**
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

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

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$185.00	School Day
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1) a. Transportation – Round Trip	\$90.00	Day
b. Transportation – One Way		
c. Transportation – Aide	\$35.00	Hour
d. Public Transportation		
e. Parent*		
(2) a. Parent Training/Parent Counseling – Group	\$45.00	Hour
b. Parent Training/Parent Counseling – Consult	\$100.00	Hour
c. Parent Training/Parent Counseling - Individual	\$100.00	Hour
(3) a. Counseling – Individual	\$150.00	Hour
b. Counseling – Group	\$100.00	Hour
(4) a. Language and Speech Therapy – Individual	\$120.00	Hour
b. Language and Speech Therapy – Group	\$80.00	Hour
c. Language and Speech Therapy –		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate	\$120.00	Hour
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Behavior Support	\$35.00	Hour
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	\$120.00	Hour
b. Occupational Therapy – Group	\$85.00	Hour
c. Occupational Therapy – Evaluation/Assessment	\$120.00	Hour
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate	\$120.00	Hour
(8) Physical Therapy – Group	\$85.00	Hour
Physical Therapy – Evaluation/Assessment	\$135.00	Hour
Physical Therapy – Individual	\$100.00	Hour
(9) Psychological Services – Individual	\$150.00	Hour
(10) Assistive Technology – Individual	\$110.00	Hour
Assistive Technology – Group	\$80.00	Hour
Assistive Technology – Consult	\$110.00	Hour
(11) Other _____		

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

EXHIBIT 2

FIRST AMENDMENT TO MCA NO. 2021135

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PORTVIEW PREPARATORY, INCORPORATED

This First Amendment to MCA No. 2021135 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Portview Preparatory, Incorporated (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on September 23, 2020, District's Board of Trustees approved an Agreement with Contractor for the term from July 1, 2020 through June 30, 2021 under which Contractor would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend MCA No. 2021135 to reflect a revised rate sheet, Exhibit A-1 superseding Exhibit A;


NOW, THEREFORE, said Agreement is amended as follows:

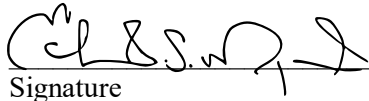
1. Exhibit A-1 shall supersede Exhibit A.

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

Capistrano Unified School District

Vendor

By: 
645C022CF662410...
Signature

By: 
Signature

Lynh N. Rust
Print Name

Edward Miguel
Print Name

Executive Director, Contracts & Purchasing
Title

President
Title

Board Approval Date: November 18, 2020

Date: 10.20.2020

EXHIBIT A-1: 2020-2021 RATES

CONTRACTOR Portview Preparatory, Incorporated **CONTRACTOR NUMBER** 30-66647-0129429 **2020-2021**
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

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

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$185.00	School Day
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1) a. Transportation – Round Trip	\$90.00	Day
b. Transportation – One Way		
c. Transportation – Aide	\$35.00	Hour
d. Public Transportation		
e. Parent*		
(2) a. Parent Training/Parent Counseling – Group	\$45.00	Hour
b. Parent Training/Parent Counseling – Consult	\$100.00	Hour
c. Parent Training/Parent Counseling - Individual	\$100.00	Hour
(3) a. Counseling – Individual	\$150.00	Hour
b. Counseling – Group	\$100.00	Hour
(4) a. Language and Speech Therapy – Individual	\$120.00	Hour
b. Language and Speech Therapy – Group	\$80.00	Hour
c. Language and Speech Therapy –		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate	\$120.00	Hour
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Behavior Support	\$35.00	Hour
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	\$120.00	Hour
b. Occupational Therapy – Group	\$85.00	Hour
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate	\$120.00	Hour
(8) Physical Therapy – Group	\$85.00	Hour
Physical Therapy – Evaluation/Assessment	\$135.00	Hour
Physical Therapy – Individual	\$100.00	Hour
(9) Psychological Services – Individual	\$150.00	Hour
(10) Assistive Technology – Individual	\$110.00	Hour
Assistive Technology – Group	\$80.00	Hour
Assistive Technology – Consult	\$110.00	Hour
(11) Other _____		

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

EXHIBIT 1

**MASTER CONTRACT AGREEMENT**

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

PORTVIEW PREPARATORY, 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, 2020 through June 30, 2021.

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

Master Contract Special Conditions Required Documents and Certifications
 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 : September 23, 2020

“CONTRACTOR”

By: Portview Preparatory, Incorporated
Name: Edward Miguel
Title: President
Email: emiguel@portviewpreparatory.com

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2020-2021

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2020-2021

CONTRACT NUMBER:
2021135

LEA: Capistrano Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

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

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

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

2. CERTIFICATIONS AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

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

\$2,000,000 per occurrence
 \$ 5,000 medical expenses
 \$1,000,000 personal & advertising injury
 \$4,000,000 general aggregate

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

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

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

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

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

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

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

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

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

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

\$4,000,000 general aggregate

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

- F. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella Liability coverage limits that satisfy the minimum limits expressed above in A, B, and E.

- G. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.

- H. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.

- I. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

17. INDEPENDENT CONTRACTOR

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

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

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

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

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

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

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

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

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

47. CALSTRS OR PERS RETIREMENT REPORTING

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

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

49. STAFF ABSENCE

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

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

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

52. FACILITIES AND FACILITIES MODIFICATIONS

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

53. ADMINISTRATION OF MEDICATION

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

54. INCIDENT/ACCIDENT REPORTING

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

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

55. CHILD ABUSE REPORTING

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

56. SEXUAL HARASSMENT/DISCRIMINATION

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

57. REPORTING OF MISSING CHILDREN

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

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

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

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

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

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

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

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

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

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

59. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

60. PAYMENT FROM OUTSIDE AGENCIES

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

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

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

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

63. INSPECTION AND AUDIT

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

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

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

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

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

64. RATE SCHEDULE

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

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

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provide herein.

CONTRACTOR,
Portview Preparatory, Incorporated

LEA,
Capistrano Unified School District

Nonpublic School/Agency

By: Edward Miguel 8.26.2020 By:
Signature Date
Edward Miguel
President
Name and Title of Authorized Representative

DocuSigned by:
Josh Readman
645C022CF662410... September 23, 2020
Signature Board Approval Date
Lynh N. Rust
Executive Director, Contracts & Purchasing
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Lisa Odendaal
Name
Port View Preparatory
Nonpublic School/Agency/Related Service Provider

1361 Valencia Ave
Address
Justin CA 92780
City State Zip
(714) 463-6394 (714) 463-6394
Phone Fax
lodendaal@portviewpreparatory.com
Email

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

EXHIBIT A: 2020-2021 RATES

CONTRACTOR Portview Preparatory, Incorporated **CONTRACTOR NUMBER** 2021135 **2020-2021**
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

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

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$185.00	School Day
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1) a. Transportation – Round Trip	\$90.00	Day
b. Transportation – One Way		
c. Transportation – Aide	\$35.00	Hour
d. Public Transportation		
e. Parent*		
(2) a. Parent Training/Parent Counseling – Group	\$45.00	Hour
b. Parent Training/Parent Counseling – Consult	\$100.00	Hour
c. Parent Training/Parent Counseling - Individual	\$100.00	Hour
(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	\$120.00	Hour
b. Language and Speech Therapy – Group	\$80.00	Hour
c. Language and Speech Therapy – _____		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate	\$120.00	Hour
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Behavior Support	\$35.00	Hour
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	\$120.00	Hour
b. Occupational Therapy – Group	\$85.00	Hour
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate	\$120.00	Hour
(8) Physical Therapy – Group	\$85.00	Hour
Physical Therapy – Evaluation/Assessment	\$135.00	Hour
Physical Therapy – Individual	\$100.00	Hour
(9) Psychological Services – Individual	\$150.00	Hour
(10) Assistive Technology – Individual	\$110.00	Hour
Assistive Technology – Group	\$80.00	Hour
Assistive Technology – Consult	\$110.00	Hour
(11) Other _____		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

EXHIBIT B

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

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

Local Education Agency(LEA)				Nonpublic School/Agency			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				E-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		E-Mail			
Grade		Level		Sex	() M () F		
Parent/Guardian Last Name				Parent/Guardian First Name			
				Number of Days		Number of Weeks	
				Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST		\$	

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency)

(Name of LEA)

(Signature) (Date)

(Signature) (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT C: NOTICES

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

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Gregory Merwin
Chief Academic Officer, Education and Support Services
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
949-234-9275
gimerwin@capousd.org

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

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

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

Gregory Merwin
Chief Academic Officer, Education and Support Services
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
949-234-9275
gimerwin@capousd.org

EXHIBIT D

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

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

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

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

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

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

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

DISTANCE LEARNING, ATTENDANCE AND DOCUMENTATION REQUIREMENTS PER SB 98

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PAYMENT FOR DISTANCE LEARNING

Payment for Services During Distance Learning – ESY 2020-2021

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

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

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

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

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

ADDITIONAL PROVISIONS RELATED TO DISTANCE LEARNING

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

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

CONTRACTOR acknowledges that once its school site reopens and in-person instruction resumes, CONTRACTOR will need to review each LEA students' progress during distance learning as of March 2020 and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up sessions or additional service and shall work together to collaborate with

families and amend IEP/ISAs as appropriate. CONTRACTOR agrees to provide make-up sessions and/or additional supports to LEA students, at no additional cost to LEA for make-up services identified as of March 2020 through the end of ESY 2020, if the make-up services can be provided during regular school hours utilizing existing staff during their regularly scheduled work hours. CONTRACTOR and LEA shall confer and agree to alternative payment arrangements if the make-up services cannot be provided during regular student and staff hours or were identified during the regular academic year 2020-2021. As used herein the term “make-up services” is distinct from compensatory education ordered by the Office of Administrative Hearings/California Department of Education. Any payment for compensatory education shall be governed by the Master Contract.

FIRST AMENDMENT TO PSA NO. 2021170

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SOLUTION TREE, INCORPORATED

This First to PSA No. 2021170 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Solution Tree, Incorporated (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on November 18, 2020, District's Board of Trustees approved an Agreement with Contractor for the term from July 1, 2020 through June 30, 2021 under which Contractor would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement;

WHEREAS, District desires to amend PSA No. 2021170 to reflect a revised contract value of \$111,196.00; and

WHEREAS, District desires to amend PSA No. 2021170 to incorporate additional services as described in Exhibit A-1;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by contractor under this agreement is estimated to be \$111,196.00 in the aggregate under the term of this Agreement, as amended.

2. Exhibit A shall be supplemented to include services in Exhibit A-1.

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

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Shannon R. Ruiz
Name

Executive Director, Contracts & Purchasing
Title

Vice President
Title

Board Approval Date: February 17, 2021

Date: _____



**Solution Tree, Inc.
Purchase Agreement**

Effective 5/11/20 Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Capistrano Unified School District ("Customer") located at 33122 Valle Rd San Juan Capistrano, CA 92675 agree as follows:

- Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
120 Event Registrations to the Long Beach PLC @ \$629/seat	\$75,480.00
Total	\$75,480.00

- Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement by July 23, 2020 (the "Purchase Order Due Date"). All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Purchase Order Due Date
Event Registrations	\$75,480.00	July 23, 2020

- Event Registrations:** Customer will purchase 120 registrations for the PLC at Work Institute in Long Beach, CA on September 23-25, 2020 for \$629 per registration. Solution Tree will process Event Registrations upon receipt of a purchase order or full payment. If Event Registrations become unavailable prior to Customer providing Solution Tree with a purchase order or full payment, then Solution Tree will have the right to terminate the provisions of this Agreement regarding Event Registrations. Customer will submit a Multiple Registration Form (Exhibit A) with the names of all attendees at least 45 days prior to the start of the Event. Any substitutions must be submitted in writing via email (mike.stanczak@SolutionTree.com)

4. General Terms

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.
- 4.2. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.


v19.3.1

4.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

- a. **Event Cancellations:** Cancellations more than 90 days prior to the event require a \$75 processing fee per person. Cancellations between 10 and 90 days prior to the event require half the registration fee per person. Cancellations less than 10 days prior to the event will receive no refund.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:



David Stewart
Director of Professional Development
Capistrano Unified School District

5/15/2020

Date

Joan Brooks
Vice President
Solution Tree, Inc.

Date

Please email this Agreement to Mike Stanczak at mike.stanczak@solutiontree.com

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Stacey Shapiro / Dave Stewart
Title: Sr. Staff Secretary / Exec. Director
Phone: (949) 234-9409 / (949) 234-9408
Email: S Shapiro@Capowind.org / dpstewart@capowind.org
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: Accounting - Cash
Title: _____
Phone: _____
Email: _____
Fax: _____

Shipping Information (required for resource delivery)

Shipping Contact: Stacey Shapiro
Shipping Address: 33185 Valle Road
City, State, Zip: San Juan Capistrano, CA 92675
Phone: (949) 234-9409
Delivery Date: _____
Delivery Times: _____

Choose one: Do you have a Delivery Dock?
 Do you have double doors (for pallet)?
 Do you require inside delivery?

**Solution Tree, Inc.
Purchase Agreement**

Effective March 3, 2020, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Capistrano School District - Dana Hills High School ("Customer") located at 33333 Golden Lantern Dana Point, CA US 92629 agree as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

	Products and Services	Total
Virtual	Onsite Professional Development	\$8,300.00
	Total	\$8,300.00

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,660.00	Upon execution of Agreement
Onsite Professional Development	\$6,640.00	October 12, 2020 February 8, 2021

3. Onsite Professional Development

- 3.1. Description of Services:** Solution Tree agrees to provide a speaker, Luis F. Cruz ("Associate"), to disseminate information for Customer on the topic of *PLC at Work*® on ~~October 12, 2020~~ February 8, 2021

- 3.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. General Terms

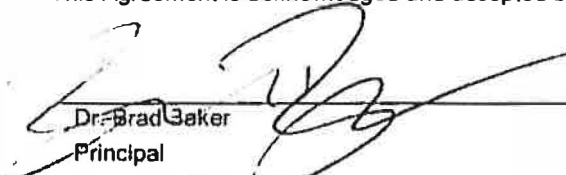
- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated

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reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

- 4.2. **Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.
- 4.3. **Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.
- 4.4. **Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.


This Agreement is acknowledged and accepted by Customer and Solution Tree:



Dr. Brad Baker
Principal
Dana Hills High School

3/4/20

Date



All Cummins
Director of Professional Development
Solution Tree, Inc.

3/9/2020

Date

Please email this Agreement to Maddie Jones at Maddie.Jones@SolutionTree.com or fax to 866.308.3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Dr. David Baker

Title: Principal

Phone: 949-584-2192 / school 949-496-6666

Email: dbaker@capousd.org

Cell #: 949-584-2192

Fax: _____

Who will receive and pay the invoices?

Contact: Sharon Gibby

Title: office manager

Phone: 949-496-6666

Email: shgibby@capousd.org

Fax: 949-496-8317

EXHIBIT 1



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of November 19, 2020 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

SOLUTION TREE, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be \$27,416.00 in the aggregate under term of this Agreement.

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

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

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

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

Capistrano Unified School District
DocuSigned by:
By: Josh Readman
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: November 18, 2020

Contractor
Signature: Shannon R. Ritz
Name: Shannon R. Ritz
Title: Vice President
Address: 555 N. Morton St.
Bloomington, IN 47404
Email Address: shannon.ritz@solutionree.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 or used with permission. Consultant warrants that any material used do not infringe upon the rights of any third party.
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 (30) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at

the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

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

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

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

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

C. Expedited Arbitration

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

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

✓ Professional License to Practice

Certificates of Insurance

✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04

OR

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

✓ 2. Business Auto Liability Insurance
✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Articles 9 & 10

✓ Certification by Consultant Criminal Records Check

✓ W-9

EXHIBIT A



**Solution Tree, Inc.
Purchase Agreement**

Effective January 16, 2020, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Capistrano Unified School District ("Customer") located at 33122 Valle Road San Juan Capistrano, CA US 92675 agree as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$16,600.00
Total	\$16,600.00

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$ 3,320.00	Upon execution of Agreement
Onsite Professional Development	\$6,640.00	November 10, 2020
Onsite Professional Development	\$6,640.00	February 16, 2021

3. Onsite Professional Development

- 3.1. Description of Services:** Solution Tree agrees to provide a speaker, Luis F. Cruz ("Associate"), to disseminate information for Customer on the topic of *PLC at Work*® on November 10, 2020 and February 16, 2021.
- 3.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. General Terms

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to

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entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.


4.2. **Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

4.3. **Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

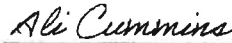
4.4. **Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:



David Stewart
Executive Director of Professional Devel
Capistrano Unified School District

1/22/2020
Date



Ali Cummins
Director of Professional Development
Solution Tree, Inc.

3/24/2020
Date

Please email this Agreement to Shira Flax at Shira.Flax@SolutionTree.com or fax to 866.308.3135.



CONTACT INFORMATION

Please provide the following information.

[Redacted]

Contact: DR. DAVE STEWART
Title: EXECUTIVE DIRECTOR
Phone: (949) 234-9408
Email: dpstewart@capousd.org
Cell #: _____
Fax: _____

[Redacted]

Contact: Stacey Shapero
Title: Senior Staff Secretary
Phone: (949) 234-9409
Email: sashapero@capousd.org
Fax: _____



**Solution Tree, Inc.
Purchase Agreement**

Effective November 15, 2019, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Capistrano Unified School District ("Customer") located at 33122 Valle Road San Juan Capistrano, CA US 92675 agree as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$8,300.00
Total	\$8,300.00

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,660.00	Upon execution of Agreement
Onsite Professional Development	\$6,640.00	July 22, 2020

3. Onsite Professional Development

- 3.1. Description of Services:** Solution Tree agrees to provide a speaker, Luis F. Cruz ("Associate"), to disseminate information for Customer on the topic of *PLC at Work®* on July 22, 2020.
- 3.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. General Terms

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated

v17.1.1



reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

4.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

a. Onsite Professional Development: If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

David Stewart
Executive Director of Professional Development
Capistrano Unified School District

Date

Ali Cummins
Director of Professional Development
Solution Tree, Inc.

Date

Please email this Agreement to Chris Lacey at Chris.Lacey@SolutionTree.com or fax to 866.308.3135.



reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

4.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

a. Onsite Professional Development: If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

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This Agreement is acknowledged and accepted by Customer and Solution Tree:

David Stewart
Executive Director of Professional Development
Capistrano Unified School District

Date

Ali Cummins
Director of Professional Development
Solution Tree, Inc.

Date

Please email this Agreement to Chris Lacey at Chris.Lacey@SolutionTree.com or fax to 866.308.3135.



CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Dave Stewart
Title: Exec. Director Employee Engagement
Phone: (949) 234-9408
Email: dps Stewart@capousd.org
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: Stacey Shapiro
Title: Sr. Staff Secretary
Phone: (949) 234-9409
Email: Sshapiro@capousd.org
Fax: _____

Instructions:
PLEASE NOTE: Registrations will not be processed and seats are not held until payment has been received by Solution Tree.
 If you are using a purchase order for registrations, we must have a copy of the official purchase order faxed to our office.
 The purchase order MUST note payment terms of net 30 days from the date of invoice.

1) Please email this form back to Solution Tree at mikeslanczak@SolutionTree.com (Do not scan or fax. It becomes illegible).
2) Please do not use district information on this form UNLESS the person works in the district office.

ATTN: DISTRICTS, WE MUST HAVE THE ACTUAL LOCATION WHERE THE EDUCATOR WORKS EACH DAY (school info only for school personnel)

Solution Tree Sales Representative (if applicable): Mike Slanczak

Please fax/mail purchase order or mail check to:

FOR US EVENTS (PAYABLE IN US FUNDS):

Solution Tree
 555 North Morton St
 Bloomington, IN 47404
 phone: 812.336.7790 fax: 812.336.7790

FOR CAD EVENTS (PAYABLE IN CAD FUNDS):

Solution Tree Education Canada, Inc.
 PO Box 3250
 Mississauga, ON L4V 4J4 CANADA
 phone: 800.733.6786

Cancellations more than 90 days prior will require a \$75 processing fee (\$100 CAD). Cancellations between 10 and 90 days prior will require half of the registration fee.

NO REFUNDS for cancellations less than 10 days prior.

We recommend substitutions for those who cannot attend. Substitutions can be emailed to registration@solution-tree.com.

Contact Person: Stacy Shappero
 On-Site Team Leader: Pam Sawyer
 Organization: Clarence Lobo Elementary, CUSD
 PO#, Check #, or CC#: M8802117
 CC exp. & CVV code:
 Conf Date & Location: Sept 19-21 Long Beach

sample for school personnel	First Name	Last Name	Title/Profession	Work Address	School Name	City	State/Province	Zip/Postal Code	Work Phone	Email
	Sally	White	Principal (HS)	3901 N Kinser Pike	Bloomington High School North	Bloomington	IN	47403	812-555-1212	sally@north.morris.net
	Rhonda	Williams	Supt	1 Monroe Way	Montgomery Schools	Bloomington	IN	47405	812-555-1111	rhonda@montgomery.net
1	Laura	Kindron	Principal (ES)	200 Avenida Vista Montana	Clarence Lobo Elementary School	San Clemente	CA	92672	949-366-6740	laurakindron@clarence-lobo.net
2	Kassi	Greene	Teacher	200 Avenida Vista Montana	Clarence Lobo Elementary School	San Clemente	CA	92672	949-366-6740	kassigreene@clarence-lobo.net
3	Barrie	Fitzgerald	Teacher	200 Avenida Vista Montana	Clarence Lobo Elementary School	San Clemente	CA	92672	949-366-6740	barriefitzgerald@clarence-lobo.net
4	Krysi	MacBain	Teacher	200 Avenida Vista Montana	Clarence Lobo Elementary School	San Clemente	CA	92672	949-366-6740	krysi@clarence-lobo.net
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Live event in Long Beach

Option 1: Regular attendance at live event

Virtual Attendance via Portable Event Package - Portable Event Package (PEP) (click for details)

- Gain 30-day unlimited access to three keynote sessions and five breakout sessions of your choosing
- Receive event materials, including a program guide, resource book, event T-shirt, and a copy of the latest issue of *AllThingsPLC Magazine*
- Participate in virtual team time guided by a PLC or RTI at Work expert who will help clarify any questions and guide you on possible next steps
- Qualify for a bookstore discount during your 30-day virtual event access

Registration fees: Discount rate of \$629.00 per registration applies for either option.

Change or Cancellation of Reservations:

Registrations can be changed from live to virtual event if requested.

Solution Tree cancellation policy: Cancellations more than 90 days prior to the event require a \$75.00 processing fee per person. Cancellations between 10 and 90 days prior to the event require half the registration fee per person. Cancellations less than 10 days prior to the event will receive no refund.

Steps to complete registration:

1. Create PR to Solution Tree
 - a. Budget code will be from site funds, as this is not District funded
 - b. Stacey Shapero will forward contract to be added to Dynafile with completed RTAs
 - c. Please add to PR notes: Solution Tree Contact: Mike Stanczak mike.stanczak@solutiontree.com
2. Create RTAs for teachers who will be attending.
3. RTAs signed by teachers and principal should be forwarded to Stacey Shapero in Professional Learning to complete District signatures and be returned to your site.
4. Fill in names of teachers, PR number and whether live or virtual registration is preferred on the tab for your school on [2020-2021 Solution Tree Conference Planning Sheet](#)
5. Complete Solution Tree excel sheet (attached) and email to mike.stanczak@solutiontree.com

Please get PR and RTAs to me before June 4th, and feel free to reach out if you have questions or need support. If for any reason you will not be using all nine reservations, please let us know so that any extras can be offered to those on our waiting list.

Stacey Shapero

Senior Staff Secretary, Professional Learning
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
(949) 234-9409

From: Stewart, David P. <DPSTEWART@capousd.org>

Sent: Thursday, May 14, 2020 9:33 AM

To: Shapero, Stacey A. <SASHAPERO@capousd.org>

Subject: FW: PLC Institute September 23-25

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

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

Prepared by: Sean Rozell, Chief Technology Officer
Lynh Rust, Executive Director, Contracts and Purchasing

Date: February 17, 2021

Board Item: Award of Request for Proposals No. 2-2021, E-Rate Category 2 – CDW Government LLC

HISTORY

Public Contract Code § 20111 requires competitive bidding for public contracts involving an expenditure of more than \$50,000 (adjusted annually by the California Department of Education (CDE)), including the purchase of materials or supplies to be furnished to the District. In December 2020, CDE adjusted the bid limit to be \$96,700.

The federal E-Rate program pays a matching percentage of network infrastructure equipment and internet access for school districts across the country. The District qualifies for an approximate 50% match, and has been given access to \$154 per ADA to use with matching funds across a five year period.

BACKGROUND INFORMATION

As required by Public Contract Code § 20112 and § 20118.2(d), the Board approved utilizing the Request for Proposals (RFP) methodology to procure eligible E-Rate items on January 20, 2021. Pursuant to Public Contract Code § 20112, § 20118.1 *et seq.* and Government Code § 6066, RFP No. 2-2021, E-Rate Category 2 was advertised in a newspaper of general circulation published in the District at least once a week for two weeks with a minimum of five days in between each publication date, not counting the publication dates. RFP 2-2021 was published in the Orange County Register on December 18, 2020 and December 28, 2020. Bids were due on January 26, 2021, at 9:00 a.m. Three proposal packages were submitted to the District for consideration prior to the deadline from CDW Government LLC (CDWG), Development Group Incorporated (DGI), and GigaKOM.

Pursuant to Public Contract Code § 20118.1, *et seq.* for competitive RFP situations, one of the three lowest responsive, responsible proposals must be awarded the contract, with the price being the most heavily determining factor. Of the three proposals received for Category 2, which consisted of wireless access points (WAPs) and switches, CDWG was the lowest priced and highest scoring proposal, based on the criteria laid out in the RFP documents.

CURRENT CONSIDERATIONS

The wide area network (WAN) services, WAPs, and switches are crucial to the educational and functional activities of the District. Procurement through the RFP process will allow the District to apply for partial funding from the federal FCC E-Rate program. The pricing submitted by CDWG is presented to the Board for approval for the E-Rate filing window.

All contracts and purchases will be subject to the limitations enumerated in the RFP documents, including, but not limited to, availability of E-Rate funding and appropriation by the Board for Fiscal Year 2021-2022. Subject to such limitations, purchases of equipment and services awarded to the winning bidders will begin on or after July 1, 2021, for an initial period of three-years with two one-year renewal periods, at the option of the Board.

FINANCIAL IMPLICATIONS

The E-Rate Category 2 award to CDWG for wireless access points and network switching hardware will have a total fiscal impact of \$1.5 million, of which the District is anticipated to fund 49 percent of that cost, or an estimated \$750,000. The District's portion will be paid for through a combination of general funds and permitted CFD funds. The remainder is paid for through the Federal Government's E-Rate program.

OTHER INFORMATION

District staff initiated this E-Rate competitive RFP process in order to reduce costs and ensure that the District is taking advantage of all existing E-Rate and other available funds. Increased bandwidth availability combined with greater carrier competition has driven down bandwidth costs in recent years. Engaging in this competitive process allows for the assurance the District is receiving the best possible price on this critical piece of data infrastructure. In addition, the District switching hardware is quickly approaching the end of its serviceable life. District staff evaluated several different switching and wireless platforms for performance, reliability, manageability and cost effectiveness. By changing network switching and wireless platforms, the District will save approximately \$2 million from our previous E-Rate Category 2 RFP as well as saving additional ongoing costs associated with the previous vendor.

STAFF RECOMMENDATION

It is recommended the Board approve the pricing agreement with CDWG and permit purchases through the RFP No. 2-2021, E-Rate Category 2 award when District needs and fund availability become necessary.

PREPARED BY: Sean Rozell, Chief Technology Officer
Lynh Rust, Executive Director, Contracts and Purchasing

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

Price Comparison

Device Package	CDWG	DGI	GigaKom
Option 1 X 2	\$20,087.42	\$20,152.28	\$42,996.90
Option 2 X 10	\$100,538.16	\$100,662.28	\$184,891.02
Option 3 X 19	\$309,289.68	\$310,481.98	\$659,173.27
Option 4 x 1	\$18,163.19	\$18,782.23	\$38,776.83
Option 5 x 4	\$47,754.40	\$50,029.22	\$102,827.24
IAP 315 x 1005	\$336,521.99	\$342,484.45	\$663,239.70
IAP 325 x 27	\$11,510.84	\$12,661.57	\$17,818.38
IAP 375 X 72	\$41,401.62	\$47,048.89	\$87,456.96
2930M X 114	\$344,401.99	\$349,966.37	\$1,017,973.26
ROG64A x 59	\$731.08	\$731.08	\$1,561.73
JW053A X 72	\$2,598.93	\$2,408.86	\$5,145.12
JX961A X 220	\$2,086.04	\$2,180.86	\$4,657.40
1011-00 X 73	\$5,252.75	\$5,486.36	\$4,875.67
	\$1,240,338.09	\$1,263,076.43	\$2,831,393.48

**CDW Government LLC
Purchase Agreement for E-Rate Customers
470 Number 210010594
Contract #2463121
Spin #143005588
FCC Registration #0012123287**

This E-Rate Customer Purchase Agreement (this “Agreement”) is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 (“Seller”), and Capistrano Unified School District, a non-profit school or library eligible for Universal Service funding, with offices at 33122 Valle Road, San Juan Capo, CA 92675 (“Customer”) and is effective on April 1, 2021 (“Effective Date”).

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

“E-Rate” – The education rate funding program that is a part of the Schools and Libraries Program that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.

“Products” – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.

“Customer” – an E-Rate customer that is a school or library eligible to participate in the E-Rate program and, that is applying for E-Rate discount on Products ordered from Seller.

“Funding Commitment Decision Letter” or “FCDL” – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.

“Funding Year” – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products.

“SLP” - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission (“FCC”).

“Universal Service Administrative Co.” or “USAC” – The not for profit organization designated by the U.S. Federal Communications Commission (“FCC”) to administer and ensure compliance with the Universal Services Fund.

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions on Seller’s website at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> (the “Product Sales Terms and Conditions”), unless otherwise stated herein.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller.

3. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.

Phone: 800-328-4239

Vernon Hills, IL 60061

Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms

Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.

1. Form 474 Service Provider Invoice (SPI) Method

Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

All payments, regardless of method, shall be submitted to the address set forth below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall commence on April 1, 2021 ("Effective Date") and be valid through Funding Year 24. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order upon written notice to

Seller in the event that funds are not appropriated to Customer under this program (“Termination Notice”). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that Seller has shipped or services already provided or subscribed and purchased prior to Seller’s receipt of the Termination Notice. Customer shall also be responsible for any of Seller’s out-of-pocket costs arising as a result of any such termination.

The term of this Agreement may be renewed in the event that Customer receives an extension of funding from the SLP and upon Seller’s and Customer’s mutual written consent.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:
Capistrano Unified School District
Attn: Sean Rozell
33122 Valle Road
San Juan Capo, CA, 92675

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein Customer shall submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. **This contract is for Funding Year 24 (2021) which is effective as of July 1, 2021 and terminates on June 30, 2022.**

CDW Government LLC

Customer

(Authorized Signature)

(Authorized Signature)

Printed Name

Lynh N. Rust

Printed Name

Title: _____

Title: Executive Director, Contract and Purchasing

Date: _____

Date: _____

QUOTE CONFIRMATION



DEAR SEAN ROZELL,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LWHW186	1/21/2021	ERATE - AP-315	264395	\$336,521.99

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba Instant IAP-315 (US) - wireless access point Mfg. Part#: JW813A UNSPSC: 43223108 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	1005	4361281	\$240.10	\$241,300.50
HPE Foundation Care Next Business Day Exchange Service - extended service a Mfg. Part#: H8AT0E UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: MARKET	1005	5015426	\$59.14	\$59,435.70
HPE Aruba AirWave - license - 1 device Mfg. Part#: JW605AAE UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	1005	4361244	\$11.25	\$11,306.25
HPE Foundation Care Software Support 24x7 - technical support - for Aruba A Mfg. Part#: H8HU9E UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	1005	4789183	\$5.75	\$5,778.75

PURCHASER BILLING INFO	SUBTOTAL	\$317,821.20
Billing Address: CAPISTRANO UNIFIED SCHOOL DIST ACCTS PAYABLE 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Payment Terms: ERATE QUOTES ONLY	SHIPPING	\$0.00
	SALES TAX	\$18,700.79
	GRAND TOTAL	\$336,521.99
	DELIVER TO Shipping Address: CAPISTRANO UNIFIED SCHOOL DIST ERATE SPIN#143005588 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Shipping Method: DROP SHIP-GROUND	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		



Jay Montblanc

(866) 224-5535

jaymont@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$317,821.20	\$8,434.97/Month	\$317,821.20	\$9,766.65/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

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QUOTE CONFIRMATION



DEAR SEAN ROZELL,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LWHW239	1/21/2021	ERATE - AP-325	264395	\$11,510.84

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba Instant IAP-325 - wireless access point Mfg. Part#: JW327A UNSPSC: 43223108 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	27	4361034	\$325.00	\$8,775.00
HPE Foundation Care Next Business Day Exchange Service - extended service a Mfg. Part#: H8AT0E UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: MARKET	27	5015426	\$59.14	\$1,596.78
HPE Aruba AirWave - license - 1 device Mfg. Part#: JW605AAE UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	27	4361244	\$11.25	\$303.75
HPE Foundation Care Software Support 24x7 - technical support - for Aruba A Mfg. Part#: H8HU9E UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	27	4789183	\$5.75	\$155.25

PURCHASER BILLING INFO	SUBTOTAL	\$10,830.78
Billing Address: CAPISTRANO UNIFIED SCHOOL DIST ACCTS PAYABLE 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Payment Terms: ERATE QUOTES ONLY	SHIPPING	\$0.00
	SALES TAX	\$680.06
	GRAND TOTAL	\$11,510.84
	DELIVER TO Shipping Address: CAPISTRANO UNIFIED SCHOOL DIST SEAN ROZELL 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Shipping Method: DROP SHIP-GROUND	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		



Jay Montblanc

(866) 224-5535

jaymont@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$10,830.78	\$304.24/Month	\$10,830.78	\$347.56/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LWHW289	1/21/2021	ERATE - AP-375	264395	\$41,401.62

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba AP-375 (US) - wireless access point Mfg. Part#: JZ173A UNSPSC: 43223108 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	72	4919760	\$463.00	\$33,336.00
HPE Foundation Care Next Business Day Exchange Service - extended service a Mfg. Part#: H8AT0E UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: MARKET	72	5015426	\$59.14	\$4,258.08
HPE Aruba AirWave - license - 1 device Mfg. Part#: JW605AAE UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	72	4361244	\$11.25	\$810.00
HPE Foundation Care Software Support 24x7 - technical support - for Aruba A Mfg. Part#: H8HU9E UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	72	4789183	\$5.75	\$414.00

PURCHASER BILLING INFO	SUBTOTAL	\$38,818.08
Billing Address: CAPISTRANO UNIFIED SCHOOL DIST ACCTS PAYABLE 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Payment Terms: ERATE QUOTES ONLY	SHIPPING	\$0.00
	SALES TAX	\$2,583.54
	GRAND TOTAL	\$41,401.62
	DELIVER TO Shipping Address: CAPISTRANO UNIFIED SCHOOL DIST SEAN ROZELL 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Shipping Method: DROP SHIP-COMMON CARRIER	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		



Jay Montblanc

(866) 224-5535

jaymont@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$38,818.08	\$1,050.03/Month	\$38,818.08	\$1,209.96/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LWHW412	1/21/2021	EREATE - IDF SWITCH PKG	264395	\$344,401.99

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba 2930M 48G POE+ 1-Slot - switch - 48 ports - managed - rack-mounta Mfg. Part#: JL322A UNSPSC: 43222612 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	114	4524263	\$1,500.00	\$171,000.00
HPE Aruba X372 - power supply - hot-plug / redundant - 1050 Watt Mfg. Part#: JL087A#ABA UNSPSC: 39121004 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	114	4360871	\$265.00	\$30,210.00
HPE Aruba - network stacking module Mfg. Part#: JL325A UNSPSC: 43201404 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	114	4554280	\$244.13	\$27,830.82
HPE Aruba - expansion module Mfg. Part#: JL083A UNSPSC: 43201404 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	114	4360867	\$306.45	\$34,935.30
HPE Aruba - SFP+ transceiver module - 10 GigE Mfg. Part#: J9152D UNSPSC: 43201553 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	228	4965720	\$217.48	\$49,585.44
HPE stacking cable - 1.6 ft Mfg. Part#: J9734A UNSPSC: 26121609 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	114	4361342	\$37.46	\$4,270.44
HPE Aruba AirWave - license - 1 device Mfg. Part#: JW605AAE UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	114	4361244	\$11.25	\$1,282.50
HPE Foundation Care Software Support 24x7 - technical support - for Aruba A	114	4789183	\$5.75	\$655.50

QUOTE DETAILS (CONT.)

Mfg. Part#: H8HU9E
 UNSPSC: 81112201
 Electronic distribution - NO MEDIA
 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C
 (19/20-01 IT)

PURCHASER BILLING INFO	SUBTOTAL	\$319,770.00
Billing Address: CAPISTRANO UNIFIED SCHOOL DIST ACCTS PAYABLE 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$24,631.99
	GRAND TOTAL	\$344,401.99
DELIVER TO	Please remit payments to:	
Shipping Address: CAPISTRANO UNIFIED SCHOOL DIST ERATE SPIN#143005588 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Shipping Method: DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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Jay Montblanc

(866) 224-5535

jaymont@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$319,770.00	\$8,486.70/Month	\$319,770.00	\$9,826.53/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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LWHW461	1/21/2021	ERATE -MDF PKG OPT 1	264395	\$20,087.42

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba 5406R z12 - switch - managed - rack-mountable Mfg. Part#: J9821A UNSPSC: 43222612 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	2	4361359	\$581.15	\$1,162.30
HPE Aruba - power supply - 1100 Watt Mfg. Part#: J9829A#ABA UNSPSC: 39121004 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	4	4361365	\$294.00	\$1,176.00
HPE Management Module - network management device Mfg. Part#: J9827A UNSPSC: 43222634 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	2	4361363	\$600.90	\$1,201.80
HPE Aruba 8-port 1G/10GbE SFP+ MACsec v3 z12 Expansion Module Mfg. Part#: J9993A UNSPSC: 43201404 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	4	4361382	\$1,153.29	\$4,613.16
HPE Aruba - SFP+ transceiver module - 10 GigE Mfg. Part#: J9152D UNSPSC: 43201553 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	32	4965720	\$217.48	\$6,959.36
HPE - expansion module Mfg. Part#: J9986A UNSPSC: 43201404 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	4	4361375	\$874.61	\$3,498.44
HPE Aruba AirWave - license - 1 device Mfg. Part#: JW605AAE UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	2	4361244	\$11.25	\$22.50
HPE Foundation Care Software Support 24x7 - technical support - for Aruba A Mfg. Part#: H8HU9E	2	4789183	\$5.75	\$11.50

QUOTE DETAILS (CONT.)

UNSPSC: 81112201
 Electronic distribution - NO MEDIA
 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C
 (19/20-01 IT)

PURCHASER BILLING INFO		SUBTOTAL	\$18,645.06
Billing Address: CAPISTRANO UNIFIED SCHOOL DIST ACCTS PAYABLE 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$1,442.36
		GRAND TOTAL	\$20,087.42
DELIVER TO		Please remit payments to:	
Shipping Address: CAPISTRANO UNIFIED SCHOOL DIST ERATE SPIN#143005588 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Jay Montblanc

(866) 224-5535

jaymont@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$18,645.06	\$510.69/Month	\$18,645.06	\$586.95/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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LWHW489	1/21/2021	ERATE -MDF PKG OPT 2	264395	\$100,538.16

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba 5406R z12 - switch - managed - rack-mountable Mfg. Part#: J9821A UNSPSC: 43222612 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	10	4361359	\$581.15	\$5,811.50
HPE Aruba - power supply - 1100 Watt Mfg. Part#: J9829A#ABA UNSPSC: 39121004 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	20	4361365	\$294.00	\$5,880.00
HPE Management Module - network management device Mfg. Part#: J9827A UNSPSC: 43222634 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	10	4361363	\$600.90	\$6,009.00
HPE Aruba 8-port 1G/10GbE SFP+ MACsec v3 z12 Expansion Module Mfg. Part#: J9993A UNSPSC: 43201404 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	20	4361382	\$1,153.29	\$23,065.80
HPE Aruba - SFP+ transceiver module - 10 GigE Mfg. Part#: J9152D UNSPSC: 43201553 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	80	4965720	\$217.48	\$17,398.40
HPE - expansion module Mfg. Part#: J9986A UNSPSC: 43201404 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	40	4361375	\$874.61	\$34,984.40
HPE Aruba AirWave - license - 1 device Mfg. Part#: JW605AAE UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	10	4361244	\$11.25	\$112.50
HPE Foundation Care Software Support 24x7 - technical support - for Aruba A Mfg. Part#: H8HU9E	10	4789183	\$5.75	\$57.50

QUOTE DETAILS (CONT.)

UNSPSC: 81112201
 Electronic distribution - NO MEDIA
 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C
 (19/20-01 IT)

PURCHASER BILLING INFO		SUBTOTAL	\$93,319.10
Billing Address: CAPISTRANO UNIFIED SCHOOL DIST ACCTS PAYABLE 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$7,219.06
		GRAND TOTAL	\$100,538.16
DELIVER TO		Please remit payments to:	
Shipping Address: CAPISTRANO UNIFIED SCHOOL DIST ERATE SPIN#143005588 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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Jay Montblanc

(866) 224-5535

jaymont@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$93,319.10	\$2,501.89/Month	\$93,319.10	\$2,890.09/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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LWHW506	1/21/2021	ERATE -MDF PKG OPT 3	264395	\$309,289.68

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba 5406R z12 - switch - managed - rack-mountable Mfg. Part#: J9821A UNSPSC: 43222612 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	19	4361359	\$581.15	\$11,041.85
HPE Aruba - power supply - 1100 Watt Mfg. Part#: J9829A#ABA UNSPSC: 39121004 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	38	4361365	\$294.00	\$11,172.00
HPE Management Module - network management device Mfg. Part#: J9827A UNSPSC: 43222634 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	19	4361363	\$600.90	\$11,417.10
HPE Aruba 8-port 1G/10GbE SFP+ MACsec v3 z12 Expansion Module Mfg. Part#: J9993A UNSPSC: 43201404 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	76	4361382	\$1,153.29	\$87,650.04
HPE Aruba - SFP+ transceiver module - 10 GigE Mfg. Part#: J9152D UNSPSC: 43201553 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	608	4965720	\$217.48	\$132,227.84
HPE - expansion module Mfg. Part#: J9986A UNSPSC: 43201404 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	38	4361375	\$874.61	\$33,235.18
HPE Aruba AirWave - license - 1 device Mfg. Part#: JW605AAE UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	19	4361244	\$11.25	\$213.75
HPE Foundation Care Software Support 24x7 - technical support - for Aruba A Mfg. Part#: H8HU9E	19	4789183	\$5.75	\$109.25

QUOTE DETAILS (CONT.)

UNSPSC: 81112201
 Electronic distribution - NO MEDIA
 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C
 (19/20-01 IT)

PURCHASER BILLING INFO		SUBTOTAL	\$287,067.01
Billing Address: CAPISTRANO UNIFIED SCHOOL DIST ACCTS PAYABLE 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$22,222.67
		GRAND TOTAL	\$309,289.68
DELIVER TO		Please remit payments to:	
Shipping Address: CAPISTRANO UNIFIED SCHOOL DIST ERATE SPIN#143005588 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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Jay Montblanc

(866) 224-5535

jaymont@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$287,067.01	\$7,618.76/Month	\$287,067.01	\$8,821.57/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

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QUOTE CONFIRMATION



DEAR SEAN ROZELL,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LWHW532	1/21/2021	ERATE -MDF PKG OPT 4	264395	\$18,163.19

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba 5406R zl2 - switch - managed - rack-mountable Mfg. Part#: J9821A UNSPSC: 43222612 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	1	4361359	\$581.15	\$581.15
HPE Aruba - power supply - 1100 Watt Mfg. Part#: J9829A#ABA UNSPSC: 39121004 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	2	4361365	\$294.00	\$588.00
HPE Management Module - network management device Mfg. Part#: J9827A UNSPSC: 43222634 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	1	4361363	\$600.90	\$600.90
HPE Aruba 8-port 1G/10GbE SFP+ MACsec v3 zl2 Expansion Module Mfg. Part#: J9993A UNSPSC: 43201404 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	4	4361382	\$1,153.29	\$4,613.16
HPE Aruba - SFP+ transceiver module - 10 GigE Mfg. Part#: J9152D UNSPSC: 43201553 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	32	4965720	\$217.48	\$6,959.36
HPE - expansion module Mfg. Part#: J9986A UNSPSC: 43201404 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	4	4361375	\$874.61	\$3,498.44
HPE Aruba AirWave - license - 1 device Mfg. Part#: JW605AAE UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	1	4361244	\$11.25	\$11.25
HPE Foundation Care Software Support 24x7 - technical support - for Aruba A Mfg. Part#: H8HU9E	1	4789183	\$5.75	\$5.75

QUOTE DETAILS (CONT.)

UNSPSC: 81112201
 Electronic distribution - NO MEDIA
 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C
 (19/20-01 IT)

PURCHASER BILLING INFO		SUBTOTAL	\$16,858.01
Billing Address: CAPISTRANO UNIFIED SCHOOL DIST ACCTS PAYABLE 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$1,305.18
		GRAND TOTAL	\$18,163.19
DELIVER TO		Please remit payments to:	
Shipping Address: CAPISTRANO UNIFIED SCHOOL DIST ERATE SPIN#143005588 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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Jay Montblanc

(866) 224-5535

jaymont@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$16,858.01	\$461.74/Month	\$16,858.01	\$530.69/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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QUOTE CONFIRMATION



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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LWHW553	1/21/2021	ERATE -MDF PKG OPT 5	264395	\$47,754.40

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba 5406R z12 - switch - managed - rack-mountable Mfg. Part#: J9821A UNSPSC: 43222612 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	4	4361359	\$581.15	\$2,324.60
HPE Aruba - power supply - 1100 Watt Mfg. Part#: J9829A#ABA UNSPSC: 39121004 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	8	4361365	\$294.00	\$2,352.00
HPE Management Module - network management device Mfg. Part#: J9827A UNSPSC: 43222634 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	4	4361363	\$600.90	\$2,403.60
HPE Aruba 8-port 1G/10GbE SFP+ MACsec v3 z12 Expansion Module Mfg. Part#: J9993A UNSPSC: 43201404 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	8	4361382	\$1,153.29	\$9,226.32
HPE Aruba - SFP+ transceiver module - 10 GigE Mfg. Part#: J9152D UNSPSC: 43201553 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	32	4965720	\$217.48	\$6,959.36
HPE - expansion module Mfg. Part#: J9986A UNSPSC: 43201404 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	24	4361375	\$874.61	\$20,990.64
HPE Aruba AirWave - license - 1 device Mfg. Part#: JW605AAE UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	4	4361244	\$11.25	\$45.00
HPE Foundation Care Software Support 24x7 - technical support - for Aruba A Mfg. Part#: H8HU9E	4	4789183	\$5.75	\$23.00

QUOTE DETAILS (CONT.)

UNSPSC: 81112201
 Electronic distribution - NO MEDIA
 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C
 (19/20-01 IT)

PURCHASER BILLING INFO		SUBTOTAL	\$44,324.52
Billing Address: CAPISTRANO UNIFIED SCHOOL DIST ACCTS PAYABLE 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$3,429.88
		GRAND TOTAL	\$47,754.40
DELIVER TO		Please remit payments to:	
Shipping Address: CAPISTRANO UNIFIED SCHOOL DIST ERATE SPIN#143005588 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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Jay Montblanc

(866) 224-5535

jaymont@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$44,324.52	\$1,198.98/Month	\$44,324.52	\$1,381.60/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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QUOTE CONFIRMATION



DEAR SEAN ROZELL,

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LWHW600	1/21/2021	ERATE - MISC MNT/BRCKTS	264395	\$10,668.80

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Aruba AP-310-MNT-W3 AP Flat Surface Mount Kit for 310 Series - White Mfg. Part#: R0G64A UNSPSC: 31162313 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	59	5203579	\$11.50	\$678.50
HPE Aruba Outdoor Pole/Wall Short Mount Kit - network device mounting kit Mfg. Part#: JW053A UNSPSC: 31162313 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	72	4360933	\$33.50	\$2,412.00
HPE Aruba AP-MNT-CM1 - network device mounting kit Mfg. Part#: JX961A UNSPSC: 31162313 Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	220	4361299	\$8.80	\$1,936.00
OBERON RIGHT ANGLE AP MOUNT W/T-BAR Mfg. Part#: 1011-00-WH-DUP Contract: Irvine USD 19/20-01 IT Tech & Peripherals Orange C (19/20-01 IT)	73	5035017	\$66.78	\$4,874.94

PURCHASER BILLING INFO	SUBTOTAL	\$9,901.44
Billing Address: CAPISTRANO UNIFIED SCHOOL DIST ACCTS PAYABLE 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$767.36
	GRAND TOTAL	\$10,668.80
	DELIVER TO Shipping Address: CAPISTRANO UNIFIED SCHOOL DIST ERATE SPIN#143005588 33122 VALLE RD SAN JUAN CAPISTRANO, CA 92675-4859 Phone: (949) 234-9441 Shipping Method: DROP SHIP-GROUND	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		



Jay Montblanc

(866) 224-5535

jaymont@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$9,901.44	\$278.13/Month	\$9,901.44	\$317.74/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
Prepared by: Lynh Rust, Executive Director, Contracts and Purchasing

Date: February 17, 2021

Board Item: Second Extension of Bid No. 1819-11, Fire Alarm Inspection Services - CAL Building Systems and Time and Alarm Systems

HISTORY

Public Contract Code § 20111 requires competitive bidding for public contracts involving an expenditure of more than \$50,000 (adjusted annually by the California Department of Education (CDE), including the purchase of materials or supplies to be furnished to the District. In December 2020, CDE adjusted the bid limit to be \$96,700.

BACKGROUND INFORMATION

As required by Public Contract Code § 20112 and Government Code § 6066, Bid No. 1819-11, Fire Alarm Inspection Services was advertised in a newspaper of general circulation published in the District at least once a week for two weeks with a minimum of five days in between each publication date, not counting the publication dates. The overall objective of the bid was to provide vendors the opportunity to bid a unit price for three separate categories of fire alarm services: 1 - Fire Alarm Inspection Services, 2 - Comprehensive Fire Alarm Assessment, and 3 - Fire Alarm Repairs. Bid No. 1819-11 was published in the Orange County Register on January 18, 2019 and January 25, 2019. Bids were due on February 8, 2019, at 10:00 a.m. Eight bidders registered and downloaded the bid documents; however, only two bid packages were submitted to the District for consideration prior to the deadline.

In competitive bidding situations, the lowest responsive, responsible bidder must be awarded the bid, with the price being the sole determining factor. The lowest responsive, responsible bidder in Bid No. 1819-11 was determined for Categories 1 and 2 by the lowest total aggregate price bid while weighted job scenarios was used to determine the lowest bidder for Category 3.

CAL Building Systems and Time and Alarm Systems were determined the lowest responsive, responsible bidders per category and the Board approved the awards on March 13, 2019.

On July 15, 2020, the Board approved the First Extension for an additional one-year term through March 31, 2021 at the same prices under the initial bid term.

CURRENT CONSIDERATIONS

Now that the First Extension of Bid No. 1819-11 is nearing its natural conclusion, CAL Building Systems and Time and Alarm Systems agree to the proposed extension period of one year, through March 31, 2022 at the same prices under the initial award term. The proposed extension is presented to the Board for approval.

FINANCIAL IMPLICATIONS

The proposed bid extension does not have a specified maximum limit the District cannot exceed, nor a minimum amount the District must procure with the vendors. The Maintenance and Operations department estimates the annual expenditures under this bid to be approximately \$222,000 funded by the general fund and the deferred maintenance. Actual expenditures may vary depending on the availability of funds and District needs.

STAFF RECOMMENDATION

It is recommended the Board approve the Second Extension of Bid No. 1819-11, Fire Alarm Inspection Services to CAL Building Systems for Categories 1 and 2 and Time and Alarm Systems for Category 3.

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

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

SECOND EXTENSION OF BID NO. 1819-11 – FIRE ALARM INSPECTION SERVICES
BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CAL BUILDING SYSTEMS

This Second Extension of Bid No. 1819-11 is entered into by and between Capistrano Unified School District, hereinafter referred to as “District,” and CAL Building Systems (hereinafter referred to as “Vendor”).

RECITALS

WHEREAS, on March 13, 2019, District’s Board of Trustees awarded Categories 1 and 2 of Bid No. 1819-11 to Vendor for the term of April 1, 2019, through March 31, 2020, with the option to extend for two (2) one-year renewal terms from the expiration of the initial contract period, under the same terms, conditions, etc. at the option of the Board of Trustees;

WHEREAS, on July 15, 2020, District’s Board of Trustees approved the First Extension of Bid No. 1819-11 with Vendor for the term April 1, 2020 through March 31, 2021 at the same prices under the initial bid award term; A copy of said First Extension of Bid No. 1819-11 is attached as Exhibit 2 to this Second Extension; and

WHEREAS, District desires to extend the award of Bid No. 1819-11 – Fire Alarm Inspection Services to reflect an additional twelve (12) month term from April 1, 2021 through March 31, 2022 at the same prices under the initial bid award term.

NOW, THEREFORE, said Agreement is amended as follows:

1. Award of Bid No. 1819-11 to Vendor will be extended through March 31, 2022.
2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

John Hassler
Print Name

Executive Director, Contracts & Purchasing
Title

Corporate Secretary
Title

Board Approval Date: February 17, 2021

Date: _____

EXHIBIT 2

FIRST EXTENSION OF BID NO. 1819-11 – FIRE ALARM INSPECTION SERVICES
BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CAL BUILDING SYSTEMS

This First Extension of Bid No. 1819-11 is entered into by and between Capistrano Unified School District, hereinafter referred to as “District,” and CAL Building Systems (hereinafter referred to as “Vendor”).

RECITALS

WHEREAS, on March 13, 2019, District’s Board of Trustees awarded Categories 1 and 2 of Bid No. 1819-11 to Vendor for the term of April 1, 2019 through March 31, 2020, with the option to extend for two (2) one-year renewal terms from the expiration date of the initial contract period, under the same terms, conditions, etc. at the option of the Board of Trustees. A copy of the awarded Bid No. 1819-11 – Fire Alarm Inspection Services to Vendor is attached as Exhibit 1 to this First Extension;

WHEREAS, District desires to extend the award of Bid No. 1819-11 – Fire Alarm Inspection Services to reflect an additional twelve (12) month term from April 1, 2020 through March 31, 2021 at the same prices under the initial bid award term.

NOW, THEREFORE, said Agreement is amended as follows:

1. Award of Bid No. 1819-11 to Vendor will be extended through March 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

Vendor

DocuSigned by:
Josh Readman
By: _____
646C022CF662410...
Signature

By: *JHd*

Signature

Lynh N. Rust

Print Name

John Hassler

Print Name

Executive Director, Contracts & Purchasing

Title

Corporate Secretary

Title

Board Approval Date: July 15, 2020

Date: 6/29/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
FIRE ALARM INSPECTION SERVICES
BID 1819-11

COMPANY NAME CALBUILDING
SYSTEMS

V. BID FORM

TO: The Board of Trustees of the Capistrano Unified School District

In compliance with this Bid, the undersigned hereby agrees to furnish all labor, materials, and equipment to perform the service described in the proposed contract which is enclosed herewith; and to do so in strict accordance with the provisions of the proposed contract.

ENCLOSURES

1. The Bid Bond; to be signed and dated by the Bidder;
2. The Bid Form, to be signed and dated by the Bidder;
3. Information Required of Bidder, to be filled out and signed by the Bidder;
4. A Non collusion Declaration, to be signed and dated by the Bidder;
5. Faithful Performance Bond;
6. Payment Bond Form;
7. A Statement of Bidder's Experience and Financial Condition, to be completed, supplemented, signed, and dated by Bidder;
8. Contractor's Certification Regarding Background Checks;
9. Conflict of Interest;
10. Drug, Alcohol & Tobacco Certificates to be signed and dated by the Bidder;
11. Contractor's Certificate Regarding Workers' Compensation Insurance, to be signed by the Bidder;
12. Certificate of Liability Insurance (General Liability and Automotive);
13. Contractor's Certificate Regarding Non-Asbestos Containing Materials;
14. Compliance With Safety Regulations;
15. W-9 Form

RESPONDENT ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number
1	_____	_____	_____

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

Bid No. 1819-11
FIRE ALARM INSPECTION SERVICES

CAPISTRANO UNIFIED SCHOOL DISTRICT
FIRE ALARM INSPECTION SERVICES
BID 1819-11

COMPANY NAME CAL BUILDING
SYSTEMS

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- Bidder must complete all items, or the bid submitted may be declared non-responsive.
- Award of bid, to the lowest responsive and responsible bidder, will be determined by a weighted job scenario for Categories 1 and 3, and by total cost for Category 2. Bidder must meet all the terms and specifications. Notwithstanding, CUSD reserved the right to award the bid as deemed necessary and in the best interest of CUSD.

Category 1:

NFPA 72 Testing & Inspections Annual Rates:			
Location	FA System	Monitored	Annual FA Testing Fee
ANHS	4020 Simplex	Yes	\$3,268.00
Aliso Viejo MS	4020 Simplex	Yes	\$1,634.00
Ambuehl ES	7200 FCI	Yes	\$433.00
Arroyo Vista K8	7200 FCI	Yes	\$2,219.00
Barcelona K8	Faraday	Yes	\$699.00
Bathgate ES	FCID	Yes	\$699.00
Benedict ES	4800 Notifier	No	\$1,102.00
Bergeson ES	Simplex	No	\$616.00
Bernice Ayers MS	FCI Mico	Yes	\$1,148.00
Canyon Vista ES	7200 FCI	Yes	\$958.00
CVHS	7200 FCI	Yes	\$5,905.00
Castille ES	7200 FCI	Yes	\$958.00
Chaparral ES	7200 FCI	Yes	\$1,467.00
Concordia ES	7200 FCI	No	\$2,364.00
DHHS	7200 FCI	Yes	\$4,887.00
Del Obispo ES	4020 Simplex	No	\$329.00
Don Juan Avila ES/MS	7200 FCI	Yes	\$2,014.00

BID FORM 2

CAPISTRANO UNIFIED SCHOOL DISTRICT
FIRE ALARM INSPECTION SERVICES
BID 1819-11

COMPANY NAME CAL BUILDING
SYSTEMS

Ed Center	7200 FCI	Yes	\$1,398.00
Esencia K8	E3 FCI	Yes	\$2,316.00
Foxborough K8	4020 Simplex	No	\$646.00
Hankey K8	7100 FCI	Yes	\$1,930.00
Hidden Hills ES	4020 Simplex	Yes	\$912.00
Junipero Serra HS	TYCO	No	\$289.00
Junipero Serra HS	4001 Simplex	No	\$760.00
Kinoshita ES	7200 FCI	Yes	\$1,064.00
Ladera Ranch ES/MS	E3 FCI	Yes	\$3,146.00
Laguna Niguel ES	7200 FCI	Yes	\$996.00
Las Flores ES/MS	E3 FCI	Yes	\$2014.00
Las Palmas ES	7200 FCI	Yes	\$1,789.00
Lobo ES	4020 Simplex	Yes	\$920.00
M&O	2001 Simplex	No	\$314.00
Malcom ES	Silent Knight	Yes	\$1,368.00
Marblehead ES	4020 Simplex	Yes	\$1,026.00
Marco Forster MS	7200 FCI	Yes	\$3,124.00
Moulton ES	7200 FCI	Yes	\$1,307.00
Newhart MS	7200 FCI	No	\$2,166.00
Niguel Hills MS	Silent Knight	No	\$676.00
Niguel Hills MS	2002 Simplex	No	\$380.00
Oak Grove ES	7200 FCI	Yes	\$1,155.00
Crown Valley K8	7200 FCI	Yes	\$2,022.00
Oso Grande ES	7200 FCI	Yes	\$2,341.00
Palisades ES	7200 FCI	No	\$1,816.00
R. H. Dana ES	4006 Simplex	No	\$418.00

BID FORM 3

CAPISTRANO UNIFIED SCHOOL DISTRICT
FIRE ALARM INSPECTION SERVICES
BID 1819-11

COMPANY NAME CAL BUILDING
SYSTEMS

R. H. Dana ENF	4208 Simplex	No	\$ 338.00
Reilly ES	FCID	Yes	\$ 1,383.00
SCHS	E3 FCI	No	\$ 2,880.00
SCHS UC	E3 FCI	Yes	\$ 357.00
San Juan ES	4020 Simplex	No	\$ 357.00
SJHHS	7200 FCI	Yes	\$ 4,560.00
SJHHS	E3 FCI	Yes	\$ 4,560.00
Shorecliffs MS	7200 FCI	No	\$ 828.00
Shorecliffs MS	2002 Simplex	No	\$ 252.00
THS	Notifier	Yes	\$ 3,686.00
Thornsley	2001 Simplex	No	\$ 1,064.00
Tijeras Creek ES	Radionics	Yes	\$ 1,041.00
Transportation North	7200 FCI	Yes	\$ 327.00
Viejo ES	7100 FCI	Yes	\$ 2060.00
Vista del Mar ES/MS	7200 FCI	Yes	\$ 1,968.00
Wagon Wheel ES	7200 FCI	Yes	\$ 1,148.00
George White ES	FCID	Yes	\$ 608.00
Wood Canyon ES	4020 Simplex	Yes	\$ 1,224.00

BID FORM 4

CAPISTRANO UNIFIED SCHOOL DISTRICT
 FIRE ALARM INSPECTION SERVICES
 BID 1819-11

COMPANY NAME CAL BUILDING SYSTEMS

Category 2:

Annual Site Evaluation Services Districtwide:	\$22,000.00
---	-------------

Category 3:

Field Services - Labor and Material Rates for Emergency Repairs and or Routine Repair and Maintenance:					
Line Item	Description	Regular Time	Second Shift	Overtime	% Mark-up
1.	Foreman	130-	130-	260-	
2.	Journeyman	130-	130-	260-	
3.	Apprentice	130-	130-	260-	
4.	Parts and Supply % mark-up (unit cost below \$99.99)				15%
5.	Parts and Supply % mark-up (unit cost \$100.00-\$499.99)				15%
6.	Equipment % mark-up (unit cost \$500.00-\$4,999.99)				15%
7.	Capital Equipment % mark-up over \$5,000				15%

CAPISTRANO UNIFIED SCHOOL DISTRICT
FIRE ALARM INSPECTION SERVICES
BID 1819-11

COMPANY NAME CAL BUILDING SYSTEMS

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: CAL BUILDING SYSTEMS
(a CA S Corporation¹)
Business Address: 2903 SATURN ST., STE F
BREA, CA 92821
Telephone: (714) 993. 9650
Signed by: [Signature], President, Date: 2.16.19
Print Name: RUSSEL STAFFORD President
Signed by: [Signature], Secretary, Date: 2.6.19
Print Name: JOHN HASSLER, Secretary
[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

CAPISTRANO UNIFIED SCHOOL DISTRICT
FIRE ALARM INSPECTION SERVICES
BID 1819-11

COMPANY NAME CAL BUILDING
SYSTEMS

Joint Venturer Name: _____
Signed by: _____, Joint Venturer
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Other Parties to ***If an individual:*** _____
Joint Venture: (Name)
Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____;
Business Address: _____

Telephone: _____

If a Partnership: _____ (Name)
Signed by: _____, Partner
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

If a Corporation: _____ (a _____ Corporation)
Signed By: _____ Date: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____

Telephone: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID NO. 1819-11
FIRE ALARM INSPECTION SERVICES

COMPANY NAME: CAL Building Systems

AGREEMENT

THIS AGREEMENT, dated March 14, 2019, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "CUSD"), and CAL Building Systems, (hereinafter referred to as "CONTRACTOR").

CUSD and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1819-11, FIRE ALARM INSPECTION SERVICES** according to all the terms and conditions set forth in the Bid Documents.

2. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the CONTRACTOR, the CONTRACTOR will execute and deliver to CUSD the Agreement and will also furnish and deliver to CUSD the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by CUSD. It is understood that should CONTRACTOR fail or refuse to return these documents as required by CUSD, the bid security shall be forfeited to CUSD.

3. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions, then this Agreement shall terminate or be suspended as set forth in General Conditions.

4. Termination for Convenience. CUSD has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from CUSD of such termination for CUSD'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by CUSD in the notice;
- (ii) Take any actions necessary, or that CUSD may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for CUSD'S convenience, CONTRACTOR shall be entitled to receive payment from CUSD for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work

Agreement 1

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID NO. 1819-11
FIRE ALARM INSPECTION SERVICES

COMPANY NAME: CAL Building Systems

completed. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to CUSD.

5. CONTRACTOR offers and agrees it will assign to CUSD all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the CONTRACTOR for sale to CUSD pursuant to the bid. Such assignment shall be made and become effective at the time CUSD tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

6. The undersigned hereby warrants that the CONTRACTOR has an appropriate license, License No. 521087, Class C-7, at the time of the bid opening, that such license entitles CONTRACTOR to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. CONTRACTOR shall be nonresponsive if the CONTRACTOR is not licensed as required by CUSD at the time of the bid opening.

7. CONTRACTOR hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the CONTRACTOR shall indemnify, hold harmless and defend CUSD against any and all actions, proceedings, penalties or claims arising out of the CONTRACTOR's failure to comply strictly with the IRCA.

8. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. CONTRACTOR understands and agrees that failure to submit a completed and signed affidavit will render the CONTRACTOR automatically nonresponsive.

9. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, CUSD, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

Agreement 2

CAPISTRANO UNIFIED SCHOOL DISTRICT
 BID NO. 1819-11
 FIRE ALARM INSPECTION SERVICES

COMPANY NAME: CAL Building Systems

- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Bid Documents;
- (d) any failure to coordinate the work of other CONTRACTOR's;
- (e) any failure to provide notice to any party as required under the Bid Documents;
- (f) any failure to act in such a manner as to protect CUSD and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which CUSD may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CUSD may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Bid Documents for the purpose of resolving such claims; provided, however, that CUSD may release such funds if the CONTRACTOR provides CUSD with reasonable assurance of protection of CUSD's interests. CUSD shall in its sole discretion determine whether such assurances are reasonable.

10. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, to take out and maintain the insurance coverages set forth below and in FIRE INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE, WORKERS' COMPENSATION INSURANCE, and PROOF OF CARRIAGE OF INSURANCE of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by CUSD including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$1,000,000.00
--	-----------------------

and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$1,000,000.00
--	-----------------------

Property Damage Insurance in an amount not less than	\$1,000,000.00
--	-----------------------

Course of Construction Insurance without exclusion or limitation in an amount not less than	\$1,000,000.00
---	-----------------------

Agreement 3

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID NO. 1819-11
FIRE ALARM INSPECTION SERVICES

COMPANY NAME: CAL Building Systems

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above
Material hoist where used in amounts as above

Escrow Account: N/A

11. The undersigned will grant CUSD the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. CONTRACTOR should note any exceptions.

Extension option for term of April 1, 2020 through March 31, 2021:
____ Option granted ____ Option not granted

Extension option for term of April 1, 2021 through March 31, 2022:
____ Option granted ____ Option not granted

12. CONTRACTOR attests to having read and understands all documents contained and referenced in this bid.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID NO. 1819-11
FIRE ALARM INSPECTION SERVICES

COMPANY NAME: CAL Building Systems

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: CAL BUILDING SYSTEMS INC.
(a CALIFORNIA Corporation¹)
Business Address: 2903 SATURN ST., SUITE F
BREA, CA 92821
Telephone: 714-993-9650
Signed by: [Signature], President, Date: 3-15-19
Print Name: Russell Stafford, President
Signed by: [Signature], Secretary, Date: 3/15/19
Print Name: JOHN HASSLER, Secretary
[Seal] Joint Venturer

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID NO. 1819-11
FIRE ALARM INSPECTION SERVICES

COMPANY NAME: CAL Building Systems

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID NO. 1819-11
FIRE ALARM INSPECTION SERVICES

COMPANY NAME: CAL Building Systems

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1. Bid Bond \$100 CASH IN LIEU OF BID BOND DELIVERED WITH BID
2. Bid Form and Agreement
3. Information Required of Bidder
4. Contractor's Certificate Regarding Workers' Compensation - INCLUDED W/ INS. CERTIFICATE
5. Noncollusion Declaration
6. Faithful Performance Bond
7. Payment Bond
8. Drug-Free Workplace Certification
9. Certification by Contractor Criminal Records Check
10. Contractor's Certificate Non-Asbestos Containing Materials
11. Tobacco Use Policy
12. Conflict of Interest
13. Compliance With Safety Regulations
14. Certificate Of Liability Insurance
15. W-9 Form

CONTRACT TERM

The terms of this base contract is for one year beginning April 1, 2019, through March 31, 2020 with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

CUSD

By: 
Signature

Lynh N. Rust
Print Name

Executive Director, Contracts & Purchasing
Title

March 13, 2019
Board Approval Date

CONTRACTOR

By: 
Signature

JOHN HASSLER
Print Name

CORPORATE SECRETARY
Title

521087
Contractor's License No.

46-1115360
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

SECOND EXTENSION OF BID NO. 1819-11 – FIRE ALARM INSPECTION SERVICES

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND TIME AND ALARM SYSTEMS

This Second Extension of Bid No. 1819-11 is entered into by and between Capistrano Unified School District, hereinafter referred to as “District,” and Time and Alarm Systems (hereinafter referred to as “Vendor”).

RECITALS

WHEREAS, on March 13, 2019, District’s Board of Trustees awarded Category 3 of Bid No. 1819-11 to Vendor for the term of April 1, 2019, through March 31, 2020, with the option to extend for two (2) one-year renewal terms from the expiration of the initial contract period, under the same terms, conditions, etc. at the option of the Board of Trustees;

WHEREAS, on July 15, 2020, District’s Board of Trustees approved the First Extension of Bid No. 1819-11 with Vendor for the term April 1, 2020 through March 31, 2021 at the same prices under the initial bid award term; A copy of said First Extension of Bid No. 1819-11 is attached as Exhibit 2 to this Second Extension; and

WHEREAS, District desires to extend the award of Bid No. 1819-11 – Fire Alarm Inspection Services to reflect an additional twelve (12) month term from April 1, 2021 through March 31, 2022 at the same prices under the initial bid award term.

NOW, THEREFORE, said Agreement is amended as follows:

1. Award of Bid No. 1819-11 to Vendor will be extended through March 31, 2022.
2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Keith Senn
Print Name

Executive Director, Contracts & Purchasing
Title

President/CEO
Title

Board Approval Date: February 17, 2021

Date: _____

EXHIBIT 2

FIRST EXTENSION OF BID NO. 1819-11 – FIRE ALARM INSPECTION SERVICES
BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND TIME AND ALARM SYSTEMS

This First Extension of Bid No. 1819-11 is entered into by and between Capistrano Unified School District, hereinafter referred to as “District,” and Time and Alarm Systems (hereinafter referred to as “Vendor”).

RECITALS

WHEREAS, on March 13, 2019, District’s Board of Trustees awarded Category 3 of Bid No. 1819-11 to Vendor for the term of April 1, 2019 through March 31, 2020, with the option to extend for two (2) one-year renewal terms from the expiration date of the initial contract period, under the same terms, conditions, etc. at the option of the Board of Trustees. A copy of the awarded Bid No. 1819-11 – Fire Alarm Inspection Services to Vendor is attached as Exhibit 1 to this First Extension;

WHEREAS, District desires to extend the award of Bid No. 1819-11 – Fire Alarm Inspection Services to reflect an additional twelve (12) month term from April 1, 2020 through March 31, 2021 at the same prices under the initial bid award term.

NOW, THEREFORE, said Agreement is amended as follows:

1. Award of Bid No. 1819-11 to Vendor will be extended through March 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

Vendor

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

By: _____
Signature

Lynh N. Rust
Print Name

Keith Senn
Print Name

Executive Director, Contracts & Purchasing
Title

President/CEO
Title

Board Approval Date: July 15, 2020

Date: 07/28/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
FIRE ALARM INSPECTION SERVICES
BID 1819-11

COMPANY NAME Time and Alarm Systems

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- Bidder must complete all items, or the bid submitted may be declared non-responsive.
- Award of bid, to the lowest responsive and responsible bidder, will be determined by a weighted job scenario for Categories 1 and 3, and by total cost for Category 2. Bidder must meet all the terms and specifications. Notwithstanding, CUSD reserved the right to award the bid as deemed necessary and in the best interest of CUSD.

Category 1:

NFPA 72 Testing & Inspections Annual Rates:			
Location	FA System	Monitored	Annual FA Testing Fee
ANHS	4020 Simplex	Yes	\$2,184.00
Aliso Viejo MS	4020 Simplex	Yes	\$1,199.00
Ambuehl ES	7200 FCI	Yes	\$488.00
Arroyo Vista K8	7200 FCI	Yes	\$2,187.00
Barcelona K8	Faraday	Yes	\$1,220.00
Bathgate ES	FCID	Yes	\$709.00
Benedict ES	4800 Notifier	No	\$1,006.00
Bergeson ES	Simplex	No	\$637.00
Bernice Ayers MS	FCI Mico	Yes	\$914.00
Canyon Vista ES	7200 FCI	Yes	\$967.00
CVHS	7200 FCI	Yes	\$6,172.00
Castille ES	7200 FCI	Yes	\$809.00
Chaparral ES	7200 FCI	Yes	\$1,264.00
Concordia ES	7200 FCI	No	\$2,301.00
DHHS	7200 FCI	Yes	\$4,623
Del Obispo ES	4020 Simplex	No	\$376.00
Don Juan Avila ES/MS	7200 FCI	Yes	\$1,580.00

BID FORM 2

CAPISTRANO UNIFIED SCHOOL DISTRICT
FIRE ALARM INSPECTION SERVICES
BID 1819-11

COMPANY NAME Time and Alarm Systems

Ed Center	7200 FCI	Yes	\$860.00
Esencia K8	E3 FCI	Yes	\$3,160.00
Foxborough K8	4020 Simplex	No	\$275.00
Hankey K8	7100 FCI	Yes	\$1,936.00
Hidden Hills ES	4020 Simplex	Yes	\$833.00
Junipero Serra HS	TYCO	No	\$242.00
Junipero Serra HS	4001 Simplex	No	\$250.00
Kinoshita ES	7200 FCI	Yes	\$905.00
Ladera Ranch ES/MS	E3 FCI	Yes	\$2,298.00
Laguna Niguel ES	7200 FCI	Yes	\$910.00
Las Flores ES/MS	E3 FCI	Yes	\$1,568.00
Las Palmas ES	7200 FCI	Yes	\$1,816.00
Lobo ES	4020 Simplex	Yes	\$1,174.00
M&O	2001 Simplex	No	\$860.00
Malcom ES	Silent Knight	Yes	\$1,051.00
Marblehead ES	4020 Simplex	Yes	\$880.00
Marco Forster MS	7200 FCI	Yes	\$2,785.00
Moulton ES	7200 FCI	Yes	\$1,001.00
Newhart MS	7200 FCI	No	\$2,251.00
Niguel Hills MS	Silent Knight	No	\$782.00
Niguel Hills MS	2002 Simplex	No	\$500.00
Oak Grove ES	7200 FCI	Yes	\$1,016.00
Crown Valley K8	7200 FCI	Yes	\$1,954.00
Oso Grande ES	7200 FCI	Yes	\$2,298.00
Palisades ES	7200 FCI	No	\$1,756.00
R. H. Dana ES	4006 Simplex	No	\$311.00

BID FORM 3

CAPISTRANO UNIFIED SCHOOL DISTRICT
FIRE ALARM INSPECTION SERVICES
BID 1819-11

COMPANY NAME Time and Alarm Systems

R. H. Dana ENF	4208 Simplex	No	\$311.00
Reilly ES	FCID	Yes	\$1,118.00
SCHS	E3 FCI	No	\$1,100.00
SCHS UC	E3 FCI	Yes	\$1,100.00
San Juan ES	4020 Simplex	No	\$571.00
SJHHS	7200 FCI	Yes	\$9,910.00
SJHHS	E3 FCI	Yes	\$9,895.00
Shorecliffs MS	7200 FCI	No	\$896.00
Shorecliffs MS	2002 Simplex	No	\$419.00
THS	Notifier	Yes	\$2,547.00
Thornsley	2001 Simplex	No	\$860.00
Tijeras Creek ES	Radionics	Yes	\$929.00
Transportation North	7200 FCI	Yes	\$860.00
Viejo ES	7100 FCI	Yes	\$1959.00
Vista del Mar ES/MS	7200 FCI	Yes	\$1,454.00
Wagon Wheel ES	7200 FCI	Yes	\$1,015.00
George White ES	FCID	Yes	\$676.00
Wood Canyon ES	4020 Simplex	Yes	\$994.00

Total: \$98,600.00
 ninety eight thousand six hundred dollars 09/100 cents

BID FORM 4

CAPISTRANO UNIFIED SCHOOL DISTRICT
 FIRE ALARM INSPECTION SERVICES
 BID 1819-11

COMPANY NAME Time and Alarm Systems, Inc.

Category 2:

Annual Site Evaluation Services Districtwide:	\$ <u>0**</u>
---	---------------

** Annual Site Evaluation Services are a standard inclusion of Category 1 and will not incur an additional charge.

Category 3:

Field Services - Labor and Material Rates for Emergency Repairs and or Routine Repair and Maintenance:					
Line Item	Description	Regular Time	Second Shift	Overtime	% Mark-up
1.	Foreman	\$95.00	\$120.00	\$180.00	
2.	Journeyman	\$95.00	\$120.00	\$180.00	
3.	Apprentice	\$95.00	\$120.00	\$180.00	
4.	Parts and Supply % mark-up (unit cost below \$99.99)				15%
5.	Parts and Supply % mark-up (unit cost \$100.00-\$499.99)				15%
6.	Equipment % mark-up (unit cost \$500.00-\$4,999.99)				15%
7.	Capital Equipment % mark-up over \$5,000				15%

CAPISTRANO UNIFIED SCHOOL DISTRICT
FIRE ALARM INSPECTION SERVICES
BID 1819-11

COMPANY NAME Time and Alarm Systems

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: N/A
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: N/A
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: Time and Alarm Systems
(a _____ Corporation¹)
Business Address: 3828 Wacker Drive
Mira Loma, CA 91752
Telephone: 951-685-1761
Signed by: _____, President, Date: 02/08/2019
Print Name: Keith Senn, President
Signed by: _____, Secretary, Date: _____
Print Name: _____, Secretary
[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

CAPISTRANO UNIFIED SCHOOL DISTRICT
FIRE ALARM INSPECTION SERVICES
BID 1819-11

COMPANY NAME Time and Alarm Systems

Joint Venturer

Name: N/A

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: N/A (Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: N/A (Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: N/A (a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

AGREEMENT

THIS AGREEMENT, dated March 14, 2019, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "CUSD"), and Time and Alarm Systems, (hereinafter referred to as "CONTRACTOR").

CUSD and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1819-11, FIRE ALARM INSPECTION SERVICES** according to all the terms and conditions set forth in the Bid Documents.

2. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the CONTRACTOR, the CONTRACTOR will execute and deliver to CUSD the Agreement and will also furnish and deliver to CUSD the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by CUSD. It is understood that should CONTRACTOR fail or refuse to return these documents as required by CUSD, the bid security shall be forfeited to CUSD.

3. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions, then this Agreement shall terminate or be suspended as set forth in General Conditions.

4. Termination for Convenience. CUSD has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from CUSD of such termination for CUSD'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by CUSD in the notice;
- (ii) Take any actions necessary, or that CUSD may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for CUSD'S convenience, CONTRACTOR shall be entitled to receive payment from CUSD for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work

completed. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to CUSD.

5. CONTRACTOR offers and agrees it will assign to CUSD all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the CONTRACTOR for sale to CUSD pursuant to the bid. Such assignment shall be made and become effective at the time CUSD tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

6. The undersigned hereby warrants that the CONTRACTOR has an appropriate license, License No. 393251, Class C-10, C-16, C-7, at the time of the bid opening, that such license entitles CONTRACTOR to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. CONTRACTOR shall be nonresponsive if the CONTRACTOR is not licensed as required by CUSD at the time of the bid opening.

7. CONTRACTOR hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the CONTRACTOR shall indemnify, hold harmless and defend CUSD against any and all actions, proceedings, penalties or claims arising out of the CONTRACTOR's failure to comply strictly with the IRCA.

8. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. CONTRACTOR understands and agrees that failure to submit a completed and signed affidavit will render the CONTRACTOR automatically nonresponsive.

9. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, CUSD, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Bid Documents;
- (d) any failure to coordinate the work of other CONTRACTOR's;
- (e) any failure to provide notice to any party as required under the Bid Documents;
- (f) any failure to act in such a manner as to protect CUSD and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which CUSD may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CUSD may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Bid Documents for the purpose of resolving such claims; provided, however, that CUSD may release such funds if the CONTRACTOR provides CUSD with reasonable assurance of protection of CUSD's interests. CUSD shall in its sole discretion determine whether such assurances are reasonable.

10. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, to take out and maintain the insurance coverages set forth below and in FIRE INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE, WORKERS' COMPENSATION INSURANCE, and PROOF OF CARRIAGE OF INSURANCE of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by CUSD including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$1,000,000.00
--	-----------------------

and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$1,000,000.00
--	-----------------------

Property Damage Insurance in an amount not less than	\$1,000,000.00
--	-----------------------

Course of Construction Insurance without exclusion or limitation in an amount not less than	\$1,000,000.00
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above
Material hoist where used in amounts as above

Escrow Account: N/A

11. The undersigned will grant CUSD the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. CONTRACTOR should note any exceptions.

Extension option for term of April 1, 2020 through March 31, 2021:
 Option granted Option not granted

Extension option for term of April 1, 2021 through March 31, 2022:
 Option granted Option not granted

12. CONTRACTOR attests to having read and understands all documents contained and referenced in this bid.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: Time & Alarm Systems
(a _____ Corporation¹)
Business Address: 3828 Wacker Drive Mira Loma, CA 91752

Telephone: 951-681-1761
Signed by: _____, President, Date: 3/20/14
Print Name: _____, President
Signed by: _____, Secretary, Date: _____
Print Name: _____, Secretary
[Seal] Joint Venturer

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1. Bid Bond
2. Bid Form and Agreement
3. Information Required of Bidder
4. Contractor's Certificate Regarding Workers' Compensation
5. Noncollusion Declaration
6. Faithful Performance Bond
7. Payment Bond
8. Drug-Free Workplace Certification
9. Certification by Contractor Criminal Records Check
10. Contractor's Certificate Non-Asbestos Containing Materials
11. Tobacco Use Policy
12. Conflict of Interest
13. Compliance With Safety Regulations
14. Certificate Of Liability Insurance
15. W-9 Form

CONTRACT TERM

The terms of this base contract is for one year beginning April 1, 2019, through March 31, 2020 with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

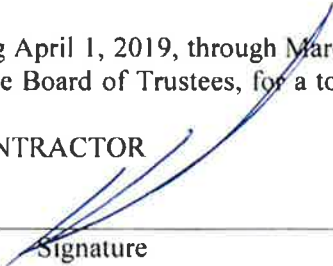
CUSD

By: 
Signature

Lynh N. Rust
Print Name

Executive Director, Contracts & Purchasing
Title

March 13, 2019
Board Approval Date

CONTRACTOR
By: 
Signature

Keith Senn
Print Name

President/CEO
Title

393251
Contractor's License No.

95-3254622
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

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

Date: February 17, 2021

Board Item: Third Amendment to Lease Agreement – SchoolsFirst Federal Credit Union

HISTORY

The District and SchoolsFirst Credit Union have had a mutual lease agreement in place since 2006. The lease of office space is located on the first floor in the District Office C building.

BACKGROUND INFORMATION

On April 24, 2006, the District entered into a lease agreement (Agreement) with SchoolsFirst Federal Credit Union (Credit Union) to lease of certain portions of the District’s property located at 33122 Valle Road, San Juan Capistrano, CA 92675 (District Property) for the operation of a credit union. The Agreement was subsequently amended on March 1, 2017 and January 24, 2019.

CURRENT CONSIDERATIONS

Approval of Amendment No. 3 to the Agreement (Third Amendment) presented to the Board authorizes an extension of the Agreement through March 1, 2026. Any further extensions of the Agreement are subject to mutual agreement between the parties. The Third Amendment also amends the portions of the District Property to be leased by the Credit Union – a portion of which will remain leased to the Credit Union and a portion of which will be returned to the District.

FINANCIAL IMPLICATIONS

Funds generated from the lease are \$2,494 a month, rent will be adjusted at a rate of 2.5 percent per year on July 1 of each year.

STAFF RECOMMENDATION

It is recommended the Board approval of the Third Amendment to the Lease Agreement with SchoolsFirst Federal Credit Union.

PREPARED BY: John Forney, Chief Facilities Officer

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

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment (Third Amendment) to the Lease Agreement by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (“District”) and SCHOOLSFIRST FEDERAL CREDIT UNION, formerly Orange County Teachers Federal Credit Union, a Non-Profit Financial Institution (“Credit Union”) dated April 24, 2006 (“Agreement”) (a true and correct copy of which is attached hereto as Exhibit B), is hereby made and entered into as of _____, 2021 (Effective Date) as follows:

WHEREAS, District and Credit Union (individually a “Party” and collectively “Parties”) have entered into the Agreement whereby the Credit Union leases portions of the District’s property located at 33122 Valle Road, San Juan Capistrano, CA 92675 for the operation of a credit union; and

WHEREAS, the District and Credit Union entered into a first Amendment to the Lease Agreement (“First Amendment”) on or about March 1, 2017, extending the term of Agreement through February 18, 2019, and otherwise modifying the mailing address of the District. A true and correct copy of the First Amendment is attached hereto as Exhibit C, and incorporated herein by this reference; and

WHEREAS, the District and Credit Union entered into a second Amendment to the Lease Agreement (Second Amendment) on or about January 24, 2019, extending the term of the Agreement through March 1, 2021. A true and correct copy of the Second Amendment is attached hereto as Exhibit D, and incorporated herein by this reference; and

WHEREAS, the Parties desire to further revise certain terms of the Agreement, as amended by the First and Second Amendment; and

WHEREAS, Section 28(i) of the Agreement requires that any amendment or modification to the Agreement must be in writing and executed by both Credit Union and District.

NOW, THEREFORE, DISTRICT AND CREDIT UNION HEREBY AGREE AS FOLLOWS:

1. **Agreement.** The Parties hereto represent and warrant that the Agreement, as modified by the First and Second Amendment, along with this Third Amendment once executed by both Parties, are the true, correct and complete agreement between the Parties, and that there have been no other written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the meanings given in the Agreement.
2. **Term.** Section 3(c) of the Agreement, as modified by the First and Second Amendment, is further amended to state that the Parties agree to extend the term of the Agreement for an additional five years through **March 1, 2026** (Renewal Term). Further renewals of the lease term shall be subject to mutual agreement between the District and Credit Union.

3. **Premises.** Section 3(g) of the Agreement is amended to include only a portion of the building containing approximately 860 square feet of floor area (“Leased Premises”), as shown on Exhibit A, attached hereto and incorporated herein by this reference. The balance of the square footage leased under the Agreement, which is not included in Exhibit A (hereinafter, “Returned Premises”), shall be returned to the District, subject to any and all obligations of the Parties with respect to portions of the leased premises returned following expiration or termination of the Agreement, including, but not limited to, Section 8 of the Agreement prior to execution of this Third Amendment. By way of this Third Amendment, the District hereby demands, in writing as required by the Agreement, that Credit Union shall at its sole cost and expense remove any alterations, additions, or improvements made by Credit Union in the Returned Premises, and repair any damage to the Return Premises caused by such removal, except to the extent expressly waived in writing by the District.
4. **Minimum Rent:** Rent shall be \$2.90 per square foot per month, or \$2,494.00 per month based on the revised square footage of the Leased Premises, to be adjusted at a rate of 2.5 percent per year, calculated off the per square foot rate and rounded to the nearest cent, effective on July 1 of each year. For purposes of this Third Amendment, the first rate increase shall occur on July 1, 2022.
5. **Binding Effect; Partial Invalidity.** This Third Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Third Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Third Amendment, the Agreement, or the First or Second Amendment.
6. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set for the herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Third Amendment, the Agreement and First and Second Amendments shall remain unmodified and in full force and effect as executed by the Parties. In the event any portion of this Third Amendment is deemed by a court of law as invalid under the terms and procedures set forth in Article 4 (commencing with Section 17455) of Title 1, Division 1, Part 10.5, Chapter 4, Article 4 of the Education Code, this Third Amendment shall be null and void and any holding over the Credit Union shall be governed by the Agreement, First Amendment and Second Amendment.
7. **Electronic/Facsimile Signatures.** In order to expedite the execution of this Third Amendment, scanned or faxed signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the scanned or faxed document, are aware that the other Party will rely on the scanned or faxed signatures, and hereby waive any defenses to the enforcement of the terms of this Third Amendment based on the form of signature.
8. **Counterparts.** This Third Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. **Inconsistencies.** In the event of any inconsistency between the terms of this Third Amendment, the Agreement, or the First or Second Amendments, the terms of this Third Amendment shall control over such other agreements.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Third Amendment, as of the Effective Date set forth above, and agree that this Third Amendment shall constitute binding modifications to the Agreement.

District: **CAPISTRANO UNIFIED SCHOOL DISTRICT**

By: Clark Hampton
Its: Deputy Superintendent, Business and Support Services

Credit Union: **SCHOOLSFIRST FEDERAL CREDIT UNION**

DocuSigned by:
Christina Quintero
D99EBD9C92184E7...

By: Christina Quintero
Its: Vice President, Facilities Services

EXHIBIT A

REVISED LEASED PREMISES EXHIBIT

EXHIBIT A - THIRD AMENDMENT

**SCHOOLSFIRST
FEDERAL CREDIT UNION
SAN JUAN CAPISTRANO BRANCH
SPACE PLAN**

02/19/16

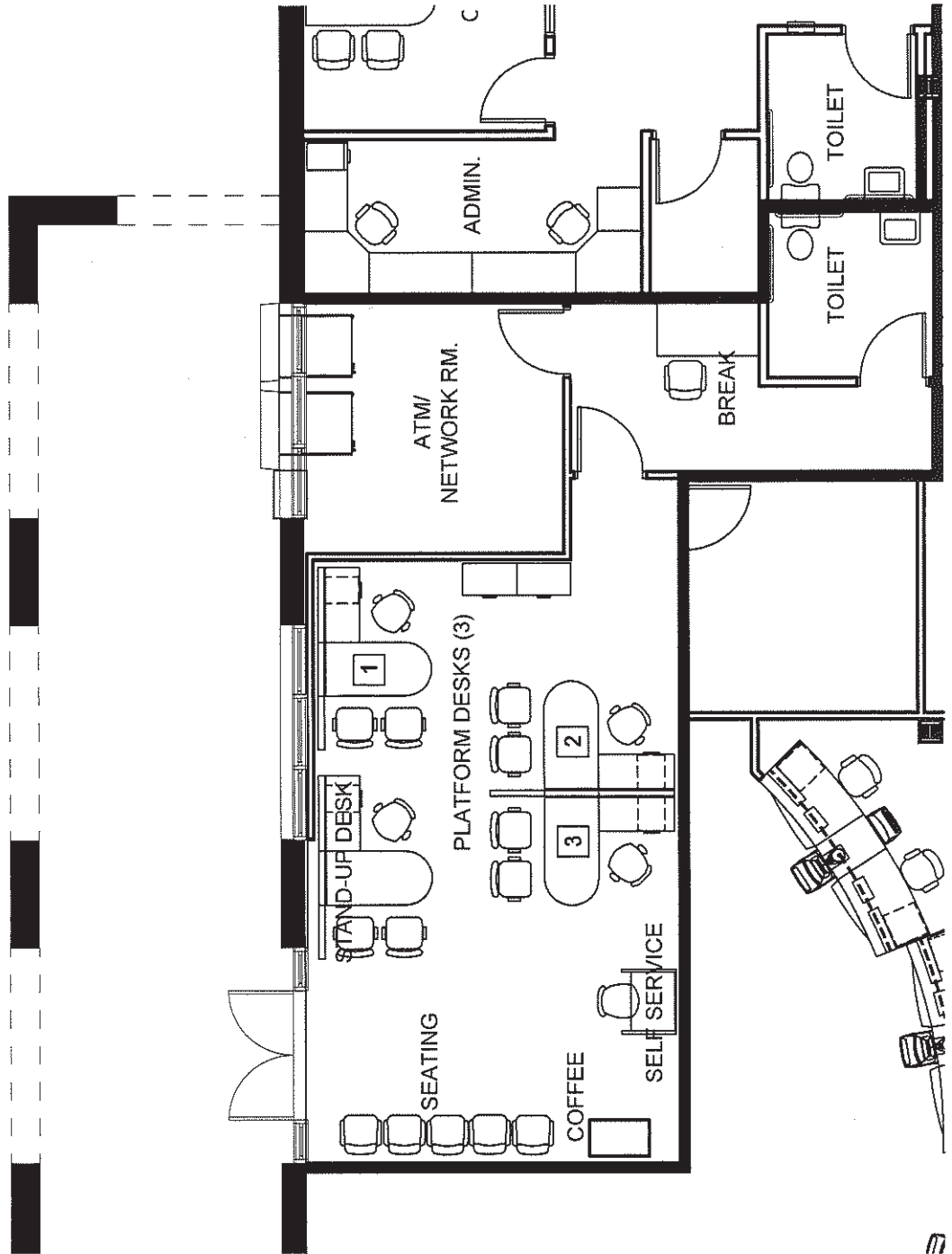


EXHIBIT A - THIRD AMENDMENT

EXHIBIT B
AGREEMENT

LEASE AGREEMENT

between

CAPISTRANO UNIFIED SCHOOL DISTRICT
(Landlord)

and

ORANGE COUNTY TEACHERS FEDERAL CREDIT UNION
(Tenant)

1. PARTIES.

This lease, dated as of this ____ day of April, 2006, is made by and between Capistrano Unified School District ("Landlord") and Orange County Teachers Federal Credit Union ("Tenant").

2. LEASE OF PREMISES.

- a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises shown on Exhibit "A" and further described in Section 3(g).
- b) This Lease is subject to the terms, covenants and conditions herein set forth, and each party covenants as a material part of the consideration for this Lease to keep and perform each and all of its terms, covenants and conditions.

3. DEFINITIONS.

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

- a) **Common Areas:** All areas, non-structural portions, facilities and equipment outside the Premises and the premises of other tenants, but within the exterior boundaries of the CUSD Office Building Complex that are provided and designated by Landlord from time to time for the general use, benefit and/or convenience of Tenant and/or other tenants and/or their respective authorized representatives and invitees. Common Areas include without limitation, pedestrian walkways and patios, landscaped areas, sidewalks, service corridors, public restrooms, public lunchrooms, stairways, non-structural portions of the roofs and the exterior walls, throughways, loading areas, parking areas, and roads, all as generally shown on the plan attached hereto as Exhibit "A". Landlord shall have the right to regulate or restrict the use of the Common Areas.
- b) **Landlord's Mailing Address:** Capistrano Unified School District, 32972 Calle Perfecto, San Juan Capistrano, CA 92675.
- c) **Lease Term:** The Lease Term shall commence as of the Lease Term Commencement Date and shall continue thereafter for a period ten (10) years ("Initial Term"). The Lease Term may be renewed at end of the Initial Term for five (5) years upon mutual written agreement of the parties. Both parties have the right to terminate the Initial Lease at end of year five (5) providing ninety (90) days advance written notice is given to the other party.
- d) **Lease Term Commencement Date:** The date Tenant takes possession of the Premises.
- e) **Rent Commencement Date:** The date Tenant initially opens for business in the Premises.
- f) **Minimum Rent:** \$25.20 per square foot per year, or \$8,190.00 per month, to be adjusted as hereinafter provided.
- g) **Premises:** That portion of the building containing approximately 3,900 square feet of floor area, shown by diagonal lines on Exhibit "A".
- h) **Rental Adjustment Date:** The first day of the 25th calendar month following the Lease Term Commencement Date ("First Rental Adjustment Date") and every twelve (12) months thereafter.
- i) **Rental Adjustment Percentage:** 2.5%
- j) **Security Deposit:** None
- k) **Tenant's Mailing Address:** 15442 Del Amo, Tustin, CA 92780.
- l) **Use:** Tenant shall use the Premises for the operations of a credit union including up to two (2) thru-the-wall ATMs.

4. MINIMUM RENT AND ADJUSTMENTS TO MINIMUM RENT.

- a) Tenant agrees to pay to Landlord the Minimum Rent, without notice or demand, in advance, on or before the first day of each and every successive calendar month during the Lease Term, commencing on the Rent Commencement Date, except the first month's rent shall be paid upon the execution hereof.
- b) Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month.
- c) The Minimum Rent set forth at Section 3(f) shall be adjusted by a percentage set forth in Section 3(i) commencing on the First Rental Adjustment Date and thereafter as set forth in Section 3(h).

5. LANDLORD OBLIGATIONS.

- a) All real estate taxes and insurance premiums relating to the Premises, including land, building, and improvements and common areas thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes which may be levied on rents. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and any other insurance that Landlord deems necessary on the Premises.
- b) All costs to maintain, repair, service and replace the common areas.
- c) Reasonable reserves for the costs of repairing, re-roofing, painting and resurfacing the common areas.
- d) Any parking charges, utility surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from the statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the Premises or the parking facilities serving the Premises; and
- e) Any costs to inspect, repair, maintain or replace the heating, air conditioning and fire protection systems and equipment (including fire sprinklers) serving the Premises, including the cost of a preventive maintenance contract providing for the regular inspection and maintenance of same.

6. USES PROHIBITED.

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises or which will in any way increase the existing rate of or affect any fire or other insurance upon the CUSD Office Building Complex or any of its contents, or cause a cancellation of any insurance policy covering the Office Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other occupants of the CUSD Office Building Complex or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

7. COMPLIANCE WITH LAW.

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in anyway conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

8. ALTERATIONS AND ADDITIONS.

Tenant shall not make or allow to be made any alterations, additions or improvements that exceed Fifteen Thousand Dollars \$15,000 to or on the Premises or any part thereof without first obtaining the written consent of Landlord. Any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinetwork, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to Landlord and shall be surrendered with the Premises, in the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, in a good and workmanlike manner in accordance with all applicable laws (including laws relating to the use of hazardous materials such as asbestos-containing materials) and diligently completed. Upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the Lease Term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

9. REPAIRS.

- a) Landlord shall deliver Premises with standard CUSD Office Building Complex electrical, mechanical, plumbing, lighting, sprinkler and fire/life and safety systems. Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises in good condition and repair (except as hereinafter provided with respect to Landlord's obligations). Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted.
- b) Notwithstanding any other provision hereof, Landlord at its expense shall maintain and repair the structural portions of the Premises, including the exterior walls and the roof, storefront doors, window casements, glazing, plumbing, pipes, electrical wiring and lighting fixtures and conduits, heating and air conditioning system unless such maintenance and repair are caused in part or in whole by the act, neglect, fault or omission of the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case, Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

10. LIENS.

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

11. ASSIGNMENT AND SUBLETTING.

Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any other assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease.

12. HOLD HARMLESS.

Tenant shall indemnify and hold Landlord harmless against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises, and Tenant and Landlord shall indemnify and hold each other harmless against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's and the Landlord's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant and the Landlord, or any officer, agent, employee, guest, or invitee of Tenant and the Landlord, and from any costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

13. LIABILITY INSURANCE.

Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term a policy of commercial general liability insurance insuring Landlord and Tenant against any liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than One Million Dollars (\$1,000,000) per occurrence. CUSD shall be named as additional insured. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies rated A: XI I or better as set forth in the most current "Best's Key Rating Guide." Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing to and not in excess of coverage which Landlord may carry. Landlord shall carry commercial general liability insurance with respect to the CUSD Office Building Complex during the Lease Term. The coverage and amounts of insurance carried by Landlord in connection with the building shall be comparable to the coverage and amounts of insurance which are carried by reasonably prudent landlords of comparable buildings.

14. UTILITIES.

Landlord shall pay for all water, gas, heat, light, power, sewer charges, and all other services and utilities supplied to the Premises, together with any taxes thereon, if any such services are not separately metered to Tenant.

15. PERSONAL PROPERTY TAXES.

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the Lease Term upon all of Tenant's leasehold improvements, equipment, furniture, fixtures and any other personal property located in the Premises, in the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property. Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

16. RULES AND REGULATIONS.

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other occupants.

17. HOLDING OVER.

If Tenant remains in possession of the Premises or any other part thereof after the expiration of the Lease Term with the express written consent of Landlord, said occupancy shall be a tenancy from month to month at a rental in the amount of 125% of the last monthly Minimum Rent.

18. ENTRY BY LANDLORD.

Landlord reserves, and shall at any and all times during business hours have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the CUSD Office Building Complex of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

19. TENANTS DEFAULT.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a) The vacating or abandonment of the Premises by Tenant.
- b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.

- c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt; or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

20. REMEDIES UPON TENANT'S DEFAULT.

In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

- a) Terminate Tenant's right to possession of the Premises, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and adjustments called for herein for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or
- b) Maintain Tenant's right to possession, in which case, this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and adjustments as may become due hereunder; or
- c) Pursue any other remedy or combination of remedies now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

21. DEFAULT BY LANDLORD.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Upon Landlord's default, Tenant shall have the right to terminate this Lease.

22. OPTION TO TERMINATE UPON CHANGE OF BUILDING OWNERSHIP.

In the event that Landlord conveys its ownership within the Premises, then Tenant shall have an option to terminate the Lease by giving sixty (60) days advance written notice that Tenant is terminating the Lease due to the change of ownership.

23. RECONSTRUCTION.

- a) In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repair shall reasonably interfere with the business carried on by Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.
- b) In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall have the option: (1) to repair, reconstruct or restore the Premises in which event this Lease shall continue in full force and effect but the Minimum Rent shall be proportionately reduced as hereinabove provided in this Section during the period of such repair, reconstruction or restoration; or (2) to give written notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, shall be paid up to date of such termination.
- c) Anything to the contrary contained in this Section 23 notwithstanding, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last twelve (12) months of the Lease Term or any extension thereof.

- d) Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

24. EMINENT DOMAIN.

If more than twenty-five percent (25%) of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than twenty-five percent (25%) of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the CUSD Office Building Complex other than the Premises may be so taken or appropriated, Landlord shall, within sixty (60) days of said taking, have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given on account of the reduction in the value of the leasehold, the taking of the fee or otherwise and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term.

25. PARKING AND COMMON AREAS.

- a) Landlord agrees that upon completion of the CUSD Office Building Complex an area approximately equal to the Common Areas as shown on the attached Exhibit "A" shall be at all times available for the non-exclusive use of Tenant during the full Lease Term or any extension thereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such Common Areas shall not constitute a violation of this covenant Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such Common Areas; provided, however, that anything to the contrary contained in this Section 25 notwithstanding, said areas shall at all times be substantially equal or equivalent to that shown on the attached Exhibit "A".
- b) Prior to the date of Tenant's opening for business in the Premises, Landlord shall cause twelve (12) parking spaces adjacent to the Tenant's Premises to be designated as "OCTFCU". Landlord shall keep parking and Common Areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof. Two (2) of the twelve (12) parking spaces may be designated as "ATM Only".
- c) Tenant, for the use and benefit of Tenant, its agents and employees, shall have the non-exclusive right in common with Landlord, to use said Common Areas during the entire Lease Term, or any extension thereof, for ingress and egress.
- d) Tenant, in the use of said Common Areas, agrees to comply with such reasonable rules, regulations for parking as Landlord may adopt from time to time for the orderly and proper operation of said Common Areas. Such rules may include, but shall not be limited to the following: (1) the restricting of employee parking to a limited designated area or areas; and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

26. SIGNS.

Tenant may affix and maintain upon the glass panes and supports of the show windows and within twenty-four (24) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of Landlord as to type, size, color, and location. Tenant may, at Tenant's sole expense, erect up to two (2) freeway visible building eyebrow signs on the south-west corner of the building in addition to one prototypical storefront sign. The design of such sign shall be prepared by Tenant in accordance with Landlord's and City's sign criteria and shall be subject to the written approval of Landlord and the City.

27. HOURS OF BUSINESS.

Subject to the provisions of Section 19 hereof, Tenant shall continuously during the entire Lease Term conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted herein during the usual business hours of each and every business day as is customary for Tenant's other businesses of like character to be open for business.

28. GENERAL PROVISIONS.

- a) **Plats and Riders.** Clauses, exhibits, schedules, plats, riders and addenda, if any, affixed to this Lease are a part hereof.
- b) **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.
- c) **Joint Obligation.** If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.
- d) **Marginal Headings.** The marginal headings and section titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
- e) **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
- f) **Recordation.** Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the written request of, or with the written permission of, Landlord.
- g) **Quiet Possession.** Upon Tenant's paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Lease Term, subject to all the provisions of this Lease.

- h) **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent due from Tenant shall not be received by Landlord's designee within ten (10) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, ten percent (10%) of such overdue amount), plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.
- i) **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.
- j) **Inability to Perform.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord.
- k) **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- l) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- m) **Choices of Law.** This Lease shall be governed by the laws of the State in which the Premises are located.
- n) **Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease, each party agrees to be responsible for their own attorneys' fees and costs.
- o) **Sale of Premises by Landlord.** In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.
- p) **Subordination; Attornment.** Upon request of Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof. To the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease. The provisions of this Section to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.
- q) **Notices.** Wherever this Lease requires or permits notice or demand to be given by either party to the other, such notice or demand shall be in writing and given or served either personally or in writing forwarded by certified mail, return receipt requested, addressed to the parties at the addresses specified in Sections 3(b) and (k) hereof. Either party may change such address by written notice to the other as herein provided.
- r) **Tenant's Statement (Estoppel Certificate).** Tenant shall at any time and from time to time, upon not less than five (5) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the Lease Term. Any such statement may be relied upon by the prospective purchaser or encumbrances of all or any portion of the real property of which the Premises are a part.
- s) **Authority of Tenant.** If Tenant is a corporation, each individual executing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation. If Tenant is a partnership, each individual executing this Lease for Tenant represents and warrants that he or she is a general partner of the partnership, that he or she has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership.

29. BROKERS.

Tenant warrants that it has had no dealings with any real estate brokers or agents in connection with the negotiation of this Lease and it knows of no real estate broker or agent who is entitled to a commission in connection with this Lease.

30. COMPLIANCE.

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, Premises or the subject matter of this Lease, including, but not limited to the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

LANDLORD:



By: David A. Doomey

Deputy Superintendent
Administration

Title: _____

TENANT:



By: John J. Conine

Title: VP, Finance and Facilities

SAN JUAN CAPISTRANO ANCILLARY FACILITY

SAN JUAN CAPISTRANO, CA

EXHIBIT A

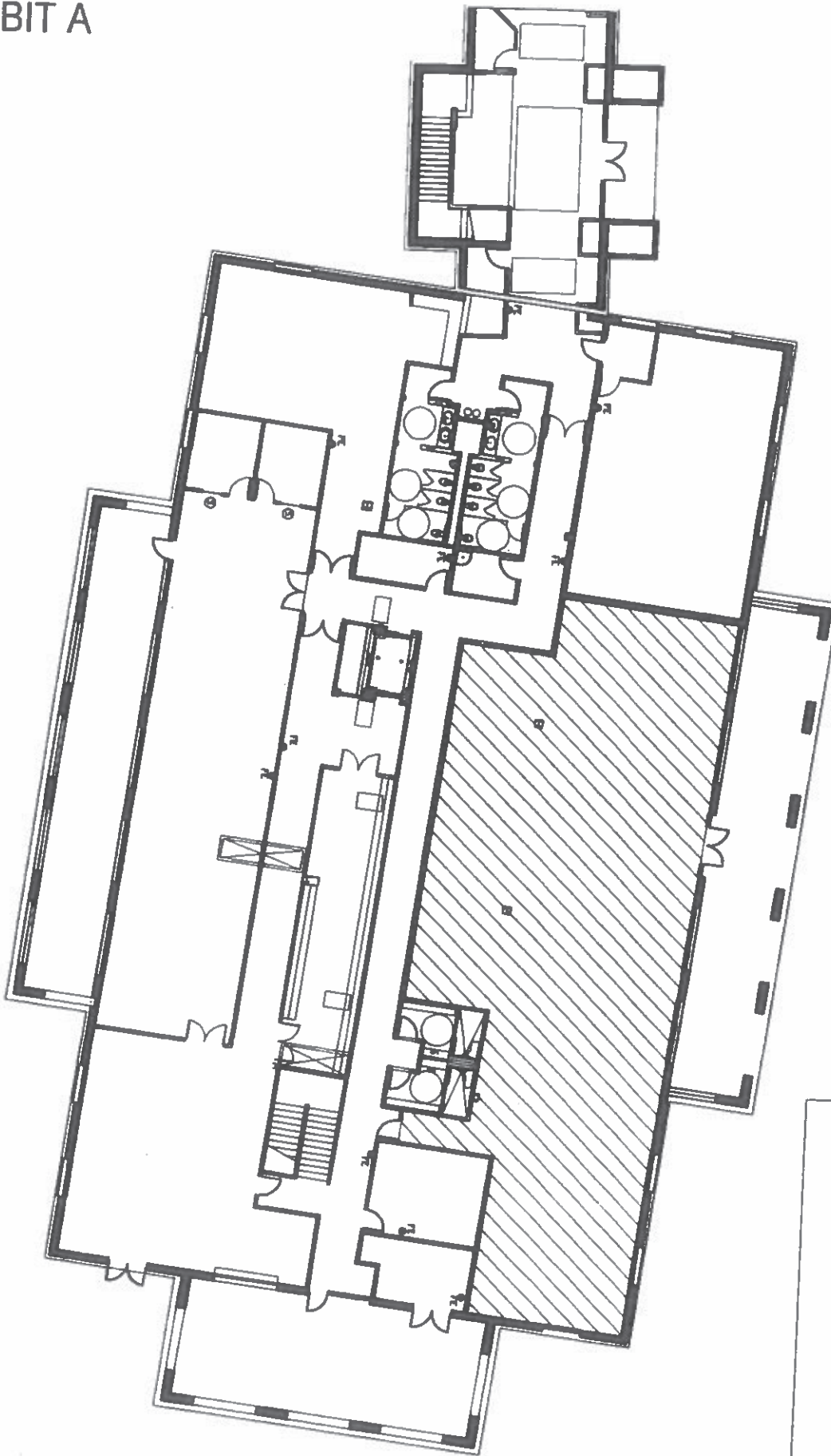


EXHIBIT C
FIRST AMENDMENT

AMENDMENT TO LEASE AGREEMENT

This Amendment (“Amendment”) to the Lease Agreement by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (“District”) and SCHOOLSFIRST FEDERAL CREDIT UNION, formerly Orange County Teachers Federal Credit Union, a Non-Profit Financial Institution (“Credit Union”) dated April 24, 2006 (“Agreement”) (a true and correct copy of which is attached hereto as Exhibit “A”), is hereby made and entered into as of March 1, 2017 (“Effective Date”) as follows:

WHEREAS, District and Credit Union (individually a “Party” and collectively “Parties”) have entered into the Agreement whereby the Credit Union leases portions of the District’s property located at 33122 Valle Road, San Juan Capistrano, CA 92675 for the operation of a credit union; and

WHEREAS, the Parties desire to revise certain terms of the Agreement; and

WHEREAS, Section 28(i) of the Agreement requires that any amendment or modification to the Agreement must be in writing and executed by both Credit Union and District.

NOW, THEREFORE, DISTRICT AND CREDIT UNION HEREBY AGREE AS FOLLOWS:

1. **Agreement.** The Parties hereto represent and warrant that the Agreement is the true, correct and complete agreement between the Parties, and that there have been no other written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the meanings given in the Agreement.
2. **Landlord’s Mailing Address:** Section 3(b) of the Agreement is revised to state that the District’s mailing address is: 33122 Valle Road, San Juan Capistrano, CA 92675.
3. **Term.** Section 3(c) of the Agreement is amended to state that the Parties agree to extend the Initial Term of the Agreement for two (2) additional years (“Renewal Term”). The Renewal Term will commence March 1, 2017 and the Agreement will expire on February 28, 2019. The parties may mutually agree to extend the Renewal Term for an additional two (2) years by executing a written amendment within six (6) months prior to the expiration of the Renewal Term.
4. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.
5. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set for the herein, and any other portion thereof as necessary to

implement the foregoing. Except as specifically set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect as executed by the Parties.

6. **Electronic/Facsimile Signatures.** In order to expedite the execution of this Amendment, scanned or faxed signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the scanned or faxed document, are aware that the other Party will rely on the scanned or faxed signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

7. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

8. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.

District:

CAPISTRANO UNIFIED SCHOOL DISTRICT



By: Clark Hampton

Its: Deputy Superintendent, Business and Support Services

Credit Union:

SCHOOLSFIRST FEDERAL CREDIT UNION



By: Christina Quintero

Its: VP, Facilities Services

EXHIBIT "A"
AGREEMENT

LEASE AGREEMENT

between

CAPISTRANO UNIFIED SCHOOL DISTRICT
(Landlord)

and

ORANGE COUNTY TEACHERS FEDERAL CREDIT UNION
(Tenant)

1. PARTIES.

This lease, dated as of this ____ day of April, 2006, is made by and between Capistrano Unified School District ("Landlord") and Orange County Teachers Federal Credit Union ("Tenant")

2. LEASE OF PREMISES.

- a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises shown on Exhibit "A" and further described in Section 3(g).
- b) This Lease is subject to the terms, covenants and conditions herein set forth, and each party covenants as a material part of the consideration for this Lease to keep and perform each and all of its terms, covenants and conditions.

3. DEFINITIONS.

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

- a) **Common Areas:** All areas, non-structural portions, facilities and equipment outside the Premises and the premises of other tenants, but within the exterior boundaries of the CUSD Office Building Complex that are provided and designated by Landlord from time to time for the general use, benefit and/or convenience of Tenant and/or other tenants and/or their respective authorized representatives and invitees. Common Areas include without limitation, pedestrian walkways and patios, landscaped areas, sidewalks, service corridors, public restrooms, public lunchrooms, stairways, non-structural portions of the roofs and the exterior walls, throughways, loading areas, parking areas, and roads, all as generally shown on the plan attached hereto as Exhibit "A". Landlord shall have the right to regulate or restrict the use of the Common Areas.
- b) **Landlord's Mailing Address:** Capistrano Unified School District, 32972 Calle Perfecto, San Juan Capistrano, CA 92675
- c) **Lease Term:** The Lease Term shall commence as of the Lease Term Commencement Date and shall continue thereafter for a period ten (10) years ("Initial Term"). The Lease Term may be renewed at end of the Initial Term for five (5) years upon mutual written agreement of the parties. Both parties have the right to terminate the Initial Lease at end of year five (5) providing ninety (90) days advance written notice is given to the other party.
- d) **Lease Term Commencement Date:** The date Tenant takes possession of the Premises.
- e) **Rent Commencement Date:** The date Tenant initially opens for business in the Premises.
- f) **Minimum Rent:** \$25.20 per square foot per year, or \$8,190.00 per month, to be adjusted as hereinafter provided
- g) **Premises:** That portion of the building containing approximately 3,900 square feet of floor area, shown by diagonal lines on Exhibit "A".
- h) **Rental Adjustment Date:** The first day of the 25th calendar month following the Lease Term Commencement Date ("First Rental Adjustment Date") and every twelve (12) months thereafter.
- i) **Rental Adjustment Percentage:** 2.5%
- j) **Security Deposit:** None
- k) **Tenant's Mailing Address:** 15442 Del Amo, Tustin, CA 92780
- l) **Use:** Tenant shall use the Premises for the operations of a credit union including up to two (2) thru-the-wall ATMs.

4. MINIMUM RENT AND ADJUSTMENTS TO MINIMUM RENT.

- a) Tenant agrees to pay to Landlord the Minimum Rent, without notice or demand, in advance, on or before the first day of each and every successive calendar month during the Lease Term, commencing on the Rent Commencement Date, except the first month's rent shall be paid upon the execution hereof.
- b) Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month.
- c) The Minimum Rent set forth at Section 3(f) shall be adjusted by a percentage set forth in Section 3(i) commencing on the First Rental Adjustment Date and thereafter as set forth in Section 3(h).

5. LANDLORD OBLIGATIONS.

- a) All real estate taxes and insurance premiums relating to the Premises, including land, building, and improvements and common areas thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes which may be levied on rents. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and any other insurance that Landlord deems necessary on the Premises.
- b) All costs to maintain, repair, service and replace the common areas.
- c) Reasonable reserves for the costs of repairing, re-roofing, painting and resurfacing the common areas.
- d) Any parking charges, utility surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from the statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the Premises or the parking facilities serving the Premises, and
- e) Any costs to inspect, repair, maintain or replace the heating, air conditioning and fire protection systems and equipment (including fire sprinklers) serving the Premises, including the cost of a preventive maintenance contract providing for the regular inspection and maintenance of same.

6. USES PROHIBITED.

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises or which will in any way increase the existing rate of or affect any fire or other insurance upon the CUSD Office Building Complex or any of its contents, or cause a cancellation of any insurance policy covering the Office Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other occupants of the CUSD Office Building Complex or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

7. COMPLIANCE WITH LAW.

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in anyway conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

8. ALTERATIONS AND ADDITIONS.

Tenant shall not make or allow to be made any alterations, additions or improvements that exceed Fifteen Thousand Dollars \$15,000 to or on the Premises or any part thereof without first obtaining the written consent of Landlord. Any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinetwork, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to Landlord and shall be surrendered with the Premises, in the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, in a good and workmanlike manner in accordance with all applicable laws (including laws relating to the use of hazardous materials such as asbestos-containing materials) and diligently completed. Upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the Lease Term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

9. REPAIRS.

- a) Landlord shall deliver Premises with standard CUSD Office Building Complex electrical, mechanical, plumbing, lighting, sprinkler and fire/life and safety systems. Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises in good condition and repair (except as hereinafter provided with respect to Landlord's obligations). Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted.
- b) Notwithstanding any other provision hereof, Landlord at its expense shall maintain and repair the structural portions of the Premises, including the exterior walls and the roof, storefront doors, window casements, glazing, plumbing, pipes, electrical wiring and lighting fixtures and conduits, heating and air conditioning system unless such maintenance and repair are caused in part or in whole by the act, neglect, fault or omission of the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case, Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

10. LIENS.

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

11. ASSIGNMENT AND SUBLETTING.

Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any other assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease.

12. HOLD HARMLESS.

Tenant shall indemnify and hold Landlord harmless against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises, and Tenant and Landlord shall indemnify and hold each other harmless against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's and the Landlord's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant and the Landlord, or any officer, agent, employee, guest, or invitee of Tenant and the Landlord, and from any costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

13. LIABILITY INSURANCE.

Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term a policy of commercial general liability insurance insuring Landlord and Tenant against any liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than One Million Dollars (\$1,000,000) per occurrence. CUSD shall be named as additional insured. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies rated A, XI I or better as set forth in the most current "Best's Key Rating Guide." Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing to and not in excess of coverage which Landlord may carry. Landlord shall carry commercial general liability insurance with respect to the CUSD Office Building Complex during the Lease Term. The coverage and amounts of insurance carried by Landlord in connection with the building shall be comparable to the coverage and amounts of insurance which are carried by reasonably prudent landlords of comparable buildings.

14. UTILITIES.

Landlord shall pay for all water, gas, heat, light, power, sewer charges, and all other services and utilities supplied to the Premises, together with any taxes thereon, if any such services are not separately metered to Tenant.

15. PERSONAL PROPERTY TAXES.

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the Lease Term upon all of Tenant's leasehold improvements, equipment, furniture, fixtures and any other personal property located in the Premises, in the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property. Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

16. RULES AND REGULATIONS.

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other occupants.

17. HOLDING OVER.

If Tenant remains in possession of the Premises or any other part thereof after the expiration of the Lease Term with the express written consent of Landlord, said occupancy shall be a tenancy from month to month at a rental in the amount of 125% of the last monthly Minimum Rent.

18. ENTRY BY LANDLORD.

Landlord reserves, and shall at any and all times during business hours have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the CUSD Office Building Complex of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

19. TENANTS DEFAULT.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a) The vacating or abandonment of the Premises by Tenant.
- b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.

- c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt; or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days), or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

20. REMEDIES UPON TENANT'S DEFAULT.

In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach

- a) Terminate Tenant's right to possession of the Premises, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and adjustments called for herein for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate, or
- b) Maintain Tenant's right to possession, in which case, this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and adjustments as may become due hereunder; or
- c) Pursue any other remedy or combination of remedies now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

21. DEFAULT BY LANDLORD.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Upon Landlord's default, Tenant shall have the right to terminate this Lease

22. OPTION TO TERMINATE UPON CHANGE OF BUILDING OWNERSHIP.

In the event that Landlord conveys its ownership within the Premises, then Tenant shall have an option to terminate the Lease by giving sixty (60) days advance written notice that Tenant is terminating the Lease due to the change of ownership

23. RECONSTRUCTION.

- a) In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repair shall reasonably interfere with the business carried on by Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.
- b) In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall have the option (1) to repair, reconstruct or restore the Premises in which event this Lease shall continue in full force and effect but the Minimum Rent shall be proportionately reduced as hereinabove provided in this Section during the period of such repair, reconstruction or restoration; or (2) to give written notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, shall be paid up to date of such termination.
- c) Anything to the contrary contained in this Section 23 notwithstanding, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last twelve (12) months of the Lease Term or any extension thereof.

- d) Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

24. EMINENT DOMAIN.

If more than twenty-five percent (25%) of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking to terminate this Lease upon thirty (30) days written notice. If either less than or more than twenty-five percent (25%) of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the CUSD Office Building Complex other than the Premises may be so taken or appropriated, Landlord shall, within sixty (60) days of said taking, have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given on account of the reduction in the value of the leasehold, the taking of the fee or otherwise and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term.

25. PARKING AND COMMON AREAS.

- a) Landlord agrees that upon completion of the CUSD Office Building Complex an area approximately equal to the Common Areas as shown on the attached Exhibit "A" shall be at all times available for the non-exclusive use of Tenant during the full Lease Term or any extension thereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such Common Areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such Common Areas; provided, however, that anything to the contrary contained in this Section 25 notwithstanding, said areas shall at all times be substantially equal or equivalent to that shown on the attached Exhibit "A".
- b) Prior to the date of Tenant's opening for business in the Premises, Landlord shall cause twelve (12) parking spaces adjacent to the Tenant's Premises to be designated as "OCTFCU". Landlord shall keep parking and Common Areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof. Two (2) of the twelve (12) parking spaces may be designated as "ATM Only".
- c) Tenant, for the use and benefit of Tenant, its agents and employees, shall have the non-exclusive right in common with Landlord, to use said Common Areas during the entire Lease Term, or any extension thereof, for ingress and egress.
- d) Tenant, in the use of said Common Areas, agrees to comply with such reasonable rules, regulations for parking as Landlord may adopt from time to time for the orderly and proper operation of said Common Areas. Such rules may include, but shall not be limited to the following: (1) the restricting of employee parking to a limited designated area or areas, and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

26. SIGNS.

Tenant may affix and maintain upon the glass panes and supports of the show windows and within twenty-four (24) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of Landlord as to type, size, color, and location. Tenant may, at Tenant's sole expense, erect up to two (2) freeway visible building eyebrow signs on the south-west corner of the building in addition to one prototypical storefront sign. The design of such sign shall be prepared by Tenant in accordance with Landlord's and City's sign criteria and shall be subject to the written approval of Landlord and the City.

27. HOURS OF BUSINESS.

Subject to the provisions of Section 19 hereof, Tenant shall continuously during the entire Lease Term conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted herein during the usual business hours of each and every business day as is customary for Tenant's other businesses of like character to be open for business.

28. GENERAL PROVISIONS.

- a) **Plats and Riders.** Clauses, exhibits, schedules, plats, riders and addenda, if any, affixed to this Lease are a part hereof.
- b) **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.
- c) **Joint Obligation.** If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.
- d) **Marginal Headings.** The marginal headings and section titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
- e) **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
- f) **Recordation.** Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the written request of, or with the written permission of, Landlord.
- g) **Quiet Possession.** Upon Tenant's paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Lease Term, subject to all the provisions of this Lease.

- h) **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent due from Tenant shall not be received by Landlord's designee within ten (10) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, ten percent (10%) of such overdue amount), plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.
- i) **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.
- j) **Inability to Perform.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord.
- k) **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- l) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- m) **Choices of Law.** This Lease shall be governed by the laws of the State in which the Premises are located.
- n) **Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease, each party agrees to be responsible for their own attorneys' fees and costs.
- o) **Sale of Premises by Landlord.** In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.
- p) **Subordination; Attornment.** Upon request of Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof. To the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease. The provisions of this Section to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.
- q) **Notices.** Wherever this Lease requires or permits notice or demand to be given by either party to the other, such notice or demand shall be in writing and given or served either personally or in writing forwarded by certified mail, return receipt requested, addressed to the parties at the addresses specified in Sections 3(b) and (k) hereof. Either party may change such address by written notice to the other as herein provided.
- r) **Tenant's Statement (Estoppel Certificate).** Tenant shall at any time and from time to time, upon not less than five (5) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the Lease Term. Any such statement may be relied upon by the prospective purchaser or encumbrances of all or any portion of the real property of which the Premises are a part.
- s) **Authority of Tenant.** If Tenant is a corporation, each individual executing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation. If Tenant is a partnership, each individual executing this Lease for Tenant represents and warrants that he or she is a general partner of the partnership, that he or she has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership.

20. BROKERS.

Tenant warrants that it has had no dealings with any real estate brokers or agents in connection with the negotiation of this Lease and it knows of no real estate broker or agent who is entitled to a commission in connection with this Lease.

30. COMPLIANCE.

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, Premises or the subject matter of this Lease, including, but not limited to the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

LANDLORD



By David A. Doomey

Deputy Superintendent
Administration

Title _____

TENANT



By John J. Conine

Title VP, Finance and Facilities

CAPISTRANO ANCILLARY FACILITY SAN JUAN CAPISTRANO, CA EXHIBIT A

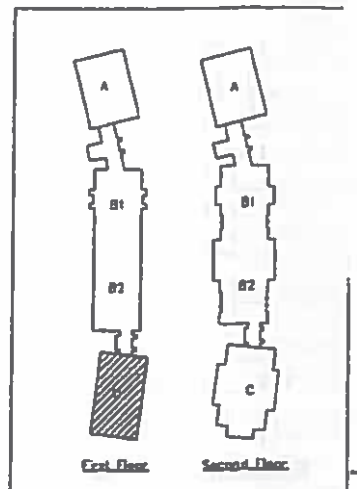
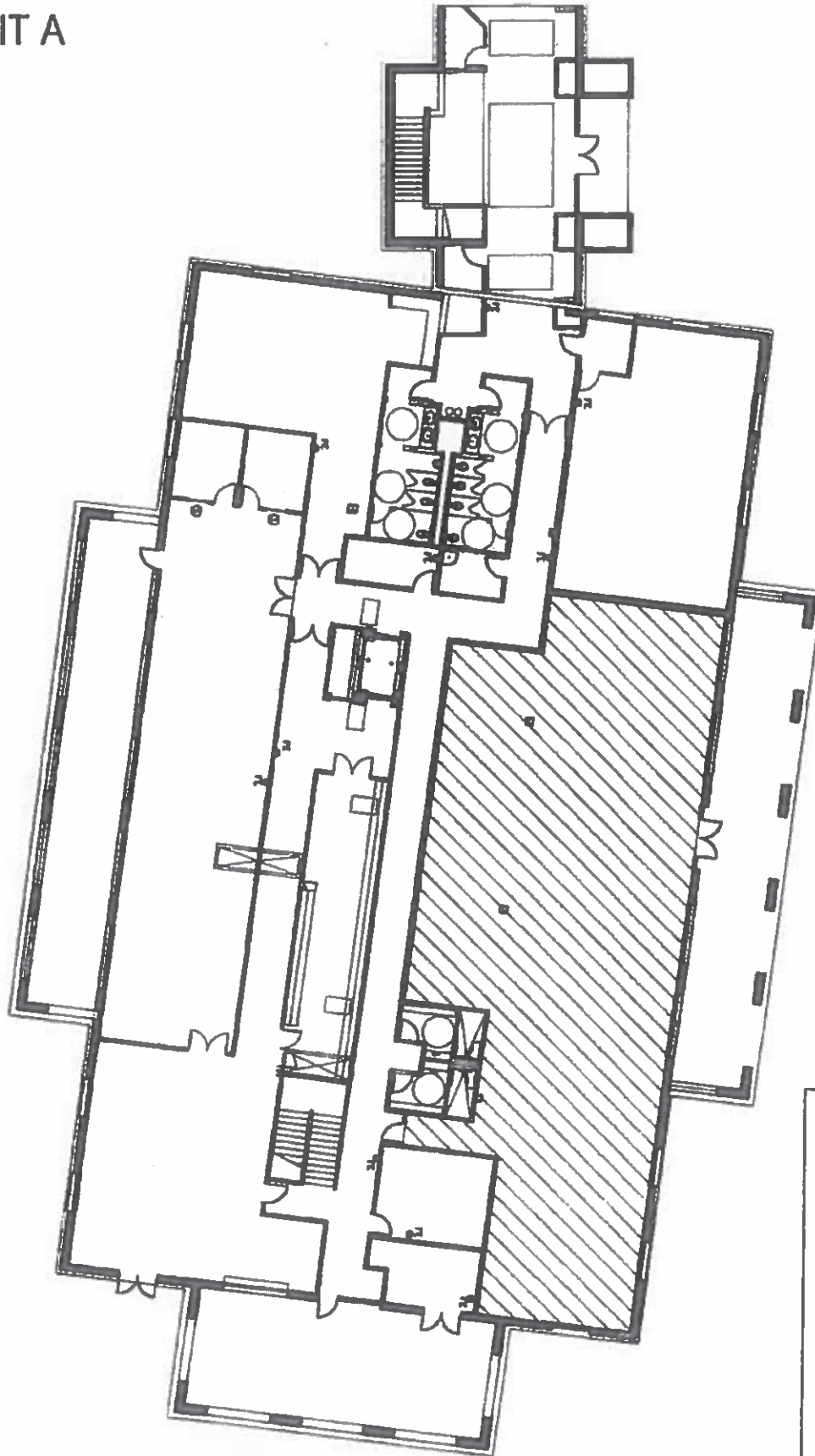


EXHIBIT D
SECOND AMENDMENT

AMENDMENT TO LEASE AGREEMENT

This Second Amendment (“Second Amendment”) to the Lease Agreement by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (“District”) and SCHOOLSFIRST FEDERAL CREDIT UNION, formerly Orange County Teachers Federal Credit Union, a Non-Profit Financial Institution (“Credit Union”) dated April 24, 2006 (“Agreement”) (a true and correct copy of which is attached hereto as Exhibit “A”), is hereby made and entered into as of January 24, 2019 (“Effective Date”) as follows:

WHEREAS, District and Credit Union (individually a “Party” and collectively “Parties”) have entered into the Agreement whereby the Credit Union leases portions of the District’s property located at 33122 Valle Road, San Juan Capistrano, CA 92675 for the operation of a credit union; and

WHEREAS, the District and Credit Union entered into a first Amendment to the Lease Agreement (“First Amendment”) on or about March 1, 2017, making certain modifications to the Agreement to extend the lease term through February 18, 2019, and otherwise modifying the mailing address of the District; and

WHEREAS, the Parties desire to revise certain terms of the Agreement, as amended by the First Amendment; and

WHEREAS, Section 28(i) of the Agreement requires that any amendment or modification to the Agreement must be in writing and executed by both Credit Union and District.

NOW, THEREFORE, DISTRICT AND CREDIT UNION HEREBY AGREE AS FOLLOWS:

1. **Agreement.** The Parties hereto represent and warrant that the Agreement and First Amendment, along with this Second Amendment once executed by both Parties, are the true, correct and complete agreement between the Parties, and that there have been no other written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the meanings given in the Agreement.
2. **Term.** Section 3(c) of the Agreement, as modified by the First Amendment, is further amended to state that the Parties agree to extend the term of the Agreement for an additional two years, as contemplated by the Agreement and First Amendment, through **March 1, 2021.** (“Renewal Term”).
3. **Binding Effect; Partial Invalidity.** This Second Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Second Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Second Amendment, the Agreement, or the First Amendment.
4. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set for the herein, and any other portion thereof as necessary to implement the

foregoing. Except as specifically set forth in this Second Amendment, the Agreement and First Amendment shall remain unmodified and in full force and effect as executed by the Parties.

5. **Electronic/Facsimile Signatures.** In order to expedite the execution of this Second Amendment, scanned or faxed signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the scanned or faxed document, are aware that the other Party will rely on the scanned or faxed signatures, and hereby waive any defenses to the enforcement of the terms of this Second Amendment based on the form of signature.

6. **Counterparts.** This Second Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

7. **Inconsistencies.** In the event of any inconsistency between the terms of this Second Amendment, the Agreement, or the First Amendment, the terms of this Second Amendment shall control over the Agreement and the First Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Second Amendment, as of the Effective Date set forth above, and agree that this Second Amendment shall constitute binding modifications to the Agreement.

District: CAPISTRANO UNIFIED SCHOOL DISTRICT



By: Clark Hampton
Its: Deputy Superintendent, Business and Support Services

Credit Union: SCHOOLSFIRST FEDERAL CREDIT UNION



By: Christina Quintero
Its: Vice President, Facilities Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
Prepared by: Wendy Pospichal, Executive Director, Integrated Support Services

Date: January 20, 2021

Board Item: Master Joint Use Lease Agreement – Wellness and Prevention Center

HISTORY

The Wellness and Prevention Center (WPC) has provided prevention education and therapeutic intervention for District students and their families for over five years. The District and WPC have entered into memorandums of understanding (MOU). The current MOU expires June 30, 2021.

BACKGROUND INFORMATION

Under legal advisement, it was recommended the District and WPC enter in to a Master Joint Use Lease Agreement. This agreement allows for the use by WPC of District facilities to provide services to students and families on District property. Specifically, WPC will provide increased accessibility to mental health services for District students and families including prevention education, therapeutic intervention, post substance use education services and in class education. In exchange, the District agrees to provide school space, on a site by site basis, at no cost to WPC.

CURRENT CONSIDERATIONS

Approval of the Master Joint Use Lease Agreement with Wellness and Prevention Center for use of space at Aliso Niguel High School, San Clemente High School, and San Juan Hills High effective February 18, 2021 through June 30, 2026. This agreement outlines the terms to operate prevention education, therapeutic interventions, post substance use education services, and in-class education. Programs may be expanded to additional sites based on need and mutual agreement.

Pursuant to California Education Code § 17527(a) (Joint Use Statute), the District is authorized to enter into joint use agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, nonprofit organizations, corporations and other entities. Prior to entering into such an agreement, the Board must determine that leasing the space will not (1) interfere with any educational programs or activities of any school or class conducted on the Facilities, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of any children on the Facilities per California Education Code § 17529.

Permitting WPC to jointly use the Property will not: (1) interfere with the educational programs or activities of any school or class conducted at the Facilities as they are currently not in use for academic or education uses, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the Facilities because WPC will conduct its operations in compliance with all local and state laws and ordinances, including to adhere to safety requirements and protocols.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

Approval of the Master Joint Use Lease Agreement with Wellness and Prevention Center.

PREPARED BY: Wendy Pospichal, Executive Director, Integrated Support Services

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

**MASTER JOINT USE LEASE AGREEMENT BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT AND WELLNESS & PREVENTION CENTER
FOR USE OF SPACE AT SCHOOL SITES**

THIS JOINT USE LEASE AGREEMENT (“Agreement”) is made this 17th day of February, 2021, (“Effective Date”) by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, a California public school district (“District”), and WELLNESS & PREVENTION FOUNDATION DBA WELLNESS & PREVENTION CENTER, a California nonprofit organization (“Lessee”). District and Lessee may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, District is authorized, pursuant to California Education Code section 17527, to “enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session”; and

WHEREAS, District owns and operates multiple schools and school sites available for joint use (“School Site(s)”); and

WHEREAS, the School Sites include vacant classrooms or other space (“Premises”); and

WHEREAS, Lessee is a 501(c)(3) charitable organization that desires to use the Premises for its school based therapeutic services to address the social and emotional needs of youth, by providing a safe place for students to discuss stressors and conflict while working on positive solutions (“Program”), as more fully described in the site-specific exhibits created for sites that will be jointly used, attached hereto and made part of this Agreement (“Site-Specific Exhibit(s)”; and

WHEREAS, on August 1, 2018, District and Lessee entered into a Memorandum of Understanding (“MOU”) for Lessee to provide increased accessibility to mental health services for District children and families and to provide drug, alcohol and nicotine prevention education to students, families, teachers, and staff; and

WHEREAS, as consideration for the increased accessibility to mental health services and healthy lifestyles to District students and their families, District agreed to provide school space, on a site by site basis, at no cost to Lessee; and

WHEREAS, District desires to allow Lessee to use the Premises, as designated, for Lessee’s Program; and

WHEREAS, pursuant to California Education Code section 17529, the District has determined, by approving this Agreement, that leasing the Premises to Lessee will not (1) interfere with any educational programs or activities of any school or class conducted on the School Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of any children at the School Site; and

WHEREAS, District and Lessee desire to enter into this Agreement whereby District leases the Premises to Lessee, and Lessee leases the Premises from District, pursuant to the terms and conditions contained herein this Agreement; and

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Lessee agree as follows:

AGREEMENT

1. **SITE-SPECIFIC EXHIBITS.** The Parties will enter into Site-Specific Exhibits as needed. The Site-Specific Exhibits may be modified at any time during the Term of this Agreement to accommodate for additions, removals and/or changes to the Premises, upon mutual written agreement of the Parties and approval by the District's Board of Education. Except as specifically addressed in any Site-Specific Exhibit, the terms and conditions of this Master Joint Use Agreement shall be controlling between the Parties. The Parties intend that Site-Specific Exhibit will include, without limitation, terms of use, maintenance and repair obligations, schedule restrictions, etc., to the extent that such information is unique to those specific Premises.
2. **DESCRIPTION OF PREMISES.** For the purposes of this Agreement, the District Premises shall mean the vacant classrooms, and other recreational facilities, including public restrooms, unless otherwise indicated, and as further described in the Site-Specific Exhibits attached hereto and that are located at the following School Sites:
 - 2.1. Aliso Niguel High School (**Exhibit A-1**)
 - 2.2. San Clemente High School (**Exhibit A-2**)
 - 2.3. San Juan Hills High School (**Exhibit A-3**)
3. **USE OF PREMISES.**
 - 3.1. Upon commencement of this Agreement, District does hereby permit Lessee to use the Premises pursuant to the terms described herein, for the sole purpose of use of the Premises for Lessee's Program as more fully described in the **Exhibit B**

attached hereto, in accordance with all applicable federal, state, and local laws and regulations relating to the Premises and to Lessee's use thereof.

- 3.2. Lessee shall have exclusive use of the Premises to perform Lessee's Program only, subject to mutually agreed upon modification by the Parties in writing, until the expiration date of this Agreement unless terminated sooner in accordance with the provisions in this Agreement. Lessee shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District.
- 3.3. Lessee shall furnish its own equipment or other property needed to perform its Program. District shall not provide any special equipment or property.
- 3.4. Lessee shall use the Premises solely for its Program during the dates and times specified in the Site-Specific Exhibits attached hereto, subject to District's right of entry described herein or as otherwise mutually agreed on by the Parties. Lessee represents that it is qualified to administer and operate its Program. Lessee shall be solely responsible for the administration and operation of its Program, including the hiring of all employees. Lessee shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with Lessee's Program on the Premises.
- 3.5. **Premises Parking.** Beyond the Premises, as further described in the Site-Specific Exhibits attached hereto, each Party shall have non-exclusive use of the parking lots located on the School Sites where the Premises are located (collectively "Premises Parking Lots"). Lessee's use of the Premises Parking Lots shall be on a first-come, first-serve basis but shall not unreasonably impact other occupants with similar access rights including District. Lessee may instruct its visitors, invitees, and guests to park in the Premises Parking Lots or on available street parking. Lessee shall not abandon any inoperative vehicles or equipment on any portion of the Premises, including the Premises Parking Lots. District shall not be liable for any personal injury suffered by Lessee or Lessee's visitors, invitees, and guests, or for any damage to or destruction or loss of any of Lessee or Lessee's visitors, invitees, or guests' personal property located or stored in the Premises Parking Lots, street parking, or the Premises, except where such damage is caused by the District's negligence or misconduct. Lessee has inspected the Premises Parking Lots, is familiar with the present condition, and accepts the Premises Parking Lots in "AS IS" condition. Lessee acknowledges that District has not made and is not making any warranties whatsoever with respect to the Premises Parking Lots. District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises Parking Lots.

- 3.6. Lessee shall be responsible for ensuring that unauthorized portions of the School Site buildings are not disturbed in any manner and that the Premises are vacated as scheduled. Premises shall be vacated promptly at the conclusion of the use period each day and be left in a clean and orderly condition.
- 3.7. **Permits and Licenses.** Lessee shall be solely responsible for obtaining any use permits, licenses or other permission for its Program from the City or other governmental agencies having jurisdiction. Lessee represents that it is duly formed to administer and operate its Program. Lessee shall maintain in good standing any and all licenses, certificates, and permits required to maintain and operate its Program. Lessee's assigned professional staff shall likewise maintain any required licenses, certificates, and permits in order to administer and operate the Program.
- 3.8. **Fingerprinting and Criminal Background Investigation.** If applicable and/or requested by District, Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code §§ 1500 et seq.). If required, Lessee shall complete the verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements, attached hereto as **Exhibit C**, and provide the executed documents to District prior to each individual's commencement of employment or participation in any Lessee Program and prior to permitting contact with any pupils.
- 3.9. **Infectious Diseases and Tuberculosis Testing.** If applicable and/or requested by District, Lessee shall be responsible for ensuring compliance with all applicable infectious disease and tuberculosis testing requirements described in AR 5141.22 and 5141.26, and BP 4119.41, 4219.41, 4319.41, and 5141.22.
- 3.10. **Unusual Use.** Any unusual use of the Premises, i.e., fairs, carnivals, etc. shall be conducted only with the prior written approval of District. For purposes of this section, "unusual use" means any events not consistent with normal operations of Lessee's Program. Request for approval for unusual use shall be submitted in writing at least ten (10) days prior to the event's occurrence.
- 3.11. **Sale, Distribution and Consumption of Alcoholic Beverages.** Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Lessee shall comply with the District-wide policy prohibiting the use or consumption of alcoholic beverages, illegal drugs, and tobacco products on the Premises at all times.

- 3.12. Lessee shall not knowingly do or permit anything to be done in or about the Premises nor bring or keep anything therein, including without limitation any instances where Lessee should reasonably have knowledge thereof, which will increase the existing rate of insurance upon the Premises or cause the cancellation of any insurance policy covering said Premises or any part thereof or any of the contents of the Premises, nor shall the Lessee sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by any standard form insurance policy.
- 3.13. **Access to Premises.** Lessee, its agents, employees, licensees and invitees, shall have all rights of ingress and egress to and from the Premises over such other portion of District's property at the school as may reasonably be necessary for the use of the Premises. Lessee acknowledges that the Premises are public school sites. Use of the Premises under this Agreement shall not interfere with the operation of school activities.
- 3.14. **Waste.** Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer, or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.
4. **TERM.** The term of this Agreement shall be for **five (5) years** from receipt of Board approval ("Commencement Date"), and, unless sooner terminated under any provision hereof, the Term shall end on the anniversary of the date of such approval ("Expiration Date") ("Term").
- 4.1. **Option Term.** Provided that the District determines that the requirements of the Joint Use Statutes (Education Code sections 17527, et, seq.) are continuing to be met, including that the Premises are not needed for school purposes, and that Lessee is not in default under the Agreement, Lessee shall have one (1) five (5) year option beyond the Initial Term of the Agreement upon the same terms and conditions of the Agreement. To exercise such option, Lessee must give District advance written notice at least six (6) months prior to the expiration of the Initial Term of this Agreement of Lessee's intention to exercise this option; provided, however, Lessee's option shall not terminate and Lessee may exercise its option until thirty (30) days following District's written notice to Lessee that Lessee failed to exercise such option. The Initial Term and any Option Term shall be collectively referred to herein as the "Term."

- 4.2. **Termination for Cause.** The District shall have the right, at any time during the Term, to terminate this Agreement immediately by written notice to Lessee upon a breach of this Agreement by Lessee or upon any violation by Lessee or any of its employees or agents of any law, rule, regulation or ordinance, including without limitation, District rules and regulations. The District reserves the right to terminate any activity that may not be in the best interest of the community or District. Any early termination under this Section shall not release Lessee from payment of any sum then due to District or from any claim for damages or rent previously accrued or then accruing against Lessee.
- 4.3. **Termination for Convenience.** Either Party may terminate this Agreement without cause by written notification sixty (60) days prior to the effective date of the termination.
- 4.4. Lessee's rights in the Premises shall terminate upon Lessee's receipt of notice of termination from District.
- 4.5. Upon receipt of District's notice of termination, Lessee shall surrender use of the Premises, remove all personal property, and leave the Premises, including any District-owned fixtures, in a neat and clean condition. Lessee shall be responsible to restore the Premises to its condition prior to the commencement of this Agreement with no damage thereto, excepting only reasonable wear and tear.
- 4.6. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
5. **PAYMENT FOR USE OF PREMISES.** Lessee's Program shall provide the following services, as more fully described in **Exhibit B** attached hereto, at no cost to District, in exchange for access to the Premises at the School Sites, per year as further set forth therein.
6. **CONDITION OF PREMISES.**
- 6.1. The Premises are provided to Lessee on an "AS IS" basis. District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises. Lessee has inspected the Premises and is familiar with the present condition of the Premises. By entry and use of the Premises pursuant to this Agreement, Lessee accepts the Premises in "AS IS" condition.
- 6.2. Lessee acknowledges that neither the District nor the District's agents have made any representation or warranty as to the suitability of the Premises for Lessee's use thereof, or Lessee's Activities as described herein. Any agreements, warranties, or representations not expressly contained in this Agreement shall in no way bind the Parties, and the Parties expressly waive all claims for damages

based on any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

6.3. Upon surrender of the Premises, Lessee shall deliver the Premises in the same condition as upon entry, normal wear and tear and approved alterations and improvements excepted.

7. UTILITIES. District shall furnish or cause to be furnished to the Premises necessary utilities during the full term of this Agreement and any extension thereof. For purposes of the Agreement, utilities include custodial services, electrical, natural gas, sewer, waste disposal/recycling, and water services.

7.1. Lessee shall be solely responsible for all telephone or technology communication services/systems and internet services required by Lessee in its use of the Premises or performance of its Program.

7.2. The District's failure to furnish or cause to be furnished utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability of the District. Lessee shall comply with all District energy conservation policies relating to use of the Premises.

8. TITLE TO PREMISES. The Parties acknowledge that title to the Premises is held by District. Lessee shall make no structural modifications to the Premises or other District property or make any improvements to the Premises, Premises Parking Lots, or other District property without prior written consent from the District.

9. MAINTENANCE.

9.1. **Routine Repair, Cleaning, and General Maintenance.** District shall assume total responsibility for the custodial Services, routine repair, cleaning, and general maintenance of the Premises and any furnishing or equipment provided to Lessee, except as otherwise agreed to in writing by the District. Lessee shall keep the Premises in a safe and clean condition, free of accumulations of dirt, rubbish, and unlawful obstructions, and shall maintain the landscaping and the Premises exterior entranceways and walkways in a safe and clean condition consistent with the District's standards of maintenance. Lessee shall, at all times, keep the Property in accordance with the laws of the State of California and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of Lessee.

- 9.2. **Deferred Maintenance.** District shall assume total responsibility for the major maintenance of the Premises. For purposes of the Agreement, “major maintenance” includes, for example, the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance.
- 9.3. **Damages.** Lessee shall be responsible for damage occurring during its use of the Premises to the extent provided in the section below titled “Indemnification.”
10. **LESSEE’S PROPERTY AND RIGHTS.** District shall have no duty or responsibility for the protection, safeguarding, care, or storage of any personal property, nor shall District be liable for any damage to personal property used or left on the Premises or any surrounding District property by Lessee or its employees, agents, contractors, customers, guests, or invitees, including but not limited to damage caused by fire, earthquake, acts of nature, vandalism, or burglary.
11. **DISTRICT’S ENTRY AND ACCESS TO PREMISES.** District and/or its agents or employees shall have the right to enter the Premises at any time for the purpose of inspection or to perform maintenance in or on the Premises, and to post reasonable signs or notices to protect the right of the District.
12. **INDEMNIFICATION.** To the fullest extent permitted by California law, Lessee shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“Indemnified Parties”) from and against any and all loss, liability, damage, expense, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs (collectively “Claims”), as well as any direct, indirect, or consequential loss, liability, damage, or expense, for injury or death to persons, including employees of Lessee, and damage to property, including property of either Party, arising out of or in connection with intentional, willful wanton, reckless, or negligent conduct resulting from the operation, condition, or occupancy of the Premises, or any activities of Lessee related to this Agreement. If any Claims are brought against Indemnified Parties, Lessee shall defend Indemnified Parties at Lessee’s expense, provided that Indemnified Parties promptly notify Lessee of any such claim, judgment or proceeding in writing and tenders its defense to Lessee. District shall have the right to accept or reject any legal representation Lessee proposes to defend Indemnified Parties. District agrees to cooperate with Lessee as may be reasonably necessary in settlement or defense of any such claim, judgment or proceeding.

13. INSURANCE.

- 13.1. Insurance is to be placed with the Association for Cooperative Operations Research and Development (“ACORD”). Lessee shall furnish District with the original certificates and amendatory endorsements effecting coverage required.
- 13.2. Lessee acknowledges that the insurance to be maintained by District on the Premises will not insure any of Lessee’s property or improvements made by Lessee.
- 13.3. Lessee shall, at Lessee’s expense, obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance, umbrella liability insurance, workers compensation and employers’ liability insurance, and sexual conduct liability insurance, insuring District and Lessee against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas.
- 13.4. Lessee’s commercial general insurance shall be in an amount of not less than One Million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and Three Million dollars (\$3,000,000) general aggregate policy limit. In addition, Lessee shall obtain a damage to rented premises policy in the amount of One Hundred Thousand dollars (\$100,000) and a medical expense (any one person) policy in the amount of Five Thousand Dollars (\$5,000). Lessee shall also obtain a products/completed operations aggregate policy in the amount of Three Million dollars (\$3,000,000).
- 13.5. Lessee’s umbrella liability insurance shall be in an amount of not less than Two Million dollars (\$2,000,000) for any one occurrence and Two Million dollars (\$2,000,000) aggregate policy limit.
- 13.6. Lessee’s workers compensation and employers’ liability insurance shall be in an amount of not less than One Million dollars (\$1,000,000) per accident, One Million dollars (\$1,000,000) per policy, and One Million dollars (\$1,000,000) per employee.
- 13.7. Lessee’s sexual conduct insurance shall be in an amount of not less than One Million dollars (\$1,000,000) for each claim and/or cause and Three Million dollars (\$3,000,000) aggregate policy limit.
- 13.8. The insurance carrier, deductibles and/or self-insured retentions shall be commercially reasonable, shall not limit or apply to the District, shall be the sole responsibility of Lessee, and shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Lessee shall

deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

- 13.8.1. Not be canceled or altered without thirty (30) days' prior written notice to District;
 - 13.8.2. State the coverage is primary and any coverage by District is in excess thereto;
 - 13.8.3. Contain a cross liability endorsement; and
 - 13.8.4. Include a separate endorsement naming District as an additional insured.
- 13.9. At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Lessee shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein. District reserves the right to require complete certified copies of all required policies at any time.
- 13.10. The procuring of such required policy or policies or insurance shall not be construed to limit Lessee's liability hereunder or to fulfill the indemnification provision and requirements of this Agreement. Notwithstanding said policy or policies or insurance, Lessee shall be obligated for the full and total amount of damage, injury, or loss caused by negligence or neglect connected with this Agreement or with use or occupancy of the Premises.
- 13.11. During the Term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the Premises as of the Commencement Date. In the event of loss or damage to the Premises, the buildings, or any contents, each Party, and all persons claiming under the Party, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.
- 13.11.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Lessee shall, at

its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Lessee shall be charged to Lessee.

13.12. During the Term, Lessee shall comply with all provisions of law applicable to Lessee with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Lessee's occupancy of the Premises, Lessee shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.

14. ASSIGNMENT, SUBLETTING AND SUBCONTRACTING. Lessee shall not voluntarily or by operation of law assign, license, transfer, mortgage, sublet or otherwise encumber all or any part of Lessee's interest, rights, duties, or privileges in this Agreement or in the Premises without obtaining the prior written consent of District in each instance, and any attempt to do so without such consent being first had and obtained shall be wholly void and, at the option of District, shall immediately terminate this Agreement; provided, however, that District shall not unreasonably withhold, condition or delay its consent. Notwithstanding the foregoing, no assignment which violates the use provisions of this Agreement will be approved. No subcontracting, subletting or assignment, even with consent of District, shall relieve Lessee of its obligation to make payments and to perform all of the other obligations to be performed by Lessee hereunder. The acceptance of payment by District from any other person shall not be deemed to be a waiver by District of any provisions of this Agreement or consent of any assignment, subletting, subcontracting or other transfer. Consent to one assignment, subletting, subcontracting, or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting, subcontracting or other transfer.

15. TAXES AND ASSESSMENTS. Should any possessory interest tax, other personal property or real property tax, or assessment whatsoever be assessed against the District as a result of this Agreement, the Lessee agrees to and shall pay all such foregoing taxes and assessments and charges not less than twenty (20) days prior to the date of delinquency thereof and give written notice of such payment to the District within five (5) days after such payment is made.

16. SIGNS. Lessee may, at Lessee's sole cost, have the right and entitlement to place a sign or label on the Premises to advertise Lessee's use or Activities, provided Lessee obtains the written approval and consent of the District's site administrator or Chief Business Officer/Business Services prior to placement. Any signs or labels shall comply with the local ordinances pertaining thereto. Throughout the Term, Lessee shall, at its sole cost

and expense, maintain any of its signage and all appurtenances in good condition and repair. At the Expiration Date or Termination of this Agreement, Lessee shall remove any signs which it has placed on the Premises and shall repair any damage caused by the installation or removal of Lessee's signs at Lessee's sole cost.

17. **NOTICES.** Any notice required or permitted to be given under the Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

DISTRICT:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: John G. Forney
Chief Facilities Officer
(949) 234-9545
Fax: (949) 493-4083

LESSEE:

Wellness & Prevention Center
189 Avenida la Cuesta
San Clemente, CA 92673
ATTN: Susan Parmelee
Executive Director, LCSW 75769
Telephone: (949) 680-0516

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

18. **JOINT AND SEVERAL LIABILITY.** If Lessee is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Lessee hereunder.
19. **INDEPENDENT CONTRACTOR STATUS.** The Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
20. **ATTORNEYS' FEES.** If either Party files any action or brings any proceedings against the other arising out of this Agreement, the Prevailing Party (as defined herein) shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "Prevailing Party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.
21. **ENTIRE AGREEMENT OF PARTIES.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements,

whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

22. **PARENT CONSENT FOR SERVICES.** Should the Program include any form of medical or psychological services, including diagnostic services, treatment, or counseling, Lessee shall obtain written parent/guardian consent on District approved form, prior to providing service(s) to a minor.
23. **ENTIRE AGREEMENT OF PARTIES.** The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties.
24. **CALIFORNIA LAW.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.
25. **COMPLIANCE WITH ALL LAWS AND DISTRICT POLICIES.**
 - 25.1. Lessee shall at Lessee's expense comply with all applicable federal, state and local laws, regulations, and ordinances, affecting the Premises, including but not limited to District Board Policy 1330 on Use of School Premises. Lessee shall also comply with any and all laws, statutes and regulations pertaining to air and water quality, hazardous materials, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations) ("Environmental Laws").
 - 25.2. The judgment of a court of competent jurisdiction, or Lessee's admission in an action or a proceeding against Lessee, whether the District is a party to it or not, that Lessee has violated any law or regulation or ordinance in its use of the Premises shall be considered conclusive evidence of that fact as between the District and Lessee. If Lessee fails to comply with any law, regulation or ordinance, the District reserves the right to take necessary remedial measures at Lessee's expense, for which Lessee agrees to reimburse the District on demand.
 - 25.3. Lessee shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Lessee or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Lessee shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or

becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as "hazardous" or "extremely hazardous" pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, sections 66261.30 et seq., (ii) defined as a "hazardous waste" pursuant to section 14 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (42 U.S.C. § 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (42 U.S.C. § 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

- 25.4. The Parties will promptly notify each other in writing if a Party has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws. The Parties shall promptly provide copies to each other of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. The Parties shall promptly supply each other with copies of all notices, reports, correspondence, and submissions made by a Party to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. The Parties shall promptly notify each other of any liens threatened or attached against the Premises pursuant to any Environmental Laws.
- 25.5. Lessee shall indemnify, defend (by counsel reasonably approved in writing by the other Party), protect, release, save and hold harmless the District from and against any and all Claims arising from any breach by Lessee of its covenants under this section.

26. TERMS AND CONDITIONS. Lessee hereby acknowledges the terms and conditions agreed to by the participants registrants

27. COOPERATION WITH OTHER OCCUPANTS OF THE PROPERTY. It is understood and recognized by Lessee that the Premises, of which the Premises is a part, will be used by other parties, including District. District and Lessee shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas,

playgrounds, policing of common areas, custodial services, and security measures. Lessee agrees to promptly respond to concerns relating to use of the Premises expressed by District, City, or neighbors of the Premises.

28. **NONDISCRIMINATION.** Neither Party shall discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, disability, or any other basis prohibited by law in the operation of any of their programs or employment practices. The Parties affirm they are equal opportunity employers and shall comply with all applicable federal, state and local laws and regulations.
29. **WAIVER.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
30. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
31. **COUNTERPARTS.** This Agreement and all amendments and supplements to it may be executed by the Parties in counterparts, and all counterparts together shall be construed as one document.
32. **CAPTIONS.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.
33. **SEVERABILITY.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.
34. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
35. **MODIFICATIONS.** This Agreement, or any Exhibit attached hereto, may be amended in writing signed by both Parties. The Parties' respective Boards must approve this Agreement and Exhibits and any changes or modifications thereto.
36. **THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the Parties and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition of this Agreement, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions of this

Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns.

37. **INTEGRATION.** This Agreement contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.
38. **INTERPRETATION.** Neither Lessee nor District shall be deemed the drafter of this Agreement. If this Agreement is ever interpreted or construed by a court of law, such court shall not construe this Agreement or any provision hereof against either Party as drafter.
39. **AMENDMENTS.** Lessee and District, upon mutual agreement, agree to meet and confer to discuss any amendment to this Agreement. Any such amendments shall be set forth in writing and executed by each Party.
40. **ADDITIONAL DOCUMENTS.** Each Party hereto agrees to execute any document or documents that may be requested from time to time by the other Party to implement or complete such Party's obligations pursuant to this Agreement.
41. **AUTHORIZATION TO SIGN AGREEMENT.** Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.
42. **BOARD APPROVAL.** This Agreement is subject to the approval and/or ratification of the District's Board of Trustees.
43. **FORCE MAJEURE.** In addition to specific provisions of this Agreement, performance by a Party shall not be deemed to be in default, and all performance or other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party, such as but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; limitation of supplies; epidemics; quarantine restrictions; freight embargoes; lack of transportation; litigation; unusually severe weather; acts or omissions of another party; or any other causes beyond the control of or without the fault of the Party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2021

Dated: _____, 2021

CAPISTRANO UNIFIED SCHOOL DISTRICT
("District")

WELLNESS & PREVENTION CENTER
("Lessee")

By: _____

By: _____

Print Name: Clark Hampton

Print Name: Susan Parmelle

Print Title: Deputy Superintendent

Print Title: Executive Director

Exhibit A-1

DESCRIPTION OF ALISO NIGUEL HIGH SCHOOL

The School Site and Premises, including restrooms and parking, are as follows:



ALISO NIGUEL HIGH SCHOOL

28000 WOLVERINE WAY
 ALISO VIEJO, CA 92656
 (949) 831-5590
 alisoniguel.com

HOME OF THE WOLVERINES



100 FT (30.48 M)

- KEY**
- MEN'S RESTROOM
 - WOMEN'S RESTROOM
 - DRINKING FOUNTAIN
 - VENDING MACHINE
 - BICYCLE RACKS
 - SKATEBOARD RACKS

The Program services offered at the School Site, are as follows:

Prevention Education Services

Monday – Friday: 7 a.m. – 4 p.m.

Therapeutic Mental Health Services

Post-Substance Use Discipline Interventions

Monday – Friday: 7 a.m. – 4 p.m.

Individual Therapy

Monday – Friday: 7 a.m. – 4 p.m.

Group Support

Monday – Friday: 7 a.m. – 4 p.m.

Family Therapy

Monday – Friday: 7 a.m. – 4 p.m.

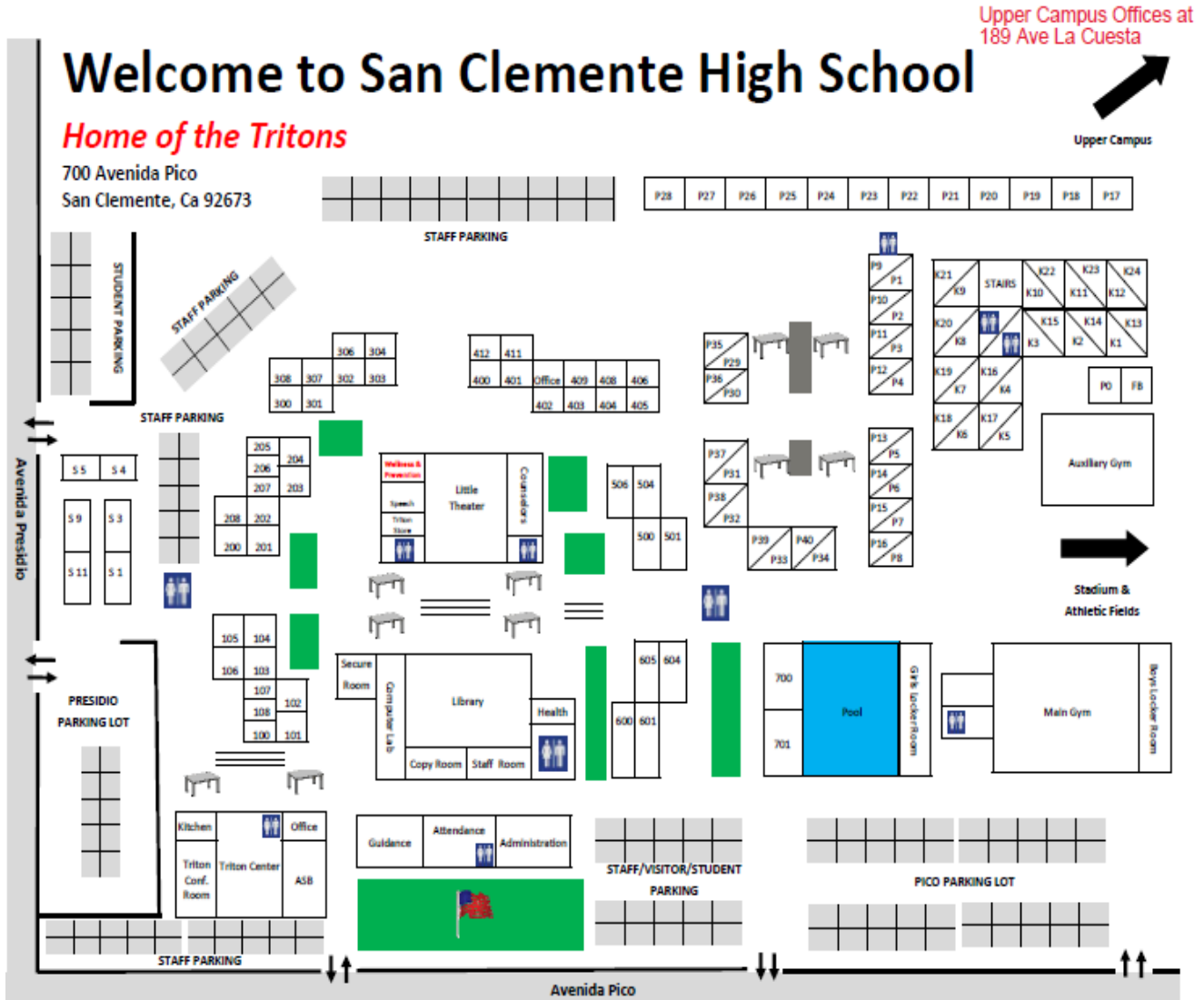
In-Class Education

Monday – Friday: 7 a.m. – 4 p.m.

Exhibit A-2

DESCRIPTION OF SAN CLEMENTE HIGH SCHOOL

The School Site and Premises, including restrooms and parking, are as follows:



The Program services offered at the School Site, are as follows:

Prevention Education Services

Monday – Friday: 7 a.m. – 7 p.m.

Therapeutic Mental Health Services

Post-Substance Use Discipline Interventions

Monday – Friday: 7 a.m. – 7 p.m.

Individual Therapy

Monday – Friday: 7 a.m. – 7 p.m.

Saturday: 8 a.m. – 2 p.m.

Group Support

Monday – Friday: 7 a.m. – 7 p.m.

Saturday: 8 a.m. – 2 p.m.

Family Therapy

Monday – Friday: 7 a.m. – 7 p.m.

Saturday: 8 a.m. – 2 p.m.

In-Class Education

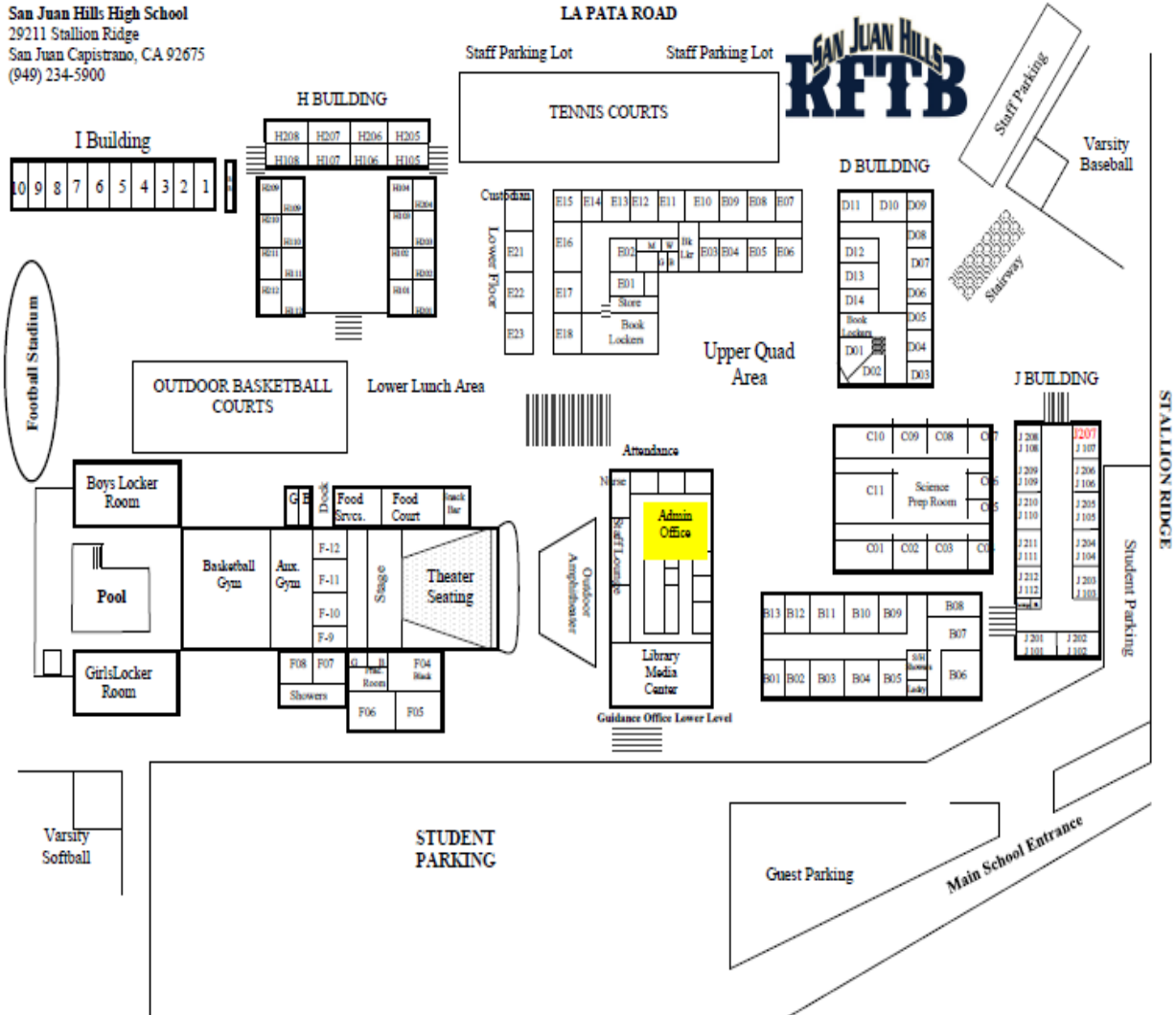
Monday – Friday: 7 a.m. – 7 p.m.

Saturday: 8 a.m. – 2 p.m.

Exhibit A-3

DESCRIPTION OF SAN JUAN HILLS HIGH SCHOOL

The School Site and Premises, including restrooms and parking, are as follows:



The Program services offered at the School Site, are as follows:

Prevention Education Services

Monday – Friday: 7 a.m. – 4 p.m.

Therapeutic Mental Health Services

Post-Substance Use Discipline Interventions

Monday – Friday: 7 a.m. – 4 p.m.

Individual Therapy

Monday – Friday: 7 a.m. – 4 p.m.

Group Support

Monday – Friday: 7 a.m. – 4 p.m.

Family Therapy

Monday – Friday: 7 a.m. – 4 p.m.

In-Class Education

Monday – Friday: 7 a.m. – 4 p.m.

Exhibit B

DESCRIPTION OF LESSEE'S PROGRAM

The "Program" for which Lessee is permitted to use the Premises are limited to the following services only and subject to all described conditions and limitations. Any additional services shall only be permitted with the prior express written approval and consent of the District:

Prevention Education: WPC staff support the wellbeing of students and staff by assisting student clubs that work to better the wellbeing of their peers, providing parent education through bi-monthly eNews and virtual and in-person education nights, and through collaboration with administration and teachers in providing wellness messaging to students and their families.

Therapeutic Interventions: WPC staff provide an open door to mental health support for students. These services include drop-in one-time meetings, crisis intervention, and short-term solution focused mental health therapy after obtaining informed consent per the laws of the State of California. For higher levels of care WPC staff may work with students and their families to refer to appropriate care in the community.

Post Substance Use Education Services: WPC staff in collaboration with school administration, students and their families, provide targeted substance use interventions for students with substance use disciplinary action. These interventions include psychoeducation about the negative effects of substance use as well as motivational interviewing techniques designed to promote harm reduction and cessation of substance use. These services may include working with families to find a higher level of treatment.

In-Class Education: WPC staff provided class-room prevention education that encourages healthy decision making based upon the dimensions of wellness. Topics may include – Health impacts of alcohol, vaping, and other illicit substance use, Healthy relationships, Refusal skills, Supporting your mental health, and others. These presentations are provided upon teacher request and with administrative approval.

The annual costs for providing Program services, listed below, are based upon Medi-Cal Reimbursement Rates and actual salaries for a 40-week school year, and inclusive of summer hours at the San Clemente High School Upper Campus Administration Building:

- Prevention Education: \$50,000

- Therapeutic Interventions: \$218,130

- Post Substance Use Education Services: \$10,000

- In-Class Education: \$7,500

Exhibit C

**CRIMINAL BACKGROUND
INVESTIGATION/FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of Lessee currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of the Lessee.

_____ (Initial) The Lessee has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Lessee's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Lessee's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

Name: _____

Title: _____

Lessee's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Lessee.

Lessee is responsible for providing all of its employees, Subcontractors, and employees of Subcontractors who will be coming into contact with District pupils, name badges that are to be worn and visible at all times. The name badge shall display the Lessee's name, the employee's first and last name and a color photograph of the employee.

Date: _____

Proper Name of Lessee: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Lauren Pattullo, Coordinator II, Special Education Services, Infant-Preschool

Date: February 17, 2021

Board Item: Agreement No. 50985 Quality Start Orange County Quality Rating and Improvement System Participation Agreement 2020-2021

HISTORY

The Orange County Department of Education (OCDE) operates and maintains a Quality Ratings and Improvement System (QRIS) program within Orange County, referred to as Quality Start Orange County QRIS for Early Learning Programs. The District’ Early Childhood Programs have voluntarily agreed to participate in the QRIS receiving California State Preschool (CSPP) Block Grant funds since 2014.

BACKGROUND INFORMATION

OCDE and the Children and Families Commission of Orange County (Commission) jointly applied for the First 5 Improve and Maximize Programs so All Children Thrive (IMPACT) grant. The Commission was awarded funding from 2015-2016 to 2019-2020. As a part of the grant, OCDE is required to collect information needed to rate the seven elements of QRIS, track information responsive to data fields, provide professional development, monitor and evaluate impacts on child outcomes, complete and submit an annual Common Data File for QRIS participants to CDE and First 5, and publish site QRIS ratings.

CURRENT CONSIDERATIONS

Participating districts in QRIS require the utilization of iPinwheel to input data meeting the requirements of the QRIS program. The agreement allows the parties to implement the Orange County QRIS program for quality improvement based on a tiered rating structure. The agreement will satisfy grant requirements, allowing the District to receive incentive funds of \$190,500. This participation provides access to data and is in compliance with federal and state laws and regulations protecting student privacy. This agreement is for the term of July 1, 2020 to June 30, 2021.

FINANCIAL IMPLICATIONS

The District’s Early Childhood Programs will receive incentive funds of \$190,500.

STAFF RECOMMENDATION

Approval of Agreement No. 50985 Quality Start Orange County Quality Rating and Improvement System Participation Agreement 2020-2021.

PREPARED BY: Lauren Pattullo, Coordinator II, Special Education Services, Infant-Preschool

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

QUALITY START OC
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS)
PARTICIPATION AGREEMENT

This Agreement (Agreement) is made among the Orange County Superintendent of Schools, also referred to as the Orange County Department of Education (OCDE), Capistrano Unified School District (District) and Early Quality Systems, LLC (EQS); hereinafter, collectively referred to as “the Parties”.

RECITALS

- A. OCDE operates and maintains a Quality Ratings and Implementation System (QRIS) program within Orange County, referred to as Quality Start OC. Under the Child Care and Development Services Act, QRIS is a locally determined system for continuous quality improvement based on a tiered rating structure with progressively higher quality standards for each tier that provides supports and incentives for programs, teachers, and administrators to reach higher levels of quality, monitors and evaluates the impacts on child outcomes and disseminates information to parents and the public about program quality. (Education Code section 8203.1)
- B. District operates and maintains preschool programs/sites and has voluntarily agreed to participate in Quality Start OC. Participating preschool sites of the District (Participating Sites) are listed in Exhibit A, which is incorporated into, and made part of, this Agreement.
- C. OCDE and the Children and Families Commission of Orange County (Commission) jointly applied for and were awarded Quality Counts California (QCC) Local Consortia and Partnership Grants, which included the following:
 - 1. F5CA IMPACT (Improve and Maximize Programs so All Children Thrive) 2020;
 - 2. CDE Quality Counts California Block Grant (QCC Block Grant); and
 - 3. CDE California State Preschool Program (CSPP) Quality Rating and Improvement System Block Grant (CSPP Block Grant).
- D. EQS owns and operates the Early Childhood Integrated Data System (ECIDS) called iPinwheel. EQS provides OCDE and the District with access to and use of iPinwheel, a browser-based web application with a centralized database that tracks, measures, stores, and reports the data needed to implement a successful Tiered Quality Rating and Improvement Assessment (TQRIS) to help improve the quality of early childhood education programs pursuant Agreement No. 50758, which is incorporated into, and made part of, this Agreement as Exhibit B.
- E. The purpose of this Agreement is to facilitate the collaboration, access and service between the Parties to implement the Orange County QRIS program and satisfy grant requirements.

TERMS AND CONDITIONS

1. **Effective Date:** This Agreement shall become effective upon proper execution of the Parties. The effective date shall be the date upon which the last signature was affixed (Effective Date).
2. **Term:** The term of this Agreement shall begin on July 1, 2020, and end no later than June 30, 2021 (Term).
3. **Quality Counts California (QCC) Local Consortia and Partnership Grants:**
 - a. For purposes of this Agreement, the CDE QCC and CSPP Block Grants and the IMPACT grant requires participants to:
 1. Track information responsive to data fields required by the Quality Counts California (QCC) Common Data File, which is incorporated into, and made part of, this Agreement as Exhibit C.
 2. Submit a completed annual Common Data File for QRIS participants to CDE and First 5 CA.
 3. Provide professional development and technical assistance to support all elements of the QRIS Rating Matrix and Pathways and Quality Improvement Plan (QIP) development.
 - b. Additionally, for each Participating Site funded by the CSPP Block Grant (CSPP Site) and identified in Exhibit A, the CSPP Block Grant requires participants to:
 1. Collect information to rate the seven elements of the California QRIS Rating Matrix which is defined in the QCC Implementation Guide with Quality Start OC Local Decisions (QCC Implementation Guide), which is incorporated into, and made part of, this Agreement as Exhibit D.
 2. Issue and publish site QRIS site rating.
4. **Quality Start OC:** In order to satisfy grant requirements through the Quality Start OC program, OCDE and EQS will need to access and share certain information provided by District through iPinwheel and the California Workforce Registry (Workforce Registry).
5. **Data Privacy:**
 - a. District is required to use iPinwheel to input certain data regarding children in District's care, which may include Covered Information. "Covered Information" includes personally identifiable information and pupil data protected under FERPA 20 U.S.C. § 1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085. Covered Information does not include de-identified

information (information that cannot be used to identify an individual pupil) used to:
(1) Evaluate services and supports provided through participation in Quality Start OC
or (2) for the development and improvement of educational sites, services, or
applications.

- b. The Parties jointly ensure compliance with the California Education Code, the Children’s Online Privacy and Protection Act (COPPA), and the Family Educational Rights and Privacy Act (FERPA).

6. Duties of OCDE:

- a. Early Learning Services Training and Support:

- 1. OCDE will provide District with information regarding the scope and purpose of QRIS, detailed description of the QRIS Matrix Elements and Tiers, and criteria for a QRIS site rating.
- 2. OCDE will provide a copy of the QCC Implementation Guide to District and EQS. Updated versions of the Implementation Guide will be made available in the resources section of iPinwheel.
- 3. OCDE will offer District no-cost professional development and trainings to meet QRIS Matrix requirements and/or to support advancement of knowledge and skills and competencies to support young children and their families.
- 4. OCDE will provide limited technical assistance and/or coaching to support District’s programs in improving site scores on the QRIS Rating Matrix and/or to support advancement of knowledge and skills and competencies to support young children and their families.
- 5. OCDE will provide District with training and telephone support on how to access and operate iPinwheel application.
- 6. OCDE will provide District with external and reliable Classroom Assessment Scoring System (CLASS) assessments and Environmental Rating Scales (ERS) assessments needed for site rating to be conducted in compliance with the assessment protocols defined in the QCC Implementation Guide.

- b. For CSPP Sites identified in Exhibit A:

- 1. OCDE will conduct QRIS assessments and site ratings in compliance with the CA QRIS QCC Implementation Guide. Should OCDE will modify rating and assessment practices as needed to remain in compliance.

2. Utilize ERS and CLASS scores and program-provided data in iPinwheel database to establish a site rating in accordance with the QCC Implementation Guide.
 3. Provide program participant with a QRIS site rating report. QRIS site ratings will be published by OCDE on the www.Quality Startoc.com website, and shared with the California Department of Education and Children's Home Society of California, the Resource and Referral agency for Orange County.
- c. Provide District with a Quality Start OC emblem to display at their site, certificate of participation, and sample QRIS information for families in order to further advertise their participation and/or assigned rating.
 - d. OCDE will prioritize preschool programs serving at-risk children in Orange County for participation in Quality Start OC.
 - e. OCDE access to Covered Information: Pursuant to Section 99.31(a)(3) and 99.35 of Title 34 of the Code of Federal Regulations, OCDE will access District's Covered Information only for authorized purposes as outlined in this Agreement.

7. Duties of EQS:

- a. EQS will host, maintain, and fully secure web-based QRIS data collection and program management system known as iPinwheel for use by the Parties.
- b. EQS will track all information collected or obtained from the District that is needed for assigning a QRIS Rating.
- c. EQS will protect Covered Information pursuant to its "Technology Services Agreement for California Assembly Bill 1584 Compliance," which is incorporated into, and made part of, this Agreement as Exhibit E.

8. Duties of District:

- a. District will upload to the iPinwheel database current and valid site, District, staff, and child information that is necessary for QRIS rating or the Common Data File as described in Exhibit C.
- b. Workforce Registry data will be the sole source of information to calculate staff and director qualifications for the QRIS rating and evaluation.
 1. It is the responsibility of the District to ensure required personnel create and maintain Workforce Registry files.
 2. All requested information must be complete, valid and up to date prior to January 1, 2021 in order to be used for calculating the site rating for any sites rated in the 2020-21 school year.

- c. Workforce Registry records will be accessed by OCDE and used to calculate staff qualifications for QRIS rating purposes in accordance with the California Early Care and Education Workforce Registry’s privacy policy described in Exhibit F.
- d. District will allow assessors assigned by OCDE access to CSPP Sites in order to conduct Environmental Rating Scales (ERS) and Classroom Assessment Scoring System (CLASS) assessments for QRIS rating purposes.
- e. District will allow assessors assigned by OCDE access to randomly selected student files as determined by OCDE or to a complete centralized tracking system or database for review of child assessments and screenings or other alternatives for QRIS rating purposes.
- f. District will obtain parental consent on “Authorization for Use or Disclosure of Child Information To and From Preschool Agencies,” form, a copy of the authorization form is incorporated into, and made part of, this Agreement as Exhibit G. District will notify OCDE through iPinwheel regarding whether parental consent was granted.
- g. District will ensure the completion of an annual Continuous Quality Improvement Plan (CQIP) in iPinwheel for District’s early learning program and site.
- h. District will notify OCDE immediately if they receive notice from the California Community Care Licensing that the District is no longer in good standing. In accordance with the QCC Implementation Guide, Agencies that are no longer in good standing are ineligible for QRIS participation.
- i. District understands that at the termination of this Agreement, District is not obligated to continue utilizing iPinwheel or EQS services. Should District continue to utilize iPinwheel, District will be responsible for all costs following termination of this Agreement.
- j. Should District withdraws from the Quality Start OC Program, District agrees to cease to advertise or reference the site as a Quality Start OC Program participant. Withdrawal from the Quality Start OC Program will terminate and/or end all coaching, technical assistances and eligibility for scholarships, incentives, or other offerings available through the Quality Start OC Program.
- k. **If the Agreement is not signed and returned to OCDE by March 15, 2021, School District will not be eligible to receive an assessment, rating or incentive for the 2020-2021 year.**

9. Data Completion Stipends and CSPP Tier Awards and Incentive Stipends:

- a. District will be eligible for Data Completion Stipend funds AFTER all required Common Data file data has been entered into the iPinwheel database. Data Completion Stipend funds will be made available in accordance with the Participating Site Funds Allocation Table in Exhibit A.
- b. The CSPP Block Grant provides funding for local CSPP block grants and incentive stipends as follows:
 - 1. Participating CSPP Sites with a QRIS rating of 4 or 5 stars will receive \$9,000 per site as their Local Block Grant, as shown in the Participating Site Funds Table in Exhibit A.
 - 2. Participating CSPP Sites that are not yet rated, or that have a QRIS rating of 1-3 stars will receive a quality improvement Incentive Stipend of \$9,000 per site, as shown in the Participating Site Funds Allocation Table in Exhibit A.
 - 3. CSPP Local Block Grants and Quality Improvement Participation Stipends will be awarded to District upon execution of this agreement.
- c. The Maximum Payment Obligation of OCDE to District under this Agreement for Data Completion Stipends and/or CSPP Local Block Grants and Incentive Stipends is One hundred ninety thousand five hundred dollars (\$190,500.00).

10. **Copyright:** OCDE will retain sole copyright ownership of all educational curriculum and professional development materials developed for the Quality Start OC and Quality Start OC projects.

11. **Miscellaneous:**

- a. **Entire Agreement:** The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement modifying, amending or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.
- b. **Authority:** Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement, to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement to which it is a party, any federal, state, or local law or regulation to which it is subject or any right of any third party.
- c. **Governing Law:** This Agreement shall be controlled and construed solely in accordance with the jurisdiction and laws of the courts of the State of California,

United States of America, without giving effect to principles regarding conflicts of laws.

- d. **Indemnity and Hold Harmless:** District and EQS agree to defend, indemnify, and hold OCDE, and their respective officers, employees, and agents harmless from any claims, demands or liabilities of any kind or nature, including but not limited to personal injury and property damage arising from or related to this Agreement, except for OCDE's negligent performance pursuant to this Agreement.
- e. **Force Majeure:** Parties shall not be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party.
- f. **Discrimination:** With respect to all issues or services associated with this Agreement, the Parties and their directors, officers, employees, agents, volunteers and guests shall not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity.
- g. **Notices.** Any notice under this Agreement shall be sent by facsimile or by recognized overnight courier and shall be deemed received (a) upon successful transmission, as evidenced by written confirmation of receipt of fax, when notice is sent by fax and a print copy is sent immediately by pre-paid, registered post; or (b) upon date of actual receipt, as evidenced by a signed courier receipt, when notice is sent by overnight courier.

If to EQS, to: Early Quality Systems, LLC
11956 Bernardo Plaza Drive, Suite 406
San Diego, CA 92128
Attn: _____

If to OCDE, to: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: Patricia McCaughey, Administrator

If to District, to: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attn: _____

- h. **Headings:** The headings to the sections hereof are for convenience only and have no legal effect.

- i. Severability: If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement, or Exhibits unenforceable or invalid but rather the Agreement, or Exhibits, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- j. Counterparts: This Agreement may be executed in one counterpart, each of which shall be deemed an original, both of which shall constitute the same agreement.
- k. Review. The Parties acknowledge that each has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, the Parties expressly waive any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agrees and affirms that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

By: 

Print Name: Patricia McCaughey

Title: Administrator

Date: 12/15/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Print Name: Susan Holliday Ed.D.

Title: Chief Administrative Officer, Education and Support Services

Date: February 17, 2021

EARLY QUALITY SERVICES, LLC

By: 

Print Name: Claire Marie Doyle-Crandall

Title: Director of Operations

Date: 12/15/2020

Capistrano Unified School District(50985)-District-QRIS Block Grant 2020-2021
Zip5

EXHIBIT "A"

Participating Preschool Sites

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Exhibit A
Capistrano Unified School District

Site Name	Fee-Based Center	CSPP Center Rated Tiers 4 & 5	CSPP Center, Unrated or Rated Tiers 1-3	Date Completion Slipped	CSPP Block Grant Funds
Carl Hankay Elementary School		x		\$ -	\$ 9,000.00
Castile Elementary School		x		\$ -	\$ 9,000.00
Chaparral Elementary School		x		\$ -	\$ 9,000.00
Clarence Lobo Elementary School		x		\$ -	\$ 9,000.00
Concordia Elementary School		x		\$ -	\$ 9,000.00
Don Juan Avila Elementary School		x		\$ -	\$ 9,000.00
George White Elementary School		x		\$ -	\$ 9,000.00
Hidden Hills Elementary School		x		\$ -	\$ 9,000.00
Kinoshita Elementary School		x		\$ -	\$ 9,000.00
Las Flores Elementary School		x		\$ -	\$ 9,000.00
Las Palmas Elementary School		x		\$ -	\$ 9,000.00
Malcom Elementary School		x		\$ -	\$ 9,000.00
Palisades Elementary School		x		\$ -	\$ 9,000.00
R.M. Dana Elementary School		x		\$ -	\$ 9,000.00
San Juan Elementary School		x		\$ -	\$ 9,000.00
Tijeras Creek Elementary		x		\$ -	\$ 9,000.00
Viejo Elementary		x		\$ -	\$ 9,000.00
Wood Canyon Elementary		x		\$ -	\$ 9,000.00
Bathgate Elementary School		x		\$ -	\$ 9,000.00
Canyon Vista Elementary School			x	\$ -	\$ 9,000.00
Ladera Ranch Elementary School		x		\$ -	\$ 9,000.00
Bergeson Elementary School	x			\$ 300.00	\$ -
Esencia Preschool	x			\$ 300.00	\$ -
Serra High School	x			\$ 300.00	\$ -
Learning Link - Hidden Hills	x			\$ 300.00	\$ -
Learning Link - San Juan	x			\$ 300.00	\$ -
Total				\$ 1,500.00	\$ 189,000.00

Maximum Payment Obligation \$ 190,500.00

EXHIBIT “B”

Early Quality Systems Agreement

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
200 Kalmus Drive
Costa Mesa, CA 92626

This Agreement is entered into **September 1, 2020** by and between **Orange County Superintendent of Schools**, hereinafter referred to as the "SUPERINTENDENT", and **Early Quality Systems**, hereinafter referred to as the "CONSULTANT";

INTRODUCTION

Early Quality Systems owns and operates the Early Childhood Integrated Data System (ECIDS) called iPinwheel. iPinwheel is a browser-based web application with a centralized database that tracks, measures, stores, and reports the data needed to implement a successful Tiered Quality Rating and Improvement Assessment (TQRIS) to help improve the quality of early childhood education programs. iPinwheel enables states, counties, and local agencies to administer their program and report the outcomes of a TQRIS. To this end, iPinwheel provides an easy-to-use graphical user interface (GUI) available via browsers on popular computing platforms such as PCs, iPads, and Mobile devices. The Assessment data collection can be accomplished securely anytime anywhere via the Internet using the most popular internet browsers: Chrome (preferred for the best functionality), Firefox, Internet Explorer, and Safari, allowing remote sites to operate and provide data in a more unified manner. Having a browser-based solution that is a Server-Side Application, rather than a Client-Side Application, means that the application is delivered from the server to the browser, and does not reside as an application on each individual computer. In this manner, no special client software or installations are required. When iPinwheel is updated at the server, it is immediately available to all users.

CONSULTANT partners with organizations to reduce the burden of managing large-scale, complex, multi-tiered QRIS initiatives with a proven and secure/FERPA compliant data system. iPinwheel was designed to "start" in the preschool classroom, and it has the unique secondary benefit of improving the quality of early childhood education by providing tools and supports to early childhood education teachers and site supervisors.

AGREEMENTS

1. **Term:** The term of this agreement shall be from **September 1, 2020** through **June 30, 2021**.
2. **Scope of Services:** CONSULTANT will support the SUPERINTENDENT in achieving its goals for the implementation of a secure, web-based QRIS Program Management and Preschool Student Information Data Assessment that include, but not limited to, the following:
 - Manage the implementation of the Quality Counts California (QCC) Partnership Grants and Workforce Pathways grant.
 - Utilize a data Assessment to automate the rating of preschool sites utilizing the California Department of Education's QCC Quality Continuum Framework Matrix.

Maintain a preschool workforce registry inclusive of tracking college degree and Early Childhood Education Units and Permits, data imported from the CA Workforce registry, as well

as professional development activities, professional growth plan and workforce stipend information for site directors, lead teachers and other preschool classroom staff.

- Manage the workload and track the data for classroom, site and agency quality improvement coaching and technical assistance activities, including coach calendars, quality improvement plans, and coach logs.
- Track California Community Care Licensing information by site.
- Collect child and family demographic and child assessment, development screening and referral data required by the California Department of Education for the QCC Partnership and Workforce Pathways grants.

3. Project Deliverables

Deliverable	Description
Hosting of a QRIS Program Management and Student Information Web-Based Data Assessment	Early Quality Systems will host a secure and fully managed iteration of iPinwheel for Orange County Superintendent of Schools: QualityStartOC.iPinwheel.org.
Training and Technical Assistance	Early Quality Systems will provide training and technical assistance on the use of the iPinwheel ECIDS, differentiated by role. EQS staff will ensure a successful transition and launch at all levels: QRIS administration, Preschool Agency Administration, Preschool Site Administration and Classroom levels.
Materials and Resources	<ul style="list-style-type: none"> • iPinwheel training guides for all data system features • Web-Based trainings for new/enhanced system features when applicable • Technical assistance and support services when requested via support@iPinwheel.com • Training agenda templates, materials and practice activities for the following iPinwheel trainings: QRIS Administrators, QRIS Coach, ERS/CLASS Assessors, CCL Staff, QRIS Education Approvers, QRIS Professional Development Administrators, Preschool Agency Administrators, Preschool Site Administrators, and Preschool Classroom Staff. • iPinwheel Terms and Conditions to be used with subcontractors. • Recommended FERPA compliant Parental Consent for Data Sharing templates to be used with families.

4. **Project Management Plan**

A first draft project management plan including key project dates is outlined below. This plan is based upon CONSULTANT'S experience hosting and maintaining the iPinwheel data system.

Project Management Plan

Description	Start Date	End Date	Duration
Execute contract renewal between Orange County Superintendent of Schools and Early Quality Systems	On or before September 1, 2020		
<p>Orange County Superintendent of Schools to identify new Staff who is in need of any of the following WebEx iPinwheel Trainings:</p> <ul style="list-style-type: none"> • Data Management, imports/exports and synchronization: These staff will be trained to set up and modify all high-level QRIS administrative settings in iPinwheel. These staff will carry the most responsibility for administering the iPinwheel system for Orange County Superintendent of Schools including granting access to all QRIS staff and preschool agency data administrators. They will be trained to use the iPinwheel Excel-based upload templates to import and/or modify data in the iPinwheel System on an ongoing basis. They will also be trained to use the synchronization scripts between iPinwheel and a wide variety of other ECE systems (Workforce Registry, NoHo Care, Synergy, ChildPlus, etc.). These staff are typically data specialists and not program staff. EQS highly encourages this team to attend all other iPinwheel trainings detailed below in order to become proficient on all features and workflows of the system. • QRIS Workforce Registry: These staff will be trained on using the workforce registry features in iPinwheel: QIP Plans, Workforce Education Documentation (college degrees and permits), coaching logs, and professional development pathways and workshops/PLCs. 	As Needed		Each Training is 2-3 hours

<ul style="list-style-type: none"> • ERS and CLASS Assessors: These staff will be trained on using the features and workflows related to conducting an ERS or CLASS Assessment on participating QRIS sessions/classrooms. • QCC Matrix Site Raters: These staff will be trained on understanding the automation features of the Hybrid matrix inside the data system as well as how to use the manual override features to rate preschool sites using the California Hybrid Matrix. Staff responsible for rating sites will want to participate in this training. • Community Care Licensing: These staff will be trained is using the CCL features in the system. • QRIS Fiscal: These staff will be trained on using the fiscal "block grant" or funding features inside the system. 			
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5. **Compensation:** For and in consideration of the services rendered, the SUPERINTENDENT agrees to pay the CONSULTANT as follows:

Pricing

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 90 days from the date of this proposal:

Software-As-A-Service Cost	Price
<p>The Annual Cost for Hosting and Managing the Orange County Superintendent of Schools iteration of iPinwheel is paid for by the Region 9 HUB through First 5 Riverside County, on behalf of all Region 9 Counties.</p> <p>All county/consortia staff and participating preschool agency users/accounts are included in the fee.</p>	<p>No Charge- License Fees Paid by Region 9/First 5 Riverside on behalf of Region 9 Counties</p>
Fees Associated with Proprietary Systems	
<p>The fee the Teachstone organization charges for the use of their proprietary assessment scores (CLASSPreK/CLASSToddler/CLASSInfant scores/sequence of scores) housed inside the iPinwheel Data System is \$7.00 per CLASS Assessment/score sheet that was completed and approved during the 2020-21 program year. EQS will pay these fees on behalf of the County throughout the year. A CLASS Usage Report and invoice will be provided to the County before fees are paid to ensure clear communications and to make any necessary adjustments regarding data quality. EQS will invoice the final invoice to the</p>	<p>No Charge- License Fees Paid by Region 9/First 5 Riverside on behalf of Region 9 Counties</p>

county in June, 2021 for the total amount of the Teachstone fees.	
The fee the Teacher's College Press organization charges for the use of their proprietary assessment scores/sequence of scores (ECERS/FCCERS/ITERS) inside the iPinwheel Data System is \$17.52 per ERS Assessment that is created and approved during the 2020-21 program year. EQS will pay these fees on behalf of the County. An ERS Usage Report will be provided to the county before fees are paid to ensure clear communications and to make any necessary adjustments regarding data quality. EQS will provide a final invoice to the County in June, 2021 for the total amount of the Teacher's College Press fees.	No Charge - License Fees Paid by Region 9/First 5 Riverside on behalf of Region 9 Counties

6. **Data Privacy Compliance.** California local educational agencies, such as SUEPRINCENDENT, and technology service providers, such as CONSULTANT, are required by federal and state laws to protect certain data, including by not limited to financial, health, and educational records. CONSULTANT'S services must implement procedures and protective measures to assure compliance with current federal and state privacy requirements, including by not limited to California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act ("SOPIPA"), the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), and the Children's Internet Protection Act ("CIPA").

Attachment A, Technology Services Agreement, is hereby incorporated into, and made a part of the Agreement by this reference outlining of how the SUPERINTENDENT and the CONSULTANT will jointly ensure compliance with the federal Family Educational Rights and Privacy Act.

A contract that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the ORANGE QRIS.

7. **Invoices:** The CONSULTANT shall submit invoices to the First 5 Orange County.
8. In the event the CONSULTANT receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by the SUPERINTENDENT, the CONSULTANT shall promptly refund the disallowed amount to the SUPERINTENDENT on request, or at its option, the SUPERINTENDENT may offset the amount disallowed from any payment due to the CONSULTANT under any contract with the SUPERINTENDENT.
9. It is understood that the CONSULTANT has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the SUPERINTENDENT relies upon the CONSULTANT'S representations about its skills, experience and knowledge to perform the CONSULTANT'S services in a competent manner. Acceptance by the SUPERINTENDENT of the services to be performed under this Agreement does not operate as a release of said CONSULTANT from responsibility for the work performed. The CONSULTANT further agrees to assign a proper staff member or members to render the services, and such staff member(s) shall hold the proper credentials authorizing such services.

10. **INDEPENDENT CONTRACTOR:** It is agreed that the CONSULTANT or any employee or agent of the CONSULTANT is acting as an independent CONTRACTOR and not as an agent or employee of the said SUPERINTENDENT. Personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of Service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of SUPERINTENDENT merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results. It is agreed that the SUPERINTENDENT will not withhold any Federal or State income tax from payment made pursuant to this contract, but will provide the CONSULTANT with a statement of earnings at the end of each calendar year.
11. **SUBCONTRACT:** No contract shall be made by the CONSULTANT with any party for furnishing any of the work or services herein contained without the prior written approval of the SUPERINTENDENT, but this provision shall not require the approval of contracts of employment between the CONSULTANT and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract
12. **NON-DISCRIMINATION:** CONSULTANT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.).
13. **INSURANCE:** CONSULTANT shall maintain in force at all times during the performance of this Agreement, the following insurance policies evidencing coverage during the entire term of the Agreement. **All insurance policies shall name and be endorsed to name, the Orange County Superintendent of Schools as additional insured for the purpose of this contract.**
 - a. Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000.00) for each occurrence for bodily injury, death, loss or property damage for services, products and any and all other activities undertaken by the CONTRACTOR in the performance of this Agreement. The Commercial General Liability Insurance policy shall contain an endorsement naming the SUPERINTENDENT, Orange County Office of Education, Board of Education, its officers, agents, and employees as an additional insured.
 - b. Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) for each occurrence.
 - c. Workers' Compensation Insurance for the CONTRACTOR's employees or agents as required by the State of California.
14. **TERMINATION:** SUPERINTENDENT may terminate this Agreement without cause upon 30 days written notice served upon the CONSULTANT stating the extent and effective date of termination:
 - a. SUPERINTENDENT may terminate this agreement for CONSULTANT's default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails

to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, the SUPERINTENDENT may proceed with the work in any manner deemed proper to SUPERINTENDENT. SUPERINTENDENT may also:

- 1) Afford the CONSULTANT a time period within which to cure the breach, the period of which shall be established at the sole discretion of the SUPERINTENDENT; and/or
- 2) Discontinue reimbursement to the CONSULTANT for, and during the period in which the CONSULTANT is in breach, the reimbursement of which the CONSULTANT shall not be entitled to recover later; and/or
- 3) Withhold funds pending a cure of the breach; and/or
- 4) Offset against any monies billed by the CONSULTANT but yet unpaid by the SUPERINTENDENT. The SUPERINTENDENT shall give the CONSULTANT notice of any action pursuant to this paragraph, the notice of which shall be effective when received

- b. Whenever for any reason the SUPERINTENDENT determines that termination is in his best interest, SUPERINTENDENT shall provide written notice of termination to CONSULTANT stating whether the termination is in whole or in part. This agreement shall then terminate as stated upon CONSULTANT's receipt of such notice. After receipt of the Notice of Termination, CONSULTANT shall stop all work under this Agreement on the date specified in the Notice of Termination. SUPERINTENDENT shall make payment for all services performed in accordance with this Agreement to the date of termination, according to the rates set forth in section 4 herein.
15. **WAIVER OF DEFAULT:** Any waiver by SUPERINTENDENT of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of SUPERINTENDENT to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping SUPERINTENDENT from enforcement hereof.
 16. **FORCE MAJEURE:**
 - a. In the event CONSULTANT is unable to comply with any provision of this agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to SUPERINTENDENT for such failure to comply.
 - b. In the event SUPERINTENDENT is unable to comply with any provision 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 CONSULTANT for such failure to comply.
 17. **INDEMNIFICATION:** The CONSULTANT shall save, defend, hold harmless and indemnify the SUPERINTENDENT, Orange County Superintendent of Schools, Board of Education, its officers, agents, and employees against any and all liability, claims, damages, judgments, expenses, including litigation costs, attorneys' fees, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this Agreement, resulting in whole or in part from the negligent, reckless, willful acts or omissions of the CONSULTANT, its agents or representatives. All duties of CONSULTANT under this section shall survive termination of this Agreement.

18. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONSULTANT without the prior written consent of the SUPERINTENDENT. Any assignment or purported assignment of this Agreement by CONSULTANT without prior written consent of SUPERINTENDENT will be deemed void and of no force or effect.
19. **LICENSES/PERMITS:** The CONSULTANT and all of the CONSULTANT's employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
20. **CONFLICT OF INTEREST:** The CONSULTANT 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 contract.
21. **AMENDMENT:** This agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract to accomplish the below-listed changes:
 - a. Increases in dollar amounts.
 - b. Administrative changes that do not affect the contractual rights of the parties.
 - c. Changes as required by law.
22. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

SUPERINTENDENT:

Orange County Superintendent of Schools
 200 Kalmus Drive
 Costa Mesa, CA 92626
 Attn: Patricia McCaughey

CONSULTANT:

Early Quality Systems
 11956 Bernardo Plaza Drive, Suite 406
 San Diego, CA 92128

23. **DISPUTE:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by the SUPERINTENDENT which shall furnish the decision in writing. The decision of the SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONSULTANT shall proceed diligently with the performance of the Agreement pending the SUPERINTENDENT's decision.
24. **GOVERNING LAW; JURISDICTION; VENUE; SEVERABILITY:** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Orange, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute. 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 party shall be entitled to attorney's fees in addition to whatever other relief are granted.

25. ENTIRE AGREEMENT: This Agreement, including any Exhibits or documents incorporated herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Orange County Superintendent of Schools



Authorized Signature

Patricia Mccaughey, Administrator

Printed Name and Title

Date October 1, 2020

Early Quality Systems



CONSULTANT

Claire Crandall, Director of Operations

Printed Name and Title

Date 10/16/2020

Phone Number 760-644-4922

Claire@iPinwheel.com

E-Mail Address

**ATTACHMENT A
TECHNOLOGY SERVICES AGREEMENT FOR
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

This Agreement is entered into between the **Orange County Superintendent of Schools** ("Superintendent") and **Early Quality Systems** ("Consultant") on **September 1, 2020** ("Effective Date".)

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

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

WHEREAS, the Superintendent and the Consultant desire to have the Technology Services Agreement and the services provided comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records¹ obtained by Consultant from Superintendent continue to be the property of and under the control of the Superintendent.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: iPinwheel is an adult-managed data Assessment for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
5. The options by which a pupil may transfer pupil-generated content to a personal account include: iPinwheel is an adult-managed data Assessment for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no

¹ Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

features or modules that are designed for student/child use due to the age of the children in early childhood education programs.

6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:

Early Quality Systems Personally Identifiable Information Review Policy:

Early Quality Systems provides iPinwheel™ data Systems which may be used by Providers to store Personally Identifiable Information of Parents, legal guardians, or children/pupils. Early Quality Systems does not work directly with Personally Identifiable Information of Parents, legal guardians, or children/pupils. Parents, legal guardians, or eligible pupils may review personally identifiable information and correct erroneous information by contacting their Early Childhood Education Provider.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:

EQS Security and Confidentiality Program- Policies and Procedures:

Employee Training and Management

In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality management shall implement, maintain and enforce the following employee management and training safeguards:

- * All employees and independent contractors are responsible for complying with the Early Quality's Program.
- * Early Quality will check references of each potential employee prior to the commencement of the applicant's employment.
- * Early Quality will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
- * All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
- * All new employees, and independent contractors who perform services in the Early Quality, that have access to customer information will participate in the Early Quality System's information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality System's Program. Training will recur at least once each year, or sooner, as determined by Early Quality management and as required by changes to the Program.
- * Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
 - Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
 - Locking rooms and file cabinets where paper records are kept.
 - Using password-activated computer software, Systems, applications or terminals or an automatic log-off function that terminates access after a short period of inactivity.

- Using strong passwords (at least eight characters long and alpha-numeric).
- Changing passwords periodically, and maintaining the security of passwords.
- Sending electronic information over secure channels only.
- Appropriately disposing of paper and electronic records.
- Other training as determined appropriate by management from time to time.

* Early Quality will take appropriate steps to encourage awareness of, and compliance with the *EQS Security and Confidentiality Program*.

* All employees and independent contractors will be permitted to access customer information on a "need-to-know" basis as determined by Early Quality management.

* Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality.

* All persons who fail to comply with the *EQS Security and Confidentiality Program* shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality. This remedy shall be expressly provided for in Dealer's agreements with such independent contractors.

Information Systems

* In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality shall implement, maintain and enforce the following information Systems safeguards:

- All records containing customer information shall be stored and maintained in a secure area.

- Paper records shall be stored in a room, cabinet, or other container that is locked when unattended. The *EQS Security and Confidentiality Program* Coordinator shall control access to such areas.

- All storage areas shall be protected against destruction or potential damage from physical hazards, like fire or floods.

- Electronic customer information shall be stored on secure servers. Access to such information shall be password controlled, and the *EQS Security and Confidentiality Program* Coordinator shall control access to such servers.

- Customer information consisting of financial or other similar information (e.g., social security numbers, etc.) shall not be stored on any computer Assessment with a direct Internet connection.

- All customer information shall be backed up on a daily basis. Such back up data shall be stored in a secure location as determined by the *EQS Security and Confidentiality Program* Coordinator.

* All electronic transmissions of customer information, whether inbound or outbound, shall be performed on a secure basis.

- Inbound credit card information, credit applications, or other sensitive financial data transmitted to the Early Quality directly from consumers shall use a secure connection, such as a Secure Sockets Layer (SSL) or other currently accepted standard, so that the security of such information is protected in transit. Such secure transmissions shall be automatic.

- Consumers shall be advised against transmitting sensitive data, like account numbers, via electronic mail.
- Early Quality Systems shall require by contract that inbound transmissions of customer information delivered to the Early Quality via other sources be encrypted or otherwise secured.
- All outbound transmissions of customer information shall be secured in a manner acceptable to the *EQS Security and Confidentiality Program* Coordinator.
- To the extent sensitive data must be transmitted to the Early Quality by electronic mail, such transmissions shall be password controlled or otherwise protected from theft or unauthorized access at the discretion of the Program Coordinator.
- The *EQS Security and Confidentiality Program* Coordinator shall review all vendor applications to ensure an appropriate level of security both within the Early Quality and with the Early Quality's business partner and vendors.

* Information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, shall be encrypted.

* All paper transmissions of customer information by the Early Quality shall be performed on a secure basis.

- Sensitive customer information shall be properly secured at all times.
- Customer information delivered by the Early Quality to third parties shall be kept sealed at all times.
- Paper-based customer information shall not be left unattended at any time it is in an unsecured area.

* All customer information shall be disposed of in a secure manner.

- The *EQS Security and Confidentiality Program* Coordinator shall supervise the disposal of all records containing customer information.
- Paper based customer information shall be shredded and stored in a secure area until a disposal or recycling service picks it up. All hard drives, diskette, magnetic tapes, or any other electronic media containing customer information shall be erased and/or destroyed prior to disposing of computers or other hardware.
- All hardware shall be effectively destroyed.
- All customer information shall be disposed of in a secure manner after any applicable retention period.

* The *EQS Security and Confidentiality Program* Coordinator shall maintain an inventory of Early Quality computers, including any handheld devices or PDAs, on or through which customer information may be stored, accessed or transmitted.

* The *EQS Security and Confidentiality Program* Coordinator shall develop and maintain appropriate oversight or audit procedures to detect the improper disclosure or theft of customer information.

Information Security Policies and Procedures – Detecting, Preventing and Responding to Attacks, Intrusions or Other Systems Failures:

In keeping with the objectives of the Program, the Early Quality shall implement, maintain and enforce the following attack and intrusion safeguards:

- * The *EQS Security and Confidentiality Program* Coordinator shall ensure the Early Quality has adequate procedures to address any breaches of the Early Quality's information safeguards that would materially impact the confidentiality and security of customer information.
- * The procedures shall address the appropriate response to specific types of breaches, including hackers, general security compromises, denial of access to databases and computer Systems, etc.
- * The *EQS Security and Confidentiality Program* Coordinator shall utilize and maintain a working knowledge of widely available technology for the protection of customer information.
- * The *EQS Security and Confidentiality Program* Coordinator shall communicate with Early Quality's computer vendors from time to time to ensure that the Early Quality has installed the most recent patches that resolve software vulnerabilities.
- * Early Quality shall utilize anti-virus software that updates automatically.
- * Early Quality shall maintain up-to-date firewalls.
- * The Program Coordinator shall manage the Early Quality's information security tools for employees and pass along updates about any security risks or breaches.
- * The *EQS Security and Confidentiality Program* Coordinator shall establish procedures to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure.
- * The *EQS Security and Confidentiality Program* Coordinator shall ensure that access to customer information is granted only to legitimate and valid users.
- * The *EQS Security and Confidentiality Program* Coordinator shall notify customers promptly if their customer information is subject to loss, damage or unauthorized access.

Risk Assessment

The *EQS Security and Confidentiality Program* Coordinator shall conduct a risk assessment to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of customer information that could result in its unauthorized disclosure, misuse, alteration, destruction or other compromise, and assess the sufficiency of any safeguards in place to control these risks.

The risk assessment shall cover all relevant areas of the Early Quality's operations, as determined by the *EQS Security and Confidentiality Program* Coordinator. At a minimum, the risk assessment shall cover the following:

- Employee training and management;
- Information Systems, including network and software design, as well as
- information processing, storage, transmission and disposal; and
- Detecting, preventing and responding to attacks, intrusions or other Systems failures.

Once the *EQS Security and Confidentiality Program* Coordinator has identified the reasonably foreseeable risks to the Early Quality's customer information, the *EQS Security and Confidentiality Program* Coordinator will determine whether the Early Quality's current policies and procedures in these areas sufficiently mitigate the potential risks identified. If not, the Coordinator shall design new policies and procedures that meet the objectives of the Program. Final policies and procedures that meet the objectives of the Program shall be made part of the Program.

Audit

The *EQS Security and Confidentiality Program* Coordinator shall regularly test or audit the effectiveness of the Early Quality's safeguards' key controls, Systems, and procedures, to ensure that all safeguards implemented as a result of the risk assessment are effective to control the risks identified in the risk assessment. The Coordinator shall revise current safeguards and/or implement new safeguards as necessary to ensure the continued viability of the Program.

Overseeing Service Providers

The *EQS Security and Confidentiality Program* Coordinator shall be responsible for overseeing the Early Quality's service providers who handle or have access to customer information. The Program Coordinator shall take reasonable steps to select and retain service providers that are capable of maintaining safeguards to protect the specific customer information handled or accessed by each service provider that are consistent with the level of safeguards employed by the Early Quality for such information.

The *EQS Security and Confidentiality Program* Coordinator shall review and approve each service provider contract prior to its execution by the Early Quality to ensure that each contract contains appropriate obligations of the service provider to comply with the Early Quality's safeguarding requirements.

Periodic Reevaluation of the Program

The *EQS Security and Confidentiality Program* Coordinator shall reevaluate and modify the Program from time to time as the Program Coordinator deems appropriate. The Program Coordinator shall base such reevaluation and modification on the following:

- The results of the Program Coordinator's testing and monitoring efforts;
- Any material changes to the Early Quality's operations, business or information technology arrangements; or
- Any other circumstances that the *EQS Security and Confidentiality Program* Coordinator knows, or has reason to know, may have a material impact of the Program.

In order to assist the *EQS Security and Confidentiality Program* Coordinator in the regard, the Early Quality shall keep the *EQS Security and Confidentiality Program* Coordinator apprised of the nature and extent of all third party relationships and any operational changes or other matters that may impact the security or integrity of the Early Quality's customer information.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure:

Early Quality Systems Unauthorized Disclosure of Pupil Record Data Action Plan:

When an unauthorized disclosure of pupil record data has occurred (breach) the following steps shall be taken by the Early Quality Systems (EQS) Program Coordinator:

- * Validate the data breach. Do not assume that every identified incident is actually a breach of PII. Examine the initial information and available logs to confirm that a breach has

occurred. If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).

- * Begin breach response documentation and reporting process. Coordinate the flow of information to Client
- * Include representatives from EQS and Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
- * Immediately determine the status of the breach (on-going, active, or post breach).
- * If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to Systems/data and preserve evidence for investigation.
- * Document all mitigation efforts for later analysis.
- * Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
- * If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)
- * Identify all affected data, machines, and devices.
- * Conduct interviews with key personnel and document facts (if criminal activity is suspected,
 - * coordinate these interviews with law enforcement).
- * When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.
- * Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
- * Reach out to data owners as soon as possible to notify them about the breach.
- * Foster a cooperative relationship between the incident response team and data owners.
- * Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure:

Early Quality Systems-End of Contract Data Transfer Process:

Early Quality Systems provides extensive data export capabilities allowing the export of all iPinwheel data to its customer at any time. This process may be executed at the end of

contract period or at any time desired. Contract data may downloaded by following these steps:

* Customer should first ensure that browser downloads of iPinwheel data go to a secure download environment

all iPinwheel downloads are done via SSL

browser should be set to download on a secure/encrypted drive

* Download all data by following these steps

In iPinwheel, Log on as admin user.

from main menu go to exports page

for each data item select item type (radio button) and then select export

each export file will be downloaded as an excel file

* Alternatively

log on as statistical analysis user

create workspace

select all data files in iPinwheel

download all Pinwheel files using links on Statistical Analysis Data Files

each export file will be downloaded as a CSV file

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

Early Quality Systems FERPA Policy

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of Early Quality Systems. (EQS) Student Information System and Program Management System, agencies, and funders enter personally identifiable information about their infant, toddler, and preschool students into the iPinwheel website (iPinwheel).

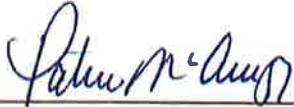
EQS, through iPinwheel, supplies capabilities for the agencies and funders to use the personally identifiable information in the context of a Student Information and Program Management System. EQS has no direct use of the personally identifiable information. The agreements between the funder and EQS meet the requirements for the consent requirement for the release of student records.

EQS agrees to only use the personally identifiable student information supplied by the agencies and funder for the specified purposes and to return or delete the personally identifiable information when the funder is no longer under contract with the EQS; in this way, the data owner retains control over its data as required under FERPA. As required under FERPA, notation is made on the student's record that their data is shared with the agency they are enrolled in and the funder; individual students have a right to request the identity of any organization with which their enrollment information was shared.

The EQS does not data-mine or commercialize information held for agencies or the funder and it does not collect any information directly from students or their parents.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

**ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS**



Authorized Signature

Patricia McCaughey
Printed Name and Title

Date October 1, 2020

EARLY QUALITY SYSTEMS



Authorized Signature

Claire Crandall, Director of Operations
Printed Name and Title

Date 10/16/2020

**California AB 1584 Compliance Checklist for
School District/SUPERINTENDENT Technology Services Agreements**

Technology services agreements entered into, amended, or renewed by a local education agency on or after January 1, 2015 must include specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party provider to access, store and use pupil records. All of the following requirements must be included in such contracts:

A statement that pupil records continue to be the property of and under the control of the school district;

A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account;

A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract;

A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;

A description of the actions the third party will take—including the designation and training of responsible individuals—to ensure the security and confidentiality of pupil records;

A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;

A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced (NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.);

A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and

A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

* *References:* AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g

EXHIBIT “C”

Quality Counts California(QCC)

Common Data File

Quality Counts California (QCC) Common Data File

QCC Common Data File FY 2020-21 to FY 2022-23

Purpose:

Annually report site-level common data for each county or regional consortia for QCC accountability and performance monitoring. Sites included in this file are defined as those participating¹ in local Quality Rating and Improvement System (QRIS) and Quality Improvement Systems (QIS) activities (including the California Department of Education’s California State Preschool Program or Quality Counts California QRIS Block Grants and First 5 Improve and Maximize Programs so All Children Thrive [IMPACT] 2020) at any time during the specified Fiscal Year. Each record in the file should represent one unique site, regardless of funding source(s) or age group(s) served. Site data should be collected upon QRIS/QIS enrollment and updated upon rating, re-rating, or other monitoring visit. Please check the QCC Implementation Guide for site-level rating guidelines at <http://www.ccfca.gov/partners/qrisc.html#quality>. Data Validation Rules document for further information on formatting are available at <http://www.ccfca.gov/partners/datasystems.html#upload>.

FY 2020-21 Reporting:

- Required fields are identified on pages 2-8 of this document.
- Optional fields are identified on page 9.

First 5 California (F5CA) and the California Department of Education, Early Learning and Care Division (CDE-ELCD) will use the QCC Common Data File for the following:

- Verify CSPP and QCC Block Grant and IMPACT 2020 program compliance
- Verify QRIS participation and rating of sites
- Evaluate CDE and First 5 California QIS/QRIS investment
- Report to the Governor’s Office, California Department of Finance, Legislative Analyst’s Office, California State Legislature, First 5 California Commission, California Department of Social Services, and other stakeholders

A Memorandum of Understanding between the CDE and F5CA was signed April 10, 2017, on the shared use of this data file. Contact Gretchen Williams, F5CA, at gwilliams@ccfc.ca.gov or Channa Hewawickrama, CDE-ELCD, at chewawickrama@cde.ca.gov, for further information.

Common Data File Reporting Periods and Due Dates

FY 2020-21	September 15, 2021
FY 2021-22	September 15, 2022
FY 2022-23	September 15, 2023

Instructions:

Counties or regional consortia will upload to F5CA an XML extract of site-level data reported in the format described below. Upload information including data validation rules and XSD schema can be accessed at <http://www.ccfca.gov/partners/datasystems.html#upload>.

¹ Sites to be included are all current rated or participating sites, sites whose rating or participation ended/expired during the FY (and are no longer active at date of submission), and newly enrolled sites without a complete rating (in process).

Quality Counts California (QCC) Common Data File

REQUIRED FIELDS FOR FY 2020-21

DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/FORMAT	PROGRAM TYPES FOR REQUIRED REPORTING	DATA DICTIONARY
County	County_Code	1-58	1-58	Alphanumeric (2)	All	County of participation (https://drive.google.com/file/d/1B3SiGjGuFCdStnOCmkkK0Csfnkz5d7I/view)
Site UI	Site_ID			Alphanumeric (9 max)	All	For licensed sites, use 9-digit California Department of Social Services Community Care Licensing Facility Site License Number in the following 3 fields. If site has more than one license, please use the license number used for the child age group with the highest enrollment percentage. For legally license exempt sites, use 5-digit zip code and the first 4 digits (numbers and letters) of the physical address. For Family, Friend, and Neighbor and other Alternative sites, use locally developed unique alphanumeric identifier.
License Number Infant Center	Clic_Inf			Alphanumeric (9 max)	Licensed Centers and FCC	California Department of Social Services Community Care Licensing developed Facility Site License Number for Infant Care. https://secure.dss.ca.gov/CareFacilitySearch/home/index
License Number Preschool Center	Clic_Prek			Alphanumeric (9)	Licensed Centers and FCC	California Department of Social Services Community Care Licensing developed Facility Site License Number for Preschool. https://secure.dss.ca.gov/CareFacilitySearch/home/index
License Number Family Child Care	FCCLic			Alphanumeric (9)	Licensed Centers and FCC	California Department of Social Services Community Care Licensing developed Facility Site License Number for Family Child Care. https://secure.dss.ca.gov/CareFacilitySearch/home/index
Vendor Number	Vendor			Alphanumeric (9 max)	Title 5 funded programs	California Department of Education Provider Vendor Number/Submission Code
Previous Site Unique Identifier	Prev_UI			Alphanumeric (9 max)	All	Previous Site UI (or facility/site license number) if the number has changed.
Workforce Registry Program ID	Reg_ID			Alphanumeric (9 max)	Centers, FCC	Program ID for the site generated by the Workforce Registry
Federal Employee Identification Number	FEIN			Alphanumeric (20 max)	Title 5 or voucher funded programs	Federal Employee Tax Identification Number of the program/provider. https://www.cde.ca.gov/sp/cd/ci/fein.asp
Site Name	Site_Name			Alphanumeric (25 max)	All	The site's business name affiliated with the license number.
Site Phone	Site_Phone			Alphanumeric (12 max)	All	Contact phone number for site.
Zip Code	ZipCode			Alphanumeric (5)	All	Zip Code for site.

Quality Counts California (QCC) Common Data File

DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/FORMAT	PROGRAM TYPES for REQUIRED REPORTING	DATA DICTIONARY
Facility Type	Facility_Type	(see values in the Data Dictionary column)	C, F, N, R, H, B, L, P, A	Character(1)	All	The site's Early Learning Setting type. Center=C Family Child Care Home=F Family, Friend and Neighbor(FFN)=N Family Resource Center(FRC)=R Home Visiting Programs=H Community Based Organization(CBO)=B Library=L Playgroup=P Other Alternative=A If the site falls within two facility types for the purposes of reporting, please report the entity that defines the engagement. (e.g., A playgroup coordinated by a FRC: if the FRC is the entity receiving support, please report it as "R". If the playgroup is the entity receiving support, please report it as "P".)
Funding Source – Head Start	FundingS_HS	Yes No	Yes=1 No=0	Numeric(1)	All	Head Start
Funding Source – Early Head Start	FundingS_EHS	Yes No	Yes=1 No=0	Numeric(1)	All	Early Head Start
Funding Source – Title I	FundingS_T1	Yes No	Yes=1 No=0	Numeric(1)	All	State Title I
Funding Source – California State Preschool Program (Title 5)	FundingS_State	Yes No	Yes=1 No=0	Numeric(1)	All	State Title 5
Funding Source – General Child Care	FundingS_CCTR	Yes No	Yes=1 No=0	Numeric(1)	All	State General Child Care (CCTR)
Funding Source – Private	FundingS_Priv	Yes No	Yes=1 No=0	Numeric(1)	All	Private / Parent Payment
Funding Source – IDEA Part C (Early Intervention)	FundingS_IDEAPC	Yes No	Yes=1 No=0	Numeric(1)	All	Federal IDEA Part C
Funding Source – IDEA Part B (Special Education)	FundingS_IDEAPB	Yes No	Yes=1 No=0	Numeric(1)	All	Federal IDEA Part B
Funding Source – First 5 Local Funds	FundingS_FSUNCS	Yes No	Yes=1 No=0	Numeric(1)	All	Local First 5 funding
Funding Source – Voucher Ready	Funding_VouchR	Yes No	Yes=1 No=0	Numeric(1)	All	Site able to receive a voucher payment
Funding Source – Voucher	FundingS_Vouch	Yes No	Yes=1 No=0	Numeric(1)	All	Voucher payments received, including CalWORKS, Alternative Payment, California Migrant Alternative Payment
Funding Source – Migrant Head Start	FundingS_MighHS	Yes No	Yes=1 No=0	Numeric(1)	All	Migrant Head Start
Funding Source – Tribal Head Start	FundingS_TribHS	Yes No	Yes=1 No=0	Numeric(1)	All	Tribal Head Start
Funding Source – Military	FundingS_Mil	Yes No	Yes=1 No=0	Numeric(1)	All	US Military

Quality Counts California (QCC) Common Data File

DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/FORMAT	PROGRAM TYPES for REQUIRED REPORTING	DATA DICTIONARY
Funding Source – State Migrant	FundingS_StateMig	Yes No	Yes=1 No=0	Numeric(1)	All	State Migrant Child Care and Development (CMIG)
Funding Source – Local Education Agency	FundingS_LEA	Yes No	Yes=1 No=0	Numeric(1)	All	LEA unrestricted funds, including LEA LCFF
Funding Source – CSPP QRIS Block Grant	FundingS_CSPPB	Yes No	Yes=1 No=0	Numeric(1)	All	CSPP QRIS Block Grant identifier (use to identify sites supported by or participating in the CSPP Block Grant, regardless of receipt of local block grant)
Funding Source – Quality Counts California Block Grant	FundingS_ITBG	Yes No	Yes=1 No=0	Numeric(1)	All	QCC QRIS Block Grant identifier (use to identify sites supported by or participating in the QCC [formerly named I/T] Block Grant, regardless of receipt of local block grant)
Funding Source – Other	FundingS_OT	Yes No	Yes=1 No=0	Numeric(1)	All	Other Funding Sources
Program Type – Tribal	Pgm_Tribal	Yes No	Yes=1 No=0	Numeric(1)	All	Programs funded with Tribal dollars, on tribal lands and /or serving tribal families
Program Type – Military	Pgm_Military	Yes No	Yes=1 No=0	Numeric(1)	All	Programs funded with Military dollars, on a military base and/ or serving military families
Program Type – Family Child Care Home Education Network	Pgm_FCCHEN	Yes No	Yes=1 No=0	Numeric(1)	All	Provider is participating in the Family Child Care Home Education Network
Languages Spoken (in Instruction) – Arabic	LS_Arabic	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Armenian	LS_Armenian	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Cantonese	LS_Cantonese	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – English	LS_English	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Filipino	LS_Filipino	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Hmong	LS_Hmong	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Japanese	LS_Japanese	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Korean	LS_Korean	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Mandarin	LS_Mandarin	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.

Quality Counts California (QCC) Common Data File

DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/FORMAT	PROGRAM TYPES for REQUIRED REPORTING	DATA DICTIONARY
Languages Spoken (in Instruction) – Punjabi	LS_Punjabi	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Russian	LS_Russian	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Spanish	LS_Spanish	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Vietnamese	LS_Vietnamese	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – ASL	LS_ASL	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Other	LS_Other	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Unknown	LS_Unknown	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Number of Classrooms	CR_Count			Numeric (4)	Centers	Count of individual physical classrooms serving children 0 to 5 in center-based sites only (not sessions, if physical classrooms are shared between different groups of children (e.g., AM preschool and PM preschool groups).
Number of Preschoolers Served	Pre_Actual			Numeric(4)	Centers, FCC, FFN	Number of preschoolers (36 months to kindergarten entry) served at the site.
Number of Toddlers Served	Tod_Actual			Numeric(4)	Centers, FCC, FFN	Number of toddlers (18 through 35 months) served at the site.
Number of Infants Served	Inf_Actual			Numeric(4)	Centers, FCC, FFN	Number of infants (birth through 17 months) served at the site.
Number of Children Served, Alternative Sites	Alt_Tot			Numeric(4)	Alternative Settings	Estimated number of children served/reached at the site annually.
Number of Children with an IFSP	IFSP	Number of Yes		Numeric(4)	Centers, FCC	Count of children with an IFSP.
Number of Children with an IEP	IEP	Number of Yes		Numeric(4)	Centers, FCC	Count of children with an IEP.
Number of Voucher Payments	SVP_Count	Number of Yes		Numeric(4)	Centers, FCC, FFNs	Count of children receiving a (alternative payment program and/or CalWORKS) voucher.

Quality Counts California (QCC) Common Data File

DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/FORMAT	PROGRAM TYPES FOR REQUIRED REPORTING	DATA DICTIONARY
Number of Homeless Children	Ch_Homeless	Number of Yes		Numeric(4)	Centers, FCC	Count of children from families experiencing homelessness. ¹
Number of Children in Foster Care	Ch_Foster	Number of Yes		Numeric(4)	Centers, FCC	Count of children in the Foster Care system.
Number of Months of Operation	Open_months	1-12		Numeric(2)	All	Count of months per year in which the site is operating. (Full year = 12, school year only programs = 9, etc.)
QRIS Rating Status	Rating_Stat	Complete, In Process, QI Only	Complete=1, In Process=2, Not Eligible (QI only)=3	Numeric(1)	All	Site's rating status. <ul style="list-style-type: none"> • "Complete" sites have received the appropriate element scores based on readiness for all elements (7 element scores for centers, 5 element scores for FCC). • "In process" sites are engaged with an intent to be rated, but a rating hasn't yet been completed. • "QI Only" sites are participating only in quality improvement activities and a full rating is not intended to be completed. Effective July 2020, for non-CSPP sites previously rated, lead agency may continue to report the site's rating status as "Rated" until the rating is expired, (see Implementation Guide for terms), or the rating status may be updated to "QI Only", as determined locally.
Overall QRIS Tier/Rating	OverallQRIS_Tiering	1-5		Numeric(1)	Rated Centers and FCC	Site's most up-to-date QRIS Tier/Rating for the reporting period (as identified in the OCC Implementation Guide http://www.cccf.ca.gov/partners/qris.html#quality) Total cumulative points to determine tier/rating.
Cumulative QRIS Score Total	Score_total	1-35		Numeric(2)	Rated Centers and FCC	
Detail QRIS Score: Child Observation	DetailQRIS_Score CO	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for child observation.
Detail QRIS Score: Developmental and Health Screenings	DetailQRIS_Score DHS	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for Developmental and Health Screenings.
Detail QRIS Score: Minimum Qualifications for Lead Teacher/FCCH	DetailQRIS_Score MQLT	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for Minimum Qualifications for Lead Teacher/FCCH.
Detail QRIS Score: CLASS Observation (PreK, Toddler, and Infant)	DetailQRIS_Score CLASS	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for CLASS observation.
Detail QRIS Score: Ratios and Group Size	DetailQRIS_Score R&GS	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for Ratios and Group Size.
Detail QRIS Score: Environment Rating Scale	DetailQRIS_Score ERS	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for Environment Rating Scale.

Quality Counts California (QCC) Common Data File

DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/FORMAT	PROGRAM TYPES for REQUIRED REPORTING	DATA DICTIONARY
Detail QRIS Score: Director Qualifications	DetailQRIS_Score DQ	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for Director Qualifications.
Detail QRIS Score: PreK-CLASS Observation (Emotional Support)	DetailQRIS_Score_Prek_CLASS_ES			Numeric(3)	Rated Centers and FCC	Site's averaged CLASS observation score across all classrooms observed – Emotional Support.
Detail QRIS Score: PreK- CLASS Observation (Instructional Support)	DetailQRIS_Score_Prek_CLASS_IS			Numeric(3)	Rated Centers and FCC	Site's averaged CLASS observation score across all classrooms observed – Instructional Support.
Detail QRIS Score: PreK-CLASS Observation (Classroom Organization)	DetailQRIS_Score_Prek_CLASS_CO			Numeric(3)	Rated Centers and FCC	Site's averaged CLASS observation score across all classrooms observed – Classroom Organization.
Detail QRIS Score: Toddler CLASS Observation (Emotional & Behavioral Support)	DetailQRIS_Score_Toddler_CLASS_EBS			Numeric(3)	Rated Centers and FCC	Site's averaged CLASS observation score across all classrooms observed – Emotional & Behavioral Support.
Detail QRIS Score: Toddler CLASS Observation (Engaged Support for Learning)	DetailQRIS_Score_Toddler_CLASS_ESL			Numeric(3)	Rated Centers and FCC	Site's averaged CLASS observation score across all classrooms observed – Engaged Support for Learning.
Detail QRIS Score: Infant CLASS Observation (Responsive Caregiving)	DetailQRIS_Score_INFANT_RC			Numeric(3)	Rated Centers and FCC	Site's averaged CLASS observation score across all classrooms observed – Responsive Caregiving.
Start Date	QRIS_Start	Date		Date Format MM/DD/YYYY	All	Site enrollment date into the QIS/QRIS
Rating Date	RatingDate	Date		Date Format MM/DD/YYYY	Rated Centers and FCC	Current rating effective date
End Date	QRIS_End	Date		Date Format MM/DD/YYYY	All	Site end date for QRIS participation (if applicable)
Number of Teachers	TS_Count			Numeric (4)	Centers, FCC	Count of teaching staff/caregivers employed at the site.
DLL status	DLL_statusPre			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak a language other than English or speaks another language AND English equally .
Child Languages (in home setting) – Arabic	CLS_Arabic			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Arabic at home.
Child Languages (in home setting) – Armenian	CLS_Armenian			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Armenian at home.
Child Languages (in home setting) – Cantonese	CLS_Cantonese			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Cantonese at home.
Child Languages (in home setting) – English	CLS_English			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak English at home.
Child Languages (in home setting) – Filipino	CLS_Filipino			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Filipino at home.
Child Languages (in home setting) – Hmong	CLS_Hmong			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Hmong at home.

Quality Counts California (QCC) Common Data File

DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/FORMAT	PROGRAM TYPES FOR REQUIRED REPORTING	DATA DICTIONARY
Child Languages (in home setting) – Japanese	CLS_Japanese			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Japanese at home.
Child Languages (in home setting) – Korean	CLS_Korean			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Korean at home.
Child Languages (in home setting) – Mandarin	CLS_Mandarin			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Mandarin at home.
Child Languages (in home setting) – Punjabi	CLS_Punjabi			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Punjabi at home.
Child Languages (in home setting) – Russian	CLS_Russian			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Russian at home.
Child Languages (in home setting) – Spanish	CLS_Spanish			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Spanish at home.
Child Languages (in home setting) – Vietnamese	CLS_Vietnamese			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Vietnamese at home.
Child Languages (in home setting) – ASL	CLS_ASL			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak American Sign Language at home.
Child Languages (in home setting) – Other	CLS_Other			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily an other language at home.
Child Languages (in home setting) – Unknown	CLS_Unknown			Numeric(4)	Centers, FCC	Number of preschool-age children for whom it is unknown what language is spoken at home.
Number of Hispanic or Latino Children	Race_Hispanic	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 of Hispanic or Latino origin.
Number of American Indian or Alaskan Native Children	Race_AIAN	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 of American Indian or Alaska Native origin.
Number of Asian Children	Race_Asian	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 of Asian origin.
Number of Black or African American Children	Race_AfAm	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 of Black or African American origin.
Number of Native Hawaiian or other Pacific Islander Children	Race_NHOPI	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 of Native Hawaiian or other Pacific Island origin.
Number of White Children	Race_White	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 of White or Caucasian origin.
Number of Children of More Than One Race	Race_M	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 with multiple races of origin.
Number of Children with Unknown Ethnicity	Race_Un	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 with unknown ethnicity or for whom families have declined to state.

Quality Counts California (QCC) Common Data File

OPTIONAL FIELDS FOR FY 2020-21

DATA FIELD NAME	DATA FIELD LABEL	-DATA FIELD VALUES	CODES	FIELD TYPE/FORMAT	FIRST 5 IMPACT REQUIRED STEPS REPORTING	DATA DICTIONARY
Number of children screened with a developmental screening tool (conducted by site or screening results provided by another entity)	Screened_by_DST	Number of Yes		Numeric(4)	Centers, FCC	Count of children receiving developmental screening onsite or by another entity during the reporting period.
Number of children receiving subsequent referrals based on screening	Sub_referral	Number of Yes		Numeric(4)	Centers, FCC	Count of children receiving referral based on screening during the reporting period.

i As defined by Section 725(2) of the McKinney-Vento Act: <https://www2.ed.gov/policy/eisec/leg/essa02/pg116.html>

EXHIBIT “D”

Quality Counts California

Implementation Guide



Quality Counts California Implementation Guide

Updated June 2020

with Quality Start OC Local Decisions

QCC Consortium Implementation Guide

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I. Intended Audience for this Guide

The Quality Counts California (QCC) Consortium Implementation Guide (Guide) was developed for local, regional, and statewide QCC implementers, raters, and monitors working with rated sites. It includes common agreements designating where consortia have local control, as well as areas where rating must be implemented in a common and consistent way. Consortium agreements ensure local and regional QCC models are implemented to fidelity in accordance with statewide agreements and state policy guidance. The Guide will continue to be updated as new agreements are determined. Please refer to the Glossary for definitions of terms used throughout this Guide. Additional resources for QCC Consortium members can be found at www.qualitycountscalifornia.net.

II. What is a QRIS?

Early learning and care (ELC) can bring a wide range of benefits for children, parents, and society at large. However, these benefits are conditional on the quality of the early learning and care settings. Expanding access to services without attention to quality will not deliver positive outcomes for children or long-term productivity benefits for society.¹ A *Quality Rating and Improvement System (QRIS)* can provide parents and other consumers information about the quality of early learning settings and help those settings understand where improvement is needed.

A fully functioning QRIS includes the following components: (1) quality standards for programs and practitioners; (2) support for an infrastructure to meet such standards; (3) monitoring and accountability systems to ensure compliance with quality standards; (4) ongoing financial assistance that is linked to meeting quality standards; and (5) engagement and outreach strategies.²

III. California's Approach to QRIS

Quality Counts California (QCC) is designed to support continuous quality improvement of ELC programs across the continuum of ELC setting types. QCC is a statewide system of quality support with activities at the state, regional, and local levels, including a QRIS. QCC helps enhance the quality of ELC programs and informs families about the meanings of different quality levels for children's ELC experiences. The QCC Framework, which was initially developed as part of the Race to the Top-Early Learning Challenge (RTT-ELC) grant and which has evolved over time, sets the foundation for the quality improvement continuum. The RTT-ELC Consortium, later renamed the QCC Consortium, voluntarily agreed to align their local QRIS to a common "Quality Continuum Framework" that included a common Rating Matrix with some local modifications allowed.

¹ Mitchell, W. A. (July 2005), *Stair Steps to Quality*. Retrieved from: <http://www.qrisnetwork.org/node/37>.

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The Rating Matrix uses the terms “core” and “elements,” which refer to the three overarching categories and the indicators or components within these categories. The Elements are numbered consecutively one through seven, with elements five and seven for centers only, as shown below.

CORE	Elements
Core 1: Child Development and School Readiness	Element 1. Child Observation Element 2. Developmental and Health Screenings
Core 2: Teachers and Teaching	Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for <i>Lead Teacher</i> /Family Child Care Home Element 4. Effective Teacher-Child Interactions
Core 3: Program and Environment	Element 5. Licensing and Regulatory Requirements: Ratios and Group Size (Centers Only) Element 6. Program Administration and Leadership: Environment Rating Scale(s) – ECERS-R, ITERS-R, FCCERS-R Element 7. Program Administration and Leadership: Director Qualifications (Centers Only)

The RTT-ELC Consortia also agreed upon the following Tier Rating Chart based on the final Program Quality Score in points. **Points may not deviate from what is specified below, even in locally determined tiers.**

	Tier 1 (blocked, receive 1 point per element)	Tier 2 (locally determined— point values, blocked, or combination)	Tier 3	Tier 4	Tier 5 (can include additional locally determined requirements)
Centers	block	block	20–25 points	26–31 points	32 points or more
Family Child Care Homes	block	block	14–17 points	18–21 points	22 points or more

The implementation guidelines ensure consistency of implementation across counties. To allow local flexibility, QCC consortia could elect to make local decisions about the tiers that were not commonly adopted, as well as areas of implementation that were left to local control.

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In Fiscal Year 2015–16, the work of the RTT-ELC Consortium expanded to a statewide effort, drawing on the nationally recognized effectiveness factors or standards that lead to improved learning and development outcomes for children. The *RTT-ELC Framework* is now the *QCC Quality Continuum Framework*. QCC is funded through a layering of multiple funding sources, including First 5 California, the California Department of Education, and local funding. For more information on Quality Counts California, visit www.qualitycountsca.net.

IV. Early Learning Sites Eligible for Rating

An **early learning site** is operated by an administration or entity at one physical location. If two administrations/entities are operating on the same site and are operating separately from one another (e.g., co-located), each is counted as a separate site.

For sites licensed by the California Department of Social Services, the definition "*in good standing*" is to be used. If a site's license is changed to anything other than "*in good standing*," the QCC rating is suspended. **OC: This means site is not in non-compliance conference**

In addition, local consortium may:

- Choose to impose a time period prior to rating without incident
- Determine reinstatement protocols **OC: out of non-compliance**

Exceptions to licensed programs that are eligible to participate include:

- Cal-SAFE child development programs
- Tribal-approved child care programs
- Military installation child care programs
- Adult Education preschool programs that are legally exempt from licensing
- Other programs and *classrooms* operated by school districts, such as IDEA Part B or Part C funded programs

For additional information on eligible sites and requirements, please see the applicable funding requirements.

V. Rating and Monitoring

All consortia agree to implement all tools, measures, and documents to fidelity, adhering to the State Master Anchors' approaches. Preserving the components that made the original practice effective can directly impact the success of desired outcomes. One

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recommended way to ensure high-quality implementation is for consortia to identify and clearly stipulate four distinct QCC functions:

- **Raters** review and validate portfolio documentation used to determine ratings.
- **External Assessors** are deployed by the local QCC Consortium and reliable on the Environment Rating Scales (ERS) and conduct this portion of the rating. **External CLASS Observers** are certified on the *Classroom Assessment Scoring System*® (CLASS®) tools and conduct this portion of the rating. Note: Throughout this document, both are referred to as “assessors.”
- **Monitors** ensure sites maintain their rated quality and compliance with QRIS requirements.
- **Technical Assistance (TA) Providers** support the creation and/or implementation of the Quality Improvement Plan (QIP). TA providers also may assist sites with the development of the basic portfolio for rating, in addition to providing quality improvement coaching and other types of consultation.

While some functions may be fulfilled by the same person, individuals cannot serve as an external assessor and provide technical assistance or coaching services to the same group of teachers/sites.

Rating Guidelines

The QCC Rating Matrix employs a portfolio-based system (with monitoring and administrative verification) for a site to self-report some elements of quality, and a file review for others, as follows:

Element	Point Value				
	1	2	3	4	5
1 Child Observation/Assessment	File Review At All Levels				
2 Developmental and Health Screening	File Review At All Levels				
3 Lead Teacher Qualifications and Professional Development	Self-Report At All Levels Supported With Documentation/Reporting By The Workforce Registry				
4 CLASS Assessment	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - External Assessment				
5 Ratios and Group Size	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - Verification By Assessor				
6 Environment Rating Scale	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - External Assessment				
7 Director Qualifications	Self-Report At All Levels Supported With Documentation/Reporting By The Workforce Registry				

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Self-report

All QCC sites will use a portfolio for self-report elements. In order to verify the level of quality, all programs will be required to provide common documents demonstrating the level of quality for each element of the QCC Rating Matrix. The portfolio may be managed online (e.g., via upload) or on paper. This is a local decision. All portfolios should be subject to random observation and file review at the discretion of the local consortium. **OC: Portfolio data is collected through iPinwheel.**

File Review

Two children's files from each classroom are to be randomly selected for review of child assessments and screenings by the external rater during observation visits. (If the child has been in the program fewer than 60 days, another file may be selected.) To obtain the corresponding point value for each element, every file reviewed should have evidence of screening and assessment. One hundred percent of files checked must contain evidence of a child assessment and screening or other alternatives. Alternatives to developmental and health screening include a parent "opt-out" form, a detailed documentation of repeated attempts (as determined locally) to obtain parental consent, or the existence of a current Individual Family Service Plan (IFSP) or Individualized Education Plan (IEP).

As an alternative to viewing individual child paper files, it is acceptable to view a centralized tracking system or **database files** (such as for child assessment, or health and developmental screening). Evidence must demonstrate one hundred percent compliance consistent with Implementation Guide requirements.

Frequency of Site Rating

A site's rating is valid for three or five years depending on tier rating, from the time the overall site rating is assigned. For example:

If the site was rated in:	And the result was Tier 1, 2, or 3, the site's rating is valid through:	And the result was Tier 4 or 5, the site's rating is valid through:
March 2020	March 2023	March 2025
November 2019	November 2022	November 2024
August 2018	August 2021	August 2023

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Participating sites are to develop quality improvement plans after they receive a full rating and commit to engaging in an ongoing continuous quality improvement process between ratings. QCC Consortia will monitor participating sites between ratings. Re-rating is required when a site license changes due to a change of physical location. The decision to re-rate a site for other reasons during the rating period is a local decision. Some **local decisions** that may trigger reconsideration of the rating before the rating period has passed include:

- Significant turnover in staff **OC: local decision is that there are no triggers for a re-rating.**
- New director
- Changes that warrant re-assessment of an individual classroom, including a change in the lead teacher of a formerly assessed classroom
- Significant licensing violation
- Other evidence of changes related to the criteria upon which they were rated
- Other reasons determined by local consortium

Communicating the Site Rating

Formal ratings must be made available to the public. The emphasis on publicly available ratings highlights consumer awareness as a key component of the success of a QRIS as a mechanism for supporting families in selecting high-quality ELC programs for their children.

Consortia may choose to communicate ratings as tier or star levels; combine levels into three categories, such as "beginning," "achieving," and "advancing;" or use another communication system to convey rating information to the public.

Consortia also have discretion on how ratings are publicized. Please note: Child Care Resource and Referral agencies (R&Rs) are required per the reauthorized Child Care and Development Block Grant Act (CCDBG) (Section 658E.c.2.E.i.II.) to provide information on ratings to families. Consortia also may share ratings by:

- Posting at participating early learning setting to indicate QRIS participation and tiered rating
- Posting on a website (e.g., R&R, and/or **local QRIS website**) **OC: Ratings and rating reports posted to www.qualitystartoc.com**

Public communication should include the effective dates of the rating.

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Reporting Site Data to the State

Consortia are required to report data to the State once per year, including sites' overall ratings and element scores. Details about how and when to report data are available at <https://qualitycountsca.net/quality-partners/consortium-members/>.

VI. Assessing Classrooms

Frequency of Classroom Assessments

External assessments are conducted for Tiers 3 through 5 for select elements using the CLASS tool (Element 4) and the ERS (Element 6) for the appropriate age level. Refer to guidelines within the tools if classrooms are mixed age. California Master Anchors can provide additional clarification if necessary.

Based on the local QRIS model and site readiness, rated sites may receive a formal, external assessment using the ERS and the CLASS, if warranted, every three years (sites rated at Tiers 1 through 3) or five years (sites rated at Tiers 4 and 5). The same classrooms, selected through random sampling, will receive both the CLASS and the ERS assessment in the same year, or within 13 months of the final rating. For the purpose of assessment, a "year" is considered 13 consecutive months. For example, if the ERS assessments are conducted in May, and the CLASS assessments are conducted on the same classrooms with the same lead teachers in September, then the program must have a completed rating by June of the following year in order for the ERS assessment to be valid.

Defining Classrooms for Assessment

Classrooms are defined by the *teaching team* and the *group of children*. The table below demonstrates several scenarios to help determine the number of classrooms.

Scenario	Number of Classrooms	Rationale
AM Preschool + PM Preschool Same teaching team for AM and PM	1	Ages served and teaching team are the same.
AM Toddlers + PM Preschool Same teaching team for AM and PM	2	Teaching team is the same. Different <i>age groups</i> require different assessments.
AM Preschool + PM Preschool Different Teaching team in AM and PM	2	Same age group served in the morning and afternoon. Different teaching teams require different assessments.

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Selecting Classrooms for Assessment

Consortium will assess one-third of classrooms of each age group at a site, regardless of funding stream and total overall number of classrooms, including at least one classroom in each age group. See definitions of age groups in the glossary.

NOTE: For sites participating in CSPP Block Grant funding and sites with mixed funding: Rating is completed at the site level – classrooms selected for assessment are chosen as described within this Implementation Guide. This may result in a site with CSPP Block Grant funding receiving a rating that is not based on the assessments of any classrooms participating in the CSPP Block Grant. Classrooms participating in the CSPP Block Grant should **not** be rated separately from the rest of the classrooms at the site.

Guidelines to determine the number of classrooms to assess with the CLASS and ERS:

- **Sites serving a single age group of children** (e.g., all toddlers or all preschoolers)

Number of classrooms at site	2	3	4	5	6	7	8	9	10
Total number of classrooms to assess	1	1	2	2	2	3	3	3	4

- **Sites with different classrooms for children of different ages** (be sure to select at least one classroom from each age group)

Number of classrooms at site	2	3	4	5	6	7	8	9	10
Minimum number of classrooms to assess	2	2	2	2	2	3	3	3	4

Parameters for Selecting Classrooms

For classroom selection and random selection process, exclude classrooms (use another randomly chosen classroom as an alternate) or postpone a scheduled assessment/visit when there is a: (1) substitute teacher; or (2) new teacher to the site (30 calendar days or fewer).

The minimum number of children required to be present in a particular classroom in order to rate will be locally determined as long as it remains within the parameters of the tool being used for assessment.

Announced vs. Unannounced Visits

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Consortia will conduct scheduled visits with sites. Local consortia determine how far in advance the visits may be scheduled. Notification to the site of randomly selected classrooms to be assessed on ERS and CLASS will occur the day of the visit. The assessor will ensure the classroom being assessed is staffed by the lead teacher on record (or long-term sub who has been serving as lead teacher in the classroom longer than 30 days). **OC: Sites receive one-month assessment window in advance. Notified day prior which classroom(s) will be assessed.**

Use of Existing Assessments

A consortium shall accept ERS and CLASS assessments previously conducted in lieu of the county consortium sending an assessor ONLY if the assessment was:

- Completed within 13 months of the rating
- Performed by a valid and reliable external assessor (deployed by the local QCC Consortium)
- Conducted with the same lead teacher, child age group, and physical location as the randomly selected classroom

Recommendations for Observations Using the CLASS Tool

When coding with any CLASS tool, the observer evaluates the effectiveness of interactions for the target age level. In any classroom setting, multiple adults may be present during the observation, requiring the observer to consider how each adult interacts with children and how those adults jointly influence the overall classroom experience.

The consortium agreed the *CLASS observation* may be conducted in classrooms with at least one child present.

Local consortium policy guides other observation protocol, such as:

- When a classroom receives a CLASS assessment (e.g., if at a lower points level than required in the rating matrix) **OC: All rated sites being rated will receive CLASS assessment for 1/3 of classrooms.**
- The number of children in the classroom (or target age level) that need to be present in order to observe and if/when to reschedule an assessment to maximize attendance. **OC: Follows Assessment Vendor Protocol**

Guidelines for Use of CLASS in Multi-age Classrooms

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In a multi-age setting, the observer should keep the target age range in mind and pay particular attention to the interactions associated with those ages. Interactions with children outside the target age level are considered in coding, only if they enhance or detract from those experienced by the intended children. For example, a teacher may have effective and warm interactions with an infant during a diaper change; but if the assessor is observing with the Toddler CLASS measure, and the toddlers are not involved, the assessor would not code those interactions. On the other hand, if the teacher involves toddlers in care by asking them to get a diaper or help wash the baby's hands, those interactions would be considered in coding.

Determining whether one tool or two will be used in multi-age classrooms: **OC: Follows Assessment Vendor Protocol**

- If using one tool and need to determine which measure to use, consider the goals of the observation and the expertise of coders. Also consider the age range of each tool (e.g., the infant tool can be used in classrooms with children as old as 15 months).
- When local decision dictates use of more than one age-level tool in a multi-age classroom, observers may alternate between age levels either by:
 - Making one visit – obtain three cycles of each tool during the classroom visit (total of six cycles); or
 - Making two visits – observe one age level at the first visit and the other age level during the second visit. Each visit/tool should include four cycles.

Guidelines for Use of CLASS in Diverse Classrooms

Early learning settings in the QCC serve children from diverse backgrounds, languages, and cultures. It is imperative the observer is culturally sensitive and able to understand the adult-child interactions to score appropriately.

The consortium agreed the CLASS observer must understand 85–90 percent of the teacher's communication with the child/ren to consider the assessment reliable. This is particularly important in Pre-Kindergarten classrooms.

Other things to consider when observing in a diverse classroom include:

- Some behaviors are considered disrespectful in certain cultures. For example, forcing eye contact would be uncomfortable for a child and would not be demonstrating respect. But eye contact is only one of several markers of respect, and it is not required for a teacher to force eye contact to demonstrate respect.
- When the early educator and child engage in back-and-forth exchanges, the observer must understand both the adult and child to accurately assess scaffolding,

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feedback loops, and other indicators in the Pre-K CLASS Instructional Support Domain.

- The consortium strongly encourages using assessors who speak the language of the children at the site and understand the cultures.

OC: Assessor must be fluent in predominant language spoken in classroom assessed.

VII. Environment Rating Scale Anchors and Assessors

This section outlines the roles of Environment Rating Scale (ERS) Anchors and assessors. The following graphic shows the relationship between each of these roles at the state, regional, and local/consortia levels. The California Early Childhood Environment Rating Scales Anchor document which outlines the roles of state, regional, and local Environment Rating Scales ERS Anchors and assessors in Quality Counts California can be found at <https://drive.google.com/file/d/13E3EwyQdfSLgOt2iGVFn3fhGNOWrrzER/view?usp=sharing>.

Statewide Master Anchors

State Master Anchors (MAs) carry out the following activities:

- MAs maintain reliability to one another through recertification every 18 months with drift checks every six months.
- Initial certification of Regional ERS Anchor (RA) and one day Inter-Rater Reliability (IRR) every 18 months thereafter. If the Regional ERS Anchor does not reach 90 percent reliability in one-day IRR, a three-day recertification with QCC MA. (Note: assessment vendors must be certified with an MA or RA at their own cost to be approved to conduct QCC assessments for rating).
- Provide advice and support for Regional ERS Anchors as they train and certify local assessors.
- Develop resources for Regional ERS Anchors to use when conducting local training and reliability certification.
- Provide information and assistance to Regional ERS Anchors to carry out IRR activities with consortia assessors.
- Reach consensus about questions that arise during assessment, and disseminate responses and clarifications to local Anchors to ensure consistent interpretation across the QCC.
- Conduct in-person and web-based training and meetings with Regional ERS Anchors to build consensus and strengthen capacity to conduct ERS assessments and certify assessors.

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Regional ERS Anchor

According to the First 5 IMPACT *Regional Coordination and Training and Technical Assistance Hubs (Hubs)* RFA, the Hubs are required to identify at least one Regional ERS Anchor who can certify local assessors and support the fidelity of assessment practices and consistency of tool interpretation across the region. F5CA will support certification of Regional ERS Anchor(s) identified by the Hub, while the Hub is responsible for coordinating Regional ERS Anchor responsibilities.

A Regional ERS Anchor is a Hub-designated individual authorized to certify reliability of ERS assessors at Level 1 and Level 2. The Regional ERS Anchor is considered an experienced, reliable "expert" assessor responsible for interpretation of scores and training of other assessors. Each Hub region should designate at least one Regional ERS Anchor on each ERS tool. A large consortium also may designate a Local ERS Anchor. The region or large consortium may have one Anchor for all three ERS tools or three different Anchors – one for each tool.

Regional ERS Anchors must achieve at least 90 percent reliability with a State MA. However, this person is not considered an Anchor until designated as such by a region (Hub) or consortium and given the authority to carry out Anchor responsibilities. Following initial certification, each Regional ERS Anchor must complete IRR with another Regional ERS Anchor every six months, at a minimum, and recertify with a state MA every 18 months.

The Regional ERS Anchors shall have the authority to:

- Conduct assessments.
- Train and certify ERS assessors.
- Coordinate IRR for ERS assessors in their region every six months, at minimum, or at least once between recertifications.

F5CA MAs may ask Regional ERS Anchors to participate in virtual or in-person learning communities and/or meetings, as well as contribute to the overall QCC Assessor Management System by working with the F5CA MAs on ERS-related clarifications, policies, and statewide practices.

Regional ERS Anchors also may be given responsibility by consortia in the Hub region to review reports written by ERS assessors and conduct ERS training for coaches and early childhood educators.

Local ERS Assessors

All ERS assessors who rate early learning sites in the QCC shall be external (independent) to the site being assessed and conduct the assessments in accordance

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with the policies and procedures set forth by the State Master Anchors. Assessors participate in a rigorous certification process and complete multiple practice observations to ensure they have learned how to use the scales/instrument to measure the quality of early childhood sites. Assessors are deemed reliable when they achieve and maintain a minimum of 85 percent reliability (agreement) with an Anchor. Only a Consortium/Hub-designated Regional ERS Anchor or a State MA is authorized to certify assessors for the QCC. Following initial certification, assessors should complete IRR every six months, at minimum, and recertify with a state MA every 18 months.

Assessors shall demonstrate reliability during IRR to continue to assess using the ERS tool. Assessors have up to three opportunities to pass IRR. Local consortia determine next steps after a third failed attempt at reliability during IRR.

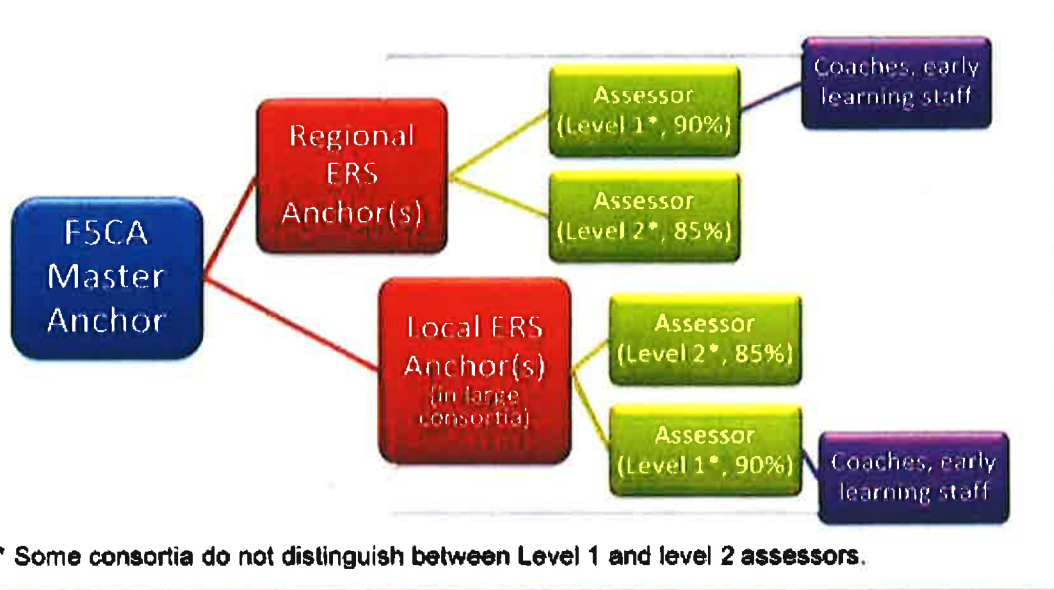
There are two recommended levels of ERS assessor:

- **Level 1 ERS assessors** must achieve 90 percent reliability with an Anchor across three consecutive assessments for initial certification and recertification, and complete one assessment with a Regional ERS Anchor for IRR. Because of their higher level of reliability, consortia may (but are not required to) give Level 1 ERS assessors other responsibilities, such as carrying out IRR with Level 2 ERS assessors and reviewing reports written by Level 2 ERS assessors.
- **Level 2 ERS assessors** shall achieve 85 percent reliability with an Anchor across three consecutive assessments for initial certification and recertification, and complete one assessment with a Regional ERS Anchor or Level 1 assessor for IRR.

Some consortia do not distinguish between Level 1 and Level 2 ERS assessors, requiring all assessors to achieve and maintain a minimum of 85 percent reliability and use assessors only to carry out assessment responsibilities.

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VIII. Regional CLASS Trainers and Observers

Regional CLASS Affiliate Trainers

A CLASS Trainer is certified by Teachstone to conduct training on a specific tool and is called an Affiliate Trainer. The QCC recommends, but does not require, each region to identify a Regional CLASS Affiliate Trainer to support the region's CLASS needs. Regional CLASS Affiliate Trainers who work within the QCC are authorized to provide training to other partners within their local QRIS.

Geography and/or other needs may call for each consortium within a regional Hub to have its own consortium-dedicated affiliate trainer(s), or several consortia may elect to share a Regional CLASS Affiliate Trainer.

The Regional CLASS Affiliate Trainers should maintain annual certification through Teachstone. If authorized by the regional Hub, the Regional CLASS Affiliate Trainer may:

- Coordinate regional training and observer certification.
- Review reports written by CLASS observers.

CLASS Observers

Whether regional or consortia-specific, CLASS observers carry out assessments on applicable age-level tool(s) and complete reports, as applicable within a consortium or for several consortia within a regional Hub.

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CLASS observers must have proof of current certification from Teachstone demonstrating reliability on applicable tool.

CLASS Drift Testing

CLASS drift testing must be conducted at least one time between annual recertifications. The drift testing may be carried out in one of two ways:

- **Online calibration during an assigned period of time – code one 20-minute video and achieve at least 80 percent reliability. Observers also may review a one-hour webinar debrief of the video after coding.**
- **Live double-code with an experienced CLASS-certified assessor identified by the consortium.**

Observers must demonstrate reliability during drift testing to continue to observe using the CLASS tool. Observers have up to three opportunities to meet 80 percent reliability during drift testing. Between drift tests, observers may receive technical assistance from a State Master Anchor or Regional CLASS Trainer/Observer to support success. Hubs and/or local consortia determine next steps after a third failed attempt at drift test reliability.

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Appendix I: Quality Counts California Rating Matrix

Rating Matrix with Elements and Points for Consortia Common Tiers 1, 3, and 5

ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS					
1. Child Observation	<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with CA Foundations & Frameworks ¹ twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
2. Developmental and Health Screenings	<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent) used at entry, then: 1. Annually OR 2. Ensures vision and hearing screenings are conducted annually	<input type="checkbox"/> Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ABQ at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ABQ & ABQ-SE, if indicated, at entry, then as indicated by results thereafter AND <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate AND <input type="checkbox"/> Meets Criteria from point level 2
CORE II: TEACHERS AND TEACHING					
3. Minimum Qualifications for Lead Teacher/ Family Child Care Home (FCCH)	<input type="checkbox"/> Meets Title 22 Regulations [Center: 12 units of Early Childhood Education (ECE)/Child Development (CD) FCCH: 16 hours of training on preventive health practices]	<input type="checkbox"/> Center: 24 units of ECE/CD ² OR Associate Teacher Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD OR Associate Teacher Permit	<input type="checkbox"/> 24 units of ECE/CD + 16 units of General Education OR Teacher Permit AND <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD OR Site Supervisor Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field plus 24 units of ECE/CD (or master's degree in ECE/CD) OR Program Director Permit AND <input type="checkbox"/> 21 hours PD annually
4. Effective Teacher-Child Interactions: CLASS Assessments (*Use tool for appropriate age group as available)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS for appropriate age group as available by one representative from the site	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: Pre-K • Emotional Support – 5 • Instructional Support – 3 • Classroom Organization – 6 Toddler • Emotional & Behavioral Support – 5 • Engaged Support for Learning – 3-6 Infant • Responsive Caregiving (RC) – 5-0	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: Pre-K • Emotional Support – 5-5 • Instructional Support – 3-5 • Classroom Organization – 6-6 Toddler • Emotional & Behavioral Support – 5-5 • Engaged Support for Learning – 4-4 Infant • Responsive Caregiving (RC) – 6-6

1. Approved assessments are: Creative Curriculum GOLD, Early Learning Scale by National Institute of Early Education Research (NIEER), and Brigance Inventory of Early Development III.
2. For all ECE/CD units, the core eight are desired but not required.

Note: Point values are not indicative of Tiers 1-5 but reflect a range of points that can be earned toward assigning a tier rating (see total point range).

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ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
CORE III: PROGRAM AND ENVIRONMENT - Administration and Leadership					
5. Ratio and Group Size (Centers Only beyond licensing regulations)	<input type="checkbox"/> Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations (excluded from point values in ratio and group size)	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler - 4:16 Toddler - 3:18 Preschool - 3:36	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler - 3:12 Toddler - 2:12 Preschool - 2:24	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler - 3:12 or 2:8 Toddler - 2:10 Preschool - 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler - 3:9 or better Toddler - 3:12 or better Preschool - 1:8 ratio and group size of no more than 20
6. Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 OR Current National Accreditation approved by the California Department of Education
7. Director Qualifications (Centers Only)	<input type="checkbox"/> 12 units ECE/CD + 3 units management/ administration	<input type="checkbox"/> 24 units ECE/CD + 16 units General Education +/with 3 units management/ administration OR Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units ECE/CD +/with 6 units management/ administration and 2 units supervision OR She Supervisor Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units ECE/CD +/with 8 units management/ administration OR Program Director Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Master's degree with 30 units ECE/CD including specialized courses +/with 8 units management/ administration, OR Administrative Credential AND <input type="checkbox"/> 21 hours PD annually
TOTAL POINT RANGES					
Program Type	Common-Tier 1	Local-Tier 2³	Common-Tier 3	Common-Tier 4	Local-Tier 5⁴
Centers 7 Elements for 35 points	Blocked (7 points) - Must Meet All Elements	Point Range 8 to 19	Point Range 20 to 26	Point Range 26 to 31	Point Range 32 and above
FCCHs 6 Elements for 26 points	Blocked (6 points) - Must Meet All Elements	Point Range 6 to 13	Point Range 14 to 17	Point Range 18 to 21	Point Range 22 and above

3. Local Tier 2: Local decision if Blocked or Points and if there are additional elements
4. Local Tier 5: Local decision if there are additional elements included California Department of Education, February 2014 Updated May 2015; Effective July 1, 2015

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Appendix II: Guidance for Rating Elements by Points

Core 1: Child Development and School Readiness

Element 1. Child Observation

1 POINT

Indicator: Not Required

Detail: Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator: Program uses *evidence-based child assessment/ observation tool* once a year that covers all five domains of development

Detail: Local consortia may use the list of evidence-based child assessment/observation tools from the list below, create local guidelines, or both. Local criteria must include evidence that the tool is observational, annual, and, at minimum, assesses the following developmental domains: physical (gross and fine motor), social-emotional, cognitive, and communication.

Optional, partial list of evidence-based tools:

- High/Scope Child Observation Record (COR) for Infants and Toddlers
- High/Scope Preschool Child Observation Record (COR), Second Edition
- Work Sampling, Developmental Guidelines, Preschool 3
- Work Sampling, Developmental Guidelines, Preschool 4
- Learning Accomplishment Profile-3rd Edition (preschool)
- The Ounce Scale (infant/toddler)
- NIEER Early Learning Scale

Uses refers to any assessment, instrument, or tool that yields individual and group information. This term requires that the program accesses and analyzes results and those results (whether individual information or aggregated group data) are used to inform practice.

Random selection of two children's files per classroom during observation visits will provide evidence of use of evidence-based child assessment/observation for each child. (If a child has been in the program fewer than 60 days, another file may be reviewed.)

OC: Upload to iPinwheel

3 POINTS

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Indicator: Program uses *valid and reliable child assessment/ observation tool* aligned with California Foundations and Frameworks twice a year

Detail: Valid and reliable child observation tools must be approved by the California Department of Education prior to awarding the site three points for this element. Currently approved tools are:

- Teaching Strategies GOLD® (Creative Curriculum) assessment
- Early Learning Scale by National Institute of Early Education Research (NIEER) available from Lakeshore Learning School Supply
- Brigance Inventory of Early Development III

Assessment tool developers must contact Serene Yee at syee@cde.ca.gov or 916-322-1048 if they wish to submit documentation of alignment with the *California Foundations and Frameworks*.

Programs without evidence of twice-annual child assessments due to the rating visit occurring prior to the second assessment due date may meet this requirement in one of two ways:

1. Programs may show evidence from the prior year of two cycles of assessment.
OC: Upload to iPinwheel
2. Programs without assessment evidence from prior year are required to submit actual scores from the second annual child assessment in order to maintain their score on this item and overall site rating. (Verification process is a local decision.)

4 POINTS

Indicator: DRDP (minimum twice a year) and results used to inform curriculum planning

Detail: All users of *Desired Results Developmental Profile (DRDP)* must use the DRDP 2015 version. Sites may choose, at their discretion, to use the comprehensive, fundamental, or essential view.

Programs without evidence of twice-annual child assessments due to the rating visit occurring prior to the second assessment due date may meet this requirement in one of two ways:

1. Programs may show evidence from the prior year of two cycles of assessment.
2. Programs without assessment evidence from the prior year are required to submit actual scores from the second annual child assessment in order to maintain their score on this item and overall site rating. (Verification process is a local decision.)

Evidence should demonstrate that individual child assessments are considered when planning for learning experiences through which the curriculum goals will be achieved. Acceptable documentation is as follows: **OC: Upload to iPinwheel**

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1. Show use of DRDP and program has current NAEYC Accreditation **OR**
2. Show use of DRDP and provide current *Head Start* School Readiness Goals **OR**
3. Provide completed CD 4001B (Desired Results Developmental Profile Summary of Finding for the Classroom and Family Child Care Home Form) **OR**
4. Provide two of the following as evidence:
 - Written curriculum statements
 - Lesson plans
 - Planning webs
 - Notes from planning sessions with information on how a purchased curriculum (if used) considers assessment of child progress

5 POINTS

Indicator: Program uses DRDP twice a year and uploads into DRDP Online and results used to inform curriculum planning.

Detail: Use of *DRDP Online* is free to Head Start, state funded programs, and all QCC participating sites.

Twice-annual assessments are confirmed in the same manner as for four points above.

Evidence should demonstrate the use of domain scale reports when planning for individual and group learning experiences within the curriculum. *Desired Results Access* domain-level reports can be used for children with IFSPs and IEPs.

Core 1: Child Development and School Readiness

Element 2. Developmental and Health Screenings

1 POINT

Indicator: Meets Title 22 Regulations

Detail: Title 22 Regulations require current immunization records for every child enrolled in the family child care home or center. Family child care homes use form PM 286, available at <http://www.cdph.ca.gov/pubsforms/forms/CtrldForms/cdph286.pdf> and centers use form LIC 701, available at <http://www.dss.cahwnet.gov/cdssweb/PG166.htm>. Forms must be printed on blue paper. **Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive 1 point for this element.**

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2 POINTS

Indicator: Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent) used at entry, then:

1. Annually **OR**
2. Ensures vision and hearing screenings annually

Detail:

Used at entry then annually: Requires the program to collect form LIC 701 (or equivalent) at the child's entry into the program and annually or at the beginning of each program year.

Conducts (or collects) screening: If vision and hearing screening are used as the method of meeting this standard, programs may:

- Use information from a doctor's or specialist's screening
- Conduct vision and health screenings at the site
- Use information from a doctor/specialist and conduct vision and health screening at the site

In instances where the site has difficulty meeting the annual requirements for one or more returning children (after collection of Health Screening Form LIC 701 upon entry), monitors may accept one or both of the following forms of evidence of health screening during subsequent years of a child's attendance:

- Parent "opt-out" form or equivalent evidence that parent denied resubmittal of Health Screening Form and/or denied screening
- Detailed documentation of repeated attempts to obtain Health Screening Form and/or parent consent when conducting file review

OC: Upload to iPinwheel

3 POINTS

Indicator: Program works with families to screen all children using a **valid and reliable child screening tool** at entry and **as indicated by results thereafter AND**

Meets criteria for Point Value 2

Detail: Below is partial list of valid and reliable child screening tools. Other tools are acceptable at the discretion of the consortium with documentation of validity and reliability.

Partial List:

- Mullen Scales of Early Learning
- DIAL 3
- *Ages and Stages Questionnaire (ASQ)*

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- ESP: Early Screening Profiles
- ESI-R (Early Screening Inventory)
- Denver II
- Parents Evaluation of Developmental Status
- Parents Evaluation of Developmental Status – Developmental Milestones
- Battelle Developmental Inventory Screening Test
- Learning Accomplishment Profile-Diagnostic Screens

As indicated by the results thereafter, refers to the actions taken by the program to refer families to additional resources based on the results of the screening tool.

Beginning at this point value, both centers and family child care homes must use a developmental screening tool or produce proof of one of the items below:

- IFSP/IEP
- Evidence of screening in another venue (must have actual screen or documented results)
- Parent “opt-out” form or equivalent evidence that parent denied screening
- Detailed documentation of repeated attempts to obtain parental consent when conducting file review

In addition to providing evidence through the file review process that 100 percent of children are screened, the site must provide evidence for how the screening and referral process works at the site level.

OC: Upload to iPinwheel

4 POINTS

Indicator: Program works with families to ensure screening of all children using the **ASQ** at entry and as indicated by results thereafter **AND**

Meets criteria from Point Value 2

Detail: Program works with families means:

- Families are engaged in the screening process.
- Results are shared with the family in a confidential and supportive manner.
- Program staff use screening results to refer families to the appropriate agencies for further assessment, such as the local Regional Center, school district, and/or other resources. **OC: Upload to iPinwheel**

For definitions of ASQ, see glossary.

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5 POINTS

Indicator: Program works with families to ensure screening of all children using the **ASQ & ASQ-SE**, if indicated, at entry, then as indicated by results thereafter **AND**

Program staff use children's screening results to make referrals, implement intervention strategies, and adaptations as appropriate **AND**

Meets criteria for Point Value 2

Detail: For definition of *Ages and Stages Questionnaire-Social Emotional (ASQ-SE)*, see glossary.

"If indicated" is a local decision acting in the best interest of the child.

OC: Upload to iPinwheel

OC: Intervention Strategy Options Element 2-Developmental and Health Screenings (5 point) Program staff implements strategies and adaptations based on individual child's screening results and/or parent concerns.

- Lesson plans - showing intervention strategies for area of concern.
- PLC documentation - showing what strategies will be used for area of concern.
- District School Readiness documentation - outcomes from specialist / parent / teacher meeting with strategies the teacher will implement. This could be a meeting with the early education collaborative team or SRN and teacher.
- Documentation gathered from observations, outlining strategies that will be used in the classroom for area of concern.
- Parent Teacher Conference notes - outlining what strategies will take place based on screening or parent concern.

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Core 2: Teachers and Teaching

Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)

1 POINT

Indicator: Meets Title 22 Regulations

Detail: Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator:

Center: 24 units of ECE/CD (core 8)

FCCH: 12 units of ECE/CD (core 8)

OR

Associate Teacher Permit

Detail: In Point Values 2 through 5, qualifications are entered into the workforce registry for all lead teachers employed at the site AND no less than 75 percent of them must meet requirements in Point Values 2 through 5. All higher education units are calculated by semester units (quarter units are converted to semester units).

Total # of Lead Teachers	# Needed to Meet Requirement
2	2
3	3
4	3
5	4
6	5
7	6
8	6
9	7
10	8

In Point Values 3 through 5, staff in family child care homes (FCCH) and centers are held to the same educational standard.

Point Value 2 is equivalent to the Associate Teacher Permit for family child care homes and centers. Teachers who applied for the permit may substitute verification of application, in lieu of the transcript, for review.

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An expired permit can meet the requirements for Point Values 2 through 5 as long as the qualifications are consistent with current permit requirements.

The California Commission on Teacher Credentialing (CTC) Child Development Permit Matrix can be found at the following link https://www.ctc.ca.gov/docs/default-source/leaflets/cl797.pdf?sfvrsn=665bc585_0

For questions regarding Montessori certifications and their equivalent, see Title 22 licensing section 101216.1.

For obtaining translations and determining the status of foreign educational institutions, contact the International Education Research Foundation, Credentials Evaluation Service, www.ief.org. Additional organizations approved by CTC for transcript evaluation can be found at https://www.ctc.ca.gov/docs/default-source/leaflets/cl635.pdf?sfvrsn=bb4f6e6a_8.

Core 8 courses are desired but not required.

Each group of children must have at least one designated lead teacher. The lead teacher must spend the vast majority of time with one group of children who attend at the same time rather than divide time between classrooms or float among groups. The group size is determined by the point value of the rating. The above is based on the NAEYC accreditation definition of a teacher.

For the purposes of rating a licensed FCCH, the lead teacher is defined as the adult who is the owner and full-time operator of the FCCH. If the owner is not teaching the children, the FCCH lead teacher is defined as the adult with the highest degree who spends the vast majority of time with the children. A group of children in an FCCH is defined as those children who are enrolled in the FCCH. The group size is determined by licensing requirements based on the ages of the children enrolled.

3 POINTS

Indicator: 24 units of ECE/CD and 16 units of General Education

OR

Teacher Permit **AND**

21 hours professional development (PD) annually

Detail: Point Value 3 is equivalent to the Teacher Permit.

Professional development activities may include classes, documented workshops, coaching sessions, equivalency of coursework, or other activities as determined locally by consortium. PD activities should stem from the needs of the teacher and program, based on the individual professional growth plan and/or the site's Quality Improvement Plan. Professional development includes, but is not limited to, the QCC Continuous Quality Improvement Framework.

Annually in regard to PD is a 12-month period and can be calculated from the point of enrollment in QCC or as otherwise defined by the local consortium.

Method to verify 21 hours of professional development is a local consortium decision.

OC: 21 hours of PD is self-report in iPinwheel. All types of PD count.

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4 POINTS

Indicator: Associate's degree (AA/AS) in ECE/CD or closely *related field*

OR

AA/AS in any field plus/with 24 units of ECE/CD **OR**

Site Supervisor Permit **AND**

21 hours PD annually

Detail: Point Value 4 is equivalent to the Site Supervisor Permit.

Consortium may accept at its discretion Option two of the Teacher Permit if the ECE/CD unit requirement is met.

Method to verify 21 hours of professional development is a local consortium decision.

For Point Values 4 and 5, a BA degree in a closely related field, such as Education or Human Development, may be counted as a related field IF a substantial amount of the coursework was focused on young children ages 0 to 5. "Substantial" is calculated by the workforce registry and is aligned with the California Commission on Teacher Credentialing's approach.

OC: 21 hours of PD is self-report in iPinwheel. All types of PD count.

5 POINTS

Indicator: Bachelor's degree in ECE/CD **OR**

BA/BS in any field plus/with 24 units of ECE/CD that conform to permit requirements

OR

Master's degree in ECE/CD **OR**

Program Director Permit **AND**

21 hours PD annually

Detail: Point Value 5 is equivalent to the Program Director Permit.

Consortia may accept at their discretion option two of the Master Teacher permit if the ECE/CD unit requirement is met.

Method to verify 21 hours of professional development is a local consortium decision.

OC: 21 hours of PD is self-report in iPinwheel. All types of PD count.

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Core 2: Teachers and Teaching

Element 4. Effective Teacher-Child Interactions: CLASS[®] Observations (*Use tool for appropriate age group as available)

1 POINT

Indicator: Not applicable

Detail: Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator: Familiarity with CLASS (e.g., two-hour overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)

Detail: The decision about what constitutes *familiarity with CLASS* is a local one.

It is recommended that CLASS presentations be conducted by a Certified CLASS Trainer.

OC: Familiarity means have completed 3 to 6 hour intro to CLASS training at any point prior to final site rating validation. Site must meet this requirement in order to be eligible for independent CLASS assessment scores to count towards rating.

3 POINTS

Indicator: Independent CLASS assessment by reliable observer (using the appropriate tool) to inform the program's professional development/ improvement plan

Detail: While results of the independent CLASS observation will be used to inform the site's Quality Improvement Plan, evidence of having a Quality Improvement Plan in place is not a requirement for a point value of three.

CLASS reliability must be renewed annually and is available for the Infant, Toddler, and Pre-K CLASS tools. A *reliable CLASS observer* should be able to provide a certificate indicating current reliability (issued within the previous 12 months).

In classrooms with multiple age groups, it is a local decision as to whether to use the age level tool appropriate for the highest number of children or to alternate two tools. If children are equally distributed, consult Teachstone (www.teachstone.org) for advice.

4 POINTS

Indicator: Independent CLASS observation by reliable observer (using the appropriate tool) with minimum CLASS domain scores:

Pre-K:

- Emotional Support Domain (ES) – 5
- Instructional Support Domain (IS) – 3
- Classroom Organization Domain (CO) – 5

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Toddler:

- Emotional & Behavioral Support Domain (EBS) – 5
- Engaged Support for Learning Domain (ESL) – 3.5

Infant:

Responsive Caregiving Domain (RC) – 5.0

5 POINTS

Indicator: Independent assessment with CLASS (for appropriate age group as available) with minimum CLASS domain scores:

Pre-K:

- ES – 5.5
- IS – 3.5
- CO – 5.5

Toddler:

- EBS – 5.5
- ESL – 4

Infant:

RC – 5.5

DETAIL (POINTS 4 & 5)

Detail: Minimum scores are recommended by Teachstone, LLC, and based on research on the CLASS and on the design of QCC.

Each classroom rated will receive an individual point value based on the tool used and the domain cutoff scores. Average all classroom points and drop the decimal to obtain the final site points on this element.

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Example:

Classroom	Domain Score	Domain Score	Domain Score	Points for Element
Pre-K Alligators	ES 5.42	IS 3.13	CO 5.89	4
Pre-K Bears	ES 5.10	IS 2.95	CO 5.68	3
Toddler Dragonfly	EBS 5.15	ESL 3.32		3
Infant Ladybugs	RC 5.11			4

1. Total the points earned by classroom

$$4 + 3 + 3 + 4 = 14$$

2. Divide by number of classrooms observed = 4
3. Obtain average points for observed classrooms

$$14 \div 4 = 3.5$$

4. Drop the decimal to determine final point value for the site for this element
Site points for Element 4 (Teacher-Child Interactions) = 3

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Core 3: Program and Environment

Element 5. Ratios and Group Size (Centers Only)

1 POINT

Indicator: Center: Title 22 Regulations

Infant Ratio of 1:4

Toddler Option Ratio of 1:6

Preschool Ratio of 1:12

FCCH: Title 22 Regulations

(excluded from point values in ratio and group size)

2 POINTS

Indicator: Center:

Infant/Toddler Ratio of 4:16

Toddler Ratio of 3:18

Preschool Ratio of 3:36

3 POINTS

Indicator: Center:

Infant/Toddler Ratio of 3:12

Toddler Ratio of 2:12

Preschool Ratio of 2:24

4 POINTS

Indicator: Center:

Infant/Toddler Ratio of 3:12 or 2:8

Toddler Ratio of 2:10

Preschool Ratio of 3:24 or 2:20

5 POINTS

Indicator: Center:

Infant/Toddler Ratio of 3:9 or better

Toddler Ratio of 3:12 or better

Preschool Ratio of 1:8 and group size of no more than 20

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DETAIL (POINTS 1, 2, 3, 4 & 5)

Detail: Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

Volunteers may not be used in ratio and group size calculations. Title 22 regulations require that adult: child ratios include only employed adults.

Ages: group size

- Infant - A child aged birth to 18 months.
- Toddler - A child who is 18 to 36 months of age.

Based on Education Code Section 8265.5

- Preschooler - A child who is three years of age to kindergarten entry. The child's third birthday must be on or before September 1.

Based on Management Bulletin 14-02

Ratios

Centers must meet the Community Care Licensing standards at a minimum.

Staff must meet the needs of the children in attendance and provide visual observation and supervision at all times. Centers may need additional staff depending on the age of children and their needs. Additional staff are needed for backup. An aide cannot be left alone with children except during naptime and to escort them to the restroom.

- One teacher can supervise no more than 12 children.
- One teacher and one aide can supervise up to 15 children.
- A fully qualified teacher and an assistant with six early childhood education units can supervise up to 18 children.
- A ratio of one teacher or aide for 24 napping children is permitted, provided the additional staff to meet the "awake" ratios are immediately available at the center.

Based on California Code of Regulations, Title 22 section 101216.3, Ratios and group size are verified through:

- In-person visit for Point Values 3 through 5 (checked during the ERS assessment)
- Self-report in portfolio and certified through portfolio certification process
OC: Upload to iPinwheel

How to handle out-of-ratio and child endangerment is a local decision. The California Child Abuse Reporting Law must be followed (Penal Code Sections 11165-11174.3).

Ratio and group size scores will be reported as follows:

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As with the CLASS rating, individual point values for each classroom will be determined for the ratio/group size element based on the Rating Matrix. Each classroom's rating is averaged for the site rating. The decimal is dropped and the whole number will be reported as the points for this element.

Example:

Infant Room point value of 4

Toddler Room point value of 3

Preschool Room A point value of 2

Preschool Room B point value of 3

Preschool Room C point value of 2

$$4 + 3 + 2 + 3 + 2 = 14$$

$$14 \div 5 = 2.8$$

Overall points for ratio/group size = 2

Core 3: Program and Environment

Element 6. Environment

1 POINT

Indicator: Not Required

Detail: Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator: Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan

Detail: *Familiarity with ERS* can include having attended overview orientations, webinars, training, college courses in which the tool was presented, and/or other forms of knowing the intent, purpose, and use of the tool, but not to the depth of completing assessments or observations. The decision about what constitutes familiarity is a local one.

OC: Familiarity with ERS is any of the above examples, completed by one person at the site, at any point prior to site rating validation. Must meet familiarity in order for ERS scores to count towards site rating.

3 POINTS

Indicator: Assessment on the whole tool.

Results used to inform the program's Quality Improvement Plan.

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Detail: Type of assessment is a local decision and may include an external assessment, self-assessment designed by local consortium, or other methods determined locally to enable teachers/sites to review environment quality and set goals for improvement. Requirements for three points should be greater than requirements for two points. Consortia may continue using an external assessor at three points, but a minimum score would not be used for site rating.

4 POINTS

Indicator: Independent ERS assessment. All subscales completed and averaged to meet overall score of 5.0

Detail: Independent (external) assessment is conducted by an entity or persons not part of the program (third-party) who is currently reliable on the tool, including assessments conducted by CDE's trained and reliable assessors.

As with the CLASS and ratio/group size elements, each classroom will be assessed using the appropriate tool for the setting. Each selected classroom is assigned a point value based on the ERS score. Points for assessed classrooms are averaged for the site rating. The decimal is dropped and the whole number is reported as the site's points for this element.

Individual classroom scores are calculated by adding item scores and averaging by the total number of items.

Classroom	Classroom ERS Score	Classroom Points	Points average	Total Element 6 Points
A	5.37	4	4.67	4
B	5.63	5		
C	5.50	5		

In classrooms with multiple age groups, use the age level tool appropriate for the majority of children. If children are equally distributed, consult the State Master Anchors for advice.

5 POINTS

Indicator: Independent ERS assessment. All subscales completed and averaged to meet overall score of 5.5

OR

Current National Accreditation approved by the California Department of Education

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Detail: See Point Value 4 Detail for requirements of independent assessment.

National Accreditation may be used to satisfy the Point Value 5 criteria as an alternative to achieving a minimum ERS scale score of 5.5. Currently, National Accreditation at Point Value 5 refers to the National Association for the Education of Young Children (NAEYC).

Other National Accreditation must be approved by the California Department of Education prior to awarding the site five points for this element.

The rated site has the option to choose to earn five points through either independent assessment or national accreditation.

Core 3: Program and Environment

Element 7. Director Qualifications (Centers Only)

1 POINT

Indicator: 12 units of core ECE/CD (early childhood education, child development, family/consumer studies, or related field), plus 3 units in management/ administration.

2 POINTS

Indicator: 24 units of core ECE/CD, plus 16 units of General Education, plus 3 units of management/ administration

OR

Master Teacher Permit

3 POINTS

Indicator: Associate's degree with 24 units of core ECE/CD, plus 6 units of management/ administration plus 2 units of supervision **OR**

Site Supervisor Permit **AND**

21 hours PD annually **OC: 21 hours of PD is self-report in iPinwheel. All types of PD count.**

4 POINTS

Indicator: Bachelor's degree with 24 units of core ECE/CD, plus 8 units of management/ administration

OR

Program Director Permit **AND**

21 hours PD annually **OC: 21 hours of PD is self-report in iPinwheel. All types of PD count.**

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5 POINTS

Indicator: Master's degree with 30 units' core ECE/CD including specialized courses, 8 units of management/ administration

OR

Administrative Credential **AND**

21 hours PD annually **OC: 21 hours of PD is self-report in iPinwheel. All types of PD count.**

DETAILS (POINTS 1, 2, 3, 4 & 5)

Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

Center director is responsible for:

- Scheduling staff in accordance with licensing requirements and site needs
- Managing of all aspects of employee relations including performance review and training
- Meeting all licensing regulations, agency policies and procedures and the Education Code as applicable
- Accurate update of records on site including but not limited to enrollment, attendance, meal counts, daily logs, curriculum, child observations, and parent participation,
- The Designee for ensuring implementation of requirements of funding, including assessment, screening, curriculum, etc.
- The legal Designee to send and/or receive legal documents (i.e., restraining orders, suspected child abuse reports, unusual incident reports, etc.)

A director who is responsible for two or more sites may serve as the "program director" of all of the site locations provided that a person meeting qualifications at Point Value 1 is employed for each individual site/location. In this instance, both the "program director" and a designated lead teacher will meet the educational qualifications of center director.

Based on the California Code of Regulations, Title 22 sections 101215 and 101215.1

For example, state preschools located on the grounds of elementary school may have a "program director" of all the state preschool locations; however, at least one teaching staff person of a state preschool on each site must meet the educational qualifications of "center director."

Method to verify 21 hours of professional development is a local consortium decision.

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Note for clarification: Due to changes in course offerings of administration/management and supervision in colleges in California, if a course includes content in both administration/management AND supervision in ECE/CD, the two semester units will be met for three points.

For Point Values 2 through 5, qualifications are entered into the workforce registry for all administrators employed at the site. All higher education units are calculated by semester units (quarter units are converted to semester units).

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Glossary

Age groups are defined by QCC as:

- Infants – Birth through 17 months, or as defined by the assessment tool
- Toddlers – 18 through 35 months, or as defined by the assessment tool
- Preschool – 36 months through kindergarten entry, or as defined by the assessment tool

Ages and Stages Questionnaire® (ASQ) is a series of 19 parent-completed questionnaires designed to screen the developmental performance of children in the areas of communication, gross motor skills, fine motor skills, problem solving, personal social skills, and overall development across time. The age-appropriate scale is completed by the parent or caregiver. The items on the scale represent behaviors the child should be able to perform at that age.

Ages and Stages Questionnaire®: Social Emotional (ASQ:SE) Modeled after the ASQ, the ASQ: SE is a series of questionnaires about young children's social and emotional development. Identifying behavior through ASQ:SE-2 paves the way for next steps to helping children reach their fullest potential, such as further assessment or specialized intervention or ongoing monitoring.

California State Preschool Programs serve eligible three- and four-year-old children in part-day and full-day services that are developmentally, culturally, and linguistically appropriate. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees.

Center director provides direct on-site supervision and administrative support to teaching staff and children, provides ongoing communication with public and private agencies, and support to families in an early care setting with at least one classroom. For additional clarification, see the Detail section under Element 7 in this guide.

Certified CLASS® observer is a person who has attended a CLASS Observation Training and who has passed a CLASS Reliability Test within the past year. A Certified CLASS Observer has demonstrated a solid understanding of the CLASS tool and is qualified to code classrooms using the CLASS observation tool.

Classroom Assessment Scoring System® (CLASS®) is an observation tool designed by the University of Virginia to measure the quality of classroom processes and teacher-child interactions.

CLASS Affiliate Trainer receives certification through Teachstone, LLC. Certification is given to trainers who pass reliability on the CLASS tool and participate in Teachstone's Train-the-Trainer program. These trainers should be able to produce a certificate

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indicating that they successfully completed the Train-the-Trainer program along with a certificate demonstrating their current reliability on the CLASS tool (must be renewed annually). Certification is specific to each CLASS tool and its associated age group.

CLASS observation, also known as a CLASS assessment, is conducted by a Certified CLASS Observer.

Classroom is defined for the purpose of the QCC as:

- One teaching team using the same physical classroom space and working with the same age group.
- A group of children under a single teaching team. A classroom may be full-day or half-day. The definition of "group=classroom" in half-day morning and afternoon preschool is based on the consistency of the teaching team and consistency of the ages of children served.

Core 8 courses:

1. Child Growth and Development
2. Child, Family, and Community
3. Introduction to Curriculum
4. Principles and Practices of Teaching Young Children
5. Observation and Assessment
6. Health, Safety, and Nutrition
7. Teaching in a Diverse Society
8. Practicum

Desired Results Developmental Profile (DRDP) is a child observational assessment (not inclusive of the Desired Results for Children and Families – Parent Survey (optional)).

Desired Results Access supports special educators, administrators, and families in implementing the California Department of Education's Desired Results Developmental Profile (DRDP (2015)) for infants, toddlers, and preschoolers who have an IFSP or IEP

DRDP Online creates psychometrically valid reports for teachers and also meets the QCC requirements of state-level data.

Early learning site An early learning site is operated by an administration or entity at one physical location. If two administrations/entities are operating on the same site and are operating separately from one another (e.g., co-located), each is counted as a separate site.

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Evidence-based child assessment/observation tool provides the level of evidence to support the generality of a practice as indicated by research. Evidence may come from empirical evidence, through evaluation reports by an outside source or the developer, or by consensus documents published by a professional organization.

Familiarity with CLASS refers to the participating program's management, center director, family child care operator, and lead teacher, as appropriate, having a basic understanding of the CLASS assessment tool. This can include having attended overview orientations, webinars, training, college courses in which the tool was presented, or other forms of knowing the intent, purpose, and use of the tool, but not to the depth of completing observations.

Familiarity with ERS refers to the participating program's management, center director, family child care operator, and lead teacher, as appropriate, having a basic understanding of the relevant ERS assessment tool.

Group of children are children who are assigned for most of the day to a specific teacher or a team of teaching staff members and who occupy an individual classroom or well-defined space in a center. For FCCH, the number of children who are enrolled in the FCCH.

Head Start/Early Head Start are federally funded programs promoting school readiness of children under the age of five years from low-income families through education, nutrition, health, social, and other services.

In good standing refers to a licensed child care center or family child care home that currently does not have any of the following: (1) a non-compliance conference; (2) an administrative action taken or in the process of being taken (includes denied application, denied exemption, temporary suspension order, expedited revocation action, revocation action, or exclusion action that is being initiated, in process, or already taken); and (3) a probationary license. (See Health and Safety Code Sections 1596.773 and 1596.886.)

Lead Teacher is the adult with primary responsibility for a group of children. For the purposes of rating an early childhood classroom, lead teacher is the adult who meets the minimum licensing requirements as a teacher and any additional requirements for the point-level of the rating. When there is more than one teacher working in a group, the lead teacher shall be considered the person with the highest degree.

Participating sites are licensed centers, family child care homes, and license-exempt settings. Priority is given to participating programs that are serving children with high needs.

Professional Development refers to 21 hours of professional development or continuing education per year, consistent with the professional growth activities described in the Commission on Teacher Credentialing Child Development Permit Professional Growth Manual (http://www.ctc.ca.gov/credentials/manuals-handbooks/PG_Manual_ChildDev.pdf), pages 8 & 9.

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Points in QCC are based on sites' level of implementation of each quality element.

Program works with families means families are engaged in the screening process. The results are shared with the family in a confidential and supportive manner. Program staff use screening results to refer families to the appropriate agencies for further assessment, such as the local Regional Center, school district, and/or other resources.

Quality Rating and Improvement System (QRIS) is a "method to assess, improve, and communicate the level of quality in early care and education settings"³.

Regional Coordination and Training and Technical Assistance Hubs (Hubs) are developed for consortia participating in First 5 IMPACT and QCC. The primary focus of the Hubs is to provide coordination and specialized support to consortia within a region or with similar technical assistance needs to create economies of scale while building a local early learning system. As a regional body, the Hubs are required to:

- Help consortia identify local and regional strengths and assets, and determine local and regional gaps and needs
- Coordinate regional data collection and activities to implement the QCC elements and Systems Functions
- Reduce regional duplication of efforts
- Build local and regional expertise, and incorporate state and federal evidence-based practices models
- Maintain a strong connection to the QCC

Related Field refers to Education, Human Development, or a similar unit-based course that may be counted as a "child development related field" when a "substantial" amount of the coursework is focused on young children ages 0-5. QCC defers to the CTC and the Workforce Registry to determine whether coursework qualifies as a related field.

Reliable CLASS observer is an individual who has demonstrated their ability to observe and rate classrooms based on the CLASS quality indicators.

Teaching team consists of the same group of teachers over time.

Valid and reliable child assessment/observation tool refers to any assessment or tool whereby implementation from one time to the next and from one observer/implementer to the next is likely to yield the same results (reliability), and the instrument or tool measures what it says it measures in the defined audience or group (validity). Often, instrument validity is limited to a specific language, culture, or age group.

QUALITY START TO CQRIS Rating Matrix for Centers



ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
1. Child Observation All Children	Not required	Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	Program uses valid and reliable child assessment/ observation tool aligned with CA <i>Foundations & Frameworks</i> twice a year (from QRIS approved list)	Program uses DRDP (any view) at least twice a year, and DRDP data is used to inform ongoing curriculum planning	Program uses DRDP (any view) at least twice a year, and DRDP data is used to inform ongoing curriculum planning AND Program uploads results to DRDP Online
2. Health and Developmental Screenings All Children	Meets Title 22 Regulations: Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent "Physician's Report - Child Care Centers" or equivalent used at entry	Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent used at entry, AND repeat LIC 701 annually, OR Ensures vision and hearing screenings are conducted annually	Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter AND Meets Criteria from 2 point	Program works with families to ensure screening of all children using the ASQ at entry and as indicated by results thereafter AND Meets Criteria from 2 point	Program works with families to ensure screening of all children using the ASQ , and the ASQ-SE if indicated, at entry and then as indicated by results thereafter AND Staff use children's screening results to make referrals AND implement intervention strategies and adaptations as appropriate AND Meets Criteria from 2 point
3. Minimum Qualifications for Designated Lead Teacher	Meets Title 22 Regulations: 12 units of Early Childhood Education (ECE)/Child Development (CD)	Associate Teacher Permit OR 24 units of ECE/CD OR Associate Teacher Permit	Teacher Permit OR 24 units of ECE/CD + 16 units of General Education AND 21 hours professional development (PD) annually	Site Supervisor Permit OR Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD AND 21 hours PD annually	Program Director Permit OR Bachelor's degree or higher in ECE/CD (or closely related field) OR in any field plus 24 units of ECE/CD AND 21 hours PD annually
4. Effective Teacher-Child Interactions: 1/3 minimum sample of classrooms will be assessed	Not Required	Familiarity with CLASS for appropriate age group as available by one representative from the site	Independent CLASS assessment by reliable observer in at least 1/3 of classrooms. Results used to inform the program's continuous Quality Improvement Plan. No minimum score required.	Independent CLASS assessment by reliable observer in at least 1/3 of classrooms, with minimum Domain scores*: Pre-K <ul style="list-style-type: none"> Emotional Support - 5.5 Instructional Support - 3.5 Classroom Organization - 5.5 Toddler <ul style="list-style-type: none"> Emotional & Behavioral Support - 5.5 Engaged Support for Learning - 4 Infant <ul style="list-style-type: none"> Responsive Caregiving (RC) - 5.5 	Independent CLASS assessment by reliable observer in at least 1/3 of classrooms, with minimum Domain scores*: Pre-K <ul style="list-style-type: none"> Emotional Support - 5.5 Instructional Support - 3.5 Classroom Organization - 5.5 Toddler <ul style="list-style-type: none"> Emotional & Behavioral Support - 5.5 Engaged Support for Learning - 4 Infant <ul style="list-style-type: none"> Responsive Caregiving (RC) - 5.5

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ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
5. Ratios and Group Size: All Classrooms	Meets Title 22 Ratio Regulations: Infant 1:4 Toddler 1:6 Preschool 1:12	Ratio: Group Size* Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	Ratio: Group Size* Infant/Toddler – 3:12 Toddler – 2:12 Preschool – 2:24	Ratio: Group Size* Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	Ratio: Group Size* Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio, group size maximum 20
6. Program Environment : 1/3 minimum sample of classrooms will be assessed	Not Required	Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	ERS assessment in at least 1/3 of classrooms. Results used to inform the program's Continuous Quality Improvement Plan. No minimum score required.	Independent ERS assessment by reliable observer in at least 1/3 of classrooms, with minimum ERS classroom overall score average of 5.0*	Independent ERS assessment by reliable observer in at least 1/3 of classrooms, with minimum ERS classroom overall score average of 5.5 OR Proof of current NAEYC Accreditation
7. Program Director Qualifications	Meets Title 22 Regulations: 12 units ECE/CD+ 3 units management/administration	Master Teacher Permit OR 24 units ECE/CD + 16 units General Education +/with 3 units administrative on	Site Supervisor Permit OR Associate's degree with 24 units ECE/CD + 6 units administration and 2 units supervision AND 21 hours PD annually	Program Director Permit OR Bachelor's degree in ECE/CD (or closely related field), OR in any field plus 24 units ECE/CD + 6 units administration and 2 units supervision AND 21 hours PD annually	Master's degree or higher in ECE/CD (or closely related field), OR in any field plus 30 units ECE/CD + 6 units administration and 2 units supervision OR CA Administrative Services Credential AND 21 hours PD annually

Calculating Site Star Rating

A Site's Star Rating is determined by totaling all points earned at the highest point value in each QRIS Element.

★	★★	★★★	★★★★	★★★★★
Point Range 1-7 points*	Point Range 8 to 19**	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 to 35

*The One Star column is "blocked", meaning a site cannot exceed One Star, regardless of total points earned, unless all elements are scored at the 1 Point level or above.

**The Two Star column is "blocked", meaning a site cannot exceed Two Stars, regardless of total points earned, unless all elements are scored at the 2 Point level or above.

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EXHIBIT “E”

**Technology Services Agreement for
California Assembly Bill 1584
Compliance between Agency/District
and Early Quality Services**

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**TECHNOLOGY SERVICES AGREEMENT FOR
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

This Agreement is entered into between the Capistrano Unified School District ("School District/Agency") Early Quality and Systems, LLC ("Consultant") on July 1, 2020 ("Effective Date".)

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

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

WHEREAS, the School District/Agency and the Consultant desire to have the Technology Services Agreement and the services provided comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records¹ obtained by Consultant from School District/Agency continue to be the property of and under the control of the School District.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: Pinwheel is an adult-managed data Systems for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.

¹ Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5. The options by which a pupil may transfer pupil-generated content to a personal account include: iPinwheel is an adult-managed data Systems for infant, toddler and preschool programs. Unlike K12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:

Early Quality Systems Personally Identifiable Information Review Policy:

Early Quality Systems provides Pinwheel™ data Systems which may be used by Providers to store Personally Identifiable Information of Parents, legal guardians, or children/pupils. Early Quality Systems does not work directly with Personally Identifiable Information of Parents, legal guardians, or children/pupils. Parents, legal guardians, or eligible pupils may review personally identifiable information and correct erroneous information by contacting their Early Childhood Education Provider.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:

EQS Security and Confidentiality Program- Policies and Procedures

Employee Training and Management

In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems management shall implement, maintain and enforce the following employee management and training safeguards:

- * All employees and independent contractors are responsible for complying with the Early Quality System's Program.
- * Early Quality Systems will check references of each potential employee prior to the commencement of the applicant's employment.
- * Early Quality Systems will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
- * All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
- * All new employees, and independent contractors who perform services in the Early Quality Systems, that have access to customer information will participate in the Early Quality System's information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality System's Program. Training will recur

at least once each year, or sooner, as determined by Early Quality Systems management and as required by changes to the Program.

* Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:

- Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
- Locking rooms and file cabinets where paper records are kept.
- Using password-activated computer software, Systems, applications or terminals or an automatic log-off function that terminates access after a short period of inactivity.
- Using strong passwords (at least eight characters long and alpha-numeric).
- Changing passwords periodically, and maintaining the security of passwords.
- Sending electronic information over secure channels only.
- Appropriately disposing of paper and electronic records.
- Other training as determined appropriate by management from time to time.

* Early Quality Systems will take appropriate steps to encourage awareness of, and compliance with the *EQS Security and Confidentiality Program*.

* All employees and independent contractors will be permitted to access customer information on a "need-to-know" basis as determined by Early Quality Systems management.

* Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality Systems.

* All persons who fail to comply with the *EQS Security and Confidentiality Program* shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality Systems. This remedy shall be expressly provided for in Dealer's agreements with such independent contractors.

Information Systems

* In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems shall implement, maintain and enforce the following information System safeguards:

- All records containing customer information shall be stored and maintained in a secure area located in the United States.
- Paper records shall be stored in a room, cabinet, or other container that is locked when unattended. The *EQS Security and Confidentiality Program* Coordinator shall control access to such areas.
- All storage areas shall be protected against destruction or potential damage from physical hazards, like fire or floods.
- Electronic customer information shall be stored on secure servers. Access to such information shall be password controlled, and the *EQS Security and Confidentiality Program* Coordinator shall control access to such servers.

- Customer information consisting of financial or other similar information (e.g., social security numbers, etc.) shall not be stored on any computer Systems with a direct Internet connection.

- All customer information shall be backed up on a daily basis. Such back up data shall be stored in a secure location in the United States as determined by the *EQS Security and Confidentiality Program* Coordinator.

* All electronic transmissions of customer information, whether inbound or outbound, shall be performed on a secure basis.

- Inbound credit card information, credit applications, or other sensitive financial data transmitted to the Early Quality Systems directly from consumers shall use a secure connection, such as a Secure Sockets Layer (SSL) or other currently accepted standard, so that the security of such information is protected in transit. Such secure transmissions shall be automatic.

- Consumers shall be advised against transmitting sensitive data, like account numbers, via electronic mail.

- Early Quality Systems shall require by contract that inbound transmissions, including emails with attachments, of customer information delivered to the Early Quality Systems via other sources be encrypted or otherwise secured.

- All outbound transmissions of customer information shall be secured in a manner acceptable to the *EQS Security and Confidentiality Program* Coordinator.

- To the extent sensitive data must be transmitted to the Early Quality Systems by electronic mail, such transmissions shall be password controlled, encrypted and/or otherwise protected from theft or unauthorized access at the discretion of the Program Coordinator.

- The *EQS Security and Confidentiality Program* Coordinator shall review all vendor applications to ensure an appropriate level of security both within the Early Quality Systems and with the Early Quality System's business partner and vendors.

* Information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, shall be encrypted.

* All paper transmissions of customer information by the Early Quality Systems shall be performed on a secure basis.

- Sensitive customer information shall be properly secured at all times.
- Customer information delivered by the Early Quality Systems to third parties shall be kept sealed at all times.
- Paper-based customer information shall not be left unattended at any time it is in an unsecured area.

* All customer information shall be disposed of in a secure manner. Early Quality Systems will provide a letter of completion to the School District when all customer information is disposed of (e.g., erased, or destroyed) at the end of the contract term.

- The *EQS Security and Confidentiality Program* Coordinator shall supervise the disposal of all records containing customer information.

- Paper based customer information shall be shredded and stored in a secure area until a disposal or recycling service picks it up. All hard drives, diskette, magnetic tapes, or any other electronic media containing customer information shall be erased and/or destroyed prior to disposing of computers or other hardware.
- All hardware shall be effectively destroyed.
- All customer information shall be disposed of in a secure manner after any applicable retention period.

* The *EQS Security and Confidentiality Program* Coordinator shall maintain an inventory of Early Quality Systems computers, including any handheld devices or PDAs, on or through which customer information may be stored, accessed or transmitted.

* The *EQS Security and Confidentiality Program* Coordinator shall develop and maintain appropriate oversight or audit procedures to detect the improper disclosure or theft of customer information. Information Security Policies and Procedures – Detecting, Preventing and Responding to Attacks, Intrusions or Other Systems Failures:

In keeping with the objectives of the Program, the Early Quality Systems shall implement, maintain and enforce the following attack and intrusion safeguards:

* The *EQS Security and Confidentiality Program* Coordinator shall ensure the Early Quality Systems has adequate procedures to address any breaches of the Early Quality System's information safeguards that would materially impact the confidentiality and security of customer information.

* The procedures shall address the appropriate response to specific types of breaches, including hackers, general security compromises, denial of access to databases and computer Systems, etc.

* The *EQS Security and Confidentiality Program* Coordinator shall utilize and maintain a working knowledge of widely available technology for the protection of customer information.

* The *EQS Security and Confidentiality Program* Coordinator shall communicate with Early Quality System's computer vendors from time to time to ensure that the Early Quality Systems has installed the most recent patches that resolve software vulnerabilities.

* Early Quality Systems shall utilize anti-virus software that updates automatically.

* Early Quality Systems shall maintain up-to-date firewalls.

* The Program Coordinator shall manage the Early Quality System's information security tools for employees and pass along updates about any security risks or breaches.

* The *EQS Security and Confidentiality Program* Coordinator shall establish procedures to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure.

* The *EQS Security and Confidentiality Program* Coordinator shall ensure that access to customer information is granted only to legitimate and valid users.

* The *EQS Security and Confidentiality Program* Coordinator shall notify customers promptly if their customer information is subject to loss, damage or unauthorized access or breach.

Risk Systems

The *EQS Security and Confidentiality Program* Coordinator shall conduct a risk Systems to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of customer information that could result in its unauthorized disclosure, misuse, alteration, destruction or other compromise, and assess the sufficiency of any safeguards in place to control these risks.

The risk Systems shall cover all relevant areas of the Early Quality Systems operations, as determined by the *EQS Security and Confidentiality Program* Coordinator. At a minimum, the risk Systems shall cover the following:

- Employee training and management;
- Information Systems, including network and software design, as well as
- Information processing, storage, transmission and disposal; and
- Detecting, preventing and responding to attacks, intrusions or other Systems failures.

Once the *EQS Security and Confidentiality Program* Coordinator has identified the reasonably foreseeable risks to the Early Quality System's customer information, the *EQS Security and Confidentiality Program* Coordinator will determine whether the Early Quality System's current policies and procedures in these areas sufficiently mitigate the potential risks identified. If not, the Coordinator shall design new policies and procedures that meet the objectives of the Program. Final policies and procedures that meet the objectives of the Program shall be made part of the Program.

Audit

The *EQS Security and Confidentiality Program* Coordinator shall regularly test or audit the effectiveness of the Early Quality System's safeguards' key controls, Systems, and procedures, to ensure that all safeguards implemented as a result of the risk Systems are effective to control the risks identified in the risk Systems. The Coordinator shall revise current safeguards and/or implement new safeguards as necessary to ensure the continued viability of the Program.

Overseeing Service Providers

The *EQS Security and Confidentiality Program* Coordinator shall be responsible for overseeing the Early Quality System's service providers who handle or have access to customer information. The Program Coordinator shall take reasonable steps to select and retain service providers that are capable of maintaining safeguards to protect the specific customer information handled or accessed by each service provider that are consistent with the level of safeguards employed by the Early Quality Systems for such information.

The *EQS Security and Confidentiality Program* Coordinator shall review and approve each service provider contract prior to its execution by the Early Quality Systems to

ensure that each contract contains appropriate obligations of the service provider to comply with the Early Quality System's safeguarding requirements.

Periodic Reevaluation of the Program

The *EQS Security and Confidentiality Program* Coordinator shall reevaluate and modify the Program from time to time as the Program Coordinator deems appropriate. The Program Coordinator shall base such reevaluation and modification on the following:

- The results of the Program Coordinator's testing and monitoring efforts;
- Any material changes to the Early Quality System's operations, business or information technology arrangements; or
- Any other circumstances that the *EQS Security and Confidentiality Program* Coordinator knows, or has reason to know, may have a material impact of the Program. In order to assist the *EQS Security and Confidentiality Program* Coordinator in the regard, the Early Quality Systems shall keep the *EQS Security and Confidentiality Program* Coordinator apprised of the nature and extent of all third party relationships and any operational changes or other matters that may impact the security or integrity of the Early Quality System's customer information.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to OCDE, School District, and an affected parent, legal guardian, or eligible pupil pursuant to the following procedure:

Early Quality Systems Unauthorized Disclosure of Pupil Record Data Action Plan:

When an unauthorized disclosure of pupil record data has occurred (breach) the following steps shall be taken by the Early Quality Systems(EQS) Program Coordinator:

- * Validate the data breach. Do not assume that every identified incident is actually a breach of PII. Examine the initial information and available logs to confirm that a breach has occurred. If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).
- * Begin breach response documentation and reporting process. Coordinate the flow of information to Client
- * Include representatives from EQS and Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
- * Immediately determine the status of the breach (on-going, active, or post breach).
- * If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to Systems/data and preserve evidence for investigation.
- * Document all mitigation efforts for later analysis.

- * Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
- * If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)
- * Identify all affected data, machines, and devices.
- * Conduct interviews with key personnel and document facts (if criminal activity is suspected,
 - * coordinate these interviews with law enforcement).
- * When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.
- * Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
- * Reach out to data owners as soon as possible to notify them about the breach.
- * Foster a cooperative relationship between the incident response team and data owners.
- * Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure:

Early Quality Systems-End of Contract Data Transfer Process:

Early Quality Systems provides extensive data export capabilities allowing the export of all Pinwheel data to its customer at any time. This process may be executed at the end of contract period or at any time desired. Contract data may downloaded by following these steps:

- * Customer should first ensure that browser downloads of Pinwheel data go to a secure download environment all Pinwheel downloads are done via SSL browser should be set to download on a secure/encrypted drive

* Download all data by following these steps in Pinwheel, Log on as admin user. from main menu go to exports page for each data item select item type (radio button) and then select export each export file will be downloaded as an excel file

* Alternatively log on as statistical analysis user create workspace select all data files in Pinwheel download all Pinwheel files using links on Statistical Analysis Data Files each export file will be downloaded as a CSV file

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

Early Quality Systems FERPA Policy

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of Early Quality Systems, LLC. (EQS) Student Information Systems and Program Management Systems, agencies, and funders enter personally identifiable information about their infant, toddler, and preschool students into the Pinwheel website (Pinwheel).

EQS, through Pinwheel, supplies capabilities for the agencies and funders to use the personally identifiable information in the context of a Student Information Systems and Program Management Systems. EQS has no direct use of the personally identifiable information. The agreements between the funder and EQS meet the requirements for the consent requirement for the release of student records.

EQS agrees to only use the personally identifiable student information supplied by the agencies and funder for the specified purposes and to return or delete the personally identifiable information when the funder is no longer under contract with the EQS; in this way, the data owner retains control over its data as required under FERPA.

As required under FERPA, notation is made on the student's record that their data is shared with the agency they are enrolled in and the funder; individual students have a right to request the identity of any organization with which their enrollment information was shared.

The EQS does not data-mine or commercialize information held for agencies or the funder and it does not collect any information directly from students or their parents.

California AB 1584 Compliance Checklist for School District Technology Services Agreements

Technology services agreements entered into, amended, or renewed by a local education agency on or after January 1, 2015 must include specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party provider to access, store and use pupil records. All of the following requirements must be included in such contracts:

- A statement that pupil records continue to be the property of and under the control of the school district;
- A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account;
- A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract;
- A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;
- A description of the actions the third party will take—including the designation and training of responsible individuals—to ensure the security and confidentiality of pupil records;
- A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;
- A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced (NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.);
- A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and
- A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

CAPISTRANO UNIFIED SCHOOL DISTRICT

EARLY QUALITY SYSTEMS, LLC



Authorized Signature
Susan Holliday Ed.D.
Chief Administrative Officer
Education and Support Services

Authorized Signature

Printed Name and Title

Claire Marie Doyle-Crandall, Director of Operations

Printed Name and Title

Date February 17, 2021

Date 12/15/2020

EXHIBIT “F”

California Early Care and Education Workforce Registry Privacy Policy

California Early Care and Education Workforce Registry Privacy Policy

The California Early Care and Education ("ECE") Workforce Registry (the "Registry") takes the protection of personal information seriously and we are committed to maintaining the security and integrity of your personal information. This notice tells you why and how we collect, share, and protect your personal information. Please read this notice carefully.

A. How you can use information in the Registry

Your membership in the Registry is a benefit to you because it maintains an easily accessible record of your education, training, and employment. This record can be used for career advancement, program reporting, accreditation, and for applying for stipends and scholarships. You also have access to professional development opportunities, a job board, and a resume builder. Your membership is also a benefit to the ECE field as a whole, as we help programs, researchers, and policy makers improve the quality of care and education for young children.

B. How we use information in the Registry

The Registry is a data system that maintains information about individuals working in the ECE field. The Registry can be used in different ways by ECE professionals, programs, public officials, and advocates. Information in the Registry will be used to:

- Bring professional recognition to the ECE Workforce
- Assist members of the ECE workforce and their supervisors with professional development planning and accessing professional development opportunities
- Assist members of the ECE workforce and their supervisors with documenting the education, training and/or professional certifications required by accrediting organizations like the National Association for the Education of Young Children (NAEYC), California Department of Education – Early Education Support Division and Quality Rating and Improvement Systems (QRIS)
- Inform policymakers and state planners about the ECE workforce in order to track progress toward state workforce goals
- Demonstrate the importance of increasing compensation to a level reflective of education, training, and experience

C. What type of personal information we collect

The type of personal information we collect and share depends on what you, your employer and administrators of the ECE workforce activities¹ in which you participate share with us. This information can include, but not be limited to:

- Contact and demographic information
- Current employment and work history
- Degrees, college coursework and training
- Professional certifications

D. How we protect your personal information

To protect your personal information from unauthorized access and use, the Registry employs a variety of security measures. These measures include digital safeguards, such as secure servers and encrypted data, as well as physical safeguards, such as secure files and buildings.

E. How we collect your personal information

We collect your personal information, when you:

- Create or update your Registry profile
- Submit education, professional certification and/or training documents
- Participate in training provided by an approved Training Sponsor

F. How you can access and update your personal information

Registry members² can access and update their personal data (e.g., contact and employment information) by logging into their account.

¹ ECE workforce activities can include professional development training, academic advisement and stipend and compensation programs.

² Registry members include all individuals who create and maintain a Registry profile.

G. Who else can update my personal information

Registry Administrators can add or update members' contact information, education, professional certifications, and training records because they are responsible for verifying this information. In addition, training sponsors can update members' training record by confirming participation in professional development and employers can update members and employment information.

H. How we share information

In most cases, members' personal information is not disclosed in a way that reveals their identity. Instead, information about all or a subset of Registry members is summarized and shared for specific purposes. These purposes include: ECE workforce planning, research and evaluation, program reporting, and public education. Personal information is not shared with other Registry members or the public.

The Registry provides access to or shares limited personal information to authorized officials that have a legitimate need to access the personal information for pre-determined purposes. Authorized officials include members' current employers and our affiliates³. Members' personal information will only be shared after a member applies for or participates in services provided by an affiliate. The types of personal information authorized officials may have access to are outlined in the table below.

Personal Information Accessible by Authorized Officials

Type of Information ⁴	Registry Administrators	Employers	Training Sponsors	QRIS Administrators	Professional Development Initiative Administrators (Stipends)	Compensation Initiative Administrators	CDE EESD Field Services
Contact Information	✓	✓	✓	✓	✓	✓	✓
Demographic Information	✓	✓	✓	✓	✓	✓	
College Coursework and Degrees	✓	✓		✓	✓	✓	
Professional Certifications	✓	✓		✓	✓	✓	✓
Training and Professional Development	✓	✓	✓	✓	✓	✓	
Current Employment	✓	✓	✓	✓	✓	✓	✓
Employment History	✓						
Staff QRIS Level	✓	✓		✓	✓	✓	
Career Ladder Level	✓	✓		✓	✓	✓	
Income	✓	✓			✓ ⁵	✓	
Social Security Number ⁶	✓				✓		

I. What if you have questions about privacy or data sharing?

If you have concerns about the Registry Privacy Policy or data sharing please contact the ECE Workforce Registry at:

CAREgistry@ccala.net
Toll free: 888-922-4453
Local: 323-274-1380

³ Affiliates are entities that have a formal relationship with the Registry, established by a written agreement that specifies what data will be shared, under what conditions and permissible uses of the data.

⁴ The Registry will limit the data elements shared with Authorized Officials for each "Type of Information" indicated in the table above based on business need.

⁵ Income is only shared with Authorized Officials when the stipend program has income thresholds for eligibility.

⁶ Social Security Number is only required for Registry members participating in stipend programs.

EXHIBIT "G"

**"Authorization for Use or Disclosure
of Student Information to and from
Preschool Agencies" Form**

SAMPLE ONLY
PLEASE DOWNLOAD THIS FORM (AVAILABLE IN ENGLISH AND SPANISH) FROM IPINWHEEL RESOURCE FOLDER, AND CUSTOMIZE WITH YOUR PROGRAM INFORMATION. THIS FORM MUST BE SIGNED AND COLLECTED FOR EACH STUDENT WHO IS ENTERED INTO IPINWHEEL.

AUTHORIZATION FOR USE OR DISCLOSURE OF STUDENT INFORMATION TO AND FROM PRESCHOOL AGENCIES

Completion of this document authorizes the disclosure and/or use of personally identifiable student information between your child’s preschool, (insert name of preschool agency here) and the Orange County Department of Education’s QualityStart OC QRIS for program evaluation and service planning purposes.

USE AND DISCLOSURE INFORMATION RELATED TO:

Student Name: _____
Last First MI Date of Birth

I, the undersigned, do hereby authorize _____, and the Orange County Department of Education’s, QualityStart OC QRIS to exchange information regarding the above named Student.

Requested information shall be limited to the following: your child’s ethnicity, primary language and results from Screening Tools: ASQ-3 and ASQ-SE/Developmental Assessment: DRDP-2015/Special Needs (IFSP/IEP)

RESTRICTIONS ON RE-DISCLOSURE

California law prohibits the requestor from making further or additional disclosure of private information to another third party unless the requestor obtains another authorization from you, or the disclosure is specifically required or permitted by law.

YOUR RIGHTS

This authorization shall be for one year. However, you may revoke this authorization at any time by submitting written revocation signed by you or your representative and delivered to the agency/persons listed above. Your revocation will be effective upon receipt, but will not be effective to the extent that the requestor or others have acted in reliance on this authorization. You have the right to receive a copy of this authorization.

Approval: _____
Printed Name Signature Date

Relationship to Student Area Code and Telephone Number

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Prepared by: David Stewart, Assistant Superintendent, School Leadership and Instruction, Elementary

Date: February 17, 2021

Board Item: Memorandum of Understanding and Agreement for Use of Emerald Cove Outdoor Science Institute Facilities, Supplies, Equipment and Services Public School Districts School Year 2020-2021

HISTORY

Emerald Cove Outdoor Science Institute 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

Many District Schools, including Bathgate, George White, Las Palmas, Viejo, Del Obispo, Wood Canyon, Castille, Reilly, San Juan and Oak Grove Elementary Schools have attended Emerald Cove Science Institute in past years.

CURRENT CONSIDERATIONS

For the 2020-2021 school year, Bathgate and Reilly Elementary School students will attend the Emerald Cove Science Institute Virtual Science Camp. Bathgate Elementary School will attend this virtual science camp from February 16 – 19, 2021, and Castille Elementary School will attend the virtual science camp from May 17 – 21, 2021. Each session is 1.5 – 2 hours of instruction. It is estimated that 185 grade 5 students will virtually attend the Emerald Cove Science Institute Virtual Science Camp in 2020-2021.

FINANCIAL IMPLICATIONS

The estimated total expenditure under this contract is \$6,800 funded by gift funds at each site.

STAFF RECOMMENDATION

Approval of the Memorandum of Understanding and Agreement for Use of Emerald Cove Outdoor Science Institute Facilities, Supplies, Equipment and Services Public School Districts School Year 2020-2021

PREPARED BY: David Stewart, Assistant Superintendent, School Leadership and Instruction, Elementary

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

AGREEMENT FOR EMERALD COVE OUTDOOR SCIENCE INSTITUTE SERVICES
PUBLIC SCHOOLS
SCHOOL YEAR 2020-2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the **Emerald Cove Outdoor Science Institute, Inc. (ECOS)**, and Capistrano Unified School District (School/District), regarding distance learning opportunities provided in partnership with Sacramento County Office of Education's Sly Park Environmental Education Center (Sly Park) for School/District students.

A. Term and Termination

Once signed by both parties, this MOU is in effect from January 1 (the "Effective Date") through June 30, 2021.

This agreement may be terminated by either party by giving 30-days written notice.

B. ECOS agrees to:

1. Develop and provide a week-long (i.e., five business days) virtual camp related to science and environmental education. The camp will occur 1.5-2.0 hours per day via Zoom for five days.
2. Assign students, as appropriate, a home investigation task that will accompany camp activities.
3. There will be self-guided nightly activities that will complement the lesson provided that day.
4. Provide all camp learning materials digitally to the classroom teacher as a resource.
5. Provide all camp science kit materials to the school one week prior to the beginning of the lesson.
6. Provide a link to Zoom one week prior to the start of the first camp session. The foregoing services may collectively be referred to as the "Services," as further described in Exhibit A, Statement of Work, attached hereto and incorporated herein.

C. School/District agrees to:

1. Commit to a scheduled time each week. If a time change is needed, the School/District will contact the Director directly.
2. The classroom teacher will act as a Zoom co-host and assist in the admission of students into the meeting.
3. Identify student participants and communicate attendance, confidentiality, and behavior expectations to the students.
4. The science camp teacher will redirect off-task behaviors. However, the teacher of record will address any behavior issues that may occur.

D. Payment

1. Pricing for the virtual camp will be \$1,200 per class (recommended limit of 30 students per class.)
2. The price listed above is per class attending the virtual camp. The School/District will be invoiced the full amount for the virtual camp two weeks prior to the camp start date. Payment will be due upon receipt of the invoice and must be received within 30 days.

E. General Terms

1. Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision will survive the termination of the MOU.

2. Independent Agents. This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
3. Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
4. Insurance. All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.
5. Force Majeure. No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part. Provided, that the delayed or

defaulting party shall immediately notify the other party of the force majeure event, an estimate of the duration of the event, and the delaying or defaulting party's plan to mitigate the effects of the delay or default.

6. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
7. Execution. The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

**Emerald Cove Outdoor Science
Institute, Inc.**
Stephen Kuljis
Director

School/District

[School/District representative's name
and title]

Signature

Signature

Date

Date

AGREEMENT FOR USE OF EMERALD COVE OUTDOOR SCIENCE INSTITUTE
SERVICES
PUBLIC SCHOOLS
SCHOOL YEAR 2020-2021

Exhibit A
Statement of Work

I. Generally

a. Agreement. This Statement of Work is appended to that certain agreement dated effective January 1, 2021 (the “Agreement”) entered into by and between the Emerald Cove Outdoor Science Institute and Capistrano Unified School District (“School/District”). Capitalized terms used but not defined in this Statement of Work shall have the meanings given them in the Agreement.

II. Scope of Work / Services

a. Services. In exchange for the compensation contemplated under this Agreement, ECOS will provide the School/District with services associated with the ECOS Virtual Science Camp (i.e., five (5) sessions of instruction, 1.5 – 2 hours in duration (the “Services”).

b. Delivery Dates / Locations. The foregoing Services will be performed or delivered to the following locations pursuant to the following schedule:

School/District	Grade	Number of Classes	Start Date	Number of Days	Tuition ¹	Total Tuition
Castille	5 th	4	5/17/21	5	\$1,200	\$4,800
Bathgate	5 th	2	2/16/21	4	\$1,000	\$2,000

III. Compensation

a. In exchange for the Services and deliverables described above, School/District agrees to pay ECOS pursuant to Section D of the Agreement, as follows:

1) The total tuition listed in item II(b) of this Exhibit A will be due and payable within thirty (30) days of the date of invoice sent by ECOS.

2) Late payment: All payments not received within the time frame specified above shall bear interest at the lesser rate of 18% per annum (1.5% per month) or the maximum rate permitted by law. Payments will thereafter be applied first to accrued

¹ Subject to change from school year to school year

interest and then to the principal unpaid balance. If payment of invoices is not current, ECOS may, at its option, suspend performance of Services.

b. Other

1. Additional Enrollment. Should School/District wish to add classes to this AGREEMENT, ECOS shall generate an addendum to this Exhibit "A", indicating the name of the School/District, the number of additional classes, the fees, and the date(s) of participation. For the request for additional students to become effective, the addendum shall be signed by an authorized representative of School/District and returned to ECOS.

2. Cancellations and/or modifications to the number of classes indicated in a purchase order are allowed with written approval from ECOS representative.

3. All fees quoted are in US Dollars.

4. School/District will remit payments to ECOS at the following address: P.O. Box 1027, San Clemente, CA 92674

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

SCHOOL/DISTRICT: CAPISTRANO UNIFIED

EMERALD COVE OUTDOOR SCIENCE INSTITUTE

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINT NAME: David Stewart

PRINT NAME: Stephen Kuljis

TITLE: Assistant Superintendent, School Leadership and Instruction, Elementary

TITLE: Director

DATE: February 1, 2021

DATE: January 27, 2021

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

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

Prepared by: Peggy Baerst, Executive Director, Elementary Education- Preschool-Grade 5

Date: February 17, 2021

Board Item: Addendum to the Agreement for Additional Schools Participating in the Inside the Outdoors School Programs, Agreement Number 13017, Addendum No.1 and 2

HISTORY

The Orange County Department of Education’s (OCDE) Inside the Outdoors (ITO) program provides engaging outdoor education field trip experiences and assemblies on science topics for schools and districts in Southern California.

BACKGROUND INFORMATION

The Board approved, on December 16, 2020, the participation of 3 schools in OCDE’s ITO “Traveling Scientist” virtual program for a variety of dates and session across the 2020-2021 school year. Wood Canyon Elementary School has expressed interest in adding another 2 sessions in 2 separate addendums.

CURRENT CONSIDERATIONS

Wood Canyon Elementary School would like two additional “Traveling Scientist” virtual assembly programs for their students. Inside the Outdoors offers multiple 45 – 75 minute “Traveling Scientist” program assemblies on a variety of topics. These additional assemblies will help inspire and promote student interest in science. It is estimated that an additional 78 students will participate in the OCDE Inside the Outdoors “Traveling Scientist” assembly with Addendum No. 1 and an additional 42 students with Addendum No. 2, of which both will be virtual.

FINANCIAL IMPLICATIONS

There is no financial implication, as there is no charge for this virtual program.

STAFF RECOMMENDATION

Approval of Addendum to the Agreement for Additional Schools Participating in the Inside the Outdoors School Programs, Agreement Number 13017, Addendum No. 1 No. 2.

PREPARED BY: Peggy Baerst, Executive Director, Elementary Education- Preschool-Grade 5

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support
Services



**Orange County Department of Education
Contracts Unit - Inside the Outdoors**

200 Kalmus Drive, P.O. Box 9050
Costa Mesa, CA 92628-9050
Phone: 714-708-3885
Fax: 714-668-7953
Email: itocontracts@ocde.us



ADDENDUM
Agreement for Participation
Inside the Outdoors

Date: December 23, 2020
To: Peggy Baerst, Executive Director
Capistrano Unified
From: Orange County Department of Education
Contracts Unit
Subject: **Agreement for Additional School(s) Participating in
Inside the Outdoors® Virtual Programs
Agreement Number: #13017, Addendum Number: #1**

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 days** before your school(s) Program(s). To complete our Agreement please send to the above address, fax or email.

You are financially responsible for at least 90% of the full cost of the scheduled program(s), as per terms of the signed Agreement. If a school has received a grant from Inside the Outdoors Foundation, the cost of the program may be covered or partially covered. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

To reschedule, a notice of twenty business days is required and an additional \$100.00 fee may be charged. **Cancellations require a written notice to Inside the Outdoors of a minimum of twenty (20) business days prior to participation.** If an equivalent replacement cannot be found for the open date, your school will be billed for ninety percent (90%) of the full cost of the scheduled programs.

Please see your Agreement for further details regarding our virtual presentations and the protection of our content. A decision to postpone a program due to technical difficulties exceeding fifteen (15) minutes may be made by Inside the Outdoors staff. Your school's group(s) will be rescheduled at a mutually agreed upon date when space is available. For all virtual programs, one session minimum fee applies ([see Fee Schedule for details](#)).

School	Site/Program	Schedule Date	Grade	Number of Presentations	Number of Students	Fee	Comments
Wood Canyon	Virtual Program - Rethink Resources	5/28/2021	4	3	78	no charge	Grant, was 1/15 fire

Note: Reschedule

*Please refer to Section 10.0 and Sections 11.0 and 11.1 in your Agreement for further details on enrollment charges.

Call (714) 708-3885 if you have questions. Thank you for partnering with us to nurture healthier, happier and smarter students through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

Capistrano Unified

 School District

 Authorized Signature

Peggy Baerst

 Print Name

Executive Director

 Title

_____ Date December 23, 2020



**Orange County Department of Education
Contracts Unit - Inside the Outdoors**

200 Kalmus Drive, P.O. Box 9050
Costa Mesa, CA 92628-9050
Phone: 714-708-3885
Fax: 714-668-7953
Email: itocontracts@ocde.us



ADDENDUM
Agreement for Participation
Inside the Outdoors Virtual Programs 2020/2021

Date: January 15, 2021
To: Peggy Baerst, Executive Director
Capistrano Unified
From: Orange County Department of Education
Contracts Unit
Subject: **Agreement for Additional School(s) Participating in
Inside the Outdoors® Virtual Programs
Agreement Number: #13017, Addendum Number: #2**

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 days** before your school(s) Program(s). To complete our Agreement please send to the above address, fax or email.

You are financially responsible for at least 90% of the full cost of the scheduled program(s), as per terms of the signed Agreement. If a school has received a grant, the cost of the program may be covered in full. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

To reschedule, a notice of twenty business days is required and an additional \$100.00 fee may be charged. **Cancellations require a written notice to Inside the Outdoors of a minimum of twenty (20) business days prior to participation.** If an equivalent replacement cannot be found for the open date, your school will be billed for ninety percent (90%) of the full cost of the scheduled programs.

Please see your Agreement for further details regarding our virtual presentations and the protection of our content. A decision to postpone a program due to technical difficulties exceeding fifteen (15) minutes may be made by Inside the Outdoors staff. Your school's group(s) will be rescheduled at a mutually agreed upon date when space is available. For all virtual programs **not** covered by a grant, one session minimum fee applies, (see Fee Schedule for details). If your school has received a grant, the cost of the program may be covered in full.

School	Site/Program	Schedule Date	Grade	Number of Presentations	Number of Students	Fee	Comments
Wood Canyon	Virtual Program - Rethink Resources	5/21/2021	2	2	42	no charge	was 1/14

Note: Reschedule

*Please refer to Section 10.0 and Sections 11.0 and 11.1 in your Agreement for further details on enrollment charges.

Call (714) 708-3885 if you have questions. Thank you for partnering with us to nurture healthier, happier and smarter students through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

Capistrano Unified

 School District

 Authorized Signature

Peggy Baerst

 Print Name

Executive Director

 Title

_____ Date January 15, 2021

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services
Prepared by: Wendy Pospichal, Executive Director, Integrated Support Services

Date: February 17, 2021

Board Item: Memorandum of Understanding Agreement No. 50814 with the Orange County Superintendent of Schools for Mental Health Student Services Act Partnership 2020-2024

HISTORY

The District first began working with the Orange County Department of Education (OCDE) and other school districts in Orange County in the 2019 – 2021 school year, in a joint application for the Mental Health Student Services Act (MHSSA) grant. The application focused on funding partnerships between educational and county mental health agencies with the goal of increasing access to mental health services in locations that are easily accessible to students and their families.

BACKGROUND INFORMATION

On February 25, 2020, the Orange County Board of Supervisors authorized the Orange County Health Care Agency (OCHCA) to apply for the MHSSA grant in partnership with OCDE. All 27 school districts in Orange County and alternate and charter schools joined the OCDE in this effort. OCDE was notified of the MHSSA grant award on April 23, 2020. The approval of the MHSSA Partnership Memorandum of Understanding (MOU) is an initial agreement and is separate from any other MOUs with OCDE.

CURRENT CONSIDERATIONS

The County agreed to pay OCDE the full MHSSA grant amount to provide 7 regional Mental Health Student Services Coordinators and related services. OCDE agreed to accept the full MHSSA grant amount to coordinate a variety of mental health services for students and families, focusing on creating a coordinated system of access and care. The Regional Coordinators provide a direct resource for District staff in supporting the mental health needs of District students. The Regional Coordinators do not meet directly with students. The term of the MOU commences on September 1, 2020 and ends August 31, 2024. The onset of COVID-19 affected OCDE’s initial roll out of the grant and hiring of the Regional Coordinators, and District staff’s submission of the grant to Trustees for approval. As the effective date of the MHSSA grant precedes the February 17, 2021 Board meeting, the request is for the ratification of the MOU.

As the lead agency for the MHSS grant, OCDE will coordinate the collaborative effort to plan and implement the program, including coordinating communication and collaboration among MHSSA

partners, including the behavior health department, District, school partners, and community service providers. OCDE will train District and school representatives as members of mental health service care coordination teams. OCDE will collaborate between service providers and the District, develop referral pathways, and facilitate countywide and regional team meetings. OCDE will coordinate targeted outreach and linkage to services for students. OCDE will develop communication and referral protocols to facilitate more timely access to mental health services and resources. The OCDE will also identify train-the-trainer opportunities for school mental health personnel to increase capacity to provide evidence-based approaches to identifying and addressing mental health issues among students.

The District agrees to provide an in-kind District Level Administrator or designee to meet regularly with the designated Regional Mental Health Student Services Coordinator to support and facilitate coordination of all MHSSA services, and participate in quarterly countywide and monthly regional MHSSA partner meetings, and participate in project monitoring and evaluation activities. The District agrees to maintain and share aggregate data related to the provision of targeted and intensified service implementation. The District agrees to maintain and share student level information for purposes of care coordination and service implementation such as providing their designated Regional Mental Health Student Services Coordinator with an account to access local student information system, cumulative files, and other relevant student data. The District agrees to make records for students served under MHSSA available to the county, Department of General Services, or the Bureau of State Audits or their designated represented, upon request or as a part of an audit. The District agrees to maintain records for a minimum of 3 years after the end of the grant period unless a longer period of records retention is stipulated.

The District will participate in an initial and annual needs assessment, in order to customize services for students, parents, District, and school staff. The District commits to promoting and coordinating universal outreach campaigns, providing targeted outreach and linkage to services for students, providing intensified outreach and additional services for students in crises, and developing or refining communication and referral protocols to facilitate more timely access to mental health services and resources.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

Approval Memorandum of Understanding Agreement No. 50814 with the Orange County Superintendent of Schools for Mental Health Student Services Act Partnership 2020-2024.

PREPARED BY: Wendy Pospichal, Executive Director, Integrated Support Services

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

**MEMORANDUM OF UNDERSTANDING
MENTAL HEALTH STUDENT SERVICES ACT (MHSSA) PARTNERSHIP
2020- 2024**

This Memorandum of Understanding (MOU) is hereby entered into on this 1st day of September, 2020, by and between the Orange County Superintendent of Schools, operating as the Orange County Department of Education (OCDE), 200 Kalmus Drive, Costa Mesa, California, 92626, hereinafter referred to as “OCDE” and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675; hereinafter, referred to as “District”. OCDE and District shall be individually referred to as “Party” and collectively referred to as the “Parties”.

WHEREAS, the Mental Health Services Oversight & Accountability Commission (MHSOAC) administers the Senate Bill 82 Investment in Mental Health Wellness Act which provides local assistance funds to expand mental health crisis services, the Mental Health Services Oversight & Accountability Commission (MHSOAC); and

WHEREAS, on December 12, 2019, a Request for Applications was released under the Mental Health Student Services Act (MHSSA) grant, focused on funding partnerships between educational and county mental health agencies with the goal of increasing access to mental health services in locations that are easily accessible to students and their families; and

WHEREAS, on February 25, 2020, the County of Orange (County) Orange County Board of Supervisors authorized the Orange County Health Care Agency (HCA) to apply for the MHSSA grant in partnership with OCDE, all 27 school districts in Orange County and alternate and charter schools and was notified of the MHSSA grant award on April 23, 2020; and

WHEREAS, County agreed to pay OCDE the full MHSSA grant amount to provide seven (7) regional Mental Health Student Services Coordinators and related services; and

WHEREAS, OCDE agreed to accept the full MHSSA grant amount from the County to provide seven regional Mental Health Student Services Coordinators with all 27 school districts in Orange County and identified alternate and charter school partners who will coordinate a variety of mental health services for students and families, focusing on creating a coordinated system of access and care.

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** The term of this MOU shall commence on September 1, 2020, and end on August 31, 2024, subject to termination as set forth in Section 11 of this MOU. The Parties shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, confidentiality, audit, reporting and accounting.

2. Purpose. The purpose of this MOU establish a formal working relationship between the Parties to this MOU and to set forth the operating conditions and responsibilities of the Parties that will govern the MHSSA Partnership.

3. MHSSA Program Goals. The goal of the MHSSA Partnership is to utilize MHSSA grant funds for the provision of Regional Mental Health Student Services Coordinators to expand access to mental health services for children and youth, including campus-based mental health services, and to facilitate linkage and access ongoing sustained services. The MHSSA grant funds must be used to provide support services that address the following goals:

1. Preventing mental illnesses from becoming severe and disabling
2. Improving timely access to services for underserved populations
3. Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses
4. Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services
5. Reducing discrimination against people with mental illness
6. Preventing negative outcomes in the target population, resulting from untreated mental illness or delayed treatment, including, but not limited to:
 - i. Suicide and attempted suicide
 - ii. Incarceration
 - iii. School failure or dropout
 - iv. Unemployment
 - v. Prolonged suffering
 - vi. Homelessness
 - vii. Removal of children from their homes
 - viii. Involuntary mental health detentions

4. OCDE Responsibilities. OCDE, as the lead agency for the MHSSA grant, will work in partnership with the Orange County Health Care Agency to commit and provide the following services:

1. Coordinate the collaborative effort to plan and implement the Program, including coordinating communication and collaboration among MHSSA partners, including the behavioral health department, district and school partners, and community service providers.
2. Identify and train representatives from the behavioral health system and school districts who will function as members of mental health service care coordination teams.
3. Identify regional resources and serve as a “regional expert” of mental health services.
4. Facilitate collaboration between service providers and the District, and develop referral pathways.
5. Facilitate countywide and regional team meetings.

6. Establish and facilitate a community of practice, to provide a platform for sharing service models and lessons learned across districts and regions
7. Hire, train, and supervise Regional Mental Health Student Services Coordinator.
8. Provide an in-kind Evaluator to conduct an evaluation of the program, and to collaborate on progress reports.
9. Provide in-kind Administrator to supervise Regional Mental Health Student Services Coordinator, and to oversee all aspects of grant implementation, and program and fiscal reporting.
10. Collaborate with the District to gather and track data for reporting and evaluation purposes.
11. Coordinate an initial and annual needs assessment, and use results to guide collaborative planning to customize services for students, parents, and school staff.
12. Coordinate and/or provide outreach campaigns, education sessions, and/or training for students and parents/families on mental health issues, suicide prevention, trauma-informed care, stigma reduction, and related regional services available.
13. Provide professional development, training, and/or education sessions for educators and other school staff on topics related to mental health, including suicide prevention and response.
14. Collaborate with the District to develop protocols for suicide assessment and response for administrators, teachers, and clinicians, if they do not already have protocols in place.
15. Coordinate targeted outreach and linkage to services for students who are identified as high-risk based on chronic absenteeism, suspension/expulsion, and have difficulty accessing services.
16. Coordinate targeted outreach and improved access to services for high-risk student groups, including foster youth and students who identify as Lesbian, Gay, Bisexual, Transgender, and Questioning or Queer (LGBTQ).
17. Provide care coordination to facilitate access to mental health resources and trainings/education sessions for parents/families of high-risk students, including students struggling with chronic absenteeism, suspension/expulsion, and/or identified by other means, and having difficulty accessing services.
18. Coordinate and provide intensified outreach and linkage to services for students who are identified as being in crisis with urgent needs to serve as support to families in crisis.
19. Develop communication and referral protocols to facilitate more timely access to mental health services and resources.
20. Identify train-the-trainer opportunities for school mental health personnel to increase capacity to provide evidence-based approaches to identifying and addressing mental health issues among students.

5. District Responsibilities.

A. District has committed to participate in the MHSSA Program and agrees to provide the following services:

1. Adhere to all General Assurance and Certifications, and Program Assurances.

2. Provide an in-kind District Level Administrator or designee to meet regularly with the designated Regional Mental Health Student Services Coordinator to support and facilitate coordination of all MHSSA services. District Administrator or designee will participate in quarterly countywide and monthly regional MHSSA partner meetings.
3. Participate in quarterly countywide coordination meetings with OCDE, behavioral health department and community providers.
4. Participate in monthly Regional MHSSA team meetings.
5. Participate in project monitoring and evaluation activities, including gathering and providing de-identified data needed for grant-required evaluation and reporting purposes.
6. Maintain and share aggregate data related to the provision of targeted and intensified service implementation for individual students such as the number of needs assessments, referrals, linkages, and case management meetings, which may be kept in either hard copy file or in the student information system.
7. Maintain and share student level information for purposes of scare coordination and service implementation such as providing their designated Regional Mental Health Student Services Coordinator with an account to access local student information system, Cumulative files, and other relevant student data.
8. Make records for students served under MHSSA available to the County, Department of General Services, or the Bureau of State Audits or their designated representative, upon request or as a part of an audit. District agrees to maintain records for a minimum of three (3) years after the end of the grant period, unless a longer period of records retention is stipulated. District shall allow auditors access to such records during normal business hours and allow interviews of employees who might reasonably have information related to such records.

B. District further commits to collaborating with its designated Regional Mental Health Student Services Coordinator to implement the following services:

1. Participate in an initial and annual needs assessment in order to customize services for students, parents, district and school staff, which may include providing data from existing district surveys, completing surveys on behalf of the district, and/or administering surveys to district staff, parents/families, and students.
2. Promote and coordinate universal outreach campaigns, and access to training/professional development for students, parents/families, district and school staff on mental health issues, suicide prevention, trauma-informed care, stigma reduction, and related regional services available.
3. Provide targeted outreach and linkage to services for students who are identified as high-risk based on chronic absenteeism, suspension/expulsion, and have difficulty accessing services, as well as for high-risk student groups such as foster youth and those identifying as LGBTQ.
4. Provide intensified outreach and linkage to services for students who are identified as being in crisis with urgent needs to serve as support to families in crisis.

5. Develop or refine suicide assessment and response protocols for administrators, teachers, and clinicians.
6. Develop or refine communication and referral protocols to facilitate more timely access to mental health services and resources.

6. Funding.

A. The obligations of OCDE under this MOU is contingent upon the availability of funds furnished through funds furnished by the State of California. In the event that such funding is terminated or reduced, this MOU may be terminated and OCDE's fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the OCDE. OCDE 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.

7. Independent Contractor. In the performance of the obligations under this MOU, it is mutually understood that District is an independent contractor. Nothing in this MOU is intended nor shall be construed to create between OCDE and District an employer/employee relationship.

8. Reports.

A. District shall submit quarterly reports on District's progress in performing its' duties and deliverables to demonstrate they have been met and on track toward accomplishing MHSSA grant goals. Such reports shall be provided within fifteen (15) calendar days after the end of each quarter of the grant year, unless requested otherwise requested by OCDE.

B. Additional Reports: Upon OCDE's request, District shall make such additional reports available, as required by OCDE, concerning District's activities as they affect the services hereunder. OCDE shall be specific to the information requested and allow District fifteen (15) calendar days to respond.

C. District agrees that the Orange County Health Care Agency and the Orange County Department of Education shall have joint permanent ownership of all directly connected and derivative materials produced under this MOU by District. All documents, reports, and incidental or derivative work or materials furnished hereunder shall become and remain the sole property of Orange County Health Care Agency and the Orange County Department of Education which may be used by both county agencies as may be required without additional cost or consent. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by District without the express prior written consent of the Orange County Health Care Agency and the Orange County Department of Education.

9. Hold Harmless.

9.1 OCDE agrees to and does hereby indemnify, hold harmless, and defend District and its governing board, officers, agents, and employees from every claim or demand made and every liability, misuse of funds, loss, damage or expense, of any nature whatsoever which may be incurred by reason of death or bodily injury to person; injury to, loss or theft of

property; any other loss, damage or expense resulting from or arising from or related to the services, or other performance provided under this MOU or its performance, to the extent that such loss, damage, injury, expense or liability was proximately caused by the negligent or willful act or omission of OCDE, including without limitation its employees, agents, or officers.

9.2 District agrees to and does hereby indemnify, hold harmless, and defend OCDE, its governing board, officers, agents, and employees from every claim or demand made and every liability, misuse of funds, loss, damage or expense, of any nature whatsoever which may be incurred by reason of death or bodily injury to person; injury to, loss or theft of property; any other loss, damage or expense resulting from or arising from or related to the services or other performance provided under this MOU or its performance, to the extent that such loss, damage, injury, expense or liability was proximately caused by the negligent or willful act or omission of District, including without limitation its employees, agents, or officers.

10. Insurance. Each party shall maintain its own comprehensive insurance coverage to protect the Parties against liability or claims of liability, which may arise out of this MOU. Each Party will provide a copy of its certificates of insurance evidencing all coverages and endorsements upon written request of the other Party. District acknowledges and agrees that in the performance under this MOU, it shall require all of its contractors and subcontractors to carry adequate insurance to cover their potential exposure, including workers' compensation.

11. Termination. Either Party may terminate this MOU without penalty immediately with cause or after thirty (30) days prior written notice to the other party without cause. Notice shall be deemed given when received by the other Party or no later than three (3) days after the day of mailing, whichever is sooner.

12. Confidentiality. The Parties shall maintain confidentially of all records and information about persons pursuant to all applicable Federal and/or State codes and regulations including, without limitation, U.S. Privacy Act of 1974, the State of California Welfare and Institutions Sections Code 10850-10853, the CDSS Manual of Policies and Procedures, Division 19-000, and any other provisions of law, and regulations promulgated hereunder relating to privacy and confidentiality, as each may now or be hereafter amended.

13. Assignment. The obligations of the District pursuant to this Agreement shall not be assigned, in whole or in part without the prior written consent of OCDE.

14. Compliance with Applicable Laws. District agrees to comply with all federal, state and local laws, rules, regulations and ordinances of the United States, State of California, County of Orange, and other appropriate governmental agencies that are now or may in the future become applicable to District, District's services and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

15. Entire MOU/Amendment. This MOU and the 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 MOU.

16. Nondiscrimination. The Parties agree that they will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws.

17. Attorney Fees. In any action or proceeding to enforce or interpret any provision of this MOU, each Party shall bear its own attorney fees, costs, and expenses.

18. Non Waiver. The failure of District or OCDE to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this MOU 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. Notice. All notices or demands to be given under this MOU 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 (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the Parties are as follows:

DISTRICT:
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attn: _____

OCDE:
Orange County Superintendent of Schools
200 Kalmus Drive, P.O. Box 9050
Costa Mesa, CA 92628
Attn: Patricia McCaughey

20. Severability. If any term, condition or provision of this MOU 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.

21. Headings. The headings contained in this MOU are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

22. Counterparts. This MOU may be signed and delivered in two 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 MOU, and the MOU 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.


23. Authorized Signatures. The individuals signing this MOU warrant that they are authorized to do so, and further, that they are authorized to make the promises in this MOU on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute

a breach of the MOU and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

24. 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.

IN WITNESS THEREOF, the Parties hereto have approved and executed this MOU, in the County of Orange, State of California.

Capistrano Unified School District
By: _____

Orange County Superintendent of Schools
By:  _____

Typed Name

Patricia McCaughey
Typed Name

Title

Administrator
Title

Date

October 15, 2020
Date

Capistrano Unified School District-MHSSA-MOU(50814)24
Zip9

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services
Prepared by: Stacy Yogi, Executive Director, State and Federal Programs

Date: February 17, 2021

Board Item: Memorandum of Understanding with Parentis Foundation and Del Obispo Elementary School

HISTORY

Parentis Foundation, located in Laguna Hills, California, began a tutoring program in 2017. The District has not worked with the Parentis Foundation in the past.

BACKGROUND INFORMATION

Parentis Foundation’s mission is to address a major contributor to poverty, the inability of children to read proficiently by the end of third grade. Through an intergenerational approach, they provide both older adult volunteer tutor/mentors and children with opportunities to enrich their lives, build self-confidence, and share a sense of purpose through literacy. By pairing kindergarten through third grade students with highly trained volunteer tutors, they improve the literacy skills of children at risk of not reading fluently by fourth grade while simultaneously providing meaningful opportunities for older adults who serve as volunteer literacy tutor/mentors. Since 2017, over 12,000 1:1 tutor sessions have been completed at 8 program sites throughout Orange County. They currently have approximately 100 active volunteer tutors working with students virtually this school year.

CURRENT CONSIDERATIONS

In accordance with COVID-19 social distancing guidelines, the foundation pivoted from providing in-person reading tutoring sessions to fully online virtual tutoring through training of tutors on web conferencing tools and implementing protocols assuring the safety of students and tutors, as well as quality of the online sessions. An Experience Corp OC trained monitor supervises each student/tutor session. Under this supervision, tutors will work virtually, with Del Obispo Elementary School students during Extended Learning.

FINANCIAL IMPLICATIONS

The Parentis Foundation is underwriting the cost. Estimated value of services is \$7,150. There is no financial impact.

STAFF RECOMMENDATION

Approval of the Memorandum of Understanding with Parentis Foundation and Del Obispo Elementary School.

PREPARED BY: Stacy Yogi, Executive Director, State and Federal Programs

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services



Memorandum of Understanding
Experience Corps OC: An Intergenerational Literacy Intervention Program Between
Parentis Foundation and
Del Obispo Elementary, CUSD
February 2021 – June 2021 (Inclusive Dates)

Parentis Foundation
24012 Calle De La Plata #400
Laguna Hills, CA 92653

Memorandum of Understanding between Parentis Foundation Experience Corps OC and
Del Obispo Elementary (CUSD - Host Program Partner).

Experience Corps OC (ECOC) is an intergenerational volunteer-based tutoring program that is proven to help children who are not reading at grade level become fluent readers by the end of third grade. Considering the ongoing coronavirus pandemic, Parentis Foundation, an AARP Foundation Experience Corps affiliate, has pivoted from in-person tutoring to a virtual model. This enables our dedicated volunteers to continue helping students become better readers without jeopardizing their own health and safety. Given the various approaches school districts are taking to teaching —fully remote, fully in-person, or some hybrid of the two on a staggered schedule — we have determined that a virtual program model is the best and safest way to provide continuity during this uncertain time. By partnering with the **Del Obispo Elementary**, Parentis Foundation will deliver sustained tutoring virtually through the Experience Corps OC (ECOC) literacy program while maintaining rigor and offering adaptability to students and volunteers.

Del Obispo Elementary Can Expect as the Host Program Partner

2 | Del Obispo Elementary (CUSD) MOU 20-21

- Research-based best practices for one-to-one tutoring focused on grades 1–3, using Experience Corps’ session structure and leveled reading system over a secure internet-based platform – ZOOM (providing video and audio connection between student and tutor.)
- Policies and procedures that align with **CUSD** protocols for working with children in the virtual environment to ensure student digital safety. Each tutor/student session requires a second adult monitor to observe session. Alternatively, if a student is signed on in the classroom supervised by school staff this may also serve as a monitor for the tutor session.
- Secure data procedures to ensure confidential information is protected. Parentis Foundation in partnership with AARP Foundation Experience Corps utilizes a secured Salesforce database system with highly restricted access to maintain program information and follows site-based data protocols to align with program partner requirements.
- Highly trained volunteers who tutor virtually 6-10 hours per week. Volunteers will tutor individual students for the entire school with a student-tutor schedule which aligns with the **school’s** academic support schedule. Tutors work under supervision of a Parentis Foundation ECOC Site Coordinator and dedicated **school** Point of Contact to support the Experience Corps OC program. Students are scheduled to receive tutoring twice weekly, 30 minutes session with a goal to achieve grade level benchmarks.
- **Volunteer screening: Prior to working with students, volunteers are to complete a full background screening based on the on-boarding volunteer direct student support policies of the CUSD. Additionally, volunteer tutors receive a minimum of 20 hours of training and ongoing support throughout the year by ECOC Literacy Specialist and ECOC Program Director.**
- A Site Coordinator who oversees tutors virtually for each site, including monthly meetings, tutor observation and coaching, and communication with **school** staff.
- Annual evaluation of tutor and program impact, including semi-annual tutor performance reviews.

Parentis Foundation Experience Corps OC (ECCO) Will Provide

- ECOC Structured Tutoring Model that is implemented virtually and supportive of the school literacy program in the following areas: o Fluency (Grades 2-3.) o Comprehension and quality talk
- Qualified Site Coordinator(s) who will supervise and help tutors connect with their students online. Whether the virtual tutor session is delivered to students at the **school** campus or delivered as part of an **in-home** experience, the Site Coordinator will coordinate with the **school’s** Program Partner Point of Contact (POC) to help children login and meet with their tutor using a student or program partner-provided device.
- **A Safe and Secure Tutoring Environment that includes two adults assigned per session and screened volunteers and staff according to the Program Partner policy or Experience Corps policy schedule to include: Federal fingerprint background check, state criminal background check, National Sex Offender Website, two references, and volunteer interviews. All Experience Corps staff, and volunteer support are trained on digital best**

practices for the tutors and students. This includes integrating digital security and safety protocols during virtual site orientations and trainings.

- Reading A-Z leveled readers (nonfiction) and tutor read-aloud books (fiction) – in hard copy and/or electronic format.
- Regular opportunities to offer feedback regarding the virtual tutoring experience to the Experience Corps Leadership Team.

Host Program Partner Will Provide:

Point of Contact (POC): A dedicated **school** program staff member who is a strong advocate for Experience Corps OC and is well-versed in the ECOC literacy program. They will work with the Experience Corps OC Site Coordinator to:

- Refer students for tutoring (based on literacy intervention strategy) and create a virtual tutoring schedule in cooperation with **school** POC.
- Arrange a virtual orientation to **school** staff, parents, students, and to volunteers.
- Provide a defined tutoring space for students with minimal distractions.
- Report student oral reading fluency outcome data three times per year, either through a data sharing agreement with the school or collecting this data internally.
- Survey **school** staff and tutors about their experience with the program.
- Notify the Experience Corps OC Site Coordinator in advance of special events that might alter volunteer schedules.
- Allocate time for the ECOC Site Coordinator to present information about the program, if appropriate.
- Assure all participating students have consent from parents/guardians for students to participate in the program and for ECOC to conduct and share assessment data.

The Virtual Learning Environment: Technology and Materials

- Experience Corps OC will use its own Video Platform – Zoom (and, as appropriate the Learning Management System) that is separate and stand alone.
- Experience Corps OC program will use digital and hard copy materials for distribution to tutors and students.
- Experience Corps OC staff will have full administrative control over the platform.
- Experience Corps OC confirms through this MOU that a recording of sessions is allowed. We will record to secure cloud and save for 30 days. Parent consent for recording as approved via the parent consent to tutor application.
- Experience Corps OC will assign an administrator to create session schedules and meeting links. The administrator will distribute links to Tutors, Monitors, Experience Corps staff and the **school** POC.
- Experience Corps OC will coordinate with the **school** POC to distribute meeting links to students and embed in their Canvas classroom.

ECOC Program Outcomes Related to Reading Success

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To assure the intended outcome for each student is achieved, we assess fluency and accuracy of students working with ECOC tutors at the beginning of year (BOY), mid-year (MOY), and end of year (EOY). Each student is assessed by our ECOC Literacy Specialist.

Using the Dynamic Indicators of Basic Early Literacy Skills® (DIBELS) pre-, mid, and post oral reading fluency assessment (ORF), we measure student's words per minute (WPM) and accuracy. Fluency is measured by the number of words read correctly (WRC) in a grade-level passage in one minute. Accuracy is the percent of words read correctly out of the total number of words read.

BOY Data provide the beginning level of fluency for each student; allow for grouping together similarly performing students; are used to create improvement targets for each student.

MOY Data provide feedback on how much (or little) students are improving and inform small adjustments within the model for individual students. May also inform decisions to move students from small group to one-to-one sessions or graduate out of ECOC.

EOY Data provide the improvement outcomes – Did students improve from BOY to EOY? Did student meet or exceed benchmark and their improvement targets?

The quantitative and qualitative information from these internal assessments are entered in our evaluation database, Salesforce, compiled annually by the AARP Foundation Experience Corps National Office and distributed to each site. This information helps to guide the work and informs improvements in each program site.

ECOC Program Outcomes Related to Student's Attitude: The attitude toward reading of students working with ECOC is measured at BOY, MOY, and EOY. Student's social-emotional growth is a predictor of overall academic success.

- Motivation: Very Low, Low, Moderate, High
- Concentration: Very Low, Low, Moderate, High
- Participation: Very Low, Low, Moderate, High
- Self-Confidence: Very Low, Low, Moderate, High

ECOC Program Outcomes Related to Experience Corps OC Volunteer Tutor Attitude:

Volunteer tutors are the heart of the Experience Corps OC program. To assure tutors will consistently implement the Experience Corps OC model with fidelity, enjoyment, and receive an outstanding personal experience, ECOC provides routine observation and session log review, ongoing in-service training, and weekly tutor check-in opportunities.

Experience Corps Program Cost Share Fee: WAIVED FOR 2020-2021 SCHOOL YEAR

The annual cost share fee for service of \$16,360 (October-May) will be underwritten by Parentis Foundation for the 20-21 school year.

Del Obispo Elementary School (CUSD) will not be required to pay a fee for service for the Experience Corps OC program for the remainder of the 20-21 school year.

Signed Authority

We, the undersigned authorized signatories, have reviewed and agreed to the terms in the above **Memorandum of Agreement**. Any modifications/amendments to the terms of this agreement will be in writing and will require the written approval of all signatories below.

Susan Holliday, E _____

Authorized Signer: _____

Date : _____

Del Obispo Elementary (CUSD)

Janice L. Frechette-Artinger

Executive Director

Parentis Foundation

Date

BLANK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638; CA Lic #0H18131 San Diego, CA 92186		CONTACT NAME: Denise Meza PHONE (A/C, No, Ext): 858-875-3079 FAX (A/C, No): 858-452-7530 E-MAIL ADDRESS: Denise.Meza@marshmma.com	
INSURED Parentis Health Foundation 24012 Calle De La Plata, Ste. 400 Laguna Hills, CA 92653-3621		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co. NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2153831	07/01/2020	07/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2153831	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Capistrano Unified School District (CUSD), its officers, agents, representatives, employees and The Board of Education are named as additional insured. Such insurance is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

CERTIFICATE HOLDER

CANCELLATION

Capistrano Unified School District
 33122 Valle Rd.
 San Juan Capistrano, CA 92675

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Denise Meza

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:
 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.**d.** is deleted in its entirety and replaced by the following:
 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Home Care Providers** – At the first Named Insured’s option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services
Prepared by: Stacy Yogi, Executive Director, State and Federal Programs

Date: February 17, 2021

Board Item: Memorandum of Understanding with Orange County United Way 2020-2021,
Addendum 1

HISTORY

The Orange County United Way is a stand-alone, independent, 501(c)(3) non-profit organization. Since 1924, they have been at the forefront of health and human care services in Orange County. They collaborate with nonprofit agencies, corporate partners, and donors to meet the greatest needs of the community by supporting education, income, health, and housing programs.

BACKGROUND INFORMATION

The United Way financial literacy program helps low-income residents gain free access to financial coaching and resources. This program is a collaboration with the United Way, City of Dana Point, and the District.

The Memorandum of Understanding (MOU) with the United Way, approved by Trustees at the August 19, 2020 Board meeting, outlines the roles and responsibilities for the financial literacy program. The MOU was established to provide 50 parents at RH Dana Elementary School with financial literacy skills to assist with improving credit, increasing income, and building assets. Parents are being provided with personal coaching on a step-by-step financial plan to achieve personal goals and long-term financial stability including job development, debt and credit management, and savings planning. Participants will also be able to connect to other United Way partner services including free tax preparation, housing, healthcare, and transportation.

CURRENT CONSIDERATIONS

The addendum to the MOU adds Palisades Elementary School to the financial literacy program to allow 20 parents at Palisades Elementary School to participate. This is the only change to the MOU.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

Approval of the Memorandum of Understanding with Orange County United Way 2020-2021, Addendum 1.

PREPARED BY: Stacy Yogi, Executive Director, State and Federal Programs

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

MEMORANDUM OF UNDERSTANDING
between
CAPISTRANO UNIFIED SCHOOL DISTRICT AND
ORANGE COUNTY UNITED WAY

The Memorandum of Understanding is made and entered into by and between Capistrano Unified School District (CUSD) and Orange County United Way (OCUW) for the purpose of providing financial literacy coaching and education, case management and wrap-around services to parents of R.H. Dana Elementary school and residents of Dana Point to overcome barriers to stable housing, education and financial stability as described in Attachment A. This agreement shall commence September 1, 2020 and continue until December 31, 2021, and be in accordance as outlined.

1. DESCRIPTION OF RELATIONSHIP

This agreement is not intended to and will not be construed to create the relationship of principal-agent, master, servant, employer-employee between CUSD and OCUW.

A. Program Goals

1. Provide 3 months of financial literacy coaching and education, case management and wrap-around services to at least 50 client families of R.H. Dana Elementary School
2. Provide 3 months of financial literacy coaching and education, case management and wrap-around services to at least 50 client families that reside in Dana Point
3. Increase income, build assets and reduce and manage debt for client families
4. Increase housing stability for client families
5. Improve educational and employment outcomes for adult clients

B. CUSD agrees to:

1. Provide physical location at R.H. Dana Elementary School for Financial Literacy Coordinator to see client families when it is safe for in-person programming to resume
2. Actively publicize services and program goals to eligible families - low- to moderate-income families who are facing financial and other hardships
3. Actively identify and refer eligible families to Financial Literacy Coordinator to achieve enrollment goals
4. Work strategically and collaboratively with OCUW to design and implement a needs assessment survey and to identify District or School programs, services and resources that can be augmented to support client families (e.g. internet connectivity and laptops)
5. With parent/guardian permission provide student data (attendance and grades) for students of parents/guardians enrolled in program

C. OCUW agrees to:

1. Staff Financial Literacy Coordinator to provide program in a virtual setting and onsite at R.H. Dana Elementary School, once in-person programming can safely resume. Financial Literacy Coordinator will comply with all screening required by District including Live Scan and background check, proof of Mandated Reporter training, and other compliance requirements that may be identified from time to time.

2. Provide financial literacy coaching and education, case management and wrap around services to at least 100 eligible client families
3. Facilitate classes on subjects relevant to increasing housing and financial security for client families
4. Work strategically and collaboratively with CUSD to provide comprehensive services for eligible client families to overcome barriers to housing, education and financial stability
5. Work strategically and collaboratively with CUSD to develop and coordinate needs assessment surveying, marketing materials, evaluation tools, and identify funding to support advancement of program goals

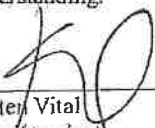
Activities related to this Memorandum of Understanding are contingent upon the availability of funding. All parties agree to work together to build the necessary resources to implement and distribute program efforts. Should sufficient funds not be allocated, the performance of the parties may be modified or this Memorandum of Understanding terminated within fifteen (15) days prior notice given by any one of the parties.

2. MODIFICATIONS/NON-ASSIGNMENTS/TERMINATION/CANCELLATION

- A. Any matter of this Memorandum of Understanding may be modified from time to time by the written consent of all parties without any way affecting the remainder. All modifications must be consistent with the project goals.
- B. No party shall assign, transfer or subcontract this Memorandum of Understanding nor their rights and duties under this agreement without written consent of the other parties.
- C. This Memorandum of Understanding may be terminated by any of the parties upon giving a thirty (30) day written notice given by one party to the other parties of the intent to terminate.

3. HOLD HARMLESS

Each party agrees to indemnify, save, hold harmless, and at the other parties' request, defend the other parties and its agents against the payment of any and all costs and expenses, claims, suits, and liability for bodily and personal injury to or death of any person and for death or injury or loss of any property resulting from or arising out of or in any way connected with any neglect or wrongful acts or omissions of the indemnifying party, its officers and employees, in performing or failing to perform any work, services or functions to be performed under this Memorandum of Understanding.


 Kirsten Vital
 Superintendent
 Capistrano Unified School District

8/19/20
 Date


 Susan Parks
 President & CEO
 Orange County United Way

8/24/2020
 Date

ATTACHMENT A

In response to the devastation and uncertainty impacting so many Orange County families as a result of COVID-19, Orange County United Way will work with the City of Dana Point and Capistrano Unified School District to assist City residents improve financial stability.

Initial support will be deployed through United Way's "e-Spark" program, a remote-based service delivery model targeting low- to moderate- income City residents who are facing financial hardship. "e-Spark," is an extension of Orange County United Way's successful SparkPoint OC program. The "e-Spark" program will include a Financial Literacy Coordinator, seven online financial literacy workshops and three one-on-one virtual coaching sessions. Participants will learn how to access lower cost financial products and services, improve credit, increase savings, lower debt and be connected to wrap-around services. The goal is to serve 25 participants each quarter, for a total of 100 clients over a one year period, of which 50 client families will be from R.H. Dana Elementary School and 50 client families will be residents of the City who do not have children that attend R.H. Dana Elementary School.

The "e-Spark" participants will receive the following program components:

1. **Financial Coaching.** Three coaching sessions with a Financial Literacy Coordinator will include comprehensive assessments to establish baseline financial circumstance, establish goals and advance status in these three areas:
 - a. **Increase income:** Clients will set goals to reduce expenses and will receive referrals to access free tax prep services (tax credits/refunds), access public assistance, job training and placement. The Financial Literacy Coordinator will help clients to partner with employment readiness programs that assist clients with job placement and skills development, including applying and interviewing for higher-wage positions.
 - b. **Reduce and manage debt:** The Financial Literacy Coordinator will review credit reports with the client, providing guidance on monitoring, repairing, and improving credit and ensuring fraud prevention. Financial Literacy Coordinator will provide budget and debt counseling, and provide guidance to help eliminate predatory lending fees via no/low cost checking accounts.
 - c. **Build assets:** The Financial Literacy Coordinator will assist clients in opening checking and/or savings accounts, establishing a savings plan, and provide advice on home ownership. Coordinator will also provide information and referrals for first time homebuyer counseling, free legal advice, and other services.
2. **Financial Literacy Workshops.** This seven-part series in English and Spanish will incorporate the FDIC MoneySmart financial education curriculum designed to help low- and moderate-income individuals outside the financial mainstream enhance their financial skills and create positive banking relationships and includes the following client-centered topics:
 1. You Can Bank on It
 2. Your Money, Values, and Influences
 3. Your Income and Expenses
 4. Managing Debt
 5. Your Savings
 6. Your Spending and Savings Plan
 7. Credit Report and Scores
3. **Actionable Data.** Client outcomes are managed through United Way's proprietary SparkPoint case management database which provides reporting and data analysis, review of activities, and measurable outcomes. The Financial Literacy Coordinator will utilize the

database to monitor development of individual action plans and to address financial, employment, and other needs.

4. **Custom Needs Assessment and Services.** Based on the Arizona Self Sufficiency Matrix client scores, this assessment equips clients with services including housing stabilization, job training, career advancement, and other programs that are customized based on client needs. The Financial Literacy Coordinator will help clients to apply for health insurance through Covered CA, and public assistance benefits such as CalFresh, as needed.

At the end of the three-month "e-Spark" program, clients may be referred to United Way's SparkPoint OC program, which offers a full 12-18 months of support and coaching for additional assistance to move toward greater financial security.

MEMORANDUM OF UNDERSTANDING
between
CAPISTRANO UNIFIED SCHOOL DISTRICT AND
ORANGE COUNTY UNITED WAY

ADDENDUM 1

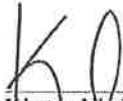
The Memorandum of Understanding is made and entered into by and between Capistrano Unified School District (CUSD) and Orange County United Way (OCUW) for the purpose of providing financial literacy coaching and education, case management and wrap-around services to parents of Palisades Elementary School to overcome barriers to stable housing, education and financial stability as described in Attachment A. This agreement shall commence January 25, 2021 and continue until December 31, 2021, and be in accordance as outlined.

1. DESCRIPTION OF RELATIONSHIP


This agreement is not intended to and will not be construed to create the relationship of principal-agent, master, servant, employer-employee between CUSD and OCUW.

A. Program Goals


1. Provide 3 months of financial literacy coaching and education, case management and wrap-around services to at least 20 client families of Palisades Elementary School
2. Increase income, build assets and reduce and manage debt for client families
3. Increase housing stability for client families
4. Improve educational and employment outcomes for adult clients



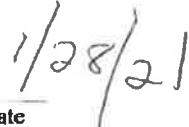
Kirsten Vital
Superintendent
Capistrano Unified School District



Date



Susan Parks
President & CEO
Orange County United Way



Date

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees
From: Susan Holliday, Chief Administrative Officer, Education and Support Services
Prepared by: Stacy Yogi, Executive Director, State and Federal Programs
Date: February 17, 2021
Board Item: Talking Points Software Services and Support Agreement

HISTORY

Talking Points is a non-profit organization founded in 2014 focused on family engagement for families of under-resourced, multi-lingual communities. Talking Points offers a translation app for two-way communication to dialogue with families in over 100 home languages to build strong partnerships. Messages can be written by staff in English and the app translates it into the parent’s language. Parents write back in their language and it is translated back into English for the staff member. Some of the awards Talking Points has received are 2020 Common Sense top distance learning tool and 2019 Google AI Impact Challenge.

BACKGROUND INFORMATION

Teachers can sign up online for free, however, establishing a District account will ensure that acceptable use and data privacy protocols are followed and that all staff supporting students who are English learners are aware of the ability to use this communication resource.

CURRENT CONSIDERATIONS

The District serves approximately 4,400 students who are English learners per year.

This is the Board’s follow-up item to provide greater support to families that do not use email and to provide increased translation support for parents and guardians with a primary language other than English.

Talking Points will provide a 1-hour training for administrators and a 45-minute training during the month of March, 2021 for staff to learn how to use the product. Both trainings will be recorded and posted on the District website for staff to access as needed.

FINANCIAL IMPLICATIONS

The annual license fee cost for this service is \$5.85 per student. A discount of 25 percent is provided for 2020-2021 and a 15 percent discount is provided for 2021-2022, 2022-2023, and 2023-2024, invoiced annually. The cost of \$19,360 for 2020-2021 and annual cost of \$22,000 for

2021-2022, 2022-2023, and 2023-2024 will be paid by Local Control Funding Formula Supplemental funding.

STAFF RECOMMENDATION

Approval of Talking Points Software Services and Support Agreement.

PREPARED BY: Stacy Yogi, Executive Director, State and Federal Programs

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

TalkingPoints-Capistrano Unified School District Software Services and Support Agreement (2020-2021, 2021-2022, 2022-2023, 2023-2024)

1. Overview

This Software Services and Support Agreement (“Agreement” or “Contract”) is entered into by and between TalkingPoints, a California corporation and Capistrano Unified School District.

TalkingPoints product

TalkingPoints’ product is a two-way, multi-lingual texting platform that allows for fast, cheap and accessible communication between districts, schools and teachers with parents and students. Schools use a web application to send text messages to parents who receive them in their own languages as well as English. Parents can reply in their own languages, and receive both the English and the original version of the messages. Since TalkingPoints works via text messages, TalkingPoints is accessible for all parents who own a simple mobile phone.

TalkingPoints allows for instant translation (machine and human-driven) both outbound and inbound, opening up communication channel for parents who do not speak English. Schools can also send interactive messages drawn from pre-written text message programs, conduct surveys (with data visualization), send multiple-choice questions, send automatic follow up messages depending on how the parent replies. Analytics dashboards are also available to track engagement statistics of parents.

TalkingPoints organization

TalkingPoints is a non-profit organization with the mission to meaningfully connect teachers, parents and students across technological and language barriers to increase parent engagement. We believe that parent engagement is critical to student success, yet is often challenging. TalkingPoints helps change this to drive parent engagement through opening up communication channels that build relationships. TalkingPoints was born out of Startup Weekend Education Oakland that OUSD co-sponsored, and won the Teachers’ Pick Prize for Parent Engagement. Our product development has been heavily influenced by OUSD teachers. TalkingPoints was a top 10 finalist in the Google Impact Challenge: Bay Area in 2015. Our current philanthropic funders include Google.org, AT&T Aspire, Stanford University, Echoing Green and Walton Family Foundation.

2. Scope of work

TalkingPoints will license the use of its multi-lingual texting platform (“Software”) to select schools in Capistrano Unified School District for the 2020-2021, 2021-2022, 2022-2023, 2023-2024 school years for 4400 students.

This Agreement includes data import support, system maintenance, system support, and user support to Capistrano Unified School District for the length of the Agreement. It also includes ongoing system upgrades at no additional cost to Capistrano Unified School District.

3. Data import

TalkingPoints will import all Capistrano Unified School District data for the purposes of text message communication for the participating schools. This data can be obtained from a variety of sources, which would include Capistrano Unified School District Student Information System (“SIS”) or prepopulated data files. TalkingPoints will import Capistrano Unified School District’s clean data at no additional cost, but Capistrano Unified School District and its schools will have access to online import tools if it wishes to control its own data imports. TalkingPoints

will charge for any data clean up required. If Capistrano Unified School District opts to have TalkingPoints import its data, it will take a minimum of two (2) weeks and up to a maximum of six (6) weeks to import all data, provided that TalkingPoints has access to clean, high-quality data.

4. Fees and Payments

TalkingPoints' fee breakdown for the 2020-2021, 2021-2022, 2022-2023, 2023-2024 school years is as follows:

2020-2021 school year

For a minimum of 4400 students

- \$4.40 per student for implementation and licensing the TalkingPoints software.

Total cost at \$19,360.00 ("Annual License Fee") for the 2020-2021 school year.

2021-2022 school year

For a minimum of 4400 students

- \$5.00 per student for implementation and licensing the TalkingPoints software.

Total cost at \$22,000.00 ("Annual License Fee") for the 2021-2022 school year.

2022-2023 school year

For a minimum of 4400 students

- \$5.00 per student for implementation and licensing the TalkingPoints software.

Total cost at \$22,000.00 ("Annual License Fee") for the 2022-2023 school year.

2023-2024 school year

For a minimum of 4400 students

- \$5.00 per student for implementation and licensing the TalkingPoints software.

Total cost at \$22,000.00 ("Annual License Fee") for the 2023-2024 school year.

Payment Schedule

The fees will be paid by Capistrano Unified School District within 30 days of receipt of an invoice from TalkingPoints (but no sooner than 30 days after execution of this Agreement by the parties). Invoices will be generated within 14 days of signing this Agreement and to be paid upfront for the minimum number of students, in this case 4400 students, with additional payment with regards to additional students due at the start of each quarter.

(a) **Failure to Make Payment.** In the event Capistrano Unified School District fails to pay the Annual License Fee or other fees due hereunder when due it will constitute a material breach of this Agreement and, upon notice from TalkingPoints, Capistrano Unified School District agrees to immediately cease, and to cause Capistrano Unified School District Users to cease, using the Software and TalkingPoints will have no further obligation to provide any maintenance or support to Capistrano Unified School District or Capistrano Unified School District Users.

(b) **Taxes.** The fees in Statement of Work Section 4 do not include sales, use or similar taxes which may be applicable. District is solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by District to TalkingPoints under this Agreement, excluding taxes based on TalkingPoints's overall net income.

(c) **Additional cost** If the recipient of the service incurs additional charges for receiving text messages, such as text message fees or data fees, then additional charges are payable by the recipient or District Users

5. Responsibilities

TalkingPoints is responsible for all development and provision of Software to Capistrano Unified School District and its schools, and for maintenance and support for the Software.

Capistrano Unified School District's responsibilities are

- Selection of schools to participate in the initiative
- Providing access to contact information via SIS or otherwise for data import

6. Excluded Services

Other than the services outlined above, TalkingPoints is not responsible for any other activities, unless mutually agreed to in writing.

7. Client Obligations

In order to fulfill the scope of services described herein, TalkingPoints relies on Capistrano Unified School District and its schools to provide timely, accurate and complete information, to cooperate reasonably with TalkingPoints and to timely complete all tasks assigned to Capistrano Unified School District pursuant to the mutually agreed project plan developed at the outset of the project.

8. Product Maintenance and Support

TalkingPoints agrees to provide maintenance and support of the TalkingPoints Software. Maintenance and support of the Software is provided at no additional cost to Capistrano Unified School District. However, TalkingPoints will not be responsible for, nor will it have any liability resulting from modifications to or alterations of the Software of databases by Capistrano Unified School District or Capistrano Unified School District users, unless such modification or alteration is approved in writing by TalkingPoints, or (b) any failure of Capistrano Unified School District's or Capistrano Unified School District users' equipment or Software.

9. Term, Termination and Extension

The Term of this Agreement is from February 18, 2021 through June 30, 2024.

Either party may also terminate this Agreement at any time with written notice for any reason, provided that a pro-rata amount of fees are paid, based on time elapsed from signature of this Agreement until termination. In this event, TalkingPoints is not responsible for producing any of the deliverables under the Agreement. If Capistrano Unified School District terminates this Agreement without cause as provided for in this paragraph, TalkingPoints will refund Capistrano Unified School District any prepaid fees covering the remainder of the effective term of the Agreement after the effective date of termination, as calculated on a daily pro rata basis.

Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, if such breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution. If Capistrano Unified School District terminates this Agreement as provided for in this paragraph, TalkingPoints will refund Capistrano Unified School District any prepaid fees covering the remainder of the effective term of the Agreement after the effective date of termination, as calculated on a daily pro rata basis.

In addition, TalkingPoints may terminate this Statement of Work immediately upon written notification, if Capistrano Unified School District violates any of the Capistrano Unified School District Responsibilities, listed above. However, if TalkingPoints terminates this Agreement as provided for in this paragraph, TalkingPoints will refund Capistrano Unified School District any prepaid fees covering the remainder of the effective term of the Agreement after the effective date of termination, as calculated on a daily pro rata basis.

10. License of Software to District; Third Party Services

(a) License. Subject to the terms of this Agreement, TalkingPoints hereby grants to Capistrano Unified School District a limited, non-exclusive, non-sublicensable and non-transferrable license for

Capistrano Unified School District employees and staff, and their students or parents or guardians (collectively, "*District Users*") to use the Software during the Term with respect to each of the Capistrano Unified School District locations as selected by Capistrano Unified School District. The Capistrano Unified School District Users may not use the Software other than with respect to the locations set forth and defined as Capistrano Unified School District locations or for other than Capistrano Unified School District operations. Capistrano Unified School District is responsible for the actions of all Capistrano Unified School District Users, for ensuring that only authorized Capistrano Unified School District Users are provided access to the Software, and that access of Capistrano Unified School District Users authorized by Capistrano Unified School District is limited to that portion of the Software and Capistrano Unified School District Data (as defined below) as is reasonably necessary in order to fulfill the purposes of this Agreement. By agreeing to license the Software, Capistrano Unified School District is also agreeing to comply with the Privacy Policy as outlined in the TalkingPoints website (www.talkingpts.org) incorporated as an attachment to this Agreement

11. Ownership of Software; Third Party Materials

TalkingPoints and its licensors are and will remain the exclusive owners of all right, title and interest in and to the Software and all derivative works, and in the materials licensed by

TalkingPoints from third parties (“**Third Party Materials**”), including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence, subject only to the rights of third parties in open source components and the limited license granted under this Agreement. In addition, TalkingPoints shall own any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed by TalkingPoints pursuant to this Agreement (“**Specific Developments**”). Capistrano Unified School District will have no rights in the Software, any derivative works, the Specific Developments or Third Party Materials, except the license and related rights expressly set forth in this Agreement. Capistrano Unified School District agrees not to (i) alter, merge, modify, adapt or translate the Software or Third Party Materials, or decompile, reverse-engineer, disassemble, or otherwise reduce the Software or Third Party Materials to a human-perceivable form, (ii) sell, rent, lease or sublicense the Software or Third Party Materials or (iii) create derivative works based upon the Software or Third Party Materials.

12. User Compliance With Applicable Laws

As Administrators may access, monitor, use, or disclose Capistrano Unified School District data in Capistrano Unified School District user accounts. Additionally, the School or District is solely responsible for, and represents and warrants it is in, compliance with COPPA and FERPA, including by obtaining parental consent for the collection and disclosure of personal information through the Services. Without limiting the foregoing, the School represents and warrants that it will comply with all applicable laws, and further, that its disclosure of any information to TalkingPoints, and/or TalkingPoints's use of such information subject to the restrictions of this Agreement, does not and will not violate any applicable laws (including COPPA or FERPA). The School/District will not disclose any information to TalkingPoints that is protected health information ("PHI") subject to the Health Information Portability and Accountability Act ("HIPAA").

13. Software Implementation, Data Conversion, Hosting and Training Services

TalkingPoints agrees to provide the services associated with the implementation of the Software, data conversion, hosting and training of Capistrano Unified School District employees on the use of the Software as follows:

(a) **Hosting**. The Software and Capistrano Unified School District’s data will be hosted on TalkingPoints’s servers (included in the Annual License Fee).

(b) **Importing of Data**. TalkingPoints will assist Capistrano Unified School District with importing Capistrano Unified School District’s data into the Software within 45 business days after TalkingPoints is provided reasonable access to usable Capistrano Unified School District Data.

(c) **Initial Training**. TalkingPoints will provide initial training to Capistrano Unified School District in the basic use of the Software to be presented as both parties mutually agree.

14. Ownership and Control of Capistrano Unified School District Data

Capistrano Unified School District will retain ownership of, and the ability to control, all Capistrano Unified School District data imported into the Software (“**Capistrano Unified School District Data**”). Capistrano Unified School District Data includes pupil records, as defined in California Education Code §49073.1(d)(5) (“**Pupil Records**”). TalkingPoints may, however, internally use Capistrano Unified School District Data that has been de-identified in order to improve its educational products. Upon the expiration or termination of this Agreement, to the extent Capistrano Unified School District Data resides on TalkingPoints servers, TalkingPoints

agrees to assist in the transfer all Capistrano Unified School District Data back to Capistrano Unified School District in an industry standard open format, such as CSV, at no charge.

15. Responsibilities of Capistrano Unified School District

Capistrano Unified School District agrees to prepare and furnish to TalkingPoints upon request such information as is reasonably requested by TalkingPoints in order for TalkingPoints to perform its obligations under this Agreement.

16. TalkingPoints Software Maintenance and Support

TalkingPoints agrees to provide maintenance and support of the Software. Such maintenance and support will include coverage in the form of bug fixes and other corrections to the Software; telephone and e-mail support for questions regarding operations of the Software; change the Software as necessary to incorporate upgrades and new features; support to Capistrano Unified School District in resolving problems/errors resulting from misuse or hardware/software failure; and telephone or web conferences with Capistrano Unified School District to address future growth or modifications to the Software. Maintenance and support of the Software is provided at no additional cost to

Capistrano Unified School District. TalkingPoints' maintenance of the Software will be at complete discretion of TalkingPoints other than bug fixes. TalkingPoints is not responsible for, nor will it have any liability resulting from, (a) modifications to or alterations of the Software or databases by Capistrano Unified School District or Capistrano Unified School District Users, unless such modification or alteration is approved in writing by TalkingPoints, or (b) any failure of Capistrano Unified School District or Capistrano Unified School District Users equipment or software or (c) quality of the translation services as provided by the Software.

17. Confidentiality

(a) Confidential Information Defined. Each party (the "***Disclosing Party***") may from time to time during the Term disclose to the other party (the "***Receiving Party***") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("***Confidential Information***"). The Software, Third Party Materials and related know-how, technology, system designs, layouts, software, concepts, techniques, data and files will be considered Confidential Information of TalkingPoints. Capistrano Unified School District Data will be considered Confidential Information of Capistrano Unified School District.

(b) Protection of Confidential Information. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Capistrano Unified School District acknowledges that the Software is maintained as a trade secret by TalkingPoints, and agrees to use reasonable care in preserving such secrecy, including making such information available only to those Capistrano Unified School District Users required to have access in order to fulfill the purposes of this Agreement.

(c) Exceptions. The Receiving Party's obligations under this section with respect to any Confidential Information of the Disclosing Party will terminate if the Receiving Party can demonstrate that such information: (i) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information

of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. In addition to TalkingPoints's obligations under Section 13, promptly upon the written request of the Disclosing Party following termination of this Agreement, the Receiving Party will either, at Disclosing Party's option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and certify in writing that it has fully complied with its obligations under this Section.

(e) Use of Confidential Information. The Receiving Party will not use Confidential Information of the Disclosing Party for any purpose prohibited by law or other than as required or specifically permitted by this Agreement. TalkingPoints further agrees it will not use any personally identifiable information in Capistrano Unified School District Data to engage in or facilitate targeted advertising.

(f) Injunctive Relief. Because monetary damages may not be sufficient to remedy a violation of the provisions of this section, a Disclosing Party shall be entitled, upon becoming aware of any such violation and without waiving any other rights or remedies it may have, to seek injunctive or other equitable relief it may deem appropriate.

(g) Non-Retention Certification. TalkingPoints certifies that, in accordance with this Agreement, Pupil Records shall not be retained or available to TalkingPoints or its employees or agents upon completion of the terms of this Agreement. This certification may be enforced by any lawful means, including, without limitation, through civil action.

18. Privacy and Collection of District Data

(a) Compliance with Law. TalkingPoints and Capistrano Unified School District each represents and warrants that it, and its officials, agents, employees and subcontractors have and will continue to receive training so as to be familiar with the provisions of the Family Educational Rights and Privacy Act ("**FERPA**"), Children's Online Protection & Privacy Act ("**COPPA**") and equivalent state provisions, and each party agrees that it will comply with such provisions and take all reasonable measures necessary to protect student education records from unauthorized acquisition or release. In the event that any unauthorized acquisition or release of student education records occurs, each party agrees to advise the other promptly upon discovery of such unauthorized acquisition or release and, if required by law, Capistrano Unified School District will notify the affected parent, legal guardian or student (if at least 18 years of age), as applicable, in writing of such unauthorized acquisition or unauthorized release. TalkingPoints acknowledges that Pupil Records must be protected and will take all legally required actions, including the designation and training of responsible individuals, to ensure the security and confidentiality of Pupil Records. TalkingPoints will identify those employees and subcontractors who will have access to Pupil Records and ensure such individuals receive appropriate instructions as to how to comply with the security and confidentiality requirements of this Agreement with respect to Pupil Records. TalkingPoints warrants that all Pupil Records will be encrypted in transmission using a minimum of 128 bit AES encryption. In addition, TalkingPoints will use industry-standard and up -to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under this Agreement. The parties agree that the commitments agreed to in this section are to ensure compliance with California Education Code Section 49073.1. If TalkingPoints

experiences an unauthorized acquisition or release of Capistrano Unified School District's student education records, other than through the fault of Capistrano Unified School District, TalkingPoints shall take reasonable steps to immediately limit and mitigate such breach, including immediately notifying Capistrano Unified School District.

(b) Sharing of Capistrano Unified School District Data. TalkingPoints will not share Capistrano Unified School District Data with, or disclose it to, any third party except (i) as directed by Capistrano Unified School District or Capistrano Unified School District Users, (ii) to Capistrano Unified School District Users as contemplated by this Agreement, (iii) to TalkingPoints's subcontractors who need access to fulfill TalkingPoints's obligations under this Agreement and who have agreed to maintain the confidentiality of such information or (iv) as required by applicable law. When TalkingPoints believes that any disclosure is required by applicable law, it shall promptly notify Capistrano Unified School District prior to the disclosure and give Capistrano Unified School District a reasonable opportunity to object to the disclosure.

TalkingPoints complies with applicable laws regarding online advertising and will not serve behaviorally targeted Ads. Advertising by companies other than TalkingPoints is not permitted on the Services.

(c) Storage and Process. TalkingPoints will store and process Capistrano Unified School District Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.

(d) Right to Correct. A parent, legal guardian, or student who has reached 18 years of age may review personally identifiable information in the student's education records and correct erroneous information by serving a written request for access or description of the erroneous information and written request for correction upon Capistrano Unified School District and furnishing Capistrano Unified School District, upon request, such information as is reasonably requested to respond to the request. Capistrano Unified School District is responsible for correcting all such erroneous information and TalkingPoints agrees to fully cooperate with Capistrano Unified School District to make such corrections.

(e) Social Security Numbers. Capistrano Unified School District agrees that it will not collect or store as part of Capistrano Unified School District Data or otherwise any social security numbers.

19. TalkingPoints Warranty

(a) Software Warranty. TalkingPoints warrants to Capistrano Unified School District that the Software as delivered, will materially comply with the published specifications of TalkingPoints for such Software. TalkingPoints's obligations under this warranty are limited to providing Capistrano Unified School District with a copy of corrected Software. TalkingPoints does not warrant that the operation of the Software will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, TALKINGPOINTS AND Capistrano Unified School District ACKNOWLEDGE THAT THE SOFTWARE IS NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SOFTWARE OF THIS TYPE.

(b) No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TALKINGPOINTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, THIRD PARTY MATERIALS, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE LICENSED TO Capistrano Unified School District IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

20. Rights in Law and Equity Remain

The foregoing rights to terminate as set forth in Section 9, above, are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

21. Miscellaneous

(a) Governing Law & Venue. This Agreement will be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws. The Orange County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

(b) Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties will at all times be that of independent contractors. Neither party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

(c) Interpretation. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

(d) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(e) Limitation of Liability. In no event will either party be liable to the other party or to any third party for any incidental, special, indirect, exemplary, punitive or consequential damages arising out of or relating to this Agreement, including any damages for business interruption, loss of use, or lost or damaged data, whether arising out of breach of contract, tort (including negligence) or otherwise, even if such party or any of its authorized representatives has been advised of the possibility of such damages. Each party's aggregate liability arising out of or relating to this Agreement for any damages, costs, judgments, expenses or loss resulting from any claims, demands, or actions arising out of or relating to this Agreement will not exceed the fees paid or due payable by Capistrano Unified School District to TalkingPoints during the preceding twelve (12) months pursuant to this Agreement. Capistrano Unified School District also agrees that the TalkingPoints Software is not intended or designed for use in high-risk activities or highly-sensitive information, or in any situation where failure of delivery or limited performance (including translational quality of the Software) or any error in the Software could lead to death, damage to property, personal injury or where other damages could result if an error occurred. Notwithstanding the foregoing, this Limitation of Liability Section 21(e) shall have no effect on or applicability to the indemnification obligations as set forth in Section 21(f), below.

(f) Indemnification: TalkingPoints agrees to hold harmless, indemnify, and defend Capistrano Unified School District and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. TalkingPoints also agrees to hold harmless, indemnify, and defend Capistrano Unified School District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to TalkingPoints in connection with the performance of this Agreement. This provision survives termination of this Agreement.

(g) Force Majeure. Neither party will be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times will be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

(h) Assignment: The obligations of TalkingPoints under this Agreement shall not be assigned by TalkingPoints without the express prior written consent of Capistrano Unified School District.

(i) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: TalkingPoints certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

(j) Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. TalkingPoints agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

(k) Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

(l) Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

(m) Due Authority of Signatories. Each individual signing this Agreement on behalf of a party represents and warrants that he or she has been duly authorized by appropriate action of such party to execute, and thereby bind such party to, this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

TalkingPoints

Capistrano Unified School District



Name: James Reile
Title: VP of Sales
Date: January 11, 2021

Signature: _____

Name: Susan Holliday, E.D.

Title: Chief Administrative Officer, Education and Support Services

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Chief Academic Officer, Education and Support Services
Prepared by: David Stewart, Assistant Superintendent, School Leadership and Instruction,
Elementary

Date: February 17, 2021

Board Item: Agreement for Participation with the YMCA of Orange County Laguna Niguel,
to Provide a Physical Education Noontime Sports Program for Students at
Marblehead Elementary School 2020-2021

HISTORY

District schools have successfully collaborated with the YMCA of Laguna Niguel to provide a Noontime Sports Program to students during recess and lunchtime in past years. These schools include Concordia, Hidden Hills, Castille, Truman Benedict and Viejo Elementary Schools.

BACKGROUND INFORMATION

The YMCA of Laguna Niguel offers a Noontime Sports program for elementary schools for grades kindergarten through grade 5. The program activities provided are developmentally appropriate and customized based on age groups and student needs in an organized sports setting. The program is held 2 or 3 days per week during lunch/recess periods for approximately 2 hours per day, with qualified YMCA staff at the school site.

CURRENT CONSIDERATIONS

Marblehead Elementary School has expressed interest in securing this Noontime Sports Program for their students. The program would provide organized sports for students at the school during lunchtime. The YMCA will follow all health and safety protocols as outlined in the Standard Operating Procedures. Students will be divided into four cohorts, each in a different quadrant of the playground, and will not be mixed. Students must keep masks on at all times unless they are able to maintain a 6-foot distance from other students.

FINANCIAL IMPLICATIONS

The estimated expenditure under this contract is \$4,800 funded by site and gift funds. It is estimated that 245 Marblehead Elementary School students will participate in the YMCA of Orange County Laguna Niguel Noontime Sports program for the 2020-2021 school year.

STAFF RECOMMENDATION

Approval of Agreement for Participation with the YMCA of Orange County Laguna Niguel, to Provide a Physical Education Noontime Sports Program for students at Marblehead Elementary School 2020-2021.

PREPARED BY: David Stewart, Assistant Superintendent, School Leadership and Instruction,
Elementary

APPROVED BY: Susan Holliday, Chief Academic Officer, Education and Support Services



YMCA SERVICE AGREEMENT

This Agreement is made and entered into this 19th day of February 2021, by and between the YMCA of Orange County, a not-for-profit corporation and Marblehead Elementary School, referred to throughout this Agreement as the YMCA and Program Service Recipient.

WHEREAS, the Program Service Recipient agrees to have the YMCA conduct services at the Program Service Recipients location and,

WHEREAS, the YMCA desires to utilize the premises of the Program Service Recipient in order to conduct services; and,

WHEREAS, it is the desire of the parties to memorialize this understanding in a written agreement in which the YMCA shall conduct services at the premises owned by the Program Service Recipient and the YMCA shall be allowed to conduct program pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Term

- a. The term of this Agreement shall be for the period of February 19, 2021 – May 28, 2021 and is subject to renewal for subsequent terms by agreement of both parties.

2. Program

- a. The program covered by this agreement includes Program Service Recipients premises. Attached hereto as Exhibit A describes the program and premises which is the subject of this agreement.

3. Payment

CUSD agrees to compensate the YMCA for performance of the services above on the following basis:

- Total program cost: \$\$4,800
- 1st payment March 1st: \$2,400
- 2nd payment May 1st: \$2,400

4. Responsibilities of Program Service Recipient:

- a. Program Service Recipient shall solely be responsible for malfunctions, maintenance and repairs of equipment, facilities, premises. This shall include malfunctions, maintenance and repair to the equipment, facilities, premises or property provided by CUSD.
- b. Program Service Recipient shall be responsible for full compliance with all cleaning procedures as regulated by the Department of Public Health. This shall include, but not be limited to routine



and surrounding area housekeeping.

- c. Program Service Recipient shall not violate any City, County, or State Law in or about the said premises.

5. Responsibility of YMCA

- a. To provide qualified YMCA staff during the program hours. Each staff member shall have been screened, trained, have proper certifications to provide the services for the respective assignment.
- b. Hire, staff, train, schedule and supervise all assigned program staff.
- c. Pay all compensation with respect to its staff including wages and employment taxes and benefits.
- d. The YMCA Director or his/her designee will notify, as soon as practicable, the designated CUSD representative of any safety or code violations by any YMCA assigned personnel.
- e. Provide program including: Noontime Sports (M,W,F) with the attached parameters per Principal Morris.
- f. Ratio will be 1:20 utilizing Marblehead YMCA staff, 4 cohorts (each in a different quadrant of the playground with no comingling)

6. Insurance

The YMCA shall maintain at its expense during the term of this Agreement comprehensive general liability insurance for the joint protection of the YMCA and CUSD against claims for personal injury, death or property damage arising out of the negligence by the YMCA and/or its agents arising out of the program on the premises of the CUSD property. The insurance shall be in the minimum amount of Two Million Dollars (\$2,000,000) per occurrence. CUSD shall maintain at its expense during the terms of this Agreement comprehensive general liability insurance for the joint protection of CUSD and the YMCA against claims of personal injury, death or property damage. The insurance shall be in the minimum amount of Two Million Dollars (\$2,000,000) per occurrence. EXCLUDED FROM THE INSURANCE COVERAGE PROVIDED BY YMCA, IS ANY OCCURRENCE WHILE ON PROGRAM SERVICE RECIPIENTS PREMISES THAT WAS NOT DUE TO THE YMCA'S NEGLIGENCE. CUSD'S INSURANCE SHALL BE THE SOLE REMEDY FOR SUCH LOSSES.

The YMCA shall maintain at its expense during the term of this Agreement Sexual Abuse and Molestation Insurance with at least the same limits as set forth above for the CGL coverage, covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse. CUSD must be named as an additional insured. The coverage must contain a severability of interests/cross liability clause or language stating that the YMCA's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



7. Indemnification

- a. Program Service Recipient shall indemnify, defend with competent counsel and hold the YMCA, its employees and agents harmless of and from any loss, damage, claim or expense including reasonable attorney's fees arising out of any act by Program Service Recipient and/or Program Service Recipient Employee or Agent which causes harm of any type to an employee or student.
- b. YMCA shall indemnify, defend with competent counsel and hold Program Service Recipient its employees and agents harmless of and from any loss, damage, claim or expense including reasonable attorney's fees arising out of any act by YMCA and/or a YMCA Employee or Agent which causes harm of any type to an employee or student.

8. Assignment

Neither Program Service Recipient nor the YMCA shall have the right to assign this Agreement without prior written consent of both parties.

9. Attorney's Fees

If a suit or action is brought to enforce this Agreement or any provision hereof, or to rescind or disaffirm this Agreement or any provision hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses, both trial and appellate, in addition to its costs and disbursements allowed by law, which shall include the costs of any discovery proceedings.

10. Binding Effect

This Agreement shall be binding upon, and shall inure to the benefit of the parties and their respective successors and assigns.

11. Amendments

No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced in writing and is then properly executed by the parties hereto.

12. Nonprofit Status of YMCA

Should anything in this Agreement adversely affect the YMCA's not-for-profit status, this Agreement shall be immediately terminated.

13. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity,



illegality, or unenforceability shall not affect any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the services contemplated hereby be performed as originally contemplated to the greatest extent possible.

14. Entire Agreement; No Waiver

This Agreement, together with any exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, oral or written, between the parties. In the event of any conflict between the terms and provisions of this Agreement and those of any exhibit, the terms of this Agreement shall govern. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the parties hereto, any benefit or any legal or equitable right, remedy or claim under this Agreement. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the day and date shown forth above.

YMCA OF ORANGE COUNTY

CUSD

Name and Title: Debra Dady, COO
 Signature: [Handwritten Signature]
 Date: 1/12/21

Name and Title: Faith Morris, Principal
 Signature: [Handwritten Signature]
 Date: 1-12-21

Name and Title: _____
 Signature: _____
 Date: _____



**FOR YOUTH DEVI
FOR HEALTHY LIV
FOR SOCIAL RESP**

Noontime Calendar/Payment Schedule
Marblehead- 3 Day (M,W,F)

Days Selected: Monday-Wednesday-Friday
Program Selected: Noontime

Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Monthly Cost	
September '20																																\$ -	
October '20																																	\$ -
November '20																																	\$ -
December '20																																	\$ -
January '21																																	\$ -
February '21																																	\$ -
March '21																																	\$ 200.00
April '21																																	\$ 1,400.00
May '21																																	\$ 1,000.00
																																	\$ 1,200.00

Total Cost for Year: \$ 3,800.00
Administrative Cost: \$ 1,000.00

Total Cost for Program: \$ 4,800.00

Payment Schedule - 2 Payment of: \$ 2,400.00
Due March and May

From: Morris, Faith D. <FDMorris@capousd.org>
Sent: Tuesday, December 8, 2020 9:29 AM
To: Servando Vera <svera@ymcaoc.org>
Cc: trina getz <trinagetz@yahoo.com>
Subject: Noon Sports

Hi Servando,

We would like to proceed with bringing noon sports to Marblehead. We think 3 days a week would be a good start – Mondays, Wednesdays and Fridays. If possible, we would like to start when we return after Winter Break, January 4th.

Here are the parameters we have to work with:

- Only site based YMCA staff can provide the supervision
- Our students are divided into four cohorts, each in a different quadrant of the playground each day; these groups cannot be mixed.
- We will need you to keep track of who works with each group each day.
- Staff must keep masks on at all times.
- Students may remove masks ONLY if they are able to maintain a 6ft distance from other students.

Faith Morris



CULTIVATING GREATNESS

Faith D. Morris Ed.D.
Principal, Marblehead Elementary School
(949) 234-5339

Follow Marblehead Dolphins on:



[*Twitter*](#)



[*Facebook*](#)



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CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: February 17, 2021

Board Item: Amendment to Master Services Agreement – Strategic Kids

HISTORY

Strategic Kids works in over 250 schools in over 30 school districts in Orange County, Denver, CO and northern Washington state, including schools in Saddleback Valley Unified, Newport Mesa Unified, Orange Unified, Laguna Beach Unified, and Garden Grove Unified School Districts. They have also been working with Journey Charter School running all after school programming since September 2019.

BACKGROUND INFORMATION

Strategic Kids provides supervision and education support services to students engaged in the Extended Learning Program and students during non-instructional minutes. A Master Services Agreement (MSA) with Strategic Kids was ratified at the October 21, 2020 Regular Board Meeting. The MSA was amended at the December 16, 2020 Regular Board Meeting to extend the term of the agreement through June 30, 2021.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the amendment of the Master Services Agreement with Strategic Kids to provide supervision for extended learning and campus supervision while continuing to recruit CUSD employees for District positions. The not-to-exceed amount has been updated to \$1,900,000.

FINANCIAL IMPLICATIONS

Expenditures under this agreement are not-to-exceed \$1,900,000 funded by the general fund and CARES Act. These costs have been budgeted to support the needs of extended learning, and will be used to cover the costs of this amended agreement.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the amendment of the Master Services Agreement with Strategic Kids.

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

PRIVATE AGENCY STAFFING AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on September 28, 2020, between STRATEGIC KIDS ("Provider"), and the CAPISTRANO UNIFIED SCHOOL DISTRICT ("District").

RECITALS

WHEREAS, Provider is engaged in the business of providing personnel for the performance of certain education related services;

WHEREAS, District has a staffing shortage caused by issues related to the emergency global pandemic, COVID-19;

WHEREAS, District wishes to retain Provider to provide personnel to District through an emergency appointment until such time as the District can employ qualified employees

NOW, THEREFORE, Provider and District agree as follows:

A. SCOPE OF SERVICES

1. Provider agrees to provide qualified Paraeducators and Student Supervisors to the District, as requested by the District, to provide supervision and education support services to students engaged in the Extended Learning Program and students during non-instructional minutes. Any personnel provided by Provider shall be referred to herein as Supplied Personnel.

2. Supplied Personnel will hold and maintain appropriate qualification requirements, including the following:

- Graduation from high school or equivalent experience
- Some experience working or volunteering in a classroom environment preferred
 - Valid First Aid and CPR certificates as authorized by the American Heart Association or American Red Cross
 - Proficiency in English usage, language arts, and mathematics or pass the California Basic Educational Skills Test (CBEST), or completion of 2 years of college
- Provider agrees to cooperate with District's reasonable requests with respect to the supplying of personnel.

3. Supplied Personnel will provide services in compliance with applicable state and federal regulations and in accordance with the District's policies, procedures, rules and regulations, including, but not limited to, health orders by the California Department of Public Health, Orange

County Health Care Agency, and District policies related to COVID-19. The District shall notify Provider as timely as practicable upon discovery of any failure by any Supplied Personnel to comply with any state or federal regulations or of the District's appropriate policies, procedures, rules and regulations. Provider warrants that the Work will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards.

4. Supplied Personnel shall be provided with copies of or access to the District's policies, procedures, rules and regulations.

5. Supplied Personnel also shall have access to any records necessary to provide services required herein accordance with all applicable federal, state and local statutes, rules and regulations, as well as under HIPPA regulations and District's policies, procedures, rules and regulations.

B. PRICE AND PAYMENT TERMS

1. As full compensation for the services rendered pursuant to this Agreement, the District will pay Provider \$35 per hour for each Supplied Personnel assigned to a designated work day, when there are up to nine Supplied Personnel assigned in a day. If there are 10 or more Supplied Personnel assigned in a day, the District will pay Provider \$31 per hour for each additional Supplied Personnel beyond the initial nine individuals assigned. No additional taxes or fees are due related to services under this Agreement, except subject to paragraph 3 below.

2. Invoices will be submitted monthly by Provider for payment in full by District on a 45 days net basis as from the date of invoice. If payment of invoices is not current, the provider may suspend performing further work with notice to the District.

3. Provider shall be reimbursed for any reasonable and actual out-of-pocket expenses incurred by Supplied Personnel in the performance of Provider's duties and responsibilities under this Agreement, provided that the District has previously approved such costs and/or expenses in writing. Reimbursement for any costs and/or expenses shall be made to Provider within forty-five (45) days of receipt of invoice along with written documentation of all costs and/or expenses incurred. Cost of travel by Supplied Personnel between the District's school sites, as opposed to costs of commuting to and from the District, similarly shall be reimbursed.

4. Supplied Personnel will not exceed 100 per day during the period of January 4, 2021 through June 30, 2021.

C. TERM AND TERMINATION

A. This Agreement shall become effective on the January 4, 2021 and shall continue through June 30, 2021, unless the Agreement is earlier terminated by either Party in accordance with Section 4.B, below. This Agreement may be amended, renewed or extended by the mutual written consent of the District and Provider.

B. District may terminate this Agreement without cause upon ten (10) days' written notice. In the event of termination without cause, District agrees to pay Provider for all of the undisputed Work performed up to the date of termination notice.

C. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least five (5) days' written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

D. RELATIONSHIP OF PARTIES AND SUPPLIED PERSONNEL

1. Provider as Sole Employer

a. Provider shall serve as the sole employer of all Supplied Personnel, and exercise exclusive authority to supervise and evaluate its employees, except as expressly provided herein. Administrators employed by District shall be present at District's facilities when the Work is being performed, and shall have the right to direct the activities of Supplied Personnel as needed to coordinate the Work of Supplied Personnel with that of the District's staff and students and to address matters related to the safety of students and others on school grounds and compliance with rules and regulations of the District.

b. All persons employed by Provider in the performance of services and functions with respect to this Agreement shall be deemed employees of Provider and no Supplied Personnel shall be considered an employee of the District or under the jurisdiction of District, nor shall such Supplied Personnel have any District pension, civil service, or other status while an employee of Provider. Provider is solely responsible and liable for carrying workers' compensation insurance for its employees and for paying any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local as required by applicable law.

2. Fingerprinting and Health Clearance - Provider acknowledges and agrees that any health or safety requirements established by the District and applicable to District's employees are similarly applicable to all Supplied Personnel who perform services in connection with this Agreement. Prior to commencing work under this Agreement, all Supplied Personnel shall (a) be fingerprinted in the same manner, and in accordance with the same District policies and procedures, as apply to District instructional aides and clear a Department of Justice and Federal Bureau of Investigation criminal background check; and (b) shall provide proof of all required health clearances, including, but not limited to tuberculosis clearance.

3. Person Disqualified From Providing Services

a. Provider shall not employ to perform services in the Program any individual who has been convicted of a sex offense, as defined at Education Code section 44010; a drug offense, as defined at Education Code section 44010; and/or a violent or serious felony, as listed in Penal Code section 667.5(c) or Penal Code section 1192.7(c)

b. In the event Provider becomes aware that any person employed in connection with providing services under this Agreement has been arrested or convicted of any

offense included in Section 3.C.1 above, Provider shall immediately notify the District and remove said employee from performing services under this Agreement and from otherwise interacting with District students until such time as the District and Provider agree the employee may resume performing the Work.

c. Any person who was previously terminated from employment with the District may not be employed by Provider to perform services under this Agreement.

E. CONFIDENTIAL INFORMATION

1. Provider acknowledges that, during the term of this Agreement, Provider and/or its Supplied Personnel may have access to privileged and confidential materials and information maintained by the District, including information concerning students. Provider agrees to keep all such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement, except to the extent that such disclosure or use is reasonably necessary to the performance of the Work. Provider warrants it has obligated the Supplied Personnel to abide by the terms of this Agreement related to the nondisclosure of confidential information and shall be liable for the breach of this provision by the Supplied Personnel.

2. All information relating to Provider that is known to be confidential, or which is clearly marked as such, shall be held in confidence by the District and will not be disclosed or used by the District except to the extent that such disclosure or use is reasonably necessary to the performance of District's duties and obligations under this Agreement.

F. COMPLIANCE WITH LAWS, POLICIES AND PROCEDURES

Provider shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations that are applicable to the District, whether enacted or promulgated by any public or governmental authority or agency, including the District. This includes, but is not limited to, not discriminating against any person on account of race, color, religion, sex, marital status, disability, gender, gender identity, gender expression, sexual orientation, ethnicity, national origin or nationality, or ancestry.

G. INSURANCE

1. General Liability and Property Damage - Provider agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Provider's use of facilities under this Agreement. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.

Sexual Abuse and Molestation Insurance with at least the same limits as set forth above for the CGL coverage, covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse. District Entities must be named as additional insureds. The coverage must contain a severability of interests/cross liability

world.

J. NOTICE/AUTHORIZATION

Notices required to be given pursuant to this Agreement shall be in writing and shall be delivered via: (i) personal delivery; (ii) certified or registered United States mail, postage pre-paid and return receipt requested; (iii) facsimile transmission, with original deposited into United States mail, first-class postage prepaid, within twenty-four hours of transmission; or (iv) reliable overnight delivery services, such as U.P.S., Federal Express or Overnite Express; provided, however, that any such notice shall be valid only if delivered to the following person(s):

For the District:

Capistrano Unified School District
Attn: Tim Brooks,
Associate Superintendent, Human Resource Services
33122 Valle Rd, San Juan Capistrano, CA 92675

For Provider:

Strategic Kids
Attn: Adam Brody, President

K. NON-ASSIGNMENT

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

L. ARBITRATION

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of California. The arbitration shall be held in California. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

clause or language stating that Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation - Provider shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

3. Notice; Additional Named Insureds - All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days' written notice from the insurance company to both Parties hereto before cancellation or change in coverage, scope or amount of any policy. District shall be designated as an additional named insured.

4. Insurance Endorsements - Concurrent with the execution of the Agreement and prior to any use by Provider of the District's facilities, Provider will provide District with an endorsement(s) verifying such insurance and the terms described herein. Provider's insurance shall be primary and separate from any insurance obtained by the District, which shall be secondary and not contributory to satisfy the requirements made of the Provider herein.

H. LIABILITY/INDEMNIFICATION

Provider shall be responsible for, and District shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of Provider, its agents, officers, employees, guests, or invitees, or in connection with Provider's services, including the Work of Supplied Personnel, under this Agreement. Accordingly, Provider agrees to fully indemnify, defend and hold harmless the District, its board members, officers, agents, employees, and invitees from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, causes of action, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of the acts, omissions, and/or negligence of Provider, its agents, officers, employees, guests, or invitees, or in connection with Provider's services, including the Work of Supplied Personnel, under this Agreement. The foregoing indemnity shall not apply to actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of the District, its board members, agents, employees or officers. The provisions of this Section shall survive the termination or expiration of this Agreement.

I. OWNERSHIP OF INTELLECTUAL PROPERTY

To the extent that Provider has received payment of compensation as provided in this Agreement, any work of authorship created in conjunction with the Work will be deemed a "commissioned work" and "work made for hire" to the greatest extent permitted by law and District will be the sole owner of the Work and/or any works derived there from. To the extent that the Work is not properly characterized as "work made for hire," then Provider hereby irrevocably assigns to District all right, title and interest in and to the Work (including but not limited to the copyright therein), and any and all ideas and information embodied therein, in perpetuity and throughout the

M. ATTORNEYS' FEES

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

N. SEVERABILITY

If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

O. FORCE MAJEURE

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

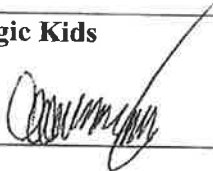

P. NO WAIVER

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

Q. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

<p>Provider: Strategic Kids</p> <p>By: Adam Brody </p> <p>Title: President</p> <p>Date:</p>	<p>District: Capistrano Unified School District</p> <p>By: Tim Brooks </p> <p>Title: Associate Superintendent, HRS</p> <p>Date:</p>
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CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

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

Date: February 17, 2021

Board Item: Annual Report – Employment of Relatives

HISTORY

This is a standing item that is presented to the Board of Trustees on an annual basis.

BACKGROUND INFORMATION

Board Policy 4112.8, 4212.8, 4312.8, Employment of Relatives, requires the Board of Trustees be provided the names, positions and work locations of close relatives employed within the same department or work location. The purpose of this policy is to ensure that assignments do not interfere with the orderly supervision, security or morale of the school, department or work location. For purposes of this policy, relative includes the individual’s spouse, domestic partner, parents, grandparents, great-grandparents, children, stepchildren, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual’s spouse or domestic partner. District department administrators and principals were asked to provide information regarding the names and positions of close relatives employed within their work location. The information provided confirms that the assignment of close relatives at the identified work locations is not interfering with the orderly supervision, security or morale of those work locations.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of Annual Report – Employment of Relatives.

FINANCIAL IMPLICATIONS

There is no fiscal impact.

DATA

Data for this item can be found in the supporting exhibit.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Annual Report – Employment of Relatives.

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

Work Location	Employee Full Name	Position Title	Relative's Name	Relation to Employee	Relative's Position Title
Adult Transition/Bridges/Career Prep	Zac Jones	ParaEducator	Denise Jones	Son	Job Technician
Adult Transition/Bridges/Career Prep	Brian Howell	Teacher	Kristy Howell	Spouse	ParaEducator
Aliso Niguel High School	Randy Dodge	Coach	Tess Dodge	Daughter	Assistant Coach
Aliso Viejo Middle School	Phillip Andrews	Teacher	Megan Persinger	Sibling	Teacher
Ambuehl Elementary School	Dagley, Nathan	Education Specialist	Lowe, Sven	Spouse	ParaEducator
Arroyo Vista K-8	Jennifer Vega	Teacher	Raul Vega Jr	Spouse	Teacher
Capistrano Valley High School	Amanda Carlisle	Teacher	Bruce Carlisle	Spouse	Teacher
Capistrano Valley High School	Christina Garrity	Teacher	Tin Garrity	Spouse	Teacher
Capistrano Valley High School	Cole Miller	Teacher	Katy Miller	Sister-In-Law	Teacher
Capistrano Valley High School	Debbie Reynolds	Campus Supervisor	Brenda Martinez	Sister	Locker Room Attendant
Capistrano Valley High School	Kim Morgan	LVN	Chip Collins	Spouse	Campus Supervisor
Concordia Elementary School	Colleen Martin	Teacher	Katarzyna Martin	Sister-In-Law	Student Supervisor
Don Juan Avila Elementary School	David Ponce	Teacher	Frances MacLain	Mother	Elementary Student Supervisor
Esencia K-8					
Food and Nutrition Services	Maria Ortiz	Lead Food Service Professional	Octavio Rodriguez	Sibling	Food Service Delivery Driver
Food and Nutrition Services	Maria Ortiz	Lead Food Service Professional	Esmeralda Rodriguez	Niece	Food Service Worker
Food and Nutrition Services	Lorenz Zamarripa	Lead Food Service Professional	Elvira Farias	Sibling	Food Service Worker
Food and Nutrition Services	Elvira Farias	Food Service Worker	Patricia Farias	Sister-In-Law	Food Service Worker
Food and Nutrition Services	Norma Rojas	Food Service Worker	Anayeli Pedraza	Daughter	Food Service Worker
Food and Nutrition Services	Marleth Ibarra	Food Service Worker	Maria Ibarra	Parent	Food Service Worker
Hidden Hills Elementary	Janice Hurtado	Student Supervisor	Joyce Hurtado	Sibling	Student Supervisor
John S. Makom Elementary School	Todd Hoffman	Teacher	Amy Zaharek	Sibling	Teacher
John S. Makom Elementary School	Carol Choquehuana	Teacher	Isabelle Choquehuana	Daughter	ParaEducator I
John S. Makom Elementary School	Bridget Koper	ParaEducator I	Kimberly Forrest	Parent	ParaEducator I
Ladera Ranch Middle School					
Las Flores Middle School					
Marco Forster Middle School					
Moulton Elementary School	Eric Frommholz	Teacher	Maggie Frommholz	Spouse	Teacher
Newhart Elementary School	Roya Akhlaghi	LVN	Anita Kinnam	Daughter	Elementary Student Supervisor
Office of Language Acquisition	Jesus Herrera Castaneda	ParaEducator IV	Jessica Bertram Cruz	Spouse	ParaEducator IV
RH/Dana Elementary School	Claudia Ortega-Sanchez	Bilingual Community Services Liaison	Carmen Ortega	Sibling	Liaison
RH/Dana Elementary School	Patricia Becerra	Elementary School Clerk	Javier Gutierrez	Cousin	Custodian III
RH/Dana ENF	Karen Keyte	ParaEducator IV	Gabrielle Keyte	Daughter	ParaEducator IV
RH/Dana ENF	Karen Keyte	ParaEducator IV	Mary Beck	Sibling	ParaEducator IV
RH/Dana ENF	Jasmin Meza Cruz	ParaEducator IV	Elida Meza Cruz	Sibling	ParaEducator IV
RH/Dana ENF	Cynthia Ortiz Rodriguez	ParaEducator IV	Angela Contreras	Cousin	ParaEducator IV
San Clemente High School	Cara Batchelder	ParaEducator III	Cayla Smith	Daughter	ParaEducator IV
San Clemente High School	Thomas Dollar	Teacher	Alyssa Dollar	Brother/Sister-In-Law	Teacher
San Clemente High School	Karen Shrader	Teacher	Loren Shrader	Daughter	Teacher
San Juan Elementary School	Vannia Rodriguez	ParaEducator III	Annette Romero	Cousin	ParaEducator I
San Juan Hills High School					
Shorecliffs Middle School					
Student Support Services	Scott Kearney	Teacher	Tanya Schwab-Kearney	Spouse	Teacher
Student Support Services	Terry Antonius	Speech-Language Pathologist	Linda Antonius	Spouse	Speech-Language Pathologist
Tesorero High School	Brian McHugh	Teacher of the Visually Impaired	Catherine McHugh	Spouse	Teacher of the Visually Impaired
Tesorero High School	Colleen Hammett	Teacher	Patrick Hammett	Spouse	Teacher
Tesorero High School	Jennifer Woodward	Teacher	Richard Woodward	Spouse	Teacher
Tesorero High School	Tricia Reyes	Teacher	Ra Reyes	Spouse	Teacher
Tesorero High School	Cassie Johnston	ParaEducator IV	Monica Coleman	Aunt	ParaEducator IV
Tijeras Creek Elementary	Mike Stanley	Teacher	Karin Stanley	Spouse	Speech-Language Pathologist
Transportation	Bernice Anya	ParaEducator	Stephanie Anya	Spouse	ParaEducator
Transportation	Kimberly Doering	ParaEducator	Ross Doering	Spouse	Driver
Transportation	Matthew Martinez	Dispatcher	Danny Ramirez	Spouse	Driver
Transportation	Chris Ortega	Mechanic	Piedad Garcia	Parent	Driver
Transportation	Kaiti Galvan	Driver	Kym Gonzales	Parent	Driver
Transportation	Monica Conti	Driver	James Conti	Spouse	Driver
Transportation	Elijah Bartolini	Driver	Robin Nangle	Aunt	Driver
Transportation	Alfredo Lezama	Driver	Carmen Reyes	Domestic Partner	Driver
Transportation	Jazmin Chicas	Driver	Carlos Chicas	Parent	Director
Vista Del Mar Middle School	Jeff Mays	Teacher	Stephanie Bartlett	Sibling	TOSA

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: February 17, 2021

Board Item: Biannual Authorization of Coaches to Provide Second Semester Physical Education Credit

HISTORY

This is a standing item that is presented to the Board of Trustees on a semester basis. Education Code § 44258.7(b) allows the local governing board to authorization a person who holds a teaching credential in a subject or subjects other than physical education to coach one period per day in a competitive sport for which students receive physical education credit.

BACKGROUND INFORMATION

The District has a long standing practice of approving teachers who are credentialed in subjects other than physical education (PE) to provide PE credit to students in that respective sport. It is permissible for Districts to assign a teacher with a credential in a subject area other than PE to coach a competitive sport and award PE credit to students. State law requires that teachers be full time employees of the District, have completed a minimum of 20 hours of first aid instruction, and have been approved by the Board of Trustees.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the authorization of coaches to provide second semester physical education credit.

FINANCIAL IMPLICATIONS

There is no fiscal impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the authorization of coaches to provide second semester credit.

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

School	Last Name	First	Sport(s)
Aliso Niguel High School	Alvarez	Sharon	Softball
Aliso Niguel High School	Barnett	Keith	Basketball
Aliso Niguel High School	Calahan	Michael	Football
Aliso Niguel High School	Colwell	Greg	Wrestling
Aliso Niguel High School	Cox	Ryan	Swim (G)
Aliso Niguel High School	Golden	Jeremy	Musical Theater
Aliso Niguel High School	Hanson	Craig	Baseball
Aliso Niguel High School	Lusar	Patricia	Track & Field (G)
Aliso Niguel High School	Mashburn	Andrew	Pep Squad, Soccer, Volleyball, Tennis, Lacrosse (G), Basketball (G)
Aliso Niguel High School	Middlebrook	Stacy	Cross Country (G)
Aliso Niguel High School	Puffer	Jon	Swim (B)
Aliso Niguel High School	Turney	Jason	Golf
Aliso Niguel High School	Walsh	John	Cross Country (B)
Aliso Niguel High School	Weinberg	Dave	Marching Band, Auxiliary
Capistrano Valley High School	Addison	Chad	Athletic Director
Capistrano Valley High School	Crutis	Sean	Football
Capistrano Valley High School	Kohler	Thomas	Volleyball
Capistrano Valley High School	Minier	Michael	Golf
Capistrano Valley High School	Mulligan	Brian	Basketball
Capistrano Valley High School	Pender	Max	Surf
Capistrano Valley High School	Resnick	Joshua	Wrestling
Capistrano Valley High School	Schepens	Scott	Track and Field
Capistrano Valley High School	Sorgi	Adam	Baseball
Capistrano Valley High School	Sorrell	Jason	Soccer
Capistrano Valley High School	Tucker	Emily	Drama
Capistrano Valley High School	Waldukat	Andy	Marching Band
Dana Hills High School	Abedi	Reza	Wrestling
Dana Hills High School	Brooks	Mike	Swim
Dana Hills High School	Caestecker	James	Marching Band
Dana Hills High School	Cosenza	Brandon	Softball
Dana Hills High School	Desiano	Tom	Basketball
Dana Hills High School	Dunn	Craig	Track
Dana Hills High School	Forster	Glenn	Golf
Dana Hills High School	Kauo	Joe	Lacrosse
Dana Hills High School	Pierce	Carrie	Water Polo
Dana Hills High School	Sampson	Tim	Surf
Dana Hills High School	Skinner	Phil	Football
Dana Hills High School	Smith	Nic	Track
San Clemente High School	Cain	Josh	Lacrosse (G)
San Clemente High School	Calentino	Mark	Wrestling (B)
San Clemente High School	Johnson	Dan	Track & Field (B)
San Clemente High School	Proodian	Dave	Track & Field (G)
San Clemente High School	Dollar	Thomas	Swimming (B)
San Clemente High School	Salway	Andrew	Swimming (G)
San Clemente High School	Popovich	Marc	Basketball (B)
San Clemente High School	Stephens	John	Tennis
San Clemente High School	Swenson	Casey	Volleyball (G)
San Clemente High School	Luciani	Dave	Wrestling (B)
San Clemente High School	Reid	Matt	Pep Squad
San Clemente High School	Hamro	Jon	Soccer (G), Volleyball (B), Water Polo, Softball, Lacrosse (B), Wrestling (G), Basketball (G)
San Clemente High School	Flynn	Laura	Dance Team
San Clemente High School	Soto	Tony	Marching Band
San Juan Hills High School	Beilstein	Cambria	Drama, Musical Theater
San Juan Hills High School	Dileo	Timothy	Tennis
San Juan Hills High School	Efstathiou	Jason	Basketball
San Juan Hills High School	Frith	Robert	Football
San Juan Hills High School	McElroy	Dean	Marching Band
San Juan Hills High School	Moore	Farrel	Soccer (G)
San Juan Hills High School	Roberts	Nate	Golf, Surf
San Juan Hills High School	Summers	Robert	Cross Country, Track & Field
Tesoro High School	Ramirez	Gilbert	Basketball (G), Soccer (G), Cheer, Song, Track & Field, Cross Country (B), Lacrosse, Softball, Wrestling
Tesoro High School	Poston	Matthew	Football
Tesoro High School	Garrett	Steve	Basketball (B)
Tesoro High School	Polk	Richard	Volleyball
Tesoro High School	Harnett	Patrick	Tennis
Tesoro High School	Nieto	Antonio	Baseball
Tesoro High School	Cardey	Christian	Water Polo (B), Swim (G)
Tesoro High School	Tebbe	Courtney	Cross Country (G)
Tesoro High School	Skaff	Donald	Golf (G), Soccer (B)
Tesoro High School	Gibson	Michael	Swim (B)
Tesoro High School	Pinon	Ryan	Surf
Tesoro High School	Johnstone	Van	Golf (B)

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services
Prepared by: Riki Belshe, ATAP

Date: February 17, 2021

Board Item: Contract for Clinical and Instructional Programs with Loma Linda University

HISTORY

Historically, the District has partnered with universities to allow students enrolled in courses to earn their Speech Language Pathology (SLP) credential or Speech Language Pathology Assistant (SLPA) certification, to be paired with a veteran District Speech Language Pathologists as their supervisor. The supervisor supports the university student as each completes practicum/fieldwork hours required to earn their credential or certification.

BACKGROUND INFORMATION

In order to recruit the best new Speech Language Pathologists or Speech Language Pathology Assistants, the District partners with multiple universities to support students as they complete their program requirements.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the Contract for Clinical and Instructional Programs with Loma Linda University.

FINANCIAL IMPLICATIONS

There is no fiscal impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Contract for Clinical and Instructional Programs with Loma Linda University.

PREPARED BY: Riki Belshe, TOSA/TAP

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

CONTRACT FOR CLINICAL AND INSTRUCTIONAL PROGRAMS

BETWEEN

LOMA LINDA UNIVERSITY

AND

CAPISTRANO UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, made by and between **LOMA LINDA UNIVERSITY**, hereinafter called "the University" and **CAPISTRANO UNIFIED SCHOOL DISTRICT** hereinafter called "the Facility."

WITNESSETH

THAT WHEREAS the University has established approved Clinical Programs of special training covered by this Agreement and set forth in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the Program"; and

WHEREAS the Program requires facilities where students can obtain the clinical learning experience required in the curriculum; and

WHEREAS the Facility has the clinical setting and equipment needed by Program trainees as part of their practical learning experience;

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the University and the Facility agree as follows:

1. RESPONSIBILITIES OF THE FACILITY

1.1 The Facility will provide suitable clinical experience situations as prescribed by the Program curriculum and objectives to be provided by the University under paragraph 2.3 below. It is understood that in no case shall students replace regular staff.

1.2 The Facility will designate appropriate personnel to coordinate and supervise the student's clinical learning experience in the Program. This will involve planning between responsible University faculty and designated Facility personnel for the

assignment of students to specific clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the Clinical Education Program. That person will be known as the Clinical Education Supervisor. The Facility will notify the University in writing of any change or proposed change of the Clinical Education Supervisor.

1.3 The Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the University.

1.4 The Facility will withdraw a Program student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the Facility, or (b) the behavior of the student fails to conform to the applicable policies, procedures or regulations of the Facility. The Facility will reasonably assist the University, if necessary, in implementing this withdrawal. In such event, said student's participation in the clinical learning experience shall immediately cease.

1.5 The Facility reserves the right, exercisable in its discretion after consultation with the University, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the said Facility.

1.6 The Facility shall provide all equipment and supplies needed for clinical instruction at the Facility. The student's name/identification badge shall be provided by the University. Such equipment and supplies will be subject to its availability.

1.7 The Facility shall provide necessary emergency care or first aid required by an accident occurring at the Facility for a University participant under this program and, except as herein provided, Facility will have no obligation to furnish medical or surgical care to any student. The cost for any and all medical care provided shall be

borne by the University participant (student or faculty).

1.8 The Facility will provide the University with a copy of the written policies, procedures and regulations which will govern the student's activities while at the Facility.

1.9 The Facility will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the University on forms provided by the University.

2. RESPONSIBILITIES OF THE UNIVERSITY

2.1 The University will withdraw a student from the clinical program at the Facility upon notice as set forth in paragraph 1.5.

2.2 It shall be the responsibility of the Academic Coordinator of Clinical Education, after consultation with the Facility, to help plan the clinical educational program for student clinical experiences.

2.3 The University will provide the Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at the Facility.

2.4 The University will require all students to abide by the policies and procedures of the Facility while using its facilities and while at Facility. University students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Facility.

2.5 The University assures that all students are covered by health and liability (malpractice insurance) as set forth in paragraph 5. below.

2.6 The University will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The University will ensure that, prior to clinical placement, each student has taken or signed a waiver of declination of the Hepatitis B series and has had instruction in occupational exposure to bloodborne pathogens, protective practices to

avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials.

2.8 The University will agree that each student participating in Allied Health Programs shall be subject to criminal background check and drug/alcohol screening policy in effect at Facility during the time of the clinical experience. Criminal activity disclosure and/or positive drug test results shall be submitted to the University Program Director for action according to University Policy.

2.9 The University will ensure that, prior to clinical placement, each student will be skin tested for tuberculosis with the PPD test. University will determine frequency of retesting for student(s) based on University Protocol and Guidelines.

2.10 The University will ensure that, prior to clinical placement, each student will provide to University documentation of required immunization (s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; and d) Ruboela (2MMRs).

2.11 The University will provide to Facility a copy of a personal information sheet and a set of fingerprints for students if requested to do so by the Facility.

3. RESERVATION OF RIGHTS; PLACEMENT

The University reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

4. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

Recognizing that the specific nature of the clinical experience may vary, it is agreed by the University and the Facility upon execution of this Agreement and within

the scope of its provisions, the University departments may develop letter agreements with their clinical counterparts in the Facility to formalize operational details of the Clinical Education Program.

5. UNIVERSITY INSURANCE AND INDEMNIFICATION

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

- A. Hospital Professional Liability coverage with limits of one million dollars (\$1,000,000.00) per occurrence and an aggregate of three million dollars (\$3,000,000.00) for each student or faculty.
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- C. Workers' Compensation coverage covering University's full liability as required under applicable state law.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5.A. and B. shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Facility with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Facility of any cancellation of the above coverage.

The University hereby agrees to defend, indemnify, and save harmless the Facility from any liability, expense, causes of action, suits, claims, judgments or damages the Facility may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the act, failure to act or the negligence of the University, its employees, students, or authorized agents. The Facility agrees to give the University notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

6. FACILITY INSURANCE AND INDEMNIFICATION

The Facility shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. Workers' Compensation coverage covering Facility's full liability as required under applicable state law.

It should be expressly understood, however, that the coverage required under this Section 6.A. shall not in any way limit the liability of Facility.

The Facility, upon the execution of this Agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any cancellation of the above coverage.

The Facility hereby agrees to defend, indemnify, and save harmless the University from any liability or damage the University may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence of the Facility, its employees, or authorized agents. The University agrees to give the Facility notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

7. NONDISCRIMINATION

The Facility and the University agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. In addition, each party shall comply with all applicable federal, state and local discrimination laws including but not limited to the Civil Rights Act of 1964, the Equal Pay Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans

Readjustment Assistance Act of 1974. In addition, either party shall comply with all requirements of any applicable affirmative action laws, including but not limited to Executive Order 11246. The Facility understands that the University is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions and laws as an educational institution, including but not limited to 42 USC secs. 2000e-1, 2000e-2; Federal Executive Order 11246 (as amended); 41 CFR secs. 60-1.5(a)(5); 20 USC sec. 1681(a)(3); 34 CFR secs. 106.12(a) (b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code sec. 12926(d)(1); and Title II, Division 4, Chapter 2, Sec. 7286.5 of the California Code of Regulations, the First Amendment to the United States Constitution and Article I, sec. 4 of the California Constitution. The University does not waive any of the foregoing rights, privileges, and exemptions by entering this Agreement.

8. TERMINATION

This Agreement will be effective on the last date of signature and shall continue for a period of five (5) years. Either party may terminate this Agreement upon ninety (90) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

If the termination date occurs while a student of the University has not completed his or her clinical learning experience at the Facility and is in good standing with the Facility, the student shall be permitted to complete the scheduled clinical learning experience, and the University and the Facility shall cooperate to accomplish this goal.

9. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other or to exercise any such

function for the other party, except as specifically provided herein. The Facility and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Facility for any salaries, insurance or other benefits.

10. CONFIDENTIALITY

The University will require students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the Facility. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made; provided, however, either party may disclose such confidential information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or similar process or any law, rule, regulation or order. Failure to comply will result in the immediate termination of this Agreement, as well as all other remedies available at law or in equity. It shall be required of students and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the Facility and the patient, utilizing the patient confidentiality policies and procedures of the Facility.

11. NONASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by either party without the written approval of the other party. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

12. GENERAL

This agreement is written for the benefit of the parties hereto, and to no other. The parties to this contract acknowledge that the Facility retains the professional and administrative responsibility for patient care and the services it provides. The parties understand that the Facility must comply with all State and Federal regulations applicable

to the running of the Facility.

13. NOTICES

Notices required under this Agreement shall be mailed to the parties at the following addresses:

University:

Office of the Dean,
School of Allied Health Professions
Loma Linda University
Loma Linda, CA 92354

Facility:

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

14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

University agrees to inform all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent applicable. In addition, University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

IN WITNESS WHEREOF, the authorized representative of the parties have executed this Agreement effective the last date of signature by and between **LOMA LINDA UNIVERSITY** ("University") and **CAPISTRANO UNIFIED SCHOOL DISTRICT** ("Facility").

University:

Facility:

LOMA LINDA UNIVERSITY
Nichol Hall, Room 1606
Loma Linda, CA 92350

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

By _____
Richard H. Hart, MD, DrPH
President

By _____
Tim Brooks, Associate Superintendent
Human Resource Services

Date: _____

Date: _____

By _____
Craig R. Jackson, JD, MSW
Dean
School of Allied Health Professions

Date: _____

By _____
Clinic Coordinator

Date: _____

REVISED: October 2011

Sb/GC/Contracts/Aff-Agmt-LLU-TMPLT 2011

EXHIBIT A

SCHOOL OF ALLIED HEALTH PROFESSIONS

Cardiopulmonary Sciences:

Emergency Medical Care
Polysomnography
Respiratory Therapy
Cardiac Electrophysiology

Clinical Laboratory Science:

Clinical Laboratory Science
Cytotechnology
Phlebotomy

Communicative Sciences and Disorders:

Speech-Language Pathology
Speech-Language Pathology Assistant

Health Information and Informatics Management:

Coding Specialist
Health Information Administration
Health Informatics, MS

Nutrition and Dietetics:

Nutrition and Dietetics

Occupational Therapy:

Occupational Therapy
Occupational Therapy Assistant

Physical Therapy:

Physical Therapy
Physical Therapy Assistant

Physician Assistant

Radiation Technology:

Cardiac Electrophysiology
Diagnostic Medical Sonography
Medical Dosimetry
Medical Radiography
Nuclear Medicine Technology
Radiation Sciences
Radiation Therapy Technology
Radiologist Assistant
Special Imaging Technology/Computed Tomography, Magnetic Resonance Imaging/Cardiac and Vascular Imaging

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Prepared by: Rich Montgomery, Assistant Superintendent, Human Resource Services,
Grades 6-12, K-8, Alt Ed

Date: February 17, 2021

Board Item: Second Quarter Report – Williams Settlement Legislation Uniform Complaint

HISTORY

This is a standing item that is presented to the Board of Trustees on a quarterly basis.

The *Eliezer Williams, et al., vs. State of California, et al. (Williams)* case was filed as a class action in 2000 in San Francisco County Superior Court. The plaintiffs include nearly 100 San Francisco County students, who filed suit against the State of California and state education agencies, including the California Department of Education (CDE). The basis of the lawsuit was that the agencies failed to provide public school students with equal access to instructional materials, safe and decent school facilities, and qualified teachers.

The case was settled in 2004, and as a result, the CDE has made changes to the School Accountability Report Card (SARC) template that all schools must update and publish annually. The changes will help all schools report the overall condition of their facilities, the number of teacher misassignments and vacant teacher positions, and the availability of textbooks or instructional materials.

BACKGROUND INFORMATION

As a result of the Williams Settlement, Education Code § 35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, and facility conditions posing a threat to student/staff health or safety. Furthermore, Education Code § 35186 requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the acceptance of Williams Settlement Legislation Uniform Complaint Second Quarter Report.

FINANCIAL IMPLICATIONS

There is no fiscal impact.

DATA

During the second quarter, the District received no complaints.

STAFF RECOMMENDATION

It is recommended the Board of Trustees accept the Williams Settlement Legislation Uniform Complaint Second Quarter Report.

PREPARED BY: Rich Montgomery, Assistant Superintendent, Human Resource Services,
Grades 6-12. K-8, Alt Ed

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



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2020-21**

District: Capistrano Unified School District

District Contact: Rich Montgomery *RM*

Title: Assistant Superintendent, Human Resource Services

- Quarter #1 July 1 – September 30, 2020 Report due by October 30, 2020
- Quarter #2 October 1 – December 31, 2020 Report due by January 29, 2021
- Quarter #3 January 1 – March 31, 2021 Report due by April 30, 2021
- Quarter #4 April 1 – June 30, 2021 Report due by July 30, 2021

Check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancies or Missassignments	0	0	0
Facility Conditions	0	0	0
TOTALS	0	0	0

Name of Superintendent: Kirsten M. Vital

Signature of Superintendent: *KM* Date: 1/14/21

Please submit to:

Orange County Department of Education
P.O. Box 9050, Costa Mesa, CA 92628-9050
Attention: Alicia Gonzalez, Sr. Administrative Assistant/Redhill Site

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Date: February 17, 2021

Board Item: Resignations/Retirements/Employment – Certificated Employees

HISTORY

The activity list for employment, separation and additional assignments of certificated employees is a standing item that is presented during each regularly scheduled Board of Trustees meeting.

BACKGROUND INFORMATION

In accordance with California Education Code §§ 44830(a), 45102, 44930, 45201 and 45190, employment actions or processes that affect an employee’s status or pay during their employment must be approved by the Board of Trustees.

Certificated activity lists may include a variety of "Additional Assignments." These may be instructional assignments outside an employee's normal instructional duties, such as teaching summer school or providing home/hospital instruction, or they may be non-instructional assignments such as professional development. Hourly pay for teachers is \$50 per hour for additional instructional assignments or \$30 per hour for non-instructional assignments. Other certificated employees may have different pay rates or per diem rates. After the assignment is completed, the Payroll Department will receive an employee timesheet, signed by a supervisor, showing the time worked on the assignment. The Payroll Department will determine whether the hours worked were approved and will pay the employee for the hours worked, up to the approved amount. If the employee works fewer than the approved number of hours, he or she is paid only for the number of hours worked. If the assignment cannot be completed within the approved number of hours, a new request must be submitted for the estimated amount of work remaining.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the activity list for certificated employees.

FINANCIAL IMPLICATIONS

These positions will be charged to the appropriate fund and are included in the adopted budget.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the activity list for certificated employees.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 17, 2021
Certificated Employees

ACCEPT RESIGNATION/TERMINATION

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Adriance, Ashley C.	Sub Teacher	Term-Not Discipline Related	02/01/2018	01/07/2021
2. Arther, Norma R.	Sub Teacher	Term-Not Discipline Related	08/21/2017	01/07/2021
3. Benson, Eric C.	Teacher Middle School	Retirement	09/04/1985	01/08/2021
4. Darling, Cimbire A.	Teacher Hearing Impaired	Retirement	09/03/1993	01/11/2021
5. Dillard, Kenneth G.	Sub Teacher	Term-Not Discipline Related	10/18/2019	12/28/2020
6. Gomez, Jaime R.	Sub Teacher	Term-Not Discipline Related	12/13/2016	01/07/2021
7. Pearson, Christine M.	Sub Teacher	Term-Not Discipline Related	09/12/2018	01/07/2021
8. Phillips, Wendy	Sub Teacher	Term-Not Discipline Related	08/26/2016	01/20/2021
9. Randolph, Kim J.	Sub Teacher	Voluntary Resignation	03/05/2018	01/20/2021
10. Runyard, Emilee B.	Sub Teacher	Voluntary Resignation	10/06/2020	12/15/2020
11. Shepherd, Samuel R.	Sub Teacher	Term-Not Discipline Related	12/19/2016	01/07/2021
12. Stites, Laura A.	Sub Teacher	Voluntary Resignation	11/19/2020	01/04/2021
13. Styles, Karen A.	Teacher Special Ed (SH)	Retirement	09/02/2009	01/08/2021
14. Tenney, Sandra W.	Teacher Middle School	Retirement	08/30/2006	01/08/2021

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position- 1ST Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
15. Baena, Lauren V.	Teacher Resource Specialist	\$57,799	B - 01	01/04/2021
16. Devaney, Connor J.	Teacher Middle School	\$55,047	A - 01	01/04/2021
17. Hupp, Alison G.	Teacher Special Ed (Non Cat)	\$55,047	A - 01	01/19/2021
18. Nordstrom, Nicholas C.	Teacher High School	\$48,835	A - 01	01/04/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 17, 2021
Certificated Employees

APPROVE HOME/HOSPITAL TEACHER

Pay @ \$35.00 per hour

- 19. Carrie, Carolyn D.
- 20. McGraw, Elizabeth M.

APPROVE SUBSTITUTE

<u>Name</u>	<u>Position</u>	<u>Daily Rate of Pay</u>	<u>Effective Date</u>
21. Baker, Anne F.	Sub Teacher	\$125.00	01/19/2021
22. Brenneman, Jasmine M.	Sub Teacher	\$125.00	12/29/2020
23. Castillo Chacon, Maria M.	Sub Teacher	\$125.00	01/19/2021
24. Chrisopoulos, Elizabeth A.	Sub Teacher	\$125.00	01/19/2021
25. Clemens, Brian J.	Sub Teacher	\$125.00	12/14/2020
26. Coomber, Lauren V.	Sub Teacher	\$125.00	12/10/2020
27. Daunter, John J.	Sub Teacher	\$125.00	01/13/2021
28. Devaney, Dylan P.	Sub Teacher	\$125.00	01/05/2021
29. Dillard, Kenneth G.	Sub Teacher	\$125.00	07/01/2020- 12/28/2020
30. Dilorenzo Chel, Marlise E.	Sub Teacher	\$125.00	01/19/2021
31. Escutia, Michelle L.	Sub Teacher	\$125.00	01/11/2021
32. Famalette, Dwyann A.	Sub Teacher	\$150.00	01/19/2021
33. Grosveld, Abigale L.	Sub Teacher	\$125.00	01/11/2021
34. Hebbard, W Paul	Sub Teacher	\$125.00	01/11/2021
35. Kaminski, Madison J.	Sub Teacher	\$125.00	12/16/2020
36. Looney, Carol S.	Sub Teacher	\$125.00	01/11/2021
37. Mauricio, Jennifer R.	Sub Teacher	\$125.00	01/19/2021
38. Mednick, Mitchell S.	Sub Teacher	\$125.00	01/11/2021
39. O'Loughlin Camp, Keely M.	Sub Teacher	\$125.00	12/28/2020
40. Pasion, May B.	Sub Teacher	\$125.00	01/05/2021
41. Pennington, Taryn E.	Sub Teacher	\$125.00	12/10/2020
42. Penrose, Mary F.	Sub Teacher	\$125.00	01/05/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 17, 2021
Certificated Employees

APPROVE SUBSTITUTE (Cont.)

<u>Name</u>	<u>Position</u>	<u>Daily Rate of Pay</u>	<u>Effective Date</u>
43. Porter, Barbara J.	Sub Teacher	\$125.00	12/17/2020
44. Pruett, Gavin M.	Sub Teacher	\$125.00	12/10/2020
45. Qaqi, Hana	Sub Teacher	\$125.00	12/22/2020
46. Salhus, Loni M.	Sub Teacher	\$125.00	12/17/2020
47. Sawyer, Pamela	Sub Administrator	\$550.00	01/07/2021
48. Scott, John B.	Sub Teacher	\$125.00	01/11/2021
49. Sioufi, Linda J.	Sub Teacher	\$125.00	12/17/2020
50. Stites, Laura A.	Sub Teacher	\$125.00	11/19/2020- 01/04/2021
51. Terhardt, Vanessa N.	Sub Teacher	\$125.00	01/19/2021
52. Tran, William B.	Sub Teacher	\$125.00	07/01/2020- 12/28/2020
53. Wagner, Matthew	Sub Teacher	\$125.00	01/19/2021
54. Wilson, Mary A.	Sub Teacher	\$150.00	01/19/2021
55. Winninghoff, Claudia P.	Sub Teacher	\$125.00	12/14/2020

APPROVE 6/5^{THS} ASSIGNMENT

<u>Name</u>	<u>6/5^{ths} Assignment</u>	<u>Location</u>	<u>Effective Dates</u>
56. Addison, Chad M.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021- 06/03/2021
57. Albelo, Luis R.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021- 06/04/2021
58. Alvarez, Sharon R.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021- 06/04/2021
59. Arman, Avery P.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021- 06/04/2021
60. Atencio, Caitlin A.	2nd Semester 6/5ths	Shorecliffs Middle School	01/02/2021- 06/03/2021
61. Bailey, Jeffrey A.	2nd Semester 6/5ths	San Clemente High School	01/04/2021- 06/04/2021
62. Baker, Kent G.	2nd Semester 6/5ths	California Preparatory Academy	01/04/2021- 06/04/2021
63. Bartlett, Stephanie M.	2nd Semester 6/5ths	Vista Del Mar Middle School	01/04/2021- 06/03/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 17, 2021
Certificated Employees

APPROVE 6/5^{THS} ASSIGNMENT (Cont.)

<u>Name</u>	<u>6/5^{ths} Assignment</u>	<u>Location</u>	<u>Effective Dates</u>
64. Bavelas, Spiridoula D.	2nd Semester 6/5ths	Ladera Ranch Middle School	01/04/2021-06/04/2021
65. Beck, Kimberly S.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
66. Beckley-Sybirski, Shannon L.	2nd Semester 6/5ths	Tesoro High School	01/04/2021-06/04/2021
67. Bhaskar, Monica	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
68. Bisch, Jonathan	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
69. Blanco-Johnson, Sylvia I.	2nd Semester 6/5ths	California Preparatory Academy	01/04/2021-06/04/2021
70. Bookataub, Sullivan	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
71. Briggs, Charles W.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
72. Buckholz, Cynthia C.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
73. Buckman, Andrea R.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
74. Burger, Gregory M.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
75. Burns, Robert A.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
76. Butler, Peter J.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
77. Caestecker, James J.	2nd Semester 6/5ths	Dana Hills High School	01/04/2021-06/03/2021
78. Cain, Joshua P.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
79. Calahan, Michael P.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
80. Calentino, Mark J.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
81. Callier, Kathlyn	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
82. Carlisle, Bruce	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
83. Carter, Brittney D.	2nd Semester 6/5ths	Las Flores Middle School	01/04/2021-06/04/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 17, 2021
Certificated Employees

APPROVE 6/5^{THS} ASSIGNMENT (Cont.)

<u>Name</u>	<u>6/5^{ths} Assignment</u>	<u>Location</u>	<u>Effective Dates</u>
84. Chance, Peter	2nd Semester 6/5ths	Tesoro High School	01/04/2021- 06/04/2021
85. Chapman, Michael J.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021- 06/04/2021
86. Clark, Brian	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021- 06/03/2021
87. Clemente, Alfonso	2nd Semester 6/5ths	Tesoro High School	01/04/2021- 06/04/2021
88. Colwell, Greg A.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021- 06/04/2021
89. Compean, Laura B.	2nd Semester 6/5ths	San Clemente High School	01/04/2021- 06/04/2021
90. Corral, Jorgelina R.	2nd Semester 6/5ths	San Clemente High School	01/04/2021- 06/04/2021
91. Crapo, Mary M.	2nd Semester 6/5ths	San Clemente High School	01/04/2021- 06/04/2021
92. Cuculic, Keith T.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021- 06/04/2021
93. Currie, Kristen M.	2nd Semester 6/5ths	San Clemente High School	01/04/2021- 06/04/2021
94. Delcamp, James A.	2nd Semester 6/5ths	Las Flores Middle School	01/04/2021- 06/04/2021
95. Derry, Patrick D.	2nd Semester 6/5ths	Shorecliffs Middle School	01/02/2021- 06/03/2021
96. Dewald, Nicholas	2nd Semester 6/5ths	San Clemente High School	01/04/2021- 06/04/2021
97. Dill, Douglas E.	2nd Semester 6/5ths	San Clemente High School	01/04/2021- 06/04/2021
98. Dowell, John W.	2nd Semester 6/5ths	San Clemente High School	01/04/2021- 06/04/2021
99. Dubois, Bryn B.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021- 06/03/2021
100. Fermin, Cara L.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021- 06/04/2021
101. Finman, Marie F.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021- 06/04/2021
102. Finnerty, Stacey L.	2nd Semester 6/5ths	San Clemente High School	01/04/2021- 06/04/2021
103. Flynn, Laura A.	2nd Semester 6/5ths	San Clemente High School	01/04/2021- 06/04/2021

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<u>Name</u>	<u>6/5^{ths} Assignment</u>	<u>Location</u>	<u>Effective Dates</u>
104. Frith, Robert L.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
105. Graff, Cambria L.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
106. Hambrick, Kelly R.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
107. Hancock, Keith G.	2nd Semester 6/5ths	Tesoro High School	01/04/2021-06/04/2021
108. Hanson, Craig	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
109. Harrington, Candice P.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
110. Hawkins, Tracy D.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/04/2021
111. Hellwig, Christina	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
112. Henderson, Zachary T.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
113. Herbert, Ashley A.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/04/2021
114. Hernandez, Juan J.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
115. Hetos, Suzanne M.	2nd Semester 6/5ths	California Preparatory Academy	01/04/2021-06/04/2021
116. Higginson, Patrick J.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/04/2021
117. Ho, Alan K.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/04/2021
118. Jansen, Robert H.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
119. Johnson, Cheryl A.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
120. Khalil, Amal	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
121. Kilpatrick, Paige N.	2nd Semester 6/5ths	Marco Forster Middle School	01/04/2021-06/05/2021
122. Klasna, Tara C.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
123. Kubba, Dina	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021

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<u>Name</u>	<u>6/5^{ths} Assignment</u>	<u>Location</u>	<u>Effective Dates</u>
124. Lee, Lindsey A.	2nd Semester 6/5ths	Dana Hills High School	01/04/2021-06/03/2021
125. Levy, Matthew R.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
126. Lintz, Brianna N.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
127. Lohman, Shawn M.	2nd Semester 6/5ths	Niguel Hills Middle School	01/04/2021-06/04/2021
128. Lusar, Patricia K.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
129. Lynde, Robert B.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
130. Mack, Ana M.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
131. Mashburn, Andrew N.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
132. Maynard, Rick C.	2nd Semester 6/5ths	California Preparatory Academy	01/04/2021-06/04/2021
133. McDermott, Kimberly S.	2nd Semester 6/5ths	Las Flores Middle School	01/04/2021-06/04/2021
134. McElroy, Dean R.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
135. McKellar-Mullen, Timothy J.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
136. Middlebrook, Stacey S.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
137. Milne, Marcia J.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
138. Moore, Farrel M.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
139. Morlan, Marguerite J.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
140. Mulford, Constance	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
141. Murphy, Kelli L.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
142. Nguyen, Dang K.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
143. Norgren, Ryan E.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021

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<u>Name</u>	<u>6/5^{ths} Assignment</u>	<u>Location</u>	<u>Effective Dates</u>
144. Ochoa, Anthony E.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
145. Ochoa, Anthony E.	1st Semester 6/5ths	San Clemente High School	10/05/2020-12/18/2020
146. Oliphant, Rob J.	1st Semester 6/5ths	San Clemente High School	08/14/2020-12/17/2020
147. Oliphant, Rob J.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
148. Oliver-McClellan, Rebecca L.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
149. Perez Sanchez, Lorena	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
150. Phelps, Susan P.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
151. Pluimer, Landon A.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
152. Proodian, David G.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
153. Pulido, Pedro	2nd Semester 6/5ths	Tesoro High School	01/04/2021-06/04/2021
154. Ralph, Jennifer F.	2nd Semester 6/5ths	Dana Hills High School	01/04/2021-06/04/2021
155. Ramirez, Ray	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
156. Rasor, William B.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
157. Ray, Keri S.	2nd Semester 6/5ths	Ladera Ranch Middle School	01/04/2021-06/04/2021
158. Riddle, Juanita L.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
159. Ritscher, Nathaniel J.	2nd Semester 6/5ths	Tesoro High School	01/04/2021-06/04/2021
160. Roche, Susan C.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
161. Ruhlen, Richard D.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
162. Salway, Andrew T.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
163. Schepens, Scott M.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/04/2021

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<u>Name</u>	<u>6/5^{ths} Assignment</u>	<u>Location</u>	<u>Effective Dates</u>
164. Sepe, Christina E.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
165. Serio, Danielle M.	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
166. Shimabukuro, Lauren M.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
167. Shrader, Karen W.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
168. Shrader, Loren S.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
169. Silberman, Erik B.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
170. Smith, Lori M.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
171. Smith, Ryan C.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
172. Sorgi, Adam C.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
173. Sorrell, Jason G.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
174. Soto, Tony E.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
175. Sterling, Keri M.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
176. Sweeney, Lorena	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
177. Swenson, Elizabeth J.	2nd Semester 6/5ths	Dana Hills High School	01/04/2021-06/04/2021
178. Thompson, Laura A.	2nd Semester 6/5ths	Tesoro High School	01/04/2021-06/04/2021
179. Thrall, Kendall C.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
180. Threadgill, Ethan E.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
181. Torres, Kelsey	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
182. Tribe, Joshua	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
183. Tucker, Emily A.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021

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APPROVE 6/5^{THS} ASSIGNMENT (Cont.)

<u>Name</u>	<u>6/5^{ths} Assignment</u>	<u>Location</u>	<u>Effective Dates</u>
184. Turney, Jason B.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
185. Ushino, Michael	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
186. Villalba, Fernanda	2nd Semester 6/5ths	San Juan Hills High School	01/04/2021-06/04/2021
187. Waldukat, Andy K.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
188. Walsh, John J.	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
189. Weisberg, Mari H.	2nd Semester 6/5ths	Marco Forster Middle School	01/04/2021-06/05/2021
190. Weitzel, Renee M.	2nd Semester 6/5ths	Ladera Ranch Middle School	01/04/2021-06/04/2021
191. Wilbur, Mary M.	2nd Semester 6/5ths	Capistrano Valley High School	01/04/2021-06/03/2021
192. Wilson, Duncan B.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
193. Woodward, Richard A.	2nd Semester 6/5ths	Tesoro High School	01/04/2021-06/04/2021
194. Woolley, Sarah M.	2nd Semester 6/5ths	Marco Forster Middle School	01/04/2021-06/05/2021
195. Wright, Cynthia	2nd Semester 6/5ths	Aliso Niguel High School	01/04/2021-06/04/2021
196. Young, Greg	2nd Semester 6/5ths	California Preparatory Academy	01/04/2021-06/04/2021
197. Young, Michael S.	2nd Semester 6/5ths	San Clemente High School	01/04/2021-06/04/2021
198. Zamora Balderrama, Silvia	2nd Semester 6/5ths	Dana Hills High School	01/04/2021-06/04/2021

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment (FTE)</u>	<u>New Assignment (FTE)</u>	<u>Effective Date</u>
199. Boggio Mocnik, Katherine M.	Teacher High School 80 %	Teacher High School 100 %	01/04/2021
200. Streza, Katrina L.	Teacher High School 80 %	Teacher High School 100 %	08/18/2020

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**APPROVE PART TIME EMPLOYMENT
WITH FULL TIME RETIREMENT CREDIT**

<u>Name</u>	<u>Previous Assignment (FTE)</u>	<u>New Assignment (FTE)</u>	<u>Effective Date</u>
201. Benson, Eric C.	Teacher Middle School 80 %	Teacher Middle School 60 %	07/01/2020

APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT
Pay @ \$50.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
202. Andrews, Phillip	TAA NTE 7 hrs (Support intervention for CTE class)	Aliso Viejo Middle School	11/01/2020-12/31/2020
203. Beltran, Tony C.	TAA NTE 24 hrs (Instruct after school intervention class)	Del Obispo Elem School	11/30/2020-06/03/2021
204. Busenkell, William C.	TAA NTE 6 hrs (Proctor PSAT test)	Tesoro High School	10/17/2020-10/17/2020
205. Carney, Teri K.	TAA NTE 2 hrs (Instruct DIBELS)	Oso Grande Elem School	01/25/2021-05/21/2021
206. Caruso, Heather D.	TAA NTE 24 hrs (Assist students with math concepts one Saturday per month)	Marco Forster Middle School	12/01/2020-06/04/2021
207. Caruso, Heather D.	TAA NTE 75 hrs (Tutor students after school)	Marco Forster Middle School	10/16/2020-06/04/2021
208. Cast, Jody	TAA NTE 24 hrs (Teach after school intervention class)	R.H. Dana Elem School	12/14/2020-02/28/2021
209. Fairweather, Roklyn C.	TAA NTE 51 hrs (Intervention for at risk students)	Hidden Hills Elem School	10/19/2020-06/01/2021
210. Fajardo Castaneda, Leonardo	TAA NTE 24 hrs (Staffing for detention)	Marco Forster Middle School	12/08/2020-06/04/2021
211. Finn-Acevedo, Nicole S.	TAA NTE 2 hrs (Instruct DIBELS)	Oso Grande Elem School	01/25/2021-05/21/2021
212. Grudynski, Christy L.	TAA NTE 2 hrs (Instruct DIBELS)	Oso Grande Elem School	01/25/2021-05/21/2021
213. Hall, Kimberly A.	TAA NTE 2 hrs (Instruct DIBELS)	Oso Grande Elem School	01/25/2021-05/21/2021
214. Horner, Mikole L.	TAA NTE 2 hrs (Instruct DIBELS)	Oso Grande Elem School	01/25/2021-05/21/2021
215. Infante, Maria	TAA NTE 3 hrs (After school tutoring)	San Juan Hills High School	12/02/2020-12/10/2020

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APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Pay @ \$50.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
216. Iriart, Wende C.	TAA NTE 32 hrs (Conduct after school Homework Help Club)	Don Juan Avila Middle School	11/05/2020-06/03/2021
217. Jarrett, Paul A.	TAA NTE 2 hrs (Tutor after school)	Aliso Niguel High School	12/09/2020-12/10/2020
218. Jimenez, Pablo	TAA NTE 24 hrs (Staffing for detention)	Marco Forster Middle School	12/08/2020-06/04/2021
219. Keller, Sarah J.	TAA NTE 32 hrs (Teach after school Homework Help Club)	Don Juan Avila Middle School	11/05/2020-06/03/2021
220. Lagunas, Elizabeth G.	TAA NTE 50 hrs (Serve as intervention teacher in ELA)	Arroyo Vista Middle School	11/09/2020-05/31/2021
221. Lopinto, Steven	TAA NTE 3 hrs (Conduct DIBELS assessments)	Laguna Niguel Elem School	08/19/2020-06/03/2021
222. Mascio, Robert A.	TAA NTE 24 hrs (Staffing for detention)	Marco Forster Middle School	12/08/2020-06/04/2021
223. McAteer, Jennifer F.	TAA NTE 2 hrs (Instruct DIBELS)	Oso Grande Elem School	01/25/2021-05/21/2021
224. Mesholzadeh, Raquel	TAA NTE 7 hrs (Complete kindergarten assessments)	San Juan Elem School	08/18/2020-06/03/2021
225. Moreno, Ysela M.	TAA NTE 7 hrs (Complete kindergarten assessments)	San Juan Elem School	08/18/2020-06/03/2021
226. Nguyen, Vivian Q.	TAA NTE 1 hr (After school tutoring)	San Juan Hills High School	12/02/2020-12/10/2020
227. Paulsen, Andrea L.	TAA NTE 51 hrs (Intervention for at risk students)	Hidden Hills Elem School	10/19/2020-06/01/2021
228. Poteet, Gina T.	TAA NTE 32 hrs (Conduct after school Homework Help Club)	Don Juan Avila Middle School	11/12/2020-06/03/2021
229. Poteet, Gina T.	TAA NTE 32 hrs (Conduct after school Homework Help Club)	Don Juan Avila Middle School	11/12/2020-06/03/2021
230. Quinn, Cory O.	TAA NTE 6 hrs (Teach ATS student)	Aliso Niguel High School	11/30/2020-12/07/2020
231. Roman, Stacy A.	TAA NTE 51 hrs (Intervention for at risk students)	Hidden Hills Elem School	10/19/2020-06/01/2021
232. Russell, Jami L.	TAA NTE 51 hrs (Intervention for at risk students)	Hidden Hills Elem School	10/19/2020-06/01/2021
233. Salter, Lorena	TAA NTE 32 hrs (Teach after school Homework Help Club)	Don Juan Avila Middle School	11/12/2020-06/03/2021
234. Sanabria, Sergio	TAA NTE 75 hrs (Assist students after school with ELA and math)	Marco Forster Middle School	10/16/2020-06/04/2021

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APPROVE INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Pay @ \$50.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
235. Sargent, Christina B.	TAA NTE 25 hrs (Link crew coordinator)	Aliso Niguel High School	07/01/2020-06/05/2021
236. Spencer, Dee Dee L.	TAA NTE 6 hrs (Proctor PSAT test)	Tesoro High School	10/17/2020-10/17/2020
237. Spengler IV, Leo A.	TAA NTE 6 hrs (After school tutoring)	San Juan Hills High School	12/02/2020-12/10/2020
238. Stumpf, Natasha L.	TAA NTE 6 hrs (Instruct after school intervention class)	Del Obispo Elem School	11/30/2020-06/03/2021
239. Tawil, Gracie	TAA NTE 7 hrs (Complete kindergarten assessments)	San Juan Elem School	08/18/2020-06/03/2021
240. Vargas, Ricardo E.	TAA NTE 7 hrs (Complete kindergarten assessments)	San Juan Elem School	08/18/2020-06/03/2021
241. Wegner, Katie M.	TAA NTE 1 hr (After school tutoring)	San Juan Hills High School	12/02/2020-12/10/2020

APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
242. Aleman, Brianne M.	TAA NTE 6 hrs (Instruction to more than 10 students per class period)	Carl Hankey Middle School	10/01/2020-12/18/2020
243. Aleman, Brianne M.	TAA NTE 25 hrs (Meeting for site leadership and department teams)	Carl Hankey Middle School	11/01/2020-06/04/2021
244. Anderson, Scott D.	TAA NTE 2 hrs (Teach A & B program)	Aliso Viejo Middle School	10/06/2020-12/18/2020
245. Andre, Marla A.	TAA NTE 8 hrs (Attend PLC meetings)	Kinoshita Elem School	11/16/2020-06/04/2021
246. Asakowicz, Janelle J.	TAA NTE 22 hrs (Conduct priority standards, CFA and interventions in reading, writing, and math)	Truman Benedict Elem School	08/24/2020-05/07/2021
247. Baum, Joseph B.	TAA NTE 40 hrs (Participate with Task Intervention Committee)	Aliso Viejo Middle School	10/01/2020-06/04/2021
248. Becerra, Alejandra	TAA NTE 10 hrs (Planning for combo class)	Las Palmas Elem School	08/18/2020-06/05/2021

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Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
249. Beitz, Kathryn S.	TAA NTE 33 hrs (Meeting for site leadership and department teams)	Carl Hankey Middle School	11/01/2020-06/04/2021
250. Beitz, Kathryn S.	TAA NTE 6 hrs (Instruction to more than 10 students per class period)	Carl Hankey Middle School	10/01/2020-12/18/2020
251. Beltran, Tony C.	TAA NTE 6 hrs (Prep for after school intervention class)	Del Obispo Elem School	11/30/2020-06/03/2021
252. Berger, Ann V.	TAA NTE 7 hrs (Assist with K-5 Canvas curriculum project)	Ed Services Department	09/17/2020-09/26/2020
253. Bishop, Quinn K.	TAA NTE 10 hrs (Participate in ILT leadership meetings)	Wood Canyon Elem School	08/18/2020-06/03/2021
254. Boehling, Camy A.	TAA NTE 40 hrs (Task Intervention Committee)	Aliso Viejo Middle School	10/01/2020-06/04/2021
255. Bonsangue, Dawnell D.	TAA NTE 5 hrs (Attend PLC Implementation Committee)	Laguna Niguel Elem School	12/07/2020-06/03/2021
256. Boothe, Lisa-Dawn A.	TAA NTE 33 hrs (Meeting for site leadership and department teams)	Carl Hankey Middle School	11/01/2020-06/04/2021
257. Boothe, Lisa-Dawn A.	TAA NTE 6 hrs (Instruction to more than 10 students per class period)	Carl Hankey Middle School	10/01/2020-12/18/2020
258. Brady, Lari K.	TAA NTE 10 hrs (Attend leadership meeting)	Tijeras Creek Elem School	08/18/2020-06/03/2021
259. Brubaker, Nina M.	TAA NTE 22 hrs (Conduct priority standards, CFA and interventions in reading, writing, and math)	Truman Benedict Elem School	08/24/2020-05/07/2021
260. Brunton, Michelle D.	TAA NTE 5 hrs (Clean out and organize music department storage areas)	Cert Music Multiple Sites	11/17/2020-12/30/2020
261. Butler, Susan M.	TAA NTE 40 hrs (Build Canvas classrooms)	Special Education Services	08/03/2020-10/13/2020
262. Bybee, Brittany M.	TAA NTE 40 hrs (Assist Task Intervention Committee)	Aliso Viejo Middle School	10/01/2020-06/04/2021
263. Cady, Scott L.	TAA NTE 6 hrs (Instruction to more than 10 students per class period)	Carl Hankey Middle School	10/01/2020-12/18/2020
264. Cady, Scott L.	TAA NTE 25 hrs (Meeting for site leadership and department teams)	Carl Hankey Middle School	11/01/2020-06/04/2021

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APPROVE NON-INSTRUCTIONAL ADDITIONAL ASSIGNMENT (Cont.)

Pay @ \$30.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
265. Cain, Joshua P.	TAA NTE 6 hrs (Plan for PLC pre-calculus)	San Clemente High School	11/09/2020-06/04/2021
266. Castellana, Evelyn J.	TAA NTE 2 hrs (Attend PLC training for Solution Tree)	Palisades Elem School	11/03/2020-06/03/2021
267. Chance, Peter	TAA NTE 13.5 hrs (Work for summer curriculum building)	Ed Services Department	07/15/2020-08/06/2020
268. Chapman, Anne	TAA NTE 2 hrs (Attend PLC train the trainers)	Palisades Elem School	11/03/2020-06/03/2021
269. Chaverot-Campos, Theresa M.	TAA NTE 50 hrs (Complete K-5 Canvas curriculum project)	Ed Services Department	11/01/2020-12/31/2020
270. Chaverot-Campos, Theresa M.	TAA NTE 50 hrs (Create Canvas curriculum project - modules for kindergarten)	Ed Services Department	12/01/2020-01/31/2021
271. Chiapuzio, Jillian L.	TAA NTE 6 hrs (Instruction to more than 10 students per class period)	Carl Hankey Middle School	10/01/2020-12/18/2020
272. Chiapuzio, Jillian L.	TAA NTE 25 hrs (Meeting for site leadership and department teams)	Carl Hankey Middle School	11/01/2020-06/04/2021
273. Chutuk, Julie D.	TAA NTE 8 hrs (Attend PLC meetings)	Kinoshita Elem School	11/16/2020-06/04/2021
274. Cochrun, Shani C.	TAA NTE 6 hrs (Attend PLC planning pre-calculus)	San Clemente High School	11/09/2020-06/04/2021
275. Coghill, Molly K.	TAA NTE 35 hrs (Build curriculum during summer)	Ed Services Department	07/20/2020-08/10/2020
276. Cunningham, Chadwick C.	TAA NTE 5 hrs (Clean out and organize music department storage areas)	Cert Music Multiple Sites	11/17/2020-12/30/2020
277. Curtis, Christy A.	TAA NTE 1 hr (Plan secondary curriculum building)	Ed Services Department	12/07/2020-12/07/2020
278. Cutkomp, Carol S.	TAA NTE 10 hrs (Attend leadership meetings)	Tijeras Creek Elem School	08/18/2020-06/03/2021
279. Cutkomp, Carol S.	TAA NTE 10 hrs (Attend PBIS)	Tijeras Creek Elem School	08/18/2020-06/03/2021
280. Dahlgren, Kelsey A.	TAA NTE 22 hrs (Conduct priority standards, CFA and interventions in reading, writing, and math)	Truman Benedict Elem School	08/24/2020-05/07/2021

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<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
281. De Lira, Veronica	TAA NTE 10 hrs (Perform duties of grade level lead for 2020-2021 year)	San Juan Elem School	08/17/2020-06/03/2021
282. Delprato, Kelly E.	TAA NTE 40 hrs (Assist Task Intervention Committee)	Aliso Viejo Middle School	10/01/2020-06/04/2021
283. Delprato, Kelly E.	TAA NTE 19.5 hrs (Summer curriculum building)	Ed Services Department	07/15/2020-08/04/2020
284. Diaz, Monica A.	TAA NTE 10 hrs (Plan and prep PLC)	San Juan Elem School	11/01/2020-06/03/2021
285. Dollar, Thomas W.	TAA NTE 6 hrs (Attend HSS pilot training)	San Clemente High School	12/09/2020-01/04/2021
286. Doyer, Daniel M.	TAA NTE 20 hrs (Develop special education curriculum)	Special Education Services	11/01/2020-01/30/2021
287. Duarte, Amy C.	TAA NTE 8 hrs (Attend PLC meetings)	Kinoshita Elem School	11/16/2020-06/04/2021
288. Elsea, Elisabeth M.	TAA NTE 36 hrs (Complete 2nd trimester Canvas curriculum project)	Ed Services Department	09/02/2020-10/31/2020
289. Espinoza-Perez, Soraya	TAA NTE 20 hrs (Perform duties of grade level lead)	San Juan Elem School	08/17/2020-06/03/2021
290. Evans, Sharon M.	TAA NTE 5 hrs (Building record curriculum for elementary music)	Block Music	12/02/2020-01/31/2021
291. Ezratty, Lisa M.	TAA NTE 1 hr (Plan secondary curriculum building)	Ed Services Department	12/07/2020-12/07/2020
292. Fairweather, Roklyn C.	TAA NTE 17 hrs (Prep for materials and curriculum)	Hidden Hills Elem School	10/19/2020-06/01/2021
293. Fallman, Kathleen S.	TAA NTE 31.5 hrs (Summer curriculum building)	Ed Services Department	08/05/2020-08/12/2020
294. Farrell, Kimberley M.	TAA NTE 3 hrs (Attend new employee training)	Special Education Services	12/01/2020-01/31/2021
295. Fedena, Gina M.	TAA NTE 40 hrs (Assist with building Canvas classrooms)	Special Education Services	08/03/2020-10/13/2020
296. Felipe, Erlinda	TAA NTE 10 hrs (Perform duties of grade level lead for 2020-2021 year)	San Juan Elem School	08/17/2020-06/03/2021
297. Finnsson, Jamie L.	TAA NTE 20 hrs (Develop special education curriculum)	Special Education Services	11/01/2020-01/30/2021
298. Foote, Carol E.	TAA NTE 50 hrs (Meeting for site leadership and department teams)	Carl Hankey Middle School	11/01/2020-06/04/2021

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299. Fragassi, Kari	TAA NTE 20 hrs (Attend PLC meetings)	Don Juan Avila Middle School	08/14/2020-06/04/2021
300. Garcia-Serrato, Martha D.	TAA NTE 10 hrs (Plan and prep PLC)	San Juan Elem School	11/01/2020-06/03/2021
301. Gerfin, Julia	TAA NTE 2 hrs (Site leadership meet with Dr. Luis Cruz)	Ed Services Department	12/03/2020-12/03/2020
302. Gonzalez, Jamie D.	TAA NTE 75 hrs (Work on curriculum building)	Ed Services Department	07/01/2020-07/27/2020
303. Hall, Kimberly A.	TAA NTE 48 hrs (Support English learners as EL advisor)	English Language Development	09/01/2020-01/24/2021
304. Hansen, Tricia R.	TAA NTE 10 hrs (Attend PBIS training)	Tijeras Creek Elem School	08/18/2020-06/03/2021
305. Hansen, Tricia R.	TAA NTE 10 hrs (Attend leadership meetings)	Tijeras Creek Elem School	08/18/2020-06/03/2021
306. Hartman, Peter A.	TAA NTE 40 hrs (Assist Task Intervention Committee)	Aliso Viejo Middle School	10/01/2020-06/04/2021
307. Hassan Awni, Hiam C.	TAA NTE 40 hrs (Build Canvas classrooms)	Special Education Services	08/03/2020-10/13/2020
308. Herwig, Christopher R.	TAA NTE 6 hrs (Instruction to more than 10 students per class period)	Carl Hankey Middle School	10/01/2020-12/18/2020
309. Hindman, Dee Ann M.	TAA NTE 40 hrs (Mentor of CUSD Induction candidate)	Staff Development	08/18/2020-06/04/2021
310. Howard, Andrea J.	TAA NTE 5 hrs (Clean out and organize music department storage areas)	Cert Music Multiple Sites	11/17/2020-12/30/2020
311. Hutchinson, Jessica S.	TAA NTE 3 hrs (Attend PLC meeting)	Kinoshita Elem School	11/16/2020-06/04/2021
312. Iqbal, Sana	TAA NTE 20 hrs (Attend PLC meetings)	Don Juan Avila Middle School	08/14/2020-06/04/2021
313. Jalalian, Denyve M.	TAA NTE 16 hrs (Prep for teacher who moved from program A or B to C)	Viejo Elem School	10/05/2020-10/06/2020
314. Jarrett, Janet A.	TAA NTE 25 hrs (Meeting for site leadership and department teams)	Carl Hankey Middle School	11/01/2020-06/04/2021
315. Jarrett, Janet A.	TAA NTE 6 hrs (Instruction to more than 10 students per class period)	Carl Hankey Middle School	10/01/2020-12/18/2020

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316. Jindra, Kimberly S.	TAA NTE 10 hrs (Lead summer online curriculum building and review)	Ed Services Department	06/23/2020-06/30/2020
317. Jindra, Kimberly S.	TAA NTE 143 hrs (Summer curriculum building and reviewing)	Ed Services Department	07/01/2020-08/12/2020
318. Johnson, Ainaria R.	TAA NTE 3 hrs (Attend new employee training)	Special Education Services	12/01/2020-01/31/2021
319. Kimbell, Nichole K.	TAA NTE 3 hrs (Attend new employee training)	Special Education Services	12/01/2020-01/31/2021
320. Labounty, Stacia P.	TAA NTE 10 hrs (Participate in ILT leadership meetings)	Wood Canyon Elem School	08/18/2020-06/03/2021
321. Langsdorf, Nicholas J.	TAA NTE 33 hrs (Meeting for site leadership and department teams)	Carl Hankey Middle School	11/01/2020-06/04/2021
322. Langsdorf, Nicholas J.	TAA NTE 6 hrs (Instruction to more than 10 students per class period)	Carl Hankey Middle School	10/01/2020-12/18/2020
323. Lawrence, Ami J.	TAA NTE 22 hrs (Conduct priority standards, CFA and interventions in reading, writing, and math)	Truman Benedict Elem School	08/24/2020-05/07/2021
324. Le, Leslie D.	TAA NTE 20 hrs (Perform duties of grade level lead)	San Juan Elem School	08/17/2020-06/03/2021
325. Lester, Jennifer L.	TAA NTE 10 hrs (Attend PBIS training)	Tijeras Creek Elem School	08/18/2020-06/03/2021
326. Levy, Jenna L.	TAA NTE 10 hrs (Attend leadership meetings)	Tijeras Creek Elem School	08/18/2020-06/03/2021
327. Lewis, Kathleen E.	TAA NTE 20 hrs (Develop special education curriculum)	Special Education Services	11/01/2020-01/30/2021
328. Liceaga Reyes, Gabriela	TAA NTE 20 hrs (Perform duties of grade level lead)	San Juan Elem School	08/17/2020-06/03/2021
329. Loh, Nicole L.	TAA NTE 100 hrs (Assist in middle school mandarin language arts curriculum building)	Ed Services Department	12/01/2020-02/28/2021
330. Loh, Nicole L.	TAA NTE 30 hrs (Distributed stamps to MIP parents and assisted sub with grades and Canvas)	Fred Newhart Middle School	09/01/2020-12/18/2020
331. Loson, Lorenzo E.	TAA NTE 3 hrs (Attend new employee training)	Special Education Services	12/01/2020-01/31/2021

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332. Maher, Leslie L.	TAA NTE 6 hrs (Instruction to more than 10 students per class period)	Carl Hankey Middle School	10/01/2020-12/18/2020
333. Marino, Anjuli E.	TAA NTE 20 hrs (Develop special education curriculum)	Special Education Services	11/01/2020-01/30/2021
334. Marshall, Heidi A.	TAA NTE 22 hrs (Conduct priority standards, CFA and interventions in reading, writing, and math)	Truman Benedict Elem School	08/24/2020-05/07/2021
335. Martz, Starline	TAA NTE 40 hrs (Assist with building Canvas classrooms)	Special Education Services	08/03/2020-10/13/2020
336. McCarthy, Christee J.	TAA NTE 10 hrs (Attend leadership meetings)	Tijeras Creek Elem School	08/18/2020-06/03/2021
337. McGuire, Carri J.	TAA NTE 1 hr (Working second back to school night to accommodate parents at other schools)	Ed Services Department	10/26/2020-10/26/2020
338. McMackin, Rose V.	TAA NTE 30 hrs (Attend Canvas training program)	Technology Info Services	11/30/2020-06/30/2021
339. McNamara, Sean P.	TAA NTE 40 hrs (Work on CALPADS)	Student Support Services	11/01/2020-01/30/2021
340. Medina, Amy A.	TAA NTE 3 hrs (Attend new employee training)	Special Education Services	12/01/2020-01/31/2021
341. Miller, Matthew J.	TAA NTE 120 hrs (Support EL learners as an EL advisor)	English Language Development	09/01/2020-06/03/2021
342. Montgomery, Kathryn A.	TAA NTE 3 hrs (Attend new employee training)	Special Education Services	12/01/2020-01/31/2021
343. Montoya, Alexa S.	TAA NTE 3 hrs (Attend new employee training)	Special Education Services	12/01/2020-01/31/2021
344. Moore, Farrel M.	TAA NTE 75 hrs (Work on curriculum building during the summer)	Ed Services Department	07/06/2020-07/30/2020
345. Moreno, Ysela M.	TAA NTE 10 hrs (Perform duties of grade level lead for 2020-2021 year)	San Juan Elem School	08/17/2020-06/03/2021
346. Nero, Alison L.	TAA NTE 100 hrs (Work during summer for curriculum building)	Ed Services Department	07/27/2020-08/12/2020
347. Ochoa, Anthony E.	TAA NTE 3 hrs (Attend new employee training)	Special Education Services	12/01/2020-01/31/2021

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<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
348. Ohnstad, Jonathan R.	TAA NTE 6 hrs (Work for curriculum building)	Ed Services Department	10/13/2020-10/15/2020
349. Okane, Monika A.	TAA NTE 8 hrs (Attend PLC meetings)	Kinoshita Elem School	11/16/2020-06/04/2021
350. Orourke, Patrick J.	TAA NTE 6 hrs (Plan for PLC pre calc)	San Clemente High School	11/09/2020-06/04/2021
351. Ortiz, Collene R.	TAA NTE 10 hrs (Participate in ILT leadership meetings)	Wood Canyon Elem School	08/18/2020-06/03/2021
352. Parker, Marc A.	TAA NTE 1 hr (Plan secondary curriculum building)	Ed Services Department	12/07/2020-12/07/2020
353. Paulsen, Andrea L.	TAA NTE 17 hrs (Prep for materials and curriculum)	Hidden Hills Elem School	10/19/2020-06/01/2021
354. Paz Soldan, Paola V.	TAA NTE 15 hrs (Help plan and guide substitute for another class)	Las Palmas Elem School	10/01/2020-06/30/2021
355. Paz Soldan, Paola V.	TAA NTE 5 hrs (Attend grade level leadership)	Las Palmas Elem School	08/18/2020-06/04/2021
356. Pedroza, Sara L.	TAA NTE 6 hrs (Instruction to more than 10 students per class period)	Carl Hankey Middle School	10/01/2020-12/18/2020
357. Pedroza, Sara L.	TAA NTE 50 hrs (Meeting for site leadership and department teams)	Carl Hankey Middle School	11/01/2020-06/04/2021
358. Perez, Carmen	TAA NTE 10 hrs (Plan and prep PLC)	San Juan Elem School	11/01/2020-06/03/2021
359. Perez, Deborah A.	TAA NTE 2 hrs (Attend trainings and participate in PLC meetings)	Las Palmas Elem School	10/20/2020-10/27/2020
360. Phillips, Laura S.	TAA NTE 10 hrs (Support reviewing medi-cal authorizations)	Special Education Services	12/01/2020-12/11/2020
361. Pitkin, Bonny Y.	TAA NTE 2 hrs (Attend PLC training for Solution Tree)	Palisades Elem School	11/03/2020-06/03/2021
362. Pronier, Michael D.	TAA NTE 1 hr (Plan secondary curriculum building)	Ed Services Department	12/07/2020-12/07/2020
363. Rashoff, Monica L.	TAA NTE 4 hrs (Attend extra training through Cares Act)	Hidden Hills Elem School	10/01/2020-10/31/2020
364. Regan, Lynda A.	TAA NTE 8 hrs (Attend PLC meetings)	Kinoshita Elem School	11/16/2020-06/04/2021
365. Reid, Rebecca G.	TAA NTE 10 hrs (Attend EL Taskforce Committee)	Dana Hills High School	08/17/2020-12/17/2020
366. Reischl, Virginia A.	TAA NTE 30 hrs (Participation in Cultural Proficiency Task Force)	Ed Services Department	11/01/2020-06/30/2021

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<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
367. Rendon, Sophia L.	TAA NTE 2 hrs (View informational workshop for Native American program)	Ed Services Department	11/18/2020-11/18/2020
368. Reyes, Ashley L.	TAA NTE 10 hrs (Complete 2nd trimester Canvas curriculum project)	Ed Services Department	09/01/2020-09/24/2020
369. Ridgway, Damon C.	TAA NTE 1 hr (Attend PLC with principal)	Kinoshita Elem School	11/16/2020-11/16/2020
370. Rigby, Michael A.	TAA NTE 10 hrs (Attend EL Taskforce Committee)	Dana Hills High School	08/17/2020-12/17/2020
371. Roman, Stacy A.	TAA NTE 17 hrs (Prep for materials and curriculum)	Hidden Hills Elem School	10/19/2020-06/01/2021
372. Rose, Stephany M.	TAA NTE 8 hrs (Attend PLC meetings)	Kinoshita Elem School	11/16/2020-06/04/2021
373. Rose, Stephany M.	TAA NTE 30 hrs (Attend Canvas training program)	Technology Info Services	11/30/2020-06/30/2021
374. Russell, Jami L.	TAA NTE 17 hrs (Prep for materials and curriculum)	Hidden Hills Elem School	10/19/2020-06/01/2021
375. Rynne, Tara M.	TAA NTE 3 hrs (Training for EL)	Hidden Hills Elem School	11/30/2020-06/01/2021
376. Sabad, Bernardo	TAA NTE 10 hrs (Plan and prep PLC)	San Juan Elem School	11/01/2020-06/03/2021
377. Sandoval, Rocio M.	TAA NTE 20 hrs (Perform duties of grade level lead)	San Juan Elem School	08/17/2020-06/03/2021
378. Sandvig, Jennifer L.	TAA NTE 2 hrs (Attend PLC training for Solution Tree)	Palisades Elem School	11/03/2020-06/03/2021
379. Seyedjafari, Arianna	TAA NTE 34 hrs (Act as Cultural Proficiency Task Force coordinator)	Capistrano Valley High School	10/01/2020-06/04/2021
380. Shultz, Michelle A.	TAA NTE 10 hrs (Participate in ILT leadership meetings)	Wood Canyon Elem School	08/18/2020-06/03/2021
381. Skov, Leon E.	TAA NTE 2 hrs (Attend PLC training for Solution Tree)	Palisades Elem School	11/03/2020-06/03/2021
382. Somers, Alissa L.	TAA NTE 5 hrs (Clean out and organize music department storage areas)	Cert Music Multiple Sites	11/17/2020-12/30/2020
383. Spencer, Dee Dee L.	TAA NTE 1 hr (Plan secondary curriculum building)	Ed Services Department	12/07/2020-12/07/2020

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384. Stanley, Michael F.	TAA NTE 10 hrs (Attend leadership meetings)	Tijeras Creek Elem School	08/18/2020-06/03/2021
385. Stumpf, Natasha L.	TAA NTE 6 hrs (Prep for after school intervention class)	Del Obispo Elem School	11/30/2020-06/03/2021
386. Tawil, Gracie	TAA NTE 10 hrs (Perform duties of grade level lead for 2020-2021 year)	San Juan Elem School	08/17/2020-06/03/2021
387. Tinker, Susan O.	TAA NTE 22 hrs (Conduct priority standards, CFA and interventions in reading, writing, and math)	Truman Benedict Elem School	08/24/2020-05/07/2021
388. Tong, Marlen M.	TAA NTE 33 hrs (Coordinator for 2 way immersion)	San Juan Hills High School	08/18/2020-06/04/2021
389. Van Dixhorn, Kimberly N.	TAA NTE 2 hrs (Attend PLC training for Solution Tree)	Palisades Elem School	11/03/2020-06/03/2021
390. Van Ginkel, Joel D.	TAA NTE 3 hrs (Attend new employee training)	Special Education Services	12/01/2020-01/31/2021
391. Van Hofwegen, Martyne	TAA NTE 8 hrs (Attend PLC meetings)	Kinoshita Elem School	11/16/2020-06/04/2021
392. Vedova, Michelle D.	TAA NTE 1 hr (Attend PLC with principal)	Kinoshita Elem School	11/16/2020-11/16/2020
393. Vislay, Karli L.	TAA NTE 10 hrs (Participate in ILT leadership meetings)	Wood Canyon Elem School	08/18/2020-06/03/2021
394. Vizcaino, Kristin L.	TAA NTE 40 hrs (Attend PBIS training)	Tijeras Creek Elem School	08/18/2020-06/03/2021
395. Weber, Pamela A.	TAA NTE 2 hrs (Attend PLC training for solution tree)	Palisades Elem School	11/03/2020-06/03/2021
396. Wentzel, Kory S.	TAA NTE 4 hrs (Attend extra training through Cares Act)	Hidden Hills Elem School	10/01/2020-10/31/2020
397. Wilkinson, Dawn M.	TAA NTE 3 hrs (Attend new employee training)	Special Education Services	12/01/2020-01/31/2021

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398. Dr. Luis Cruz Training – Multiple Sites

Not to exceed 296 hours non-instructional pay @ \$30.00 per hour for 165 employees
12/03/2020-02/16/2021

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399. Teachers to Access Students with On-line DIBELS – Multiple Sites

Not to exceed 70 hours non-instructional pay @ \$30.00 per hour for 44 employees
01/04/2021-05/21/2021

400. Instruction to More Than 10 Students per Class Period – Multiple Sites

Not to exceed 1,028 hours non-instructional pay @ \$30.00 per hour for 252 employees
08/14/2020-12/18/2020

401. Curriculum Development – Multiple Sites

Not to exceed 1,349 hours non-instructional pay @ \$30.00 per hour for 288 employees
11/02/2020-02/28/2021

402. Curriculum Project/Uploading Canvas for Trimesters 2 & 3 – Multiple Sites

Not to exceed 6,485 hours non-instructional pay @ \$30.00 per hour for 175 employees
10/26/2020-06/04/2021

403. DIBELS Assessment for MOY & EOY – Multiple Sites

Not to exceed 143 hours non-instructional pay @ \$30.00 per hour for 91 employees
01/04/2021 – 06/04/2021

404. Additional Assignment for Teachers in Place of PLC Sub Days – Benedict Elementary

Not to exceed 196 hours non-instructional pay @ \$30.00 per hour for 28 employees
08/18/2020-06/03/2021

405. CGLM Extended Meeting – Bergeson Elementary

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour for 20 employees
12/10/2020

406. Teachers to Review Data – Hankey K-8 School

Not to exceed 117 hours non-instructional pay @ \$30.00 per hour for 13 employees
11/09/2020-06/01/2021

407. PLC Data Review – Tijeras Creek Elementary

Not to exceed 446 hours non-instructional pay @ \$30.00 per hour for 84 employees
08/18/2020-06/04/2021

408. Canvas Shells Content for Semester/Q3 & Q4 – Don Juan Avila Middle School

Not to exceed 293 hours non-instructional pay @ \$30.00 per hour for 39 employees
12/01/2020-02/28/2021

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409. ELD Task Force – San Clemente High School

Not to exceed 100 hours non-instructional pay @ \$30.00 per hour for 10 employees
09/01/2020-05/28/2021

410. Canvas Spring Task Force – Education Support Services

Not to exceed 375 hours non-instructional pay @ \$30.00 per hour for 36 employees
11/01/2020-01/31/2021

411. PLC Implementation Committee – Education Support Services

Not to exceed 390 hours non-instructional pay @ \$30.00 per hour for 78 employees
12/09/2020-06/01/2021

412. APEX Site Support – Education Support Services

Not to exceed 1,795 hours non-instructional pay @ \$30.00 per hour for 25 employees
10/24/2020-01/31/2021

413. GATE Certification for Elementary Teachers – Education Support Services

Not to exceed 147 hours non-instructional pay @ \$30.00 per hour for 48 employees
01/27/2021-01/28/2021

APPROVE ADDITIONAL ASSIGNMENT

Pay @ per diem rate

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
414. Casey, Brittany H.	TAA NTE 100 hrs (Build curriculum during summer)	Ed Services Department	07/08/2020-08/10/2020
415. Glidden, Erin L.	TAA NTE 40 hrs (Assist with student assessments)	Default	10/01/2020-12/18/2020
416. Pillot, Michelle A.	TAA NTE 32 hrs (Assist with student assessments)	Default	11/20/2020-12/18/2020
417. Ramirez, Maria E.	TAA NTE 24 hrs (Assist with bilingual cases District wide)	Default	12/01/2020-12/15/2020
418. Youngerman, Paul S.	TAA NTE 64 hrs (Assist with student assessments)	Default	10/30/2020-12/18/2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
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APPROVE ADDITIONAL ASSIGNMENT

Admin @ \$55.00 per hour

<u>Name</u>	<u>Additional Assignment</u>	<u>Location</u>	<u>Date(s)</u>
419. Casey, Brittany H.	TAA NTE 60 hrs (Attend honors planning VAPA meeting)	Ed Services Department	01/20/2020-02/27/2020

APPROVE CO-CURRICULAR ASSIGNMENT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
420. Alizadeh, Lisa	Department Chair, HS - World Language	San Clemente High School	\$4,954.00	01/04/2021-06/04/2021
421. Aston, Melanie	Department Chairperson, MS	Aliso Viejo Middle School	\$3,468.00	01/04/2021-03/26/2021
422. Billy, Cindy M.	ASB, Elem - 50%	Truman Benedict Elem School	\$743.00	08/18/2020-12/18/2020
423. Calahan, Michael P.	Football, Varsity (Head)	Aliso Niguel High School	\$4,459.00	12/14/2020-03/05/2021
424. Campbell, Sara M.	Department Chairperson, MS	Aliso Viejo Middle School	\$3,468.00	03/29/2021-06/03/2021
425. Cardey, Christian M.	Water Polo, Boys' (Head)	Tesoro High School	\$3,716.00	12/01/2020-02/20/2021
426. Cardey, Jessica S.	Water Polo, Varsity (Head)	Tesoro High School	\$3,716.00	12/01/2020-02/20/2021
427. Cast, Jody	ASB, Elem	R.H. Dana Elem School	\$1,486.00	08/08/2020-06/03/2021
428. Clinkinbeard, Christine E.	Stipend, Combo Class	Truman Benedict Elem School	\$2,477.00	11/09/2020-06/03/2021
429. Colwell, Greg A.	Football, Freshman (Asst)	Aliso Niguel High School	\$2,477.00	12/14/2020-03/05/2021
430. Curtis, Sean D.	Football, Varsity (Head)	Capistrano Valley High School	\$4,459.00	12/14/2020-03/12/2021
431. Enriquez, Nancy	Choral, MS	Ladera Ranch Middle School	\$1,982.00	08/18/2020-06/04/2021
432. Escamilla, Stephen	Football, Freshman (Asst)	Capistrano Valley High School	\$2,477.00	12/14/2020-03/12/2021
433. Farrell, Nicholas J.	Swimming, Girls' Varsity (Asst)	Capistrano Valley High School	\$2,973.00	12/28/2020-02/27/2021
434. Farrell, Nicholas J.	Waterpolo, Boys' Varsity (Asst)	Capistrano Valley High School	\$2,973.00	12/21/2020-02/20/2021

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APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
435. Finnerty, Brendan J.	Football, Freshman (Head)	San Clemente High School	\$3,468.00	12/10/2020-03/12/2021
436. Fisher, Cody N.	Football, Varsity (Asst)	Capistrano Valley High School	\$3,963.00	12/14/2020-03/12/2021
437. Flores, Pierre	Instrumental Music A, MS	Ladera Ranch Middle School	\$1,982.00	08/18/2020-06/04/2021
438. Flores, Pierre	Instrumental Music B, MS	Ladera Ranch Middle School	\$1,982.00	08/18/2020-06/04/2021
439. Goldstone, Kenneth G.	Volleyball, Boys' (Head)	San Clemente High School	\$3,716.00	11/30/2020-02/13/2021
440. Gonzalez, Armando	Football, JV/Soph (Head)	Capistrano Valley High School	\$3,468.00	12/14/2020-03/12/2021
441. Hamilton, Mark P.	Football, Freshman (Asst)	San Clemente High School	\$2,477.00	12/10/2020-03/12/2021
442. Harnett, Patrick R.	Tennis, Boys' Varsity (Head)	Tesoro High School	\$3,716.00	03/01/2021-05/15/2021
443. Harnett, Patrick R.	Tennis, Girls' Varsity (Head)	Tesoro High School	\$3,716.00	03/01/2021-05/08/2021
444. Hatcher, Amanda L.	Peer Assistance Leadership	Ladera Ranch Middle School	\$1,486.00	08/18/2020-06/04/2021
445. Henderson, Zachary T.	Football, Freshman (Head)	Aliso Niguel High School	\$3,468.00	12/14/2020-03/05/2021
446. Hernandez, Sharai	Water Polo, Girls' (Asst)	Dana Hills High School	\$2,477.00	12/07/2020-02/27/2021
447. Jesch, Ryan T.	Instrumental Music A, MS	Esencia Middle School	\$1,982.00	08/14/2020-06/05/2021
448. Kirkwood, Jason T.	Soccer, Girls' Varsity (Asst)	Tesoro High School	\$2,973.00	03/01/2021-05/08/2021
449. Knebel, Brian W.	Tennis, Boys' (Asst)	Tesoro High School	\$2,477.00	03/01/2021-05/15/2021
450. Kohler Jr., Tom E.	Volleyball, Boys' Varsity (Head)	Capistrano Valley High School	\$3,716.00	12/12/2020-02/13/2021
451. Magana, Andrew H.	Band, Marching	Tesoro High School	\$4,459.00	08/14/2020-06/04/2021
452. Malone, Erica L.	Lead Nurse	District Office	\$2,477.00	01/04/2021-06/30/2021
453. Mashburn, Andrew N.	Pep Squad, HS	Aliso Niguel High School	\$3,468.00	10/26/2020-05/31/2021
454. Mashburn, Andrew N.	Football, Varsity (Asst)	Aliso Niguel High School	\$3,963.00	12/14/2020-03/05/2021

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APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
455. Maynard, Traci M.	Cross Country, Girls Varsity (Head)	Capistrano Valley High School	\$3,716.00	12/26/2020-03/06/2021
456. McSweeney, Heidi A.	ASB, Elem	Arroyo Vista Elem School	\$743.00	08/18/2020-06/03/2021
457. Middlebrook, Stacey S.	Cross Country, Girls' Varsity (Head)	Aliso Niguel High School	\$3,716.00	12/26/2020-03/06/2021
458. Mitchell, Peter	Football, Varsity (Asst)	Aliso Niguel High School	\$3,963.00	12/14/2020-03/12/2021
459. Miyazono, Morgan T.	ASB, Elem	Hidden Hills Elem School	\$1,486.00	08/18/2020-06/03/2021
460. Moore, Farrel M.	Safety And Equipment	San Juan Hills High School	\$3,963.00	01/04/2021-06/04/2021
461. Mordy, Tamara L.	Cross Country, Boys' Varsity (Asst)	Capistrano Valley High School	\$2,477.00	12/26/2020-03/06/2021
462. Mosier, Jason G.	Surfing, Varsity (Asst)	Aliso Niguel High School	\$2,477.00	12/12/2020-02/13/2021
463. Noguez, Veronica	Stipend, Combo Class	Las Palmas Elem School	\$2,477.00	08/18/2020-06/05/2021
464. Olsen, Jeffrey J.	Swimming, Girls' Varsity (Head)	Tesoro High School	\$3,716.00	03/01/2021-06/01/2021
465. Ortiz, Jaime R.	Football, Varsity (Head)	San Clemente High School	\$4,459.00	12/10/2020-03/12/2021
466. Papaleo, Raul E.	Volleyball, Girls' Varsity (Head)	Capistrano Valley High School	\$3,716.00	12/19/2020-02/20/2021
467. Paschall, Susan L.	ASB, Elem	Arroyo Vista Elem School	\$743.00	08/18/2020-06/03/2021
468. Puffer, Jon T.	Water Polo, Boys' Varsity (Head)	Aliso Niguel High School	\$3,716.00	12/21/2020-02/20/2021
469. Ray, Keri S.	Annual, MS	Ladera Ranch Middle School	\$3,468.00	08/18/2020-06/04/2021
470. Ridill, Danielle A.	ASB, Elem - 50%	Truman Benedict Elem School	\$743.00	01/04/2021-06/03/2021
471. Schepens, Scott M.	Football, Freshman (Head)	Capistrano Valley High School	\$3,468.00	12/14/2020-03/12/2021
472. Schofield, Nicholas W.	Golf, Girls' (Asst)	Tesoro High School	\$2,477.00	03/01/2021-05/28/2021
473. Selway, Dan	Football, Varsity (Asst)	Capistrano Valley High School	\$3,963.00	12/14/2020-03/12/2021
474. Skaff, Donald J.	Golf, Girls' Varsity (Head)	Tesoro High School	\$3,716.00	03/01/2021-05/28/2021

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APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
475. Soto, Matthew J.	Cross Country, Boys' (Head)	Capistrano Valley High School	\$3,716.00	12/26/2020- 03/06/2021
476. Stevens, Ashley E.	Department Chair, MS - Electives	Arroyo Vista Middle School	\$3,468.00	08/18/2020- 06/03/2021
477. Swenson, Casey W.	Volleyball, Girls' Varsity (Head)	San Clemente High School	\$3,716.00	11/30/2020- 02/20/2021
478. Talafus, Ryan R.	Volleyball, Boys' Varsity (Asst)	San Clemente High School	\$2,973.00	11/30/2020- 02/13/2021
479. Tebbe, Courtney L.	Cross Country, Girls' Varsity (Head)	Tesoro High School	\$3,716.00	12/17/2020- 03/05/2021
480. Thissell, Cory A.	Volleyball, Girls' Varsity (Asst)	Capistrano Valley High School	\$2,973.00	12/19/2020- 02/20/2021
481. Van Every, Jacob	Football, Varsity (Asst)	Capistrano Valley High School	\$3,963.00	12/14/2020- 03/12/2021
482. Vazquez, Orlando M.	Water Polo, Boys Varsity (Head)	Capistrano Valley High School	\$3,716.00	12/21/2020- 02/20/2021
483. Vazquez, Orlando M.	Water Polo, Girls' Varsity (Head)	Capistrano Valley High School	\$3,716.00	12/28/2020- 02/27/2021
484. Walsh, John J.	Cross Country, Boys' Varsity (Head)	Aliso Niguel High School	\$3,716.00	12/26/2020- 03/06/2021
485. Werner, Danny P.	Water Polo, Girls' Varsity (Head)	Aliso Niguel High School	\$3,716.00	12/28/2020- 02/27/2021
486. Werner, Danny P.	Surfing, Varsity (Head)	Aliso Niguel High School	\$3,716.00	12/12/2020- 02/13/2021
487. Williams, Nathan C.	Football, Varsity (Asst)	San Clemente High School	\$3,963.00	12/10/2020- 03/12/2021
488. Wooten, Jennifer M.	Director, Student Activities, MS	Ladera Ranch Middle School	\$3,963.00	08/18/2020- 06/04/2021
489. Yates, Megan E.	Waterpolo, Girls' Varsity (Asst)	Capistrano Valley High School	\$2,477.00	12/28/2020- 02/27/2021
490. Yates, Megan E.	Waterpolo, Boys' Varsity (Asst)	Capistrano Valley High School	\$2,477.00	12/21/2020- 02/20/2021

APPROVE ASB FUNDED ASSIGNMENT @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
491. Anderson, Dennis J.	Lacrosse, Boys' (Asst)	San Clemente High School	\$2,000.00	12/01/2020- 02/10/2021

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APPROVE ASB FUNDED ASSIGNMENT @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
492. Caestecker, James J.	Instrumental, Jazz	Dana Hills High School	\$3,000.00	01/05/2021-06/05/2021
493. Calentino, Mark J.	Wrestling, Varsity (Head)	San Clemente High School	\$2,000.00	12/02/2020-01/31/2021
494. Garrett, Steve W.	Basketball, Boys' (Head)	Tesoro High School	\$3,810.00	01/05/2021-02/25/2021
495. Girard, Erin K.	Class Advisor, HS	Capistrano Valley High School	\$500.00	07/01/2020-06/30/2021
496. Goldstone, Kenneth G.	Volleyball, Boys' Varsity (Head)	San Clemente High School	\$1,600.00	12/01/2020-01/31/2021
497. Hawkins, Tracy D.	Class Advisor , HS	Capistrano Valley High School	\$500.00	07/01/2020-06/30/2021
498. Herbert, Ashley A.	Class Advisor, HS	Capistrano Valley High School	\$500.00	07/01/2020-06/30/2021
499. Hitchcock, Robert C.	Baseball, Varsity (Asst)	San Clemente High School	\$1,000.00	12/07/2020-01/27/2021
500. Medina, Ray M.	Musical Theater	Dana Hills High School	\$5,000.00	01/05/2021-06/05/2021
501. Nammack, Chad C.	Baseball, (Asst)	San Clemente High School	\$1,000.00	12/07/2020-01/27/2021
502. Poston, Matthew A.	Football, (Head)	Tesoro High School	\$3,000.00	09/01/2020-12/01/2020
503. Reiland, Christopher M.	Baseball, Varsity (Asst)	Aliso Niguel High School	\$3,500.00	01/12/2021-06/01/2021
504. Sayles, Kenneth L.	Girls', Cross Country Varsity (Asst)	Capistrano Valley High School	\$2,477.00	11/01/2020-12/18/2020
505. Seyedjafari, Arianna	Class Advisor, HS	Capistrano Valley High School	\$500.00	07/01/2020-06/30/2021
506. Tebbe, Courtney L.	Cross Country, Girls' (Head)	Tesoro High School	\$2,800.00	09/15/2020-12/01/2020

APPROVE LEAVE OF ABSENCE

<u>Employee Unique Identifying Number</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Dates</u>
507. 260811	Teacher Middle School	Unpaid - Childcare	03/15/2021-06/30/2021

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DENY LEAVE OF ABSENCE

<u>Employee Unique Identifying Number</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Dates</u>
508. 256574	Teacher Elementary	Family Support Due To Covid	
509. 258976	Intervention Specialist- Special Ed	Denied - Not For Full Semester	

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Tim Brooks, Associate Superintendent, Human Resource Services

Prepared by: Rich Montgomery, Assistant Superintendent, Human Resource Services, Grades 6-12, K-8, Alternative Education

Date: February 17, 2021

Board Item: Resignations/Retirements/Employment – Classified Employees

HISTORY

The activity list for employment, separation and additional assignments of classified employees is a standing item that is presented during each regularly scheduled Board of Trustees meeting.

BACKGROUND INFORMATION

In accordance with California Education Code §§ 44830(a), 45102, 44930, 45201 and 45190, employment actions or processes that affect an employee’s status or pay during their employment must be approved by the Board of Trustees.

Classified activity lists may include a variety of "Temporary Additional Assignments" or TAAs. These are brief assignments in which an employee is to perform a task outside of his or her normal working hours and outside of his or her regular responsibilities. These tasks may include attending a required meeting, working at a school open house, helping at registration, and the like. These TAAs are performed at the normal hourly rate of pay for the work to be done, and are approved for a number of hours not to exceed (NTE) a specified amount. After the assignment is completed, the Payroll Department will receive an employee timesheet, signed by a supervisor, showing the time worked on the TAA. The Payroll Department will determine whether the hours worked were approved and will pay the employee for the hours worked, up to the approved amount. If the employee works fewer than the approved number of hours, s/he is paid only for the number of hours worked. If the assignment cannot be completed within the approved number of hours, a new request must be submitted for the estimated amount of work remaining.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the activity list for classified employees.

FINANCIAL IMPLICATIONS

These positions will be charged to the appropriate fund and are included in the adopted budget.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the activity list for classified employees.

PREPARED BY: Rich Montgomery, Assistant Superintendent, Human Resource Services,
Grades 6-12, K-8, Alternative Education

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 17, 2021
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ACCEPT RESIGNATION/TERMINATION

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Ahmadzai, Carna C.	Sub Elem Student Supervisor	Voluntary Resignation	01/25/2017	01/13/2021
2. Barraza, Joseph S.	Sub Custodian	Voluntary Resignation	10/13/2016	01/07/2021
3. Barrientos, Belem	Loa: Unpaid Classified	Voluntary Resignation	01/07/2014	12/08/2020
4. Benedix, James R.	Para-Educator IV	Voluntary Resignation	05/14/2019	12/17/2020
5. Berman, Kathryn C.	Elem Student Supervisor	Voluntary Resignation	08/20/2019	12/17/2020
6. Bilen, Lauren D.	Elem Student Supervisor	Voluntary Resignation	11/19/2019	01/25/2021
7. Brennan, Karen M.	Elem Student Supervisor	Release - No Show	03/12/2020	01/04/2021
8. Bundy, Julie A.	Mental Health & Beh Suppt Spec	Voluntary Resignation	11/13/2012	01/04/2021
9. Crofts, Olivia	Para-Educator I	Voluntary Resignation	10/09/2020	12/17/2020
10. Davinni, Nancy E.	Para-Educator III	Voluntary Resignation	11/30/2020	12/18/2020
11. Duarte, Jonathan D.	Sub Groundskeeper	Voluntary Resignation	05/21/2018	12/15/2020
12. Duarte, Jonathan D.	Sub Custodian	Voluntary Resignation	05/21/2018	12/15/2020
13. Farinella Collinske, Emily D.	Para-Educator I	Voluntary Resignation	01/04/2021	01/29/2021
14. Frye, Robert V.	Para-Educator II	Voluntary Resignation	08/18/2020	12/18/2020
15. Gomez, Sandra	Food Service Worker	Voluntary Resignation	11/21/2019	09/09/2020
16. Hernandez, Armando	Sub Custodian	Term-Not Discipline Related	01/07/2020	01/14/2021
17. Jimenez, Magalli	LVN	Release - No Show	06/03/2019	11/10/2020
18. Jones, Joan A.	Para-Educator I	Voluntary Resignation	02/23/2011	01/08/2021
19. Keeler, Debra R.	Manager, Early Childhood Prgms	Voluntary Resignation	08/04/2011	01/20/2021
20. Lareau, Lainie	Sub Para-Educator II	Voluntary Resignation	11/02/2005	12/17/2020
21. Lareau, Lainie	Sub Para-Educator IV	Voluntary Resignation	11/02/2005	12/17/2020
22. Lareau, Lainie	Sub Para-Educator III	Voluntary Resignation	11/02/2005	12/17/2020
23. McDonald, Karen L.	Sub Para-Educator II	Term-Not Discipline Related	03/16/2011	01/07/2021
24. McDonald, Karen L.	Sub Para-Educator IV	Term-Not Discipline Related	03/16/2011	01/07/2021
25. McDonald, Karen L.	Sub Para-Educator III	Term-Not Discipline Related	03/16/2011	01/07/2021
26. Meredith, Breanna M.	Para-Educator III	Voluntary Resignation	02/07/2020	01/12/2021
27. Myers, Kelly M.	Academic Advisor	Voluntary Resignation	07/28/2020	01/14/2021
28. Nico, Robert A.	Sub Teacher	Term-Not Discipline Related	08/31/2005	01/07/2021
29. Oseguera, Yadira	Blngl Para-Educator II	Release - No Show	12/07/2016	01/04/2021
30. Qaqi, Hana	Para-Educator II	Voluntary Resignation	01/22/2020	12/21/2020
31. Rojas, Johnny	School Bus Driver	Voluntary Resignation	02/25/2019	01/04/2021

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ACCEPT RESIGNATION/TERMINATION (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
32. Romo, Dorothy F.	Para-Educator I	Voluntary Resignation	10/10/2018	12/04/2020
33. Saba, Margarita	Food Service Worker	Release - No Show	03/11/2019	01/12/2021
34. Salcido Ochoa, Jesus	Sub Custodian	Term-Not Discipline Related	03/25/2019	01/14/2021
35. Samaniego, Jesus A.	Sub Custodian	Term-Not Discipline Related	12/03/2020	01/14/2021
36. Serklew, Maddison R.	LVN	Voluntary Resignation	10/21/2020	01/18/2021
37. Serrano, Betsy	Para-Educator I	Voluntary Resignation	07/05/2017	12/28/2020
38. Sheffield, Lorri P.	Para-Educator III	Retirement	04/25/2013	12/17/2020
39. Strong, John J.	School Bus Driver	Voluntary Resignation	08/21/2018	01/22/2021
40. Sunyich, Jenna C.	Loa: Unpaid Classified	Voluntary Resignation	11/07/2016	01/04/2021
41. Ulrich, Zachary M.	Para-Educator III	Voluntary Resignation	10/26/2020	01/11/2021
42. Wolfe, Paxton L.	Elem Student Supervisor	Voluntary Resignation	03/02/2020	12/18/2020

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
43. Estrada, Gabriela	Payroll Spec (12mo/40hpw)	\$3,689.01 mo	32 - 01	01/04/2021
44. Ruiz, Mark A.	Activities Account Clerk (10.75mo/40hpw)	\$3,511.25 mo	30 - 01	01/21/2021

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
45. Bohl, Evelyn R.	Para-Educator II (9.5mo/17.5hpw)	\$15.83 hr	20 - 01	01/19/2021
46. Bray, Laticia M.	Elem Student Supervisor (9.5mo/10hpw)	\$14.00 hr	12 - 01	01/12/2021
47. Carlson, Alisha M.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	01/04/2021
48. Castillo Tapia, Ana M.	Para-Educator II (9.5mo/17.5hpw)	\$15.83 hr	20 - 01	01/05/2021
49. Coviello, Emily A.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	01/04/2021
50. Duarte, Alejandro	Para-Educator IV (9.5mo/30hpw)	\$17.47 hr	24 - 01	11/30/2020
51. Evingham, Kayla C.	Elem Student Supervisor (9.5mo/15hpw)	\$14.00 hr	12 - 01	01/19/2021

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position- Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
52. Farinella Collinske, Emily D.	Para-Educator I (9.5mo/17.5hpw)	\$15.44 hr	19 - 01	01/04/2021
53. Fleischman, Meg P.	Para-Educator II (9.5mo/17.5hpw)	\$15.83 hr	20 - 01	12/15/2020
54. French, Whitney L.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	01/04/2021
55. Gil, Marcia J.	Elem Student Supervisor (9.5mo/17.5hpw)	\$14.00 hr	12 - 01	01/19/2021
56. Guzman, Jc	Para-Educator II (9.5mo/17.5hpw)	\$15.83 hr	20 - 01	01/04/2021
57. Hira, Melissa H.	Elem Student Supervisor (9.5mo/15hpw)	\$13.00 hr	12 - 01	12/18/2020
58. Jaimes, Cynthia	Elem Student Supervisor (9.5mo/17.5hpw)	\$13.00 hr	12 - 01	12/14/2020
59. Jonathan, Daniel	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	01/19/2021
60. Kaur, Harsimran H.	LVN (9.5mo/25hpw)	\$20.26 hr	30 - 01	01/19/2021
61. Kessler, Maria R.	Para-Educator III (9.5mo/17.5hpw)	\$16.63 hr	22 - 01	01/13/2021
62. Kilbride, Debora L.	MS Campus Supervisor (9.5mo/17.5hpw)	\$17.04 hr	23 - 01	01/05/2021
63. Koehler, Madison L.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	01/13/2021
64. Marquez, Maria F.	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	12/07/2020
65. McElroy, Nicole D.	Inst Music Asst (9.5mo/30hpw)	\$15.83 hr	20 - 01	12/16/2020
66. McGee, Amy J.	Para-Educator III (9.5mo/32.5hpw)	\$16.63 hr	22 - 01	01/04/2021
67. Montgomery, Jillian L.	Para-Educator II (9.5mo/17.5hpw)	\$15.83 hr	20 - 01	01/04/2021
68. O'Connor, Maggie J.	Para-Educator II (9.5mo/32.5hpw)	\$15.83 hr	20 - 01	01/04/2021
69. Ochoa, Yvette	Para-Educator II (9.5mo/17.5hpw)	\$15.83 hr	20 - 01	12/08/2020
70. Olivares Rodriguez, Lesley	Elem Student Supervisor (9.5mo/15hpw)	\$14.00 hr	12 - 01	01/04/2021
71. Pennington, Matthew J.	MS Campus Supervisor (9.5mo/17.5hpw)	\$17.04 hr	23 - 01	01/05/2021

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position- Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
72. Pitts, Tamara M.	Para-Educator I (9.5mo/30hpw)	\$17.02 hr	19 - 03	01/04/2021
73. Ramos-Villagomez, Brianna L.	Para-Educator I (9.5mo/30hpw)	\$16.21 hr	19 - 02	01/04/2021
74. Reyes, Julia S.	LVN (9.5mo/25hpw)	\$20.26 hr	30 - 01	01/11/2021
75. Rivera, Lesley E.	Elem Student Supervisor (9.5mo/15hpw)	\$14.00 hr	12 - 01	01/19/2021
76. Roig, Rohnda	Para-Educator I (9.5mo/30hpw)	\$15.44 hr	19 - 01	01/19/2021
77. Rote, Joanne J.	MS Campus Supervisor (9.5mo/15hpw)	\$17.04 hr	23 - 01	01/19/2021
78. Shah, Jenny V.	Para-Educator II (9.5mo/17.5hpw)	\$15.83 hr	20 - 01	01/04/2021
79. Sophie, Saadia M.	Para-Educator II (9.5mo/17.5hpw)	\$15.83 hr	20 - 01	01/04/2021
80. Villamil, Evelyn	Elem Student Supervisor (9.5mo/15hpw)	\$14.00 hr	12 - 01	01/11/2021
<u>Name</u>	<u>Reemploy Laid off Employee</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
81. Rivadeneira Ortiz, Haydee	BIngl Community Srves Liaison (9.5mo/17.5hpw)	\$19.73 hr	23 - 04	01/19/2021
<u>Name</u>	<u>Position- Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
82. Azevedo, Myrtha	Sub Food Service Worker	\$13.65 hr	14 - 01	07/01/2020- 12/31/2020
83. Azevedo, Myrtha	Sub Food Service Worker	\$14.00 hr	14 - 01	01/01/2021
84. Berman, Kathryn C.	Sub Student Supervisor	\$13.00 hr	12 - 01	12/18/2020- 12/31/2020
85. Berman, Kathryn C.	Sub Student Supervisor	\$14.00 hr	12 - 01	01/01/2021
86. Bilen, Lauren D.	Sub Para-Educator IV	\$17.47 hr	24 - 01	01/26/2021
87. Bilen, Lauren D.	Sub Para-Educator III	\$16.63 hr	22 - 01	01/26/2021
88. Gillan, Debi L.	Sub Para-Educator II	\$15.83 hr	20 - 01	01/11/2021
89. Gillan, Debi L.	Sub Para-Educator IV	\$17.47 hr	24 - 01	01/11/2021
90. Lawlor, Barbara M.	Sub District Receptionist	\$17.90 hr	25 - 01	12/28/2020
91. Le, Alexander D.	Sub Para-Educator I	\$15.44 hr	19 - 01	08/18/2020

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<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
92. McDonald, Colleen D.	Sub Para-Educator II	\$15.83 hr	20 - 01	10/01/2020
93. Noell, Kellie L.	Sub Elem Student Supervisor	\$14.00 hr	12 - 01	01/20/2021
94. Quintero Gordillo, Gloria E.	Sub Custodian	\$18.35 hr	26 - 01	01/05/2021
95. Serrano, Betsy	Sub Clerk	\$17.04 hr	23 - 01	12/29/2020
96. Sunyich, Jenna C.	Sub Para-Educator I	\$15.44 hr	19 - 01	01/05/2021
97. Sunyich, Jenna C.	Sub Para-Educator II	\$15.83 hr	20 - 01	01/05/2021
98. Sunyich, Jenna C.	Sub Para-Educator III	\$16.63 hr	22 - 01	01/05/2021
99. Sunyich, Jenna C.	Sub Para-Educator IV	\$17.47 hr	24 - 01	01/05/2021
100. Van Zanten, Jody	Sub Elem School Office Mgr	\$21.82 hr	33 - 01	10/20/2020

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Dates</u>
101. Azzollini, Nicholas	Testing Asst	\$14.50 hr		10/16/2020-10/18/2020
102. Brislen, Laird M.	Testing Asst	\$14.50 hr		10/16/2020-10/18/2020
103. Colwell, Connie S.	Testing Asst	\$14.50 hr		01/04/2021-06/03/2021
104. Harris, Tamara R.	Testing Asst	\$14.50 hr		01/04/2021-06/30/2021
105. Martinez Barocio, Tania	Testing Asst	\$14.50 hr		10/17/2020-10/18/2020
106. Smoleniec-Delahunty, Roderick C.	Testing Asst	\$14.50 hr		10/16/2020-10/18/2020
107. Turi, Cristyl D.	Testing Asst	\$14.50 hr		01/04/2021-06/03/2021

APPROVE CO-CURRICULAR ASSIGNMENT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
108. Bagan, Daniel	Basketball, (Asst)	Dana Hills High School	\$2,477.00	02/22/2021-05/22/2021

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APPROVE CO-CURRICULAR ASSIGNMENT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
109. Bernal, Lauryn E.	Water Polo, Girls' (Asst)	Dana Hills High School	\$2,973.00	12/14/2020-02/27/2021
110. Burns, Thomas E.	Cross Country, Boys' (Asst)	Aliso Niguel High School	\$2,477.00	12/26/2020-03/06/2021
111. Casey, Ryan P.	Water Polo, Boys' (Asst)	Aliso Niguel High School	\$2,477.00	12/21/2020-02/20/2021
112. Clark, Erics D.	Football, Varsity (Asst)	Aliso Niguel High School	\$3,963.00	12/14/2020-03/12/2021
113. Crow, William T.	Volleyball, Boys' Varsity (Asst)	Aliso Niguel High School	\$2,477.00	12/12/2020-02/13/2021
114. Deverrick, George E.	Soccer, Girls' Varsity (Head)	Tesoro High School	\$3,716.00	03/01/2021-05/08/2021
115. Gates, Woody W.	Water Polo, Boys' Varsity (Asst)	Tesoro High School	\$2,973.00	12/01/2020-02/20/2021
116. Gonzales, Moises O.	Baseball, (Asst)	Tesoro High School	\$2,477.00	03/01/2021-05/29/2021
117. Ignoffo, Tia L.	Volleyball, Boys' Varsity (Asst)	Aliso Niguel High School	\$2,973.00	12/12/2020-02/13/2021
118. Knebel, Brian W.	Tennis, Girls' (Asst)	Tesoro High School	\$2,477.00	03/01/2021-05/08/2021
119. Lyle, Jacqueline J.	Water Polo, Girls' (Asst)	Tesoro High School	\$2,477.00	12/01/2020-02/20/2021
120. Monterola, Miguel E.	Volleyball, Boys' Varsity (Head)	Aliso Niguel High School	\$3,716.00	12/12/2020-02/13/2021
121. Morcos, Zachary	Water Polo, Boys' Varsity (Asst)	Aliso Niguel High School	\$2,973.00	12/21/2020-02/20/2021
122. Muagututia, Myles	Volleyball, Girls' Varsity (Asst)	Aliso Niguel High School	\$2,973.00	12/19/2020-02/20/2021
123. Murvay, Cassie B.	Cross Country, Girls' (Asst)	Aliso Niguel High School	\$2,477.00	12/26/2020-03/06/2021
124. O'Neil, Connor D.	Baseball, (Asst)	Tesoro High School	\$3,468.00	03/01/2021-05/29/2021
125. Oliveros, Madison	Volleyball, Girls' (Asst)	Aliso Niguel High School	\$2,477.00	12/19/2020-02/20/2021
126. Schwied, Emma L.	Water Polo, Girls' (Asst)	Aliso Niguel High School	\$2,477.00	12/28/2020-02/27/2021
127. Shaffer, Dennis G.	Water Polo, Girls' Varsity (Asst)	Tesoro High School	\$2,973.00	12/01/2020-02/20/2021
128. Souza, Dan	Trainer,	San Clemente High School	\$3,963.00	08/18/2020-06/04/2021

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<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Dates</u>
129. Tangard, Shawn A.	Football, JV/Soph (Asst)	Aliso Niguel High School	\$2,973.00	12/14/2020-03/12/2021
130. Valley, Zoey	Water Polo, Girls' Varsity (Asst)	Aliso Niguel High School	\$2,973.00	12/28/2020-02/27/2021
131. Weiler, Kevin D.	Basketball, Girls' Varsity (Asst)	Tesoro High School	\$3,468.00	03/01/2021-05/22/2021
132. Yamaguchi, Troy D.	Football, JV/Soph (Head)	Aliso Niguel High School	\$3,468.00	12/14/2020-03/12/2021

APPROVE ASB ASSIGNMENT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
133. Angotti-Jones, Isabella M.	Soccer, Girls' Varsity (Asst)	San Juan Hills High School	\$150.00	10/01/2020-12/01/2020
134. Austin, Emilie	Volleyball, Girls' (Asst)	Dana Hills High School	\$1,500.00	10/13/2020-11/30/2020
135. Avila, Alex J.	Soccer, Boys' Varsity (Asst)	Aliso Niguel High School	\$3,000.00	12/08/2020-01/10/2021
136. Boyd, Matthew A.	Baseball, Varsity (Asst)	Aliso Niguel High School	\$3,000.00	01/12/2021-06/10/2021
137. Cisowski, Corey M.	Baseball (Asst)	Dana Hills High School	\$2,200.00	01/12/2021-05/29/2021
138. Ellis, Donnie L.	Football, Varsity (Asst)	Aliso Niguel High School	\$3,000.00	08/24/2020-12/10/2020
139. Enzi, Taylor D.	Water Polo, Girls' (Asst)	Dana Hills High School	\$2,500.00	12/14/2020-02/27/2021
140. Farcone, Joseph G.	Basketball, Boys' Varsity (Asst)	Tesoro High School	\$2,405.00	01/05/2021-02/25/2021
141. Fish, Brett L.	Baseball, (Asst)	San Clemente High School	\$1,000.00	12/07/2020-01/27/2021
142. Gadbois, Taylor M.	Softball, Varsity (Asst)	Capistrano Valley High School	\$3,468.00	01/11/2021-01/31/2021
143. Gayer, David T.	Wrestling, Boys' (Asst)	San Clemente High School	\$2,970.00	12/02/2020-01/31/2021
144. Gonzales, Moises O.	Baseball, (Asst)	Tesoro High School	\$2,405.00	03/01/2021-05/21/2021
145. Guanes, Marcelo	Volleyball, Boys' Varsity (Asst)	Aliso Niguel High School	\$3,000.00	01/15/2021-03/10/2021

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APPROVE ASB ASSIGNMENT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
146. Hertel, Wesley	Water Polo, Boys' (Asst)	Dana Hills High School	\$2,000.00	01/12/2021-02/18/2021
147. Higgins, Connor E.	Cross Country, (Asst)	Capistrano Valley High School	\$2,477.00	11/01/2020-12/18/2020
148. Jacobs, Andrew P.	Football, Varsity (Asst)	San Juan Hills High School	\$1,200.00	01/04/2021-03/30/2021
149. Jones Jr, Robert E.	Football, Varsity (Asst)	Capistrano Valley High School	\$3,963.00	08/18/2020-10/31/2020
150. Lamasa, Joseph	SOCSA-Stagecraft	Dana Hills High School	\$5,000.00	01/05/2021-06/05/2021
151. Lesko, Todd C.	Softball, Varsity (Asst)	Aliso Niguel High School	\$3,000.00	12/11/2020-06/10/2021
152. Lim, David M.	Dance	Aliso Niguel High School	\$15,000.00	08/01/2020-06/04/2021
153. Longdon, Nathan J.	SOCSA - PE/Theater/Actors Rep	Dana Hills High School	\$5,000.00	01/05/2021-06/05/2021
154. Madden II, Curtis R.	Football, Varsity (Asst)	Dana Hills High School	\$3,000.00	12/05/2020-01/05/2021
155. Maynard, Mike J.	Cross Country, Varsity (Asst)	Capistrano Valley High School	\$2,477.00	11/01/2020-12/18/2020
156. Maynard, Traci M.	Cross Country, (Head)	Capistrano Valley High School	\$3,716.00	11/01/2020-12/18/2020
157. McConathy, Elizabeth J.	Cross Country, Varsity (Asst)	Capistrano Valley High School	\$2,477.00	11/01/2020-12/18/2020
158. Mordy, Tamara L.	Cross Country, (Asst) Varsity	Capistrano Valley High School	\$2,477.00	11/01/2020-12/18/2020
159. Oliva Ruiz, Eder	Soccer, Boys Varsity (Asst)	Capistrano Valley High School	\$2,973.00	08/18/2020-10/31/2020
160. Payne, Ronald	Baseball, Winter (Asst)	Dana Hills High School	\$1,500.00	10/01/2020-11/30/2020
161. Phelps, Darren B.	Cross Country, Boys' Varsity (Head)	San Juan Hills High School	\$2,800.00	08/24/2020-12/11/2020
162. Reidling, Keeran W.	SOCSA -Secretary	Dana Hills High School	\$10,500.00	01/05/2021-06/05/2021
163. Sheaks, John L.	Baseball, (Asst)	San Clemente High School	\$1,000.00	12/07/2020-01/27/2021
164. Soto, Matthew J.	Cross Country, (Head)	Capistrano Valley High School	\$3,716.00	11/01/2020-12/18/2020
165. Terhardt, Wayne A.	Basketball, Girls' Frosh/Soph (Head)	Tesoro High School	\$600.00	09/01/2020-12/01/2020

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<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date(s)</u>
166. Tompkins, Zac	Coach, Cheer	San Clemente High School	\$3,000.00	11/01/2020-04/30/2021
167. Weiler, Kevin D.	Basketball, Girls' JV (Head)	Tesoro High School	\$800.00	09/01/2020-12/01/2020

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
168. Cox, Ashleigh M.	Elem School Clerk (10.5mo/40hpw)	Elem Sch Office Mgr (Temp/40hpw)	33 - 04	12/07/2020-12/18/2020
169. Cunningham, Robert A.	Maintenance Carpenter (12mo/40hpw)	Electronic Spec (Temp/40hpw)	42 - 10	11/14/2020-02/11/2021
170. Gastelum, Sabella A.	MS Campus Supervisor (9.5mo/17.5hpw)	Para-Educator III (9.5mo/32.5hpw)	22 - 01	01/04/2021
171. Gonzalez, Hugo	M&O Storekeeper (12mo/40hpw)	Electronic Spec (Temp/40hpw)	42 - 05	11/14/2020-02/11/2021
172. Gutierrez, Angie M.	Academic Advisor (10.75mo/40hpw)	Info Systems Spec I (12mo/40hpw)	44 - 01	01/11/2021
173. Hernandez, Vania A.	Bngl Intermediate Office Asst (12mo/40hpw)	School Secretary II (10.5mo/40hpw)	29 - 05	01/04/2021
174. Justesen, Wendy A.	Food Service Worker (9.5mo/25hpw)	Lead Food Service Professional (9.5mo/25hpw)	31 - 10	12/15/2020
175. Justesen, Wendy A.	Food Service Worker (9.5mo/25hpw)	Lead Food Service Professional (Temp/40hpw)	31 - 01	11/16/2020-12/14/2020
176. Kirkpatrick, Mary	MS Campus Supervisor (9.5mo/17.5hpw)	Para-Educator IV (9.5mo/32.5hpw)	24 - 02	01/19/2021
177. Lafontaine, Joe S.	Maintenance Worker (12mo/40hpw)	Maintenance Carpenter (Temp/40hpw)	38 - 04	11/18/2020-02/16/2021
178. Meza Cruz, Elida	Food Service Worker (9.5mo/15hpw)	Para-Educator IV (9.5mo/30hpw)	24 - 01	01/04/2021
179. Osterfeld, Kristen M.	Para-Educator II (9.5mo/30hpw)	Para-Educator III (9.5mo/30hpw)	22 - 06	12/11/2020
180. Rodriguez, Deborah N.	Bngl Community Svcs Liaison (9.5mo/30hpw)	Bngl Elem School Clerk (10.5mo/40hpw)	27 - 03	01/04/2021

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APPROVE PROMOTION (Cont.)

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
181. Shobe, Ronald S.	Custodian I (12mo/40hpw)	M&O Storekeeper (Temp/40hpw)	33 - 10	11/23/2020- 02/20/2021
182. Silva, Jose G.	Food Service Worker (9.5mo/30hpw)	Storekeeper/Delivery Driver (Temp/40hpw)	28 - 02	12/08/2020- 12/11/2020
183. Silva, Jose G.	Food Service Worker (9.5mo/30hpw)	Storekeeper/Delivery Driver (Temp/40hpw)	28 - 02	12/17/2020- 12/17/2020
184. Sosa, Daniel	Custodian I (12mo/40hpw)	Groundskeeper (Temp/40hpw)	27 - 03	12/07/2020- 03/06/2021
185. Stevenson, Christina M.	Para-Educator III (9.5mo/17.5hpw)	Para-Educator IV (9.5mo/30hpw)	24 - 06	01/04/2021
186. Von Schlegell, Helle	Food Service Worker (9.5mo/40hpw)	Lead Food Service Professional (9.5mo/35hpw)	31 - 10	01/04/2021

APPROVE REASSIGNMENTS

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
187. Begil, Mara C.	Payroll Spec (10.5mo/30hpw)	BIngl Elem School Clerk (10.5mo/30hpw)	27 - 15	01/04/2021
188. Jackes, Annette	MS Campus Supervisor (9.5mo/30hpw)	Para-Educator III (9.5mo/30hpw)	22 - 20	11/02/2020

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
189. Becerra, Ian T.	Para-Educator IV (9.5mo/17.5hpw)	Para-Educator IV (9.5mo/32.5hpw)	24 - 03	10/06/2020
190. Brunner, Patricia C.	Para-Educator III (9.5mo/30hpw)	Para-Educator III (9.5mo/32.5hpw)	22 - 05	01/19/2021
191. Khamnoi, Sawitri	Elem Student Supervisor (9.5mo/15hpw)	Elem Student Supervisor (9.5mo/17.5hpw)	12 - 01	08/27/2020
192. Kmett, Linda E.	Para-Educator II (9.5mo/30hpw)	Para-Educator II (9.5mo/32.5hpw)	20 - 06	12/14/2020

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APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
193. Latchman, Natasha	Para-Educator III (9.5mo/17.5hpw)	Para-Educator III (9.5mo/30hpw)	22 - 01	01/04/2021
194. Miranda, Rachael C.	Para-Educator II (9.5mo/17.5hpw)	Para-Educator II (9.5mo/30hpw)	20 - 06	01/04/2021
195. Reiner, Toni	Para-Educator II (9.5mo/25hpw)	Para-Educator II (9.5mo/32.5hpw)	20 - 20	01/11/2021
196. Rodriguez-Vega, Jeanette	Blngl Community Srvcs Liaison (9.5mo/17.5hpw)	Blngl Community Srvcs Liaison (9.5mo/30hpw)	23 - 02	01/19/2021
197. Sinclair, Rayna L.	Para-Educator IV (9.5mo/17.5hpw)	Para-Educator IV (9.5mo/32.5hpw)	24 - 01	01/19/2021

APPROVE TEMPORARY ADDITIONAL ASSIGNMENTS

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
198. Abrego-Galeana, Asuncion	MS Campus Supervisor TAA NTE 68 hrs (Provide additional support for the proper implementation of SOP)	23 - 02	10/19/2020- 12/08/2020
199. Alexander, Gina M.	Para-Educator IV TAA NTE 10 hrs (Ride bus with Special Ed student)	24 - 03	12/01/2020- 02/26/2021
200. Almaraz, Gisela D.	LVN TAA NTE 360 hrs (Conduct COVID testing)	30 - 02	01/05/2021- 06/30/2021
201. Andrews, Kate E.	Para-Educator I TAA NTE 6 hrs (Attend trainings and meetings)	19 - 01	10/01/2020- 11/30/2020
202. Aranda, Marsha L.	Para-Educator I TAA NTE 5 hrs (Attend extended learning training)	19 - 01	11/16/2020- 06/03/2021
203. Becerra, Jasmin G.	Para-Educator I TAA NTE 14 hrs (Attend staff meetings and extended learning team meeting)	19 - 01	11/01/2020- 05/31/2021
204. Begil, Mara C.	Blngl Elem School Clerk TAA NTE 20 hrs (Provide additional translation support)	27 - 15	01/05/2021- 06/03/2021
205. Biernacki, Jodi L.	Elem Student Supervisor TAA NTE 1 hr (Attend training)	12 - 03	08/13/2020
206. Boessler, Claudia G.	Para-Educator I TAA NTE 6 hrs (Attend staff meetings)	19 - 05	12/08/2020- 06/03/2021

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<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
207. Bolduc, Dawn M.	Para-Educator I TAA NTE 14 hrs (Attend staff meetings and extended learning team meeting)	19 - 01	11/01/2020-05/31/2021
208. Borst, Wendy A.	Para-Educator III TAA NTE 1.5 hrs (Attend meeting to discuss extended learning procedures)	22 - 06	10/01/2020-12/18/2020
209. Brown, Hannah J.	Para-Educator I TAA NTE 6 hrs (Attend trainings and meetings)	19 - 01	10/02/2020-11/30/2020
210. Cabanillas Sherritt, Gaby C.	Para-Educator IV TAA NTE 10 hpw (Ride bus with Special Ed students)	24 - 06	01/04/2021-03/31/2021
211. Carlson, Alisha M.	Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	19 - 01	01/04/2021-01/10/2021
212. Carrillo, Mckenna E.	Para-Educator I TAA NTE 6 hrs (Attend trainings and meetings)	19 - 01	10/01/2020-11/30/2020
213. Casarrubias-Quinn, Olivia B.	Blngl Preschool Teacher TAA NTE 66 hrs (Complete Canvas Curriculum Project)	32 - 15	11/01/2020-01/31/2021
214. Cecil, Madison E.	Para-Educator I TAA NTE 14 hrs (Attend staff meetings and extended learning team meeting)	19 - 01	11/01/2020-05/31/2021
215. Chairez Gonzalez, Salvador	Elem Student Supervisor TAA NTE 3 hrs (Organize AVID materials)	12 - 01	12/18/2020
216. Chiang, Pamela E.	Para-Educator I TAA NTE 6 hrs (Attend extended learning training)	19 - 03	10/01/2020-11/30/2020
217. Chicas, Jazmin I.	School Bus Driver TAA NTE 6 hrs (Transport county students)	28 - 01	12/18/2020
218. Coles, Amanda J.	Para-Educator I TAA NTE 6 hrs (Attend trainings to support EL staff)	19 - 01	10/01/2020-10/30/2020
219. Converse, Anne-Marie E.	Para-Educator I TAA NTE 1.5 hrs (Attend meeting to discuss extended learning procedures)	19 - 02	10/01/2020-12/18/2020
220. Cook, Aubrey C.	Para-Educator I TAA NTE 6 hrs (Attend meetings and trainings)	19 - 01	10/01/2020-11/30/2020
221. Crofts, Olivia	Para-Educator I TAA NTE 6 hrs (Attend trainings and meetings)	19 - 01	10/01/2020-11/30/2020
222. Cruz Ramirez, Anayeli	Elem Student Supervisor TAA NTE 3 hrs (Organize AVID materials)	12 - 01	12/18/2020

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223. Dean, Sarah M.	Academic Advisor TAA NTE 5 hrs (Participate on EL Task Force)	35 - 02	08/17/2020- 12/17/2020
224. Demers, Shirley A.	Para-Educator IV TAA NTE 4 hrs (Attend health and safety trainings)	24 - 05	08/01/2020- 11/30/2020
225. Diaz, Mischa C.	Para-Educator I TAA NTE 6 hrs (Attend trainings to support EL staff)	19 - 04	10/01/2020- 10/30/2020
226. Dudheker, Manisha N.	Para-Educator I TAA NTE 2 hrs (Training extended learning staff)	19 - 03	10/01/2020- 10/31/2020
227. Durtschi, David C.	Para-Educator I TAA NTE 2 hrs (Training extended learning staff)	19 - 01	10/01/2020- 10/31/2020
228. Eaton, Donna	Para-Educator III TAA NTE 5 hrs (Attend health and safety trainings)	22 - 02	08/01/2020- 11/30/2020
229. Edwards, Chelsea	LVN TAA NTE 360 hrs (Conduct COVID testing at district)	30 - 06	01/05/2021- 06/30/2021
230. Elliott, Soyon	Para-Educator II TAA NTE 1 hr (Attend training meeting)	20 - 04	12/03/2020
231. Enriquez-Maldonado, Stephanie	Para-Educator I TAA NTE 6 hrs (Attend staff meetings)	19 - 03	12/08/2020- 06/03/2021
232. Farber, Michelle L.	Para-Educator I TAA NTE 8 hrs (Attend trainings to support EL staff)	19 - 01	10/01/2020- 10/31/2020
233. Fermin Gutierrez, Maxi H.	MS Campus Supervisor TAA NTE 68 hrs (Provide additional support for the proper implementation of SOP)	23 - 03	10/19/2020- 06/05/2021
234. Fitzhugh, Marlene D.	BIngl Community Srvcs Liaison TAA NTE 80 hrs (Provide bilingual support - COVID team)	23 - 15	12/09/2020- 01/31/2021
235. Flores, Jessica A.	Para-Educator I TAA NTE 36 hrs (Work with grade level teachers during ACE time and after school)	19 - 01	11/10/2020- 06/05/2021
236. Folley, Jill	Para-Educator I TAA NTE 6 hrs (Attend trainings and meetings)	19 - 06	10/01/2020- 11/30/2020
237. Garrett, Alysia M.	Para-Educator I TAA NTE 36 hrs (Work with grade level teachers during ACE time and after school)	19 - 01	11/10/2020- 06/05/2021

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<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
238. Gervais, Karen L.	Para-Educator IV TAA NTE 5 hrs (Assist student on bus when aids are absent)	24 - 20	12/01/2020- 02/26/2021
239. Ghandehari, Hengameh	Para-Educator I TAA NTE 4 hrs (Attend extended learning training)	19 - 01	10/01/2020- 12/31/2020
240. Gierstorfer, Beth E.	Para-Educator I TAA NTE 36 hrs (Work with grade level teachers during ACE time and after school)	19 - 01	11/10/2020- 06/05/2021
241. Gold, Cynthia M.	Para-Educator I TAA NTE 6 hrs (Attend staff meetings)	19 - 01	12/08/2020- 06/03/2021
242. Grillias, Elena K.	Para-Educator I TAA NTE 36 hrs (Work with grade level teachers during ACE time and after school)	19 - 02	11/10/2020- 06/05/2021
243. Guizar-Boulgarides, Gabriela L.	BIngl Community Srves Liaison TAA NTE 10 hrs (Provide additional bilingual support)	23 - 10	01/04/2021- 06/08/2021
244. Gutierrez, Angie M.	Academic Advisor TAA NTE 33 hrs (Coordinator for AP exam prep)	35 - 03	08/10/2020- 12/18/2020
245. Gutierrez, Connie B.	School Clerk II TAA NTE 5 hrs (Attend EL Task Force committee meetings)	25 - 20	08/17/2020- 12/17/2020
246. Hagopian, Gioia M.	Para-Educator I TAA NTE 4 hrs (Train and support new extended learning staff)	19 - 01	10/20/2020- 11/27/2020
247. Hall, Cassondra C.	Para-Educator I TAA NTE 4 hrs (Attend extended learning training)	19 - 01	10/01/2020- 10/31/2020
248. Hannon, Karen D.	Intrprter For Hearing Impaired TAA NTE 3 hrs (Provide support for student)	30 - 10	10/27/2020- 06/03/2021
249. Harris, Renee E.	MS Campus Supervisor TAA NTE 68 hrs (Provide additional support for the proper implementation of SOP)	23 - 02	10/19/2020- 06/05/2021
250. Hayes, Natalie C.	Presch Tchr/Site Facilitator TAA NTE 67 hrs (Complete canvas curriculum project)	33 - 20	11/01/2020- 01/31/2021
251. Hernandez, Angelina	BIngl Clerk TAA NTE 5 hpw (Assist in bus pass office)	25 - 06	11/01/2020- 12/07/2020
252. Hernandez-Andrade, Jasmin	Para-Educator II TAA NTE 45 hrs (Provide support for student)	20 - 01	11/30/2020- 01/31/2021

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<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
253. Herrera, Stephanie E.	Para-Educator I TAA NTE 5 hrs (Attend extended learning training)	19 - 02	11/16/2020- 06/03/2021
254. Horner, Lisa M.	Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	19 - 03	10/01/2020- 10/31/2020
255. Howard, Stephanie C.	Para-Educator I TAA NTE 6 hrs (Attend staff meetings)	19 - 01	12/08/2020- 06/03/2021
256. Huntington, Sally	Para-Educator I TAA NTE 14 hrs (Attend staff meetings and extended learning team meeting)	19 - 03	11/01/2020- 05/31/2021
257. Ibenthal, Denise C.	Para-Educator I TAA NTE 8 hrs (Attend trainings to support EL staff)	19 - 05	10/01/2020- 10/30/2020
258. Jentsch, Lyndsey N.	Elem Student Supervisor TAA NTE 1 hr (Attend training)	12 - 02	08/13/2020
259. Jentsch, Lyndsey N.	Elem Student Supervisor TAA NTE 63 hrs (Provide morning duty support)	12 - 02	11/12/2020- 12/31/2020
260. Jentsch, Lyndsey N.	Elem Student Supervisor TAA NTE 63 hrs (Provide morning duty support)	12 - 02	01/01/2021- 06/02/2021
261. Jentsch, Lyndsey N.	Elem Student Supervisor TAA NTE 26 hrs (Support morning duty and prep for in person learning)	12 - 02	09/29/2020- 11/10/2020
262. Johnson, Robert L.	Para-Educator I TAA NTE 6 hrs (Attend staff meetings)	19 - 01	12/08/2020- 06/03/2021
263. Klug, Margaret H.	Para-Educator I TAA NTE 14 hrs (Attend staff meetings and extended learning team meeting)	19 - 01	11/01/2020- 05/31/2021
264. Koerschgen, Tamara R.	Para-Educator IV TAA NTE 7.5 hpw (Ride bus with student)	24 - 06	01/08/2021- 02/03/2021
265. Kopp, Brianna R.	Para-Educator I TAA NTE 6 hrs (Attend meetings and trainings)	19 - 01	10/06/2020- 11/06/2020
266. Kruse, Jennifer	Para-Educator I TAA NTE 5 hrs (Attend extended learning training)	19 - 01	11/16/2020- 06/03/2021
267. Lesage, Patricia G.	MS Campus Supervisor TAA NTE 68 hrs (Provide additional support for the proper implementation of SOP)	23 - 04	10/19/2020- 06/05/2021
268. Macchiaroli, Marjorie M.	Elem Student Supervisor TAA NTE 1 hr (Attend training)	12 - 03	08/13/2020

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<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
269. Macchiaroli, Marjorie M.	Elem Student Supervisor TAA NTE 26 hrs (Support morning duty and prep for in person learning)	12 - 03	09/29/2020- 11/10/2020
270. Maddocks II, Nicholas A.	Para-Educator I TAA NTE 2 hrs (Training extended learning staff)	19 - 01	10/01/2020- 10/31/2020
271. Maier, Gloria J.	Elem Student Supervisor TAA NTE 1 hr (Attend training)	12 - 04	08/13/2020
272. Maier, Gloria J.	Elem Student Supervisor TAA NTE 26 hrs (Support morning duty and prep for in person learning)	12 - 04	09/29/2020- 11/10/2020
273. Maier, Gloria J.	Elem Student Supervisor TAA NTE 1 hr (Provide morning duty support)	12 - 04	11/12/2020- 06/02/2021
274. Maleki, Yasaman R.	Para-Educator IV TAA NTE 7.5 hpw (Support on bus to and from school for student)	24 - 15	01/04/2021- 03/31/2021
275. Manson, Sara E.	Para-Educator IV TAA NTE 4 hrs (Attend CPI training)	24 - 01	11/05/2020- 11/06/2020
276. Marin, Christopher R.	Para-Educator IV TAA NTE 2 hrs (Supervise students while waiting for law enforcement)	24 - 05	11/09/2020
277. Marin, Christopher R.	Para-Educator IV TAA NTE 4 hrs (Attend CPI training)	24 - 05	11/05/2020- 11/06/2020
278. Marin, Christopher R.	Para-Educator IV TAA NTE 1 hr (Supervise student while waiting for parent pick up)	24 - 05	12/10/2020
279. Matossian, Jodi L.	Para-Educator I TAA NTE 23 hrs (Attend meeting for collaboration and planning for intervention program)	19 - 02	11/01/2020- 06/01/2021
280. McClory, Moira	Para-Educator III TAA NTE 6 hrs (Attend meetings and trainings)	22 - 01	10/01/2020- 11/30/2020
281. McDermott, Audra E.	Para-Educator III TAA NTE 4 hrs (Attend health and safety trainings)	22 - 02	08/01/2020- 11/30/2020
282. Mendez Olea, Mildred	Para-Educator I TAA NTE 6 hrs (Attend extended learning training)	19 - 01	10/01/2020- 11/30/2020
283. Mestro, Lauren P.	Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	19 - 01	10/01/2020- 10/31/2020

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<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date(s)</u>
284. Mitchell, Jessica L.	Para-Educator III TAA NTE 6 hrs (Attend staff meeting)	22 - 06	12/08/2020- 06/03/2021
285. Morales, Aimme L.	Para-Educator I TAA NTE 14 hrs (Attend staff meetings and extended learning team meeting)	19 - 01	11/01/2020- 05/31/2021
286. Morgan, Luisa M.	Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	19 - 01	10/01/2020- 10/31/2020
287. O'Brien, Charlotte B.	Para-Educator I TAA NTE 3 hrs (Assist with data analysis)	19 - 10	11/12/2020- 06/03/2021
288. Orlando, Deirdre D.	Para-Educator I TAA NTE 50 hrs (Organize intervention materials and review and distribute data)	19 - 10	12/01/2020- 06/03/2021
289. Ortega, Carmen	Blnl Community Srvc Liaison TAA NTE3 hrs (Support with distributing food baskets)	23 - 10	11/19/2020
290. Ortega-Sanchez, Claudia	Blnl Community Srvc Liaison TAA NTE 2 hrs (Support with distributing food baskets)	23 - 04	11/19/2020
291. Ortega-Sanchez, Claudia	Blnl Community Srvc Liaison TAA NTE 36 hrs (Provide bilingual support for COVID team)	23 - 04	12/21/2020- 12/30/2020
292. Oseguera, Yadira	Blnl Para-Educator II TAA NTE 10 hrs (Assist with Special Ed testing)	21 - 05	11/03/2020- 01/04/2021
293. Pamireddy, Saritha	Para-Educator I TAA NTE 5 hrs (Attend extended learning training)	19 - 06	11/16/2020- 06/03/2021
294. Parbhakar, Rishi	Inst Music Asst TAA NTE 4 hrs (Attend extended learning training)	20 - 05	10/01/2020- 12/31/2020
295. Pascual Gonzalez, Jesus	Para-Educator I TAA NTE 6 hrs (Attend staff meetings)	19 - 01	12/08/2020- 06/03/2021
296. Pinon, Cassie C.	Elem School Clerk TAA NTE 24 hrs (Make calls to parents regarding school opening)	26 - 04	07/20/2020- 07/22/2020
297. Poff, Kristy M.	Para-Educator I TAA NTE 2 hrs (Attend extended learning training)	19 - 01	10/01/2020- 10/31/2020
298. Qadeer, Shagufta S.	Para-Educator I TAA NTE 5 hrs (Attend extended learning training)	19 - 20	11/16/2020- 06/03/2021

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299. Ramirez Velazquez, Emily	Para-Educator III TAA NTE 6 hrs (Attend staff meeting)	22 - 02	12/08/2020- 06/03/2021
300. Ramos, Jesus	Para-Educator I TAA NTE 6 hrs (Attend meetings and trainings)	19 - 01	10/01/2020- 11/30/2020
301. Reategui Alva, Cesar	Blngl Community Srvc Liaison TAA NTE 5 hrs (Attend EL Task Force committee meetings)	23 - 10	08/17/2020- 12/17/2020
302. Reategui Alva, Cesar	Blngl Community Srvc Liaison TAA NTE 10 hrs (Assist with EL needs)	23 - 10	11/17/2020- 06/03/2021
303. Reyes, Jasmine R.	LVN TAA NTE 360 hrs (Conduct COVID testing)	30 - 03	01/05/2021- 06/30/2021
304. Reynolds, Kevin T.	Para-Educator III TAA NTE 1.5 hrs (Attend meeting to discuss extended learning procedures)	22 - 05	10/01/2020- 12/18/2020
305. Reynolds, Susan L.	Para-Educator IV TAA NTE 4 hrs (Attend CPI training)	24 - 03	11/05/2020- 11/06/2020
306. Riggs, Kiley E.	Para-Educator I TAA NTE 4 hrs (Attend extended learning training)	19 - 01	10/01/2020- 12/18/2020
307. Robledo, Stefanie E.	Para-Educator III TAA NTE 3 hrs (Attend health and safety trainings)	22 - 02	08/01/2020- 11/30/2020
308. Rodriguez, Diana P.	Elem Student Supervisor TAA NTE 63 hrs (Provide morning duty support)	12 - 02	11/12/2020- 12/31/2020
309. Rodriguez, Diana P.	Elem Student Supervisor TAA NTE 63 hrs (Provide morning duty support)	12 - 02	01/01/2021- 06/02/2021
310. Rodriguez, Diana P.	Elem Student Supervisor TAA NTE 26 hrs (Support morning duty and prep for in person learning)	12 - 02	09/29/2020- 11/10/2020
311. Rodriguez, Diana P.	Elem Student Supervisor TAA NTE 1 hr (Attend training)	12 - 02	08/13/2020
312. Romero, Cassandra P.	Para-Educator I TAA NTE 6 hrs (Attend staff meetings)	19 - 03	12/08/2020- 06/03/2021
313. Romero, Susan L.	MS Campus Supervisor TAA NTE 68 hrs (Provide additional support for the proper implementation of SOP)	23 - 03	10/19/2020- 06/05/2021
314. Runneboom, Michelle	MS Campus Supervisor TAA NTE 68 hrs (Provide additional support for the proper implementation of SOP)	23 - 05	10/19/2020- 06/05/2021

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315. Russell, Stacey A.	Para-Educator I TAA NTE 1.5 hrs (Attend meeting to discuss extended learning procedures)	19 - 05	10/01/2020- 12/18/2020
316. Salen, Astrid M.	Para-Educator I TAA NTE 23 hrs (Collaborate and plan for intervention program)	19 - 06	11/01/2020- 06/01/2021
317. Sanders, Lorna L.	Preschool Resource Teacher-CL TAA NTE 67 hrs (Complete Canvas Curriculum Project)	33 - 20	11/01/2020- 01/31/2021
318. Santos, Maria L.	Para-Educator III TAA NTE 16.25 hpw (Provide extra support in in SEALS classes)	22 - 10	09/25/2020- 12/18/2020
319. Sanvictores, Eileen B.	Para-Educator I TAA NTE 5 hrs (Attend extended learning training)	19 - 10	11/16/2020- 06/03/2021
320. Sarasua, Ariana L.	HS Campus Supervisor TAA NTE 15 hrs (Help with safety social distancing on campus)	25 - 01	11/09/2020- 12/20/2020
321. Saunders, Charmaine R.	Para-Educator III TAA NTE 4 hrs (Attend health and safety trainings)	22 - 15	08/01/2020- 11/30/2020
322. Savlov, Nina M.	Intermediate Office Asst TAA NTE 30 hrs (Support CHKS)	25 - 05	11/01/2020- 06/03/2021
323. Savlov, Nina M.	Intermediate Office Asst TAA NTE 30 hrs (Conduct COVID calls)	25 - 05	11/01/2020- 06/03/2021
324. Savlov, Nina M.	Intermediate Office Asst TAA NTE 2 hrs (Distribute food baskets to low income families)	25 - 05	11/19/2020
325. Sawyer, Jazmin C.	School Bus Driver TAA NTE 6 hrs (Transport county students)	28 - 20	12/18/2020
326. Schmitzer, Elizabeth M.	Para-Educator III TAA NTE 4 hrs (Attend health and safety trainings)	22 - 03	08/01/2020- 11/30/2020
327. Schreiner, Natalie L.	Para-Educator III TAA NTE 6 hrs (Attend staff meeting)	22 - 02	12/08/2020- 06/03/2021
328. Shahabi, Rona	Para-Educator I TAA NTE 6 hrs (Attend meetings and trainings)	19 - 01	10/01/2020- 11/30/2020
329. Shambaugh, Anna J.	Para-Educator I TAA NTE 6 hrs (Attend meetings and trainings)	19 - 01	10/01/2020- 11/30/2020

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330. Sharma, Ritu	Para-Educator I TAA NTE 4 hrs (Attend extended learning training)	19 - 01	10/01/2020- 10/31/2020
331. Sherrell, Christy	Para-Educator I TAA NTE 4 hrs (Attend extended learning training)	19 - 01	10/01/2020- 12/31/2020
332. Solorio, Estefania	Para-Educator I TAA NTE 36 hrs (Work with grade level teachers during ACE time and after school)	19 - 02	11/10/2020- 06/05/2021
333. Stewart, Chloe S.	Para-Educator I TAA NTE 2 hrs (Training extended learning staff)	19 - 06	10/01/2020- 10/31/2020
334. Theis, Sandra M.	Para-Educator II TAA NTE 4 hrs (Attend health and safety trainings)	20 - 05	08/01/2020- 11/30/2020
335. Torres, Jillian G.	Para-Educator I TAA NTE 14 hrs (Attend staff meetings and extended learning team meeting)	19 - 01	11/01/2020- 05/31/2021
336. Trumbly, Paola P.	Blngl Community Srvcs Liaison TAA NTE 50 hrs (Provide additional support)	23 - 01	12/15/2020- 06/03/2021
337. Vargas, Tracy	LVN TAA NTE 360 hrs (Conduct COVID	30 - 06	01/05/2021- 06/30/2021
338. Vendrell, Jessica V.	Para-Educator I TAA NTE 6 hrs (Attend staff meetings)	19 - 03	12/08/2020- 06/03/2021
339. Vigil, Laura C.	Para-Educator I TAA NTE 1.5 hrs (Attend meeting to discuss extended learning procedures)	19 - 05	10/01/2020- 12/18/2020
340. Vigil, Laura C.	Para-Educator I TAA NTE 30 hrs (Assist with parent communication)	19 - 05	11/12/2020- 06/08/2021
341. Vilar, Sarah J.	Para-Educator I TAA NTE 4 hrs (Attend extended learning training)	19 - 15	10/01/2020- 12/31/2020
342. Villegas, Rosa G.	Elem Student Supervisor TAA NTE 3 hrs (Organize AVID materials)	12 - 04	12/18/2020
343. Vivas, Margarita	Blngl Special Prgm Liaison TAA NTE 24 hrs (Provide bilingual support for COVID team)	26 - 06	12/21/2020- 12/30/2020
344. Walder, Nicole K.	Para-Educator II TAA NTE 3 hrs (Attend health and safety trainings)	20 - 05	08/01/2020- 11/30/2020

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345. Wang, Stephanie	Para-Educator I TAA NTE 14 hrs (Attend staff meetings and extended learning team meeting)	19 - 01	11/01/2020-05/31/2021
346. Weinmann, Cindi	Elem Student Supervisor TAA NTE 1 hr (Support transition to new ELT schedule)	12 - 02	01/01/2021-06/03/2021
347. Weinmann, Cindi	Elem Student Supervisor TAA NTE 1 hr (Support transition to new ELT schedule)	12 - 02	11/09/2020-12/31/2020
348. White, Hana L.	BIngl Para-Educator I TAA NTE 6 hrs (Attend staff meeting)	20 - 02	12/08/2020-06/03/2021
349. Wilson Wiley, Stephanie A.	Para-Educator III TAA NTE 2 hrs (Attend extended learning training)	22 - 10	10/08/2020-10/15/2020
350. Winner, Angela M.	Para-Educator IV TAA NTE 7.5 hpw (Support on bus to and from school for student)	24 - 04	01/04/2021-04/02/2021
351. Wittekind, Stephen T.	HS Campus Supervisor TAA NTE 15 hrs (Help with safety social distancing on campus)	25 - 01	11/09/2020-12/20/2020
352. Yerena, Maricela L.	Para-Educator I TAA NTE 5 hrs (Attend extended learning training)	19 - 20	11/16/2020-06/03/2021
353. Zoccoli, Nella M.	Para-Educator I TAA NTE 14 hrs (Attend staff meetings and extended learning team meeting)	19 - 01	11/01/2020-05/31/2021

APPROVE SUBSTITUTE ASSIGNMENTS AS NEEDED FOR VACANT POSITION OR ABSENT EMPLOYEE

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Dates</u>
354. Achten, Zenah S.	Elem Student Supervisor (9.5mo/17.5hpw)	Sub Para-Educator I	19 - 01	12/02/2020-06/03/2021
355. Adams, Stephanie L.	Para-Educator IV (9.5mo/17.5hpw)	Sub MS Campus Supervisor	23 - 06	12/01/2020-06/03/2021
356. Almy, Jodi M.	Para-Educator II (9.5mo/17.5hpw)	Sub Elem Student Supervisor	12 - 04	12/07/2020-06/30/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 17, 2021
Classified Employees

APPROVE SUBSTITUTE ASSIGNMENTS AS NEEDED (Cont.)
FOR VACANT POSITION OR ABSENT EMPLOYEE

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Dates</u>
357. Baxter, Michelle M.	Sub Elem Student Supervisor (1mo/1hpw)	Sub Para-Educator II	20 - 01	10/01/2020-06/30/2021
358. Crachy, Jessica A.	MS Campus Supervisor (9.5mo/15hpw)	Sub School Clerk II	25 - 02	08/18/2020-06/03/2021
359. Fredriksen, Stacey M.	Elem Student Supervisor (9.5mo/17.5hpw)	Sub Para-Educator I	19 - 01	12/02/2020-06/03/2021
360. Graves, Karen J.	HS Campus Supervisor (9.5mo/17.5hpw)	Sub Gl's Athl/Equip lckr Rm Attn	27 - 10	12/03/2020-06/04/2021
361. Lopez, Candice	Elem Student Supervisor (9.5mo/15hpw)	Sub Para-Educator IV	24 - 01	09/01/2020-06/30/2021
362. Maclain, Frances L.	Elem Student Supervisor (9.5mo/17.5hpw)	Sub Para-Educator I	19 - 01	12/02/2020-06/03/2021
363. Matossian, Jodi L.	Para-Educator I (9.5mo/15hpw)	Sub Elem Student Supervisor	12 - 02	12/07/2020-12/30/2020
364. Matossian, Jodi L.	Para-Educator I (9.5mo/15hpw)	Sub Elem Student Supervisor	12 - 02	01/01/2021-06/03/2021
365. McBurney Wheeler, Martina	HS Campus Supervisor (9.5mo/17.5hpw)	Sub Gl's Athl/Equip lckr Rm Attn	27 - 04	12/14/2020-06/04/2021
366. Muller, Sydney	Para-Educator II (9.5mo/17.5hpw)	Sub Elem Student Supervisor	12 - 01	12/07/2020-12/30/2020
367. Muller, Sydney	Para-Educator II (9.5mo/17.5hpw)	Sub Elem Student Supervisor	12 - 01	01/01/2021-06/03/2021
368. Ondryas, Brianna B.	Para-Educator II (9.5mo/17.5hpw)	Sub Para-Educator III	22 - 10	11/01/2020-06/05/2021
369. Ondryas, Brianna B.	Para-Educator II (9.5mo/17.5hpw)	Sub Para-Educator IV	24 - 06	11/01/2020-06/05/2021
370. Perakis, Monica	Para-Educator II (9.5mo/17.5hpw)	Sub Elem Student Supervisor	12 - 04	12/07/2020-06/03/2021
371. Perakis, Monica	Para-Educator II (9.5mo/17.5hpw)	Sub Para-Educator III	22 - 04	11/30/2020-06/01/2021
372. Petts, Tania M.	Para-Educator I (9.5mo/17.5hpw)	Sub Elem Student Supervisor	12 - 01	12/07/2020-12/31/2020
373. Petts, Tania M.	Para-Educator I (9.5mo/17.5hpw)	Sub Elem Student Supervisor	12 - 01	01/01/2021-06/03/2021
374. Plummer, Whitney E.	Para-Educator II (9.5mo/17.5hpw)	Sub Para-Educator III	22 - 02	12/02/2020-06/03/2021

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APPROVE SUBSTITUTE ASSIGNMENTS AS NEEDED (Cont.)
FOR VACANT POSITION OR ABSENT EMPLOYEE

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Dates</u>
375. Rodriguez, Deborah N.	BIngl Community Srvcs Liaison (9.5mo/30hpw)	BIngl Community Srvcs Liaison	23 - 04	12/14/2020-12/18/2020
376. Rodriguez, Vannia M.	BIngl Para-Educator II (9.5mo/17.5hpw)	Sub Para-Educator I	19 - 02	12/04/2020-06/03/2021
377. Salen, Astrid M.	Para-Educator I (9.5mo/17.5hpw)	Sub Elem Student Supervisor	12 - 06	12/07/2020-06/30/2021
378. Schauer, Ofilia F.	Para-Educator II (9.5mo/17.5hpw)	Sub Elem Student Supervisor	12 - 15	12/07/2020-06/03/2021
379. Thompson, Angela	Para-Educator II (9.5mo/17.5hpw)	Sub Para-Educator III	22 - 05	10/01/2020-06/04/2021
380. Vicente, Katya	Elem Student Supervisor (9.5mo/17.5hpw)	Sub Para-Educator I	19 - 01	12/02/2020-06/03/2021
381. Vitti-Koutsoyanopulos, Giuliana	MS Campus Supervisor (9.5mo/17.5hpw)	Sub Para-Educator IV	24 - 06	10/15/2020-06/03/2021
382. Zimmerman, Patricia A.	Para-Educator II (9.5mo/17.5hpw)	Sub Para-Educator III	22 - 02	01/04/2021-06/03/2021
383. Zolog, Mirela E.	Elem Student Supervisor (9.5mo/17.5hpw)	Sub Para-Educator I	19 - 01	12/02/2020-06/03/2021

APPROVE LEAVE OF ABSENCE

<u>Employee Unique Identifying Number</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Dates</u>
384. 243984	Para-Educator III	Student Teaching	01/04/2021-05/09/2021
385. 245617	Custodian I	Expired Paid Leave	12/16/2020-06/16/2021
386. 245664	Para-Educator IV	Personal	01/11/2021-04/11/2021
387. 246290	Para-Educator II	Personal	12/04/2020-12/18/2020
388. 256465	Para-Educator III	Personal	01/19/2021-06/03/2021
389. 258046	Para-Educator III	Personal	01/04/2021-06/30/2021
390. 258669	Para-Educator I	Personal	01/04/2021-01/25/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT
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APPROVE LEAVE OF ABSENCE (Cont.)

<u>Employee Unique Identifying Number</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Dates</u>
391. 259760	Para-Educator IV	Personal	12/10/2020- 06/03/2021
392. 260078	Elem Library Media Tech	Personal	01/04/2021- 06/03/2021
393. 264505	Para-Educator III	Personal	01/05/2021- 06/04/2021
394. 322583	LVN	Personal	01/11/2021- 02/01/2021
395. 324421	Elem Student Supervisor	Childcare	01/12/2021- 06/04/2021
396. 326746	Elem Student Supervisor	Personal	01/04/2021- 03/05/2021

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
JANUARY 20, 2021
EDUCATION CENTER – BOARD ROOM

Due to the nature of the COVID-19 pandemic and in accordance with Governor Newsom's Executive Order N-29-20, issued on March 17, 2020, the Board members will have the option to attend the meeting and take action on any item telephonically.

President Bullockus called the meeting to order at 4:03 p.m.

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

ROLL CALL:

Present: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and
McNicholas

Absent: None

The Following speakers addressed the Board:

- *Kristen Okura spoke regarding credit/no credit for physical education*
- *Melissa Huffaker spoke regarding credit/no credit for physical education at the middle school level*

The Board recessed to closed session to discuss: Public Health Emergency; Conference with Legal Counsel – Anticipated Litigation; Conference with Legal Counsel – Existing Litigation; Student Readmissions; Student Expulsion; Conference with Labor Negotiators.

**Closed Session
Comments**

The regular meeting of the Board of Trustees was called to order by President Bullockus at 7:18 p.m.

ROLL CALL:

Present: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and
Student Advisor Bhaskar

Absent: Trustee McNicholas

The Pledge of Allegiance was led by Anchal Bhaskar, Student Advisor to the Board.

**Pledge of
Allegiance
Permanent Record**

The Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's office as a matter of the permanent record. An audio recording of the meeting is available on the District website: www.capousd.org

It was moved by Trustee Davis and seconded by Trustee Braunstein and motion carried by a 6-0-1 roll call vote to adopt the Regular Board agenda.

**Adoption of the
Board Agenda**

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
and McNicholas

NOES: None

ABSENT: None

Student Advisor Bhaskar voted aye to adopt the agenda.

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 and Agenda Item #3F – Conference
with Labor Negotiators**

Under Closed Session items Public Health Emergency and Conference with Labor Negotiators, Trustees voted 7-0 to direct the Superintendent to open school as normal if we are able to do so, as determined by the criteria established by the California Department of Public Health;

If that is not possible, then create a Reopening 2.0 Plan that addresses the following Board approved priorities, for the 2021 – 2022 school year.

- Provide to the greatest extent possible a “normal experience” for middle school and high school students by restoring and “bringing back” PE and elective courses that were previously cut for the 2020-21 school year, and by reinstating the Graduation Board Policy Requirement of 220 credits; and include sports, performing arts, clubs and extracurricular activities.
 - Provide daily live instruction for middle school and high school students where all students benefit from live instruction during both their in-person and virtual learning days; and support for 6th grade students who would benefit from additional support by providing an option to be on campus four full days per week;
- Provide elementary students who need additional intensive support and intervention, and who have experienced learning loss by providing academic intervention;
- Create a 100% online learning program option TK-12 through Cal Prep/Capo Virtual by providing daily live instruction and a traditional bell schedule for those students who choose to be online.

Agenda Item #3B– Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation – Seven Cases

Trustees voted 7-0 to approve the staff recommendation on the following cases:

ADR Case Number 20190425
ADR Case Number 20201015
ADR Case Number 20201022
ADR Case Number 20201023
ADR Case Number 20201102
ADR Case Number 20201120
ADR Case Number 20201130

Significant Exposure to Litigation – One Case

On agenda item B-8 Trustees voted 7-0 to approve staff recommendation

Agenda Item #3C – Conference with Legal Counsel – Existing Litigation

Significant Exposure to Litigation – Two Cases

Trustees voted 7-0 to approve staff recommendation on the following cases:

OAH Case Number 2020070958
OAH Case Number 2020100716

Agenda Item #3D – Student Readmissions – Two Cases

Trustees voted 7-0 to approve staff recommendation on the following cases:

Case # 2020-005
Case # 2020-020

Agenda Item #3E – Student Expulsion – One Case

Trustees voted 7-0 to approve staff recommendation on the following case:

Case # 2021-001

Extra Miler

Canyon Vista Elementary School and Don Juan Avila Middle School for the video they produced to raise anti-bullying awareness and spread kindness. The video was submitted as part of the *To Know Better* competition sponsored by the Orange County Human Relations Commission, which aims to “stop hateful vibes and wrongful bias” that happened during the COVID-19 pandemic. Read the full story and watch the video on CUSDInsider.org.

**Special
Recognitions**

Superintendent Vital reported on the various activities at our sites in the past weeks.

**Board and
Superintendent
Comments
Oral
Communications**

The following speakers addressed the Board:

- *Rocky Brown, teacher at NHMS, thanked the Board for bringing back MS physical education and the new curriculum, and credit vs. no credit grades*
- *Seth Teigen, CEO at Mission Hospital Mission Viejo, spoke regarding COVID activity in the community*
- *Tala Siksek spoke on behalf of the Cultural Proficiency Task Force at THS and COVID-19*
- *Michele Ploessel-Campbell thanked the Board and staff and encouraged parents to join their PTA and PTSA's*
- *Erik Siberman, teacher at AVMS, spoke regarding more transparent COVID reporting notifications*
- *Jessica Geyer thanked principals, teachers, staff and Board. Health class as graduation requirement and the Governor's proposed budget*
- *Ester Mafouta March spoke on behalf of CUSD Against Racism and supporting their petition*

CONSENT CALENDAR

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

Consent Calendar

The following speakers addressed the Board:

- *Jasmine Eslami spoke regarding students struggling with distance learning and mental challenges*
- *Michele Ploessel-Campbell spoke regarding special education*

President Bullockus asked Trustees for items they wished to pull from the Consent Calendar. No items were pulled.

It was moved by Trustee McNicholas and seconded by Trustee Braunstein motion carried by a 7-0 roll call vote to approve the following Consent Calendar with the exception of item pulled.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
JANUARY 20, 2021
EDUCATION CENTER – BOARD ROOM

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek,
Jones, and McNicholas
NOES: None
ABSENT: None

Student Advisor Bhaskar voted aye to approve the Consent Calendar.

Approval of donations of funds and equipment.

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2).

Approval of the District standardized Independent Contractor, Professional Services, Field Service and Master Contract agreements.

Approval of Award of Bid No. 2021-03, Plumbing Services to Verne’s Plumbing, Incorporated.

Approval of Change Order No. 5, Bid No. 1920-05 for the Newhart Middle School STEAM Building Project related to structural steel changes to the superstructure frame of the building and the elevator.

Approval of the Final Acceptance and filing of the Notice of Completion for Bid No. 2021-07 for the Bridges Community Day High School Restroom Portable Project.

Approval of Fourth Extension of Bid No. 1617-07, Electrical, Fire Protection, and Low Voltage Systems Services with Gilbert and Stearns, Incorporated.

**Donation of Funds
and Equipment
Agenda Item 1
Purchase Orders,
Commercial
Warrants and
Previously Board-
Approved Bids
and Contracts
Agenda Item 2
Independent
Contractor,
Professional
Services, Field
Service, and
Master Contract
Agreements
Agenda Item 3
Award Bid No.
2021-03, Plumbing
Services – Verne’s
Plumbing,
Incorporated
Agenda Item 4
Change Order No.
5, Bid No. 1920-
05, Newhart
Middle School
Steam Building
Project
Agenda Item 5
Final Acceptance
and Filing of
Notice of
Completion for
Bid No. 2021-07
for Bridges
Community Day
High School
Restroom
Portable Project
Agenda Item 6
Fourth Extension
of Bid No. 1617-
07, Electrical, Fire**

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
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Approval of the Lease Agreement with College and Career Advantage (CCA) for use of CCA buildings and other real property.	Protection, and Low Voltage Systems Services – Gilbert and Stearns, Incorporated Agenda Item 7 Lease Agreement for Use of College and Career Advantage Buildings and Other Real Property – College and Career Advantage Agenda Item 8 Procure Eligible E-Rate Items Utilizing Requests for Proposals Process Agenda Item 9 Resolution No. 2021-29, Authorization to Renew a Community Service Program Certification Through the Department of Resources Recycling and Recovery Agenda Item 10 Resolution No. 2021-30, Application Submission SCAQMD PA 2021-02 Lower Emission Bus Funding Grant Program Agenda Item 11 Second Extension of Bid No. 1819- 07, Paper and Plastic Products for Food and Nutrition Services
Approval to procure eligible E-Rate items (Category 2) utilizing Requests for Proposals (RFP) process.	
Approval of Resolution No. 2021-29, Authorization to Renew a Community Service Program (SP) Certification through the Department of Resources Recycling and Recovery (CalRecycle).	
Approval of Resolution No. 2021-30, Application Submission SCAQMD PA 2021-02 Lower Emission Bus Funding Grant Program.	
Approval of Second Extension of Bid No. 1819-07, Paper and Plastic for Food and Nutrition Services with P&R Paper Supply Company.	

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
JANUARY 20, 2021
EDUCATION CENTER – BOARD ROOM

Approval of Temporary Board Policy T6146.1, <i>High School Graduation Requirements</i> .	– P&R Paper Supply Company Agenda Item 12 Temporary Board Policy T6146.1, High School Graduation Requirements Agenda Item 13 Memorandum of Understanding with San Diego County Office of Education for the 2020-2021 Migrant Education Program Agenda Item 14 Agreement No. 50951 with the Orange County Superintendent of Schools Agenda Item 15 Extended School Year Proposal for 2021 Agenda Item 16 Resignations/ Retirements/ Employment - Certificated Employees Agenda Item 17 Resignations/ Retirements/ Employment - Classified Employees Agenda Item 18 School Board Minutes Agenda Item 19 School Board Minutes Agenda Item 20 California Healthy Kids Survey Alcohol and Other Drug Module for Las Flores Middle
Approval of the ratification of the Memorandum of Understanding with San Diego Office of Education, January 1, 2021 through June 30, 2021.	
Approval of the ratification of Agreement No. 50951 with the Orange County Superintendent of Schools, December 1, 2020 through June 30, 2021, 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.	
Approval of the proposed 2021 Extended School Year (ESY) program.	
Approval of the activity list for employment, separation, and additional assignments of certificated employees.	
Approval of the activity list for employment, separation, and additional assignments of classified employees.	
Approval of the December 16, 2020 Regular Board meeting minutes.	
Approval of the January 6, 2021 Special Board meeting minutes.	
President Bullockus recognized Susan Holliday, Chief Administrative Officer, Education and Support Services to present the item.	
The following speakers addressed the Board:	

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
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EDUCATION CENTER – BOARD ROOM

**School and Tesoro
High School
Agenda Item 21**

- *Michele Ploessel-Campbell spoke regarding drug and alcohol abuse programs and the need for AOD Modules*

It was moved by Trustee Hanacek and seconded by Trustee Braunstein to approve the administration of the California Healthy Kids Survey Alcohol and Other Drug Module at Las Flores Middle School and Tesoro High School. The motion carried 6-1 by a roll call vote.

AYES: Trustees Braunstein, Bullockus, Castellanos, Hanacek, Jones, and McNicholas
NOES: Trustee Davis
ABSENT: None

Student Advisor Bhaskar voted aye to approve the administration of the California Healthy Kids Survey Alcohol and Other Drug Module at Las Flores Middle School and Tesoro High School.

President Bullockus recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

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

President Bullockus recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present the item.

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

President Bullockus recognized Amy Hanacek, Board of Trustees, to present the item.

The following speakers addressed the Board:

- *Michele Ploessel-Campbell thanked Rocky Brown, physical education teacher at NHMS, for his hard work, also glad to see the Board bringing this agenda item back for further review*
- *Stephanie Tarzia spoke regarding PE grades and evaluation needing to be reconsidered and thanked Doug Wade, physical education teacher at AVMS for his videos*

It was moved by Trustee McNicholas and seconded by Trustee Davis to Reevaluate Agenda Item 42, Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*, from the December 16, 2020 Board Meeting and bring it back for discussion action at the February 17, 2021 Regular Board meeting. The motion carried 7-0 by a roll call vote.

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones, and McNicholas
NOES: None
ABSENT: None

**Financing Results
for the Pacifica
San Juan
Community
Facilities District
Agenda Item 22
Governor's
January Budget
Proposal for
Fiscal Year 2021-
2022
Agenda Item 23
Trustee Request
to Reevaluate
Agenda Item 42,
Temporary Board
Policy T5121.1,
Grades/
Evaluation of
Student
Achievement from
the December 16,
2020 Regular
Board Meeting
Agenda Item 24**

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
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EDUCATION CENTER – BOARD ROOM

Student Advisor Bhaskar voted aye to Reevaluate Agenda Item 42, Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*, from the December 16, 2020

Board Meeting and bring it back for discussion action at the February 17, 2021 Regular Board meeting.

President Bullockus recognized Clark Hampton, Deputy Superintendent, Business and Support Services, to present the item.

**First Reading –
Board Policy 7511,
Naming of
Facilities
Agenda Item 25**

It was moved by Trustee Braunstein and seconded by Trustee Jones to waive the second reading of Board Policy 7511, *Naming of Facilities*. The motion carried 7-0 by a roll call vote.

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
and McNicholas
NOES: None
ABSENT: None

It was moved by Trustee McNicholas and seconded by Trustee Davis to approve the first reading of Board Policy 7511, *Naming of Facilities*. The motion carried 7-0 by a roll call vote.

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
and McNicholas
NOES: None
ABSENT: None

Student Advisor Bhaskar voted aye to approve the first reading of Board Policy 7511, *Naming of Facilities*.

It was moved by Trustee McNicholas and seconded by Trustee Davis to adjourn the meeting, motion carried 7-0 by a roll call vote.

Adjournment

AYES: Trustees Braunstein, Bullockus, Castellanos, Davis, Hanacek, Jones,
and McNicholas
NOES: None
ABSENT: None

Student Advisor Bhaskar voted aye to adjourn the meeting.

President Bullockus announced the meeting adjourned at 9:13 p.m.

Board Clerk
Gila Jones, Trustee

Secretary, Board of Trustees
Kirsten M. Vital Brulte, Superintendent

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services
Greg Merwin, Chief Academic Officer, Education and Support Services

Date: February 17, 2021

Board Item: First Reading – Temporary Board Policy T5121.1, Grades/Evaluation of Student Achievement

HISTORY

A review of Board Policy 5121.1, *Grades/Evaluation of Student Achievement*, determined that aspects of the policy needed to be revised based on current circumstances in response to the Coronavirus pandemic. The policy was adopted in 1997 and was further revised in 2020. In April 2020, Trustees waived Board Policy 5121.1 and replaced it with Emergency Board Policy E5121.2, *Grades/Evaluation of Student Achievement*, to temporarily replace Board Policy 5121.1. On July 15, 2020, Trustees approved Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*. The changes are being applied to a temporary policy that is recommended to Trustees for approval.

BACKGROUND INFORMATION

In April 2020 staff recommend Trustees adopt an emergency grading policy with the approach of doing no harm, due to the emergency response of closing schools and moving into distance learning due to COVID-19. “Do no harm” meant that no student received a failing grade during the spring semester. Instead, if a student had not completed work to sufficiently assess their progress during the second semester, a “No Credit” or “Incomplete” was given, where students were provided the opportunity to finish the course, with no penalties, during the summer and/or when school resumed in the fall. In July 2020, the emergency policy was replaced with a temporary policy that had removed the Credit/No Credit language.

The Superintendent or designee shall establish and regularly evaluate a uniform grading system. Principals shall ensure that student grades conform to this system. Nothing herein shall conflict with a teacher’s ability to assess student work as defined in Education Code § 49066 (a), which states: “When grades are given for any course of instruction taught in a school district, the grade given to each pupil shall be the grade determined by the teacher of the course and the determination of the pupil’s grade by the teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final,” as defined in Education Code § 49066 (a).

During the current 2020-2021 school year, local and state health orders continue to modify how instruction may be provided. In response to the ongoing COVID-19 pandemic, staff continues to

recommend the temporary policy to create maximum flexibility in how teachers monitor student progress during distance and hybrid learning. The District modified the delivery of Physical Education (PE) to support the needed flexibility with schedules and District staffing while meeting the required health and safety guidelines during the pandemic. PE was transitioned to 100 percent online and delivered through the content management system called APEX. Parent surveys indicated that this online format for PE has not been effective: only 18.6 percent of high school parents and 19 percent of middle school parents surveyed identified APEX PE as effective or very effective. Teachers have worked to improve the experience by modifying grading scales, offering multiple make-ups, adding in fitness logs in place of APEX modules, and letting students re-take quizzes multiple times. These efforts did not fully improve the experience. The second semester of PE has been redesigned and improved with middle school PE teachers developing their own curriculum and no longer using APEX.

Staff continues recommending the addition of Credit/No Credit language to the temporary policy for only secondary PE courses. Students who would normally be highly successful in PE did not perform well in the first semester. In order to provide students the option of replacing the letter grade with Credit or No Credit mark, Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*, needs to be updated.

CURRENT CONSIDERATIONS

Staff recommends approval of the following revisions being recommended for the Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*. The proposed revisions will only apply to secondary PE grade marks. Staff met with middle school and high school PE teacher leaders to discuss the policy language and gather input. Their input is reflected in the proposed edits.

Teachers will continue to provide traditional letter grades to students as a means of offering feedback, providing motivation, and maintaining accountability for work they complete. Per Education Code and Board policy, teachers are the only ones that can assign grades. Teachers determine what types of activities may be calculated when determining a student's grade.

Proposed draft Temporary Board Policy T5121.1 adds the flexibility for secondary PE students to select "CR" for Credit or "NC" for No Credit in lieu of a letter grade.

The revisions recommend teachers assign letter grades, A, B, C, or D as a means to continue to provide student motivation and an incentive for completing work. The updated draft language allows students to receive letter grades with the option to select the mark of "CR" in place of an A, B, C or D. Teachers may assign CR to students who request it and who have demonstrated proficiency.

Students who are not successful and are failing PE will automatically be assigned the following mark "NC" for No Credit. Students who receive a NC will be provided with additional opportunities during summer school or through credit recovery or other programs during the school year to make-up work or retake a class for credit. A grade of NC will not have a negative impact a student's GPA.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board President recognize Susan Holliday, Chief Administrative Officer, Education and Support Services, to present this item. In addition, staff is recommending the Board take action to waive the second reading of this policy to allow teachers to move forward with the letter grade option and retroactively work with students immediately to adjust their previous marks as needed. Following discussion, it is recommended the Board of Trustees approve Temporary Board Policy T5121.1, *Grades/Evaluation of Student Achievement*.

PREPARED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

APPROVED BY: Greg Merwin, Chief Academic Officer, Education and Support Services

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

It will be the purpose of the District and the school system to report student progress in terms of District, school, class and individual goals. Parents will receive information from the school on a periodic basis indicating student progress toward these goals.

The Superintendent or designee shall establish and regularly evaluate a uniform grading system. Principals shall ensure that student grades conform to this system. Nothing herein shall conflict with a teacher's ability to assess student work as defined in Education Code § 49066 (a), which states: "When grades are given for any course of instruction taught in a school district, the grade given to each pupil shall be the grade determined by the teacher of the course and the determination of the pupil's grade by the teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final."

Elementary School Student Progress

In the fall of each school year, students in Grades K-5 take literacy skills assessments to assess their individual skill levels in reading readiness and/or reading fluency.

In the fall of each school year, parents shall be invited to attend a Parent-Teacher conference to review their child's academic progress-to-date and, if needed, develop a Family School Partnership Plan and/or Intervention Plan to ensure the child's continued progress in the current school year. Students will be encouraged, as appropriate, to attend fall Parent-Teacher Conferences.

Report cards will be issued at the end of each-trimester-reporting period. Student progress in reading, writing, mathematics, history/social science, science, physical education, and the arts will be reported in relation to grade-level performance standards.

Number marks will be issued in subject matter as follows:

- 4 = Excelling at reporting period expectations
- 3 = Meeting reporting period expectations
- 2 = Progressing toward reporting period expectations
- 1 = Insufficient progress toward reporting period expectations

Effort marks will be issued in subject matter and in skills and behaviors that support learning as follows:

- O = Outstanding
- S = Satisfactory
- AC = Area of concern
- U = Unsatisfactory

English Language Learners (ELL) will receive progress reports on levels of English language fluency.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

Individual schools and teachers may supplement report cards with additional information throughout the school year as they deem appropriate.

In the winter and the spring of each year, students retake the literacy skills assessments as a means to monitor continued progress and growth toward end-of-year benchmark goals.

At the end of the second reporting period, parents shall be invited to attend a second Parent-Teacher Conference, as needed, to review student progress-to-date and consider additional strategies for success through the end of the school year.

Secondary School Student Progress

In middle schools, grades are available in the parent portal at the end of each quarter. Parents may request to have report cards mailed home if they do not have portal access. Mid-quarter progress reports will be issued to students in danger of failing (D or F grades) not later than the week during which the end of the first half of the marking period or instruction for the course falls.

In high schools, grades are available in the parent portal at the end of each 6-week grading period and at the end of each semester. Parents may request to have report cards mailed home if they do not have portal access. Passing semester grades for high school courses will be awarded five credits per course. Passing grades include A, B, C, or D grades. In addition, teachers must notify parents of the danger of failing a semester course during the last six weeks of the semester if no prior notification has been given.

Letter grades will be issued at the secondary level in subject matter as follows:

- A = Excellent progress
- B = Above average progress
- C = Average progress
- D = Below average
- F = Failing

During the 2020-2021 school year, physical education courses will be graded using a letter grades of A – F. ~~Credit or No Credit mark.~~ At the end of each quarter/semester, students will be provided the opportunity to select Credit (CR) or No Credit (NC) in lieu of the letter grade. Letter grades of A, B, C or D qualify as CR. A letter grade of an F qualifies for NC. If no selection is made, the grade will default to a letter grade (A-D); letter grades of an F will default to NC.

*Physical Education teachers will work with students to provide each student the option to select a letter grade for the previous quarters and/or semester.

Student semester grade points will be computed for courses on the following numerical value for all courses taken for the purpose of determining grade point average (GPA): A = 4; B=3; C = 2; D = 1;

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

F = 0. The 2020-2021 physical education Credit/No Credit notation will not be included in determining the academic grade point average.

In physical education courses, evaluation of student work may be denoted using letter grades or the following symbols:

CR = Credit

NC = No Credit

Physical education teachers may use the CR mark to designate that the student should receive credit for the course in place of the letter marks A, B, C, and D. Students who ~~receive~~ select a CR mark will receive credit for the class and will be allowed to enroll in the next class in the course sequence, if applicable. The grade of CR will not be calculated into the student's GPA.

Students who are unable to demonstrate proficiency during distance learning will be assigned an NC mark. Students who receive an NC will be provided with additional opportunities during summer school or through credit recovery or other program options during the school year to make-up work or retake the class. A mark/grade of NC will not negatively impact a student's GPA.

For Advanced Placement, International Baccalaureate, Honors level, and approved college courses only, grade points will be computed on the following numerical value: A = 5; B = 4; C = 3; D = 1; F = 0

When students with honors credits on their transcripts transfer from out of district or out of state schools, only courses designated as honors by CUSD and approved by the University of California will be recognized.

Citizenship marks will be issued as follows:

O = Attitude and behavior are outstanding

S = Attitude and behavior are satisfactory

S- = Behavior needs improvement

U = Attitude and behavior are unsatisfactory

A teacher shall base student grades on their mastery of course content based on District standards. Students shall have the opportunity to demonstrate mastery through a variety of methods, including, but not limited to tests, projects, portfolios, class discussion, attendance, effort, student conduct, and/or work habits as appropriate. A student's physical education grade may not be adversely affected by the student's failure to wear standardized physical education apparel when such failure is a result of circumstances beyond the student's control. (Education Code 49066) In the event of a disagreement related to a student's grade, a parent may request a change to a student's record via the process outlined in Board Policy 5125.3.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

If a test or assignment used by a teacher to evaluate student learning becomes compromised, a teacher has the discretion to disregard the results of the test/assignment. To remedy the situation, a teacher may administer a new test/assignment, weight the test/assignment and assign a letter grade to the test/assignment, or assign a subjective grade. In the event that a compromise occurs at the end of a quarter, grading period, or semester, the teacher has the discretion to rely on previous assessment results in the marking period. (Education Code 49066 and 49067)

*Legal Reference:*EDUCATION CODE*48070 Promotion and retention 48431.6 Required systematic review**49066 Grades; finalization; physical education class**49067 Mandated regulations regarding pupil's achievement**Johnson v. Santa Monica-Malibu Unified School District Board of Education (App. 2 Dist. 1986 224 Cal. Rptr. 885, 179 C.A. 3d 593)*

Policy

adopted: July 15, 2020

revised: December 16, 2020

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services
Greg Merwin, Chief Academic Officer, Education and Support Services

Date: February 17, 2021

Board Item: First Reading - Temporary Board Policy T6146.1, High School Graduation Requirements

HISTORY

A review of Board Policy 6146.1, *High School Graduation Requirements*, determined that aspects of the policy needed to be reviewed based on current circumstances as a result of the COVID-19 pandemic and the reopening of schools. The policy was adopted in 1999, was further revised in 2018, and most recently in 2020 to support students in meeting graduation requirements during the pandemic. District graduation requirements currently exceed those required for graduation by California Education Code § 51225.3. The requirements in place ensure that students explore multiple elective options while enrolled in high school. These opportunities allow students to specialize in certain areas that are of particular interest to them. The temporary policy language was intended to support more flexibility and opportunities for students to meet the requirements under the new health and safety conditions, tied to the impacts of the pandemic.

On July 15, 2020, Trustees approved temporary changes to Board Policy 6146.1, *High School Graduation Requirements*. These temporary changes were determined to be critical to provide students and the District with maximum flexibility.

BACKGROUND INFORMATION

The Temporary Board Policy T6146.1, *High School Graduation Requirements*, was developed to be in place for up to two years, to support increased flexibility for high school students. This policy was revised with temporary language by Trustees on July 15, 2020; in response to COVID-19, the policy language provided the District with maximum flexibility for reopening. At the August 5, 2020, Board meeting, per Trustee direction, staff developed a summary on high school student data, with the outcomes tied to the temporary changes applied to Board Policy T6146.1, *High School Graduation Requirements*. Trustees reviewed this report and the temporary policy on November 18, 2020, and accepted the minor technical revisions which included updating the table on page one, detailing exceptions in the body of the policy, removing 2020 references as well as replacing the term unit with credit throughout the policy. These technical revisions were approved at the January 20, 2021, Board meeting.

CURRENT CONSIDERATIONS

In response to Trustee direction at the January 20, 2021, Board meeting, Board Policy T6146.1 *High School Graduation Requirements*, has been updated for Trustee consideration. The draft language returns the policy to 220 credits required for high school graduation. Staff met with high school principals to gather their input on the draft language.

The following revisions are recommended in response to their input:

- Under the table on page 1 of the policy, the temporary asterisk language has been updated to reflect:
 - The classes of 2022, 2023 and 2024 will be required to complete 210 credits to graduate.
 - Elective credits are temporarily reduced from 65 to 50 for the class of 2021.
 - Elective credits are temporarily reduced from 65 to 55 for the classes of 2022 and 2023.
 - Elective credits are temporarily reduced from 65 to 60 for the class of 2024.
 - The class of 2025 and beyond will be required to complete 220 credits to graduate.

High school principals and staff recommend that the increase in graduation requirements be phased in so that current freshman, sophomores and juniors are not harmed with the increase in requirements. High school principals recommend that health continue to be waived for the class of 2024. This will allow the high schools the flexibility to let students retake courses they failed this year.

Staff recommends that the policy language regarding access to college courses remain in place to allow students to continue to harness access to Saddleback College courses, dual enrollment and articulated pathways. The language allows students to receive college credit as well as high school credit for qualifying courses. With this additional flexibility, student participation in Saddleback College classes this fall increased by over 36 percent as compared to the previous year.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

Following discussion, it is recommended the Board of Trustees approve temporary Board Policy T6146.1, *High School Graduation Requirements*.

PREPARED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

APPROVED BY: Greg Merwin, Chief Academic Officer, Education and Support Services

HIGH SCHOOL GRADUATION REQUIREMENTS

The state of California has established high school graduation requirements for all students. The state’s prescribed course of study for students in Grades 9-12 to receive a diploma is listed in the table below (Education Code 51225.3). The Board of Trustees of the District has adopted graduation requirements for all students which exceed the requirements of the State of California. (Note: 10 credits equal 1 full-year course, and 5 credits equal 1 semester course.)

	CA Minimum Requirements	CUSD Requirements	Serra Requirements
Subject	Credit	Credit	Credit
English	30	40	40
Mathematics	20 Algebra	30 with Algebra	30 with Algebra
Science	20	20	20
Social Studies	30	30	30
Visual or Performing Arts, World Language, or Career Technical Education	10	10	10
Health	N/A	5*	5*
Physical Education	20	20**	20**
Electives		65***	35
TOTAL	130	220****	190

*The Health requirement is waived for the classes of 2021 and 2024.

** Unless the student has been exempted pursuant to the provisions of the Education Code.

*** The Elective credit requirement ~~was is~~ temporarily reduced from 65 to 50 credits for the class of 2021. The Elective credit requirement is temporarily reduced from 65 to 55 for the classes of 2022 and 2023. For the class of 2024 the Elective credit requirement is 60 credits.

**** The total number of credits required to graduate ~~was is~~ temporarily reduced from 220 to: 205

- 200 credits for the class of 2021.
- 210 credits for the classes of 2022, 2023 and 2024.

~~The classes of 2021 and 2024 are required to have a minimum of 200 semester credits of work to graduate due to the fact the Health requirement was waived.~~

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

The Board authorizes the granting of a high school diploma to any student who has completed the prescribed course of study for any of the following schools: (1) traditional high school, and/or (2) continuation high school.

1. Requirements for Graduation/Traditional High School

General Conditions

- a. High school graduation is conditioned upon the successful completion of the required course of study totaling a minimum of 220**** semester credits of work.
- b. The Health requirement has been waived for the classes of 2021 and 2024.
- c. The classes of 2021 ~~and 2024 are~~is required to have a minimum of 200**** semester credits of work to graduate.
- b. ~~The class of 2024 is required to have a minimum of 210**** semester credits of work to graduate.~~
- e.d. To receive a high school diploma from the District, students must maintain a satisfactory program of continued education and attend a total of eight semesters in Grades 9-12, unless application for early graduation is filed one semester in advance.

A traditional high school program includes successful completion of the following credits:

- 40 of English
- 30 of Social Science, including:
 - 10 World History
 - 10 U.S. History
 - 5 American Government
 - 5 Economics
- 30 Mathematics (Includes Algebra I)
- 20 Science, including both biological and physical sciences
- 10 Fine Arts, World Language, or Career Technical Education
- 20 Physical Education
- 5 Health

Electives needed to complete a total of 220*** semester credits.

~~*** The Elective credit requirement was temporarily reduced from 65 to 50 credits~~

In an effort to provide students with maximum flexibility, comprehensive high school students may enroll into single courses offered through the District’s Cal Prep Academy. Each year, the comprehensive high school staff will work collaboratively with the Cal Prep staff to create the potential single course offerings based upon student need.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

The Superintendent or designee shall establish regulations under which the District may grant credits toward graduation for college courses and private instruction attended by District students.

The Superintendent or designee may grant physical education credit for independent study programs. Specifically, only individual sports with national competitive rankings are eligible for consideration under this provision. The Superintendent or designee shall establish regulations governing independent study physical education requirements.

The Superintendent or designee may grant physical education credit for participation in District interscholastic athletic programs when a student has been exempted from physical education classes because of this participation and when such participation entails a comparable amount of time and physical activity.

Students using interscholastic athletics participation to fulfill physical education requirements may be graded on this participation, provided that a teacher credentialed to teach physical education supervises this participation and assigns the grade.

2. Transfers

To participate in a graduation ceremony and receive a diploma from a District comprehensive high school, a student must be enrolled prior to the first day of the spring semester. These students must successfully complete 25 District credits. Students who transfer in the fall semester of their senior year must successfully complete 50 District credits.

a. The District shall exempt a student in foster care, a student who is a homeless child or youth, or a former juvenile court school student, who transfers between schools any time after the completion of the student's second year of high school from all coursework and other requirements adopted by the Board that go beyond the minimum statewide requirements specified in Education Code section 51225.3, unless the District makes a finding that the student is reasonably able to complete the District's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school. Additionally, children of military families may be eligible for specific waivers from the District's graduation requirements in accordance with Education Code 49701.

b. Reciprocity on Graduation Requirements

Students in Grades 9-12 transferring to this District from schools outside of California must meet District graduation requirements in order to receive a high

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

school diploma, subject to the exceptions set forth in Education Code sections 51225.1-51225.2.

- c. Transfer credits are accepted from accredited institutions only, subject to the exceptions set forth in Education Code sections 51225.1-51225.2.
- d. Courses from the transferring district which are designated as honors courses will not receive honors credit if there is not a corresponding District course of the same title with the same description, subject to the exceptions set forth in Education Code sections 51225.1-51225.2.
- e. Courses designated as Advanced Placement from accredited transferring districts will receive additional weighted credit, which will be computed using the following numerical value: A = 5, B = 4, C = 3, D = 1, and F = 0.

Students with special circumstances may request consideration of a fifth year of study to meet graduation requirements.

3. Requirements for Graduation/Continuation School

a. General Conditions

The Board shall grant a diploma of continuation high school graduation to any pupil upon completion of the prescribed course of study including satisfactory completion of a minimum of 190 semester credits of classroom instruction and supervised learning.

b. Basic Requirements

- (1) The specific subject requirements for a continuation high school diploma are identical to those required of the traditional high school. In addition to the specific subject requirements, electives are needed to complete a total of 190 semester credits.
Students wishing to receive a continuation high school diploma must successfully complete a minimum of five credits at the continuation high school. In the event of extenuating circumstances, the Superintendent or designee, may waive this requirement.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

4. Satisfactory High School Credit May Be Earned Through Avenues Outside of the District

a. Juvenile Court School

The District shall accept for credit any coursework satisfactorily completed by students while detained in a juvenile court school or county or state-operated detention institution. District students who successfully complete District graduation requirements while so detained shall receive a diploma from the school they last attended.

b. Instruction from Accredited Non District Institutions

Credit toward high school graduation for instruction from accredited non district institutions may be granted, provided that:

- (1) Credit earned at a different accredited institution while the student attends District schools in Grades 9-12 does not exceed 10 credits annually
- (2) Parent/guardian applies in writing for the credit.
- (3) The number of credits sought equals at least one semester's work.

c. College Courses

- (1) The individual may complete his/her high school education by attending an accredited college.
- (2) The District maintains a cooperative agreement with Saddleback College, the Concurrent College Studies Program. Under the auspices of the program, a student may enroll in Saddleback College courses. Courses under this program receive high school credit as well as college credit. Graduation requirements, with the exception of electives, may not be taken under this program.

Students may enroll in community college courses offered at other community colleges provided that they apply through their high school guidance office for approval. Approved courses will receive high school credit as well as college credit. Graduation requirements, with the exception of electives, may not be completed in this manner.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

- (3) College courses will be equated to high school credits on the following basis: each semester unit of college credit is equal to three and one-third high school credits.

5. High School Equivalency/California High School Proficiency Examination (CHSPE)

The Board desires that every student have the opportunity to earn a high school diploma through successful completion of class work and Board-approved competency tests.

The Board, however, recognizes that the California Legislature has provided two alternatives to the high school diploma: the General Educational Development Certificate for individuals 18 or older, and the California High School Competency.

Certificate for persons 16 or older or who have been in the tenth grade for a year or who are currently enrolled in the final semester of tenth grade. These certificates may be granted by the California Department of Education (CDE) to individuals who pass performance tests established by the Department.

The principal of each school maintaining tenth, eleventh, and/or twelfth grades shall distribute to each student in those grades an announcement explaining the California High School Proficiency Examination (CHSPE) as provided under Education Code 48412. When announcements from the CDE or its contractor are received, this information shall be distributed early enough to enable interested students to register for the test.

Any person 16 or older or who has been in the tenth grade for a year or who is currently enrolled in the final semester of tenth grade may apply to have his/her proficiency in basic skills verified by examination according to criteria established by the CDE.

Any person 18 or older may take the General Educational Development Test (GED) given by the CDE in order to receive the High School Equivalency Certificate.

6 Graduation Ceremonies

- a. The Board does not permit nor recognize any graduation ceremony for District students other than the ceremonies attached to graduation from high school (Grade 12); or continuation school (Grade 12).

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

- b. Students may participate in the graduation ceremony if:
 - (1) They qualify for a diploma by meeting all applicable graduation requirements,
or
 - (2) They qualify for a Certificate of Achievement by meeting all applicable graduation requirements.

Legal Reference:

EDUCATION CODE

37252 *Summer school instructional programs*

35160 *Authority of governing boards*

35160.1 *Broad authority of school districts*

35160.5 *Extracurricular and cocurricular activities, differential standards*

8645.5 *Course credit re juvenile court schools*

48400-48403 *Persons subject to compulsory continuation education*

48410 *Persons exempt from continuation classes*

48412 *Certificate of Proficiency; examination fees*

48413 *Enrollment in continuation classes*

48414 *Reenrollment in district*

48430 *Continuation education schools and classes*

48431.6 *Review and counseling of academic progress at age 16 or 10th grade*

48800-48803 *Attendance at community college; advanced education*

51220 *Areas of study; grades 7-12*

51224 *Skills and knowledge required for adult life*

51225.1 *Pupils in foster care; pupils who are homeless children or youth or former juvenile court school pupils; transfer between schools; exemption from local graduation requirements; reasonable ability to complete requirements within fifth year of high school; notice; complaint of noncompliance with requirements of section*

51225.2 *Pupils in foster care or who are homeless children or youth, or former juvenile court school pupils; acceptance of coursework completed at another school; application of credits; retaking a course; complaint of noncompliance with requirements of section*

51225.3 *Requirements for graduation*

51225.4 *Elementary school certification of sufficient preparation for high school*

51226 *Board review of curriculum every three years; model standards*

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

- 5124051246 Exemptions from requirements*
- 51242 Exemption from physical education for athletic program participants*
- 51243-51245 Credit for foreign language private school studies*
- 5126051269 Drug education*
- 5140051442 Diplomas and certificates*
- 51740 Authority to provide instruction by correspondence*
- 52508 Diplomas or certificates (adult school)*
- 52510 Requirements for eighth grade graduation (adult school)*
- 56000 Education of individuals with exceptional needs*
- 56341 Individualized education program team*
- 56345 Elements of the IEP*
- 60851 Successful completion of test for graduation*
- 60852 Deferment of examination requirement for certain students*
- 60853 Preparation of students for examination*

VEHICLE CODE

12507 Driver education

CODE OF REGULATIONS, TITLE 5

16001651 Graduation of pupils from Grade 12 and credit toward graduation

1630 Credit for college courses

1631 Credit for private instruction

1632 Credit for private school foreign language instruction

1633 Credit for correspondence instruction

1634 Credit to present or past member of the armed services

3069 Graduation

11520 Definitions

11521 Placement on pupil transcript

11522 Requirements for exemption from school attendance form

11523 Requirement to make examination announcements

11530 High School Equivalency Certificate

Policy

adopted: February 8, 1999

revised: June 12, 2000

revised: June 24, 2002

revised: August 19, 2002

revised: September 11, 2006

revised: April 21, 2008

revised: February 9, 2009

revised: May 18, 2016

revised: January 25, 2017

revised: May 24, 2017

revised: February 28, 2018

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

February 17, 2021

PRESENTATION AND RECEIPT OF THE DISTRICT AND COMMUNITY FACILITIES DISTRICTS ANNUAL FINANCIAL REPORTS FOR THE FISCAL YEAR ENDING JUNE 30, 2020

BACKGROUND INFORMATION

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 2019-2020 fiscal year District and CFDs Annual Financial Reports to the Board of Trustees. The Annual Financial Reports for the fiscal year ending June 30, 2020 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 2019-2020 fiscal year Annual Financial Reports contain 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

The audit resulted in a loss of funding of \$62,693 because certain students reported to the State as unduplicated were not eligible to generate supplemental Local Control Funding Formula funding.

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, 2020.

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, 2020.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
ORANGE COUNTY
AUDIT REPORT
For the Fiscal Year Ended
June 30, 2020**



CAPISTRANO UNIFIED SCHOOL DISTRICT
For the Fiscal Year Ended June 30, 2020
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CAPISTRANO UNIFIED SCHOOL DISTRICT

For the Fiscal Year Ended June 30, 2020

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Financial Section

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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Capistrano Unified School District
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, 2020, 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 *2019-20 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, 2020, 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.

Other Matters

Required Supplementary Information

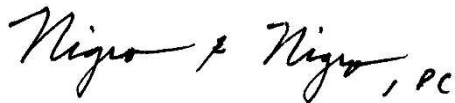
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of proportionate share of the net pension liability, schedule of pension contributions, schedule of changes in the District's total 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 74 to 77 and the schedule of expenditures of federal awards on page 78 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 73 and 79 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 January 6, 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
January 6, 2021

CAPISTRANO UNIFIED SCHOOL DISTRICT
Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2020

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, 2020. Please read it in conjunction with the District's financial statements, which immediately follow this section.

FINANCIAL HIGHLIGHTS

- The District's financial status decreased overall as a result of this year's operations. Net position of governmental activities decreased by \$30.7 million, or 8.9%.
- Governmental expenses were about \$558.6 million. Revenues were about \$527.8 million.
- The District acquired over \$31.8 million in new capital assets during the year.
- The District decreased its outstanding long-term debt other than pensions by \$13.7 million. This was primarily due to paying down bonds, the SERP, and a reduction of the OPEB liability.
- Grades K-12 average daily attendance (ADA) decreased by 661, or 1.5%.
- Governmental funds decreased by \$29.2 million, or 18.1%.
- Reserves for the General Fund decreased by \$239,815 or 0.5%. Revenues were \$519.8 million and expenditures were \$525.9 million.

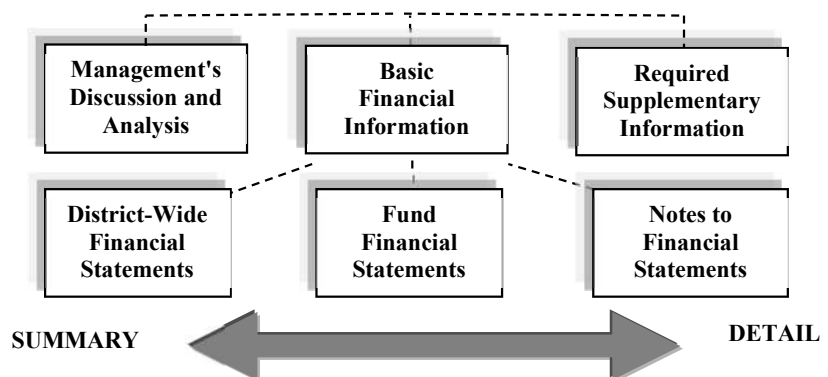
OVERVIEW OF THE FINANCIAL STATEMENTS

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 agent 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



CAPISTRANO UNIFIED SCHOOL DISTRICT
Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2020

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 long-term 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.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2020

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** – The District is the trustee, or fiduciary, for assets that belong to others, such as the student activities funds and CFD Debt Service. The District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes and by those to whom the assets belong. All of the District's fiduciary activities are reported in a separate Statement of Fiduciary Net Position. We exclude these activities from the District-wide financial statements because the District cannot use these assets to finance its operations.

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Net Position. The District's combined net position was lower on June 30, 2020, than it was the year before – decreasing 8.9% to \$313.7 million (See Table A-1).

Table A-1: Statement of Net Position

	Governmental Activities		
	2020	2019	Net Change
Assets			
Current assets	\$ 186,508,402	\$ 213,987,012	\$ (27,478,610)
Capital assets	791,379,320	780,141,476	11,237,844
Total assets	<u>977,887,722</u>	<u>994,128,488</u>	<u>(16,240,766)</u>
Deferred outflows of resources	<u>130,304,596</u>	<u>131,938,535</u>	<u>(1,633,939)</u>
Liabilities			
Current liabilities	28,746,071	31,016,463	(2,270,392)
Long-term liabilities	197,605,092	211,348,103	(13,743,011)
Net pension liability	500,334,962	508,751,769	(8,416,807)
Total liabilities	<u>726,686,125</u>	<u>751,116,335</u>	<u>(24,430,210)</u>
Deferred inflows of resources	<u>67,790,273</u>	<u>30,514,458</u>	<u>37,275,815</u>
Net position			
Net investment in capital assets	744,081,811	737,192,645	6,889,166
Restricted	67,661,970	78,102,497	(10,440,527)
Unrestricted	(498,027,861)	(470,858,912)	(27,168,949)
Total net position	<u>\$ 313,715,920</u>	<u>\$ 344,436,230</u>	<u>\$ (30,720,310)</u>

CAPISTRANO UNIFIED SCHOOL DISTRICT
Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2020

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE (continued)

Changes in net position, governmental activities. The District's total revenues increased 1.0% to \$527.8 million (See Table A-2). The increase is due primarily to increased operating grants and contributions.

The total cost of all programs and services increased 6.8% to \$558.6 million. The District's expenses are predominantly related to educating and caring for students, 85.1%. The purely administrative activities of the District accounted for just 4.8% of total costs. A significant contributor to the increase in costs was negotiated salary increases, step and column increases, and increased pension contributions.

Table A-2: Statement of Activities

	Governmental Activities		
	2020	2019	Net Change
Revenues			
Program Revenues:			
Charges for services	\$ 6,028,185	\$ 8,173,455	\$ (2,145,270)
Operating grants and contributions	68,465,399	55,370,891	13,094,508
General Revenues:			
Property taxes	370,192,741	368,299,820	1,892,921
Federal and state aid not restricted	69,833,953	71,953,562	(2,119,609)
Other general revenues	13,328,728	18,679,051	(5,350,323)
Total Revenues	<u>527,849,006</u>	<u>522,476,779</u>	<u>5,372,227</u>
Expenses			
Instruction-related	416,422,505	375,872,849	40,549,656
Pupil services	58,841,341	55,927,863	2,913,478
Administration	26,822,464	24,474,128	2,348,336
Plant services	44,462,858	48,228,094	(3,765,236)
All other activities	12,020,148	18,554,994	(6,534,846)
Total Expenses	<u>558,569,316</u>	<u>523,057,928</u>	<u>35,511,388</u>
Increase (decrease) in net position	<u>\$ (30,720,310)</u>	<u>\$ (581,149)</u>	<u>\$ (30,139,161)</u>
Total Net Position	<u>\$ 313,715,920</u>	<u>\$ 344,436,230</u>	

CAPISTRANO UNIFIED SCHOOL DISTRICT
Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2020

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 \$132.3 million, which is below last year's ending fund balance of \$161.5 million. The primary cause of the decreased fund balance is the expenditure of capital outlay funds.

Table A-3: The District's Fund Balances

Fund	Fund Balances				
	July 1, 2019	Revenues	Expenditures	Other Sources and (Uses)	June 30, 2020
General Fund	\$ 88,244,731	\$ 519,808,741	\$ 525,880,424	\$ -	\$ 82,173,048
Child Development Fund	789,773	5,438,985	5,750,287	-	478,471
Cafeteria Fund	3,855,184	9,606,148	11,861,097	-	1,600,235
Deferred Maintenance Fund	2,708,815	3,035,122	4,174,593	-	1,569,344
Special Reserve Fund (Postemployment Benefits)	82,615	1,565	-	-	84,180
Capital Facilities Fund	5,101,048	1,128,355	1,555,291	394,286	5,068,398
Special Reserve Fund (Capital Outlay)	39,887,001	3,480,209	16,690,389	-	26,676,821
Capital Projects Fund for Blended Component Units	15,946,090	2,244,452	8,447,138	-	9,743,404
Bond Interest and Redemption Fund	4,902,621	5,113,630	5,068,077	-	4,948,174
	<u>\$ 161,517,878</u>	<u>\$ 549,857,207</u>	<u>\$ 579,427,296</u>	<u>\$ 394,286</u>	<u>\$ 132,342,075</u>

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 \$9.15 million primarily to reflect federal and state budget actions.
- Salaries and benefits costs – increased \$8.57 million to reflect revised cost estimates.
- Other non-personnel expenses – decreased \$7.04 million to revise operational cost estimates.

While the District's final budget for the General Fund anticipated that expenditures would exceed revenues by about \$12.6 million, the actual results for the year show that expenditures exceeded revenues by roughly \$6.1 million. Actual revenues were \$4.0 million more than anticipated, and expenditures were \$2.5 million less than budgeted.

That amount consists primarily of capital outlay and restricted program dollars that were not spent as of June 30, 2020, that will be carried over into the 2020-21 budget, offset by STRS on-behalf contributions from the State that were not budgeted.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2020

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

By the end of 2019-20 the District had acquired \$31.8 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 \$20.6 million.

Table A-4: Capital Assets at Year End, Net of Depreciation

	Governmental Activities		
	2020	2019	Net Change
Land	\$ 320,638,330	\$ 319,938,330	\$ 700,000
Improvement of sites	14,799,237	16,575,387	(1,776,150)
Buildings	365,477,816	336,401,517	29,076,299
Equipment	10,949,975	10,386,581	563,394
Construction in progress	79,513,962	96,839,661	(17,325,699)
Total	\$ 791,379,320	\$ 780,141,476	\$ 11,237,844

Long-Term Debt

At year-end the District had \$197.6 million in long-term liabilities other than pensions— a decrease of 6.5% 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		
	2020	2019	Net Change
General obligation bonds	\$ 30,016,038	\$ 33,935,843	\$ (3,919,805)
Certificates of participation	27,129,407	28,931,113	(1,801,706)
Capital lease obligations	773,087	869,873	(96,786)
Compensated absences	4,352,134	3,820,432	531,702
Supplemental early retirement plan	9,715,646	12,954,194	(3,238,548)
Claims liability	15,335,373	14,508,474	826,899
Other postemployment benefits	110,283,407	116,328,174	(6,044,767)
Total	\$ 197,605,092	\$ 211,348,103	\$ (13,743,011)

Net pension liability decreased during the year by \$8.4 million.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2020

FACTORS BEARING ON THE DISTRICT'S FUTURE

The State Legislature passed a final budget package on June 26, 2020. The final budget package assumed that \$2 billion in federal funds would be forthcoming and took the Governor's approach in the May Revision to make other spending reductions contingent on other federal money. In addition, relative to the June 15 initial package, the final package made several changes, including increasing school deferrals by \$3.5 billion (assuming no federal money is forthcoming), increasing revenue assumptions by more than \$1 billion, and eliminating the plan to reinstate General Fund payment deferrals. The Governor signed the 2020-21 Budget Act and related budget legislation on June 29, 2020.

Proposition 98

Proposition 98 Establishes Minimum Funding Level for Schools and Community Colleges

This minimum funding requirement is commonly called the minimum guarantee. The state calculates the minimum guarantee by comparing three main formulas or "tests". Each test takes into account certain inputs, such as state General Fund revenue, per capita personal income, and K-12 student attendance. The state can choose to fund at the minimum guarantee or any level above it. It also can suspend the guarantee with a two-thirds vote of each house of the Legislature, allowing the state to provide less funding than the formulas require that year. The state meets the guarantee through a combination of state General Fund and local property tax revenue.

Minimum Funding Requirement Down Significantly in 2019-20 and 2020-21

Estimates of the minimum guarantee under the June 2020 budget plan have dropped significantly compared with June 2019 estimates. For 2019-20, the minimum requirement is down \$3.4 billion (4.2 percent). For 2020-21, the minimum requirement is down \$6.8 billion (8.7 percent) from the revised 2019-20 level and \$10.2 billion (12.5 percent) from the 2019-20 level estimated in June 2019. These drops mainly reflect reductions in state General Fund revenue. Test 1 remains operative in both years, with the drop in the General Fund portion of the guarantee equal to nearly 40 percent of the drop in revenues. The local property tax portion of the guarantee, by contrast, grows slowly from 2019-20 to 2020-21.

Budget Plan Implements Significant Payment Deferrals

In both 2019-20 and 2020-21, the budget plan reduces school and community college funding to the lower minimum requirement. It implements these reductions primarily by deferring \$12.5 billion in payments. (When the state defers payments from one fiscal year to the next, the state can reduce spending while allowing school districts to maintain programs by borrowing or using cash reserves.) Of the \$12.5 billion, \$11 billion applies to K-12 schools and \$1.5 billion applies to community colleges. Although the budget plan authorized the Department of Finance to rescind up to \$6.6 billion of the deferrals if the state received additional federal funding by October 15, 2020, Congress did not approve any additional funds prior to this deadline.

Makes a Few Other Spending Adjustments

In addition to the deferrals, the budget plan makes a few other adjustments to school and community college funding. Most notably, it does not provide the 2.31 percent statutory cost-of-living adjustment for school and community college programs in 2020-21. The budget plan also uses \$833 million in one-time funds to cover costs for the K-12 Local Control Funding Formula (LCFF) and community college apportionments in 2019-20 and 2020-21. These one-time funds consist of \$426 million in unspent prior-year funds and a \$407 million settle-up payment. In addition, the budget plan withdraws the entire \$377 million the state deposited into the Proposition 98 Reserve in the fall of 2019. (Formulas in the State Constitution govern Proposition 98 Reserve deposits and withdrawals.) Finally, the budget plan obtains \$240 million in savings (\$110 million in 2019-20 and \$130 million in 2020-21) from eliminating unallocated State Preschool slots.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2020

FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

Proposition 98 (continued)

Creates Supplemental Obligation to Increase Funding Beginning in 2021-22

This obligation has two parts. First, it requires the state to make temporary payments on top of the Proposition 98 guarantee beginning in 2021-22. Each payment will equal 1.5 percent of annual General Fund revenue. The state can allocate these payments for any school or community college purpose. Payments will continue until the state has paid \$12.4 billion—the amount of funding schools and community colleges could have received under Proposition 98 if state revenues had continued to grow. (Technically, the obligation equals the total difference between the Test 1 and Test 2 funding levels in 2019-20 and 2020-21.) Second, the obligation requires the state to increase the minimum share of General Fund revenue allocated to schools and community colleges from 38 percent to 40 percent on an ongoing basis. This increase is set to phase in over the 2022-23 and 2023-24 fiscal years.

K-12 Education

Proposition 98 Funding Decreases 12 Percent

The budget package includes \$62.5 billion in Proposition 98 funding for K-12 education in 2020-21—\$8.7 billion (12.2 percent) less than the 2019-20 Budget Act level.

Defers \$11 Billion in K-12 Payments, Allows Exemptions in Limited Circumstances

The state distributes funding for LCFF and special education following a monthly payment schedule established in law. The budget plan modifies this schedule in 2019-20 to defer \$1.9 billion in payments to the following fiscal year. In 2020-21, the budget plan maintains these deferrals and adopts \$9.1 billion in additional deferrals. Under the modified schedule, portions of the payments otherwise scheduled for the months of February through June will be paid over the July through November period. The total amount deferred equates to about 16 percent of all state and local funding schools receive for LCFF and special education, or 24 percent of the General Fund allocated for these programs. If a district or charter school can demonstrate it would be unable to meet its financial obligations because of the deferrals, and has exhausted all other sources of internal and external borrowing, it can apply for an exemption. The law allows the Department of Finance, State Controller, and State Treasurer to authorize up to \$300 million in deferral exemptions per month. If these exemption requests exceed the funding available, the earliest applications will be approved first.

Addresses Historically Low-Funded Special Education Regions

Most state special education funding is provided to Special Education Local Plan Areas (SELPA) based on total student attendance within the area. (Most SELPAs are regional collaborations of neighboring districts, county offices of education [COEs], and charter schools, though some consist of only a single large district.) Each SELPA receives a unique per-student rate linked to certain historical factors. In 2019-20, these per-student rates varied from \$557 to more than \$900. The budget provides \$545 million to bring low-funded SELPAs to a new rate of \$625 per student. This rate is roughly equivalent to the 93rd percentile of current rates.

Allocates \$6.4 Billion in One-Time Federal Funding

The budget package allocates \$6.4 billion in one-time federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding for K-12 education. The majority of funding (\$4.8 billion) is provided for learning loss mitigation. The budget also includes \$1.5 billion that can be used for a variety of activities and is distributed based on counts of low-income and disadvantaged children. The remaining funds are used to provide higher reimbursement rates for some school meals, create a competitive grant program for implementing the community schools model, and cover state costs of allocating and overseeing how CARES Act funds are spent.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2020

FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

K-12 Education (continued)

Funds Learning Loss Mitigation Activities

The budget package provides \$5.3 billion in one-time funding for activities mitigating learning loss due to coronavirus disease 2019 (COVID-19) school closures. This amount consists of \$4.4 billion from the federal Coronavirus Relief Fund, \$540 million Proposition 98 General Fund, and \$355 million from the federal Governor's Emergency Education Relief Fund. Allocations from the Coronavirus Relief Fund can be used to cover eligible costs incurred between March 1, 2020 and December 30, 2020, while the remainder of the funding covers costs incurred between March 13, 2020 and September 30, 2022. Allowable activities include expanding learning supports, increasing instructional time, offering additional academic services (such as diagnostic assessments and devices and connectivity for distance learning), and addressing other barriers to learning (such as mental health services, professional development for teachers and parents, and student meals). Of this funding, \$2.9 billion is to be allocated based on LCFF supplemental and concentration grants, \$1.5 billion based on the number of students with disabilities, and \$980 million based on total LCFF allocation.

Funds Schools Based on 2019-20 Attendance Levels, Allows Growth Under Certain Conditions

For funding purposes, the state ordinarily credits school districts with their average daily attendance in the current or prior year, whichever is higher. Charter schools and COEs are funded according to their attendance in the current year only. In 2020-21, however, the state will not collect average daily attendance data. Instead, districts, charter schools, and COEs will be funded according to their 2019-20 attendance levels unless they had previously budgeted for attendance growth. Any attendance growth for a district or charter school is limited to the lower of its (1) previously projected increase in enrollment or attendance, as documented in its budget, or (2) actual increase in enrollment from October 2019 to October 2020. (For this calculation, enrollment numbers are converted to an equivalent amount of average daily attendance by adjusting them for the statewide average absence rate.) The trailer legislation also allows a few other attendance-related adjustments. Most notably, if a charter school closes during the 2020-21 school year, the attendance it previously generated will be credited to its sponsoring school district.

Modifies Instructional Requirements to Allow for Distance Learning

The budget package suspends requirements for annual instructional minutes for 2020-21 to provide additional flexibility to schools and allows minimum instructional day requirements be met through a combination of in-person instruction and distance learning. The budget package also sets expectations for distance learning. Among other specified activities, distance learning must be substantially equivalent to in-person instruction; include daily live interaction between teachers and students; and provide appropriate supports to students with disabilities, English learners, and other student subgroups.

Includes Additional Fiscal Flexibility in a Few Areas

Budget trailer legislation includes several changes to provide more spending flexibility for school districts:

- For the purposes of calculating minimum routine maintenance deposits, excludes one-time funding for state pension payments on behalf of school districts, learning loss mitigation funds, and federal Elementary and Secondary School Emergency Relief funds. Typically, school districts receiving funding from the state's School Facility Program are required to establish a restricted account for routine maintenance of school facilities and deposit 3 percent of the district's annual expenditures.
- Allows for proceeds from the sale or lease of surplus property purchased entirely with local funds to be used for one-time general fund purposes through 2023-24.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2020

FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

K-12 Education (continued)

Includes Additional Fiscal Flexibility in a Few Areas (continued)

- For the purpose of spending restricted lottery revenues, permanently expands the definition of instructional materials to also include laptop computers and devices that provide internet access. Schools and community colleges receive about \$450 million in lottery revenues annually that must be spent on instructional materials.
- Allows the California Department of Education (CDE) to waive several programmatic requirements for the After School Education and Safety program.

Repurposes Prior Pension Payment to Reduce District Costs Over the Next Two Years

School district pension costs have been rising relatively quickly over the past several years. To help mitigate future cost increases, the 2019-20 budget plan included \$2.3 billion non-Proposition 98 General Fund to make a supplemental pension payment on behalf of schools and community colleges. Of this amount, \$1.6 billion was for the California State Teachers' Retirement System and \$660 million was for the California Public Employees' Retirement System. (Nearly all school employees are covered by one of these two pension systems.) At the time, the state estimated that the supplemental payment could reduce district pension costs by roughly 0.3 percent of annual pay over the next few decades. The 2020-21 budget plan repurposes this payment to reduce pension costs by a larger amount over the next two years. Specifically, districts will receive cost savings of approximately 2.2 percent of pay in 2020-21 and 2021-22, but will not experience savings over the following decades.

All of these factors were considered in preparing the Capistrano Unified School District budget for the 2020-21 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
Statement of Net Position
June 30, 2020

	Governmental Activities
ASSETS	
Deposits and investments	\$ 146,035,587
Accounts receivable	40,084,935
Prepaid expenses	19,175
Inventories	368,705
Capital assets:	
Non-depreciable capital assets	400,152,292
Depreciable capital assets	808,539,596
Less accumulated depreciation	<u>(417,312,568)</u>
Total assets	<u>977,887,722</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred amounts on refunding	537,815
Deferred outflows related to OPEB	1,684,604
Deferred outflows related to pensions	<u>128,082,177</u>
Total deferred outflows of resources	<u>130,304,596</u>
LIABILITIES	
Accounts payable	25,954,869
Unearned revenue	2,791,202
Long-term liabilities other than pensions:	
Portion due or payable within one year	10,154,319
Portion due or payable after one year	187,450,773
Net pension liability	<u>500,334,962</u>
Total liabilities	<u>726,686,125</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows related to OPEB	6,741,674
Deferred inflows related to pensions	<u>61,048,599</u>
Total deferred inflows of resources	<u>67,790,273</u>
NET POSITION	
Net investment in capital assets	744,081,811
Restricted for:	
Capital projects	40,291,412
Debt service	4,948,174
Self-insurance programs	10,526,490
Categorical programs	11,895,894
Unrestricted	<u>(498,027,861)</u>
Total net position	<u>\$ 313,715,920</u>

CAPISTRANO UNIFIED SCHOOL DISTRICT

Statement of Activities

For the Fiscal Year Ended June 30, 2020

Functions/Programs	Expenses	Program Revenues		Net Revenue (Expense) and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	
Governmental Activities:				
Instruction	\$ 361,343,753	\$ 207,869	\$ 47,068,154	\$ (314,067,730)
Instruction-Related Services:				
Supervision of instruction	14,976,877	61,602	3,842,324	(11,072,951)
Instructional library, media and technology	3,011,898	-	141,240	(2,870,658)
School site administration	37,089,977	45,190	603,390	(36,441,397)
Pupil Support Services:				
Home-to-school transportation	12,974,221	-	57,333	(12,916,888)
Food services	11,723,078	3,489,574	5,665,979	(2,567,525)
All other pupil services	34,144,042	34,604	4,832,683	(29,276,755)
General Administration Services:				
Data processing services	11,023,808	10,788	407,510	(10,605,510)
Other general administration	15,798,656	41,700	2,155,499	(13,601,457)
Plant services	44,462,858	1,173,112	1,459,644	(41,830,102)
Ancillary services	3,588,589	-	(103,865)	(3,692,454)
Community services	482	-	-	(482)
Interest on long-term debt	2,065,378	-	-	(2,065,378)
Other outgo	6,365,699	963,746	2,335,508	(3,066,445)
Total Governmental Activities	\$ 558,569,316	\$ 6,028,185	\$ 68,465,399	(484,075,732)
General Revenues:				
Property taxes				370,192,741
Federal and state aid not restricted to specific purpose				69,833,953
Interest and investment earnings				2,935,279
Interagency revenues				150,442
Miscellaneous				10,243,007
Subtotal general revenues				453,355,422
Change in net position				(30,720,310)
Net position - July 1, 2019				344,436,230
Net position - June 30, 2020				\$ 313,715,920

CAPISTRANO UNIFIED SCHOOL DISTRICT
Balance Sheet – Governmental Funds
June 30, 2020

	General Fund	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Total Governmental Funds
ASSETS				
Deposits and investments	\$ 69,428,813	\$ 28,139,021	\$ 22,900,453	\$ 120,468,287
Accounts receivable	37,903,322	49,373	1,635,173	39,587,868
Due from other funds	265,871	-	60,843	326,714
Stores inventories	88,421	-	280,284	368,705
Prepaid expenditures	19,175	-	-	19,175
Total Assets	<u>\$ 107,705,602</u>	<u>\$ 28,188,394</u>	<u>\$ 24,876,753</u>	<u>\$ 160,770,749</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 21,932,634	\$ 1,511,573	\$ 1,716,618	\$ 25,160,825
Due to other funds	206,493	-	270,154	476,647
Unearned revenue	1,739,903	-	1,051,299	2,791,202
Total Liabilities	<u>23,879,030</u>	<u>1,511,573</u>	<u>3,038,071</u>	<u>28,428,674</u>
Fund Balances				
Nonspendable	282,596	-	293,034	575,630
Restricted	9,817,188	25,030,701	21,545,648	56,393,537
Assigned	23,101,219	1,646,120	-	24,747,339
Unassigned	50,625,569	-	-	50,625,569
Total Fund Balances	<u>83,826,572</u>	<u>26,676,821</u>	<u>21,838,682</u>	<u>132,342,075</u>
Total Liabilities and Fund Balances	<u>\$ 107,705,602</u>	<u>\$ 28,188,394</u>	<u>\$ 24,876,753</u>	<u>\$ 160,770,749</u>

CAPISTRANO UNIFIED SCHOOL DISTRICT

*Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
June 30, 2020*

Total fund balances - governmental funds \$ 132,342,075

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:	1,208,691,888	
Accumulated depreciation:	<u>(417,312,568)</u>	
Net:		791,379,320

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: (441,607)

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: 537,815

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	30,016,038	
Certificates of participation payable	27,129,407	
Capital leases payable	773,087	
Compensated absences payable	4,352,134	
Supplemental early retirement plan	9,715,646	
Other postemployment benefits	<u>110,283,407</u>	
Total		(182,269,719)

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. (500,334,962)

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	1,684,604	
Deferred inflows of resources	<u>(6,741,674)</u>	
Total		(5,057,070)

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 outflows relating to pensions for the

Deferred outflows of resources	128,082,177	
Deferred inflows of resources	<u>(61,048,599)</u>	
Total		67,033,578

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: 10,526,490

Total net position - governmental activities \$ 313,715,920

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, 2020*

	General Fund	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Total Governmental Funds
REVENUES				
LCFF sources	\$ 417,961,436	\$ -	\$ -	\$ 417,961,436
Federal sources	16,372,126	-	5,664,515	22,036,641
Other state sources	76,133,499	-	3,803,392	79,936,891
Other local sources	12,378,367	3,480,209	14,063,663	29,922,239
Total Revenues	<u>522,845,428</u>	<u>3,480,209</u>	<u>23,531,570</u>	<u>549,857,207</u>
EXPENDITURES				
Current:				
Instruction	345,762,017	-	3,718,270	349,480,287
Instruction-Related Services:				
Supervision of instruction	14,174,610	-	819,641	14,994,251
Instructional library, media and technology	2,512,324	-	-	2,512,324
School site administration	36,193,118	-	611,748	36,804,866
Pupil Support Services:				
Home-to-school transportation	11,700,744	-	-	11,700,744
Food services	22,931	-	10,877,243	10,900,174
All other pupil services	33,304,900	-	293,355	33,598,255
Ancillary services	3,790,366	-	-	3,790,366
Community services	482	-	-	482
General Administration Services:				
Data processing services	10,516,786	-	-	10,516,786
Other general administration	14,806,737	-	654,498	15,461,235
Transfers of indirect costs	(469,597)	-	469,597	-
Plant services	43,810,937	-	60,000	43,870,937
Capital outlay	4,359,840	15,344,474	8,627,115	28,331,429
Intergovernmental transfers	8,143,079	1,345	1,482,345	9,626,769
Debt service:				
Principal	691,786	1,185,000	2,822,868	4,699,654
Interest	733,957	159,570	2,245,210	3,138,737
Total Expenditures	<u>530,055,017</u>	<u>16,690,389</u>	<u>32,681,890</u>	<u>579,427,296</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(7,209,589)</u>	<u>(13,210,180)</u>	<u>(9,150,320)</u>	<u>(29,570,089)</u>
OTHER FINANCING SOURCES (USES)				
All other financing sources	-	-	394,286	394,286
Total Other Financing Sources and Uses	<u>-</u>	<u>-</u>	<u>394,286</u>	<u>394,286</u>
Net Change in Fund Balances	(7,209,589)	(13,210,180)	(8,756,034)	(29,175,803)
Fund Balances, July 1, 2019	91,036,161	39,887,001	30,594,716	161,517,878
Fund Balances, June 30, 2020	<u>\$ 83,826,572</u>	<u>\$ 26,676,821</u>	<u>\$ 21,838,682</u>	<u>\$ 132,342,075</u>

CAPISTRANO UNIFIED SCHOOL DISTRICT

*Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities
For the Fiscal Year Ended June 30, 2020*

Total net change in fund balances - governmental funds \$ (29,175,803)

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:

	31,833,365	
Expenditures for capital outlay		
Depreciation expense	(20,595,521)	11,237,844

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: 4,699,654

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: (89,586)

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: 822,854

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: 295,789

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: (109,132)

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). (531,702)

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: 3,238,548

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 accrual-basis pension costs and actual employer contributions was: (23,315,852)

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-basis OPEB costs and actual employer contributions was: (1,042,740)

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. 3,249,816

Change in net position of governmental activities **\$ (30,720,310)**

The notes to financial statements are an integral part of this statement.

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CAPISTRANO UNIFIED SCHOOL DISTRICT
Statement of Net Position – Proprietary Fund
June 30, 2020

	Governmental Activities
	Internal Service Funds
	<hr/>
ASSETS	
Current Assets	
Deposits and investments	\$ 25,567,300
Accounts receivable	497,067
Due from other funds	<hr/> 150,396
Total Assets	<hr/> 26,214,763
LIABILITIES	
Current Liabilities	
Accrued liabilities	352,437
Due to other funds	<hr/> 463
Total current liabilities	352,900
Non-Current Liabilities	
Claims liability	<hr/> 15,335,373
Total Liabilities	<hr/> 15,688,273
NET POSITION	
Restricted	<hr/> <hr/> \$ 10,526,490

CAPISTRANO UNIFIED SCHOOL DISTRICT*Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Fund
For the Fiscal Year Ended June 30, 2020*

	Governmental Activities Internal Service Funds
OPERATING REVENUES	
Charges to other funds	\$ 68,509,753
All other fees and contracts	25,307
Other local revenues	<u>72</u>
Total operating revenues	<u>68,535,132</u>
OPERATING EXPENSES	
Salaries and benefits	536,200
Supplies and materials	5,190
Services and other operating expenses	<u>65,169,698</u>
Total operating expenses	<u>65,711,088</u>
Operating Income (Loss)	2,824,044
NON-OPERATING REVENUES	
Interest income	<u>425,772</u>
Change in net position	3,249,816
Net position, July 1, 2019	<u>7,276,674</u>
Net position, June 30, 2020	<u>\$ 10,526,490</u>

CAPISTRANO UNIFIED SCHOOL DISTRICT
Statement of Cash Flows – Proprietary Fund
For the Fiscal Year Ended June 30, 2020

	Governmental Activities <u>Internal Service Funds</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from assessments made to other funds	\$ 68,655,358
Cash received from all other sources	25,307
Cash payments for payroll, insurance and operating costs	<u>(65,232,395)</u>
Net cash provided (used) by operating activities	3,448,270
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest received	<u>440,789</u>
Net increase (decrease) in cash and cash equivalents	3,889,059
Cash, July 1, 2019	<u>21,678,241</u>
Cash, June 30, 2020	<u><u>\$ 25,567,300</u></u>
Reconciliation of operating income (loss) to net cash provided (used) by operating activities:	
Operating income (loss)	\$ 2,824,044
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:	
Changes in assets and liabilities:	
(Increase) decrease in accounts receivable	(2,732)
(Increase) decrease in due from other funds	148,265
Increase (decrease) in accounts payable	(50,917)
Increase (decrease) in due to other funds	(297,289)
Increase (decrease) in claims liability	<u>826,899</u>
Net cash provided (used) by operating activities	<u><u>\$ 3,448,270</u></u>

CAPISTRANO UNIFIED SCHOOL DISTRICT
Statement of Fiduciary Net Position
June 30, 2020

	Agency Funds		Totals
	Student Body Funds	Debt Service Fund for Blended Component Units	
Assets			
Deposits and investments	\$ 5,034,201	\$ 21,367,480	\$ 26,401,681
Accounts receivable	-	61	61
Total Assets	<u>\$ 5,034,201</u>	<u>\$ 21,367,541</u>	<u>\$ 26,401,742</u>
Liabilities			
Accounts payable	\$ 6,765	\$ -	\$ 6,765
Due to bondholders	-	21,367,541	21,367,541
Due to student groups	5,027,436	-	5,027,436
Total Liabilities	<u>\$ 5,034,201</u>	<u>\$ 21,367,541</u>	<u>\$ 26,401,742</u>

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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 double-counting 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.

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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.

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.).

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).

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 cost-reimbursement 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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

1. Basis of Presentation (continued)

Proprietary Funds (continued)

Self-Insurance Fund: Self-insurance funds are used to separate moneys received for self-insurance 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 agent capacity for others that cannot be used to support the District's own programs. The key distinction between trust and agency 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 funds:

Agency Funds: The District maintains a separate agency fund for each school that operates an Associated Student Body (ASB) Fund, whether it is organized or not.

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.

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

2. Measurement Focus, Basis of Accounting (continued)

The agency fund has no measurement focus and utilizes the accrual basis of accounting for reporting its assets and liabilities.

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 non-exchange 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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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 fund-type 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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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

Notes to Financial Statements

June 30, 2020

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 Pronouncement

In May 2020, the GASB issued Statement No. 95. The primary objective of this Statement is to provide relief to governments and other stakeholders in light of the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018, and later.

The effective dates of certain provisions contained in the following pronouncements are postponed by one year:

- Statement No. 83, *Certain Asset Retirement Obligations*
- Statement No. 84, *Fiduciary Activities*
- Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*
- Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*
- Statement No. 90, *Majority Equity Interests*
- Statement No. 91, *Conduit Debt Obligations*
- Statement No. 92, *Omnibus 2020*
- Statement No. 93, *Replacement of Interbank Offered Rates*
- Implementation Guide No. 2017-3, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (and Certain Issues Related to OPEB Plan Reporting)*
- Implementation Guide No. 2018-1, *Implementation Guidance Update-2018*
- Implementation Guide No. 2019-1, *Implementation Guidance Update-2019*
- Implementation Guide No. 2019-2, *Fiduciary Activities*

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

I. New GASB Pronouncement (continued)

The effective dates of the following pronouncements are postponed by 18 months:

- Statement No. 87, *Leases*
- Implementation Guide No. 2019-3, *Leases*

Earlier application of the provisions addressed in this Statement is encouraged and is permitted to the extent specified in *each* pronouncement as originally issued.

J. Future Accounting Pronouncements

GASB pronouncements which will be effective in future periods, are as follows:

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.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019.

2. 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.

3. 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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

J. Future Accounting Pronouncements (continued)

3. (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.

4. 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.

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

J. Future Accounting Pronouncements (continued)

5. 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.

This Statement also addresses arrangements – often characterized as leases – that are associated with conduit debt obligations. In those arrangements, capital assets are constructed or acquired with the proceeds of a conduit debt obligation and used by third-party obligors in the course of their activities.

Payments from third-party obligors are intended to cover and coincide with debt service payments. During those arrangements, issuers retain the titles to the capital assets. Those titles may or may not pass to the obligors at the end of the arrangements.

This Statement requires issuers to disclose general information about their conduit debt obligations, organized by type of commitment, including the aggregate outstanding principal amount of the issuers' conduit debt obligations and a description of each type of commitment. Issuers that recognize liabilities related to supporting the debt service of conduit debt obligations also should disclose information about the amount recognized and how the liabilities changed during the reporting period.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2021. Earlier application is encouraged.

6. 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

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

J. Future Accounting Pronouncements (continued)

6. (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.

7. 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.

Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*, as amended, requires a government to terminate hedge accounting when it renegotiates or amends a critical term of a hedging derivative instrument, such as the reference rate of a hedging derivative instrument's variable payment. In addition, in accordance with Statement No. 87, *Leases*, as amended, replacement of the rate on which variable payments depend in a lease contract would require a government to apply the provisions for lease modifications, including remeasurement of the lease liability or lease receivable.

The objective of this Statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. This Statement achieves that objective by:

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

J. Future Accounting Pronouncements (continued)

7. (continued)

- Providing exceptions for certain hedging derivative instruments to the hedge accounting termination provisions when an IBOR is replaced as the reference rate of the hedging derivative instrument's variable payment
- Clarifying the hedge accounting termination provisions when a hedged item is amended to replace the reference rate
- Clarifying that the uncertainty related to the continued availability of IBORs does not, by itself, affect the assessment of whether the occurrence of a hedged expected transaction is probable
- Removing LIBOR as an appropriate benchmark interest rate for the qualitative evaluation of the effectiveness of an interest rate swap
- Identifying a Secured Overnight Financing Rate and the Effective Federal Funds Rate as appropriate benchmark interest rates for the qualitative evaluation of the effectiveness of an interest rate swap
- Clarifying the definition of *reference rate*, as it is used in Statement 53, as amended

Providing an exception to the lease modifications guidance in Statement 87, as amended, for certain lease contracts that are amended solely to replace an IBOR as the rate upon which variable payments depend.

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.

8. 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. Some PPPs meet the definition of a service concession arrangement (SCA), which the Board defines in this Statement as a PPP in which (1) the operator collects and is compensated by fees from third parties; (2) the transferor determines or has the ability to modify or approve which services the operator is required to provide, to whom the operator is required to provide the services, and the prices or rates that can be charged for the services; and (3) the transferor is entitled to significant residual interest in the service utility of the underlying PPP asset at the end of the arrangement.

This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). As defined in this Statement, an APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

J. Future Accounting Pronouncements (continued)

8. (continued)

This Statement requires that PPPs that meet the definition of a lease apply the guidance in Statement No. 87, *Leases*, as amended, if existing assets of the transferor that are not required to be improved by the operator as part of the PPP arrangement are the only underlying PPP assets and the PPP does not meet the definition of an SCA.

This Statement also provides specific guidance in financial statements prepared using the economic resources measurement focus for a government that is an operator in a PPP that either (1) meets the definition of an SCA or (2) is not within the scope of Statement 87, as amended (as clarified in this Statement).

This Statement also requires a government to account for PPP and non-PPP components of a PPP as separate contracts.

This Statement also requires an amendment to a PPP to be considered a PPP modification, unless the operator's right to use the underlying PPP asset decreases, in which case it should be considered a partial or full PPP termination.

An APA that is related to designing, constructing, and financing a nonfinancial asset in which ownership of the asset transfers by the end of the contract should be accounted for by a government as a financed purchase of the underlying nonfinancial asset. This Statement requires a government that engaged in an APA that contains multiple components to recognize each component as a separate arrangement. An APA that is related to operating or maintaining a nonfinancial asset should be reported by a government as an outflow of resources in the period to which payments relate.

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, 2020 are classified in the accompanying financial statements as follows:

Governmental funds	\$ 120,468,287
Proprietary funds	<u>25,567,300</u>
Governmental Activities	146,035,587
Fiduciary funds	<u>26,401,681</u>
Total deposits and investments	<u><u>\$ 172,437,268</u></u>

Deposits and investments as of June 30, 2020 consist of the following:

Cash on hand and in banks	\$ 5,073,700
Cash in revolving fund	867,750
Investments	<u>166,495,818</u>
Total deposits and investments	<u><u>\$ 172,437,268</u></u>

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

NOTE 2 – DEPOSITS AND INVESTMENTS (continued)

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, 2020, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

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, 2020, \$5,228,310 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, 2020, consist of the following:

	Rating	Reported Amount	Maturity		Fair Value Measurement
			Less Than One Year	One Year Through Five Years	
Investment maturities:					
U.S. Bank First American Treasury Obligations	AA	\$ 32,714,898	\$ 32,714,898	\$ -	Level 2
County Pool	N/A	133,780,920	133,780,920	-	Uncategorized
Total Investments		<u>\$ 166,495,818</u>	<u>\$ 166,495,818</u>	<u>\$ -</u>	

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

NOTE 2 – DEPOSITS AND INVESTMENTS (continued)

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, 2020, 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, 2020, 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%

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Notes to Financial Statements
 June 30, 2020

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2020, consisted of the following:

	Governmental Activities					
	General Fund	Special Reserve Fund for Capital Outlay	Non-Major Governmental Funds	Total Governmental Funds	Self-Insurance Funds	Fiduciary Funds
Federal Government:						
Categorical aid programs	\$ 10,189,118	\$ -	\$ 445,707	\$ 10,634,825	\$ -	\$ -
State Government:						
LCFF Sources	16,110,338	-	-	16,110,338	-	-
Special Education	3,882,334	-	-	3,882,334	-	-
Lottery	2,363,196	-	-	2,363,196	-	-
Categorical aid programs	652,088	-	804,578	1,456,666	-	-
Local:						
Interest	174,330	26,012	17,624	217,966	27,393	61
Other local	4,531,918	23,361	367,264	4,922,543	469,674	-
Total	\$ 37,903,322	\$ 49,373	\$ 1,635,173	\$ 39,587,868	\$ 497,067	\$ 61

NOTE 4 – INTERFUND TRANSACTIONS

Balances Due To/From Other Funds

Balances due to/from other funds at June 30, 2020, consisted of the following:

	Due From Other Funds			Total
	General Fund	Non-Major Governmental Funds	Self-Insurance Fund	
General Fund	\$ -	\$ 60,843	\$ 145,650	\$ 206,493
Non-Major Governmental Funds	265,408	-	4,746	270,154
Self-Insurance Fund	463	-	-	463
Total	\$ 265,871	\$ 60,843	\$ 150,396	\$ 477,110

Due to General Fund from Child Development Fund for indirect costs	\$ 213,280
Due to General Fund from Child Development Fund for healthcare benefits	476
Due to General Fund from Child Development Fund for OPEB liabilities	2,002
Due to General Fund from Child Development Fund to recategorize due to other funds	3,671
Due to General Fund from Cafeteria Fund for fuel, labor, and indirect costs	37,997
Due to General Fund from Cafeteria Fund for healthcare benefits	821
Due to General Fund from Cafeteria Fund for OPEB liabilities	3,139
Due to General Fund from Cafeteria Fund to recategorize due to other funds	3,615
Due to General Fund from Capital Facilities Fund for miscellaneous costs	407
Due to General Fund from Self-Insurance Fund for OPEB liabilities	463
Due to Child Development Fund from General Fund for miscellaneous costs	41,421
Due to Cafeteria Fund from General Fund for outstanding lunch debt and catering	19,422
Due to Self-Insurance Fund from General Fund for workers' compensation benefits	64,960
Due to Self-Insurance Fund from General Fund for healthcare benefits	80,690
Due to Self-Insurance Fund from Child Development Fund for workers' compensation benefits	1,720
Due to Self-Insurance Fund from Cafeteria Fund for workers' compensation benefits	2,677
Due to Self-Insurance Fund from Capital Facilities Fund for workers' compensation benefits	349
Total	\$ 477,110

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

NOTE 5 – FUND BALANCES

At June 30, 2020, fund balances of the District’s governmental funds were classified as follows:

	General Fund	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Total
Nonspendable:				
Revolving cash	\$ 175,000	\$ -	\$ 12,750	\$ 187,750
Stores inventories	88,421	-	280,284	368,705
Prepaid expenditures	19,175	-	-	19,175
Total Nonspendable	<u>282,596</u>	<u>-</u>	<u>293,034</u>	<u>575,630</u>
Restricted:				
Categorical programs	9,817,188	-	478,471	10,295,659
Child nutrition program	-	-	1,307,201	1,307,201
Capital projects	-	25,030,701	14,811,802	39,842,503
Debt service	-	-	4,948,174	4,948,174
Total Restricted	<u>9,817,188</u>	<u>25,030,701</u>	<u>21,545,648</u>	<u>56,393,537</u>
Assigned:				
Unrestricted funds	14,180,535	-	-	14,180,535
Technology refresh	131,877	-	-	131,877
LCFF supplemental carryover	557,928	-	-	557,928
Library abatement carryover	158,596	-	-	158,596
Teacher development carryover	566,613	-	-	566,613
Site supply carrover	1,238,423	-	-	1,238,423
Ed division carryover	2,769,083	-	-	2,769,083
Gift carryover	1,844,640	-	-	1,844,640
Deferred maintenance program	1,569,344	-	-	1,569,344
Other assignments	84,180	1,646,120	-	1,730,300
Total Assigned	<u>23,101,219</u>	<u>1,646,120</u>	<u>-</u>	<u>24,747,339</u>
Unassigned:				
Reserve for economic uncertainties	10,500,000	-	-	10,500,000
Remaining unassigned balances	40,125,569	-	-	40,125,569
Total Unassigned	<u>50,625,569</u>	<u>-</u>	<u>-</u>	<u>50,625,569</u>
Total	<u>\$ 83,826,572</u>	<u>\$ 26,676,821</u>	<u>\$ 21,838,682</u>	<u>\$ 132,342,075</u>

CAPISTRANO UNIFIED SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2020

NOTE 6 – CAPITAL ASSETS AND DEPRECIATION

Capital asset activity for the year ended June 30, 2020, was as follows:

	Balance, July 1, 2019	Additions	Deletions	Balance, June 30, 2020
Governmental Activities:				
Capital assets not being depreciated				
Land	\$ 319,938,330	\$ 700,000	\$ -	\$ 320,638,330
Construction in progress	96,839,661	29,067,067	46,392,766	79,513,962
Total capital assets not being depreciated	<u>416,777,991</u>	<u>29,767,067</u>	<u>46,392,766</u>	<u>400,152,292</u>
Capital assets being depreciated				
Site improvements	41,985,466	340,130	-	42,325,596
Buildings	679,553,818	46,253,122	-	725,806,940
Furniture and equipment	38,541,248	1,865,812	-	40,407,060
Total capital assets being depreciated	<u>760,080,532</u>	<u>48,459,064</u>	<u>-</u>	<u>808,539,596</u>
Less accumulated depreciation:				
Site improvements	(25,410,079)	(2,116,280)	-	(27,526,359)
Buildings	(343,152,301)	(17,176,823)	-	(360,329,124)
Furniture and equipment	(28,154,667)	(1,302,418)	-	(29,457,085)
Total accumulated depreciation	<u>(396,717,047)</u>	<u>(20,595,521)</u>	<u>-</u>	<u>(417,312,568)</u>
Governmental Activities Capital Assets, net	<u>\$ 780,141,476</u>	<u>\$ 57,630,610</u>	<u>\$ 46,392,766</u>	<u>\$ 791,379,320</u>

Depreciation expense was charged to governmental activities as follows:

Governmental Activities:	
Instruction	\$ 19,256,812
Home-to-school transportation	514,888
Data processing	205,955
Plant services	617,866
Total	<u>\$ 20,595,521</u>

CAPISTRANO UNIFIED SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2020

NOTE 7 – LONG-TERM DEBT OTHER THAN PENSIONS

Changes in long-term debt for the fiscal year ended June 30, 2020, were as follows:

	Balance, July 1, 2019	Additions	Deductions	Balance, June 30, 2020	Amount Due Within One Year
General Obligation Bonds:					
Principal repayments	\$ 21,748,753	\$ -	\$ 2,822,868	\$ 18,925,885	\$ 2,912,489
Accreted interest component	10,245,666	843,456	1,666,310	9,422,812	1,757,511
Unamortized issuance premium	1,941,424	-	274,083	1,667,341	274,084
Total - Bonds	33,935,843	843,456	4,763,261	30,016,038	4,944,084
Certificates of Participation:					
Principal repayments- 2012 Certificates	7,635,000	-	1,185,000	6,450,000	1,205,000
Principal repayments- 2017 Certificates	21,155,000	-	595,000	20,560,000	645,000
Unamortized issuance premium	141,113	-	21,706	119,407	21,706
Total - Certificates of participation	28,931,113	-	1,801,706	27,129,407	1,871,706
Capital Lease Obligations	869,873	-	96,786	773,087	99,980
Compensated Absences	3,820,432	531,702	-	4,352,134	-
Supplemental Early Retirement Plan	12,954,194	-	3,238,548	9,715,646	3,238,549
Claims Liability	14,508,474	826,899	-	15,335,373	-
Other Postemployment Benefits	116,328,174	8,293,823	14,338,590	110,283,407	-
Totals	\$ 211,348,103	\$ 10,495,880	\$ 24,238,891	\$ 197,605,092	\$ 10,154,319

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, 2020, 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, 2020, deferred amounts on refunding were \$293,090.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2020

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, 2020.

Series	Issue Date	Maturity Date	Interest Rate	Original Issue	Balance, July 1, 2019	Issuances	Redemptions	Balance, June 30, 2020
1999, Series B	3/14/2001	8/1/2025	4.0% - 5.1%	\$ 29,999,930	\$ 6,368,753	\$ -	\$ 1,007,868	\$ 5,360,885
2012 Ref.	12/19/2012	8/1/2026	3.0% - 4.0%	27,455,000	15,380,000	-	1,815,000	13,565,000
					<u>\$ 21,748,753</u>	<u>\$ -</u>	<u>\$ 2,822,868</u>	<u>\$ 18,925,885</u>

The annual requirements to amortize general obligation bonds payable are as follows:

Fiscal Year	Principal	Interest	Total
2020-21	\$ 2,912,489	\$ 2,261,411	\$ 5,173,900
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
2025-27	3,322,895	2,338,705	5,661,600
Total	<u>\$ 18,925,885</u>	<u>\$ 13,767,432</u>	<u>\$ 32,693,317</u>

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, 2020, the principal balance outstanding on the 2012 Refunding Certificates of Participation was \$6,450,000.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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, 2020, the principal balance outstanding on the 2017 Certificates of Participation was \$20,560,000.

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, 2020, 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, 2020, deferred amounts on refunding were \$244,725.

The annual requirements to amortize all certificates are as follows:

Fiscal Year	Principal	Interest	Total
2020-21	\$ 1,850,000	\$ 860,249	\$ 2,710,249
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
2025-30	3,970,000	2,887,160	6,857,160
2030-35	3,920,000	2,253,154	6,173,154
2035-40	5,265,000	1,376,392	6,641,392
2040-44	4,135,000	272,455	4,407,455
Total	\$ 27,010,000	\$ 10,641,681	\$ 37,651,681

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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
2020-21	\$ 99,980	\$ 25,512	\$ 125,492
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
2025-27	239,086	11,898	250,984
	<u>\$ 773,087</u>	<u>\$ 105,357</u>	<u>\$ 878,444</u>

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, 2020, for these obligations are shown below.

Fiscal Year	Payment
2020-21	\$ 3,238,549
2021-22	3,238,549
2022-23	3,238,548
	<u>\$ 9,715,646</u>

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 \$198,153,863 as of June 30, 2020, 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, 2020

NOTE 7 – LONG-TERM DEBT OTHER THAN PENSIONS (continued)

F. Other Postemployment Benefits (OPEB) Liability

For the fiscal year ended June 30, 2020, 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	\$ 107,990,740	\$ 1,684,604	\$ 6,741,674	\$ 7,516,043
MPP Program	2,292,667	-	-	(194,825)
Total	\$ 110,283,407	\$ 1,684,604	\$ 6,741,674	\$ 7,321,218

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 Retirement	District Subsidy of 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

Notes to Financial Statements

June 30, 2020

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 Retirement	District Subsidy of 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 payment	144
Active employees	3,315
Total	3,459

CAPISTRANO UNIFIED SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2020

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 \$107,990,740 for the Plan was measured as of June 30, 2020 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% in the 2030/2031 fiscal year and beyond.
Retirees' share of benefit-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, 2020 is the 20-year municipal bond yield. As of June 30, 2019, a rate of 2.79% was used. As of June 30, 2020, a rate of 2.66% 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 2019-2020 fiscal year valuation.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2020

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 OPEB Liability
Balance at July 1, 2019	<u>\$ 113,840,682</u>
Changes for the year:	
Service cost	5,063,382
Interest	3,230,441
Differences between expected and actual experience	(3,742,045)
Changes of assumptions	(4,123,242)
Benefit payments	<u>(6,278,478)</u>
Net changes	<u>(5,849,942)</u>
Balance at June 30, 2020	<u><u>\$ 107,990,740</u></u>

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:

<u>Discount Rate</u>	<u>OPEB Liability</u>
1% decrease	\$ 115,255,067
Current discount rate	\$ 107,990,740
1% increase	\$ 100,979,142

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:

<u>Healthcare Cost Trend Rate</u>	<u>OPEB Liability</u>
1% decrease	\$ 97,102,167
Current trend rate	\$ 107,990,740
1% increase	\$ 120,608,501

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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, 2020, the District recognized OPEB expense of \$7,516,043. In addition, at June 30, 2020, 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	\$ -	\$ 3,207,467
Changes in assumptions	1,684,604	3,534,207
Total	\$ 1,684,604	\$ 6,741,674

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 7.0 years, 7.19 years for the 2018-19 measurement period, and 7.45 years for the 2017-18 measurement period.

Year Ended June 30:	Deferred Outflows of Resources	Deferred Inflows of Resources
2021	\$ 345,833	\$ 1,123,612
2022	345,833	1,123,612
2023	345,833	1,123,613
2024	345,833	1,123,612
2025	263,874	1,123,612
Thereafter	37,398	1,123,613
	\$ 1,684,604	\$ 6,741,674

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, 2018 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: <http://www.calstrs.com/actuarial-financial-and-investor-information>.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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 pays Medicare Part A premiums and Medicare Parts A and B late enrollment surcharges for eligible members of the DB 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. The MPP Program is closed to new entrants as members who retire on or after July 1, 2012, are not eligible for coverage under the MPP Program.

As of June 30, 2019, 5,744 retirees participated in the MPP Program. The number of retired members who will participate in the program in the future is unknown because 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 California Education Code section 25930, contributions that would otherwise be credited to the DB 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, 2020, the District reported a liability of \$2,292,667 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, 2019, was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2018 and rolling forward the total OPEB liability to June 30, 2019. 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		Change Increase/ (Decrease)
	Fiscal Year Ending June 30, 2020	Fiscal Year Ending June 30, 2019	
Measurement Date	June 30, 2019	June 30, 2018	
Proportion of the Net OPEB Liability	0.615652%	0.649867%	-0.034215%

For the year ended June 30, 2020, the District reported OPEB expense of \$(194,825).

Actuarial Assumptions and Other Inputs

The total OPEB liability in the June 30, 2018 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	June 30, 2019
Valuation Date	June 30, 2018
Experience Study	July 1, 2010, through June 30, 2015
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.00%
Healthcare Cost Trend Rates	3.70% for Medicare Part A, and 4.10% for Medicare Part B

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 (continued)

In addition, assumptions were made about future participation (enrollment) into the MPP Program because 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’ age increases. This estimated enrollment rate was then applied to the population of members who may meet criteria necessary for eligibility and are not currently enrolled in the MPP Program. Based on this, the estimated number of future enrollments used in the financial reporting valuation was 380, or an average of 0.23% of the potentially eligible population (165,422).

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-2016) 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, 2019, were to manage differences between estimated and actual amounts to be paid and were invested in the Surplus Money Investment Fund, which is a pooled investment program administered by the California State Treasurer.

The discount rate used to measure the total OPEB liability was 3.50%. The MPP Program is funded on a pay-as-you-go basis as previously noted, and under the pay-as-you-go method, the OPEB plan’s fiduciary net position was not projected to be sufficient to make projected future benefit payments. Therefore, a discount rate of 3.50%, which is the Bond Buyer’s 20-Bond GO Index from Bondbuyer.com as of June 30, 2019, was applied to all periods of projected benefit payments to measure the total OPEB liability. The discount rate decreased 0.37% from 3.87% as of June 30, 2018.

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 Liability
1% decrease	\$ 2,501,822
Current discount rate	\$ 2,292,667
1% increase	\$ 2,100,356

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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 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 Trend Rates	MPP OPEB Liability
1% decrease	\$ 2,089,145
Current trend rate	\$ 2,292,667
1% increase	\$ 2,525,907

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, 2020, 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 Pension Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
CalSTRS	\$ 359,759,487	\$ 95,192,468	\$ 56,264,743	\$ 48,862,230
CalPERS	140,575,475	32,889,709	4,783,856	31,215,255
Total	<u>\$ 500,334,962</u>	<u>\$ 128,082,177</u>	<u>\$ 61,048,599</u>	<u>\$ 80,077,485</u>

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

NOTE 8 – PENSION PLANS (continued)

A. California State Teachers’ Retirement System (CalSTRS) (continued)

Plan Description (continued)

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, 2018, 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: <http://www.calstrs.com/actuarial-financial-and-investor-information>.

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, 2020, are summarized as follows:

	STRP Defined Benefit Program	
	On or before December 31, 2012	On or after January 1, 2013
Hire Date	December 31, 2012	January 1, 2013
Benefit Formula	2% at 60	2% at 62
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	60	62
Monthly Benefits as a Percentage of Eligible Compensation	2.0%-2.4%	2.0%-2.4%
Required Member Contribution Rate	10.25%	10.205%
Required Employer Contribution Rate	17.10%	17.10%
Required State Contribution Rate	10.328%	10.328%

CAPISTRANO UNIFIED SCHOOL DISTRICT
Notes to Financial Statements
 June 30, 2020

NOTE 8 – PENSION PLANS (continued)

A. California State Teachers’ Retirement System (CalSTRS) (continued)

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 is allocated to reduce the employers’ share of the unfunded actuarial obligation of the DB Program.

The contribution rates for each program for the year ended June 30, 2020, are presented above, and the District's total contributions were \$37,910,218.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2020, 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:

District's proportionate share of net pension liability	\$	359,759,487
State's proportionate share of the net pension liability associated with the District		<u>196,272,818</u>
Total	\$	<u><u>556,032,305</u></u>

The net pension liability was measured as of June 30, 2019. 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:

	<u>Percentage Share of Risk Pool</u>		<u>Change Increase/ (Decrease)</u>
	<u>Fiscal Year Ending June 30, 2020</u>	<u>Fiscal Year Ending June 30, 2019</u>	
Measurement Date	<u>June 30, 2019</u>	<u>June 30, 2018</u>	
Proportion of the Net Pension Liability	0.398334%	0.413258%	-0.014924%

CAPISTRANO UNIFIED SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2020

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, 2020, the District recognized pension expense of \$48,862,230. In addition, the District recognized pension expense and revenue of \$5,369,953 for support provided by the State. At June 30, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 37,910,218	\$ -
Net change in proportionate share of net pension liability	10,043,801	31,440,557
Difference between projected and actual earnings on pension plan investments	828,535	14,686,581
Changes of assumptions	45,501,712	-
Differences between expected and actual experience	908,202	10,137,605
Total	<u>\$ 95,192,468</u>	<u>\$ 56,264,743</u>

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
2021	\$ 14,266,259	\$ 9,556,457
2022	14,266,259	19,176,228
2023	14,266,259	9,687,908
2024	12,969,775	6,724,301
2025	756,849	6,415,147
Thereafter	756,849	4,704,702
Total	<u>\$ 57,282,250</u>	<u>\$ 56,264,743</u>

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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, 2018 and rolling forward the total pension liability to June 30, 2019. In determining the total pension liability, the financial reporting actuarial valuation used the following actuarial methods and assumptions:

Valuation Date	June 30, 2018
Experience Study	July 1, 2010 through June 30, 2015
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.10%
Consumer Price of Inflation	2.75%
Wage Growth	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-2016) table issued by the Society of Actuaries.

The long-term investment rate of return on pension plan investments was determined using a building-block method in which best-estimate 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' general investment consultant (Pension Consulting Alliance) as inputs to the process. The actuarial investment rate of return assumption was adopted by the board in February 2017 in conjunction with the most recent experience study.

For each future valuation, CalSTRS' independent consulting actuary 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, 2019, are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return
Global Equity	47%	4.8%
Fixed Income	12%	1.3%
Real Estate	13%	3.6%
Private Equity	13%	6.3%
Risk Mitigating Strategies	9%	1.8%
Inflation Sensitive	4%	3.3%
Cash/Liquidity	2%	(0.4%)

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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%. 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 (7.10%) and assuming 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 Liability
1% decrease (6.10%)	\$ 535,711,655
Current discount rate (7.10%)	359,759,487
1% increase (8.10%)	213,861,631

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, for the 2018-19 fiscal year, 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 \$27,378,152.

B. California Public Employees Retirement System (CalPERS)

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, 2018 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

Notes to Financial Statements

June 30, 2020

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, 2020, are summarized as follows:

	Schools Pool (CalPERS)	
	On or before December 31, 2012	On or after January 1, 2013
Hire Date		
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	19.721%	19.721%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contribution rates are expressed as a percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2020 are presented above, and the total District contributions were \$13,481,461.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2020

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, 2020, the District reported net pension liabilities for its proportionate share of the CalPERS net pension liability totaling \$140,575,475. The net pension liability was measured as of June 30, 2019. 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:

	<u>Percentage Share of Risk Pool</u>		<u>Change Increase/ (Decrease)</u>
	<u>Fiscal Year Ending June 30, 2020</u>	<u>Fiscal Year Ending June 30, 2019</u>	
Measurement Date	<u>June 30, 2019</u>	<u>June 30, 2018</u>	
Proportion of the Net Pension Liability	0.482344%	0.483584%	-0.001240%

For the year ended June 30, 2020, the District recognized pension expense of \$31,215,255. At June 30, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$ 13,481,461	\$ -
Net change in proportionate share of net pension liability	848,421	1,823,416
Difference between projected and actual earnings on pension plan investments	1,656,576	2,960,440
Changes of assumptions	6,691,829	-
Differences between expected and actual experience	10,211,422	-
Total	<u>\$ 32,889,709</u>	<u>\$ 4,783,856</u>

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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
2021	\$ 12,772,325	\$ 841,701
2022	4,439,448	3,412,558
2023	1,662,396	456,256
2024	534,079	66,674
2025	-	6,667
Thereafter	-	-
Total	<u>\$ 19,408,248</u>	<u>\$ 4,783,856</u>

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, 2018 and rolling forward the total pension liability to June 30, 2019. The financial reporting actuarial valuation as of June 30, 2018 used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2018
Experience Study	1997-2015
Actuarial Cost Method	Entry age normal
Discount Rate	7.15%
Consumer Price of Inflation	2.50%
Wage Growth	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

Notes to Financial Statements

June 30, 2020

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 Allocation	Real Return Years 1-10	Real Return 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 Liability
1% decrease (6.15%)	\$ 202,630,304
Current discount rate (7.15%)	140,575,475
1% increase (8.15%)	89,096,708

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, 2020, the District reported payables of \$3,548,926 and \$756,258 for the outstanding amount of legally required contributions to the CalSTRS and CalPERS pension plans, respectively, for the fiscal year ended June 30, 2020.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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, 2020, the District had commitments with respect to unfinished capital projects of approximately \$23.9 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, 2020.

D. Impact of COVID-19

On March 13, 2020, a presidential emergency was declared due to the ongoing Coronavirus Disease 2019 (COVID-19) pandemic. The declaration made federal disaster assistance available through the Coronavirus Aid, Relief, and Economic Security (CARES) Act to the State of California to supplement the local recovery efforts by the K-12 education community. On that same date, Governor Newsom issued Executive Order N-26-20, guaranteeing continued State funding, holding LEAs harmless from several regulations, and providing guidelines for LEAs to operate under a “distance learning” environment.

In response, the District announced the closing of all schools in mid-March. With nearly all districts in California shut down to stem the spread of COVID-19, officials statewide hastily put in place plans to deliver “grab and go” meals with minimal contact between cafeteria staff, volunteers and families in need. In addition, the District worked to implement distance learning for all students for the remainder of the 2019-20 school year.

A companion bill to Executive Order N-26-20, Senate Bill 117 changed the method used by the District to calculate average daily attendance (ADA) for both the P-2 and Annual period apportionment to include all full school months from July 1, 2019 to February 29, 2020. As events unfold and changes are made on a daily basis, the future impacts of COVID-19 on the District's operations are not fully known at this time.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2020

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.

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, 2018 to June 30, 2020:

	Workers' Compensation	Property and Liability	Total
Liability Balance, July 1, 2018	\$ 12,539,253	\$ 941,499	\$ 13,480,752
Claims and changes in estimates	6,337,409	510,250	6,847,659
Claims payments	(5,251,024)	(568,913)	(5,819,937)
Liability Balance, June 30, 2019	13,625,638	882,836	14,508,474
Claims and changes in estimates	5,331,043	343,715	5,674,758
Claims payments	(4,463,866)	(383,993)	(4,847,859)
Liability Balance, June 30, 2020	<u>\$ 14,492,815</u>	<u>\$ 842,558</u>	<u>\$ 15,335,373</u>
Assets available to pay claims at June 30, 2020	<u>\$ 16,639,833</u>	<u>\$ 1,722,558</u>	<u>\$ 18,362,391</u>

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Required Supplementary Information

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CAPISTRANO UNIFIED SCHOOL DISTRICT
Budgetary Comparison Schedule – General Fund
For the Fiscal Year Ended June 30, 2020

	Budgeted Amounts		Actual (Budgetary Basis)	Variance with Final Budget - Pos (Neg)
	Original	Final		
Revenues				
LCFF Sources	\$ 418,561,665	\$ 414,952,049	\$ 414,961,436	\$ 9,387
Federal	19,047,873	18,494,607	16,372,126	(2,122,481)
Other State	63,588,994	72,162,021	76,133,499	3,971,478
Other Local	5,500,710	10,244,000	12,341,680	2,097,680
Total Revenues	506,699,242	515,852,677	519,808,741	3,956,064
Expenditures				
Current:				
Certificated Salaries	218,579,197	225,930,719	225,060,732	869,987
Classified Salaries	75,211,862	76,759,396	77,045,937	(286,541)
Employee Benefits	142,062,981	141,729,981	146,194,801	(4,464,820)
Books and Supplies	30,874,388	23,205,547	21,152,878	2,052,669
Services and Other Operating Expenditures	45,247,402	45,457,453	45,294,007	163,446
Transfers of indirect costs	(661,898)	(425,516)	(469,597)	44,081
Capital Outlay	350,000	5,884,444	2,032,844	3,851,600
Other Outgo	15,232,999	9,883,170	9,568,822	314,348
Total Expenditures	526,896,931	528,425,194	525,880,424	2,544,770
Excess (Deficiency) of Revenues Over (Under) Expenditures	(20,197,689)	(12,572,517)	(6,071,683)	6,500,834
Fund Balance, July 1, 2019	74,382,697	88,244,731	88,244,731	-
Fund Balance, June 30, 2020	<u>\$ 54,185,008</u>	<u>\$ 75,672,214</u>	82,173,048	<u>\$ 6,500,834</u>
Other Fund Balances included in the Statement of Revenues, Expenditures and Changes in Fund Balances:				
			Deferred Maintenance Fund	1,569,344
			Special Reserve Fund for Postemployment Benefits	84,180
Total reported General Fund balance on the Statement of Revenues, Expenditures and Changes in Fund Balances:			<u>\$ 83,826,572</u>	

See accompanying notes to required supplementary information.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Schedule of Proportionate Share of the Net Pension Liability
For the Fiscal Year Ended June 30, 2020

*Last Ten Fiscal Years**

	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14
CalSTRS						
District's proportion of the net pension liability	0.3983%	0.4133%	0.4079%	0.4388%	0.4440%	0.4240%
District's proportionate share of the net pension liability	\$ 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 pension liability associated with the District	196,272,818	217,460,679	223,162,780	202,163,405	158,162,077	149,493,785
Totals	\$ 556,032,305	\$ 597,273,631	\$ 600,387,199	\$ 557,230,995	\$ 457,208,328	\$ 397,061,846
District's covered-employee payroll	\$ 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	168.06%	172.70%	174.97%	162.47%	147.17%	130.26%
Plan fiduciary net position as a percentage of the total pension liability	73%	71%	69%	70%	74%	77%
CalPERS						
District's proportion of the net pension liability	0.4823%	0.4836%	0.4832%	0.5021%	0.4863%	0.4712%
District's proportionate share of the net pension liability	\$ 140,575,475	\$ 128,938,817	\$ 115,359,933	\$ 99,165,061	\$ 71,675,424	\$ 53,496,722
District's covered-employee payroll	\$ 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	214.03%	198.11%	188.07%	166.67%	134.23%	108.24%
Plan fiduciary net position as a percentage of the total pension liability	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 supplementary information.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Schedule of Pension Contributions
For the Fiscal Year Ended June 30, 2020

*Last Ten Fiscal Years**

	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15
CalSTRS						
Contractually required contribution	\$ 37,910,218	\$ 34,850,729	\$ 31,735,847	\$ 27,121,941	\$ 23,450,408	\$ 18,044,051
Contributions in relation to the contractually required contribution	37,910,218	34,850,729	31,735,847	27,121,941	23,450,408	18,044,051
Contribution deficiency (excess):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District's covered-employee payroll	\$ 221,697,179	\$ 214,070,817	\$ 219,929,640	\$ 215,595,715	\$ 218,549,935	\$ 203,198,773
Contributions as a percentage of covered-employee payroll	17.10%	16.28%	14.43%	12.58%	10.73%	8.88%
CalPERS						
Contractually required contribution	\$ 13,481,461	\$ 11,862,901	\$ 10,108,045	\$ 8,518,639	\$ 7,048,597	\$ 6,285,254
Contributions in relation to the contractually required contribution	13,481,461	11,862,901	10,108,045	8,518,639	7,048,597	6,285,254
Contribution deficiency (excess):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District's covered-employee payroll	\$ 68,360,940	\$ 65,678,780	\$ 65,083,027	\$ 61,338,126	\$ 59,496,894	\$ 53,396,092
Contributions as a percentage of covered-employee payroll	19.721%	18.062%	15.531%	13.888%	11.847%	11.771%

* 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 Changes in the District's Total OPEB Liability and Related Ratios
For the Fiscal Year Ended June 30, 2020

Last 10 Fiscal Years*

	2019-20	2018-19	2017-18
Total OPEB liability			
Service cost	\$ 5,063,382	\$ 5,093,384	\$ 5,473,982
Interest	3,230,441	3,342,294	3,366,886
Differences between expected and actual experience	(3,742,045)	-	-
Changes in assumptions	(4,123,242)	1,415,125	1,110,160
Benefit payments	(6,278,478)	(6,103,698)	(3,873,541)
Net change in total OPEB liability	(5,849,942)	3,747,105	6,077,487
Total OPEB liability - beginning	113,840,682	110,093,577	104,016,090
Total OPEB liability - ending	\$ 107,990,740	\$ 113,840,682	\$ 110,093,577
Covered-employee payroll	\$ 240,175,084	\$ 207,699,203	\$ 232,033,828
Total OPEB liability as a percentage of covered-employee payroll	44.96%	54.81%	47.45%

Notes to Schedule:

The discount rate as of the end of the 2019-20 fiscal year changed from 2.79% to 2.66% based on the change in 20-year municipal bond yields.

** 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 supplementary information.

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, 2020*

	Last 10 Fiscal Years*		
	2018-19	2017-18	2016-17
District's proportion of net OPEB liability	0.6157%	0.6499%	0.6492%
District's proportionate share of net OPEB liability	\$ 2,292,667	\$ 2,487,492	\$ 2,731,268
Covered-employee payroll	N/A	N/A	N/A
District's net OPEB liability as a percentage of covered-employee payroll	N/A	N/A	N/A
Plan fiduciary net position as a percentage of the total OPEB liability	-0.81%	0.40%	0.01%

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.*

See accompanying notes to required supplementary information.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Notes to the Required Supplementary Information
For the Fiscal Year Ended June 30, 2020

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 also deferred based on the average working life.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Notes to the Required Supplementary Information
For the Fiscal Year Ended June 30, 2020

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 3.87 percent to 3.50 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, 2020

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
Jim Reardon	President	2020
Martha McNicholas	Vice President	2022
Gila Jones	Clerk	2022
Judy Bullockus	Member	2022
Krista Castellanos	Member	2020
Amy Hanacek	Member	2020
Patricia Holloway	Member	2020

DISTRICT ADMINISTRATORS

Kirsten M. Vital,
Superintendent

Clark Hampton,
Deputy Superintendent, Business and Support Services

Tim Brooks,
Associate Superintendent, Human Resource Services

Dr. Susan Holliday,
Associate Superintendent, Education Services

Dr. Gregory Merwin,
Associate Superintendent, Student Support Services

Donald Mahoney,
Assistant Superintendent, SELPA, Special Education Services

Brad Shearer,
Assistant Superintendent, Curriculum & Instruction (Preschool – Grade 5)

Joshua Hill,
Assistant Superintendent, Curriculum & Instruction (Grades 6-12, K-8, Alternative Education)

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 Average Daily Attendance
For the Fiscal Year Ended June 30, 2020

	Second Period Report <u>Certificate No.</u> <u>(11BF24D3)</u>	Annual Report <u>Certificate No.</u> <u>(60A68E38)</u>
Regular ADA & Extended Year:		
Grades TK-3	12,252.66	12,252.66
Grades 4-6	9,706.45	9,706.45
Grades 7-8	7,197.88	7,197.88
Grades 9-12	15,252.22	15,252.22
	<u>44,409.21</u>	<u>44,409.21</u>
Special Education, Nonpublic, Nonsectarian Schools:		
Grades TK-3	2.38	2.38
Grades 4-6	14.60	14.60
Grades 7-8	18.86	18.86
Grades 9-12	55.38	55.38
	<u>91.22</u>	<u>91.22</u>
Community Day School ADA:		
Grades 9-12	3.99	3.92
	<u>44,504.42</u>	<u>44,504.35</u>
Attendance Supplement:		
Fallbrook Union High School District students in grades 9-12 attending Capistrano USD	<u>99.66</u>	<u>99.66</u>

CAPISTRANO UNIFIED SCHOOL DISTRICT
Schedule of Instructional Time
For the Fiscal Year Ended June 30, 2020

<u>Grade Level</u>	<u>Requirement</u>	<u>2019-20 Offered Minutes</u>	<u>Number of Days Traditional Calendar</u>	<u>Status</u>
Kindergarten	36,000	48,845	180	Complied
Grade 1	50,400	51,010	180	Complied
Grade 2	50,400	51,010	180	Complied
Grade 3	50,400	51,010	180	Complied
Grade 4	54,000	54,104	180	Complied
Grade 5	54,000	54,104	180	Complied
Grade 6	54,000	55,350	180	Complied
Grade 7	54,000	55,350	180	Complied
Grade 8	54,000	55,350	180	Complied
Grade 9	64,800	64,866	180	Complied
Grade 10	64,800	64,866	180	Complied
Grade 11	64,800	64,866	180	Complied
Grade 12	64,800	64,866	180	Complied

CAPISTRANO UNIFIED SCHOOL DISTRICT
Schedule of Financial Trends and Analysis
For the Fiscal Year Ended June 30, 2020

General Fund	(Budget) 2021 ²	2020 ³	2019	2018
Revenues and other financing sources	\$ 511,490,717	\$ 519,808,741	\$ 535,642,790	\$ 489,117,691
Expenditures and other financing uses	535,582,897	525,880,424	515,149,410	496,107,195
Change in fund balance (deficit)	(24,092,180)	(6,071,683)	20,493,380	(6,989,504)
Ending fund balance	<u>\$ 58,080,868</u>	<u>\$ 82,173,048</u>	<u>\$ 88,244,731</u>	<u>\$ 67,751,351</u>
Available reserves ¹	<u>\$ 54,400,596</u>	<u>\$ 50,625,569</u>	<u>\$ 50,865,384</u>	<u>\$ 39,800,131</u>
Available reserves as a percentage of total outgo	<u>10.2%</u>	<u>9.6%</u>	<u>9.9%</u>	<u>8.0%</u>
Total long-term debt	<u>\$ 691,428,002</u>	<u>\$ 697,940,054</u>	<u>\$ 720,099,872</u>	<u>\$ 707,272,976</u>
Average daily attendance at P-2	<u>N/A</u>	<u>44,504</u>	<u>45,165</u>	<u>45,853</u>

The General Fund balance has increased by \$14.4 million over the past two years. The fiscal year 2020-21 adopted budget projects a decrease of \$24.1 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 two of the past three years, and anticipates incurring an operating deficit during the 2020-21 fiscal year. Long-term debt has decreased by \$9.3 million over the past two years.

Average daily attendance has decreased by 1,349 over the past two years. No ADA will be reported in 2020-21.

¹ Available reserves consist of all unassigned fund balances in the General Fund.

² Revised budget September, 2020.

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, 2020*

	Special Reserve Fund for Capital Outlay Projects	Capital Project Fund Blended for Component Units*
June 30, 2020, annual financial and budget report (SACS) fund balance	\$ 25,478,610	\$ -
Adjustments and reclassifications:		
Increasing (decreasing) the fund balance:		
Investments	1,198,211	10,149,206
Accounts receivable	-	43
Accounts payable	-	(405,845)
Net adjustments and reclassifications	<u>1,198,211</u>	<u>9,743,404</u>
June 30, 2020, audited financial statement fund balance	<u>\$ 26,676,821</u>	<u>\$ 9,743,404</u>

*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 Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2020

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Cluster Expenditures	Federal Expenditures
Federal Programs:				
U.S. Department of Agriculture:				
Passed through California Dept. of Education (CDE):				
School Breakfast Program - Basic	10.553	13525	\$ 127,934	
School Breakfast Program - Especially Needy	10.553	13526	965,515	
National School Lunch Program	10.555	13523	2,908,910	
Summer Feeding Option Program	10.555	13523	978,729	
USDA Donated Foods	10.555	N/A	683,427	
Total Child Nutrition Cluster				\$ 5,664,515
Passed through Orange County Office of Education:				
Forest Reserve Funds	10.665	10044		1,588
Total U.S. Department of Agriculture				5,666,103
U.S. Department of Education:				
Indian Education	84.060	N/A		24,990
Passed through California Dept. of Education (CDE):				
Every Student Succeeds Act (ESSA):				
Title I Grants to Local Educational Agencies Cluster:				
Title I, Part A, Basic Grants, Low-Income and Neglected	84.010	14329	4,197,833	
ESSA: ESSA School Improvement Funding for LEAs	84.010	15438	148,239	
Total Title I Cluster				4,346,072
Title II, Part A, Supporting Effective Instruction	84.367	14341		785,092
Title III, Limited English Proficiency	84.365	14346		733,698
Title IV, Part A, Student Support and Academic Enrichment Grants	84.424	15396		288,103
Early Intervention Grants	84.181	23761		51,074
Carl D. Perkins Career and Technical Education: Adult, Sec. 132	84.048	14893		277,690
Department of Rehabilitation: Workability II, Transition Partnership	84.126	10006		681,086
Individuals with Disabilities Education Act (IDEA):				
Basic Local Assistance Entitlement	84.027	13379	8,049,586	
Local Assistance, Part B, Sec 611, Private School ISPs	84.027	10119	262,591	
Preschool Grants, Part B, Section 619 (Age 3-4-5)	84.173	13430	203,830	
Preschool Capacity Building	84.027A	13839	130,623	
Mental Health Allocation Plan, Part B, Sec 611	84.027A	15197	533,655	
Preschool Staff Development, Part B, Sec 619	84.173A	13431	2,448	
Total Special Education (IDEA) Cluster				9,182,733
Total U.S. Department of Education				16,370,538
Total Expenditures of Federal Awards				\$ 22,036,641

Of the federal expenditures presented in the schedule, the District provided no awards to recipients.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Schedule of Charter Schools
For the Fiscal Year Ended June 30, 2020

Charter School		Inclusion in Financial
Name	Number	Statements
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

* School started August 1, 2020

CAPISTRANO UNIFIED SCHOOL DISTRICT

Note to the Supplementary Information

June 30, 2020

NOTE 1 – PURPOSE OF SCHEDULES

Schedule of Average Daily Attendance (ADA)

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

Schedule of Instructional Time

The District has participated in the Incentives for Longer Instructional Day and Longer Instructional Year. This schedule presents information on the amount of instructional time 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*. The instructional time presented in this schedule includes the days that the District was closed due to the COVID-19 pandemic.

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 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.

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.

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, 2020, 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 January 6, 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.

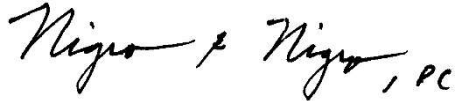
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not 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.

Handwritten signature in cursive script that reads "Nigro & Nigro, PC".

Murrieta, California
January 6, 2021



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
Capistrano Unified School District
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, 2020.

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).

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, 2020.

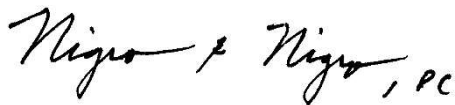
Report on Internal Control Over Compliance

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
January 6, 2021



INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Trustees
Capistrano Unified School District
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 2019-20 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, 2020.

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 2019-20 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:

Table with 2 columns: Description, Procedures Performed. Rows include: Local Education Agencies Other Than Charter Schools: Attendance (Yes), Teacher Certification and Misassignments (Yes), Kindergarten Continuance (Yes), Independent Study (Yes), Continuation Education (Yes), Instructional Time (Yes), Instructional Materials (Yes), Ratio of Administrative Employees to Teachers (Yes).

Description	Procedures Performed
Classroom Teacher Salaries	Yes
Early Retirement Incentive	Not Applicable
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Yes
Transportation Maintenance of Effort	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:	
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study - Course Based	Not Applicable
Charter Schools:	
Attendance	Not Applicable
Mode of Instruction	Not Applicable
Nonclassroom-Based Instruction/Independent Study	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes – Classroom Based	Not Applicable
Charter School Facility Grant Program	Not Applicable

Unmodified Opinion on Compliance with State Programs

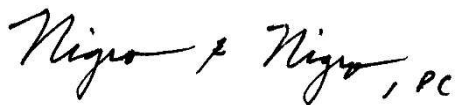
In our opinion, Capistrano Unified School District complied, in all material respects, with the types of compliance requirements referred to above for the year ended June 30, 2020.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance with the compliance requirements referred to previously, which are required to be reported in accordance with the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, and which are described in the accompanying schedule of findings and questioned costs as Finding 2020-001. Our opinion on each state program is not modified with respect to these matters.

District's Response to Finding

Capistrano Unified School District's response to the compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Capistrano Unified School District's response was not subjected to the auditing procedures in the audit of compliance and, accordingly, we express no opinion on the response.



Murrieta, California
January 6, 2021

Findings and Questioned Costs

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CAPISTRANO UNIFIED SCHOOL DISTRICT
Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2020

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(s) identified not considered to be material weaknesses?	<u>None reported</u>
Noncompliance material to financial statements noted?	<u>No</u>

Federal Awards

Internal control over major programs:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(s) identified not considered to be material weaknesses?	<u>None reported</u>
Type of auditors' report issued on compliance for major programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance Sec. 200.516	<u>No</u>

Identification of major programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
<u>84.010</u>	<u>Title I Grants to LEAs Cluster</u>
<u>84.367</u>	<u>Title II, Part A, Supporting Effective Instruction</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 750,000</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

State Awards

Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>
---	-------------------

CAPISTRANO UNIFIED SCHOOL DISTRICT
Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2020

SECTION II - FINANCIAL STATEMENT FINDINGS

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
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Programs
43000	Apprenticeship: Related and Supplemental Instruction
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 2019-20.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2020

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

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 2019-20.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2020

SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS

This section identifies the audit findings pertaining to noncompliance with state program rules and regulations.

Finding 2020-001: CALPADS Unduplicated Pupil Counts (40000)

Criteria: 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 (EC 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.

Condition: 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 meals did not qualify for that status for the 2019-20 fiscal year. This is due to the fact that the District applied the local "grace period" to the CALPADS reporting and as a result, some students in the CALPADS system were reported based on 2018-19 application data instead of 2019-20 application data.

Context: We noted errors in nine of the fourteen schools we tested, for a total of 14 exceptions out of a sample size of 60. We extrapolated the test results to arrive at a total error of 117.

Cause: We recognize that the District makes every attempt to comply with regulation; however, numerous regulatory changes occurred in the current year and the final regulations were not released until after the CALPADS deadline, which contributed to this issue.

Effect: The error results in a loss of funding of \$62,693. A summary of the errors is as follows:

Program/Site:	Adjusted based on		Adjusted Total
	CALPADS	eligibility for: FRPM	
Arroya Vista Elementary	83	(6)	77
Arroyo Vista Middle	41	(3)	38
California Preparatory Academy	13	(1)	12
Capistrano Valley High	622	(46)	576
Carl Hankey Elementary	158	(12)	146
Chaparral Elementary	103	(8)	95
John Malcom Elementary	107	(8)	99
Moulton Elementary	142	(11)	131
Tesoro High	286	(22)	264
Aggregate remaining sites	11,480	-	11,480
District-wide	13,035	(117)	12,918

Total enrollment of 46,510 was not adjusted based on the results of our procedures.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2020

SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS (continued)

Finding 2020-001: CALPADS Unduplicated Pupil Counts (40000) (continued)

Recommendation: We recommend that the District work with the Child Nutrition Services department to update the CALPADS system once all applications are received. Although there is a grace period recognized at a local level, the District should update CALPADS retroactively to reflect the current year application information in the reporting software. We also recommend that procedures are established to ensure that the student information system which is used for CALPADS reporting, is updated to reflect the changes made in the Child Nutrition Services internal system prior to the submission of the CALPADS report.

Views of Responsible Officials: Staff will be meeting with T.I.S. and Food Services in January to ascertain what refinements need to be made to make sure that Aeries data matches that of Food Services data.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Summary Schedule of Prior Audit Findings
For the Fiscal Year Ended June 30, 2020

There were no audit findings or questioned costs in 2018-19.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICTS
FINANCIAL AND PERFORMANCE
AUDIT REPORT**

**For the Fiscal Year Ended
June 30, 2020**



**CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES
DISTRICTS**

For the Fiscal Year Ended June 30, 2020

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Financial Section



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, 98-1A, 98-1B, 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, 2020, 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, 2020, 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, 2020, 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.

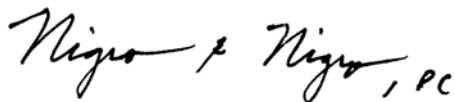
Other Matters

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 January 21, 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
January 21, 2021

**CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES
DISTRICTS**

*Balance Sheet – Governmental Fund
June 30, 2020*

	Capital Projects Fund for Blended Component Units
ASSETS	
Deposits and investments	\$ 10,149,206
Accounts receivable	44
Total assets	\$ 10,149,250
LIABILITIES AND FUND BALANCE	
Liabilities	
Accounts payable	\$ 405,845
Fund Balance	
Restricted for capital projects	9,743,405
Total liabilities and fund balance	\$ 10,149,250

**CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES
DISTRICTS**

*Governmental Fund - Statement of Revenues, Expenditures and Changes in Fund Balance
For the Fiscal Year Ended June 30, 2020*

	Capital Projects Fund for Blended Component Units
REVENUES	
Other local revenue sources	<u>\$ 133,839</u>
EXPENDITURES	
Current:	
General administration	755,346
Capital outlay	<u>7,740,942</u>
Total Expenditures	<u>8,496,288</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(8,362,449)</u>
OTHER FINANCING SOURCES (USES)	
Interfund transfers in	2,160,084
Interfund transfers out	<u>(1,531,816)</u>
Total Other Financing Sources (Uses)	<u>628,268</u>
Net Change in Fund Balance	(7,734,181)
Fund Balance, July 1, 2019	<u>17,477,586</u>
Fund Balance, June 30, 2020	<u><u>\$ 9,743,405</u></u>

**CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES
DISTRICTS**

Statement of Fiduciary Net Position

June 30, 2020

	CFD Agency
	Funds
	<hr/>
ASSETS	
Deposits and investments	\$ 21,367,480
Accounts receivable	62
	<hr/>
Total assets	\$ 21,367,542
	<hr/> <hr/>
LIABILITIES	
Due to bondholders	\$ 21,367,542
	<hr/>
Total liabilities	\$ 21,367,542
	<hr/> <hr/>

CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS

Notes to Financial Statements
June 30, 2020

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, 2020

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, 2020*

NOTE 2 – DEPOSITS AND INVESTMENTS

Deposits and investments at June 30, 2020, consisted of the following:

Governmental Funds	\$ 10,149,206
Fiduciary Funds	<u>21,367,480</u>
 Total deposits & investments	 <u><u>\$ 31,516,686</u></u>

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, 2020, consist of the following:

	Cost Basis	Fair Value	Maturity		
			Less Than One Year	One Year Through Five Years	Over Five Years
Investment maturities:					
U.S. Bank First American Treasury Obligations	\$ 31,516,686	\$ 31,516,686	\$ 31,516,686	\$ -	\$ -
Total Investments	<u>\$ 31,516,686</u>	<u>\$ 31,516,686</u>	<u>\$ 31,516,686</u>	<u>\$ -</u>	<u>\$ -</u>

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, 2020, 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, 2020, the District had the following investments that represents more than five percent of the District’s net investments.

U.S. Bank First American Treasury Obligations	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, 2020*

NOTE 2 – DEPOSITS 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.

The District’s fair value measurements are as follows at June 30, 2020:

Investment Type:	Fair Value	Fair Value Measurements Using		
		Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
U.S. Bank First American Treasury Obligations	\$ 31,516,686	\$ 31,516,686	\$ -	\$ -
Total	\$ 31,516,686	\$ 31,516,686	\$ -	\$ -

All assets have been valued using a market approach, with quoted market prices.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2020, consisted of the following:

	Interest Receivable	
	Governmental Funds	CFD Agency Funds
CFD 90-2	\$ 5	\$ 26
CFD 92-1	10	10
CFD 98-1A	8	9
CFD 98-1B	1	3
CFD 98-2	2	-
CFD 04-1	7	2
CFD 05-1	11	12
Total	\$ 44	\$ 62

**CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES
DISTRICTS**

Notes to Financial Statements

June 30, 2020

NOTE 4 – INTERFUND TRANSFERS

Transfers To/From Other Funds

Transfers to/from other funds at June 30, 2020, consisted of the following:

Capital Project fund for Blended Component Units transfer to CFD Agency Funds for debt services	<u><u>\$ 1,531,816</u></u>
CFD Agency Funds transfer to Capital Project Fund for Blended Component Units for contributions to capital projects	<u><u>\$ 2,160,084</u></u>

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 \$192,438,863 as of June 30, 2020, 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:

Series	Issue Date	Maturity Date	Interest Rate	Original Issue	Balance, July 1, 2019	Additions	Deductions	Balance, June 30, 2020
CFD 90-2, 2013 Ref.	11/5/2003	9/1/2033	4.0% - 4.625%	\$ 49,675,000	\$ 36,660,000	\$ -	\$ 1,625,000	\$ 35,035,000
CFD 90-2, 2016 Ref.	7/28/2016	9/1/2032	1.15% - 4.0%	33,020,000	30,195,000	-	1,555,000	28,640,000
CFD 92-1, 2013 Ref.	7/31/2013	9/1/2022	2.0% - 5.0%	14,430,000	6,925,000	-	1,630,000	5,295,000
CFD 98-1A, Ser. 2016	7/13/2016	9/1/2044	2.0% - 3.2%	6,375,000	6,220,000	-	100,000	6,120,000
CFD 98-1A, Ser. 2018	5/31/2018	9/1/2044	3.0% - 3.75%	8,670,000	8,670,000	-	-	8,670,000
CFD 98-1B, Ser. 2018	5/31/2018	9/1/2048	2.0% - 3.75%	4,830,000	4,830,000	-	-	4,830,000
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, 2015 Ref.	7/30/2015	9/1/2029	3.0% - 5.0%	87,480,000	75,660,000	-	75,660,000	-
CFD 98-2, 2019 Ref.	8/15/2019	9/1/2029	4.0% - 5.0%	60,105,000	-	60,105,000	-	60,105,000
CFD 04-1, 2015 Ref.	7/30/2015	9/1/2034	2.0% - 4.0%	6,015,000	5,465,000	-	210,000	5,255,000
CFD 05-1, Ser. 2013	11/6/2013	9/1/2043	2.0% - 5.5%	8,190,000	7,965,000	-	65,000	7,900,000
CFD 05-1, Ser. 2016	9/7/2016	9/1/2046	2.0% - 4.0%	12,575,000	12,450,000	-	80,000	12,370,000
					<u>\$ 213,258,863</u>	<u>\$ 60,105,000</u>	<u>\$ 80,925,000</u>	<u>\$ 192,438,863</u>

**CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES
DISTRICTS**

*Notes to Financial Statements
June 30, 2020*

NOTE 5 – NON-OBLIGATORY DEBT (continued)

Future payments are as follows:

Fiscal Year	Principal	Interest	Total
2020-2021	\$ 9,725,000	\$ 6,950,969	\$ 16,675,969
2021-2022	10,605,000	6,545,109	17,150,109
2022-2023	11,335,000	6,087,866	17,422,866
2023-2024	10,220,000	5,627,513	15,847,513
2024-2025	10,970,000	5,164,981	16,134,981
2025-2030	67,995,000	17,671,794	85,666,794
2030-2035	45,173,863	28,842,505	74,016,368
2035-2040	9,140,000	4,455,431	13,595,431
2040-2045	12,710,000	2,246,266	14,956,266
2045-2049	4,565,000	234,444	4,799,444
	<u>\$ 192,438,863</u>	<u>\$ 83,826,878</u>	<u>\$ 276,265,741</u>

Supplementary Information

CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS
Combining Balance Sheet – Governmental Funds
June 30, 2020

	CFD 90-2	CFD 92-1	CFD 98-1A	CFD 98-1B	CFD 98-1B	CFD 98-2	CFD 04-1	CFD 05-1	TOTAL
ASSETS									
Deposits and investments	\$ 1,039,841	\$ 1,947,855	\$ 1,501,606	\$ 214,487	\$ 1,806,747	\$ 1,414,953	\$ 2,223,717	\$ 10,149,206	
Accounts receivable	5	10	8	1	2	7	11	44	
Total assets	\$ 1,039,846	\$ 1,947,865	\$ 1,501,614	\$ 214,488	\$ 1,806,749	\$ 1,414,960	\$ 2,223,728	\$ 10,149,250	
LIABILITIES AND FUND BALANCE									
Liabilities									
Accounts payable	\$ 216,065	\$ 72,528	\$ 47,460	\$ 13,483	\$ -	\$ 16,609	\$ 39,700	\$ 405,845	
Fund Balance									
Restricted for capital projects	823,781	1,875,337	1,454,154	201,005	1,806,749	1,398,351	2,184,028	9,743,405	
Total liabilities and fund balance	\$ 1,039,846	\$ 1,947,865	\$ 1,501,614	\$ 214,488	\$ 1,806,749	\$ 1,414,960	\$ 2,223,728	\$ 10,149,250	

CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
For the Fiscal Year Ended June 30, 2020

	CFD 90-2	CFD 92-1	CFD 98-1A	CFD 98-1B	CFD 98-2	CFD 04-1	CFD 05-1	TOTAL
REVENUES								
Other local revenue sources	\$ 10,900	\$ 24,079	\$ 26,529	\$ 3,286	\$ 18,705	\$ 14,467	\$ 35,873	\$ 133,839
EXPENDITURES								
Current:								
General administration	334,358	49,532	80,247	26,595	177,590	14,605	72,419	755,346
Capital outlay	229,736	469,607	3,437,608	755,685	771,537	15,581	2,755,188	7,740,942
Total Expenditures	564,094	519,139	3,517,855	782,280	255,127	30,186	2,827,607	8,496,288
Excess (Deficiency) of Revenues Over (Under) Expenditures	(553,194)	(495,060)	(3,491,326)	(778,994)	(236,422)	(15,719)	(2,791,734)	(8,362,449)
OTHER FINANCING SOURCES (USES)								
Interfund transfers in	144,798	50,000	199,106	96,110	1,550,436	69,634	50,000	2,160,084
Interfund transfers out	-	(6,929)	-	(85,231)	(1,403,050)	(34,259)	(2,347)	(1,531,816)
Total Other Financing Sources (Uses)	144,798	43,071	199,106	10,879	147,386	35,375	47,653	628,268
Net Change in Fund Balance	(408,396)	(451,989)	(3,292,220)	(768,115)	(89,036)	19,656	(2,744,081)	(7,734,181)
Fund Balance, July 1, 2019	1,232,177	2,327,326	4,746,374	969,120	1,895,785	1,378,695	4,928,109	17,477,586
Fund Balance, June 30, 2020	\$ 823,781	\$ 1,875,337	\$ 1,454,154	\$ 201,005	\$ 1,806,749	\$ 1,398,351	\$ 2,184,028	\$ 9,743,405

CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS
Combining Statement of Fiduciary Net Position
June 30, 2020

	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	\$ 5,211,379	\$ 2,043,110	\$ 1,791,840	\$ 611,019	\$ 8,917,381	\$ 358,744	\$ 2,434,007	\$ 21,367,480
Accounts receivable	26	10	9	3	-	2	12	62
Total assets	<u>\$ 5,211,405</u>	<u>\$ 2,043,120</u>	<u>\$ 1,791,849</u>	<u>\$ 611,022</u>	<u>\$ 8,917,381</u>	<u>\$ 358,746</u>	<u>\$ 2,434,019</u>	<u>\$ 21,367,542</u>
LIABILITIES								
Due to bondholders	\$ 5,211,405	\$ 2,043,120	\$ 1,791,849	\$ 611,022	\$ 8,917,381	\$ 358,746	\$ 2,434,019	\$ 21,367,542
Total liabilities	<u>\$ 5,211,405</u>	<u>\$ 2,043,120</u>	<u>\$ 1,791,849</u>	<u>\$ 611,022</u>	<u>\$ 8,917,381</u>	<u>\$ 358,746</u>	<u>\$ 2,434,019</u>	<u>\$ 21,367,542</u>

CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS
Schedule of Debt Service Activity for Agency Funds
For the Fiscal Year Ended June 30, 2020

	Debt Service Agency Funds		Sources		Uses		Debt Service Agency Funds Ending Balance		
	Beginning Balance	Special Tax Collections	Interest Earnings	Other	Contributions to Capital Projects	Debt Service Principal		Debt Service Interest	Other
Community Facilities District:									
90-2	\$ 5,091,725	\$ 5,821,551	\$ 31,170	\$ -	\$ 145,000	\$ 3,180,000	\$ 2,408,041	\$ -	\$ 5,211,405
92-1	2,034,497	1,939,774	11,599	-	50,000	1,630,000	262,750	-	2,043,120
98-1A	2,192,595	864,853	20,741	176,198	370,784	100,000	477,258	514,496	1,791,849
98-1B	448,802	338,542	4,688	85,231	96,110	-	170,131	-	611,022
98-2	9,779,127	7,018,992	63,232	1,262,757	7,457,753	-	1,550,387	198,587	8,917,381
04-1	311,869	424,656	1,956	34,259	20,000	210,000	183,994	-	358,746
05-1	2,404,357	1,093,819	22,820	-	71,652	145,000	870,325	-	2,434,019
Totals	\$ 22,262,972	\$ 17,502,187	\$ 156,206	\$ 1,558,445	\$ 8,211,299	\$ 5,265,000	\$ 5,922,886	\$ 715,083	\$ 21,367,542

**CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES
DISTRICTS**

*Note to the Supplementary Information
June 30, 2020*

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 Debt Service Activity for Agency Funds

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
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 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, 2020, and the related notes to the financial statements, and have issued our report thereon dated January 21, 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.

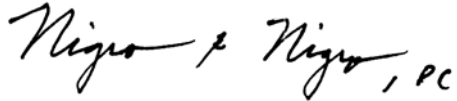
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not 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.

Handwritten signature in black ink that reads "Nigro & Nigro, PC". The signature is written in a cursive, flowing style.

Murrieta, California
January 21, 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, 98-1A, 98-1B, 98-2, 2004-1, and 2005-1 of Capistrano Unified School District for the year ended June 30, 2020.

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.

Murrieta, California
January 21, 2021

CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICTS

For the Fiscal Year Ended June 30, 2020

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, 2019 to June 30, 2020. 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, 2020, 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, 2020

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, 2020, 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, 2019, and ending June 30, 2020, and reviewed supporting documentation to ensure that such funds were properly expended on the authorized projects.
2. Our sample included 39 transactions totaling \$2,557,156. This represents 30.1 percent of the total expenditures of \$8,496,288 (not including funds expended for debt service activities from Agency 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, 2020*

FINANCIAL STATEMENT FINDINGS

There were no findings in 2019-20.

**CAPISTRANO UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES
DISTRICTS**

*Summary Schedule of Prior Audit Findings
For the Fiscal Year Ended June 30, 2020*

There were no findings in 2018-19.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

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

Prepared by: Rebecca Pianta, Coordinator, Counseling Services, Education and Support Services
Tim Hornig, Executive Director Secondary Education, Education and Support Services

Date: February 17, 2021

Board Item: Instructional Materials Recommended for Adoption: Cultural Proficiency Lessons, Grades K-12

HISTORY

During the 2014-2015 school year, a Districtwide committee of counselors and site administrators recommended the adoption of *Second Step: Skills for Social and Academic Success* ©2011, published by Committee for Children for the school counselor curriculum in grades K-8. These instructional materials were approved by the Instructional Materials Review Committee (IMRC) and adopted by the Board of Trustees on September 9, 2015. These materials were adopted for an 8-year period.

BACKGROUND INFORMATION

In the Summer of 2020, a committee of elementary, middle, and high school counselors were formed to identify and develop lessons to support *Board Resolution 1920-63 to Fight Against Intolerance, Racism, and Discrimination*. The K-12 lessons introduce students to age-appropriate material surrounding empathy, belonging, compassion, anti-racism, being an upstander, conflict resolution, stereotypes, prejudice, social identity, and effective communication and problem-solving skills. The lessons are aligned with the Fair Accurate Inclusive and Respectful Education (FAIR) Act, Senate Bill 48, Collaborative for Academic, Social, and Emotional Learning (CASEL) standards, American School Counselor Association (ASCA) Mindsets and Behaviors standards, Teaching Tolerance standards, and Common Core English-language arts and Social Science standards. The research and evidence-based sources used to develop the lessons include *Second Step: Skills for Social and Academic Success*, *Teaching Tolerance*, *Sanford Harmony* and *Building Community*, and *Combating Hate Curriculum*. Each lesson includes a pre-test, post-test, and a Google slide presentation.

CURRENT CONSIDERATIONS

The recommended supplemental lessons are suggested to increase access to materials to build cultural proficiency, engage students in higher-order thinking, and promote equity, inclusion, and

diversity. These lessons were reviewed by the District IMRC in accordance with Board Policy 6161.1, *Selection and Evaluation of Instructional Materials*. There are 14 members with an additional 2 alternates (16 total) on the IMRC. These members include Trustees, Trustee representatives, District administration and site administrators. An optional presentation took place on Tuesday, November 10, 2020, with the IMRC members to provide an overview of the lessons. All the lessons were unanimously approved by the IMRC members, with all 16 Instructional Materials Review Committee members voting yes, and 0 members voting no.

The lessons are posted for the public to view at the following [link](#). If the lessons are approved by the Board, the lessons will be delivered through self-paced Canvas modules. Elementary and secondary teachers will publish the lessons for students to complete. Once school returns to brick-and-mortar, the lessons will be delivered by school counselors as live instruction in the students' classrooms.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

Following discussion, it is recommended the Board of Trustees approve, Instructional Materials Recommended for Adoption: Cultural Proficiency Lessons, Grades K-12.

PREPARED BY: Rebecca Pianta, Coordinator, Counseling Services, Education and Support Services
Tim Hornig, Executive Director Secondary Education, Education and Support Services

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services



Capistrano Unified School District

K-12 Cultural Proficiency Curriculum

2020-2021



Kindergarten Cultural Proficiency Lesson Plan

Lesson Plan for	Some Do, Some Don't	
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School Counselor:	Cristina Nalbach		
Target Audience:	Kindergarten Students		
ASCA Mindsets and Behavior Standards:	<ul style="list-style-type: none"> ● M 3: Sense of belonging in the school environment ● B-SS 4: Demonstrate empathy 		
Teaching Tolerance Social Justice Standards:	<ul style="list-style-type: none"> ● Identity 5, ID.K-2.5: I see that the way my family and I do things is both the same as and different from how other people do things, and I am interested in both. ● Diversity 7 DI.K-2.7: I can describe some ways that I am similar to and different from people who share my identities and those who have other identities. 		
Casel's SEL Framework	<p>Social Awareness Competencies</p> <ul style="list-style-type: none"> ● Demonstrating empathy and compassion ● Identifying diverse social norms, including unjust ones <p>Relationship Skills Competencies:</p> <ul style="list-style-type: none"> ● Demonstrating cultural competency ● Developing positive relationships 		
Common Core State English Language Arts Standards	<p>SL.K.1: Participate in collaborative conversations with diverse partners about kindergarten topics and texts with peers and adults in small and large groups.</p> <p>SL.K.2: Confirm understanding of text read aloud or information presented orally or through other media by asking and answering questions about key details and requesting clarification if something is not understood.</p> <p>SL.K.3: Ask and answer questions in order to seek help, get information, or clarify something that is not understood.</p>		
California History–Social Science Content Standards	<p>K.1: Students understand that being a good citizen involves acting in certain ways.</p>		
California Ed Code	SB-48 Pupil instruction: prohibition of discriminatory content (FAIR Education Act)		
Lesson	1	Of	1

Learning Objective(s)/Competency

Students will:	Describe limitations and problems associated with stereotypes and overgeneralizations.
Students will:	Demonstrate ways to challenge stereotypes.
Materials:	
Sanford Harmony SOME DO, SOME DON'T STORY SOME DO, SOME DON'T STORY (READ ALONG) Better Together Song Home School Connection Canvas Learning Management System	
Evidence Base:	
<input type="checkbox"/> Best Practice <input type="checkbox"/> Action Research <input type="checkbox"/> Research-Informed <input checked="" type="checkbox"/> Evidence-Based	
Background for teachers on the teaching of the lesson:	
Children are natural “sorters”—they tend to group people and things into simple categories in order to make sense of a complex world (everyone does this at times). Social categorization is the grouping of people by an identifiable and meaningful characteristic that is commonly shared, such as gender or race.	
Description of the lesson:	
Foster increased understanding of variability within social groups (in preferences, characteristics, and behaviors). Foster increased understanding of similarities across different social groups (in preferences, characteristics, and behaviors). Promote flexible thinking and decrease stereotyped thinking.	
Procedure: Describe how you will:	
Introduce:	Students discuss how people differ in many ways, even when they have some things in common or are part of the same group, and identify problems associated with stereotypes and overgeneralizations.
Communicate Lesson Objective:	Students discuss the problems associated with stereotypes and overgeneralizations, and practice strategies for challenging stereotypes by emphasizing that “some kids do, some kids don’t.”
Teach Content:	Read the Story, “Some Do, Some Don’t.”

	<p>Model how stereotypes can affect students personally.</p> <p>Ask a volunteer to share a personal preference or routine. <i>What’s your favorite snack? What time do you go to bed?</i></p> <p>Assume that all students share this in common, exaggerating your reaction. <i>Oh, so I guess ALL of you like raisins the best. You probably ALL eat raisins EVERY SINGLE DAY for a snack. Maybe we should start eating raisins at school too since ALL of you like them so much.</i></p> <p>Give them time to protest (prompt if necessary), and then repeat your claim, pointing out how they are all in the same group. <i>But you’re all kids/Panda Bears/Busy Bees, so you must ALL like the same snack, right?</i></p> <p>Ask them why they think your assumption isn’t true. <i>Kids don’t have to like the same thing; Maricela likes raisins but Roger likes granola bars; no one is exactly the same; everyone is different.</i></p> <p>Summarize the class responses. <i>Oh, so even though you are all kids/Busy Bees, you don’t ALL like the same things!</i></p> <p>Explain the problems associated with overgeneralizations and stereotypes.</p> <p>When people think that everyone in a group is exactly the same or likes or does the same things, it’s called a stereotype.</p> <p>Stereotypes are guesses about what people are like, and they are often wrong. You can’t know what someone is really like unless you ask him or her or get to know him or her.</p>
<p>Practice Content:</p>	<p>Provide examples of overgeneralizations and stereotypes, and guide students in practicing the phrases “some do, some don’t” or “some are, some aren’t.”</p> <p>Group the students in a circle and then divide them in half.</p> <p>Have students practice the response. <i>Half of the students chant, “Some kids do...”</i> <i>The others respond by chanting “... and some kids don’t!”</i></p> <p>Give the class an example of a stereotype by assigning a random characteristic to a group. <i>Groups could include boys, girls, teenagers, grandparents, people with brown hair, athletes.</i></p> <p>Avoid unintentional reinforcement of stereotypes.</p> <p>Instead of saying: <i>Boys are good at sports; Older people can’t hear well.</i> Say: <i>I heard someone say parents don’t like to swim.</i></p> <p>Ask the class if they think the statement is true, and guide them in discussing why it is not. <i>Do you think NO parents like to swim?</i></p> <p>Emphasize that “some do, some don’t.”</p>

	<p>Invite them to share counter-stereotypical examples. <i>Does anyone know a parent who DOES like to swim?</i> Explain that the statement was a stereotype, and invite the class to challenge it. <i>What would you say if you heard someone say that parents don't like to swim?</i> Have the class practice the "some do, some don't" chant. <i>Some parents do, some parents don't!</i> Repeat with two to three additional examples, practicing the chant for each example. (TIP: Add movement by having students clap or stomp as they chant the words.)</p>
Summarize:	<p>Discuss the activity: Is it fair to think people are just like everyone else? What's the problem with thinking that everyone is the same? <i>Stereotypes are just guesses; they could be wrong; everyone is different; no one is exactly the same.</i> What should you do instead of guessing what people are like or thinking they are like everyone else? <i>You should ask them, talk to them, spend time with them.</i></p>
Close:	<p>People are different and we are not the same. We will try to avoid stereotypes, meaning taking guesses about people are like. Also, when we think that everyone is the same it is called an overgeneralization. We have to get to know people by asking them questions about what they like and what they don't like. This is how we get to know one another. Thank you!</p>
<p>Data Collection Plan – <i>For multiple lessons in a unit, this section only needs be completed once</i></p>	
<p>Participation Data:</p>	
Anticipated number of students:	All students in Kindergarten
Planned length of lesson(s):	20 minutes
<p>Mindsets & Behaviors Data:</p>	
<ul style="list-style-type: none"> ▪ Pre-test administered before first lesson ▪ Post-test administered after lesson (if standalone) or after last lesson of unit/group session ▪ Pre-/post-assessment attached 	
<p>Outcome Data: (choose one)</p>	
<input type="checkbox"/> Achievement (describe):	
<input type="checkbox"/> Attendance (describe):	

✓ Discipline (describe): Will review bully incidents for reported bullying incidents. Will make comparisons between time frames comparing the numbers between this year and previous years

Links to videos / and Slide presentations:

[Some Do, Some Don't Video](#)

[Some Do, Some Don't Discussion](#)

References to literature or resources:

[Unit 2: Empathy and Critical Thinking Storybook](#)

[Sanford Harmony Alignment Guide](#)

[Sanford Harmony Elementary Select Program](#)



1st Grade Cultural Proficiency Lesson Plan

Lesson Plan for	The Soccer Game Story	
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School Counselor:	Jenny Thai		
Target Audience:	1st Grade Students		
ASCA Mindsets and Behavior Standards:	<ul style="list-style-type: none"> ● M 3: Sense of belonging in the school environment ● B-SS 4: Demonstrate empathy 		
Teaching Tolerance Social Justice Standards:	<ul style="list-style-type: none"> ● Identity 5, ID.K-2.5: I see that the way my family and I do things is both the same as and different from how other people do things, and I am interested in both. ● Diversity 7 DI.K-2.7: I can describe some ways that I am similar to and different from people who share my identities and those who have other identities. 		
Casel’s SEL Framework	<p>Social Awareness Competencies</p> <ul style="list-style-type: none"> ● Demonstrating empathy and compassion ● Identifying diverse social norms, including unjust ones <p>Relationship Skills Competencies:</p> <ul style="list-style-type: none"> ● Demonstrating cultural competency ● Developing positive relationships 		
Common Core State English Language Arts Standards	<p>SL.1.1: Participate in collaborative conversations with diverse partners about first grade topics and texts with peers and adults in small and large groups.</p> <p>SL.1.2: Ask and answer questions about key details in a text read aloud or information presented orally or through other media.</p> <p>SL.1.3: Ask and answer questions about what a speaker says in order to gather additional information or clarify something that is not understood.</p>		
California History–Social Science Content Standards	<p>1.1: Students describe the rights and individual responsibilities of citizenship.</p> <p>1.5: Students describe the human characteristics of familiar places and the varied backgrounds of American citizens and residents in those places.</p>		
California Ed Code	SB-48 Pupil instruction: prohibition of discriminatory content (FAIR Education Act)		
Lesson	1	Of	1

Learning Objective(s)/Competency	
Students will:	Define the word “stereotype.”

Students will:	Describe limitations and problems associated with stereotypes and overgeneralizations.
Students will:	Demonstrate ways to challenge stereotypes.
Materials:	
Sanford Harmony THE SOCCER GAME STORY THE SOCCER GAME STORY (READ ALONG) Canvas Learning Management System Paper	
Evidence Base:	
<input type="checkbox"/> Best Practice <input type="checkbox"/> Action Research <input type="checkbox"/> Research-Informed <input checked="" type="checkbox"/> Evidence-Based	
Background for teachers on the teaching of the lesson:	
Children are natural “sorters”—they tend to group people and things into simple categories in order to make sense of a complex world (everyone does this at times). Social categorization is the grouping of people by an identifiable and meaningful characteristic that is commonly shared, such as gender or race.	
Description of the lesson:	
Foster increased understanding of variability within social groups (in preferences, characteristics, and behaviors). Foster increased understanding of similarities across different social groups (in preferences, characteristics, and behaviors). Promote flexible thinking and decrease stereotyped thinking.	
Procedure: Describe how you will:	
Introduce:	Students discuss how stereotypes and overgeneralizations can cause people to make incorrect guesses about others and miss opportunities to get to know one another.
Communicate Lesson Objective:	Students discuss why people use stereotypes and why they are problematic.
Teach Content:	Read the Story, “The Soccer Game.” Discuss how the saying “you can’t judge a book by its cover” relates to how we view people.

	<p>Show students several books with plain or ambiguous covers and ask them what they think the stories are.</p> <p>Show them books with clear, unambiguous pictures on the covers and ask the same question.</p> <p>Ask students if it was easier to guess with the second set, and why.</p> <p><i>I could see the pictures.</i></p> <p><i>The cover probably describes the story inside.</i></p> <p>Explain that sometimes we think about people the same way we think about books—we look at the outside and guess what’s on the inside.</p> <p>Getting to know others is how we can find out what they are really like on the inside.</p> <p><i>You can’t assume someone does not like to swing because he or she is an adult.</i></p>
Practice Content:	<p>In your activity, you are going to create a book cover. The front cover could be a symbol that represents you or a color, but does not give too much information about you. On the inside, draw pictures or write words that tell me more about you, like what you like, who is in your family, and/or places you like to visit. This is a good practice to demonstrate why not to judge a book by its cover.</p>
Summarize:	<p>Discuss the activity:</p> <p>Ask the class what it means to say “you can’t judge a book by its cover.”</p> <p><i>You can’t know what’s on the inside by just looking at what’s on the outside.</i></p> <p>Discuss how you can find out what people are really like, such as what they think or what they like to do.</p> <p><i>Talk to them; spend time with them.</i></p> <p>Discuss how you can change a stereotype.</p> <p><i>Think something different; find out what the person is really like.</i></p> <p>Discuss what you could do if you hear someone using a stereotype.</p> <p><i>Tell him or her that “some do, some don’t;” remind him or her that stereotypes aren’t true about all people and are unfair; suggest getting to know the person to find out what he or she is like.</i></p>
Close:	<p>Take the time to get to know people to actually know them and stop thinking you know who they are by the way they look on the outside.</p> <p>Remember that your entire class is enriched or better because of each student’s unique talents, similarities, and differences.</p>
<p>Data Collection Plan – <i>For multiple lessons in a unit, this section only needs be completed once</i></p>	
<p>Participation Data:</p>	
Anticipated number of students:	All students in 1st grade

Planned length of lesson(s):	30 minutes
Mindsets & Behaviors Data:	
<ul style="list-style-type: none"> ▪ Pre-test administered before first lesson ▪ Post-test administered after lesson (if standalone) or after last lesson of unit/group session ▪ Pre-/post-assessment attached 	
Outcome Data: (choose one)	
<input type="checkbox"/> Achievement (describe): <input type="checkbox"/> Attendance (describe): <input checked="" type="checkbox"/> Discipline (describe): Will review bully incidents for reported bullying incidents. Will make comparisons between time frames comparing the numbers between this year and previous years	
Links to videos / and Slide presentations:	
Introduction Video/Google Slides Story and Discussion Video/Google Slides Skills Practice Video/Google Slides Wrap Up Video/Google Slides	
References to literature or resources:	
Unit 2: Empathy and Critical Thinking Storybook Sanford Harmony Alignment Guide Sanford Harmony Elementary Select Program	



2nd Grade Cultural Proficiency Lesson Plan

Lesson Plan for	Anti-Racism and Compassion	
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School Counselor:	Alex Todd		
Target Audience:	2nd Grade Students		
ASCA Mindsets and Behavior Standards:	<ul style="list-style-type: none"> ● M 3: Sense of belonging in the school environment ● BB-SS 4: Demonstrate empathy 		
Teaching Tolerance Social Justice Standards:	<ul style="list-style-type: none"> ● Action 16 AC.K-2.16: I care about those who are treated unfairly ● Action 18 AC.K-2.18: I will say something or tell an adult if someone is being hurtful, and will do my part to be kind even if I don't like something they say or do. 		
Casel's SEL Framework	<p>Social Awareness Competencies:</p> <ul style="list-style-type: none"> ● Demonstrating empathy and compassion ● Showing concern for the feelings of others <p>Relationship Skills Competencies:</p> <ul style="list-style-type: none"> ● Demonstrating cultural competency ● Developing positive relationships ● Standing up for the rights of others 		
Common Core State English Language Arts Standards	<p>SL.2.1: Participate in collaborative conversations with diverse partners about grade 2 topics and texts with peers and adults in small and larger groups.</p> <p>SL.2.2: Recount or describe key ideas or details from a text read aloud or information presented orally or through other media.</p> <p>SL.2.3: Ask and answer questions about what a speaker says in order to clarify comprehension, gather additional information, or deepen understanding of a topic or issue.</p>		
California History–Social Science Content Standards	<p>2.5: Students understand the importance of individual action and character and explain how heroes from long ago and the recent past have made a difference in others' lives (e.g., from biographies of Abraham Lincoln, Louis Pasteur, Sitting Bull, George Washington Carver, Marie Curie, Albert Einstein, Golda Meir, Jackie Robinson, Sally Ride).</p>		
California Ed Code	SB-48 Pupil instruction: prohibition of discriminatory content (FAIR Education Act)		
Lesson	1	Of	1

Learning Objective(s)/Competency	
Students will:	Determine what others are feeling using physical, verbal, and situational clues
Students will:	Identify ways to show compassion for others in response to scenarios
Students will:	Identify ways to stand up for those who are treated unfairly using compassion
Materials:	
Second Step Lesson 9 and 20 (adapted) A Kids Book about Racism Video Compassion Video Skills Practice Worksheet Empathy video Canvas Learning Management System	
Evidence Base:	
<input type="checkbox"/> Best Practice <input type="checkbox"/> Action Research <input type="checkbox"/> Research-Informed <input checked="" type="checkbox"/> Evidence-Based	
Background for teachers on the teaching of the lesson:	
<p>Noticing and understanding what someone is feeling helps you have empathy. When you have empathy for someone, you can show your care and concern by saying something kind or doing something to help. Showing care and concern is called showing <i>compassion</i>.</p>	
Description of the lesson:	
<p>Empathy helps students perceive and understand what others are feeling. This lesson focuses on the critical next step of putting empathy into action by showing compassion. Empathy motivates students to use caring words and actions with others. This helps peers feel less isolated, provides emotional support to peers in difficult circumstances, and strengthens friendships. Students who are bullied can experience fewer difficulties if other students are compassionate and show support. Increasing students' ability to show compassion helps to create a caring and positive school climate.</p>	
Procedure: Describe how you will:	
Introduce:	Social justice is everyone deserving fair access to rights and opportunities.
Communicate Lesson Objective:	Students discuss the problems associated with stereotypes and overgeneralizations, and practice strategies for challenging stereotypes by emphasizing that "some kids do, some kids don't."
Teach Content:	<p>Play A Kids Book about Racism Video</p> <p>Anti-racism is standing up against racism, or the forces of injustice against</p>

certain people. We are practicing anti-racism when we recognize racism when we see it. We also can work against racism when we show **compassion** to others.

Play Compassion Video

Teacher say....

- **Compassion** is a way that you show care and concern to someone else.
- One way to show **compassion** is through your words.
- What other ways can you show **compassion**?

Compassion is Empathy in Action (Present the Empathy Poster)

Teacher ask...

- Have you ever shown **compassion** for someone? What did you say or do?
- Think of one time you showed compassion for someone. Say in your head or tell someone out loud how it felt to be compassionate.

Story and Discussion (Lesson 9)

Show the photo. Point to Ayako. This is Ayako. Today she is Teacher's Helper. Her teacher prepared a basket of art supplies and asked Ayako to hand them out. Ayako tripped on her shoelace and dropped the tray, spilling markers all over the floor.

1. How is Ayako feeling? (Embarrassed. Sad. Upset.) How can you tell? (Her mouth is turned down. Her head is hanging. She just spilled stuff.)
2. Thumbs up if you've ever spilled something and felt sad or embarrassed. Comment on the number of thumbs up. We all know what it feels like to do something by accident.

Show the photo. Point to Kareem. This is Kareem. He notices how upset Ayako is feeling after spilling the art supplies. He has empathy for Ayako. He wants to do something to show his concern for her.

Think, Turn, Tell

3. Look at the picture. Think about what Kareem could do to show his concern. Give think-time. Turn and tell your partner your ideas. (Help Ayako clean up. Ask the teacher or someone else for help. Say something kind.)

Showing concern for someone is called compassion. Compassion is empathy in action. Refer to the Empathy Poster and point to the compassion area. When you have empathy for someone, ask yourself, "What's a kind thing to say? How can I help?" Remind students of Tiana's display of compassion for Brandon in Lesson 8.

Think, Turn, Tell

4. Have you ever shown compassion for someone? What did you say or do? Think of one time you showed compassion for someone. Give think-time. Turn

	<p>and tell your partner your example. Tell your partner how it felt to be <i>compassionate</i>.</p> <p>Story and Discussion</p> <p>1. Now let's look at another story.. This is Kareem. Kareem is at the front of this picture. How do you think he is feeling? (Give thinking time) To me he looks sad and hurt.</p> <p>2. He was excluded from playing foursquare with his friends at recess. He was excluded because he did not look like the rest of the kids, so they said he can't play with them. What is this an example of? (Give thinking time) If you said racism, you are correct. Racism is not okay. These students have the opportunity to be anti-racist and to show compassion.</p> <p>3. So, the first thing to do is recognize what it is. Next step will be to show we care about this person and to stand up against racism. The student in blue is named Luis and he is showing some empathy for Kareem. What do you think Luis can do in this situation? (Give thinking time)</p> <p>4. First, he can think the treatment of Kareem is not okay. Then, he could say, "I'm sorry we excluded you. You are welcomed to play." Try to make it right. Remember compassion is empathy in action. Empathy is putting yourself in someone else's shoes. Try to experience what they are feeling. Would you like to be excluded from a game because of how you look?</p>
<p>Practice Content:</p>	<p>What would you say if your elbow partner:</p> <ol style="list-style-type: none"> 1. Lost his or her favorite pencil on the school bus? 2. Your partner is being left out at recess 3. Your partner felt down during P.E. class 4. Your partner is being teased by an older student 5. Your partner spilled milk on his or her books.
<p>Summarize:</p>	<p>Today we learned:</p> <ul style="list-style-type: none"> ● how noticing and understanding how someone is feeling helps you have empathy. ● When you have empathy for someone, you can show you care and concern by saying or doing something kind. ● Showing care and concern is called _____
<p>Close:</p>	<p>Remember anti-racism is the act of calling out racism or unfair treatment of others when you see it. So, if you see a friend being treated differently because of how he or she looks, the color of his or her skin, or the language he or she speaks remember to call it out to be an anti-racist or an advocate for people</p>

	who are treated unfairly. Additionally, show compassion especially for those who are treated unfairly. Show empathy video
Data Collection Plan – <i>For multiple lessons in a unit, this section only needs be completed once</i>	
Participation Data:	
Anticipated number of students:	All students in 2nd Grade
Planned length of lesson(s):	30 minutes
Mindsets & Behaviors Data:	
<ul style="list-style-type: none"> ▪ Pre-test administered before first lesson ▪ Post-test administered after lesson (if standalone) or after last lesson of unit/group session ▪ Pre-/post-assessment attached 	
Outcome Data: (choose one)	
<input type="checkbox"/> Achievement (describe): <input type="checkbox"/> Attendance (describe): <input checked="" type="checkbox"/> Discipline (describe): Will review bully incidents for reported bullying incidents. Will make comparisons between time frames comparing the numbers between this year and previous years	
Links to videos / and Slide presentations:	
Introduction Video Google Slides presentation Story and Discussion Video Skills Practice Video Wrap Up Video	
References to literature or resources:	
Second Step Powerpoint Presentation	



3rd Grade Cultural Proficiency Lesson Plan

Lesson Plan for	Being an Upstander (Adapted from Second Step Bystander Power Lesson)
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School Counselor:	Andrew Fredriksz
Target Audience:	3rd Grade Students
ASCA Mindsets and Behavior Standards:	<ul style="list-style-type: none"> ● M 3: Sense of belonging in the school environment ● B-SS 8: Demonstrate advocacy skills and ability to assert self, when necessary
Teaching Tolerance Social Justice Standards:	<ul style="list-style-type: none"> ● Action 18 AC.3-5.18: I know some ways to interfere if someone is being hurtful or unfair, and will do my part to show respect even if I disagree with someone’s words or behavior. ● Action 19 AC.3-5.19: I will speak up or do something when I see unfairness, and I will not let others convince me to go along with injustice.
Casel’s SEL Framework	Relationship Skills Competencies: <ul style="list-style-type: none"> ● Developing positive relationships ● Resisting negative peer pressure ● Seeking or offering support and help when needed ● Standing up for the rights of others
Common Core State English Language Arts Standards	<p>SL.3.1: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 3 topics and texts, building on others' ideas and expressing their own clearly.</p> <p>SL.3.2: Determine the main ideas and supporting details of a text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.</p> <p>SL.3.3: Ask and answer questions about information from a speaker, offering appropriate elaboration and detail.</p>
California Ed Code	SB-48 Pupil instruction: prohibition of discriminatory content (FAIR Education Act)
Lesson	1 Of 1

Learning Objective(s)/Competency	
Students will:	Define “upstander”

Students will:	Demonstrate ways that bystanders can help stop bullying in response to scenarios
Materials:	
Second Step Bully Prevention Lesson 4 (Adapted) Skills Practice Canvas Learning Management System	
Evidence Base:	
<input type="checkbox"/> Best Practice <input type="checkbox"/> Action Research <input type="checkbox"/> Research-Informed <input checked="" type="checkbox"/> Evidence-Based	
Background for teachers on the teaching of the lesson:	
<p>Bystanders are people who see or know about bullying happening to others. There are things bystanders can do to help stop bullying. Bystanders can also refuse to let bullying happen. They can be Upstanders.</p> <p>In this lesson, students further their understanding of empathy and learn how empathy can help them take positive action as bystanders to bullying. They also learn to be assertive when they stand up for someone who is being bullied, and practice inviting others to join in activities. Empathy, being assertive, and inviting to join are all taught in <i>Second Step</i> SEL.</p>	
Description of the lesson:	
<p>One reason students bully is for the effect it has on bystanders. Students can gain social status through bullying by looking tough or cool, making others laugh, or showing that they have power. Because of the power differential in bullying, students have limited ability to make it stop. Because bullying often pays off in social or other ways, it can be hard to change the behavior of students who bully. But research shows that changing how bystanders react is a powerful way to reduce bullying. In this lesson’s Skill Practice section, students learn ways bystanders can help stop bullying.</p>	
Procedure: Describe how you will:	
Introduce:	Today, we are going to go over what it means to be an upstander, why it is important, and how to respond if someone is being mistreated.
Communicate Lesson Objective:	<ol style="list-style-type: none"> 1. Define “upstander” 2. Demonstrate ways that bystanders can help stop bullying in response to scenarios
Teach Content:	<p>What is fairness? Treating everyone the same way & playing by the rules.</p>

Think to yourself:

What if you missed two weeks of school from being sick. Your first day back, everyone is taking a math test on everything you missed. Your teacher says you have to take the test even though you aren't prepared. Is that fair?

What is respect?

Respect is treating someone how you and they want to be treated. Caring about the thoughts, feelings, and rights of someone else

Think to yourself:

After your teacher tells you that you have to take the math test, you get angry, tell her she's stupid and ugly, throw the math test in her face, and start screaming. Is that respectful?

Fairness and Respect

Both in school & in life, we all deserve to be treated with respect and to be treated fairly. Even people we dislike or don't get along with, shouldn't be treated disrespectfully or unfairly.

However, we aren't always treated like this. Sometimes other people can hurt our feelings or make us upset. Sometimes it's an accident and they don't mean to do it. Sometimes it isn't an accident.

When someone is treated unfairly, it's everyone's responsibility to stand up for that person. It's everyone's responsibility to **be an upstander!**

What is an Upstander?

Upstander is someone who does something that prevents or reduces the bullying they see, or comes to the aid of another person who is being bullied by showing them kindness. Research shows that others speaking out or taking action stops bullying behavior over half the time within seconds!

Story and Discussion

1. This is Jackie, Daniel, Miranda, & Michael. Jackie walked up to some of her classmates after school & saw they were doing a dance for a Tik Tok challenge. She asked to join them, but Daniel told her no. When Jackie asks why she can't join, Daniel tells her that girls can't dance and Tik Tok is for boys only. She asks why Miranda can join, but she can't. Daniel tells her Miranda is only allowed to film and isn't dancing. Jackie starts to cry and Daniel, Michael, and Miranda start to laugh at her and call her a cry baby.

2. Is Jackie being treated with fairness and respect? (Give thinking time)
No.

3. What is unfair about this situation? (Give thinking time)

Daniel is saying TikTok dances are for boys only. That's unfair to girls!

4. What is disrespectful about this situation? (Give thinking time)

	<p>These three students are leaving Jackie out. They are laughing at her. They are calling her names.</p> <p>5. If we all agree that everyone should be treated with fairness & respect, but Jackie is not, who's responsible in this situation? (Give thinking time)</p> <p>Everyone</p> <p>6. How can Michael be an upstander? (Give thinking time) How can Miranda be an upstander? (Give thinking time)</p> <p>They can defend Jackie, tell Daniel to stop, apologize, ask her to join in, and get an adult to help. Daniel can apologize and include Jackie. Jackie can be assertive and tell how she feels and to stop.</p>
Practice Content:	<p>Next, you will do an assignment. You will read the scenarios and I want you to think about who is being treated unfairly and who here has the responsibility and opportunity to make the situation better.</p> <p>Have students complete Skills Practice.</p>
Summarize:	<p>Today we learned:</p> <ul style="list-style-type: none"> ● Everyone deserves to be treated with fairness and respect! ● When someone isn't being treated fairly or with respect, an upstander can defend that person. ● It's everyone's responsibility to be an upstander!
Close:	<p>Think about:</p> <ul style="list-style-type: none"> ● Have you ever felt you weren't treated fairly? Or treated with respect? If so, would you have liked someone to stand up for you? ● When do you have the opportunity to be an upstander?
<p>Data Collection Plan – <i>For multiple lessons in a unit, this section only needs be completed once</i></p>	
<p>Participation Data:</p>	
Anticipated number of students:	All students in 3rdGrade
Planned length of lesson(s):	30 minutes
<p>Mindsets & Behaviors Data:</p>	
<ul style="list-style-type: none"> ▪ Pre-test administered before first lesson ▪ Post-test administered after lesson (if standalone) or after last lesson of unit/group session ▪ Pre-/post-assessment attached 	
<p>Outcome Data: (choose one)</p>	
<input type="checkbox"/> Achievement (describe):	

Attendance (describe):

Discipline (describe): Will review bully incidents for reported bullying incidents. Will make comparisons between time frames comparing the numbers between this year and previous years

Links to videos / and Slide presentations:

Introduction [Video/Google Slides](#)

[Story and Discussion Video/ Google Slides](#)

[Wrap Up Video/Google Slides](#)

References to literature or resources:

[Second Step Powerpoint Presentation](#)



4th Grade Cultural Proficiency Lesson Plan

Lesson Plan for	Conflict Resolution
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School Counselor:	Shiree Webb		
Target Audience:	4th Grade Students		
ASCA Mindsets and Behavior Standards:	<ul style="list-style-type: none"> ● M 3: Sense of belonging in the school environment ● B-SS 8: Demonstrate advocacy skills and ability to assert self, when necessary ● B-SS 9: Demonstrate social maturity and behaviors appropriate to the situation and environment 		
Teaching Tolerance Social Justice Standards:	<ul style="list-style-type: none"> ● Action 17 AC.3-5.17: I know it’s important for me to stand up for myself and for others, and I know how to get help if I need ideas on how to do this. ● Action 18 AC.K-2.18: I will say something or tell an adult if someone is being hurtful, and will do my part to be kind even if I don’t like something they say or do. 		
Casel’s SEL Framework	<p>Self-Management Competencies:</p> <ul style="list-style-type: none"> ● Managing one’s emotions <p>Relationship Skills Competencies:</p> <ul style="list-style-type: none"> ● Communicating effectively ● Developing positive relationships ● Resolving conflicts constructively 		
Common Core State English Language Arts Standards	<p>SL.4.1: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 4 topics and texts, building on others' ideas and expressing their own clearly.</p> <p>SL.4.2: Paraphrase portions of a text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.</p> <p>SL.4.3: Identify the reasons and evidence a speaker provides to support particular points.</p>		
California Ed Code	SB-48 Pupil instruction: prohibition of discriminatory content (FAIR Education Act)		
Lesson	1	Of	1

Learning Objective(s)/Competency	
Students will:	Become aware of different approaches to resolving interpersonal conflicts.

Students will:	Learn and practice a step-by-step approach to problem solving.
Materials:	
Sanford Harmony Powtoon Video Conflict Style Comic Strips Canvas Learning Management System	
Evidence Base:	
<input type="checkbox"/> Best Practice <input type="checkbox"/> Action Research <input type="checkbox"/> Research-Informed <input checked="" type="checkbox"/> Evidence-Based	
Background for teachers on the teaching of the lesson:	
<p>Conflict is a necessary part of life. It occurs in the classroom, on the playground, at home, and in the neighborhood. Unfortunately, children are often ill prepared to manage the conflicts they face in these settings. When this occurs, interpersonal relationships and academic progress suffer. Teachers spend a lot of instructional time managing non-academic issues due to a student’s inability to resolve conflicts effectively. Moreover, conflict has the potential to interfere with the development of positive peer relationships, and this may be especially true when students are from diverse backgrounds. Even more concerning is that ineffective conflict-resolution skills have the potential to lead to juvenile delinquency and violent behaviors. Teaching students effective problem-solving strategies allows them to be successful when interacting with peers during academic and leisure time.</p>	
Description of the lesson:	
<ul style="list-style-type: none"> ● Increase students’ understanding of conflict. ● Introduce students to various conflict resolution styles. ● Increase students’ awareness of the interpersonal costs and benefits associated with various conflict resolution styles. 	
Procedure: Describe how you will:	
Introduce:	Play Powtoon Video
Communicate Lesson Objective:	Students identify different conflict styles—Conflict Avoider, Solution Finder, and Conflict Controller—and evaluate the costs and benefits associated with each style.
Teach Content:	Explain to students that part of creating a positive classroom community is being able to resolve the conflicts that inevitably arise.

Introduce everyday conflicts.

Explain that everyone has a different idea of what conflict is, and ask students what they consider as conflict.

Conflicts can be arguments, disagreements, physical fights.

Ask the class for examples of conflicts they have seen in their daily lives, and write them on the board.

Examples include arguing with a sibling over sharing, not wanting a friend to borrow an item, getting upset if someone talks behind my back, disagreeing about where the ball landed in Four Square, fighting with someone who has been bullying my friend.

Discuss how conflict is a big part of life. Conflict is fairly common, necessary, and can even be positive.

Conflict helps us realize something needs to change or that someone isn't happy with a particular situation; it can bring people closer together when resolved; it gives people the opportunity to share their feelings.

Ask students for examples of the different ways their friends, parents, teachers, coaches, siblings, and grandparents handle conflict.

People may ignore it, yell and get upset, express themselves calmly, listen well, have a difficult time compromising.

Discuss how our attitudes and reactions to conflict can be either helpful or hurtful.

Discuss the first of three conflict styles—the Turtle (Conflict Avoider).

What are some characteristics of a turtle?

It is slow, doesn't want any problems, hides when scared.

How would a turtle resolve conflict?

It would hide or avoid conflict.

Discuss the second conflict style—the Owl (Solution Finder).

What are some characteristics of an owl?

It's studious, careful, a thinker, smart, a problem-solver.

How would an owl resolve conflict?

It would think of different ways to solve a problem; it would be thoughtful and try to come up with a solution that helps everyone.

Discuss the third conflict style—the Shark (Conflict Controller).

What are some characteristics of a shark?

It's forceful, domineering, scary, always tries to win.

How would a shark resolve conflict?

It would use physical force, take control of the situation, push to win the conflict.

<p>Practice Content:</p>	<p>Discuss that while there isn't just one way to resolve conflict, the Owl's strategy is often, but not always, the best.</p> <p>Distribute an Animals of Conflict Worksheet to each student.</p> <p>Use the Teacher Reference Guide as an aid for the following discussion.</p> <p>Focus on the Turtle: Give an example of when this strategy may be best, and give students a minute to fill in what Conflict Avoiders do when faced with conflict.</p> <p>Ask students what would be the best thing to do if a bully on their street is threatening them.</p> <p><i>I would walk away.</i></p> <p>In this situation, it is appropriate to be a Turtle, or Conflict Avoider.</p> <p>Invite students to write down, then share, their ideas of what a Conflict Avoider might do to resolve conflict.</p> <p><i>He or she can walk away, change the subject, avoid bringing up a certain topic.</i></p> <p>Focus on the Owl: Give an example of when this strategy may be best, and give students a minute to fill in what Solution Finders do when faced with conflict.</p> <p>Explain that sometimes people work together to find a solution that makes everyone happy.</p> <p><i>If two friends are arguing about wanting to see different movies, what might they do?</i></p> <p><i>They could solve the problem together or find a compromise, such as seeing one movie this week and the other next week.</i></p> <p><i>In this situation, it is appropriate to be an owl, or a Solution Finder.</i></p> <p>Invite students to write down, then share, their ideas of what a Solution Finder might do to resolve conflict.</p> <p><i>He or she can talk with the other person about the disagreement, state his or her feelings, listen, ask questions, work toward a compromise, use humor.</i></p> <p>Focus on the Shark: Give an example of when this strategy may be best, and give students a minute to fill in what Conflict Controllers do when faced with conflict.</p> <p>Explain that sometimes people just want their own way.</p> <p>Give an example of a time when it's appropriate to be a Shark because a situation would otherwise be unsafe.</p> <p><i>When a younger sibling wants to play in the street and the older one doesn't because it's dangerous, what can they do?</i></p> <p><i>The older sibling can take control and tell the younger one, "We're not playing in the street, and that's it."</i></p> <p>Invite students to write down, then share, their ideas of what a Conflict Controller might do to resolve conflict.</p>
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They try to “win” at any cost, get physical (hit, push), yell, criticize, interrupt, threaten, refuse to give in, bully others.

Explain that different situations call for different conflict resolution styles (the lower part of the worksheet).

Instruct the class to write some situations on the bottom half of their worksheet that would suit each type of conflict style.

Who can give some examples of the three styles?

I’d be a Conflict Avoider when the conflict is too hot to handle, there’s a danger of physical threat, tempers are flaring.

I’d be a Solution Finder when I can talk calmly about the problem.

I’d be a Conflict Controller when someone needs firm guidance to behave safely.

Have students complete the Conflict-Style Comic Strips in diverse groups of three to four, identifying which conflict style is represented.

Reminder: Before distributing the strips, cut off the titles on each page so students don’t see the name of the comic or know which conflict style is associated with each.

Give each group one set of **Conflict-Style Comic Strips** (Owen the Owl, Tyler the Turtle, Shay the Shark).

In each comic, the main character is handling a situation as a Conflict Avoider (Turtle), Solution Finder (Owl), or Conflict Controller (Shark). It’s your group’s job to identify which comic is portraying which strategy.

As students work, encourage them to think about which clues are leading them to their decisions.

For Owen the Owl:

What was the conflict between Owen and Mia?

They both wanted to play basketball, but there was room for only one more player.

How did they resolve the conflict?

They took turns; they played rock-paper-scissors to decide who would go first.

What type of problem-solving approach did Owen use?

An Owl approach—the Solution Finder.

Were there any benefits to resolving the conflict this way?

Owen and Mia each got to play; they both felt good about the solution.

Were there any costs?

They couldn’t play together because there was room for only one of them.

Do you think this was the best way to resolve the conflict?

Yes, because they both were happy; they could have also chosen a different activity to do together.

For Shay the Shark:

What was the conflict with Shay and Jordan?

	<p><i>They disagreed on which movies to watch during a sleepover.</i></p> <p>How did they resolve the conflict?</p> <p><i>Jordan tried to compromise by suggesting they watch both movies; Shay didn't want to compromise and ended up telling Jordan they wouldn't watch her movie.</i></p> <p>What type of problem-solving approach did Shay use?</p> <p><i>A Shark approach—the Conflict Controller.</i></p> <p>Were there any benefits to resolving the conflict this way?</p> <p><i>Shay got to watch what she wanted.</i></p> <p>Were there any costs?</p> <p><i>Shay didn't compromise; Shay controlled the situation; Jordan wasn't happy, and didn't get to watch her movie.</i></p> <p>Do you think this was the best way to resolve the conflict?</p> <p><i>No, Jordan was upset and may not want to sleep over at Shay's house again because she didn't compromise.</i></p> <p>For Tyler the Turtle:</p> <p>What was the conflict with Tyler?</p> <p><i>Jeremy brought cookies to school, but Tyler didn't get one because someone took two; Tyler didn't speak up and say he wanted a cookie.</i></p> <p>How did Tyler resolve the conflict?</p> <p><i>He let the student have two cookies; he didn't want to cause any problems.</i></p> <p>What type of problem-solving approach did Tyler use?</p> <p><i>A Turtle approach—the Conflict Avoider.</i></p> <p>Were there any benefits to resolving the conflict this way?</p> <p><i>Tyler avoided a situation that was uncomfortable for him.</i></p> <p>Were there any costs?</p> <p><i>Tyler didn't speak up; he was disappointed because he didn't get a cookie.</i></p> <p>How could Tyler have handled the conflict differently?</p> <p><i>He could have spoken up and said he wanted a cookie when Jeremy asked him.</i></p>
Summarize:	<p>Discuss the activity:</p> <p>What did you learn about conflict and resolution?</p> <p>Does everyone define conflict or resolve it the same way?</p> <p>Do you think conflict is always good or bad?</p> <p><i>Good or bad often depends on how the conflict is handled.</i></p> <p>When is conflict beneficial?</p> <p><i>It is helpful when I learn something about a person, when I come up with a solution that benefits others and me, when it stimulates new thoughts about an issue, when I get along better with others.</i></p>
Close:	<p>I hope you learned about yourself and the three approaches to conflict. Whether you are the avoider, the solution finder, or the conflict controller,</p>

	<p>regardless of what method you use, I want you to know that conflict is not always bad and it could be beneficial. The important thing is that when we are involved in conflict make sure you learn something about someone. You may come up with solutions that benefit you and someone else. Maybe you can come up with ideas someone has not thought about. Most importantly, I hope that by learning about conflict resolution, you can get along better with others. Thank you!</p>
<p>Data Collection Plan – <i>For multiple lessons in a unit, this section only needs be completed once</i></p>	
<p>Participation Data:</p>	
<p>Anticipated number of students:</p>	<p>All students in 4th Grade</p>
<p>Planned length of lesson(s):</p>	<p>30 minutes</p>
<p>Mindsets & Behaviors Data:</p>	
<ul style="list-style-type: none"> ▪ Pre-test administered before first lesson ▪ Post-test administered after lesson (if standalone) or after last lesson of unit/group session ▪ Pre-/post-assessment attached 	
<p>Outcome Data: (choose one)</p>	
<p><input type="checkbox"/> Achievement (describe):</p> <p><input type="checkbox"/> Attendance (describe):</p> <p><input checked="" type="checkbox"/> Discipline (describe): Will review bully incidents for reported bullying incidents. Will make comparisons between time frames comparing the numbers between this year and previous years</p>	
<p>Links to videos / and Slide presentations:</p>	
<p>Intro Google Slides Story and Discussion Google Slides Skills Practice Google Slides Activity Google Slides Wrap up Google Slides</p>	
<p>References to literature or resources:</p>	
<p>Sanford Harmony Alignment Guide Sanford Harmony Elementary Select Program</p>	



5th Grade Cultural Proficiency Lesson Plan

Lesson Plan for	Privilege
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School Counselor:	Joyce Toledo
Target Audience:	5th Grade Students
ASCA Mindsets and Behavior Standards:	<ul style="list-style-type: none"> ● M 3: Sense of belonging in the school environment ● B-SS 4: Demonstrate empathy
Teaching Tolerance Social Justice Standards:	<ul style="list-style-type: none"> ● Justice 14 JU.3-5.14: I know that life is easier for some people and harder for others based on who they are and where they were born.
Casel’s SEL Framework	<p>Self-Awareness Competencies:</p> <ul style="list-style-type: none"> ● Identifying personal, cultural, and linguistic assets <p>Social Awareness Competencies:</p> <ul style="list-style-type: none"> ● Identifying diverse social norms, including unjust ones <p>Relationship Skills Competencies:</p> <ul style="list-style-type: none"> ● Demonstrating cultural competency <p>Responsible Decision-Making Competencies:</p> <ul style="list-style-type: none"> ● Reflecting on one’s role to promote personal, family, and community well-being ● Evaluating personal, interpersonal, community, and institutional impacts
Common Core State English Language Arts Standards	<p>SL.5.1: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 5 topics and texts, building on others' ideas and expressing their own clearly.</p> <p>SL.5.2: Summarize a written text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.</p> <p>SL.5.3: Summarize the points a speaker makes and explain how each claim is supported by reasons and evidence.</p>
California Ed Code	SB-48 Pupil instruction: prohibition of discriminatory content (FAIR Education Act)
Lesson	1 Of 1

Learning Objective(s)/Competency	
Students will:	Define the word “ privilege.”

Students will:	Be able to give examples of different privileges
Students will:	Demonstrate how the money we earn can determine what privileges we have
Materials:	
Teaching Tolerance (Adapted) Skills Practice Worksheet-1 Skills Practice Worksheet-2 A Powerful Lesson about Privilege Japanese Menu Darcy's Menu Felipe's Menu Stone Harbor Menu Yamas Menu Canvas Learning Management System	
Evidence Base:	
<input type="checkbox"/> Best Practice <input type="checkbox"/> Action Research <input checked="" type="checkbox"/> Research-Informed <input type="checkbox"/> Evidence-Based	
Background for teachers on the teaching of the lesson:	
It is sometimes difficult for children to understand that not all children have access to the same opportunities they have regarding dining out, participating in extracurricular activities, vacations or receiving allowances based on different privileges, such as economic wealth, race, etc.	
Description of the lesson:	
There are stark differences in economic and social wealth between families. Teaching students about the value of money and how race is important in helping them to understand that although their families might be financially and socially comfortable, many other families are struggling. This is a way for even the youngest of children to see how privileged they are.	
Procedure: Describe how you will:	
Introduce:	<p>Students discuss how different people have different types of privileges.</p> <p>Play 5 Finger Game as a Warm Up: Students hold up five fingers, depending on the prompts, if the statement is true, they are to put down one finger. If they have a certain number of fingers up at the end of the game, this is an example of some privileges they may have and not know.</p> <p>Prompts: Put one finger down if....</p> <ul style="list-style-type: none"> You don't live in a two parent household

	<ul style="list-style-type: none"> ● You have gone to the grocery store and couldn't find an ingredient you were looking for, for a specific cultural dish ● The primary language spoken in your home is NOT English ● You have been called a racial name because of the way you look ● You have been diagnosed as having a mental or physical disability/illness ● You ever had to worry about a Band-Aid color not matching your skin tone ● You can name at least three TV shows where there is a character who looks like you/resembles you ● You don't feel comfortable walking home late at night ● You had/have less than 25 books in your household growing up ● You were ever uncomfortable about a comment you overheard related to your race, gender, appearance, religion, etc.
<p>Communicate Lesson Objective:</p>	<p>Students discuss how certain privileges provide certain types of people some advantages that they may not always recognize.</p>
<p>Teach Content:</p>	<p>Today, we are going to start off with defining what is privilege? A privilege is a special right, advantage or immunity granted to a particular person or group of people.</p> <p>We are going to go over some examples of privileges, such as having books, electricity, having reliable transportation, having food to eat (3 meals a day), having clean clothes, having technology equipment, having clean water to drink, having a Band-aid that matches your skin color, not worried about being called names based on the way you look, and feeling safe to walk around the neighborhood at night.</p> <p>These are just some examples of privileges and do not encompass all the privileges around the world. There are privileges that have to do with race, money and the things that money can buy you.</p> <p>Next we are going to watch a short video to give you some insights on privilege. (Play A Powerful Lesson about Privilege video)</p> <p>From the video you can see...</p> <ul style="list-style-type: none"> ● Privilege appears unfair only to those who may not have the privilege ● The people who have the privilege may not be aware they have it ● Based on the lesson the teacher gave, people were given certain

	privileges for no particular reason other than sitting in the front of the class. This is similar to race, religion, gender, etc. because some groups of people are given certain privileges based on how they were born (race & gender) or even what religion they identify with.
Practice Content:	<p>Let's Make Cents of Privilege</p> <p>-Minimum wage is approximately \$12 and some people make more or less than that.</p> <p>-Pick one menu, there are 5 menus. What you are going to do is pick one appetizer to share and two meals for you and a friend. Pick a total of three items.</p> <p>-Then, I want you to think about how much it will cost to purchase those items. I will tell you how much money you will be earning per hour. I will be basing this solely on the month you were born.</p> <p>-Total up the cost for your three items. Then complete the worksheet for this activity.</p>
Summarize:	<p>Today you learned...</p> <ul style="list-style-type: none"> ● The definition of privilege ● Examples of privilege ● How the money we earn can determine what privileges we have
Close:	Please take the post-test to see if you learned what I said you were going to learn.
Data Collection Plan – <i>For multiple lessons in a unit, this section only needs be completed once</i>	
Participation Data:	
Anticipated number of students:	All students in 5th grade
Planned length of lesson(s):	30 minutes
Mindsets & Behaviors Data:	
<ul style="list-style-type: none"> ▪ Pre-test administered before first lesson ▪ Post-test administered after lesson (if standalone) or after last lesson of unit/group session ▪ Pre-/post-assessment attached 	
Outcome Data: (choose one)	
<input type="checkbox"/> Achievement (describe):	

- Attendance (describe):
- Discipline (describe): Will review bully incidents for reported bullying incidents. Will make comparisons between time frames comparing the numbers between this year and previous years

Links to videos / and Slide presentations:

- [Introduction Video/Google Slides](#)
- [Story and Discussion Video/ Google Slides](#)
- [Activity 1/ Activity 2](#)
- [Wrap Up Video/ Google Slides](#)

References to literature or resources:

- [Teaching Tolerance](#)
- [Critical Practices](#)

6th Grade Cultural Proficiency Lesson Plan

Lesson Plan for	Introduction to Diversity, Diversity Beliefs and Values	
School Counselor:	Lindsey Morris	
Target Audience:	6th Grade Students	
ASCA Mindsets and Behavior Standards:	<ul style="list-style-type: none"> ● M 3: Sense of belonging in the school environment ● B-SS 2.: Create positive and supportive relationships with other students 	
Teaching Tolerance Social Justice Standards:	<ul style="list-style-type: none"> ● Identity 3 ID.6-8.3: I know that overlapping identities combine to make me who I am and that none of my group identities on their own fully defines me or any other person. ● Identity 4 ID.6-8.4: I feel good about my many identities and know they don't make me better than people with other identities. ● Diversity 6 DI.6-8.6: I interact with people who are similar to and different from me, and I show respect to all people. 	
Casel's SEL Framework	<p>Self-Awareness Competencies:</p> <ul style="list-style-type: none"> ● Integrating personal and social identities ● Identifying personal, cultural, and linguistic assets <p>Social Awareness Competencies:</p> <ul style="list-style-type: none"> ● Identifying diverse social norms, including unjust ones ● Understanding the influences of organizational/systems on behavior <p>Relationship Skills Competencies:</p> <ul style="list-style-type: none"> ● Demonstrating cultural competency <p>Responsible Decision-making Competencies:</p> <ul style="list-style-type: none"> ● Reflecting on one's role to promote personal, family, and community well-being ● Evaluating personal, interpersonal, community, and institutional impacts 	
Common Core State English Language Arts Standards	<p>SL.6.1: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 6 topics, texts, and issues, building on others' ideas and expressing their own clearly.</p> <p>SL.6.2: Interpret information presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how it contributes to a topic, text, or issue under study.</p> <p>SL.6.3: Delineate a speaker's argument and specific claims, distinguishing claims that are supported by reasons and evidence from claims that are not.</p>	
California Ed Code	SB-48 Pupil instruction: prohibition of discriminatory content (FAIR Education Act)	

Lesson	1	Of	1
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Learning Objective(s)/Competency	
Students will:	Identify parts of their identity
Students will:	Understand how their identities and experiences influence their beliefs
Students will:	Define what is privilege and diversity
Materials:	
Building Community and Combating Hate (adapted) Canvas Learning Management System	
Evidence Base:	
<input type="checkbox"/> Best Practice <input type="checkbox"/> Action Research <input checked="" type="checkbox"/> Research-Informed <input type="checkbox"/> Evidence-Based	
Background for teachers on the teaching of the lesson:	
<p>Building Community and Combating Hate: Lessons for the Middle School Classroom includes a set of ten lessons for middle school educators or youth service professionals to use within their existing curriculum. The lessons reinforce concepts discussed throughout the Partners Against Hate publication Program Activity Guide: Helping Youth Resist Bias and Hate, 2nd edition. The lessons explore the following four themes that encourage individual and collective reflection, research, and action:</p> <ul style="list-style-type: none"> ● interpersonal communication/conflict resolution, ● the escalation of hate and violence, ● the consequences of scapegoating and bias in history, and ● the rights, challenges and responsibilities of living in a democracy. <p>The first theme, interpersonal communication/conflict resolution, assists students in recognizing how diverse perspectives influence the ways in which people view and respond to conflict. The second theme, the escalation of hate and violence, helps build an understanding of the continuum of hate and violence, with an emphasis on the ways that individual and collective choices counter or interrupt this escalation. The third theme, the consequences of scapegoating and bias in history, examines events in history as a means of exploring the dangers of scapegoating in times of crisis. Finally, the fourth theme considers the rights, challenges, and responsibilities of living in a democracy.</p> <p>This publication was born out of the Partners Against Hate’s desire to reach students grappling with issues and fears raised by the events of September 11, 2001. While we saw an unprecedented</p>	

unification of the majority of our citizens in assisting and supporting one another during the hours, days, and weeks following the attacks, we also, unfortunately, witnessed many bias incidents and hate crimes perpetrated against people perceived to be Arab or Muslim. Educators, parents, and others who work with youth sought resources to answer the many questions that these events provoked. Now, more than ever, young people must be provided with an understanding of the escalating nature of hate and violence and the dangers of allowing stereotyping and prejudice to go unchecked.

Description of the lesson:

To examine the similarities and differences that exist among people and to develop a working definition of diversity. To learn that people have different beliefs and values from one another.

Procedure: Describe how you will:

Introduce:	Review Key Questions.
Communicate Lesson Objective:	<p>What are the parts of your identity?</p> <p>How have your identities and experiences influenced your beliefs?</p> <p>What is privilege and diversity?</p>
Teach Content:	<p>Discuss parts of your identity::</p> <p>There are several parts of your identity that intersect each other to make you who you are.</p> <ul style="list-style-type: none"> ● How you view yourself ● How society views you <p>Activity (Practice Content)</p> <p>How have your identities and experiences influenced your beliefs?</p> <p>Pick one aspect of your identity.</p> <ul style="list-style-type: none"> ● What experiences have you had in your life because of it? ● How does society treat you because of it? ● How have those experiences impacted your beliefs? ● How would your life change if this part of your identity was different? <ul style="list-style-type: none"> ○ would it be worse? <p>What is privilege?</p> <p>The parts of your identity that society sees as “better”, which allow you to have access to more things.</p>

	<p>Having privilege is not bad; it’s what you do with it that matters.</p> <p>What is diversity?</p> <ul style="list-style-type: none"> • Celebrating each aspect of everybody’s identity. • Realizing the “different” does not mean “worse”
Practice Content:	<p>Parts of your identity (will change throughout your life) Activity:</p> <p>Choose five things from the list that makes you who you are:</p> <p>Race or Skin Color Ethnicity Culture (customs, art, traditions, rules) Immigration Status Physical Appearance (height, weight, skin tone) Disability (mental and physical) Sex or Gender (identity and expression) Sexual Orientation Socio-Economic Status (income level) Military or Veteran affiliation Marital / Family Status Language Location Religion Age</p>
Summarize:	Remember, it is not bad to have privilege. It is understanding where you do have it and where you don’t have it using it to lift others up and celebrating every single person.
Close:	Now, before you go take one more survey to show what you learned today.
Data Collection Plan – <i>For multiple lessons in a unit, this section only needs be completed once</i>	
Participation Data:	
Anticipated number of students:	All students in 6th grade
Planned length of lesson(s):	30 minutes
Mindsets & Behaviors Data:	
<ul style="list-style-type: none"> ▪ Pre-test administered before first lesson ▪ Post-test administered after lesson (if standalone) or after last lesson of unit/group session ▪ Pre-/post-assessment attached 	
Outcome Data: (choose one)	

- Achievement (describe):
- Attendance (describe):
- Discipline (describe): Will review bully incidents for reported bullying incidents. Will make comparisons between time frames comparing the numbers between this year and previous years

Links to videos / and Slide presentations:

[Introduction to Diversity and Diversity of Beliefs and Values Google Slides](#)

[Introduction Video](#)

[Lesson Video](#)

[Wrap-up Video](#)

References to literature or resources:

[Helping Youth Resist Bias and Hate](#)

7th Grade Cultural Proficiency Lesson Plan

Lesson Plan for	Stereotypes, Prejudice, Name Calling, Misinformation/Rumors
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School Counselor:	Jessica Sandoval
Target Audience:	7th Grade Students
ASCA Mindsets and Behavior Standards:	<ul style="list-style-type: none"> ● M 3: Sense of belonging in the school environment ● B-SS 2.: Create positive and supportive relationships with other students ● B-SS 5.: Demonstrate ethical decision making and social responsibility
Teaching Tolerance Social Justice Standards:	<ul style="list-style-type: none"> ● Justice 11 JU.6-8.11: I relate to people as individuals and not representatives of groups, and I can name some common stereotypes I observe people using. ● Action 17 AC.6-8.17: I know how to stand up for myself and for others when faced with exclusion, prejudice and injustice ● Action 19 AC.6-8.19: I will speak up or take action when I see unfairness, even if those around me do not, and I will not let others convince me to go along with injustice.
Casel's SEL Framework	<p>Self-Awareness Competencies:</p> <ul style="list-style-type: none"> ● Examining prejudices and biases <p>Relationship Skills Competencies:</p> <ul style="list-style-type: none"> ● Demonstrating cultural competency ● Resolving conflicts constructively ● Resisting negative social pressure ● Seeking or offering support and help when needed <p>Responsible Decision-Making Competencies:</p> <ul style="list-style-type: none"> ● Identifying solutions for personal and social problems ● Reflecting on one's role to promote personal, family, and community well-being
Common Core State English Language Arts Standards	<p>SL.7.1: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly.</p> <p>SL.7.2: Analyze the main ideas and supporting details presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how the ideas clarify a topic, text, or issue under study.</p> <p>SL.7.3: Delineate a speaker's argument and specific claims, evaluating the soundness of the reasoning and the relevance and sufficiency of the evidence.</p>
California Ed Code	SB-48 Pupil instruction: prohibition of discriminatory content (FAIR Education Act)

Learning Objective(s)/Competency	
Students will:	Examine how people develop stereotypes and how stereotypes can lead to prejudice
Students will:	Examine the effects of name-calling and how to appropriately respond to it
Students will:	Explore the consequences of misinformation and rumors
Materials:	
Building Community and Combating Hate (adapted) Name-calling video The Game of Telephone video Canvas Learning Management System	
Evidence Base:	
<input type="checkbox"/> Best Practice <input type="checkbox"/> Action Research <input checked="" type="checkbox"/> Research-Informed <input type="checkbox"/> Evidence-Based	
Background for teachers on the teaching of the lesson:	
<p>Building Community and Combating Hate: Lessons for the Middle School Classroom includes a set of ten lessons for middle school educators or youth service professionals to use within their existing curriculum. The lessons reinforce concepts discussed throughout the Partners Against Hate publication Program Activity Guide: Helping Youth Resist Bias and Hate, 2nd edition. The lessons explore the following four themes that encourage individual and collective reflection, research, and action:</p> <ul style="list-style-type: none"> ● interpersonal communication/conflict resolution, ● the escalation of hate and violence, ● the consequences of scapegoating and bias in history, and ● the rights, challenges and responsibilities of living in a democracy. <p>The first theme, interpersonal communication/conflict resolution, assists students in recognizing how diverse perspectives influence the ways in which people view and respond to conflict. The second theme, the escalation of hate and violence, helps build an understanding of the continuum of hate and violence, with an emphasis on the ways that individual and collective choices counter or interrupt this escalation. The third theme, the consequences of scapegoating and bias in history, examines events in history as a means of exploring the dangers of scapegoating in times of crisis. Finally, the fourth theme considers the rights, challenges, and responsibilities of living in a democracy.</p>	

This publication was born out of the Partners Against Hate’s desire to reach students grappling with issues and fears raised by the events of September 11, 2001. While we saw an unprecedented unification of the majority of our citizens in assisting and supporting one another during the hours, days, and weeks following the attacks, we also, unfortunately, witnessed many bias incidents and hate crimes perpetrated against people perceived to be Arab or Muslim. Educators, parents, and others who work with youth sought resources to answer the many questions that these events provoked. Now, more than ever, young people must be provided with an understanding of the escalating nature of hate and violence and the dangers of allowing stereotyping and prejudice to go unchecked.

Description of the lesson:

To examine how people develop stereotypes and to consider how stereotypes can lead to prejudice. To explore the concept of prejudice and to consider the unfairness of judging people on the basis of characteristics over which they have no control. To examine the consequences of using stereotypical labels to describe people and to consider appropriate responses to name-calling when it occurs.

Procedure: Describe how you will:

Introduce:	In this module, we are going to talk about Social Justice. Before we get started, there are a few questions I want you to answer (Students take Pre-test).
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Communicate Lesson Objective:	<ol style="list-style-type: none"> 1. To examine how people develop stereotypes and how stereotypes can lead to prejudice. 2. To examine the effects of name-calling and how to appropriately respond to it. 3. To explore the consequences of misinformation and rumors.
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Teach Content:	<p>Now, I want you to complete the next activity by answering the following questions:</p> <ul style="list-style-type: none"> ● What are the first thoughts that come to your mind when you think of a cheerleader? ● What are the first thoughts that come to your mind when you think of construction workers? <p>Stereotypes:</p> <ul style="list-style-type: none"> ● Are all the characteristics that you wrote down for each role accurate? ● Some could be assumptions: <ul style="list-style-type: none"> ○ For example, not all cheerleaders are female and not all construction workers are male. ○ Assumptions are ideas that we believe are true without
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confirmation.

- Assumptions can cause people to develop stereotypes.

- **Stereotype:** is an oversimplified generalization about a person or group of people without regard for individual differences.
- Even positive assumptions of other people can create negative consequences. For example, if people held the assumption that all cheerleaders are honor students, then someone who is not an honor student may not feel qualified to participate.

Discussion Questions:

1. Now that we went over assumptions and stereotypes, are you reconsidering any of your original responses about cheerleaders and construction workers?
2. Do any of your responses appear to be a result of some stereotypes that you did not know you had?

Prejudice:

- **Prejudice-** is prejudging or making a decision about a person or group of people without sufficient knowledge.
 - This is frequently based on stereotypes.
 - Prejudice is often a result of judging a person or group on the basis of things over which they have no control (like skin color, height, gender, and so on)

Discussion Question 2:

1. Do you think it is fair to judge people based on characteristics they cannot control?

Name-calling:

- Sometimes stereotypes can lead to name-calling
- Name-calling can have life-time effects such as low self-esteem, depression and anger

Discussion Question #3

1. What name(s) have you been called before and how did it make you feel?

Watch Name-calling Video

Responding to Name Calling

- Some ways that you can respond to name calling:
 - 1. Ignore the person
 - 2. Suggest the person get to know you before they make assumptions

	<ul style="list-style-type: none"> ○ 3. Asking a trusted adult for help if the name-calling continues <p>Misinformation and Rumors</p> <ul style="list-style-type: none"> ● Information and stories are frequently passed from person to person. ● What are some possible reasons a story changes as it is repeated? <ul style="list-style-type: none"> ○ People tend to remember sharp details and forget those that were less clear. ○ People fill in gaps to make a story more believable or closer to what they think it should be. ○ People exaggerate to make a story funnier or more interesting than it really is. ● What influences how we hear and interpret information? <ul style="list-style-type: none"> ○ Our experiences, interests, and perspectives ● Rumor: a currently circulating story or report of uncertain or doubtful truth. <p>Watch The Game of Telephone Video</p> <p>Discussion Question #4</p> <ol style="list-style-type: none"> 1. What harm can come from believing a rumor and what harm can come from repeating a rumor? <p>Responding to Rumors</p> <ul style="list-style-type: none"> ● Look for first hand sources (try to only believe it if you hear it directly from the people involved in any given situation). ● Avoid repeating any information that you did not directly witness happen.
Practice Content:	<p>Discussion Questions #1 Discussion Questions #2 Discussion Question #3 Discussion Question #4</p>
Summarize:	<ol style="list-style-type: none"> 1. The meaning of stereotypes and how stereotypes can lead to prejudice. 2. The effects of name-calling and how to appropriately respond to it. 3. Explored the consequences of misinformation and rumors
Close:	<p>Provide resources. If you have any questions, please feel free to reach out to your School Counselor. Please take the post-test next.</p>
<p>Data Collection Plan – <i>For multiple lessons in a unit, this section only needs be completed once</i></p>	

Participation Data:	
Anticipated number of students:	All students in 7th grade
Planned length of lesson(s):	30 minutes
Mindsets & Behaviors Data:	
<ul style="list-style-type: none"> ▪ Pre-test administered before first lesson ▪ Post-test administered after lesson (if standalone) or after last lesson of unit/group session ▪ Pre-/post-assessment attached 	
Outcome Data: (choose one)	
<input type="checkbox"/> Achievement (describe): <input type="checkbox"/> Attendance (describe): <input checked="" type="checkbox"/> Discipline (describe): Will review bully incidents for reported bullying incidents. Will make comparisons between time frames comparing the numbers between this year and previous years	
Links to videos / and Slide presentations:	
Stereotypes, Prejudice, Name-Calling, Misinformation/Rumors Google Slides Social Justice Video #1 Social Justice Video #2 Social Justice Video #3 Social Justice Video #4	
References to literature or resources:	
Helping Youth Resist Bias and Hate	

8th Grade Cultural Proficiency Lesson Plan

Lesson Plan for	Escalation of Hate, Personal Responsibilities	
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School Counselor:	Lorena Salter	
Target Audience:	8th Grade Students	
ASCA Mindsets and Behavior Standards:	<ul style="list-style-type: none"> ● M 3: Sense of belonging in the school environment ● B-SS 2.: Create positive and supportive relationships with other students ● B-SS 5.: Demonstrate ethical decision making and social responsibility 	
Teaching Tolerance Social Justice Standards:	<ul style="list-style-type: none"> ● Diversity 10 DI.6-8.10: I can explain how the way groups of people are treated today, and the way they have been treated in the past, shapes their group identity and culture. ● Justice 15 JU.6-8.15: I know about some of the people, groups and events in social justice history and about the beliefs and ideas that influenced them. ● Action 17 AC.6-8.17: I know how to stand up for myself and for others when faced with exclusion, prejudice and injustice ● Action 20 AC.6-8.20: I will work with friends, family and community members to make our world fairer for everyone, and we will plan and coordinate our actions in order to achieve our goals. 	
Casel's SEL Framework	<p>Self-Awareness Competencies:</p> <ul style="list-style-type: none"> ● Examining prejudices and biases <p>Relationship Skills Competencies:</p> <ul style="list-style-type: none"> ● Demonstrating cultural proficiency ● Standing up for the rights of others <p>Responsible Decision-Making Competencies:</p> <ul style="list-style-type: none"> ● Anticipating and evaluating the consequences of one's actions ● Recognizing how critical thinking skills are useful both inside and outside of school ● Reflecting on one's role to promote personal, family, and community well-being ● Evaluating personal, interpersonal, community, and institutional impacts 	
Common Core State English Language Arts Standards	<p>SL.8.1: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 8 topics, texts, and issues, building on others' ideas and expressing their own clearly.</p> <p>SL.8.2: Analyze the purpose of information presented in diverse media and formats (e.g., visually, quantitatively, orally) and evaluate the motives (e.g., social, commercial, political) behind its presentation.</p>	

	SL.8.3: Delineate a speaker's argument and specific claims, evaluating the soundness of the reasoning and relevance and sufficiency of the evidence and identifying when irrelevant evidence is introduced.		
California Ed Code	SB-48 Pupil instruction: prohibition of discriminatory content (FAIR Education Act)		
Lesson	1	Of	1

Learning Objective(s)/Competency	
Students will:	Examine the escalating nature of the hate and to consider the difficulty of stopping the progress once it begins
Students will:	Examine individual responsibilities in helping to stop the escalation of hate
Materials:	
Building Community and Combating Hate (adapted) Inclusion Starts with I Video Self-Reflection Handout Canvas Learning Management System	
Evidence Base:	
<input type="checkbox"/> Best Practice <input type="checkbox"/> Action Research <input checked="" type="checkbox"/> Research-Informed <input type="checkbox"/> Evidence-Based	
Background for teachers on the teaching of the lesson:	
<p>Building Community and Combating Hate: Lessons for the Middle School Classroom includes a set of ten lessons for middle school educators or youth service professionals to use within their existing curriculum. The lessons reinforce concepts discussed throughout the Partners Against Hate publication Program Activity Guide: Helping Youth Resist Bias and Hate, 2nd edition. The lessons explore the following four themes that encourage individual and collective reflection, research, and action:</p> <ul style="list-style-type: none"> ● interpersonal communication/conflict resolution, ● the escalation of hate and violence, ● the consequences of scapegoating and bias in history, and ● the rights, challenges and responsibilities of living in a democracy. <p>The first theme, interpersonal communication/conflict resolution, assists students in recognizing how diverse perspectives influence the ways in which people view and respond to conflict. The second</p>	

theme, the escalation of hate and violence, helps build an understanding of the continuum of hate and violence, with an emphasis on the ways that individual and collective choices counter or interrupt this escalation. The third theme, the consequences of scapegoating and bias in history, examines events in history as a means of exploring the dangers of scapegoating in times of crisis. Finally, the fourth theme considers the rights, challenges, and responsibilities of living in a democracy.

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Description of the lesson:

To examine the escalating nature of hate and to consider the difficulty of stopping the progression once it begins. To examine individual responsibility in helping to stop the escalation of hate.

Procedure: Describe how you will:

Introduce:	Before we get started on our Social Justice lesson, please take the pre-test
Communicate Lesson Objective:	<ol style="list-style-type: none"> 1. To examine the escalating nature of the hate and to consider the difficulty of stopping the progress once it begins. 2. To examine individual responsibility in helping to stop the escalation of hate.
Teach Content:	<p>Review Definitions:</p> <ul style="list-style-type: none"> ● Discrimination ● Genocide ● Hate Crime ● Prejudice ● Scapegoating ● Stereotype ● Violence <p>What is Discrimination?</p> <ul style="list-style-type: none"> ● Discrimination - the denial of justice and fair treatment.

- Examples

- Exclusion of a sports, event, clubs, classes.
- Denial to restaurants.

What is Genocide?

- **Genocide** - the systematic destruction or the attempted extermination of a group of people.

- Examples

- Holocaust
- Rwandan

What is Hate Crime?

- **Hate Crime** - a criminal act directed at an individual or property because of the victim's real or perceived race, ethnicity, gender, religion, nation origin, sexual orientation, or disability.

- Examples

- James Byrd: due to his race.
- Matthew Shepard: due to his sexual orientation.
- Lockers being tagged with offensive terms.

What is prejudice?

- **Prejudice** - a negative attitude toward a person or group formed without examining individual characteristics.

- Examples

- Pearl Harbor - Group Prejudices
- Adolf Hitler - Group Prejudices
- Zootopia Movie - Female Prejudice
- Social Media - Beauty Prejudice

What is scapegoating?

- **Scapegoating** - unfairly blaming an individual or group for circumstances that have varied causes.

- Example

- the LGBTQ community blamed for COVID-19.
- The only reason I got an F is because my little brother got in the way.

What is a stereotype?

- **Stereotype** - an oversimplified generalization about an entire group of people without regard to individual differences.

- Example

- People often refer to Asian Americans as "poor drivers" or "good at math".

	<ul style="list-style-type: none"> ■ People often refer to Hispanics and “beaners” or “immigrants” ■ People often refer to women as “weak”. ■ People believe all goths wear black. ■ Guys are messy and unclean. ■ Girls are terrible at sports. ■ Any guy who acts feminine “gay”. <p>What is violence?</p> <ul style="list-style-type: none"> ● Violence - an action that emotionally or physically harms individuals or communities. <ul style="list-style-type: none"> ○ Example <ul style="list-style-type: none"> ■ In 1997, the FBI documented 8,049 hate crimes based on race, religion, ethnicity, sexual orientation, and gender.
<p>Practice Content:</p>	<ol style="list-style-type: none"> 1. Match Activity: Match the word to the definition 2. Pyramid of Hate: Provide example, go through the example and escalation of hate 3. Are you part of the problem or are you part of the solution? (Have students think about) Have students reflect and take responsibility for where they stand. Mention to students that if they partook in the pyramid of hate, it is okay, in the sense that, now you know it is not okay and they can make a positive change moving forward. 4. Discussion Questions: Have students reflect and answer questions. <ul style="list-style-type: none"> ● What can individuals do to stop the escalation of hate? ● What can communities do to help? 5. Complete Self-Reflection Handout 6. Reflect on some factors that make it more likely to cause hate to escalate. (Think time, then go over examples) 7. Reflect on once someone’s action starts to move up the pyramid, “Do you think it is difficult to stop, why or why not.?” 8. Reflect “What are some things that can help the escalation of hate?” (Think time, then go over examples) 9. Play Inclusion starts with “I” video
<p>Summarize:</p>	<p>Personal Responsibility</p> <ul style="list-style-type: none"> ● Self-Reflect <ul style="list-style-type: none"> ○ Review your list. ○ How did you feel completing this handout? ○ Were you surprised by any of your answers? If so, why do you think you were surprised? ● Identify one item on your list that you want to work on in the coming

	<p>weeks.</p> <ul style="list-style-type: none"> ● Refer to the handout at any point to measure any improvements in that area.
Close:	We are going to wrap-up with post-test. Please reach out to your School Counselors if you want to speak with someone. (Provide resources)
Data Collection Plan – <i>For multiple lessons in a unit, this section only needs be completed once</i>	
Participation Data:	
Anticipated number of students:	All students in 8th grade
Planned length of lesson(s):	30 minutes
Mindsets & Behaviors Data:	
<ul style="list-style-type: none"> ▪ Pre-test administered before first lesson ▪ Post-test administered after lesson (if standalone) or after last lesson of unit/group session ▪ Pre-/post-assessment attached 	
Outcome Data: (choose one)	
<input type="checkbox"/> Achievement (describe): <input type="checkbox"/> Attendance (describe): <input checked="" type="checkbox"/> Discipline (describe): Will review bully incidents for reported bullying incidents. Will make comparisons between time frames comparing the numbers between this year and previous years	
Links to videos / and Slide presentations:	
Escalation of Hate, Personal Responsibilities Google Slides Introduction Video Lesson Video #2 Lesson Video #3 Lesson Video #4 Lesson Video #5 Lesson Video #6 Lesson Video #7 Lesson Video #8 Lesson Video #9 Lesson Video #10 Lesson Video #11	

References to literature or resources:

[Helping Youth Resist Bias and Hate](#)



9-12th Grade Cultural Proficiency Lesson Plan

Lesson Plan for	My Multicultural Self	
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School Counselor:	Laura Liegler, Erika Fairweather, Jeannette Brennan, Kelly Waugh
Target Audience:	9th-12th Grade Students
ASCA Mindsets and Behavior Standards:	<ul style="list-style-type: none"> ● M 3: Sense of belonging in the school environment ● B-SS 2.: Create positive and supportive relationships with other students
Teaching Tolerance Social Justice Standards:	<ul style="list-style-type: none"> ● Identity 2 ID.9-12.2: I know my family history and cultural background and can describe how my own identity is informed and shaped by my membership in multiple identity groups. ● Identity 4 ID.9-12.4: I express pride and confidence in my identity without perceiving or treating anyone else as inferior.
Casel’s SEL Framework	<p>Self-Awareness Competencies:</p> <ul style="list-style-type: none"> ● Integrating personal and social identities ● Identifying personal, cultural, and linguistic assets <p>Relationship Skills Competencies:</p> <ul style="list-style-type: none"> ● Demonstrating cultural competency <p>Responsible Decision-Making Competencies:</p> <ul style="list-style-type: none"> ● Recognizing how critical thinking skills are useful both inside and outside of school ● Reflecting on one’s role to promote personal, family and community well-being
Common Core State English Language Arts Standards	<p>SL.9-10.1: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 9-10 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively.</p> <p>SL.9-10.2: Integrate multiple sources of information presented in diverse media or formats (e.g., visually, quantitatively, orally) evaluating the credibility and accuracy of each source.</p> <p>SL.9-10.3: Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, identifying any fallacious reasoning or exaggerated or distorted evidence.</p> <p>SL.11-12.1: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11-12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively.</p>

	<p>SL.11-12.2: Integrate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions and solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.</p> <p>SL.11-12.3: Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, assessing the stance, premises, links among ideas, word choice, points of emphasis, and tone used.</p>		
California Ed Code	SB-48 Pupil instruction: prohibition of discriminatory content (FAIR Education Act)		
Lesson	1	Of	1

Learning Objective(s)/Competency	
Students will:	Identify at least five facets of their multicultural selves
Students will:	Reflect on how any one identity facet shapes the way they view the world
Students will:	Understand the many reasons that miscommunication can occur
Materials:	
Teaching Tolerance My Multicultural Self Canvas Learning Management System	
Evidence Base:	
<input type="checkbox"/> Best Practice <input type="checkbox"/> Action Research <input checked="" type="checkbox"/> Research-Informed <input type="checkbox"/> Evidence-Based	
Background for teachers on the teaching of the lesson:	
<p>Before endeavoring to develop cultural knowledge and awareness about others, we must first uncover and examine personal social and cultural identities. Guided self-reflection allows us to better understand how social group memberships inform who we are. This exercise is an important vehicle in any peer conflict mediation program to help students embrace the concept of being culturally responsive and culturally sensitive.</p>	
Description of the lesson:	
In today's multicultural schools and classrooms, resolving conflict means being culturally aware.	
Procedure: Describe how you will:	

<p>Introduce:</p>	<p>What is culture? It is a shared system of meanings, beliefs, values and behaviors through which we interpret our experiences. Culture is learned, collective and changes over time. Culture is generally understood to be "what we know that everyone like us knows."</p> <p>The following exercise explores the roots of cultural learning by naming aspects of identity important to each individual. It highlights the multiple dimensions of our identities and addresses the importance of self-identification.</p>
<p>Communicate Lesson Objective:</p>	<p>Students discuss how certain privileges provide certain types of people some advantages that they may not always recognize.</p>
<p>Teach Content:</p>	<p>Step One:</p> <p>The teacher should complete a handout in advance to serve as a model for students. Use an overhead or simply draw your multicultural self-components on the chalkboard. Example:</p> <p>Mrs. Fattori</p> <p>Mother – Teacher – Buddhist – Biracial – Marathon Runner</p> <p>Share how each of your identity bubbles is a lens through which you see the world. Mrs. Fattori might share, for instance, that when she became a mother she became stronger and more sensitive, stronger for having made and given life as well as knowing she would do anything to protect her child. But she also became more sensitive to young life of all kinds around her, whether it be other children, nature or a student just learning to love a certain academic subject.</p>
<p>Practice Content:</p>	<p>Step Two:</p> <p>Distribute a handout to each student and give the following directions: "Place your name in the center figure. Use the identity bubbles to name aspects of yourself that are important in defining who you are."</p> <p>Allow students time to silently reflect on what they have written. Invite them to form pairs and share why the descriptors they chose are important to them. If time permits, invite pairs to introduce one another to the class.</p> <p>For middle school/high school students:</p> <p>Form small groups around the same or similar descriptors, i.e.. daughters, softball players, band members. Discuss similarities and differences among</p>

	<p>those of the same "group."</p> <p>Step Three:</p> <p>Have students reflect on how each individual identity colors and shapes the way they view and interact with the world. The teacher can use her own identity shells to illustrate this concept. Mrs. Fattori, for example, might share how being biracial allows her to be a part of two worlds.</p> <p>When the teacher is sure that students understand this concept, discuss as a class or in small groups:</p> <p style="padding-left: 40px;">How would you feel if someone ignored one of your multicultural identity bubbles?</p> <p style="padding-left: 40px;">Can you see how ignoring one of your identity bubbles could cause miscommunication? Can anyone give an example?</p> <p style="padding-left: 40px;">Do you have more than these 5 identities?</p> <p style="padding-left: 40px;">If your 5 identity bubbles are communicating with a group of 5 others, how many identities are interacting?</p> <p>Set up the next step by sharing with students that we have many identities in our multicultural selves. Not being aware of our own or others' identities causes miscommunication.</p> <p>Step Four:</p> <p>Our identities are NOT static. We are shaped and reshaped by what goes on around us and our identities constantly change as well. Give examples:</p> <p style="padding-left: 40px;">A parent dies and this reshapes the way we see the world</p> <p style="padding-left: 40px;">We fall in love and this reshapes the way we see the world</p> <p style="padding-left: 40px;">We fall out of love and this reshapes the way we see the world</p> <p style="padding-left: 40px;">We experience an act of violence and this reshapes the way we see the world</p>
<p>Summarize:</p>	<p>What has happened to you recently that has changed the way you see the world? (i.e. I fell out of love with my boyfriend of three years and it has reshaped the way I see the world.)</p>
<p>Close:</p>	<p>Wrap-Up:</p> <ul style="list-style-type: none"> ● What we once knew to be true about ourselves and others can change overtime. ● For this reason, we should always try to suspend judgement, ask

	questions of others and talk with those different from us as much as possible
Data Collection Plan – For multiple lessons in a unit, this section only needs be completed once	
Participation Data:	
Anticipated number of students:	All students in 9th-12th grade
Planned length of lesson(s):	30 minutes
Mindsets & Behaviors Data:	
<ul style="list-style-type: none"> ▪ Pre-test administered before first lesson ▪ Post-test administered after lesson (if standalone) or after last lesson of unit/group session ▪ Pre-/post-assessment attached 	
Outcome Data: (choose one)	
<input type="checkbox"/> Achievement (describe): <input type="checkbox"/> Attendance (describe): <input checked="" type="checkbox"/> Discipline (describe): Will review bully incidents for reported bullying incidents. Will make comparisons between time frames comparing the numbers between this year and previous years	
Links to videos / and Slide presentations:	
My Multicultural Self Google Slides	
References to literature or resources:	
Teaching Tolerance Critical Practices	

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

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

Prepared by: Tim Hornig, Executive Director Secondary Education, Education Services
Virginia Reischl, Secondary Curriculum Specialist, Education Services

Date: February 17, 2021

Board Item: Instructional Materials Recommended for Adoption: High School English-
Language Arts and History Social Science, Grades 9-12

HISTORY

With the introduction of the Common Core State Standards in 2010, English elective courses (e.g., Science Fiction, British Literature, Bible Literature, Literature of the Sea) were discontinued. Grade level and Advanced Placement courses were primarily offered (e.g., English I-III, Expository Reading and Writing Course (ERWC), Advanced Placement Language and Literature). At that time, the adopted core curriculum for the core English classes and the supplemental adopted novel list were not aligned with the Common Core State Standards. To address this, teacher committees were formed to create District curriculum alignment guides (CAGs), in order to provide standards-aligned resources for instruction.

BACKGROUND INFORMATION

During the 2016-2017 school year, the District began the adoption process to identify materials to align to the current standards for English-language arts. A committee of teachers from the majority of District middle schools and high schools recommended Amplify and California Collections, Houghton Mifflin Harcourt. During the same time period, an additional committee was formed to evaluate the novel literature offerings that were previously adopted to supplement the core curriculum. To begin the process of diversifying the titles, the 27 member committee surveyed all secondary English teachers in order to determine what titles were predominantly taught and also considered classic and contemporary literature from diverse authors for adoption. The committee put forth 32 novels and all were adopted by Trustees in April 2018.

CURRENT CONSIDERATIONS

The supplemental titles for consideration are being recommended by a committee of 27 secondary English teachers. Diverse authorship is present in the adopted core curriculum. The recommended supplemental titles are suggested to increase representation of diverse authors, engage students in higher-order thinking, and provide additional equity and diversity in adopted materials. In addition, the titles recommended offer collaboration with English-language arts and History Social

Science. This approach provides opportunities for teachers and students to examine historical perspectives from diverse populations as required by both the Common Core Standards and the Fair Accurate Inclusive and Respectful Education (FAIR) Act, Senate Bill 48.

The instructional materials include material or language which may be considered inappropriate; however, with appropriate teacher training and instructional support to provide context and unbiased viewpoints, the novels will enhance a student's instructional experience. The recommended books support the Cultural Proficiency Plan that addresses diversifying the current curriculum by increasing the representation of diverse authors. In addition, the recommended books support the importance of understanding marginalized and understudied populations in both history and literature. The additional titles will support an inclusive and equitable curriculum that will provide students with diverse perspectives from Black, Indigenous and People of Color (BIPOC), women, and marginalized characters and authors.

These titles were reviewed by the District's Instructional Materials Review Committee (IMRC), in accordance with Board Policy 6161.1, *Selection and Evaluation of Instructional Materials*. There are 14 members and 2 alternate members on the IMRC. An optional presentation took place on Tuesday, November 10, 2020.

All books were unanimously approved, except for *Nickel Boys* which is recommended for grades 10 through 12, and *Maus* recommended for grades 9 through 12. The votes were:

- *Nickel Boys* had 3 no votes, and 13 yes votes.
- *Maus* had 1 no vote, and 15 yes votes.

The title *Nickel Boys*, by Colson Whitehead, did not receive unanimous approval. *Nickel Boys* (2020 Pulitzer Prize for Fiction) contains material that may be considered inappropriate as it explores abuse at a reform school in Jim Crow-era Florida. Inspired by the real story of the 111 year old Dozier School, the novel exposes systemic racism through some scenes of abuse. The title *Maus* is a graphic novel memoir of the Holocaust. The work uses anthropomorphic/postmodernist techniques to represent different groups of people as animals as metaphors against stereotypes. In 1992, it was the first and only graphic novel to win a Pulitzer Prize.

If approved, these novels will advance the diversity of the curriculum by providing students with the opportunity to discuss challenging subject matter and diverse perspectives within the safety of the literature. A teacher committee composed of representatives from each school site will create curriculum guides for each novel that aligns with California Common Core State Standards and Teaching Tolerance Framework. Staff development for teachers will be provided to accompany the curriculum guides and ensure appropriate presentation of the novels in this adoption.

FINANCIAL IMPLICATIONS

Purchase of these supplemental titles will be funded by site funds.

STAFF RECOMMENDATION

Following discussion, it is recommended the Board of Trustees approve, Instructional Materials Recommended for Adoption: High School English-Language Arts and History Social Science, Grades 9-12 including the requirement of teacher professional development.

PREPARED BY: Tim Hornig, Executive Director Secondary Education, Education Services
Virginia Reischl, Secondary Curriculum Specialist, Education Services

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

EXHIBIT - INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL ENGLISH LANGUAGE ARTS and HISTORY SOCIAL SCIENCE, GRADE 9-12:

Book	Tie to current curriculum
<p><u>March Book One</u> ©2013 (graphic novel/autobiography) J. Lewis Estimated cost: \$19.00</p> <p><i>March</i> is a powerful look back at the early days of the civil rights movement in the American South. Both a history and a memoir of Congressman John Lewis' early life, this first of a planned trilogy emphasizes the power of nonviolent protest and shows how people can band together to effect social change.</p>	<ul style="list-style-type: none"> ● ELA and HSS: Grades 9-12 ● Lexile: GN760L/GN850L <ul style="list-style-type: none"> ○ Graphic Novel ● Autobiography ● Lived Experience ● Civil Rights Movement
<p><u>March Book Two</u> ©2015 (graphic novel/ autobiography) J. Lewis Estimated cost: \$24.00</p> <p><i>March: Book Two</i> is a powerful look back at the early days of the civil rights movement in the American South. Both a history and a memoir of Congressman John Lewis' early life, this first of a planned trilogy emphasizes the power of nonviolent protest and shows how people can band together to effect social change.</p>	<ul style="list-style-type: none"> ● ELA and HSS: Grades 9-12 ● Lexile: GN760L/GN850L <ul style="list-style-type: none"> ○ Graphic Novel ● Autobiography ● Lived Experience ● Civil Rights Movement
<p><u>March Book Three</u> ©2016 (graphic novel/ autobiography) J. Lewis Estimated cost: \$24.00</p> <p>2017 Coretta Scott King Book Medal and Michael J. Printz Medal winner <i>March: Book Three</i> concludes the trilogy of graphic novels about John Lewis and the fight for civil rights in the mid-1960s. Casual racism, beatings by police, and murders by white supremacists are part of the story, which becomes quite intense at times. The authors and artist don't sugarcoat the story, but they also don't portray violence gratuitously.</p>	<ul style="list-style-type: none"> ● ELA and HSS: Grades 9-12 ● Lexile: GN760L/GN850L <ul style="list-style-type: none"> ○ Graphic Novel ● Autobiography ● Lived Experience ● Civil Rights Movement
<p><u>Trickster</u> ©2010 (illustrated) M. Dembicki Estimated cost: \$30.00</p> <p><i>Trickster</i> is an illustrated collection of authentic indigenous storytelling represented from 24 nations.</p>	<ul style="list-style-type: none"> ● ELA and HSS: Grades 9-12 ● Lexile NP (non prose) ● Authentic Indigenous storytelling ● Native American Trickster Mythology ● Dearth of Native American folklore in current

EXHIBIT - INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL ENGLISH LANGUAGE ARTS and HISTORY SOCIAL SCIENCE, GRADE 9-12:

	adopted curriculum
<p><u>The Arrival</u> ©2007 (graphics only) S. Tan Estimated cost: \$25.00</p> <p>A wordless graphic novel that depicts the journey of one man to a new country. Strong visual metaphors convey personal longing, political suppression, friendship, and new life. Suitable for all ages.</p>	<ul style="list-style-type: none"> ● ELA and HSS: Grades 9-12 ● Lexile: NP (non-prose) ● Alternative text ● Immigration experience ● Critical reading ● Writing prompts
<p><u>Maus</u> ©1991 (graphic novel/ autobiography) A Spiegelman (living author) (Pulitzer) Estimated cost: \$21.00</p> <p><i>Maus</i> is a powerful graphic-novel memoir of the Holocaust. The work uses anthropomorphic/postmodernist techniques to represent Jews as mice, Germans as cats, and Poles as pigs. 1992 first and only graphic novel to win a Pulitzer prize.</p>	<ul style="list-style-type: none"> ● ELA and HSS: Grades 9-12 ● Lexile: NP (non-prose) ● Memoir/Biography ● Holocaust
<p><u>They Called Us Enemy</u> ©2019 (graphic novel/ autobiography) G. Takei (living author) Estimated cost: \$24.00</p> <p><i>They Called Us Enemy</i> is a graphic memoir of actor and author George Takei's experience in the Japanese internment camps during World War II. It portrays the racist actions of the U.S. government and how Takei's family responded to them. Takei would achieve worldwide recognition as Sulu on TV's <i>Star Trek</i>.</p>	<ul style="list-style-type: none"> ● ELA and HSS: Grades 9-12 ● Lexile GN680 ● Graphic Novel ● Autobiography ● Lived Experience ● <i>Hiroshima</i>, Hersey ● US History/Internment Camps
<p><u>Nickel Boys</u> ©2019 C. Whitehead (living author) (Pulitzer) Estimated cost: \$20.00</p> <p>Historical Fiction - Based on the state-run Dozier School for Boys (reform school) 1900-2011. The novel addresses</p>	<ul style="list-style-type: none"> ● ELA Grades 10-12 ● Lexile: HL940 <ul style="list-style-type: none"> ○ High Interest and age appropriate content at lower reading level ● <i>A Separate Peace</i> (Knowles 1956) ● ERWC Juvenile Justice ● <i>Invisible Man</i> (Ellison 1952)

EXHIBIT - INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL ENGLISH LANGUAGE ARTS and HISTORY SOCIAL SCIENCE, GRADE 9-12:

<p>historic racism and secrecy, the capacity of friendship and support, and the dignity and sacrifice of the civil rights movement.</p>	
<p><u>Fences</u> ©1986 (play) A Wilson (Pulitzer) Estimated cost: \$18.50</p> <p>The play examines race relations in the 1950s through the life of a Negro Baseball League player who is now a garbage man and how his bitterness affects his family. Explores the brewing Civil Rights movement and the pursuit of the American Dream.</p>	<ul style="list-style-type: none"> ● ELA Grades 10-12 ● Lexile: NP (non-prose) <ul style="list-style-type: none"> ○ Play ● American Dream, <i>Gatsby</i>, <i>Death of a Salesman</i>, Civil Rights Movement, <i>A Raisin in the Sun</i> Hansberry

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

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

Prepared by: Tim Hornig, Executive Director Secondary Education, Education Services
Virginia Reischl, Secondary Curriculum Specialist, Education Services

Date: February 17, 2021

Board Item: Instructional Materials Recommended for Adoption: Middle School English-Language Arts and History Social Science, Grades 6-8

HISTORY

With the introduction of the Common Core State Standards in 2010, middle school English-language arts core curriculum became out of alignment with the new standards and teachers implemented supplemental adopted novel offerings for instructional purposes. Teacher committees were formed to create District curriculum alignment guides (CAG) in order to provide standards-aligned resources for instruction.

BACKGROUND INFORMATION

During the 2016-2017 school year, the District began the adoption process to identify materials to align to the current standards for the English-language arts. A committee of teachers from the majority of District middle schools and high schools recommended Amplify and California Collections, Houghton Mifflin Harcourt. During this same time period, an additional committee was formed to evaluate the supplemental novel literature offerings that are taught alongside the core curriculum. To begin the process of diversifying the titles, the 27 member committee surveyed all secondary English teachers in order to determine what titles were predominantly taught and also considered classic and contemporary literature from diverse authors for adoption. The committee put forth 32 novels and all were adopted by Trustees in April 2018.

CURRENT CONSIDERATIONS

The supplemental titles for consideration are being recommended by a committee of 27 secondary English teachers. Diverse authorship is present in the adopted core curriculum. The recommended supplemental titles are suggested to increase representation of diverse authors, engage students in higher-order thinking, and provide additional equity and diversity in adopted materials. In addition, the titles recommended offer collaboration with English-language arts and History Social Science. This approach provides opportunities for teachers and students to examine historical perspectives from diverse populations as required by both the Common Core Standards and the Fair Accurate Inclusive and Respectful Education (FAIR) Act, Senate Bill 48.

The instructional materials include material or language which may be considered inappropriate; however, with appropriate teacher training and instructional support to provide context and unbiased viewpoints, the novels will enhance a student's instructional experience. The recommended books support the Cultural Proficiency Plan that addresses diversifying the current curriculum by increasing the representation of diverse authors. In addition, the recommended books support the importance of understanding marginalized and understudied populations in both history and literature. The additional titles will support an inclusive and equitable curriculum that will provide students with diverse perspectives from Black, Indigenous and People of Color (BIPOC), women, and marginalized characters and authors.

These titles were reviewed by the District's Instructional Materials Review Committee (IMRC), in accordance with Board Policy 6161.1, *Selection and Evaluation of Instructional Materials*. There are 14 members and 2 alternate members on the IMRC. An optional presentation took place on Tuesday, November 10, 2020.

All books for the middle school level were unanimously approved, except for the title *All American Boys* which was recommend for grades 7 and 8. The votes were:

- *All American Boys* had 4 no votes, and 12 yes votes.

The title *All American Boys*, by Jason Reynolds and Brendan Kiely, did not receive unanimous approval. *All American Boys* (2016 Correta Scott King Author Honor Book) contains material that may be considered inappropriate, as it explores racial discrimination through alternating perspectives. Inspired by the deaths of Trayvon Martin and Michael Brown, the novel centers around an officer's excessive use of force on a 16 year old boy and the ensuing action and inaction by the victim and the bystanders.

If approved, these novels will advance the diversity of the curriculum by providing students with the opportunity to discuss challenging subject matter and diverse perspectives within the safety of the literature. Staff development will be paired with this adoption. A teacher committee composed of representatives from each school site will create curriculum guides for each novel that aligns with California Common Core State Standards and the Teaching Tolerance Framework. In addition, teachers have resources available for *All American Boys* through the District's subscription to Teaching Books (available through the IMC website) and through Jason Reynolds' website and the Library of Congress (National Ambassador for Young People's Literature).

FINANCIAL IMPLICATIONS

Purchase of these supplemental titles will be funded by site funds.

STAFF RECOMMENDATION

Following discussion, it is recommended the Board of Trustees approve, Instructional Materials Recommended for Adoption: High School English-Language Arts and History Social Science, Grades 6-8 including the requirement of teacher professional development.

PREPARED BY: Tim Hornig, Executive Director Secondary Education Services
Virginia Reischl, Secondary Curriculum Specialist, Education Services

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support
Services

EXHIBIT - INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION:
MIDDLE SCHOOL ENGLISH LANGUAGE ARTS and HISTORY SOCIAL SCIENCE,
GRADE 6-8:

Book	Tie to current curriculum
<p><u>All American Boys</u> ©2017 (black/white character perspective) J. Reynolds/ B. Kiely (living authors) Estimated cost: \$17.00</p> <p><i>All American Boys</i>, by Jason Reynolds and Brendan Kiely, is an eye-opening view of a brutal assault by a police officer on an innocent 16-year-old boy as seen through the alternating perspectives of the abused and a teen witness to his beating. The novel addresses implicit bias, stereotypes, and systemic racism.</p>	<ul style="list-style-type: none"> ● ELA: Grades 7-8 ● Lexile: HL770L <ul style="list-style-type: none"> ○ High Interest and age appropriate content at lower reading level ● Alternating Perspectives <ul style="list-style-type: none"> ○ Black and White ● Racial tension/Stereotypes ● Implicit Bias/Anti Racism ● <i>The Outsiders</i> (1967)
<p><u>Long Way Down</u> ©2019 (free verse) J. Reynolds (living author) Estimated cost: \$17.00</p> <p><i>Long Way Down</i> won a 2018 Newbery Honor, Coretta Scott King Author Honor, and Michael L. Printz Honor. It's a novel in free verse that tells the story of an African American teen boy at a crossroads, intent on avenging his brother's death to gun violence. Almost the whole novel takes place in the span of the 60-second ride from the seventh floor to the lobby, the protagonist is aided by conversations with the ghosts of friends and relatives who were victims of gun violence. The novel addresses loyalty, revenge, perspectives and reality.</p>	<ul style="list-style-type: none"> ● ELA: Grades 7-8 ● Lexile: HL720L <ul style="list-style-type: none"> ○ High Interest and age appropriate content at lower reading level ● Free Verse ● Morality ● <i>Romeo and Juliet</i> ● <i>A Christmas Carol</i>
<p><u>March Book One</u> ©2013 (graphic novel/autobiography) J. Lewis Estimated cost: \$19.00</p> <p><i>March</i> is a powerful look back at the early days of the civil rights movement in the American South. Both a history and a memoir of Congressman John Lewis' early life, this first of a planned trilogy emphasizes the power of nonviolent protest and shows how people can band together to effect social change.</p>	<ul style="list-style-type: none"> ● ELA and HSS: Grades 6-8 ● Lexile: GN760L/GN850L <ul style="list-style-type: none"> ○ Graphic Novel ● Autobiography ● Lived Experience ● Civil Rights Movement

EXHIBIT - INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION:
MIDDLE SCHOOL ENGLISH LANGUAGE ARTS and HISTORY SOCIAL SCIENCE,
GRADE 6-8:

<p><u>March Book Two</u> ©2015 (graphic novel/ autobiography) J. Lewis Estimated cost: \$24.00</p> <p><i>March: Book Two</i> is a powerful look back at the early days of the civil rights movement in the American South. Both a history and a memoir of Congressman John Lewis' early life, this first of a planned trilogy emphasizes the power of nonviolent protest and shows how people can band together to effect social change.</p>	<ul style="list-style-type: none"> ● ELA and HSS: Grades 6-8 ● Lexile: GN760L/GN850L <ul style="list-style-type: none"> ○ Graphic Novel ● Autobiography ● Lived Experience ● Civil Rights Movement
<p><u>March Book Three</u> ©2016 (graphic novel/ autobiography) J. Lewis Estimated cost: \$24.00</p> <p>2017 Coretta Scott King Book Medal and Michael J. Printz Medal winner <i>March: Book Three</i> concludes the trilogy of graphic novels about John Lewis and the fight for civil rights in the mid-1960s. Casual racism, beatings by police, and murders by white supremacists are part of the story, which becomes quite intense at times. The authors and artist don't sugarcoat the story, but they also don't portray violence gratuitously.</p>	<ul style="list-style-type: none"> ● ELA and HSS: Grades 6-8 ● Lexile: GN760L/GN850L <ul style="list-style-type: none"> ○ Graphic Novel ● Autobiography ● Lived Experience ● Civil Rights Movement
<p><u>Trickster</u> ©2010 (illustrated) M. Dembicki Estimated cost: \$30.00</p> <p>Trickster is an illustrated collection of authentic indigenous storytelling represented from 24 nations.</p>	<ul style="list-style-type: none"> ● ELA and HSS: Grades 6-8 ● Lexile NP (non-prose) ● Authentic Indigenous storytelling ● Native American Trickster Mythology ● Dearth of Native American folklore in current adopted curriculum
<p><u>The Arrival</u> ©2007 (graphics only) S. Tan Estimated cost: \$25.00</p> <p>A wordless graphic novel that depicts the journey of one man to a new country. Strong visual metaphors convey personal longing, political suppression, friendship, and new life. Suitable for all ages.</p>	<ul style="list-style-type: none"> ● ELA and HSS: Grades 6-8 ● Lexile: NP (non-prose) ● Alternative text ● Immigration experience ● Critical reading ● Writing prompts

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

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

Prepared by: Stacy Yogi, Executive Director, State and Federal Programs

Date: February 17, 2021

Board Item: Designation of Title I School – Wood Canyon Elementary School

HISTORY

The purpose of Title I, Part A federal funding is to improve the academic achievement of students who are disadvantaged. Schools are identified for Title I funding based on the school’s annual free and reduced price meal percentage taken in October on California Basic Educational Data System (CBEDS) day and certified through California Longitudinal Pupil Achievement Data System (CALPADS) in December-January. Schools are ranked by grade span from highest to lowest percentage. Schools above 75 percent are required to receive Title I funding. Currently, District elementary schools above 38.5 percent receive Title I funding, as reflected in the exhibit. Schools cannot be skipped to fund lower percentage schools.

BACKGROUND INFORMATION

Title I schools can operate school wide programs and make expenditures that benefit the entire school if the school’s low-income percentage is at or above 40 percent. Schools with less than 40 percent must operate targeted assistance programs where specific students who are not meeting grade level standards are identified and served. The Title I allocation that the District receives will remain the same no matter how many schools are designated since the allocation is based on the census for the entire District boundary.

Principals of Title I schools have indicated that the allocation of Title I funds has provided the opportunity to implement various programs and services which provide not only academic support, but also social emotional and behavioral support to increase student outcomes. Some examples of actions and services include class size reduction, summer and after school intervention and enrichment, supplemental staff such as additional counselor time and instructional assistants, and educational technology across all grade levels.

Due to the sanctions imposed on some Title I schools in Program Improvement under the former No Child Left Behind (NCLB) legislation, some people may perceive Title I as having a negative connotation. Under the current Every Student Succeeds Act (ESSA) legislation, the former Program Improvement sanctions have been eliminated and the focus is on growth and technical assistance rather than punitive measures seen under the former NCLB.

CURRENT CONSIDERATIONS

The January 2021 CALPADS report shows that Wood Canyon Elementary School has a low-income percentage of 41.1 percent. Wood Canyon Elementary School's percentage exceeded Carl Hankey Elementary School's which dropped to 38.5, therefore, Wood Canyon Elementary School will need to be identified for Title I, as higher percentage schools cannot be skipped to fund lower percentage schools.

Tentative budget allocations for 2020-2021 have been communicated to current Title I schools, and an allocation was reserved for Wood Canyon Elementary School in the event their low-income percentage exceeded a current Title I funded school. A Title I needs assessment and plan that outlines proposed goals, monitoring, and actions and services tied to the expenditures will be brought forward for approval at the March 17, 2021 Board meeting.

FINANCIAL IMPLICATIONS

Approximately \$137,000 of Title I funding will be allocated to Wood Canyon Elementary School. This funding was set aside in the event that their school's low-income percentage exceeded a current Title I school. Current Title I schools will not receive a budget reduction to fund Wood Canyon Elementary School.

STAFF RECOMMENDATION

Following discussion, it is recommended the Board of Trustees approve Wood Canyon Elementary School as a Title I schools.

PREPARED BY: Stacy Yogi, Executive Director, State and Federal Programs

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

Elementary Ranked by Highest Low-Income Percentage

School Name	Percentage
Title I Elementary Schools	
Kinoshita	91.5%
RH Dana	65.2%
San Juan	64.7%
Hidden Hills	63.0%
Del Obispo	55.6%
Marblehead	47.0%
Viejo	43.9%
Las Palmas	40.8%
Lobo	39.7%
Carl Hankey ES	38.5%
Non-Title I Elementary Schools	
Wood Canyon	41.1%
Palisades	38.2%
RH Dana ENF	36.2%
Ambuehl	30.3%
George White	28.4%
Moulton	20.4%
Concordia	19.8%
Laguna Niguel	19.3%
Bathgate	18.8%
Bergeson	19.2%
Castille	17.8%
Don Juan Avila ES	16.6%
Ladera Ranch ES	16.2%
Reilly	15.8%
Oak Grove	14.2%
Las Flores	13.8%
Malcom	13.7%
Benedict	12.0%
Canyon Vista	11.2%
Arroyo Vista ES	11.0%
Vista Del Mar ES	10.7%
Chaparral	8.8%
Esencia	8.5%
Tijeras Creek	8.0%
Wagon Wheel	5.3%
Oso Grande	3.9%

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services
Prepared by: Stacy Yogi, Executive Director, State and Federal Programs

Date: February 17, 2021

Board Item: Title I Schoolwide Program Waivers – Carl Hankey and Clarence Lobo Elementary Schools 2020-2021

HISTORY

The purpose of Title I, Part A federal funding is to improve the academic achievement of students who are disadvantaged. Schools are identified for Title I funding based on the school’s annual free and reduced price meal percentage taken in October on California Basic Educational Data System (CBEDS) day and certified through California Longitudinal Pupil Achievement Data System (CALPADS) in December. Schools are ranked by grade span from highest to lowest percentage.

The purpose of a Title I schoolwide program is to improve the academic achievement throughout a school so that all students, particularly the lowest-achieving students, demonstrate proficiency on the state’s academic standards. The improved achievement outcome is based on improving the entire educational program of the school. Title I schools are eligible to operate a schoolwide program if 40 percent or more of the students are from low-income families.

BACKGROUND INFORMATION

Title I schools can operate schoolwide programs and make expenditures that benefit the entire school if the school’s low-income percentage is at or above 40 percent. Schools with less than 40 percent must operate targeted assistance programs where specific students who are not meeting grade level standards are identified and served. Carl Hankey and Clarence Lobo Elementary Schools have been operating Title I schoolwide programs because the low-income percentages have been above 40 percent.

Principals of Title I schools have indicated that the allocation of Title I funds has provided the opportunity to implement various programs and services which provide not only academic support, but also social emotional and behavioral support to increase student outcomes. Some examples of actions and services include class size reduction, summer and after school intervention and enrichment, supplemental staff such as additional counselor time and instructional assistants, and educational technology across all grade levels.

CURRENT CONSIDERATIONS

In October, 2020, official enrollments were taken and certified in CALPADS in January, 2021. Carl Hankey Elementary School’s low-income percentage is 38.5 percent and Lobo Elementary School’s low-income percentage is 39.7 percent. Since the percentage is below 40 percent, they are not eligible to operate a Title I schoolwide program and would need to switch to a targeted assistance program unless a waiver is filed. To continue to operate a schoolwide program, a waiver may be submitted to the California Department of Education. Title I schoolwide program waivers may be approved by the CDE if the Board approves the request and the schools meet **one or more** of the following criteria:

- ≥25 percent low-income students
- Graduation rate is below state average
- Board recommends that the Title I schoolwide program is the best way to serve the student population
- ≥30 percent English learner student population
- School has been identified for comprehensive or targeted support
- School has been identified as the lowest 5 percent of low-performing schools

The following applies to Carl Hankey and Clarence Lobo Elementary Schools:

	Carl Hankey	Clarence Lobo	Criteria
≥25 percent low-income students	38.5%	39.7%	Yes- Both schools meet criteria
Graduation rate is below state average	Not applicable	Not applicable	Not applicable
Board recommends that the Title I schoolwide program is the best way to serve the student population	To be determined	To be determined	To be determined
≥30 percent English learner student population	20.1%	25.0%	No- Both schools do not meet criteria
School has been identified for comprehensive or targeted support	Not identified for comprehensive or targeted support	Not identified for comprehensive or targeted support	No- Both schools do not meet criteria
School has been identified as the lowest 5 percent of low-performing schools (in the State)	Not identified in the lowest 5 percent of low-performing schools	Not identified in the lowest 5 percent of low-performing schools	No- Both schools do not meet criteria

Since Title I schoolwide program waivers may be approved by the CDE if the Board approves the request and the schools meet **one or more** of the following criteria, Carl Hankey and Clarence Lobo Elementary Schools are eligible since they meet the at or above 25 percent low-income threshold. Staff also recommend for Board consideration that the Title I schoolwide program is the best way to serve the student population. This item seeks approval of Title I schoolwide program waivers for Carl Hankey and Clarence Lobo Elementary Schools. The School Plan for Student Achievement (SPSA) with the schoolwide program components for both schools was Board approved at the November 18, 2020 meeting and is a required component of the schoolwide program waiver and are included in the exhibits for re-approval with the waivers.

FINANCIAL IMPLICATIONS

The financial impact is in how the funding is allowed to be spent. If the waiver is approved, the funding is allowed to be spent on whole class, grade level, and school purchases. Without the waiver, expenditures would need to be spent on specific students identified as eligible to participate, based on academic needs.

STAFF RECOMMENDATION

Following discussion, it is recommended the Board of Trustees approve Title I Schoolwide Program Waivers for Carl Hankey and Clarence Lobo Elementary Schools.

PREPARED BY: Stacy Yogi, Executive Director, State and Federal Programs

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

Elementary Ranked by Highest Low-Income Percentage

School Name	Percentage
Title I Elementary Schools	
Kinoshita	91.5%
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Malcom	13.7%
Benedict	12.0%
Canyon Vista	11.2%
Arroyo Vista ES	11.0%
Vista Del Mar ES	10.7%
Chaparral	8.8%
Esencia	8.5%
Tijeras Creek	8.0%
Wagon Wheel	5.3%
Oso Grande	3.9%

School Year: **2020-21**

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Carl Hankey Elementary School	30-66464-6098495	November 6, 2020	November 18, 2020

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

This School Plan is aligned with the District's Local Control and Accountability Plan through collaboration with District staff in examining state and local data as part of a comprehensive needs assessment; developing goals, measurable outcomes, and strategies, actions and services that are aligned with those of the District; providing supplemental services that support improved performance for high-needs students; and developing a system for monitoring and evaluating the efficacy of the plan in achieving its goals.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

California Healthy Kids survey, ELAV, prep and post test Second Step

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Visitors to our elementary school classrooms will observe teachers engaging students in our site's rigorous Primary Year Program curriculum, linking together state, district and school-wide goals, as well as the Standards and Practices of the IB World program. Teachers support students in attaining the Common Core State Standards through the use of Great First Instruction and their IB units, focusing on maximum student engagement. The staff continually examines data from the observations to inform and refine the school-wide goals.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

All teams utilize data from SBA, CAST, ELPAC, and other District assessments for growth targets for all students and for significant student groups.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Teams analyze data from formative and summative common, embedded assessments to monitor student acquisition of essential skills, and determine which students need modified instruction and/or additional support.

Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

Personnel Services monitors teachers for Highly Qualified Teacher (HQT) status and assists teachers not meeting HQT status with resources to meet requirements.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

Teachers have been trained in standards-based instruction with their current adopted materials. Professional development is ongoing and conducted through a variety of vehicles, including embedded PD, in-person coaching, and District-wide training.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

CUSD Professional Development has placed focus on standards-based and great first instruction (GFI), prioritizing areas in support of the LCAP and LCAP Addendum, with a focus on growth for all students and closing the achievement gap for underperforming student groups.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

Instructional Coaches and Curriculum Specialists have been working with all sites in support of great first instruction that embeds scaffolds to ensure access to the core curriculum. In addition, they provide support and professional development in support of CA state standards.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

CUSD has established common collaborative time across all grade levels and departments. In grades K-8, this time is called ACE time. In high school, this time is termed late start. Regardless of the grade level, the focus during this collaborative time is to ensure clarity on the essential standards, design assessments that target those essential skills and concepts, deliver additional support to students who demonstrate the need, and work to provide great first instruction for all students.

Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

Current instruction and materials have transitioned to the CA state standards. CUSD is following the State calendar for the recommendation of state approved materials.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

District policies support specific instructional minutes to ensure appropriate instruction in ELA, mathematics, physical education, and English language development.

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Teacher teams utilize Standards Schedules which embed time for additional support and differentiation across content areas.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

All students have access to standards-aligned materials and textbooks.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

All core courses utilize State Board of Education or District-adopted standards-aligned instructional materials, including intervention materials, and are provided access to standards-aligned core courses.

Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Teachers utilize assessments to identify students needing additional time and support. Tier I and II interventions are embedded within the instructional day. Student Success Team support is activated when Tier II interventions are required.

Evidence-based educational practices to raise student achievement

CUSD has implemented SIOP practices to enhance student achievement in the core curriculum. Teachers have been trained in the various components, have received coaching in support of their implementation, and monitoring is occurring schoolwide.

Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

All schools in CUSD have counselors to provide social-emotional and behavioral prevention and intervention programs. All schools with 15% or more English learners have a Bilingual Community Liaison to assist families and connect them to resources and support. The homeless program provides school breakfast and lunch programs, transportation to and from school, school clothing, and school supplies.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

School site advisory committees such as English Learner Advisory Committee (ELAC) and School Site Council (SSC) provide input into the School Plan for Student Achievement (SPSA). These committees have representatives of parents, teachers, administrators, and other school personnel. ELAC members serve on the District English Learner Advisory Committee (DELAC). The DELAC reviews the Consolidated Application.

Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

CUSD has allocated Title I, Title II, and Title III funding for supplemental services such as Instructional Coaches, teacher professional development, middle and high school sections to lower class size for English language development, and supplemental electronic learning programs to enable under-performing students to meet standards.

Fiscal support (EPC)

State and federal funding sources are allocated with priority on closing the achievement gap for all under-performing student groups.

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

Elementary Staff- November 2020, SSC, November 2020

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

N/A

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

LCAP Goal 1: Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Goal 1

Focus on literacy and numeracy to return Hankey elementary students minimally to 2019 SBA levels in language arts and math.

Identified Need

We need to address the learning loss that has occurred over the past year since schools were shut down in March, 2020, in order to return Hankey students to pre-COVID achievement levels.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
SBA The distance from the standard for All Students in ELA will increase	from 9.1	to 14.1
The distance from the standard for White Students in ELA will increase	from 47.4	to 57.4
The distance from the standard for Hispanic Students in ELA will decrease	from -24.5	to -16.5
The distance from the standard for Socioeconomically Disadvantaged Students in ELA will decrease	from -28.2	to -20.2
The distance from the standard for English Learners in ELA will decrease	from -46	to -31
The distance from the standard for Students with Disabilities in ELA will decrease	from -72.8	to -62.8
The distance from the standard for White Students in Math will increase	from 24.8	to 28.8
The distance from the standard for All Students in Math will decrease	from -5.7	to 1.7

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
The distance from the standard for Hispanic Students in Math will decrease	from -34	to -28
The distance from the standard for Socioeconomically Disadvantaged Students in Math will decrease	from -34.4	to -28
The distance from the standard for English Learners in Math will decrease	from -49.5	to -43.5
The distance from the standard for Students with Disabilities in Math will decrease	from -66	to -56

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

1. Every grade level will engage in the process of answering the following questions:

A. What do students need to learn?

- Grade level teams will identify the highest priority grade level standards in literacy and math.

B. How will we know when they have learned it?

- Common Formative Assessments (CFAs) will be created by each grade level during the school year, aligned with school wide SMART goals.
- CFA administration dates will be aligned with the ACE calendar to provide grade levels with embedded collaboration time.
- CFA results will be collectively analyzed using a specific data analysis protocol that identifies effective instructional practices, as well as students needing additional time and support. This data will be used to inform instruction moving forward.

Teachers will be provided with an additional 9 hours of additional assignment time for CFA data analysis beyond District allocation of 7 hours.

Proposed Expenditures for this Strategy/Activity

11 of 67

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

4,095

Source(s)

Low-Performing Students Block Grant

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Every grade level team will engage in the process of answering the following questions:

C. What will we do if they haven't learned it yet?

Grade level teams will use ACE time and additional assignment hours to analyze CFA data and plan for intervention support.

D. What will we do if they have learned it?

Grade level teams will also use this extended planning time to develop extension activities for these students.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

0

Source(s)

Title I

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Students with Disabilities

Strategy/Activity

Ed Specialist will collaborate with elementary staff to develop strategies that provide additional academic support for SWD in the General Ed classroom enabling students to successfully access grade level standards, learning targets and IEP goals.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

0

Source(s)

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Language Learners

Strategy/Activity

ELD Advisor will meet with teachers to review ELPAC data, provide Ellevation training. and support with providing Designated ELD time. ACE time will be used periodically to monitor student progress. Wonders and Benchmark ELD materials will be used in classrooms to provide literacy support for ELLs.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Offer families opportunity to participate in extended learning during the time students are on a reduced schedule due to COVID restrictions, to provide students with additional academic support.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Use Title 1 money to fund two para educators to provide Extended Learning support to students in grades K and 2

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

56,000

Title I

Strategy/Activity 7

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Provide additional assignment hours to para educators to increase the effectiveness of support being provided during Extended Learning time, as well as further the collaboration between teachers and their grade level para educators

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

3600

Low-Performing Students Block Grant

Strategy/Activity 8

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Elementary leadership team will serve as guiding coalition to sustain and grow Hankey's professional learning community. Team will meet periodically to develop and measure growth on school wide goals and review and improve school wide policies. Four Teaching Assistant Principal stipends will be used to provide additional assignment funds to the four teachers. Site will use LPBG monies to fund a fifth TAP position. School Counselor and ELD Advisor also participate as team members.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

1000

Low-Performing Students Block Grant

Strategy/Activity 9

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Leadership Team will participate in Guiding Coalition workshop facilitated by Luis Cruz to continue work on strengthening Hankey's elementary professional learning community.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 10

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

All K-5 teachers will continue to utilize the I-Ready Math Assessment Suite- online diagnostic assessments and Teacher Led Instruction materials to provide them with formative assessment data aligned to grade-level math standards. Teachers will utilize this diagnostic data to drive math instruction. Para Educators will provide time during extended learning for students to access I-Ready practice.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 11

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Use Title 1 money to fund a teacher as a means of off setting extra FTE.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

95,000

Title I

Strategy/Activity 12

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 13

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Annual Review

SPSA Year Reviewed: 2019-20

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

The strategies that we had planned for were very supportive based on our February data analysis. Unfortunately school were shut down in March, so we were unable to continue providing the extensive supports that we set up.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

We did not use the entire amount of monies originally allocated to the before and after school student support because we were shut down.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

The major change is that we are unable to provide before and after school interventions due to the restructuring of our programs due to COVID. Additionally, the metrics and annual outcomes are the same as the year before, reflecting our goal to recoup any learning lost due to school closure.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

LCAP Goal 2: Communicate with, and engage students, parents, employees, and community members in Districtwide and community specific decisions.

Goal 2

Promote a positive school-wide climate celebrating academic achievement and socio-emotional welfare by providing a multi-tiered system of supports and expanding student, parent, and community engagement, within the parameters of COVID school regulations.

Identified Need

Goal is based upon an analysis of California healthy Kids survey results, discipline data and referrals to Student Study team, and a review of trends from School Messenger, social media, PTSA and ELAC.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Increase the percentage of subscribers receiving weekly Hawk Talk communication tool via School Messenger	from 87.8% emails receiving Hawk Talk	to 95% emails receiving Hawk Talk
Increase the number of subscribers following Hankey social media applications	from 571 following social media applications	to 650 following social media applications
Increase the number of families joining PTSA	from current number of families	Increase by 10%
Increase the number of families participating in ELAC	from current number of families	Increase by 10%
Increase the School Climate Indicators related to Overall Supports and Engagement on The California Healthy Kids Survey in the area of School Connectedness, given the strict parameters of COVID procedures	from 80%	increase by 10%
Decrease the chronic absenteeism rate for English Learners	from pre-Covid levels	decrease by 5%
Decrease the chronic absenteeism rate for All Students	from pre-Covid levels	decrease by 5%

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Decrease the chronic absenteeism rate for White Students	from pre-Covid levels	decrease by 5%
Decrease the chronic absenteeism rate for Socioeconomically Disadvantaged	from pre-Covid levels	decrease by 5%
Decrease the chronic absenteeism rate for Students with Disabilities	from pre-Covid levels	decrease by 5%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

maintain ongoing and regular communication with all stakeholders:

- Weekly school messenger emails and phone calls
- Parent education nights (virtual)
- Award Ceremonies (virtual)
- Open House and Back to School Meetings (TBD due to COVID school restructuring)
- PTSA meetings (Virtual)

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Utilize the following groups to support ongoing two-way communication (virtually) such as:

- School Site Council
- Parent Safety Committee
- PTSA

- ELAC
- CHIEF

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Work with PTSA and CHIEF to find ways to promote the school's social media applications, and increase number of postings made daily to these applications.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

PBS committee will review and clearly define a proactive discipline system reflecting both distance learning expectations as well as on site school expectations) in which students are made aware of their inappropriate behaviors, appropriate consequences are assigned and parents are informed, and then share this with staff, students and parent groups.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Utilize Restorative Practices as a tool for promoting a positive learning environment, including training campus supervisors, inservicing teachers, and conducting Circles both proactively and to address conflict, recognizing that these practices may look different due to COVID safety procedures.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Involve more 4th and 5th graders as well as possibly include students in Grade 3, in the HAWKS lunchtime program as a means of increasing meaningful participation by students in solving school community problems and taking action, within parameters established by COVID safety practices.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 7

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Work with IB Coordinators to provide support for teachers with learning about, and incorporating more opportunities for student agency in their IB units (for example, choosing how to show understanding of the Central Idea on an IB summative assessment).

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 8

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

. Counselor will provide Tier 1 supports through Second Step lessons, mindfulness activities and other resources, virtually through Canvas platform.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 9

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Counselor will use teacher input and observation to provide small group Tier 2 support (such as ZONES). for identified students to address social emotional and behavioral concerns, through virtual interactions.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 10

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All

Strategy/Activity

Counselor will use teacher input and observation to provide individualized Tier 3 support (such as behavior contracts and check-in/check out.) for identified students to address social emotional and behavioral concerns.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 11

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Improve data collection related to incidences of classroom disruption through a more systematic use of Aeries.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 12

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students-Chronically Absente students

Strategy/Activity

Incorporate PBIS strategies to improve school attendance, work with PTSA and Leadership Team to make school attendance and engagement an area of focus for the school year, including offering incentives and conducting virtual parent information meetings related to the importance of school attendance.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

500

Other

Annual Review

SPSA Year Reviewed: 2019-20

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

The strategies that we had planned for were effective in regards to data obtained prior to school closure.. Unfortunately school were shut down in March, so we were unable to continue providing the extensive supports that we set up.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

N/A

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Rates of chronic absenteeism may be impacted by COVID and its impact on parents reporting absences due to illness.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

LCAP Goal 3: Optimize facilities and learning environments for all students.

Goal 3

Enhance facilities to ensure that they are clean, safe, healthy, functional, and appropriate to foster academic achievement, including access to technological devices to support 21st Century learning.

Identified Need

based on regular site inspections of Hankey's physical buildings, number of work orders files monthly, and staff and parent input, there is a need to continue working on improving school facilities as a means of creating an optimal learning environment.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Kitchell report assessment of Hankey's facilities needs	from current assessment of needs	Improve at least 5% of the items targeted in the assessment.
Number of work orders and site improvement plans filed	from current numbers submitted	Address all items identified for improvement

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Continue to work with staff, students and families to ensure that school environment promotes safety. This includes installation of at least 6 cameras to monitor the campus in the back, and on field side, enforcing the use of staff badges and keeping visitors off of the campus due to Covid restrictions.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
3500	Other

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Conduct daily site walks and checks with custodian to identify areas of campus that require upkeep and improvements. Review Covid safety procedures and ensure that sanitization and cleaning protocols are being followed. File work orders as needed.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Work with District to provide 1:1 chrome books

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Annually implement a comprehensive site safety plan which will be practiced, monitored, and adjusted throughout the year, compliant with COVID procedures.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Make sure that staff is aware of Covid safety procedures and are following these with fidelity.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

0

Annual Review

SPSA Year Reviewed: 2019-20

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

We implemented all safety and site related strategies. Security camera installation is almost completed.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

None of the planned monies were spent on technology, due to school closures

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Site funding of technology (chromebooks and cart) are no longer purchased by the site.

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$209,697
Total Federal Funds Provided to the School from the LEA for CSI	\$0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$163,695.00

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$151,000.00

Subtotal of additional federal funds included for this school: \$151,000.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
	\$0.00
Low-Performing Students Block Grant	\$8,695.00
Other	\$4,000.00

Subtotal of state or local funds included for this school: \$12,695.00

Total of federal, state, and/or local funds for this school: \$163,695.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 5 Parent or Community Members

Name of Members	Role
Dana Aguilera	Principal
Tad Smith	Other School Staff
Amy Koch	Classroom Teacher
Amanda Chambers	Classroom Teacher
Teresa O'Connell	Classroom Teacher
Linda Schwartz	Parent or Community Member
Michelle Gould	Parent or Community Member
Kristi Stratton	Parent or Community Member
Michael Schwartz	Parent or Community Member
Kevin Mackie	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature

Committee or Advisory Group Name

English Learner Advisory Committee

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on May 30, 2019.

Attested:

Principal, Dana Aguilera on 11/6/2020

SSC Chairperson, Kevin Mackie on 11/6/2020

Title I School-Level Parent and Family Engagement Policy Hankey K-8 Academy

Hankey K-8 Academy has developed a written Title I parent and family engagement policy with input from Title I parents and family members. The school met with members of the School Site Council and also solicited ideas from PTSA and ELAC members. It has distributed the policy to parents and family members of Title I students. The school distributed the policy to all families during Parent-Teacher conferences. The policy describes the means for carrying out the following Title I parent and family engagement requirements [20 USC 6318 Section 1118(c),-(g) inclusive].

Involvement of Parents in the Title I Program

To involve parents and family members in the Title I program at Hankey K-8 Academy the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 USC 6318 (c)(1))

The principal presented a power point explaining the Title 1 program, and specifically how the school will be using the allocated Title 1 funds at the first PTSA and ELAC meetings of the school year.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 USC 6318 (c)(2))

PTSA meetings are alternated monthly, between evening and afterschool meetings. ELAC meetings are held after school. Child care is provided at both meetings, by student supervisors and middle schoolers supervising children for their community service requirements.

- c) The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 USC 6318 (c)(3))

Suggestions for planning and improving the school's Title 1 program are solicited through dialogue with the parent groups, including ELAC, CHIEF and PTSA. Review of the program and policies is done by the school's School Site Council.

- d) The school provides parents of participating students with;
1. timely information about the Title I program. (20 USC 6318 (c)(4)(A))
A presentation about the Title 1 program was provided to parents by the principal at the beginning of the year PTSA and ELAC meetings. The Family Compact and this document were given to parents during the fall Parent Teacher conferences. Title 1 information is posted on the website.
 2. a description and explanation of the curriculum in use at the school, the forms of academic assessments used to measure student progress, and the achievement levels of the challenging State academic standards. (20 USC 6318 (c)(4)(B))
Hankey K-8 Academy implements a parent communication design utilizing four key opportunities to meet with parents throughout the school year. The four times set aside each year for all parents to receive explanations of the curriculum and assessments are as follows:
 - 1) Back to School Night- (September- Trimester 1)
 - 2) Parent/Teacher Conferences- Goal Setting-(October- Trimester 2)
 - 3) K-8 Open House- (February- Trimester 2)
 - 4) Parent/Teacher Spring Conferences- (March- Trimester 3)
 - 5) ELAC and PTA meetings (ongoing throughout the year)
 3. if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 USC 6318 (c)(4)(C))
Parent suggestions and decisions to participate in their child's education are welcomed by the school and are encouraged during the monthly PTSA and ELAC meetings. Additionally, parents may request a conference with their child's teacher to address concerns at any point during the school year.
- e) If the schoolwide program plan is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to the local educational agency. (20 USC 6318 (c)(5))
Hankey K-8 Academy will submit to the district any parent comments if the schoolwide plan is not satisfactory to parents of participating children.

Building Capacity for Involvement (Parental Involvement Policy continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds, the school has established the following practices:

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 USC 6318 (e)(1))

School staff, including teachers, counselor, the ELD Coordinator, the principal and the Bilingual Community Services Liaison, assist parents with understanding topics such as state standards, assessments, and monitoring progress through PTSA and ELAC meetings, Coffee with the Principal events, individual family conferences.

b)

The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 USC 6318 (e)(2))

Parents who attend PTSA, ELAC and Coffee with the Principal meetings are provided with materials and trainings relevant to the topics covered. The school's Bilingual Community Services Liaison is available to support parents requesting help with logging into School Loop, Parent Portal, supporting students with homework, and any other academic or social concerns. The full time school counselor is also available to assist parents with resources to help with social-emotional and mental health questions.

- c) *The school educate teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (20 USC 6318 (e)(3))*

Capistrano Unified School District provides staff development training for certificated and classified staff to support improved communication between school and home.

- d) The school, to the extent feasible and appropriate, coordinates and integrates the parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 USC 6318 (e)(4))

Parent resources with other Federal, State and local programs are made available to parents through the Family Resource Center, located at the District Office. Resources are also available on line. Parents are shown how to access these resources at PTSA and ELAC meetings, as well as individually upon request by school staff. The school also has collaborated with PIQE and Parents en Accion in previous years, to encourage parents to participate in the education of their children.

- e) The school ensures that information related to school and parent programs, meetings, and other activities to parents is sent in a format and, to the extent practicable, in a language the parents can understand. (20 USC 6318 (e)(5))

The school's Bilingual Community Liaison provides translation for all meetings and flyers.

- f) The school provides such other reasonable support for parental involvement activities as parents may request. (20 USC 6318 (e)(14))

Parents are encouraged to volunteer at the school site to the best of their abilities, including helping in the classroom, assisting with Art Masters, participating at events such as Red Ribbon Week and Hawk Trot. Opportunities for involvement are promoted through social media, the weekly Hawk Talk bulletin and at PTSA and ELAC meetings.

- **Accessibility**

Hankey K-8 Academy, to the extent practicable, provides opportunities for the informed participation of all parents and family members (including parents and family members with limited English proficiency, parents and family members with disabilities, and parents and family members of migratory students) including providing information and school reports are provided in a format and language that parents understand. (20 USC 6318)

The school's Bilingual Community Liaison provides translation for all meetings and flyers.

**It may be helpful to include the parent and family engagement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and family members and the school. If the school has a process in place for involving parents and family members in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents and family members of Title I children.*



Hankey IB Academy

27252 Nubles • Mission Viejo • California 92692

(949) 234-5315 • FAX (949) 347-0536

School-Parent Compact

The school distributes to parents of Title I, Part A students, a school-parent compact (Compact). The Compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. The Compact describes specific ways the school and families will partner to help children achieve the state's high academic standards. The Compact addresses the following legally required items, as well as other items suggested by parents of Title I, Part A students:

- The school's responsibility to provide high-quality curriculum and instruction (ESSA Section 1116[d][1]).
- The ways parents will be responsible for supporting their children's learning (ESSA Section 1116[d][1]).
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities (ESSA Section 1116[d][2]).

- The compact will be jointly developed with parents, and will be reviewed and updated annually by School Site Council.
- The compact will be annually distributed in the First Day Packet.

The school engages Title I, Part A parents in meaningful interactions with the school. The Compact supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices:

The school provides Title I, Part A parents with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their children (ESSA Section 1116[e][1]).

- Elementary Back to School Night classroom presentations
- Parent-teacher conferences (twice per year- mandatory in fall, optional in spring)
- Parent-teacher meetings held on request
- ELAC and PTSA meeting topics focusing on understanding academics and assessments

- Coffee with the Principal meetings
- K-8 Open House
- Trimester standards based report cards
- Annual Primary Year Program (PYP) student portfolios

The school provides Title I, Part A parents with materials and training to help them work with their children to improve their children's achievement (ESSA Section 1116[e][2]).

- ELAC and PTSA meeting topics focused on providing parents with ideas for supporting students at home
- Elementary Back to School Night presentations
- Student Study Team Family Partnership Plan for MTSS Tier 2 students
- Coffee with the Principal meetings
- Counselor presentations on a variety of topics
- Counselor's Corner on Website

With the assistance of Title I, Part A parents, the school educates staff members in the value of parent contributions, and in how to work with parents as equal partners (ESSA Section 1116[e][3]).

- ACE meeting topics addressing partnering with parents
- Teachers attend PTSA and ELAC meetings
- PTSA facilitated Room Mom program-parents work with teachers as to how best support the classroom

The school coordinates and integrates the Title I, Part A parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children (ESSA Section 1116[e][4]).

- PTSA
- ELAC
- Carl Hankey International Education Foundation (CHIEF)
- PIQE
- Padres en Accion
- Art Masters volunteer opportunities
- Classroom volunteer opportunities
- Garden Club volunteer opportunities
- Weekly Dinner Discussion Question posted on social media and sent out in Hawk Talk newsletter

The school distributes Information related to school and parent programs, meetings, and other activities to Title I, Part A parents in a format and language that the parents understand (ESSA Section 1116[e][5]).

- Bilingual Community Liaison provides translation at parent meetings, including IEPS, PTSA and ELAC meetings, Student Study Team meetings, and all other situations requiring translation
- All flyers are translated into Spanish

The school provides support for parental involvement activities requested by Title I, Part A parents (ESSA Section 1116[e][14]).

- PTSA and ELAC presidents provide opportunities for parents to give suggestions as to topics they want information on
- Counselor sends out needs assessment surveys in both English and Spanish to collect information on what parents consider are important social-emotional and mental health topics

The school provides opportunities for the participation of all Title I, Part A parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents understand (ESSA Section 1116[f]).

- All parents are invited to join PTSA
- All English-Language learner families are invited to participate in ELAC
- All parents are invited to attend CHIEF meetings
- All IEPS, flyers and Student Study Team materials are translated as requested by family

This Compact was adopted by the Hankey International Baccalaureate Academy on September 27, 2018 and will be in effect for the period of one year.

The school will distribute the Compact to all parents of students participating in the Title I, Part A program on, or before: November 2, 2018.

Dana Aguilera

Signature of Authorized Official

September 27, 2018

Date

California Department of Education
March 2018



Capistrano Unified School District
Hankey K-8 Academy

Preschool to Kindergarten Transition Plan

The transition plan between preschool and kindergarten was developed to improve the transition of children from preschool to kindergarten and includes the following components:

Action Steps	Benefits	Evaluation	Assigned to
Communicate Kindergarten Round Up information to Saddleback Child Development Center	Additional preschool population for potential student recruitment	Agenda Sign-In Sheet	Principal
Kindergarten Round Up	Introduces our Primary Year Program	Agenda Sign-In Sheet	Principal Kindergarten Teachers
Kindergarten Parent orientation	Parent Education	Parent questions	Principal Kindergarten Teachers
Preschool Students Visit Kindergarten Classrooms	Student understanding of Kindergarten Environments	Record of Visit	Preschool Teachers Kindergarten Teachers
Preschool/Kindergarten Teacher Articulation Meetings twice a year in the fall and spring	Provider Education Program Quality Improved Transitions	Agenda Sign-In Sheet	Preschool Teachers Kindergarten Teachers
School Readiness Parent Presentations	Parent Education	Agenda Sign-In Sheet	Early Childhood Programs (district wide) School Staff (site specific)
Meeting and Transfer of Records and Documents	Communication Enhanced Program Placement	Records	Principal Preschool Teachers Early Childhood Programs Staff School Office Staff

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Clarence Lobo Elementary School	30-66464-6111819	November 2, 2020	November 18, 2020

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program
Lobo is a schoolwide Title I school.

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

This School Plan is aligned with the District’s Local Control and Accountability Plan through collaboration with District staff in examining state and local data as part of a comprehensive needs assessment; developing goals, measurable outcomes, and strategies, actions and services that are aligned with those of the District; providing supplemental services that support improved performance for high-needs students; and developing a system for monitoring and evaluating the efficacy of the plan in achieving its goals.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

ELAC, School-wide (parent, student, staff)

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Classrooms are being observed on a daily basis in formal, as well as informal ways.

Based on these observations, our school is focusing on increasing student engagement and curriculum that reflects rigorous content, emphasizes critical thinking, application, and innovation. We are also focusing on the 4 C's (Communication, Creativity, Collaboration, and Critical Thinking), as well as incorporating the Next Generation Science Standards.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

All teams utilize data from SBA, CAST, ELPAC, and other District assessments for growth targets for all students and for significant student groups.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Teams analyze data from formative and summative common, embedded assessments to monitor student acquisition of essential skills, and determine which students need modified instruction and/or additional support.

Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

Personnel Services monitors teachers for Highly Qualified Teacher (HQT) status and assists teachers not meeting HQT status with resources to meet requirements.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

Teachers have been trained in standards-based instruction with their current adopted materials. Professional development is ongoing and conducted through a variety of vehicles, including embedded PD, in-person coaching, and District-wide training.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

CUSD Professional Development has placed focus on standards-based and great first instruction (GFI), prioritizing areas in support of the LCAP and LCAP Addendum, with a focus on growth for all students and closing the achievement gap for underperforming student groups.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

Instructional Coaches and Curriculum Specialists have been working with all sites in support of great first instruction that embeds scaffolds to ensure access to the core curriculum. In addition, they provide support and professional development in support of CA state standards.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

CUSD has established common collaborative time across all grade levels and departments. In grades K-8, this time is called ACE time. In high school, this time is termed late start. Regardless of the grade level, the focus during this collaborative time is to ensure clarity on the essential standards, design assessments that target those essential skills and concepts, deliver additional support to students who demonstrate the need, and work to provide great first instruction for all students.

Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

Current instruction and materials have transitioned to the CA state standards. CUSD is following the State calendar for the recommendation of state approved materials.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

District policies support specific instructional minutes to ensure appropriate instruction in ELA, mathematics, physical education, and English language development.

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Teacher teams utilize Standards Schedules which embed time for additional support and differentiation across content areas.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

All students have access to standards-aligned materials and textbooks.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

All core courses utilize State Board of Education or District-adopted standards-aligned instructional materials, including intervention materials, and are provided access to standards-aligned core courses.

Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Teachers utilize assessments to identify students needing additional time and support. Tier I and II interventions are embedded within the instructional day. Student Success Team support is activated when Tier II interventions are required.

Evidence-based educational practices to raise student achievement

CUSD has implemented SIOP practices to enhance student achievement in the core curriculum. Teachers have been trained in the various components, have received coaching in support of their implementation, and monitoring is occurring schoolwide.

Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

All schools in CUSD have counselors to provide social-emotional and behavioral prevention and intervention programs. All schools with 15% or more English learners have a Bilingual Community Liaison to assist families and connect them to resources and support. The homeless program provides school breakfast and lunch programs, transportation to and from school, school clothing, and school supplies.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

School site advisory committees such as English Learner Advisory Committee (ELAC) and School Site Council (SSC) provide input into the School Plan for Student Achievement (SPSA). These committees have representatives of parents, teachers, administrators, and other school personnel. ELAC members serve on the District English Learner Advisory Committee (DELAC). The DELAC reviews the Consolidated Application.

Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

CUSD has allocated Title I, Title II, and Title III funding for supplemental services such as Instructional Coaches, teacher professional development, middle and high school sections to lower class size for English language development, and supplemental electronic learning programs to enable under-performing students to meet standards.

Fiscal support (EPC)

State and federal funding sources are allocated with priority on closing the achievement gap for all under-performing student groups.

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

At the September 29 November 10 staff meetings the goals and actions were developed with the leadership team. At the ELAC meeting, the draft document was shared and input gathered. At the October 28 School Site Council meeting, the document was shared and discussed for input.

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

No resource inequities have been identified.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

LCAP Goal 1: Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Goal 1

All students will demonstrate grade level literacy and numeracy as measured by CFA's DIBELS, iReady and the 2020-2021 CAASSP.

All students and staff will demonstrate social, emotional, and behavioral well being and value the cultural diversity of the community as measured by attendance records, engagement records, and assertive discipline referrals.

Identified Need

Our EL students are far below all other subgroups.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
SBAC ELA	49.22 Percent	49.22 Percent
SBAC Math	40.62%	40.62%
Attendance Records	94.06%	98%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

EL students

Strategy/Activity

Professional Learning Communities will analyze and interpret data to plan instruction; ETAPS have been selected to form an intervention team to support teachers in implementing a strong system of interventions at all tiers.

ETAPS and administrators will attend Solution Tree conference.

- Implementation of school-wide structured learning block (during hybrid: 15 minutes in AM block and 15 minutes in PM block)

- Use Common Assessments based on priority standards (formative, interim, and summative) to inform instruction, monitor student progress, and adjust instruction to meet individual student needs (students with disabilities, English learners, students not meeting standards through students exceeding standards).
- Use Common Core State Standards (CCSS) to plan lessons in order to ensure that all students have access to standards and lessons are in alignment with them.
- Utilize resources including CA ELA/ELD Framework, NGSS, History/Social Science Framework, and CUSD Units of Study, and CA Mathematics Framework as additional support to meet student learning needs. Using Wonders and Benchmark on a daily basis to guide instruction.
- Utilize Canvas to provide consistent access to core content and independent practice opportunities.
- DIBELS and diagnostic assessment data will be used to meet differentiated student learning needs.
- iReady Standards Mastery assessments in both ELA and Math will be utilized as a means of formative assessment to monitor student progress and growth.
- Structured Language Leader Time will be implemented school wide as a time for designated ELD and structured language support.
- ACE time will be dedicated to monitoring student achievement.
- Attendance and discipline data will be maintained and analyzed, to identify additional needs. (December, February, and April)
- Additional professional learning and Implementation of Tier 1 PBIS

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
400	Low-Performing Students Block Grant
3000	Title I

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students needing intervention, but specifically our EL students.

Strategy/Activity

Increase disciplinary literacy to a Depth of Knowledge (DOK) level 3 or higher for all students

- All teachers implement Great First Instruction (GFI); Additional teacher to reduce combination classes and reduce class size
- All teachers implement integrated ELD across all content areas, K-12.
- All teachers differentiate to meet the needs of all learners (students with disabilities, English learners, students not meeting standards through students exceeding standards).
- Annotating nonfiction texts
- Students will be taught to support written and oral claims using content vocabulary
- Students are expected to speak in complete sentences
- Sentence frames
- Oral reports
- School-wide use of Thinking Maps
- PLC time allotted for full day to look at data and plan for successful intervention with subs paid from low-performing student block grant.
- Technology to support learning (eg. projectors)
- Instructional materials
- All teachers will implement of PBIS

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
75000	Title I
6713	Title I
10000	Title I

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Implement intervention instruction and progress monitoring data collection and relevant professional development to support students not meeting standards.

- Implement Voyager Passport Reading intervention for students at risk in grades 1-5.
- Administer universal screening for all students K-5 in DIBELS in order to identify at risk students.
- Administer DIBELS assessment every two weeks for progress monitoring for students requiring intervention.
- Implement newly revised Student Success Team process (elementary) to meet the needs of all learners.
- Counselors support social-emotional and behavioral goals and implement curriculum (Second Step (K-5).
- Tier 3 after school tutoring intervention
- Additional day of counselor for social emotional wellness and PBIS
- Additional paraeducators for Extended Learning
- iReady ELA

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
11160	Low-Performing Students Block Grant
21000	Title I
20000	Title I
5000	Title I

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

- Teachers will get training on Ellevation to monitor EL and RFEP students.
- Teacher training on reclassification criteria
- Teacher training on EL instructional strategies

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

1500

Title I

Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students below standard

Strategy/Activity

49.22% of All Student group met or exceeded the standard in ELA on the SBA in 2018-2019 (compared to District average of 70.5%)

11.43% of EL student group met or exceeded the standard in ELA on the SBA in 2018-2019 (compared to District average of 12.9%)

Teacher articulation time during staff meetings will focus on writing as 35.6% of students are not at standard.

- increase consistency
- Fidelity with use of Thinking Maps
- writing instruction to include scaffolding for EL students

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Strategy/Activity 6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students below standard

Strategy/Activity

40.62% of All Student group met or exceeded the standard in Math on the SBA in 2018-2019 (compared to District average of 61.18%)

41.15% are below standard in concepts and procedures.

Teachers will look at instructional and engagement strategies to improve delivery of concepts and procedures.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Annual Review

SPSA Year Reviewed: 2019-20

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Teachers will be able to have time to evaluate and discuss assessments and discuss the success and failure of interventions.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There are no major differences.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

There are no changes at this time.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

LCAP Goal 2: Communicate with, and engage students, parents, employees, and community members in Districtwide and community specific decisions.

Goal 2

Communication at Lobo will improve so that students, parents, employees, and community members are involved in school decisions.

Identified Need

Our EL families are least likely to attend school meetings and parent trainings.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Participation Log	6 parents attend "Coffee with the Principal"	20 parents attend "Coffee with the Principal"
ELAC Attendance	10 parents attend ELAC meetings	20 parents attend ELAC meetings
School Messenger	1x week	1x week
Coffee with the Principal	1x month	1x month

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students especially our EL families

Strategy/Activity

Goal 2 – Interventions:

In support of our LEA plan on communicating with, and engaging the whole school community, we will be using the following strategies:

PTA

Website

Dual language communication

Interpreter present during association meetings

Social Media - Twitter and Instagram

ELAC
DELAC
GATE
Marquee
School Messenger (English and Spanish)
SSC
Parent Education Nights (English and Spanish)
Coffee with the Principal (English and Spanish)
Community Liaison
Red Ribbon Week
School Assembly (virtual)
Anti Bullying/Safe Playgrounds
Yearly parent survey to ensure continuous growth
PBIS
Zones of Regulation

Translation and interpretation - documents are translated in Spanish; meeting interpretation in Spanish

Parent presentations (Coffee with the Principal, Parent Education Zooms, etc.) will be offered in both the mornings and the evenings.

A participation prize drawing will be held at the end of each parent presentation.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Annual Review

SPSA Year Reviewed: 2019-20

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

An overall awareness of our EL families and a concerted effort by all the staff to welcome our EL families to our campus.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There are no major differences.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

There are no changes at this time.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

LCAP Goal 3: Optimize facilities and learning environments for all students.

Goal 3

Enhance facilities to ensure they are clean, safe, healthy, functional, and appropriate to foster academic achievement, including access to technological devices to support 21st century learning.

Identified Need

As a result of distance learning, we need to have more sufficient technology.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Usage of technology in the classrooms	Technology 2 times a week in classrooms	Technology used daily in classrooms
Canvas Participation	Canvas participation occurs regularly in 7 out of 10 classrooms.	Canvas usage will occur daily in all general education classrooms.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students are exposed to lessons that incorporate technology on a daily basis

Strategy/Activity

Goal 3 – Facilities

In support of our LEA plan our elementary school is committed to optimizing safety at our site by utilizing the following partnerships/activities:

Parent Safety Presentations
 DEE Training
 Sheriff
 Drug Use Is Life Abuse Education
 SRO
 Community Presentations
 Safety Committee
 Anti-Bullying

The Great CA Shakeout
 Student Council
 Campus Supervision
 Disaster Plans
 Chrome Books/Trainings
 Visitor Check-in Materials/Procedures
 Digital Literacy Teacher/Standards
 Professional Learning Opportunities
 Recycling
 Backpack racks outside to minimize clutter in the classrooms.
 School Progressive Discipline Plan
 Nutrition Wellness Presentations

Data:
 Canvas Participation Data (teacher and student)
 Canvas Published Content
 Safety Logs
 First Responder Inspections
 Williams Inspection

There will be no serious infractions in safety measures at the site
 100% of 5th graders will use Chromebooks in their instruction.

Additional Wi-Fi ports have been installed campus wide to accommodate the increased use of technology at the school site. Students have received district issued Chromebooks that are used in the classroom and at home. Canvas has been adopted as a learning platform to provide consistency and continuity in student learning. Professional learning opportunities have been provided to all teachers, extended learning staff, and para-educators.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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Annual Review

SPSA Year Reviewed: 2019-20

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Due to budget constraints, we need to use the technology we have to its maximum.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

We do not have any money to purchase new equipment.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

There are no changes unless there is a budget surplus to purchase new technology.

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$245,962
Total Federal Funds Provided to the School from the LEA for CSI	\$0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$155,867.00

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$142,213.00

Subtotal of additional federal funds included for this school: \$142,213.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
General Fund	\$2,094.00
Low-Performing Students Block Grant	\$11,560.00

Subtotal of state or local funds included for this school: \$13,654.00

Total of federal, state, and/or local funds for this school: \$155,867.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 5 Parent or Community Members
- 0 Secondary Students

Name of Members	Role
Laura Kindron	Principal
Michelle Viglielmo	Classroom Teacher
Julie Payne	Classroom Teacher
Marisa Young	Classroom Teacher
Julie McClure	Other School Staff
Katie Pettit	Parent or Community Member
John McCracken	Parent or Community Member
Kim Jones	Parent or Community Member
Ashley Vest	Parent or Community Member
Ursula Luciani	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature

Committee or Advisory Group Name

English Learner Advisory Committee

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on 10/28/2020.

Attested:

Principal, Laura Kindron on 11/2/2020

SSC Chairperson, Katie Pettit on 11/2/20

Title I School-Level Parent and Family Engagement Policy Clarence Lobo Elementary School

Clarence Lobo Elementary School has developed a written Title I parent and family engagement policy with input from Title I parents and family members. The school met with members of the School Site Council and also solicited ideas from PTSA and ELAC members. It has distributed the policy to parents and family members of Title I students. The school distributed the policy to all families during the fall Parent-Teacher conferences. The policy describes the means for carrying out the following Title I parent and family engagement requirements [20 USC 6318 Section 1118(c),-(g) inclusive].

Involvement of Parents in the Title I Program

To involve parents and family members in the Title I program at Clarence Lobo Elementary School the following practices have been established:

- a) The school convenes an annual meeting, at a convenient time, to which all parents of participating children shall be invited to attend and encouraged to attend, to inform parents and family members of their school's participation in the Title I program and to explain the requirements, and the right of the parents to be involved. (20 USC 6318 (c)(1))

The principal will present a power point explaining the Title I program, and specifically how the school will be using the allocated Title I funds at the first PTSA and ELAC meetings of the school year.

- b) The school offers a flexible number of meetings, such as meetings in the morning or evening, and may provide, with Title I funds, transportation, child care, or home visits, as such services relate to parent involvement. (20 USC 6318 (c)(2))

PTSA and ELAC meetings are alternated monthly, between morning, evening and afterschool meetings. Child care will be provided at both meetings when held in person.

The school involves parents in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I program, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan. (20 USC 6318 (c)(3))

Suggestions for planning and improving the school's Title I program are solicited through dialogue with the parent groups, including ELAC, SSC and PTSA. Review of the program and policies is done by the school's School Site Council.

- c) The school provides parents of participating students with
 1. Timely information about the Title I program. (20 USC 6318 (c)(4)(A))
A presentation about the Title I program will be provided to parents by the

principal at the beginning of the year PTSA and ELAC meetings. The Family Compact will be given to parents during the fall Parent Teacher conferences.

2. A description and explanation of the curriculum in use at the school, the forms of academic assessments used to measure student progress, and the achievement levels of the challenging State academic standards. (20 USC 6318 (c)(4)(B))

Clarence Lobo Elementary School implements a parent communication design utilizing five key opportunities to meet with parents throughout the school year. The five times set aside each year for all parents to receive explanations of the curriculum and assessments are as follows:

- 1) *Back to School Night- (September- Trimester 1)*
- 2) *Parent/Teacher Conferences- Goal Setting-(October- Trimester 2)*
- 3) *K-5 Open House- (January- Trimester 2)*
- 4) *Parent/Teacher Spring Conferences- (March- Trimester 3)*
- 5) *ELAC and PTA meetings (ongoing throughout the year)*

3. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (20 USC 6318 (c)(4)(C))

Parent suggestions and decisions to participate in their child's education are welcomed by the school and are encouraged during the monthly PTSA and ELAC meetings. Additionally, parents may request a conference with their child's teacher to address concerns at any point during the school year.

- d) If the schoolwide program plan is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to the local educational agency. (20 USC 6318 (c)(5))

Clarence Lobo Elementary School will submit to the district any parent comments if the schoolwide plan is not satisfactory to parents of participating children.

Building Capacity for Involvement (Parental Involvement Policy continued)

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted with Title I, Part A funds, the school has established the following practices:

- a) The school provides parents with assistance in understanding such topics as the challenging State academic standards, State and local assessments, the requirements of Title I, Part A, and how to monitor a child's progress and work with educators to improve the achievement of their children. (20 USC 6318 (e)(1))

School staff, including teachers, counselor, the ELD Coordinator, the principal and the Bilingual Community Services Liaison, assist parents with understanding topics such as state standards, assessments, and monitoring progress through PTSA and ELAC meetings, Coffee with the Principal events, individual family conferences.

- b) The school provides parents with materials and training to help parents work with their children to improve their children's achievement. (20 USC 6318 (e)(2))
Parents who attend PTSA, ELAC and Coffee with the Principal meetings are provided with materials and trainings relevant to the topics covered. The school's Bilingual Community Services Liaison is available to support parents requesting help with logging into School Loop, Parent Portal, supporting students with homework, and any other academic or social concerns. The school counselor is also available to assist parents with resources to help with social-emotional and mental health questions.
- c) *The school educate teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (20 USC 6318 (e)(3))*

Capistrano Unified School District provides staff development training for certificated and classified staff to support improved communication between school and home.

- d) The school, to the extent feasible and appropriate, coordinate and integrate the parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. (20 USC 6318 (e)(4))
Parent resources with other Federal, State and local programs are made available to parents through the Family Resource Center, located at the District Office. Resources are also available on line. Parents are shown how to access these resources at PTSA and ELAC meetings, as well as individually upon request by school staff.
- e) The school ensures that information related to school and parent programs, meetings, and other activities to parents is sent in a format and, to the extent practicable, in a language the parents can understand. (20 USC 6318 (e)(5))

The school's Bilingual Community Liaison provides translation for all meetings and flyers.

- f) The school provides such other reasonable support for parental involvement activities as parents may request. (20 USC 6318 (e)(14))
When permitted, parents are encouraged to volunteer at the school site to the best of their abilities, including helping in the classroom, participating at all school events. Opportunities for involvement are promoted through social media, the weekly School Messenger and at PTSA and ELAC meetings.

- **Accessibility**

Clarence Lobo Elementary School, to the extent practicable, provides opportunities for the informed participation of all parents and family members (including parents and family members with limited English proficiency, parents and family members with disabilities, and parents and family members of migratory students) including providing information and school reports are provided in a format and language that parents understand.

The school's Bilingual Community Liaison provides translation for all meetings and flyers.



Capistrano Unified School District
Clarence Lobo Elementary School

Preschool to Kindergarten Transition Plan

The transition plan between preschool and kindergarten was developed to improve the transition of children from preschool to kindergarten and includes the following components:

Action Steps	Benefits	Evaluation	Assigned to
Kindergarten Round Up	Introduces our Primary Year Program	Agenda Sign-In Sheet	Principal Kindergarten Teachers
Kindergarten Parent orientation	Parent Education	Parent questions	Principal Kindergarten Teachers
Preschool/Kindergarten Teacher Articulation Meetings twice a year in the fall and spring	Provider Education Program Quality Improved Transitions	Agenda Sign-In Sheet	Preschool Teachers Kindergarten Teachers
School Readiness Parent Presentations	Parent Education	Agenda Sign-In Sheet	School Readiness Staff (district wide) School Staff (site specific)
Transfer of Records	Communication Enhanced Program Placement	Records	Preschool Teachers Child Development Staff School Office Staff

Clarence Lobo Elementary School-Parent Compact

The school distributes to parents of Title I, Part A students, a school-parent compact (Compact). The Compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. The Compact describes specific ways the school and families will partner to help children achieve the state's high academic standards. The Compact addresses the following legally required items, as well as other items suggested by parents of Title I, Part A students:

- The school's responsibility to provide high-quality curriculum and instruction (ESSA Section 1116[d][1]).
- The ways parents will be responsible for supporting their children's learning (ESSA Section 1116[d][1]).
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities (ESSA Section 1116[d][2]).

- The compact will be jointly developed with parents, and will be reviewed and updated annually by School Site Council.
- The compact will be annually distributed in the First Day Packet.

The school engages Title I, Part A parents in meaningful interactions with the school. The Compact supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices:

The school provides Title I, Part A parents with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their children (ESSA Section 1116[e][1]).

- Elementary Back to School Night classroom presentations
- Parent-teacher conferences (twice per year- mandatory in fall, optional in spring)
- Parent-teacher meetings held on request
- ELAC and PTSA meeting topics focusing on understanding academics and assessments
- Coffee with the Principal meetings
- K-5 Open House
- Trimester standards based report cards

The school provides Title I, Part A parents with materials and training to help them work with their children to improve their children's achievement (ESSA Section 1116[e][2]).

- ELAC and PTSA meeting topics focused on providing parents with ideas for supporting students at home
- Elementary Back to School Night presentations
- Student Study Team Family Partnership Plan for MTSS Tier 2 students
- Coffee with the Principal meetings
- Counselor presentations on a variety of topics
- Counselor's Corner on Website

With the assistance of Title I, Part A parents, the school educates staff members in the value of parent contributions, and in how to work with parents as equal partners (ESSA Section 1116[e][3]).

- ACE meeting topics addressing partnering with parents
- Teachers attend PTSA and ELAC meetings
- PTSA facilitated Room Mom program-parents work with teachers as to how best support the classroom

The school coordinates and integrates the Title I, Part A parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children (ESSA Section 1116[e][4]).

- PTSA
- ELAC
- School Event volunteer opportunities
- Classroom volunteer opportunities
- Garden Club volunteer opportunities

The school distributes Information related to school and parent programs, meetings, and other activities to Title I, Part A parents in a format and language that the parents understand (ESSA Section 1116[e][5]).

- Bilingual Community Liaison provides translation at parent meetings, including IEPs, PTSA and ELAC meetings, Student Study Team meetings, and all other situations requiring translation
- All flyers are translated into Spanish

The school provides support for parental involvement activities requested by Title I, Part A parents (ESSA Section 1116[e][14]).

- PTSA and ELAC presidents provide opportunities for parents to give suggestions as to topics they want information on
- Counselor sends out needs assessment surveys in both English and Spanish to collect information on what parents consider are important social-emotional and mental health topics

The school provides opportunities for the participation of all Title I, Part A parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents understand (ESSA Section 1116[f]).

- All parents are invited to join PTSA
- All English-Language learner families are invited to participate in ELAC
- All IEPs, flyers and Student Study Team materials are translated as requested by family

This February 12, 2020 and will be in effect for the period of **one year**.

The school will distribute the Compact to all parents of students participating in the Title I, Part A program on, or before: **November 30, 2020**.

Laura Kindron

Signature of Authorized Official

December 8, 2020

Date

California Department of Education
February, 2020

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Chief Administrative Officer, Education and Support Services
Prepared by: Stacy Yogi, Executive Director, State and Federal Programs

Date: February 17, 2021

Board Item: First Reading - Board Policy 6176, Education of Homeless Children and Youth

HISTORY

Board Policy 6176, *Education of Homeless Children and Youth*, was adopted on October 12, 2003.

BACKGROUND INFORMATION

The Every Student Succeeds Act (ESSA) was released in 2016 and new guidance was provided to serve and support students in homeless situations.

CURRENT CONSIDERATIONS

Board Policy 6176 has been revised to reflect ESSA guidance and bring the policy in alignment with current law. Revisions include adding language about comparable services, notice of educational rights, designation of a homeless liaison, educational records and Family Educational Rights and Privacy Act (FERPA), and coordination with other agencies, entities and local educational agencies.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

Following discussion, it is recommended the Board of Trustees approve Board Policy 6176, *Education of Homeless Children and Youth*.

PREPARED BY: Stacy Yogi, Executive Director, State and Federal Programs

APPROVED BY: Susan Holliday, Chief Administrative Officer, Education and Support Services

EDUCATION OF HOMELESS CHILDREN AND YOUTH

The Governing Board recognizes its obligation to ensure that homeless children have access to the same free and appropriate public education provided to other children within the district. The district shall provide homeless students with access to education and other services necessary for these students to meet the same challenging ~~performance~~ academic standards as other students. Each homeless student shall be provided services comparable to the services offered to other students in the district including, but not limited to, transportation, educational programming for which the student otherwise meets eligibility (e.g., Title I, special education), career and technical programs, and school nutrition programs. Students shall not be segregated into a separate school or program based on their status as homeless, nor shall homeless students be stigmatized in any way.

The Superintendent or designee shall ensure that the public notice of the educational rights of homeless children is disseminated in District schools as required by law. The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to the absences or outstanding fees or fines.

The Superintendent or designee shall designate an appropriate staff person to serve as the liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school. District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in fulfilling their duties and roles.

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g.

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

~~In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise. The student may continue attending the school of origin for the duration of the homelessness and until the end of any academic year in which the student moves into permanent housing. If a dispute arises over school selection or enrollment in a particular school, the student shall be immediately admitted, pending resolution of the dispute, to the school in which enrollment is sought.~~

EDUCATION OF HOMELESS CHILDREN AND YOUTH (continued)

~~The district shall provide transportation for a homeless student to and from a district school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries but continues to attend this district's school of origin, the Superintendent or designee shall consult with the Superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation.~~

The Superintendent or designee shall coordinate with other agencies and entities, as necessary, to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. The Superintendent or designee shall collaborate with local social service agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities.

Legal Reference:

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

EDUCATION CODE

~~1980-1986 County community schools~~

~~2558.2 Use of revenue limits to determine average daily attendance of homeless children~~

~~39807.5 Payment of transportation costs by parents~~

~~UNITED STATES CODE, TITLE 42~~

~~11431-11435 McKinney Vento Homeless Assistance Act~~

48850 Educational rights of homeless and foster youth

48852.5 Notice of educational rights of homeless students

48852.7 Enrollment of homeless students

48915.5 Recommended expulsion, homeless student with disabilities

48918.1 Notice of recommended expulsion

51225.1-51225.3 Graduation requirements

52052 Accountability; numerically significant student subgroups

52060-52077 Local control and accountability plan

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

UNITED STATES CODE, TITLE 20

EDUCATION OF HOMELESS CHILDREN AND YOUTH (continued)

1087vv Free Application for Federal Student Aid; definitions

1232g Family Educational Rights and Privacy Act

6311 Title I state plan; state and local educational agency report cards

12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources:

CALIFORNIA CHILD WELFARE COUNCIL PUBLICATIONS

Partial Credit Model Policy and Practice Recommendations

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Homeless Education Dispute Resolution Process, January 30, 2007

NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS

Homeless Liaison Toolkit, 2013

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Dear Colleague Letter, July 27, 2016

Education for Homeless Children and Youths Program, Non-Regulatory Guidance, July 2016

WEB SITES

California Child Welfare Council: <http://www.chhs.ca.gov/Pages/CACChildWelfareCouncil.aspx>

California Department of Education, Homeless Children and Youth Education: <http://www.cde.ca.gov/sp/hs/cy>

National Center for Homeless Education at SERVE: <http://www.serve.org/nche>

National Law Center on Homelessness and Poverty: <http://www.nlchp.org>

U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>

Policy

Adopted: October 12, 2003

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California