



COLLEGE AND CAREER ADVANTAGE

San Juan Capistrano, CA 92675

GOVERNING BOARD MEETING

Agenda

June 23, 2021

9:00 a.m.

Due to the nature of the COVID-19 pandemic and in accordance with Governor Newsom's Executive Order N-29-20, issued on March 17, 2020, the Board members will have the option to attend the meeting and take action on any item telephonically. The public may join the meeting via Zoom. Information for joining the Board meeting via Zoom can be found on the College and Career Advantage home page at www.ccadvantage.org

There will be no physical meeting location open to the public. For this meeting, public input will not be facilitated in person. The District has provided the following option for the public to address the Board telephonically. Please submit your request online to address the Board. 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 on the following page of this agenda. Per the Ralph M. Brown Act the heading 'Public Health Emergency' is the appropriate language at this time based on the Governor's Executive order allowing public Boards to conduct business under the current circumstances.

RECORDING OF SCHOOL BOARD MEETINGS

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

AGENDA

CALL TO ORDER

ROLL CALL:	Present	Absent
Trustee Braunstein	_____	_____
Trustee McNicholas	_____	_____
Trustee Jones	_____	_____
Trustee Perry	_____	_____
Trustee Vickers	_____	_____

PUBLIC HEARING: Adoption of final budget for 2021-22 – Agenda #16

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

Motion _____ Second _____

**ACTION/ROLL
CALL**

ROLL CALL: Trustee Braunstein _____
Trustee Jones _____
Trustee McNicholas _____
Trustee Perry _____
Trustee Vickers _____

**2. PRESENTATION – LOS ANGELES / ORANGE COUNTY
REGIONAL CONSORTIUM (LAOCRC)**

DISCUSSION

Michael Sacoto, K-14 Technical Assistant Provider, Orange County, will provide the Board with an overview of work through the K-12 Strong Workforce Program.

Contact: Patricia Romo, Executive Director

3. EXECUTIVE DIRECTOR'S REPORT

ORAL COMMUNICATIONS

Addressing the Board. The Governing Board encourages citizens to participate in the operation of the CCA and, in turn, desires to be responsive to the needs of the school community. Any person may address the Board concerning an item on the agenda. The Board President may exercise judgment as to the time allotted to each speaker or on each subject. Board policy states that presentations are generally limited to three minutes for each speaker and a maximum of twenty minutes to each subject.

For Items on the Agenda: If you wish to address the Board regarding an item on the Board agenda, please complete a speaker card and give the card to the Board Secretary prior to the meeting. Please indicate on the card the specific Board item you wish to address and the Board President will call upon you to speak when the agenda item is being discussed.

For Items Not on the Agenda: If you wish to address the Board regarding a matter which is not included on the meeting agenda but which is within Board jurisdiction, please complete a speaker card and give the card to the Board Secretary prior to the meeting. Please indicate on the card the specific subject you wish to address. The Board President will call upon you to speak at the appropriate time. The Board is prohibited from taking action at the meeting on any matter not included on the posted agenda.

The Governing Board encourages citizens to participate in public school matters, and there is a professional staff of administrators available to handle most matters of public concern. It is expected that matters ordinarily will be presented to the administrative staff prior to the Board's involvement. It is requested that individuals who speak during the public meeting will be courteous and avoid remarks which reflect adversely on the character or motives of any person, or his or her race, religion, political views or economic status.

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 Monday before the scheduled meeting. Such notification shall provide CCA personnel time to make reasonable arrangements to assure accessibility to the meeting.

4. COMMENTS FROM THE PUBLIC

DISCUSSION

Non-agenda items. Individuals may be limited to 3 minutes. To submit comments, please click [here](#).

CONSENT CALENDAR

All matters listed under the consent calendar are considered to the Board to be routine and will be enacted by the Board in one motion in the form listed below. Usually no discussion will occur on these items; however, any member of the Board, audience or staff may request discussion of specific items on the consent calendar.

5. MINUTES

Pages 1-6

Approval of the minutes of the Board meeting on March 4, 2021, (supporting information).

6. PURCHASE ORDERS

Pages 7-11

Board to ratify/approve purchase orders as presented (supporting information).

7. CHECKS

Pages 12-13

Board to ratify/approve checks as presented (supporting information).

8. PERSONNEL ASSIGNMENT ORDER

Page 14

Board to ratify/approve personnel assignment order as presented (supporting information).

9. TRAINING AGREEMENTS

Pages 15-16

Board to approve the Community Classroom Training Agreement with Twins Physical Medicine and Pacific Pulmonary Medical Group (supporting information).

10. LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES

Pages 17-34

Board to ratify/approve retainer agreement for legal representation for the 2021-22 school year between College and Career Advantage and the Law Offices of Margaret A. Chidester & Associates (supporting information).

- 11. BUSINESS-PLUS SYSTEM SUPPORT AND SOFTWARE SUPPORT SERVICE AGREEMENT #51647** Pages 34-42
 Board to ratify/approve Business-Plus System Support and Software Support Service Agreement #51647 between Orange County Superintendent of Schools and College and Career Advantage. Term of the annual software support service Agreement shall be for one year commencing July 1, 2021 and ending June 30, 2022. Cost to the Organization is \$25,000.00 (supporting information).
- 12. HUMAN RESOURCES APPLICATION SOFTWARE SUPPORT SERVICE AGREEMENT #46314, AMENDMENT #3** Pages 43-44
 Board to ratify/approve Amendment #3 to the Human Resources Application and Software Support Service Agreement between Orange County Superintendent of Schools and College and Career Advantage. Term of the Amendment shall be for one year commencing July 1, 2021 and ending June 30, 2022. Cost to the Organization is \$10,000.00 (supporting information).
- 13. MEMORANDUM OF UNDERSTANDING (MOU) WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS** Pages 45-51
 Board to ratify/approve MOU for credentialing services with Orange County Superintendent of Schools effective July 1, 2021 through June 30, 2022. There is no cost to the organization (supporting information).
- 14. STRONG WORKFORCE PROGRAM (SWP) PATHWAY IMPROVEMENT GRANT SERVICE AGREEMENT #51724, ROUND 3 WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS** Pages 52-69
 Board to ratify/approve the SWP Pathway Improvement Grant Service Agreement #51724, Round 3 with Orange County Superintendent of Schools (supporting information).
- 15. CASH FLOW ADVANCE** Pages 70-71
 Approval of the ratification of a cash flow advance in the amount of \$300,000 from Capistrano Unified School District (CUSD). College and Career Advantage has been waiting to receive \$1.37 million Career Technical Education Incentive Grant (CTEIG) funds from California Department of Education with a grant period of July 1, 2020 through June 30, 2022. Guidance from CUSD's auditor was for the transaction to be treated as an advance on the following year's funding to CCA. CUSD advanced CCA the requested funds. When CUSD provides funding to CCA for the 2021-22 fiscal year, the amount will be reduced by \$300,000 to satisfy both the receivable of CUSD and the liability of CCA (supporting information).

Motion _____ Second _____

ACTION/
ROLL CALL

ROLL CALL: Trustee Braunstein _____
 Trustee Jones _____
 Trustee McNicholas _____
 Trustee Perry _____
 Trustee Vickers _____

NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR A ROLL CALL VOTE.

DISCUSSION/ACTION ITEMS

16. 2021-22 PROPOSED FINAL BUDGET Pages 72-136

Board to consider approval of 2021-22 proposed final budget as presented (supporting information).

Contact: *Cindy Fox, Accountant*

Public Hearing declared open _____ A.M.; declared closed _____ A.M.

Motion _____ Second _____

ACTION/ROLL CALL

ROLL CALL: Trustee Braunstein _____
 Trustee Jones _____
 Trustee McNicholas _____
 Trustee Perry _____
 Trustee Vickers _____

17. IMPLEMENTATION OF FURLOUGH DAYS FOR 2021-22 Pages 137-138

Board to consider approval of implementing furlough days for the 2021-22 school year (supporting information).

Contact: *Patricia Romo, Executive Director*

Motion _____ Second _____

Exhibit A
ACTION/ROLL CALL

ROLL CALL: Trustee Braunstein _____
 Trustee Jones _____
 Trustee McNicholas _____
 Trustee Perry _____
 Trustee Vickers _____

18. ENROLLMENT DATA Pages 139-140
DISCUSSION

Board to receive enrollment data for middle school and high school for 2020-21 with comparison data from 2019-20 (supporting information).

Contact: *Kim Thomas, Director, Instructional Programs*

19. CONFLICT OF INTEREST CODE Pages 141-143

Board to review and consider approval of revisions to the Conflict of Interest Code (supporting information).

Contact: *Patricia Romo, Executive Director*

Exhibit B-C
ACTION/ROLL CALL

Motion _____ Second _____

ROLL CALL: Trustee Braunstein _____
Trustee Jones _____
Trustee McNicholas _____
Trustee Perry _____
Trustee Vickers _____

20. **RESOLUTION #06-20/21 - YEAR-END INTERNAL TRANSFERS**
Board to consider adoption of Resolution #06-20/21 for routine internal transfers in order to balance expenditure classifications and permit the payment of obligations of the budget for fiscal year 2020-21 (supporting information).

Pages 144-145
ACTION/ROLL CALL

Contact: Patricia Romo, Executive Director

Motion _____ Second _____

ROLL CALL: Trustee Braunstein _____
Trustee Jones _____
Trustee McNicholas _____
Trustee Perry _____
Trustee Vickers _____

21. **RESOLUTION #07-20/21 - SALARY SCHEDULES FOR 2021-22**
Board to consider adoption of Resolution #07-20/21 - Salary Schedules and Salary Ranges for certificated and classified employees for 2021-22 (supporting information).

Pages 146-154
Exhibits D-J
ACTION/ROLL CALL

Contact: Patricia Romo, Executive Director

Motion _____ Second _____

ROLL CALL: Trustee Braunstein _____
Trustee Jones _____
Trustee McNicholas _____
Trustee Perry _____
Trustee Vickers _____

22. **RESOLUTION #08-20/21 – AUTHORIZATION OF SIGNATURES FOR SCHOOLSFIRST FEDERAL CREDIT UNION AND FARMERS & MERCHANTS BANK**

Pages 155-156
ACTION/ROLL CALL

Board to review and consider adoption of Resolution #08-20/21 - Authorization of Signatures for SchoolsFirst Federal Credit Union and Farmers & Merchants Bank (supporting information).

Contact: Patricia Romo, Executive Director

Motion _____ Second _____

ROLL CALL: Trustee Braunstein _____
Trustee Jones _____
Trustee McNicholas _____
Trustee Perry _____
Trustee Vickers _____

23. RESOLUTION #09-20/21 – AUTHORIZATION TO APPROVE VENDOR PAYMENTS ON THE BUSINESS-PLUS SYSTEM

Pages 157-158
ACTION/ROLL
CALL

Board to review and consider adoption of Resolution #09-20/21 - Authorization to Approve Vendor Payments on the Business-Plus System (supporting information).
Contact: Patricia Romo, Executive Director

Motion _____ Second _____

ROLL CALL: Trustee Braunstein _____
Trustee Jones _____
Trustee McNicholas _____
Trustee Perry _____
Trustee Vickers _____

24. RESOLUTION #10-20/21 – AUTHORIZATION TO APPROVE VENDOR PAYMENTS ELECTRONICALLY

Pages 159-160
ACTION/ROLL
CALL

Board to review and consider adoption of Resolution #10-20/21 - Authorization to Approve Vendor Payments Electronically (supporting information).
Contact: Patricia Romo, Executive Director

Motion _____ Second _____

ROLL CALL: Trustee Braunstein _____
Trustee Jones _____
Trustee McNicholas _____
Trustee Perry _____
Trustee Vickers _____

25. CCA CALENDAR FOR 2021-22 SCHOOL YEAR

Pages 161-162
ACTION/ROLL
CALL

Board to review and consider approval of the 2021-22 school year calendar (supporting information).
Contact: Patricia Romo, Executive Director

Motion _____ Second _____

ROLL CALL: Trustee Braunstein _____
Trustee Jones _____
Trustee McNicholas _____
Trustee Perry _____
Trustee Vickers _____

26. ADJOURNMENT

Motion _____ Second _____

**ACTION/ROLL
CALL**

ROLL CALL: Trustee Braunstein _____
Trustee Jones _____
Trustee McNicholas _____
Trustee Perry _____
Trustee Vickers _____

COLLEGE AND CAREER ADVANTAGE

BOARD MEETING: March 4, 2021
MINUTES

CALL TO ORDER

Trustee Vickers called the meeting to order at 9:00 a.m.

Call to Order

ROLL CALL: Present: Trustees Braunstein, McNicholas, Jones, Perry, Vickers
Absent: None

CLOSED SESSION COMMENTS

There were no closed session comments.

Closed Session
Comments

The Board recessed to Closed Session to discuss Public Employee Employment/Appointment.

The Board recessed from Closed Session. The meeting of the Board was called to order by Trustee Vickers at 9:32 a.m.

ROLL CALL: Present: Trustees Braunstein, McNicholas, Jones, Perry, Vickers
Absent: None

Trustee Vickers led the Pledge of Allegiance.

APPROVAL OF AGENDA

On a motion from Trustee McNicholas, seconded by Trustee Jones, it carried by a roll call vote of 5-0-0 to approve the Agenda as presented.

Approval
of Agenda

ROLL CALL: Ayes: Trustees Braunstein, McNicholas, Jones, Perry, Vickers
Nos: None
Absent: None

REPORT ON CLOSED SESSION ACTION

Kim Thomas was appointed Director, Instructional Services. Nicole Berkman was appointed Director, Student Support Services. Dominic Vellanoweth was appointed Program Coordinator.

Report on
Closed
Session

EXECUTIVE DIRECTOR'S REPORT

LEGISLATIVE UPDATE

Proposed Assembly Bill 839 has been presented to the Legislature. If passed, the bill will increase the CTEIG allocation. Patrick O'Donnell, Head of the Education Committee, introduced the bill and is also asking for a change in language from a grant to CTE funding. The bill is in its initial stages and is a trailer bill to the Governor's budget. If passed, the bill would be included in the 21-22 budget. Whether or not the bill passes, CCA will continue to receive a similar allocation to what has been received over the last

CONSENT CALENDAR

Agenda Item 5
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few years. CCA is closely following the proposed bill and will provide the Board with updates as they become available.

K12 Strong Workforce funds will remain unchanged.

Proposed Assembly Bill 388 would change the status of ROP teachers from probationary to permanent. CCA is closely following the proposed bill and will provide the Board with updates as they become available.

EARLY COLLEGE / COLLEGE AND CAREER GUIDANCE

CCA has been involved in the Early College Running Start Program with CUSD and Saddleback College for the past few years. This year progress has been made with one of the automotive classes at Capistrano Valley High School. The class will be articulated for the first semester, dual enrolled for the second semester and then students can enter the running start class the following year. The early college program and running start program is promoted at the CVHS site with all CTE teachers, academic advisors and counselors.

Early conversations have begun with Dana Hills High School and San Clemente High School to start adding early college courses.

UPDATE ON NEW CAMPUS

Classes are in session at the new campus located at Capistrano Valley High School. The classroom turned out nicely and finishing touches are being made on the firetruck enclosure. A sign which models the old sign at the previous campus has been ordered.

"FUTURE FRIDAYS" SERIES

The "Future Fridays" pilot series has been very well received. The pilot program began with four elementary schools and has grown to nine elementary schools. CCA is working closely with the Futureology counselors to develop a library of 36 separate career presentations which will become part of the counseling and guidance program. The "Future Fridays" pilot program resumes March 5, 2021 at the nine elementary schools.

Nicole Berkman has been working closely with counseling and guidance developing college and career centers and working on the services CCA will provide. CCA is serving in a support role and will continue to support the career side of counseling and guidance.

SUMMER SCHOOL

CCA will offer summer school this year with a focus on students who need remediation or credit recovery, graduating seniors who are in need of employment, and counseling for graduating seniors who need post-secondary options. CCA will focus on courses that have a high value of employment such as basic business skills, medical assisting and possibly a class utilizing the new lab at Dana Hills High School. Middle school boot camp for engineering and robotics will be offered at Capistrano Valley High School with both a morning and afternoon session.

COMMENTS FROM THE PUBLIC

There were no Public Comments.

Public
Comments

CONSENT CALENDAR

On a motion from Trustee McNicholas, seconded by Trustee Perry, it carried by a roll call vote of 5-0-0 to approve the consent calendar to include the following:

Consent
Calendar

Minutes of the Board meeting on December 21, 2020, as presented.

Minutes

Purchase Orders as presented.

Purchase
Orders

Checks as presented.

Checks

Training Agreements as presented.

Training
Agreements

ROLL CALL: Ayes: Trustees Braunstein, Jones, McNicholas, Perry, Vickers
Nos: None
Absent: None

2019-20 AUDIT REPORT

In the absence of the Organization's Auditor, Patricia Romo and Cindy Fox presented the 2019-20 audit report. There were no findings to report.

2019-2020
Audit Report

On a motion from Trustee Perry, seconded by Trustee McNicholas, it carried by a roll call vote of 5-0-0 to acknowledge receipt of the 2019-20 Audit report.

ROLL CALL: Ayes: Trustees Braunstein, Jones, McNicholas, Perry, Vickers
Nos: None
Absent: None

SECOND INTERIM REPORT

Mrs. Fox, Accountant for College and Career Advantage, presented a summary review of the Second Interim Report and Mrs. Romo explained the importance of grant funding for career technical education.

Second
Interim Report

On a motion from Trustee McNicholas, seconded by Trustee Perry, it carried by a roll call vote of 5-0-0 to certify the second interim report.

ROLL CALL: Ayes: Trustees Braunstein, Jones, McNicholas, Perry, Vickers
Nos: None
Absent: None

WASC UPDATE

Mrs. Romo updated the Board on the WASC self-study process. Focus groups have been meeting monthly to examine criteria and indicators, searching for evidence and comparing and contrasting with the previous report. CCA plans on having the WASC report completed by the end of summer to submit to the WASC team. Meetings are held virtually and other stakeholders have been included in the WASC self-study process.

WASC Update

ENROLLMENT DATA

Mrs. Thomas presented enrollment numbers for fall 2020 and spring 2021 along with comparison data from 2019 and 2020. Trustees and staff discussed the career technical education classes offered at middle schools and the manner in which these classes are promoted at the middle school campuses. CCA staff has begun promoting the middle school classes at PTA meetings so that parents are aware of the career technical education classes offered at the middle school level.

Enrollment Data

PROGRAM PLANNING

Planning meetings are held yearly with Principals and Assistant Principals to discuss plans for the following school year. Labor market information, industry needs, site and student interest and whether a class is the next level in a pathway are taken into consideration at the program planning meetings. Information on additional courses for the upcoming year was shared with the Board.

Program Planning

CALIFORNIA CAREER TECHNICAL EDUCATION INCENTIVE GRANT PROGRAM MOU BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND COLLEGE AND CAREER ADVANTAGE

On a motion from Trustee Perry, seconded by Trustee Jones, it carried by a roll call vote of 4-0-1 to approve the California Career Technical Education Incentive Program MOU between Capistrano Unified School District and College and Career Advantage.

CTEIG MOU
CUSD and
CCA

ROLL CALL: Ayes: Trustees Braunstein, Jones, Perry, Vickers
Nos: None
Absent: Trustee McNicholas

CALIFORNIA CAREER TECHNICAL EDUCATION INCENTIVE GRANT PROGRAM MOU BETWEEN LAGUNA BEACH UNIFIED SCHOOL DISTRICT AND COLLEGE AND CAREER ADVANTAGE

On a motion from Trustee Perry, seconded by Trustee Jones, it carried by a roll call vote of 4-0-1 to approve the California Career Technical Education Incentive Program MOU between Laguna Beach Unified School District and College and Career Advantage.

CTEIG MOU
LBUSD and
CCA

ROLL CALL: Ayes: Trustees Braunstein, Jones, McNicholas, Perry, Vickers
Nos: None
Absent: McNicholas

BOARD MEETING DATES AND TIMES FOR THE REMAINDER OF 2021

Trustees discussed meeting dates and times for the remainder of 2021. On a motion from Trustee Perry, seconded by Trustee Jones, it carried by roll call vote of 5-0-0 to approve the following dates and times for the remainder of 2021. Board meetings will be held on June 23rd, September 8th, December 9th and, if necessary, December 20th. Meetings will begin at 9:00 a.m.

Board Meeting
Dates 2021

ROLL CALL: Ayes: Trustees Braunstein, Jones, McNicholas, Perry, Vickers
Nos: None
Absent: None

REINSTATEMENT OF 2020-21 FURLOUGH DAYS

Staff requested reinstatement of the 2020-21 furlough days approved at the June 29, 2020, Board meeting. Allocation of CTEIG funds enables the Organization to reinstate the previously approved furlough days. The freeze to wage and step increases will remain in place.

Reinstatement
of Furlough
Days

On a motion from Trustee Jones, seconded by Trustee Perry, it carried by a roll call vote of 5-0-0 to reinstate the 2020-21 furlough days.

ROLL CALL: Ayes: Trustees Braunstein, Jones, McNicholas, Perry, Vickers
Nos: None
Absent: None

ONE-TIME STAFF STIPEND

On a motion from Trustee McNicholas, seconded by Trustee Perry, it carried by a roll call vote of 5-0-0 to provide a one-time staff stipend to staff for the additional time required to develop online, hybrid programs and teaching strategies using CANVAS software.

Staff Stipend

ROLL CALL: Ayes: Trustees Braunstein, Jones, McNicholas, Perry, Vickers
Nos: None
Absent: None

FIRST READING – BOARD POLICIES 4119.11, 4157, 4020, 4040

On a motion from Trustee Jones, seconded by Trustee Perry, it carried by a roll call vote of 5-0-0 to approve all four policy revisions to reflect the correct organizational name and correct administrative title. The policies will be brought back for second reading to reflect updated language and policy revisions.

BP 4119.11
BP 4157
BP 4020
BP 4040

ROLL CALL: Ayes: Trustees Braunstein, Jones, McNicholas, Perry, Vickers
Nos: None
Absent: None

BOARD COMMENTS

There were no Board comments.

Board
Comments

ADJOURNMENT

On a motion from Trustee McNicholas, seconded by Trustee Jones, it carried by a roll call vote of 5-0-0 to adjourn the meeting at 11:00 a.m.

Adjournment

ROLL CALL: Ayes: Trustees Braunstein, Jones, McNicholas, Perry, Jones
Nos: None
Absent: None

Vice President

Secretary

CONSENT CALENDAR

COLLEGE & CAREER ADV

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 06/23/2021

FROM 02/24/2021 TO 06/15/2021

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P97R0154	CHRISTINA'S UNIFORMS CO.	997.98	997.98	01125901 4310	Surgical Technician-Adult / Instructional Supplies
P97R0195	AMAZON.COM	29.08	29.08	01163901 4310	Dental Assistant-Adult / Instructional Supplies
P97R0196	MCKESSON MEDICAL SURGICAL INC	1,695.27	847.64	01125901 4310	Surgical Technician-Adult / Instructional Supplies
			847.63	0138700105 4310	CTEIG-CCC / Instructional Supplies
P97R0197	CDW GOVERNMENT	1,400.00	1,400.00	0138710005 5300	CTEIG-Instruction / DUES & MEMBERSHIPS
P97R0198	REID, MARK	1,638.00	1,638.00	0138710005 5810	CTEIG-Instruction / Professional Services
P97R0199	REID, MARK	2,328.75	2,328.75	0138710005 5810	CTEIG-Instruction / Professional Services
P97R0200	AMERICAN EXPRESS	324.34	324.34	0138700105 4310	CTEIG-CCC / Instructional Supplies
P97R0201	ATKINSON ANDELSON LOYA RUUD &	99.00	99.00	0110038815 5220	Inst Strong Wrkfrce Grant / Conferences
P97R0202	HOSA	635.00	450.00	0110038815 5220	Inst Strong Wrkfrce Grant / Conferences
			185.00	0110038815 5300	Inst Strong Wrkfrce Grant / DUES & MEMBERSHIPS
P97R0203	HOSA	20.00	20.00	0110038815 5300	Inst Strong Wrkfrce Grant / DUES & MEMBERSHIPS
P97R0204	CHRISTINA'S UNIFORMS CO.	851.54	851.54	01191901 4310	Medical Assistant-Adult / Instructional Supplies
P97R0205	AMERICAN EXPRESS	94.35	94.35	0138710005 4300	CTEIG-Instruction / MATERIALS & SUPPLIES
P97R0206	AMERICAN EXPRESS	135.12	135.12	0138710005 4300	CTEIG-Instruction / MATERIALS & SUPPLIES
P97R0207	AMERICAN EXPRESS	44.15	44.15	0138710005 4300	CTEIG-Instruction / MATERIALS & SUPPLIES
P97R0208	HENRY SCHEIN INC.	1,291.57	645.79	01163901 4310	Dental Assistant-Adult / Instructional Supplies
			645.78	0138700105 4310	CTEIG-CCC / Instructional Supplies
P97R0209	AMERICAN EXPRESS	1,274.01	637.02	0111530215 4340	Career Center-ANHS-CTEIG / Materials & Supplies-Guidance
			636.99	0111530415 4340	Career Center-DHHS-CTEIG / Materials & Supplies-Guidance
P97R0210	AMERICAN EXPRESS	66.10	66.10	0138700A05 5900	CTEIG-Admin / COMMUNICATIONS
P97R0211	AMERICAN EXPRESS	26.92	26.92	0138700A05 4310	CTEIG-Admin / Instructional Supplies
P97R0212	AMERICAN EXPRESS	91.65	91.65	0138710005 4300	CTEIG-Instruction / MATERIALS & SUPPLIES
P97R0213	AMERICAN EXPRESS	2,134.25	2,134.25	0138700405 4400	CTEIG-DHHS / NONCAPITALIZATION EQUIPMENT
P97R0214	REID, MARK	2,472.50	2,472.50	0138710005 5810	CTEIG-Instruction / Professional Services
P97R0215	CCCCD / DIABLO VALLEY COLLEGE	600.00	600.00	011009001 9330	Instruction/Int-Fee-Reg / PREPAID EXPENDITURES
P97R0216	AMERICAN EXPRESS	2,801.48	614.16	0111530215 4400	Career Center-ANHS-CTEIG / NONCAPITALIZATION
			1,573.15	0111530315 4400	Career Center-CVHS-CTEIG / NONCAPITALIZATION
			614.17	0111530415 4400	Career Center-DHHS-CTEIG / NONCAPITALIZATION
P97R0217	AMERICAN EXPRESS	26.35	26.35	0138700A05 5900	CTEIG-Admin / COMMUNICATIONS
P97R0218	A-1 AWARDS & ENGRAVING	37.71	37.71	0138700A05 4320	CTEIG-Admin / Office Supplies

User ID: CAFOX

Report ID: PO010_Fund

<v. 030305>

Page No.: 1

Current Date: 06/16/2021

Current Time: 12:35:39

COLLEGE & CAREER ADV

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 06/23/2021

FROM 02/24/2021 TO 06/15/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P97R0219	AMERICAN EXPRESS	162.06	40.50	0138700A05 4200	CTEIG-Admin / BOOKS OTHER THAN TEXTBOOKS
P97R0220	AMAZON.COM	173.54	121.56	0138710005 4200	CTEIG-Instruction / BOOKS OTHER THAN TEXTBOOKS
P97R0221	AMAZON.COM	9.69	173.54	0138700305 4310	CTEIG-CVHS / Instructional Supplies
P97R0222	AMAZON.COM	77.57	9.69	0138700405 4310	CTEIG-DHHS / Instructional Supplies
P97R0223	AMAZON.COM	7.49	77.57	0138710005 4310	CTEIG-Instruction / Instructional Supplies
P97R0224	MOORE, ANNE	72.02	7.49	0138710005 4310	CTEIG-Instruction / Instructional Supplies
			36.01	0111610515 4320	Student Services Manager / Office Supplies
			36.01	0138700A05 4320	CTEIG-Admin / Office Supplies
P97R0225	AMERICAN EXPRESS	107.74	107.74	0111530215 4340	Career Center-ANHS-CTEIG / Materials & Supplies-Guidance
P97R0226	AMERICAN EXPRESS	17.95	17.95	0111530215 4300	Career Center-ANHS-CTEIG / MATERIALS & SUPPLIES
P97R0227	AMERICAN EXPRESS	2,012.47	555.55	0111530215 4300	Career Center-ANHS-CTEIG / MATERIALS & SUPPLIES
			338.07	0111530215 4340	Career Center-ANHS-CTEIG / Materials & Supplies-Guidance
			736.41	0111530415 4300	Career Center-DHHS-CTEIG / MATERIALS & SUPPLIES
			338.07	0111530415 4340	Career Center-DHHS-CTEIG / Materials & Supplies-Guidance
			44.37	0138710005 4300	CTEIG-Instruction / MATERIALS & SUPPLIES
P97R0228	AMERICAN EXPRESS	113.10	113.10	0138710005 4300	CTEIG-Instruction / MATERIALS & SUPPLIES
P97R0229	AMERICAN EXPRESS	719.81	359.90	0111530215 4340	Career Center-ANHS-CTEIG / Materials & Supplies-Guidance
			359.91	0111530415 4340	Career Center-DHHS-CTEIG / Materials & Supplies-Guidance
P97R0230	AMERICAN EXPRESS	502.95	251.47	0111530215 4340	Career Center-ANHS-CTEIG / Materials & Supplies-Guidance
			251.48	0111530415 4340	Career Center-DHHS-CTEIG / Materials & Supplies-Guidance
P97R0231	AMERICAN EXPRESS	214.59	214.59	0111530215 4340	Career Center-ANHS-CTEIG / Materials & Supplies-Guidance
P97R0232	STAPLES	61.40	61.40	0138700105 4310	CTEIG-CCC / Instructional Supplies
P97R0233	AMERICAN EXPRESS	114.55	114.55	0138710005 4300	CTEIG-Instruction / MATERIALS & SUPPLIES
P97R0234	AMERICAN EXPRESS	147.30	147.30	0138710005 4300	CTEIG-Instruction / MATERIALS & SUPPLIES
P97R0235	CAPISTRANO UNIFIED SCHOOL DIST	1,423.50	9.00	0111530415 5870	Career Center-DHHS-CTEIG / Outside Printing
			1,414.50	0138710005 5870	CTEIG-Instruction / Outside Printing
P97R0236	MCKESSON MEDICAL SURGICAL INC	982.96	491.48	01125901 4310	Surgical Technician-Adult / Instructional Supplies
			491.48	0138700105 4310	CTEIG-CCC / Instructional Supplies
P97R0237	AMERICAN EXPRESS	1.00	1.00	0138710005 4315	CTEIG-Instruction / Instr Supplies-Software
P97R0238	AMAZON.COM	63.30	63.30	0138700405 4310	CTEIG-DHHS / Instructional Supplies
P97R0239	CHRISTINA'S UNIFORMS CO.	582.03	582.03	011163901 4310	Dental Assistant-Adult / Instructional Supplies
P97R0240	AMERICAN EXPRESS	2,331.42	2,227.64	0138700505 4310	CTEIG-SCHS / Instructional Supplies

COLLEGE & CAREER ADV

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 06/23/2021

FROM 02/24/2021 TO 06/15/2021

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P97R0240	*** CONTINUED ***				
P97R0241	AMAZON.COM	738.19	103.78	0138700505 5891	CTEIG-SCHS / Taxes-Fees-Permits
P97R0242	DJE SOUND & LIGHTING INC.	2,109.75	738.19	0138700505 4310	CTEIG-SCHS / Instructional Supplies
P97R0243	IMPACT SPORTS MEDIA	1,500.00	2,109.75	0138700505 4400	CTEIG-SCHS / NONCAPITALIZATION EQUIPMENT
P97R0244	AMAZON.COM	229.48	1,500.00	0138700505 5810	CTEIG-SCHS / Professional Services
P97R0245	DEAN, JILLIAN	1,200.00	229.48	0138700505 4310	CTEIG-SCHS / Instructional Supplies
P97R0246	AMERICAN EXPRESS	26.35	1,200.00	019999991 9205	UNRESTRICTED REVENUE / ACCOUNTS RECEIVABLE
P97R0247	SELFF, SEAN	1,200.00	26.35	0138700A05 5900	CTEIG-Admin / COMMUNICATIONS
P97R0248	AMAZON.COM	393.27	1,200.00	019999991 9205	UNRESTRICTED REVENUE / ACCOUNTS RECEIVABLE
P97R0249	LAW OFFICES OF MARGARET A. CH	62.00	393.27	0138701405 4310	CTEIG-SJHHS / Instructional Supplies
P97R0250	REID, MARK	2,587.50	62.00	0110110215 5810	Administration/General / Professional Services
P97R0251	REID, MARK	1,265.00	2,587.50	0138710005 5810	CTEIG-Instruction / Professional Services
P97R0252	AWARDS 'N MORE	80.81	1,265.00	0138710005 5810	CTEIG-Instruction / Professional Services
P97R0253	HERITAGE SIGNS & GRAPHICS	230.50	80.81	0138700A05 4320	CTEIG-Admin / Office Supplies
P97R0254	CARLSONSCREENPRINTING	400.00	115.25	0111530215 4340	Career Center-ANHS-CTEIG / Materials & Supplies-Guidance
P97R0255	RANDALL BOONE SIGN LIGHTING &	4,273.64	115.25	0111530415 4340	Career Center-DHHS-CTEIG / Materials & Supplies-Guidance
P97R0256	AMERICAN EXPRESS	392.39	400.00	0138710005 5810	CTEIG-Instruction / Professional Services
P97R0257	BELANTO, JOSEPH	68.00	4,273.64	0138700105 4400	CTEIG-CCC / NONCAPITALIZATION EQUIPMENT
P97R0258	STAPLES	79.52	140.67	0111530215 4300	Career Center-ANHS-CTEIG / MATERIALS & SUPPLIES
P97R0259	AMERICAN EXPRESS	62.43	56.54	0111530215 4340	Career Center-ANHS-CTEIG / Materials & Supplies-Guidance
P97R0260	AMERICAN EXPRESS	72.00	140.67	0111530415 4300	Career Center-DHHS-CTEIG / MATERIALS & SUPPLIES
P97R0261	TOTAL COMPENSATION SYSTEMS INC	1,012.50	54.51	0111530415 4340	Career Center-DHHS-CTEIG / MATERIALS & SUPPLIES
P97R0262	AMERICAN EXPRESS	79.99	68.00	0138700205 4310	CTEIG-ANHS / Instructional Supplies
P97R0263	SAFETY-KLEEN SYSTEMS INC.	700.00	79.52	0138700A05 4320	CTEIG-Admin / Office Supplies
P97R0264	BOWIE, MARK	107.03	62.43	0138700A05 4300	CTEIG-Admin / MATERIALS & SUPPLIES
P97R0265	AMERICAN EXPRESS	753.17	72.00	0138700A05 4300	CTEIG-Admin / MATERIALS & SUPPLIES
P97R0266	AMAZON.COM	427.88	1,012.50	0110110215 5810	Administration/General / Professional Services
			79.99	0138700A05 4300	CTEIG-Admin / MATERIALS & SUPPLIES
			700.00	0138700305 5810	CTEIG-CVHS / Professional Services
			107.03	0138700305 4310	CTEIG-CVHS / Instructional Supplies
			753.17	0138701405 4400	CTEIG-SJHHS / NONCAPITALIZATION EQUIPMENT
			427.88	0138700305 4310	CTEIG-CVHS / Instructional Supplies

COLLEGE & CAREER ADV

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 06/23/2021

FROM 02/24/2021 TO 06/15/2021

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P97R0267	AMERICAN EXPRESS	646.78	646.78	0138700305 4310	CTEIG-CVHS / Instructional Supplies
P97R0268	AMERICAN EXPRESS	30.16	30.16	0138755615 4330	Facility Repairs-Maint-CTEIG / Supplies-Bldg Maintenance
P97R0269	AMERICAN EXPRESS	239.40	239.40	0138700405 5300	CTEIG-DHHS / DUES & MEMBERSHIPS
P97R0270	AMERICAN EXPRESS	400.00	400.00	0110038815 5220	Inst Strong Wkfrce Grant / Conferences
P97R0271	OHLEN, MICAH	1,200.00	1,200.00	019999991 9205	UNRESTRICTED REVENUE / ACCOUNTS RECEIVABLE
P97R0272	AMERICAN EXPRESS	26.35	26.35	0138700A05 5900	CTEIG-Admin / COMMUNICATIONS
P97R0273	JONES, REGINALD	1,200.00	1,200.00	019999991 9205	UNRESTRICTED REVENUE / ACCOUNTS RECEIVABLE
P97R0274	AMERICAN EXPRESS	243.08	243.08	0138700305 4310	CTEIG-CVHS / Instructional Supplies
P97R0276	MCKESSON MEDICAL SURGICAL INC	663.45	663.45	01125901 4310	Surgical Technician-Adult / Instructional Supplies
P97R0277	AMAZON.COM	22.36	22.36	0138701405 4310	CTEIG-SJHHS / Instructional Supplies
P97R0278	CAPISTRANO UNIFIED SCHOOL DIST	1,535.30	138.00	0138700205 5870	CTEIG-ANHS / Outside Printing
			22.00	0138700505 5870	CTEIG-SCHS / Outside Printing
			1,375.30	0138710005 5870	CTEIG-Instruction / Outside Printing
P97R0279	ULTRADENT PRODUCTS INC.	113.89	113.89	01163901 4310	Dental Assistant-Adult / Instructional Supplies
P97R0280	AMERICAN EXPRESS	50.29	50.29	011530415 4300	Career Center-DHHS-CTEIG / MATERIALS & SUPPLIES
P97R0281	AMERICAN EXPRESS	24.23	24.23	011530415 4300	Career Center-DHHS-CTEIG / MATERIALS & SUPPLIES
P97R0282	SURVEY MONKEY	384.00	384.00	011009001 9330	Instruction/Int-Fee-Reg / PREPAID EXPENDITURES
P97R0283	AMERICAN EXPRESS	25.84	25.84	0138710005 4300	CTEIG-Instruction / MATERIALS & SUPPLIES
P97R0284	AMAZON.COM	185.87	185.87	0138700305 4310	CTEIG-CVHS / Instructional Supplies
P97R0285	AMERICAN EXPRESS	272.13	272.13	0110110215 5891	Administration/General / Taxes-Fees-Permits
P97R0286	AMERICAN EXPRESS	799.50	58.50	01190901 4310	Pharmacy Technician-Adult / Instructional Supplies
			65.00	0138700105 4310	CTEIG-CCC / Instructional Supplies
			117.00	0138700205 4310	CTEIG-ANHS / Instructional Supplies
			247.00	0138700305 4310	CTEIG-CVHS / Instructional Supplies
			91.00	0138700705 4310	CTEIG-LBHS / Instructional Supplies
			221.00	0138701305 4310	CTEIG-THS / Instructional Supplies
P97R0287	AMERICAN EXPRESS	68.47	68.47	0138710005 4310	CTEIG-Instruction / Instructional Supplies
P97R0288	AMERICAN EXPRESS	53.37	53.37	0138700A05 4320	CTEIG-Admin / Office Supplies
P97R0289	AMERICAN EXPRESS	110.00	110.00	0138700A05 4300	CTEIG-Admin / MATERIALS & SUPPLIES
P97R0290	AMERICAN EXPRESS	27.94	27.94	0138710005 4310	CTEIG-Instruction / Instructional Supplies
P97R0291	AMERICAN EXPRESS	5.38	5.38	0138700A05 4300	CTEIG-Admin / MATERIALS & SUPPLIES
P97R0292	AMERICAN EXPRESS	19.59	19.59	0138710005 4300	CTEIG-Instruction / MATERIALS & SUPPLIES

COLLEGE & CAREER ADV

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 06/23/2021

FROM 02/24/2021 TO 06/15/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P97R0293	STAPLES	49.96	49.96	0138710005 4310	CTEIG-Instruction / Instructional Supplies
P97R0294	NORTH ORANGE COUNTY ROP	6,000.00	6,000.00	0110038815 5810	Inst Strong Wrkfree Grant / Professional Services
P97R0295	JENSEN, KRISTEN	57.00	57.00	0138700A05 5850	CTEIG-Admin / Fingerprinting
P97R0296	BOWIE, MARK	113.18	113.18	0138700305 4310	CTEIG-CVHS / Instructional Supplies
P97R0297	AMERICAN EXPRESS	782.26	71.94	0138700A05 4320	CTEIG-Admin / Office Supplies
			423.70	0138710005 4300	CTEIG-Instruction / MATERIALS & SUPPLIES
			286.62	0138710005 4310	CTEIG-Instruction / Instructional Supplies
P97R0298	AMERICAN EXPRESS	129.67	129.67	0138700A05 4300	CTEIG-Admin / MATERIALS & SUPPLIES
P97R0299	STAPLES	26.92	26.92	0138710005 4310	CTEIG-Instruction / Instructional Supplies
P97R0300	REID, MARK	1,725.00	1,725.00	0138710005 5810	CTEIG-Instruction / Professional Services
		Fund 01 Total:	68,296.33		

COLLEGE & CAREER ADV
Consolidated Check Register
 from 2/24/2021 to 6/15/2021

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
97	00015368	V9701217	CDW GOVERNMENT	7344274	OH	02/25/2021	MW	IS	13,313.25
97	00015369	V9700948	HENRY SCHEIN INC.	89154929	OH	02/25/2021	MW	IS	348.89
97	00015370	V9701203	MCKESSON MEDICAL SURGICAL INC	21076309	OH	02/25/2021	MW	IS	49.67
97	00015371	V9701102	NORTHERN ORANGE COUNTY WORKERS	253879	OH	02/25/2021	MW	IS	13,080.00
97	00015372	V9701995	SCHOOLS EXCESS LIABILITY FUND	AB218 3074112	OH	02/25/2021	MW	IS	2,294.79
97	00015373	V9700162	STAPLES	2746317461	OH	02/25/2021	MW	IS	183.15
97	00015374	V9701684	CSEBA	EAP MAR21	OH	03/15/2021	MW	IS	2,135.81
97	00015375	V9701846	METLIFE SMALL MARKET	LIFE MAR21	OH	03/15/2021	MW	IS	177.80
97	00015376	V9701672	AMERICAN EXPRESS	92165 MARCH21	OH	03/24/2021	MW	IS	13,370.60
97	00015377	V9701693	A-1 AWARDS & ENGRAVING	AA 221035	OH	03/31/2021	MW	IS	37.71
97	00015378	V9701994	ALLIED 100 LLC	1849557	OH	03/31/2021	MW	IS	748.86
97	00015379	V9701790	CCCCD / DIABLO VALLEY COLLEGE	0003372	OH	03/31/2021	MW	IS	600.00
97	00015380	V9701739	CLUTTEY, TANIA	WEBSITE	OH	03/31/2021	MW	IS	250.00
97	00015381	V9701818	COLLEGE AND CAREER ADVANTAGE	1533	OH	03/31/2021	MW	IS	485.89
97	00015382	V9701977	HOSA	99466856	OH	03/31/2021	MW	IS	635.00
97	00015383	V9701553	PATTERSON DENTAL SUPPLY INC.	9305185955	OH	03/31/2021	MW	IS	9,507.07
97	00015384	V9700471	REID, MARK	CUSD210312	OH	03/31/2021	MW	IS	6,440.00
97	00015385	V9701669	VELLANOWETH, DOMINIC	MILEAGE JAN2021	OH	03/31/2021	MW	IS	117.04
97	00015386	V9701854	VIRTUAL ENTERPRISES INTERNATIO	WEST21057	OH	03/31/2021	MW	IS	2,000.00
97	00015387	V9799999	CDTFA	92615 DEC2020	OH	04/13/2021	MW	IS	440.12
97	00015388	V9701739	CLUTTEY, TANIA	WEBSITE APR21	OH	04/16/2021	MW	IS	250.00
97	00015389	V9701684	CSEBA	EAP APR21	OH	04/16/2021	MW	IS	2,135.81
97	00015390	V9701846	METLIFE SMALL MARKET	LIFE APR21	OH	04/16/2021	MW	IS	180.80
97	00015391	V9701672	AMERICAN EXPRESS	92165 MAR B2021	OH	04/21/2021	MW	IS	10,741.97
97	00015392	V9701590	AWARDS 'N MORE	4369	OH	04/29/2021	MW	IS	80.81
97	00015393	V9701956	CarlsonScreenPrinting	1118	OH	04/29/2021	MW	IS	400.00
97	00015394	V9701818	COLLEGE AND CAREER ADVANTAGE	1537	OH	04/29/2021	MW	IS	130.25
97	00015395	V9701979	EIDE BAILLY LLP	EI01114770	OH	04/29/2021	MW	IS	2,500.00
97	00015396	V9700109	Gutierrez, Alfonso	MILEAGE	OH	04/29/2021	MW	IS	28.78
97	00015397	V9700948	HENRY SCHEIN INC.	91432109	OH	04/29/2021	MW	IS	1,780.73
97	00015398	V9700433	HERITAGE SIGNS & GRAPHICS	25928	OH	04/29/2021	MW	IS	230.50
97	00015399	V9700066	HOME DEPOT CREDIT SERVICES	7380419	OH	04/29/2021	MW	IS	70.46
97	00015400	V9701950	LAW OFFICES OF MARGARET A. CH	9524	OH	04/29/2021	MW	IS	62.00
97	00015401	V9701203	MCKESSON MEDICAL SURGICAL INC	23091570	OH	04/29/2021	MW	IS	2,984.41

Current Date: 06/16/2021
 Current Time: 12:33:06

Page 1

User: CAFOX - Cindy A Fox
 Report: BK3005: Consolidated Check Register

COLLEGE & CAREER ADV
Consolidated Check Register
 from 2/24/2021 to 6/15/2021

Check	Payee ID	Payee Name	Reference	Subs Check Date	Cancel Date	Type	Status	Check Amount
97 00015402	V9700471	REID, MARK	CUSD210111	OH 04/29/2021		MW	IS	1,265.00
97 00015403	V9701662	TOTAL COMPENSATION SYSTEMS INC	9226	OH 04/29/2021		MW	IS	1,012.50
97 00015404	V9701684	CSEBA	EAP MAY21	OH 05/11/2021		MW	IS	2,135.81
97 00015405	V9701846	METLIFE SMALL MARKET	LIFE MAY21	OH 05/11/2021		MW	IS	180.80

Issued: 92,386.28
 97 Bank Total: 92,386.28

Grand Total: 92,386.28



PERSONNEL ASSIGNMENT ORDER

CLASSIFIED PERSONNEL NEW HIRE

Name:	Guadalupe Holguin
Effective Date:	May 14, 2021
Job Title:	Office Assistant
Salary:	Range 39, Step B - \$29.13/hour – classified salary schedule
Assignment:	12 Month
Name:	Melanie Inskip
Effective Date:	June 28, 2021
Job Title:	Accountant
Salary:	Range 39, Step F - \$35.41/hour – classified salary schedule
Assignment:	12 Month

CLASSIFIED PERSONNEL RESIGNATION/SEPARATION

NAME	TITLE	EFFECTIVE DATE	LOCATION
Cindy Fox	Accountant	6/30/2021	District Office
Anne Moore	Manager, Student Support Services	07/02/021	College and Career Advantage Training Center

CERTIFICATED PERSONNEL RESIGNATION/SEPARATION

NAME	TITLE	EFFECTIVE DATE	LOCATION
Mark Bowie	Engineering Instructor	06/03/2021	Capistrano Valley High School
Tasha Clark	Pharmacy Instructor	06/29/2021	College and Career Advantage Training Center
Reginald Jones	Digital Video Production Instructor	06/03/2021	Dana Hills High School

CONSENT CALENDAR

**Agenda Item 8
June 23, 2021**

COLLEGE AND CAREER ADVANTAGE
33122 VALLE RD • SAN JUAN CAPISTRANO, CA 92675 • 949-234-9464

TRAINING AGREEMENT: COMMUNITY CLASSROOM

The following terms are understood and agreed by and between College and Career Advantage and Twins Physical Medicine (Company).

THE CCA shall:

- Be considered the Employer of the student, unless the student is being paid a cash wage or salary by a private employer, or unless the Company elects to provide Workers' Compensation.
- Provide a related classroom instruction program and require the classroom instructor to visit the internship at least once per three weeks.
- Assist students with career planning and identifying employment and educational objectives.
- Locate and/or select training sites and plan on-the-job training experiences.
- Prepare individualized training plans.
- Monitor student's progress in partnership with the internship site supervisor.
- Develop and maintain a training plan including specific performance objectives and expected duration of training for each objective.
- Reassign a student at any given time.

THE INTERNSHIP SITE (Company)

- The site supervisor will have a clear understanding of the program objectives and a willingness to participate.
- The site supervisor will consult with the instructor regarding the student's progress and provide evaluations.
- The site supervisor will have the right to discharge the trainee. However, the instructor requests consultation with the Site Supervisor before any student is discharged.
- The site supervisor will release the student for related instruction attendance.

No student enrolled in career preparation instruction and internship shall replace an employee of the Training Site or cause the employee hours to be reduced, nor shall the student's training activities preclude the hiring of additional employees. Trainees involved in a community classroom activity shall not receive monetary compensation by either company or College and Career Advantage during the student's participation. Neither the CCA nor the Company shall discriminate against any student on the basis of race, color, religion or national origin.

Name of Company Representative/Title :(Please Print)	<u>Dr. David Clements</u>
Signature of Company Representative:	<u>[Signature]</u>
Company:	<u>Twins Physical Medicine</u> Phone <u>714 621 0327</u>
Address	<u>13311 Garden Grove Blvd. Garden Grove, CA 92843</u> Date <u>3/23/21</u>

CCA Instructor Kathryn Clark
Course Title Medical Assistant
Executive Director Pau Romo Board Approval Date _____

* White: CCA • * Yellow: Instructor • * Pink: Internship Site

COLLEGE AND CAREER ADVANTAGE
33122 VALLE RD • SAN JUAN CAPISTRANO, CA 92675 • 949-234-9464

TRAINING AGREEMENT: COMMUNITY CLASSROOM

The following terms are understood and agreed by and between College and Career Advantage and Pacific Pulmonary Medical Group (Company).

THE CCA shall:

- Be considered the Employer of the student, unless the student is being paid a cash wage or salary by a private employer, or unless the Company elects to provide Workers' Compensation.
- Provide a related classroom instruction program and require the classroom instructor to visit the Internship at least once per three weeks.
- Assist students with career planning and identifying employment and educational objectives.
- Locate and/or select training sites and plan on-the-job training experiences.
- Prepare Individualized training plans.
- Monitor student's progress in partnership with the internship site supervisor.
- Develop and maintain a training plan including specific performance objectives and expected duration of training for each objective.
- Reassign a student at any given time.

THE INTERNSHIP SITE (Company)

- The site supervisor will have a clear understanding of the program objectives and a willingness to participate.
- The site supervisor will consult with the instructor regarding the student's progress and provide evaluations.
- The site supervisor will have the right to discharge the trainee. However, the instructor requests consultation with the Site Supervisor before any student is discharged.
- The site supervisor will release the student for related instruction attendance.

No student enrolled in career preparation instruction and internship shall replace an employee of the Training Site or cause the employee hours to be reduced, nor shall the student's training activities preclude the hiring of additional employees. Trainees involved in a community classroom activity shall not receive monetary compensation by either company or College and Career Advantage during the student's participation. Neither the CCA nor the Company shall discriminate against any student on the basis of race, color, religion or national origin.

Name of Company Representative/Title (Please Print)	<u>Haya Zantout</u>
Signature of Company Representative:	<u>[Signature]</u>
Company	<u>Pacific Pulmonary Medical Group</u> Phone <u>949-679-6874</u>
Address	<u>16305 Sand Canyon Ave Ste 225</u> Date <u>5/21/21</u>

CCA Instructor Kathryn Creek
Course Title Medical Assistant
Executive Director Pati Roney Board Approval Date _____

* White: CCA • * Yellow: Instructor • * Pink: Internship Site

LAW OFFICES OF
MARGARET A. CHIDESTER & ASSOCIATES

17762 COWAN, FIRST FLOOR
IRVINE, CALIFORNIA 92614-6096

MARGARET A. CHIDESTER*
STEVEN R. CHIDESTER
LESLIE J. KIM

TELEPHONE: (949) 474-5040

TELECOPIER: (949) 474-8540

m.chidester@californiaschoollaw.net

*A PROFESSIONAL CORPORATION

April 8, 2021

REF. OUR FILE

MAC-26

VIA U.S. MAIL

College & Career Advantage
33122 Valle Road
San Juan Capistrano, CA 92675

Attention: Ms. Pati Romo
Executive Director

Re: Retainer Agreement for Legal Services in 2021-2022 School Year

Dear Ms. Romo:

We value our relationship with the College & Career Advantage and the Board's confidence in the quality of our services.

Enclosed for your consideration is a retainer agreement for legal services for the 2021-2022 school year. Last year, mindful that schools experienced financial challenges resulting from an unpredictable economy resulting from the COVID-19 pandemic, we did not propose an increase in rates. We are requesting a modest increase for 2021-2022.

Early identification and resolution of legal issues preserves client options and limits legal costs so more resources may be directed to students. Accordingly, we periodically provide legal opinions on selected recent legislation and certain court decisions to our clients at no charge. Our preventive school law workshops on evaluation, bargaining, unlawful harassment, reference checking, pupil discipline, pupil records, other employee legal issues, charter schools, Brown Act, conflicts of interest, and other topics are available to your organization on request and are designed to help educators timely spot and address legal issues. Please contact us if we can provide these to the College & Career Advantage.

By proposing modest increases and by our continued vigilant review of client costs, we strive to avoid some of the billing practices of our competitors who may charge a minimum of .3 of an hour for critical telephone advice, or who may charge an additional "monthly service charge" based on a percentage of attorney time costs.

LAW OFFICES OF
MARGARET A. CHIDESTER & ASSOCIATES

Ms. Romo
April 8, 2021
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We will continue to provide no-charge updates on recent challenging legal issues as we have done regarding the current COVID-19 crisis.

We value our long-standing relationship with the College & Career Advantage, and look forward to serving you in school year 2021-2022.

Kindly return a signed copy of the approved enclosed retainer agreement in the enclosed, prepaid self-addressed envelope.

Please do not hesitate to contact the undersigned with any questions. It is our pleasure to provide legal support to your organization.

Very truly yours,



Margaret A. Chidester

MAC:tg

Enclosures

- Proposed Retainer Agreement
- Firm Summary

**RETAINER AGREEMENT
BETWEEN COLLEGE & CAREER ADVANTAGE
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective July 1, 2021 by and between the COLLEGE & CAREER ADVANTAGE of San Juan Capistrano, California, "CCA," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

W I T N E S S E T H

WHEREAS, the CCA desires to obtain from Attorneys certain legal services; and

WHEREAS, the governing Board has determined that it is in the best interest of the CCA to appoint Attorneys to represent the CCA in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. **Services**: The CCA retains Attorneys for the purpose of providing legal services pertaining to CCA business and related matters as may be specifically directed by the governing Board, the Superintendent, or by their designees, including, but not limited to, labor negotiations, employment, personnel, pupil personnel, investigation of complaints, instructional compliance, contractual, business, finance, transactional, real property, governance and litigation issues, or such other legal issues as may be specifically assigned by the Superintendent/designee.

Upon specific direction of the Board, the Superintendent, or designees, Attorneys will interpret relevant statutes, constitutional provisions and case law as deemed necessary by the CCA; prepare, review, and comment on legal documents in correspondence; render legal opinions as appropriate and

requested; advise and represent the CCA in any court or administrative proceeding, provide other legal advice and legal services as requested; work with the CCA staff and Board in the development of policy; and attend meetings in person or telephonically as necessary and requested.

In rendering services, Attorneys shall comply with all federal, state, and local laws, regulations, and rulings to the extent that such laws are applicable to the Firm in its capacity as a CCA's legal representative.

2. **Rates and Payment:** The CCA shall not be required to pay in advance for any retained services. The CCA shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference. *Billing shall be reported in increments of 1/10 of one hour.* Billing shall separately specify related costs including authorized consultants providing services on behalf of CCA.

3. **Costs:** The CCA shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including actual charges that Attorneys directly incur such as filing fees, reproduction of documents, messenger and delivery services, postage, travel expenses, mileage for travel at the fixed IRS rate, lodging, court reporting costs, hearing officer and arbitrator fees, and consultant services.

Attorneys will supply all necessary equipment, tools, supplies, offices, personnel, transportation, support services, and insurance required to perform legal services under this Agreement.

4. **Statements:** Attorneys shall present statements for services rendered during the preceding month. The CCA shall pay

upon presentation or within forty-five (45) days thereafter. Invoices not paid within 60 days of the date issued may be assessed a late charge of 1.0% per month. Statement shall include (1) a detailed, confidential account of the legal matters, strategies, and work on behalf of the CCA, and (2) a summary invoice containing only amounts, dates, and general descriptions of legal services provided that is suitable for the Superintendent to transmit to the CCA's accounts payable staff or, if required, to present in response to a Public Records Act request. Invoices shall be sent directly to the attention of the Superintendent unless we are otherwise directed in writing by the Superintendent or the governing Board.

5. **Conflicts**: The CCA acknowledges that Attorneys presently represent and in the future will represent other districts, charter schools, and education agencies that may, from time to time, have transactions with the CCA. The CCA consents to such continued and future representation without the need for any further consent from the CCA, provided that Attorneys shall promptly notify the CCA in writing of any direct conflict and of the CCA's options in such case.

Attorneys shall not represent any person or entity in any action against the CCA or in any investment matter before the CCA.

6. **Related Post-Investigation Services**: If an attorney who conducted an investigation for the CCA is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration, or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for

the CCA, the CCA agrees to pay Attorneys for time expended, including preparation time, at the investigating attorney's then current hourly rate and to reimburse Attorneys for reasonable costs and expenses incurred.

7. Indemnification: Except as provided below, the CCA will indemnify, defend and hold harmless Attorneys from and against all claims, suits or causes of action arising out of the services rendered herein. The CCA will provide legal representation for Attorneys in any litigation relating to such services if Attorneys are sued, deposed, or otherwise required to provide information or testimony concerning services provided under this contract. ***This provision does not apply to any actions resulting from Attorneys' negligence or willful and/or malicious conduct in the course of rendering services.***

The indemnity provisions of this section shall survive the expiration or termination of this Agreement.

8. Electronic Communication, Confidentiality and Publicity:

The CCA authorizes Attorneys to communicate with the CCA and the CCA's authorized representatives via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents.

Attorneys shall make reasonable efforts to label electronic communications as confidential and privileged. The CCA acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is intercepted or confidentiality is otherwise compromised, the CCA will hold Attorneys harmless for any resulting injury.

The CCA will not modify any document transmitted to the CCA electronically by Attorneys, except as expressly authorized by Attorneys.

Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

Attorneys shall retain all CCA confidential information in the strictest confidence and shall neither use it nor disclose it to anyone without prior written consent of the CCA. The CCA may seek to enjoin any unauthorized disclosure. Attorneys shall not issue public announcements concerning the CCA without the CCA's prior written consent.

9. No Guarantee of Outcome. Attorneys do not promise or guarantee an outcome for any particular legal matter. Attorneys shall provide periodic reports and opportunities for CCA input and direction. Actual fees will vary from initial estimates and may be higher or lower based upon CCA direction for legal work.

10. Files and Ownership of Documents. When legal services conclude, or periodically as individual matters conclude, Attorneys will, upon the CCA's request, deliver closed files to the CCA at the CCA's cost, along with any funds or property of the CCA's in Attorneys' possession. Attorneys will retain closed files for a period of up to one (1) year. If the CCA does not request delivery of the file before the end of the one (1) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

11. Assignment. This Agreement is not assignable without the written consent of the CCA.

12. **Independent Contractor.** Attorneys, while engaged in performing the terms of this Agreement, are an independent contractor and are not employees of the CCA.

13. **Insurance.** Attorneys shall maintain workers' compensation insurance, general liability insurance, and legal malpractice coverage in force at all times at their sole expense in amounts deemed sufficient under current industry standards to protect the interests of the CCA under this Agreement. Attorneys shall, on request, provide the CCA with certificates of insurance evidencing compliance with coverage requirements of this Agreement.

14. **Nondiscrimination.** Attorneys shall not, in the performance of this Agreement, unlawfully discriminate against any employee, applicant for employment, or CCA student or employee because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40), immigration status, sex, gender, gender identity or sexual orientation.

15. **Audit.** The CCA shall have audit access to its accounts with Attorneys on request during the term of this Agreement. Attorneys shall cooperate with such auditors or investigators authorized to audit CCA activities and provide information regarding CCA legal matters that the CCA may need to defend itself against legal challenges.

16. **Governing Law.** This Agreement shall be governed by the laws of the state of California.

17. **Authority.** The parties hold the positions set forth below their signatures and are authorized to execute this Agreement

on behalf of their respective parties and to bind their respective parties hereto.

18. Term. This Agreement is effective July 1, 2021. It may be extended or modified by mutual agreement.

This Agreement is terminable by either party upon thirty (30) days written notice.

19. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

COLLEGE & CAREER ADVANTAGE

Date: May 19, 2021

BY: Patricia Romo

LAW OFFICES OF MARGARET A.
CHIDESTER & ASSOCIATES

Date: April 8, 2021

BY: Margaret A. Chidester
Margaret A. Chidester

EXHIBIT "A"

Rates are guaranteed through June 30, 2022.

PARTNERS	\$325 per hour
SENIOR ATTORNEYS	\$300 per hour
OTHER ATTORNEYS	\$285 per hour
LAW CLERKS/PARALEGALS	\$185 per hour

COSTS

PHOTOCOPIES AND FAXES	\$0.25 per page
COLOR COPIES	\$0.50 per page
POSTAGE	actual charges
MILEAGE	IRS authorized rate
TELEPHONE CALLS AND TEXT MESSAGES	no charge

LAW OFFICES OF
MARGARET A. CHIDESTER & ASSOCIATES
17762 COWAN, FIRST FLOOR
IRVINE, CALIFORNIA 92614-6096

MARGARET A. CHIDESTER*
STEVEN R. CHIDESTER
LESLIE J. KIM

TELEPHONE: (949) 474-5040

TELECOPIER: (949) 474-8540

m.chidester@californiaschoollaw.net

*A PROFESSIONAL CORPORATION

LAW OFFICES OF
MARGARET A. CHIDESTER & ASSOCIATES
FIRM SUMMARY

REF. OUR FILE

The Law Offices of Margaret A. Chidester & Associates, formed on September 1, 2000 by Margaret A. Chidester and Steven R. Chidester, consists of three experienced attorneys: Margaret A. Chidester, Steven R. Chidester, and Leslie J. Kim. We serve school and community college districts, charter schools, and other educational agencies in counsel and special counsel capacities, including the following districts and education agencies:

Adelanto Elementary School District
Apple Valley Unified School District
Arcadia Unified School District
California School of the Arts - San Gabriel Valley
Camino Nuevo Charter Academy
Castaic Union School District
Chino Valley Unified School District
Coastline Regional Occupational Program
College & Career Advantage
Colton Joint Unified School District
Colton Redlands Yucaipa Regional Occupational Program
Eastside Union School District
Etiwanda School District
Fillmore Unified School District
Fontana Unified School District
Fountain Valley School District
Fowler Unified School District
Lucerne Valley Unified School District
Monrovia Unified School District
Mountain View School District, Los Angeles County
Mountain View School District, San Bernardino County
Newhall School District
North Orange County Regional Occupational Program
Norwalk La Mirada Unified School District
Orange County School of the Arts
Pleasant Valley School District

LAW OFFICES OF
MARGARET A. CHIDESTER & ASSOCIATES

Riverside County Office of Education
Santa Clarita Valley School Food Services Agency
Sulphur Springs School District
Tri-Cities Regional Occupational Program Victor
Elementary School District

The Professional and Educational Backgrounds of Members of the Firm:

MARGARET A. CHIDESTER

B.A., University of California at Riverside, (Spanish),
(with honors);
J.D., University of San Diego, School of Law;
M.A., Educational Administration, California State University
at San Diego;
Ed.D., Educational Leadership, University of Southern
California, Rossier School of Education.

Legal Experience:

Proprietor, Law Offices of Margaret A. Chidester & Associates,
September 1, 2000- present;
Partner, Parker, Covert and Chidester, 1987-2000;
Associate, Parker and Covert, 1981-87;
Past Chairman and Member of Board of Directors, National
School Boards Association Council of School Attorneys
(1993-2005);
Member, California Council of School Attorneys; Member, Board
of Directors, 1993-1995;

Publications and Presentations:

Author: "Employment Litigation Involving the Superintendency:
Taking Preventive Contractual Measures." Paper presented
at 40th Annual Convention. Equity, Excellence, and Equal
Education Opportunities: NOLPE and Brown at 40 (1994-
1994) San Diego, California;
Co-Author: "Due Process for School Administrators and School
Board Members," NSBA Council of School Attorneys School
Law in Review, 1985, Volume 1;
Author: "First Amendment Issues and Pupil Discipline," NSBA
School Law in Review, 1989;
Co-Author: "Religious Challenges to Curriculum and Instruction
Practices," NSBA's Religion, Education and the U.S.
Constitution, 1994;

- Author: "Playing Fair: Litigating State and Local Athletic Eligibility Rules Protecting High School Athletes," Legal Handbook on School Athletics, NSBA Council of School Attorneys, March, 1997;
- Author: "Evaluation and Termination of School District Counsel," Selecting and Working With a School Attorney: A Guide for School Boards, NSBA Council of School Attorneys, April, 1997;
- Co-Author: "The School Attorney as a Preventive Law Practitioner," Selecting and Working With a School Attorney: A Guide for School Boards, NSBA Council of School Attorneys, April, 1997;
- Co-Author: "Use of E-Mail: Traps for the Unsuspecting School Board Member," Inquiry and Analysis, NSBA Council of School Attorneys, 2000;
- Co-Author: "E-Mail: 'Sunshine,' and Public Records," American School Board Journal, July 2000;
- School Employers Association Annual Management Conferences on Collective Bargaining, 1982-Present, Presenter at NSBA Council of School Attorneys Annual Meetings, California Council of School Attorneys Continuing Education Seminars, Association of California School Administrators, California Association of School Business Officials and California School Boards Association;
- Presenter, ACSA Superintendents' Academy, 1995-2017, Superintendent Contracts and School Governance Issues;
- Presenter, Oxford University Round Table on Education Policy, 2000, Saint Antony's College;
- Presenter, California Council of School Attorneys, "From Findings to Facilities: The High Stakes Nuances of Analyzing the Charter School Petition," September 2011.
- Presenter, National School Boards Association Council of School Attorneys, 2012 School Law Practice Seminar, "Can Schools be Both Safe and Free? New National Guidelines on Harassment, Bullying, and Freedom of Expression";
- Presenter, School Employers Association of California: School Management Certification Program, 2014-2019, "The Legal Framework for Collective Bargaining;"
- Presenter, California School Boards Association, "Cutting Edge Legal Issues in Charter Petition Renewal," November 2017;
- Presenter, 2017 Leadership Conference, USC Rossier School of Education;
- Presenter, 2019 California Council of School Attorneys Annual Workshop, "Prayer and Other Religious Statements at Public School Board Meetings."

Foreign Language: Spanish

Education Experience:

California Administrative Services Credential;
Bilingual Certificate of Competence, Spanish;
Fisher K-8 Credential and E.C.E. Credential;
Bilingual teacher, grades K-6: Santa Ana Unified School
District, Oceanside Unified School District,
Fallbrook Elementary School District;
University of Southern California, Delta Epsilon, Best
Dissertation Award, Rossier School of Education, 1995:
Superintendent Employment Contracts: Legal and Pragmatic
Considerations that Affect the Board-Superintendent
Relationship;
Adjunct Faculty, Educational Leadership and Organizational
Change Leadership, Ed. D. Programs, University of
Southern California, Rossier School of Education,
1995-present;
Member, Phi Delta Kappa, USC Chapter;
Past President, Delta Epsilon, USC Rossier School of
Education;
Member, USC Rossier School of Education, Board of Councilors
(2000 - present);
Member, USC Alumni Association Board of Governors, 2004-2005.

STEVEN R. CHIDESTER

B.A., San Diego State University, (Psychology);
B.A., cum laude, San Diego State University, (Sociology);
J.D., Western State University College of Law, Fullerton
California;

Honors: Golden Key National Honor Society (3.5+ G.P.A.);
American Jurisprudence Awards: Family Law and
Criminal Law;
Western State University College of Law,
President's Scholarship.

Legal Experience:

Managing Partner, Law Offices of Margaret A. Chidester &
Associates, commencing September 2000, practice limited
to representation of school districts and education
agencies;
Solo practice, 1992-2000, Law Offices of Steven R. Chidester;

LAW OFFICES OF
MARGARET A. CHIDESTER & ASSOCIATES

Associate attorney, Law Offices of Neben & Starrett, Inc.,
Newport Beach, 1991-1992.

Education Experience:

Emeritus Institute Instructor, "Law for the Layman" course,
Irvine Valley College, Irvine, 1998 to 2010; and
Paralegal Instructor, American Career College, Irvine, 1997-
1998.

Publications and Presentations:

Presenter, 2019 California Council of School Attorneys Annual
Workshop, "Prayer and Other Religious Statements at
Public School Board Meetings."

Steven Chidester has represented school districts in all aspects of charter school law, including review and analysis of charter petitions and advice to the governing board as to how petitions can be lawfully denied, when denied petitioners appeal to the County Board of Education, and identifying oddities for the school district to support its position, as well as at the state level. Before the California Charter Schools Advisory Commission and the State Board of Education, Steven Chidester has appeared and represented school districts on multiple occasions when petitioners have appealed denial. Additionally, Steven Chidester has appeared in Superior Court and has participated as counsel in defending appeals from charter school petitions denied at the local, county, state, and Superior Court levels.

Steven Chidester has taught multiple workshops for educational administrators, including, but not limited to, responding to and analyzing subpoenas for production of records and appearances, analysis and advice on child custody orders, ASB fund management, and best practices to avoid fraud, nonprofit organizations including foundations supporting school districts and the explicit requirements for application and obtaining state and federal tax exemptions and filing with the Secretary of State, pupil expulsions, and other discipline.

Steven Chidester was a community college instructor for over ten years of a class for laypersons on an introduction to the law, including basic elements of state and federal constitutions, due process, consumer law issues, and related challenges.

Steven Chidester has had extensive experience in school facilities, including but not limited to assisting districts in

responding to Proposition 39 charter school facilities entitlement, limiting facilities to that required by law. He has had extensive experience in public contracts code requirements concerning the lowest, responsible bidder and hearings that may result.

Steven Chidester has over twenty years of experience in supporting school districts with charter school oversight requirements to comply with their legal obligations and to avoid school district liability for failure to comply with statutory oversight obligations. His expertise at the local and appellate levels, including before the California Supreme Court, demonstrate his deep knowledge of charter school issues and how chartering entities may address them.

LESLIE J. KIM

B.A., University of California, Irvine, CA (Political Science, Psychology and Social Behavior);

M.A., University of California, Irvine, CA (Education);

J.D., University of San Diego School of Law, San Diego, CA.

Legal Experience:

Associate, Law Offices of Margaret A. Chidester & Associates,
June 2018 - present;

Legal Intern, Superior Court of California, San Diego, CA,
May 2015 - August 2015.

Prior to being admitted to practice, Leslie Kim taught elementary grades in a California public school.

Leslie Kim has investigated multiple allegations of unlawful harassment, discrimination, and hostile work environment. She has investigated and written reports concerning petitions for grade change by parents and students.

Leslie Kim reviews the criminal history of school district employees and reports status of such matters to school district employers in conjunction with current employment matters.

Her thorough legal research informs our clients' collective bargaining decisions.

SUMMARY OF EDUCATION LAW EXPERTISE

The firm has over 60 years of collective experience in all legal and policy matters pertaining to governance and operation of public schools and community college districts, charter schools, joint powers agencies, and regional occupational programs.

We are invited speakers on pupil, governance, labor, and employment law issues at national and state conferences of the ACSA, NSBA, CASBO, CSBA, SEAC, the American Association of School Personnel Administrators the National Organization of Legal Problems in Education, and the Cal Poly Pomona Ed.D. program. We have extensive experience in representing school districts in compliance investigations by the Office for Civil Rights, the California Department of Education, and other state and federal agencies.

We have over 40 years of collective expertise in charter school representation, formation, renewal, revocation, governance, collective bargaining, and litigation.

Our attorneys have experience in litigation involving public entities before all levels of the California state courts, including the California Supreme court, California Courts of Appeal, the Federal District courts, and the United States Court of Appeals, Ninth Circuit, as well as before numerous administrative agencies such as the Office for Civil Rights, the Public Employment Relations Board, the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the California State Board of Education, Commissions on Professional Competence, and numerous arbitrators and hearing panels.

Our litigation experience includes the following published appellate decisions:

Newport-Mesa Unified School District v. Hubert (1982) 132
Cal.App.3d 724, 183 Cal.Rptr. 334;

Gardner v. Commission on Professional Competence, Board of
Education of the Tustin Unified School District (1985) 164
Cal.App.3d 1035, 210 Cal.Rptr. 795;

El Camino Community College District v. Superior Court (1985)
173 Cal.App.3d 606, 219 Cal.Rptr. 236;

Jones v. Palm Springs Unified School District (1985) 170
Cal.App.3d 521, 216 Cal.Rptr. 75;

Bassett Unified School District v. Commission on Professional
Competence (1988) 201 Cal.App.3d 1444, 247 Cal.Rptr. 865;

Choice-In-Education League v. Los Angeles Unified School
District (1993) 17 Cal.App.4th 415, 21 Cal.Rptr.2d 303
(Amici Curiae for Education Legal Alliance for the Los Angeles
Unified School District);

Gallup v. Alta Loma School District Board of Trustees (1996) 41
Cal.App.4th 1571, 49 Cal.Rptr.2d 289;

Summerfield v. Windsor Unified School District
(2002) 95 Cal.App.4th 1026, 116 Cal.Rptr.2d 233 (Amici Curiae
for the Education Legal Alliance);

Culbertson v. San Gabriel Unified School District
(2004) 121 Cal.App.4th 1392, review denied 2004 Cal. Lexis
(Amici Curiae for the Education Legal Alliance);

Bakersfield Elementary Teachers Association v. Bakersfield City
School District (2006) 145 Cal.App.4th 1260 (Amici Curiae for
the Education Legal Alliance);

Corales, et al., v. Bennett, et al. Ninth Circuit Case No: 07-
55892, D.C. No. CV-06-00849-SGL;

North Orange County Regional Occupational Program v. Regional
Occupational Program Educational Association of North Orange
County CTA/NEA - PERB Decision No. 857;

Temple City Educators Association CTA/NEA v. Temple City USD -
PERB Decision No. 1972;

Castaic Union School District v. California School Employees
Association, Chapter 401 - PERB Order No. Ad-384; and

Scott B. v. Board of Trustees of Orange County High School of
the Arts (2013) 217 Cal.App.4th 117.

Margaret A. Chidester is "A.V." rated by Martindale-Hubbell, the
highest rating given to California attorneys.



2 COLLEGE AND CAREER ADVANTAGE
3 BUSINESS-PLUS SYSTEM SUPPORT
4 AND SOFTWARE SUPPORT SERVICE AGREEMENT

5 This AGREEMENT is hereby made and entered into this 1st day of
6 July, 2021, by and between the Orange County Superintendent of
7 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
8 referred to as SUPERINTENDENT, and the College and Career Advantage,
9 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter
10 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
11 collectively referred to as the Parties.

12 NOW, THEREFORE, the Parties hereto mutually agree as follows:

13 1.0 BASIS OF AGREEMENT. The SUPERINTENDENT will provide professional
14 services for the operation of the Business-Plus System, including on-
15 going training services for present and future employees, future
16 Business-Plus software enhancements and support services. Services
17 will include Basic Financial/Budget, School Site Finance, Stores
18 Inventory and Fixed Asset systems.

19 2.0 NETWORK INFRASTRUCTURE. The network standard protocol is TCP/IP.
20 Each DISTRICT site that uses the Business-Plus System must have a
21 Local Area Network connected via the DISTRICT office. DISTRICT will,
22 at DISTRICT'S expense, connect to SUPERINTENDENT'S County-wide
23 computer network via high speed data circuit and data communication
24 devices for the services set forth in this AGREEMENT. DISTRICT costs
25 associated with connectivity will be invoiced separately according to
the terms of the DISTRICT'S Intranet Network Support Service
Agreement with SUPERINTENDENT. DISTRICT will access Business-Plus

1 System software from DISTRICT desktop computers through the
2 DISTRICT'S LAN and from similar desktop computers located at each of
3 the DISTRICT'S school sites.

4 3.0 ANNUAL SOFTWARE SUPPORT SERVICES

5 A. SUPERINTENDENT agrees to provide DISTRICT access to and
6 application of Business-Plus System services via a leased high speed
7 data circuit to the SUPERINTENDENT'S Business-Plus server
8 infrastructure located at 200 Kalmus Drive, Costa Mesa, California
9 92626. DISTRICT will be responsible for the recurring cost of the
10 leased high speed data circuit. DISTRICT shall have the ability to
11 use the following Budget/Finance System services:

12 Basic Financial/Budget

13 School Site Finance

14 Stores Inventory

15 Fixed Assets

16 B. The DISTRICT shall be entitled to ongoing software support
17 and assistance during normal business hours, provided however, that
18 the availability or performance of this software support service
19 shall not be construed as altering or affecting SUPERINTENDENT'S
20 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S
21 technical support via telephone shall be provided to DISTRICT without
22 charge Monday through Friday from 8:00 a.m. - 5:00 p.m., excluding
23 SUPERINTENDENT'S holidays.

24 C. SUPERINTENDENT may, upon mutual agreement of the parties,
25 provide other services which may include but not be limited to:
special reporting and other software assistance. The DISTRICT shall

1 pay SUPERINTENDENT for such additional services at a rate mutually
2 agreed between the parties.

3 4.0 TERM. The term of the annual software support services portion
4 of this AGREEMENT shall be for one (1) year commencing July 1, 2021
5 and ending June 30, 2022. This AGREEMENT shall automatically be
6 renewed annually, unless DISTRICT gives written notice to
7 SUPERINTENDENT six (6) months prior to the end of each one (1) year
8 renewal period. In no event shall this AGREEMENT exceed a five (5)
9 year period, and shall terminate by its own terms on June 30, 2026.

10 5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of
11 Twenty-five thousand dollars (\$25,000.00) for annual software support
12 service fees for fiscal year 2021-2022. Annual software support
13 service fees due for each fiscal year shall be paid by DISTRICT on or
14 before August 1st of that fiscal year upon receipt of an itemized
15 invoice from SUPERINTENDENT. SUPERINTENDENT shall evaluate software
16 support service charges annually, for possible upward or downward
17 adjustments, based on SUPERINTENDENT'S actual costs to support
18 Business-Plus software. SUPERINTENDENT will provide DISTRICT written
19 notice of the annual software support service fees due for the
20 renewal period ninety (90) days prior to the end of each renewal
21 period.

22 6.0 EQUIPMENT/SOFTWARE REQUIREMENTS. The Business-Plus System
23 supports the use of computers running Windows 7 or higher. In order
24 to access Business-Plus, each DISTRICT computer on the network will
25 require Internet Explorer. A list of supported versions of Internet
Explorer may be obtained by contacting SUPERINTENDENT'S Information

1 Technology Division. Additionally, each DISTRICT computer will
2 require a terminal emulator software license to access Business-Plus
3 software until such time as all DISTRICTs are implemented onto the
4 Windows based version of the product. Technical support for terminal
5 emulation software will be available during SUPERINTENDENT'S normal
6 business hours. All printing requirements for the Business-Plus
7 System will take place at the DISTRICT, except vendor checks that
8 will be printed at SUPERINTENDENT'S offices.

9 7.0 DATA MIGRATION. If DISTRICT desires any data migrations from its
10 present system into SUPERINTENDENT'S Business-Plus System, it will be
11 necessary for the DISTRICT to submit this data in a flat file format
12 according to specifications provided by SUPERINTENDENT'S Information
13 Technology Division. Coordination meetings between DISTRICT and
14 SUPERINTENDENT'S staff will be necessary to work out the migration
15 details. In the event that it proves impractical to successfully
16 accomplish any of the migrations, it may be necessary for DISTRICT'S
17 staff to enter in test and/or production data to complete the
18 conversion to the Business-Plus System.

19 8.0 TRAINING. SUPERINTENDENT will provide on-going training services
20 for present and future employees as determined by SUPERINTENDENT and
21 DISTRICT to assist DISTRICT personnel in the use and operation of the
22 software to enable DISTRICT to make optimum use of the Business-PLUS
23 System. Training will be scheduled in advance and DISTRICT will be
24 notified of schedule. Training will be provided at SUPERINTENDENT'S
25 training lab between the hours of 8:30 a.m. and 4:30 p.m. Monday
through Friday, excluding SUPERINTENDENT'S holidays.

1 9.0 FUTURE MODULES/OPTIONS. SUPERINTENDENT may offer additional
2 Business-Plus modules and optional services in the future. Each new
3 capacity may have an additional charge. Proposals will be provided
4 upon DISTRICT request and availability.

5 10.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall
6 be an independent contractor and shall be wholly responsible for the
7 manner in which the services required by the terms of this AGREEMENT
8 are performed. Nothing herein contained shall be construed as
9 creating the relationship of employer and employee, or principal and
10 agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes
11 the responsibility for the acts of its employees or agents as they
12 relate to the services to be provided. SUPERINTENDENT, its officers,
13 agents, and employees, shall not be entitled to any rights, and/or
14 privileges of DISTRICT'S employees and shall not be considered in any
15 manner to be DISTRICT'S employees.

16 11.0 HOLD HARMLESS

17 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
18 harmless DISTRICT, its Governing Board, officers, agents, and
19 employees from liability and claims of liability for bodily injury,
20 personal injury, sickness, disease, or death of any person or
21 persons, or damage to any property, real personal, tangible or
22 intangible, arising out of the negligent acts or omissions of
23 employees, agents or officers of SUPERINTENDENT or the Orange County
24 Board of Education during the period of this AGREEMENT.

25 B. DISTRICT hereby agrees to indemnify, defend, and hold
harmless SUPERINTENDENT, the Orange County Board of Education, and

1 its officers, agents, and employees from liability and claims of
2 liability for bodily injury, personal injury, sickness, disease, or
3 death of any person or persons, or damage to any property, real,
4 personal, tangible or intangible, arising out of the negligent acts
5 or omissions of employees, agents or officers of DISTRICT during the
6 period of this AGREEMENT.

7 12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they
8 will not engage in unlawful discrimination because of race, color,
9 religious creed, national origin, ancestry, physical handicap,
10 medical condition, marital status, or sex of such persons.

11 13.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply with
12 all federal, state and local laws, rules and regulations and
13 ordinances that are now or may in the future become applicable to
14 SUPERINTENDENT or DISTRICT'S business, equipment and personnel
15 engaged in operations covered by this AGREEMENT or occurring out of
16 the performance of such operations.

17 14.0 ASSIGNMENT. DISTRICT or SUPERINTENDENT shall not subcontract or
18 assign the performance of any of the services in this AGREEMENT
19 without prior written approval of the other party.

20 15.0 TOBACCO USE POLICY. In the interest of public health, the
21 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
22 use of any tobacco products are prohibited in buildings and vehicles,
23 and on any property owned, leased or contracted for by the
24 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
25 abide with conditions of this policy could result in the termination
of this AGREEMENT.

1 16.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this
2 AGREEMENT with or without cause, upon the giving of six (6) months
3 prior written notice to the other party. Notification must be given
4 six (6) months prior to the end of each renewal period.

5 17.0 NOTICES. All notices or demands to be given under this AGREEMENT
6 by either party to the other shall be in writing and given by: i)
7 Personal service, or ii) U.S. Mail, mailed either by registered or
8 certified mail, return receipt requested, with postage prepaid.
9 Service shall be considered given when received if personally served
10 or, if mailed, on the third (3rd) day after deposit in any U.S. Post
11 Office. The address to which notices or demands may be given by
12 either party may be changed by written notice given in accordance
13 with the notice provisions of this section. As of the date of this
14 AGREEMENT the addresses of the parties are as follows:

15 DISTRICT: College and Career Advantage
16 33122 Valle Road
 San Juan Capistrano, California 92675
 Attn: Patricia Romo

17 SUPERINTENDENT: Orange County Superintendent of Schools
18 200 Kalmus Drive
 Costa Mesa, California 92626
19 Attn: Patricia McCaughey

20 18.0 SEVERABILITY. If any term, condition or provision of this
21 AGREEMENT is held by a court of competent jurisdiction to be invalid,
22 void or unenforceable, the remaining provisions will nevertheless
23 continue in full force and effect and shall not be affected, impaired
24 or invalidated in any way.

1 19.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
2 be governed by the laws of the State of California, with venue in
3 Orange County, California.

4 20.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
5 attached hereto constitute the entire agreement between
6 SUPERINTENDENT and DISTRICT regarding the services and any agreement
7 made shall be ineffective to modify this AGREEMENT in whole or in
8 part unless such agreement is embodied in an Amendment to this
9 AGREEMENT which has been signed by both Parties. This AGREEMENT
10 supersedes all prior negotiations, understandings, representations
11 and agreements.

12 IN WITNESS WHEREOF, the Parties hereto have caused this
13 AGREEMENT to be executed.

14 DISTRICT: COLLEGE AND CAREER
ADVANTAGE
15 BY: Patricia Romo
16 Authorized Signature

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS
15 BY: John McCaughey
16 Authorized Signature

17 PRINT NAME: Patricia Romo

PRINT NAME: Patricia McCaughey

18 TITLE: Executive Director

TITLE: Administrator

19 DATE: June 7, 2021

DATE: June 2, 2021

20 College&Career Advantage-BusinessPlus (51647) 2021-2022
ZIP5

AMENDMENT #3
COLLEGE AND CAREER ADVANTAGE
HUMAN RESOURCES APPLICATION
SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into July 1, 2018, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter referred to as SUPERINTENDENT, and College and Career Advantage, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT, is hereby further amended as follows:

1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to pay SUPERINTENDENT the sum of Ten thousand dollars (\$10,000.00) for SUPERINTENDENT'S Human Resources Application annual software support service fees for fiscal year 2021-2022. Annual software support service fees due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. Annual Human Resources Application software support service fees will be evaluated annually for possible upward or downward adjustments. SUPERINTENDENT will provide DISTRICT written notice of the annual Human Resources Application software support service fees due for the renewal period ninety (90) days prior to the end of each renewal period. Renewal fees shall be based on the actual costs incurred by SUPERINTENDENT to support the Human Resources Application software.

1 2.0 Except as expressly herein amended, including any amendments
2 thereto, said AGREEMENT shall in all respects be and remain in full
3 force and effect.

4 IN WITNESS WHEREOF, the Parties hereto set their hands.

5 DISTRICT: COLLEGE AND CAREER
6 ADVANTAGE

ORANGE COUNTY SUPERINTENDENT
7 DOF SCHOOLS

8 BY: Patricia Romo
9 Authorized Signature

10 BY: Patricia McCaughey
11 Authorized Signature

12 PRINT NAME: Patricia Romo

13 PRINT NAME: Patricia McCaughey

14 TITLE: Executive Director

15 TITLE: Administrator

16 DATE: June 7, 2021

17 DATE: June 2, 2021

18 College&Career Advantage-Human Resources Application Amendment #3(46314)2021-2022
19 ZIP5

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
MEMORANDUM OF UNDERSTANDING ("MOU")

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Superintendent of Schools, herein called the "Program Sponsor" and College and Career Advantage herein called the "District" who agrees to participate in the Orange County Superintendent of Schools Career Technical Education (CTE) Teacher Credentialing Program.

1. PROGRAM SPONSOR: BASIC RESPONSIBILITIES

The Program Sponsor agrees to:

- A. Provide credential services for Designated Subjects CTE Credential candidates
 - Review and advise on eligibility requirements.
 - Analyze application packet to confirm eligibility.
 - Submit to the Commission on Teacher Credentialing (CTC) the approved candidates application for a Preliminary Designated Subjects CTE Credential.
- B. Establish and maintain a partnership with the District
 - Distribute periodic commission and program information.
 - Convene the Institute for Leadership Development (ILD) advisory council a minimum of twice a year to further support collaboration among local Institutions of Higher Education (IHE's), District and all relevant stakeholders.
- C. Provide all program coursework and support
 - Provide CTC approved coursework facilitated by CTE experts delivered in an online environment.
 - Review and analyze data from course evaluations to inform program decisions.
 - Establish partnerships with IHE's and District to identify additional professional development opportunities and support.
- D. Adhere to the Commission on Teacher Credentialing mandates as they apply to educator preparation programs as defined by the 7-year accreditation reporting cycle.

2. DISTRICT: BASIC RESPONSIBILITIES

The District agrees to:

- A. Identify one (1) District contact person.
 - This individual will serve as the District representative to work collaboratively with the ILD Program Coordinator to support their candidate(s) enrollment in the Program Sponsor's CTE Teacher Credentialing Program.
 - This individual will participate in a program orientation to secure a current understanding of program requirements timelines and available resources.
 - This individual will sit on the ILD advisory council representing his/her District interest.
- B. Ensure candidates enroll in the next available CTE cohort following recommendation of preliminary credential.
- C. Accreditation from the CTC recommends that all Districts employing CTE preliminary credential holders continue to support candidates by providing a mentor. The District agrees to provide a mentor to all enrolled CTE program candidates. These mentors will work with the Program Sponsor's Program Specialist to give ongoing support to these candidates. CTE mentor roles and responsibilities are outlined in Exhibit "A", "CTE Mentor Selection Guidelines, Roles and Responsibilities", which is attached hereto and incorporated by reference herein. CTE mentors must meet the following selection criteria:
 - Minimum of three (3) years of successful teaching experience.
 - Hold a clear Designated Subjects CTE credential.
 - Submit an application to the Program Sponsor's Program Specialist.

3. TERM AND TERMINATION

This agreement shall be effective from July 1, 2021 until June 30, 2022 and is renewable annually, by mutual written agreement. The MOU may be amended by mutual written consent of the parties and may be terminated by Program Sponsor upon thirty (30) days advance written notification.

4. PAYMENT

The parties both agree that there will be no payment involved for services rendered. Program tuition and all other costs will be the responsibility of the enrolled candidate.

5. INDEMNIFICATION

Both parties agree to defend, indemnify, save, and hold harmless each other from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the other party. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. INSURANCE

Both parties shall maintain such general liability, property damage, workers' compensation, and auto insurance, and any other insurance as may be necessary, as is required to protect Program Sponsor's and District interests as they may appear.

7. EMPLOYEE FINGERPRINTING

During the entire term of the MOU, both parties, including any/all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when either parties' employees and/or employees of subcontractors will have more than limited contact with Program Sponsor's candidates.

8. GOVERNING LAW/FORUM SELECTION

This MOU is made, entered into and executed in Orange County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Orange County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

9. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this MOU.

10. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and the MOU shall be read and enforced as though it were so inserted and included.

11. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this MOU shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

12. TOBACCO-FREE WORKPLACE

When at Program Sponsored-owned or Program Sponsored-leased buildings, both parties hereby agree to comply with the Orange County Board of Education's Policy 3515.1 which states: "It is the intention of the office (OCDE) to provide a smoke-free workplace within all buildings owned or leased by the office (OCDE) commencing June 30, 1995."

13. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that they will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Orange County Board of Education's Alcohol and Drug-Free Workplace Policy 4034.

14. RECORD RETENTION AND INSPECTION

Both parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this MOU. All records shall be kept and maintained by District/Program Sponsor and made available to Program Sponsor/District during the entire term of this Contract and for a period not less than five (5) years.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

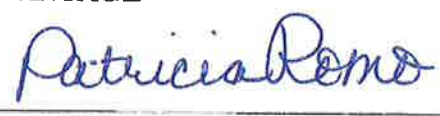
By executing this MOU, District certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- B. Have not, within a three-year period preceding the execution of this MOU, 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 public transaction (Federal, State or Local) or MOU under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section B above, of this certification; and,
- D. Have not, within a three-year period preceding the execution of this MOU, had one or more public transactions (Federal, State or Local) terminated for cause of default.

ORANGE COUNTY
SUPERINTENDENT OF SCHOOLS

By 
Patricia McCaughey
Administrator

COLLEGE AND CAREER
ADVANTAGE

By 
Patricia Romo
Executive Director

Date June 2, 2021

Date June 7, 2021

College and Career Advantage(51695) -Career Technical Education (CTE) Teacher Credentialing Program-NO FEES (2021-2022)
Zip5

EXHIBIT "A"

Exhibit "A"

CTE Mentor Selection Guidelines, Roles and Responsibilities

Accreditation from the CTC recommends that all Districts employing CTE preliminary credential holders continue to support candidates by providing a mentor. This mentor will work with the OCDE Program Specialist to give ongoing support to all enrolled CTE program candidates.

Selection Criteria

- Certificated, have at least three years of successful teaching experience and verification of recent work experience in an education setting
- Hold a clear Designated Subjects CTE Credential
- Trained pedagogical coaches (CTE On-Line Certificated) and support providers to CTE program candidates
- Curriculum developers and/or leaders
- Competent in providing complete, accurate, and timely feedback to candidates' questions, concerns or clarification needs.
- Supportive of program candidates by serving as a lifeline during the preliminary teaching year/s.

District/ROP/Employer Responsibilities

- Select Mentors per selection criteria
- Complete the candidate's recommendation form and submit the application and recommendation form to OCDE
- Supervision of Mentors and Candidates
- Support participation in professional development opportunities
- Attend Credential Advisory meetings
- Ensure Early Orientation completion

Mentor Responsibilities

- Complete application for District recommendation/LEA approval
- To be qualified, mentors must obtain:
 - Valid, clear DS CTE teaching credential
 - Minimum of 3 years teaching experience
 - Verification of recent work experience in an educational setting
 - Recommendation of District employer
- Complete CTE Program Mentor Orientation
- Conduct classroom observations (1 during preliminary credential process)
- Provide ongoing feedback to candidates
- Provide required documentation to OCDE Program Staff
- Attend Advisory, Curriculum Review, and State-wide mentor collaboration Meetings as necessary

COLLEGE AND CAREER ADVANTAGE
STRONG WORKFORCE PROGRAM (SWP) K12 PATHWAY IMPROVEMENT GRANT (ROUND 3)
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of January, 2021, which date is enumerated for purposes of reference only, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and College and Career Advantage, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as "DISTRICT". SUPERINTENDENT and DISTRICT shall be individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, the Rancho Santiago Community College District (RSCCD) was selected as the Fiscal Agent for the Strong Workforce Program (SWP) K12 Pathway Improvement grant (Round 3) by the California Community Colleges Chancellor's Office, Division of Workforce and Economic Development to subcontract with Local Educational Agencies to implement career education, K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region; and

WHEREAS, RSCCD has selected SUPERINTENDENT to serve as a subcontractor for the Strong Workforce Program (SWP) K12 Pathway Improvement grant; and

WHEREAS, SUPERINTENDENT is specially trained, experienced and competent to perform the services required by RSCCD and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

WHEREAS, the Strong Workforce Program (SWP) K12 Pathway Improvement grant requires SUPERINTENDENT to allocate a portion of the grant funds to LEA's throughout Los Angeles and Orange Counties; and

WHEREAS, DISTRICT is specially trained, experienced and competent to perform the services

1 required by SUPERINTENDENT and RSCCD and is agreeable to the rendering of such services according
2 to the terms and conditions hereinafter set forth.

3 NOW, THEREFORE, the Parties agree as follows:

4 **1.0 TERM.** The term of this AGREEMENT shall commence on January 1, 2021 and terminate on
5 June 30, 2023, subject to earlier termination as set forth in this AGREEMENT, provided, however,
6 DISTRICT shall be obligated to perform such duties as would normally extend beyond this term
7 including, but not limited to, obligations with respect to indemnification, audits, reporting, and
8 accounting.

9 **2.0 SCOPE OF WORK.**

10 A. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the
11 following described work and DISTRICT hereby agrees to perform said work upon the terms and
12 conditions hereinafter set forth. DISTRICT shall meet all of the contractual requirement listed herein
13 and shall provide all labor, materials, supplies, and equipment necessary to fully perform all
14 responsibilities required by this AGREEMENT and specifically described in Exhibit "A", Scope of Work,
15 which is attached hereto and incorporated herein by this reference to this AGREEMENT.

16 **3.0 TOTAL COMPENSATION.**

17 A. The Maximum Payment Obligation of SUPERINTENDENT to DISTRICT under this
18 AGREEMENT for the period of January 1, 2021 through June 30, 2023 is Fifty-seven thousand three
19 hundred thirty-five dollars (\$57,335.00). Payment shall be based on seventy percent (70%) in advance
20 and a progress payment of thirty percent (30%). Payment shall not exceed the amount listed above.
21

22 B. DISTRICT agrees to comply with all Strong Workforce Program (SWP) K12 Pathway
23 Improvement grant requirements and is solely responsible for the appropriate expenditure of all
24 Strong Workforce Program (SWP) K12 Pathway Improvement grant funds received and for any
25 misappropriation or dis-allowment of grant funds. DISTRICT shall establish and maintain fiscal control

1 and accounting procedures as may be necessary to assure proper accounting for all funds under this
2 AGREEMENT. Any work performed prior to approval of the SUPERINTENDENT will be rendered on a
3 voluntary basis, and shall not be compensated unless and until funding is authorized. Any work
4 performed prior to approval of the State of California will be rendered on a voluntary basis and shall
5 not be compensated unless and until funding is authorized.

6 **4.0 BUDGET ALLOCATION.**

7 A. The K12 Strong Workforce (SWP) Program K12 Pathway Improvement grant funds shall be
8 expended only for those purposes expressed in the Scope of Work, Exhibit A submitted by DISTRICT
9 under Section 2.0 of this AGREEMENT. No monies from the Strong Workforce Program (SWP) K12
10 Pathway Improvement grant shall be used to supplant state or local general fund money of any
11 purpose. Strong Workforce Program (SWP) K12 Pathway Improvement grant funds shall be allocated
12 for the term of the AGREEMENT pursuant to Exhibit "B", "Budget Form", which is attached hereto and
13 incorporated herein by this reference to this AGREEMENT. DISTRICT shall return the completed
14 Budget Form and invoice along with the signed AGREEMENT. As part of the budgeting process,
15 DISTRICT agrees that a minimum of ten percent (10%) of funds will be reserved for appropriate
16 expenditure of consortium activities. Once SUPERINTENDENT has approved DISTRICT's budget,
17 DISTRICT must obtain prior written approval from SUPERINTENDENT for any budget revisions, where
18 an adjustment of funds in a line item are different from the originally approved budget by more than
19 ten percent (10%) and as long as the total dollar amount is not affected and the outcomes of the
20 Agreement will not be materially affected.
21

22 B. If the DISTRICT wishes to make substantial changes to the Scope of Work, then a revised
23 Scope of Work that describes the requested changes and their impact to the budget and outcomes
24 must be submitted and approved by the SUPERINTENDENT in writing. Substantial changes are those
25 that would represent a significant deviation from the approved scope of work and would lead to

1 different outcomes or fall outside of the generally understood purpose of the use of the funds.
2 Changes in methods of implementation (i.e., the means by which the approved scope of work is
3 implemented) or movement between budget line items would not be considered substantial changes,
4 and would not require prior approval.

5 **5.0 PAYMENT AND INVOICING.**

6 A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay DISTRICT an advance
7 payment of seventy (70%) and a progress payment of thirty percent (30%), based on the maximum
8 payment obligation identified in Paragraph 3.0 Total Compensation of this AGREEMENT for providing
9 the services and activities hereunder identified in Exhibit A; provided, however, the total of such
10 payments does not exceed DISTRICT's maximum obligation; and provided further, DISTRICT's costs
11 shall be reimbursable pursuant to State and Federal Regulations. DISTRICT shall be responsible for all
12 other expenses incurred in connection with the performance of this AGREEMENT. Payment to
13 DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt
14 of signed AGREEMENT, completed and approved Strong Workforce Program (SWP) K12 Pathway
15 Improvement grant Budget Form and DISTRICT's invoice.

16 DISTRICT shall submit invoices for payment to:

17 Diane Campbell
18 Email: dianecampbell@ocde.us
19 Telephone: (714) 966-3532

20 B. For travel necessary to the performance of this AGREEMENT, DISTRICT's travel and other
21 travel related expense reimbursement claims shall not exceed the travel policy and procedures of the
22 State of California. Travel and other related travel expenses shall be limited to those necessary for the
23 performance of this AGREEMENT. Travel outside of the State of California must be authorized in
24 writing by SUPERINTENDENT prior to travel. Travel outside of the United States is not permitted.

25 C. DISTRICT's billings shall be submitted on DISTRICT's Invoice in duplicate. DISTRICT shall
submit SUPERINTENDENT'S Expenditure Report Form - Strong Workforce Program (SWP) K12 Pathway

1 Improvement grant, which is attached hereto as Exhibit "C" and incorporated herein by reference to
2 this AGREEMENT. Timelines for the submittal of the Expenditure Report Form will be based on
3 requirements set forth by RSCCD to SUPERINTENDENT.

4 D. All DISTRICT's Expenditure Report Forms submitted to SUPERINTENDENT shall be
5 supported by source documentation including, but not limited to, ledgers, invoices, receipts, receiving
6 records, and records of services provided.

7 E. Any payment made by SUPERINTENDENT to DISTRICT in excess of that of which DISTRICT
8 is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and repaid by
9 DISTRICT. In this regard, DISTRICT shall make repayment on any overpayment within thirty (30) days
10 after the date SUPERINTENDENT requests the repayment in writing. Nothing in this AGREEMENT shall
11 be construed as limiting the remedies of SUPERINTENDENT in the event that an overpayment has been
12 made.

13 F. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with
14 any provision set forth in this AGREEMENT.

15 G. DISTRICT shall not claim reimbursement for services provided beyond the expiration
16 and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

17 H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the
18 availability of funds furnished by RSCCD. It is mutually agreed that if the current fiscal year covered
19 under this AGREEMENT does not appropriate sufficient funds for this program, this AGREEMENT shall
20 be of no further force and effect and shall be terminated. In this event, SUPERINTENDENT shall have
21 no liability to pay any funds whatsoever to DISTRICT or to furnish any other considerations under this
22 AGREEMENT and DISTRICT shall not be obligated to perform any provisions of this AGREEMENT. If
23 funding for any fiscal year is reduced, or deleted for purposes of this program, the SUPERINTENDENT
24 shall have the option to either terminate this AGREEMENT with no liability occurring to the
25

1 SUPERINTENDENT or offer an amendment to DISTRICT to reflect the reduced amount.
2 SUPERINTENDENT shall give DISTRICT written notification of such termination. Notice shall be deemed
3 served on the date of mailing.

4 **6.0 REPORTS.**

5 DISTRICT shall submit to SUPERINTENDENT reports as requested or required by SUPERINTENDENT
6 and/or RCSSD concerning DISTRICT's activities as they affect the services hereunder. Reports shall be
7 submitted in a timely manner. SUPERINTENDENT shall be specific to the information requested and
8 allow DISTRICT thirty (30) calendar days to respond.

9 **7.0 RECORDS MANAGEMENT AND MAINTENANCE.**

10 A. DISTRICT shall, throughout the term of this AGREEMENT, prepare, maintain and manage
11 records appropriate to the services provided and in accordance with this AGREEMENT and all
12 applicable requirements.

13 B. DISTRICT shall ensure appropriate financial records related to cost reporting,
14 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

15 C. DISTRICT shall retain all financial records for a minimum of three (3) years after the
16 completion of the activities for which the funds are used and until audit findings are resolved, or due
17 to legal proceedings such as litigations and/or settlement of claims whichever is longer.

18 D. DISTRICT shall notify SUPERINTENDENT of any Public Record Act (PRA) requests within
19 forty-eight (48) hours of receipt of said request. DISTRICT shall provide SUPERINTENDENT with all
20 information that is requested and provided by DISTRICT.

21 **8.0 INDEPENDENT CONTRACTOR.**

22 A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall
23 be wholly responsible for the manner in which it performs the services required of it by the terms of
24 this AGREEMENT.
25

1 B. DISTRICT warrants that it has all necessary licenses required to perform the services
2 required by the terms of this AGREEMENT.

3 C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants
4 employed by DISTRICT. This AGREEMENT shall not be construed as creating the relationship of
5 employer and employee, or principal and agent between SUPERINTENDENT and DISTRICT or any of
6 DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that
7 he/she and all his/her employees shall not be considered officers, employees or agents of
8 SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees
9 of SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including,
10 but not limited to, State Unemployment Insurance or Workers' Compensation. DISTRICT shall assume
11 full responsibility for payment of all federal, state and local taxes or contributions, including
12 unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

13 D. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents,
14 consultants, or subcontractors as they relate to the services to be provided during the course and
15 scope of their employment.

16 E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to
17 any rights or privileges of SUPERINTENDENT's employees and shall not be considered in any manner
18 to be SUPERINTENDENT's employees.

19
20 **9.0 INDEMNIFICATION.**

21 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its
22 Governing Board, and their officers, agents, and employees from liability and claims of liability for
23 bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any
24 property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of
25 employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during

1 the period of this AGREEMENT.

2 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the
3 Orange County Board of Education and its officers, agents, and employees, from liability and claims of
4 liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or
5 damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or
6 omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

7 C. DISTRICT agrees to indemnify, defend and save harmless the State of California, its
8 officers, agents and employees from any and all claims and losses accruing or resulting to any and all
9 contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing
10 or supplying work services, materials, or supplies in connection with the performance of this
11 AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or
12 corporation who may be injured or damaged by DISTRICT in the performance of this AGREEMENT.

13 **10.0 COPYRIGHT.** SUPERINTENDENT and the State of California shall have a royalty-free,
14 nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material and
15 work product (both tangible and intangible), if any, developed under this AGREEMENT including those
16 materials covered by copyright.

17 **11.0 CONFIDENTIALITY.** SUPERINTENDENT and DISTRICT shall maintain the confidentiality of all
18 records, including any hard copies, and/or electronic or computer based data, and/or audio and/or
19 video recordings, in accordance with all applicable state and federal codes and regulations relating to
20 privacy and confidentiality as they now exist or may hereafter be amended or changed. The
21 confidentiality requirements under this paragraph shall survive the termination or expiration of this
22 AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.

23 **12.0 CONFLICT OF INTEREST.** The Parties hereto acknowledge that DISTRICT may be affiliated with
24 one or more organizations or professional practices located in DISTRICT's county. DISTRICT therefore
25

1 warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity
2 relating to conflict of interest. DISTRICT shall not knowingly undertake any act which unjustifiably
3 results in any relative benefit to any organization or professional practice with which he/she is
4 affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance
5 of duties and obligations required by this AGREEMENT, when compared to the result such act has on
6 any other organization or professional practice.

7 **13.0 EMPLOYEE ELIGIBILITY VERIFICATION.** DISTRICT warrants that it shall fully comply with all
8 federal and state statutes and regulations regarding the employment of aliens and others and to
9 ensure that employees, subcontractors and consultants performing work under this AGREEMENT meet
10 the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall
11 obtain, from all employees, subcontractors and consultants performing work hereunder, all
12 verification and other documentation of employment eligibility status required by federal or state
13 statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,
14 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall
15 retain all such documentation for all covered employees, subcontractors and consultants for the
16 period prescribed by the law.

17 **14.0 DELEGATION AND ASSIGNMENT.** DISTRICT may not delegate its obligations hereunder, either
18 in whole or in part, without the prior written consent of SUPERINTENDENT.

19 **15.0 INSPECTIONS AND AUDITS.** SUPERINTENDENT, RSCCD, the Bureau of State Audits, the State
20 of California or any other appropriate state or federal oversight agency, or their authorized
21 representatives, shall have the right to review and copy any books, documents, and records, and
22 supporting documents including but not limited to, financial statements, general ledgers, relevant
23 accounting systems of DISTRICT that are directly pertinent to this AGREEMENT, for the purpose of
24 responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination
25

1 during the term of this AGREEMENT. Such persons may at all reasonable times inspect or otherwise
2 evaluate the services provided pursuant to this AGREEMENT, and the premises in which they are
3 provided.

4 **16.0 ENTIRE AGREEMENT.**

5 A. This Agreement will be implemented in accordance with the conditions defined in the
6 Strong Workforce Program (SWP) K12 Pathway Improvement grant, RFA Specifications and the Grant
7 Agreement Legal Terms and Conditions (Education Code Part 54.5 Strong Workforce Program Section
8 88827), as set forth and incorporated into this Agreement by reference. The Strong Workforce
9 Program (SWP) K12 Pathway Improvement grant is subject to any additional restrictions, limitations,
10 or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions,
11 terms, or funding of this Agreement in any manner, SUPERINTENDENT may modify this Agreement
12 through an amendment, as needed. DISTRICT agrees to expend all funds in accordance with all
13 applicable federal, state and local laws and regulations.

14 B. DISTRICT shall comply with all laws, rules or regulations applicable to the services
15 provided hereunder, as any may now exist or be hereafter amended or changed.

16 **17.0 NONDISCRIMINATION.** In the performance of this AGREEMENT, DISTRICT shall not engage in,
17 nor permit any employee or agent to engage in discrimination in employment of person or provision
18 of services or assistance, nor exclude any person from participation in, nor deny any person the
19 benefits of, not subject any person to discrimination under any program or activity funded in whole or
20 in part with the Strong Workforce Program (SWP) K12 Pathway Improvement grant funds on the
21 grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital
22 status, gender or sexual orientation. DISTRICT shall comply with Title II of the Americans with
23 Disabilities Act, (42 U.S.C., (12101, et seq.) as it relates to public accommodations.

24 **18.0 TERMINATION.**

1 A. Either party may terminate this AGREEMENT, without cause, upon thirty (30) days'
2 written notice (Notice of Termination) given the other party. Upon receipt of notice of termination
3 without cause, DISTRICT shall immediately cease performance under this AGREEMENT.

4 B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right
5 to terminate this AGREEMENT for cause due to the default (as defined in Paragraph 22.0) by DISTRICT
6 in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any notice of default
7 advice DISTRICT it also intends to terminate the AGREEMENT for cause. The notice of default from
8 SUPERINTENDENT shall advise DISTRICT if SUPERINTENDENT intends to elect to terminate the
9 AGREEMENT and in this event DISTRICT shall immediately cease performance and provision of
10 services as of the date the notice of default is received or deemed received, whichever is earlier. In
11 the event of termination, SUPERINTENDENT, may, but is not required, to take over the work and
12 prosecute the same to completion by contract or otherwise. Also, in the event of termination for
13 cause, DISTRICT shall be liable to the extent that the total cost for completion of the services required
14 by this AGREEMENT exceeds the compensation stipulated in this AGREEMENT (provided that
15 SUPERINTENDENT shall use reasonable efforts to mitigate damages), and SUPERINTENDENT expressly
16 reserves the right to withhold any outstanding payments to DISTRICT for the purpose of set off or
17 partial payment of the amounts owed SUPERINTENDENT as previously set forth in this AGREEMENT.

18 **19.0 TOBACCO USE POLICY.** In the interest of public health, SUPERINTENDENT provides a tobacco-
19 free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles,
20 and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to
21 SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the
22 termination of this AGREEMENT.

23
24 **20.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval
25 of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection to secure

1 the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws,
2 statutes, rules, regulations and local ordinances that are now or may in the future become applicable
3 to the services performed under this AGREEMENT.

4 **21.0 NON WAIVER.** The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of,
5 or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be
6 deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from
7 again constituting a violation of such term or condition.

8 **22.0 DEFAULT.** Failure by DISTRICT to perform and/or comply with any provision, covenant, or
9 condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of default
10 SUPERINTENDENT may avail any remedies available at law, in equity, or otherwise specified in this
11 AGREEMENT (including immediate termination for cause as set forth in Paragraph 18.0 above), and
12 may elect any of the following, if applicable:

13 A. Afford DISTRICT a time period of fifteen (15) days from the date the notice is mailed to cure
14 the default, or to commence to cure the breach and diligently pursue to completion the cure of the
15 breach within thirty (30) days of date notice is mailed; and/or

16 B. Discontinue payment and eligibility for payment to DISTRICT during the period in which
17 DISTRICT is in breach, which payment may not be entitled to later recovery; and/or

18 C. Offset against any funds invoiced by DISTRICT but yet unpaid by SUPERINTENDENT those
19 monies disallowed pursuant to the above offset authority; and/or

20 D. Withhold from any monies payable to DISTRICT sufficient funds to compensate
21 SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered by
22 or have been incurred by SUPERINTENDENT due to the default of DISTRICT in the performance of the
23 services required by this AGREEMENT.
24
25

1 **23.0 NOTICES.** All notices, claims, correspondence, reports, and/or statements authorized or
2 required by this AGREEMENT shall be addressed as follows:

3 SUPERINTENDENT: Orange County Superintendent of Schools
4 200 Kalmus Drive
5 P.O. Box 9050
6 Costa Mesa, California 92628-9050
7 Attn: Patricia McCaughey

8 DISTRICT: College and Career Advantage
9 33122 Valle Road
10 San Juan Capistrano, California 92675
11 Attn: Patricia Romo

12 **24.0 SEVERABILITY.** If any term, condition or provision of this AGREEMENT or application thereof to
13 any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or
14 unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute,
15 ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will
16 nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any
17 way.

18 **25.0 ALTERATION OF TERMS.** This AGREEMENT, together with any Exhibits attached hereto and
19 incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT
20 with respect to the subject matter of this AGREEMENT, and shall constitute the total AGREEMENT
21 between the Parties for these purposes. No addition to, or alteration of, the terms of this AGREEMENT,
22 whether written or verbal, shall be valid unless made in writing and formally executed and approved
23 by SUPERINTENDENT and DISTRICT.

24 **26.0 AUTHORIZED SIGNATURES.** The individuals signing this AGREEMENT warrant that they are
25 authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT
on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty
shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all
appropriate legal and equitable remedies against the breaching party.

1 **27.0 GOVERNING LAW.** The terms and conditions of this AGREEMENT shall be governed by the
2 laws of the State of California with venue in Orange County, California.

3 IN WITNESS WHEREOF, the Parties have executed this AGREEMENT, in the County of Orange,
4 State of California.

5 DISTRICT: COLLEGE AND CAREER ADVANTAGE

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

6 BY: Patricia Romo
7 Authorized Signature

BY: Patricia McCaughey
Authorized Signature

8 PRINTED NAME: Patricia Romo

PRINTED NAME: Patricia McCaughey

9 TITLE: Executive Director

TITLE: Administrator

10 DATE: June 8, 2021

DATE: June 7, 2021

11
12 College&Career Advantage(51724)-Strong Workforce Program (SWP)K12 Pathway Improvement Grant(Round 3) 2021-2023
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K12 SWP Initiative Opt-In (Round 3: 2020-2021)

Initiative Number	Initiative/Pathway Improvement Name	Brief Project Description	Opt-In - Checkbox Click on box to Opt In
1	<p>Maximizing K-14 Alignment and Partnerships to Expand High-Quality CTE for Orange County Students</p>	<p>Leverage our regional partnerships to cultivate and fund K-14 partnerships to expand online and in-person:</p> <ul style="list-style-type: none"> • early college credit • integrated pathway teams • rigorous CTE curriculum • workforce needs through advisories • college & career readiness <p>These will be accomplished through real-world application as essential elements of high quality, collaborative, and comprehensive Career Technical Education programs in Orange County.</p>	<input type="checkbox"/>
2	<p>Orange County Educators Enhancing Student Engagement to Develop Essentials Skills for Workforce Readiness</p>	<p>Continue to build opportunities for students beyond Career Technical Student Organizations (CTSOs) in OC through:</p> <ul style="list-style-type: none"> • Student Leadership Conferences/Workshops • Virtual professional engagement • Gig-Economy opportunities <p>Provide industry certification opportunities (virtually and in-person) to students both regionally and locally and further embed these opportunities in:</p> <ul style="list-style-type: none"> • courses • career pathway sequences • programs of study • workshops 	<input type="checkbox"/>

District Name:	College and Career Advantage
Superintendent's Name:	Patricia Romo, Executive Director
Superintendent's Signature:	



K12 SWP K6/K8 and ROP Initiative Opt-In (Round 3: 2020 - 2021)

Initiative Number	Initiative/Pathway Improvement Name	Brief Project Description	Opt-In - Checkbox Click on box to Opt In
3	<p>Building Sustainable Career Education Infrastructure from Elementary through High School to Community College</p>	<p>Provide enhanced learning opportunities via distance learning for educators in career awareness programs at the K6/K8 level:</p> <ul style="list-style-type: none"> to grow their proficiency and build upon aligning students for secondary CTE. K6/K8 students will continue to complete project-based modules and develop plans leading to secondary CTE pathways. <p>Align the established practices set by four Orange County ROP's both in-person and online to:</p> <ul style="list-style-type: none"> implement and work from a consistent work-based learning continuum for all students in OC. clarify technical and employability skills identified by OC business/industry partners. 	<input type="checkbox"/>

District Name:	College and Career Advantage
Superintendent's Name:	Patricia Romo, Executive Director
Superintendent's Signature:	

**SWP K12 Strong Workforce
ROUND 3**

PROPOSED BUDGET

Grant Term: January 1, 2021 - June 30, 2023



Agency Name	Budget Date

CATEGORY	Year 1	Year 2	Year 3	TOTAL
	1/1/20-12/31/21 Proposed Budget	1/1/22-12/31/22 Proposed Budget	1/1/23-6/30/23 Proposed Budget	
1000 Certificated Salaries	-	-	-	0.00
2000 Classified Salaries	-	-	-	0.00
3000 Benefits	-	-	-	0.00
4000 Books & Supplies	-	-	-	0.00
5000 Services and Other Operating Expenditures	-	-	-	0.00
7000 Indirect Costs	-	-	-	0.00
Total Budget	-	-	-	0.00

Coordinator Name and Title	Email	Phone Number	Coordinator Signature

Fiscal Services Name and Title	Email	Phone Number	Fiscal Services Signature

EXHIBIT C

**Expenditure Report Form - Strong Workforce Program (SWP) K12 Pathway
Improvement grant**

PLACEHOLDER

COLLEGE AND CAREER ADVANTAGE

Memorandum

TO: CCA Governing Board

FROM: Patricia Romo, Executive Director

DATE: June 23, 2021

SUBJECT: CASH FLOW ADVANCE FROM CAPISTRANO UNIFIED SCHOOL DISTRICT

BACKGROUND INFORMATION

College and Career Advantage has been waiting on \$1.37 million Career Technical Education Incentive Grant (CTEIG) funds from California Department of Education with a grant period of July 1, 2020 through June 30, 2022. Because of the delay in grant funds, CCA projected a cash flow shortage in the May/June 2021 timeframe. CCA estimated a need of approximately \$300,000 and requested CUSD grant CCA a short-term loan in this amount.

CURRENT CONSIDERATIONS

Guidance from CUSD's auditor was for the transaction to be treated as an advance on the following year funding to CCA. CUSD then provided a \$300,000 check to CCA in the form of an advance on next year's funding. The transaction will be recorded as a receivable for CUSD and CCA will record the transaction as a liability for the 2020-21 fiscal year ending June 30, 2021. When CUSD provides funding to CCA for the 2021-22 fiscal year, the amount will be reduced by \$300,000 to satisfy both CUSD's receivable and CCA's liability.

RECOMMENDATION

It is respectfully requested that the Governing Board ratify the cash flow advance from Capistrano Unified School District.

CONSENT CALENDAR

Agenda Item 15
June 23, 2021



May 26, 2021

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

Attn: Clark Hampton
Deputy Superintendent, Business and Support Services

Dear Clark,

College and Career Advantage (CCA) continues to wait for the \$1.37 million Career Technical Education Incentive Grant (CTEIG) funds from the California Department of Education. Due to the delay in grant funds, CCA has requested an advance in the amount of \$300,000.

It is understood the \$300,000 advance will be treated as an advance on CCA's 2021-2022 allocation from the District per the Joint Powers Agreement. CCA will record the advance as a liability for the 2020-2021 fiscal year ending June 30, 2021, and the District will record the advance as a receivable. When the District provides CCA's funding for the 2021-2022 fiscal year, the amount will be reduced by \$300,000 to satisfy both the District's receivable and CCA's liability.

College and Career Advantage is appreciative of the District's support in providing this advance of CTEIG funds.

Sincerely,

Patricia Romo
Executive Director

Clark Hampton
Deputy Superintendent, Business and Support Services

COLLEGE AND CAREER ADVANTAGE

Memorandum

TO: CCA Governing Board
FROM: Cindy Fox, Accountant
DATE: June 23, 2021
SUBJECT: PROPOSED FINAL BUDGET 2021/22

BACKGROUND INFORMATION

College and Career Advantage has participated in the single budget adoption since 1992. Under this method, the annual budget must be presented to the Governing Board and adopted prior to July 1.

CURRENT SITUATION

The annual budget is prepared using the Orange County Department of Education Budget Advisory that includes the School Services of California Projection Dartboard.

GENERAL FUND REVENUES

Interest Income

The projection for interest revenue is \$36,000 for funds estimated to be on deposit with the Orange County Treasury

Other State Revenue

The projection for other state revenue includes the CTE Incentive Grant of \$554,503, a carryover from 20/21. Also included is the K12 Strong Workforce Pathways Improvement Grant of \$57,335 and K12 Strong Workforce Pathways Coordinator Grant of \$125,000. Additionally other state revenue includes \$140,127 for STRS on Behalf.

All Other Fees

The projection for other fees includes revenue of \$418,956 from the California Adult Education Program.

JPA District Allocations

The total allocation for 2021/22 is projected at \$1,457,821 as listed:

CUSD	\$1,272,000
LBUSD	\$ 185,821

In summary, the total revenue from all sources is projected in the amount of \$2,789,742. At this time, the CTE Incentive Grant revenues for 2021/22 have not been projected. The application has been submitted, and staff will have more information by 1st interim.

GENERAL FUND EXPENDITURES

Certificated and Classified Salaries

The projection for certificated salaries is \$1,020,253 and the projection for classified salaries is \$447,646.

Certificated salaries are projected to decrease by \$444,178 due to reductions in additional assignments, reducing class offerings and reducing administrative staff assignments. Classified salaries are projected to decrease by \$64,953 due to reduced assignments.

Employee Benefits

STRS employer contribution is projected at \$194,868 as well as STRS on Behalf estimated at \$140,127.

PERS employer contribution is projected at \$88,186.

The OASDI/Medicare is projected at \$21,285.

The Health and Welfare is projected at \$200,000.

State Unemployment Insurance is projected at \$7,941.

Worker's Compensation Insurance is projected at \$28,000.

Retiree Benefits are projected at \$2,000.

Total Employee Benefits are projected in 2021/22 at \$682,407. This is a decrease of \$92,933 from current year estimated actuals due to position reductions.

Textbooks, Supplies and Non-capitalized Equipment

Expenditures for textbooks, materials and supplies and equipment are projected at \$82,934, a decrease in the amount of \$83,526 from estimated actuals. This decrease is due to necessary cost savings measures.

Services and Other Operating Expenditures

Expenditures for services and other operating expenditures are projected at \$698,919, a decrease of \$177,985 from estimated actuals. This decrease is primarily due reductions necessary as cost saving measures.

Capital Outlay

No capital outlay has been budgeted.

GENERAL FUND BALANCE RESERVES

At fiscal year ending 6/30/2021, the components of the ending fund balance are projected as shown below:

9711- Reserve for Revolving Cash	\$ 10,000
9740- Restricted-Pupils with Disabilities	\$ 11,926
9789- Reserve for Economic Uncertainties	\$ 266,912

Total Projected Fund Balance	\$ 288,838
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PROJECTION OF FINANCIAL CONDITION

At this time, CCA is presenting an adopted budget with deficit spending due to the unknown CTE Incentive Grant allocation amount. Once known, the CTE Incentive Grant will provide additional revenue and expenditures that will result in a balanced budget. Staff will develop plans for a balanced budget and present it at the 1st Interim report. Staff projects that CCA will be in a positive financial position for the subsequent two fiscal years (2022/23 and 2023/24).

The Proposed Final Budget is based on the most updated and reliable fiscal information available to staff,

In submitting the 2021/2022 budget for approval, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years.

RECOMMENDATION

It is respectfully requested that the Governing Board review and approve the 2021/22 CCA Proposed Budget as submitted.

ACTION/VOTE

ANNUAL BUDGET REPORT:
July 1, 2021 Budget Adoption

This budget was developed using the state-adopted Criteria and Standards. It was filed and adopted subsequent to a public hearing by the JPA governing board. (Pursuant to Education Code sections 33129, 41023 and 42127)

Budget available for inspection at:

Public Hearing:

Place: 33122 Valle Rd., San Juan Capistrano, CA

Date: June 14, 2021

Place: 33122 Valle Rd., San Juan Capistra

Date: June 23, 2021

Time: 9:00 a.m

Adoption Date: _____

Signed: _____

Clerk/Secretary of the JPA Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Patricia Romo

Telephone: (949) 234-9464

Title: Executive Director

E-mail: pjromo@capousd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	This criterion is not checked for JPAs.	n/a	n/a
2	Enrollment	This criterion is not checked for JPAs.	n/a	n/a
3	ADA to Enrollment	This criterion is not checked for JPAs.	n/a	n/a
4	Local Control Funding Formula (LCFF) Revenue	This criterion is not checked for JPAs.	n/a	n/a